

Majic, Purdy

LAW CORPORATION

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September 25, 2017

Columbia Shuswap Regional District
555 Harbourfront Drive NE
PO Box 978
Salmon Arm, BC V1E 4P1

VIA MAIL and EMAIL : dsutherland@csrd.bc.ca

Attn: Derek Sutherland

Dear Mr. Sutherland;

RE: Proposed Agreement between The City of Revelstoke and Columbia Shuswap Regional District for Fire Protection Services

Please be advised that we have been retained by the City of Revelstoke with respect to the above captioned proposed agreement. We have a copy of your email to Chief Girard of the City of Revelstoke dated September 20th, 2017.

First, with respect to the supply of the Utility Task Vehicle ("UTV") or Rough Terrain Vehicle ("RTV") to service the BC Hydro draw down lands, the proposal as set out in your email is generally acceptable to the City of Revelstoke provided that the UTV or RTV is supplied on or before April 1st, 2018. The proposed agreement will be modified, however, to stipulate that the City of Revelstoke would not be obligated to provide fire suppression services to the BC Hydro drawn down lands until such time as the UTV or RTV is supplied.

However, with respect to your proposal that the water tender support be provided by a third party contractor, that proposal is not acceptable to the City of Revelstoke, for numerous reasons, including, but not limited to:

1. Response time of the contractor;
2. 24/7 availability of the water tender, particularly in the winter months;

3. Training and safety standards of the contractor; and
4. On scene incident command;

While a contract could stipulate a minimum response time, availability, training and safety standards and provisions for on scene incident command, in the event of a breach of any such provisions by the contractor, and a loss is sustained, initial liability will most certainly be that of the City of Revelstoke. The City is simply not prepared to assume the potential liability.

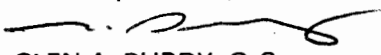
Further, if the City of Revelstoke were to contract out the supply of part of the fire suppression services, particularly the supply and operation of firefighting equipment, undoubtedly, the City will be faced with a challenge by the IAFF.

We understand from Chief Girard that you have been made aware of various water tenders that are immediately available, and in particular, that could be acquired prior to December 31, 2017. The requirement for the supply of the water tender should come as no surprise to the CSRD. The requirement to provide a water tender was in the first draft of the proposed new agreement forwarded by the writer to Ms. Turner of the CSRD on April 7th, 2016. While the terms of the proposed new agreement in that regard have been refined to an extent, the basic premise that the CSRD must supply the water tender has not changed.

The City of Revelstoke provided Notice to the CSRD on December 6th, 2016 of termination of the existing agreement effective December 31st, 2017. Unless a new agreement is entered between the City of Revelstoke and the CSRD prior to that date, including the supply of a water tender by that date, effective at midnight, December 31, 2017, the City of Revelstoke will cease providing fire suppression services in the CSRD.

The City of Revelstoke is simply not prepared to continue with an outdated agreement for the supply of crucial fire suppression services pursuant to an agreement that is over 35 years old. That agreement does not address the needs of the City of Revelstoke, nor the citizens of the CSRD.

Yours Truly
MAJIC, PURDY
Law Corporation, Per:


GLEN A. PURDY, Q.C.