



COLUMBIA SHUSWAP REGIONAL DISTRICT

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November 30, 2017

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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: CSR D 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 CSR D 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 CSR D consents.

As for a bylaw, the CSR D 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 CSR D 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.

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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