



COUNCIL REPORT

Date: November 3, 2025

From: Melony Burton, Chief Administrative Officer

Subject: Sasamat Volunteer Fire Department – Service Review Conclusion

Recommendation

That the report dated November 3, 2025, titled “Sasamat Volunteer Fire Department – Service Review Conclusion” be received into the record for information; and further

That a request be made to the Chair of the Review Body to formally conclude the SVFD service review and to document the review process and its outcomes in a final report, per Provincial service review guidelines, for explanation to future decision makers and the public.

Purpose

This report provides information regarding the Sasamat Volunteer Fire Department (SVFD) Service Review and next steps. Additionally, it provides information per Provincial guidance regarding the formal closure and documentation of a service review process. Lastly, it provides information on the positive actions that can be taken by Belcarra to support the SVFD while reducing current vulnerabilities and mitigating future risks.

Background

It is recommended practice for Councils and Boards to receive information at the same time or before the public so they do not hear of decisions from the media or individuals before seeing it themselves. With respect to service reviews, the Province provides guidelines for concluding a service review which includes the documentation of options and decisions by the Review Body in a final report so that the review process and its outcomes can be explained to future decision-makers and the public.

A letter dated October 9, 2025, from Mayor Ross to Chair Hurley regarding the service review was included in the agenda package for the Anmore regular Council meeting of October 21, 2025. The letter was published before the service review was formally concluded by the Chair or the Review Body, and prior to a SVFD Board of Trustees meeting or Metro Vancouver Board meeting to receive the information.

As the letter was published in isolation and without context, it has naturally generated questions on the service review process and conclusion. Such questions are best addressed through the recommended conclusion process which provides comprehensive and timely information to all parties affected by the service review, including the SVFD Board of Trustees, Metro Vancouver Board, SVFD members, residents of both Villages and the general public.

The release of partial information in advance of these proceedings has prompted the issuance of this report as an interim measure. This report is intended to provide clarity and information on the elements of a service review process and provincial guidelines. Details regarding the individual meetings and correspondence for the service review are not included as they pertain to the negotiations administered by Metro Vancouver and have not been publicly released.

Discussion

A timeline and high-level summary of significant actions related to the SVFD service review is provided below.

- In 2019, the SVFD Board of Trustees received a Fire Hall Seismic and Conditions report indicating a need to replace the firehalls for seismic protection and safe storage space.
- On June 23, 2023, the Village of Anmore (Anmore) sent a letter to the Village of Belcarra (Belcarra) regarding their intent to initiate planning in 2024 for the Anmore fire hall replacement. The letter requested that Belcarra provide Anmore with a commitment of their intent and timeline for the SVFD fire hall replacement.
- On October 5, 2023, Belcarra sent a letter to Anmore regarding inequity and requesting their participation in a discussion to modernize the governance, cost apportionment recovery structures, and administration of the fire service.
- On February 1, 2024, a follow up letter was sent from Belcarra to Anmore reiterating their request and advising that failure to respond may result in the initiation of a formal service review under Division 6 of Part 10 of the Local Government Act.
- On April 11, 2024, a letter was sent from Anmore to Belcarra recommending consideration for the broader ramifications of changing the governance structure of the SVFD and providing commentary regarding their position to retain the existing cost-share arrangement.
- On June 19, 2024, Belcarra initiated a Service Review under the Local Government Act with the goal of updating the capital cost apportionment and recovery structures of the SVFD service.
- On September 6, 2024, Anmore sent a letter to Belcarra providing their rationale for retention of the existing capital cost split, and a request that they reconsider the service review.
- On September 20, 2024, Metro Vancouver issued an email to establish a preliminary meeting for the service review. Per Section 359 of Local Government Act, the parties to the agreement are required to hold a preliminary meeting within 120 days after receiving a notice of initiation of a Service Review.

Required participants were listed as Chair Mike Hurley representing Metro Vancouver, Mayor John McEwen representing the Village of Anmore and Mayor Jamie Ross representing the Village of Belcarra. Other members included Ravi Chhina, Deputy CAO, Metro Vancouver, Dorothy Shermer, Corporate Officer Metro Vancouver, and Brant Arnold-Smith, Division Manager, Protective Services & Emergency Management, Metro Vancouver. Collectively, these members formed the 'Review Body' for the proceeding service review.

- On March 6, 2025, an update was provided to the SVFD Board of Trustees that three capital cost allocations based on net taxable value of land, geographical area and population have been provided to the Review Body as a starting point for the service review negotiations.

- On April 28, 2025, the Village of Belcarra and Anmore received correspondence from Metro Vancouver advising that a Statutory Approval Certificate for the Sasamat Fire Service Conversion Bylaw had been received from the Province. The bylaw was subsequently adopted by the Metro Vancouver Board on May 23, 2025. A Metro Vancouver staff report to the Board noted that a service review was underway to review the capital cost apportionment and recovery structure of the SVFD Service. It provided clarification that adoption of the conversion bylaw was required before any changes could be made.
- From June 2025 to October 2025, correspondence and meetings took place with respect to the service review negotiations.
- On October 9, 2025, Mayor Ross issued a letter to Chair Hurley regarding conclusion of the service review. A copy was provided to other Review Body members and the Chief Administrative Officers of Anmore and Belcarra (Attachment 3).
- As of October 30, 2025, no acknowledgement or further correspondence has been received from Chair Hurley or the Review Body with respect to scheduling a concluding meeting, formally ending the service review, or documenting the process.

Collaborative Efforts

Tensions have escalated between the Villages throughout the service review process, resulting in a hardening of positions and statements to end the shared services agreement. As small municipalities, it is in the best interest of both Villages to maintain good working relationships with all external partners and neighbors, many of whom they are reliant on for resources, support and financial contributions.

Since joining the Village in April 2025, Belcarra's CAO has met and worked with staff of the parties involved to gather background information and discuss strategies to de-escalate the tension, repair trust and working relationships, address concerns, find common ground, and negotiate differences with mutually beneficial outcomes. This approach will be sustained beyond the service review to support the SVFD and other collaborative efforts.

Initiating a Service Review

A shared service is successful as long as the benefits of participation continue to outweigh the costs. Participation is voluntary and withdrawal from the service can be initiated by one of the participating parties at any point, subject to a process prescribed by the Province that requires negotiation, facilitation, and mediation prior to arbitration.

Tensions often arise in a shared service when cost-sharing is considered unfair due to tax base or demographic shifts, when service levels exceed what one deems necessary, or when partners feel stuck in unsatisfactory arrangements without viable alternatives. The potential for conflict is anticipated and best mitigated through a shared service agreement. Consideration of the key issues can avoid predictable conflicts through agreement terms that anticipate demographic and economic trends, service requirements, and cost allocation changes through automatic or periodic adjustments. Such terms are not built into the existing service agreement.

Since the 1989 cost-sharing agreement was established, Anmore's population has surged by 218%, while Belcarra has experienced a more modest growth of 17%. A growing population presents a larger operational and capital draw on labour, equipment, facilities and services. While these conditions have changed, the terms of the service agreement have not.

The operational cost share based on property values is more representative, whereas the 50/50 capital cost split was a dispute resolution at the time of the 1989 agreement and never representative of typical cost share models based on property value or population size. Arguably, it may have borne some relevance at that time, when the fire halls were the same size and the population of Anmore was only slightly larger than that of Belcarra.

Amendments to the *Local Government Act* in June 2000 created a formal process to help regional districts and their service partners review the terms and conditions of existing service arrangements. The legislation provides a default process for service reviews in the case where they are not specified in the service agreement. Guidance for service reviews is provided in a document from the Province of British Columbia titled *Regional Service Reviews: An Introduction* (Attachment 1).

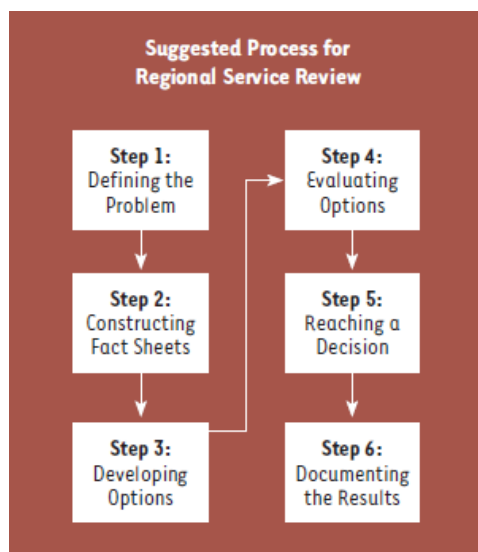
The guidelines note that regional boards have been reluctant in the past to undertake service reviews for reasons such as the cost of the process or the lack of a guaranteed outcome. However, service reviews can benefit all partners in situations where:

- partners have a tense relationship and need a chance to explain and resolve their frustrations
- partners need information about a service and its implications to relieve tensions
- withdrawal is impossible, but a review allows partners to raise, and seek to resolve, concerns
- the partners shared vision changes
- the service changes in scope and no longer fits the original vision
- local conditions change
- scheduled by advance agreement in service establishment bylaws

Following unsuccessful appeals to the participating parties of Village of Anmore and Metro Vancouver to update the service agreement, Belcarra initiated a service review in an attempt to have the issues considered through a fair process.

Service Review Process

The primary condition of a service review is for all parties to negotiate in good faith, making reasonable efforts to reach an agreement while respecting the issues being addressed. The Province provides guidance for service reviews in the *Regional Service Reviews: An Introduction*. A flow chart outlining the suggested process is shown below with additional details available in the document (Attachment 1).



The SVFD service review process deviated from the process outlined in the Provincial guidelines in the areas noted below.

Working Group

Provincial guidelines recommend that a review process be supported by a working group of senior staff from the regional district and municipalities to provide information and ensure the process and timelines are respected. Belcarra put forth a proposal to establish a working group of senior staff from Belcarra, Anmore, and Metro Vancouver to support the negotiations and decision making of the Review Body. A working group was not established for the SVFD service review, and no commentary was provided regarding the proposal rejection.

Fact Sheets

Provincial guidelines recommend the construction of fact sheets to establish and summarize a common understanding of the status quo in a service review. Fact sheets should include the service arrangement's definition, cost and control elements, as well as relevant contextual information and a summary of the different perspectives held on key issues. Because fact sheets also serve as an educational tool, their existence often resolves tensions and misunderstandings.

As fact sheets were not constructed by the Review Body for the service review, Belcarra developed a SVFD Statement of Facts Brief in an attempt to encourage adherence to the recommended process (Attachment 2). Feedback was invited from the Review Body to confirm or dispute the information it contained and provide a basis for discussion and negotiation. Receipt of the document was acknowledged without further feedback.

Options

Provincial guidelines recommend the development of three to five options for responding to key problems. The options should reflect radically different approaches to resolving a problem so that they do more than merely vary a theme.

The options presented for the service review were limited to three capital cost share allocations based on net taxable value of land, geographical size or population. It could be argued that these options 'merely varied a theme and did not explore any radically different approaches to resolving problems.' In an attempt to encourage adherence to the recommended process and resolve issues, Belcarra presented multiple options for consideration that included:

- Maintaining existing property valued based allocations for operating and all capital aside from facility replacements.
- Each Village paying for their own fire hall replacement.
- Applying population based contributions for the replacement of both firehalls.
- Applying a 50/50 cost share for replacement of existing facilities with facility expansion costs borne by Anmore.
- Belcarra taking actions to increase volunteer firefighter numbers and demographics.

Facilitation

Provincial guidelines suggest that a facilitator can be particularly helpful when there is tension or poor communication between parties. The facilitator can assist parties to establish a negotiation process, facilitate negotiation, assist in dispute resolution; and assist in setting up other dispute resolution processes. The regional board provided administration throughout the service review process but did not facilitate the negotiations nor appoint a facilitator.

Service Review Conclusion

At any time during a statutory review, a participant can request that the Province appoint a facilitator to assist participants in reaching an agreement. However, because facilitation and mediation in a service review are non-binding, they can prove to be a fruitless use of time and resources when one or more parties are unwilling to participate in negotiations or intend to initiate a withdrawal from the service as an alternate course of action.

As noted in the service conclusion letter included as Attachment 3, Anmore and Metro Vancouver have both taken a firm position against changing or negotiating the terms of the current service arrangement. Anmore indicated their intention to initiate a service withdrawal if facilitation was requested from the Province. Two options were presented to Belcarra: accept the existing terms or dissolve the shared fire service. Given these positions, Belcarra proposed to end the service review process as continuation offers no means of a reasonable and fair conclusion with the present representatives.

As a longstanding service, it is recognized that there may be opportunities to negotiate again in the future. Financial contributions and fairness aside, both Villages derive benefits from the current arrangement including cost savings, enhanced efficiency, and improved safety. By consolidating resources and expertise, the communities also achieve better fire protection than they can operating independently. Of further value are the intangible benefits including the rich history and essential role of the service and dedicated volunteer firefighters. Also highly valued is the administrative support, service and financing opportunities provided by Metro Vancouver, particularly during a time when the organization is under pressure to reduce costs and streamline operations.

Service Review - Documenting the Results

Provincial guidelines recommend that the Review Body document its options and decisions after concluding the service review so that the process and its outcomes can be explained to future decision-makers and the public. The documentation can also provide lessons for the future by identifying the barriers that participants could not overcome.

A final report on the review process should include:

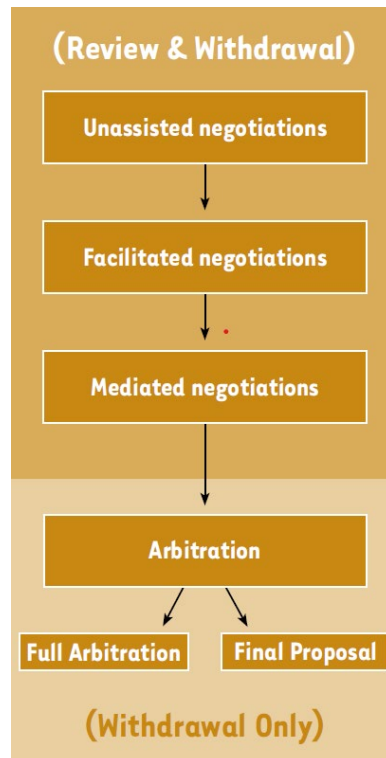
- description of the review process
- definitions of the problems addressed
- fact sheets for each service
- description of the options
- outline of the evaluation criteria
- results of the evaluation
- description of the agreement reached
- summaries of discussions at facilitated meetings.

It is recommended that a request be made by Council to the Chair of the Review Body to formally conclude the SVFD service review, and for the review process and its outcomes to be documented in a final report, per Provincial service review guidelines.

Service Review and Withdrawal Disputes

It must be recognized that Belcarra cannot control withdrawal from the shared service by the other participants. The Province provides guidance and recommendations for service withdrawals in a document titled *Reaching an Agreement on Regional Service Review and Withdrawal Disputes* (Attachment 4).

A flow chart outlining the suggested process is shown below outlining the steps in a shared service withdrawal that include negotiation, facilitation, mediation and arbitration.



Next Steps

While the service review has not resulted in an updated cost share agreement, the reasons for pursuing it remain valid. As previously noted, the primary condition of a service review is for all parties to negotiate in good faith, making reasonable efforts to reach an agreement while respecting the issues being addressed. This is not only a reasonable expectation of Belcarra, but one encouraged by the Provincial government with respect to shared services.

The Village cannot control the participation of other parties in the shared service. However, it can shift focus and direct its efforts toward a number of areas within its own authority to bring about positive changes. Among these, Belcarra can continue to advocate for the use of reason and fair process in business dealings and partnerships.

SVFD Trustees can also provide a valuable role and voice at the table. As the design and construction of the firehalls moves forward, Trustees can advocate for prudent spending, a focus on essential safety and functional upgrades, and awareness of the ongoing operational and maintenance costs which escalate with scope. They can also advocate for the exploration of options and creative approaches to solving problems and reducing costs.

Staff, Belcarra Council, and residents can collaborate on targeted initiatives to address current vulnerabilities and risks. Increasing its number of volunteer firefighters will help the Village fulfill its service agreement obligations and ensure that it has the capacity to operate independently, should any party choose to withdraw from the shared service in the future. Building on the strategies outlined in the SVFD Statements and Facts Brief, several approaches can be explored to increase volunteer firefighter numbers in Belcarra. As a complementary effort, this includes engaging residents in discussions around housing opportunities in the community, such as coach homes and accessory suites, to support community resilience and volunteer firefighter retention.

Village staff and Council can also actively participate in the search and preparation of grant applications, procuring letters of support, and meeting with grant funding providers to secure funding for the fire halls and other needs of the SVFD.

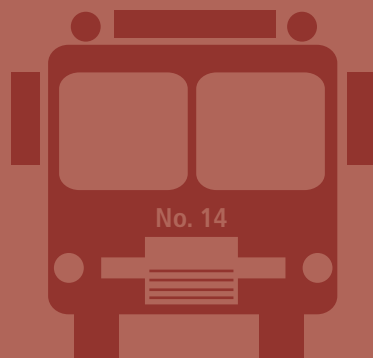
Staff will present Council with information and recommendations to support focused efforts on these approaches in the coming year.



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Attachment 1: Regional Service Reviews – Province of BC
Attachment 2: Village of Belcarra - Statements & Facts Brief
Attachment 3: Village of Belcarra Letter – Service Review Conclusion
Attachment 4: Regional Service Review and Withdrawal Disputes – Province of BC

Regional Service Reviews: An Introduction



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Regional Service Reviews: An Introduction



Regional districts have undertaken informal reviews of regional service arrangements since the 1960's. However, amendments to the

Local Government Act proclaimed in June 2000 created a formal process to help regional districts and their service partners review the terms and conditions of existing service arrangements. There is also a process for partners wanting to withdraw from a limited number of services. As well, the *Act* gives regional districts the authority and flexibility to include their own review processes within a service establishment bylaw. As a back-up measure, the legislation also presents a default process in case customized alternatives are not specified in service arrangements.

This booklet highlights the service review process for regional district board members and municipal council members. A second booklet, entitled *Designing Regional Service Arrangements: An Introduction* covers the topic of establishing service arrangements. For further details on service arrangements and service review, see the *Guide to Regional Service Arrangements and Service Reviews*.

This document can be found at www.cserv.gov.bc.ca/lgd on the Internet. Legislation authorizing service reviews is contained in Division 4.5 of Part 24 of the *Local Government Act*.

Overview

Traditionally, regional boards have been reluctant to undertake service reviews for many reasons, such as the cost of the process or the lack of a guaranteed outcome. However, service reviews can benefit all partners in situations where:

- partners have a tense relationship and need a chance to explain and resolve their frustrations;
- partners need information about a service and its implications to relieve tensions; and
- withdrawal is impossible, but a review allows partners to raise, and seek to resolve, concerns.

Service reviews should be considered when:

- the partners' shared vision changes;
- the service changes in scope and no longer fits the original vision;
- local conditions change; or
- scheduled by advance agreement in service establishment bylaws.

Types of Service Reviews

Regional districts have three options for undertaking a service review:

Informal Review

- independent of the *Act*'s review provisions
- proactive, customized review process designed by partners
- can be started at any time by regional district
- does not tie-in to service withdrawal

Bylaw-based Review

- proactive, customized review process designed by partners
- included in establishment bylaw
- supersedes statutory review once adopted

- can be started if no review has taken place in past three years
- may tie-in to service withdrawal

Statutory Review

- default option
- applies unless bylaw specifies an alternative
- participant must be in service at least five years (or shorter timeframe outlined in bylaw)
- can be started if no review has taken place in past three years
- bylaw does not include alternative process
- may tie-in to service withdrawal

Choosing a review option for a regional district service depends on the desired outcomes.

Review Method

Informal Review

- least formal option
- encourages partners to design fair and effective processes for resolving differences before problems arise
- freedom from statutory timelines
- able to address all service-related questions, including new partners
- allows stakeholder participation
- do not expect withdrawal
- no tie-in to service withdrawal provisions

Bylaw-based Review

- level of formality is local choice
- encourages partners to design fair and effective processes for resolving differences before problems arise
- freedom from statutory timelines
- able to address all service-related questions, including new partners
- allows stakeholder participation
- tie-in to service withdrawal provisions

Statutory Review

- most formal option
- increases profile of issue
- default timelines speeds review process
- want to use services of ministry-appointed facilitator
- tie-in to service withdrawal provisions

Interest-based Negotiation

Interest-based negotiation offers opportunities to address different values, priorities and goals of each partner and allows partners to reach an agreement on a sustainable service arrangement. This also helps service partners to build effective, long-term relationships that encourage future cooperation and coordination. Instead of winners and losers, everybody wins.

The Service Review Process

Most regional districts will find the flexibility offered by bylaw-based and informal service reviews attractive because they allow opportunities to fine-tune and improve services in a proactive manner. However, if regional districts choose not to develop customized service reviews, service participants can always rely on default service reviews as described in the *Local Government Act*. No matter which service review method is chosen, the overall review process is similar for each.

In all cases, every service review is a joint undertaking of the regional district and its members. It should involve representatives of every municipality and electoral area in the service at all stages and in all discussions. A review body, such as a steering committee, should be established for an informal or bylaw-based review. A defined review body is an element of a statutory review.

As they work together to review a service, partners will find they are most successful if they use an 'interest-based' approach that goes beyond positions and explores the underlying interests of everyone at the table so that they share gains through discussion, negotiation and mutual agreement.

Starting the Review Process

Informal and bylaw-based reviews begin at the regional district board level. In either type of review, the board can decide what to review and can add new services to the review at any time. Because these types of service reviews are initiated at the board level, no formal or written notice is required.

Review Participants

All parties must identify who will represent them in a review.

The regional district board undertakes both an informal and bylaw-based review. The board may choose to set up a steering committee to take responsibility for the review process. If the establishing bylaw provides for a specific review body, this provision must be followed.

In a statutory review, a regional board would appoint a director or the chair as its representative. A municipal council would appoint a mayor or councillor. The director of an electoral area would automatically be the representative for the area. These representatives would make up the review body.

Statutory reviews can be initiated by a municipal council or electoral area director. To do this, the service partner must provide written notice to the regional district board, all other participants and the Minister of Community Services. The notice must include, a description of the existing terms and conditions of the service arrangement the participant finds unacceptable, the reasons the review is required and the actions taken to resolve the issue. A separate notice is required for each service or group of services combined within an establishment bylaw. Statutory service reviews are undertaken only if the establishment bylaw does not include an alternative review process.

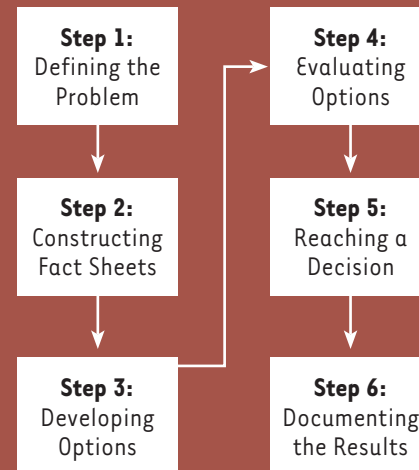
Setting up the Review Process

For any type of service review, a review body should:

- approve the scope of the review and the steps to be followed;
- define the problem(s) to be addressed;
- provide input as required;
- approve the options to be considered;
- identify the evaluation criteria to be used;
- make reasonable efforts to reach an agreement; and
- submit recommendations to the board.

It is helpful for the review process to be supported by a working group of senior staff from the regional district and member municipalities who provide information

Suggested Process for Regional Service Review



and ensure the process and timelines are respected. Consultants or other experts may also be hired to provide additional capacity.

Steps in the Review Process

Whether the service review is informal, bylaw-based or the default statutory option, there are six key steps in a review process.

Preliminary Meeting

Preliminary meetings are used to:

- clarify the issues;
- determine the full scope of the review (number of services, problems and issues related to services);
- identify each participant's interests; and
- agree to a negotiation process.

Preliminary meetings are not required for informal or bylaw-based reviews, but are usually good practice. Under a statutory review, a preliminary meeting must be held within 120 days of notice of a service review.

1. Defining the Problem

In its first step, the review body should:

- decide what services are to be included in the review;
- decide what issues the review will address; and
- identify the full range of concerns and perspectives.

Regardless of the review process chosen, there are no limits to the number of services that can be reviewed. There are also no limits to the number of services that can be reviewed within a single process. For informal and bylaw-based reviews, the board determines these matters. In the case of statutory reviews, the review notice establishes the initial scope of the review. For these default

reviews, separate notices of each service to be reviewed must be provided. Once a review has been initiated, all service partners must agree to add additional services to the review process before this can be done.

2. Constructing Fact Sheets

For each service under review, a common understanding of the status quo for each service should be established and summarized in a fact sheet. Fact sheets should include the service arrangement's definition, cost and control elements, as well as relevant contextual information and a summary of the different perspectives held on key issues. Because fact sheets also serve as an educational tool, their existence often resolves tensions and misunderstandings.

Timeframes

There are no deadlines for starting or completing an informal review. Bylaw-based reviews have time limits only if these have been included in the establishing bylaw.

Under statutory service reviews, negotiations must begin within 60 days of the preliminary meeting. There is no time limit for completing these negotiations.

3. Developing Options

In this step, options need to be developed for responding to key problems. Ideally, three to five options, including the status quo, should be developed. The options should reflect radically different approaches to resolving a problem so that they do more than merely vary a theme. In later stages, minor variations could be considered during a fine-tuning process. Once developed, the options and their implications should be described clearly to ensure they are well understood. It is also helpful to identify and explain the assumptions used to develop these options.

4. Evaluating Options

The objective of the formal evaluation is to provide an understanding of the implications of change associated with each option. Using a formal evaluation, options can be measured against a common set of criteria reflecting the values and interests of the parties involved. These criteria should be defined as precisely as possible, but need not be ranked, because the purpose of the criteria is to guide discussions of the options, rather than make a decision about the best choice. Possible criteria include: certainty; equity in governance; equity in financing; cost-effectiveness; simplicity/visibility; and, stability/predictability.

Using a Facilitator

At any time during a statutory review, a participant can request that the minister appoint a facilitator to assist participants to reach an agreement. Facilitators can be particularly helpful when communication between parties is poor or if there is tension between parties. The facilitator can:

- facilitate preliminary meetings;
- assist parties to establish a negotiation process;
- facilitate negotiations;
- assist in dispute resolution; and
- assist in setting up other dispute resolution processes.

The ministry pays the costs for the facilitator. Facilitators are not available for informal or bylaw-based reviews.

5. Reaching a Decision

Members of a review body must decide which option best matches the interests of their jurisdictions. The best option will most closely match the shared interests of all service partners. At this stage, options may be refined to adapt them to specific concerns. As well, the parties may choose to design packages of options that cut across services and accommodate many concerns to achieve the overall common interest.

6. Documenting the Results

After final agreement has been reached, the review body should document its options and decisions so that the review process and its outcomes can be explained to future decision-makers and the public. Amendment bylaws may be required to proceed with implementing service changes. Other documentation, such as memorandums of understanding, are also helpful for recording the shared intentions of the participants.

If a final agreement cannot be reached, documentation can provide lessons for the future by identifying the barriers that participants could not overcome.

A final report on the review process should also be included in the documentation package. This report should include:

- description of the review process;
- definitions of the problems addressed;
- fact sheets for each service;
- description of the options;
- outline of the evaluation criteria;
- results of the evaluation;
- description of the agreement reached; and
- summaries of discussions at facilitated meetings.

Review Costs

Two kinds of costs are associated with a service review:

- costs of running the process; and
- costs for each member's participation in the review.

In all types of service review, the process costs for joint reports, administrative expenses and experts' fees are borne by the regional district as part of the service cost.

The participation expenses of the reviewing body, including travel, staff and independent reports, are borne by the regional district as part of service costs in informal reviews. For bylaw-based reviews, these participation costs are borne by the regional district unless otherwise defined in the bylaw. Under the statutory option, participation costs are the responsibility of each electoral area or municipality participating in the review.

Requirements Unique to the Statutory Review Option

The statutory review option has some unique requirements. Summarizing them here, they include:

- Any participant in a service may start a service review.
- Parties to the review are the initiating participant and all other service partners, in addition to the regional board.
- A facilitator may be appointed by the minister if requested by the service review participants.
- A preliminary meeting must be held within 120 days of the initiation of the review.
- Negotiations must begin within 60 days after the preliminary meeting.
- Cost-sharing arrangements are defined.

Conclusion

Service reviews are a normal part of all service arrangements and will help regional districts and municipalities as they refine their service delivery, provide information on services, and ease any existing tensions over service delivery. Customized service review options can be easily designed as part of new service establishment bylaws, although existing bylaws may need to be amended. In either case, service participants can always fall back on the default option if they choose. In most cases, the review process can be simplified further if regional districts develop a standardized review process for all service arrangements.

For more information contact:

Ministry of Community Services
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Elsewhere in BC 1-800-663-7867
Ministry of Community Services:
www.cserv.gov.bc.ca/lgd





VILLAGE OF BELCARRA
SVFD Service Review
Statements and Facts Brief



Existing Cost Share Agreement

Fire service is provided by the Sasamat Volunteer Fire Department (SVFD), which is a Metro Vancouver service shared between Anmore and Belcarra and funded through the regional district property tax.

Capital costs related to the Sasamat Fire Service are currently shared 50/50 between Anmore and Belcarra, whereas operating costs are shared based on the assessed property values in each community – 30% Belcarra and 70% Anmore.

A consolidation of information is provided below to support discussions and negotiations. To account for the interests and perspectives of both parties, this includes statements made by Anmore in public documents, and substantiation with data and facts wherever possible. The intent is to provide the rationale for Belcarra's position, while also supporting unbiased and informed decision making on the part of both Village Councils and the fire service review members tasked to represent them. The information presented is open to correction, and additional information is invited for consideration.

Complete and Accurate Information

Statement (Anmore): Before we do any analysis of the content, it's important to ensure that we are dealing with complete and accurate information.

Agreed that any assessments, considerations and negotiations should be supported by facts, data, evidence or rationale to support informed decision making.

Support and Subsidization

Statement (Anmore): If a service review results in an outcome where Anmore must pay more to support Belcarra than the current agreement, it will not be supported by Anmore Trustees as it is not in the best interest of our residents, and the Trustees would recommend that Anmore Council withdraw from any shared services.

Agreed that Anmore should not pay more than current arrangement to support Belcarra. Neither should Belcarra pay more to support Anmore.

The consolidated data and information demonstrate that Anmore and Belcarra both benefit from the current arrangement and shared fire service. Both Villages support each other and contribute via different means. While Belcarra contributes financially by paying more than what they use or benefit from the service, Anmore contributes volunteer firefighters to cover Belcarra's current shortage.

Fiduciary Responsibility and Informed Decision Making

If a service review results in an outcome where Anmore must pay more to support Belcarra than the current agreement, it will not be supported by Anmore Trustees as it is not in the best interest of our residents, and the Trustees would recommend that Anmore Council withdraw from any shared services.

SVFD is a service function of Metro Vancouver that is administered by a Board of Trustees. Each Trustee has a fiduciary responsibility to act in the best interests of the fire protection service. Fiduciary responsibility is a legal and ethical duty to act in the best interest of another party. A fiduciary is entrusted to prioritize the beneficiary's interests above their own, exhibiting loyalty, good faith, care, and confidentiality. Political interests should not take precedence over the public safety interests of the specified fire protection area which is the responsibility of the Board of Trustees.

Fair assessment and informed decision should be made based on facts, data, and supporting rationale. This includes objective assessment which is not based on selfish interests, bias or misinformation. Agreements should be modernized and updated with changing times and information. Doing things the way they have always been done or what is best for each Village is not a defensible basis for sound decision making or agreements.

Operational Costs

Statement (Anmore): Anmore bears close to 80% of the operational costs, and if our community continues to grow, that amount could increase based on the established formula. Anmore already pays proportionally more for the operational costs to reflect our larger community.

SVFD operating costs are shared based on the assessed property values in each community which have an average split in recent years around 70/30 for Anmore/Belcarra. Operating costs are not currently based on the number of benefiting users (population) or demand (calls outs), which have an average split in recent years of 77/23 and 75/25 for Anmore/Belcarra.

Personnel, labour, equipment, assets and services all go to serve the number of benefiting users and demand. Anmore is currently paying 70%, while their number of benefiting people and use of the service is closer to 75-80%. Supporting data is presented below.

Property Value Based Contributions

Property assessment based contributions average around 70/30 in recent years:

Year	Belcarra	%	Anmore	%	Capital - Each (50%)
2025	\$135,249	30	\$316,730	70	\$246,050
2024	\$132,009	30	\$314,306	70	\$227,646
2023	\$114,682	29	\$286,387	71	\$220,146
2022	\$83,156	28	\$215,194	72	\$179,970
2021	\$71,965	27	\$192,089	73	\$129,750
2020	\$66,291	27	\$175,398	73	\$46,050
2019	\$67,998	29	\$168,830	71	\$46,050
2018	\$69,386	30	\$159,671	70	\$46,050
2017	\$76,175	31	\$165,958	69	\$41,050
2016	\$65,224	31	\$144,802	69	\$33,550
2015	\$62,135	33	\$125,201	67	\$28,500
2014	\$66,717	33	\$134,608	67	\$28,500
2013	\$55,376	31	\$121,312	69	\$28,500
2012	\$51,742	33	\$104,545	67	\$28,500
2011	\$55,066	34	\$109,128	66	\$15,900
2010	\$45,523	34	\$89,507	66	\$28,500
2009	\$42,312	34	\$88,211	66	\$28,500
2008	\$41,129	32	\$83,778	68	\$28,500
2007	\$40,218	34	\$79,195	66	\$28,500
2006	\$44,109	36	\$79,335	64	\$28,903
2005	\$46,267	39	\$73,917	61	\$28,750
2004	\$39,572	40	\$61,612	60	\$33,500

Population

Statement (Anmore): Interestingly, you have selected a set of data that starts in 2004, when Anmore's population first started to exceed Belcarra's, rather than 1980, when the cost-sharing agreement was developed. As you know, Anmore's population was significantly less than Belcarra at that time. It's also worth noting that Belcarra was fully supportive of the Letters Patent as a fair service agreement during the many years when its population was larger than Anmore.

Historical Population

Year	2021	2016	2011	2006	2001	1996	1991	1986	1981
Anmore	2356	2210	2092	1785	1344	961	741	n/a	n/a
Belcarra	687	643	644	676	682	665	586	549	430
Split	77/23	77/23	76/24	75/25	66/44	59/41	56/44		

Belcarra was incorporated in Aug 1979, while Anmore was incorporated in Sept 1987. Anmore has had a larger population since the Supplementary Letters Patent was established in October 1989 with the cost share allocations between the two Villages.

The table above shows census data and a population ratio of 77/23 for Anmore/Belcarra as of the last count. The Village of Anmore has seen considerable growth of 218% since the 1989 agreement, while Belcarra has experienced a more modest increase of 17%.

Anmore has a population of 77% or more benefitting users, while they currently pay closer to 70% with the property value based cost share agreement.

Call Outs

Call out numbers show higher Anmore use and demand for the service:

2024 SVFD Call Outs

Call Type	Anmore		Belcarra	
	#	%	#	%
Fire	5	71	2	29
Medical	54	78	15	22
Vehicles	5	71	2	29
Power Lines	3	43	4	57
Alarms	21	62	13	38
Burning	2	100	0	0
Gas	1	100	0	0
Misc	1	100	0	0
Total	92	72	36	28

2023 Total Calls: 78/22

2022 Total Calls: 74/26

Anmore represents 75% percent of the users, while they currently pay for closer to 70% with the property value based cost share agreement.

Call out statistics show that the bulk of the fire service goes towards public safety as opposed to protection of property/assets. Loss of life and injury prevention calls increase proportionally with the number of people in a service area. Call outs have also been increasing over time in line with the population growth in Anmore.

Cost Share Models

Fair does not mean equal. Equality means everyone contributes or receives equally, while fair means everyone contributes or receives based on their ability or need. A summary of different cost allocation models is presented below for consideration.

Taxation Based Cost Allocation

Taxation based models distribute costs based on the amount of taxes paid by households. It aligns costs with ability to pay and considers the varying economic capacity of individuals. This approach avoids placing a potentially disproportionate burden on lower-income people; they contribute less despite using the same or more services and are subsidized by other users.

Property Value Based Cost Allocation

Property value based cost allocation is used for assessing economic impact because it reflects the value at risk. It directly relates the cost of protection to the value of the property, which is the asset being protected. However, it overlooks the human safety component (loss of life and injuries), which is a primary goal of fire protection.

Population Based Cost Allocation

Population based cost allocation distributes costs based on the number of beneficiaries or users. Each person pays an equal share of the cost. It acknowledges that everyone benefits from fire protection and aims to prevent loss of life and injuries. It better addresses the need for public safety, especially in residential settings, and helps in allocating resources to protect a large or growing number of people.

Geographic Based Cost Allocation

Geographic based cost allocation considers specific locations and infrastructure with higher fire risk or greater potential for damage. This method can be used to optimize fire station placement and coverage, ensuring resources go where they are most needed. However, geographic allocation does not reflect ability to pay, economic risk, or beneficiaries/users of the service.

Cost Allocation Model Selection

The choice depends on whether the goal is to align costs with taxpayers' ability to pay (tax based), economic risk (property value based), higher risk areas (geographic based) or with the overall number of beneficiaries and users of the service (population-based).

The Villages have the same 'ability to pay' for a tax-based cost allocation model. The median after tax income in Anmore is \$136,000 while that in Belcarra is \$138,00 (2021 Census). However, the limited number of taxable properties in Belcarra places a 140% higher burden on each household compared to Anmore. With respect to geography, the Villages also have comparably equal fire risk and potential for damage.

The current property value based cost allocation recognizes economic impact by reflecting the value at risk. The assessed property values in Anmore totaled \$2,024,506,300 in 2025 compared to \$868,148,500 in Belcarra.

The supporting data and information suggest that a user-pay, population based model would be a more equal financial arrangement than the existing property value based model. It better represents public safety needs and use of the service to prevent loss of life and injuries; call out statistics show that the bulk of the fire service goes towards public safety as opposed to protection of property/assets.

Anmore has also had a larger population than Belcarra and used more of the services than it pays for based on call outs, since the 1989 cost share agreement was established. These numbers would have the cost share split at 77/23 or 75/25 based on population or use of service versus the existing 70/30 arrangement based on property values.

However, a population-based cost allocation does not acknowledge Belcarra's current volunteer firefighter shortage and Anmore's contribution to meet insurance and safety requirements for the service. This is discussed further in the section on Firefighters.

Capital Costs

Statements (Anmore): The Letters Patent was set up to be equitable for both communities, but sometimes equipment is needed in one community and not the other. The capital costs for new equipment and fire halls are split 50/50 as a fire hall is equally needed in each community and the SVFD generally uses the same equipment for both communities.

The agreement to share capital costs equally for equipment and buildings reflects the fact that we share the benefits equally. Anmore has paid 50% of the cost, even when it has been to purchase equipment that we don't specifically require, as it still benefits both our communities. A recent example is the purchase of a water tanker, which is required for Belcarra as you do not have fire hydrants in some areas. Anmore does have all the required hydrants, so on our own, we would not require a tanker. Regardless, we are splitting the cost evenly with Belcarra.

The equipment is not shared equally. Personnel, labour, equipment, services and all assets besides the firehalls go to serve the number of benefitting users (population) and demand (call outs). Anmore is currently paying 70% and 50% respectively, while their benefitting population and use of the service is closer to 75-80%.

With respect to the example provided, one piece of equipment is not representative of the overall supply or use; water tankers are also a mobile piece of equipment which can be used in both Villages.

Some additional information provides the context for the Letters Patent Agreement in 1989. Belcarra was incorporated in August 1979, while Anmore was incorporated in September 1987. Negotiations took place in 1988 prior to the 1989 cost share agreement between the two Villages.

At the time, Belcarra had a \$36M property assessment base while Anmore's was \$15.5M. A property value based cost share with this 70/30 split for both operational and capital costs would have had Belcarra picking up the bulk of the costs for the fire service despite having a smaller population and using less of the services.

While the property assessment model recognized the economic impact for protection of assets, it did not account for the public safety needs and use of the service to prevent loss of life and injuries. The subsequent negotiations resulted in a 50/50 split for capital, so that Belcarra was not subsidizing Anmore so heavily for both operational and capital costs. The 50/50 split approximates a population based cost allocation at the time which would have been around 56/44 (Anmore/Belcarra).

However, of critical importance – the 1989 deal was struck after both fire halls had already been constructed in 1977 at the same size of 1700 square feet. There was no consideration for facility replacements let alone population growth or facility expansions at that time.

Replacement of the existing firehalls, with upgrades to meet current safety and seismic requirements is considered a 'like for like' replacement. Facility expansion, on the other hand, is dependent on population; a larger facility is required to house more equipment and fire fighters to serve a growing population.

Belcarra has not experienced significant population growth or related need for increased services, additional equipment, or a larger firehall since the 1989 agreement. Like for like replacement, with safety and seismic upgrades, is sufficient for the Belcarra firehall. Anmore has experienced considerable growth since 1989 and does require increased services, equipment and a larger firehall to support their population growth since the 1989 cost share agreement was established.

Facility expansion projects are typically funded differently than replacement of existing assets. Additional information is provided on this in the Funding section.

Firefighters

Statement (Anmore): Anmore already provides most of the volunteer firefighters as Belcarra has not been able to meet its demographic requirements for the past few years. Belcarra has not been meeting its obligations under the current agreement. In particular, Belcarra is not meeting requirements for volunteer firefighters from your community, such as age demographics and the availability of your volunteers. Anmore has been filling the gap for you.

Staffing Levels:

Fire Station	Officers	Regular Members	Recruits In Training	Field Incident Techs	Extended Leave	Net Responders
Anmore Hall	5	14	0	2	3	21 + 3
Belcarra Hall	5	5	0	2	0	12 + 0
Totals	10	19	0	4	3	33 + 3
Targets	1 per 5 (9)	31 Members		5 Members	0	45 + 0

Anmore currently provides 21 active responders, while Belcarra provides 12, resulting in the following ratios:

21/33 = 64% Anmore
12/33 = 36% Belcarra

The above ratios demonstrate that Anmore does not provide firefighters proportional to their population or use of the service for which the ratios would be 77/23 or 75/25. Neither do they provide firefighters proportional to the current property value based cost share of 70%. While Belcarra is currently three responders short of the target, it is worth noting that they contribute more firefighters than they proportionally use and also have members available in the community during working hours to respond to calls.

Statement (Anmore): We also recognize that losing fire service in Belcarra would result in both safety impacts and risks related to insurance coverage and costs for its residents as Belcarra must have a minimum of 15 volunteer firefighters along with related equipment to meet the Fire Underwriters' requirements.

Both Villages benefit from the recently updated Metro Vancouver mutual aid agreement which ensures that smaller municipalities have adequate resources for larger emergencies, including fire events. The agreement supports the coordinated sharing of personnel, equipment, and facilities between fire departments to respond to incidents where local resources are insufficient.

That aside, Belcarra recognizes the need to improve volunteer firefighter numbers and appreciates the benefits and cost savings associated with the shared service arrangement with Anmore. The next section explores strategies that could be taken by Belcarra to meet their recommended targets.

Volunteer Firefighter Shortages

A shortage of volunteer firefighters is a challenge shared by many rural communities across BC and Canada. When rural municipalities can't meet volunteer firefighter requirements, it can lead to compromised safety and delayed response times, potentially putting communities at greater risk during emergencies. Fewer firefighters means it takes longer to arrive at the scene of an emergency, potentially exacerbating the damage from fires, accidents, or other incidents. A lack of sufficient personnel can compromise the ability to effectively manage and control emergencies, putting lives and property at greater risk. Fewer firefighters also means increased workload and potential burnout for those who are already volunteering their time.

Ultimately, addressing the volunteer firefighter shortage in rural municipalities requires a multi-faceted approach that combines recruitment, retention, and resource management strategies. By working collaboratively with local governments, fire departments, and community members, it is possible to find solutions that ensure the safety and well-being of rural communities. Some of these are expanded on below and could be explored to improve the numbers.

Incentives and Compensation:

- Paying per call: Compensating firefighters for each incident they respond to can help make volunteering more appealing.
- Offering stipends or bonuses: Providing financial incentives can help offset the time commitment can make volunteering more attractive.
- Offering health benefits or other perks: Benefits packages can be a valuable incentive for potential volunteers.

Recruitment Strategies:

- Targeted recruitment: Focusing recruitment efforts on specific demographics or groups within the community can be effective.
- Community outreach: Engaging with local organizations, schools, and businesses can help raise awareness and encourage participation.
- Highlighting the benefits of volunteering: Emphasizing the positive impact on the community and the personal satisfaction derived from helping others can be a powerful motivator.

Regionalization:

- Sharing resources and personnel: Collaborating with neighboring municipalities to share resources and personnel can create a more robust and efficient system.
- Establishing regional fire departments: Combining resources from multiple municipalities can create a more sustainable and capable fire service.

Exploring Alternative Models:

- Hiring full-time or part-time firefighters: Supplementing volunteer forces with paid personnel can help address staffing shortages.
- Utilizing auxiliary personnel: Enlisting volunteers for support roles (e.g., dispatch, fundraising) can free up firefighters to focus on emergency response.

Addressing Underlying Issues:

- Improving morale: Addressing issues such as low morale or lack of appreciation can help retain existing volunteers and attract new ones.
- Providing adequate training and equipment: Ensuring that volunteers have the necessary training and equipment to perform their duties safely and effectively is crucial.
- Encouraging employer support: Working with local businesses to encourage their employees to volunteer can significantly impact volunteer recruitment and retention.

Public Education:

- Promoting fire safety: Educating the public about fire prevention and safety can help reduce the number of incidents requiring emergency response.
- Raising awareness: Highlighting the importance of volunteer firefighters and the challenges they face can encourage more people to get involved.

Shared Services

Statement (Anmore): To be clear, ending the shared fire services agreement in our communities is not what Anmore Council wants. Even though we are capable of independently providing emergency response in our community we believe in the value of working together and sharing the costs in a way that is beneficial to both of our taxpayers.

Shared fire services offer several benefits besides cost savings, including enhanced efficiency and improved safety. By consolidating resources and expertise, communities can achieve better fire protection and emergency response capabilities. Some of the benefits are detailed below.

Enhanced Efficiency

Sharing resources allows for a more coordinated and efficient response to emergencies, including quicker containment and extinguishment of fires. Firefighters can cover more ground, better manage resources, and adapt to changing situations more effectively.

Improved Safety

Collaboration improves safety for both firefighters and the public. Shared training and resources can enhance the skills and preparedness of firefighters, leading to safer operations.

Cost Savings

Pooling resources can lead to cost savings through reduced duplication of equipment, training, and administrative functions.

Increased Adaptability

Shared services enable communities to better respond to various emergency situations, including wildland fires, structure fires, and medical emergencies.

Better Preparedness

Shared services can facilitate better communication and coordination between different fire departments, leading to more effective emergency planning and response.

Community Resilience

By working together, communities can build greater resilience to emergencies, ensuring a safer and more secure environment for residents.

Access to Specialized Expertise

Shared services can provide access to specialized training, equipment, and expertise that might not be available to individual smaller departments.

Improved Morale

Being part of a larger, well-supported team can boost the morale of firefighters, leading to a more engaged and dedicated workforce.

Conditions and Needs Assessment Report

Statement (Anmore) In 2018, the SVFD Board of Trustees received a Fire Hall Seismic and Conditions report indicating the urgency of infrastructure replacement. These serious risks include the lack of safe storage for contaminated breakout gear, which doesn't meet WorkSafe BC standards, the fact that the buildings are not seismically engineered and risk of collapse with significant seismic event (potentially trapping our trucks and equipment in the rubble when needed most) and the failing infrastructure overall.

The Anmore and Belcarra Firehalls - Conditions and Needs Assessment report delivered by Johnston Davidson Architecture + Planning Inc. on April 18, 2019, confirmed the following:

- buildings do not meet Post Disaster Standards and are not seismically compliant with BC Building Code
- apparatus bays have limited physical space, creating safety and operational hazards for the crews
- there is no separate storage for Personal Protective Equipment (PPE), which exposes firefighters to cancerous chemicals

In further detail, the report noted the following regarding the existing condition:

The existing firehall buildings have met the end of their respective service lives. Deficient building envelope performance (energy loss), low seismic design capacity, general ongoing operating costs (repairs to aged finishes, asbestos management, pest control, etc.) code deficiencies and a lack of key programmatic spaces are all present in both firehalls.'

A needs analysis regarding the spatial programming of firehall functional spaces revealed several gaps between the existing facility and the needs of modern day firehalls. Unfortunately, both the Anmore Firehall and Belcarra Firehall have issues with lack of essential functional spaces to accommodate fire department administration, decontamination, gender neutrality and industry standard key operational spaces required to meet the need of current fire department industry standards, **both for today and for the future.**

Both Villages agree with the need to replace the firehalls to address poor condition due to age as well as seismic and safety concerns.

The report notes the need to meet existing and future requirements, including facility expansion to support population growth. This is examined further in the next section regarding replacement planning.

Replacement Planning

As noted, the 1989 cost share agreement between Anmore and Belcarra was struck after both fire halls had already been constructed in 1977 at the same size of 1700 square feet.

The 2019 Conditions and Needs report notes the following with respect to facility replacement to meet existing versus future needs driven by population growth:

*The Fire Rescue Services is an essential service for the safety and well being of any community. The Sasamat Volunteer Fire Department (SVFD) was established in 1977, before the incorporation of both Belcarra and Anmore, with a contingent of 100% volunteer members. Since that time, the Department has grown to include over 45 paid-on-call / volunteer members operating out of two firehalls - Anmore Firehall and Belcarra Firehall both of which were built in 1977. However, after over 41 years in service, the two firehall buildings are facing deteriorating conditions, non-compliance with post disaster standards, and significant programmatic deficiencies despite the best efforts of the SVFD. The spaces found in the both the Anmore and Belcarra Firehalls can no longer provide suitable crew accommodations, nor sufficient operational spaces **to sustain the required level of service for the community now or into the future.***

The buildings that the SVFD currently resides in were originally designed in 1977 to serve the needs of the volunteer fire department. However, after over 41 years in service as the main Firehall, these buildings have met the end of its respective service lives and will need to be extensively upgraded or replaced **in order to meet the demands on the fire service today and into the future.** The buildings are suffering from physical deficiencies such as lack of an energy efficient building envelope, structural deficiencies in the roof structure and noncompliance with BC Building Code requirements. In addition, the spaces found in both the Anmore and Belcarra Firehalls can no longer provide suitable accommodations, nor sufficient operational spaces to sustain the required level of service for the community.

The condition report notes the expansion of the Anmore fire hall in 1997 to accommodate a growing population and related needs of the department by increasing the numbers of bays and the size of the training rooms. The Belcarra Firehall also underwent an addition in 1997 which added the hose tower, SCBA and training rooms. Though notably, those were functional and operational upgrades rather than facility expansion upgrades for capacity.

The Anmore Firehall houses the main suppression crew quarters and apparatus bays was renovated in 1997 to accommodate the growing needs to the department by increasing the numbers of bays and the size of the training rooms. The Belcarra Firehall has also undergone an addition in 1997 which added the hose tower, SCBA and training rooms. It is important to note that no structural upgrades have been implemented to either firehall since the original designs in 1977.

The distinction between the replacement of existing facilities due to age/condition or current standards versus capacity related facility expansion to support population growth becomes relevant with respect to funding sources, which is presented in the next following section on Funding.

Firehall Replacement - Conceptual Designs and Costs

The 2019 Conditions and Needs report by Johnston Davidson Architecture + Planning Inc design in April 18, 2019 included the following concepts and costs for the two firehall replacements:

Belcarra Firehall
Existing: 2386 sq ft
New: 7364 sq ft
Option 1: \$1,750,000
Option 2: \$1,848,000

Anmore Firehall
Existing: 4245 sq ft
New: 11,647 sq ft
Option 1: \$4,260,000
Option 2: \$3,185,000
Option 3: \$5,480,000

A subsequent proposal by Liberty Construction Group on Nov 20, 2024 proposed the following concepts and costs:

Belcarra Fire Hall
Existing: 2386 sq ft
New: 5752 square feet
\$7,658,516

Anmore Fire Hall
Existing: 4245 sq ft
New: 12,279 sq ft
Option1: \$10,995,721.80
Option 2: \$13,445,544

Of note are the considerable costs proposed by the Liberty design. Effort should be made to minimize costs and distinguish between essential and optional items. To support potential funding options, it may also be helpful to identify which upgrades and costs are required to meet existing standards versus those required for capacity upgrades to facilitate growth.

Funding

Discussions at the SFVD Board of Trustees have centered around an accelerated timeframe for the replacement of the two firehalls in Anmore and Belcarra. This would require debt financing or borrowing on the part of Metro Vancouver, as Metro Vancouver only recently started to build up a reserve for the firehall replacement costs. Unlike the Village of Belcarra which has a limitation on the amount of its debt, as stipulated in the Community Charter and related regulations, Metro Vancouver has no such limitation and can requisition, from both Anmore and Belcarra, what is needed to service the debt, i.e. to pay for the annual debt principal and interest costs (debt servicing costs).

On September 5, 2024, Metro Vancouver staff presented an estimated budget and the household impacts of financing two new Sasamat fire halls in Belcarra and Anmore, as well as the formal process for obtaining debt financing. This report updates the budget and household impacts to reflect the revised number of residential occurrences for Belcarra to not include residential water lots and includes a third financing scenario of \$10M.

The construction costs for replacing the two fire halls are currently projected in the range of \$10M to \$20M depending on the scope. Based on the debt scenarios to borrow three potential loan amounts (\$10M, \$14M, and \$20M), the projected incremental annual average household impact range from \$365 to \$925 for Anmore and \$870 to \$2,220 for Belcarra depending on the loan amount and the amortization term. It is important to note that the budget impacts do not include any operating impacts and is based on current financing rates.

Asset Replacements vs Facility Expansion

Facility expansion is a variable cost dependent on population growth. A larger facility is required to house more equipment and fire fighters to serve a growing population. Capacity upgrades and facility expansion projects are funded differently than replacement of existing assets. Municipalities develop asset management plans for the replacement of existing assets, which are typically funded by property taxes, while growth related capacity or facility expansion projects are typically funded by development cost charges following a growth pays for growth principle.

Growth pays for growth is a widely applied municipal principle suggesting that the costs of infrastructure and services needed for new development should be paid for by the development itself, rather than by existing taxpayers. This is often implemented through development cost charges (DCCs) or amenity contributions, which are fees paid by developers on new building units.

New developments require expanded infrastructure like roads, water systems, and sewer lines, as well as new public services like fire stations and parks. To cover these costs, municipalities charge developers a fee, or development cost charge, for each new housing unit or commercial space built. Developers pay these charges to the municipality upfront. The charges are embedded in the price of the new home, making the new home buyers responsible for the fees.

It's considered unfair for existing residents to subsidize the infrastructure and services needed for new growth, especially when they may not directly benefit from it, and they paid for the existing services at the time they were constructed. It also ensures that municipalities can fund necessary infrastructure without raising property taxes on current homeowners.

The Development Cost Charge Best Practices Guide (March 2025, Province of BC) provides considerable guidance and information on how to fund facility replacements versus facility expansion. It also provides guidance on establishing funding contributions through benefiting party calculations for the replacement of existing assets versus growth related capacity upgrades.

Future infrastructure needs are based on factors including population and employment growth, call out trends and service demands. Strategic assessments or feasibility studies may be conducted to determine whether new facilities, major upgrades or additional equipment are required. DCCs must finance the construction of infrastructure that will service development either directly or indirectly; requiring consideration of how much a project will benefit development. Apportionment of capital costs in the DCC bylaw should include supporting documentation and be technically based where possible.

The best practices guide provides examples of how to apportion benefit for different project types, including the two relevant examples provided below.

Table 41

Allocating Benefit – Replacement and Expansion of an Existing Facility

Allocating Benefit – Replacement and Expansion of an Existing Facility

If an existing fire station is being demolished and expanded, the portion of the facility which currently exists should not be included in the DCC calculation.

Benefit to existing/new development
= 50% (5,000 sf / 10,000 sf) (existing development)
= 50% (100%-50%) (new development)

Assumptions:

- The existing 5,000 square foot fire station is being demolished and expanded to a 10,000 square foot station.

Table 42

Allocating Benefit – Replacement of Existing Facility with Enhanced Servicing Capacity

Allocating Benefit – Replacement of Existing Facility with Enhanced Servicing Capacity

An existing fire hall may be renovated or demolished and reconstructed without adding additional floor area. In this case, if the project results in increased capacity to service levels, a portion of the capital costs can be attributed to new development.

Benefit to existing/new development
= 66% (2 vehicles / 3 vehicles) (existing development)
= 33% (100%-66%) (new development)

Note: Alternative ways to quantify the increase in servicing capacity could be response times or staffing.

Assumptions:

- Existing 5,000 square foot fire station with two fire vehicle bays renovated to accommodate three vehicle bays.

SUMMARY AND CONCLUSIONS

The consolidated data and information demonstrate that Anmore and Belcarra both benefit from the current arrangement and shared fire service. Both Villages support each other and contribute via different means. While Belcarra contributes financially by paying more than what they use or benefit from the service, Anmore contributes volunteer firefighters to cover Belcarra's current shortage. Additionally, shared fire services offer several benefits including cost savings, enhanced efficiency and improved safety. By consolidating resources and expertise, both communities achieve better fire protection and emergency response capabilities than they can operating independently.

Based on the data and supporting information, the most equal financial arrangement is a population based model for both operational funding and capital funding. Population based cost allocation distributes costs based on the number of beneficiaries or users. Each person pays an equal share of the cost. This is a user pay model that allocates charges according to the number of services and assets used, which is directly related to the size of the population. It reflects that a larger population draws more services, demands more labour, uses more assets and equipment, and requires facility expansion to support growth. It also acknowledges that everyone benefits from fire protection and aims to prevent loss of life and injuries. It better addresses the need for public safety, especially in residential settings, and helps in allocating resources to protect a large or growing number of people.

Anmore currently benefits from both the existing capital and operational cost share arrangements – they pay 50% for capital and 70% for operations while their benefitting users (population) and use of the service (call outs) are respectively 77% and 75% and have grown year over year since the original cost share agreement in 1989.

However, a population-based cost allocation does not acknowledge Belcarra's current volunteer firefighter shortage and Anmore's valuable contribution in that regard to meet the insurance and safety requirements to sustain the service.

The firehalls are fixed assets that serve each community and cannot be shared like other equipment. They are also large expenditures which were not considered at the time of the 1989 agreement when both firehalls were the same size. As such, it is proposed that the capital facility replacements and corresponding reserves be considered separately.

Belcarra does not require a larger firehall to support population growth, which has only marginally increased over the time of the cost share agreement. Nor do they require additional capital assets or operational services to support population growth. The growth related capital and operational cost increases are driven by population growth in Anmore, which has increased 218%.

The Villages both agree on the need to prioritize replacement of the firehalls. To come to a suitable arrangement in a timely manner and reduce the number of terms to be agreed on at this time, it is proposed that the current property value based cost arrangement be kept for operational and capital funding, aside from the facility replacements. Notably, this arrangement continues to have Belcarra pay more than it uses both operationally and capitally (labour, equipment, services, etc.). However, it also acknowledges that Belcarra currently benefits from volunteer firefighters provided by Anmore.

At such time in the future when the firehalls are constructed, and Belcarra has met and sustained its volunteer firefighter numbers, the service agreement should be reviewed to consider a population based cost share arrangement for all capital and operational costs.

OPTIONS

In consideration of the information presented, three firehall replacement options were considered:

- 1) Each Village pay for their own firehall replacement (user pay).
- 2) Apply population based contributions for replacement of both firehalls (user pay).
- 3) 50/50 cost share for replacement of existing facilities; facility expansion costs borne by Anmore

Option 1 (Preferred)

Simplistic formula and approach. Equal division based on user pay approach, with each Village paying for what they need and use. Allows each Village the flexibility to determine which optional items and costs they wish to include with firehall designs that meet their budgets and community needs. Acknowledges that the firehalls were constructed at the same size and a larger hall is needed for Anmore to accommodate their larger population and related needs. Facility reserves to be shared equally as each community contributed equally. DCC funding option recommended for Anmore to support higher facility costs related to population growth.

Option 2

Capital facility reserves applied to replacement of both halls. Remaining debt servicing costs split based on population ratio.

Option 3

Capital facility reserves and debt shared equally for like-for-like replacement of the existing facilities with required seismic and safety upgrades. Additional facility expansion costs to be borne by Anmore (growth pays for growth). Of note, this arrangement still has Belcarra contributing more than population based or property tax based models for the fire hall replacements (Anmore financially subsidized by Belcarra).

With Option 2 or 3, Villages should work together to minimize costs and address essential upgrades versus optional improvements with the designs.

BELCARRA PREFERRED OPTIONS

Maintain existing property valued based allocations for operating and all capital aside from facility replacements.

Prioritize replacement of the firehalls. Each Village pay for their own fire hall replacement.

Belcarra to take actions to increase volunteer firefighter numbers and demographics.

At such time in the future when the firehalls are constructed, and Belcarra has met and sustained its volunteer firefighter numbers, revisit modernization of the service agreement to consider population based models for all capital and operational costs.

Both Villages to seek grant funding and commit to providing letters of support for joint or individual applications.



VILLAGE OF BELCARRA

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October 9, 2025

Metro Vancouver
Office of the Chair
Metrotower III, 4515 Central Boulevard
Burnaby, BC V5H 0C6

VIA EMAIL

Dear Chair Hurley:

Re: Sasamat Volunteer Fire Department (SVFD) - Service Review Conclusion

A shared service is successful as long as the benefits of participation continue to outweigh the costs. Among the costs, the potential for tension with shared control is high. Tensions often arise when cost-sharing is considered unfair due to tax base or demographic shifts, when service levels exceed what one deems necessary, or when partners feel stuck in unsatisfactory arrangements without viable alternatives.

The potential for conflict should be anticipated and mitigated through the shared service agreement. Consideration of the key issues can avoid predictable conflicts through terms that anticipate demographic and economic trends, service requirements and cost allocation changes through automatic or periodic adjustments. Unfortunately, such terms are not built into the existing service agreement and Anmore is not supportive of their inclusion, despite reasonable and fair grounds.

The existing arrangement has Belcarra paying more than it uses both operationally and capitally for labour, equipment, facilities and services. This divide has widened over the years with Anmore's population growth of 218% to Belcarra's 17% in the period since the 1989 cost share agreement was struck. While conditions have changed, the terms of the agreement have not. The 50/50 capital cost split was a resolution to dispute at the time and never representative of typical cost share models based on property value or population size. Arguably, it may have borne some relevance at the time, when the fire halls and populations were of similar size. However, there is no defensible basis for it now.

Belcarra has made repeated appeals for an updated service agreement and cost share allocation to address current and future conflicts. In response, both Anmore and Metro Vancouver have expressed that they will not negotiate any terms of the current service arrangement and pose only two options to Belcarra: accept the existing terms or dissolve the shared fire service. The proposal of mediation to work out differences was met with the same ultimatum. Given these positions, Belcarra proposes to end the service review process as continuation offers no means of a reasonable and fair conclusion with the present representatives.

Belcarra will continue to advocate for the use of reason and fairness in business dealings and partnerships. A condition of a service review is for all parties to negotiate in good faith, making reasonable efforts to reach an agreement respecting the issues being addressed. Instead, an ultimatum has been used as a first and only resort prior to and throughout the service review process. While ultimatums can be used to force decisions, they also erode trust, stifle creativity, and damage relationships. Further, they shut down negotiation, innovation and the exploration of creative solutions, while disregarding concerns and issues. As a longstanding service, we recognize that there may be opportunities with changing representation to negotiate in the future, and we remain hopeful that reasonable minds will prevail.

Given the stark choice to pay more than our fair share or dissolve the service, Belcarra opts to keep the shared fire service intact. Financial contributions aside, both Villages derive benefits from the current arrangement including cost savings, enhanced efficiency, and improved safety. By consolidating resources and expertise, the communities also achieve better fire protection than they can operating independently. Of further value are the intangible benefits including the rich history and essential role of the service and dedicated volunteer firefighters. Also highly valued is the administrative support and service provided by Metro Vancouver, especially during a time when the organization is under pressure to reduce costs and streamline operations.

We are prepared to move forward with design and construction of the firehalls. However, we stress the need for prudent spending with a focus on essential safety and functional upgrades. Of further consideration are the ongoing operational and maintenance costs which escalate with scope and will be borne by the Villages many years into the future. As small communities, we both face challenges to deliver services with limited funding while addressing rising costs, increased responsibilities and aging infrastructure. However, Belcarra is further challenged with limited options for growth, having a geographical area of 5.5 square kilometres of which only 30% is developable. This is not the case for Anmore who has the advantage of growth to fund facility expansion projects.

Despite differing positions on cost share allocations and resolution approaches, we will continue to highlight the positive aspects of shared service benefits, appreciation for volunteer firefighters, and commitment to delivering fire protection in both communities.



Mayor Jamie Ross
Village of Belcarra

cc:

Mayor John McEwen, Village of Anmore
Karen Elrick, CAO, Village of Anmore
Brant Arnold-Smith, Metro Vancouver
Dorothy Shermer, Metro Vancouver
Ravi Chhina, Metro Vancouver
Melony Burton, CAO, Village of Belcarra



Reaching Agreement on Regional Service Review and Withdrawal Disputes



Ministry of Community Services

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Introduction



The *Local Government Act* provides regional districts with a framework for developing service delivery partnerships with municipalities and

electoral areas. With this new legislation in place, B.C.'s local governments can:

- design innovative and sustainable service arrangements;
- review how regional district services are provided; and,
- withdraw from service arrangements in some cases.

This publication looks at ways local governments can renegotiate service arrangements effectively through service reviews or agree on service withdrawal, if necessary. It focuses on the following ways to reach agreement:

- interest-based negotiation;
- facilitation; and,
- mediation.

Cooperation Between Service Partners

Service Arrangements

To fulfill their service delivery role, regional districts work to encourage cooperation between municipal and electoral area service partners. For their part, service partners will cooperatively participate in service arrangements they see as fair and beneficial. They must believe these arrangements provide benefits and that these benefits outweigh the financial costs and other compromises needed to achieve them. They must also feel that they have a degree of control over the shared service. Conflict can occur when the conditions for the original agreement or vote have changed, or if service partners feel they have little leverage to make change happen.

Service Reviews

Under past regional district voting rules, a dissatisfied partner had little power to start a review process that would adapt services to meet new conditions created by change. To prevent local governments from being tied to unsuitable service arrangements forever, the *Local Government Act* now provides opportunities for periodic service reviews. These reviews let service delivery partners address their changing service needs, renegotiate the terms and conditions of a service arrangement, and resolve differences internally. Any type or number of services can be reviewed. Regional districts and their service partners have three service review options now:

■ Informal Review

- independent of Act's review provisions
- proactive
- can be started any time by regional district

■ Bylaw-based Review

- included in establishing bylaw
- over-rules statutory review, once adopted
- review timetable set in establishing bylaw

■ Statutory Review

- default option
- applies unless bylaw specifies an alternative
- can be started by service partner every three years, at most

Sources of Information

Introductory Booklets:

Designing Regional Service Arrangements: An Introduction

Regional Service Reviews: An Introduction

Detailed Guide:

A Guide to Regional Service Arrangements and Service Reviews

Legislation:

Division 4.5 of Part 24 of the *Local Government Act* and Part of the *Community Charter*.

Visit the Local Government Department website (www.cserv.gov.bc.ca/lgd) for additional information on resolving disputes and service arrangements.

Service Withdrawal

The *Local Government Act* provides a process for a service participant to withdraw from a service if they cannot agree on changes to the terms and conditions for the service. Prior to legislative change in 2000, participants could only withdraw from a service following the same assent and consent procedures that they followed to get in, or with the approval of two thirds of all the participants. Now, the Act creates a rational and fair process for any participants to withdraw from a service, in the hope that service partners can resolve their differences and continue to have a good working relationship for the service and on other issues.

When Service Withdrawal is Not an Option:

- core government functions (i.e. general administration)
- regulatory services (i.e. building, animal, nuisance)
- mandatory functions (those functions required by another Statute), and
- services exempted by Cabinet regulation:
 - emergency telephone system
 - transit
 - regional parks
 - regulation, storage and management of municipal solid waste and recyclable materials

A Principled Approach to Dispute Resolution

In any working relationship, tension and conflict is natural. Because of their different circumstances and goals, members of regional districts sometimes disagree with each other. Resolving these disputes internally by negotiating a fair outcome will smooth relationships and help the regional district and its members fulfill their mandates more effectively. Solving conflicts early will also help members avoid stressful and costly arbitration or court action.

Where Alternative Dispute Resolution is Used

Alternative dispute resolution tools have been used with frequent success in labour, residential tenancy, environmental, land use and commercial disputes for the past fifteen years in B.C. Increasingly, other types of conflicts are also being resolved through alternate methods of dispute resolution. For example, B.C.'s Supreme Court system allows one party to any civil, non-family court action to require other parties to go to non-binding mediation.

In 1995, the *Local Government Act* was amended to introduce alternative dispute resolution (ADR) processes to resolve growth management disputes between local governments.

In 2000, ADR was extended to regional district services. In 2004, the newly created *Community Charter* also incorporated ADR provisions for inter-governmental disputes. This legislation emphasizes:

- equal and fair treatment of service partners;
- mutual agreement, consensus and collaborative decision-making;
- interest-based negotiation;
- facilitation;
- mediation; and,
- arbitration for service withdrawal, when necessary.

Definitions

INTEREST-BASED NEGOTIATION: Discussions to find an agreement between parties based on the interests of negotiating parties, rather than their positions.

FACILITATION: Joint negotiations where a person neutral to the issues and parties manages the discussions to ensure clear and on-going communication.

MEDIATION: Joint negotiations where a person neutral to the issues manages the discussions and acts as a go-between among negotiating parties to help them achieve mutual understanding and agreement. The mediator is involved in finding a solution. There is often a fine line between facilitation and mediation.

ARBITRATION: A formal process where a neutral third-party makes a decision for the parties in the dispute. The decision is based on facts and evidence, not negotiation.

A principled approach to resolving regional service disputes requires all service partners working to create a process that is fair, efficient and effective so they can resolve the issue and maintain a positive working relationship. Ensuring “buy-in” to the process, where all agree to participate and work towards agreement is another important factor. Dispute resolution processes help service partners focus on the real issues in dispute because they can work together to set the agenda and decide what the terms of the agreement will be. If the parties agree on a resolution, they are more likely to be satisfied with it and are, therefore, more likely to put it into practice and make it work.

An appropriate dispute resolution process helps service partners reach agreement quickly and efficiently in the early stages of negotiation by requiring them to work closely together on service arrangement issues. Everyone is expected to negotiate in good faith and make all efforts to reach agreement, with or without the assistance of a facilitator, mediator or other person neutral to the issues in dispute.

Resolving Service Review Disputes

An informal review is initiated and undertaken by the regional district at any time. All service partners should participate. There is no legislative framework that guides this type of service review.

For a bylaw-based review, service establishing bylaws can state a time period for service reviews and the participants in a review. The statutory service review option permits reviews no more often than every three years and the legislation specifies who can participate. To request a review, whether bylaw-based or statutory, service partners must have taken part in the service for at least five years.

Service partners in informal and bylaw-based service reviews are not required to use ADR, but the use of interest-based negotiation and if needed, facilitation, mediation and, in some cases, arbitration is encouraged. The statutory option incorporates an ADR process that includes elements of interest-based negotiation, facilitation, mediation and arbitration.

Service partners in a review negotiate disputes either without outside help, or with the help of an independent facilitator or a mediator. If a service partner in an informal or bylaw-based review wants the help of a facilitator, all partners need to agree. The statutory option provides for the appointment of a facilitator, upon the request by any one service partner.

If a statutory review has begun, the Minister of Community Services may choose to appoint a facilitator who monitors the review and helps the participants reach agreement. At any time, the facilitator can help service partners to resolve disputed issues, or provide advice on how to set up their own mediation or other dispute resolution process. If the partners cannot reach an agreement, one or more partners may choose to withdraw from the service.

Resolving Service Withdrawal Disputes

The *Local Government Act* allows service partners to withdraw from certain services only after the partners fail to resolve the issues in dispute to everyone's satisfaction. Partners can withdraw only under certain conditions. Further, service partners must try to agree on fair terms and withdrawal conditions through negotiation, facilitation or mediation. A minister-appointed facilitator can help service partners to reach acceptable terms and conditions of withdrawal.

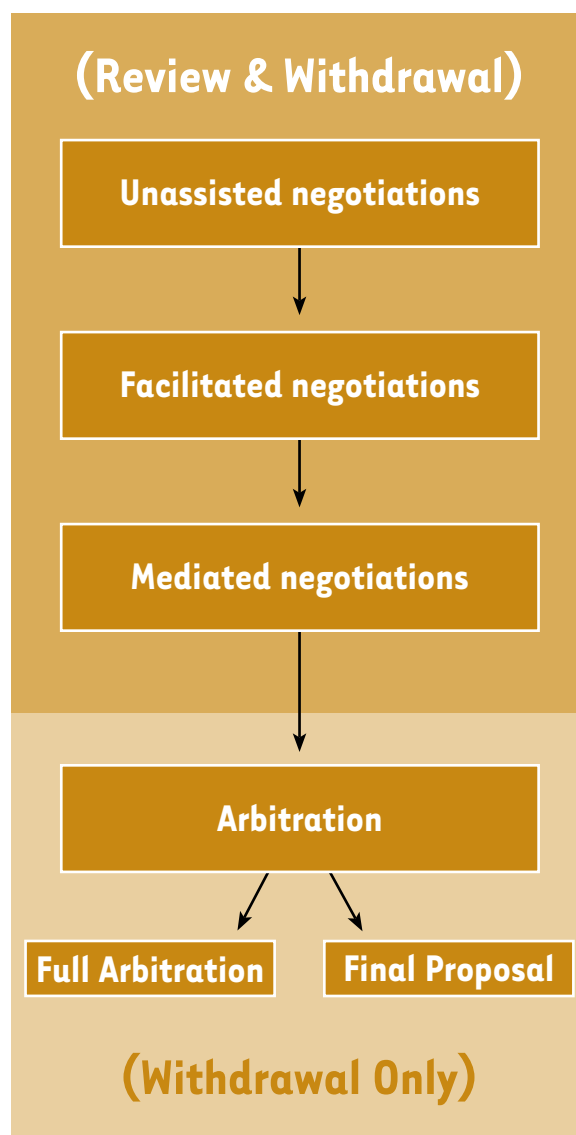
If these methods are unsuccessful, the Act provides two arbitration options to end the dispute: full arbitration or final proposal arbitration. Parties to a dispute would be referred to one of the arbitration processes only as a last resort when all other methods of dispute resolution have failed.

Methods of Arbitration

FULL ARBITRATION is a formal hearing in a court-like process with witnesses and evidence. An arbitrator reviews the testimony and submissions before making a final decision. This can be a very time-consuming and expensive process.

FINAL PROPOSAL is an arbitration method where disputing parties submit written dispute resolution proposals to an arbitrator. There are no oral hearings, testimony or other submissions allowed. The arbitrator chooses which proposal will be put into effect for each issue in dispute, meaning that one party "wins" and the other "loses". This option is less expensive and time-consuming than full arbitration.

At all stages in a service review or withdrawal process, including the arbitration process and for 60 days after, the Act encourages parties to resolve issues. Wherever possible, the emphasis is on reaching agreement.



Examining Sources of Conflict

The first step in resolving differences is to discuss possible sources of conflict. Unless everyone understands the underlying reasons for a disagreement, it will be impossible to overcome an impasse. Polarizing an issue into “us against them” is never helpful. Most often, problems center around the issue at stake or the way people deal with one another.

Conflicts can arise from:

- unequal impacts, benefits or costs;
- different expectations, assumptions or forecasts;
- different definitions of the issue;
- different values;
- fragile relationships;
- different standards of behaviour; and,
- decisions/actions on unrelated issues.

Interest-Based Negotiation: Strengthening Relationships

Interest-based negotiation is a common way of making decisions, particularly when a long-term relationship is important. Because it tries to find mutually acceptable answers, it usually improves relationships. Other methods of decision-making, such as majority votes, courts or arbitration, often result in “winners” and “losers”, an outcome that tends to strain future relationships. An interest-based approach that is based on mutual agreement will:

- provide an opportunity for people to gain a better understanding of diverse views;
- provide the framework for establishing a united approach;
- lead to more “win/win” outcomes;
- ensure service participants are not forced into a vote that commits them to a position; and,
- make implementation easier to achieve.

Typical methods of negotiation have focused on the *positions* held by negotiating parties. Often, these positions would become entrenched and lead to an impasse where negotiations fail and arbitration or court action becomes the next option. Under this traditional type of negotiation, there is little opportunity to explore joint gains, and cooperation is seen as a sign of weakness.

Interest-based negotiation focuses on the *interests* of the negotiating parties to produce outcomes efficiently and amicably, as an alternative to positional bargaining. It changes the context for resolving disputes by creating a negotiating environment that rewards joint problem solving. When participants view themselves as problem-solvers, they depart from the traditionally adversarial model of positional bargaining to develop a list of

possible options and then arrive at a final solution that relies on objective standards, rather than on the will of any individual. The goal is joint progress for everyone at the negotiating table towards an outcome that meets the underlying interests of all concerned.

Interests

Interests include:

- Needs
- Desires
- Concerns
- Fears
- Hopes

Interest-based negotiation is founded on the following principles:

1. Separate the people from the problem.

- Don't take disagreements personally or attack individuals who disagree.
- Work together for a shared solution.

2. Focus on interests, not positions.

3. Use objective criteria.

- Agree on a fair standard for evaluating solutions, rather than stubbornly sticking to positions.

4. Design options for mutual gain.

- Explore creative ideas for problem-solving.

5. Know your best and worst alternatives to a negotiated agreement.

- Know what alternatives there are if negotiations fail.

6. Encourage joint fact-finding.

- Information must be believable and acceptable to everyone.
- Openness overcomes skepticism.

7. Accept responsibility, admit mistakes and share power.

- Pursue reasonable goals.
- Focus on cooperation and the desire to have a long-term relationship.

8. Act in a trustworthy way at all times.

- Keep all promises.
- Say what is meant and mean what is said.
- Do not demand results that others cannot deliver.

9. Focus on building long-term relationships.

- Use short-term issues to nurture long-term goals.

All nine principles complement one another and can be used together as an efficient and effective way to approach negotiations and conflict resolution.

Establishing a Process for Interest-Based Negotiation

Service review or withdrawal negotiations could involve many parties and are, therefore quite different from more typical two-party negotiations. The number of parties involved makes negotiations more complex. As well, these negotiations require more preparation so that everyone begins negotiations with a similar understanding of what is being negotiated and how to proceed. Often, it is helpful for individual parties to be trained in negotiation before they begin so that they can become familiar with the issues independently without outside pressure from other parties. Negotiations take more time than arbitrary decisions, but the productivity resulting from smooth working relationships makes this time well spent.

There are generally five steps to reaching agreement:

1. preparation
2. assessment
3. establishing process and procedure
4. identifying and revealing interests
5. creating options and solutions

At all stages, trust is a key to successful negotiations.

Step 1: Preparation

The first step in establishing a negotiation process is to determine who may want to participate. In an informal review, the regional district should provide an opportunity for all service partners to participate. The establishing bylaw that sets out a bylaw-based review should identify those parties who can and should participate in a review. The statutory option provides all local governments participating in a service with the opportunity to participate in a dispute resolution process relating to that service. Limiting participation is not an option.

Participants choose who will represent them and how their representatives will communicate with their local government. The Act specifies who is eligible to represent participants for statutory reviews.

Representatives

Section 813.02 of the *Local Government Act* specifies review participants and who is eligible to represent participants for statutory reviews. Participants are:

- the initiating participant;
- any other service participant; and
- the regional district board.

In the case of a municipality, the representative is:

- a council member appointed by the council; or,
- the mayor, if no appointment is made.

In the case of an electoral area, the representative is the electoral area director.

In the case of the regional district board, the representative is:

- a director appointed by the board; or,
- the chair, if no appointment is made.

Participants must notify the other parties as to who their representative will be.

Step 2: Assessment

Each local government participating in negotiations needs to:

- clarify existing information and identify information gaps;
- think about interests that need to be met and why;
- prioritize issues by importance;
- clarify any assumptions about the other participants;
- look at issues from the others' point of view;

Questions for Determining Interests

1. What are our jurisdiction's most important interests? Can we prioritize them? How much do we care about each?
2. Why are we involved in this negotiation? What do we hope to gain from this? What could we lose if this process does not succeed? What are the key factors of success for us?
3. What other jurisdictions share interests with us? What do we think other jurisdictions' interests may be? Can we prioritize them?
4. How will our knowledge of other local governments' interests assist us in achieving our goals?
5. How have our jurisdiction's interests changed over time and how might they change in the future?
6. What will happen if we cannot reach agreement?

- determine if education regarding the negotiating process and effective participation is required;
- be ready to listen carefully to what others say; and,
- be ready to speak clearly in a way that will make others want to listen.

Step 3: Establishing the Process and Procedures

Setting a positive tone from the outset of negotiations is crucial to their success. Convening events, such as the preliminary meetings required in a statutory review, can serve to establish the process and procedures for negotiations before they begin. By establishing ground rules, everyone knows their respective roles and responsibilities. These ground rules can cover such things as:

- decision-making rules;
- external communication with stakeholders, public and the media;
- summaries of meetings; and,
- whether or not the assistance of a facilitator/mediator is required.

Agreeing on matters as simple as when and where to meet sets the tone. Meeting consistently and frequently is also helpful. Focusing on one or two specific issues per meeting rather than trying to deal with everything, ensures that meetings are productive. Negotiating these ground rules proves to participants that the outcome is ultimately theirs to control. They can also see how they would lose control if they fail to reach an agreement and require an arbitrator.

Early discussions or preliminary meetings establish the motivations of each party and their commitment to the process. They allow parties to list an agenda of concerns that incorporates all the issues and concerns raised by the participants. This list, known as a

problem statement, should be endorsed by all parties in the negotiation because it provides a focus for future meetings and discussions. Participants also have the opportunity to decide in advance how they will deal with the possible outcomes of negotiations and be held accountable for them. As well, ensure that any requirements imposed by the *Local Government Act* or other legislation, such as the *Freedom of Information and Protection of Privacy Act*, are included when establishing an agreement on process and procedures. Such an agreement should be flexible and open to amendment as proceedings progress. Criteria for the timing and methods used for amendments should also be established.

Within the statutory review process, preliminary meetings can be facilitated by a provincially appointed facilitator. Once the process issues are worked out, the parties can then decide if they want the facilitator or other neutral party to assist them with the negotiating process.

Step 4: Identifying and Revealing Interests

During the fourth stage, all participating parties identify key interests for negotiation. As well, all indicators for measuring these interests must be determined and clarified. Establishing a work plan will identify tasks, such as undertaking studies or preparing cost projections, determine who will do them and set deadlines. The work plan can also be used to start a working group of senior staff from the regional district and municipalities to undertake joint studies and information gathering.

To get participants to think about interests instead of positions, it may help to:

- establish an historical context by asking staff and others to provide relevant background information;

Positions vs Interests	
POSITIONS	INTERESTS
A deal is a deal. You agreed to participate so you must stay with the service.	If you leave the fire protection service, those who remain may not be able to continue the same level of service without raising taxes.
The park use data being used are unacceptable. We will accept only our own data.	We need to be confident that park use data used for the parks service review is accurate.
We are not paying for animal control services we do not receive and so we are withdrawing to set up our own.	We do not feel we are getting the level of service we are paying for from animal control services – a concern to us and our taxpayers.

- develop a joint vision statement (i.e. what goals to meet, ideas about the future); and,
- prepare a summary of interests (interest statements) where all individual interests expressed are condensed.

These steps help parties look for shared views and combine similar interests. This can usually be done several times to make sure all interests are included. At the end of this exercise, it should be clear what the joint and individual interests are and what a successful agreement should address. It may also help to develop indicators, such as how the partners would know when water quality concerns are met.

Step 5: Creating Options and Solutions

This stage begins with parties jointly confirming and summarizing areas where they already have agreement. During this phase, it is always important to keep in mind areas of interest that must be met, as agreed in the previous stage. It is important to create and evaluate options *before* developing solutions to disagreements:

- Look at options that parties have brought forward to see if they can be put together to achieve joint interests and goals. Options need to be listed and evaluated so parties can choose fair solutions.
- Encourage brainstorming that allows originality to come forward but does not address specific solutions. Parties can go back and see if there are links between the ideas to create a practical approach to resolving the conflict(s).
- Establish committees to recommend imaginative solutions for a particular area of interest.

To find options to resolve an issue, each party can develop an individual scenario or all parties can work together from the beginning. If the first approach is used, the parties will need to develop options for mutual gain when the table comes together again. Proposed solutions can then be tested by discussing hypothetical situations that may arise regarding the provision of the service, or group of services, in the region.

It is important to properly document agreements reached, areas where consensus has not been gained, and further work to be done. Such documentation can help to explain to future decision-makers and the public what agreement was reached, how it was reached and why it was reached. Where final agreement was not possible, the documentation can identify the barriers that participants were not able to overcome and any future steps that might be taken to try and overcome them. Lessons learned also help future decision-makers avoid similar pitfalls.

Assistance Available for Negotiations

Interest-based negotiations can be successful without obtaining outside help from a neutral person. To achieve this unassisted success, three conditions are necessary:

1. the issues in dispute, and the number of parties participating in negotiations, should be relatively few and easily identified;
2. the parties to the negotiation must be able to communicate with each other effectively enough to allow joint problem-solving; and,
3. the uncertainty surrounding the outcome must be quite high for all parties.

Sometimes, parties cannot overcome their differences or move beyond their positions to abide by the principles of interest-based negotiation. In these cases, adding a neutral person to the process may be helpful. There are two roles that can be filled by a neutral person: facilitator and mediator. Facilitators and mediators guide discussions, but control remains with the negotiating parties. Facilitation and mediation can help parties resolve differences where:

- communication between parties is poor;
- financial stakes are high or the conflict has become intensely emotional;
- there are misperceptions, stereotypes, or perceived value differences hindering productive exchanges;
- multiple issues are in dispute and parties cannot agree on the procedure for addressing them; and,
- power imbalances exist between participants.

Facilitators and Mediators

Facilitator

A facilitator is a neutral person who manages the discussions in joint negotiation sessions to keep them on track. This person remains neutral concerning the issues under discussion and does not express the views or opinions of any side of the negotiation. However, the facilitator can express the perspectives of the entire group and can acknowledge areas of agreement and areas of difference in the positions held. The facilitator is considered an advocate for the dispute resolution process itself, rather than for specific outcomes or the position of any single party. This person is independent of the control of any single party. A facilitator does not usually participate in achieving a settlement. If a facilitator begins work to help partners achieve a mutual solution, he or she is crossing over into mediation.

Mediation

The use of mediation to resolve complex, multi-party conflicts is increasing substantially because it is an informal, efficient, timely and inexpensive dispute resolution process, compared to an arbitration or a court proceeding.

For example, mediation is often used in:

- cost-sharing discussions
- public land use planning
- labour negotiations
- treaty negotiations

Mediator

A mediator is a person who helps disputing parties reach their own mutually acceptable settlement for disputed issues voluntarily. Rather than just facilitating negotiations, a mediator serves as a go-between between the negotiating parties to help them understand each other and reach a settlement. Mediators help parties look for mutually beneficial outcomes that further their wide range of interests by keeping them focused on the problem to be addressed and the negotiation agenda. They try to avoid getting involved in political disputes, making judgments or determining the political feasibility of decisions. Instead, they help untangle such disputes or show that they are not useful to the discussions. A mediator must work hard to build a climate of trust and make sure that disputing parties make their own decisions, rather than imposing solutions on them. Unlike an arbitrator or judge, a mediator has no authoritative power to make decisions.

Mediation can resolve many types of disputes, even those that are long-standing and difficult. A mediator works to reconcile the competing interests of disputing parties so that solutions meet everyone's standards of fairness. Because the mediator has no decision-making power, disputing parties are most likely to seek mediation when they want to retain ultimate decision-making power. Note that mediation is mandatory only for the statutory service withdrawal process.

Minister-Appointed Facilitator

The Minister of Community Services can appoint a facilitator (who has a combined facilitation/mediation role) under section 813.01 of the *Local Government Act*. As well as managing the process and keeping lines of communication open, the minister-appointed facilitator can help parties craft their own options and solutions for resolving their disputes. The facilitator can help participants to:

- frame and present their interests, concerns and opinions in a constructive way;
- identify their objectives;
- become aware of their shared areas of concern;
- maintain clear communication and, when necessary, reopen lines of communication;
- focus on issues early in the process and on solutions later in the process; and,
- reach consensus and draft a written agreement.

Any party to a statutory service review or withdrawal can request the help of a minister-appointed facilitator. Senior ministry staff will most often be chosen to serve as facilitators. Because the success of dispute resolution processes depends on all parties accepting a facilitator as fair-minded, the ministry intends to appoint facilitators who are as neutral as possible to the issues under discussion. Often, two people will be

chosen to serve as a co-facilitation team, providing a greater range of experience, knowledge and skills to the dispute resolution process. Although a facilitator will be provided to local government participants by the ministry at no cost to local governments, this service may be limited at any one time by the number of service reviews or withdrawals already underway and the availability of trained facilitators.

If the participants are not comfortable with a minister-appointed facilitator, they are completely free to hire an independent facilitator or mediator to assist them in their negotiation process. It should be noted that if an independent facilitator or mediator were hired, this would be done entirely at the expense of the parties in dispute.

Selecting an Independent Mediator

If the parties in a dispute decide not to request a minister-appointed facilitator, or if conflict still remains after a facilitation process, the parties may decide to hire an independent mediator. Deciding to enter independent mediation and selecting a mediator are decisions that are usually the result of discussions between parties. No one party can start an independent mediation process if the other parties do not wish to participate. The ability to agree on the use of mediation is easier if local governments have a clear idea of the mediator's role, the skills required and the purpose of the mediation. Whomever is chosen must be independent of all parties and the issues in dispute. The mediator must also be acceptable to all parties. A mediator should be a well-trained, reliable and thoughtful generalist with experience in dispute resolution and not necessarily a substantive expert in any particular area. Usually, mediators should be good at analyzing conflict so they can overcome the reason(s) negotiations have broken down to the point where a mediator is required.

Selecting a mediator depends on four major factors:

- the type of negotiation the parties have been conducting until now;
- the nature of the problem that is interfering with the negotiation process;
- the type of negotiation the parties want to conduct to resolve the dispute; and,
- whether special expertise or unusual credentials are required.

Expectations of a Mediator

A mediator involved in regional service review and withdrawal negotiations will need to become familiar with:

- the provincial *Local Government Act*, *Community Charter* and any related acts, regulations and provincial policy guidelines in relation to regional district service;
- the regional district service establishing bylaw, the participants and the services under review within the regional district where mediation services have been requested; and,
- the history of negotiations and relationships between the regional district, member municipalities and electoral areas that are parties to the dispute resolution process.

Mediators are expected to maintain the confidentiality of information obtained through the process except:

- with the consent of all parties;
- where required or allowed to disclose information by law or by contract; and,
- non-identifying information for research, education or consultation purposes.

When entering into a contract with a mediator, the regional district and service participants will be establishing standards of conduct.

The following standards should be included:

- Mediators must have a neutral relationship to all parties involved in mediation. They should reveal any and all affiliations that may cause a conflict of interest or affect perceived or actual neutrality.
- Mediators must remain impartial and objective during the mediation process. The mediator assists the parties to reach an informed and voluntary agreement consistent with the requirements of the *Local Government Act*.

- The primary responsibility for resolving a dispute rests with the parties. At no time shall a mediator coerce the participants into agreement or make a substantive decision for any participant.
- Mediators will avoid any activity that could create a conflict of interest. They will not become involved in relationships with clients that might impair their professional judgment. They will not mediate disputes involving close friends, relatives or colleagues.
- Mediators will enter into an "Agreement to Mediate" with the parties to mediation.
- The mediator has a duty to actively encourage participants to make decisions based on sufficient information, knowledge and advice and in this respect the mediator must encourage full disclosure of all relevant information by all parties.
- The mediator has an on-going obligation to advise participants of the availability of independent legal advice.
- The mediator will suspend or end mediation whenever continuing the process may harm or prejudice one or more of the participants, or when mediation is no longer useful. In the event the mediator believes that an agreement being reached is unreasonable, he or she must advise the parties of this and must consider withdrawing from the mediation.

A key to agreement is finding a set of principles that all the participants can endorse, and then refining those general principles to take account of the special and different needs of each participant. The success of a complex multi-party, multi-issue negotiation hinges on creating a sense that the process, as well as the outcome, is fair to everyone involved.

Mediation probably does not produce significantly higher rates of settlement. However, mediation substantially changes the character and timing of settlements. Mediated settlements tend to be more truly collaborative and enduring, and help maintain an ongoing working relationship between the parties. As well, settlement tends to occur earlier than might otherwise be the case, which is a goal of the dispute resolution provisions of the regional district service legislation.

If mediation does not resolve a dispute over service withdrawal, the minister must direct the disputing parties to use arbitration. In arbitration, a neutral person will impose a decision based on facts and evidence.

Conclusion

Successful dispute resolution is based on fairness, the mutual satisfaction of participants and the effectiveness of the process. Specifically, a successful dispute resolution process will be characterized by the following:

- fair approach;
- free and open communication;
- equal opportunity for participation;
- participants have control over the process;
- participants understand each others' interests;
- no personal criticism;
- all issues of concern are addressed;
- all identified joint objectives are met;
- outcomes can be measured and monitored;
- participants support the agreement; and,
- participants are satisfied with the process and outcomes.

The *Local Government Act* encourages regional districts and their members to resolve disputes over service review and withdrawal amicably and with a view to finding solutions that work for everyone. Alternative dispute resolution is a best practice that will smooth long-term working relationships and minimize the tensions and costs of adversarial conflict. The use of interest-based negotiation, facilitation and mediation can lead to a timely and effective resolution of disputes between service agreement partners and different levels of government.

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