Board of Directors, Columbia Shuswap Regional District  
c/o Charles Hamilton, CAO/CO  
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VIA E-mail: chamilton@csrd.bc.ca and lshykora@csrd.bc.ca

Dear Chair Martin and Board Directors,


I write in regards to efforts to negotiate a new, modern, fire services agreement to provide fire protection in a specified area of Area B and to provide some additional information for the Board’s consideration of Mr. Mooney’s report.

In his report, Mr. Mooney states that: In March 2017, the CSRD received a new draft Fire Protection Agreement for Area B from the Fire Chief...”. In fact, the first draft of a new fire protection agreement for the specified area of Area B was provided to CSRD staff in March of 2016. After discussion of that first draft agreement it was amended to reflect our discussions and a further draft was provided to the CSRD by the City’s solicitor in April of 2016. Since that time, the City has made sincere attempts to negotiate a replacement agreement for one that is 37 years old that meets the needs of the rural fire protection area, providing adequate response to protect property and persons in the fire service area and our Revelstoke firefighters.

The lack of fire hydrants or static water sources available year-round in the rural fire protection area means that water must be shuttled from hydrants in the City to suppress fires in the rural area. Experience has shown that one shuttle is insufficient to provide this service effectively. Simply put, the provision of an additional water tender for fire protection in the rural area is not an item that is ‘nice to have’ but one that we deem to be essential. Discussions between the City and CSRD staff about the need for an additional water tender for rural fire protection go back as far as early 2013 before a draft agreement was presented that reflected those discussions in early 2016.

Genuine efforts to reach an agreement on a replacement agreement have been ongoing for a number of years and have continued to this day. The City has looked for innovative
solutions and cost-saving measures for service provision but at the end of the day there are certain basic requirements, such as a water tender, that are non-negotiable in the view of the City. How the CSRD goes about acquiring and funding that requirement is for it to decide and we have offered suggestions in that regard over the applicable timeframe.

In regards to the notice of termination of the existing rural fire service agreement effective at midnight on December 31, 2017, in his report Mr. Mooney states: *This letter (referencing a letter from the City’s solicitor sent on September 25, 2017 reminding the CSRD of the imminent expiration of the current agreement amongst other things) came as a complete surprise to CSRD staff who were attempting to negotiate in good faith with the CoR staff.”* In fact, CSRD staff were advised in December 2016 that City Council had passed a resolution giving notice of the termination of the existing agreement effective on December 31, 2017. That resolution was received by the Regional District Board at its meeting in January 2017 so it is hard to understand how any of this could come “…as a complete surprise…”.

The City gave notice of termination to create an impetus and momentum towards arriving at a replacement agreement as the pace of negotiations and progress made during 2016 and before gave no indication that a replacement agreement was a priority of the CSRD or recognized the very real need to change the approach to fire fighting in the rural area and address the large liability to the City that the existing agreement does not address.

In his report, Mr. Mooney states that under the current proposal rural residents’ cost for fire protection service might increase by well over 160%. While we understand that is a large increase and cause for concern it is worth bearing in mind what the rural residents fire insurance premiums might be without fire protection. I would suggest that it is highly likely that those insurance premiums would increase by more than increased cost of the service.

The existing agreement, given its age and means of approval is not capable of being extended for an additional period of time after notice of its termination has been given. I therefore ask that you reject Mr. Mooney’s recommendation in his report and instruct your staff to redouble their efforts to resolve the matter or inform the rural service area residents that as of midnight on December 31, 2017 they will no longer have fire protection services and that they should contact their insurers to discuss same.

Yours truly,
City of Revelstoke

Allan Chabot, Chief Administrative Officer