



COLUMBIA SHUSWAP REGIONAL DISTRICT

Regular Board Meeting

LATE ITEMS AGENDA

Date: Friday, December 1, 2017
Time: 9:30 AM
Location: CSR D Boardroom
555 Harbourfront Drive NE, Salmon Arm

Pages

*2. Board Presentation of Planning Institute of British Columbia to Jennifer Sham, Planner

Chair Martin to present to Jennifer Sham a certificate designating her as a “Registered Professional Planner” in British Columbia and Canada.

5. Correspondence

*5.1 **Okanagan Regional Library (November 27, 2017)**

1

Letter from Stephanie Hall, Chief Executive Officer, Okanagan Regional Library addressed to Director Talbot. Update on change in service levels, Silver Creek Branch, and opportunity for local government to support financial contribution for higher service level.

*5.2 **Request from the City of Revelstoke for Resolution of Consent from CSR D Board (November 23, 2017)**

3

The City of Revelstoke has agreed to provide water service to Parks Canada at the Mount Revelstoke Campground on a five year term. In order to provide service on federal lands located within the Regional District consent is required by the CSR D Board.

For reference a copy of the staff report to City of Revelstoke Council and a map of the property is attached.

Motion

THAT: the CSR D Board consent to the provision of a water service by the City of Revelstoke to Parks Canada at the Mount Revelstoke Campground which is located within the CSR D.

7. Business General

*7.4 Rural Dividend Application

9

Report from Robyn Cyr, Economic Development Officer (EDO), dated December 1, 2017

For authorization from the CSRD Board for the submission of an application to the Rural Dividend Program for the two year implementation of the Shuswap Economic Development Strategic Plan.

Motion

THAT:

The Board authorize the submission of an application for \$441,500.00 to the BC Rural Dividend Program for the two year implementation of the Shuswap Economic Development Strategic Plan and that the Board support this project through to its completion.

8. Business By Area

*8.1 Grant-in-Aid Requests

13

Report from Jodi Pierce, Manager, Financial Services, dated November 27, 2017.

***Report revised - Grant in Aid request for Area F added.**

Motion

THAT: the Board approve the following allocations from the 2017 electoral grant in aids:

Area A

\$1,900 Golden Agricultural Society (Santa Parade sponsorship)

Area C

\$1,000 Notch Hill Town Hall Association (Christmas events).

Area F

\$3,313 North Shuswap First Responders (Replacement of communication equipment).

***8.9 Electoral Area B Fire Protection Services**

15

- Brought forward from the November 16, 2017 Board meeting: Area B Fire Protection Services:

- Attached Response letter dated November 29, 2017 from the City of Revelstoke CAO in regards to Electoral Area B Fire Protection Services, in reply to the CSRD Board requesting that the City:

a) provide confirmation that services will not be withdrawn December 31, 2017 so as to allay any concerns by residents in Area B who may be forced into the position of seeking alternative fire protection services if this matter cannot be resolved; and

b) agree to enter into a mediation process as envisioned in the Community Charter to resolve this matter.

and

- Attached letter dated November 30, 2017 to City of Revelstoke CAO from CSRD CAO attached.

Board Resolution of consent to the City providing servicing outside its boundaries.

Motion

THAT: the letter dated November 29, 2017 from Allan Chabot, CAO, City of Revelstoke in response to the CSRD's letter of November 17, 2017 in relation to the Area B Fire Protection Services, be received;

AND FURTHER THAT: given the nature of the response from the City of Revelstoke, the letter be referred to the In Camera (Closed) meeting of the Board, December 1, 2017.

Motion

THAT: as requested in the letter dated November 29, 2017 from Allan Chabot, CAO, City of Revelstoke, the CSRD Board consent to the provision of fire protection service by the City of Revelstoke to properties located in Electoral Area B, within the CSRD.

9. Administration Bylaws***9.4 Building Inspection Service Area Amendment Bylaw No. 5761**

26

The Inspector of Municipalities has approved the Bylaw on November 28, 2017.

Motion

THAT: the Building Inspection Service Area Amendment Bylaw No. 5761 be adopted this 1st day of December 2017.

***9.5 Areas B and E Building Inspection Service Establishment Bylaw No. 5762**

30

The Inspector of Municipalities has approved the Bylaw on November 28, 2017.

Motion

THAT: the Areas B and E Building Inspection Service Establishment Bylaw No. 5762 be adopted this 1st day of December 2017.

November 27, 2017

Director Renee Talbot, Area Director
Columbia-Shuswap Regional District
555 Harbourfront Drive NE
PO Box 978
Salmon Arm, BC V1E 4P1

Dear Directory Talbot:

Re: Changes in Library Service Level at Silver Creek Branch

This letter is to update you on the service levels in Silver Creek. You have been present at least one of the two community consultations where the issue has been discussed, but I also want to provide an official overview of our plan and the regional process behind it.

In 2013, the ORL Board contracted with an independent auditing firm to evaluate whether each member was getting out the same value in services as the revenue contributed on behalf of the jurisdiction by both the local and provincial governments. Predictably, there were communities who had either positive or negative variances. In the case of Silver Creek, we anticipate a \$17,000 negative variance, that is, if we continued at current service levels, we would be short that amount.

In 2014, a staffing level plan was created to establish staffing level targets for each branch, primarily based on staffing per 1,000 population, as that is an objective measure that enables comparisons across differing branches. At that time, the staffing level projected for Silver Creek was 10 hours per week, which allows for eight open hours. The targets come into play when there is attrition, and in this case, our permanent staff member left for another position and we have been filling in with temporary positions for over a year while we consulted with the community, and waited for the current census numbers to show whether any significant change had happened.

We are now at a point where we are ready to implement the new staffing levels, which actually were triggered over a year ago. To summarize, the changes will be:

- Move from 19 staffing hours to 10 staffing hours;
- Move from 15 open hours to 8 open hours, or from three to two open days.

Whenever these staffing level targets are triggered in a community, we do offer local government the opportunity to let us know if they will supplement the funding to retain a higher level of service. This is not always possible, particularly in a community with a small tax base, and in the regional district context, I am aware that adding new ongoing funding can require a servicing bylaw. Nonetheless, here are some possible options I see, and should you be interested, I would be more than happy to call or visit to discuss with you and your CAO, or could attend a CSRD meeting, as your preference dictates. We would need to hear something on this prior to year-end, as we are preparing to move to the new schedule in the new year.

Correspondence:

<input type="checkbox"/> CAO	<input checked="" type="checkbox"/> Agenda	Ownership:
<input type="checkbox"/> Works	<input checked="" type="checkbox"/> Reg Board	File#
<input type="checkbox"/> DS	<input type="checkbox"/> In Camera	
<input type="checkbox"/> Fin/Adm	<input type="checkbox"/> Other Mtg	
NOV 28 2017		
<input type="checkbox"/> Ec Dev	<input type="checkbox"/> Staff to Report	Ack Sent:
<input type="checkbox"/> IT	<input type="checkbox"/> Staff to Respond	<input type="checkbox"/> Fax
<input type="checkbox"/> Parks	<input type="checkbox"/> Staff Info Only	<input type="checkbox"/> Mail
<input type="checkbox"/> SEP	<input type="checkbox"/> Dir Mailbox	<input type="checkbox"/> Email
<input type="checkbox"/> HR	<input type="checkbox"/> Dir Circulate	
<input type="checkbox"/> Other		

7960-03

Dir. Talbot

Option A:

- Allow the service changes as described to take place. This would give Silver Creek the same service levels as our branches in Cherryville and Oyama, the closest branches in population.
- Cost: No additional cost, this option is already fully funded.

Option B:

- Keep current staffing and open hours.
- Cost: \$13,300 in 2018, with minor annual inflationary increases.

Option C:

- Reduction to 12 open hours and 15 staffing hours. This does retain three open days but the hours of opening will be slightly shorter.
- Cost: \$7,400 in 2018.

The Library in Silver Creek has been characterized as a community hub and gathering place, and appears to be well loved. Unfortunately, the current funding levels are not enough to sustain current staffing levels. Meanwhile, provincial funding to libraries has been frozen for over a decade.

I will be attending a community meeting to discuss this on December 5, 2017, and I understand you are intending to be there as well. The community is passionate about libraries and learning, and I anticipate a lively meeting.

I do want to thank you for your support and participation in the library service. This is a service that makes a difference to everyday families and people from every walk of life.

Sincerely,



Stephanie Hall
Chief Executive Officer
Okanagan Regional Library

cc: Charles Hamilton, CAO
Larry Morgan, Area Director

From: [Mike Thomas](#)
To: [Jennifer Graham](#)
Subject: FW: Parks Canada water service for Mountain Revelstoke Campground
Date: Thursday, November 23, 2017 9:09:30 AM
Attachments: [Eng-Parks Canada Water Service Report 2017-11-14.docx](#)

Jennifer,

I just received Lynda's out of office, see below. Charles was also copied on the original email.

Thanks,

Mike

Mike Thomas, P. Eng ENV SP
Director of Engineering & Public Works

City of Revelstoke
250-837-3637
Box 170, Revelstoke BC
V0E 2S0 revelstoke.ca

*Please note that this email is subject to the
Freedom of Information and Protection of Privacy Act*

From: Mike Thomas
Sent: Thursday, November 23, 2017 9:08 AM
To: Lynda Shykora <LShykora@csrd.bc.ca>; Charles Hamilton <chamilton@csrd.bc.ca>
Cc: Allan Chabot <AChabot@revelstoke.ca>
Subject: Parks Canada water service for Mountain Revelstoke Campground

Lynda and Charles,

The City has been approached by Parks Canada for a water service to the Mount Revelstoke Campground. Council passed a resolution of support for a 5 year agreement to supply water. I was thinking this area was just "Parks Canada" when I requested Council's approval to proceed, but on review of your mapping, this is in the CSRD, and as such I'm assuming would fall under section 13 of the Community Charter – "Services outside municipality"
http://www.bclaws.ca/civix/document/id/complete/statreg/03026_02#section13.

The report to council from November 14, 2017 where Council approved this initiative is at item 11d. here - <https://revelstoke.civicweb.net/filepro/documents/88720?preview=107139> , (word document attached for convenience) and we can get a certified resolution for you if required.

Would it be possible to get this onto the next meeting to ask the Board for their consent for the City of Revelstoke to provide this water service to Parks Canada on a five year agreement with a metered water service? Parks is looking to start construction in the Spring 2018 and is hoping for all legal requirements to be met as soon as possible.

My apologies for the late notice, let me know if you have any questions.

Regards,

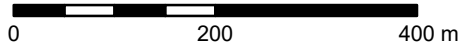
Mike Thomas, P. Eng ENV SP
Director of Engineering & Public Works

City of Revelstoke
250-837-3637
Box 170, Revelstoke BC
V0E 2S0 revelstoke.ca

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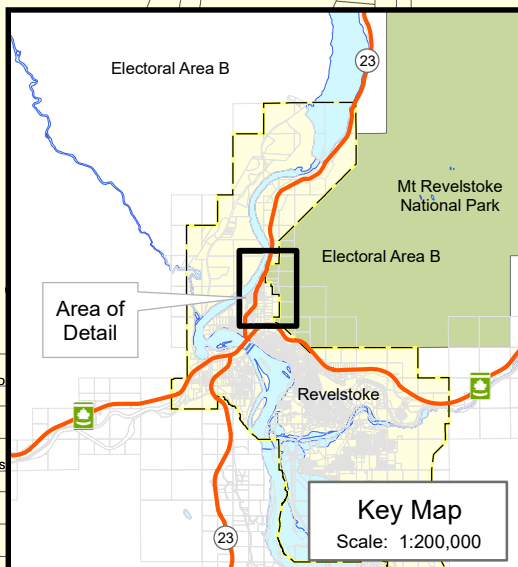
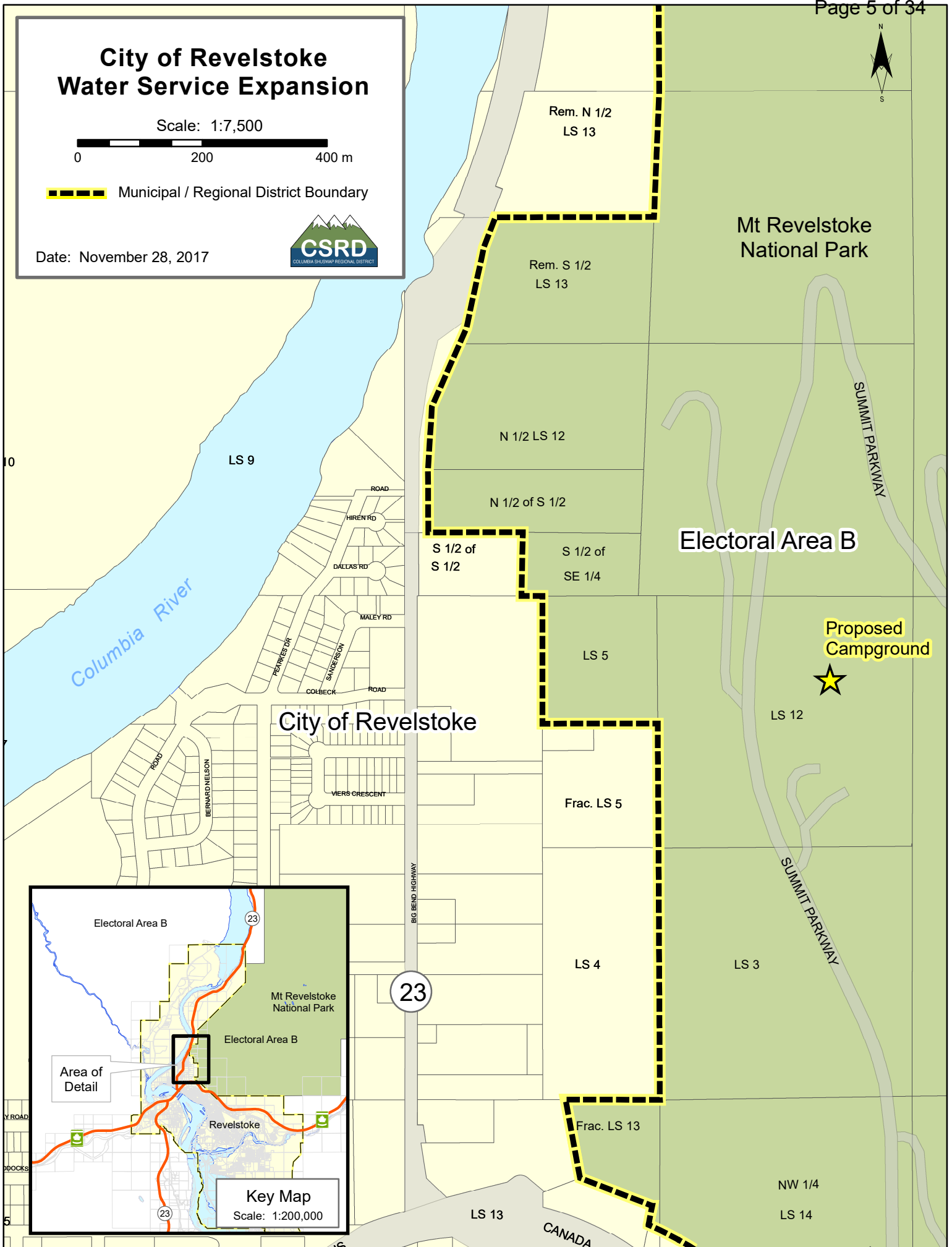
City of Revelstoke Water Service Expansion

Scale: 1:7,500



Municipal / Regional District Boundary

Date: November 28, 2017





City of Revelstoke

Council Report

File No.: 5600-01

To: His Worship Mayor McKee and Members of City Council
From: Mike Thomas P.Eng. ENV SP
Date: 2 November 2017
Subject: Parks Canada Campground Water Service

RECOMMENDATION:

THAT Policy PW-8, regarding the provision of water outside the municipal boundaries be waived for the purposes of Parks Canada developing a campground at Mount Revelstoke National Park;

AND THAT the City work with Parks Canada to develop an agreement for the provision of water to the Mount Revelstoke Campground via a metered service off HWY23N.

CAO Comments:

Background:

At the October 24, 2017 Council meeting, Parks Canada came as a delegation ([presentation link](#)), informing Council of their current project to develop a campground on the lower slopes of Mount Revelstoke. The provision of front country camping in Mount Revelstoke is a valuable addition to the accommodation options available in the Revelstoke area and is expected to appeal primarily to a subset of travelers and visitors wanting to stay in a National Park. Sixty-three campsites of all types are proposed, with an office, kitchen shelter, interpretation centre and washroom and shower facilities.

City staff have been working with Parks Canada's staff and consultant on reviewing water and sewer options for the campground. Recognizing the limitations of the City's sewer treatment plant, Parks Canada opted to develop a septic system within the park for sewer disposal.

For water, Parks Canada's preferred option was to connect to the City's water distribution network on HWY 23N, and enter into an agreement with the City for this water. However, Mount Revelstoke National Park is outside the City Limits and the City has a policy to not supply water outside the boundaries of the City without a boundary extension in place, (Policy PW-8 attached).

Water demand would be seasonal, (May to October), and is expected to be less than 1000



City of Revelstoke

Council Report

cubic meters a month, equivalent to approximately 30 single family homes.

Options / discussion:

The policy to not provide water or sewer services outside the city boundary is common across municipalities in British Columbia, the general reason for this type of policy is to ensure that development occurs and services are provided in a manner that is consistent with city development and infrastructure planning, and that services are available for developments within the city as they occur.

City staff view the proposed campground as a complimentary activity to Revelstoke's development planning, and believe that a request for water from Parks Canada was not specifically contemplated in the drafting of the policy. This request is somewhat different from that of a developer or neighbourhood outside the city boundary for the following reasons:

- Parks Canada is a government agency, providing a public non-commercial service,
- The very nature of the National Park means that further development of camping or other water demand will be limited in scope,
- The camp ground is complimentary to existing Revelstoke services, and fills a niche that can only be provided in the national park setting.

Should council approve the recommendations, city staff will develop an agreement for the provision of water, to be brought back to Council for approval. Some items that will be considered include:

1. The City can enter into a 5-year agreement without seeking elector approval.
2. The designed water service to the campground will be metered, allowing for water to be billed at rates identified in the fees and charges bylaw.
3. The provision of third-party services by the City are subject to a 10% surcharge, again identified in the fees and charges bylaw. This is a reasonable surcharge for the consumption portion of water fees for this campground.
4. Developments within the City are subject to Development Cost Charges (DCC's), as this campground is outside the City boundary, the City has no jurisdiction to impose DCC's. It is suggested that an estimate of the equivalent water DCC's (based on the equivalent number of residential dwellings that the campground would represent) amortized over the normal timeframe for projects in a DCC bylaw (usually 25 years) could be incorporated as an annual fee in the agreement. Should the DCC bylaw change over the time of the contract, this annual fee should change accordingly.
5. Consideration of water restrictions, continuity of supply and the requirements of the water regulation bylaw should be incorporated into the proposed agreement.

Financial and Risk

Financially, the proposed fee structure incorporates the risk of requiring treatment plant or other development related upgrades through the collection of the equivalent to DCC's. Additionally, fees should be relative to those being charged to residents and businesses, with the addition of an administrative charge to cover services that would otherwise be covered by general taxation.



City of Revelstoke

Council Report

Risks to the City should be managed through the development of the agreement.

Others Consulted:

Parks Canada

Respectfully submitted,

Mike Thomas P.Eng. ENV SP
Director of Engineering and Public Works



BOARD REPORT

TO: Chair and Directors

File No: 0580 01

SUBJECT: Authorize Application to Rural Dividend Program to fund Implementation of Shuswap Economic Development Strategic Plan.

DESCRIPTION: Report from Robyn Cyr, Economic Development Officer (EDO), dated December 1, 2017
For authorization from the CSR D Board for the submission of an application to the Rural Dividend Program for the two year implementation of the Shuswap Economic Development Strategic Plan.

RECOMMENDATION #1: THAT:
The Board authorize the submission of an application for \$441,500.00 to the BC Rural Dividend Program for the two year implementation of the Shuswap Economic Development Strategic Plan and that the Board support this project through to its completion.

SHORT SUMMARY:

The completion of a Shuswap Economic Development (SED) Strategy was identified as a priority by SED for 2017. The geographic areas for the strategy include the communities of Sicamous, Columbia Shuswap Regional District's (CSR D) Area C (South Shuswap), Area D (Deep Creek, Salmon Valley, and Falkland), Area E (Malakwa, Swansea Point) and Area F (North Shuswap).

This report breaks out the strategies, projects and activities that will support the quality of life and resiliency of the Shuswap. The work plan builds upon other planning documents and initiatives, incorporating relevant objectives and taking those one step further. The identified strategies are to be completed during 2018 and 2019 and is considered the work plan for SED. The completion of this work plan is dependent on receiving funding from the Province of British Columbia's Rural Dividend Program.

The following work plan is part of the Shuswap Economic Development Strategy which will be ready for review by the Shuswap Economic Development Advisory Committee meeting on Thursday, Dec. 7, 2017. The intention is to have this strategy completed by the end of December. The Rural Dividend application process is from Nov. 15 – Dec. 15, 2017 so unfortunately the complete strategy is not available at this time to accompany this Board report.

Work plan – 2018-2019

The work plan is focused on the foundational elements of business retention and expansion, investment attraction, sector development and community development. The goal is to set the tone, to be inclusive, take leadership and to be an advocate for well-informed strategies in key areas.

The following are the key areas within the work plan:

-
1. Enhance the Economic Development Foundation
 2. Build a Best of Class Economic Development Toolbox
 3. Expanding Communications for Economic Development
 4. Business Development and Support
 5. Marketing and Investment
 6. Strengthening the Agriculture Sector
 7. Positioning the Shuswap as a Four Season Tourism Destination
-

Work Plan Funding

The successful implementation depends on securing funding from provincial and local sources including through the Rural Dividend Fund. The Rural Dividend Fund has its fourth round application process closing December 15, 2017. It is recommended the application asks for funding under the "Community and Economic Development" project category. The application should request funding to cover the first two years of implementation for a total of \$441,500.00. This amount will cover two years of funding for a Business Development Project Coordinator and project implementation.

VOTING:	Unweighted Corporate	<input type="checkbox"/>	LGA Part 14 (Unweighted)	<input type="checkbox"/>	Weighted Corporate	<input type="checkbox"/>	Stakeholder (Weighted)	<input checked="" type="checkbox"/>
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BACKGROUND:

It was identified in September, 2015 by the Shuswap Economic Advisory Committee that in order to effectively move economic development forward in the Shuswap region (Sicamous and CSRD Electoral Areas C, D, E, and F) a strategic plan was needed to guide this process.

Funding for this project was allocated in the 2017 Budget for the Shuswap Economic Development department in the amount of \$50,000.00 to develop the strategy but no funding has been allocated for implementation.

If this application is successful, the funding will be used to implement the Shuswap Economic Development Strategic Plan over the next two fiscal years.

FINANCIAL:

There is no financial contribution required to submit this application for funding to the BC Rural Dividend Program.

KEY ISSUES/CONCEPTS:

Strategic planning provides a general structure for action: a way to determine priorities, make wise choices and allocate scarce resources (e.g., time, money, skills) to achieve agreed-upon objectives. The strategic plan has addressed these four basic questions:

1. Where are we now?
2. Where do we want to go?
3. How are we going to get there?
4. How do we know when we have arrived?

The intent of the strategy implementation will address the four basic questions above and create a set of clear actionable programs or activities that will quickly allow work to start on economic development initiatives. The seven priorities below are defined as the initiatives that will move economic development forward in the Shuswap.

The following are the key areas within the work plan:

1. Enhance the Economic Development Foundation
2. Build a Best of Class Economic Development Toolbox
3. Expanding Communications for Economic Development
4. Business Development and Support
5. Marketing and Investment
6. Strengthening the Agriculture Sector
7. Positioning the Shuswap as a Four Season Tourism Destination

IMPLEMENTATION:

The CSRD Shuswap Economic Development department will be developing and submitting this application to the BC Rural Dividend Program.

The CSRD Shuswap Economic Development department will report regularly to the Shuswap Economic Development Advisory Committee on the progress of the implementation of the strategic initiatives.

COMMUNICATIONS:

Robyn Cyr – EDO – will advise the CSRD Board and the Shuswap Economic Development Committee as to the outcome of the application as soon as the BC Rural Dividend Program announces the successful applicants.

DESIRED OUTCOMES:

The Board authorize the submission of an application for \$441,500.00 to the BC Rural Dividend Program for the Shuswap Economic Development Strategic Plan implementation and that the Board support this project through to its completion.

BOARD'S OPTIONS:

1. *Endorse the Recommendation.*
2. *Deny the Recommendation.*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

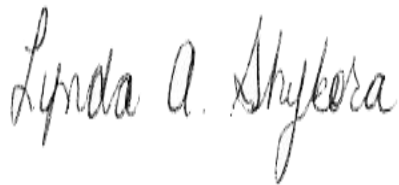
Report Approval Details

Document Title:	Rural Dividend Application.docx
Attachments:	
Final Approval Date:	Nov 29, 2017

This report and all of its attachments were approved and signed as outlined below:

No Signature found

Jodi Pierce - Nov 29, 2017 - 8:25 AM



Lynda Shykora - Nov 29, 2017 - 10:09 AM

No Signature - Task assigned to Charles Hamilton was completed by assistant Lynda Shykora

Charles Hamilton - Nov 29, 2017 - 10:12 AM



BOARD REPORT

TO: Chair and Directors

File No: 1850 20 17

SUBJECT: Grant in Aids

DESCRIPTION: Report from Jodi Pierce, Manager, Financial Services, dated November 20, 2017.

RECOMMENDATION #1: THAT: the Board approve the following allocations from the 2017 electoral grant in aids:

Area A

\$1,900 Golden Agricultural Society (Santa Parade sponsorship)

Area C

\$1,000 Notch Hill Town Hall Association (Christmas events).

Area F

\$3,313 North Shuswap First Responders (Replacement of communication equipment).

VOTING:	Unweighted Corporate <input type="checkbox"/>	LGA Part 14 (Unweighted) <input type="checkbox"/>	Weighted Corporate <input checked="" type="checkbox"/>	Stakeholder (Weighted) <input type="checkbox"/>
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POLICY:

These requests meet the requirements of Policy F-30, are approved by the respective Area Director and required source documentation has been received. These requests are within the Electoral Area's grant-in-aid budget.

COMMUNICATIONS:

The respective Electoral Area Director will advise each organization of the Board's decision. Successful organizations will be sent a cheque accompanied by a congratulatory letter.

DESIRED OUTCOMES:

That the Board endorse the recommendation.

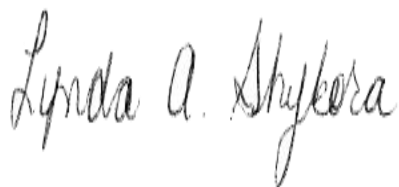
BOARD'S OPTIONS:

1. *Endorse the Recommendation.*
2. *Deny the Recommendation.*
3. *Defer.*
4. *Any other action deemed appropriate by the Board.*

Report Approval Details

Document Title:	2017-12-01_Board_FIN_Grant in Aids.docx
Attachments:	
Final Approval Date:	Nov 27, 2017

This report and all of its attachments were approved and signed as outlined below:



Lynda Shykora - Nov 27, 2017 - 9:42 AM



Charles Hamilton - Nov 27, 2017 - 9:50 AM



City of Revelstoke

P.O. Box 170, Revelstoke, British Columbia V0E 2S0
revelstoke.ca

November 29, 2017

Chair Rhona Martin and the Board of Directors
Columbia Shuswap Regional District
555 Harbourfront Drive N.E.,
Salmon Arm, BC
V1E 3M1

VIA Regular Mail and E-mail:
chamilton@csrd.bc.ca and lshykora@csrd.bc.ca

Dear Chair Martin and Board of Directors,

RE: CSRD Area B Rural Fire Protection Services

Revelstoke City Council considered the letter, dated November 17, 2017, from Mr. Charles Hamilton, CAO – CSRD, that the Board directed he send to the Council in regards to the above-noted matter at the Regular Meeting held on November 28, 2017.

After receipt of the aforementioned letter, the following motions were approved by Council at that meeting:

- 1. That CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2212 be read a first, second and third time.**
- 2. That City Council request that the CSRD Board approve a motion consenting to the City providing the services set out in the agreement for the Area B rural fire service area and adopting CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2212.**
- 3. That the CSRD Area B Rural Fire Protection Services Agreement be remitted to the CSRD Board for its consideration.**

Accordingly, enclosed please find a copy of CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2212 and Appendix “A” thereto, being an agreement to provide Fire Protection Services in a specified area of Area B of the CSRD.

DEVELOPMENT
SERVICES

(250) 837-3637
development@revelstoke.ca

PUBLIC WORKS

(250) 837-2001
works@revelstoke.ca

FINANCE

(250) 837-2161
finance@revelstoke.ca

FIRE RESCUE
SERVICES

(250) 837-2884
fire@revelstoke.ca

PARKS, RECREATION
& CULTURE

(250) 837-9351
prc@revelstoke.ca

CORPORATE
ADMINISTRATION

(250) 837-2911
admin@revelstoke.ca

COMMUNITY
ECONOMIC DEVELOPMENT

(250) 837-5345
ced@revelstoke.ca

As you know, time is of the essence in this matter if rural fire protection services are to be provided in the specified area of Area B after December 31, 2017. In order to continue providing the service after December 31, 2017 in the specified area of Area B, both the City and the CSRD must adopt authorizing bylaws before the end of the year. If a motion consenting to the provision of the service in the rural area is received from the CSRD the service authorization bylaw will be returned to Council for consideration of adoption on December 12, 2017.

As you know, a new, modern, rural firefighting agreement for rural fire protection is in the best interests of all parties and remains a priority for the City. We look to your positive response.

Yours truly,
City of Revelstoke

A handwritten signature in dark ink, appearing to read "A. Chabot". The signature is written in a cursive, flowing style.

Allan Chabot, Chief Administrative Officer

Att. CSRD Area B Rural Fire Protection Services Authorization Bylaw No. 2212

CITY OF REVELSTOKE
BYLAW NO. 2212

**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. 2212*”.
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”.

READ A FIRST TIME THIS ____ DAY OF _____, 2017.

READ A SECOND TIME THIS ____ DAY OF _____, 2017.

READ A THIRD TIME THIS ____ DAY OF _____, 2017.

ADOPTED BY CITY COUNCIL THIS ____ DAY OF _____, 2017.

Director of Corporate Administration

Mayor

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

THIS AGREEMENT dated for reference the _____ day of _____, 2017.

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 (the “Service Area”), the Service Area being more particularly set out in Schedule “A” hereto;
- 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. 2212 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

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

- 1.3 **Service Area** means those areas within 60 metres of roads 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.

2. SERVICES AND AREA

- 2.1 The City agrees to provide Fire Protection Services within the Service Area PROVIDED THAT the level of fire suppression service shall not include or require City firefighting or rescue personnel to enter any building or structure within the Service Area.
- 2.2 The Service Area and level of fire suppression 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 upon 1st day of January, 2018, and this Agreement shall be fully ended and complete, except as set forth herein, on the 31st day of December, 2018, Provided That in the event that the CSRD complies with Article 8.2 and 8.3 herein, the term of this Agreement shall be extended to the 31st day of December, 2022, and shall be fully ended and complete on that date

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 and another emergency arises 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. 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 metres;
 - (d) access routes with sufficient load bearing capacity to support firefighting equipment, including bridges, culverts and other structures; or

- (e) turn-around facilities for any dead-end portion of the access route more than 90 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 excepting as set out in 2.1 of this agreement.

8. EQUIPMENT

- 8.1 In providing the Fire Protection Services under this Agreement, the City covenants to provide and maintain, at their cost, all equipment deemed necessary by the City.
- 8.2 The CSRD shall acquire a 3000 gallon water tender that is deemed acceptable by the Fire Department, necessary to provide Fire Protection Services to the portions of the Service Area not serviced by fire hydrants. The City shall be responsible for any insurance, repairs and on-going maintenance of the 3000 gallon water tender. Evidence of acquisition of the 3000 gallon water tender by the CSRD shall be provided to the City on or before June 30th, 2018, and the 3000 gallon water tender delivered to the City prior to December 31st, 2018.
- 8.3 The CSRD shall acquire a Utility Task Vehicle (UTV) or Rough Terrain Vehicle (RTV) with fire suppression skid and equipment, that is deemed acceptable by the Fire Department that enables the City to provide fire suppression services in the area known as the "BC Hydro draw down zone", and other similar areas. The City shall be responsible for any insurance, repairs and maintenance of the UTV or RTV and related fire suppression equipment. Delivery of the UTV or RTV and related fire suppression equipment shall be made on or before April 1, 2018. Until delivery of such UTV or RTV, with fire suppression skid and equipment, the City shall have no obligation to provide fire suppression services to the BC Hydro draw down zone.

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. In the event that the CSRD has provided evidence of the acquisition of the water tender pursuant to Article 8.2 and the UTV has been provided to the City pursuant to Article 8.3, then in such an event, the invoice provided by the City to the CSRD shall be reduced by the sum of \$15,000.00 during the first year of the term of this agreement, and provided that the water tender is provided to the City by December 31, 2018, in each subsequent year of the term of this agreement, being a contribution by the City to the capital acquisition costs of the water tender and UTV. The CSRD shall pay said invoice by August 1 in each year, for the term of this Agreement
- 9.5 In addition to the foregoing payments, and Articles 9.2 and 9.3 of this Agreement, the CSRD shall pay to the City, within 30 days of being presented with an invoice:
- a. The fees that may be specified by City Bylaw No. 2008 from time to time for responding to false alarms;
 - b. the costs of repairing or replacing any City equipment damaged 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.

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 13. Each Party shall promptly give notice to the other of any termination of their insurance coverage with MIABC.

12. TERMINATION AND AMENDMENT

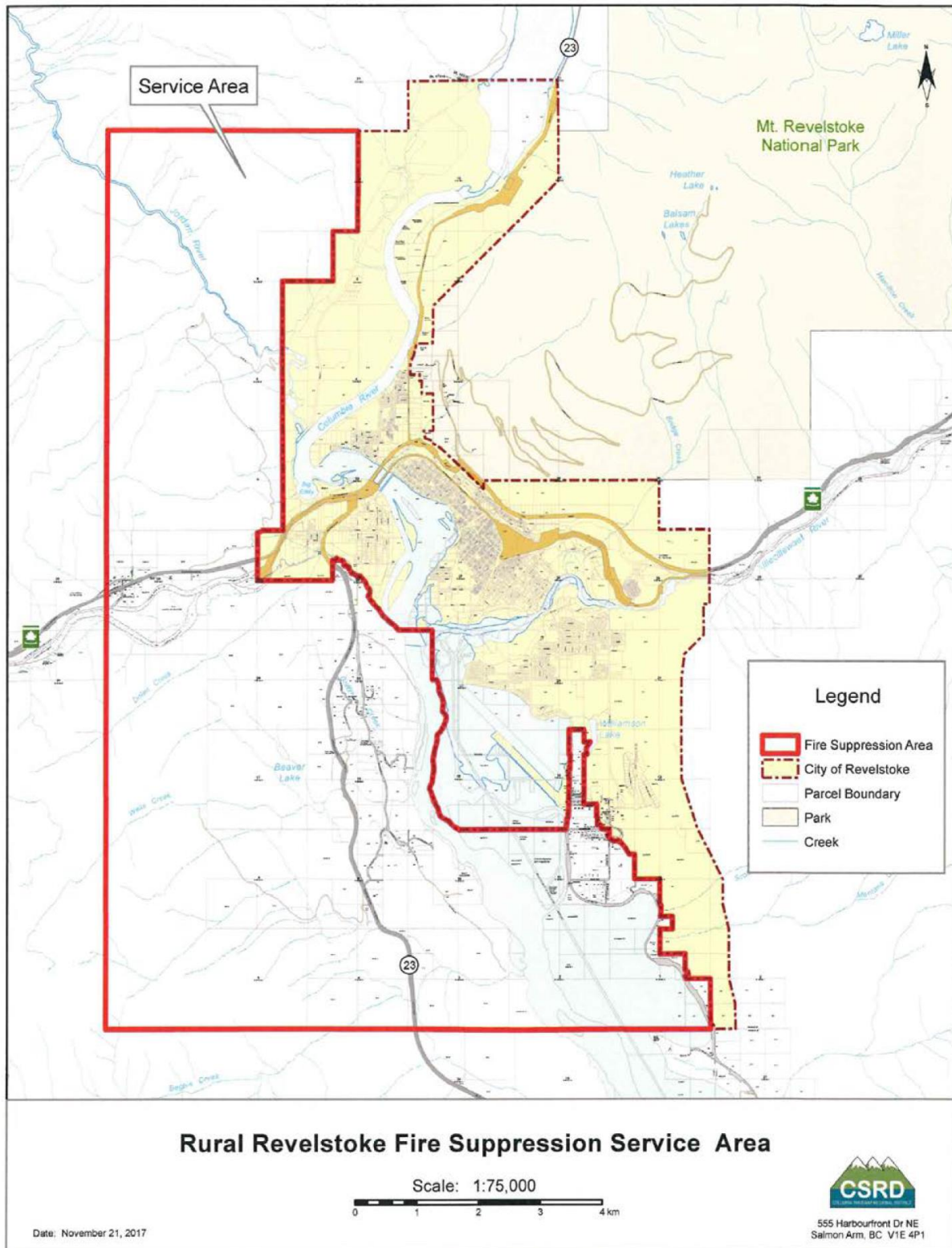
12.1 Either party may terminate this Agreement upon giving notice of its intention to do so, PROVIDED THAT any such notice given shall only be effective on the 31st day of December of any year of this Agreement, and PROVIDED FURTHER that such notice must be given prior to June 30th of such year.

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

COLUMBIA SHUSWAP REGIONAL)
DISTRICT, Per)
)
)
_____)
AUTHORIZED SIGNATORY)
)
)
)
_____)
AUTHORIZED SIGNATORY)

CITY OF REVELSTOKE, Per:)
)
)
)
_____)
AUTHORIZED SIGNATORY)
)
)
)
_____)
AUTHORIZED SIGNATORY)

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





COLUMBIA SHUSWAP REGIONAL DISTRICT

PO Box 978, 555 Harbourfront Drive NE, Salmon Arm, BC V1E 4P1
T: 250.832.8194 | F: 250.832.3375 | TF: 1.888.248.2773 | www.csr.bc.ca

November 30, 2017

7200 35 01

Transmitted via email to: achabot@revelstoke.ca

Allan Chabot
Chief Administrative Officer
City of Revelstoke
P.O. Box 170
REVELSTOKE, BC V0E 2S0

Dear Mr. Chabot:

RE: CSRD Electoral Area B Rural Fire Service Protection Services

Thank you for your letter of November 29, 2017. I also obtained a copy of your report to City Council dated November 21, 2017.

I remain extremely concerned about this matter and the City's position, which, with respect, does not seem to take into account the life/safety problems that your position will create for area residents, many of whom will have no idea that you propose to cease the provision of an essential service in one month, with no alternative available.

I think that several matters need to be clarified. Your report seems to suggest that there is some legal impediment to the continued provision of service and I do not think that is correct.

I agree with you that *section 13* of the *Charter* requires CSRD consent for the City to provide a service outside City boundaries. Given that this service has been provided for over thirty five years I think that consent is self-evident and I would add that this has never been raised as an issue before. If you think it necessary to confirm that point, the CSRD consents.

As for a bylaw, the CSRD has, as you know, a service establishment bylaw. I am not aware of any need for a City bylaw *per se*, but if you see that is necessary that is a City issue.

With respect to the agreement, your suggestion that the City has been prepared to "negotiate" is, with respect, disingenuous. We were presented with a "take it or leave it" type draft, having been told that the agreement was already approved by Council and that it was up to the CSRD to agree to it, as is. The fact that it is now enshrined in a bylaw that has had three readings reinforces the fact that the agreement is not negotiable and it is simply misleading to characterize what has transpired in that way.

.../2

ELECTORAL AREAS

A GOLDEN-COLUMBIA
B REVELSTOKE-COLUMBIA

C SOUTH SHUSWAP
D FALKLAND-SALMON VALLEY

E SICAMOUS-MALAKWA
F NORTH SHUSWAP-SEYMOUR ARM

MUNICIPALITIES

GOLDEN
REVELSTOKE

SALMON ARM
SICAMOUS

Letter to Allan Chabot, Chief Administrative Officer
City of Revelstoke
November 30, 2017

Page 2

As we have advised, the CSRD Board has instructed staff to pursue legal action if you will not agree to preserve the status quo to allow for a reasoned discussion and attempt to solve this. If you are prepared to agree to that we would be pleased to discuss interim terms that may be mutually acceptable such as an expanded indemnity to limit your risks, but your position at present that the CSRD 's only choice is to simply sign the agreement you prepared without negotiation or discussion is unreasonable and unacceptable.

Yours truly,

Per:
COLUMBIA SHUSWAP REGIONAL DISTRICT


for Charles Hamilton
Chief Administrative Officer

cc: R. Martin, Chair, CSRD
M. McKee, Director, City of Revelstoke
L. Parker, Director, Electoral Area B, CSRD

COLUMBIA SHUSWAP REGIONAL DISTRICT

BYLAW NO. 5761

A bylaw to amend Building Inspection Extended Service Area Establishment Bylaw No. 570.

WHEREAS the Board of the Columbia Shuswap Regional District wishes to amend "Building Inspection Extended Service Area Establishment Bylaw No. 570" to remove the participating service area of Electoral Area B and to remove the participating service area of Electoral Area E in this bylaw;

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

1. Bylaw 570 is amended by deleting Section 2 and replacing with it the following:
 - "2. The participating service area boundaries are contained within Electoral Area F and more particularly as described in "Schedule A Building Inspection Area – Area 'F'"
2. Bylaw 570 is amended by deleting "Schedule A Building Inspection Area – Area 'B'" and by deleting "Schedule B Building Inspection Area – Area 'E'".
3. Bylaw 570 is amended by deleting Schedule C thereto and replacing it with Schedule A Building Inspection Area – Area 'F', which is attached hereto and forms part of this bylaw.
4. Bylaw 570 is amended by deleting Section 3 and replacing it with the following:
 - "3. The participating area in the named service established by this bylaw is a portion of Electoral Area F.
5. Bylaw 570 is amended by deleting Section 4 and replacing it with the following:
 - "4. The annual costs for the extended service shall be recovered by one or more of the following:
 - a) requisition of money to be collected by a property value tax on land and improvements in accordance with the *Local Government Act*;
 - b) the imposition of fees and charges;
 - c) revenues raised by other means authorized under the *Local Government Act* or another Act; and/or
 - d) revenues received by way of agreement, enterprise, gift, grant or otherwise.
6. This bylaw will come into effect upon adoption.

CITATION

7. This bylaw may be cited as the "Building Inspection Service Area Amendment Bylaw No. 5761".

READ a first time this 19th day of October, 2017.

READ a second time this 19th day of October, 2017.

READ a third time this 19th day of October, 2017.

APPROVED by the Inspector of Municipalities this 28th day of November, 2017.

ADOPTED this _____ day of _____, 2017.

CHIEF ADMINISTRATIVE OFFICER

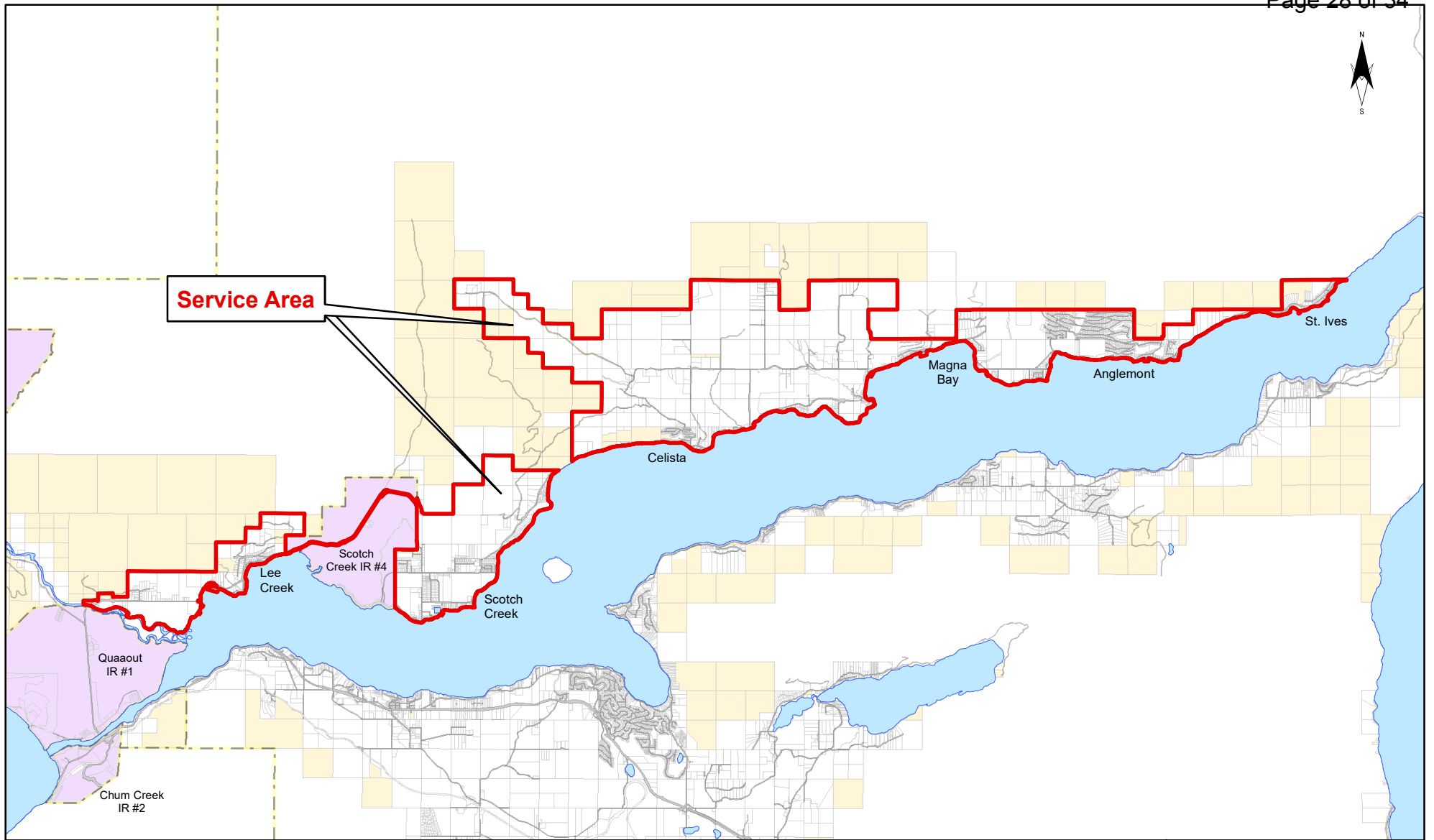
CHAIR

CERTIFIED a true copy of
Bylaw No. 5761 as read a third time.

CERTIFIED a true copy of
Bylaw No. 5761 as adopted.

Deputy Manager of Corporate
Administration Services

Deputy Manager of Corporate
Administration Service



Legend

- Bylaw Boundary
- CSRD Boundary
- Parcel Boundary
- Crown Land
- Native Land
- Road
- Water

Schedule A

Building Inspection Service Area Amendment Bylaw No. 5761

Building Inspection - Area F



Scale: 1:150,000



Columbia Shuswap Regional District
555 Harbourfront Drive NE
Salmon Arm, BC V1E 4P1

Date: October 13, 2017
Nad 83 CNT Datum
UTM Zone 11

The information on this map was compiled by the CSR D for regulatory and internal reference purposes only. No representation or warranty is made as to the accuracy of the information.



Statutory Approval

Under the provisions of section 349

of the Local Government Act

I hereby approve Bylaw No. 5761

of the Columbia Shuswap Regional District,

a copy of which is attached hereto.

Dated this 28 day
of November, 2017


Deputy Inspector of Municipalities

COLUMBIA SHUSWAP REGIONAL DISTRICT

BYLAW NO. 5762

A bylaw to establish a Building Inspection service within Electoral Area B and Electoral Area E.

WHEREAS a regional district may, by bylaw, establish a service under the provisions of the *Local Government Act*;

AND WHEREAS the Board of the Columbia Shuswap Regional District wishes to establish the service of building inspection in a portion of the regional district that consists of Electoral Area B and Electoral Area E;

AND WHEREAS the Board has obtained approval for the service from the participating Electoral Areas in the form of written consent provided by each of the Electoral Area's Electoral Area Director, pursuant to the *Local Government Act*;

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

SERVICE

1. To establish a service for the purpose of providing and operating building inspection.

PARTICIPATING AREAS

2. The participating areas for Building Inspection established by this bylaw consist of Electoral Area B and Electoral Area E.

SERVICE AREAS

3. The participating service area boundaries established by this bylaw are shown on the Schedules attached hereto and forming part of this bylaw and consist of:
 - Schedule A - All of Electoral Area B;
 - Schedule B - All of Electoral Area E.

COST RECOVERY

4. The annual costs shall be recovered by one or more of the following:
 - a) requisition of money to be collected by a property value tax on land and improvements in accordance with the *Local Government Act*;
 - b) the imposition of fees and charges;
 - c) revenues raised by other means authorized under the *Local Government Act* or another Act; and/or
 - d) revenues received by way of agreement, enterprise, gift, grant or otherwise.

FORCE and EFFECT

5. This bylaw will come into effect upon adoption.

CITATION

6. This bylaw may be cited as the "Sub-Regional Building Inspection Service Bylaw No. 5762".

READ a first time this 19th day of October, 2017.

READ a second time this 19th day of October, 2017.

READ a third time this 19th day of October, 2017.

APPROVED by the Inspector of Municipalities this 28th day of November, 2017.

ADOPTED this day of, 2017.

CHIEF ADMINISTRATIVE OFFICER

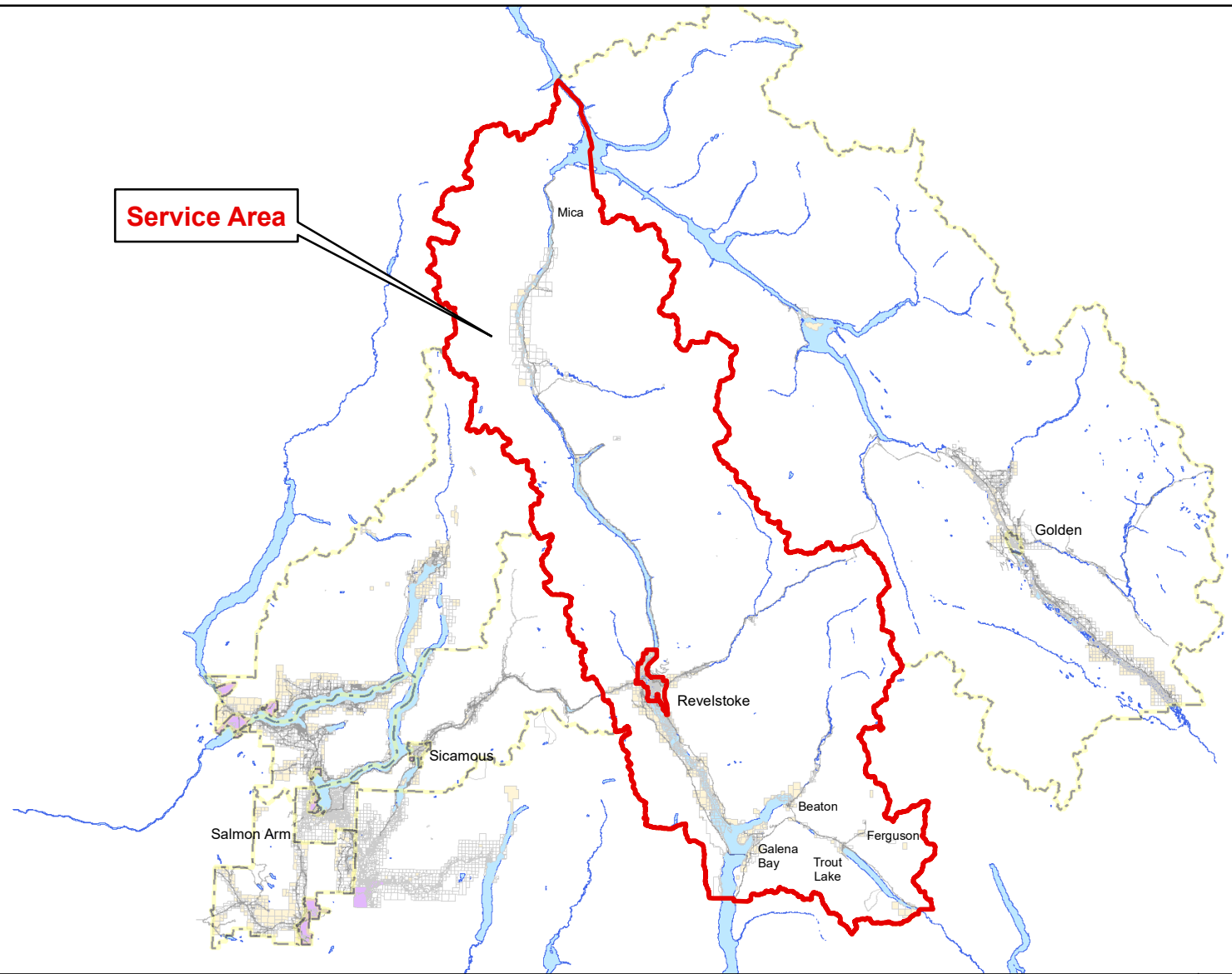
CHAIR

CERTIFIED a true copy of
Bylaw No. 5762 as read a third time.

CERTIFIED a true copy of
Bylaw No. 5762 as adopted.

Deputy Manager of Corporate
Administration Services

Deputy Manager of Corporate
Administration Services



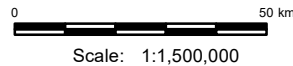
Legend

- Bylaw Boundary
- CSRD Boundary
- Parcel Boundary
- Crown Land
- Native Land
- Road
- Water

Schedule A

Sub-Regional Building Inspection Bylaw No. 5762

Building Inspection - Area B



Columbia Shuswap Regional District
555 Harbourfront Drive NE
Salmon Arm, BC V1E 4P1

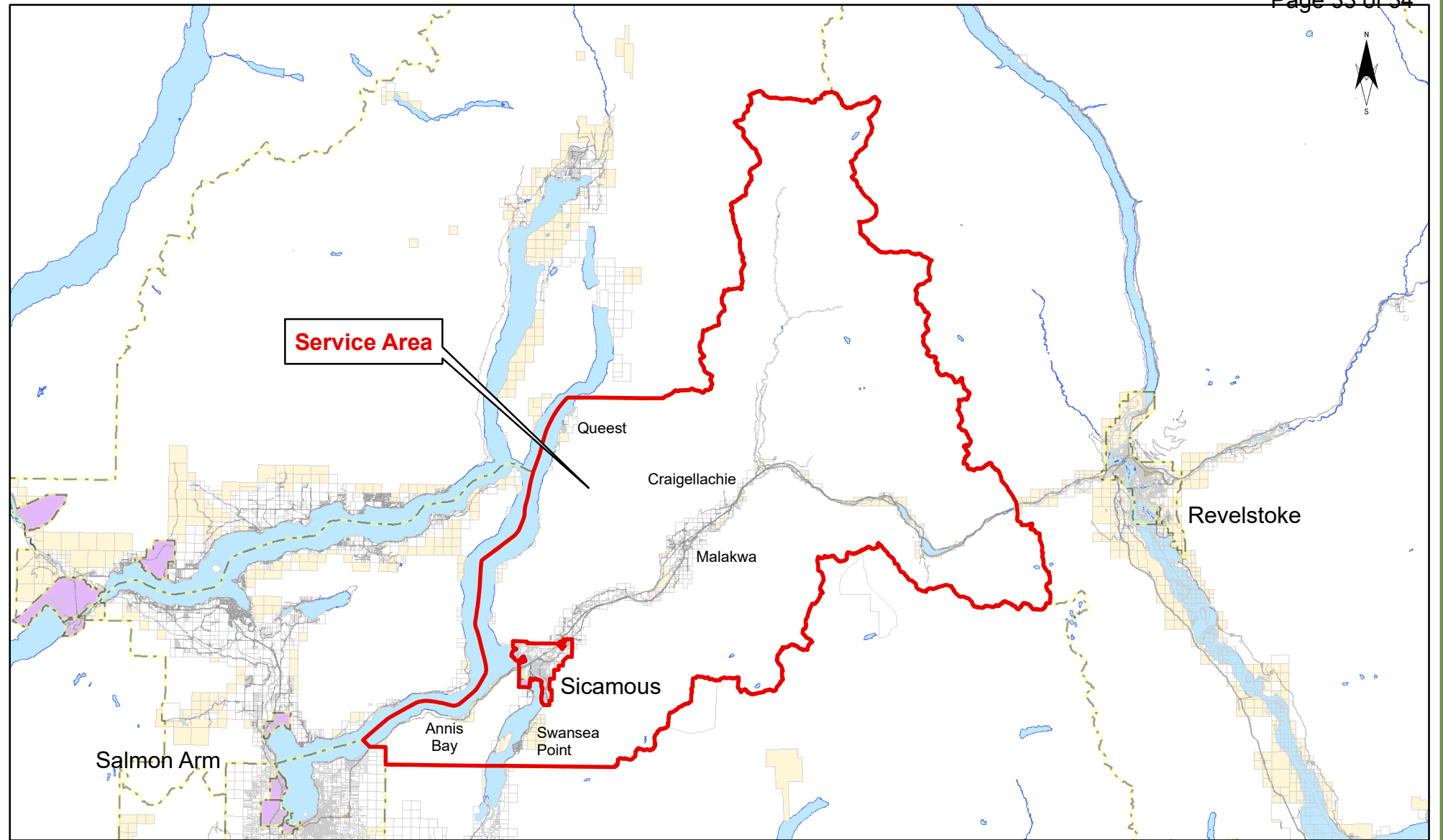
Date: October 13, 2017

Nad 83 CNT Datum
UTM Zone 11








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Service Area



Legend

-  Bylaw Boundary
-  CSRD Boundary
-  Parcel Boundary
-  Crown Land
-  Native Land
-  Road
-  Water

Schedule B

**Sub-Regional Building Inspection
Bylaw No. 5762**

Building Inspection - Area E



Scale: 1:500,000



Columbia Shuswap Regional District
555 Harbourfront Drive NE
Salmon Arm, BC V1E 4P1

Date: October 13, 2017
Nad 83 CNT Datum
UTM Zone 11

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Statutory Approval

Under the provisions of section 342

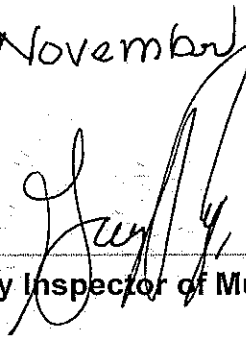
of the Local Government Act

I hereby approve Bylaw No. 5762

of the Columbia Shuswap Regional District,

a copy of which is attached hereto.

Dated this 28 ***day***
of November ***, 2017***


Deputy Inspector of Municipalities