COLUMBIA SHUSWAP REGIONAL DISTRICT
Electoral Area Directors' Committee Meeting
LATE AGENDA ITEMS

Date: Tuesday, June 25, 2019
Time: 9:00 AM
Location: CSRD Boardroom
555 Harbourfront Drive NE, Salmon Arm

Pages

4. Reports by Staff

*4.1 Cannabis Related Business Policy A-71 Update *1*

Policy A-71 was adopted June 21, 2018.

Staff to present a PowerPoint presentation (attached) including the following:

- Number and location of Cannabis related inquires and applications in the Electoral Areas;
- Staff time utilized for these inquiries and applications;
- Explanation of Health Canada regulatory changes;
- Explanation of Agricultural Land Commission regulation changes;
- Implications of the legalization of edible cannabis products October 17, 2019; and,
- Staff recommendations for amending Policy A-71.

ACTION: Electoral Area Directors review the Cannabis Related Business Policy (A-71), discuss the changes proposed by staff, and provide feedback to staff on any needed policy changes.

Motion
THAT: the Electoral Area Directors direct staff to bring forward a report and an updated version of the Cannabis Related Business Policy A-71 Policy to be considered for adoption at the July 18, 2019 regular Board meeting.

5. Reports by Electoral Area Directors

*5.1 Removal of Building Inspection/Permit Requirements for Areas Outside of the Fire Protection Area in EA B.

31

Requested by: Director Brooks-Hill

Background information:

Building Inspection Service Electoral Areas B, C and E: Business Case

Electoral Areas B, E and F: Building Regulation Public Engagement Summary

Electoral Areas B, E and F: Building Regulation Overview Circular

CSRD Building Regulation & Inspection website

*Memorandum from Gerald Christie, Manager, Development Services, to Charles Hamilton, Chief Administrative Officer, dated June 18, 2019, attached to Late Agenda.

POLICY **A-71**

CANNABIS RELATED BUSINESSES POLICY

PREAMBLE

With the legalization of recreational cannabis in Canada, the Columbia Shuswap Regional District (CSRD) will be requested to respond to licence application referrals for cannabis related businesses. This policy establishes a clear procedure and set of criteria for the CSRD to follow when responding to licence application referrals for any cannabis related business proposed in the CSRD.

PURPOSE

The intent of Policy A-71 is to ensure that:

- cannabis related business are located in such a manner that they are sensitive to potential impacts on the surrounding community and are located in appropriate locations;
- the CSRD is provided sufficient information in the cannabis licence application referral package; and
- adequate public consultation is conducted when the Board provides a recommendation on a cannabis related business application.

DEFINITIONS

CANNABIS means all parts of the genus cannabis whether growing or not, the seed or clone of such plants, including derivatives and products containing cannabis.

CANNABIS PRODUCTION FACILITY means the use of land, buildings or structures for: research and development; testing; cultivation; production; processing; storage; packaging; labeling; or distribution of cannabis and related substances, as lawfully permitted and authorized under the Cannabis Act.

RETAIL CANNABIS SALES means a business that sells cannabis as lawfully permitted and authorized under the Cannabis Control and Licensing Act.

POLICY

This Policy will remain in effect until it is repealed or replaced.

This Policy is in effect for the following geographic areas: all of the lands within the CSRD that lie outside of municipal boundaries, Indian Reserves and National Parks.

For the purpose of this policy, cannabis production facilities and retail cannabis sales are collectively referred to as "cannabis related business."

Part One: Licence Application Procedure

1. Preliminary Consultation

Proponents are encouraged to contact the CSRD in writing before making any final site selection decisions in order to discuss their plans with staff.

Development Services staff will review all cannabis related business application referrals for compliance with relevant land use regulations, and provide information to the applicable provincial or federal agency in respect of such regulations.

2. Description of Proposed Cannabis Related Business

Referral packages provided to the CSRD for cannabis related businesses will be expected to provide the following information:

- A complete description of the proposed business (copy of the application received by Health Canada or the Liquor Control and Licensing Branch.
- The proposed layout with a site map and to-scale-drawings showing the location of the proposed facilities, and accessory buildings.
- Proposed site area and setbacks from parcel boundaries.
- Distance from schools, parks and other public spaces that are located within 1 km of the proposed business, calculated as a straight line from the edge of each parcel.

3. Public Consultation

- Where the CSRD provides recommendations on a cannabis related business application, the method of gathering public feedback will be in accordance with the applicable federal or provincial legislation.
- The CSRD will take the views of residents into account when making a recommendation on a licence application.

Part Two: Criteria for Reviewing Licence Applications

Notwithstanding the following, the CSRD Board may modify these criteria on a site by site basis, in consideration of local factors.

1. Location of Cannabis Related Businesses

a. Where land use zoning exists, cannabis retail sales may only be permitted in commercial zones; cannabis production facilities may only be permitted in industrial zones.

b. Cannabis related businesses are not supported on:

- Residential properties
- Land within the Agricultural Land Reserve (ALR)
- Areas located within 300 m of schools, parks, and any other public space

c. A minimum separation distance of 300 m is recommended between a cannabis related business and the following locations (the minimum distance is calculated as a straight line from the edge of each parcel):

- Day Cares
- Health Care Facilities
- Libraries
- Parks
- Playgrounds
- Schools
- Other cannabis related businesses

d. Minimum cannabis production facility (includes all buildings and structures) setbacks from property lines:
    - 60 m setback to exterior lot line
    - 90 m setback to front lot line
    - 30 m to other lot lines

e. Minimum cannabis production facility (includes all buildings and structures) setbacks from watercourses:
    - 30 m

June 2018

PROCEDURE

CANNABIS RELATED BUSINESSES REFERRALS

PREAMBLE

The following procedure outlines the steps to be taken by Columbia Shuswap Regional District (CSRD) Development Services Department staff upon receiving a notification that an application has been made for either a cannabis retail licence, or a cannabis production licence in the CSRD. This Procedure complements Cannabis Related Business Policy A-71.

LEGISLATIVE AUTHORITY

The process of issuing licences for cannabis retail and cannabis production is the sole jurisdiction of the provincial and federal government. In the Province of BC, the Liquor and Cannabis Regulation Branch (LCRB) is responsible for licensing and monitoring the private retail sale of non-medical cannabis under the Cannabis Control and Licensing Act. Health Canada is the approval authority for all cannabis cultivation and processing (production) licenses under the Access to Cannabis for Medical Purposes Regulations (ACMPR) and Cannabis Act.

Local governments have been provided an opportunity to provide recommendations on all cannabis retail sale license applications and must provide an opportunity for community feedback prior to making a formal recommendation of support or non-support. Cannabis Retail licences will not be issued unless the local government for the area in which the establishment is proposed to be located supports the issuance of the licence.

In the case of cannabis production facility licences, Health Canada is responsible for providing the licensing and oversight framework for legal production of cannabis. Through the licensing process, local governments are provided with a letter of notification by a proponent who has applied to become a licensed producer. Prior to issuing a licence, Health Canada does not require local government support of a proposal, nor does it require that public consultation be conducted. The CSRD will, however, respond to letters of notification in the same way that land use referrals are dealt with.

RESPONSIBILTY

The Manager and Team Leader, Development Services (staff), are responsible for assigning cannabis retail and production referrals to Development Services Staff.

PROCEDURE

Cannabis Retail Referrals:

1. Once the CSRD receives a Cannabis Retail Referral from the LCRB, staff will conduct a preliminary review of the referral with the Electoral Director of the area in which the proposal is located to determine which type of public consultation is required (public survey or public meeting).

2. The applicant will be contacted by staff and instructed to submit a Cannabis Retail Application form to the CSRD.

3. An application must be made to the CSRD on a form as prescribed by the Manager of Development Services and shall include:
    a. Name, address, and signature of owner(s) or agent acting on the owner's behalf;
    b. Applicable fee, as set out in *CSRD Development Services Application Fees Bylaw No. 4000*, as amended from time to time;
    c. Current Certificate of Title dated within thirty (30) days of the date of application for all affected properties;
    d. The legal description and street address of the property(s);
    e. Plans and details of the proposal, including a site plan, floor plan, signage details, number of parking stalls, and hours of operation;
    f. A community impact statement that outlines the retail cannabis store's potential positive impacts on the community, potential negative impacts on the community, and measures taken to address the store's potential negative impacts;
    g. A map showing day cares, health care facilities, etc. (complete list from 1.c. in Policy A-71) within 500 m of the subject property;
    h. A copy of the completed LCRB application form and any supporting documents submitted with the form; and,
    i. Any other information requested by the Manager of Development Services or his or her designate.

4. Application process:
    a. Upon receipt of a completed retail cannabis sales application, staff will open a file and issue a fee receipt to the applicant;
    b. Staff will conduct an evaluation of the proposal for compliance with relevant CSRD bylaws;
    c. If it is determined during staff's review of the application that the proposal does not conform to relevant CSRD bylaws, the applicant will be notified in writing. Staff will discuss with the applicant if the non-conformity(s) can be considered through the application, review, and approval of a land use amendment, issuance of a temporary use permit, development variance, or development permit. In situations where the proposal does not conform with Policy A-71, staff will advise the applicant to make a written request to the Board to consider modifying the criteria of the Policy to support the proposal. The request will need to provide the rational for why a variance of the Policy is justified;

d. A referral information package will be compiled by staff for review by the local Electoral Area Director, CSRD Operations Department, local RCMP, adjacent property owners and tenants (of all parcels within 100m of the proposed retail facility). The referral package will include a copy of the application as outlined in Section 3 of this Procedure, and other relevant information obtained in the application. The referral response period will be thirty (30) days;
e. The CSRD will gather the views of residents that may be impacted by the proposal as follows:
    i. Public Survey (primary method of gathering feedback): A survey will be made available for any individual who believes their interests will be affected by the proposed cannabis retail store. The survey will be accessible for thirty (30) days.
    ii. Public Survey and Public Meeting (only to be conducted if staff are directed to do so by the Electoral Director of the area in which the proposal is located): Staff will arrange a meeting to present information about the proposed cannabis retail store and to gather community feedback. Community feedback at the public meeting will be in the form of verbal presentations or submission of written comments. The applicant will be invited to the meeting and expected to attend to present relevant information and to answer questions.
f. Following the referral and public consultation period, staff will prepare a report to be considered by the Board. The report will include:
    i. a description of the proposal and how it corresponds with relevant CSRD bylaws and policies;
    ii. a copy of all input received on the application;
    iii. a summary of key issues and concerns with a brief analysis of each; and,
    iv. information about how the applicant has chosen to address (or not) the concerns.
g. Preference will be provided for proposals that:
    i. conform with relevant CSRD bylaws and policies; including Official Community Plan zoning; Cannabis Related Businesses Policy A-71; and,
    ii. demonstrate that community concerns have been adequately addressed.

5. Public Notification Requirements:
    a. Staff will make all arrangements for public notification;
    b. Notice of the public survey will be advertised at least once in the print edition of a local newspaper not less than three (3) and not more than ten (10) days before the survey is posted;
    c. Notice of public meeting will be advertised at least once in the print edition of a local newspaper not less than three (3) and not more than ten (10) days before the public meeting; and,
    d. Notice of both the public survey and public meeting will be made available on the CSRD's website and social media platforms.

6. The Board may decide to support the application, not support the application, or request that the applicant provide additional information prior to determining its support or not support.

7. Once the Board minutes have been prepared, the applicant and the appropriate approval authority will be notified in writing of the outcome.

Cannabis Production Referrals:

1. The referral process starts once the CSRD receives a formal letter of notification from an applicant who has applied to Health Canada to become a licensed producer of cannabis.

2. Staff will conduct a preliminary review of notification letter to ensure that the description of the proposed facility includes the following information:

    a. Name, address, and signature of owner(s) or agent acting on the owner's behalf;
    b. Current Certificate of Title dated within thirty (30) days of the date of the notification for all affected properties;
    c. The legal description and street address of the property(s);
    d. Plans and details of the proposal, including a site plan, building setbacks from parcel boundaries, floor plan, signage details, number of parking stalls, and hours of operation;
    e. A community impact statement that outlines the cannabis production facility's positive impacts on the community, potential negative impacts on the community, and measures taken to address the facility's potential negative impacts;
    f. A map showing day cares, health care facilities, etc. (list from 1.c. in Policy A-71) within 500 m of the subject property;
    g. Any other information requested by the Manager of Development Services or his or her designate.

3. If it is determined that the proposal does not conform to relevant CSRD bylaws, staff will discuss with the applicant if the non-conformity(s) can be considered through the approval of a land use amendment, issuance of a temporary use permit, development variance, or development permit. In situations where the proposal does not conform with Policy A-71, staff will advise the applicant to make a written request to the Board to consider modifying the criteria of the Policy to support the proposal. The request will need to provide the rational for why a variance of the Policy is justified.

4. Development Services staff will evaluate the information received for compliance with relevant CSRD bylaws and policies; including Official Community Plan; Zoning; and Cannabis Related Businesses Policy A-71;

5. A referral information package will be compiled by staff for review by the local Electoral Area Director, CSRD Operations Department, local RCMP, Agricultural Land Commission (if applicable) and any other relevant stakeholders. The referral package will include a site plan, description of the proposed cannabis production facility, and other relevant information obtained from the applicant. The referral response period will be thirty (30) days.

6. Following the referral period, staff will provide a written response to the applicant, Health Canada and any other agencies or individuals included in the referral process. The letter will convey how the proposal corresponds with relevant CSRD bylaws and policies and provide a summary of all input received on the application.

December 2018

INFORMATION BULLETIN 04

CANNABIS PRODUCTION IN THE ALR

Revised: May 8, 2019
Issued: August 15, 2018

1. SCOPE OF THIS INFORMATION BULLETIN

This information bulletin provides guidance to assist in interpreting the *Agricultural Land Commission Act*, S.B.C. 2002, c. 36 (**ALCA**) and regulations in relation to cannabis production in the Agricultural Land Reserve (**ALR**). The ALCA and regulations will govern if inconsistent with this bulletin.

This information bulletin is directed only to interpretation of the ALCA and regulations. Compliance with the ALCA and regulations in relation to cannabis does not relieve persons from the need to comply with all other applicable laws, regulations and bylaws at the federal, provincial and local government levels.

2. RECENT CHANGES TO STATUTE AND REGULATIONS

Effective February 22, 2019, the ALCA and the Agricultural Land Reserve Use, Subdivision and Procedure Regulation (now the **ALR General Regulation**) were amended and the Agricultural Land Reserve Use Regulation (the **ALR Use Regulation**) was created. Though many concepts contained in the ALCA and regulations remain unchanged, there have been changes related to the use of ALR land for cannabis production. All references in this information bulletin to the ALCA and regulations are as of February 22, 2019, unless otherwise stated.

3. WHETHER CANNABIS PRODUCTION IS A FARM USE

In the past, certain forms of cannabis production, but not others, had been “designated” as farm use by regulation. This was the practice followed when s. 2(2.5) of the former regulation was introduced in July 2018. The fact that certain production required “designation” to be a farm use suggested that non-designated forms of cannabis production:

- were not a farm use; and
- as such, could only be engaged in if the Agricultural Land Commission (the **Commission**) approved a non-farm use application specific to that use.

On February 22, 2019, s. 2(2.5) of the former regulation was repealed and the ALR Use Regulation was created. The ALR Use Regulation addresses cannabis production in s. 8, in a part of the ALR Use Regulation that is entitled “Farm Uses”, and no longer “designates” a

subset of cannabis production as farm use. This regulatory change clarifies that all forms of cannabis production are a “farm use”.

Because all forms of cannabis production are a “farm use”, cannabis production in the ALR does not contravene the ALCA even if engaged in without the Commission’s approval.

However:

- the ALR Use Regulation specifically allows local governments to prohibit cannabis production in certain forms (see section A of this bulletin); **AND**

- certain other activities associated with cannabis production, such as fill placement or soil removal, may still require proponents to engage with the Commission (see section B of this bulletin).

A. Local Government Authority To Prohibit

Local governments play a significant role in determining what kind of cannabis production occurs in their community.

Local governments may regulate or prohibit certain kinds of cannabis production, though may not prohibit all forms of cannabis production.

Section 8 of the ALR Use Regulation provides:

(1) The use of agricultural land for producing cannabis lawfully may not be prohibited as described in section 4 if the cannabis is produced

(a) outdoors in a field, or

(b) inside a structure that, subject to subsection (2), has a base consisting entirely of soil.

(2) The use of agricultural land for producing cannabis lawfully may not be prohibited as described in section 4 if the cannabis is produced inside a structure that meets both of the following conditions:

(a) the structure was, before July 13, 2018,

(i) constructed for the purpose of growing crops inside it, including but not limited to producing cannabis lawfully, or

(ii) under construction for the purpose referred to in subparagraph (i), if that construction

(A) was being conducted in accordance with all applicable authorizations and enactments, and

(B) continues without interruption from the date it began until the date the structure is completed, other than work stoppages considered reasonable in the building industry;

(b) the structure has not been altered since July 13, 2018 to increase the size of its base or to change the material used as its base.

Section 4 of the ALR Use Regulation provides:

> The farm uses referred to in this Part [which includes s. 8] may not be prohibited
>
> (a) by a local government enactment except a bylaw under section 552 *[farming area bylaws]* of the *Local Government Act*, or
>
> (b) by a first nation government law, if the activity is conducted on settlement lands.

B. Placing Fill In, And Removing Soil From, The ALR

There are strict rules regarding placement of fill in the ALR and removal of soil from the ALR, **even when necessary for a farm use**, unless limited exceptions are met.

Q. Do the rules on placement of fill in the ALR and removal of soil from the ALR apply to the construction of structures intended to be used for the production of cannabis?

A. Yes. These rules are found in ss. 35-36 of the ALR Use Regulation and apply generally, to the construction of structures for the production of cannabis, subject only to the limited exceptions summarized below.

Typically even where the fill placement or soil removal is for cannabis production, successful completion of a notice of intent and/or use application process is required before the activity can proceed. This is so unless all of the following conditions are met:

- the fill placement or soil removal are for the purpose of constructing a structure for farm use; AND
- the total area from which the soil is removed or on which fill is placed is 1,000 m^2 or less; AND
- if the area from which the soil is removed or on which the fill is placed is in a floodplain, the resulting elevation level is consistent with the minimum elevation level established under all applicable local government enactments and first nation government laws, if any, respecting flood protection in the floodplain; AND
- the fill **is not, and does not contain,** construction or demolition waste (including masonry rubble, concrete, cement, rebar, drywall and wood waste), asphalt, glass,

synthetic polymers, treated wood, or unchipped lumber, as none of these may be used as fill in the ALR: ALR Use Regulation, ss. 35-36.

See the Commission's Information Bulletin #7 – Soil or Fill Use in the ALR for more information.

4. CONSTRUCTION, MAINTENANCE AND OPERATION OF STRUCTURES NECESSARY FOR FARM USE

Subject to any limits and conditions set out in Part 2 of the ALR Use Regulation, the use of land in the ALR to construct, maintain or operate a structure (including a greenhouse), driveway or utility that is necessary for a farm use is designated as a farm use: ALR Use Regulation, s. 5. A designated farm use may be undertaken without making a use application to the Commission.

Q. What does "subject to any limits and conditions set out in Part 2 of the ALR Use Regulation" mean for the construction of structures intended to be used for cannabis production?

A. The construction of structures for cannabis production are limited by the specific limitations for cannabis production set out at s. 8 of the ALR Use Regulation.

In determining whether an activity is "necessary" for a farm use, consideration must be given to whether the nature and size of the activity is proportionate to the farm use. If a landowner claims that an activity is "necessary" for a farm use that has not yet commenced, issues may arise in respect of whether the proposed use is in fact going to occur, and whether the nature and size of activity characterized as "necessary" will in fact be necessary to that use.

5. STORING, PACKING, PREPARING AND PROCESSING FARM PRODUCTS

The ALR Use Regulation refers to certain other activities potentially related to cannabis that local governments may not prohibit, but may regulate, as described in s. 4 of the ALR Use Regulation, such as certain storing, packing, preparing and processing uses set out in s. 11.

The use of land in the ALR for storing, packing, preparing and processing farm products is designated as a farm use, and as such may be undertaken without application to the Commission, if at least 50% of the farm product is (a) produced either on that agricultural land or by an association (as that term is used in the *Cooperative Association Act*) to which the owner of the agricultural land belongs, or (b) feed required for farm use on that agricultural land: ALR Use Regulation, s. 11(2).

Cannabis Related Business Policy (A-71)
June 25, 2019



CSRD
COLUMBIA SHUSWAP REGIONAL DISTRICT

Development Services

ACTION & RECOMMENDATION:

ACTION:

Electoral Area Directors review the Cannabis Related Business Policy (A-71), discuss the changes proposed by staff, and provide feedback to staff on any needed policy changes.

RECOMMENDATION:

THAT: the Electoral Area Directors direct staff to bring forward a report and an updated version of the Cannabis Related Business Policy A-71 Policy to be considered for adoption at the July 18, 2019 regular Board meeting.

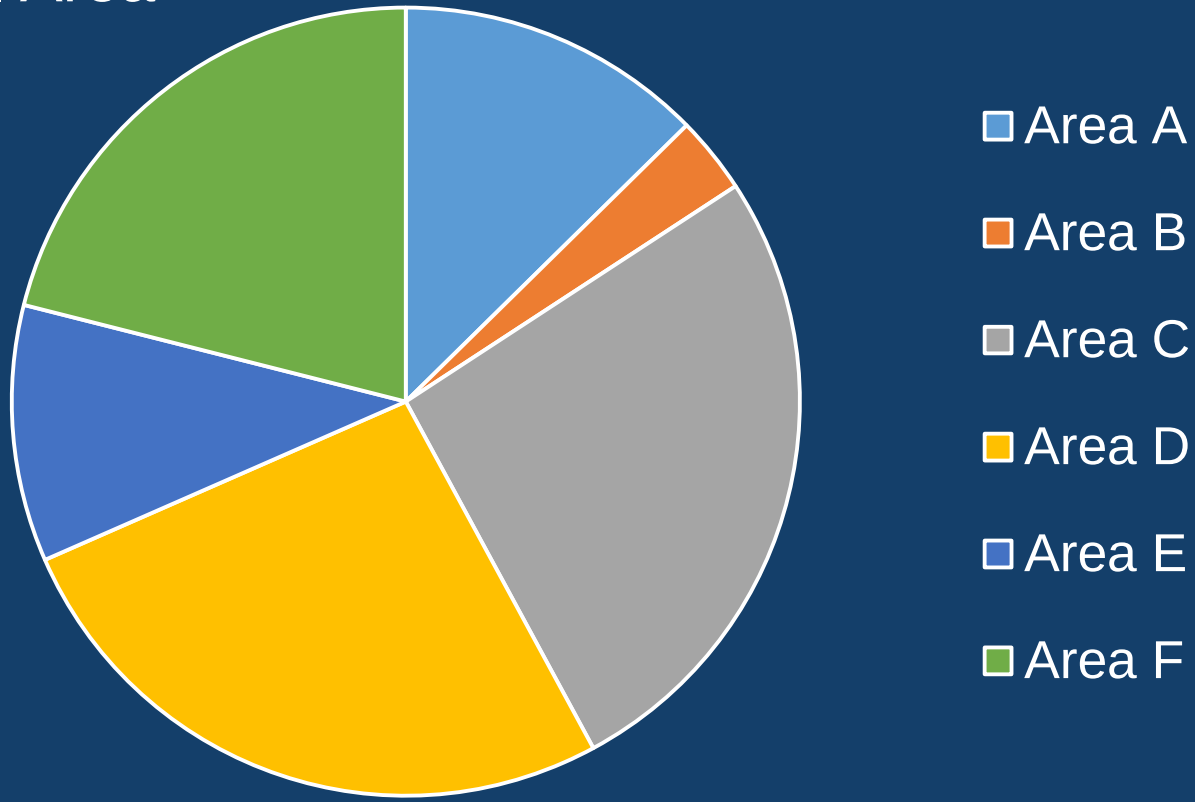
Revisiting Cannabis Related Business Policy (A-71)

- Adopted by the Board on June 17th, 2018
- One year later – where are we at?
- Recent regulatory changes – Health Canada and ALC
- Future changes

Cannabis Related Business Interest in the CSRD

- Cannabis Production (standard)
  - 6 in progress or complete
  - 14 inquires
- Cannabis Production (micro)
  - 5 in progress or complete
  - 15 inquires
- Cannabis Retail
  - 8 inquires
  - No referrals to date

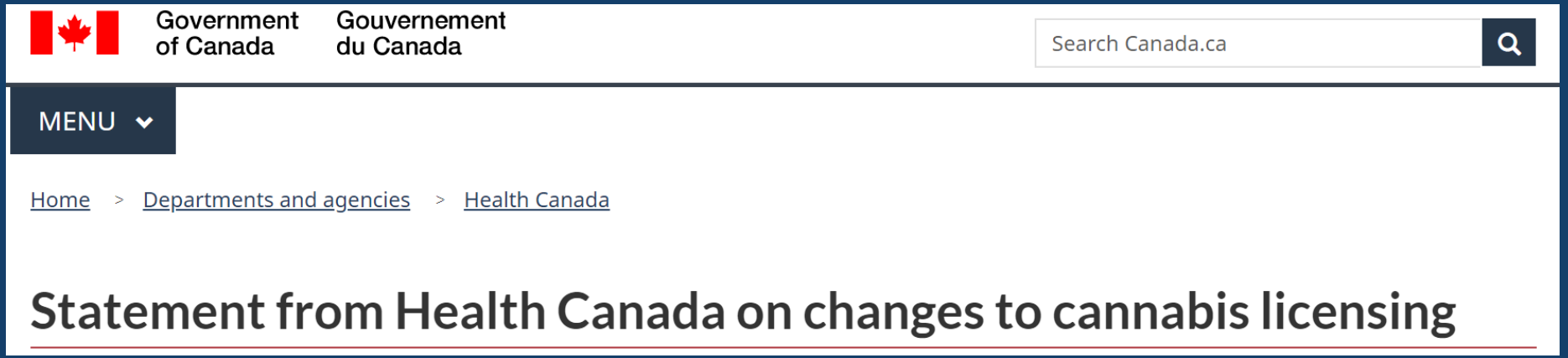
Cannabis Related Business applications and inquiries per Electoral Area



Cannabis Legalization has required significant staff time and resources:

- Responding to public inquires
- Obtaining legal opinions
- Developing policy and procedures
- Providing info on the CSRD website
- Meeting with proponents
- Processing BPs, referrals and applications (rezoning/ALR non-farm use)
- Responding to Bylaw Enforcement complaints
- At least one full-time staff person equivalent
- Has taken time away from other projects

Health Canada Changes



May 8, 2019 - Ottawa, ON - Health Canada

Effective immediately, Health Canada will require new applicants for licences to cultivate cannabis, process cannabis, or sell cannabis for medical purposes to have a fully built site that meets all the requirements of the Cannabis Regulations at the time of their application, as well as satisfying other application criteria.

Policy Successes

- Consistency: the Policy provides a CSRD wide set of guidelines for the siting of Cannabis Related Businesses (including areas of the CSRD that do not have land use regulations)
- Helps ensure that cannabis related business are located in such a manner that they are sensitive to potential impacts on the surrounding community and are located in appropriate locations
- Proponents of Cannabis Related Businesses can review the Policy in advance of selecting a location or speaking with staff
- Requires that the CSRD is provided sufficient information in the cannabis licence application referral package;

Policy Challenges

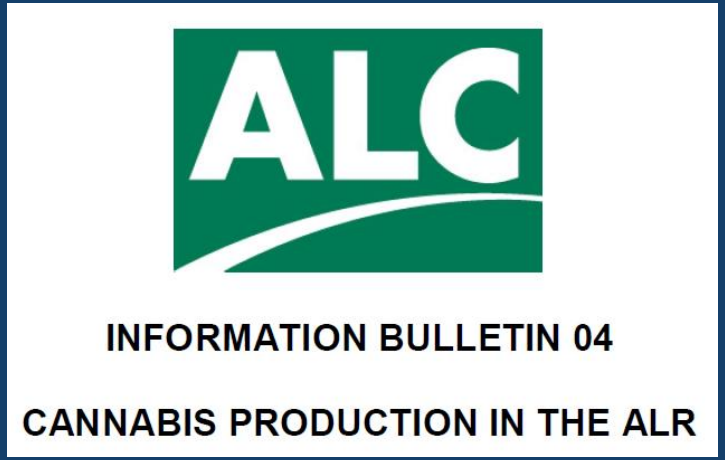
- Lack of communication/concern from Health Canada
  - Recent indication from HC that they have little interest in receiving CSRD comments
- Unlike most other referral processes in which the Local Government communicates with the external agency – federal cannabis licensing notifications come directly from the applicant
- Local Government has assumed the role as a referral agency - forwarding notifications to other agencies (e.g., MoTI, IHA, ALC…)
  - There is no mechanism to charge a fee for this service

Agriculture Land Reserve Changes

May 8, 2019 Bulletin

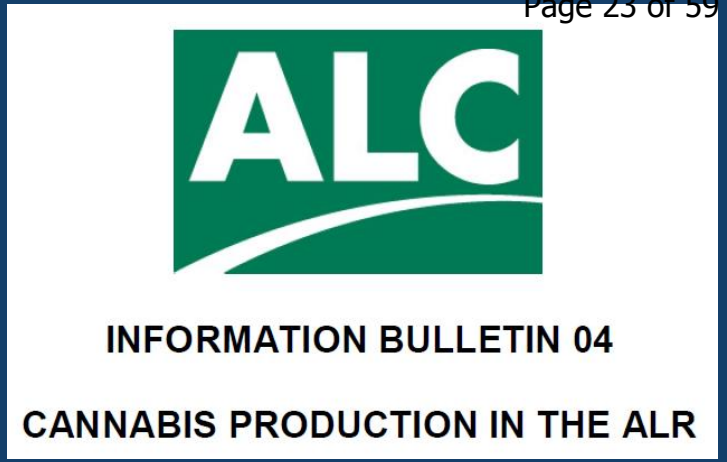
On February 22, 2019, s. 2(2.5) of the former regulation was repealed and the "ALR Use Regulation "was created.

This regulatory change clarifies that all forms of cannabis production are a "farm use".



Because all forms of cannabis production are a "farm use" (i.e. soil based or non-soil based), cannabis production in the ALR does not contravene the ALCA even if engaged in without the Commission's approval.

Agriculture Land Reserve Changes



<u>However</u>:

Local governments may regulate or prohibit certain kinds of cannabis production.

- a regular zoning bylaw can prohibit non soil-based cannabis
- a “farm area bylaw” can prohibit all forms of cannabis production

Certain other activities associated with cannabis production, such as fill placement or soil removal, may still require proponents to engage with the Commission (see section B of this bulletin).

Cannabis edibles and drinks to become legal before October 17, 2019

No specific date about finalized regulations has been set, but the Cannabis Act is to be amended to authorize the legal sale of “edibles containing cannabis” and “cannabis concentrates.”



The legalization of edibles and drinks could result in more cannabis retail referrals from the Liquor and Cannabis Regulation Branch.

A federal processing licence from Health Canada will be required for any edible cannabis production. The CSRD may receive more referrals, TUP, rezoning applications…

Policy A-71 Part 2: Criteria for Reviewing Licence Applications

Location of Cannabis Related Businesses

- Where land use zoning exists:
  - cannabis retail sales may only be permitted in commercial zones
  - cannabis production facilities may only be permitted in industrial zones

- Cannabis related businesses are (generally) not supported on:
  - Residential properties
  - Land within the Agricultural Land Reserve (ALR)

- A minimum separation distance of 300 m is recommended between a cannabis related business and the following locations:
  - Schools
  - Libraries
  - Playgrounds
  - Parks
  - Day Cares
  - Health Care Facilities
  - Other Cannabis Related Businesses

Policy A-71 Part 2: Criteria for Reviewing Licence Applications

Location of Cannabis Related Businesses

- Minimum parcel boundary setbacks for cannabis production facility (includes all buildings and structures):
  - 60 m setback to exterior lot line
  - 90 m setback to front lot line
  - 30 m to other lot lines

- Minimum cannabis production facility (includes all buildings and structures) setbacks from watercourses (RAR):
  - 30 m

- Minimum parcel boundary setbacks for cannabis retail (includes all buildings and structures):
  - 5 m or as otherwise stated in the applicable zone

- Notwithstanding the above mentioned requirements, the CSRD Board may modify these criteria on a site by site basis, in consideration of local factors.

Proposed updates to Policy A-71

- Reduce the minimum parcel boundary setbacks for cannabis production facilities – consider different standards for “standard” and “micro” facilities
- Establish separate min parcel sizes for “standard” and “micro” production facilities
- Remove minimum separation distances for retail stores – none currently exist in the CSRD for liquor stores or tobacco sales
- Consider removing the statement “*Cannabis related businesses are not supported on: Land within the Agricultural Land Reserve (ALR)”* – in light of ALC regulatory changes

Considerations/Questions/Discussion??

ACTION & RECOMMENDATION:

ACTION:

Electoral Area Directors review the Cannabis Related Business Policy (A-71), discuss the changes proposed by staff, and provide feedback to staff on any needed policy changes.

RECOMMENDATION:

THAT: the Electoral Area Directors direct staff to bring forward a report and an updated version of the Cannabis Related Business Policy A-71 Policy to be considered for adoption at the July 18, 2019 regular Board meeting.

Statement from Health Canada on changes to cannabis licensing

From: Health Canada

Statement

May 8, 2019 - Ottawa, ON - Health Canada

OTTAWA – Health Canada is introducing changes to align the approach to cannabis licensing with the approach for other regulated sectors, such as pharmaceuticals.

Effective immediately, Health Canada will require **new applicants** for licences to cultivate cannabis, process cannabis, or sell cannabis for medical purposes to have a fully built site that meets all the requirements of the *Cannabis Regulations* at the time of their application, as well as satisfying other application criteria.

With respect to **existing applications**, Health Canada will complete a high-level review of applications currently in the queue. If the application passes this review, the Department will provide a status update letter to the applicant, indicating that it has no concerns with what is proposed in the application. Once the applicant has a completed site that meets the regulatory requirements, the Department will review the application in detail, in priority based on the original application date.

Health Canada is implementing these adjustments following a review of its current licensing process, which identified opportunities to better allocate resources. For example, more than 70% of applicants who successfully passed Health Canada's initial paper-based review of their application over the past three years have not yet submitted their evidence package to demonstrate to the Department that they have a built facility that meets the regulatory requirements. As a result, a significant amount of resources are being used to review applications from entities that are not ready to begin operations, contributing to wait times for more mature applications and an inefficient allocation of resources.

To support applicants, Health Canada has made available additional guidance on the licence application process and on the regulatory requirements regarding Good Production Practices and physical security measures. The Department is also working to establish service standards for the review of applications, which will increase predictability for applicants. Health Canada will continue to provide enhanced support to Indigenous-affiliated applicants through its Indigenous Navigator Service. It will also implement additional measures to support applicants applying for a micro-class licence.

These changes are part of Health Canada's commitment to the continuous improvement of its administration of the cannabis licensing program. Building on changes made in 2017 and 2018, the new approach responds to feedback from applicants about the time it can take to become licensed and the fact that there is now a larger number of applicants seeking to enter a growing and maturing legal market.

Since the changes in May 2017, Health Canada has licensed more than 129 new sites—nearly triple the number of sites licensed in the four years prior. There are now more than 600,000 square metres of space under active cultivation. Based on standard industry averages, this is enough cultivation space to produce approximately 1,000,000 kilograms of cannabis per year, which is roughly equivalent to independent estimates of the total cannabis (legal and illegal) consumed in Canada.

There are no changes to the regulatory requirements, including the rigorous security clearance process for key personnel and corporate directors. Furthermore, Health Canada will continue to inspect all facilities before a licence to sell products to the public is issued.

Health Canada will continue to work closely with new and existing licence applicants to ensure that they are aware of the new application requirements.

Contacts

Health Canada
Media Relations
613-957-2983
hc.media.sc@canada.ca

Public Inquiries:
613-957-2991
1-866 225-0709

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Date modified: 2019-05-08

Request for EAD Meeting Business Item

SUBJECT:	Removing building inspection/building permit requirements for Area B outside of fire protection area.
REQUEST BY:	David Brooks-Hill, Area B Director
DESCRIPTION/ CONTEXT:	I was elected as Area B Director specifically to remove the building inspection regulations that were introduced by my predecessor. I understand that the Board does not wish to vote to do this. Rather than wait until the 5 year deadline after which Area B can unilaterally withdraw from the bylaw, I am willing to accept building inspection just within the fire protection zone in Area B.
DISCUSSION:	Area B residents clearly do not want building inspection services and I was elected on this basis (see attached the election sign I used to get elected). It is simply not practical for the CSRD, particularly outside of the immediate area around Revelstoke, to provide building inspection services. To travel to Trout lake in south Area B from Salmon arm would take at best about 3 hours one way and easily could take 5 hours. I have heard from residents in that area and other areas that have no cell service that it is nearly impossible to get a permit within one year. Although I personally would like to see building permits completely eliminated in Area B, I am willing to have them stay in the Fire Protection Area around Revelstoke (see attached bylaw with map) where fire protection services are provided by the City. This likely includes about 80% of the Area B population and would please the City of Revelstoke. Outside this area no fire protection is provided at all.

OTHER COMMENTS:	If the Board does not agree to vote in favour of this, I will invoke the service withdrawal sections of the Local Government Act at the end of 5 years since the building inspection bylaw was introduce and withdraw from the bylaw entirely, not just outside the fire protection area. See sections of the Local Government Act attached that authorizes this. I propose this law be introduced for a vote of the CSRD Board this winter so that it will be in effect for the building season next summer. I propose that all people who have paid building inspection service fees and not received a permit so far be refunded in full at the expense of Area B tax payers.


Authorized by David Brooks-Hill
VOTE!
On October 20th
David Brooks-Hill
BUILDING PERMITS
For CSRD Area B Director
Visit fb.me/davidbrookshillforcsrd or call 250-200-2075

CITY OF REVELSTOKE

BYLAW NO. 2232

A bylaw to authorize the provision of fire protection services to the Fire Protection Service Area within Electoral Area B of the Columbia Shuswap Regional District

---

WHEREAS the Columbia Shuswap Regional District Bylaw No. 90 and amendments thereto established the Fire Protection Service Area within Electoral Area B of the Columbia Shuswap Regional District (the "Service Area");

AND WHEREAS Section 13 of the *Community Charter*, SBC Chapter 26, provides that a municipality may provide a service in an area outside the municipality with the consent of the regional district board for the area and with that consent the municipal powers, duties and functions provided by the *Community Charter* or any other *Act* in relation to the service may be exercised in the area;

AND WHEREAS the Board of the Columbia Shuswap Regional District has consented to the provision of fire protection services in the Service Area on the terms and conditions as set out in the Agreement attached as Appendix "A" hereto;

AND WHEREAS the Council of the City of Revelstoke desires to enter into an agreement with the Columbia Shuswap Regional District under terms and conditions agreed to and set out in the Agreement attached to and forming a part of this Bylaw as Appendix "A";

NOW THEREFORE, the Municipal Council of the City of Revelstoke, in open meeting assembled **ENACTS AS FOLLOWS**:

1. This Bylaw may be cited for all purposes as the *"CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2232".*
2. The Mayor and the Corporate Officer are hereby authorized to execute the Agreement which is attached to and forms a part of this Bylaw as Appendix "A".
3. The City of Revelstoke will provide fire protection services in the Service Area in accordance with the Agreement which is attached to and forms a part of this Bylaw as Appendix "A".
4. That the *CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2212* be repealed.

READ A FIRST TIME THIS 14th DAY OF AUGUST, 2018.

READ A SECOND TIME THIS 14th DAY OF AUGUST, 2018.

READ A THIRD TIME THIS 14th DAY OF AUGUST, 2018.

ADOPTED BY CITY COUNCIL THIS DAY OF , 2018.

_____ _____

Director of Corporate Administration **Mayor**

Certified a true copy, this _____ *day of* _____. _____.

_____

Appendix 'A'

THIS AGREEMENT dated for reference the day of , 2018.

BETWEEN:

COLUMBIA SHUSWAP REGIONAL DISTRICT, a Regional District pursuant to the *Local Government Act*, RSBC 1996, Chapter 323 with a place of business at 555 Harbourfront Drive N.E., Salmon Arm, B.C. V1E 3M1.

(the "CSRD")

OF THE FIRST PART

AND:

CITY OF REVELSTOKE, a Municipality incorporated pursuant to Letters Patent issued pursuant to the laws of the Province of British Columbia, and having a place of business at 216 Mackenzie Ave, Revelstoke, BC V0E 2S0

(the "City")

OF THE SECOND PART

WHEREAS:

A. CSRD Bylaw No. 90 and amendments thereto, established the Fire Protection Service Area within Electoral Area B to provide Fire Protection Services on a contract basis within the Service Area as defined herein;;

B. The CSRD is authorized to make agreements respecting the undertaking, provision and operation of local government services;

C. The City is authorized to enter into agreements for the furnishing of Fire Protection Services outside of the municipality, and the City has adopted Bylaw No. 2232 which authorizes entering into a fire protection service agreement with the CSRD;

D. The consent of the CSRD is required to provide Fire Protection Services within the Service Area and this Agreement shall be deemed to be consent of the CSRD to provide such service;

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

1. DEFINITIONS

In this Agreement the following expressions will have the meanings herein assigned to them.

1.1 **Fire Department** means Revelstoke Fire Rescue Services operated by the City of Revelstoke.

1.2 **Fire Protection Services** means fire protection and associated services including:

a) Fire Suppression;
b) Highway and Road Rescue;
c) Medical First Responder;
d) Fire Investigations;
e) Fire Inspection Services;

and such other services as may be agreed to between the Parties.

1.3 **Service Area** means those areas within outlined in red and on Schedule "A" attached to and forming part of this Agreement.

Notwithstanding the foregoing, nothing in this agreement shall require or obligate the City or its Fire Department to provide fire suppression services to any forested

or grassland area in the CSRD, excepting in those certain areas known as the "BC Hydro Draw Down Lands".

2. SERVICES AND AREA

2.1 The City agrees to provide Fire Protection Services within the Service Area PROVIDED THAT:

a) the level of fire suppression service shall be pursuant to the City's declared level of service in accordance with the standards as may be set from time to time by the Office of the Fire Commissioner; and
b) in the event that the City no longer provides Medical First Responder service within the boundaries of the City, the City shall not be obligated to provide Medical First Responder services in the Service Area.

2.2 The Service Area and level of Fire Protection Services may only be expanded or altered by further agreement of the parties.

3. TERM OF AGREEMENT

3.1 The term of this Agreement shall commence on the 1st day of September, 2018, shall be fully ended and complete on the 31st day of August, 2028, unless extended pursuant to the provisions of this Agreement.

3.2 The parties acknowledge and agree that subsequent to September 1st, 2025, they shall enter into negotiations to either renew this Agreement, or enter into a new Agreement, with respect to the provision of Fire Protection Services within the Service Area to be effective on the expiration of the Term of this Agreement. In the event that the parties do not enter into an agreement to renew this Agreement, or a new Agreement, to be effective on the expiration of the Term of this Agreement by August 31st, 2026, then in such an event, the parties acknowledge and agree that this Agreement shall terminate on the 31st day of August, 2028. The parties expressly acknowledge and agree that upon termination of this Agreement, or any renewal thereof, the City shall have no obligation or duty, either pursuant to the common law or otherwise, to provide Fire Protection Services in the Service Area, nor shall the CSRD assert any such duty or obligation.

4. FIRE PROTECTION SERVICES

4.1 The City shall provide Fire Protection Services within the Service Area on a 24-hour basis using such equipment from such location as the City shall deem appropriate provided by career, paid on call or volunteer firefighters, as determined by the City Fire Chief or Officer or Incident Commander, as defined by the City of Revelstoke Bylaw No. 1722.

4.2 The number of firefighters and type of apparatus and equipment deemed necessary to provide adequate Fire Protection Services to be dispatched for any particular incident shall be at the sole discretion of the City Fire Chief or Officer or Incident Commander.

4.3 If the City Fire Department is attending a fire within the Service Area or in the City and another emergency arises in the City or in the Service Area which requires more urgent resources of the Fire Department, it will be at the sole discretion of the City Fire Chief or Officer or Incident Commander to remain at the fire or to abandon fighting the fire and attend the more urgent emergency. The City shall not be held liable in any manner whatsoever in the event that the City Fire Chief or Officer or Incident Commander decides to abandon fighting any fire within the Service Area to attend another emergency.

4.4 Fire Protection Services provided by the City will be dependent on the operating condition and spacing of fire hydrants and or the water available at the site of the fire, including through the use of water tenders. Neither the City nor its Fire Department shall be responsible for testing and maintenance of the water systems servicing the Service Area, except where the City operates the water system. Under no circumstances shall the City 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 CSRD shall be responsible for providing the City with annual records of fire hydrant flushing, maintenance, and flow testing in accordance with S. 6.6.4 of the British Columbia Fire Code.

5. ACCESSIBILITY

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

(a) a minimum of 6 meters width, clear of any obstruction, sufficient curves and corners, sufficiently cleared of snow, to enable safe passage of emergency response vehicles;
(b) overhead clearances of not less than 6 meters;
(c) a road gradient of less than 1 in 12.5, except for short distances not to exceed 15 meters;
(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 meters.

6. LIABILITY

6.1 Neither the City nor its Fire Department will incur any liability for damage to property or buildings arising from its action, or inaction, to suppress or reduce the spread of fire.

7. LEVEL OF SERVICE

7.1 The City shall provide a level of Fire Protection Service to the Service Area as set out in Articles 4 and 5, except as limited by the availability of fire hydrants and as set out in 2.1 of this agreement.

8. EQUIPMENT

8.1 The CSRD and the City acknowledge and agree that nothing in this Agreement shall obligate the City, either expressly or by implication, to make any expenditures of a capital nature pursuant to the terms of this Agreement.

8.2 The City shall acquire a 3000 gallon water tender and related equipment, or equivalent, necessary to provide the Fire Protection Service in the Service Area. The CSRD shall pay the cost of such water tender to the City, or the supplier of the water tender, as the case may be, upon being notified of the cost of the water tender, to a maximum of $250,000.00 (CDN), inclusive of all taxes, delivery costs or any other charges.

8.3 The City shall acquire a Utility Task Vehicle (UTV) or Rough Terrain Vehicle (RTV) with fire suppression skid and equipment to enable the City to provide fire suppression services in the area known as the “BC Hydro draw down zone”, and other similar areas. The CSRD shall pay to the City the cost of the UTV or RTV to a maximum of $50,000.00, upon presentation of an invoice for same by the City.

8.4 Upon expiration of the Term of this Agreement, or any renewal thereof, the water tender and the UTV or RTV shall be the property of the CSRD, and the City shall deliver possession of the water tender and the UTV or RTV to the CSRD.

9. PAYMENT FOR SERVICES

9.1 For the purpose of this Agreement, “converted value of land and improvements” means the respective jurisdiction’s immediate preceding year’s class factors applied

to current year preliminary 100% assessments, i.e., the City uses their class multiples and the CSRD uses provincial class multiples.

9.2 The CSRD covenants to pay the City for the services, a sum calculated as the CSRD's proportionate share of operating and capital expenses according to the following formula, but not to exceed $1.35 per $1,000 on 100% assessment in the Service Area:

$$d = c \times \frac{a \times 1.100}{a + b}$$

where "a" is the hospital converted value of land and improvements for properties in the Service Area;

where "b" is the general converted value of land and improvements for the City;

where "c" is the City's current year's provisional budget operating and capital expenses for the Fire Protection Services, plus over/under adjustments for the immediately preceding year based on the:

(a) actual audited costs for the Fire Protection Services;
(b) revised assessment roll;
(c) actual Municipal and Provincial class multiples.

For the purposes of this clause, "capital expenses" shall mean:

(a) the annual contribution to an equipment reserve fund;
(b) actual expenditures for other firefighting equipment;
(c) actual expenditures for fire hall equipment;
(d) repairs and upgrades to fire halls.

where "d" is the calculated proportionate share of expenditures for the Service Area.

9.3 No later than February 1 of each year, for the term of this Agreement, the CSRD shall provide the City with assessment totals, separated by assessment class, of all properties situated within the Service Area. The aforementioned totals shall be extracted from the preceding year's revised assessment roll as at March 31 and the current year's completed assessment roll.

9.4 No later than March 1 of each year, for the term of this Agreement, the City shall invoice the CSRD for the Fire Protection Services. This shall be the amount calculated as "d" in Section 9.2 of this Agreement. . The CSRD shall pay said invoice by August 1 in each year, for the term of this Agreement PROVIDED THAT for the years 2019 to 2023, the invoice shall be reduced by the sum of $15,000.00 per annum.

9.5 In addition to the foregoing payments, and Articles 9.2 and 9.3 of this Agreement, the CSRD shall pay the following amounts to the City within 30 days of being presented with an invoice for such:

a. The fees that may be specified by City Bylaw No. 2008, as amended, from time to time for responding to false alarms, PROVIDED THAT the City has invoiced the owner of any such property for such fees, and such fees remain unpaid on December 31 of any year during the Term;

b. the costs of repairing or replacing any City equipment damaged, less any insurance monies received in relation to such loss, when responding to a fire in the Service Area, when such damage is not the result of any act or omission of the City or its personnel.

9.6 The payment for services as set forth in this Agreement shall be in addition to, and not included within, or in substitution of, any other payments made by the CSRD to the City for services supplied or made available to residents of the CSRD by the City.

9.7 The annual budget for Revelstoke Fire Rescue Services will be referred to the CSRD for review and comment prior to its adoption by the Mayor and Council in each year of the term of this agreement. Notwithstanding such review and

comment, the Mayor and Council shall not be bound by any such review or comment by the CSRD. The draft budget shall also be delivered to the CSRD each year by December 15 for review with CSRD, and each year, on or before June 30, the City shall provide to the CSRD an annual report on call outs, false alarms, inspections and investigations for the prior year.

10. MAPPING

10.1 The CSRD shall be responsible for providing mapping and indexing to show locations of homes and roads within the Service Area and receiving Fire Protection Services and it shall be the CSRD's responsibility to ensure accuracy and provide updates as new developments occur.

10.2 The CSRD shall 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. INDEMNITY AND INSURANCE

11.1 The City will maintain all risk insurance on its major fire equipment.

11.2 The City shall ensure that its liability insurance coverage extends to its activities in the Service Area and that the CSRD is included as additional insured.

11.3 The City's costs of insurance required under this Agreement shall form part of the City's Fire Protection Services costs.

11.4 Both Parties will maintain liability insurance with the Municipal Insurance Association of British Columbia (MIABC). In the event that either Party's policy with MIABC is terminated, the other party may terminate this Agreement, subject to the terms of Section 12. Each Party shall promptly give notice to the other of any termination of their insurance coverage with MIABC.

12. AMENDMENT

12.1 This Agreement may be amended at the mutual consent of both parties.

13. DISPUTE RESOLUTION

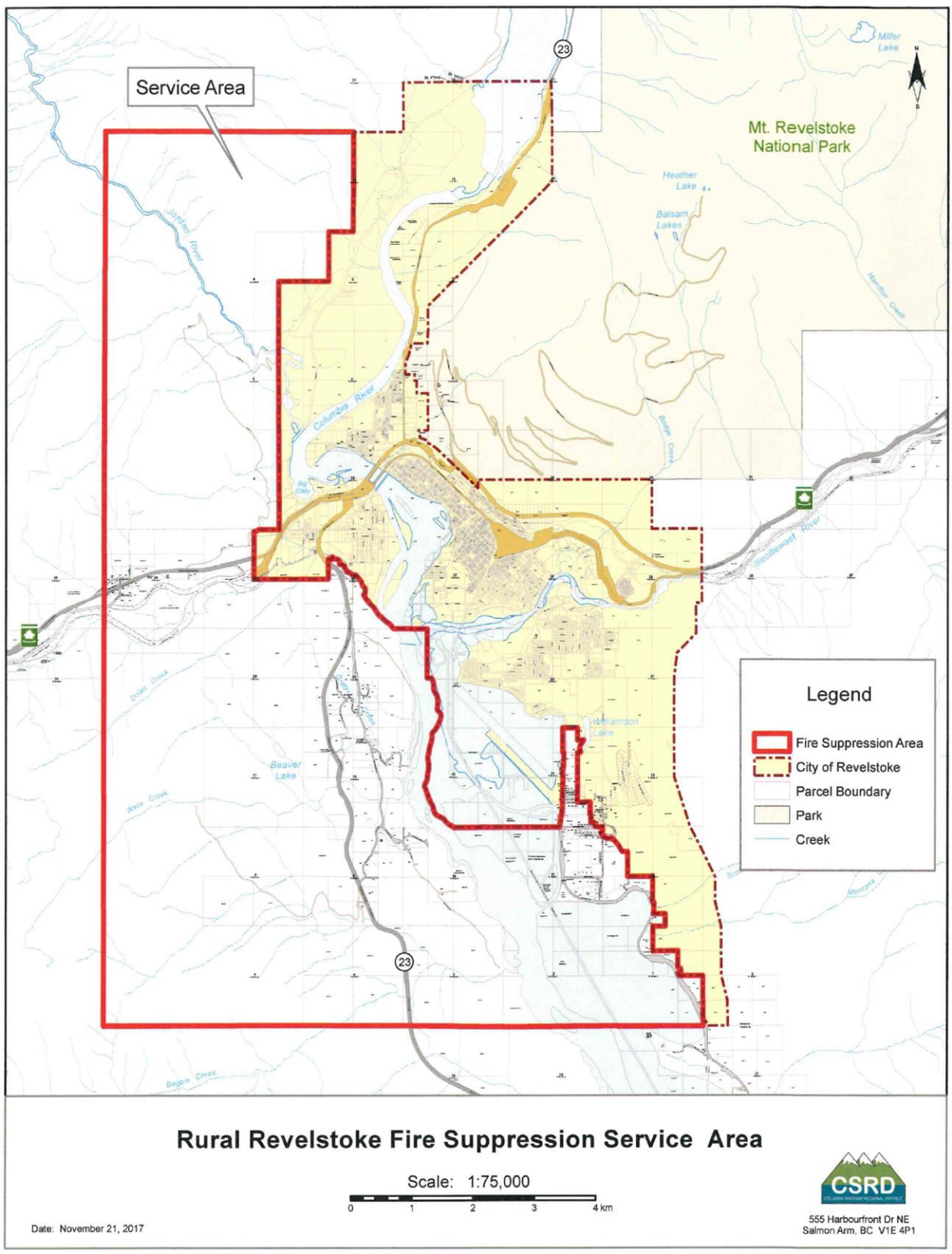
13.1 The parties will endeavor to resolve any disputes by negotiations, excepting any dispute with respect to renewal of this Agreement, or entering into a new Agreement, pursuant to Article 3.2,; however, if a dispute is not resolved by negotiation within 14 days of commencing negotiations, the City and the CSRD will forthwith submit the dispute to a mediator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on a mediator, a mediator will be appointed by the British Columbia International Arbitration Centre.

13.2 If mediation pursuant to paragraph 13.1 does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will forthwith submit the dispute to arbitration by a single arbitrator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on an arbitrator, an arbitrator will be appointed by the British Columbia International Arbitration Centre. The determination of the arbitrator will be conclusive and binding on the parties. The Commercial Arbitration Act of British Columbia or successor legislation will apply to the arbitration

COLUMBIA SHUSWAP REGIONAL DISTRICT, Per:)
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CITY OF REVELSTOKE, Per:)
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Schedule "A" to CSRD Area B Rural Fire Protection Services Agreement



LOCAL GOVERNMENT ACT

[RSBC 2015] CHAPTER 1

Initiating a service review

357 (1)A participant may initiate a service review under this Division if all the following circumstances apply:

(a)the participant has been a participant in the service for at least 5 years or, if applicable, the shorter time period provided in the establishing bylaw for the service;

(b)the service has not been subject to a service review that was initiated within the past 3 years;

(c)the establishing bylaw does not include provisions under section 340 (1) (e) establishing an alternative review process;

(d)the participant considers that the terms and conditions of participation in the service are unsatisfactory.

(2)To initiate a service review, a participant must give written notice to the board, all other participants in the service and the minister.

(3)The notice under subsection (2) must

(a)describe the terms and conditions of participation in the service that the participant finds unsatisfactory,

(b)give reasons, relating to those terms and conditions, as to why the participant wishes to initiate the service review, and

(c)describe how the participant has previously attempted to resolve the issues.

(4)A participant who wishes to initiate service reviews for more than one service must give separate notice under this section for each service.

(5)In the case of a service review in relation to the exercise of authority under letters patent, the minister may determine what is to be considered a separate service under that authority for the purposes of this Division.

Initiating service withdrawal

361 (1)A participant may initiate service withdrawal if all the following circumstances apply:

(a) the service has been subject to

(i) a service review that was initiated within the past 3 years, or

(ii) an alternative review process, in accordance with establishing bylaw provisions under section 340 (1) (e), that was started within the past 3 years;

(b) the first meeting respecting the review, which in the case of a service review is the first preliminary meeting under section 359, was convened more than 8 months ago;

(c) the service is not

(i) a service referred to in section 338 (2) *[services for which no establishing bylaw required]*,

(ii) a regulatory service, or

(iii) a service prescribed under subsection (6).

(2) A participant may initiate service withdrawal under this Division even if the establishing bylaw provides terms and conditions for withdrawal under section 340 (1) (f).

(3) To initiate service withdrawal, a participant must give written notice to the board, all other participants in the service and the minister.

(4) The notice under subsection (3) must

(a) describe the terms and conditions of participation in the service that the participant finds unsatisfactory, and

(b) give reasons, relating to those terms and conditions, as to why the participant wishes to withdraw from the service.

(5) Despite Divisions 3 to 5 of this Part or the establishing bylaw, at any time after receiving a notice under subsection (3) of this section, the minister may determine that a part of the service must be considered a separate service for the purposes of sections 362 to 372.

(6) The Lieutenant Governor in Council may make regulations excluding services from withdrawal under this Division.

(7) Regulations under subsection (6) may be different for different regional districts and different circumstances.

THIS AGREEMENT dated for reference the 20 day of August, 2018.

BETWEEN:

COLUMBIA SHUSWAP REGIONAL DISTRICT, a Regional District pursuant to the *Local Government Act*, RSBC 1996, Chapter 323 with a place of business at 555 Harbourfront Drive N.E., Salmon Arm, B.C. V1E 3M1.

(the "CSRD")

OF THE FIRST PART

AND:

CITY OF REVELSTOKE, a Municipality incorporated pursuant to Letters Patent issued pursuant to the laws of the Province of British Columbia, and having a place of business at 216 Mackenzie Ave, Revelstoke, BC V0E 2S0

(the "City")

OF THE SECOND PART

WHEREAS:

A. CSRD Bylaw No. 90 and amendments thereto, established the Fire Protection Service Area within Electoral Area B to provide Fire Protection Services on a contract basis within the Service Area as defined herein;;

B. The CSRD is authorized to make agreements respecting the undertaking, provision and operation of local government services;

C. The City is authorized to enter into agreements for the furnishing of Fire Protection Services outside of the municipality, and the City has adopted Bylaw No. 2232 which authorizes entering into a fire protection service agreement with the CSRD;

D. The consent of the CSRD is required to provide Fire Protection Services within the Service Area and this Agreement shall be deemed to be consent of the CSRD to provide such service;

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

1. DEFINITIONS

In this Agreement the following expressions will have the meanings herein assigned to them.

1.1 **Fire Department** means Revelstoke Fire Rescue Services operated by the City of Revelstoke.

1.2 **Fire Protection Services** means fire protection and associated services including:

a) Fire Suppression;
b) Highway and Road Rescue;
c) Medical First Responder;
d) Fire Investigations;
e) Fire Inspection Services;

and such other services as may be agreed to between the Parties.

1.3 **Service Area** means those areas within outlined in red and on Schedule "A" attached to and forming part of this Agreement.

Notwithstanding the foregoing, nothing in this agreement shall require or obligate the City or its Fire Department to provide fire suppression services to any forested or grassland area in the CSRD, excepting in those certain areas known as the "BC Hydro Draw Down Lands".

2. SERVICES AND AREA

2.1 The City agrees to provide Fire Protection Services within the Service Area PROVIDED THAT:

a) the level of fire suppression service shall be pursuant to the City's declared level of service in accordance with the standards as may be set from time to time by the Office of the Fire Commissioner; and
b) in the event that the City no longer provides Medical First Responder service within the boundaries of the City, the City shall not be obligated to provide Medical First Responder services in the Service Area.

2.2 The Service Area and level of Fire Protection Services may only be expanded or altered by further agreement of the parties.

3. TERM OF AGREEMENT

3.1 The term of this Agreement shall commence on the 1st day of September, 2018, shall be fully ended and complete on the 31st day of August, 2028, unless extended pursuant to the provisions of this Agreement.

3.2 The parties acknowledge and agree that subsequent to September 1st, 2025, they shall enter into negotiations to either renew this Agreement, or enter into a new Agreement, with respect to the provision of Fire Protection Services within the Service Area to be effective on the expiration of the Term of this Agreement. In the event that the parties do not enter into an agreement to renew this Agreement, or a new Agreement, to be effective on the expiration of the Term of this Agreement by August 31st, 2026, then in such an event, the parties acknowledge and agree that this Agreement shall terminate on the 31st day of August, 2028. The parties expressly acknowledge and agree that upon termination of this Agreement, or any renewal thereof, the City shall have no obligation or duty, either pursuant to the common law or otherwise, to provide Fire

Protection Services in the Service Area, nor shall the CSRD assert any such duty or obligation.

4. FIRE PROTECTION SERVICES

4.1 The City shall provide Fire Protection Services within the Service Area on a 24-hour basis using such equipment from such location as the City shall deem appropriate provided by career, paid on call or volunteer firefighters, as determined by the City Fire Chief or Officer or Incident Commander, as defined by the City of Revelstoke Bylaw No. 1722.

4.2 The number of firefighters and type of apparatus and equipment deemed necessary to provide adequate Fire Protection Services to be dispatched for any particular incident shall be at the sole discretion of the City Fire Chief or Officer or Incident Commander.

4.3 If the City Fire Department is attending a fire within the Service Area or in the City and another emergency arises in the City or in the Service Area which requires more urgent resources of the Fire Department, it will be at the sole discretion of the City Fire Chief or Officer or Incident Commander to remain at the fire or to abandon fighting the fire and attend the more urgent emergency. The City shall not be held liable in any manner whatsoever in the event that the City Fire Chief or Officer or Incident Commander decides to abandon fighting any fire within the Service Area to attend another emergency.

4.4 Fire Protection Services provided by the City will be dependent on the operating condition and spacing of fire hydrants and or the water available at the site of the fire, including through the use of water tenders. Neither the City nor its Fire Department shall be responsible for testing and maintenance of the water systems servicing the Service Area, except where the City operates the water system. Under no circumstances shall the City 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 CSRD shall be responsible for providing the City with annual records of fire hydrant flushing, maintenance, and flow testing in accordance with S. 6.6.4 of the British Columbia Fire Code.

5. ACCESSIBILITY

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

(a) a minimum of 6 meters width, clear of any obstruction, sufficient curves and corners, sufficiently cleared of snow, to enable safe passage of emergency response vehicles;
(b) overhead clearances of not less than 6 meters;
(c) a road gradient of less than 1 in 12.5, except for short distances not to exceed 15 meters;
(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 meters.

6. LIABILITY

6.1 Neither the City nor its Fire Department will incur any liability for damage to property or buildings arising from its action, or inaction, to suppress or reduce the spread of fire.

7. LEVEL OF SERVICE

7.1 The City shall provide a level of Fire Protection Service to the Service Area as set out in Articles 4 and 5, except as limited by the availability of fire hydrants and as set out in 2.1 of this agreement.

8. EQUIPMENT

8.1 The CSRD and the City acknowledge and agree that nothing in this Agreement shall obligate the City, either expressly or by implication, to make any expenditures of a capital nature pursuant to the terms of this Agreement.

8.2 The City shall acquire a 3000 gallon water tender and related equipment, or equivalent, necessary to provide the Fire Protection Service in the Service Area. The CSRD shall pay the cost of such water tender to the City, or the supplier of the water tender, as the case may be, upon being notified of the cost of the water tender, to a maximum of $250,000.00 (CDN), inclusive of all taxes, delivery costs or any other charges.

8.3 The City shall acquire a Utility Task Vehicle (UTV) or Rough Terrain Vehicle (RTV) with fire suppression skid and equipment to enable the City to provide fire suppression services in the area known as the "BC Hydro draw down zone", and other similar areas. The CSRD shall pay to the City the cost of the UTV or RTV to a maximum of $50,000.00, upon presentation of an invoice for same by the City.

8.4 Upon expiration of the Term of this Agreement, or any renewal thereof, the water tender and the UTV or RTV shall be the property of the CSRD, and the City shall deliver possession of the water tender and the UTV or RTV to the CSRD.

9. PAYMENT FOR SERVICES

9.1 For the purpose of this Agreement, "converted value of land and improvements" means the respective jurisdiction's immediate preceding year's class factors applied to current year preliminary 100% assessments, i.e., the City uses their class multiples and the CSRD uses provincial class multiples.

9.2 The CSRD covenants to pay the City for the services, a sum calculated as the CSRD's proportionate share of operating and capital expenses according to the following formula, but not to exceed $1.35 per $1,000 on 100% assessment in the Service Area:

$$d = c \times \frac{a \times 1.100}{a + b}$$

where "a" is the hospital converted value of land and improvements for properties in the Service Area;

where "b" is the general converted value of land and improvements for the City;

where "c" is the City's current year's provisional budget operating and capital expenses for the Fire Protection Services, plus over/under adjustments for the immediately preceding year based on the:

(a) actual audited costs for the Fire Protection Services;
(b) revised assessment roll;
(c) actual Municipal and Provincial class multiples.

For the purposes of this clause, "capital expenses" shall mean:

(a) the annual contribution to an equipment reserve fund;
(b) actual expenditures for other firefighting equipment;
(c) actual expenditures for fire hall equipment;
(d) repairs and upgrades to fire halls.

where "d" is the calculated proportionate share of expenditures for the Service Area.

9.3 No later than February 1 of each year, for the term of this Agreement, the CSRD shall provide the City with assessment totals, separated by assessment class, of all properties situated within the Service Area. The aforementioned totals shall be extracted from the preceding year's revised assessment roll as at March 31 and the current year's completed assessment roll.

9.4 No later than March 1 of each year, for the term of this Agreement, the City shall invoice the CSRD for the Fire Protection Services. This shall be the amount calculated as "d" in Section 9.2 of this Agreement. . The CSRD shall pay said invoice by August 1 in each year, for the term of this Agreement PROVIDED THAT for the years 2019 to 2023, the invoice shall be reduced by the sum of $15,000.00 per annum.

9.5 In addition to the foregoing payments, and Articles 9.2 and 9.3 of this Agreement, the CSRD shall pay the following amounts to the City within 30 days of being presented with an invoice for such:

a. The fees that may be specified by City Bylaw No. 2008, as amended, from time to time for responding to false alarms, PROVIDED THAT the City has invoiced the owner of any such property for such fees, and such fees remain unpaid on December 31 of any year during the Term;

b. the costs of repairing or replacing any City equipment damaged, less any insurance monies received in relation to such loss, when responding to a fire in the Service Area, when such damage is not the result of any act or omission of the City or its personnel.

9.6 The payment for services as set forth in this Agreement shall be in addition to, and not included within, or in substitution of, any other payments made by the CSRD to the City for services supplied or made available to residents of the CSRD by the City.

9.7 The annual budget for Revelstoke Fire Rescue Services will be referred to the CSRD for review and comment prior to its adoption by the Mayor and Council in each year of the term of this agreement. Notwithstanding such review and comment, the Mayor and Council shall not be bound by any such review or comment by the CSRD. The draft budget shall also be delivered to the CSRD each year by December 15 for review with CSRD, and each year, on or before June 30, the City shall provide to the CSRD an annual report on call outs, false alarms, inspections and investigations for the prior year.

10. MAPPING

10.1 The CSRD shall be responsible for providing mapping and indexing to show locations of homes and roads within the Service Area and receiving Fire Protection Services and it shall be the CSRD's responsibility to ensure accuracy and provide updates as new developments occur.

10.2 The CSRD shall 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. INDEMNITY AND INSURANCE

11.1 The City will maintain all risk insurance on its major fire equipment.

11.2 The City shall ensure that its liability insurance coverage extends to its activities in the Service Area and that the CSRD is included as additional insured.

11.3 The City's costs of insurance required under this Agreement shall form part of the City's Fire Protection Services costs.

11.4 Both Parties will maintain liability insurance with the Municipal Insurance Association of British Columbia (MIABC). In the event that either Party's policy with MIABC is terminated, the other party may terminate this Agreement, subject to the terms of Section 12. Each Party shall promptly give notice to the other of any termination of their insurance coverage with MIABC.

12. AMENDMENT

12.1 This Agreement may be amended at the mutual consent of both parties.

13. DISPUTE RESOLUTION

13.1 The parties will endeavor to resolve any disputes by negotiations, excepting any dispute with respect to renewal of this Agreement, or entering into a new Agreement, pursuant to

Article 3.2,; however, if a dispute is not resolved by negotiation within 14 days of commencing negotiations, the City and the CSRD will forthwith submit the dispute to a mediator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on a mediator, a mediator will be appointed by the British Columbia International Arbitration Centre.

13.2 If mediation pursuant to paragraph 13.1 does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will forthwith submit the dispute to arbitration by a single arbitrator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on an arbitrator, an arbitrator will be appointed by the British Columbia International Arbitration Centre. The determination of the arbitrator will be conclusive and binding on the parties. The Commercial Arbitration Act of British Columbia or successor legislation will apply to the arbitration

COLUMBIA SHUSWAP REGIONAL DISTRICT, Per:)

_____)
Name:)
Chief Administrative Officer)

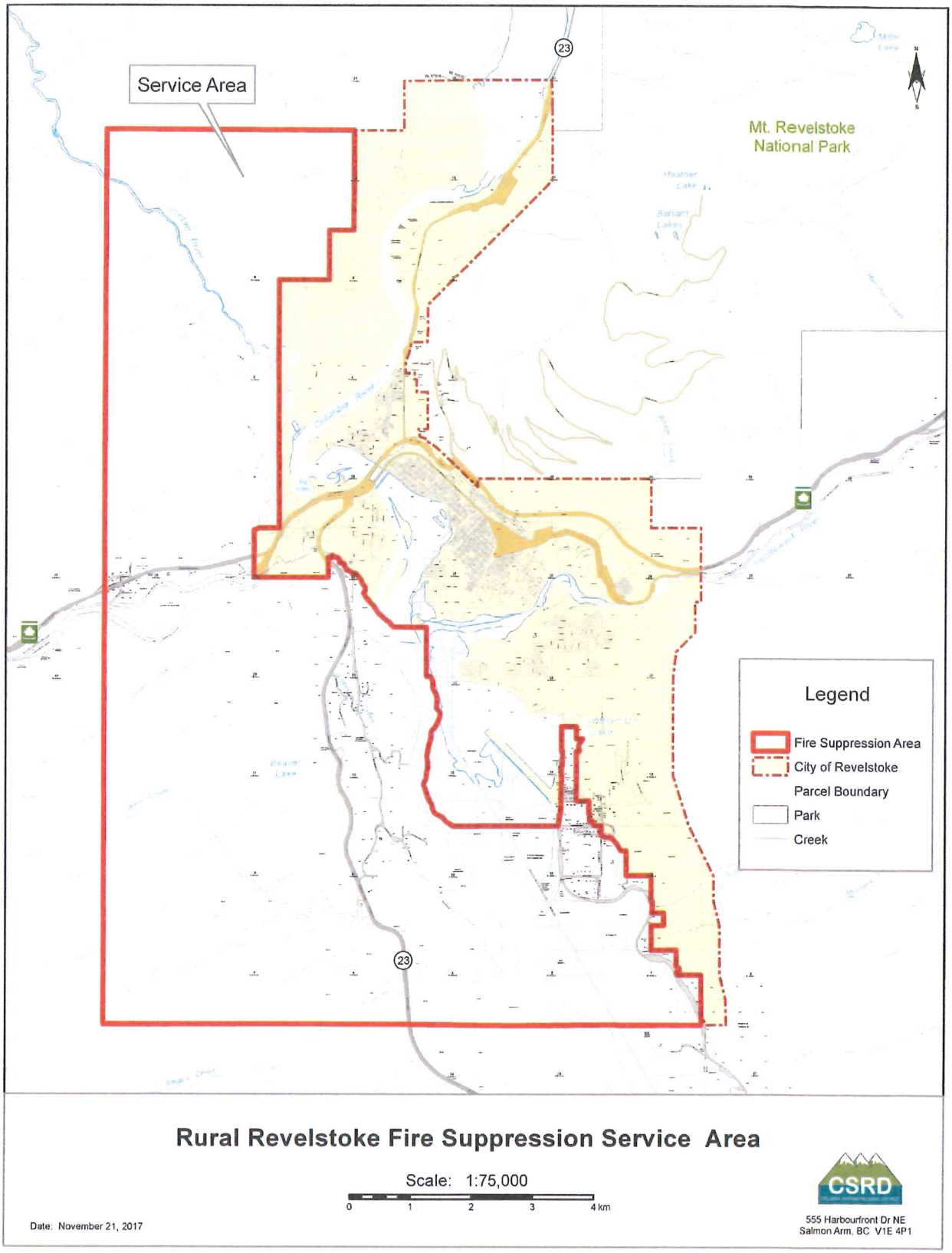
_____)
Name:)
Chair)

CITY OF REVELSTOKE, Per:)

_____)
Mark McKee, Mayor)

_____)
Dawn Low, Director of)
Corporate Administration)

Schedule "A" to CSRD Area B Rural Fire Protection Services Agreement



ORIGINAL

REGIONAL DISTRICT OF COLUMBIA-SHUSWAP

BY-LAW No. 90

A By-Law to establish a Specified Area within Electoral Area "B" of the Regional District of Columbia-Shuswap for the purpose of providing Fire Protection service to the Specified Area by means of a Contract with the Corporation of the City of Revelstoke.

WHEREAS the Regional Board of the Regional District of Columbia-Shuswap has been requested to establish a Specified Area for the purpose of providing Fire Protection service by means of a Contract with the Corporation of the City of Revelstoke;

AND WHEREAS the Regional Board is empowered with respect to that part of the Regional District not within a City, District, Town or Village to undertake any work or service under the provisions of Part XVI of the Municipal Act";

AND WHEREAS a contract shall be entered into between the Regional Board of the Regional District of Columbia-Shuswap and the Council of the Corporation of the City of Revelstoke in order to provide Fire Protection Service to the Specified Area established hereby;

AND WHEREAS the basis of providing for the Contract shall be on assessments fixed for taxation for school purposes, excluding property that is taxable for school purposes only by special act, within the said Specified Area.

NOW THEREFORE the Regional Board of the Regional District of Columbia-Shuswap in open meeting assembled enacts as follows:

1. The Regional Board is hereby empowered and authorized;

   (1) to establish in Electoral Area "B" a Specified Area defined as follows and to be known as the "Fire Protection Specified Area" and such area shall be comprised of that tract of land hereinafter described:

   All those portions of Township 23, and the South Half of Township 24, Range 2, West of the 6th Meridian lying outside the boundaries of the Corporation of the City of Revelstoke; more particularly described in Schedule "A" attached hereto.

   (2) to enter into a Contract with the Corporation of the City of Revelstoke to provide Fire Protection service to the said Specified Area.

2. The entire cost of providing for the Contract entered into with the Corporation of the City of Revelstoke to provide Fire Protection service shall be borne by the owners of land in the said Specified Area and a sum sufficient therefore shall be requisitioned for in the manner prescribed in the "Municipal Act" in each and every year commencing in the year 1976, for such period of time as is necessary, on all lands and improvements, on the basis of assessment fixed for taxation for school purposes, excluding property that is taxable for school purposes only by special Act, within the said Specified Area.

3. The Specified Area established by this By-Law be merged with any other Specified Area or Areas for the same purpose whether contiguous or not, in the manner provided for in Section 619 (3) of the "Municipal Act".

(2)

4. This By-Law may be cited as the "Fire Protection Specified Area Establishment By-Law No. 90, 1975".

READ a First time this 22nd day of August, 1975

READ a Second time this 22nd day of August, 1975

READ a Third time this 22nd day of August, 1975

Approved by the Inspector of Municipalities the 6 day of OCTOBER, 1975.

Assented to by the Owners of land within the Fire Protection Specified Area this 25 day of OCTOBER, 1975

Reconsidered and adopted this 21 day of Nov., 1975.

Emil Mulyk
Chairman

R. E. McKee
Secretary

I hereby certify that the foregoing is true and correct copy of By-Law No. 90 cited as "Fire Protection Specified Area Establishment By-Law No. 90, 1975" as read a third time by the Regional Board on the 22nd day of August, 1975.

R. E. McKee

Approved pursuant to the provisions of section 784(7) of the "Municipal Act" this 6th day of October 19 75.

Deputy Inspector of Municipalities

CERTIFIACTE

I here by certify that this is a true and correct copy of By-law No. 90 which was adopted by the Regional Board on the 21st day of November, 1975.

R. E. McKee

OR Ex 161 Gaz.

SCHEDULE "A"

Commencing at the southeast corner of Section 1 of Township 23, Range 2, west of the sixth meridian; thence westerly along the southerly boundaries of Sections 1 to 4, inclusive, Township 32*, Range 2 to the southwest corner of said Section 4; thence west for a distance of two miles; thence northerly in a straight line to the southwest corner of Section 30, Township 23, Range 2; thence northerly along the westerly boundary of Section 30 to the northwest corner thereof; thence north for a distance of four miles; thence easterly in a straight line to northwest corner of the East Half of Section 16, Township 24, Range 2, west of the sixth meridian; thence easterly along the northerly boundaries of Sections 16, 15 and 14 of Township 24, Range 2 to the northeast corner of the Northwest Quarter of said Section 14, Township 24, Range 2; thence east for a distance of one and a half miles; thence southerly in a straight line to the northeast corner of Section 1 of Township 24, Range 2; thence southerly along the westerly boundaries of said Section 1 and Sections 36, 25, 24, 13, 12 and 1 of Township 23, Range 2, west of the sixth meridian, to the aforesaid southeast corner of said Section 1, Township 23, Range 2 being the point of commencement, save and except thereout The Corporation of the City of Revenstoke as defined in the British Columbia Gazette under date of May 9th, 1974 as amended.

* EDITORIAL NOTE:
THIS SHOULD READ
TOWNSHIP 23,
NOT 32.

MEMO

June 18, 2019

TO: Charles Hamilton, Chief Administrative Officer

FROM: Gerald Christie, Manager Development Services

SUBJECT: June 25, 2019 Electoral Area Directors' Committee Meeting Agenda Topic: Electoral Area B Building Inspection Removal

BACKGROUND:

On May 26, 2019, Electoral Area B Director David Brooks-Hill provided an Electoral Area Directors' (EAD) Committee meeting agenda topic to the Assistant Deputy Corporate Officer for the upcoming June 25, 2019 meeting. The agenda topic proposes, (1) the removal of building inspection services from rural Electoral Area B outside of the City of Revelstoke Fire Protection Area, OR (2) if the Board does not agree to vote in favour of option 1, then the Director desires to withdraw Electoral Area B from the CSRD building inspection service entirely.

Given the significance of this proposed EAD topic, the long history of CSRD Board discussions of this issue, and to ensure that accurate information is before the Board, I thought it necessary to provide you with the following information and comments prior to the EAD meeting.

In preparing this memo I have sought clarification from staff at the Ministry of Municipal Affairs and Housing and reviewed legal interpretations of the Community Charter and Local Government Act with regard to removal of a building inspection service.

DISCUSSION:

Several aspects of Director Brooks-Hill's EAD agenda submission require a response. These are set out below.

Appropriateness of Building Inspection Removal as an EAD Topic

Director Brooks-Hill has submitted as an EAD agenda item, "Removing building inspection/building permit requirements for Area B outside of fire protection area." Further, the Director notes that "if the Board does not agree to vote in favour of this..." he will seek to withdraw building inspection from the bylaw service area entirely.

The Director has noted two options, to modify or to remove the building inspection service in Electoral Area B. This is not being put forward as a 'discussion' item for the EAD but instead is a request for decision that only the Board, and not the EAD Committee, can make.

Essentially, a motion is being put forward to amend the building inspection service boundary; if that is defeated, then a second motion would be put forward by the Director to remove the service completely from Electoral Area B.

There have been numerous discussions by the Board on the reasons for enacting a building inspection service in CSRD Electoral Areas and the positive implications to the Corporation of doing so, i.e. health safety of residents, reduction in legal costs, improved bylaw enforcement, adherence to land use bylaws, etc. Further, given the previous Board discussions, corporate impact of the bylaw, and that an "either-or" ultimatum has been put forward by the Director, this topic should be redirected to the Board for discussion. I therefore recommend that this memo be provided to the Electoral Area Directors for the EAD meeting of June 25, 2019, and also be provided on the July 18, 2019 Board agenda for information.

Electoral Area Building Inspection Service – travel; permit times

Travel times for building staff has been noted as one reason to remove the building inspection service outside of the fire service area of the City of Revelstoke. The Director specifically commented on the travel time needed to drive to Trout Lake as well as the inability for residents to obtain a building permit within one year.

Building staff routinely book inspections along the way to Trout Lake, or on the return trip, in the Begbie Bench and Shelter Bay areas as well as across the ferry in developments at Galena Bay and in Trout Lake. Although it can make for a long day for staff to attend these sites, it has not proven onerous or unsustainable. Of note, the greatest increase in new construction and permits have come from these areas south of Revelstoke.

In light of the Director's comments with regard to the length of time to obtain a building permit, I reviewed the 28 building permit files with Building Inspection staff that have been applied for in Electoral Area B since March 2018 (start of the service); there are no outstanding permits in the electoral area which support the Director's comment that "it is nearly impossible to get a permit within one year."

When complete and paid for building permit applications have been received by the CSRD, building staff have been consistent in having the applications processed and reviewed by staff for bylaw and BC Building Code compliance, within four weeks. In approximately six cases where this process has taken longer, in some cases several months, building applications: have not been paid for; do not have required ownership signatures; delays have been due to the applicant's engineer; the proposed use first requires a rezoning or Temporary Use Permit; the applicant has encountered servicing issues; or, the applicant has submitted incomplete/incorrect drawings.

Development Services staff are often in constant contact with applicants and if there is a concern with regard to application processing timelines, a Director is encouraged to contact the appropriate Team Leader or myself as necessary so the concern can be looked into.

Revelstoke/EA B Fire Protection Service Area

The Director has noted that he would be willing to have the building inspection service stay if the service was only provided in the City of Revelstoke/EA B Fire Protection Service Area. Part of the reason a building inspection service was brought into Electoral Area B was due to the occurrence of home fires in the rural area and concern about construction meeting BC Building Code

requirements for the structure's proposed use. As noted above, the greatest increase in new construction and permits is in the Begbie Bench, Shelter Bay and Galena Bay areas; only Begbie Bench is covered under the Rural Revelstoke Fire Protection Service Area. From a fire, health and safety perspective, it is particularly critical for those areas not within a fire protection boundary to have building inspection.

Local Government Act Service Withdrawal Regulations

The Director has suggested that he can unilaterally withdraw from the building inspection service for Electoral Area B once the service has been in place for 5 years based on the authority granted in Section 357 (Initiating a service review) of the Local Government Act (LGA). This interpretation of the LGA is not correct.

Building inspection is a "regulatory service", and therefore a participant cannot initiate a service withdrawal as noted under s. 361 of the LGA (emphasis added):

Initiating service withdrawal

361 (1) A participant may initiate service withdrawal if **all** the following circumstances apply:

(a) the service has been subject to

(i)a service review that was initiated within the past 3 years, or

(ii)an alternative review process, in accordance with establishing bylaw provisions under section 340 (1) (e), that was started within the past 3 years;

(b) the first meeting respecting the review, which in the case of a service review is the first preliminary meeting under section 359, was convened more than 8 months ago;

(c) the service is **not**

(i) a service referred to in section 338 (2) *[services for which no establishing bylaw required]*,

(ii) **a regulatory service**, or

(iii) a service prescribed under subsection (6).

(2) A participant may initiate service withdrawal under this Division even if the establishing bylaw provides terms and conditions for withdrawal under section 340 (1) (f).

(3) To initiate service withdrawal, a participant must give written notice to the board, all other participants in the service and the minister.

(4) The notice under subsection (3) must

(a) describe the terms and conditions of participation in the service that the participant finds unsatisfactory, and
(b) give reasons, relating to those terms and conditions, as to why the participant wishes to withdraw from the service.

As s. 361 of the LGA does not apply to regulatory services, to amend or repeal the building inspection service, the establishing bylaw must be amended or repealed by the Board. This is provided for in s. 349 of the LGA, and it requires approval of the Inspector:

Amendment or repeal of establishing bylaws

349 (3) A bylaw amending or repealing an establishing bylaw has no effect unless it is approved by the inspector.

Staff have consulted with the Ministry regarding the circumstances in which the Inspector will approve a bylaw amendment that entails withdrawal from a building inspection service.

Staff have been advised that the Inspector is unlikely to approve a bylaw amendment that reduces a building inspection service area unless electoral approval has been obtained, substantial rationale has been provided as to why the building inspection service cannot be maintained, and the Regional District has taken steps to consult with the Building and Safety Standards Branch (building.safety@gov.bc.ca) to look for solutions to any problems that would allow the building inspection services to remain in place in a given area.

Ministry staff note that they are not aware of any specific case where the Inspector has approved the reduction or elimination of building inspection service area boundaries or the removal of participants. This is because "*the province considers building inspection to be in the best interest of residents and a significant benefit to the health and safety of citizens*."

There is a second option for altering the boundaries of the building inspection service, without approval of the Inspector.

It is possible to add or remove parcels from a service area, without triggering a requirement to obtain Inspector approval, pursuant to the *Regional District Establishing Bylaw Approval Exemption Regulation*, which enables adding or removing parcels where the owners petition to be added or removed. However, this process requires approval of at least 2/3 of the participants, which in the case of the Building Inspection Service, means three of the four existing participants must consent:

Exemption — bylaw amending service area boundary

2 (1) An amendment to an establishing bylaw that changes the boundaries of a service area by one or both of the following is exempt from the requirement for the inspector's approval under section 349 (3) of the Act:

(a) adding parcels to the service area;

(b) removing parcels from the service area.

(2) **An exemption under subsection (1) applies only if**

(a) the owners of parcels to be added, parcels to be removed or both, as the case may be, submit a petition to the regional district to change the boundaries of the service area, and

(b) at least 2/3 of the participants consent to the amendment.

In order to be a sufficient valid petition, the petition must be signed by the owners of the parcels as follows:

1. At least 50% of the owners of the parcels to be removed; and
2. Owners that in total represent 50% of the next taxable value of all the land and improvements in or on the parcels to be removed.

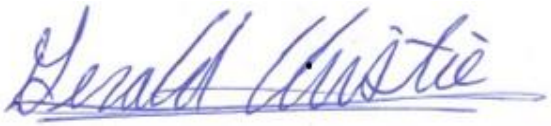
Summary

In order to move forward with the Director's request to amend or remove the building inspection service for Electoral Area B the Board must:

- Approve a motion to vote on the removal or amendment of the building inspection service area;
    - Stream 1 – Petition to Amend
        A) Motion must include to have staff organize a formal petition process with which 50% of the owners representing 50% of the net taxable value of all the land and improvements in or on the parcels to be removed; and,
        B) If a petition is received meeting the LGA requirements noted above, 2/3 of the participants in the service area must then consent to the amendment to the service area;

    - Stream 2 – The Board may proceed to amend the establishing bylaw:
        A) in accordance with the requirements applicable to the adoption of the service establishment bylaw, or with the consent of at least 2/3 of the participants;
        B) The bylaw must be approved by the Inspector; and,
        C) If approval is given by the Inspector, Building Bylaw No. 660 will then need to be amended by the Board to change that Bylaw's noted service area boundary.

Regards,



Gerald Christie, MCIP, RPP
Manager Development Services