



May 25th, 2018

File: 0400-50-CSRSD Cost Sharing Issues

Columbia Shuswap Regional District Board
Box 978, 555 Harbourfront Drive NE
Salmon Arm, BC V1E 4P1
VIA EMAIL TO: chamilton@csrd.bc.ca

Dear Chair Martin and Board Members:

RE: Proposed Golden-Area A Core Facilities Contribution Agreement Establishment Bylaw

It is the purpose of this letter to convey the Town of Golden Council's unanimous adoption of the recommendations of the *Partnered Services Delivery Review Select Committee* to this body with respect to the above bylaw, its associated process, and pending the outcome of a referendum, a number of terms and conditions to follow in the development of a master agreement governed by CSRSD proposed bylaw No.5777.

More specifically, the following resolution was passed at a special meeting of Council held May 23rd, 2018:

THAT Council RECOMMEND to the Board of the CSRSD as a component of the 2018 general local election process, it seek assent of Electoral Area 'A' electors to be annually requisitioned the equivalent of 20% of the annual aggregate operating costs of the Golden Civic Centre, Golden Municipal Pool, Golden and District Seniors Centre, and Mount 7 Rec Plex provided that if successful will result in a 5 year fee-for-service master agreement that shall include but not be limited to provisions requiring:

- ***Administrative adjustments to the annual requisition as appropriate and practical, including escalation by the greater of either 2% or the previous year's Statistics Canada All Items Consumer Price Index (CPI) for the Province of British Columbia.***
- ***A dispute resolution clause stating verbatim:***
In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, the parties agree to submit the matter to a single arbitrator acting pursuant to the Arbitration Act of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. Either party may engage arbitration by delivering to the other party a Notice of Intention to Arbitrate (the "Notice"). The Notice shall set out the items in dispute and a summary of the position of the party delivering the Notice as to those items.



The place of arbitration shall be Golden, British Columbia. The arbitrator shall be chosen by agreement between the parties within 30 days of the delivery of the Notice and failing agreement between the parties the arbitrator shall be chosen by the International Commercial Arbitration Centre of British Columbia on the submission of either party, provided that the arbitrator shall be a person resident in the East Kootenay Region of British Columbia. The arbitrator shall make his or her determination within 45 days of the matter being submitted to them, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in his or her sole discretion. All matters of procedure shall be determined by the arbitrator.

- *A separate agreement wherein the CSRD will commit the equivalent of 40% of the annual aggregate capital needs of these four facilities as calculated by the Town of Golden through existing and ongoing condition assessments and algorithms associated with capital depreciation, pro-rated and amortized over a 10 year period.*
- *The requirement for CSRD capital contributions to be sourced from ongoing Federal Gas Tax' Community Works Fund (or future equivalent) receivables and kept in appropriate reserves by the CSRD, being released to the Town of Golden through an established protocol.*
- *a formal joint review to begin upon the 4th year of its duration, the basis for which the following guiding principles will be accounted:*
 - *that users of the facilities should pay an equitable share of their operating costs based on the scope of actual use by jurisdictional origin;*
 - *the extent to which facility operating partners are supported through taxation in either jurisdiction;*
 - *that use of the four facilities by visitors to the Golden area is a shared cost burden;*
 - *that the Town entertain in good faith proposals from the CSRD for a role in management of the facilities commensurate with its contributions;*
 - *that condition assessments and capital depreciation calculations drive capital reserve allocations and expenditures; and,*
 - *that the level of service provided by these facilities shall be commensurate with the level of joint funding supporting them.*
- *The requirement for the Town of Golden to continue as a minimum its current collection protocols for use data within the facilities while making best efforts toward improving these protocols.*

Notwithstanding this will constitute a process under your jurisdictional authority, Council understands and commits that we will work together to ensure a pro-active, mutually aligned, and responsive communications regime from now to October 20th, to provide objective, accurate, and promotional messaging to all constituents within the Golden area on this matter.

On behalf of Council and administration at the Town of Golden, our thanks to the board and staff of the CSRD in implementing this most important process for our greater constituencies.

Sincerely,


Jon Wilsgard
Chief Administrative Officer/
Corporate Officer

