



Regional District of Central Kootenay
CRESTON VALLEY SERVICES COMMITTEE
Open Meeting Agenda

Date: Thursday, April 3, 2025
Time: 9:00 am
Location: Creston and District Community Complex - Erickson Room
312 19 Avenue North, Creston, BC

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:

9:00 a.m. PDT

Join by Video:

<https://rdck-bc-ca.zoom.us/j/92632670829?pwd=VkcPYOvOWnMTDNowScaJt12nFYz8zN.1>

Join by Phone:

+1 778 907 2071 Canada Toll Free

*6 to unmute or mute

*9 to raise or lower your hand

Meeting ID: 926 3267 0829

Meeting Password: 430277

In-Person Location: Creston & District Community Complex
312 19 Avenue North, Creston, BC

2. CALL TO ORDER

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

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

4. ADOPTION OF AGENDA

RECOMMENDATION:

The agenda for the April 3, 2025 Creston Valley Services Committee meeting be adopted as circulated.

5. RECEIPT OF MINUTES

4 - 10

The March 6, 2025 Creston Valley Services Committee minutes, have been received.

6. NEW BUSINESS

6.1 DISCUSSION ITEM: CANADA DAY CELEBRATION

11

Chair DeBoon requested to add this discussion item for a Canada Day drone show, and costs involved for this event from different providers.

7. OLD BUSINESS

7.1 DISCUSSION ITEM: CRESTON MINOR HOCKEY ASSOCIATION LEGACY PROJECT

12 - 19

Craig Stanley, Regional Manager - Operations and Asset Management is presenting a 5 year draft agreement for the Creston Minor Hockey Association Legacy Project to the Committee.

7.2 ACTION ITEM LIST

20

8. PUBLIC TIME

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

9. CLOSED

9.1 Meeting Closed to the Public

RECOMMENDATION:

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

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

Subsections:

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

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

(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

9.2 Recess of Open Meeting

RECOMMENDATION:

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

10. NEXT MEETING

The next Creston Valley Services Committee meeting is scheduled for May 1, 2025 at 9:00 a.m.

11. ADJOURNMENT

RECOMMENDATION:

The Creston Valley Services Committee meeting be adjourned at [Time].



Regional District of Central Kootenay

CRESTON VALLEY SERVICES COMMITTEE

Open Meeting Minutes

8:00 a.m. PST

9:00 a.m. MST

Thursday, March 6, 2025

Town of Creston, Council Chambers

238 10 Avenue North, Creston, BC

COMMITTEE MEMBERS PRESENT

Chair A. DeBoon	Town of Creston
Director G. Jackman	Electoral Area A
Director R. Tierney	Electoral Area B
Director K. Vandenberghe	Electoral Area C

STAFF PRESENT

S. Horn	Chief Administrative Officer
Y. Malloff	General Manager Finance, Information Technologies and Economic Development
T. Davison	Regional Manager – Recreation and Client Services
C. Stanley	Manager of Recreation – Creston and District Community Complex
S. Sudan	General Manager of Development and Community Sustainability
U. Wolff	General Manager of Environmental Services
A. Wilson	Resource Recovery Manager
D. Sequin	Manager of Community Sustainability
N. Hannon	Disaster Mitigation and Adaption Senior Advisor
M. Crowe	Parks Planner
R. Baril	Meeting Coordinator

TOWN OF CRESTON STAFF PRESENT

M. Moore	Creston Chief Administrative Officer
J. Riel	Creston Fire Chief

GUESTS

Director A. Watson	RDCK Board Chair/Electoral Area D
I. Finley	Little Dog Farm
C. Chapman	Physician Recruiter for the Creston Valley
M. Schneider	Creston Valley Regional Airport Society
S. Itkonen	Library Director

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:

9:00 PST

8:00 MST

Join by Video:

<https://rdck-bc-ca.zoom.us/j/92632670829?pwd=VkcPYOvOWnMTDNowScaJt12nFYz8zN.1>

Join by Phone:

+1-778-907-2071

Meeting ID: 926 3267 0829

Meeting Password: 430277

In-Person Location: Town of Creston - Council Chambers

238 10 Avenue North, Creston, BC

2. CALL TO ORDER

Chair DeBoon called the meeting to order at 9:01 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 March 6, 2025 Creston Valley Services Committee meeting be adopted as circulated.

Carried

5. RECEIPT OF MINUTES

The January 30, 2025 Creston Valley Services Committee minutes, have been received.

6. DELEGATION**6.1 SHORT TERM RENTAL REGISTRY**

Ian Finley, from Little Dog Farm, presented his concerns with the Short-Term Rental Registry that the Province has implemented. Committee advised that the Rural Affairs Committee would be better suited platform to serve the issues brought forward, if a variance would need to be applied for to address what they wish to develop on their property.

7. STAFF REPORTS**7.1 FOR INFORMATION: RDCK EMERGENCY MANAGEMENT - QUARTER 4 (Q4) REPORT**

Dan Sequin, Manager Community Sustainability, presented the RDCK Emergency Management Q4 Report. 2024 was a busy season for Emergency Management, centered around the four pillars of: preparedness, mitigation, response and recovery. Recruitment is going to be the primary focus in 2025, as well as completing a regional roundtable RDCK ArcGIS fire mapping tool, the first of its kind in the province. After action review process is happening now in 2024 affected wildfire evacuation areas. And Emergency Services has obtained a grant to upgrade equipment to new standards.

Dan answered the Committee's questions.

7.2 FOR INFORMATION: CRESTON VALLEY FIRE QUARTER 4 (Q4) REPORT

Jared Riel, Creston Fire Chief, presented his Q4 Operational Report for Creston Valley Fire Department. There were 212 calls for service in 2024 4th quarter, with Creston area showing the most incidents. Response times have gone up slightly in quarter 4 over the previous quarter when all areas are factored in. Staffing is currently made up of 40 paid on call firefighters, 6 work experience firefighters, and have just added a part time administrative staff this past quarter.

Chief Riel answered the Committee's questions.

7.3 FOR DISCUSSION: RDCK CORPORATE ADMINISTRATION - QUARTER 4 (Q4) REPORT

The Committee discussed the Q4 RDCK Corporate Administration Report. The Committee would like items for Areas A, B and C separated out of this report. The Committee can then focus on the applicable items for the Electoral Areas that pertain.

8. NEW BUSINESS**8.1 CRESTON VALLEY PHYSICIAN RECRUITMENT UPDATE**

Cathy Chapman, Physician Recruiter for the Creston Valley, presented an update for the Committee. Cathy's focus is community driven recruiting, focused mainly on finding

housing and childcare for physicians. Interior Health's focus is on keeping tertiary and regional hospitals staffed and towns in crisis, which Creston is neither. Interior Health has not forwarded one viable candidate to Creston in the past two years. Creston is six full time equivalents short for physician recruiting with more than two thousand people in the region on the wait list for a family doctor. However, due to the work of the recruiter program, we have not faced the hospital closures that other small communities have had. Our locum program is working with over forty locum physicians supporting the community.

The personal touch of the physician recruiter program has value to the Creston community. There is no increase to the financial ask for 2025 in the draft budget.

Cathy answered the Committee's questions.

8.2 CRESTON VALLEY AIRPORT

Moved and seconded,

And resolved that it be recommended to the Board:

That the Board send a letter of support for British Columbia's Air Access Program (BCAAP) Grant to fund a backup generator for the Creston Valley Airport.

Carried

Moved and seconded,

And Resolved:

Director Watson granted Freedom of the Floor.

Carried

8.3 CRESTON VALLEY AIRPORT

Melody Schneider, Secretary/Treasurer of Creston Valley Regional Airport Society, has an amendment to the 2025 Draft Budget. The request for the Service S240 Airport – Creston B, C and Area A has increased to \$212,275 to account for a recent change in staffing for their maintenance worker. The Committee would like to see alternative ways to increase revenues.

Melody answered the Committee's questions and will bring more information back re: increasing revenues to the Committee for a future meeting.

ORDER OF THE AGENDA CHANGED

The Order of Business was changed with Item 9.2 Old Business considered at this time.

9.2 CRESTON VALLEY PUBLIC LIBRARY REVISED BUDGET

Saara Itkonen, Library Director, presented the revised budget amount for the 2025 Draft Budget for the Creston Valley Public Library. The library has suggested to close on Fridays to accommodate a budget increase to twenty-five percent, as well as reduce the amount set aside for reserves in 2025.

Saara answered the Committee's questions.

ORDER OF THE AGENDA RESUMED

Item 8.4 considered at this time.

8.4 DISCUSSION ITEM: SCULPTURE AT CRESTON AND DISTRICT COMMUNITY COMPLEX

Craig Stanley, Regional Manager Operations and Asset Management, presented a request to place a sculpture at the Creston and District Community Complex from the Town of Creston. This sculpture would need to be located indoors due to the delicate nature of the sculpture.

Moved and seconded,
And resolved:

That the Committee authorized staff to proceed to find an alternate location indoors for this sculpture and report back to the Committee and that any future art pieces would need a Display of Public Art Policy.

Carried

9. OLD BUSINESS

9.1 CRESTON NEIGHBOURHOOD WELCOME

Town of Creston will provide numbers from 2024 for the Creston Neighbourhood Welcome program and the Town of Creston staff will put in a request to RDCK for discretionary funds to cover the Areas A, B and C for newcomers to the Valley based off the historical data.

9.3 ACTION ITEM LIST

Item #7. No date for the Traditional Land Use (TUS) workshop yet.
Item #6. Can be removed.

10. PUBLIC TIME

The Chair called for questions from the public and members of the media at 11:15 a.m.

There were no questions from the public or media.

11. CLOSED

11.1 Meeting Closed to the Public

Moved and seconded,
And resolved:

In the opinion of the Board - and, in accordance with Section 90 of the Community Charter – the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting;
AND FURTHER, in accordance with Section 90 of the Community Charter, the meeting is to be closed on the basis(es) identified in the following Subsections:

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

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

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

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

Carried

11.2 Recess of Open Meeting

Moved and seconded,
And resolved:

The Open meeting be recessed at 11:17 a.m. in order to conduct the Closed meeting.

Carried

12. NEXT MEETING

The next Creston Valley Services Committee meeting is scheduled for April 3, 2025 at 9:00 a.m.

13. ADJOURNMENT

Moved and seconded,
And resolved:

The Creston Valley Services Committee meeting be adjourned at 2:07 p.m.

Carried

Digitally approved by

Arnold DeBoon, Chair

This is the company that we used last year for Drone Show. They are booked on July 1, but available on June 30. 120 Drones is roughly what we ended up with last year at the Centennial, enough to do some interesting stuff with, but it does come with a high price tag.

In addition to this, there does need to be a sound guy, with a speaker system to support.

I've put out inquiries to a few other companies that look like they do Drone Shows in Western Canada, so we will wait to hear back.

Unfortunately, all our 4 teams are booked for July 1st evening, it doesn't feel good saying no to you guys in any way!

But we can for sure give you an awesome show on June 30th evening with a Canada Day theme, some municipalities prefer to do it on June 30th evening, we have two multiyear contracts on June 30th eve Canada Day shows.

We will offer you a custom show with 120 drones at a discounted price of \$18k.

Could you please check if June 30th evening show work on Canada day theme, we may be able to give you 15-20 more drones in 100 drones show price.

Thank you and looking forward to hearing from you.

We had the pleasure of having you provide a drone show for our Centennial Event in 2024. I'm wondering if there is an opportunity to have a quote for providing a drone show for Canada Day in Creston? If there is an opportunity, how much would a 100 drone show cost?

The Town and Regional District of Central Kootenay are trying to find a firework free alternative to Canada Day.



Licence of Occupation

Agreement

Contract #: 2025-068-CDCC_CVMHA
Project: Sports Memorabilia Curating of CDCC Display Cabinet

THIS AGREEMENT executed and dated for reference the:

18 day of March, 2025
(Day) (Month) (Year)

BETWEEN

**REGIONAL DISTRICT OF CENTRAL
KOOTENAY**

(hereinafter called the "Regional District")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Agreement Administrator: Craig Stanley
Telephone #: 250-428-7127 ext 2030
Email: cstanley@rdck.bc.ca

**CRESTON VALLEY MINOR HOCKEY
ASSOCIATION**

(hereinafter called the "Licensee")
at the following address:
319-19th Ave North (Creston)
Creston, BC V0B 1G0

Agreement Administrator: Richard Harris
Telephone: [Click here to add phone #](#)
Email: president@crestonvalleymhockey.com

AND

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Activities" means all activities required by the LICENSEE to operate and maintain the LICENSEE's displays, display cases and related content at the Creston and District Community Complex;

"Agreement" means this licence of occupation;

"Assignment Agreement" means the form of the License and all replacements of that form;

"Commencement Date" means April 1, 2025

"GST" means the tax imposed under Part 1X of the *Excise Tax Act* (Canada);

"Licence Area" means that part of the following described land, which is shown in highlighted red within the solid bold black outline on Schedule A:

CRESTON AND DISTRICT COMMUNITY COMPLEX
Parcel Identifier 008-075-085
BLOCK 16 PLAN NEP698 DISTRICT LOT 891 KOOTENAY LAND DISTRICT

"**Term**" means the period of time set out in section 2.2; and

"**Works**" means all of the LICENSEE's buildings, improvements and works.

ARTICLE 2 - GRANT, PURPOSES and TERM

- 2.1 On the terms and conditions set out in this Agreement, the REGIONAL DISTRICT grants to the LICENSEE, its employees, agents, contractors, sublicensees and invitees an irrevocable non-exclusive licence of occupation over the Licence Area for the following purposes:
- (a) as determined in the sole discretion of the LICENSEE, use existing sports collection REGIONAL DISTRICT-owned display cabinets, update display cabinets, change display layout, update sports collection memorabilia, update sports collection signage and provide public tours of sports collection during Creston and District Community Complex facility hours; and
 - (b) to do all acts which are necessary or incidental to the use of the Licence Area for the purposes set out in this Agreement.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on March 31, 2030

ARTICLE 3 - FEE

- 3.1 The fee for the Term is \$10.00, the receipt and sufficiency of which is acknowledged by the REGIONAL DISTRICT.

ARTICLE 4 - COVENANTS

- 4.1 The LICENSEE must:
- (a) have their broker complete the REGIONAL DISTRICT Standard Certificate of Insurance form and provide the completed form to the REGIONAL DISTRICT, confirming proof of the insurance requirements below upon execution of this Agreement and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:
 - (i) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$2,000,000 dollars per occurrence** with a **maximum deductible of \$5,000**;

Such insurance will include the following endorsements:

- (A) name the REGIONAL DISTRICT, its elected officials, officers, employees, servants and agents as additional insured;

- (B) Licensee's Blanket Contractual Liability;
 - (C) Cross Liability and Severability of Interest;
 - (D) Occurrence Broad Form Property Damage;
 - (E) Personal Injury;
 - (F) Waiver of Subrogation in favor of the REGIONAL DISTRICT whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the REGIONAL DISTRICT for any property loss or damage claim(s);
 - (G) be primary in respect to the operation of the named insured pursuant to the contract with the REGIONAL DISTRICT. Any insurance or self-insurance maintained by the REGIONAL DISTRICT will be in excess of such insurance policy (policies) and will not contribute to it;
 - (H) require the insurer not cancel or materially change the insurance without first giving the REGIONAL DISTRICT thirty days' prior written notice; provided that if the Licensee does not provide or maintain in force the insurance required by this Agreement, the Licensee agrees that the REGIONAL DISTRICT may take out the necessary insurance and the Licensee shall pay to the REGIONAL DISTRICT the amount of the premium immediately on demand.
- (b) It shall be the sole responsibility of the Licensee to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation, is necessary or advisable for the protection of the Licensee or is required by the Licensee to fulfill its obligations under this Agreement. Such additional insurance shall be maintained and provided at the sole expense of the Licensee. The Licensee shall be responsible for obtaining whatever additional insurance it deems necessary in respect of the property of the Licensee located in the Licence Area.
 - (c) The Licensee accepts and will use the Licence Area at its own risk and agrees that neither the REGIONAL DISTRICT nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the LICENCE AREA. The REGIONAL DISTRICT is not responsible for any loss, damage or theft of items belonging to the Licensee stored in the LICENCE AREA.
 - (d) With respect to the liability insurance, the LICENSEE is understood to have previously occupied and examined the Licence Area and to have found the same in good order and satisfactory condition.
 - (e) The LICENSEE acknowledges that there are no promises, representations or undertakings by the REGIONAL DISTRICT as to any alterations, remodelling or decorating of the Licence Area or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Agreement.
 - (f) keep and maintain the Licence Area in good repair and in a safe state, and indemnify and save harmless the REGIONAL DISTRICT of and from all claims and demands of any and

every nature whatsoever by the LICENSEE, its employees, agents and invitees arising out of the following:

- (i) Loss of or damage to any property of the LICENSEE, its employees, agents or invitees located in or about the Licence Area, including buildings or the Land in any way occurring;
- (ii) Damage or injury, including injury resulting in death, to the LICENSEE, its employees, agents or invitees in or about the Licence Area, the building or the land, in any way occurring; or
- (iii) Any business carried on in or about the Licence Area;

and this indemnity shall survive the expiration or earlier termination of this Agreement; provided that notwithstanding anything to the contrary contained herein, the indemnity and protection afforded the REGIONAL DISTRICT in this clause will not be applicable in the event that such loss, damage, injury or death is caused by the negligent or willful act of the REGIONAL DISTRICT, its employees or agents.

- (g) use and occupy the Licence Area only for the purposes set out in section 2.1;
- (h) not place on or make to the Licence Area any improvement except for the purposes set out in this Agreement;
- (i) not interfere with the REGIONAL DISTRICT'S operations of the Creston and District Community Complex; and
- (j) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the REGIONAL DISTRICT possession of the Licence Area in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Licence Area any improvement that the LICENSEE wants to remove, if the improvement was placed on or made to the Licence Area by the LICENSEE, is in the nature of a LICENSEE's fixture normally removable by LICENSEES and is not part of a building or part of the Licence Area, and
 - (iii) restore the surface of the Licence Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date but if the LICENSEE leaves an improvement on the Licence Area under paragraph (ii), this paragraph will not apply to that part of the surface of the Licence Area on which that improvement is located,

and all of the LICENSEE's right, interest and estate in the Licence Area will be absolutely forfeited to the REGIONAL DISTRICT, and to the extent necessary, this covenant will survive the termination of this Agreement.

ARTICLE 5 - TRANSFER OF THE LICENCE AREA

- 5.1 The REGIONAL DISTRICT must not transfer the fee simple interest in the Licence Area to any person without assigning its obligations under this Agreement to the person to whom the fee

simple interest in the Licence Area is to be transferred by way of the Assignment Agreement.

ARTICLE 6 - CANCELLATION

- 6.1 The LICENSEE agrees with the REGIONAL DISTRICT that if the LICENSEE fails to observe, abide by and comply with the provisions of this Agreement and its default or failure continues for 60 days after the REGIONAL DISTRICT gives written notice of the default or failure to the LICENSEE this Agreement will, at the REGIONAL DISTRICT's option and with or without entry, terminate, and all of the LICENSEE's rights, interests and estate in the Licence Area will be absolutely forfeited to the REGIONAL DISTRICT.
- 6.2 If the condition complained of requires more time to cure than 60 days, the LICENSEE will be deemed to have complied with the remedying of it if the LICENSEE commences remedying or curing the condition within 60 days and diligently complete the same.

ARTICLE 7 - NOTICE

- 7.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the REGIONAL DISTRICT:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, British Columbia V1L 5R2
Attention: Craig Stanley, Regional Manager of Operations,
Email address: cstanley@rdck.bc.ca

to the LICENSEE:

Creston Valley Minor Hockey Association
319-19th Ave North
PO Box 83
Creston, British Columbia V0B1G0
Attention: Richard Harris
Email address: president@crestonvalleyminorhockey.com

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 7.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent email copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of an email copy of any notice, will affect the deemed delivery provided in section 7.1.

ARTICLE 8 - MISCELLANEOUS

- 8.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 8.2 No remedy conferred upon or reserved to the REGIONAL DISTRICT under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 8.3 This Agreement extends to, is binding upon and ensures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 8.4 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the LICENSEE's reasonable control, other than normal weather conditions, the LICENSEE is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay.
- 8.5 The LICENSEE agrees with the REGIONAL DISTRICT that
- (a) the REGIONAL DISTRICT is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Licence Area and the LICENSEE is solely responsible for all costs and expenses associated with its use of the Licence Area for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes the LICENSEE as the agent, joint venturer or partner of the REGIONAL DISTRICT.

ARTICLE 9 - INTERPRETATION

- 9.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 9.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 9.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 9.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 9.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered

separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 9.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 9.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 9.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 9.9 Time is of the essence of this Agreement.

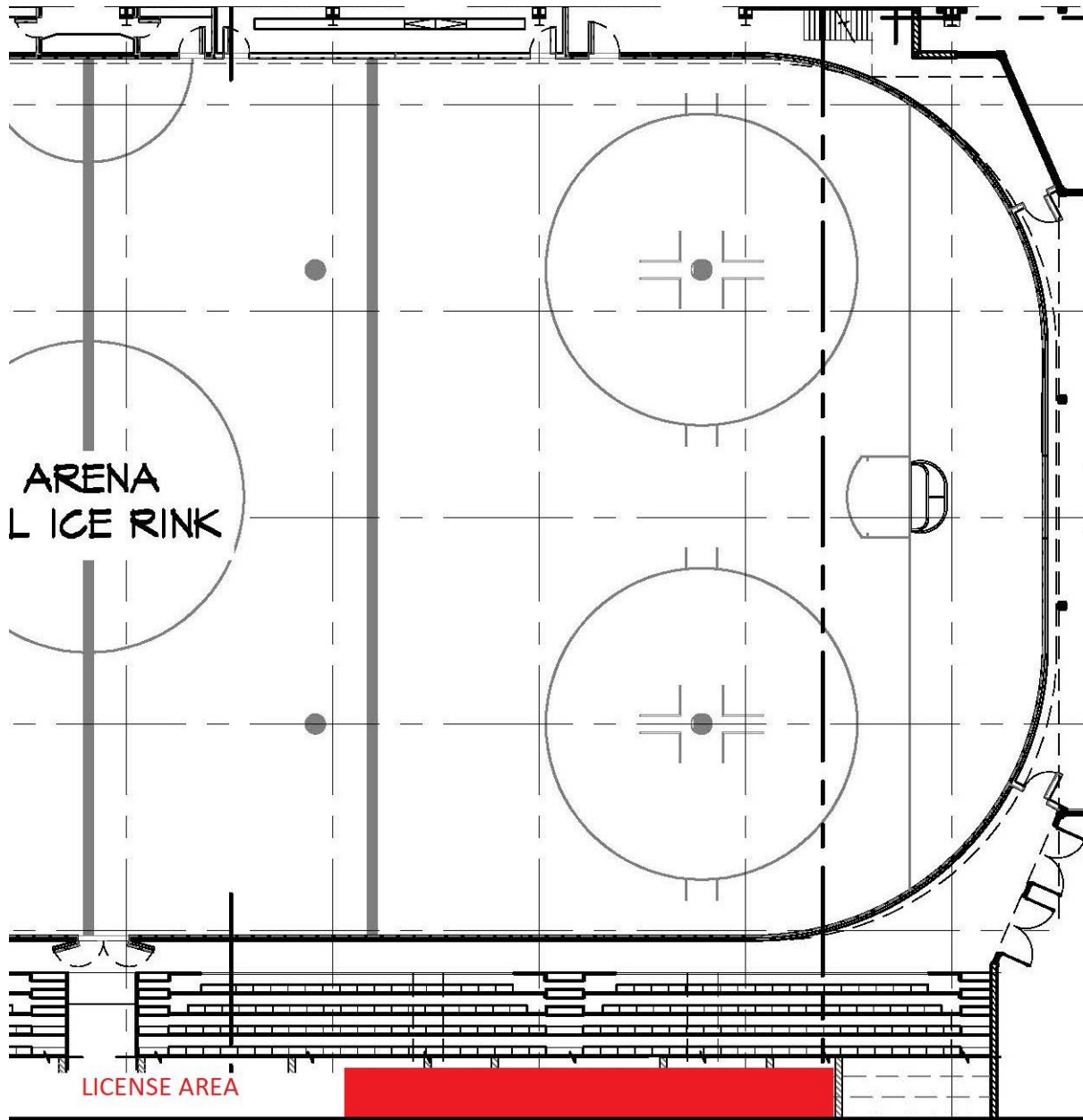
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CRESTON VALLEY MINOR HOCKEY ASSOCIATION
(Signature of Authorized Signatory)	(Signature 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)

SCHEDULE A

LICENSE AREA

CRESTON AND DISTRICT COMMUNITY COMPLEX



CVSC ACTION ITEMS LIST – 2025-03-06

#	ACTION ITEM	MEETING ORIGIN	STATUS
1.	STAFF DIRECTION: That the Board direct staff to prepare a draft policy for Board review that requires recipients of financial grant in aid funds to engage with local area Directors and/or provide documentation during the budget process, to be eligible for funding via taxation in a given year.	05-Jan-2023	This has fallen back in the priority list based on other work.
2.	STAFF DIRECTION: Dangerous Dog Bylaw to be written to enable Staff to work sub-regionally in conjunction with RCMP to act on dangerous dogs including provisions for safe and approved housing and care of animals until their future is determined.	02-Mar-2023 03-Oct-2024	Re-written from 02-Mar-2023. This is being assessed as to whether to bring ABC to the Board before the RDCK wide bylaw to speed up the process.
3.	STAFF DIRECTION: Staff to develop a clear process for feasibility studies, for clubs/ groups submitting recreation request proposals. Example: Creston Tennis Club	04-May-2023	Nelson And District Information Circulated – 2nd Workshop rescheduled from March
4.	STAFF DIRECTION: Staff to create a contribution agreement with Kootenay River Secondary School where RDCK lists what the funding is for and what the expectations are for the funding. To formalize the agreement, Staff to include in the agreement what the rates are that RDCK is going to charge to receive that funding. CVSC would review the contribution agreement with Kootenay River Secondary School every year.	01-Jun-2023	Ongoing. Staff has not set up a meeting with SD*. But – SD8 has not reached out as well. Does the committee still want to consider funding?
5.	STAFF NOTE: Stuart Horn, Chief Administrative Officer – RDCK advised that the ownership and maintenance of the signage is being handled by Kootenay Employment Services and the Committee will receive an update later in 2023.	06-Jul-2023 & 04-May-2023	Complete – awaiting a license of occupation for specific signage location before removing from list.
6.	STAFF DIRECTION: That staff request a workshop/session (in conjunction with a site visit for the Creston Valley Services Committee) with the Traditional Use Study (TUS) authors, the Ktunaxa Nation and Yaqan Nukiy, to educate the Committee to better understand the TUS.	09-Sept-2023	Ongoing. Staff meeting with Ktunaxa and LKB staff October 30, 2024. Will work to arrange a date for a workshop. Jan 30, 2025. Staff has reached out requesting a TUS Workshop date.
7.	STAFF DIRECTION: That staff arrange a meeting with the RDCK and the Town of Creston to discuss internal governance regarding the Kootenay Employment Services contract.	07-Mar-2024	
8.	STAFF DIRECTION: That staff work with library to develop a policy around the capital reserve and investment amounts to establish how the reserved funding is being spent.	07-Mar-2024	Ongoing