



Regional District of Central Kootenay
CRESTON VALLEY SERVICES COMMITTEE
Open Meeting Agenda

Date: Tuesday, May 31, 2022

Time: 3:30 pm

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. WEBEX REMOTE MEETING INFO

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=mdc9407404c577478d015697460ccc841>

Join by Phone:

1-844-426-4405 Canada Toll Free
+1-604-449-3026 Canada Toll (Vancouver)

Meeting Number (access code): 2462 421 5079

Meeting Password: guNdQEpB332

2. CALL TO ORDER

Chair Comer called the meeting to order at [Time] p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

RECOMMENDATION:

The agenda for the May 31, 2022 Creston Valley Services Committee meeting be adopted as circulated.

5. RECEIPT OF MINUTES

The May 5, 2022 Creston Valley Services Committee minutes, have been received.

6. **DELEGATE**
No delegate.

7. **STAFF REPORTS**

7.1. **Fire Services Agreements**

4 - 70

The Fire Service Agreement, Fire Hall Lease, and Fire Apparatus Lease from Jared Riel, Creston Fire Chief, re: Fire Services Agreements, has been received.

RECOMMENDATION:

That the Creston Valley Services Committee support the Board approve the RDCK enter into a Fire Service Agreement with Town of Creston for fire and rescue service in Canyon-Lister for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents;

AND FURTHER, that the costs be paid from Service No. 130 Fire Protection - Area B.

RECOMMENDATION:

That the Creston Valley Services Committee support the Board approve the RDCK enter into a Lease Agreement with Town of Creston for the Fire Hall located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property"); for the period June 16, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

RECOMMENDATION:

That the Creston Valley Services Committee support the Board approve the RDCK enter into a Lease of Fire Apparatus Agreement with Town of Creston for fire protection and emergency response services in Canyon-Lister for the period January 1, 2022 to December 31, 2023, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

7.2. **Creston Valley Fire Service Regulation Bylaw No. 2744, 2022**

71 - 84

The Report dated May 9, 2022 from Tom Dool, Research Analyst, re: Creston Valley Fire Service Regulation Bylaw No. 2744, 2022, has been received.

RECOMMENDATION:

That the Creston Valley Services Committee support the Board adopting Creston Valley Fire Service Regulation Bylaw No. 2744, 2022.

8. **NEW BUSINESS**
No items.

9. PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ a.m./p.m.

10. NEXT MEETING

The next Creston Valley Services Committee meeting is scheduled for July 7, 2022 at 9:00 a.m.

11. ADJOURNMENT

RECOMMENDATION:

The [Name of Commission] meeting be adjourned at [Time].

THIS AGREEMENT, dated for reference the _____ day of _____ 2022,

BETWEEN:

TOWN OF CRESTON, a duly incorporated Town under the laws of the Province of British Columbia, having an office at 238 10TH Avenue North, PO Box 1339, Creston, British Columbia, V0B 1G0

(hereinafter called the "**Town**")

AND:

REGIONAL DISTRICT OF CENTRAL KOOTENAY, a duly incorporated Regional District under the laws of the Province of British Columbia, having an office at PO Box 590, 202 Lakeside Drive, Nelson, British Columbia, V1L 5R4

(hereinafter called the "**Regional District**")

WHEREAS the Town has established and operates a fire and rescue service under and pursuant to its *Fire Service Bylaw No. 1928, 2021*;

AND WHEREAS pursuant to the Service Establishment Bylaw, the Regional District has established the Service Area for the provision of fire and emergency services in portions of Electoral Area "B", which Service Area is proximate to the municipal boundaries of the Town;

AND WHEREAS the Regional District wishes to contract for, and the Town has agreed to provide, the Services to the Service Area;

AND WHEREAS under section 332(3) of the *Local Government Act* (B.C.) a regional district service may be operated through another public authority and under section 263(1)(b) of the *Local Government Act* (B.C.), the Regional District may enter into an agreement with such public authority in connection with the provision of that service;

AND WHEREAS under section 13 of the *Community Charter* (B.C.) the Town may provide a service in an area outside of the municipality and, under section 23 of the *Community Charter* (B.C.), may enter into an agreement with another public authority in connection with the provision of such service;

AND WHEREAS this Agreement constitutes the consent of the Regional District to the provision of the Services by the Town;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:

- (a) **“Agreement”** means this agreement, including all schedules hereto, and all additions or amendments made to it from time to time by written agreement of the Parties;
- (b) **“Alternative Water Supply”** means one or more alternative water supplies in the Service Area that meet the specifications set forth in section 6.1(a), to be funded, developed and maintained as provided in Article 6.0 and Schedule D;
- (c) **“Annual Service Fee”** means the amount paid to the Town by the Regional District in consideration of the provision of the Services, in accordance with Article 7.0;
- (d) **“BCEHS”** means BC Emergency Health Services, including BC Ambulance Service;
- (e) **“Business Day”** means any day other than a Saturday or holiday, as the latter is defined in the *Interpretation Act*, R.S.B.C., 1996, c. 238;
- (f) **“CPI”** means the Consumer Price Index for All Items, for British Columbia, as published by Statistics Canada in *Table 18-10-00501, Consumer Price Index, annual average, not seasonally adjusted*;
- (g) **“Designate”** means the person who, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department;
- (h) **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165;
- (i) **“Fire Chief”** means the individual appointed by the Town to be the fire chief of the Fire Department;
- (j) **“Fire Department”** means Creston Fire & Rescue Services operated by the Town;
- (k) **“Fire Hall”** means the fire hall located at 2850 Lister Road in the Service Area;
- (l) **“Fire Services Bylaw”** means the Town’s *Fire Services Bylaw No. 1928, 2021*;
- (m) **“Incident”** means an event or situation to which the Fire Department has been dispatched;
- (n) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c. 1;

- (o) **“Operational Bylaw”** means the Regional District of Central Kootenay *Creston Valley Fire Service Regulation Bylaw No. 2744*;
- (p) **“Ordinary Jurisdiction”** means the response area within the municipal boundaries of the Town, the Service Area and the other portions of Electoral Areas “A”, “B” and “C” of the Regional District to which the Fire Department currently provides emergency response services under contract with the Regional District, as shown in the map on Schedule B. For certainty, the Ordinary Jurisdiction shall include any responses by the Fire Department in connection with the *Creston and Electoral Areas A, B, and C Jaws of Life Local Service Area Establishment Bylaw No. 1142, 1995* (as amended) (“Bylaw No. 1142”) and under the service agreement with the Lower Kootenay Indian Band described in section 14.2;
- (q) **“Parties”** means the Regional District and the Town, including their respective successors and permitted assigns, and **“Party”** means any one of them;
- (r) **“Provincial Training Standards”** means the minimum mandatory training requirements for fire services personnel established from time to time by the Fire Commissioner pursuant to paragraph 3(3)(b) of the *Fire Services Act*;
- (s) **“Service Area”** means the service area established by the Regional District for the provision of fire and emergency services in a portion of Electoral Area “B” pursuant to the *Lister, Canyon, Huscroft and Riverview Fire Protection Service Area By-law No., 285 (1979)*, as amended;
- (t) **“Services”** means and includes only the Services described in Schedule A; and
- (u) **“Term”** means the term of this Agreement as provided for under section 2.1.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (b) the term “personal information” as used in section 3.11 means personal information as defined in FIPPA;
- (c) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (d) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;

- (e) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of either Party;
- (f) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (g) headings used herein and the division of this Agreement into Articles, sections subsections, paragraphs and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Schedules

1.3 The following schedules are hereby incorporated into and form part of this Agreement:

Schedule A: Services;

Schedule B: Ordinary Jurisdiction;

Schedule C: Service Area's 2022 Operating Budget;

Schedule D: Funding for Alternative Water Supplies;

Schedule E: Apparatus and Equipment; and

Schedule F: Forms of Lease Agreements.

2.0 TERM

2.1 This Agreement is for a term commencing on the date first written above and continuing until 31 December 2023 (the "Term").

2.2 The Parties have agreed to integrate this Agreement with the Wynndel Fire Protection Services Agreement, entered into between the Parties with effect as of 1 January 2019, with the intention of creating a single service agreement covering both the Service Area and the Wynndel service area. To that end, the Contract Managers will commence a review of the two agreements and integration of same starting no later than 1 March 2023, with a view to finalizing such integrated agreement on or before 1 January 2024. The Parties recognize and agree that the stated termination date in section 9.01 of the Wynndel Fire Protection Services Agreement incorrectly stipulates 31 December 2024 as the end date for that contract, whereas the 60-month term actually expires on 31 December 2023. Nothing in this section 2.2 shall be interpreted as preventing or restricting either party from terminating either or both such agreements in accordance with its or their terms.

3.0 SERVICES

- 3.1 The Regional District hereby engages the Town to provide the Services, as more particularly described in Schedule A, within the Service Area, and the Town agrees to provide the Services on the terms and subject to the conditions of this Agreement.
- 3.2 The Services will be provided using all of the fire protection equipment and personnel available to the Town, in substantially the same manner and to the same extent, as if the Service Area was located within the corporate boundaries of the Town (including, without limitation, the level of service established by the Town for the Fire Department under and in accordance with the Provincial Training Standards). Emergency responses will be provided on a 24-hour a day, seven day per week basis.
- 3.3 Notwithstanding section 3.1, calls for medical assist or ambulance assist from BCEHS will be provided in the Service Area only if sufficient trained personnel are available to respond out of the Fire Hall when such Incident arises, unless otherwise determined by the Fire Chief or Designate, in his or her sole discretion.
- 3.4 The Town will use its reasonable best efforts to ensure that the Fire Hall is assigned with at least 10 regularly responding members, properly equipped and trained to at least the Exterior Operations Service Level (or better) under the Provincial Training Standards. In the event that the number of regularly responding members drops below 10, the Town's Contract Manager will immediately inform the Regional District's Contract Manager and the Parties will work collaboratively to address the staffing shortfall. The Town acknowledges that maintaining such minimum staffing level is essential to the Service Area's rating from the Fire Underwriters.
- 3.5 The Town will maintain and equip, staff and operate the Fire Hall, with the exception of the fire apparatus, equipment and repairs listed in, and otherwise subject to, Schedule E. The Town and Regional District will enter into lease arrangements for the fire apparatus owned and supplied by the Regional District, as identified in Schedule E, for nominal consideration and otherwise on the terms and subject to the conditions set forth in Schedule F. The Town and the Regional District will enter into lease arrangements relating to the Fire Hall for nominal consideration and otherwise on the terms and subject to the conditions set forth in Schedule F.
- 3.6 The Town, in cooperation with the Regional District and subject to funding provided by the Regional District, will manage the development, maintenance and operation of any Alternative Water Supplies established in the Service Area as provided in Article 6.0 and any separate agreement between the Parties relating thereto.
- 3.7 In providing the Services within the Service Area, the Fire Department, the Fire Chief, the Officers and members are authorized by the Regional District to exercise the powers and authority granted under the Operational Bylaw.

- 3.8 The Fire Chief, Designate or Officer-In-Charge has the discretion to determine the number of Fire Department personnel and the apparatus and equipment that are required to be deployed in response to an Incident within the Service Area.
- 3.9 The Fire Chief, Designate or Officer-In-Charge has the discretion to assign the priority of response to concurrent Incidents.
- 3.10 The Fire Chief will develop Incident response protocols that seek to optimize emergency responses to incidents in the Service Area, such protocols to include, where appropriate, responses from all fire halls (including the Fire Hall) operated by the Town.
- 3.11 The Town will maintain appropriate records related to the provision of the Services in the Service Areas, including: budgets, revenues and expenditures; Incident reporting; training records; apparatus, equipment and maintenance records; inventory control; and personnel records. The Town will ensure that all personal information contained in the records it maintains in accordance with this Agreement and related to the provision of the Services will be collected, accessed, used, disclosed and securely stored in accordance with FIPPA. In relation to FIPPA:
- (a) the Regional District and the Town both acknowledge and agree that the printed, electronic and other records produced and maintained by the Town for the purpose of, or in connection with, the provision of the Services are, for the purposes of FIPPA, in the custody or under the control of the Town;
 - (b) the Town shall process any requests under FIPPA for access to a record related to the Services in a timely fashion and copy the Regional District on any such response in relation to requests which affect or involve the Service Area; and
 - (c) the Regional District, in accordance with section 11 of FIPPA, will transfer to the Town any requests for access to a record related to the Services where such record is in the custody or under the control of the Town.
- 3.12 The Town will provide an annual report to the Regional District on its emergency response activities within the Service Area and such interim updates, including relevant financial reporting, as may reasonably be requested by the Regional District.
- 3.13 The Town has sole discretion to determine the extent of enforcement of the Operational Bylaw in the Service Area, with the understanding that fees and penalties described in, or which may be assessed or levied pursuant to, such bylaw shall be reasonably and fairly applied. The Town is responsible for collecting, and may retain, any fees or penalties levied against Service Area residents. Revenues for each year collected in connection with such fees and penalties will be reported by the Town to the Regional District. Where the Town wishes to undertake enforcement of the Operational Bylaw in the Service Area, it will notify the Regional District and the Parties will work cooperatively to effect such enforcement. In no case will the Regional District be liable to the Town for any unpaid fees or penalties.

4.0 REGIONAL DISTRICT RESPONSIBILITIES

4.1 The Regional District will have the following obligations to enable and/or support the provision of the Services in the Service Area by the Town:

(a) make available for use by the Town the fire apparatus identified in Schedule E, such apparatus:

(i) to meet CAN/ULC *Standard for Automobile Fire Fighting Apparatus S-515* and/or National Fire Protection Association *NFPA 1901: Standard for Automotive Fire Apparatus*, in each case in effect at the date of the manufacture of such apparatus; and

(ii) the requirements of the Fire Underwriters as to maximum age,

to enable the provision Services in the Service Area. The Parties agree that the apparatus currently existing and in use meet such requirements, or expressly waive these requirements in relation to such apparatus. The Regional District will lease such apparatus, or any replacement apparatus to the Town on the terms and subject to the conditions of the form of vehicle lease attached as Schedule F hereto. The Town and Regional District acknowledge that the main Engine being provided, as listed in Schedule E, is more than 20 years old. The Town will undertake the annual testing and certification required by the Fire Underwriters for apparatus which is more than 20 years old, and provide copies of the results of such testing and certification to the Regional District and the Fire Underwriters. The Parties recognize that current capital plans provide for a replacement of the Engine by 2025;

(b) provide the firefighting and ancillary equipment necessary for the provision of the Services in the Service Area as set out in Schedule E, such equipment to meet the requirements of the *Workers Compensation Act*, R.S.B.C 2019, c.1 and regulations made thereunder, as well as the relevant National Fire Protection Association standards. The Parties agree that the firefighting and ancillary equipment currently existing and in use meet such requirements, or expressly waive these requirements in relation to any such equipment, and that ownership of such firefighting and ancillary equipment, or any replacements therefor, is and will remain with the Regional District;

(c) lease the Fire Hall to the Town for nominal consideration on the terms of the form of lease attached as Schedule F, such lease to be co-terminus with this Agreement. The Regional District shall be responsible for the capital maintenance associated the Fire Hall, while the Town shall be responsible for managing the regular maintenance thereof. For certainty, the maintenance costs associated with the Town's maintenance obligations form part of the Annual Service Fee;

- (d) maintain and update, as reasonably required, the bylaws establishing the Service Area and authorizing the provision of fire protection and emergency response services, including the contracting out of such services to the Town;
- (e) maintain and update, as reasonably required, the Operational Bylaw;
- (f) support and fund the development and maintenance of Alternative Water Supplies as provided in Article 6.0;
- (g) provide map data, in a format to be agreed by the Parties, showing the location of all roadways, lanes, bridges and other access routes within the Service Area, such map data to be updated not less than annually;
- (h) provide property data within the Service Area for incident reporting, fire prevention and bylaw compliance, in a format compatible with the Fire Department's records management software, such property data to be updated not less than annually; and
- (i) provide reasonable ongoing assistance as may be requested by the Town in connection with the recruitment and retention of members in the Service Area, including hosting of information on the Regional District's website, outreach efforts in the community and participation by the Regional District in volunteer recognition events.

4.2 The Regional District will take reasonable steps annually to notify residents and property owners within the Service Area:

- (a) of the location of the Fire Department;
- (b) of the phone number(s) to be used in order that prompt notification can be given of the occurrence of a fire or other emergency within the Service Area;
- (c) of the limits on the Fire Department's ability to provide the Services as a result of limitations on the availability of water for firefighting purposes within the Service Area and any other factors noted in this Agreement;
- (d) that the Fire Department is not required to provide the Services to any property where adequate and sufficient access is not maintained in accordance with this paragraph and that it is the responsibility of each property owner to provide adequate and sufficient access to the owner's property during all seasons of the year, including, but not limited to, ensuring the following issues are addressed:
 - (i) snow and ice are removed to enable passage of fire apparatus and/or Fire Department personnel; and
 - (ii) that driveways are clear of debris and overhanging obstructions, and of sufficient width to enable the passage of fire apparatus;

- (e) that the Fire Department will not take its fire apparatus to any private property by way of crossing a private bridge on that property that has not been engineered and constructed to meet the acceptable standards regulating bridge design, construction, maintenance and inspection, and that it is the responsibility of property owners and occupiers to provide reasonable evidence in advance to the Town and the Fire Department that any private bridge on their property meets those requirements; and
- (f) of the responsibility of property owners and occupiers to ensure that correct civic property numbering is displayed on all properties, and is readily visible from the public roadway.

5.0 LIMITATIONS ON SERVICES

5.1 It is acknowledged and agreed by the Regional District that the Town shall not be considered to be in breach of this Agreement or negligent in providing the Services to the Service Area if the Fire Department has insufficient or no fire personnel and/or apparatus and equipment to provide the Services to the Service Area adequately or at all in response to any incident at any given time by reason of having properly deployed its personnel, apparatus or equipment outside its Ordinary Jurisdiction for any one or more of the following reasons:

- (a) a response under an approved Emergency Management British Columbia response task number;
- (b) a response under a mutual or automatic aid or service agreement;
- (c) a response to a request for assistance by BC Wildfire Services in relation to a wildfire or interface fire within the Regional District, including any incorporated municipality located therein;
- (d) where the Town Manager or designate, or in their absence, the Emergency Operations Centre Director, has given approval for extra-jurisdictional operations in accordance with the policies or guidelines of the Council of the Town;
- (e) in connection with the provision of assistance in a declared Provincial or local state of emergency within British Columbia; or
- (f) in any other circumstances where the Fire Department is conducting extra-jurisdictional activities as authorized under or in accordance with the Town's Fire Service Bylaw.

5.2 The Regional District recognizes that the Services provided by the Town are principally undertaken by individuals who are paid-on-call members. The Regional District acknowledges that the response to any particular incident within the Service Area may be adversely affected in circumstances where insufficient paid-on-call members turn out or

such turn out is delayed. The Regional District agrees that such a situation shall not constitute a breach of this Agreement.

- 5.3 The Regional District acknowledges and agrees that, for occupational health and safety reasons, the Department cannot cross private bridges in the Service Area unless the Town has received satisfactory evidence from a qualified engineering professional that such bridges are properly designed and capable of carrying the weight of the Department's apparatus, and are properly maintained. The Parties will cooperate to identify any such bridges in the Service Area, and the Regional District will inform property owners of the requirements for qualification and the limitation on the Services available to such property owners where unqualified bridges exist. Upon identification of any such bridges, the RDCK will apply its policy – "Bridges on Private Property in RDCK Fire Service Areas" (Policy 700-01-01, as same may be amended) – to such bridges and provide to the Town any information collected pursuant to such policy.

6.0 ALTERNATIVE WATER SUPPLIES

- 6.1 The Regional District and the Town each acknowledges the need for development of Alternative Water Supplies within the Service Area and the Parties agree to cooperate in the development of same on the following basis:
- (a) an Alternative Water Supply will be a source of water of not less than 10,000 US gallons suitable for use by the Fire Department in connection with delivering the Services and accessible and available year-round;
 - (b) the Parties will collaborate to identify appropriate sites within the Service Area as the locations for Alternative Water Supplies; provided, however, that the Regional District shall be responsible for making the final determination and accepting or rejecting any potential site;
 - (c) the Regional District is responsible for funding the development, operation and maintenance of Alternative Water Supplies within the Service Area, including, if necessary, the purchase or lease of the land necessary for same, as provided in Schedule D;
 - (d) following agreement between the Parties upon one or more appropriate sites and procurement of same by the Regional District, and subject to funding by the Regional District, the Town will be responsible for developing each Alternative Water Supply, and for the on-going operation and maintenance thereof, the cost of which will be billed to the Regional District as contemplated by Schedule D.
- 6.2 The Contract Managers will cooperate to develop a strategic plan in relation to Alternative Water Supplies in the Service Area, identifying the number required and best locations for such Alternative Water Supplies.

7.0 ANNUAL SERVICE FEE AND ALTERNATIVE WATER SUPPLIES FUNDING

7.1 In consideration for the provision of the Services by the Town to the Service Area, the Regional District shall pay an Annual Service Fee in accordance with this Article 7.0. The Annual Service Fee for 2022 shall be the amount of \$227,756.20; provided, however, that the amount to be paid to the Town for 2022 will be reduced by the amount actually expended by the Regional District to the date of this Agreement in accordance with the Operating Budget set out in Schedule C, in relation to the Department's operations since 1 January 2022. The amount of such expenditure shall be set out in a certificate signed by the RDCK's Contract Manager and dated the date of this Agreement. The 2022 Service Fee shall be paid by the Regional District to the Town on or before 31 August 2022.

7.2 The Annual Service Fee for each succeeding year of this Agreement may be increased by the Town, by an amount equal to the greater of the following:

- (a) the amount obtained by multiplying the prior year's Annual Service Fee by one percent (1%); or
- (b) the amount obtained by multiplying the prior year's Annual Service Fee by the percentage change in the CPI for prior calendar year.

The Town will notify the Regional District of the amount of the increase in the Annual Service Fee by 21 January in each calendar year, as well as the Statistics Canada CPI tables used for the purposes of any calculation made under paragraph 7.2(b). Except as provided in section 7.7, no other adjustment will be made to the Annual Service Fee during the Term of this Agreement.

7.3 The Town will invoice the Regional District for the Annual Service Fee on or before 15 February of each calendar year during the term of this Agreement commencing in 2023. Payment of such invoice by the Regional District is due on or before the last Business Day of August of each such year.

7.4 The Annual Service Fee includes an administration fee charged by the Town for the Service Area and is based upon the 2022 operating budget for the Service Area as set out in Schedule C, subject to the annual increase for CPI.

7.5 The Regional District is responsible for funding the development and on-going operation and maintenance of any Alternative Water Supplies. The Regional District will reserve funds for these purposes in accordance with Schedule D. Prior to the development of any Alternative Water Supply, the parties will enter into a separate development, operation and maintenance agreement. The Town will separately invoice for its costs related to the on-going operation and maintenance of the Alternative Water Supply in accordance with such separate agreement.

7.6 If the Regional District fails to pay any amount payable under this Agreement within the time specified therefor, then the amount of such late payment will incur interest at the rate of 1.5% per month, accrued and compounded monthly, for each calendar month or portion

thereof during which it remains unpaid. Notwithstanding the foregoing, the failure of the Regional District to pay any amount when due and owing constitutes a default under this Agreement.

7.7 Notwithstanding section 7.2, in the event of change in statutory or regulatory requirements that materially impacts the cost of delivering the Services, including any requirement to deliver expanded or increased services, the Town, on written notice to the Regional District specifying:

- (a) the statutory or regulatory change and its impact on the Services; and
- (b) the additional costs associated with meeting such statutory or regulatory change;

may increase the Annual Service Fee in relation to the Service Area to meet such increased cost, such increase to take effect commencing with the setting of the next Annual Service Fee increase under section 7.2 (such amount to be increased or prorated as required to address the actual timing of the impact of the statutory or regulatory change).

7.8 In the event that the Regional District disputes the impact of the statutory or regulatory change, or the quantum of the Service Fee increase identified in the notice delivered by the Town pursuant to section 7.7, the Parties shall settle the matter by applying the dispute resolution processes set out in Article 12.0.

8.0 CONTRACT ADMINISTRATION AND REPORTING

8.1 Each Party will designate one individual as a Contract Manager, who will be that Party's primary point of contact for all questions and issues relating to, and the general administration of, this Agreement and the provision of Services hereunder. The Town's Fire Chief will be the Contract Manager for the Town during the Term, unless the Town notifies the Regional District otherwise. The Regional District's Regional Fire Chief will be the Contract Manager for the Regional District during the Term, unless the Regional District notifies the Town otherwise.

8.2 The Town will, by 1 February during each year of the Term, prepare and deliver to the Regional District a written report containing a reasonably detailed description of the Services provided during the preceding calendar year, including details on:

- (a) the previous year's financial expenditures related to the Service Area;
- (b) total number of incidents in the Service Area broken down by event type;
- (c) major fire prevention activities during the previous year;
- (d) current roster details, including number of members regularly responding out of the Fire Hall and the members' respective training levels; and

(e) such other details as may be agreed in writing between each Party's Contract Manager.

8.3 On written request from the Regional District's Contract Manager, the Town will provide a report on specific incidents, or copies of financial or other records related to the Service Area or delivery of the Services, as may reasonably be requested.

8.4 The Contract Managers will meet not less than annually to review the delivery of the Services in the Service Area, including in such review the state of the capital assets in the Service Area and anticipated capital requirements as against available reserves.

9.0 INDEMNIFICATION AND INSURANCE

9.1 The Regional District indemnifies and saves harmless the Town and its elected officials, officers, employees and agents from and against all Claims which the Town may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Town or any breach by the Town of any of its obligations, representations, warranties or covenants under this Agreement.

9.2 The Town indemnifies and saves harmless the Regional District and its elected officials, officers, employees and agents from and against all Claims which the Regional District may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Town or any breach by the Town of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement.

9.3 The Parties agree to each obtain and maintain a comprehensive general liability insurance policy against claims for bodily injury, including death, property damage or other loss arising out of the performance of the obligations of each of them under this Agreement or to include coverage for those matters within the insurance program for their other operations. Each policy or addition to their insurance program shall be written on a comprehensive basis with inclusive limits of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence or such higher limits as the Parties may agree from time to time. If this Agreement is terminated prior to the expiration of the Term, the Parties agree to maintain the respective policies for two (2) years after the date of such termination.

9.4 The Town will, at its own expense, during the entire term of this Agreement, maintain workers' compensation coverage for all individuals employed by the Fire Department, whether as career, work experience or volunteer/paid-on-call members.

9.5 The Town will, at its own expense, during the entire term of this Agreement, maintain appropriate automobile insurance on its owned or leased apparatus used in the provision of the Services, as required by the laws of the Province of British Columbia, and, where relevant, in accordance with the terms of any motor vehicle lease agreement. For certainty, this section 9.5 applies to the fire apparatus leased to the Town by the Regional District pursuant to Schedule E and Schedule F hereof, albeit the cost of such insurance is a cost properly attributable to the Service Area and will be included in the Annual Service Fee.

10.0 DEFAULT AND TERMINATION

10.1 If either Party is in breach of this Agreement, and such breach is not corrected within 30 days after written notice thereof has been provided by the other Party, the Party not in breach may terminate this Agreement, subject to the transition provisions set out in Article 11.0.

10.2 This Agreement may be terminated by either Party, for any reason, by such Party providing not less than 12 months' written notice to the other Party of its intention to so terminate or such other notice period as may be agreed in writing by the Parties. Any termination notice so delivered must take effect as of a calendar year-end (31 December).

11.0 TRANSITION ON TERMINATION

11.1 In the event that this Agreement terminates for any reason, the Parties will work cooperatively to transition the provision of the Services from the Town back to the Regional District, or to such other person as the Regional District may designate. Both Parties acknowledge and agree that, during the transition period, and before transition has been completed:

- (a) the continued provision of the Services to the Service Area during the transition period is essential and Town will use all commercially reasonable efforts to ensure the uninterrupted provision of the Services; and
- (b) during the transition period, the Regional District will continue to pay the costs and charges provided for hereunder in relation to the Services and the terms of this Agreement will apply until the transition is completed.

11.2 The transition contemplated by section 11.1 shall, among other things, include:

- (a) the re-assignment or novation of any service agreement under which the Town is, at the time of the transition, providing emergency response services to the Lower Kootenay Indian Band as a result of the service agreement assignment or novation contemplated by section 14.2;
- (b) the transfer from the Town to the Regional District of the employment of Fire Department paid-on-call or volunteer members who live in the Service Area and are regularly responding out of the Fire Hall; and

- (c) the termination of any leases, and return of capital assets (including transfer of ownership in the fire apparatus) associated with the Fire Hall.

12.0 DISPUTE RESOLUTION

- 12.1 The Parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in connection with the administration, operation or interpretation of this Agreement or delivery of the Services hereunder, amicably through discussion in good faith with a view to providing quality public service at a reasonable cost. In relation to any dispute or issue (a “Dispute”), the following escalation processes shall apply:
 - (a) the Contract Manager of the Party raising the Dispute shall provide written notice to the other Contract Manager identifying with reasonable detail the matters of concern. The Contract Managers will then attempt to settle the Dispute between them;
 - (b) if the Contract Managers are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of the provision of written notice under subsection 12.1(a) (or such shorter or longer period as they may mutually agree), the Dispute shall be escalated for consideration by the Town’s Chief Administrative Officer and the Regional District’s Chief Administrative Officer;
 - (c) if the Town’s Chief Administrative Officer and the Regional District’s Chief Administrative Officer are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of its escalation to them under subsection 12.1(c) (or such shorter or longer period as they may mutually agree), the Dispute shall be resolved in accordance with section 12.2.
- 12.2 Disputes not capable of resolution through the processes provided under section 12.1 shall be submitted to arbitration pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2, to a single arbitrator appointed jointly by the Parties.
- 12.3 No person shall be nominated to act as an arbitrator who is in any way financially interested in this Agreement or in the business affairs of either Party.
- 12.4 If the Parties cannot agree on the choice of any arbitrator, each Party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 12.5 The award of the arbitrator shall be final and binding upon the Parties.
- 12.6 Each Party will bear its own costs in relation to its own participation in the arbitration, and share equally the costs of the arbitrator and ancillary or administrative costs related to running the proceedings.
- 12.7 The Town shall not interrupt or delay the provision of the Services as a result of any Dispute contemplated by this Article 12. In the event that the Dispute results in the

termination of this Agreement, the Termination Transition provisions in Article 11.0 shall apply.

13.0 FORCE MAJEURE

13.1 The Town shall not be responsible or liable in any way for any delays in or suspension of its obligations under this Agreement caused by: (a) acts of God; (b) restrictions, regulations or orders of any government authority or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour disputes; (d) fires or other loss of facilities; (g) acts of war (whether declared or undeclared), terrorism, sabotage or similar incidents or events; or (h) any other causes beyond the reasonable control, and not the result of the fault or neglect, of the Town (collectively, a “Force Majeure Event”).

13.2 Where there has been a Force Majeure Event:

- (a) the Town will take commercially reasonable steps to end, address and/or mitigate the effects of such Force Majeure Event; and
- (b) the Town and the Regional District will work collaboratively to develop the necessary work arounds to ensure the continued provision of the Services, to the extent possible, during the Force Majeure Event.

14.0 TRANSITIONAL PROVISIONS

Local Assistants to the Fire Commissioner

14.1 The Parties acknowledge and agree that the Canyon-Lister Fire Chief is currently the local assistant to the Fire Commissioner (the “LAFC”) for the Service Area. The Parties will cooperate to notify the Fire Commissioner, and seek the following:

- (a) confirmation of the continuation of the Canyon-Lister Fire Chief’s appointment as an LAFC in Service Area; and
- (b) the extension of the authority of the Town’s Fire Chief (and others designated by him or her) to act as an LAFC in respect of the Service Area, as well as each of the other Regional District fire service areas into which the Town provides fire protection services.

Lower Kootenay Indian Band Fire Service Agreement

14.2 The Parties acknowledge and agree that the Regional District provides fire protection and assistance response to the Lower Kootenay Indian Band (the “LKIB”), pursuant to an agreement dated 15 July 2019 (the “2019 Agreement”). This service is provided out of the fire hall located in the Service Area. The Town has notified the LKIB of the service

transition contemplated by this Agreement and received confirmation that the LKIB does not object to the assignment of the 2019 Agreement. As such, the Parties hereby agree:

- (a) the rights and obligations of the Regional District under the 2019 Agreement are hereby assigned to the Town with effect as of the date hereof; and
- (b) the Parties will cooperate to prepare and execute a novation agreement, to be entered into between the Town, the Regional District and the LKIB, following the effective date of this Agreement. The provisions of section 15.12 shall apply with respect to such novation.

Alterations to the Title and Status of the Canyon-Lister Fire Chief

- 14.3 The Parties agree that the Canyon-Lister fire chief shall retain his title following his transfer of employment from the Regional District to the Town; provided that, for operational purposes, the Canyon-Lister fire chief shall be considered an “Officer” in the Fire Department and shall, as an employee of the Town, be subject to the oversight, control and direction of the Town’s Fire Chief. In the event that the Town wishes to change the title applicable to the existing Canyon-Lister fire chief, or any person who may succeed him, the Town’s Contract Manager will first consult with the Regional District’s Contract Manager regarding such proposed change.

Fire Underwriters

- 14.4 The Parties will work cooperatively to inform the Fire Underwriters of the change in service provision contemplated by this Agreement, with a view to ensuring that the Fire Underwriters understand that, for fire suppression purposes, the Service Area will be treated as an extension of, and is fully integrated with, the Town’s ordinary fire protection service area. In the event that, for any reason, the Fire Underwriters determine that the rating for the Service Area is to be reduced from its current “Dwelling Protection Grade 3B” rating, the Contract Managers will consult on the matter and cooperate to try to address the issues which the Fire Underwriters have indicated adversely affected the Service Area’s rating.

Employment of Canyon-Lister Members and Officers

- 14.5 The Parties will work cooperatively to effect the transfer of employment of the members and officers in the Canyon-Lister Volunteer Fire Department from the Regional District to the Town. Such a transfer will include, among other things, contemporaneous termination and offer letters from the Regional District and Town respectively. The Parties will ensure that proper and comprehensive communication is undertaken with the affected members and officers.

15.0 GENERAL

Governing Law

15.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severance

15.2 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

Amendments

15.3 This Agreement may not be modified or amended except with the written agreement of both of the Parties.

No Agency

15.4 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the Parties hereto.

Notices

15.5 Any notice or other communication required or permitted to be given hereunder, other than an emergency notice given under section 15.6, will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:

(a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

(b) If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other Parties of any change of address or contact details.

Emergency Notices

15.6 In the event that a Party needs to contact the other Party as a result of an emergency impacting the Services or the Service Area, including in circumstances where an event of force majeure has been or may be declared by the Town, the following process will apply:

- (a) the Regional District may contact, by telephone, the Town's Contract Manager at 250 402 8295 or duty officer at (or such other number or numbers as the Town may notify to the Regional District from time to time); and/or
- (b) the Town may contact, by telephone, the Regional District's Contract Manager at 250 352-8198, or failing reaching such individual, the Regional District Duty Officer 250 352 -1533 (or such other number or numbers as the Regional District may notify to the Town from time to time).
- (c) Each Party's respective Contract Manager will be responsible for ensuring that that Party's contact numbers and positions identified in this section 15.6 remain up-to-date and correct.

Entire Agreement

15.7 This Agreement, in conjunction with the Leases contemplated hereby in the form set out in Schedule F, contain the entire agreement among the Parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the Parties relating to the subject matter hereof.

Assignment

15.8 This Agreement may not be assigned by a Party without the written consent of the other Party.

Binding Effect

15.9 This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Waiver

15.10 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Remedies Cumulative

15.11 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity

Other Documents

15.12 Each Party will perform any act and execute and deliver any document reasonably required by any other Party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Execution in Counterparts

15.13 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

Termination of Other Agreements

15.14 The automatic aid agreement entered into between the Town and the Regional District dated January 1, 2014, pursuant to which automatic aid for certain classes of emergency responses have been agreed to be provided by and between the various fire services identified therein, is hereby terminated.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written above.

The **Regional District of Central Kootenay** has executed this Agreement by its authorized signatories, at _____, British Columbia.

Name:
Position:

Name:
Position:

The **Town of Creston** has executed this Agreement by its authorized signatories, at Creston, British Columbia.

Name:
Position:

Name:
Position:

Schedule A Services

The Services provided by the Town under this Agreement comprise the following:

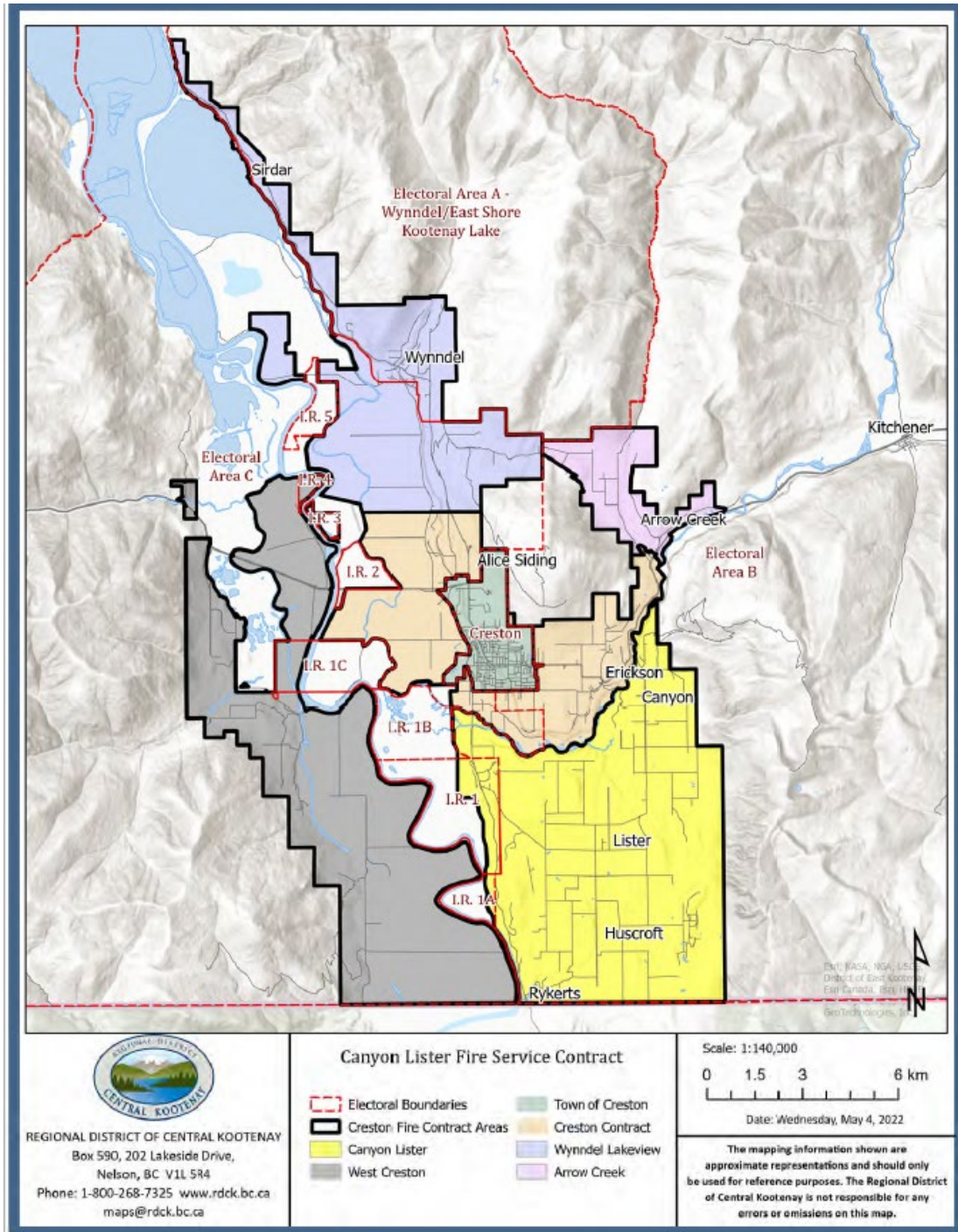
1. the Town will provide the following fire protection, fire prevention and ancillary services in the Service Area:
 - 1.1. fire suppression, including interface fire responses;
 - 1.2. fire and life safety education;
 - 1.3. fire inspections upon complaint as contemplated by the *Fire Services Act* (and, for greater certainty, not including inspections contemplated by sections 26 and 36 of that Act);
 - 1.4. fire investigations as required by the *Fire Services Act*;
 - 1.5. hazardous material responses (subject to training and, in any event, to a maximum of "operations level" within the meaning of National Fire Protection Association, *NFPA 472: Standard for Competence of Responders to Hazardous Materials, Weapons of Mass Destruction Incidents* (current edition));
 - 1.6. subject to section 3.3 of this Agreement, First Responder (Medical Assist) / Ambulance Assist subject to any agreement with the BCEHS;
 - 1.7. technical rescue, including auto extrication and rope rescue, to the same standard provided within the Town;
 - 1.8. enforcement of the portions of the *Fire Services Act* and Fire Code applicable to the Service Area; and
 - 1.9. enforcement of the Operational Bylaw;
2. the operation and maintenance of the fire apparatus and equipment identified in Schedule E of this Agreement, including periodic testing required by National Fire Protection Association standards and the *Workers Compensation Act* and regulations made thereunder;
3. the operation and maintenance of the Fire Hall in accordance with the lease agreement with the Regional District as contemplated by the form of lease attached as Schedule F of this Agreement;
4. development, operation and maintenance of any Alternative Water Supplies developed during the term of the Agreement, in accordance with the terms of any agreement relating thereto;
5. the administration of the Canyon-Lister structure protection units, including management of invoicing and expenses therefor as provided in Schedule E;

6. the recruitment and training of new members in the Service Area; and
7. reporting on the Services provided in accordance with this Agreement.

Schedule B

Ordinary Jurisdiction

The Ordinary Jurisdiction of the Department, including the Canyon-Lister Service Area, is shown in the map below. For certainty, the Ordinary Jurisdiction includes the lands covered by the agreement with the Lower Kootenay Indian Band described in section 14.2 and responses under Bylaw No. 1142.



Schedule C

2022 Operating Budget

Salaries	70,000.00
Benefits	4,200.00
Employee Health & Safety	15,000.00
Employee Incentives	4,000.00
Travel	1,500.00
Education & Training	20,000.00
Memberships, Dues & Subscriptions	1,200.00
Admin, Office Supplies & Postage	3,500.00
Communication	4,040.00
Advertising	1,000.00
Insurance	12,241.20
Contracted Services	5,039.00
Repairs & Maintenance	10,000.00
Operating Supplies	2,500.00
Equipment	20,200.00
Radio Equipment	5,000.00
Utilities	6,565.00
Vehicles	14,000.00
Transfer to Other Service - IT Fee	4,810.00
TOC Administration of Service	22,961.00
TOTAL	227,756.20

Schedule D

Funding and Development of Alternative Water Supplies

- 1.0 The Regional District will establish and maintain a fund for the Service Area for purposes of funding the development, operation and maintenance of one or more Alternative Water Supplies in each Service Area, including, if necessary the cost of purchasing or leasing land required for the siting of such Alternative Water Supplies.
- 2.0 The amount of \$8,000 will be collected annually from taxation and paid by the Regional District into a fund for the purpose of developing, operating and maintaining one or more Alternative Water Supplies in the Service Area, to a maximum of \$40,000 in the aggregate during the Term or any renewal of this Agreement.
- 3.0 In relation to the development of an Alternative Water Supply in the Service Area, the Parties will enter into a separate development, operation and maintenance agreement, covering both the initial capital cost of the development of such Alternative Water Supply, and the on-going operating and maintenance expenses associated therewith.
- 4.0 In the event that: this Agreement is renewed as contemplated by section 2.2 of the Agreement, and no Alternative Water Supply is developed three years of any renewal term, or the Parties cannot reach an agreement relating to the development, operation or maintenance of same, the Regional District, subject to the *Local Government Act*, may apply the funds collected to the Service Area as it deems appropriate or necessary.
- 5.0 Notwithstanding section 4.0 of this Schedule D, the Regional District may continue to hold such funds for the purposes of developing, operating and maintaining Alternative Water Supplies in the Service Area, subject to the provisions of the *Local Government Act*.

Schedule E

Fire Apparatus and Equipment

1.0 GENERAL

- 1.1 This Schedule E identifies the fire apparatus (the “Apparatus”) and equipment (the “Equipment”) required for delivery of the Services out of the Fire Hall.
- 1.2 Ownership of the Equipment identified in this Schedule E remains with the Regional District. The Regional District is responsible for replacing such Equipment as required to meet Fire Underwriters’ standards and the standards and requirements of WorkSafe BC. By this Agreement, the Regional District grants to the Town the right to use the Equipment (and any replacement Equipment) in connection with the provision of the Services.
- 1.3 The Apparatus (and any replacement Apparatus) will be leased to the Town by the Regional District pursuant to the form of vehicle lease agreement attached as part of Schedule F. The Apparatus subject of each lease will be transferred to the name of the Town, and insurance thereon and maintenance thereof shall be the responsibility of the Town in accordance with section 9.5 of this Agreement. Upon termination of this Agreement, the Apparatus leases shall also terminate and the Town shall transfer the Apparatus back to, or to the direction of, the Regional District as part of the transition process contemplated under Article 11.0. The Regional District is responsible for replacing such Apparatus as required to meet Fire Underwriters’ standards and the standards and requirements of WorkSafe BC.
- 1.4 The Town is responsible for regular maintenance of the Apparatus and Equipment in accordance with the relevant manufacturers’ instructions, WorkSafe BC requirements, applicable Provincial and Federal law, and best practices in the fire services. The Town will provide the Regional District’s Contract Manager with reports on the maintenance and repair processes associated with the apparatus and equipment upon request.
- 1.5 The Town is also granted authority to use the structure protection units (the “SPUs”) described in this schedule, in accordance with and subject section 4.0 of this Schedule E.

2.0 APPARATUS AND EQUIPMENT

- 2.1 The Regional District shall, at minimum, own and make available to the Town the following Apparatus (which shall include command and ancillary vehicles) to provide to the Services:

Vehicle Type: Engine

Year:	2000
Make:	International
Model:	Pumper
VIN:	1HTSDADR4YH231608
Colour:	Red
No. Cyl.	V8
Mileage:	44867KM
Pump	1050
Water Capacity	3200L
Foam Capacity	
Condition	Good

Vehicle Type: Water Tender

Year:	2011
Make:	Freightliner
Model:	Tender
VIN:	1FVACYBS9BHA95727
Colour:	Red
No. Cyl.	V8
Mileage:	17910KM
Pump Type/Capacity	650
Water Capacity	6000L
Condition	Good

Vehicle Type: Brush Truck

Year:	2008
Make:	Ford
Model:	F550
VIN:	1FDAW57Y18EC70182
Colour:	Red
No. Cyl.	V10
Mileage:	20458KM
Pump Type/Capacity	High Pressure
Water Capacity	350 imperial gallons
Condition	Good

Vehicle Type: Supply Truck

Year:	2002
Make:	GMC
Model:	Savannah
VIN:	1GDJG31R221184350
Colour:	RED
No. Cyl.	V8
Mileage:	48347KM
Pump Type/Capacity	N/A
Water Capacity	N/A
Condition	Good

Vehicle Type: Command Vehicle 1

Year:	2007
Make:	Chevrolet
Model:	Silverado 1500
VIN:	2GCEK137271164831
Colour:	White
No. Cyl.	V8 Gasoline
Mileage:	288600KM
Condition	End of Life

Vehicle Type: Command Vehicle 2

Year:	2017
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT0HEE89427
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	41538KM
Condition	Good

Vehicle Type: Command Vehicle 3

Year:	2019
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT6KED05275
Colour:	White

No. Cyl.	V8 Diesel
Mileage:	32892KM
Condition	Good

Vehicle Type: Command Vehicle 4

Year:	2017
Make:	Ford
Model:	F150 Crewcab
VIN:	IFTFWIEG6HKC78227
Colour:	White
No. Cyl.	Gasoline
Mileage:	53000KM
Condition	Good

Vehicle Type: Structure Protection Trailer

Year:	2007
Make:	Starlight
Model:	Van Trailer Heavy SPU Type 2
VIN:	46YCP202671079559
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

Vehicle Type: Structure Protection Trailer

Year:	2018
Make:	Royal
Model:	Type 3 SPU Box Trailer Heavy
VIN:	2S9FL3369J1041307
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

Vehicle Type: UTV

Year:	2019
Make:	Kawasaki
Model:	Mule Wheeled ATV
VIN:	JKBAFSJ11KB508528
Colour:	Brown
No. Cyl.	Unknown
Mileage:	Unknown
Condition	Good

Vehicle Type: Flatdeck Trailer

Year:	2019
Make:	Southland
Model:	Flatdeck Trailer
VIN:	2SFFB3319K1044410

Colour:	Black
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

2.2 The Regional District shall provide the following fire equipment to be utilized by the Town for the provision of the Services during the duration of this Agreement:

Bay - Engine 51

Item	Qty
Hose Bridge	1
Electrical Cords	4
Yamaha 4000w Generator	1
Chain Saw	1
Chainsaw safety gear and helmet	1
Gas can	1
Tire chains	2
Float Strainer	1
Class A Foam	2
Extention Ladder	1
Roof Ladder	1
2 1/2 " Rubber Hose 50'	2
2 1/2" Hose 50'	7
1 1/2" Wildfire Nozzles	11
2 1/2" Nozzles	4
Cylinders	6
Airpacks	6
Scene Lights	4
RIT Kit	1
Hydrant Kit	1
Pulaski	2
3" Fire Hose 50'	16
2 1/2" Fire Hose 50'	10

Bay - Supply 51

Item	Qty
Cylinder	20
Turnout Gear - Sets	17
SCBA - Packs and cylinders	6

Motorola Radios	4
Wildland Helmets	15
SCBA - Masks	11
Pelican Light	1
Generator	1
Scene lights	2
Lifepak Defibrillator	1
Small O2 Cylinder	1
Emergency oxygen pack	2
GMC Cube Van 2002	1
Cordless Drill	1
Irwin Air Cylinder Refill Station	1
LG Washing Machine	1
3M Full Facepiece	2

Bay - Tender 51

Item	Qty
Turnout Gear - Sets	8
Wildland Coveralls	7
WASP Sprinkler Sets	27
Tender	1
Drop Tank	1
Volume Pump	1
Gas Trimmer	1
Fridge	1
Hose Dryer	1
Air Compressor	1
Ladder	1
Hydrant bag	1
2 1/2" 50' Hose	8
Lockers	23
Hard Suction 4"	1
Nozzles	2
Floating strainer	1
Sinking strainer	1
Wildfire nozzle	1
Traffic Cones	4

Bay - Brush 51

Item	Qty
Smoke Machines	2

Hose Tester	1
1 1/2" Nozzles	2
Welder	1
Snow Blower	1
Hose Washer	1
Pressure Washer	1
Compressor	1
Wildland Helmet - Red	3
1 1/2" 50' Hose	24
Structure Helmets	19
Econo Hose 50'	100
Shindowa Pumps	2
Honda Pumps	3
1 1/2" 100' Forestry Hose	100
1 1/2" 50' Forestry Hose	16
1000 Gallon Pumpkin	1
High Vol	2
2 1/2" Hose 50'	2
Kawasaki 2018 Mule Pro-FXT Side by Side	1
16' Car Hauler Trailer	1
Structural Boots Sets	20
Structural Jackets	2
Structural Pants	8
Life Jackets	5
Throw Ropes	5
Rescue Helmets	5
Wildland Helmets	17
Wildland Boots Sets	18

3.0 CANYON-LISTER STRUCTURE PROTECTION UNITS

3.1 The Regional District will make available the following structure protection units ("SPUs") for deployment out of the Fire Hall:

- (a) SPU Trailer – Type 2, equipped as follows:
- (b) As per OFC 2022 requirements SPU Trailer – Type 3, equipped as follows:
- (c) As per OFC 2022 requirements 1 - 2018 Ford F-350 Pick Up [add VIN & details];
- (d) 1 - 2019 Ford F-350 Pick Up [add VIN and details]
- (e) 1 - 2018 Kawasaki Side by Side ATV & trailer unit

- 3.2 The Town will administer and control the deployment of the SPUs, and may authorize the deployment of any one SPU and trained personnel outside of the boundaries of the Regional District, in relation to a request from the Office of the Fire Commissioner or BC Wildfire Service, such deployment to be compensated based on the Provincial rates then in effect for such equipment and personnel. The second SPU will not be contemporaneously deployed outside of the Town's Ordinary Jurisdiction without the written consent of the Regional District Contract Manager.
- 3.3 The Town will administer all invoicing and expenses related to the provision of the SPUs and trained personnel.
- 3.4 The net revenue received from any SPU deployment, after payment of expenses including salaries for personnel and the Town's administration fee, shall be paid by the Town to the Regional District and held in a specified Regional District reserve fund named "S130 Fire Protection Area B (Canyon-Lister) Reserves". Net revenue shall be calculated as follows:

$$GR - (OE + \text{Admin. Fee}) = \text{Reserve Contribution};$$

Where:

GR is the gross revenue received in consideration of a deployment;

OE are the operating expenses associated with the SPU deployment, including fuel, wages, accommodations, meals, and equipment repair.;

Admin. Fee is an amount equal to 3% of the GR, to be retained by the Town; and

Reserve Contribution is the amount paid into to the reserve fund provided for in this section 4.4 of this Schedule E.

4.0 APPARATUS AND EQUIPMENT REPLACEMENT

- 4.1 The Regional District agrees that the Apparatus and Equipment listed in this Schedule E, other than in relation to the SPUs, will be replaced by the Regional District as required by the *Workers Compensation Act* and regulations made thereunder, the standards set by the National Fire Protection Association guidelines, and as otherwise contemplated by this Agreement.
- 4.2 Where the Apparatus or Equipment is damaged or destroyed as a result of the wilful misconduct of the Town, or any officer, employee, volunteer or agent thereof, the Town will be liable for the cost of replacing or repairing such Apparatus or Equipment.

5.0 APPARATUS AND EQUIPMENT RETURN UPON TERMINATION

- 5.1 The Town and Regional District agree that, upon termination of this Agreement, the Apparatus and Equipment listed in this Schedule E, including the SPUs, shall be returned to the Regional District (subject to ordinary wear and tear from use). Any leases or use agreements shall be terminated and, if required, the Town shall transfer the Apparatus back to the name of the Regional District.

Schedule F

Forms of Lease Agreements

The following schedule outlines the principal terms that will govern the Town's lease of the two Fire Halls from the Regional District and lease of the fire apparatus identified in Schedule E.

The terms contained in these forms of lease are not specifically incorporated into, or to affect the interpretation of, this Agreement.

When executed by the Parties, each of the leases, by its terms, is a subordinate document to this Agreement and if there is any conflict between the terms of a lease and the terms of this Agreement, the terms of this Agreement shall prevail.

The following forms of lease are part of this Schedule F:

- Fire Hall Lease; and
- Fire Apparatus Lease.



Regional District of Central Kootenay

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Phone: (250) 352-6665 or 1-800-268-7325
Fax: (250) 352-9300
E-mail: rdck@rdck.bc.ca

LEASE AGREEMENT

File #: 2022-064

THIS LEASE AGREEMENT executed in duplicate and dated for reference the:

_____ day of _____, 2022.
(Day) (Month) (Year)

<p>REGIONAL DISTRICT OF CENTRAL KOOTENAY (hereinafter called the "RDCK") A Regional District established under the <i>Local Government Act</i> and at the following address: Box 590, 202 Lakeside Drive Nelson, BC V1L 5R4 Telephone: (250) 352-6665</p>	<p>AND</p>	<p>The Town of Creston (hereinafter called the "Town") A Town duly incorporated under the laws of the Province of British Columbia, having an office at: 238 10TH Avenue North, PO Box 1339, Creston, British Columbia, V0B 1G0 Telephone: (250) 428 2214</p>
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WHEREAS:

- A. The RDCK owns the real property and Fire Hall situate thereon located at 2850 Lister Road, Creston, Province of British Columbia, V0B 1G2, more particularly known and described as: LOT A DISTRICT LOT 812 KOOTENAY DISTRICT PLAN EPP78263 (collectively, the "Property");
- B. The RDCK and the Town have entered into the Fire Service Agreement and this Lease is being entered into in connection with that agreement;
- C. In connection with the provision of services under the Fire Services Agreement by the Town, the RDCK wishes to lease the Property, including the Fire Hall, to the Town; and
- D. The RDCK agrees to lease the Property herein described to the Town on the terms and subject to the conditions set out herein;

NOW THEREFORE THIS AGREEMENT evidences that, in consideration of the mutual premises herein contained, the payment the Rent as contemplated hereby, and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.1 In this Lease, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:
- (a) “**Business Day**” means any day other than Saturday or Sunday or other day that is defined as a holiday in the *Interpretation Act*, [RSBC 1996], ch. 238 (as amended);
 - (b) “**Commencement Date**” has the meaning defined in section 2.1 of this Lease;
 - (c) “**Fire Hall**” means the structure located on the Property, with a civic address of 2850 Lister Road, Creston, British Columbia, V0B 1G2, as such structure exists as of the date of this Lease, such Fire Hall being approximately 4,000 square feet in area, located as indicated on such sketch plan;
 - (d) “**Fire Services Agreement**” means the service agreement of even date herewith entered into between the parties, in relation to the provision of fire protection, fire prevention and other emergency response services by the Town into the local service area established by the Regional District, in which service area the Property is situate;
 - (e) “**Leasehold Improvement**” means any improvements made by the Town to the Property, including the Fire Hall;
 - (f) “**Major Repair**” means any major repairs, capital costs or replacements of the Fire Hall and/or to other parts of the Property, exceeding \$5,000 in value individually or \$10,000 cumulatively in any year of the initial and any renewal Term required by reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the RDCK is insured;
 - (g) “**Property**” has the meaning ascribed thereto in the recitals to this Lease, and for certainty includes the real property and the Fire Hall situate thereon;
 - (h) “**Rent**” has the meaning defined in section 3.1 of this Lease;
 - (i) “**Renewal Term**” means the period of any renewal of this Lease as contemplated by section 2.1 of the Lease;
 - (j) “**Term**” means the period from the Commencement Date until the Termination Date as defined in section 2.1 of this Lease; and
 - (k) “**Termination Date**” has the meaning defined in section 2.1 of this Lease.
- 1.2 **Interpretation** – Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.
- 1.3 **References to the Town** – Any reference to the “Town” includes, where the context so requires or permits, subtenants and occupants of the Town, and employees, volunteers, agents, licensees and invitees of the Town and all others over whom the Town may reasonably be expected to

exercise control, and any default in observing or performing the Town's obligation by any such person, will be deemed to be defaults of the Town.

- 1.4 **Captions** – The captions and headings appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease or any section hereof.
- 1.5 **Priority** – The parties acknowledge and agree that this Lease has been entered into in connection with the Fire Services Agreement, and that use of the Property, including the Fire Hall, is a pre-requisite for the delivery of services by the Town to the RDCK under the Fire Service Agreement. It is the intention of the parties that this Lease, unless otherwise specifically agreed in writing, shall be coterminous with the Fire Service Agreement. In the event of a conflict or inconsistency between a provision in the Fire Service Agreement and this Lease, the Fire Service Agreement provision shall prevail to the extent of the conflict or inconsistency.
- 1.6 **Schedules** – The following schedules are attached to and form part of this Lease:
 - (a) Schedule A – Property; and
 - (b) Schedule B – Terms and Conditions for Use of Property.

ARTICLE 2 - DEMISE AND TERM

- 2.1 **Demise, Term and Renewal** – The RDCK hereby demises and leases to the Town the Property for a term commencing as of the date first written above (the “Commencement Date”) to and including 11:59 pm on 31 December 2023, or such earlier or later date as may be determined by the mutual agreement of the parties or in accordance with this Lease (the “Termination Date”), to have and to hold for the initial and any renewal Term as the tenant, and the Town does hereby accept the demise and lease of the Property, all subject to the covenants, conditions and agreements herein contained. This Lease shall automatically renew on the terms herein contained, in the event that the Fire Service Agreement between the parties is renewed, such renewal term to be the term of such renewed Fire Service Agreement.
- 2.2 **Quiet Enjoyment** – Subject to this Lease, the Town will and may peaceably hold and enjoy the Property during the initial and any renewal Term without interruption or disturbance by the RDCK or any person lawfully claiming under the RDCK.
- 2.3 **Early Termination** – The parties agree that this Lease shall terminate prior to the end of the initial Term, or the end of any renewal Term, where the Fire Services Agreement has been terminated by either party or by agreement between the parties. Where the Fire Services Agreement has been so terminated, this Lease will terminate with effect upon completion of the service transition processes set out in the Fire Services Agreement.

ARTICLE 3 - RENT

- 3.1 **Rent** – The Town shall pay to the RDCK the amount of \$10.00 for the initial Term due and payable within 30 days of the date of this Lease (the “Rent”). In the event that this Lease is renewed as a result of the renewal of Fire Service Agreement as contemplated by section 2.1, the amount of \$10 shall be paid by the Town as Rent for each such renewal Term.

- 3.2 **Property Accepted “As Is”** – The Town accepts the Property “as is” and acknowledges that the RDCK has made no representations or warranties respecting Property, including the Fire Hall situate thereon.
- 3.3 **Net Lease** – Except as otherwise provided in this Lease, it is the intention of both parties that this is a “net lease” and that all expenses, costs and payments incurred in respect of the Property and any other improvement to the Property or anything affecting the Property, shall be borne by the Tenant, in addition to the Tenant’s obligation to pay Rent and otherwise abide by the terms of this Lease and the Contract.
- 3.4 **Taxes and Fees** – The Town shall pay to RDCK all taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax, which may be payable in respect of this Lease.
- 3.5 **Utilities and Janitorial** – The Town shall pay all charges for water and wastewater utilities, electrical utilities, gas utilities, garbage removal, janitorial, telecommunication services, and internet services rendered in respect of the Property, as they become due.

ARTICLE 4 - USE OF PREMISES

- 4.1 **Assigning and Subletting** – Except as expressly permitted in this Lease, the Town shall not assign this Lease in whole or in part and shall not sublet all or any part of the Property without the Town obtaining the prior written consent of the RDCK in each instance with such consent not to be unreasonably withheld. In requesting the RDCK’s consent to an assignment, sublease, or license of the Property, the Town must provide the RDCK with all information requested by the RDCK. The Town must, if required by the RDCK, enter into sub-leases, assignment agreements or licences of the Property on terms the required by the RDCK, including requirements for insurance and indemnities. No assignment by the Town will release the Town from its obligation to observe or perform the Town’s obligations under this Lease.
- 4.2 **Use of the Property**– The Town covenants and agrees that:
 - (a) the Town will use the Property only for the purpose of operating a fire and emergency response service as contemplated under the Fire Services Agreement, including, without limitation, training, emergency service administration, and operations. This use may include the hosting of social events for members and officers who regularly respond out of the Fire Hall, and their families and guests, as well as public open houses in connection with fire service recruitment and fire prevention, educational, fundraising and similar activities. The Fire Hall may also be used during the activation of the RDCK or Town emergency plan, to house emergency operations, including emergency social services or to act as a muster or evacuation point; and
 - (b) for greater certainty, the Town agrees that the Property will not be used for any other purposes unless the Town obtains the prior written approval of the RDCK.

ARTICLE 5 - TOWN'S REPRESENTATIONS AND UNDERTAKINGS

- 5.1 **Legal Status** – The Town represents, warrants and agrees that:
- (a) it has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Lease; and
 - (b) it has the power and capacity to enter into and carry out the transactions provided for in this Lease.
- 5.2 **Construction** – The Town may, if the Town is not then in default under this Lease and with the prior written consent of the RDCK, undertake improvements, construction or renovations of the Property. In giving its consent, the RDCK may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations.
- 5.3 **Reverter** – The Town acknowledges that in the event the Lease is terminated for any reason, all improvements on the Property, past and present, shall become the property of the RDCK.
- 5.4 **Permits Required** – The Town acknowledges that, prior to undertaking any improvements, construction or renovations of the Property, the Town must obtain a building permit and comply with all other RDCK bylaw requirements regarding construction and development.
- 5.5 **Compliance with Laws** – The Town will at all times during the Term and any Renewal Term use and occupy the Property in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
- 5.6 **Zoning** – Without limiting section 5.5, the Town acknowledges that the Town must not use the Property or permit a use in breach of the RDCK's applicable zoning bylaws.
- 5.7 **No Nuisance** – The Town will make reasonable efforts to not, at any time during the initial Term or any renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Property or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event and, the Town will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the RDCK, or to any occupant of premises in the vicinity of the Property or to the public generally. The RDCK acknowledges that there is an inherent potential for noise arising from the use of the Property for fire service and emergency response purposes, including the training of fire department members, and agrees that such use shall not constitute a nuisance within the meaning of this section 5.7.
- 5.8 **Liens and Judgments** – The Town will not permit any liens, judgments or other charges to be registered against the Property and/or the Fire Hall, except those charges permitted in writing by the RDCK. Unless otherwise agreed in writing, if any lien, judgment or other charge is registered

as a result of any action or inaction on the part of the Town, the Town will obtain its discharge within 30 days of said registration.

- 5.9 **Filing Notice of Interest** – Throughout the initial Term and any Renewal Term, the RDCK is entitled to file a Notice of Interest pursuant to the *Builders Lien Act, SBC 1997, c. 45* as amended or re-enacted, in the appropriate Land Title Office against title to the Property and/or the Fire Hall situate thereon.
- 5.10 **Repairs and Maintenance** – Throughout the initial Term and any Renewal Term:
- (a) at its own expense, the Town shall undertake day-to-day repairs and maintenance and keep the Property, including the Fire Hall, in a state of good repair as a prudent owner would do;
 - (b) the RDCK will be responsible for Major Repairs to the Fire Hall and, as required, to other portions of the Property, to keep the Fire Hall and other portions of the Property reasonably fit for use in connection with the delivery of fire protection and emergency response services by the Town; and
 - (c) all repairs by either party will be in all respects to a standard equal to or greater than the original work and material in the improvements, and will meet the requirements of the British Columbia *Building Code* and the British Columbia *Fire Code*, and any other statutory or regulatory requirements, in each case as same may apply to an emergency response facility (as such term is defined in the *Building Code*).
- 5.11 **Major Repairs** – The Town and the RDCK shall consult on the scheduling and management of any Major Repairs, to minimize the disruption of such Major Repairs on the provision of fire and emergency response services out of the Fire Hall and/or the Property.
- 5.12 **Repair According to Notice** – Without restricting the generality of section 5.10, the Town will do all repairs and maintenance that it is obliged to do pursuant to section 5.10 promptly upon notice from the RDCK. If the Town does not perform all repairs and maintenance promptly upon notice from the RDCK, the RDCK reserves the right but will not be obliged to enter the Property to restore the Property and/or any Leasehold Improvements back to a state of good repair. The Town will pay to RDCK, on demand, the RDCK's cost of so doing.
- 5.13 **Public Safety** – The Town shall take all reasonable precautions to ensure that safety of persons using the Property.
- 5.14 **Waste** – The Town will not commit, suffer, or permit any wilful or voluntary waste, spoliation or destruction of the Property
- 5.15 **Right to Inspect** – The Town shall permit the RDCK to enter the Property at all reasonable times to determine if the Town is complying with all its obligations, covenants and agreements under this Lease.
- 5.16 **WorkSafe BC Coverage** – If required by law, the Town will, ensure that all workers, employees, and volunteers working at or operating out of the Property will have appropriate WorkSafe BC coverage, and shall ensure that any other persons engaged in any work or service on or in respect

of the Property, for whom the Town is responsible or who have been contracted by the Town to undertake or provide any service, maintenance or repair work on the Property, have the required WorkSafe BC coverage, in each case where the lack of such coverage would create a lien claim on the Property or the leasehold interest.

5.17 **Environmental Contamination** –The Town will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Regional District statutes, bylaws, regulations, orders and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Town will comply with the following provisions:

- (a) the Town will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Property, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Property caused by the Town during the initial Term and any Renewal Term;
- (b) the Town must provide the RDCK with immediate notice of any condition on the Property that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition. For the purposes of this Lease, the notice is to be provided to the RDCK Regional Fire Chief; and
- (c) the Town must provide the RDCK with immediate notice in writing, upon the Town becoming aware of any contamination of the Property.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 **Insurance** – The parties agree as follows:

- (a) the RDCK shall be responsible for and pay for all fire and other property damage insurance in respect of the Fire Hall;
- (b) subject to subsection 6.1(a), the Town is responsible for insuring the Property and the contents of them and all other improvements, including fixtures, appurtenances, contents, equipment, installations and electrical distribution system, based upon full insurable values, with “all risks” coverage on the replacement cost basis, flood and earthquake endorsements, and a maximum deductible of \$1,000 for any one loss;
- (c) the Town must obtain and maintain commercial general liability insurance and liquor host liability insurance (the “**Insurance Policies**”) including without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCK. The Insurance Policies shall name the RDCK as additional insured. The Insurance Policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000.00 per occurrence, or such higher limits as the RDCK may require from time to time. The commercial general liability insurance must include tenant’s legal liability coverage in the amount of \$2,000,000. The Insurance Policies shall include a clause providing that the insurer will give to the RDCK 30 days’ prior written notice in the event of cancellation or material change in the terms of the Insurance Policies. If the Insurance Policies expire during the

initial Term or any Renewal Term, the Town shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK. In the event the Town shall fail to take out and maintain such liability insurance at all times during the initial Term or any Renewal Term as provided in this section, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Town.

- (d) the Town must deliver to the RDCK an executed copy of a Certificate of Insurance for the policies of insurance required to be maintained by the Town under this Lease, in a form satisfactory to the RDCK on or before the Commencement Date and at other times upon demand by the RDCK, the Town shall deliver to RDCK certified copies of the policies of insurance required to be maintained by the Town under this Lease;
- (e) the RDCK may, from time to time, notify the Town of the RDCK's desire to change the amount of insurance required by this Lease and upon receiving such notification from the RDCK, the Town will:
 - (i) within 30 days of receiving such a notice, cause the amounts to be changed and deliver to RDCK a letter from its insurer certifying the change in the amount of insurance; or
 - (ii) alternatively, within 30 days of receiving such notice, advise RDCK in writing that it objects to a change in the insurance required and the reasons for its objection and upon such objection, the parties shall use their best efforts to resolve the issue(s) underlying the objection;
- (f) the Town shall ensure that all policies of insurance pursuant to this Lease are:
 - (i) placed with insurers licensed in British Columbia;
 - (ii) are written in the name of the Town and the RDCK with loss payable to them as their respective interests may appear;
 - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the RDCK;
 - (iv) primary and do not require the sharing of any loss by any insurer that insures RDCK;
 - (v) endorsed to provide the RDCK with not less than 30 days' notice in writing of cancellation or material change;
- (g) all policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in an amount to which RDCK consents. Consent, non-consent, and/or authorized consent of the RDCK will not constitute an agreement by the RDCK to participate in the financial undertaking of the Town to satisfy any deductible payable. The Town will be solely responsible for any and all insurance deductible;
- (h) if the Town at any time fails to maintain any insurance it is required to maintain, then RDCK may obtain and maintain such insurance in such amounts and with such deductible

amounts and for such periods of time as RDCK reasonably deems advisable. The Town will pay to RDCK, on demand, the RDCK's cost of so doing;

- (i) any disputes between the parties with respect to insurance under this section 6.1 shall be resolved by application of the dispute resolution provisions under section 7.11; and
- (j) that the Town will not do or permit anything to be done whereby any of the RDCK's policies of insurance on the Fire Hall or other buildings, or any part policy of insurance on the Fire Hall or other buildings, or any part thereof may become void or voidable or whereby the premium thereon may be increased.

6.2 **Release** – The Town hereby releases the RDCK and its elected officials, officers, employees, agents, contractors, and licensees, from all claims for damages or other expenses arising out of any personal injury, death, or property loss or damage sustained by the Town or its employees, volunteers, agents, officials, officers, sublessees, licensees, or invitees, except to the extent caused by the negligence of the RDCK, or those for whom the RDCK is, in law, responsible.

6.3 **Town's Indemnity** – The Town shall indemnify the RDCK from and against all lawsuits, damages, losses, costs or expenses which the RDCK may incur by reason of the use or occupation of the Property by the Town or the carrying on upon the Property of any activity in relation to the Town's use or occupation of the Property and in respect of any loss, damage or injury sustained by the Town, or by any person while on the Property for the purpose of doing business with the Town or otherwise dealing with the Town, or by reason of non-compliance by the Town with any laws or by reason of any defect in the Property, including all costs and legal costs, taxed on a special costs basis, and disbursements.

6.4 For the purposes of section 6.3, a reference to the "Town" includes any assignee, sub-tenant, licensee or sub-licensee of the Town.

6.5 **Survival of Indemnity and Release** – The indemnity and release contained in this Lease will survive the expiration or earlier termination of the Lease.

ARTICLE 7 - DEFAULT AND DISPUTE RESOLUTION

7.1 **Notice of Default** – If the Town fails to observe, comply with or perform any of its covenants, conditions, agreements or obligation under this Lease, the RDCK may deliver to the Town a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 60 days of such notice, but less or no notice is required to be given by the RDCK in emergency or urgent circumstances, as determined by the RDCK in its discretion, acting reasonably, or where the Town has failed to keep the Property insured or where the Property remains vacant or unoccupied or not used for the purposes herein permitted for 30 consecutive days or more. Where a notice of default is delivered under this Lease by the RDCK, in order for it to be effective, it must also deliver a notice of default under the Fire Service Agreement.

7.2 **RDCK's Right to Perform** – If the Town fails to rectify or cure a default within the time and in the manner specified in section 7.1 and if the default is one that can be rectified or cured by the RDCK, the RDCK may, without further notice to the Town, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of

retaining professional advisors, shall be payable by the Town as additional Rent, within 30 days of the provision of an itemized account for the work undertaken. Nothing in this Lease obligates RDCK to rectify or cure any default of the Town but should RDCK choose to do so, the RDCK shall not be liable to the Town for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

- 7.3 **Distress** – If the Rent payable by the Town under this Lease is in arrears, the RDCK or a person authorized in writing by the RDCK may enter upon the Property and seize any goods or chattels and may sell the same. RDCK may use enough force for that purpose and for gaining admittance to the Property and the Town releases RDCK from liability for any loss or damage sustained by the Town as a result.
- 7.4 **Costs** – If the Town defaults on this Lease, the Town will pay to the RDCK the RDCK’s full costs including legal costs arising from the default, whether before action or otherwise and, at the option of the RDCK, upon a solicitor and client basis.
- 7.5 **Remedies Cumulative** – The RDCK’s remedies in this Lease are cumulative and are in addition to any remedies of the RDCK at law or in equity.
- 7.6 **Possession** - The Town shall upon the expiration or earlier termination of this Lease peaceably surrender and give up possession of the Property without notice from the RDCK, any right to notice to quit or vacate being hereby expressly waived by the Town, despite any law or custom to the contrary.
- 7.7 **Dispute Resolution** – If the parties to this Lease are unable to agree on the interpretation or application of any provision in the Lease, or are unable to resolve any other issue relating to this Lease, the parties agree that the dispute resolution processes set out in the Fire Service Agreement shall be applied to such disputes, on the basis set out therein.

ARTICLE 8 - GENERAL

- 8.1 **Notice** – Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:

- (a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

- (b) If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other Party of any change of address or contact details.

- 8.2 **Legal Costs** – Each of the RDCK and the Town is responsible for its own legal costs in relation to the preparation and negotiation of this Lease.
- 8.3 **Severance** – If a court of competent jurisdiction holds any portion of this Lease invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.
- 8.4 **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein.
- 8.5 **No Waiver** – The waiver by the RDCK of any default by the Town shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
- 8.6 **References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires,
- 8.7 **Amendment** – The Lease may not be modified or amended except by an instrument in writing signed by the RDCK and the Town.
- 8.8 **Remedies Not Exclusive** – No remedy conferred upon or reserved to RDCK is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.
- 8.9 **No Joint Venture** – Nothing in this Lease shall constitute the Town as the agent, joint venture or partner of the RDCK or give the Town any authority or power to bind RDCK in any way.
- 8.10 **Charges on Title** – The Town shall abide and observe all requirements and restrictions on the title to the Property registered prior to the Commencement Date.
- 8.11 **Other Disposition** – The RDCK reserves the right to grant rights of way, easements, covenants and other dispositions of the Property or any part of it in a manner consistent with this Lease and the Town shall execute any such document if requested by the RDCK. RDCK shall make reasonable efforts to ensure that the activities of the Town are not impeded as a result of any grant under this section 8.11. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Lease if it does not charge the Property.
- 8.12 **Entire Agreement** – This Lease has been executed pursuant to, and as required by, the Fire Service Agreement between the parties. This Lease is subordinate to and coterminous with the Fire Service Agreement. This Lease and the Fire Service Agreement constitute the entire

agreement of the parties in relation to the lease, use and maintenance of the Property and the Fire Hall situate thereon.

- 8.13 **Time of Essence** – Time is of the essence of this Lease.
- 8.14 **Further Assurances** – The parties shall execute all such further deeds, acts, agreements or instruments, do all things, and grant such further assurances as may be reasonably required to carry out the intent of this Lease.
- 8.15 **Covenants and Conditions** – All of the provisions of this Lease, to the extent applicable or possible, shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.
- 8.16 **No Abatement** – The Town is not entitled to any abatement, reduction, or deduction from the Rent.
- 8.17 **Estoppel Certificate** – The Town will, upon request of the RDCK, execute and deliver a certificate certifying the current status of this Lease.
- 8.18 **Registration** – This Lease is not in registerable form; however, the parties may by mutual consent register a copy of the Lease in the Land Title Office and, subject to their mutual agreement, shall undertake all necessary actions, or execute and deliver such additional documents, agreements or instruments as may be required to effect such registration at the cost of the Town.
- 8.19 **Enurement** – This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 8.20 **No Derogation** – Nothing contained or implied in this Lease will impair or affect RDCK's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or any other enactment, and all such powers and right may be fully exercised in relation to the Property as if this Lease had not been entered into between the Town and the RDCK. The Town acknowledges that fulfillment of the condition precedent set out in this Lease may require that the Board of the RDCK adopt bylaws or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Board of the RDCK are within its sole absolute discretion which is not any manner subject to the provisions hereof.
- 8.21 **RDCK's Conditions** – This Lease and the RDCK's obligations hereunder shall be subject to the approval of the RDCK's Board and the RDCK's compliance with all requirements under the *Community Charter, the Local Government Act*, or any other enactment.

8.22 **Destruction** - If the Fire Hall, or any part of it, is at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, earthquake or other natural or human-caused disaster, if the RDCK elects not to undertake restoration, repair or replacement this Lease shall terminate and, for the purpose of this section 8.22, if the RDCK does not advise the Town concerning the RDCK's intention within thirty (30) days of the damage occurring, the RDCK shall be deemed to have elected not to undertake restoration, repair and replacement.

As evidence of their agreement to be bound by the above terms, the RDCK and the Town each have executed this Lease with effect as of the date first written above:

REGIONAL DISTRICT OF CENTRAL KOOTENAY)

by its authorized signatories:)
)
)
)
)
_____)
Name:)
)
)
_____)
Name:)
)
)

TOWN OF CRESTON)

by its authorized signatories:)
)
)
)
_____)
Name:)
)
)
_____)
Name:)

SCHEDULE A

Property

ITE PLAN SHOWING SELECT FEATURES
N LOT 1 DL 812 KD PLAN
EP73434; AND PART OF LOT 17 DL
12 KD PLAN 1428 EXCEPT PART
ICLUDED IN PLANS 13542 AND
EP73434.



Lease Agreement Schedule A
Canyon Lister Fire Hall
2850 Lister Road

DISTRICT

LISTER ROAD

LOT

18
PLAN 1428

Plan 17
PLAN 1428

812

Plan 17
PLAN 1428

PLAN NEP73434
8117 sq ft

BUILDING

ANTENNA
TOWER



SCHEDULE B

TERMS AND CONDITIONS FOR USE OF THE PROPERTY

During the Term:

1. If liquor is to be served in the Property in connection with a social event for the Fire Department members, their families and guests, the Town must do so only in compliance with the terms and conditions of a valid licence issued by the BC Liquor Control and Licensing Branch. A copy of the liquor licence must be provided to the RDCK prior to contract execution and whenever changes are made.

LEASE OF FIRE APPARATUS

THIS LEASE made this day of , 2022.

BETWEEN:

THE TOWN OF CRESTON

238 10th Avenue N
Creston, BC V0B 1G0

(the "**Town**")

OF THE FIRST PART

AND:

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive
Nelson, BC V1L 6B9

(the "**Regional District**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District and the Town have entered into a services agreement (the "Fire Services Agreement"), dated for reference 1 January 2022, under which the Town has been contracted by the Regional District to provide fire protection and emergency response services into a local service area established by the Regional District;
- B. The Regional District owns vehicles and associated equipment for use in fighting fires and undertaking emergency responses;
- C. The Town wishes to lease such vehicles and all associated equipment from the Regional District on the terms and subject to the conditions set forth in this Lease, and the Regional District has agreed to so lease such vehicles and equipment;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual premises herein contained, the payment the Rent as contemplated hereby, and other good and

valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows::

Lease of Fire Apparatus

1. This Lease is being entered into in connection with the provision of services by the Town to the Regional District under and pursuant to the terms of the Fire Services Agreement. It is the intention of the parties that, notwithstanding any other provision hereof, this Lease will be coterminous with the Fire Services Agreement, and should the Fire Services Agreement be terminated for any reason, this Lease will terminate and the Town will transfer back the Fire Apparatus to Regional District as contemplated in section XX hereof, in accordance with the transition process set out in Article 11 of the Fire Services Agreement.
2. The Regional District hereby leases to the Town the vehicles (the "Vehicles") together with all parts, accessories and equipment attached to or forming a part thereof (the "Equipment") as more particularly described in Schedule "A", attached to and forming part of this Lease (collectively, the Vehicles and Equipment are referred to as the "Fire Apparatus").
3. In the event that a Vehicle and/or accompanying Equipment is or are withdrawn from service under the Fire Services Agreement, or an additional or replacement Vehicle and/or accompanying Equipment is or are acquired:
 - (a) the withdrawn Vehicle and/or accompanying Equipment will be transferred to the control of the Regional District as contemplated by section 20 hereof, and no longer subject to this Lease;
 - (b) if a replacement or an additional Vehicle and/or accompanying Equipment is or are acquired for use under the Fire Services Agreement, such Vehicle and any Equipment will be added to this Lease; and
 - (c) the parties will amend Schedule "A" to reflect any such changes.
 - (d) For certainty, notwithstanding that a Vehicle and/or accompanying Equipment may be removed from this Lease, this Lease continues in respect of the other Fire Apparatus.
 - (e) The parties agree the Vehicles will be regularly located and available for service at the Canyon Lister Fire Hall and used only for purposes and in the manner set out in the Fire Services Agreement.

Term

4. This Agreement shall commence on the date first set out above and shall terminate on the date that any of the following events first occurs:
 - (a) the date on which the Fire Services Agreement (or any successor to that services agreement between the parties) terminates; and

- (b) in relation to any Vehicle and/or accompanying Equipment, the date on which such Vehicle and/or accompanying Equipment is or are removed from service by agreement of the parties;

(the "Term").

Notwithstanding subsection 4(a), the parties may mutually agree an effective date of termination of this Lease that varies from the effective termination date of the Fire Services Agreement.

Acceptance

- 5. The Town acknowledges that it has inspected the Fire Apparatus and accepts the Fire Apparatus as being in a good state of repair, except to the extent that the Town notifies the Regional District in writing within 10 days following the commencement date of this Lease. The Town is leasing the Fire Apparatus "as is". The Fire Apparatus are subject only to the manufacturer's warranties which accompany the Fire Apparatus and any extended warranties or service contracts purchased by the Town. The Regional District assigns to the Town any and all rights and remedies under existing warranties, to the extent they are assignable, and shall cooperate with the Town in making any warranty claims.

Use

- 6. The Town shall use the Fire Apparatus for the purpose of providing fire protection, first response emergency services and other emergency services, and for purposes ancillary thereto (including, without limitation, training), as contemplated by the Fire Services Agreement.

Rent

- 7. The Town shall pay to the Regional District the amount of Five Dollars (\$5.00), upon execution of this Lease, and such payment shall be the rental charges payable by the Town to the Regional District in respect of all Fire Apparatus (including any replacements therefor) for the Term. No amount of this rental charge is refundable in the event that this Lease is terminated for any reason.

Title to Fire Apparatus

- 8. The Regional District shall, at all times, have and retain whatever title to the Fire Apparatus is acquired by the Regional District from the sellers or manufacturers of the Vehicles or Equipment. The Town shall have no right, title or interest in or to the Fire Apparatus other than the right of possession and use in accordance with the terms of this Lease, and as contemplated by the Fire Services Agreement.
- 9. Where the Town supplies additional accessories and equipment for use on or with any Vehicle, in addition to the Equipment (or any replacements therefor) provided by the Regional District, and such accessories or equipment are not integrated into or do not become a fixed part of such Vehicle, the Town shall at all times have and retain title to any

such equipment or accessories, and shall be entitled to remove same prior to or upon termination of this Lease.

Town's Insurance Requirements

10. The Town shall obtain and maintain insurance coverage as required by this Lease covering against any loss, damage or destruction of the Fire Apparatus, so long as the Fire Apparatus is subject to the terms of this Lease.
11. At all times during the term of this Lease, the Town must, at the Town's expense, obtain and maintain the following minimum insurance coverages for the Vehicles through a carrier acceptable to the Regional District:
 - (a) Third Party Liability with a combined single occurrence limit of \$5,000,000;
 - (b) Comprehensive Fire and Theft with a maximum deductible of \$250.00; and
 - (c) Collision with a maximum deductible of \$5,000.
12. The Town must provide appropriate evidence of insurance coverage to the Regional District, including each renewal thereof. Such coverage must name the Regional District as both an "additional insured" and a "loss payee." The policy must also provide the Regional District with at least fifteen (15) days' notice of any cancellation of coverage.
13. The parties will cooperate to ensure the termination of the existing Regional District insurance coverage on the Fire Apparatus, and commencement of the Town's insurance coverage required by this Lease, both occur as at the commencement date of this Lease.
14. If a Vehicle is damaged and in a condition which the Town's insurer believes is beyond reasonable repair, this Lease will be terminated in respect of such Vehicle upon the Town paying the net insurance proceeds received in relation to said Vehicle, to the Regional District.
15. The parties acknowledge and agree that the provision of the Fire Apparatus by the Regional District is a requirement under the Fire Services Agreement. Where any Fire Apparatus is damaged and in a condition that is beyond repair, the parties will work cooperatively to identify and secure a suitable replacement for such Fire Apparatus, which replacement Fire Apparatus shall be added to this Lease.

Town's Covenants

16. The Town covenants as follows:
 - (a) to pay all rental charges reserved under this Lease;
 - (b) to pay for the operational costs associated with the Vehicles, including all gas, oil, tires, windshield wipers or other consumable goods or products required for the operation of the Vehicles;

- (c) to maintain, repair, overhaul, service and keep the Vehicles in a good and substantial manner, and to maintain each Vehicle in a condition equivalent to its respective condition at the commencement of this Lease, reasonable wear and tear excepted, and in a fully operative condition in conformity with any recommendations for maintenance or otherwise that may from time to time be made by the manufacturer or seller of each Vehicle, and in conformity with applicable Federal or Provincial legislation or regulations, or any applicable rules, regulations or directives of government departments, boards or authorities;
- (d) to comply with the requirements of any recall campaign by a manufacturer or government authority;
- (e) to obtain the consent of the Regional District prior to substantially altering, marking, removing or installing equipment in any of the Vehicles;
- (f) to immediately give notice to the Regional District and the Town's insurer of loss, damage or destruction of any of the Vehicles;
- (g) to use each Vehicle in a careful and proper manner in compliance with all applicable laws and best practices in the fire service, and, without limiting that general obligation, the Town shall not use or permit the use of any Vehicle:
 - (i) in violation of any law, for hire or as public conveyance;
 - (ii) for purposes or in a manner that would cause any insurance applicable to such Vehicle to be suspended or cancelled, rendered inapplicable or that causes the manufacturer's warranty to become void;
 - (iii) outside Canada or the continental United States;
 - (iv) garage a Vehicle outside Canada for a period exceeding thirty days without the Regional District's prior written consent;
- (h) to pay when due any and all charges for registration, licensing, testing and inspecting the Vehicles, and to pay any fines associated with the Town's use of the Vehicles;
- (i) to pay when due all taxes imposed by any governmental authority with respect to each Vehicle or its use during the term of the Agreement, whenever assessed. The Regional District may pay any or all such fees or charges on behalf of the Town and if so, the Town will pay the Regional District when billed for such amounts; and
- (j) to keep each Vehicle free of all fines, liens and encumbrances. If the Town does not promptly pay any fines or remove any liens or encumbrances at the Town's expense, the Regional District may do so and charge the Town for same.

Right of Inspection

17. The Town shall permit the Regional District to inspect any or all of the Fire Apparatus at any reasonable time with due notice and, if the Regional District deems it necessary, undertake to have repairs and/or maintenance completed to ensure each Vehicle is in good working order and condition. If such repairs and/or maintenance are not completed to the satisfaction of the Regional District within 30 days of notice being provided by the Regional District, the Town shall allow the Regional District to have access to the relevant Fire Apparatus for the purpose of carrying out the repairs and/or maintenance. The Town agrees that the Regional District may bill the Town for the reasonable cost of such repairs and and/or maintenance, including applicable taxes, on receipt of such bills and the Town agrees to pay all such bills within 14 days of receipt of same.

Indemnity

18. The Town shall indemnify the Regional District against, and hold the Regional District harmless from, any and all claims, actions, proceedings, liability, loss, damages, inquiries, demands and expenses (including legal fees) (collectively, "Claims") arising out of the Town's use, maintenance or operation of the Fire Apparatus, except to the extent of any negligence or willful misconduct of the Regional District or its officials, employees, volunteers, agents, contractors, or assigns in relation to any such Claim. This indemnity shall survive the termination of this Lease

Security Interest

19. The Town assigns and gives to the Regional District a security interest in the proceeds, cancellation refund or other rights the Town may have under any mechanical breakdown protection service or insurance contracts with respect to the Fire Apparatus as security for the performance of the Town's obligations under the Lease.

Surrender

20. Upon the termination of this Lease, or the termination of this Lease in respect of any particular Fire Apparatus identified in Schedule "A", the Town shall forthwith return such Fire Apparatus to the Regional District in good condition and repair, ordinary wear and tear resulting from the contemplated use of the Fire Apparatus excepted. The Town may deliver up the Fire Apparatus by providing access to same to an authorized representative of the Regional District at one of the fire halls operated by the Town, and must make such access available within seven days of any such Lease termination. The Town shall maintain insurance coverage on any such Fire Apparatus in accordance with this Lease during the period of time that the Fire Apparatus is being transferred to the Regional District, notwithstanding that this Lease may be terminated in respect of such Fire Apparatus.

Default

21. In the even that the Town defaults on any of its obligations under this Lease, the Regional District may provide the Town with written notice of the default and the Town shall have 30 days to remedy same.
22. If the Town disputes a default notice issued by the Regional District under section 21, it may, within 10 days of receipt of the default notice, refer the issue to the dispute resolution processes set out in Article 12 of the Fire Services Agreement, and those provisions are incorporated herein for such purposes, as though set out in full in this Lease.
23. If the Town does not dispute the default notice, it will have 30 days to rectify the default (or such longer period as the parties may agree). If the Town does not rectify the default within such time period, the Regional District may:
 - (a) take any reasonable steps to correct the default and bill the costs incurred for such correction to the Town. The Regional District, or its agents or contractors, shall be afforded the necessary access to the Fire Apparatus by the Town in order to correct any default that involves maintenance, upkeep or repair; or
 - (b) take the matter to arbitration as contemplated by and in accordance with sections 12.2 – 12.6 of the Fire Services Agreement.

True Lease

24. The parties agree that this Agreement is a true lease and not a purchase agreement. The Agreement is a true lease for tax, personal property security and credit legislation. The Regional District remains the owner of the Fire Apparatus and retains all benefits of ownership. The Town must pay all applicable personal property security or other security registration fees necessary or advisable to protect the Regional District's ownership of each of the Fire Apparatus and all fees paid to amend, renew and discharge the registration during the term and at the termination of this Lease.

No Assignment

25. The Town may not transfer, rent, sublease or assign this Agreement, the Fire Apparatus or the Town's right to use the Fire Apparatus. The Regional District may assign the Lease to a creditor as security for the obligations of the Regional District.

Notices

26. Any notice or other communication required or permitted to be given under this Lease will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:
 - (a) If to the Town:

238 10TH Avenue North,
PO Box 1339,
Creston, British Columbia V0B 1G0

Attention: Jared Riel, Fire Chief
Email Address: jared.riel@creston.ca

If to the Regional District

PO Box 590,
202 Lakeside Drive,
Nelson, British Columbia V1L 5R4

Attention: Nora Hannon, Regional Fire Chief
Email Address: nhannon@rdck.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three business days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each party will notify the other party of any change of address or contact details.

Interpretation

27. In this Lease, words in the singular include the plural and words importing a corporate entity include individuals and vice-versa.
28. Headings used herein and the division of this Lease into sections, subsections, paragraphs and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Lease.
29. Each provision of this Lease, insofar as it is applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited or limited.

General

30. If any clause or portion thereof is declared or held illegal, invalid or unenforceable for any reason by a court of competent jurisdiction, such finding does not affect the validity of the remainder of that clause or this Lease, and the terms and provisions of this Lease continue to be in force and in effect and are to be construed as if the Lease had been executed without the clause or portion thereof found to be illegal, invalid or unenforceable.
31. This Lease and the Fire Services Agreement contain the entire agreement between the Town and the Regional District in relation to the lease, provision and use of the Fire

Apparatus, and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

- 32. This Lease will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 33. This Lease will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY by its authorized signatories)
)
)
)
)
_____)
Board Chair)
)
_____)
Corporate Officer)
)

THE TOWN OF CRESTON by its authorized signatories)
)
)
)
)
_____)
Mayor)
)
_____)
Chief Administrative Officer)
)

SCHEDULE "A"

Fire Apparatus

This Schedule "A" identifies the Vehicles which are the subject of the Lease.

Any Equipment associated with the Vehicles or the Canyon Lister Fire Department is listed Fire Services Agreement

1. Vehicle Type: Engine

Year:	2000
Make:	International
Model:	Pumper
VIN:	1HTSDADR4YH231608
Colour:	Red
No. Cyl.	V8
Mileage:	44867KM
Pump	1050
Water Capacity	3200L
Foam Capacity	
Condition	Good

2. Vehicle Type: Water Tender

Year:	2011
Make:	Freightliner
Model:	Tender
VIN:	1FVACYBS9BHA95727
Colour:	Red

No. Cyl.	V8
Mileage:	17910KM
Pump Type/Capacity	650
Water Capacity	6000L
Condition	Good

3. Vehicle Type: Brush Truck

Year:	2008
Make:	Ford
Model:	F550
VIN:	1FDAW57Y18EC70182
Colour:	Red
No. Cyl.	V10
Mileage:	20458KM
Pump Type/Capacity	High Pressure
Water Capacity	350 Imperial Gallons
Condition	Good

4. Vehicle Type: Supply Truck

Year:	2002
Make:	GMC
Model:	Savannah
VIN:	1GDJG31R221184350
Colour:	RED
No. Cyl.	V8
Mileage:	48347KM

Pump Type/Capacity	N/A
Water Capacity	N/A
Condition	Good

5. Vehicle Type: Command Vehicle 1

Year:	2007
Make:	Chevrolet
Model:	Silverado 1500
VIN:	2GCEK137271164831
Colour:	White
No. Cyl.	V8 Gasoline
Mileage:	288600KM
Condition	End of Life

6. Vehicle Type: Command Vehicle 2

Year:	2017
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT0HEE89427
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	41538KM
Condition	Good

7. Vehicle Type: Command Vehicle 3

Year:	2019
Make:	Ford
Model:	F350 Crew Cab
VIN:	1FT8W3BT6KED05275
Colour:	White
No. Cyl.	V8 Diesel
Mileage:	32892KM
Condition	Good

8. Vehicle Type: Command Vehicle 4

Year:	2017
Make:	Ford
Model:	F150 Crewcab
VIN:	IFTFWIEG6HKC78227
Colour:	White
No. Cyl.	Gasoline
Mileage:	53000KM
Condition	Good

9. Vehicle Type: Structure Protection Trailer

Year:	2007
Make:	Starlight
Model:	Van Trailer Heavy SPU Type 2
VIN:	46YCP202671079559

Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

10. Vehicle Type: Structure Protection Trailer

Year:	2018
Make:	Royal
Model:	Type 3 SPU Box Trailer Heavy
VIN:	2S9FL3369J1041307
Colour:	White
No. Cyl.	N/A
Mileage:	N/A
Condition	Good

11. Vehicle Type: UTV

Year:	2019
Make:	Kawasaki
Model:	Mule Wheeled ATV
VIN:	JKBAFSJ11KB508528
Colour:	Brown
No. Cyl.	Unknown
Mileage:	Unknown
Condition	Good

12. Vehicle Type: Flatdeck Trailer

Year:	2019
Make:	Southland
Model:	Flatdeck Trailer
VIN:	2SFFB3319K1044410
Colour:	Black
No. Cyl.	N/A
Mileage:	N/A
Condition	Good



Creston Valley Services Committee

Date of Report: May 9, 2022
Date & Type of Meeting: May 31, 2022 Creston Valley Services Committee
Author: Tom Dool, Research Analyst
Subject: CRESTON VALLEY FIRE SERVICE REGULATION BYLAW NO. 2744, 2022
File: 08\3200\10
Electoral Area/Municipality: Defined Portions of Electoral Areas A, B, and C

SECTION 1: EXECUTIVE SUMMARY

This report provides the Creston Valley Services Committee (CVSC) consideration regarding the Creston Valley Fire Service Regulation Bylaw No. 2744, 2022. This bylaw proposes a regulatory framework for the provision of fire protection services, within defined portions of Electoral Areas A, B, and C, provided by the Creston Municipal Fire Department.

This report recommends that Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be given FIRST, SECOND, AND THIRD reading by content; And further that Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022 be adopted and the Chair and Corporate Officer be authorized to sign the same.

SECTION 2: BACKGROUND/ANALYSIS

At the July 2020 Open Board Meeting the Board passed resolution 461/20

That the Board direct staff to amend Regional District of Central Kootenay Fire Services Bylaw No. 2170, 2010 to incorporate the level of service declarations for RDCK fire departments, per the resolution passed at the July 16, 2020 Board meeting; AND FURTHER, that staff consolidate Bylaw No. 2170 and update the bylaw as required

During the bylaw update process three methods of service provision for fire protection and associated services were identified.

1. Regional District Volunteer Fire Departments (VFD) serving rural electoral areas;
2. Regional District Volunteer Fire Departments serving rural electoral areas and municipalities;
3. Municipal Fire Departments serving rural electoral areas through contract;

Regional District of Central Kootenay Fire Services Bylaw No. 2170, as amended, was written to regulate the provision of service by Regional District VFD's to Local Government Services Areas in Rural Electoral Areas. It does not regulate the provision of fire protection services by a municipality to a Rural Electoral Area. Municipal bylaws cannot be enforced outside municipal boundaries by referencing the bylaw within an agreement or contract. Currently those portions of the Creston Valley served by the Town of Creston do not have a bylaw regulating the provision of fire services by the Creston Municipal Fire Department.

The contractual arrangement between the Regional District and the Town of Creston for the provision of fire protection and associated services requires that the Regional District adopt a separate regulatory bylaw to address the specific authorities granted to a municipal fire department by the Regional District.

As has occurred recently with RDCK fire contract areas serviced by the Village of Salmo, Village of Nakusp, and the City of Castlegar the updated service agreement and a new regulatory bylaw are being brought forward for Board approval concurrently.

Development of the proposed regulatory bylaw was guided by 3 principles

1. **Protect the health and safety of responders.** Ensure responders can do the job as safely as possible by giving them the authority required to prevent and respond to fires;
2. **Encourage residents to be Fire Smart.** Regulate to encourage responsible behavior and minimize the threat of fire;
3. **Control costs.** Reduce expenses by reducing the number of call outs. When a response is needed because people have made poor decisions, create a method of recovering those costs.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Plan Amendment:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Debt Bylaw Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public/Gov't Approvals Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

There are no budgetary impacts associated with the proposed bylaw.

Cost Recovery

The current regulatory framework does not allow for cost recovery regarding incident response in rural areas. The proposed bylaw grants consideration to the municipality for the recovery of costs from a property owner associated with

- Demolition or removal of unsafe structures and materials at an incident or response;
- Traffic control at an incident or response;
- Hired private security at an incident or response;
- Decontamination or replacement fire department equipment damaged by hazardous materials at an incident or response;
- Removal of hazardous material or fire hazards;

The use of cost recovery is intended as a deterrent and tool to be used in egregious situations, it is not intended as a revenue stream for municipal fire service budgets. In the event that a municipal fire department accrues exceptional costs as a result of a response or incident within the fire service area the municipality would be authorized to seek cost recovery from the property owner.

Fees For Service

The current regulatory framework does not allow the municipal department to charge fees for services in rural areas. The Proposed bylaw grants consideration to the Municipal Fire Chief to charge fees for services in situations where the fire department is required to stand-by or attend an event as a public safety measure. Where possible these fees should be negotiated in advance.

Additionally, the department may charge a fee for attendance or incident response as result of an act indictable offence under the Criminal Code of Canada. A complete list of fees for service can be found within the proposed bylaw.

Penalties

The proposed bylaws cite both the RDCK Municipal Ticketing Information (MTI) Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System (ENDAS) Bylaw. Subject to the approval of the proposed bylaws both the MTI and ENDAS would require amendment to reflect the penalties described within the proposed bylaws.

The Municipal Fire Chief is authorized to act as a Bylaw Enforcement Officer for the Regional District in matters related to the proposed bylaws. In the event that a fine is required the Municipal Fire Chief would first consult the Regional Fire Chief to in order to ensure the appropriate Regional District processes and procedures were followed.

It should be noted that Schedules A-Fees and Charges of the proposed bylaw is substantively aligned with the fees and charges schedule of the Town of Crestons Regulatory Fire Bylaw.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The Regional District and the municipalities providing contract fire services must have stand alone regulatory fire bylaws for their respective jurisdictions. However, those bylaws must be in agreement regarding the regulation of the service and the granting of authority.

A detailed review of the relevant municipal fire department bylaws informed the development of the proposed bylaws. The proposed Regional District bylaws are substantively aligned with the corresponding municipal bylaws on matters relevant to rural fire protection. These matters are largely focused on granting authority and often use the same language.

Figure 1. The Designation of Authority

Authority	Role	Requirements
Regional Fire Chief	Administrative authority in the rural area.	<ul style="list-style-type: none">• Contract Management• Budget Development• Advise the Board• Appoint Municipal Chief LAFC• Advise regarding relevant RDCK policy

Municipal Fire Chief	Operational authority in the rural area.	<ul style="list-style-type: none"> • Management of the Department • Contract Management • Advise Council • LAFC • Authorized RD Bylaw Enforcement Officer
----------------------	--	--

Adoption of the proposed bylaw would require subsequent amendment to the RDCK Municipal Ticketing Information Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw. Currently these bylaws do not contain schedules detailing the criteria and amounts for penalties associated with prohibited behaviour related to fire in the rural areas.

3.3 Environmental Considerations

None.

3.4 Social Considerations:

Cultural Factors

Fire is a tool that is widely used in rural areas for agriculture, forestry, land development, fuel mitigation and various cultural practices. The proposed bylaw balances the long standing traditional use of fire in rural communities with newly emergent responsibilities that are a result of increasing population, our changing climate, and the availability of fire protection resources.

Addressing

The proposed bylaw requires compliance with RDCK Civic Addressing Bylaw 2391, 2014. The expectation of response to an emergency should be predicated on responders being able to find the location.

3.5 Economic Considerations:

None.

3.6 Communication Considerations:

None.

3.7 Staffing/Departmental Workplace Considerations:

Subject to Board approval staff will use the format and content of the proposed bylaw to continue to develop regulatory bylaws for municipal contract fire services. As the Regional District renews the contracts for these service staff will present the Board with updated regulatory bylaws for consideration.

3.8 Board Strategic Plan/Priorities Considerations:

Strengthen our Relationships with our Community Partners

The proposed bylaw, in conjunction with an updated contract, will ensure that our municipal partners have the authority required to provide fire services in rural areas while ensuring the health and safety of rural residents and first responders.

SECTION 4: OPTIONS & PROS / CONS

Option 1. That the CVSC support the Boards adoption of the proposed Fire Service Regulatory Bylaw.

Pros

- Improves upon public safety and the safety of first responders.

- Substantive alignment between Regional District and Municipal regulatory fire bylaws.
- Addresses the deficiencies within Regional Fire Service Regulatory Bylaw 2170, as amended.
- Allows for implementation of renewed contacts with municipalities.
- Creates a consistent regulatory framework for the provision of fire services within the Regional District

Cons

- There are rural residents that will falsely perceive this as an imposition on their rights in matters related to the bylaw.

Option 2. That the CVSC recommend the Board direct staff to further review the matter.

Pros

- Allows for changes to the proposed bylaw if required.

Cons

- Delays the signing of agreements for the provision of fire services
- The current regulatory framework does not meet the requirements of the Local Government Act or the Community Charter
- The current framework does not give municipal fire services the authority to act in a proactive fashion in matters related to fire.

SECTION 5: RECOMMENDATIONS

That the Creston Valley Services Committee support the Board adopting Creston Valley Fire Service Regulation Bylaw No. 2744, 2022.

Respectfully submitted,

Originally signed by

Tom Dool, Research Analyst

CONCURRENCE

CO – Digitally approved by Mike Morrison
 Regional Fire Chief – Digitally approved by Nora Hannon

ATTACHMENTS:

Attachment A – Creston Valley Fire Service Regulation Bylaw No. 2744, 2022

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 2744

A Bylaw to regulate Fire Protection and Associated Services in within defined portions of Electoral Areas A, B, and C.

WHEREAS the Board of the Regional District of Central Kootenay, by separate bylaw, has established Fire Protection Service Areas to provide Fire Protection and Assistance Response in defined portions of Electoral Areas A, B, and C;

AND WHEREAS the Board of the Regional District of Central Kootenay deems it expedient to regulate Fire Protection and Assistance Response in a defined portion of Electoral Areas A, B, and C;

AND WHEREAS the Council of the Town of Creston has established a fire department for the purpose of providing Fire Protection and Assistance Response;

AND WHEREAS the Board of the Regional District of Central Kootenay has entered into an agreement with the Town of Creston to provide a Fire Protection Service and Assistance Response in defined portions of Electoral Areas A, B, and C;

NOW THEREFORE the Board of the Regional District of Central Kootenay in open meeting assembled enacts the following:

DEFINITIONS

1 In this bylaw:

Apparatus means any vehicle provided with machinery, devices, equipment or materials designed or intended for use in Fire Protection, Assistance Response, and other approved Associated Services including vehicles used to transport fire fighters and supplies;

Assistance Response means the initial response and emergency aid, other than Fire Protection, provided by the Fire Department at an Incident;

Board means the Board of the Regional District of Central Kootenay;

British Columbia Building Code and BC Building Code means the Provincial building code established by the British Columbia Building Code Regulation enacted under the Building Act;

British Columbia Fire Code and BC Fire Code means the Schedule to the British Columbia Fire Code Regulation enacted under the Fire Services Act;

Building means any structure used or intended to be used for supporting or sheltering any use or Occupancy;

Bylaw Enforcement Officer means a person appointed, by the Board, as a Bylaw Enforcement Officer and for the purposes of This Bylaw includes the Regional Fire Chief and their designates;

Bylaw Notice means a notice issued to a person that has failed to comply with the regulations, prohibitions and requirements of This Bylaw;

Costs in the context of costs recovered by the Regional District under This Bylaw, means costs as defined in This Bylaw, the Regional District of Central Kootenay Municipal Ticketing Information Bylaw and the Regional District of Central Kootenay Bylaw Enforcement Notice and Dispute Adjudication System Bylaw;

Exposure Fire means a fire that

- (a) is the result of heat radiation, heat convection or direct flame contact from a previously established fire; and
- (b) affects a person, object, thing or structure;

Fee and Fees means the fees and charges prescribed by the Fees and Charges Bylaws;

Fees and Charges Bylaws means the Regional District of Central Kootenay Municipal Ticketing Information Bylaw as amended from time to time and adopted by the Board under Section 264 Part 8 Division 3 of the Community Charter or similar successor legislation as well as the Regional District of Central Kootenay Bylaw Notice Enforcement and Dispute Adjudication System Bylaw as amended from time to time and adopted by the Board pursuant to the Local Government Bylaw Notice Enforcement Act;

Fire Alarm System means an automated system which provides notification to emergency responders upon detection of a fire;

Fire Department means Creston Fire & Rescue Services, a department of the Town of Creston;

Fire Department Equipment means any tools, contrivances, devices, hoses, or materials used by the Fire Department.

Fire Protection and Assistance Response means a service to provide all aspects of fire safety and including,

- (a) Fire suppression, including interface fires;
- (b) Fire and life safety education;
- (c) Fire inspection upon complaints as contemplated by the Fire Services Act (and, for greater certainty, no including inspections contemplated by section 26 and 36 of that Act);
- (d) Fire investigations as required by the Fire Services Act;
- (e) Hazardous material response (subject to training and, in any event, to a maximum of “operations level” within the applicable regulations of the National Fire Protection Association.
- (f) Subject to section 3.3 of the Agreement, First Responder (Medical Assist)/Ambulance Assist subject to any agreement with the Emergency Health Services Commission;
- (g) Technical rescue, including auto extrication and rope rescue, to the same standard provided within the Municipality;
- (h) Enforcement of the portions of the *Fire Service Act* and Fire Code applicable to the Fire Protection Service Areas; and
- (i) Enforcement of the Operational Bylaw.

Fire Protection Equipment means but is not limited to Fire Alarm Systems, automatic sprinkler systems, special fire extinguishing systems, portable fire extinguishers, standpipe and hose systems, fixed pipe fire suppression systems in commercial kitchen exhaust systems, and emergency lighting and power installations;

Fire Protection Service Area means the geographic extents, defined by a Regional District Fire Protection or Fire Response service establishment bylaw, of the area in which the Municipal Fire Department is authorized to provide Fire Protection Service and Assistance Response;

Hazardous Materials has the same meaning as “dangerous goods”, as defined in the Transportation of Dangerous Goods Act (Canada), i.e. “a product, substance or organism included by its nature or by the regulations in any of the classes listed in the schedule to that Act;

Hotel includes:

- (a) an apartment building;
- (b) a residential condominium building that has:
 - i two or more levels of strata lots as defined in the Strata Property Act; and
 - ii one or more corridors that are common property as defined in the Strata Property Act; and

- (c) a boarding house, lodging house, club or any other Building, where lodging is provided, except a private dwelling;

Incident means

- (a) a fire or explosion or a situation in which a fire, explosion or life threatening condition is imminent, and
- (b) any event or situation in which harm to persons or property may arise to which the Fire Department has or would ordinarily respond, including:
 - i. an accident involving a motor vehicle, train or other form of public or private conveyance;
 - ii. a medical emergency;
 - iii. an event on land or water requiring a rescue operation;
 - iv. a danger arising from hazardous situations or escape of Hazardous Materials;
 - v. an earthquake or other natural disaster; and
 - vi. an act or threatened act of terrorism;

Member means any person appointed by the Municipal Fire Chief as an employee of the Fire Department, whether paid or volunteer, and includes the Municipal Fire Chief;

Municipal Fire Chief means a person appointed by Council to serve as Chief of the Fire Department or their delegate;

Municipality means the body incorporated as the Town of Creston and/or the territorial jurisdiction thereof, according to its context in This Bylaw;

Occupancy means the use or intended use of a building or part thereof for the shelter or support of persons, animals or property as defined in the British Columbia Building Code;

Occupier means an Owner, tenant, lessee, agent, and any other person who has the care, control and the right of access to real property or a building;

Officer means a Member of the Fire Department appointed by the Municipal Fire Chief and given specific authority to assist the Fire Chief in his or her duties or to act in the stead of the Municipal Fire Chief;

Order means taking a remedial action, giving an approval, making a decision or a determination, or exercising a discretion under This Bylaw and/or the BC Fire Code by the Authority Having Jurisdiction.

Owner has the same meaning as in the Community Charter;

Peace Officer means, for the purposes of This Bylaw only, a person appointed as a Local Assistant to the Fire Commissioner for the Regional District, any person employed or appointed by the Regional District as a Bylaw Enforcement Officer, or a member of the Royal Canadian Mounted Police;

Premises means Hotel, Public Building, private building or real property;

Public Building means a factory, warehouse, store, mill, school, hospital, theatre, public hall, office building and any Building other than a private dwelling house;

Regional District means the Regional District of Central Kootenay

Regional Fire Chief means the person appointed by the Board to oversee the Regional District of Central Kootenay Volunteer Fire Service or their designate;

This Bylaw means the Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw 2744, 2022;

SEVERABILITY

- 2 If a portion of This Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of This Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause, or phrase.

SCOPE OF SERVICES

- 3 The Fire Department is authorized to provide Fire Protection and Assistance Response in each Fire Protection Service Area.

LIMITS OF JURISDICTION

- 4 The geographic limits of the jurisdiction of the Fire Department, regarding the provision of Fire Protection and Assistance Response to the Regional District, are defined by the Regional District Fire Protection and Fire Response service establishment bylaws, as amended, for the service area which the Fire Department has been contracted to provide service.

REGIONAL FIRE CHIEF'S AUTHORITY AND RESPONSIBILITIES

- 5 The Regional Fire Chief is authorized to:
 - (a) Administer and enforce the agreements and contractual arrangements required for the provision of service;
 - (b) Appoint the Municipal Fire Chief the LAFC for the service area; and
 - (c) Review and make recommendation to the Board regarding proposed budgets submitted for the provision of Fire Protection and Assistance Response.

MUNICIPAL FIRE CHIEF'S AUTHORITY AND RESPONSIBILITIES

- 6
 - (1) The Municipal Fire Chief is the authority for Fire Protection and Assistance Response within the area specified by this bylaw.
 - (2) The Municipal Fire Chief is the head of the Municipal Fire Department and responsible for the management of Regional District fire stations, Apparatus, and all equipment (including personal protective equipment) under the control of or use by the Municipal Fire Department and its Members.
 - (3) The Municipal Fire Chief, or their delegate, is authorized to:
 - (a) administer This Bylaw;
 - (b) exercise the powers of the Fire Commissioner under section 25 of the *Fire Services Act*, and for these purposes that section applies;
 - (c) enter on property and inspect Premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to persons or property from a fire;
 - (d) make provisions for Fire Protection and Assistance Response by the Municipal Fire Department as permitted under This Bylaw;
 - (e) enforce Regional District bylaws, rules, Orders and regulations respecting fire prevention and suppression and the protection of life and property and take measures to prevent and suppress fires;
 - (f) fulfill the requirements of a Local Assistant to the Fire Commissioner in accordance with section 6(1) of the *Fire Services Act*, including the Local Assistant's responsibilities under sections 9 and 13 of that Act;
 - (g) inquire into, investigate and record the causes of fires in the fire protection service area;
 - (h) collect and disseminate information in regard to fires in the fire protection service area;
 - (i) organize or authorize programs and policies designed to inform the public or specified classes of the public on matters regarding fire safety, use of flammable/combustible

- materials, prevention, containment, or suppression of fires or other emergencies and escape from fires or other emergencies;
- (j) provide advice and make recommendations to the Regional Fire Chief, as appropriate, in relation to the provision of adequate water supply and pressure in relation to firefighting.
- (4) The Municipal Fire Chief must keep the Regional Fire Chief informed regarding Municipal Fire Department operations within the Fire Protection service area.
- (5) The Municipal Fire Chief, in consultation with the Regional Fire Chief, shall determine which Fire Protection and Assistance Response services the Fire Department shall provide, and the level to which such services shall be provided.
- (6) The Municipal Fire Chief, or their designate, has the authority at all times, by day or night, without notice, to enter onto any real property to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where a fire has occurred, and, if necessary, those adjoining or near the fire to investigate in a general way the cause, origin and circumstances of each fire occurring in the Fire Protection service area.
- (7) The Municipal Fire Chief or their designate, on complaint or, if believed advisable, has the authority at all reasonable hours, by day or night, without notice, to enter onto any real property and enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock to ascertain whether:
- (a) they are in such a state of disrepair that a fire starting in them might spread rapidly to endanger life or other property;
- (b) the use or Occupancy of them would create a fire that would endanger life or property;
- (c) combustible or explosive material is kept or other flammable conditions exist on them so as to endanger life or property; or
- (d) a fire hazard exists in or about them.
- (8) The Municipal Fire Chief or their designate, is empowered to cause a building, structure or thing to be pulled down, demolished or otherwise removed if he or she deems it necessary to prevent the spread of fire to other buildings, structures or things and the Municipality may recover the Costs of doing so.
- (9) The Municipal Fire Chief or their designate, during an Assistance Response is empowered to commandeer privately owned equipment, which he or she considers necessary to deal with an Incident and the Municipality may recover its Costs from the Occupier of the Premises where the Incident occurred.
- (10) The Municipal Fire Chief or their designate is authorized to engage the services of a Fire Protection service company to repair, inspect or maintain a building's Fire Protection Equipment and the actual cost to the Municipality of doing so may be recovered from the Occupier.
- (11) The Municipal Fire Chief or their designate has the authority, at all times, by day or night, to hire or engage the services of a traffic control provider to provide barricades, flagging personnel, pylons and other traffic control equipment to manage traffic on public and private roadways during an Assistance Response and the actual cost to the Municipality of doing so may be recovered from the Occupier.
- (12) The Municipal Fire Chief or their designate has the authority, at all times, by day or night, to hire or engage the services of a security company, security person or provide Members at an Incident to maintain a building fire watch until the Occupier of the building is contacted or investigation is completed and the Costs of the Municipality of doing so may be recovered from the Occupier.

AUTHORITY OF THE MUNICIPAL FIRE DEPARTMENT

- 7 (1) The Municipal Fire Department shall operate as a "full Service" department, as defined in the Provincial Training Standards, within the Fire Protection service area. The Fire

Department shall operate in accordance with the requirements of the Provincial Training Standards, including with respect to the training of its Members and keeping of records related to such training.

- (2) Notwithstanding the list of Fire Protection and Assistance Response services or any service level authorized in accordance with the Provincial Training Standards, in relation to any particular Incident response, the Fire Department shall undertake only those emergency response activities for which its responding Members are properly trained and equipped.
- (3) The Member in charge may, at his or her sole discretion, restrict or terminate emergency response activities in any circumstances where the Incident is considered to exceed the training or capabilities of the responding Members, or Apparatus available to them.
- (4) A Member has the authority at all times, by day or night, without notice, to enter onto any real property, to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where an Incident has occurred, and, if necessary, those adjoining or near the Incident, for the purpose of providing Fire Protection and Assistance Response at any Incident the Municipal Fire Department attends.
- (5) A Member has the authority at all times, by day or night, without notice, to enter onto any real property to enter and examine a Building, Premises, motor vehicle, vessel, or railway rolling stock where a Fire Alarm System, automatic fire sprinkler system or other fire or life safety system has activated and, if necessary, those adjoining or near, to investigate in a general way the cause, origin and circumstances of the activation of any Fire Alarm System, automatic fire sprinkler system or other fire or life safety system in the Regional District.
- (6) The senior ranking Officer or Member of the Fire Department present shall have control, direction and management of all Apparatus, equipment or Members assigned to an Incident and, where a Member is in charge, he or she shall continue to act until relieved by a senior Officer or the Municipal Fire Chief.
- (7) The Member in charge, while carrying out the duties described in this bylaw, is authorized to cause any Apparatus or equipment of the Fire Department to enter a Premises, motor vehicle, vessel or railway rolling stock, as he or she deems necessary.
- (8) The Member in charge, is empowered during the Incident to enter, pass through or over buildings or property adjacent to an Incident and to cause Members of the Fire Department and the Apparatus and equipment of the Fire Department to enter or pass through or over buildings or property, where he or she deems it necessary to gain access to the Incident or to protect any person or property.
- (9) The Member in charge of an Incident may request persons who are not Members to assist in whatever manner he considers necessary to deal with an Assistance Response, including removing furniture, goods and merchandise from any building on fire or in danger thereof and in guarding and securing the same and in demolishing a building or structure at or near the fire or other Incident.
- (10) The Member in charge at an Assistance Response may at his or her discretion establish boundaries or limits around the Incident area and keep persons from entering the area within those established boundaries or limits.
- (11) The Member in charge at an Incident may request police to enforce restrictions on persons entering within the boundaries or limits established under Sections 7(10) of this bylaw.

PROHIBITED CONDUCT

- 8** (1) No person shall connect an auto-dialer to the Fire Department emergency telephone number.
- (2) No person shall impeded, obstruct or hinder a Member or other person assisting or acting under the direction of the Municipal Fire Chief, or the Member in charge in the execution of their duties at

- (a) a fire protection or Assistance Response;
 - (b) a fire scene for investigation to determine origin and cause;
 - (c) a Building to determine the cause of activation of a Fire Alarm System, sprinkler system or other fire or life safety system; and
 - (d) a complaint of a fire hazard.
- (3) No person shall damage, destroy, obstruct, impede, or hinder Apparatus or Fire Department Equipment.
 - (4) No person shall grow shrubs, hedges, plants, or trees to obstruct the visibility or use of a fire hydrant, standpipe or sprinkler connection.
 - (5) No person shall place any object in such a manner that will obstruct the use of a fire hydrant, standpipe or sprinkler connection.
 - (6) No person shall obstruct an exit of any Hotel or Public Building.
 - (7) No person shall obstruct in any way the egress of Apparatus or other emergency vehicles from any fire station.
 - (8) No person at an Incident shall drive a vehicle over any equipment without permission of the Municipal Fire Chief or the Member in charge.
 - (9) No person shall falsely represent themselves as a Fire Department Member.
 - (10) No person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire Incident, fire hydrant, cistern or body of water designated for fire fighting purposes.
 - (11) No person shall knowingly make a false report of an emergency.

ADDRESSES

- 9** An Occupier must place an individual street address number on the front of every new or existing building in accordance with Regional District of Central Kootenay Civic Addressing Bylaw 2391, 2014 as amended from time to time.

FIRE DEPARTMENT ACCESS

- 10** (1) Occupiers must maintain and keep all street, yards, and private roadways provided for Fire Department access ready for use at all times.
- (2) Occupiers must maintain Fire Department access in compliance with applicable codes and standards, including Regional District bylaws.

FEES FOR SERVICE AND COST RECOVERIES

- 11** (1) The Municipal Fire Department may charge a Fee or recover Costs for its Services, including in relation to the use of Fire Department Equipment and Members, but excluding Fire Protection and Assistance Response unless specifically noted, to a person in the Fire Protection service area as prescribed in the Fees and Charges Bylaw, including, but not limited to each case in accordance with Schedule A.
- (2) The Municipal Fire Department may recover from the Owner of the property where an Incident has occurred, and/or from the person responsible for the Incident, the Costs incurred of any third-party assistance received in relation to responding to or mitigating such Incident. Where an Incident involves a spill or release of Hazardous Materials, the Fire Department may recover from the person responsible for such Hazardous Materials, the cost of the response plus the cost of repairing or replacing of Apparatus or other equipment of the Fire Department damaged or contaminated during the response.

PENALTY AND OFFENCE

- 12 (1) Any person who violates bylaw provisions may, on summary conviction, be liable to a minimum penalty of not less than one hundred dollars (\$2500.00) and no more than ten thousand dollars (\$10,000), plus the cost of prosecution, pursuant to the *Offence Act of British Columbia*.
- (2) Penalties will double upon the number of offences past the 1st offence.
- (3) The penalties imposed under this section are a supplement and not a substitute for any other remedy to an infraction of this bylaw.
- (4) Penalties are subject to the conditions of any applicable RDCK Municipal Ticketing Information Bylaw and RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw as amended or replaced from time to time.
- (5) Each day’s continuance of an offence under this bylaw constitutes a new and distinct offence.

SEVERABILITY

- 13 If any portion of this bylaw is for any reason found invalid by decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this bylaw.

EFFECTIVE DATE

- 14 This Bylaw shall take effect upon adoption.

CITATION

- 15 This Bylaw may be cited for all purposes as the **“Regional District of Central Kootenay Creston Valley Fire Service Regulation Bylaw No. 2744, 2022”**.

READ A FIRST TIME this [Date] day of [Month], 20XX.

READ A SECOND TIME this [Date] day of [Month], 20XX.

READ A THIRD TIME this [Date] day of [Month], 20XX.

ADOPTED this [Date] day of [Month], 20XX.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

SCHEDULE A – Fees For Services

Service	Fee
Onsite standby where Hazardous Materials are released, creating a life safety risk/hazard or fire/explosion risk at or near any premise, public land or public roadways.	\$50.00/hr per Member \$200/hr per piece of Apparatus
Assistance Response as a result of the presence of a hazardous substance or dangerous good on a Premises.	\$50.00/hr per Member \$200/hr per piece of Apparatus
Fire suppression or Assistance Response where the fire is willfully set and must be brought under control by the Fire Department;	\$50.00/hr per Member \$200/hr per piece of Apparatus
An Assistance Response that arises as a result of or in connection with the commission of an indictable offence under the Criminal Code of Canada, that must be brought under control by the Fire Department	\$50.00/hr per Member \$200/hr per piece of Apparatus
Assistance Response, fire watch, security and traffic control of a Premises, including attendance at Exposure Fire(s) that occur as a result of the use or modification of a Premises that does not comply with the requirements of the BC Building Code, the BC Fire Code, the Canadian Electrical Code, or any applicable bylaw of the Regional District.	\$50.00/hr per Member \$200/hr per piece of Apparatus
Attendance at an event where Members are required to conduct inspections, provide standby time, and Fire Department equipment because of the special event, whether before, after or during the special event;	\$50.00/hr per Member \$200/hr per piece of Apparatus
Traffic control, fire watch and security arising from an Assistance Response until such time the property is returned to the Occupier's control, including additional actual Costs for materials for providing the service.	\$50.00/hr per Member \$200/hr per piece of Apparatus