



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

Date: Monday, August 17, 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.

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=rZfWBbpVzFpO89pvyzirquth7z3h2X.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 Street, 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 August 17, 2026 North Kootenay Lake Services Committee meeting be adopted as circulated.

5. **RECEIPT OF MINUTES**

4 - 7

The April 13, 2026 North Kootenay Lake Services Committee minutes, have been received.

6. **STAFF REPORTS**

6.1 **Lease Agreement: Kaslo Fire Department and Kaslo Search and Rescue**

8 - 28

The Board Report from Dan Zayac, Regional Deputy Fire Chief, seeking Board approval to enter into a lease agreement with Kaslo Search And Rescue, has been received.

At the July 16, 2026 Board meeting, the following motion was passed:

341/26 That the following recommendation BE REFERRED to the August 17, 2026 North Kootenay Lake Committee meeting:

That the Board approve the RDCK enter into a lease agreement with Kaslo Search And Rescue for shared use of the Kaslo Fire Hall's common areas, and lease of an office space for the period of 1 year, with an annual option to renew up to 5 years, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION:

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a lease agreement with Kaslo Search And Rescue for shared use of the Kaslo Fire Hall's common areas, and lease of an office space for the period of 1 year, with an annual option to renew up to 5 years, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

6.2 **For Information: Operational & Capital Grants – Community Halls**

29 - 31

The Committee Report dated August 17, 2026 from Trisha Davison, General Manager of Community Services, re: operational funding to community halls through Financial Services Grants, has been received.

6.3 **For Information: Glacier Creek Regional Park Tenure**

32 - 56

The Committee Report dated August 17, 2026 from Mark Crowe, Regional Park Planner, re: Glacier Creek Regional Park tenure agreement, has been received.

7. NEW BUSINESS

7.1 Imagine Kootenay Membership - 2027

Chair Hewat requested a discussion regarding the 2027 Imagine Kootenay membership.

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 October 26, 2026 at 10:00 a.m.

10. ADJOURNMENT

RECOMMENDATION:

The [Name of Commission] meeting be adjourned at [Time].



Regional District of Central Kootenay

NORTH KOOTENAY LAKE SERVICES COMMITTEE

Open Meeting Minutes

Monday, April 13, 2026

10:00 am

Hybrid Model - In-person and Remote

COMMITTEE MEMBERS PRESENT	Director S. Hewat	Village of Kaslo – Chair
	Director A. Watson	Area D
STAFF PRESENT	S. Horn	Chief Administrative Officer
	U. Wolf	General Manager of Environmental Services
	C. Gainham	Utilities Manager
	E. Senyk	Water Services Liaison
	T. Davison	General Manager of Community Services
	C. Gaynor	Regional Parks Manager
	C. Hopkyns	Corporate Administration Coordinator
KASLO STAFF PRESENT	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=rZfWBbpVzFpO89pvyzurguth7z3h2X.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 10:00 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**

Moved and seconded,

And Resolved:

The agenda for the April 13, 2026 North Kootenay Lake Services Committee meeting be adopted with the inclusion of Item 7.2 Municipal Services Agreement: Village of Kaslo FireSmart, before circulation.

Carried

5. **RECEIPT OF MINUTES**

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**

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

Eileen Senyk, Water Service Liaison, provided an overview to the Committee regarding the updates to the McDonald Creek agreement.

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

Moved and seconded,

And resolved that it be recommended to the Board:

That the Committee recommend 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 May 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

6.2 For Information: RDCK Parks Report & Initiatives

The Parks Report and Initiatives Summary, has been received for information.

The Committee had a discussion regarding the following Parks workplan.

Trisha Davison and Cary Gainor answered the Committee's questions regarding the Glacier Creek emergency access road, campground expansion and host recruitment.

7. NEW BUSINESS

7.1 Kaslo Cemetery Community Development Application

The Committee had a discussion regarding the Kaslo Cemetery Community Development application and grant funding that supports the Kaslo Cemetery.

7.2 Municipal Services Agreement: Village of Kaslo FireSmart Discussion item.

The Committee had a discussion regarding the RDCK and the Village of Kaslo collaborating roles in the FireSmart program.

8. PUBLIC TIME

The Chair will call for questions from the public and members of the media at 10:48 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

Moved and seconded,
And Resolved:

The North Kootenay Lake Services meeting be adjourned at 10:49 a.m.

Carried

Digitally approved

Suzan Hewat, Chair

Christine Hopkyns, Meeting Coordinator



Board Report

July 16, 2026

Lease Agreement Kaslo Fire Department & Kaslo Search and Rescue

Author: Dan Zayac, Regional Deputy Chief
File Reference: 7750/01
Electoral Area/Municipality: VILLAGE OF KASLO & AREA D
Services Impacted: S280 - Fire Protection – Kaslo

1.0 STAFF RECOMMENDATION

That the Board approve the RDCK enter into a lease agreement with Kaslo Search And Rescue for shared use of the Kaslo Fire Hall's common areas, and lease of an office space for the period of 1 year, with option to renew up to 5 years, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

2.0 BACKGROUND/HISTORY

Kaslo Search and Rescue (KSAR) has historically been given access to Kaslo Fire Department (KFD) for shared use of common areas, a part of the apparatus bay, and private use of an office space, for no charge. This agreement formalizes the historical arrangement.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

A formal agreement is needed to meet organizational requirements for shared use, and to ensure clarity of the arrangement between KSAR and KFD. The Agreement may be renewed five times for one year periods upon mutual agreement of the parties.

3.1 Alignment to Board Strategic Plan

This agreement aligns with the objectives of Organizational Excellence and Develop Relationships by formalizing an unofficial agreement and by supporting partner organizations.

3.2 Legislative Considerations

n/a

3.3 What Are the Risks

There is little increased risk associated with formalizing the agreement. Existing liability and use arrangements are simply clarified with this agreement. Historically, increased use of the building by another party does introduce additional risks related to damages and wear and tear. Considering the main user of the building is the Fire Department, the increase is negligible.

There is a potential risk of KFD requiring additional apparatus space in the future, and the ¼ of the apparatus bay currently used by KSAR may be needed. This is not an immediate concern, and with KSAR currently looking to build an additional storage building of their own, this becomes less of an issue.

4.0 PROPOSED SOLUTION

Move forward with the lease agreement, which provides support for Kaslo Search and Rescue to continue operations, training and storage using the Fire Department building, while ensuring clarity of use for both parties.

4.1 Financial Considerations of the Proposed Solution

There is no financial consideration of the proposed solution. There is no rental fee, as sharing use is aligned with supporting the community and Kaslo Search and Rescue, as has been done historically. KSAR also provides road rescue services inside and outside of the Fire Protection Area, and it is in KFD's interest to maintain a close relationship with KSAR.

4.2 Risks with the Proposed Solution

There are no increased risks associated with formalizing the agreement. Existing liability and use arrangements are simply clarified with this agreement. Historically, increased use of the building by another party does introduce additional risks related to damages and wear and tear. Considering the main user of the building is the Fire Department, the increase is negligible.

4.3 Resource Allocation and Workplan Impact

There is no impact to any workplans by adopting this agreement.

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

Kaslo Search and Rescue is a non-profit organization and does not have their own facility for storage or training. There is a significant benefit to the public and the community by supporting KSAR with these needs.

4.5 Leveraging Technology

n/a

4.6 Measuring Success

Clarity of shared use and identified locations of storage and apparatus areas will provide for improved cooperation between the parties. Continued alignment with the areas identified in the agreement will be a measurement of success.

5.0 RECOMMENDATION

That the Board approve the RDCK enter into a lease agreement with Kaslo Search And Rescue for shared use of the Kaslo Fire Hall's common areas, and lease of an office space for the period of 1 year, with an annual option to renew up to 5 years, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

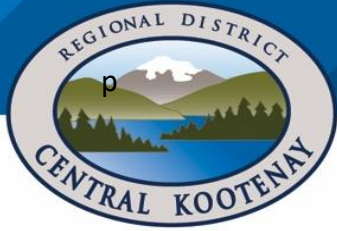
Respectfully submitted,
Dan Zayac, Regional Deputy Fire Chief

CONCURRENCE

Dan Séguin – Acting Regional Fire Chief	Approved
Yev Malloff – Chief Financial Officer	Approved
Stuart Horn – Chief Administrative Officer	Approved

ATTACHMENTS:

Attachment A – Kaslo Search And Rescue & Kaslo Fire Department Lease Agreement



Lease Agreement

Contract #: 2025-379-FIR_KASLO_FIRE_DEPARTMENT_SAR

Premises: Kaslo and Area Emergency Services Building

GL Account #: OPR381-103/53050

Board Resolution(s): Add Board Resolution(s) # relevant to this contract

THIS AGREEMENT executed and dated for reference the: 17 day of July, 2026
(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: Dan Zayac

Telephone: 250-551-3886

Email: dzayac@rdck.bc.ca

AND

KASLO SEARCH AND RESCUE

(hereinafter called the "Tenant")

at the following address:

529 Arena Ave,

Kaslo, BC V0G 1M0

Agreement Administrator: Stefan Letretti

Telephone: 250-354-3311

Email: Stefan.lettari@kaslosar.com

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	KASLO SEARCH AND RESCUE
 (Signature of Authorized Signatory)	 (Signature of Authorized Signatory)
 Dan Zayac, Regional Deputy Chief	 (Name and Title of Authorized Signatory)
 (Name and Title of Authorized Signatory)	 (Name and Title of Authorized Signatory)
 (Signature of Authorized Signatory)	 (Signature of Authorized Signatory)
 (Name and Title of Authorized Signatory)	 (Name and Title of Authorized Signatory)

GENERAL TERMS AND CONDITIONS

- 1 **RECITALS** - For good and valuable consideration, the receipt of which is confirmed, the RDCK and the Tenant agree as follows:
 - (a) **WHEREAS** the RDCK owns the property identified in Schedule A (hereinafter referred to as the "Premises");
 - (b) **WHEREAS** the Tenant wishes to lease the part of the Premises identified in Schedule A as the Lease Area for the Activities set out in Schedule C;
 - (c) **WHEREAS** the RDCK has agreed to grant the Tenant right to lease the Lease Area on the terms and conditions of this Agreement.
- 2 **DEFINITIONS** - In this Agreement, words and phrases shall be defined as follows:
 - (a) **"AGREEMENT" "CONTRACT"** means this Agreement including any Schedules to this Agreement, as the same may be amended, supplemented, or restated from time to time in accordance with the terms of this Agreement.
 - (b) **"COMMENCEMENT DATE"** means the date described as the Commencement Date in section 1 of Schedule A of this Agreement.
 - (c) **"COMMON AREAS"** means the portions of the Premises identified in Schedules A and B as the Common Areas;
 - (d) **"LEASE AREA"** means the portion of the Premises identified in Schedule A as the Lease Area;
 - (e) **"LEASEHOLD IMPROVEMENT"** means any improvements made by the Tenant to the Leased Area;
 - (f) **"MAJOR REPAIR"** means any major repairs, capital costs or replacements of the Lease Area exceeding \$5,000 in value individually or \$10,000 cumulatively in any year of the Term required by reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the RDCK is insured;
 - (g) **"PREMISES"** means the property, including land and buildings, identified in Schedule A as the Premises;
 - (h) **"RENEWAL TERM"** means the period after the Term for which this Agreement may be renewed and extended, and if applicable to this Agreement, is as described in Schedule A of this Agreement;
 - (i) **"RENT"** means the meaning defined in Schedule F of this Agreement;
 - (j) **"TENANT'S PROPERTY"** means any supplies, equipment, machinery, installations, and other property brought by the Tenant onto the Premises.
 - (k) **"TERM"** means the period from the Commencement Date until the Termination Date as defined in Schedule A of this Agreement; and
 - (l) **"TERMINATION DATE"** means the date described as the Termination Date in section 1 of Schedule A of this Agreement.
- 3 **INTERPRETATION** - For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:
 - (a) words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable;
 - (b) the headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- 4 **REFERENCES TO TENANT** - Any reference to the "Tenant" includes, where the context allows, subtenants and occupants of the Tenant and employees, agents, licensees and invitees of the Tenant and all others over whom the Tenant may reasonably be expected to exercise control and any default in observing or performing the Tenant's obligation by such person, will be deemed to be defaults of the Tenant.
- 5 **SCHEDULES** - The Schedules to this Agreement (including any appendices or documents incorporated by reference into those schedules) are part of this Agreement.
- 6 **QUIET ENJOYMENT OF THE LEASE AREA** - Subject to this Agreement, the Tenant will and may peaceably hold and enjoy the Lease Area during the Term without interruption or disturbance by the RDCK or any person lawfully claiming under the RDCK, subject only to sections 7.
- 7 **USE OF LEASE AREA** - The RDCK hereby grants to the Tenant and the Tenant covenants and agrees that the Tenant will use the Lease Area only for the Activities described in Schedule C and in accordance with the terms and conditions of this Agreement.
- 8 **USE OF COMMON AREAS** - The RDCK hereby grants to the Tenant and the Tenant covenants and agrees to the non-exclusive and non-transferable right to access and use the Common Areas identified in Schedules A and B in accordance with the terms and conditions described herein.
- 9 **ALTERNATIVE USES** - For greater certainty, the Tenant agrees that the Lease Area and Common Areas must not be used for any other purposes unless the Tenant obtains the prior written approval of the RDCK.
- 10 **ASSIGNING, SUBLETTING AND SUBLICENSING** - Except as expressly permitted in this Agreement, the Tenant shall not assign this Agreement in whole or in part and shall not sublet all or any part of the Lease Area without the Tenant obtaining the prior written consent of the RDCK in each instance with such consent not to be unreasonably withheld. In requesting the RDCK's consent to an assignment or sub-lease, the Tenant must provide the RDCK with all information requested by the RDCK. The Tenant must, if required by the RDCK, enter into assignment agreements or sub-leases of the Lease Area on terms the required by the RDCK, including requirements for insurance and indemnities. No assignment by the Tenant will release the Tenant from its obligation to observe or perform the Tenant's obligations under this Agreement.
- 11 **NO NUISANCE** - The Tenant will make reasonable efforts to not, at any time during the Term or any Renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event

and, the Tenant will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the RDCK, or to any occupant of the Premises in the vicinity of the Premises or to the public generally.

FEES AND COSTS

12 RENT - The Tenant shall pay Rent to the RDCK as per the terms specified in this Agreement and in Schedule F.

13 NO ABATEMENT - The Tenant is not entitled to any abatement, reduction, or deduction from the Rent.

14 INTEREST ON AMOUNTS IN ARREARS - The Tenant will pay to the RDCK, interest at a rate equal to three percent per year above the prime commercial lending rate per year charged by the Royal Bank of Canada at its main branch in Vancouver, at the start of each month, calculated and compounded monthly, upon all Rent or other expenses required to be paid under this Agreement, from the due date for payment until paid. This stipulation for interest will not prejudice any other right or remedy of the RDCK under this Agreement or at law or at equity.

15 UTILITIES AND JANITORIAL – The Tenant and the RDCK shall pay and make arrangements for utilities and janitorial services in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D.

16 NET AGREEMENT - Except as otherwise provided in this Agreement, it is the intention of both parties that this is a “net Agreement” and that all expenses, costs and payments incurred in respect of the Lease Area, and any other improvement to the Lease Area or anything affecting the Lease Area shall be borne by the Tenant, in addition to the Tenant’s obligation to pay Rent and otherwise abide by the terms of this Agreement.

17 TAXES AND FEES - The Tenant and the RDCK shall pay taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax as defined in the RDCK and Tenant Service Responsibilities table included in Schedule D.

18 OWN COST - Except as otherwise provided in this Agreement, the Tenant shall perform all of its obligations, covenants and agreements under this Agreement solely at its own cost.

19 LEGAL COSTS - Each of the RDCK and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Agreement.

SIGNAGE AND ADVERTISING

20 RDCK NAME - The RDCK does not allow the Tenant to use the name of the RDCK in any public advertising, promotion, or information about its Activities. Promotions and advertising distributed by the Tenant will not be presented in such a way that the RDCK is seen to endorse or be connected to the Tenant or its Activities

21 WRITTEN APPROVAL - The Tenant may not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction outside of the Lease Area and/or on the outside of the Premises without written approval from the RDCK Agreement Administrator.

CONDITION OF THE LEASE AREA

22 RISK - The Tenant accepts the Lease Area and Common Areas “as is” and will use the Lease Area and Common Areas at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Lease Area and Common Areas. The RDCK is not responsible for any loss, damage or theft of items belonging to the Tenant stored in the Lease Area and Common Areas.

23 SAFETY - The Tenant shall take all reasonable precautions to ensure the safety of persons using the Lease Area and Common Areas.

24 TENANT INSPECTION PRIOR TO USE - The Tenant shall, throughout the Term of this Agreement and on each occasion it uses the Lease Area and Common Areas, inspect the Lease Area and Common Areas and shall forthwith notify the RDCK of any condition that that may render the Lease Space and Common Areas or anything therein hazardous or unsafe.

25 DAMAGE – The Tenant must notify the RDCK if they cause or notice any damage to any infrastructure on the RDCK’s Premises.

26 RDCK RIGHT TO INSPECT - The Tenant shall permit the RDCK to enter the Lease Area at all reasonable times to determine if the Tenant is complying with all its promises under this Agreement.

27 TENANT REPAIRS AND MAINTENANCE - The Tenant shall pay and make arrangements for repairs and maintenance in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D. Except as otherwise provided in Schedule D the Tenant shall:

- (a) repair and maintain and keep the Lease Area in a state of good repair as a prudent owner would do;
- (b) subject to sections 29, assume the full and sole responsibility of the condition, operation, maintenance, repair, replacement and management of the Lease Area and Leasehold Improvements during the Term; and
- (c) outside of the Lease Area, be responsible for the cost of repairing or restoring any environmental damage occurring to the Premises in connection with the Activities;
- (d) outside of the Lease Area, be responsible for the cost of any repairs to the Premises, any part thereof or any equipment which are required to be made due to the negligence or willful misconduct of the Tenant or anyone for whom the Tenant is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred by the RDCK. The Tenant acknowledges and agrees that all repairs or replacements are to be carried out to the sole satisfaction of the RDCK.

28 REPAIR ACCORDING TO NOTICE – Without restricting the generality of section 27, the Tenant will do all repairs and maintenance that it is obliged to do pursuant to section 27 promptly upon notice from the RDCK. If the Tenant does not perform all repairs and maintenance promptly upon notice from the RDCK, the RDCK reserves the right but will not be obliged to enter the Lease to restore the Premises and Leasehold Improvements back to the state of good repair. The Tenant will pay to the RDCK, on demand, the RDCK’s cost of so doing.

29 MAJOR REPAIRS - The Tenant shall not undertake any Major Repairs without first obtaining the consent of the RDCK, such consent not to be unreasonably withheld.

30 REPAIR AND MAINTENANCE STANDARD - All repair and maintenance work will be in all respects to a standard equal to or greater than the original work and material in the improvements, and will meet the lawful requirement of all statutory authorities.

31 RDCK REPAIR AND MAINTENANCE OBLIGATIONS - The RDCK shall pay and make arrangements for repairs and maintenance in accordance with the RDCK and Tenant Service Responsibilities table included in Schedule D. Except as otherwise provided in Schedule D the RDCK will not be obliged to repair, maintain, replace or alter the Lease Area or Leasehold Improvements during the Term or to supply any services or utilities thereto save and except for such services and utilities as the RDCK may be required to provide strictly in its capacity as a local government and not in its capacity as a landlord.

32 DAMAGE TO RDCK'S PROPERTY - The Tenant will take all reasonable measures to ensure that the Premises is not in any way damaged during the Term and will fully reimburse the RDCK for any and all physical or environmental damages to the Premises caused by or attributable to the Tenant or its agents, servants, employees, or contractors. Any damage done by the Tenant to the Premises will be repaired at the Tenant's expense.

33 WASTE - The Tenant will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the Premises.

34 ENVIRONMENTAL CONTAMINATION - The Tenant will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Municipal statutes, bylaws, regulations, orders and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Tenant will comply with the following provisions:

- (a) the Tenant will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Lease Area and Common Areas, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Lease Area and Common Areas caused by the Tenant during the Term;
- (b) the Tenant must provide the RDCK with immediate notice of any condition on the Lease Area and Common Areas that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition. For the purpose of this agreement the notice is to be provided to the RDCK Agreement Administrator identified on the first page of this Agreement; and
- (c) the Tenant must provide the RDCK with immediate notice in writing, upon the Tenant becoming aware of any contamination of the Lease Area and Common Areas.

CONSTRUCTION

35 CONSTRUCTION - The Tenant may, if the Tenant is not then in default under this Agreement and with the prior written consent of the RDCK, undertake improvements, construction or renovations of the Lease Area and Common Areas. In giving its consent, the RDCK may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations. There is no obligation by the RDCK to pay for the Leasehold Improvements.

36 PERMITS REQUIRED - The Tenant acknowledges that prior to undertaking any improvements, construction or renovations of the Lease Area and Common Areas, the Tenant must obtain a building permit and comply with all other bylaw requirements on construction and development.

37 UNDERGROUND UTILITIES - The Tenant shall be responsible for locating all underground utilities prior to commencing subterranean work and provide proof of such to the RDCK.

38 WORKER AND SITE SAFETY - As a condition of access to the RDCK's Premises, the Tenant, Tenant's representatives and Tenant's subcontractors shall comply with any site safety requirements identified by the RDCK.

39 REVERTER - The Tenant acknowledges that in the event the Agreement is terminated subject to section 55 and Schedule A section 1, all improvements completed by the RDCK on the Lease Area and Common Areas, past and present, shall become the property of the RDCK.

SUBCONTRACTORS

40 The Tenant shall preserve and protect the rights of the RDCK with respect to any supply of services or work performed under the Agreement and shall:

- (a) enter into Contracts or written agreements with the subcontractors requiring them to supply services and perform work in accordance with and subject to the terms and conditions of this Agreement; and
- (b) be as fully responsible to the RDCK for acts and omissions of the subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Tenant.

41 Nothing contained in this Agreement shall create any contractual obligation between any subcontractor and the RDCK.

RELEASE, INDEMNITY AND INSURANCE

42 RELEASE - The Tenant hereby releases the RDCK and its elected officials, officers, employees, agents, contractors, and licensees, from all claims for damages or other expenses arising out of any personal injury, death, or property loss or damage sustained by the Tenant or its employees, agents, contractors, subcontractors, officials, officers, sublessees, licensees, or invitees, except to the extent caused by the negligence of the RDCK, or those for whom the RDCK is, in law, responsible.

43 TENANT'S INDEMNITY - Notwithstanding the provision of any insurance coverage by the RDCK, the Tenant shall indemnify and save harmless the RDCK, its elected officials, officers, employees and agents and their successor(s), assign(s) and authorized representative(s) and each of them (collectively the "RDCK

People” from and against losses, claims, damages, actions, and causes of action (collectively referred to as “**Claims**”), that the RDCK or RDCK People, or any one of them, may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, by reason of the use or occupation of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use or occupation of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, or by reason of non-compliance by the Tenant with any laws or by reason of any defect in the Premises, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements.

44 SURVIVAL OF INDEMNITY AND RELEASE - The indemnity and release contained in this Agreement will survive the expiration or earlier termination of the Term.

45 INSURANCE - During the Term and for any additional period following the end of the Term set out in the Insurance Schedule of this Agreement, the Tenant will have and maintain in force in Canada, at a minimum, the insurance coverages set out in the Insurance Schedule, and the Tenant will otherwise comply with the provisions of the Insurance Schedule. Failure to secure such insurance coverage, or the failure to comply fully with any of the Insurance Schedule will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Tenant are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by the Tenant under this Agreement.

46 For the purposes of sections 42, 43, 44 and 45, “Tenant” includes any assignee, sub-tenant, licensee, sub-licensee or Sub-Contractor of the Tenant.

DISPUTE RESOLUTION

47 PROCEDURES - All claims, disputes or issues in dispute between the RDCK and the Tenant shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Agreement shall be governed by the laws of British Columbia, Canada.

48 ARBITRATION - In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

49 ARBITRATION LOCATION - Arbitration will take place in the Southern Interior of British Columbia.

50 COST SHARING FOR MEDIATOR PROCESS - Unless otherwise agreed by the parties or ordered by an arbitrator, each party will pay an equal share of the costs for the mediator process.

NOTICES, DEFAULT AND TERMINATION

51 NOTICES - Any notice, request or demand provided for in the Agreement shall be in writing and

- (a) Directed to the Agreement Administrator named on the front page of this agreement;
- (b) 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.

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

53 RDCK'S RIGHT TO PERFORM - If the Tenant fails to rectify or cure a default within the time and in the manner specified in section 52 and if the default is one that can be rectified or cured by the RDCK, the RDCK may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Tenant as additional Rent. Nothing in this Agreement obligates the RDCK to rectify or cure any default of the Tenant but should the RDCK choose to do so, the RDCK shall not be liable to the Tenant for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

54 DISTRESS - If the Rent payable by the Tenant under this Agreement is in arrears, the RDCK or a person authorized in writing by the RDCK may enter upon the Lease Area and Common Areas and seize any goods or chattels and may sell the same. The RDCK may use enough force for that purpose and for gaining admittance to the Lease Area and Common Areas, and the Tenant releases the RDCK from liability for any loss or damage sustained by the Tenant as a result.

55 PROVISOS - Provided always and it is hereby agreed that the RDCK may, without further notice to the Tenant, terminate this Agreement and re-enter and take possession of the Lease Area and revoke the Tenant's access to and use of the Common Areas if:

- (a) the Rent or any other amount due to the RDCK hereunder is unpaid for 30 days after notice pursuant to section 52; or
- (b) the Tenant fails to observe, comply with or perform any of its covenants, agreements or obligations herein and the failure is not rectified or cured by the Tenant within the time specified in section 52.

In such circumstances, the rights of the Tenant with respect to the Lease and Common Areas shall lapse and be absolutely forfeited. The Tenant will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. If the RDCK terminates this Agreement, the RDCK retains the right to proceed at law against the Tenant for all of the Rent and other loss or damage and costs.

56 COSTS - If the Tenant defaults on this Agreement, the Tenant will pay to the RDCK the RDCK's full costs including legal costs arising from the default, whether before action or otherwise and, at the option of the RDCK, upon a solicitor and client basis.

57 REMEDIES CUMULATIVE - The RDCK's remedies in this Agreement are cumulative and are in addition to any remedies of the RDCK at law or in equity.

58 AMENDMENT TO ARTICLES OR BYLAWS - The Tenant will provide the RDCK with not less than 30 days written notice of any planned amendment to the Tenant's articles or bylaws and its status as a corporation under the *Business Corporations Act* or the *Societies Act*.

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

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

61 DESTRUCTION - If the Lease Area or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or tsunami:

- (a) the Rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Lease and License Areas have been rebuilt or made fit for the purpose of the Tenant; or
- (b) if the RDCK elects not to undertake restoration, repair or replacement this Agreement shall terminate and, for the

purpose of this subparagraph (b), if the RDCK does not advise the Tenant concerning the RDCK's intention within thirty (30) days of the damage occurring, the RDCK shall be deemed to have elected not to undertake restoration, repair and replacement.

62 SURRENDER - Upon the expiration or earlier termination of this Agreement, the Tenant shall remove the Tenant's Property from the Lease Area and restore the Lease Area to its original condition, except:

- (a) for damage caused by ordinary wear and tear; or
- (b) upon negotiation both parties agree that the Leasehold Improvement will become the property of the RDCK.

The Tenant shall peaceably surrender and give up possession of the Lease Area and access to the Common Areas without notice from the RDCK, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

LAND

63 LIENS AND JUDGMENTS - The Tenant will not permit any liens, judgments or other charges to be registered against the Premises except those charges permitted in writing by the RDCK. Unless otherwise agreed in writing, if any lien, judgment or other charge is registered, the Tenant will obtain its discharge within 30 days of the said registration.

64 CHARGES ON TITLE - The Tenant shall abide and observe all requirements and restrictions on the title of the Premises registered prior to the Commencement Date.

65 FILING NOTICE OF INTEREST - Throughout the Term, the RDCK is entitled to file a Notice of Interest pursuant to the *Builders Lien Act, SBC 1997, c. 45* as amended or re-enacted, in the appropriate Land Title Office against title to the Premises.

66 OTHER DISPOSITION - The RDCK reserves the right to grant rights of way, easements, covenants and other dispositions of the Premises or any part of it in a manner consistent with this Agreement and the Tenant shall execute any such document if requested by the RDCK. The RDCK shall make reasonable efforts to ensure that the activities of the Tenant are not impeded as a result of any grant under this section 66. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Agreement if it does not charge the Lease Area.

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

68 ESTOPPEL CERTIFICATE - The Tenant will, upon request, execute and deliver a certificate certifying the current status of this Agreement.

LAWS, BYLAWS, REGULATIONS

69 COMPLIANCE WITH LAWS - The Tenant will at all times during the Term and any Renewal Term use and occupy the Lease Area and use the Common Areas in compliance with all statutes, laws,

regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

70 PRIVACY LAWS – The Tenant acknowledges that the RDCK is subject to the disclosure requirements of the Freedom of Information and Protection of Privacy Act of British Columbia.

71 ZONING - Without limiting section 69, the Tenant acknowledges that the Tenant must not use the Premises or permit a use in breach of the RDCK's applicable zoning bylaws.

AGREEMENT GOVERNANCE

72 LAW - This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

73 LAW TO THE CONTRARY - This Agreement shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

74 ENUREMENT - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

75 SEVERANCE - If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

76 COVENANTS AND CONDITIONS - All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

77 NO WAIVER - Waiver by the RDCK of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

78 REFERENCES - Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

79 AMENDMENT - The Agreement may not be modified or amended except by an instrument in writing signed by the RDCK and the Tenant.

80 REMEDIES NOT EXCLUSIVE - No remedy conferred upon or reserved to the RDCK is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

81 NATURE OF INTEREST - Nothing in this Agreement shall constitute the Tenant as the agent, joint venture or partner of the RDCK or give the Tenant any authority or power to bind the RDCK in any way.

82 TIME OF ESSENCE - Time is of the essence of this Agreement.

83 LEGAL STATUS - The Tenant warrants, represents and agrees that:

- (a) it has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- (b) the Tenant is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it, and has made all filings required under such legislation; and
- (c) it has the power and capacity to enter into and carry out the transaction provided for in this Agreement.

84 FURTHER ASSURANCES - The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement.

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

86 ENTIRE AGREEMENT - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

SCHEDULE A - TERM AND RDCK PREMISES

- 1 DEMISE AND TERM** - The RDCK hereby demises and leases to the Tenant the Lease Area for a term commencing **17-July-2026** (the “**Commencement Date**”) and ending on **17-July-2027** at 11:59 pm or such earlier or later date as may be determined by the mutual agreement of the parties or in accordance with this Agreement (the “**Termination Date**”), to have and to hold for the Term as the Tenant, and the Tenant does hereby accept the demise and lease of the Lease Area, all subject to the covenants, conditions and agreements herein contained; and
- 2 RENEWAL** - The Agreement may be renewed **five (5)** times for **one (1)** year periods upon mutual agreement of the parties.
- 3 HOLDING OVER** - If the Tenant should hold over after the expiration of the Term and the RDCK should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month with Rent payable in an amount equal to 110% of the Rent payable at the expiration of the Term or Renewal Term, as the case may be.
- 4 RDCK PREMISES** - The RDCK owns and operates the Kaslo and Area Emergency Services Building, and all appurtenances as located at 529 Arena Ave, in Kaslo, Province of British Columbia, more particularly known and described as: Kaslo Fire Department, LOT A PLAN EPP32990 DISTRICT LOT 209a KOOTENAY LAND DISTRICT in the map and site plans included below (“Premises”) and has identified the Search and Rescue Office, which area is marked on the Site Plan below as the “**Lease Area**”, and the “**Common Areas**” listed in Schedule B, which the Tenant may access and use as per the terms of this Agreement.

(continued on next page)

Fire Hall KSAR Lease Site Plan



SCHEDULE B - COMMON AREAS ACCESS AND USE**1 COMMON AREAS** - Except as stated below, the Tenant is not permitted to access or use any part of the Premises, other than the Lease Area:

- (a) **Parking** - The Tenant will have non-exclusive and non-transferable rights to access the Premises' parking lot. The Tenant must not block or impede access to garbage, recycling, organics bins, fire lanes or parking lot gates, and must not park on the septic field, which will be marked by cones.
- (b) **Space in apparatus bay**- The Tenant shall be permitted to use one-quarter (1/4) of the vehicle bay space, which will be clearly delineated by a painted boundary, and is currently identified on the attached building layout plan. This space is adequate for two Tenant vehicles.

The Tenant shall not use or occupy any areas beyond the designated marked boundary without the prior written consent of the RDCK.

The Tenant agrees that any third vehicle currently stored within the vehicle bay space shall be removed from the Premise within one year from the date of this agreement (July 17, 2027). At the Tenant's request, an extension to this date may be provided upon written agreement from the RDCK's Agreement Administrator.

The Tenant agrees to move trailers currently parked in parking area within one year from the date of this agreement (July 17, 2027). At the Tenant's request, an extension to this date may be provided upon written agreement from the RDCK's Agreement Administrator.

- (c) **Washrooms** - The Tenant will have non-exclusive and non-transferable rights to access of the Premises' washrooms.
- (d) **Kitchen & Dining Areas** - The Tenant will have non-exclusive and non-transferable rights to access of the Premises' Kitchen and Dining Areas.
- (e) **Training Room** – The Tenant will have non-exclusive and non-transferable rights to access of the Premises' training room using the scheduling booking mechanism (i.e. shared calendar, or as approved by the RDCK's Agreement Administrator).

CONTROL AND MAINTENANCE OF COMMON AREAS

- 2** The RDCK will provide routine cleaning services for the Common Areas; however, the Tenant shall clean up after its use, including washing and putting away dishes, removing waste, cleaning spills, and leaving all Common Areas in a clean, tidy, and orderly condition after each use.
- 3** The control, operation and maintenance of the Common Areas will be under the exclusive control of the RDCK. Without limiting the generality of the foregoing, the RDCK may retain contractors and employ personnel to repair, operate, administer and manage the Common Areas or any portion thereof.
- 4** The RDCK may, at any time and from time to time, make changes, alterations and modifications to the Common Areas or any portion thereof by the construction, removal, relocation or alteration of any improvements within the Common Areas.

- 5 The RDCK will have access to the Common Areas at all reasonable times for the purpose of making any such changes and the RDCK will, to the extent reasonably possible in the circumstances, minimize any interference with the Tenant's use of the Common Areas.

SCHEDULE C - LEASE AND COMMON AREAS SUPPLEMENTARY TERMS AND CONDITIONS

- 1 **OPERATIONAL PRIORITY OF FIRE HALL** – The Tenant acknowledges that the Lease and Common Areas are located within an active fire hall and that the RDCK's fire protection, emergency response, training, operational, maintenance, and related activities are essential public safety functions. The Tenant further acknowledges and agrees that all fire hall operations and activities shall at all times take precedence over the Tenant's use and occupancy of the Lease and Common Areas.

The Tenant shall not interfere with, obstruct, delay, or restrict the RDCK's operations or use of the fire hall in any manner. The RDCK reserves the right, acting reasonably, to temporarily restrict access to, interrupt use of, or require the Tenant to vacate portions of the Premises or surrounding areas where necessary to accommodate emergency operations, training exercises, equipment movement, maintenance activities, renovations, or other fire hall purposes.

The Tenant acknowledges that noise, alarms, vehicle movements, emergency dispatch activities, training exercises, and after-hours operations are inherent aspects of a functioning fire hall and shall not constitute a nuisance, disturbance, breach of quiet enjoyment, or default under this Lease.

No interruption, restriction, or interference arising from fire hall operations or activities shall entitle the Tenant to compensation, damages, rent abatement, or termination of this Lease.

- 2 **ACTIVITIES** – Access to the Lease and Common Areas is restricted to the Tenant's authorized members, employees, volunteers, and only for purposes consistent with this Lease for the Activities listed below. Without restricting section 1 of this Schedule, the Tenant is authorized to undertake the following activities within the Lease Area and Common Areas:

- (a) Training, including classroom sessions as well as practical training that is appropriate for the premises
- (b) Equipment and Apparatus storage in assigned areas of the Site Plan in Schedule A;

- 3 Organizing, cleaning, and maintaining of equipment in Lease & Common areas **THIRD-PARTY ACCESS** - The Tenant shall not permit use of the Premises by the general public or by any other organization without the prior written consent of the RDCK.

- 4 **BUILDING ALARM** – Alarm access code will be provided by the RDCK to the Tenants identified below. The Tenant is responsible for ensuring only appropriate members of the Tenant's organization receive a code, and that members follow this agreement.

CODE HOLDER Organization	Representative	Contact
Kaslo Search and Rescue	Alana Jenkins	alana.jenkins@kaslosar.com

Kaslo Search and Rescue	Alicia Jones	alicia.jones@kaslosar.com
Kaslo Search and Rescue	Amie Sheppard	amie.sheppard@kaslosar.com
Kaslo Search and Rescue	Andrew Summerfi	andrew.summerfield@kaslosar.com
Kaslo Search and Rescue	Aurora Smith	aurora.smith@kaslosar.com
Kaslo Search and Rescue	Brian Denner	brian.denner@kaslosar.com
Kaslo Search and Rescue	Brian Pollick	brian.pollick@kaslosar.com
Kaslo Search and Rescue	Casey Atkin	casey.atkin@kaslosar.com
Kaslo Search and Rescue	Cloe Bayeur-Holland	<u>cloe.bayeur-holland@kaslosar.com</u>
Kaslo Search and Rescue	Danielle Lussier	danielle.lussier@kaslosar.com
Kaslo Search and Rescue	Erin Lawrence	erin.lawrence@kaslosar.com
Kaslo Search and Rescue	Franz Kocher	franz.kocher@kaslosar.com
Kaslo Search and Rescue	Geoffrey Halliday	geoffrey.halliday@kaslosar.com
Kaslo Search and Rescue	Glen Skobalski	glen.skobalski@kaslosar.com
Kaslo Search and Rescue	Hayley Walker	hayley.walker@kaslosar.com
Kaslo Search and Rescue	Jackie Jennings-Bates	jackie.jennings-bates@kaslosar.com
Kaslo Search and Rescue	Jana Poborilova	jana.poborilova@kaslosar.com
Kaslo Search and Rescue	Joerg Schreiber	joerg.schreiber@kaslosar.com

Kaslo Search and Rescue	Kevin Connor	kevin.connor@kaslosar.com
Kaslo Search and Rescue	Kiera Nay	kiera.nay@kaslosar.com
Kaslo Search and Rescue	Lee Symmes	lee.symmes@kaslosar.com
Kaslo Search and Rescue	Mark Jennings-Bates	mark.jennings-bates@kaslosar.com
Kaslo Search and Rescue	Miranda Halliday	miranda.halliday@kaslosar.com
Kaslo Search and Rescue	Miriam Halliday	miriam.halliday@kaslosar.com
Kaslo Search and Rescue	Orion Cooper	orion.cooper@kaslosar.com
Kaslo Search and Rescue	Peter LeCouffe	peter.lecouffe@kaslosar.com
Kaslo Search and Rescue	Rik Valentine	rik.valentine@kaslosar.com
Kaslo Search and Rescue	Robyn Skobalski	robyn.skobalski@kaslosar.com
Kaslo Search and Rescue	Stefan Lettrari	stefan.lettrari@kaslosar.com
Kaslo Search and Rescue	Shawna Cox	shawna.cox@kaslosar.com

(a) The Tenant must adhere to the following conditions for use of the alarm codes:

- (i) Any changes to the Code Holder(s) must be reported in writing to the RDCK Agreement Administrator identified on the first page of this agreement within 3 business days;
- (ii) Access is granted only to the Lease Area and Common Areas. All other portions of the RDCK Premises are off-limits to the Tenant;
- (iii) The Tenant is not authorized to share or distribute the code to others;
- (iv) If first to arrive, the Tenant must disable the building alarm. If last to leave, the Tenant must enable the building alarm and ensures doors are locked.

SCHEDULE D – RDCK AND TENANT SERVICE RESPONSIBILITIES

(A) ITEM	(B) To Be Provided by RDCK, Cost Included in the Rent	(C) To Be Provided by RDCK, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant	(E) Does Not Apply
LEASE AREA CLEANING				
Janitorial Service and Supplies		☒		
Window Cleaning Interior		☒		
Window Cleaning Exterior		☒		
LEASE AREA MAINTENANCE				
Minor Repairs and Maintenance	☒			
Major Repairs and Maintenance	☒			
Redecoration and Refurbishment	☒			
Landscaping	☒			
HVAC				
Preventative Servicing	☒			
Minor Repairs	☒			
Capital/Asset Management	☒			
ELEVATOR				
Preventative Servicing				☒
Minor Repairs				☒
Capital/Asset Management				☒
ELECTRICAL				
Lamp and Tube Replacement	☒			
Preventative Services	☒			
Minor Repairs	☒			
Capital/Asset Management	☒			
NON-ENERGY UTILITIES				
Garbage Removal	☒			
Water and Sewage	☒			
Recycling Program	☒			

FUELS				
Heating and Cooling	☒			
ELECTRICITY				
Electricity	☒			
SECURITY SYSTEMS				
Equipment and Monitoring	☒			
Patrols				☒
FIRE AND SAFETY				
Building	☒			
Premises	☒			
TENANT IMPROVEMENTS				
Tenant Improvements			☒	
Premises Maintenance	☒			
TAXES				
All taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax, which may be payable in respect of this Agreement.	☒			
PARKING				
Parking Rent				☒
Snow Removal	☒			
Repairs and Maintenance	☒			

SCHEDULE E - INSURANCE

- 1 INSURANCE** - Without restricting the generality of the indemnification provisions of this Agreement, insurance and coverage will be arranged and paid for as under-noted:

- (a) The Tenant must take out and maintain the insurance coverages detailed in this Schedule E and shall provide the RDCK evidence of coverage upon execution of this Agreement in the following format:
- (i) an ICBC form APV 47; and
- (ii) the RDCK's Standard Certificate of Insurance form completed by the Tenant's broker.

COVERAGE TYPE	AMOUNT	AGGREGATE	MAXIMUM DEDUCTIBLE
(a) Automobile Liability (third party) Insurance for the apparatus stored in the vehicle bay.	\$5,000,000 per occurrence	N/A	N/A
(b) Comprehensive Commercial General Liability	\$3,000,000 per occurrence	N/A	\$5,000
(c) Broad Form Commercial Property as per section 4 of this Schedule.			

- 2 CGL COVERAGE** - The Tenant's **Commercial General Liability** coverage must include but is not limited to the following:
- (a) **Broad Form bodily injury, property damage, and personal injury** coverage, on an occurrence basis;
- (b) **Blanket Contractual** Liability endorsement;
- (c) **Cross Liability** and/or **Severability of Interests**;
- (d) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
- (e) Name "**the Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents**", as an **Additional Insured**;
- (f) Require the insurer to provide the RDCK with **30 days written notice** of any material change or cancellation;
- (g) **Tenant's Legal** Liability in the amount of **3,000,000**;
- (h) **Premises** Liability.
- 3** The above noted policy(ies) of insurance must be **Primary and Non-Contributory** to any other sources of insurance available to the Tenant or the RDCK.
- 4 PROPERTY COVERAGE** - The Tenant shall, at their sole expense, obtain and maintain **Broad Form Commercial Property** insurance, insuring the Tenant's equipment, stock, tools, and any improvements and betterments, fixtures, appurtenances, of their leased area and/or building(s), to their full replacement value. Such policies of insurance will include cover for Flood Damage, Sewer Backup, and Earthquake Damage, and be subject to an All Risks deductible of not more than \$5,000 per any one loss.

ADDITIONAL TENANT INSURANCE TERMS AND CONDITIONS

- 5** The Tenant is solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Tenant or that is required by the Tenant to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Tenant and with the Tenant being responsible for obtaining whatever additional insurance it deems necessary.
- 6** The RDCK may, at its discretion, notify the Tenant that the terms, amounts and types of insurance required to be obtained by the Tenant hereunder be changed.
- 7** If the Insurance Policies expire during the Term, the Tenant shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK within 14 days of your current policy.
- 8** In the event the Tenant shall fail to take out and maintain such insurance at all times during the Term as provided in this Schedule, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Tenant and the Tenant will pay to the RDCK, on demand, the RDCK's cost of so doing; or at the option of the RDCK, the RDCK shall be entitled to terminate this Agreement.
- 9** All policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which the RDCK consents. Consent, non-consent, and/or authorized consent of the RDCK will not constitute an agreement by the RDCK to participate in the financial undertaking of the Tenant to satisfy any deductible payable. The Tenant will be solely responsible for any and all insurance deductible;
- 10** That the Tenant will not do or permit anything to be done whereby any of the RDCK's policy of insurance on the buildings or any part policy of insurance on the buildings or any part thereof may become void or voidable or whereby the premium thereon may be increased.

SCHEDULE F - RENT AND PAYMENT TERMS

- 1 RENT** - The Tenant shall pay Rent to the RDCK in the amount of **\$ 1.00** (excluding GST) per year during the Term. Rent is due on the Commencement Date and thereafter on the anniversary of the Commencement Date of each year during the Term.



Committee Report – For Information

August 17, 2026

Operational & Capital Grants – Community Halls

Author: Trisha Davison, General Manager of Community Services
File Reference: 01-2-515-20
Electoral Area/Municipality: VILLAGE OF KASLO & AREA D
Services Impacted S221

1.0 PURPOSE OF REPORT

The purpose of this report is to outline the current process used to provide operational funding to community halls through Financial Services Grants and to present opportunities to enhance communication and engagement between the committee and recipient organizations.

2.0 BACKGROUND AND UPDATE

Background

The Kaslo & Area D Recreation Commission provides annual operating and capital funding to several community organizations that deliver recreational, social, cultural, and community-building opportunities throughout the service area.

In 2025, community halls and other organizations seeking grant funding through Service S221 were invited to participate in a formal grant application process. The updated process was intended to improve consistency, transparency, and accountability while providing the Commission with the information necessary to support informed budgeting decisions.

The grant application process is generally as follows:

- Each fall, eligible organizations are invited to submit funding requests for the upcoming year. Application instructions and forms are distributed directly to recipients.
- As part of the application process, organizations are asked to provide:
 - A copy of the organization's most recent audited or year-end financial statements;
 - A copy of the organization's five-year financial plan, where available;
 - A summary of other funding sources and confirmed or anticipated funding amounts; and
 - For capital projects, one or more contractor quotes or cost estimates.
- Following the application deadline, staff review submissions and incorporate funding requests into annual budget discussions with the Commission at their meeting in December.

- Upon endorsement by the Commission, the proposed budget proceeds through the RDCK budget approval process.
- Once the budget is approved, grant funding is released through the RDCK Financial Services grant administration process, which generally commences in late Spring.

In 2025, the following operational grants were distributed:

Organization	2025 - actual	2026 - budget
Ainsworth Recreation Association	\$11,000	\$11,000
Argenta Community Association - Hall	\$9,515	\$9,515
Johnsons Landing Community Association	\$12,800	\$13,825
Lardeau Valley Community Club	\$40,789	\$41,233

For Consideration

To strengthen relationships with funded organizations and improve the Commission's understanding of community priorities, the Commission may wish to establish an annual engagement process with grant recipients.

This could include inviting representatives from funded organizations to attend a Commission meeting each fall to:

- Provide an overview of organizational activities and services;
- Share how grant funding has been utilized;
- Discuss emerging operational or capital challenges;
- Identify future goals and funding needs; and
- Explore opportunities for collaboration and coordination across the service area.

A structured engagement process would provide Commission members with valuable context during budget deliberations and support informed decision-making regarding future funding priorities. It would also create an opportunity for organizations to share successes, challenges, and long-term planning considerations directly with the Commission.

Depending on the Commission's objectives, organizations could be invited to participate as agenda presentations rather than formal delegations, allowing for a more collaborative discussion and facilitating timely direction to staff as part of the annual budget development process.

3.0 NEXT STEPS AND TIMELINE

Should the committee support a more formal engagement process, staff will develop a proposed schedule and communication framework for consideration during the 2027 budget planning cycle.

Community hall organizations could be invited to attend a fall committee meeting to provide updates on operations, financial sustainability, current priorities, and future projects. Information gathered through these discussions would assist the committee in understanding community needs and could help inform future funding and budget decisions.

Respectfully submitted,

Trisha Davison, General Manager of Community Services

CONCURRENCE

Regional Manager of Recreation & Client Services - Kristi Calder

Regional Manager of Operations & Asset Management – Craig Stanley



Committee Report – For Information

August 17, 2026

Glacier Creek Regional Park Tenure

Author:	Mark Crowe, Regional Park Planner
File Reference:	7015-20-GCRP
Electoral Area/Municipality:	Electoral Area D
Services Impacted	S221 - Community Facility Recreation & Parks-Kaslo and Area

1.0 PURPOSE OF REPORT

The purpose of this report is to inform the Committee that Glacier Creek Regional Park (GCRP) is currently operating under an expired land tenure agreement. Staff are preparing background and budgeting information that is necessary for the Committee to understand what is required to apply to the Province of BC for a Community Institutional Licence of Occupation (LoO). This information will inform the 2027 Financial Plan discussions.

2.0 BACKGROUND AND UPDATE

GCRP is a 20 hectare waterfront access park located on the eastern shore of Duncan Lake, north of Meadow Creek in Electoral Area D. The park is predominantly forested, with developed areas limited to access roads, campsites, and picnic facilities. It offers a range of outdoor recreational opportunities, including camping, boating, fishing, swimming, picnicking, and nature interpretation. For over thirty years, Glacier Creek Regional Park has undergone significant improvements, including the development of 34 campsites, a picnic shelter and upgrades to the boat launch.

Tenure History

GCRP is situated on Crown Land. In 1993, the Ministry of Forests transferred responsibility of the site to the RDCK under Special Use Permit S20945 which expired in December 2018. Since the time the SUP was issued the legislation changed, and the Ministry of Forests can no longer issue or renew a SUP for recreation purposes. The Ministry of Forests currently has a note on file to not close this SUP until they know that the Licence of Occupation (LoO) process has been started. They cannot change the SUP expiry date which means the SUP is considered expired.

Under current Provincial legislation the recommended form of tenure for the Regional District is a Community Institutional LoO. This involves making an application to FrontCounter BC and working through the key application requirements which include Mapping and Site Plan, Photographs, Board resolution (supporting the application), and submitting a Management Plan.

LoO proponents are encouraged to engage with First Nations as early as possible in the planning stages to build relationships and for information sharing purposes. It should be noted that no formal First Nations consultation has been completed to date. There is interest from Ktunaxa Nation Council / Yaqan Nukiy Staff to complete a

Cultural Value Survey of the area and to also provide comments on the fuel management prescription and proposed workplan.

What are the Risks?

Without land tenure in place, it is not advisable for the RDCK to undertake park improvements beyond routine maintenance activities. As a result, implementation of some capital projects may need to be deferred until tenure requirements are addressed.

At the same time, it is important that project planning and development continue while the management plan is being prepared. Advancing the feasibility of capital project concepts and maintenance planning will help ensure that proposed improvements are sufficiently defined and can be appropriately evaluated through the management plan process, including consideration of stakeholder and First Nation interests. This work will help position projects for future implementation once management plan direction and land tenure are established.

Preliminary Costs

A current management plan will need to be developed as the existing GCRP Management Plan is from 1996 and the Purpose and Operation Statement is from 2011. Financial considerations associated with this initiative will need to be evaluated through the 2027 Financial Plan process. Preliminary cost estimates are provided below:

- First Nations field review and cultural value survey: \$5,000 to \$20,000
- Management Plan Development: \$50,000 to \$75,000
- Mapping, feasibility assessment, and conceptual design work to support Management Plan recommendations: \$10,000 to \$30,000
- Application fee: To be determined (TBD)

3.0 NEXT STEPS AND TIMELINE

The RDCK has an obligation to ensure that appropriate tenures are in place for its Regional Parks. This ensures that the Board can continue to invest in the park knowing that First Nations, stakeholder, and Provincial interests are considered. It can take up to 2 years to complete a management plan and 2 to 4 years for the province to consider an application for LoO. Staff's estimate of the time it will take to complete the process is anywhere from 2 to 4 years, depending on level of engagement that is required. A high level outline of the next step includes:

1. 2027 Budget Discussions (Fall 2026)
2. Initiate First Nations Engagement
3. Prepare Management Plan
4. Apply for LoO

Respectfully submitted,

Mark Crowe, Regional Park Planner

CONCURRENCE

Chief Administrative Officer – Stuart Horn **Approved**

General Manager Community Services – Joe Chirico **Approved**

Regional Manager - Recreation & Client Services – Kristi Calder **Approved**

Regional Manager - Operations and Asset Management – Craig Stanley **Approved**

ATTACHMENTS:

Attachment A – Regional Park Overview Map

Attachment B – Glacier Creek Regional Park Map

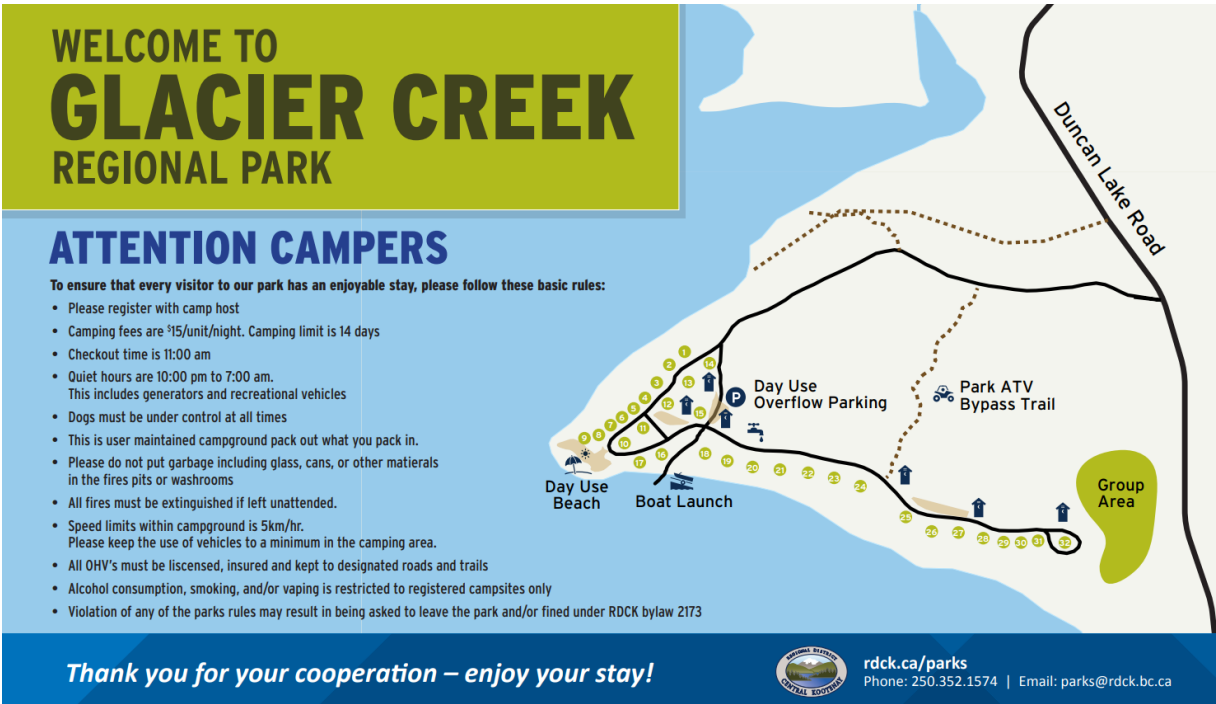
Attachment C – Special Use Permit S20945

Attachment D – 2011 Purpose and Operational Statement

Attachment A – Regional Park Overview Map



Attachment B – Glacier Creek Regional Park Map





Province of
British Columbia

Ministry of
Forests

Kootenay L Forest District
R.R.1, Ridge Road
Nelson, British Columbia
V1L 5P4
Tel: (604) 825-1100 Fax: (604) 354-6290

Attachment C



PIN 5-6
REC 3-2

Legal?

File: 19570-20\S20945

May 2, 1995

Regional District of Central Kootenay
601 Vernon Street
Nelson, British Columbia
V1L 4E9

Re: Special Use Permit S20945

Enclosed is your completed copy of the Special Use Permit Document for
Glacier Creek Public Recreation Site signed by the District Manager.

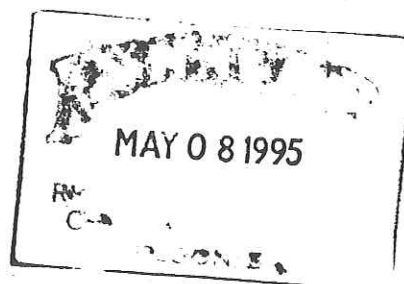
Please be prepared to comply with all conditions set forth in this permit and the
licence document before proceeding.

Yours truly,

J.M. Brown
Resource Services Harvesting

Enclosure: SUP Document

cc: Timber Harvesting Branch Victoria B.C.
B.C. Assessment Authority, 502 Victoria Street, Nelson, BC



PROVINCE OF BRITISH COLUMBIA
FORESTS

MINISTRY OF

SPECIAL USE PERMIT

No S20945

March 1, 1995

Regional District of Central Kootenay (**Permittee**)
601 Vernon Street
Nelson, British Columbia
V1L 4E9

Telephone Number 352-6665

- 1.01 Subject to this Special Use Permit and in consideration of the Permittee's covenants in it, the District Manager of the Kootenay Lake Forest District (the "**District Manager**") grants to the Permittee the right, during the term of this Permit, to use or manage the permit area within the Provincial Forest for the following purpose:

Public Recreation Site

- 1.02 The permit area is the land outlined in red line on the map of Recreation Project REC-2120 on Exhibit A, dated May 26, 1993, attached to this Special Use Permit except land that is excluded in notations made on the map.
- 1.03 The term of this Special Use Permit is for 25 years, beginning March 1, 1995.
- 1.04 The Permittee or the Forest Service may make arrangements to cancel this Agreement one (1) year after written notice to the other party.
- 1.05 The Permittee may, on or after expiry of this Agreement apply to the Forest Service for a renewal of this Agreement.

2.00 ***Financial***

- 2.01 In addition to other money payable to the Permittee under the *Forest Act* and regulations made under it, the Permittee will not be required to pay annual rent to the Crown upon receipt of this Agreement issued on behalf of the Crown.

Special Use Permit
Glacier Creek
Page 2

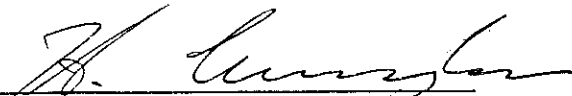
3.00 *Improvements*

- 3.01 Before cutting any timber, erecting any building or other structure or making any other improvement to the permit area the Permittee will submit to the District Manager a plan showing the locations of the cutting and the locations and specifications of structures, buildings and other improvements proposed for the permit area.
- 3.02 The Permittee will not:
- (a) cut any timber or erect any building or other improvement on the permit area, except as approved under this Special Use Permit,
 - (b) remove any building, other structure or other improvement from the permit area, or
 - (c) sell, lease or otherwise dispose of, except bona fide by way of security, any building or other structure, other improvement, or other service on the permit area, without prior written consent of the District Manager.

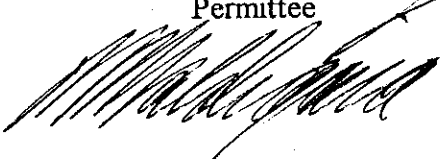
4.00 *Miscellaneous*

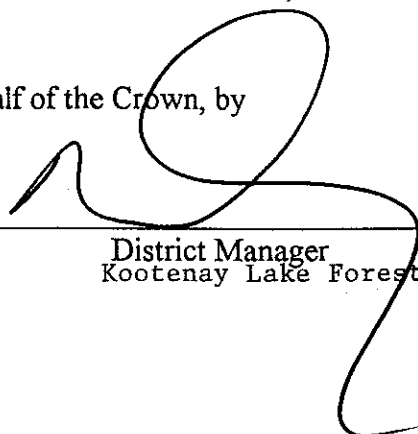
- 4.01 The Permittee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs and expenses faced by the Crown as a result, directly or indirectly, of the Permittee's occupation or use of the permit area.
- 4.02 The parties acknowledge, that for fire protection purposes, sections 121 to 123 of the *Forest Act* shall apply to the permit area and to the parties as though the permit area were a parcel of Crown land subject to an interest under the *Land Act*.
- 4.03 The Permittee will at his own expense:
- (a) repair all damage, except ordinary wear and tear, to roads, trails, irrigation ditches and other improvements on Crown land that results from his use of the permit area, and
 - (b) dispose of all slash and other refuse resulting from the use of the permit area under this Special Use Permit, in the manner directed by a Forest Officer.
- 4.04 This Special Use Permit is subject to the *Forest Act* and regulations made under it.
- 4.05 The Permittee will perform the covenants and will observe the conditions, set out in the attached Schedule.

Special Use Permit entered into on behalf of the Crown, by



Permittee





District Manager
Kootenay Lake Forest District

SCHEDULE

SPECIAL USE PERMIT NO. S20945**RE: 4.05 Other Conditions:**

1. Regional District of Central Kootenay (Permittee) shall manage and operate the permit area in a manner consistent with requirements of the *Regional Parks Act, 1986*, (C-310,S-4a).
2. A 5-Year Management Plan must be prepared by the Permittee. By-laws that govern the length of stay (14 night maximum), security of the site, regulations for use, and maintenance standards and sanitary condition of the site must be included in this Management Plan.
3. The 5-Year Management Plan will be reviewed by the Forest Service and, where appropriate, expressly incorporated into this Agreement.
4. The Permittee shall maintain and manage the permit area (recreation site) in a safe, clean and sanitary condition at all times, to a minimum of standards and guidelines used by the Forest Service.
5. The Permittee shall adequately notify the public of the transfer and acknowledge the efforts and costs incurred by the Forest Service.
6. Adequate signing shall occur to provide the traveling public with information about the facilities at the site and any rules governing their visit while at the site.
7. The site shall be managed as a non-commercial recreational site with no fees for use collected.
8. The Permittee must strive to maintain the site so the public can have an enjoyable and rustic experience.
9. There shall not be any interference with the publics' free access through or onto the permit area.
10. The Permittee shall use and maintain the permit area in a manner to cause the least damage to the environment.
11. This permit is subject to the provisions of the *Health Act*, *Waste Management Act* and *Litter Act* and any regulations issued thereunder. The Permittee shall comply with all applicable municipal, provincial and federal legislation and regulations.
12. The Permittee shall:
 - (i) not allow any substance likely to cause pollution to be deposited at any time within the lake, stream, or ground water;

- (ii) not allow any damage to be done within the high-water level of any stream channel or the lake;
 - (iii) not place or cause to be placed any obstruction or fill within the high-water level of any stream channel or the lake.
13. The Permittee shall not deposit or permit to be deposited any refuse on the lands described in this permit without first obtaining a permit from the Director of the Waste Management Branch, issued pursuant to the provisions of the *Waste Management Act*.
 14. In the event that the Permittee causes or permits the discharge into the land or water of a substance that is, or may be, injurious to health, shall promptly notify the Medical Health Officer of the location, time, duration, nature and quantity of the discharge of the substance and shall take immediate action to prevent and cease the discharge.
 15. Raptor nests may be located on the lands described in this permit and are subject to the provisions of the *Wildlife Act*. The Permittee, his servants, agents or workmen who possesses or takes, injures, molests or destroys a bird or the nest or egg of the bird, except as provided by regulation, commits an offense under the *Wildlife Act* and shall be liable to the penalties provided therein. In addition such violation may render this permit subject to suspension and cancellation.
 16. The Forest Service will not be responsible for the establishment of the boundaries of any permits or licenses issued under the *Water Act*. The Permittee covenants to indemnify and save harmless the Forest Service from and against all claims for loss or damage arising out of any act or omission done or caused by the Permittee, his servants or workmen in carrying out the terms of this permit. It is incumbent on the Permittee to determine the existence of any permits or licenses issued under the *Water Act* by contacting the office of the local Water Management Branch of the Ministry of the Environment.
 17. The Permittee shall make no claim or demand for recompense on account of any loss or damage which may be suffered due to fluctuations or changes in lake or other water levels, or to other conditions involving the uses permitted hereby.
 18. All documents submitted to the Forest Service become the property of the Crown, and as such, may be subject to the disclosure provisions of the *Freedom of Information and Protection Act*.
 19. The Permittee shall ensure that all persons employed by it to work in or in relation to the permit area are competent to perform their duties, adequately trained and fully instructed. The Permittee is solely responsible for the arrangement of reliefs, substitutions, pay, supervision, discipline, unemployment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee in relation to the permit area.
 20. The Permittee shall indemnify and save harmless the Province, its employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and

expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Permittee or of any agent, employee, officer, director or subcontractor of the Permittee pursuant to this Agreement, excepting always liability arising out of independent negligent acts of the Province.

21. The Forest Service reserves the right to revise the conditions and license period of this permit at the end of each five (5) year period during the life of the permit in accordance with existing conditions and developments.
22. Upon cancellation or expire of this Special Use Permit, ownership or title to
 - (i) all improvements, including roads and bridges,
 - (ii) chattels, and
 - (iii) property in log or special forest product form

left on the permit area, shall pass to the Forest Service without compensation to the Permittee and the District Manager may dispose of all such improvements, chattels and property without further notice



Province of British Columbia
Ministry of Forests
FOREST SERVICE

EXHIBIT A

Date - 93.93.05.26

Ref. Map R82-K/7-W

Base 82-K-026

Scale 1 : 20,000.

of RECREATION PROJECT 900-2120 (Glacier Creek)

lined  Area 4.5 hectares ±

Forest Region 05 Nelson

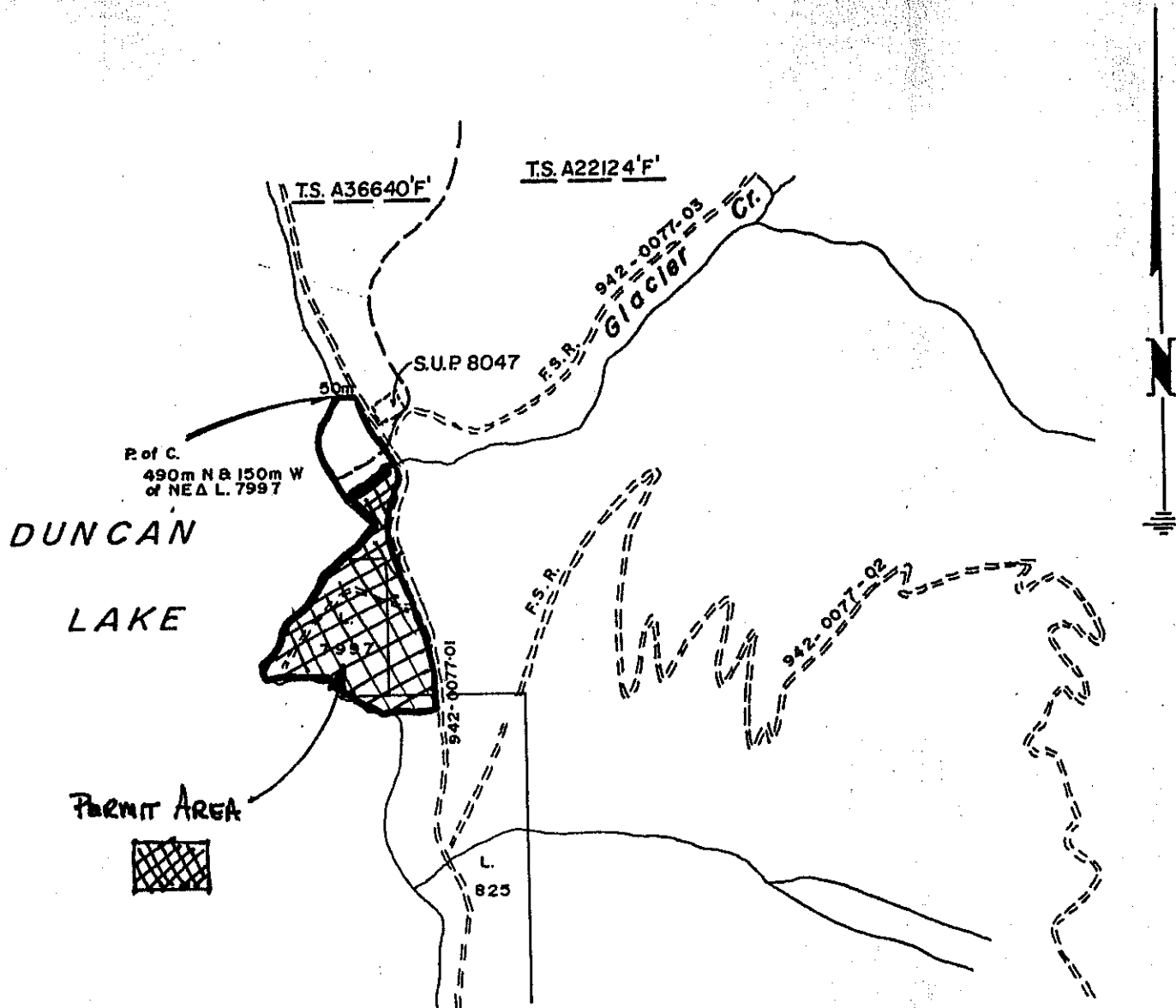
C.M. d	Zone		East				North				Reg.	Compt.	L							
	1	1	5	0	5	5	0	0	5	5	6	9	0	0	0	4	0	0	0	3

District Kootenay Lake

Land District Kootenay

MANAGEMENT UNIT		TIMBER SUPPLY AREA		Pulpwood Agreement	Cascades	
type	OZ	Number	13 Kootenay Lake		East	X
number	44 Lardeau	Block	A		West	
block		Sub-B				

RESTRICTED



Regional District of Central Kootenay Electoral Area I

Glade Regional Park Purpose and Operations Statement



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GLADE REGIONAL PARK PURPOSE AND OPERATIONS STATEMENT

Introduction and Background

This Purpose and Operations Statement (POS) will guide the management of Glade Regional Park into the foreseeable future.

Legal: That part of Sublot 7, District Lot 1239, Kootenay District, Plan X56, shown coloured Red on Reference Plan 43665I.

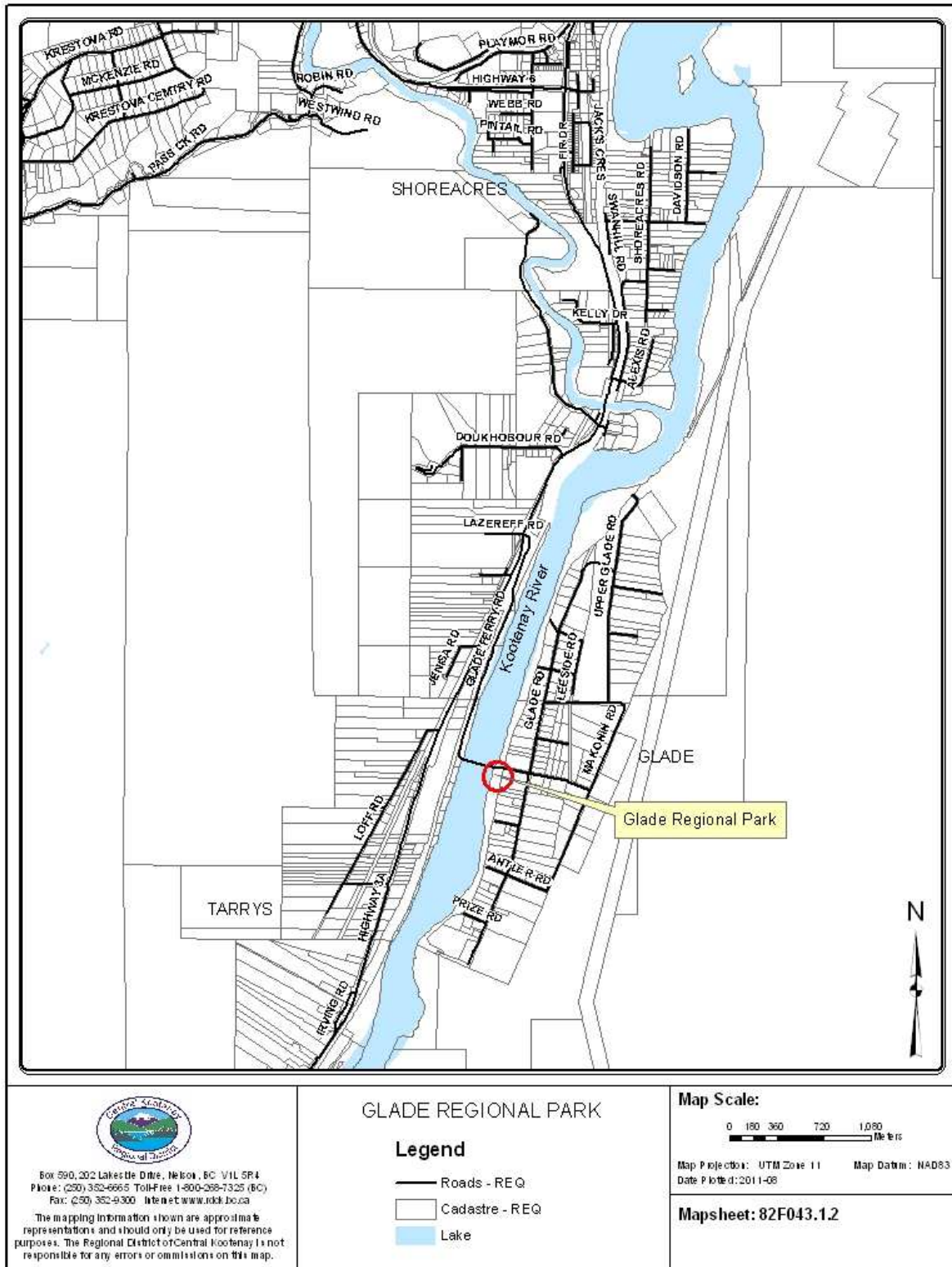
Glade Regional Park is approximately 0.4 ha (1 ac) in size and located along the shores of Kootenay River in the community of Glade (see Map 1). The park is the staging area for entry into Glade and includes a wharf and boat launch, picnic area, landscaped grassy area, and 2 utility buildings. The property is leased to the RDCK through a 20 year Memorandum of Understanding with Brilliant Power Expansion Corporation and Brilliant Power Corporation, dated October 1, 2007. It is a public day use area, used mostly by local residents. It is designated a Waterfront Access Park in the RDCK Official Community Parks Plan.

This POS provides the direction for the priority management and development of Glade Regional Park. Implementation of this POS is of an operational nature, with follow-through on an as-needed basis and dependent on the availability of financial and staffing capacity.

Park Purpose

Glade Regional Park serves as a local day use recreation area for locals and tourists alike. Opportunities include boating, fishing, swimming, nature appreciation, and picnicking.

Map 1: Park Location



Map 2 Site Plan



Glade Park Photos (August 2011)



Community Significance

Natural Features

- The park is a flat landscaped grassy recreation area, that is sparsely treed.
- The park is at an elevation of 450m, fronted by Kootenay River.

Recreational Features

- The park and surrounding shoreline is used by the public for year round outdoor recreation activities, such as boating, picnicking, walking, etc.
- Well used wharf and boat launch day-use area serving mostly local residents of Glade.
- The facility is minimally developed, and includes an access road, boat launch, and two utility buildings.



Local & Heritage Features

- The park serves as a staging area for entry into the small farming community of Glade from the ferry. The wharf and boat launch was completed in 1992 and named Campbell's Landing in commemoration of one of Glade's long time residents Ron Campbell. The wharf and boat launch were replaced in 2007.

First Nations

The park is within the asserted traditional First Nation territories of the Lower Kootenay Band, Ktunaxa Nation Council, Okanagan Nation Alliance, Lower Similkameen Indian Band, and Osoyoos Indian Band.

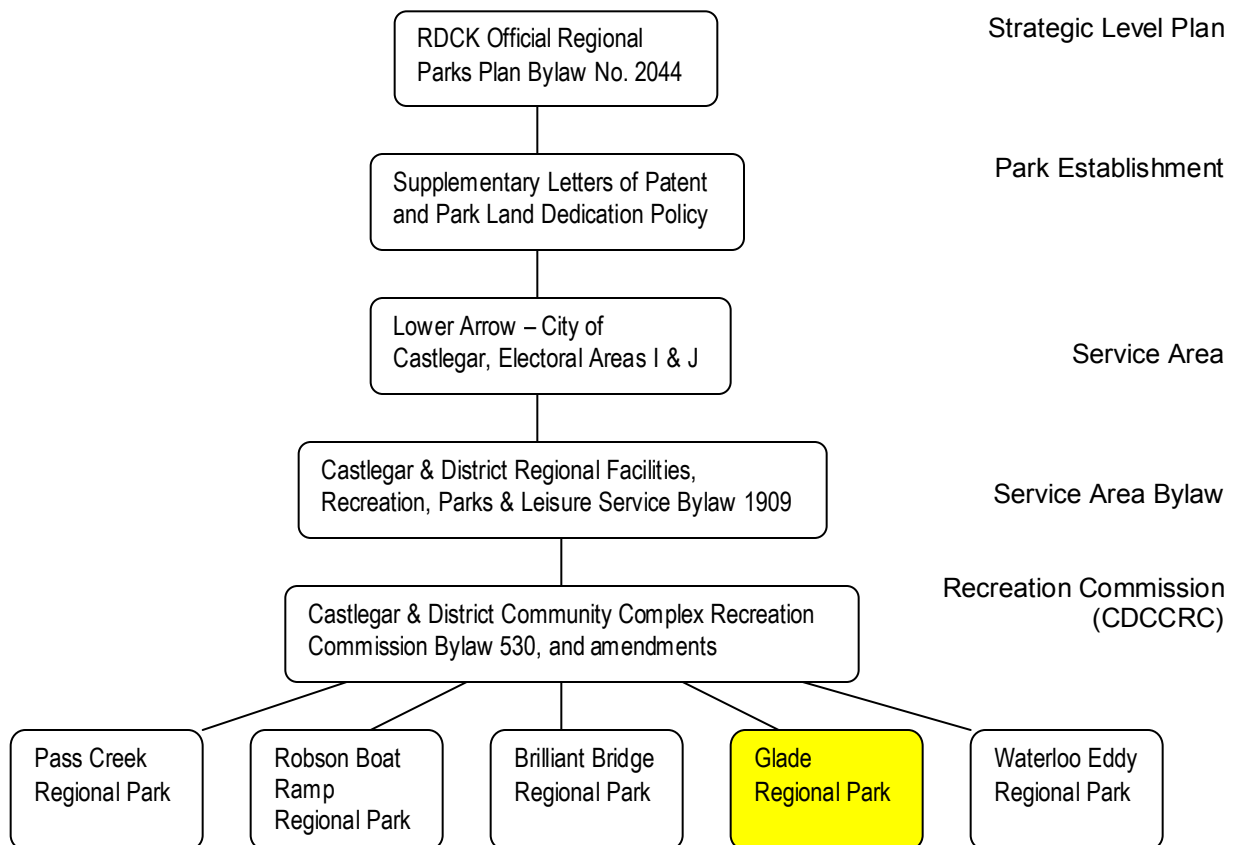
Zoning

This POS uses zoning to assist in the planning and management of the park. The entire park is zoned Intensive Recreation, with the objective of providing a public recreational facility. Appendix 1 describes the RDCK Regional Parks zoning framework.

Operations and Governance

Park operations is an important component in ensuring that the daily experience of park users is enjoyable and safe. Park operations responsibilities include seeing that park regulations are understood and enforced, facilities are maintained and repaired when required, and the day use areas kept clean and accessible. Management of Glade Regional Park is undertaken jointly by RDCK staff and Castlegar & District Community Complex Recreation Commission (CDCCRC). The CDCCRC makes recommendations to the RDCK Board. The RDCK Board is the decision making authority for the park budget, policy, and regulations.

Figure 1: Glade Regional Park Governance Structure



Facilities and Activities

RDCK Regional Park rules and regulations are stated in the RDCK Regional Park Regulation Bylaw No. 2173.

Important Note: Activities and Facilities proposed for any portion of the park is subject to approval by the landowner (Brilliant Power Corporation and Brilliant Power Expansion Corporation).

	Zone	
ACTIVITY	Intensive Recreation	Comments
Camping	N	
Day-Use	Y	
Dogs	Y	
Horses	Y	
Motorized Use	Y	On existing roads
Swimming	Y	
Fishing	Y	
Boating	Y	
Fire Mgmt	Y	
Grazing	N	
Hunting	N	
Noxious Weed Control	Y	
Bicycles	Y	
Skiing	Y	
FACILITY		
Administrative Buildings and Compounds	Y	
Boat Launch	Y	
Roads & Parking Lots	Y	
Trails	Y	
Playground	N	
Day-Use Facilities	Y	
Toilets	Y	
Picnic Shelter	Y	
Fire Pits	Y	

Management Priorities

This section outlines the immediate park priorities that are to be undertaken over the next five to ten years. It is understood that project proposals may come forward which are not anticipated, based on immediate management issues. These projects may be considered on a case by case basis by the General Manager of Community Services, General Manager of Development Services, the CDCCRC, and the RDCK Board.

The RDCK will be responsible for funding capital works at the park, and intends to prioritize projects listed below. The ability to do any of the projects presented is contingent on revenue and the resources available.

Management priorities include the following:

- Primary management interest is to ensure public safety by identifying potential hazardous features and areas that may pose a liability risk to the RDCK (e.g. illegal structures, illegal activities)
- Enforcing park rules and regulations, pursuant to RDCK Park Regulation Bylaw 2173
- Maintaining park infrastructure
- Fostering both public and commercial activities compatible with park values
- Managing commercial activities through a Park Use Permit process
- Gathering an inventory of natural species, and any potential impacts to those species
- Protecting and maintaining key park natural and recreational values (e.g. sensitive natural features/areas, sensitive archaeological areas, focusing development away from sensitive features), as well as respecting adjacent property owners

Projected Cost Analysis

Since Glade Regional Park contains basic infrastructure, costs are minimal and should be aimed at 1) ensuring public safety, 2) enhancing the user experience, and 3) maintaining park infrastructure. Operating costs will be limited to road and trail maintenance and identification and mitigation of any public safety hazards. A range of \$3,000 to \$5,000 can be expected for basic level of facility operations.

Future development costs for Glade will vary depending on the types of facilities desired by local residents.

Tax revenues are the current source of base funding for regional parks. Other sources may be used at some point to enhance facilities or services for specific purposes (e.g. day use fees, donations, corporate sponsorship). These sources would have to be studied and recommended by the CDCRC and be approved by the RDCK Regional Board on a case by case basis.

Maintenance Costs

	Period	Projected Cost (\$)
Supplies	On-going	100-500
Hazard Tree removal	Yearly	0-3,000
Facility repair contingency (to replace wharf after 20 years)	Yearly	1,000
Facility maintenance	Yearly	1,000

Capital Projects & Development Costs

	Period	Projected Cost (\$)
Projects (signage, day use facilities)	As required	0-500/yr

Administration Costs

	Period	Projected Cost (\$)
Office support	On-going	Staff time=250-500/mo
Planning	On-going	Staff time=500-2000/mo
Supplies	On-going	100/yr

Other Costs

	Period	Projected Cost (\$)
???		

Consultation and Future Planning

The RDCK Community Services Department and Development Services Department is jointly accountable for the planning, administration, and management of the park through the application of regulations and policies.

Revisions or updating of this POS will be coordinated by RDCK, with involvement of other agencies, including but not limited to the Provincial and Federal Governments, CDCCRC, City of Castlegar, First Nations, commercial interests, and other stakeholders as required.

Appendix 1: Regional Park Zoning

	Intensive Recreation	Limited Recreation	Special Feature	Natural Environment
Objective	Provide for a variety of accessible, facility oriented outdoor recreation opportunities	Protect scenic values and to provide for recreation opportunities in a largely undisturbed natural environment	Protect and present significant natural or cultural resources, features or processes because of their special character, fragility, and heritage values	Protect undisturbed natural environment, providing limited recreation opportunities
Use Level	Relatively high density and long duration types of use	Relatively low use, but higher levels associated with nodes of activity or access	Generally low	Very low use to provide for solitary experiences and protect natural features. Uses may be limited and/or controlled
Access	All weather public roads or other types of access where use levels are high	Motorized and non-motorized	Variable, may require special permission	Non-motorized
Location	Contiguous with all weather roads and covering immediate areas, modified landscapes or other high-use areas	Removed from all-weather roads, but easily accessible on a day-use basis	Determined by location of special resources. May be surrounded by or next to any other zone	Removed from easy access
Boundary Definition	Includes areas of high facility development in concentrated areas	Boundaries consider limits of activity and facility areas relative to ecosystem characteristics and features	Area defined by biophysical characteristics or the nature and extent of special resources	Defined by ecosystem limits and geographic features
Recreation Opportunities	Full spectrum of outdoor recreation activities	Limited due to access constraints	Limited to protect special resources	Non-motorized only
Facilities	May be intensely developed for user convenience, e.g. campgrounds, boat launches, parking lots, etc.	Moderately developed for user convenience, e.g. walk-in campsites, docks, small accessory buildings	Interpretive facilities only	Minimal or no facility development
Impacts on Natural Environment	Includes natural resource features in a primarily natural state, but where human presence may be readily visible. Includes areas of high facility development with significant impact on concentrated areas	Area where human presence is not normally visible. Facility development limited to relatively small areas. Facilities visually compatible with natural setting.	None	Natural area with little evidence of human presence. Facilities visually compatible with natural setting.
Management Guidelines	Oriented to maintaining a high quality recreation experience.	Oriented to maintaining a natural environment and high quality recreation experience.	High level of management protection with on-going monitoring. Oriented to maintaining special resources.	Oriented to protecting the natural environment. Managed to ensure low visitor use levels.
Examples of Zoning	Glade, Robson Wharf, Bonnington, Pass Creek	Rosebud Lake, Winlaw Nature Park, Roseberry Parklands	Historic Ainsworth Wharf, Brilliant Bridge, Sandon	Portion of Sunshine Bay