

Rebecca Miller

From: Rebecca Miller
Sent: Friday, October 14, 2016 10:25 AM
To: Rebecca Miller
Subject: FW: *dp*DCFC project/Hydro charging station

From: Al Dickinson [<mailto:allendic@lookieloo.net>]
Sent: August-25-15 7:10 PM
To: sbid@lookieloo.net; Rebecca Miller
Subject: FW: *dp*DCFC project/Hydro charging station

Rebecca:

Please file this for safe keeping as you will see if this comes around we need a lease agreement by-law and file it with the ministry.

Thanks,
Al

From: Andres, Lisa CSCD:EX [<mailto:Lisa.Andres@gov.bc.ca>]
Sent: August 25, 2015 5:57 PM
To: 'Al Dickinson'
Cc: CSCD LG Governance CSCD:EX
Subject: RE: *dp*DCFC project/Hydro charging station

Hi Al,

As discussed the concern was with potential liabilities if the Spences Bridge Improvement District (SBID) began to operate outside it's objects (Fire Protection and Street Lighting). If SBID were to enter into a lease arrangement and take on the responsibility of overseeing the charging station this would be seen as activities that are outside of SBID's purview. If SBID and the regional district are interested installing a charging station the regional district would be the local government to take responsibility of the charging station (operations, maintenance, insurance, permits etc.) and lease the land from SBID. Thus, the regional district would likely establish a service for a charging station.

As for the lease agreement, SBID could enter into lease agreement, however, any funds received would need to be used for the purpose of fire protection / street lighting. Since the activities on the leased land would be outside of the objects of the ID the ID would not be playing a role in the activities on the leased property as that would be the responsibility of the lessee. Before entering into any lease arrangement, SBID should consider if the land is required for SBID functions or if there are plans to use the land in the future.

You may also want to seek legal advice regarding the lease arrangement. For example, working out the terms, conditions, details of liability and what happens to infrastructure potentially installed on the leased property when the agreement ends? SBID would want to ensure there will be no potential liabilities for SBID. Additionally, if SBID enters into a lease agreement an agreement bylaw will also be required and submitted to the Ministry for filing.

If you or TNRD staff have any questions, please do not hesitate to contact me.

Thank you,

Lisa Andres
Financial Officer
Local Government Infrastructure and Finance
Ministry of Community, Sport, and Cultural Development
Ph: 250.387.4075

From: Al Dickinson [<mailto:allendic@lookieloo.net>]
Sent: Monday, August 10, 2015 2:41 PM
To: CSCD LG Governance CSCD:EX
Subject: *dp*DCFC project/Hydro charging station

Dianna Porter:

BC Hydro would like to install a vehicle charging station on Government property here in Spences Bridge and the only Gov. property is SBID property. The SBID or Spences Bridge Volunteer Society would like to enter into this lease to provide a location for this station to be installed at. The TNRD have said that they would pay all costs for at least the 2 years of the 5 year lease with an out clause at the 2 year mark to cancel the agreement if there are issues!

Here are the contact information you asked for:

TNRD: Ron Storie
Director of Community Services
rstorie@tnrd.ca
1-250-377-7078

TNRD: Director Area I
Steve Rice
director.srice@tnrd.ca
Home Phone:
250-458-2515

BC Hydro: Project Manager Charles Chen
Charges.chen2@bchydro.com
604-623-3770

Thank You,
Al Dickinson,
Chair,
Spences Bridge Improvement District



Ref: 157698

April 2, 2015

Mr. Allen Dickinson
Chair
Spences Bridge Improvement District
PO Box 22
Spences Bridge, BC V0K 2L0

Dear Allen Dickinson

Thank you for your letter of February 25, 2015, addressed to Ms. June Hickin regarding the use of buildings and lands owned by the Spences Bridge Improvement District (SBID) by outside parties and groups.

I understand that you have been in contact with Ms. Hicklin on a number of occasions seeking guidance on whether the SBID is permitted to allow access to SBID-owned lands and buildings for purposes such as ball tournaments, music festivals, soup lunches and for other community activities. I believe that Ms. Hicklin discussed this matter with you at length and provided information respecting the roles and responsibilities of the SBID.

As I'm sure you are aware, improvement districts have a specified set of powers that flow from the Local Government Act and their Letters Patent, which collectively enable their Boards of Trustees (Trustees) to make decisions about the administration of the improvement district and the service(s) it provides to landowners.

As the SBID was incorporated to provide water, street lighting and fire protection services to its residents, any decisions made or actions taken by the Trustees must be in keeping with the reasons for which the SBID was created as described in the objects in SBID's Letters Patent. Any levies collected from landowners by the SBID in turn can only be used for services directly related to the SBID's objects. Activities outside of the SBID Letters Patent objects could increase the SBID's risk of liability so long as these activities continue.

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If you have not already done so, you may wish to seek advice from legal counsel to determine what legal options you have in this situation and to clarify any risk of allowing activities, such as ball tournaments, music festivals, soup lunches, and various crafting groups, to continue in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Dann". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

Michelle Dann
Director