

Electoral Area Services Committee Agenda

May 7, 2026

4:30 pm

Members: *Director Clovechok (Chair), Director Doehle (Vice Chair), Director Gay, Director McDonald, Director Schnider and Director Walter*

Voting Rules: *Unless otherwise indicated on this agenda, all Directors have one vote and a simple majority is required for a motion to pass.*

	Pages
1. Call to Order	
2. Addition of Late Items <i>All Directors, 2/3</i>	
3. Adoption of the Agenda	
4. Adoption of the Minutes	
4.1 April 9, 2026 Meeting (backup to follow)	
5. Invited Presentations & Delegations	
6. Correspondence	
6.1 Engineering Services Report	3
7. Unfinished Business	
8. New Business	
8.1 Discretionary Grants-in-Aid – May 2026 <i>EA Directors, Weighted</i>	5
8.2 Kootenay Ale Fest – LCRB SEP Exemption – Municipally Significant Event	13
8.3 Licence of Occupation Tenure - Waldo Cove Regional Park	19
8.4 Licence of Occupation Tenure - Moyie Lake Public Access Dock	21
8.5 District of Invermere – Mount View and Windermere Cemeteries Agreement <i>EA Directors, Weighted</i>	23
8.6 District of Sparwood - Upper Elk Valley Fire Protection Services Agreement	31
8.7 Baynes Lake Dry Hydrant Repair Scope & Budget Change	43

9. **Bylaws**
10. **Late Agenda Items**
11. **Reports from Directors**
12. **Adjourn to Closed**

Subject Engineering and Utilities Report to Board

Month April 2026

UTILITY SYSTEMS

East Side Lake Windermere Water

The Wood Lane water main replacement project construction contract has been awarded to TwinCon Enterprises. The contractor mobilized to site and commenced construction the week of April 20th.

The 940-reservoir expansion project construction tender has been issued. A recommendation to award the construction contract will be provided at the May Board meeting.

Edgewater Water & Sewer

All utility systems are operating well and have no significant updates.

Spur Valley Water

The master plan contract has been awarded to WSP, with anticipated completion in 2026. A master plan provides guidance to the RDEK to make decisions regarding operation, maintenance, capital works improvement and replacements to ensure a suitable level of service for water systems. The master plan is fully funded by the Growing Communities Fund.

Utility General

Chad Davis started on April 13th. Chad was the successful candidate for the 6-month seasonal Utilities Operator position based out of CV.

FLOOD & WATER CONTROL

Fairmont Flood

Cold Spring Creek Debris Flow Mitigation Project - Project completion reporting and final grant claims are complete.

Cold Spring Creek Vegetation Control – Vegetation removal along the lower portion of Cold Spring Creek was completed in early April.

Area A Flood

Removal of debris at the confluence of Hosmer Creek and Mine Creek took place on March 30th, following debris accumulation in high rainfall events on March 20th and 21st.

GIS, MAPPING & CIVIC ADDRESSING

Nothing to report at this time.

ASSET MANAGEMENT

The Asset Management Strategy project is underway and to be completed June 2026. This project will deliver an RDEK Asset Management Strategy, Asset Management Roadmap, and an Asset Management Software Recommendation. This is an important step in the development of a comprehensive Asset Management Program at the RDEK.

Date April 28, 2026
Author Sandra Haley, Community Services Coordinator
Subject Discretionary Grants-in-Aid – May 2026

REQUEST

Consider Discretionary Grant-in-Aid applications.

OPTIONS

1. THAT the following Discretionary Grants-in-Aid be approved:

Waldo Stockbreeders Livestock Association – Agriculture for Kids

- C - \$350

Wasa and District 4-H Club – Youth in Agriculture

- E - \$2,000

RECOMMENDATION

Options 1

BACKGROUND/ANALYSIS

Discretionary Grant-in-Aid applications are reviewed to ensure they meet the criteria established by Board. Eligible applications are reviewed by the respective Electoral Area Advisory Commissions (EAAC). The EAACs make a recommendation to the Electoral Area Director who makes a recommendation to the Board. Option 1 represents the Electoral Area Directors' recommendations for the attached Discretionary Grant-in-Aid applications.

Attachment

Discretionary Grants-in-Aid Application Form

Section A – Applicant/Organization Information	
1. Registered Non-Profit Organization No.: S0002565	
2. Project Title: Agriculture for Kids	
3. Applicant/Organization. Must be an eligible applicant.	
<p>a) Legal Name of Organization: Waldo Stockbreeders Livestock Association</p> <p>b) Mailing Address: PO Box 235</p> <p>c) City: Jaffray d) Postal Code: V0B 1T0</p> <p>e) Main Contact for Application: Karen Barraclough</p> <p>f) Telephone #: 250-427-0314 g) Email: beranch@telus.net</p>	
4. Sponsored Organization. Only complete if applicable.	
<p>a) Legal Name of Organization:</p> <p>b) Mailing Address:</p> <p>c) City: d) Postal Code:</p> <p>e) Main Contact for Application:</p> <p>f) Telephone #: g) Email:</p>	

Section B – Grant Request	
1. Enter the grant amount you are requesting from each electoral area.	
Electoral Area A \$ _____ Electoral Area B \$ _____ Electoral Area C \$ <u>350</u>	Electoral Area E \$ _____ Electoral Area F \$ _____ Electoral Area G \$ _____
Total Funding Request: \$ <u>350.</u>	
Electoral Area Descriptions: Area A: rural Elk Valley Area B: South Country Area C: rural Cranbrook, Moyie, Fort Steele, Bull River, Wardner	Area E: rural Kimberley, Wasa, Ta Ta Creek, Skookumchuck Area F: rural Canal Flats to rural Invermere Area G: Wilmer to Spillimacheen

Office Use Only			
EAAC Recommendations		Board Resolution	
A		E	Board Date:
B		F	Resolution No:
C	\$350	G	Approved/Denied (\$):
Total EAAC Recommendation:		Funding changes at Board from EAAC recommendation:	
\$350			

Personal information requested on this funding application is collected under the authority of section 26 of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) and will be used by the Regional District of East Kootenay (RDEK) for evaluation of this application and administration purposes only. Disclosure of personal information by the RDEK is subject to the requirements of FOIPPA. For questions about the collection, use or disclosure of your personal information by the RDEK, contact the RDEK Corporate Officer at 19-24 Avenue South, Cranbrook, BC, V1C 3H8, 250-489-2791.

2. Purpose of Grant.

Provide a clear description of the nature of the project and how the grant will be used.

The grant will be used to provide legal liability for children to go on field trips to the Thibeault Ranch in Cranbrook. Here the children get a chance to meet with a gardener that grows a huge garden and fruit trees to supply food to her family and many people in Cranbrook. She takes the children through the planting and growing process for vegetables and fruit and shows them how she prepares each kind of vegetable to maximize growth. From there the children get to see and feed sheep and pet and hold baby lambs. Then they see cattle dogs work the sheep like they do cattle. The children get to see all the different kinds of machines required for ranch use and see different kinds of irrigation. They get to feed horses and see cattle being fed with machines. The Final fun is playing on hay bales!! Even though we live in rural community many children do not get to see how gardens grow or where their food originates. Hands on experience is the best way to demonstrate to children.

3. Areas Benefitting.

List the specific areas that will benefit from the grant.

The children that attend come from any classes in ther Cranbrook SD 5 vbschool district. At present we have three classes from Isabella Dickens in Fernie booked as well as 5 classes from Gordon Terrace and Steeples Elementary. We normally take about 12 trips a spring.

4. Benefits.

Describe how the project will benefit the areas listed in section 3, including the residents of those areas, and how the project meets local needs.

As described above, the children will get hands on experiences with ranch life and the animals and people on it. Children have told us that potatoes grow on trees and carrots grow above the ground. Many do not know tht fruit is available in Creston and most have not been to a dairy farm to see how milk is processed and delivered to the stores. These experiences are essential for BC to have food availability and sustainability.

Project Budget:

Legal Liability insurance \$350

Busses for students up to \$250 a trip

Project partners:

CBEEN provides the buses for each class

\$350 requested from Area C

Section C – Required Additional Information

All applications **must** include the following additional information:

Project Budget

- Provide a budget detailing revenue, expenditures and in-kind contributions. The budget must clearly show all funds received from other sources.

Project Partners

- Identify any partners or resources which will be assisting you during this project.

Additional information is not to exceed 6 single-side pages or 3 double-side pages.

Proposals may be submitted by mail, email, fax or dropped off to:

Attention: Corporate Services
Regional District of East Kootenay
19 – 24 Avenue South, Cranbrook BC V1C 3H8

Email: corporateservicesdept@rdek.bc.ca

Fax: 250-489-3498

The Discretionary Grants-in-aid Policy has been included with the application for your reference.

2. Purpose of Grant.

Provide a clear description of the nature of the project and how the grant will be used.

The purpose of this grant is to support the delivery of core 4-H programming events for the Wasa 4-H Club, a new and growing addition to the Kootenays 4-H network that was formed to serve a large, predominantly rural catchment area with limited access to youth programming.

Grant funding will be used to support the costs associated with hosting Communications Day, Rally Day, Field Day, and the Year-End Banquet and Awards Ceremony. These events are essential components of the 4-H program and provide youth with opportunities to demonstrate learning, develop leadership and public-speaking skills, engage in hands-on agricultural and trades-based activities, and receive formal recognition for their year-long efforts.

As a small, rural, and underfunded club, Wasa 4-H does not currently have sufficient operational funds to cover venue rentals, supplies, awards, and event hosting costs. This grant will directly enable the club to deliver these foundational program activities and ensure youth participation is not limited by geography or financial barriers.

3. Areas Benefitting.

List the specific areas that will benefit from the grant.

This project will benefit youth and families across a broad rural service area within the East Kootenay region, including:

- Rural Cranbrook and surrounding areas
- Kimberley through Wasa
- Communities extending north to Canal Flats
- South Country and Elk Valley

Wasa 4-H Club was established specifically to address service gaps in these rural areas, where travel distance and limited local programming can otherwise restrict youth participation in structured developmental opportunities.

4. Benefits.

Describe how the project will benefit the areas listed in section 3, including the residents of those areas, and how the project meets local needs.

This project will provide meaningful, long-term benefits to the region by investing in youth skill development, leadership, and community connection. Participation in 4-H equips young people with:

- Practical skills in animal husbandry, farming, livestock care, crafting, and trades-adjacent work
- Public speaking and communication skills through formal presentations and demonstrations
- Leadership, responsibility, and confidence developed through project ownership and peer collaboration
- Strong pro-social values, including ethical care of animals, community service, and civic engagement
- A deeper connection to their rural communities, fostering pride, belonging, and long-term regional sustainability

By supporting these events and awards, the grant helps ensure that youth efforts are formally recognized, reinforcing positive development and encouraging continued participation. Over time, this contributes to a stronger rural workforce, engaged community members, and the development of future farmers, tradespeople, and local leaders.

Section C – Required Additional Information

All applications **must** include the following additional information:

Project Budget

- Provide a budget detailing revenue, expenditures and in-kind contributions. The budget must clearly show all funds received from other sources.

Project Partners

- Identify any partners or resources which will be assisting you during this project.

Additional information is not to exceed 6 single-side pages or 3 double-side pages.

Proposals may be submitted by mail, email, fax or dropped off to:

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Email: corporateservicesdept@rdek.bc.ca

Fax: 250-489-3498

The Discretionary Grants-in-aid Policy has been included with the application for your reference.

Wasa & District 4-H Club

YEARLY BUDGET

TOTALS	Needed	Expenses	Income
	\$7,700.00	\$17,700.00	\$10,000.00

Site	Estimated	Actual	Refreshments	Estimated	Actual
Rental Fees	\$2,000.00		Food	\$1,200.00	
Photocopying & Printing	\$1,000.00		Equipment	\$200.00	
Insurance	\$1,000.00				
First Aid Attendants	\$1,000.00				
Total	\$5,000.00	\$0.00	Total	\$1,400.00	\$0.00

Decorations	Estimated	Actual	Program	Estimated	Actual
Tablecloths	\$200.00	\$0.00	Awards	\$3,000.00	
Centerpieces	\$300.00		Program Aids	\$3,000.00	
Entrance way	\$300.00		Judges Gifts	\$1,000.00	
Dishes	\$200.00		Equipment	\$2,000.00	
			Other		
Total	\$1,000.00	\$0.00	Total	\$9,000.00	\$0.00

Publicity	Estimated	Actual	Prizes	Estimated	Actual
Newspaper	\$100.00		Ribbons/Plaques/Trophies	\$300.00	
Photocopying/Printing	\$300.00		Sponsor Gifts	\$500.00	
Postage	\$100.00				
Total	\$500.00	\$0.00	Total	\$800.00	\$0.00

Revenue	Estimated	Actual
Raffle	\$0.00	\$5,000.00
Sponsors	\$0.00	\$2,000.00
Donations	\$0.00	\$1,000.00
In-Kind	\$0.00	\$2,000.00
Total	\$0.00	\$10,000.00

Date April 27, 2026
Author Tina Hlushak, Corporate Officer
Subject Kootenay Ale Fest – LCRB SEP Exemption – Municipally Significant Event

REQUEST

Consider the Kootenay Ale Fest an event of municipal significance for the purpose of supporting an exemption request under the Liquor and Cannabis Regulation Branch, Special Event Permit process.

OPTIONS

1. THAT the Board designate Kootenay Ale Fest a Municipally Significant Event for the purpose of supporting the Coy's Golf and Bistro Special Event Permit application for the BC Liquor and Cannabis Regulation Branch.
2. THAT the request from Coy's Golf and Bistro to designate Kootenay Ale Fest, a Municipally Significant Event, for the purpose of supporting a Special Event Permit application for the BC Liquor and Cannabis Regulation Branch, be denied.

RECOMMENDATION

Option 1.

BACKGROUND/ANALYSIS

Coy's Golf and Bistro, located in the Dutch Creek area in Electoral Area F, is hosting its first annual Kootenay Ale Fest. Coy's has requested that RDEK designate the Kootenay Ale Fest as an event of municipal significance for the purpose of supporting an exemption request under the Liquor and Cannabis Regulation Branch (LCRB) Special Event Permit (SEP) process.

Although the LCRB uses the term "municipal significance," the RDEK, as the local government, can also provide these designations for events within an electoral area.

SPECIFIC CONSIDERATIONS

LCRB Process and Policy

SEPs are regulated by the LCRB under the *Liquor Control and Licensing Act* and are required when liquor is served or sold at a location that is not a private residence, private place, or licensed establishment. Because the Kootenay Ale Fest is proposed to be held in barn facility on Coy's property, which is outside the existing licensed service area, a SEP is required.

Under LCRB policy, SEP events are generally limited to cost-recovery liquor pricing, with maximum prices intended to cover only eligible liquor service costs such as liquor, mix, glassware, ice, and taxes, and does not include event operating expenses. Higher pricing may

be permitted where proceeds are donated to charity or where the event has been designated as municipally significant.

When an event is designated as municipally significant, the LCRB may allow the organizer to retain profits from liquor sales through an exemption to the SEP policy. Exemption requests are reviewed by the LCRB as part of the SEP application process. A municipally significant event is considered to be of unique importance to the community, such as by providing historical, cultural, or broader community benefit.

Designation requires a Board resolution, and proof of that designation must be available at the event site. A designation does not approve the SEP or guarantee an exemption, as the LCRB remains the final decision-maker.

Criteria Evaluation

The SEP policy specifically leaves it to the regional district to determine its own criteria. As this is the first request of its kind received by the RDEK, there is currently no established Board policy or criteria to determine if an event should be considered of municipal significance. In the absence of Board-adopted criteria, staff have suggested possible considerations to assist the Board in evaluating the request on a case-by-case basis, such as:

- **Cultural and Historic Significance:** The event celebrates, preserves, or educates about the local culture, history, or traditions, contribute to the community's identity.
- **Community Impact:** The event demonstrates a positive effect on the community, enhancing in community spirit, engagement and pride.
- **Economic Contribution:** The event significantly benefits the local economy, attracting visitor, generating revenue and supporting local business.
- **Public Participation and Accessibility:** The event attracts significant public participation, including people of all ages and abilities and promotes inclusivity.
- **Environmental Sustainability:** Organizers demonstrate a commitment to sustainability, minimize the environmental impact and promoting green practices.
- **Innovation and Uniqueness:** The event offers unique, innovative experiences that distinguish it from regular community programming.

Criteria Assessment

To assist the Board in determining whether an event should be considered of municipal significance, Coy's was asked to provide relevant information, referenced in the attached letter, about the event, to include:

- anticipated number of attendees;
- the number of participating breweries and the communities they are from;
- the number of food and beverage vendors and where they are based; and
- explanation of the event's broader community benefit.

The information was further assessed based on the suggested criteria and it was determined that the event reasonably meets criteria to be considered an event of unique importance to the community.

Criteria	Assessment	Comments
Cultural and Historic Significance	Meets	Intent of the event is to create cultural and social importance to the community within a historic barn facility.
Community Impact	Meets	Fosters community gathering, local pride and supports small-scale producers.
Economic Contribution	Meets	Strong case for visitor attraction, vendor support, and local business benefit.
Public Participation Accessibility	Partially Meets	LCRB regulations prohibit minors; however Coy's promotes a family friendly establishment.
Environmental Sustainable	Insufficient Evidence	No clear commitments identified.
Innovation and Uniqueness	Meets	Event with a defined regional craft beverage focus.

Risk Considerations

Designating the event as municipally significant may create a precedent for future applications. In the absence of Board-adopted criteria or policy, case-by-case determinations may be perceived as inconsistent or discretionary. There is also a risk that designation could be interpreted as an endorsement of a private commercial event, despite the fact that the LCRB remains the final decision-maker on the SEP and any exemption request.

Attachment

- Anderson Consulting – Request for Event Designation



**Re: Request for Event Designation as Being of Municipal Significance :
Kootenay Ale Fest 2026 - 20 June 2026**

Hello Tina:

Thank you for your e mail, and your time in further reviewing this event.

To address your queries I can confirm the following information on behalf of the organizers - Coy's Par 3 & Bistro. For ease of reference I have classified this under the appropriate sub headings. The relevant points as to how our Community will benefit from this event are included in each section.

Licensing of the Event, and Safety:

Coy's currently operate their business pursuant to a Food Primary Liquor Licence that covers their Bistro, and attached patios - Food Primary Licences cannot be used for Liquor Showcase or Tasting events of this nature.

They also operate a Liquor Primary Licence specifically aimed at liquor service on the Golf Course during play - Again this licence does lend itself to a Liquor Showcase / Tasting event outside the Golf Course.

The event will be taking place in an unlicensed barn facility (with adjacent corral) which is Located next to the Golf course, on Coy's property.

The normal type of licensing for a Liquor Tasting Event is via Special Event Permit - In this case it is the only avenue open for this event under current LCRB Regulations and Policy. Please note that in certain circumstances Tasting Events are allowed in Licensed areas, unfortunately this is not the case for this site.

The event will be staffed by trained servers, and Liquor Manufacturer's staff. Hosts will be on site to ensure that patrons comply with LCRB Regulations (ID Checking re minors, and control of the movement of liquor).

Safe transport arrangements are in place through the Event Partnering with 2 local transport companies, which will also generate additional employment and revenue for them

Food will be available on site from Coy's, and from 2 additional local vendors

Intent of the Event:

The focus of the event is as follows -

Create an event of Cultural and Social importance to the Community

Showcasing of the District to additional visitors

Positive attraction for tourism

Providing a show case for District based liquor manufacturers that provide employment / drive revenue within the Regional District, and in adjacent Districts.

Although the event is being organized by a business, it is not intended as part of their business venture, albeit that their business and venues should garner positive attention as a result. The area previously was host to a 'Beer Festival' staged at a local Resort - In recent years it has not taken place. That event was an 'all day event', and was a commercial venture; whereas the intended event is a true liquor manufacturer's showcase, taking place during limited day time hours.

The organizers obviously will need to generate revenue in order to cover the costs of staging, promoting, and managing the event. The aim is to grow the event as an annual occurrence - In the event that any additional revenue is derived, this could then be used to develop and promote future occurrences of the event.

Essentially the Ale Fest will showcase craft beverages from local and regional brewers, highlighting the growing agricultural and artisanal traditions of the Kootenay's. Beer and wine culture, when celebrated responsibly, fosters community gathering, local pride, and supports small-scale producers who are part of our region's heritage.

Potential Attendance:

Being an inaugural event it is intended to cap the numbers attending at 300 in order to identify level of support, and best manage costs. The Special Event Permit will specify a maximum capacity of 300. This includes staff at the event, so patron numbers are expected to be between 200 and 260 - This will be managed by number of tickets sold.

These numbers may appear modest, but the opportunity to grow the event through the positive experiences of those attending is unprecedented.

The Ale Fest is expected to draw visitors from across the RDEK, and beyond, supporting not only the event, but also local accommodation, transportation, and retail businesses. This inaugural event also positions the RDEK as a destination for responsible, curated craft beverage tourism, aligning with regional economic development goals."

As the event is a liquor tasting event, LCRB Regulations prohibit minors from attending.

Commercial Attendance at Time of Writing:

(Number of employees on Site)

Event Staff (Coy's Staff) : 11

(This includes Coys Par 3 Staff, as the Golf Course will close for the afternoon to avoid conflict with the event)

Liquor Manufacturer Staff: 24

Food Vendors : 6

(Number of Businesses Represented)

Liquor Manufacturers 12 - From: Fernie, Nelson, Radium, Cranbrook, Golden, Kimberley, Vancouver, Creston (2), Invermere (3)

Food Vendors : 3 - From: Invermere, Fairmont (2)

Transportation: 2 - From Invermere (2)

Conclusion:

It is respectfully submitted that this event has a significant potential to showcase BC Liquor Manufacturers based primarily within the RDEK (and municipalities within the RDEK catchment area; as well as those from adjacent Districts - This will serve to drive not only additional employment for their staff on the day, but to expose more customers to their products, potentially driving further business. The spread of these manufacturers across the Interior and beyond, ensures that the event will be well promoted across a large area of BC - This will help draw tourism to our area. Events of this nature are historically well attended, and popular, with many drawing customers from further afield, providing an ideal opportunity to showcase our Community and District.

Additional employment for transport workers, and the staff of the hosts is also generated on the day of the event.

It is important to note that Coy's provide an unlicensed venue on their property - This is a venue that can host other events like weddings etc. This is key to our community which has lost 2 such venues in recent times. This event will also showcase their event space, driving opportunities for additional events to be held there, potentially drawing customers from other areas. Coy's will have to close their golf course during the event, but have provided alternative employment for their staff (and additional staff) at this event.

Designation of the Event as being of municipal importance means, in real terms, that LCRB will allow the organizers to charge \$6 per full serving (or for the appropriate number of sample sizes) rather than restricting it to \$5 per serving. This will provide a significant boost to covering the cost of the event, and assuring its success both now, and in the future.

Date April 23, 2026
Author Jamie Davies GM of Operations
Ryan Penney, Planner 1
Subject Licence of Occupation Tenure - Waldo Cove Regional Park

REQUEST

Approve submission of a Licence of Occupation tenure application to install a log boom at Waldo Cove Regional Park.

OPTIONS

1. THAT a Licence of Occupation application be submitted to FrontCounter BC to install a log boom at Waldo Cove Regional Park.
2. THAT a Licence of Occupation application to install a log boom at Waldo Cove Regional Park not be submitted.

RECOMMENDATION

Option 1.

BACKGROUND/ ANALYSIS

The intent of the proposed application is to amend the existing Licence of Occupation for Waldo Cove Regional Park. The Licence of Occupation application process with the province requires the Board pass a resolution in support of the application.

The area proposed for inclusion is intended to accommodate the installation of a log boom off the shore of Waldo Cove Regional Park. The proposed log boom at the south entrance of the cove is intended to reduce boat speeds in the cove, and to reduce the backflow of wood debris into the cove during freshet. A reduction of boat speed and wood debris creates a safer space for boating and reduces the need for annual wood debris removal along the shoreline, public beaches and boat launch.

SPECIFIC CONSIDERATIONS

Financial – Fees





An application fee of \$250 will be payable to the province.

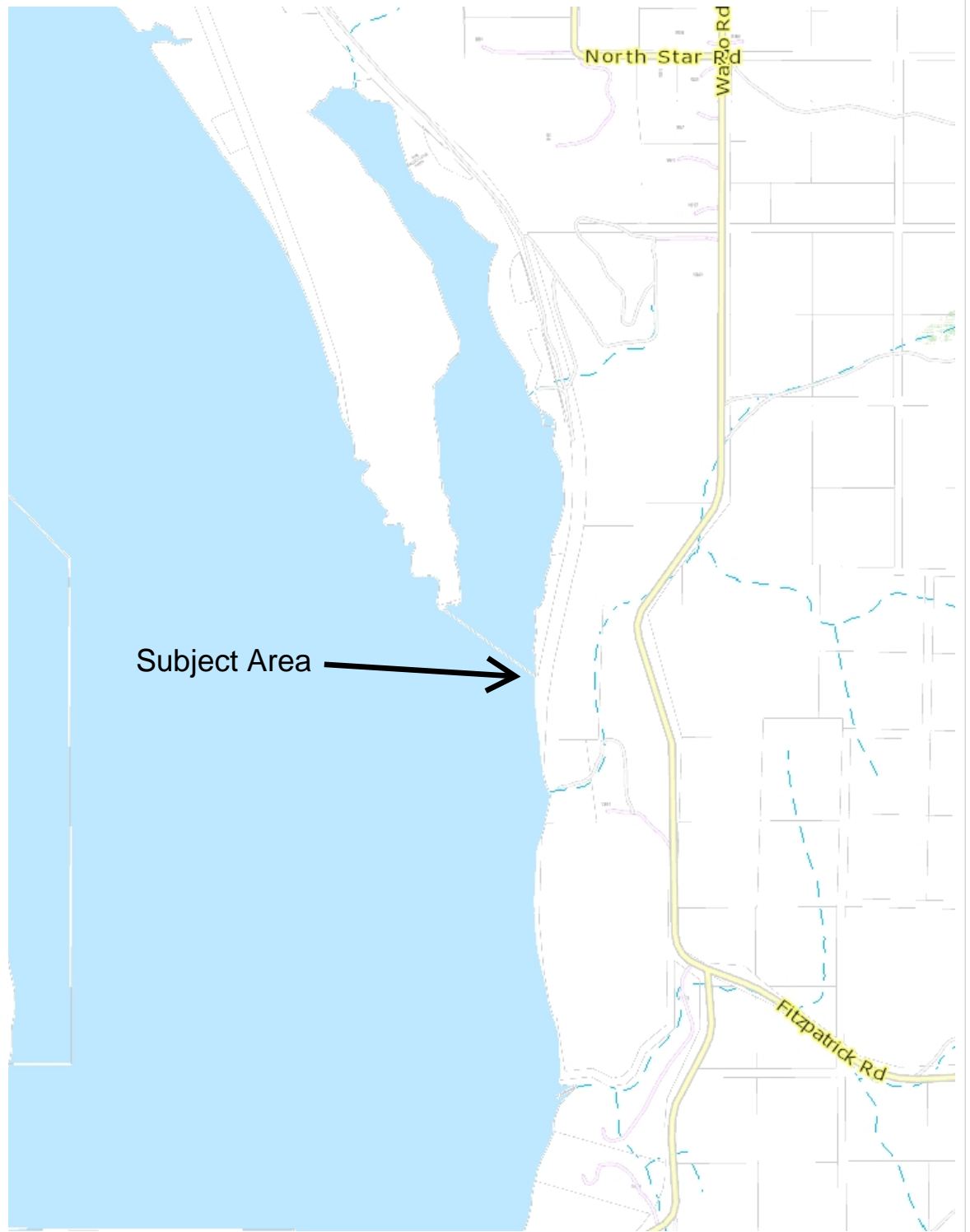
Attachments:

- Location Map

Location Map

Legend

-  Lot Line
-  Right of Way
-  District Lot
-  Regional Districts Administrative Area



Notes:

375 0 188 375 Meters

Scale = 1: 15,000



THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Date April 23, 2026
Author Jamie Davies, GM of Operations
Ryan Penney, Planner 1
Subject Licence of Occupation Tenure - Moyie Lake Public Access Dock

REQUEST

Submit of a Licence of Occupation tenure application to install a dock on the shore of the Moyie Lake Public Access.

OPTIONS

1. THAT a Licence of Occupation application be submitted to FrontCounter BC to install a dock on the shore of Moyie Lake Public Access.
2. THAT a Licence of Occupation application to install a dock on the shore of Moyie Lake Public Access not proceed.

RECOMMENDATION

Option 1.

BACKGROUND/ ANALYSIS

Moyie Lake Public Access is located at the southwest end of Moyie Lake, one kilometer north of Aldrige Regional Park at Braunagel and Park Road. The lake access area includes limited parking, a gravel boat launch, a small dock, and forested area (<0.5 acres).

In fall 2024, a survey of the lake access area was completed to determine the boundaries of the park. The Moyie Community Association received DGIA funding to complete the area survey. Numerous private docks were observed to be attached to the lake access area. All but one dock at the boat launch was removed through cooperative enforcement with the province. The Moyie Lake Public Access was added to the Regional Park Plan in October 2024.

The dock at the boat launch needs to be replaced due to age and recreational wear. The intent of the proposed tenure application is to acquire permission to possess and replace the exiting dock. The Licence of Occupation application process with the province requires the Board pass a resolution in support of the application.

SPECIFIC CONSIDERATIONS

Financial – Fees

An application fee of \$250 will be payable to the province.

Attachment:

- Location Map

Location Map

Legend

- Lot Line
- - - Right of Way
- District Lot



Notes:



Scale = 1 : 10,000



THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Date April 28, 2026
Author Sandra Haley, Community Services Coordinator
Subject District of Invermere – Mount View and Windermere Cemeteries Agreement

REQUEST

To renew the agreement with the District of Invermere to provide maintenance and operation services for the Mount View and Windermere Cemeteries.

OPTIONS

1. THAT the Chair and CAO be authorized to sign the agreement with the District of Invermere for maintenance and operation services associated with the Mount View and Windermere Cemeteries for the term January 1, 2026 to December 31, 2030.
2. THAT the Chair and CAO be authorized to sign the agreement with the District of Invermere for maintenance and operation services associated with the Mount View and Windermere Cemeteries for the term January 1, 2026 to December 31, 2030, with the following amendments: _____.

RECOMMENDATION

Option 1.

BACKGROUND/ANALYSIS

Bylaw No. 1337 established a Cemeteries Local Service to provide for the construction, maintenance, and operation of cemeteries within the electoral areas.

The District of Invermere owns, operates and maintains the Mount View and Windermere Cemeteries which fall within a portion of Electoral Area F. The RDEK has a longstanding agreement with the District for the provision of cemetery operation and maintenance services and wishes to renew the agreement for a five-year term ending December 31, 2030. Under the renewed agreement, the RDEK would continue to provide a financial contribution to the District of Invermere in support of these services.

SPECIFIC CONSIDERATIONS

Financial

The agreement specifies that the RDEK will provide a financial contribution to the District of Invermere for cemetery services representing a proportionate share of the operating and capital costs, net any fees, grants or other revenues generated for or by the cemeteries. The proportionate share will be calculated based on the population of the District of Invermere and the portion of Electoral Area F north of Fairmont Hot Springs, as reported in the most recent census, provided that the RDEK's contribution does not exceed the funding available within the requisition limitations established under Bylaw No. 1337.

Regional Sustainability Strategy

Cemeteries are listed as a social service provided by the RDEK.

Lake Windermere OCP

The OCP recognizes the benefit the cemeteries provide to the community as community gathering places, open space and sources of local history, and encourages the continued maintenance of the cemeteries.

Attachment

- District of Invermere – Mount View and Windermere Cemeteries Agreement

THIS AGREEMENT dated for reference the _____ day of _____, 202_.

BETWEEN:

REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, RSBC 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook, BC V1C 3H8;

("RDEK")

AND:

DISTRICT OF INVERMERE, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 914 – 8th Avenue, PO Box 339, Invermere BC V0A 1K0.

("Invermere")

WHEREAS:

- A. RDEK Bylaw No. 1337 established the Cemeteries Local Service to provide for construction, maintenance, and operation of cemeteries within all electoral areas.
- B. Invermere, a member municipality of the RDEK, owns, operates and maintains the Mount View Cemetery, located at 520 Lakeview Drive, Invermere and the Windermere Cemetery, located at 1552 Windermere Cemetery Road, Windermere (the "Cemeteries"), referenced in Schedules B and C of this Agreement.
- C. Invermere is desirous of providing maintenance and operation services ("Services") for the Cemeteries from the Cemeteries Local Service for Electoral Area F.
- D. The RDEK and Invermere (parties) have agreed to the Terms and Payment for Services as described in Schedule of this Agreement.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

- | | |
|--|--|
| <p>1. TERM</p> <p>1.1 Invermere will agree to the terms of the Agreement as described in Schedule A.</p> | <p>agents and/or auditors any information, including copies of documents, related to this Agreement, and to co-operate fully with reasonable requests of the RDEK's auditors.</p> |
| <p>2. SERVICES PROVIDED</p> <p>2.1 Invermere will undertake Services as described in Schedule A.</p> | |
| <p>3. PAYMENT</p> <p>3.1 The RDEK will pay for Services provided as described in Schedule A.</p> | |
| <p>4. FINANCIAL MANAGMENT AND ACCESS</p> <p>4.1 As a condition of receiving the Services, the parties agree to:</p> <ul style="list-style-type: none"> a) maintain all invoices, personnel and financial records related to this Agreement in a reasonable form and in accordance with good business practices; b) permit the RDEK, its agents, and/or its auditors to inspect all such records and reports at all reasonable times, including after termination of this Agreement; and c) provide on request to the RDEK, its | |
| | <p>5. TERMINATION</p> <p>5.1 Either party may, in any year, terminate this Agreement by giving to the other written notice to that effect, however, notice of termination of this Agreement will be provided prior to June 30th to take effect December 31st of that same year.</p> |
| | <p>6. ASSIGNMENT</p> <p>6.1 The parties will not assign this Agreement or any part thereof without the prior written consent from the other.</p> |
| | <p>7. INDEMNITY AND INSURANCE</p> <p>7.1 Invermere will indemnify and save harmless the RDEK from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any</p> |

manner based upon, arising out of, related to, occasioned by or attributed to the operation of the Services, or any breach of any provision of this Agreement to be performed by Invermere and the officials, servants, employees, members, agents, and contractors of Invermere.

7.2 The RDEK will indemnify and save harmless Invermere from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the operation of the Services, or any breach of any provision of this Agreement to be performed by the RDEK and the officials, servants, employees, members, agents, and contractors of the RDEK.

7.3 The parties will maintain insurance coverage for all risks arising from the Services in such amounts and with such insurers as are appropriate having regard to the nature of the Services and the risks associated therewithin.

8. NON-LIABILITY

8.1 The parties will not be liable for any injury to or loss suffered by the other party or any employee, officer, agent, or contractor of the party, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Services or to performance of any of the parties obligations relating thereto under this Agreement.

9. FURTHER ASSURANCES

9.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

10. SEVERABILITY OF PROVISIONS

10.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

11. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

11.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority,

or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from, will not be considered to be a breach of any term of the Agreement.

12. NOTICES

12.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, or electronic mail addressed to the other party at the address provided in Section 12.2 or at such other address as either party will later designate to the other in writing.

12.2 Notices will be addressed to the following:

Attn:

Email:

RDEK

Attn: Community Services Coordinator
corporateservicesdept@rdek.bc.ca

13. DISPUTE RESOLUTION

13.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion.

13.2 Any dispute which cannot be resolved within thirty (30) days pursuant to Section 13.1 will be resolved by mediation. The RDEK and Invermere will agree on the choice of mediator and will share the cost equally.

14. AMENDMENT

14.1 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the parties.

15. EXECUTION

15.1 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, "electronic signature" will include an original signature or electronically scanned and transmitted versions of an original signature.

15.2 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

16. INTERPRETATION

- 16.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 16.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.
- 16.3 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 16.4 All references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 16.5 This Agreement will enure to the benefit of and be binding upon of the parties hereto and their permitted successors and assigns.
- 16.6 The parties acknowledges that the RDEK is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the RDEK may be required by law to disclose information relating to Invermere, this Agreement, the Costs, any associated reporting, and the Grant. Invermere consents to the release of such information and acknowledges that this consent is made pursuant to the *Freedom of Information and Protection of Privacy Act*.

The Corporate Seal of **REGIONAL DISTRICT OF EAST KOOTENAY** was hereunto affixed in the presence of:)
)
 _____)
 Rob C. Gay, Chair)
)
)
 _____)
 Shawn Tomlin, Chief Administrative Officer)

C/S

The Corporate Seal of **THE DISTRICT OF INVERMERE** was hereunto affixed in the presence of:)
)
)
 _____)
 Al Miller, Mayor)
)
)
 _____)
 Dean McKinley, Chief Administrative Officer)

C/S

SCHEDULE A

TERMS OF AGREEMENT

1. TERM

1.1 This Agreement will commence on January 1, 2026 and expire on December 31, 2030.

2. SERVICES

2.1 Invermere agrees to provide Services for the Cemeteries to include:

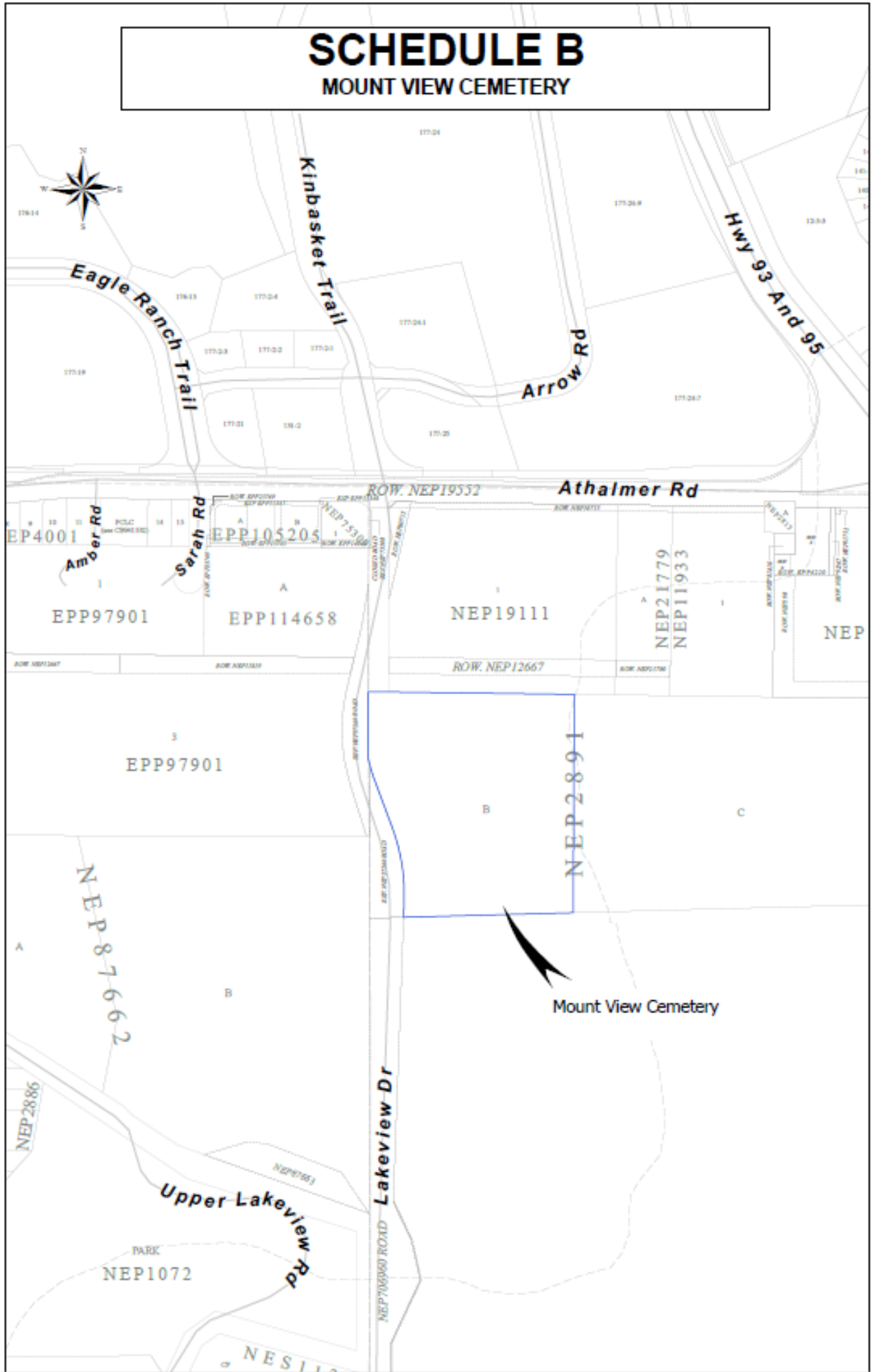
- a) ownership and stewardship of the land and infrastructure;
- b) Administration of interment rights and permanent records;
- c) Day-to-day operations and public interface;
- d) Long-term maintenance and care funding; and
- e) Compliance and governance oversight.

3. PAYMENT FOR SERVICES

3.1 The RDEK will pay Invermere for Services provided a proportionate share of the operating and capital costs, net any fees, grants or other revenue that may be generated for or by the Cemeteries.

3.2 The proportionate share of the costs will be calculated based on the populations of Invermere and the portion of RDEK Electoral Area F north of Fairmont Hot Springs, as determined in the most recent census, provided that the RDEK share does not exceed funds available within the requisition limitations under the applicable RDEK bylaw.

3.3 No later than February 15th in each year of the Term, Invermere will invoice the RDEK for the costs as described in Section 3.1 of Schedule A, and the RDEK will pay such invoice on or before August 15th in each year of the Term.



Date April 28, 2026
Author Christina Carbrey, Protective Services Manager
Subject Upper Elk Valley Fire Protection Agreement Renewal

REQUEST

Approve the renewal of the agreement between the RDEK and the District of Sparwood for the provision of rural fire services in the Upper Elk Valley Fire Protection Area for an additional five-year term.

OPTIONS

1. THAT the Chair and CAO be authorized to sign an agreement with the District of Sparwood to provide fire protection services for the Upper Elk Valley Fire Protection Service for the term January 1, 2026 – December 31, 2030.
2. THAT the Chair and CAO be authorized to sign an agreement with the District of Sparwood to provide fire protection services for the Upper Elk Valley Fire Protection Service for the term January 1, 2026 – December 31, 2030, with the following amendments: _____.

RECOMMENDATION

Option 1

BACKGROUND/ANALYSIS

The existing agreement between the Regional District of East Kootenay (RDEK) and the District of Sparwood (Sparwood) for the provision of rural fire protection services was extended to December 31, 2025.

Since Fall 2024, the RDEK and Sparwood have been in negotiations to finalize an agreement for a further five years. Terms have now been agreed upon to continue service, with a few changes.

The parties agree to amend the Agreement as follows:

- A. **Section 3 Term:** The term of the Agreement is January 1, 2026, to December 31, 2030. Following the end of this contract if a new agreement has not been completed the contract will transition to month to month.
- B. **Schedule A & Section 1.1 Definitions & Section 4 - Services:** Removed Road Rescue Services along Highway 43. Sparwood will continue to respond to Road Rescue incidents along Highway 43 that meet the criteria under Provincial Policy 2.07 Out-of-Jurisdiction Rescue which allows them to recoup costs under the task recovery program.

- C. **Section 4.6 Hydrants / Underground Water Tank:** Clarified ongoing maintenance and servicing of the underground water tank located at the Elk Valley Airport is the responsibility of Sparwood and will become part of Sparwood's operating budget to a maximum of \$1,000 annually.
- D. **Section 4.7 Fire Safety Act Investigations & Inspections:** Included, support for investigations and inspections will be requested through the Office of the Fire Commissioner (OFC) as needed under the Regional District's complaint-driven model. Sparwood is not required to preform investigations or inspections under this agreement.
- E. **Section 10 Payment for Services**
- 10.1** The RDEK will pay Sparwood for fire protection services, \$88,000 in year one of the agreement. This includes a capital allowance for equipment replacement but excludes major renovations to or construction of fire halls.
- 10.2** In subsequent years the RDEK will pay Sparwood for Fire Protections Services an amount adjusted by the percentage increase in Sparwood's budgeted operating expenditures for its fire services, in accordance with the agreed upon formula.
- 10.3** The RDEK agrees to pay Sparwood a 5% share of the cost of major renovations to or construction of fire halls in accordance with the agreed upon formula.
- 10.5** No later than February 15th in each year of the Term, Sparwood will invoice the RDEK for the Fire Protection Services. The RDEK will pay the invoice by August 15th of the year in which the invoice was received.

SPECIFIC CONSIDERATIONS

Bylaw

RDEK Bylaw No. 2183 established the Upper Elk valley Fire Protection Service Area within the defined portions of Electoral Area A to provide fire protection services on a contractual basis with the District of Sparwood.

Financial

The adopted 2026-2030 Five-year Financial Plan includes sufficient budgeted expenditures to cover the year 1 municipal contract payment for services.

Sparwood will provide the RDEK with an estimate of the amount to be invoiced in the following year to assist the RDEK with budget preparation. The 2027 Financial Plan will be adjusted to DOS's estimates.

The maximum amount of money that may be requisitioned annually for the service under Section 2 of Bylaw No. 2183 shall be \$2.65 per \$1,000 of taxable assessed value. The tax rates calculated for the adopted 2026-2030 Five-year Financial Plan does not exceed the maximum requisition.

Attachment

- Upper Elk Valley Fire Protection Services Agreement

THIS AGREEMENT dated for reference April 1st, 2026

BETWEEN:

REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, RSBC 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8

("RDEK")

AND:

DISTRICT OF SPARWOOD, a District incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 136 Spruce Avenue, Sparwood, BC V0B 2G0

("Sparwood")

WHEREAS:

- A. RDEK Bylaw No. 2183 established the Upper Elk Valley Fire Protection Service Area within a portion of Electoral Area A to provide Fire Protection Services on a contract basis within the Service Area;
- B. Sparwood, a member municipality of the RDEK, is desirous of providing Fire Protection Services to the Upper Elk Valley Fire Protection Service Area on a contractual basis.
- C. The RDEK and Sparwood (parties) have agreed to the Terms as described in Schedules A, B and C of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the money hereinafter agreed to be paid by the RDEK to Sparwood, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions will have the meanings herein assigned to them.
 - (a) "**Fire Chief**" means the Director of Fire Services for Sparwood, or their designate;
 - (b) "**Fire Department**" means the Sparwood Fire Department, operated by Sparwood;
 - (c) "**Fire Protection Services**" means fire protection, fire suppression and associated services;
 - (d) "**Service Area**" means the Upper Elk Valley Fire Protection Service Area as shown in Schedule A;
 - (e) "**Term**" means the term of this Agreement set out in section 3.1 herein; and
 - (f) "**Water Tender**" means the water tender acquired by the RDEK and leased to Sparwood in accordance with the lease detailed in Schedule B.
- 1.2 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 1.3 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 1.4 All references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 1.5 Any reference to an enactment in this Agreement shall include any regulation, amendment or re-enactment of that enactment.

1.6 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

1.7 The following schedules are attached and form a part of this Agreement:

- (a) Schedule A – Service Area
- (b) Schedule B – Terms of Water Tender Lease

2. SERVICE AREA

2.1 Sparwood agrees to provide Fire Protection Services within the Service Area.

2.2 The boundaries of the Service Area may only be expanded or altered by further agreement of the parties.

3. TERM OF AGREEMENT

3.1 This Agreement will commence on January 1st, 2026 and expire on December 31st, 2030, unless terminated earlier or extended in accordance with the terms of this Agreement.

3.2 The parties may continue this Agreement on a month-to-month basis after the end of the Term and if the parties do so, either party may terminate this Agreement on 30 days' notice to the other party.

3.3 Either party may, in any year, terminate this Agreement by giving to the other written notice to that effect, however, notice of termination of this Agreement will be provided prior to June 30th to take effect December 31st of that same year.

4. FIRE PROTECTION SERVICES

4.1 Sparwood will provide Fire Protection Services within the Service Area on a 24-hour basis using such equipment from such location as Sparwood deems appropriate. Fire Protection Services will be provided by paid on-call auxiliary or volunteer staff as determined by the Fire Chief.

4.2 The number of staff and type of apparatus and equipment deemed necessary to provide adequate Fire Protection Services to be dispatched for any incident will be at the sole discretion of the Fire Chief, and such personnel, equipment and apparatus may vary depending on the circumstances of each emergency.

4.3 If the Fire Department attends to a fire within the Service Area and another emergency arises which requires the resources of the Fire Department, it will be at the sole discretion of the Fire Chief to remain at the fire or to abandon fighting the fire and attend another emergency. Sparwood will not be held liable in any manner whatsoever in the event that the Fire Chief decides to abandon fighting any fire within the Service Area to attend another emergency.

4.4 Fire Protection Services provided by Sparwood will be dependent on the operating condition and spacing of fire hydrants and the water available at the site of the fire. Neither Sparwood nor its Fire Department will be responsible for testing and maintenance of the water systems servicing the Service Area, except where Sparwood operates the water system. Under no circumstances will Sparwood or its Fire Department be liable in any manner whatsoever with regard to the availability, or lack thereof, of sufficient water to fight any fire.

4.5 Where hydrants are available, and operated by a third party, the RDEK will be responsible for providing Sparwood with annual records of fire hydrant flushing, maintenance, and flow testing in accordance with the British Columbia Fire Code section 6.4.1.1.

4.6 RDEK has installed at its cost an underground water tank located at the Elk Valley Airport for use in fire suppression. Ongoing maintenance and servicing required to keep this tank operational will be the responsibility of Sparwood and be part of Sparwood's operating budget up to a maximum of \$1,000,00 annually; however, Sparwood shall not be responsible for any replacement or capital costs for the tank.

4.7 *Fire Safety Act* requirements for fire investigations and fire inspections will not require additional services at this time and fire inspections and investigations do not form part of the Fire Protection Services. The RDEK operates under a reactionary complaint-based system where investigations and inspections will be provided by the Office of the Fire Commissioner upon request and unless otherwise agreed by the parties, the RDEK shall assume full responsibility for fire inspections and

investigations in the Service Area.

5. ACCESSIBILITY

5.1 The Fire Department may not respond to areas where access routes do not provide:

- (a) a minimum of 6 metres width, clear of any obstruction, sufficiently cleared of snow, to enable safe passage of emergency response vehicles;
- (b) a minimum overhead clearances of 6 metres;
- (c) a road gradient of less than 1 in 12.5, except for short distances not to exceed 15 metres;
- (d) access routes with sufficient load bearing capacity to support firefighting equipment, including bridges, culverts and other structures; or
- (e) turn-around facilities for any dead-end portion of the access route more than 90 metres.

6. LIABILITY

6.1 The parties will not be liable for any injury to or loss suffered by the other Party or any employee, officer, agent, or contractor of the Party, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Fire Protection Services or to performance of any of the parties obligations relating thereto under this Agreement.

6.2 The Fire Department will not incur any liability for damage to property or buildings arising from any actions taken or not taken by it to suppress or reduce the spread of fire.

6.3 The RDEK will be responsible for any costs incurred by Sparwood for the use of additional resources beyond Sparwood's existing capability, and Sparwood will undertake reasonable efforts to notify the RDEK in advance of incurring any such costs, except in an emergency when there is an imminent threat to health or safety in which case Sparwood will notify the RDEK as soon as practicable and will provide invoices for such costs incurred.

7. LEVEL OF SERVICE

7.1 Sparwood will provide a level of Fire Protection Service to the Service Area, except as limited by the availability of fire hydrants, that is similar to the level of such services provided within the boundaries of Sparwood. For greater certainty, the RDEK acknowledges and agrees that Fire Protection Services as may be provided at the Elk Valley Regional Airport will not be provided at the standards as required for airport facilities, at any time, and only at levels of services as provided within the boundaries of Sparwood.

8. EQUIPMENT

8.1 In providing the Fire Protection Services under this Agreement, Sparwood covenants to provide and maintain, at its cost, all equipment deemed necessary by Sparwood, including ongoing maintenance and servicing of the underground water tank at the Elk Valley Airport.

8.2 The RDEK has acquired a Water Tender necessary to provide Fire Protection Services to the portions of the Service Area not serviced by fire hydrants and will continue to lease the Water Tender to Sparwood for an annual amount of \$1.00 on terms as specified in Schedule B hereto.

8.3 In the event that the Water Tender requires replacement, and such replacement is not otherwise covered by insurance of Sparwood, except due to negligence or willful omission by Sparwood or its employees, then in such an event, the RDEK acknowledges and agrees that it will replace the Water Tender with another Water Tender of at least the same quality and capacity.

8.4 In the event that the RDEK fails to provide the Water Tender pursuant to this section or the Water Tender is otherwise unavailable or unusable, then in such an event, Sparwood will be under no obligation to provide Fire Protection Services in areas not serviced by fire hydrants.

8.5 The cost of insurance and maintenance of the Water Tender will be the responsibility of Sparwood and will form part of the operating costs of the Fire Department.

8.6 Upon termination of this Agreement, the Water Tender will revert to the RDEK at no cost to the RDEK.

9. FIRE HALL RENOVATIONS

- 9.1 The parties agree that the RDEK paid in full to Sparwood the sum of \$200,000 on April 3rd, 2010 for the acquisition of the lands legally described as PID: 005-675-413, LOT 22 DISTRICT LOT 4589 KOOTENAY DISTRICT PLAN 7003 which enables Sparwood to house the Water Tender.
- 9.2 Inasmuch as the RDEK has made a financial contribution to the lands and building under section 9.1, the parties agree that the RDEK's financial contribution will be accounted for if a replacement building is constructed before April 3rd, 2035 on the basis of a 25-year straight-line depreciation for the period commencing on January 1st 2010 and ending December 31st, 2035. In the event that Sparwood constructs an additional fire hall on the lands, then in such an event there will be no deemed contribution to such additional fire hall pursuant to this section.

10. PAYMENT FOR FIRE PROTECTION SERVICES AND FINANCIAL RECORDS

- 10.1 The RDEK will pay the amount of \$88,000 to Sparwood for Fire Protection Services in the first year of the Term, which amount shall include a capital allowance for equipment replacement but which shall exclude major renovations to or construction of fire halls.
- 10.2 In the second and each subsequent year of the Term, the RDEK will pay Sparwood for Fire Protections Services an amount adjusted by the percentage increase in Sparwood's budgeted operating expenditures for its fire services, in accordance with the following formula:

$$d = c \times (1 + (b - a) \div a)$$

where "a" is Sparwood's budgeted operating expenditures for the preceding budget year;

where "b" is Sparwood's budgeted operating expenditures for the current budget year;

where "c" is the payment for service paid to Sparwood by the RDEK in the preceding year; and

where "d" is the payment for service payable to Sparwood by the RDEK in the current year;

- 10.3 The RDEK agrees to pay Sparwood a sum calculated as the RDEK's share of the cost of major renovations to or for construction of fire halls for Fire Protection Services for the Service Area in accordance with the following formula:

$$f = e \times 5\%$$

where "e" is the total cost of major renovations to or for construction of fire halls for Fire Protection Services in the Service Area; and

where "f" is the calculated share of major renovations to or for construction of fire halls for Fire Protection Services in the Service Area.

- 10.4 No later than December 15th in each year of the Term, Sparwood will provide an estimate of the amount to be invoiced to the RDEK for Fire Protection Services in the following year to assist the RDEK with budget preparation.
- 10.5 No later than February 15th in each year of the Term, Sparwood will invoice the RDEK for the Fire Protection Services. This will be the amount calculated as "d" in section 10.2 and "f" in section 10.3. The RDEK will pay the invoice by August 15th of the year in which the invoice was received.
- 10.6 On termination of this Agreement, the parties shall reconcile all outstanding amounts and all outstanding accounts shall be settled and paid within 60 days of the termination of this Agreement.
- 10.7 As a condition of receiving the Fire Protection Services, each party agree to:
- (a) to maintain all invoices, personnel and financial records related to this Agreement in a reasonable form and in accordance with good business practices; and
 - (b) to provide on request to the other party and its agents and auditors any information (including copies of documents) related to this Agreement; and to co-operate fully with reasonable requests of the other party and its auditors.

11. MAPPING

- 11.1 The RDEK will be responsible for providing mapping to show locations of homes and roads within the Service Area and for the purpose of receiving Fire Protection Services and it will be the responsibility of the RDEK to ensure accuracy and provide updates as new developments occur.
- 11.2 The RDEK will require that all residential and commercial properties in the Service Area adequately display address numbers that are clearly visible from any fronting road, on a year round basis.
- 11.3 The RDEK will be responsible for providing Sparwood with updates on all new developments, including all new or changed roads and housing, as soon as possible following each occurrence of development.
- 11.4 The RDEK is responsible for property addressing with the Service Area and will maintain and provide Sparwood and the Fire Department with appropriate maps.

12. INSURANCE, AND INDEMNITY

- 12.1 Sparwood must at its sole expense, provide a certificate of insurance satisfactory to the RDEK protecting the RDEK (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with, or in any way related to providing Fire Protection Services, in an amount of not less than \$5,000,000 and with the RDEK named as additional insured. Every policy will contain a provision that written 30-day notice of cancellation will be given to the RDEK.
- 12.2 Sparwood will submit a Certificate or Certificates of Insurance required under this Agreement and such certificates will be submitted upon signing this Agreement and upon renewal of the insurance policy(ies).
- 12.3 Subject to part 6 of this Agreement, Sparwood will indemnify and save harmless the RDEK and its elected officials, officers, employees, and agents from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (collectively, “**Claims**”) by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the operation of the Fire Protection Services, or any breach of any provision of this Agreement to be performed by Sparwood and its elected officials, officers, employees, and agents, unless such Claims are a result of an act, omission, or negligence of the RDEK or those for whom it is responsible.
- 12.4 Subject to part 6 of this Agreement, the RDEK will indemnify and save harmless Sparwood and its elected officials, officers, employees, and agents from and against all Claims by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed by any breach of any provision of this Agreement to be performed by the RDEK and its elected officials, officers, employees, and agents, unless such Claims are a result of an act, omission, or negligence of Sparwood or those for whom it is responsible.
- 12.5 Without limiting the foregoing, the parties will maintain insurance coverage for all risks arising from the Fire Protection Services in such amounts and with such insurers as are appropriate having regard to the nature of the Fire Protection Services and the risks associated therewithin.
- 12.6 Each party will, upon request by the other party, provide the other party with a certificate of insurance for any insurance required under this Agreement.

13. DISPUTE RESOLUTION AND FORCE MAJEURE

- 13.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion within 30 days or such other period as the parties may mutually agree.
- 13.2 If the parties are unable to resolve a dispute by discussion within 30 days or such other period as the parties may mutually agree pursuant to section 13.1, they will undertake efforts to resolve the dispute by mediation. The parties will agree on the choice of mediator and will share the cost equally.
- 13.3 A failure to perform any obligation under the Agreement that results from any matter beyond the control of a party, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from,

will not be considered to be a breach of any term of the Agreement.

14. NOTICES

14.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, or electronic mail addressed to the other party at the following addresses .2 or at such other address as either party will later designate to the other in writing.

(a) To Sparwood:

DISTRICT OF SPARWOOD
136 Spruce Avenue, Sparwood, BC V0B 2G0
Attention: Director of Finance
Email: finance@sparwood.ca

(b) To the RDEK:

REGIONAL DISTRICT OF EAST KOOTENAY
19 - 24th Avenue South, Cranbrook BC V1C 3H8
Attention: Protective Services Manager
Email: protectiveservicesdept@rdek.bc.ca

15. GENERAL PROVISIONS

15.1 The parties will not assign this or any part thereof without the prior written consent from the other.

15.2 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

15.3 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

15.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no terms, conditions, representations, or warranties, expressed or implied, statutory or otherwise, except for those expressly set forth herein.

15.5 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the parties.

15.6 This Agreement will enure to the benefit of and be binding upon of the parties hereto and their permitted successors and assigns.

15.7 The parties acknowledges that the RDEK and Sparwood are a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the parties may be required by law to disclose information relating to, each other, this Agreement, the Fire Protection Services, any associated reporting. The parties consent to the release of such information and acknowledges that this consent is made pursuant to the *Freedom of Information and Protection of Privacy Act*.

15.8 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, “electronic signature” will include an original signature or electronically scanned and transmitted versions of an original signature.

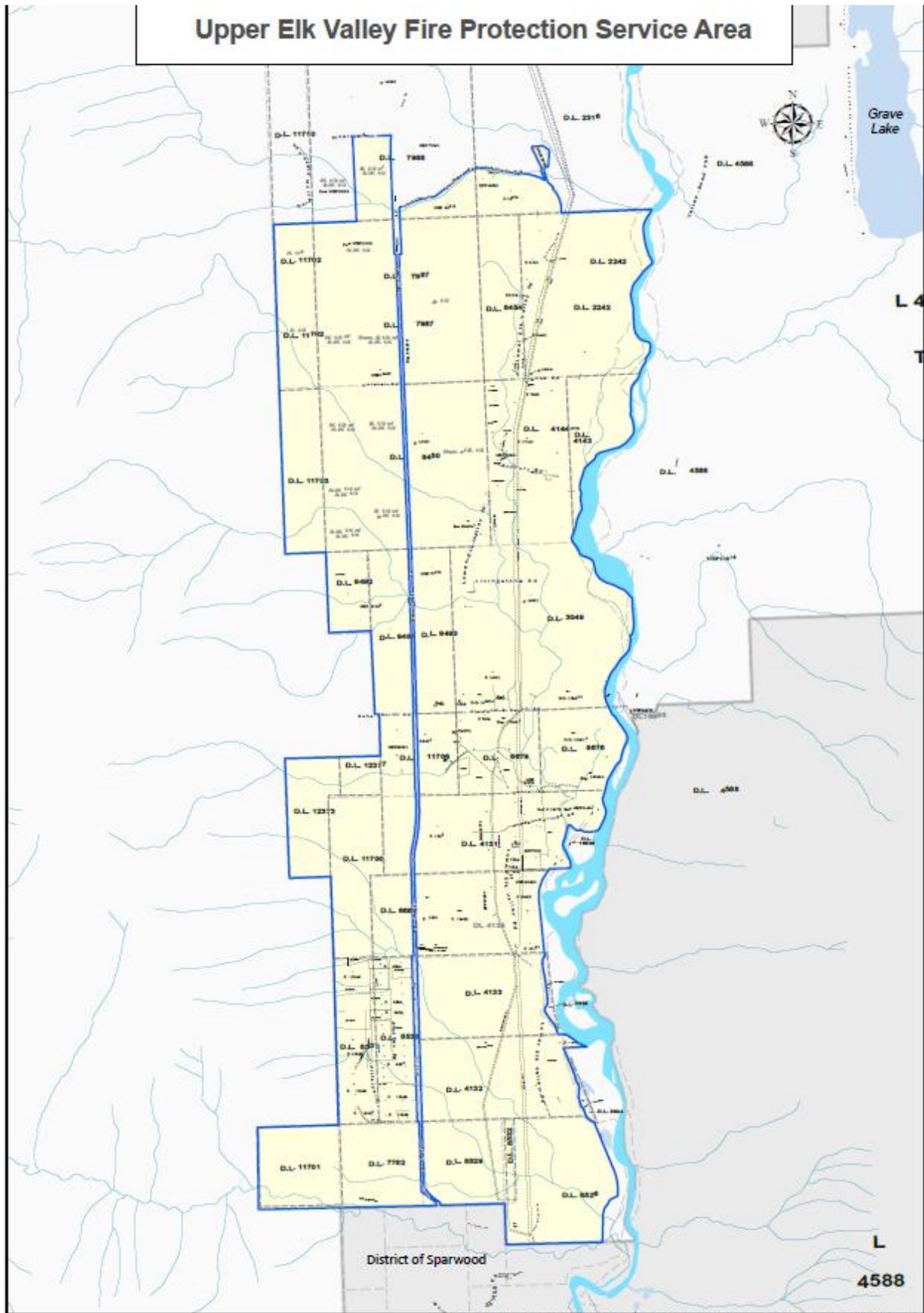
15.9 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

WHEREFORE, THE PARTIES have executed this Agreement effective as of the date referenced above.

The **REGIONAL DISTRICT OF EAST KOOTENAY**)
by its authorized signatories:)
)
)
_____))
Rob C. Gay, Chair)
)
_____))
Shawn Tomlin, Chief Administrative Officer)

THE DISTRICT OF SPARWOOD)
by its authorized signatories :)
)
_____))
_____, Acting Mayor)
)
_____))
Michele Schalekamp, Chief Administrative Officer)

SCHEDULE A SERVICE AREA



Note: the Service Area excludes Highway 43.

**SCHEDULE B
TERMS OF WATER TENDER LEASE**

1. WATER TENDER

1.1 Pursuant to section 8.2 of the Agreement to which this Schedule B is attached (the “**Agreement**”), the RDEK agrees to lease to Sparwood, and Sparwood agrees to lease from the RDEK, the following described Water Tender (the “**Water Tender**”):

One (1) 1800 Imperial Gallon Four (4) Wheel Drive single rear axle Tender (Tanker) c/w minimum 500 GPM fire pump, which will be constructed and equipped to meet current CMVSS and Transport Canada Regulations, as well as ULC, WorkSafeBC and other applicable Canadian standards as required.

2. TERM

2.1 The term of this Lease shall be the same as the Term of the Agreement and this Lease shall expire when the Agreement expires, provided that either party may terminate this Lease before the expiry of the Agreement on not less than 30 days’ notice to the other party.

3. RENT

3.1 The annual rent for the Water Tender, in the amount of One Dollar (\$1.00), will be paid in advance, on each succeeding anniversary of that date.

4. USE

4.1 Sparwood will use the Water Tender for the purposes of providing Fire Protection Services, will do so in a careful and proper manner, and will comply with and conform to all national, provincial, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Water Tender.

5. REPAIRS

5.1 Sparwood, at its own cost and expense with such cost and expense forming part of the Fire Department operating budget, will keep the Water Tender in good repair, condition and working order and will furnish any and all parts, mechanisms and devices required to keep the Water Tender in good mechanical working order.

6. INSURANCE

6.1 Sparwood will procure and continuously maintain and pay for:

- (a) all risk insurance against loss of and damage to the Water Tender for not less than the fair market value of the Water Tender, naming the RDEK as loss payee; and
- (b) combined public liability and property damage insurance, naming the RDEK as additional insured.

6.2 The insurance required under section 6.1 will provide at least thirty (30) days advance written notice to the RDEK of any cancellation, change or modification, and will provide primary coverage for the protection of Sparwood and the RDEK without regard to any other coverage carried by Sparwood or the RDEK protecting against similar risks.

6.3 Sparwood will provide the RDEK with a Certificate or Certificates of Insurance required under this Schedule and such certificates will be provided upon signing this Agreement and upon renewal of the insurance policy(ies).

7. TAXES

7.1 Sparwood will keep the Water Tender free and clear of all levies, liens and encumbrances and will report, pay and discharge all license and registration fees, assessments, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any federal, provincial or local government or any agency, upon the Water Tender or the use, operation or leasing of the Water Tender or otherwise in any manner with respect thereto and whether or not the same will be assessed against or in the name of the RDEK or Sparwood. However, Sparwood will not be required to pay or discharge any such tax or assessment so long as it will, in good faith and by appropriate legal proceedings, contest the

validity thereof in any reasonable manner which will not affect or endanger the title and interest of the RDEK to the Water Tender; provided, Sparwood will reimburse the RDEK for any damages or expenses resulting from such failure to pay or discharge.

7. FAILURE TO PAY

7.1 In case of failure of Sparwood to procure or maintain the insurance or to pay fees, assessments, charges and taxes, all as specified in this Schedule B, the RDEK will have the right, but will not be obligated, to effect such insurance or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof will be repayable by Sparwood to the RDEK within 60 days of receipt of an invoice from the RDEK after which the amount due will accrue interest at the rate of 10% per annum.

8. DEFAULT

9.1 If Sparwood fails to observe, keep or perform any provision contained in this Schedule B, the RDEK will have the right to exercise any one or more of the following remedies:

- (a) to take possession of the Water Tender, without demand or notice, wherever same may be located, without any court order or other process of law. Sparwood hereby waives any and all damages occasioned by such taking of possession;
- (b) to terminate the lease of the Water Tender; and
- (c) to pursue any other remedy at law or in equity.

10. OWNERSHIP

10.1 The Water Tender is, and will at all times be and remain, the sole and exclusive property of the RDEK; and Sparwood will have no right, title or interest therein or thereto except as expressly set forth in this Schedule B.

11. SURRENDER

11.1 Upon the expiration or earlier termination of this Agreement, Sparwood will return the Water Tender to the RDEK in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Water Tender at Sparwood's cost and expense to such place as the RDEK will specify, which place will be no more than 20 kilometers from Sparwood's boundary.

12. ASSIGNMENT

12.1 Sparwood will not assign this Agreement or its interest in the Water Tender without the prior written consent of the RDEK.

13. AGREEMENT DEFINITIONS APPLIES

13.1 Unless otherwise provided herein, all defined terms in the Agreement shall also apply to this Lease.

Date April 20, 2026
Author Christina Carbrey, Protective Services Manager
Subject Baynes Lake Dry Hydrant Repair Scope & Budget Change

REQUEST

Approve a budget increase for the Baynes Lake Dry Hydrant project.

OPTIONS

1. THAT the Baynes Lake Dry Hydrant be repaired utilizing ISL Engineers recommended solution;
and further, that the construction budget be increased to \$206,850, funded from the Baynes Lake Fire equipment reserve, and the 2026-2030 Five-year financial plan be amended.
2. THAT the Baynes Lake Dry Hydrant be repaired using the original design and accepting the risk of freezing in winter;
and further, that the construction budget be increased to \$110,000, funded from the Baynes Lake Fire equipment reserve, and the 2026-2030 Five-year financial plan be amended.
3. THAT the Baynes Lake Dry Hydrant project be retendered with scope changes as per ISL Engineer's recommended solution.

RECOMMENATION

Option 2

BACKGROUND

The intake portion of the dry hydrant at the Baynes Lake boat launch site has become buried in sediment, making the system inoperable for Fire Department use.

The Baynes Lake dry hydrant is the primary external water source for the Baynes Lake Fire Department and the most reliable source of water for fire suppression in the area between Kikomun-Newgate Road and Highway 93. Restoring dependable operation of this hydrant is therefore critically important to maintaining emergency response capability in the area.

Lower water levels in Baynes Lake have led to significant sediment buildup around the hydrant intake valve, requiring the intake to be relocated to a deeper part of the lake.

ISL Engineering was retained to design a dry hydrant solution that would both restore the existing hydrant and revise the intake configuration to reduce the risk of future sediment accumulation. Marwest Contracting was subsequently awarded the construction contract for the repair work.

As Marwest prepared to begin construction, it identified that the lake bottom topography differed from what had originally been expected. As a result, the initial design was determined to be unsuitable due to shallow depth and the potential for freezing.

A second option, proposed by Marwest and supported by ISL Engineering, involved floating a pipe farther out into the lake and submerging it, while keeping the intake elevated off the lakebed to avoid sediment buildup. This option was later found to carry an increased risk of freezing, and the project was paused while ISL Engineering developed a third alternative.

The final solution presented involves directional drilling through the lakebed and sediment to connect back to the existing dry hydrant at a depth sufficient to prevent freezing. While this option would provide a fully functional year-round hydrant, it is considerably more expensive than the previous alternatives.

OPTIONS CONSIDERED

Solution 1 – Original Concept

The original concept was developed using the best information available at the time, including aerial drone survey data and previous drawings provided with the project proposal. Note: ISL Engineering did not complete a hydrographic survey or use divers during the initial assessment and design phase, as this would have added approximately \$15,000 to \$20,000 to the project cost. Based on the drone footage and the available understanding of the lakebed topography, ISL determined that additional investigation was not necessary at that stage.

However, based on updated site information obtained during construction preparation, this design was no longer considered practical. A section of the pipe would be too close to the surface and could be at risk of freezing during the winter. The likelihood of freezing is highly variable and largely contingent on the lake level heading into winter. Best practice is to have pipes submerged a minimum of 700mm or 2.3 feet below the water surface to prevent freezing.

This option could still proceed if the Regional District is willing to formally accept the freezing risk in writing.

Solution 2 – Floating Pipe – Not viable.

Solution 3 – Directional Drilling Concept

This option involves directional drilling beneath the lakebed to maintain consistent and sufficient depth and cover along the full alignment. Site observations in the fall indicated that the lakebed and accumulated sediment were settled and stable, with the surface remaining firm underfoot, suggesting conditions suitable for this approach. This option would require entirely new infrastructure extending to the connection point at the hydrant.

Directional drilling would minimize the risk of winter freezing and long-term damage while also avoiding extensive disturbance to the shoreline.

Based on the concepts reviewed to date, this is the only option that effectively mitigates freezing risk and provides a robust and reliable long-term solution. For that reason, ISL Engineering recommends this option despite the significant increase in cost.

BUGET IMPACTS

Solution	Budget	Additional Cost	Total cost	Notes
Solution 1: Original	\$70,000	**Estimate \$40,000	\$110,000	Risk of freezing in winter, requires written acknowledgement of risk
Solution 3: Directional Drilling	\$70,000	\$136,850	\$206,850	ISL Engineering recommended solution

Note these estimates are from ISL Engineering, not Marwest the contractor awarded the contract under the tender award (July 2025).

** The additional increase is to cover the costs of mobilizing and demobilizing the contractor and divers last fall (which is when the lakebed issue was discovered). Additionally based on what was seen in the fall additional length of pipe is required to place the intake into a deeper spot identified by the divers that will ensure safe clearance for watercraft and is an area less impacted by sediment accumulation.

ADDITIONAL CONSIDERATIONS

Staff explored options for alternative dry hydrant locations and were unable to determine any that were viable operationally within the Baynes Lake Fire Protection Area (FPA). Kooconusa Lake levels vary significantly and would be expensive to install and difficult for fire apparatus to access. Wells in the area including the existing well at the Baynes Lake Fire Hall do not have the flow rates required for rapid filling during an incident.

A potentially high flow well is being considered in the Elko Fire Protection Area, which will be a benefit to all Elko, Baynes Lake, and Jaffray Fire Departments but is too far from the Baynes Lake FPA to be considered viable as the primary source of water.

Historically, an irrigation pond was used as a water source for the Fire Department in Baynes Lake, however, staff were unable to reach the property owner to determine if this was a potential alternative water source.

SPECIFIC CONSIDERATIONS

Previous Board Action

At the July 11, 2025 Board Meeting the Board resolved that the Baynes Lake Dry Hydrant Tender be awarded to Marwest Industries Ltd. with a construction cost of \$70,000. This required an additional funding allocation of \$55,000 from the Baynes Lake Fire equipment reserve fund and that the 2025 Financial Plan be amended.

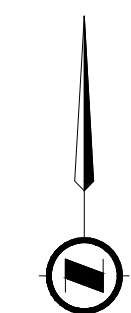
Financial – Budget

The Financial Plan includes a budget of \$77,500 for this project in 2026, funded from the Baynes Lake Fire equipment reserve (\$7,500 for engineering services and \$70,000 for construction). Equipment reserve projections to 2037 indicate that the reserve can fund the additional dry hydrant cost and continue to support other planned projects. This is possible due to the 2025 Board approval of \$370,500 (50%) Community Works Fund grant for the new fire engine.

Purchasing Policy

2. Tenders and Proposals

- 2.1 Except where a direct award negotiation has been authorized by a resolution of the Board of Directors, an open competitive selection process will be undertaken for purchases of goods or services valued more than \$75,000, and for construction contracts valued more than \$200,000.



NOTES

1. ALL PIPE SIZES ARE IN MILLIMETRES AND ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED.
2. ALL COORDINATES AND DISTANCES ARE BASED ON 3TM COORDINATE SYSTEM (NAD 83).
3. CONCRETE FOR ANCHORS BLOCKS SHALL HAVE THE FOLLOWING CHARACTERISTICS:
 MINIMUM OF 12 ANCHOR BLOCKS UNITS
 DISTANCE BETWEEN ANCHORS SHALL BE A MAXIMUM OF 2m APART WITH A MINIMUM WEIGHT OF 110 kg PER ANCHOR
 CONCRETE SHALL HAVE COMPRESSIVE STRENGTH OF 30MPa AT 28 DAYS.
 CONCRETE DESIGNED FOR EXPOSURE CLASS C-3
 MATERIALS:
 • CEMENT TO BY TYPE GU OR GUL AND CONFORM TO CSA A3000
 • 12% TYPE F FLY ASH MINIMUM BY MASS OF CEMENTING MATERIALS AND CONFORM TO CSA A3000 FOR TYPE F FLY ASH
 • 8% SILICA FUME BY MASS OF CEMENTING MATERIALS AND CONFORM TO CSA A3000 FOR TYPE SF SILICA 3 MIX PROPORTIONS
 • CEMENT CONTENT NOT LESS THAN 400 kg/m³
 • WATER CEMENT RATIO NO GREATER THAN 0.40

NAD 83
COORDINATES

5	ISSUED FOR SUBMISSION	2025-12-18	BB	GD
4	RE-DESIGN ISSUED FOR REVIEW	2025-09-10	BB	GD
3	ISSUED FOR TENDER	2025-04-28	BB	GD
2	ISSUED FOR APPROVAL	2024-09-24	BB	GD
1	ISSUED FOR REVIEW	2024-08-21	BB	GD
NO.	DESCRIPTION	DATE (YYYY-MM-DD)	BY	APPD

ISSUED FOR INFORMATION

DESIGNED	BY	DATE
DRAWN	BB	2024-08-20
CHECKED	GD	2024-08-20

SCALE: NOT TO SCALE



PROJECT
BAYNES LAKE DRY HYDRANT

SHEET TITLE
PLAN PROFILE

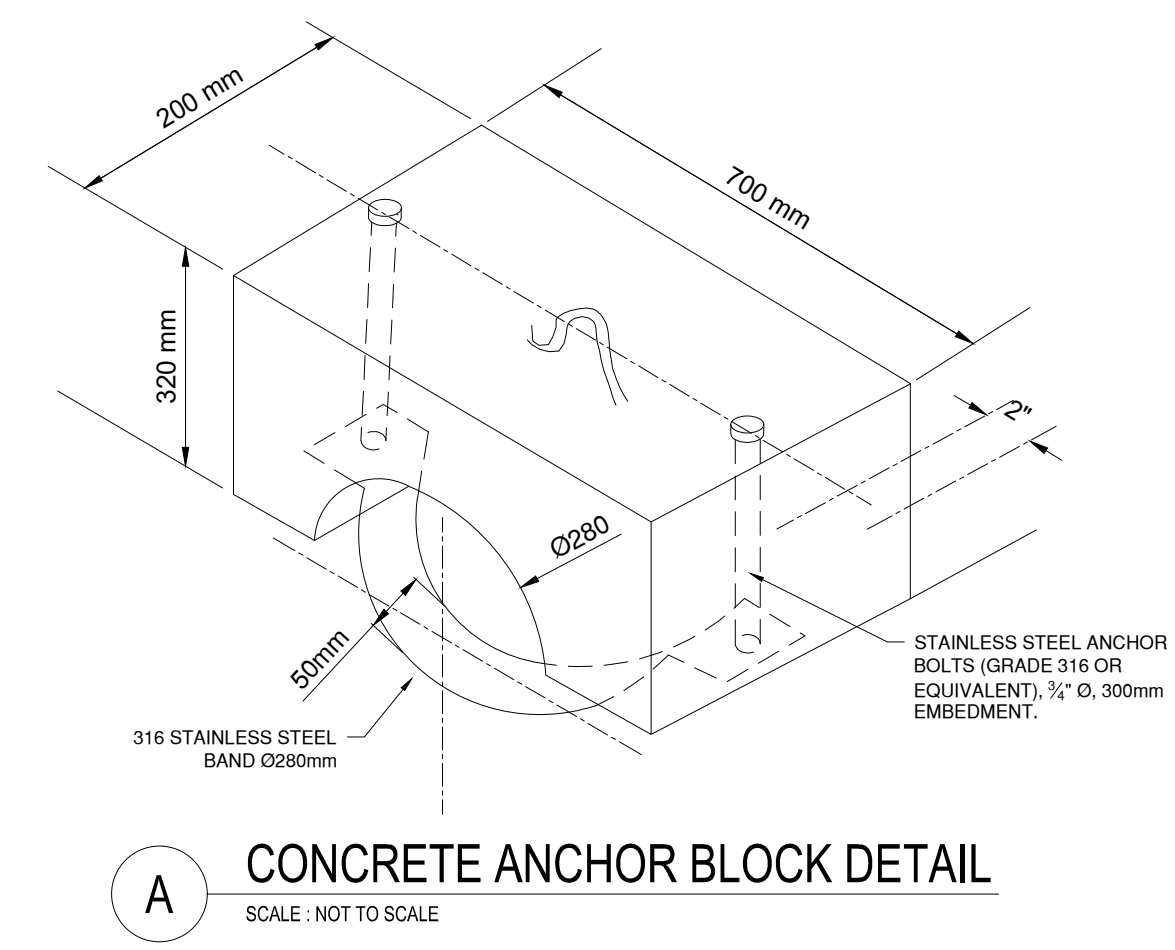
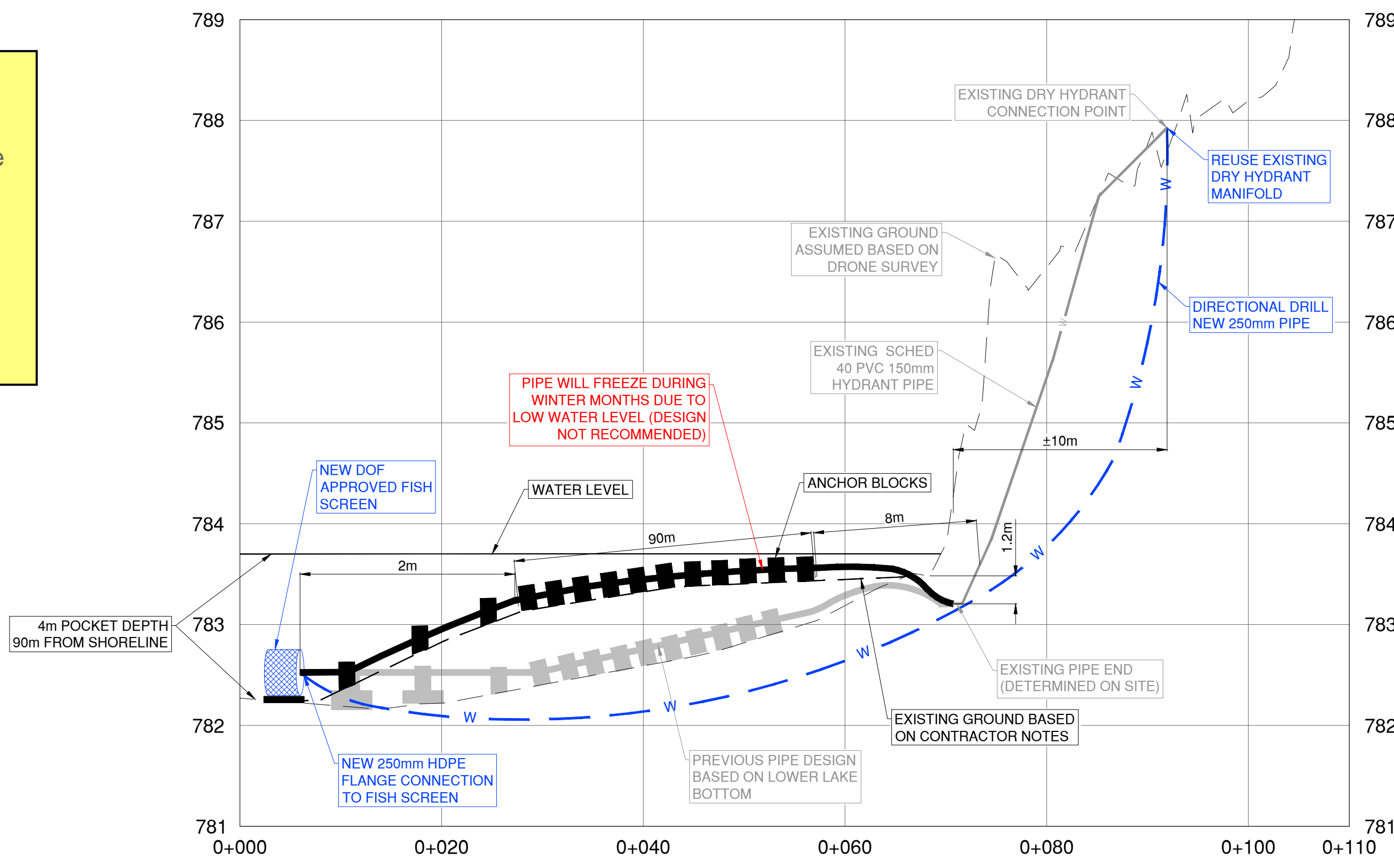
FILE NO. 250902_Dry_Hydrant_Fish_Screen.dwg	ENG DWG NO.
SHEET ID. C-01	SHEET NO. 1
DRAWN BB	DATE 2024-08-20
	PROFILE NO.

Legend:

GREY - Original concept, Original Lake bed dimension

BLACK - Design discussed with contractor - Updated lake bottom

BLUE - Proposed directional drilling scenario



ELEVATION DATA THROUGH AERIAL DRONE SURVEY