



# **GLACIER CREEK REGIONAL PARK**

## **FIVE YEAR MANAGEMENT PLAN**

**February, 1997**

## INTRODUCTION

In December, 1992, the Ministry of Forests, in response to a request from the Regional District of Central Kootenay, agreed to cancel the Forest Service Recreation area status for Glacier Creek Park and to transfer the site to the Regional District for a regional park. In May, 1995, the Ministry of Forests forwarded, to the Regional District, a completed copy of Special Use Permit S20945 transferring responsibility of the site to the Regional District. Pursuant to the permit, the Regional District is required to prepare a five year management plan for the park.

Glacier Creek Regional Park is located on the east shore of Duncan Lake. With the exceptions of roads, campsites and picnic areas, the site is tree covered. The park is approximately 20.1 hectares in size and, from east to west at its longest distance, is about 200 metres and from north to south, 720 metres. A metes and bounds description of the park is as follows:

Commencing at a point on the Westerly side of Forest Service Road Project 942-077.01 being 70 metres South and 140 metres East of the Southeast point on the Easterly shore of Duncan Lake; thence in a general Westerly and Northerly direction along the Easterly shore of Duncan Lake to the Easterly bank of Glacier Creek; thence in a generally Northerly and Easterly direction along the Easterly bank of Glacier Creek to the Westerly side of Forest Service Road - Project 942-077.01; thence Southerly along the Westerly side of Forest Service Road - Project 942-077.01 to the point of commencement.

## PLANNING PROCESS

In May, 1995, the Regional Board, by resolution and in accordance with the policies of the **Official Regional Park Plan of the Regional District of Central Kootenay**, Bylaw, 528, 1986, designated the Lardeau Valley Community Club as the Glacier Creek Regional Park Commission. The Commission is comprised of the following appointments as of May, 1995: Drew Warga, Len Wiens, Roger Leroux, Carlene Benwell, Renee Skinner, Garry Thiessen, Scott Berry, John Command, Tammy Berry and Louis Alaric.

Regional District staff met on a number of occasions with the park commission, the electoral area director and with Ministry of Forests staff to discuss the planning process and the plan contents. Several field trips were also made to the site to consider development options. A development plan has been prepared reflecting suggestions received.

## OBJECTIVES

1. To prepare a five year management plan for Glacier Creek Regional Park that reflects the regional park and recreation needs of the Electoral Area D and the Village of Kaslo communities.
2. To prepare a park plan that reflects the requirements of the Ministry of Forests, as specified in Special Use Permit S20945.
3. To determine a plan implementation time frame and phasing program.

## **POLICIES**

1. Existing park facilities are identified on the attached plan map and include an entrance road, 25 picnic tables, 21 camping sites fifteen with fire pits, five outhouses, two picnic areas, an entrance sign and on the waterfront, a swimming beach, swim float, a log boom and five rock berms.
2. Proposed future developments are categorized into two time frames: two to five years (1996 - 2001) and five to ten years (2001 - 2111). In the 1996 to 2001 time period, the plan identifies the installation of signs to be located at the beach picnic sites, to advise the public of use rules governing their visit while at the park. The plan also identifies the development of a double unit outhouse, a swim float, construction of a camp kitchen, development of a parking lot, installation of barriers at the east picnic site, installation of a concrete boat ramp, widening of the present access road or the construction of a few pullouts to allow passing room and the construction of walking trails. In the 2001 to 2111 time period, proposed is the development of an unknown number of additional campsites in the central portion of the park and the development of a loop exit road. These proposed developments are dependent on future use levels and availability of funding.
3. The Glacier Creek Park Commission shall be responsible for managing the park and all its facilities including litter control and road maintenance. The Regional District proposes to arrange for a site maintenance contract similar to the draft contract attached as Appendix #1 to this plan.
4. Signage includes an entrance sign identifying the name of the park and acknowledging the contributions of those that have made the park a reality including the Ministry of Forests, individuals and corporations and a regulations sign located at the beach picnic area.
5. With the exceptions of developments as previously described, the property shall be retained in its natural state with priority on the protection of wildlife habitat as much as possible.
6. The development of the site shall preserve the trees as much as possible, taking into consideration safety from the risk of hazardous trees. Prior to the removal of any trees thought to be hazardous, a wildlife/hazard tree assessment will be carried out to identify potential habitat trees.
7. Management shall be in conformity with the requirements of the Ministry of Forests Special Use Permit S20945, which is attached as Appendix #2 to this plan.

## APPENDIX #2

PROVINCE OF BRITISH COLUMBIA  
FORESTS

MINISTRY OF

### SPECIAL USE PERMIT

No S20945

March 1, 1995

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

Telephone Number 352-6665

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

#### Public Recreation Site

- 1.02 The permit area is the land outlined in red line on the map of Recreation Project REC-2120 on Exhibit A, dated May 26, 1993, attached to this Special Use Permit except land that is excluded in notations made on the map.
- 1.03 The term of this Special Use Permit is for 25 years, beginning March 1, 1995.
- 1.04 The Permittee or the Forest Service may make arrangements to cancel this Agreement one (1) year after written notice to the other party.
- 1.05 The Permittee may, on or after expiry of this Agreement apply to the Forest Service for a renewal of this Agreement.
- 2.00 *Financial*
- 2.01 In addition to other money payable to the Permittee under the *Forest Act* and regulations made under it, the Permittee will not be required to pay annual rent to the Crown upon receipt of this Agreement issued on behalf of the Crown.

3.00 *Improvements*

3.01 Before cutting any timber, erecting any building or other structure or making any other improvement to the permit area the Permittee will submit to the District Manager a plan showing the locations of the cutting and the locations and specifications of structures, buildings and other improvements proposed for the permit area.

3.02 The Permittee will not:

- (a) cut any timber or erect any building or other improvement on the permit area, except as approved under this Special Use Permit,
- (b) remove any building, other structure or other improvement from the permit area, or
- (c) sell, lease or otherwise dispose of, except bona fide by way of security, any building or other structure, other improvement, or other service on the permit area, without prior written consent of the District Manager.

4.00 *Miscellaneous*

4.01 The Permittee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs and expenses faced by the Crown as a result, directly or indirectly, of the Permittee's occupation or use of the permit area.

4.02 The parties acknowledge, that for fire protection purposes, sections 121 to 123 of the *Forest Act* shall apply to the permit area and to the parties as though the permit area were a parcel of Crown land subject to an interest under the *Land Act*.

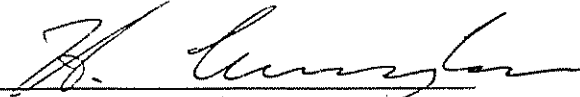
4.03 The Permittee will at his own expense:

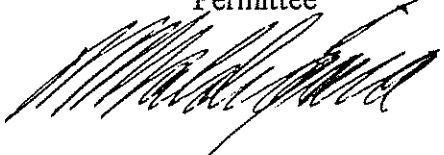
- (a) repair all damage, except ordinary wear and tear, to roads, trails, irrigation ditches and other improvements on Crown land that results from his use of the permit area, and
- (b) dispose of all slash and other refuse resulting from the use of the permit area under this Special Use Permit, in the manner directed by a Forest Officer.

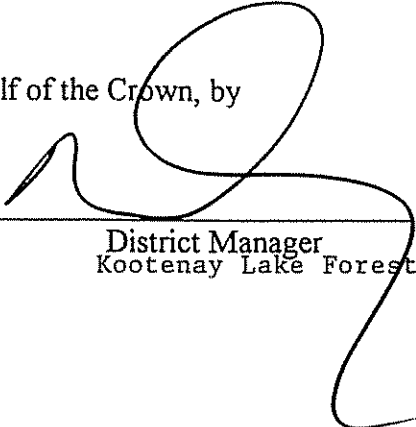
4.04 This Special Use Permit is subject to the *Forest Act* and regulations made under it.

4.05 The Permittee will perform the covenants and will observe the conditions, set out in the attached Schedule.

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

  
\_\_\_\_\_  
Permittee



  
\_\_\_\_\_  
District Manager  
Kootenay Lake Forest District

SCHEDULE

SPECIAL USE PERMIT NO. S20945

RE: 4.05 Other Conditions:

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

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

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

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

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