

## **VILLAGE OF RADIUM HOT SPRINGS**

### **REGULAR COUNCIL MEETING AGENDA FOR SEPTEMBER 9<sup>TH</sup>, 2020.**

#### **PRESENT:**

#### **1. ORDER:**

#### **2. ADDITIONS TO AGENDA:**

#### **3. MINUTES:**

- (a) Council meeting minutes from August 26<sup>th</sup>, 2020.

#### **4. DELEGATIONS:**

#### **5. COMMITTEE REPORTS:**

#### **6. UNFINISHED BUSINESS / BUSINESS ARISING FROM THE MINUTES:**

- (a) Village information rack cards (\$325 for 1000 plus \$100 design).
- (b) Re-evaluate priority of Radium Centre reopening.
- (c) Short Term Rentals Policy Draft #2.
- (d) Flood Disaster Financial Update.

#### **7. BYLAWS:**

- (a) Fire Services Bylaw No. 458, 2020.

#### **8. MISCELLANEOUS CORRESPONDENCE & REPORTS:**

- (a) Century 21 Fire Hydrant letter.

#### **9. NEW BUSINESS:**

- (a) Tax Sale Update memo.
- (b) August cheque register in the amount of \$1,668,864.74.

#### **10. SUNDRY MATTERS & QUESTIONS:**

#### **11. NOTICE OF COMMITTEE, SPECIAL & CLOSED MEETINGS:**

- (a) Resolution to go 'in camera' to discuss the acquisition of improvements to land subject to a competitive process and potential litigation, under Section 90 of the *Community Charter*.

#### **12. ADJOURNMENT:**

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**VILLAGE OF RADIUM HOT SPRINGS****REGULAR COUNCIL MEETING MINUTES FROM AUGUST 26<sup>TH</sup> 2020.**

**PRESENT:** Mayor Clara Reinhardt, Councillors Logan, Shudra, Gray and McCauley, Sheila Leman, Jacqueline Wagner and Jacob Houghton (virtual attendance), Karen Sharp, Arne Dohlen, Jill Logan and Mark Read.

**1. ORDER:** Mayor Reinhardt brought the meeting to order at 7:30 p.m.

**2. ADDITIONS TO AGENDA:**

Resolved, that we add our Village calendar to the agenda.  
(Moved by Councillor Gray) Carried.

**3. MINUTES:**

Resolved, that we approve the Council meeting minutes from August 12th, 2020, as circulated.  
(Moved by Councillor Logan) Carried.

**4. DELEGATIONS:**

Chair Sheila Leman and Chief Librarian Jacqueline Wagner provided an overview of the Radium Library Annual Report.

**5. NEW BUSINESS:**

Councillor Gray declared a conflict of interest regarding the next agenda item, because he operates a similar business. Mike departed from the meeting.

Resolved, that we approve Development Permit No. 158 (Radium Brewing), as presented.  
(Moved by Councillor McCauley) Carried.

Councillor Gray returned to the meeting.

Resolved, that we approve the 2020 Annual report.  
(Moved by Councillor Shudra) Carried.

Council decided to cancel the 2021 Village calendar and to investigate a rack card style substitute that would contain key contact information.

**6. ADJOURNMENT:** The meeting adjourned at 8:16 p.m.

HEREBY CERTIFIED CORRECT:

\_\_\_\_\_  
Mayor Clara Reinhardt

\_\_\_\_\_  
Clerk Mark Read

## VILLAGE OF RADIUM HOT SPRINGS

Short Term Rental Policy (Draft #2 September 2020).Definition:

“Short term rental” or “STR” means the commercial accommodation of guests in a private residence, which could include a room, apartment, secondary suite, or house, on a temporary basis, this being 30 consecutive days or less.

Policy Statement:

The Village of Radium Hot Springs (the ‘Village’) will regulate short term rental accommodations, to allow property owners to conduct STRs, provided the necessary approval has been obtained and all Municipal regulations, are adhered to.

Objectives and Actions:Objective #1: Ensuring that STRs are well managed.Actions:

- Requiring a short term rental permit (“STR Permit”) for each individual residential unit undertaking STRs (the permit fee will apply to each individual STR unit).
- Requiring the use of a local property management company or individual as a point of contact to resolve problems (the owner of a principle residence operating an STR qualifies as the local point of contact).
- Requiring maintenance of a registry of STR guests and maintenance staff.
- Requiring the use of a local property management company or online reservation platform for STR unit advertising and bookings.
- Allowing strata corporations to ban STRs entirely or develop additional requirements that supplement the Village STR requirements.

Objective #2: Ensuring that basic life safety standards are met.Actions:

- Reserving inspection rights regarding STR Permit applications and enforcement.
- Requiring a self-evaluation safety audit and attestation form.
- Establishing and defining the basic life safety requirements regarding egress, occupant load, fire extinguishers and smoke alarm systems, etc.

Objective #3: To improve the alignment of standards for accommodators.

Actions:

- Requiring basic life safety standards for all operators.
- Requiring an effective property management system for private STR operators.
- Requiring STR Permits for private STR units.
- Incorporate supplementary 'in lieu of taxation' fees into the STR Permit.
- Maintaining a registry of short term rental properties, so as to assist the Ministry of Finance in its collection of MRDT, and PST taxes.

Objective #4: Facilitating 'good neighbour' relations and behavior from STR operations.

Actions:

- Requiring minimum onsite parking and maintenance standards.
- Requiring notification of neighbouring property owners.
- Requiring a minimum response time for complaints.

Proposed STR Regulations:

1. Allow short term rentals to occur in the 'R1 – Single Family Residential', 'R2 – Two Family Residential', 'R - 3 Multiple Family Residential', 'C – 1 Highway Commercial', 'C – 2 Pedestrian Commercial / Residential', and 'C – 3 Tourist Recreation Commercial' zoning areas, subject to strata corporation approval. Short term rentals are only permitted in a residence in the 'C – 4 Recreational Vehicle Park' zone.
2. Require properties to have their STR Permit number and property management contact information posted on or adjacent to the STR unit entrance.
3. Require STR units to post Village and strata STR information material, as well as the onsite parking and maintenance requirements, within each unit.
4. Require the STR Permit number to be posted on all online listings.
5. Require that the local property management company, individual or resident owner be available to receive inquiries or complaints on a 24 hour basis.
6. Require that the local property management company, individual or resident owner be available to respond to noise complaints, originating from the Village, RCMP or public, within a three-hour period.
7. STR properties subject to three violations within a one-year period may have their STR permit revoked or suspended for a one-year period. Council will reserve the right to revoke a STR Permit should the circumstances, in their opinion, warrant revocation.

Strata Properties Discussion:

Strata Councils have the authority to manage or direct most uses within their developments. Through its bylaws, a strata council could permit or prohibit STRs. This includes the option to levy fines in the amount of \$1,000 per day for rental violations. Further, most strata councils have hired property management and / or strata management companies to assist in the administration and management of their property and of the corporation. These contracts could be expanded to include STR administration specific to the needs of the strata property.

Each strata development is unique, with unique challenges specific to each development. These challenges may include such issues as the security of common amenities and underground parking, issues largely outside of the regulatory scope of the municipality.

Further, the legally enforceable bylaws of a strata council may be more effective in achieving STR compliance, than the municipal bylaw enforcement process, and in many cases provides stronger tools to achieve the desired results. As such, strata councils must assume a degree of responsibility for STR activity within their development.

The Village will extend its STR permitting scheme to strata properties, upon the written request of the strata corporation. Privately owned units within the strata will come under the STR bylaw requirements of the Village, once sufficient notice has been issued to strata unit owners by that strata corporation. The extension of the Village STR permitting scheme within strata developments will not alleviate the strata corporation from enforcing their own strata bylaws, especially with respect to requirements for parking, security and noise control.

Proposed Enforcement Regime:

1. Enforcement of regulations for STR properties with permits:
  - Upon receipt of a written complaint, investigation by the Bylaw Enforcement Officer, to determine if a violation occurred. If yes, issuance of a letter of violation.
  - After hours enforcement of disturbances of the peace to be handled by the RCMP.
2. The following behaviour may result in violation notices:
  - Excessive noise and disturbance.
  - Parking and snow removal violations.
  - Failure to adhere to the property management regulations.
  - Failure to adhere to the life safety standards.
  - Failure to meet the requirements of the Short Term Rental Permitting Bylaw.

3. Operation of a short-term rental property without a STR Permit:

- Investigation of property owners who are operating without a Permit will be based upon a written complaint received from an adjacent property owner or strata corporation representative.
- The Village Council will decide upon the appropriate response, on a case by case basis, taking into consideration factors such as staffing, financial capacity and the sufficiency of evidence to warrant legal action.

DRAFT

# Memo

To: Mayor and Council  
From: Karen Sharp, CFO  
Date: September 9, 2020  
Re: Flood Disaster Financial Update

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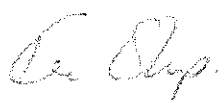
In late May/early June because Sinclair Creek flooded its banks, our Sinclair Creek trail system was damaged, and our Public Works Garage and Sewer Treatment Plant was threatened.

As previously mentioned, I have been working with the Regional District's Emergency Operations in attempts to have the response expenses covered under the Provincial's Emergency Program (PREOC). This is the first time I have worked thru this process and with Terry Balan's assistance, I am happy to report that our application has been approved.

The response cost of this event was just over a total of \$21,830. This cost will be reimbursed 100% by the Province.

I am continuing to work with Province with regards to the Disaster Financial Assistance program which covers 80% of the recovery costs. This includes some of the work that was incurred to rebuild the trails as well as the engineering costs and direct cost of removing the debris.

Respectfully submitted,



Karen Sharp, CFO

## VILLAGE OF RADIUM HOT SPRINGS

### FIRE SERVICES BYLAW NO. 458, 2020.

WHEREAS the *Community Charter*, as amended from time to time, authorizes Council, by bylaw, to regulate, prohibit and impose requirements in relation to municipal services, and any matter within the scope of the *Fire Services Act*, and to authorize the municipal fire chief to exercise certain powers in relation to the prevention and suppression of fires;

AND WHEREAS the *Community Charter*, as amended from time to time, provides that a Municipality may by bylaw authorize the municipal fire chief and designate to exercise powers for fire related inspections and prevention;

AND WHEREAS the *Community Charter* and *Fire Services Act* and its Regulations, as amended from time to time, provides that a municipality may, by bylaw, regulate the prevention and control of fires and regulate the conduct of persons at or near fires;

NOW THEREFORE, Council for the Village of Radium Hot Springs, in open meeting assembled, enacts as follows;

#### 1.0 TITLE

1.1 This Bylaw may be cited as “Fire Services Bylaw No. 458, 2020”.

#### 2.0 DEFINITIONS

Unless specifically defined herein, words and phrases used in this Bylaw shall be construed in accordance with the meanings assigned to them by the *Fire Services Act*, the *Building Code*, the *Fire Code*, the *Structure Firefighters Competency and Training Playbook*, or the *Community Charter* as the context and circumstances require.

In this Bylaw:

*"Apparatus"* means any vehicle, machinery, device, equipment or material used for firefighting purposes and any vehicle used to transport *Members* or supplies;

*"Assistance Response"* means aid provided in respect of fires, alarms, explosions, medical assistance, floods, earthquakes or other natural disasters, escape of dangerous goods, rail or aeronautical incidents, motor vehicle or other accidents, or circumstances necessitating rescue efforts.

*Authority Having Jurisdiction (AHJ)* means the Village of Radium Hot Springs.

*"Building Bylaw"* means the Village of Radium Hot Springs Building and Plumbing Bylaw No. 392, 2013, as amended or replaced from time to time.

*"Building Code"* means the British Columbia Building Code, as amended or replaced from time to time.

*"Bylaw Enforcement Officer"* means any person duly appointed by Village of Radium Hot Springs Council for enforcement of *Village* bylaws.

*"Campfire"* means a small contained outdoor fire, not exceeding 0.5 meters in height and 0.5 meters in width, that is used for cooking, ceremonial purposes, or social enjoyment.

*"Captain"* means a *Member* designated by the *Fire Chief* to assume specific supervisory powers and responsibilities, or a person designated to act in the place of the *Captain*.

*Certification*, in connection with fire service training, means the situation where a firefighter has been trained or qualified to meet or exceed a specific operational standard or job performance requirement AND has been certified by an external third party organization.

*"Combustible Material"* means any material capable of being ignited.



"*Competency*" means the knowledge and skill components of the job performance requirements for the role or function involved, as referenced in the relevant NFPA Standard. *Competency* is achieved when a firefighter is trained or qualified and evaluated to meet the operational requirements of a given NFPA Standard. Qualification for a particular *Service Level* will be recognized if the training and evaluation records of a firefighter clearly demonstrate that, for a given role or function, he or she has met all relevant *Competencies*.

"*Council*" means the Council for the *Village*.

"*Deputy Fire Chief*" means a *Member* appointed to act on behalf of the *Fire Chief*.

"*Equipment*" means any tools, contrivances, devices, hoses or materials used by the *Fire Department* to combat an incident or other emergency.

"*Exterior Operations*" means the *Service Level* that includes firefighting activities restricted to the control and/or extinguishment of fire from a position external to the building or object in question, and outside of any *Immediately Dangerous to Life and Health* environment.

"*Exterior Operations Level Risk Management Officer*" means the individual, usually a senior officer, responsible for overseeing the development and implementation of administrative processes which are necessary to ensure an *Exterior Operations Level* department practices safe and effective fire ground operations as a matter of principle.

"*Exterior Operations Level Team Leader*" means the individual, whether a firefighter or officer, responsible for a specific crew function at an emergency incident while in the performance of exterior operations.

"*False Alarm*" means the activation of a *Fire Alarm System* that results in a response by the *Fire Department*, and for which the *Fire Alarm System* activation was not the result of a fire or other similar emergency.

"*Fees and Charges Bylaw*" means the Village of Radium Hot Springs Fees and Charges Bylaw, as amended or replaced from time to time.

"*Fire Alarm System*" means a device or devices installed on or in real property and designed to issue a warning of a fire by activating an audible alarm signal or alerting a monitoring facility but does not include a fire alarm system that is intended to alert only the occupants of the dwelling unit in which it is installed.

"*Fire Chief*" means the *Member* appointed as head of the *Fire Department* and includes the *Deputy Fire Chief*, as their designate.

"*Fire Code*" means the British Columbia Fire Code Regulation made under the *Fire Services Act*, as amended or replaced from time to time.

"*Fire Department*" means the Village of Radium Hot Springs Fire Department.

"*Fire Hazard*" means any condition, arrangement or act which increases the likelihood of fire or which may provide a ready fuel supply to augment the spread or intensity of a fire or which may obstruct, delay, hinder, or interfere with the operations of the *Fire Department* or the egress of occupants in the event of fire.

"*Fire Protection*" means all aspects of fire safety including but not limited to fire prevention, firefighting or *Fire Suppression*, pre-fire planning, fire investigation, public education and information, training or other staff development.

"*Fire Protection Equipment*" includes but is not limited to, *Fire Alarm Systems*, automatic sprinkler systems, special extinguisher systems, portable fire extinguishers, fire hydrants, water supplies for *Fire Protection*, standpipe and hose systems, fixed pipe *Fire Suppression* systems in commercial cooking exhaust systems, smoke control measures, and emergency power installations.

"*Fire Safety Plan*" means a fire safety plan for a building required under the *Fire Code*, that includes, emergency procedures to be used in case of fire, training and appointment of designated supervisory staff to carry out fire safety duties, documents showing the type, location, and operation of fire emergency systems, the holding of fire drills, the control of *Fire Hazards*, and, inspection and maintenance of facilities for the safety of the building's occupants.

"*Fire Services Act*" means the *Fire Services Act*, as amended or replaced from time to time.

"*Fire Suppression*" means the controlling and extinguishing of fires.

"*Full Service Operations*" means the *Service Level* that includes activities that are undertaken by firefighters and officers trained in the full spectrum of *Competencies* outlined in the relevant NFPA standards.

*Immediately Dangerous to Life and Health (or IDLH)* means incident conditions that present an immediate threat to a person's safety through inhalation or exposure (e.g. smoke, noxious vapor, super-heated air), and includes any oxygen-deficient atmosphere or any untested confined space.

"*Incident*" means an event or situation to which the *Fire Department* has responded or would normally respond, **and includes any follow up or investigation required.**

"*Interior Operations*" means the *Service Level* that authorizes firefighting activities that include entry into structures and objects with the purpose of control and/or extinguishment of fire. This requires use of specialized protective equipment and procedures not covered by the training provided in relation to *Exterior Operations Service Level*.

"*Interior Operations Level Team Leader*" means the individual, whether a firefighter or officer, responsible for a specific crew function at an emergency incident while in the performance of interior operations.

"*Member*" means a person employed by the *Village* and holding a position within the *Fire Department*.

"*Member in Charge*" means the senior *Member* at the scene of an *Incident* or the *Member* that is appointed as such by the *Fire Chief*.

*NFPA Standards* means the various National Fire Protection Association standards, including the Standard for Fire Fighter Professional Qualifications, that are referred to or incorporated by reference in the *Structure Firefighters Competency and Training Playbook*. Individual *NFPA* standards are generally referred to by their number (e.g., NFPA 1001 for the Standard for Fire Fighter Professional Qualifications). Pursuant to the Fire Services Act (BC) and the *Playbook*, *NFPA* standards have been identified in British Columbia as the standards upon which all firefighter Competency will be based and evaluated. The most current version of the relevant *NFPA* standard must be used.

"*Officer*" means the *Fire Chief*, *Deputy Fire Chief*, *Captain*, and any *Member* designated by the *Fire Chief* to act in the capacity of an *Officer*.

"*Public Works Superintendent*" means the person designated by *Council* as the head of the *Village* Public Works Department.

"*Resources*" means any equipment, apparatus and agency assisting the Fire Department.

"*Risk Management Officer*" means the individual responsible for ensuring that operational guidelines, training programs and other safety related administrative processes are in place.

*Service Level* means the level of service to be provided by a fire department, as determined by the department's *Authority Having Jurisdiction (AHJ)*. The *AHJ* may select a *Service Level* from among one of the following options: *Exterior Operations*, *Interior Operations* or *Full Service Operations*.

"*Sprinkler System*" means an integrated system of underground and overhead piping designed in accordance with Fire Protection standards which is normally activated by heat from a fire and discharges water over the fire area.

*Structure Firefighters Competency and Training Playbook* (or simply the *Playbook*) means the document authored by the Fire Commissioner that sets out the minimum standards of training required for fire services personnel in British Columbia. The *Playbook* sets out a competency-based ladder that provides for a minimum level of sequential training and operational requirements that must be met by each fire department.

"*Team Leader*" means the individual responsible for a specific crew function at an incident.

"*Village*" means the Corporation of the Village of Radium Hot Springs.

### 3.0 ADOPTION AND APPLICATION OF THE FIRE CODE

- 3.1 The Fire Code, as amended or replaced from time to time, is adopted and made part of this Bylaw, such that every provision of the Fire Code shall be considered a provision of this Bylaw.
- 3.2 Any person who contravenes, violates, or fails to comply with a provision of the Fire Code or this Bylaw commits an offence under this Bylaw.

### 4.0 FIRE CHIEF

- 4.1 The *Fire Chief* shall report directly to the Chief Administrative Officer and shall be responsible, for administering this Bylaw, for the management, control, and supervision of the Fire Department and its *Members*, and for the care, custody and control of all buildings, Apparatus and Equipment of the Fire Department.
- 4.2 The *Fire Chief* and any *Member* or other person authorized by the *Fire Chief* to act on behalf of the *Fire Chief* may exercise one or more of the following powers:
  - .1 make and enforce rules, regulations and operational guidelines for the proper and efficient administration and operation of the Fire Department, and vary, alter, or repeal such rules, regulations and operational guidelines;
  - .2 enter onto property and inspect premises for conditions that may cause a fire, increase the danger of a fire, or increase the danger to persons or property from fire;
  - .3 take measures considered necessary for the prevention, control and extinguishment of fires, including the demolition of buildings and other structures to prevent the spreading of fires;
  - .4 require an owner or occupier to undertake any actions the *Fire Chief* considers necessary for the purpose of removing or reducing any thing or condition the *Fire Chief* considers is a *Fire Hazard* or increases the danger of fire.
- 4.3 The *Fire Chief* and any *Member* or other person authorized by the *Fire Chief* to act on behalf of the *Fire Chief* may exercise the following powers under the *Fire Services Act*:
  - .1 if an emergency arising from a *Fire Hazard* or from a risk of explosion causes the *Fire Chief* to apprehend imminent and serious danger to life or property, or of a panic, the *Fire Chief* may immediately take steps to remove the hazard or risk;
  - .2 if the *Fire Chief* believes that conditions exist in or near a hotel or public building that, in the event of a fire, might seriously endanger life or property, the *Fire Chief* may immediately take action to remedy the conditions to eliminate the danger and may evacuate and close the hotel or public building, and without limiting the foregoing, for these purposes may evacuate a building or area, and may call on police and other fire prevention authorities who have jurisdiction to provide assistance;
  - .3 provide for *Assistance Response*;
  - .4 enforce this Bylaw and any other *Village* bylaws, rules, orders, and regulations respecting *Fire Protection*, and exercise the powers and duties imposed upon him/her by the *Fire Services Act*;
  - .5 inquire into, investigate, and record the causes of fires in the Village and fire service area;
  - .6 provide, advise, and make recommendations to other officers and employees of the *Village*, to Council, and to the public, in accordance with any applicable *Village* policies and procedures, the *Building Code*, the *Fire Code*, and the *Fire Services Act*, in relation to:
    - .1 the provision of adequate water supply and pressure;
    - .2 the installation and maintenance of *Fire Protection Equipment*;
    - .3 the enforcement of measures for the prevention or suppression of fire and the protection of life and property;
    - .4 life safety or rescue equipment, and;
    - .5 fire prevention generally.

## 5.0 INDEMNIFICATION

- 5.1 The *Village* will indemnify every *Member*, *Officer*, *Fire Chief* and *Deputy Fire Chief* against any claim for damages brought against that person arising out of the performance of that person's duties and, in addition, will pay for any legal costs reasonably required or incurred by that person in relation to a court proceeding arising out of such a claim.

## 6.0 SERVICES

- 6.1 The *Fire Department* shall provide services as set out in Schedule A of this Bylaw. The services provided at a fire *incident* may vary dependent on the *resources* and manpower available to the *Member in Charge*.

## 7.0 JURISDICTION

- 7.1 The limits of the jurisdiction of the *Fire Chief* and the *Officers* and *Members* of the *Fire Department* are set out in Schedule B of this Bylaw.
- 7.2 In the event of an out-of-jurisdiction *Incident* that poses potential danger to the *Village* or in the best interest of the *Village*, subject to the approval of the *Fire Chief*, Equipment, Apparatus and personnel of the *Fire Department* may be used outside the geographic boundaries of the *Village* and/or outside of the jurisdictional boundaries set out in Schedule B.

## 8.0 PREVENTION, CONTROL AND ENFORCEMENT

- 8.1 The Fire Department may, to the extent authorized by the Community Charter, take all necessary measures for the prevention, suppression, control, and extinguishment of fires, for mitigating the effects of *Incidents* involving dangerous goods, and for the protection of life and property, including conducting *Assistance Response* and administering emergency medical services.

## 9.0 RIGHT TO ENTER

- 9.1 The *Fire Chief*, designate, and *Bylaw Enforcement Officers* are authorized to enter on property at any time in order to ascertain whether the requirements of this Bylaw are being met.
- 9.2 The *Fire Chief* and any other *Officer* or *Member in Charge* at an *Incident* is authorized to enter premises where an *Incident* has occurred and to cause any *Members*, *Resources*, and the *Apparatus* and Equipment of the *Fire Department* to enter the premises, as deemed necessary, in relation to an *Incident*.

## 10.0 NO INTERFERENCE

- 10.1 No person shall interfere with or obstruct the entry of any *Member* or *Officer* onto any land to which entry is made or attempted pursuant to the provisions of this Bylaw.
- 10.2 No person shall interfere with or refuse to permit any *Member* or *Officer* to enter into or upon premises in relation to which an alarm or other request for assistance has been received or in or upon which a *Member* or *Officer* has reasonable grounds to believe that an *Incident* has occurred or may occur.
- 10.3 A person must not interfere with any *Member* or *Officer* or refuse to permit any *Member* or *Officer* to enter into or upon premises or a fire scene to determine:
- .1 the cause and origin of the fire;
  - .2 the activation of a *Fire Alarm System*, or;
  - .3 the presence and functioning of a *Sprinkler System* or other life safety protection system.

## 11.0 PROHIBITION AGAINST ENTRY

- 11.1 A person must not, except as authorized by the *Fire Chief*, an *Officer* or a *Member in Charge* at an *Incident*:
- .1 enter any building or premises threatened by an *Incident*;
  - .2 enter within an area designated by ropes, guards, or tape erected by or under the



- direction of a peace officer or a *Member* across or around any street, lane, alley or building, or;
- .3 refuse to move from such designated area when directed to do so by a peace officer or *Member*.

## 12.0 NO OBSTRUCTION AT ASSISTANCE RESPONSE

- 12.1 A person must not impede, hinder or obstruct any *Member* at an *Assistance Response* and every person must comply with orders or directions of a *Member* engaged in an *Assistance Response*.
- 12.2 Any person who interferes with a *Member* in the performance of their duties, or fails to comply with an order or direction of a *Member* under subsection 12.1 above, may be removed from the scene of such *Assistance Response* by a peace officer or any *Member*.
- 12.3 No person shall damage or destroy *Fire Department* Apparatus or Equipment.
- 12.4 No person at an *Incident* shall drive a vehicle over any hoses or Equipment without permission of the *Fire Chief*, an *Officer* or a *Member in Charge*. Persons who drive over *Fire Department* Equipment, without instruction to do so by a *Member*, may, in addition to any other penalty, be required to pay the actual costs of repairing or replacing damaged Equipment.

## 13.0 FALSE REPRESENTATION

- 13.1 No person shall make false representations as to being a *Member* of the Fire Department, or wear or display any Fire Department badge, cap, button, insignia, or other paraphernalia for the purpose of such false representation.

## 14.0 FIRE PROTECTION EQUIPMENT

- 14.1 Every owner of premises must ensure that all *Fire Protection Equipment* required under the *Building Code* or *Fire Code* is inspected, tested and maintained in accordance with good engineering practices and the applicable standards, requirements and guidelines of the *Building Code*, the *Building Bylaw*, the *Fire Code*, this Bylaw and all other applicable enactments, all as amended or replaced from time to time, and any equivalents or alternative solutions required or accepted under those enactments.
- 14.2 *Fire Department* pumper connections shall be located and positioned in accordance with the *Building Code* and approved by the *Fire Chief* or designate.
- 14.3 All *Fire Department* pumper connections and protective caps shall be kept in place at all times and, where such connections or protective caps are missing, the building owner or occupier shall promptly cause the connections to be examined for accumulated material, back-flushed if such material is present or suspected, or upon the direction of the *Fire Chief* or the *Fire Chief's* designate, and shall ensure the connections and caps are replaced.
- 14.4 Every owner or occupier of a building must ensure that access to *Fire Department* connections for *Sprinkler Systems* or standpipe systems are clearly identified, functional, kept in good repair and maintained free of obstructions at all times.
- 14.5 Every owner of premises for which a *Sprinkler System* is required under the *Building Code* or the *Building Bylaw* must, in accordance with the requirements of the *Fire Code*, maintain, repair and upgrade the *Sprinkler System* to accommodate any material change in use or occupancy that results in a greater *Fire Hazard* than that which the *Sprinkler System* was intended to accommodate.
- 14.6 The owner and occupier of every premise with residential occupancy must ensure that all installed smoke alarms are maintained, tested, repaired and replaced in accordance with the requirements of the manufacturer.

## 15.0 FIRE HYDRANTS

- 15.1 No person, except a *Member*, shall use or take water from any municipal fire hydrant or standpipe, nor make any attachment to a municipal fire hydrant or standpipe, without first obtaining written permission from the *Public Works Superintendent* or *Fire Chief* to do so.
- 15.2 No person shall tamper with the mechanical operation of a fire hydrant.
- 15.3 The owner or occupier of premises on which a private fire hydrant is installed must ensure

that the hydrant is maintained in good working condition at all times and that the hydrant is inspected, serviced and tested at least yearly by a qualified person in accordance with the requirements of the *Fire Code*.

- 15.4 Without limiting subsection 15.3 above, the owner of property on which a private fire hydrant is installed must maintain the hydrant in accordance with the *Fire Code* and must upon request provide the *Fire Chief* with a written report of the inspection, servicing and testing performed on the private fire hydrant.

## 16.0 FIRE ALARM SYSTEMS

- 16.1 Every owner of premises must ensure that all *Fire Alarm Systems* are inspected, tested and maintained in full and proper working order and in accordance with the applicable standards, requirements and guidelines of the *Building Code*, the *Building Bylaw*, the *Fire Code*, this Bylaw and all other applicable enactments, all as amended or replaced from time to time.
- 16.2 Every owner or occupier of any premises with a *Fire Alarm System* must maintain and provide to the Fire Department, in writing, the names and telephone numbers contact persons, at least one of whom is available at any time of the day to attend within 30 minutes of notification by the Fire Department to enter and secure the premises at an Incident.
- 16.3 The owner or occupier must notify the Fire Department in writing within 7 days of any changes in the names or addresses of contact persons.
- 16.4 The owner or occupier must provide to every contact person designated under the above subsection 16.1 full access to the premises for which they have responsibility and full authority to take control of and operate the *Fire Alarm System* and secure the premises on completion of *Assistance Response* or other *Incident*.
- 16.5 Where a contact person fails to respond to a fire alarm and attend the premises within 30 minutes:
- .1 the Fire Department may use whatever means are necessary to gain entry to the premises to investigate the fire alarm without payment to the owner or occupier of any compensation whatsoever for damage caused to the premises by such forced entry, and;
  - .2 the owner or occupier of the premises shall be liable to reimburse the City, at the rates specified from time to time in Schedule C Fees and Charges for the cost to the *Village* of all time during which Fire Department *Apparatus* and *Members* were required to remain on standby at the premises, commencing after the 30 minute time period specified in this subsection, until such time as a contact person, owner or occupier arrives to attend at, provide access to, or secure the premises.

## 17.0 ACTIVATION OF A FIRE ALARM SYSTEM

- 17.1 A person must not activate a *Fire Alarm System* unless:
- .1 there is a fire;
  - .2 the person reasonably believes that a fire or other *Incident* is occurring or is imminent; or
  - .3 the activation is carried out for testing purposes by persons authorized by the *Fire Chief*.

## 18.0 FIRE SAFETY PLANNING

- 18.1 The owner or occupier of any building required by the *Fire Code* to have a *Fire Safety Plan* prepared in cooperation with the Fire Department must:
- .1 ensure that the *Fire Safety Plan* is compliant and consistent with the requirements of the *Fire Code*;
  - .2 prepare the *Fire Safety Plan* in a form, format and diagram template acceptable to the *Fire Chief* and submit the *Fire Safety Plan* to the Fire Chief for review;
  - .3 pay the fee prescribed in Schedule C Fees and Charges for review of the *Fire Safety Plan*;
  - .4 review the *Fire Safety Plan* at least annually in accordance with the requirements of the *Fire Code* and if material changes have occurred in relation to the building, use, or occupancy, submit an updated plan to the *Fire Chief* for review; and locate the *Fire Safety Plan* on the premises in a location and manner acceptable to the *Fire*

*Chief* to allow for reference by the Fire Department.

## 19.0 NO OBSTRUCTIONS

- 19.1 A person must not cause to be placed, stored, or maintained upon any roof or balcony any material or object which may interfere with access or egress or Fire Department operations in case of fire or other emergency, and shall remove all such objects or materials upon the order of the *Fire Chief* or any *Member*.
- 19.2 A person must not obstruct access passageways on a roof surface required by the *Fire Code* or Building Code.
- 19.3 Every owner or occupier of premises must at all times ensure that all exits and means of egress required under the Building Code, Fire Services Act, *Fire Code* or the Building Bylaw are properly maintained and remain unobstructed at all times.

## 20.0 REGULATION OF FIRE HAZARDS

- 20.1 A person must not cause or permit *Combustible Materials*, growth, waste, or rubbish of any kind to accumulate in or around premises in such a manner as to endanger property or constitute a *Fire Hazard*.
- 20.2 The *Fire Chief* may order any person to remove or otherwise deal with accumulation or materials or growth referred to in subsection 20.1 above and upon receipt of such order, that person shall take whatever action is specified in the *Fire Chief's* order within the time period specified therein, failing which the Fire Department may take whatever action is necessary to remove the *Fire Hazard* at the expense of the person to whom the order is directed or the owner or occupier of the premises.
- 20.3 No person shall deposit, or allow to be deposited, ashes or other materials or things taken from any stove, furnace, fireplace, or heating appliance, in anything other than a metal or other non-combustible container.
- 20.4 No person shall deposit or allow or cause to be deposited any greasy or oily rags or other material or things or substances likely to ignite spontaneously or aid in the spread of fire, in anything other than a suitable metal or non-combustible container or receptacle equipped with a close fitting lid.
- 20.5 No person shall keep or store or cause to be kept or stored any accumulation of material that might cause a fire, contribute to the spread or severity of a fire, pose a risk to neighboring improvements, pose a risk to *Members* or limit the ability of *Members* to evacuate victims of a fire.
- 20.6 No person shall allow or permit to be allowed any flammable or toxic liquid to enter into any drainage system, toilet, septic tank or other fixture attached thereto, or connected to any sewer or drainage system.
- 20.7 The *Fire Chief* or designate may order the owner of an existing multiple-family residential, assembly, mercantile, business or personal services, industrial, care or detention occupancy to provide or make alterations to *Fire Protection Equipment* and systems including heat and smoke detection, fire alarms, fire extinguishers, *Sprinkler Systems*, exit signs, emergency lighting, fire separations and means of egress in order to provide adequate life safety to its occupants, provided that the requirements of any such order may not exceed those established by the Building Code or *Fire Code* or building regulations established in accordance with the Building Code or *Fire Code*. Any owner may satisfy the requirements of an order through equivalents or alternative solutions accepted by the *Fire Chief* or designate.

## 21.0 VACANT PREMISES

- 21.1 For the purpose of this Section, vacant premises includes a lot, building or other structure in respect of which a water or electricity service has been intentionally discontinued, other than for temporary maintenance, repair or upgrading, so that the condition of the premises is not suitable for human habitation or other occupancy that is normally permitted.
- 21.2 The owner of vacant premises must promptly act to ensure that, at all times:
  - .1 the premises are free from litter and debris or accumulations of combustible or flammable materials except where storage of combustible or flammable materials



is in strict accordance with the *Fire Code* and this Bylaw;

- .2 all openings in the premises are securely closed and fastened in a manner acceptable to the *Fire Chief* or designate so as to prevent fires and the entry of unauthorized persons, and;
  - .3 *Sprinkler Systems* and *Fire Alarm Systems* remain operational as per requirements of the *Fire Code*.
- 21.3 Where an owner fails to securely close a vacant building as required by subsection 21.2 above, the *Fire Chief* or designate may, by notice in writing, order the owner to secure the building or other part of the vacant premises against unauthorized entry in a manner set out in the notice.
- 21.4 If an owner of vacant premises fails to bring the premises into compliance with this Bylaw within twenty-four (24) hours of receiving a notice under subsection 21.3 above, or if the *Fire Chief* or designate is unable to contact the owner within twenty-four (24) hours of finding vacant premises in an unsecured state, the *Fire Chief* or designate may cause the premises to be secured by *Village* employees or agents, who may board up or otherwise secure doors, windows, and other points of entry into the premises in order to prevent fires and unauthorized entry, at the cost and expense of the owner.

## 22.0 DAMAGED BUILDINGS

- 22.1 The owner of a building, or other structure that has been damaged due to **access by Fire Department members**, fire, explosion, or similar event must immediately ensure that all openings and points of entry into the building are kept securely closed and fastened in a manner acceptable to the *Fire Chief* so as to prevent the entry of unauthorized persons, or that one or more security guards are stationed to prevent such entry. If the owner fails to provide the necessary security to the damaged building within 2 hours of reasonable attempts by the *Fire Chief* to notify the building owner or the owner's appointed representative, the *Fire Chief* may cause the work to be carried out at the cost and expense of the owner.

## 23.0 INSPECTION OF PREMISES

- 23.1 The *Fire Chief* and any *Member* designated by the *Fire Chief* is hereby authorized to enter at all reasonable times upon any premises to inspect and determine whether or not:
- .1 the premises are in such a state of disrepair that a fire starting therein might spread so rapidly as to endanger life or other premises or property;
  - .2 the premises are so used or occupied that fire would endanger life or property;
  - .3 combustible or explosive materials are being kept on the premises or other flammable conditions exist in or about the premises so as to endanger life or property;
  - .4 in the opinion of the *Fire Chief* or a *Member*, a *Fire Hazard* exists in or about the premises, or;
  - .5 the requirements of this Bylaw and the *Fire Code* are being complied with.
- 23.2 No person shall obstruct, hinder or prevent the *Fire Chief* or any *Member* from entering into or upon any premises for the purpose of inspecting the premises in the ordinary course of their duties.
- 23.3 Every occupier of premises shall provide all information and shall render all assistance required by the *Fire Chief* or any *Member* in connection with the inspection of such premises pursuant to this Bylaw, the *Fire Code*, and the *Fire Services Act*.
- 23.4 No person shall purposely withhold or falsify any information required by the *Fire Chief* or any *Member* under this Bylaw, the *Fire Code*, or the *Fire Services Act*.

## 24.0 FREQUENCY OF INSPECTIONS DELEGATED

- 24.1 The authority and duty of *Council* under the *Fire Services Act* to establish, revise and implement a regular system of inspections of hotels, public buildings, churches, theatres, halls or other buildings used as a place of public resort in the *Village* is delegated to the *Fire Chief* or designate and for this purpose the *Fire Chief* or designate is delegated the authority to establish a system of regular inspections which will provide different frequencies of inspection depending on a building's Building Code building classification, its use, age, past inspection history and fire risk assessment.



- 24.2 The Fire Chief or designate must report to Council as and when requested by Council on the inspection system created and implemented under subsection 24.1 above.

## 25.0 NUISANCE AND DANGEROUS GOODS INCIDENTS

- 25.1 Every person who, willfully or recklessly and without reasonable cause:
- .1 sets or causes a fire or explosion to which the Fire Department must respond, or;
  - .2 causes a fire or any other loss that can be directly attributed to the use of fireworks, shall be deemed to have caused a nuisance and, in addition to any penalty imposed under this Bylaw or otherwise by law, shall be liable to pay the actual costs and expenses incurred by the Fire Department in abating that nuisance by responding to and investigating the fire or loss, calculated in accordance with the rates set out in Schedule C Fees and Charges.
- 25.2 Every owner, carrier, agency, organization or other person having responsibility for the transport, storage or use of dangerous goods, shall be responsible, at that person's own cost and expense, for the clean-up and safe disposal of all such dangerous goods arising from any *Incident*, and a person who fails to do so shall be liable to pay the actual costs and expenses incurred by the Fire Department in performing such work including:
- .1 the costs and expenses incurred by the *Village* or its contractors or agents for the clean-up and safe transport and disposal of the dangerous goods, and;
  - .2 the costs incurred by the Fire Department in mitigating the dangerous goods *Incident*, including without limitation, Equipment and *Apparatus* replacement and decontamination costs.
- 25.3 If a fire cause or other investigation is required, and cannot be conducted immediately, the owner is required to provide for *Incident* security through a recognized security agency that is acceptable to the *Fire Chief*.
- 25.4 All costs associated with providing required security at an *Incident*, as described in subsection 25.3 above, are the sole responsibility of the owner or occupier.

## 26.0 FALSE ALARM INCIDENT FEES

- 26.1 The owner or occupier of premises containing a *Fire Alarm System* shall, on the occurrence of a third *False Alarm* and for each subsequent *False Alarm* occurring in any 12 month period, pay the *Village* a fee for each such *False Alarm* in accordance with Schedule C Fees and Charges.
- 26.2 Where an owner or occupier makes documented improvements to a *Fire Alarm System* through a fire protection technician, or takes other steps acceptable to the *Fire Chief*, to reduce or eliminate future *False Alarms*, then, upon receipt of an application in writing within thirty days of the most recent *False Alarm*, the *Fire Chief* may deem for the purposes of the above subsection 26.1 that, until another *False Alarm* occurs, no *False Alarm* of the *Fire Alarm System* has occurred.
- 26.3 Where a person fails to notify the monitoring company or the Fire Department when carrying out testing, repair, maintenance, adjustments or alterations to a *Fire Alarm System*, as required by this Bylaw, and such failure results in the activation of the *Fire Alarm System* resulting in a response by the Fire Department, that occurrence will be deemed to be a *False Alarm* for the purposes of this Bylaw.

## 27.0 FIRE ORDERS

- 27.1 In addition to authority provided for orders by the *Fire Chief* or designate elsewhere in this Bylaw, if a person contravenes or fails to comply fully with any provision of this Bylaw, or if conditions exist in or upon any premises which in the opinion of the *Fire Chief* or designate, constitute a *Fire Hazard* or other danger to life or property, the *Fire Chief* or designate may, in writing, issue such order to that person as necessary to ensure full and proper compliance with this Bylaw or to remove or otherwise deal with the *Fire Hazard* or other danger.
- 27.2 An order made by the *Fire Chief* or designate under this Bylaw may be served:
- .1 by delivering it or causing it to be delivered to the person to whom it is directed;
  - .2 by sending the order by mail to the last known address of the property owner, or;
  - .3 if the person to whom it is directed cannot be found, is not known or refuses to accept service of the order, by posting a copy of the order in a conspicuous place on

the premises that is subject to the order.

- 27.3 If an order has been posted in accordance with subsection 27.2 above, a person must not remove, deface or destroy the order.
- 27.4 A person against whom an order has been made by a designate of the *Fire Chief* under this Bylaw may, before the expiration of ten (10) days from the date of the order, appeal in writing to the *Fire Chief*, who may uphold the order, vary or set aside the order, or issue an alternative order.
- 27.5 Every order issued by the *Fire Chief* shall state a date by which the order shall be carried out, which date shall, in the discretion of the issuer, have regard to the degree of urgency involved in correcting or removing conditions which may tend to increase the hazard of fire or danger to life and property.
- 27.6 Where a person is in default of an order made pursuant to this Bylaw, the Village by its employees, servants or agents may enter the premises and effect such work as is required in the notice at the cost and expense of the owner or occupier of the premises, payable upon receipt of invoice from the Village.

## 28.0 PENALTIES

- 28.1 The provisions of this Bylaw may be enforced by any Bylaw Enforcement Officer, Fire Chief or designate and a Fire Prevention Officer.
- 28.2 Any person who:
- .1 contravenes, violates or fails to comply with any provision of this Bylaw or of any order issued under this Bylaw;
  - .2 suffers or permits any act or thing to be done in contravention or violation of any provision of this Bylaw or any order issued under this Bylaw, or;
  - .3 fails or neglects to do anything required to be done under this Bylaw or any order issued under this Bylaw,
- commits an offence and, upon conviction, shall be liable to a fine or penalty not exceeding \$10,000.00, and where the offence is a continuing one, each day the offence continues shall constitute a separate offence.
- 28.3 This Bylaw is designated pursuant to Part 8, Division 3 of the Community Charter, as a bylaw that may be enforced by means of a ticket in the form prescribed by regulation, as amended from time to time.
- 28.4 The fine amount for any single violation of a section of this bylaw is set out in Schedule D of this Bylaw. The fine amount is per violation or incident and is cumulative in instances where more than one violation of any section of this Bylaw has occurred. In addition, where the violation is a continuing one, each day the violation continues shall constitute a separate violation.

## 29.0 COST RECOVERY FOR RE-INSPECTION

- 29.1 Where an owner or operator of a building is notified by the Fire Department of a deficiency under this Bylaw or the Building Code or *Fire Code*, and that deficiency was reported as a result of an inspection by the Fire Department, the Fire Department may re-inspect that premises. If, upon re-inspection after a period of time deemed reasonable by the *Fire Chief*, the deficiency has not been remediated, the owner of said building will be charged the re-inspection fee set out in Schedule C Fees and Charges for the re-inspection and each subsequent re-inspection thereafter until the deficiency has been remediated.

## 30.0 GENERAL FEE REGULATIONS

- 30.1 Where under this Bylaw the *Village* is authorized or required to provide work or services to lands or improvements, and the costs incurred by the *Village* in carrying out such work or services are not paid when due and payable, the *Village* may recover those costs from the owner of the lands or improvements in the same manner and with the same remedies as ordinary taxes and, if the costs remain unpaid on December 31, they shall be deemed to be taxes in arrears.

## 31.0 SEVERABILITY

- 31.1 If any part, section, subsection or phrase of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the Bylaw

will be deemed to have been enacted without the invalid portion.

32.0 APPLICATION

32.1 The provisions of this Bylaw apply to all buildings, structures, premises and conditions within the *Village* and, for certainty, apply to both existing buildings and buildings under construction.

33.0 GENDER AND NUMBER

33.1 Wherever the singular or masculine is used in this Bylaw, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context so requires.

34.0 ADOPTION

34.1 This Bylaw comes into force and takes effect on the date of its adoption by Council.

35.0 REPEAL

35.1 Fire Services Bylaw No. 430, 2017 is hereby repealed.

READ A FIRST AND SECOND TIME THIS \_ DAY OF ,2020.

READ A THIRD TIME THIS DAY OF ,2020.

RECONSIDERED AND ADOPTED THIS DAY OF ,2020.

—  
Clara Reinhardt \_\_\_\_\_  
Mayor

Mark Read \_\_\_\_\_  
Clerk

Hereby certified as a true copy of Fire Services Bylaw No. 458, 2020.

\_\_\_\_\_ Date \_\_\_\_\_

## VILLAGE OF RADIUM HOT SPRINGS

'SCHEDULE A' FIRE SERVICES BYLAW NO. 458, 2020.

The services that may be provided by the Fire Department are set out below and may include other services that, from time to time, Council directs to be provided, and that are within the capacity of the Fire Department to undertake.

Services	
Service	Description of Service
Fire Prevention	Regular system of public building inspections, support the Village's planning department in development plan review, and public fire safety education.
Structural Fire Suppression (Exterior Service Level)	The Department is authorized to provide fire suppression activities with and subject to the limitations set out in the Exterior Service Level as defined in the British Columbia Fire Service Minimum Training Standards: Structure Firefighters - Competency and Training Playbook, as amended from time to time, and established under the Fire Services Act of B.C. The ability to provide Exterior Services may be limited or non-existent dependent on the availability of sufficient qualified manpower and resources to perform Exterior Services.
Structural Fire Suppression (Interior Service Level)	The Department is authorized to provide fire suppression activities with and subject to the limitations set out in the Interior Service Levels as defined in the British Columbia Fire Service Minimum Training Standards: Structure Firefighters - Competency and Training Playbook, as amended from time to time, and established under the Fire Services Act of B.C. The ability to provide Interior Services may be limited dependent on the availability of adequate manpower, equipment, apparatus and water supply, to perform Interior Services.
Low Angle Slope Rescue	Low Angle Slope Rescue services. The ability to provide Low Angle Slope Rescue services may be limited dependent on the availability of sufficient qualified manpower and resources to perform the service.
Automobile Extrication Assistance and Support	Provide support to emergency responders engaged in rescue extrication services where victims may be trapped in or under an automobile or other vehicle, or entrapped by machinery, or other similar situation.
Hazardous Materials Awareness.	Limited response capability to and potential mitigation of incidents, in support of responsible party.
Wildland Fire Suppression	Limited control and response of fire involving organic material, grass, brush, or forest, primarily in support of Wildfire BC response.
Medical First Responder	Emergency Medical First Responder services in partnership with BC Emergency Health Services (BCEHS) and in support of the BC Ambulance Service. The ability to provide Emergency Medical First Responder services may be limited dependent on the availability of sufficient qualified manpower and resources to perform the service.
Public Assistance	Provide aid to members of the public where that aid is not inconsistent with the purpose of the Fire Department, and where that aid does not fall within another category of service.
Other	Other emergency or non-emergency public service(s) as authorized by the Fire Chief.



## VILLAGE OF RADIUM HOT SPRINGS

'SCHEDULE B FIRE SERVICES' BYLAW NO. 458, 2020.

The limits of the jurisdiction of the *Fire Chief* and the *Officers* and *Members* of the Fire Department will extend to the area and boundary of the Village of Radium Hot Springs, including any areas for which the Village has service delivery agreements, and also includes areas that, from time to time, Council directs services to be provided within and where consent in accordance with the Community Charter has been provided, specifically:

- 1) Service Delivery Areas under agreement with the Regional District of East Kootenay.
- 2) Service Delivery Areas under agreement with Parks Canada.
- 3) Mutual Aid agreements with neighbouring jurisdictions and Fire Departments.
- 4) Highway 93 to the location of the Kootenay River Viewpoint, 17 kilometers from the boundary of the Village. The *Member in Charge* has the discretion to respond beyond this location, at their discretion.
- 5) Within the interface wildfire area surrounding the Village, as required, so as to protect life, the assets, and property located within Village boundaries.
- 6) On crown land, as required, so as to protect life, the assets, and the property of the Village, specifically the water treatment plant, water intake facility and water supply line assets.

'SCHEDULE C' FIRE SERVICES BYLAW NO. 458, 2020.

The following fees and charges apply:

- 1) Section 16.4.2 Fire Alarm Standby Rate:  
\$578.00 per hour per apparatus with a one hour minimum charge.
- 2) Section 26.1 Third False Alarm fee:  
\$250.00 per occurrence.
- 3) Section 26.1 Fourth False Alarm fee:  
\$500.00 per occurrence.
- 4) Section 26.1 Fifth and each subsequent False Alarm fee:  
\$1,000.00 per occurrence.
- 5) Section 18.1.3 Review of Fire Safety Plan:  
\$200.00 per review.
- 6) Section 25.1.2 Nuisance Incidents:  
\$578.00 per hour per apparatus with a one hour minimum charge, and, if required:  
\$250.00 investigation fee.
- 7) Section 29.1 Re-inspection Fee:  
\$200.00 per re-inspection.

SCHEDULE D FIRE SERVICES BYLAW NO. 458, 2020.

The fine amount for any single violation of a section of this bylaw shall be two hundred dollars (\$200.00).

8(a)



Box 130, 4930 Highway 93  
Radium Hot Springs, BC V0A 1M0  
E-mail: [rockiesrealty@century21.ca](mailto:rockiesrealty@century21.ca) Ph: 778-527-2121 Fx: 778-527-2122

July 12, 2020

Village of Radium Hot Springs

Attention: Village Council and Public Works

To Whom it may concern:

**Re: relocation request of fire hydrant located at 4930 Hwy 93 ( Century 21 Rockies Realty ).**

I wish to make a formal request to relocate my fire hydrant from its current location on my property, (approximately 34 ft from east side of my building) to Village lands approximately 50 feet eastward. My reasoning for the relocation is listed below.

- 1) Safety - With being only 34 feet from my own building, if my building was an inferno like my neighbor Rolf Heer's, it is doubtful we could even utilize the hydrant as the heat might be too intense to safely hook up to the hydrant.
- 2) Maintenance liability - Public works foreman Bruce Zwiers informed me since the hydrant was located on my property, I was responsible to do annual servicing to my hydrant, and to also service it after each usage. This would mean since we used it to fight Rolf Heer's fire I would be responsible for the servicing cost of the hydrant to fight his fire? I did have it serviced after his fire and discovered my hydrant was damaged and that we were lucky to even get the water turned on, as the hydrant needed \$1000 + in repairs which I paid, apparently from someone hitting the hydrant.
- 3) Public Liability - My parking lot is quite active with business traffic, 24 / 7 with not always somebody on site leaving the hydrant to potentially being damaged again despite markers and protection barriers in place. Large trucks and RV's have been known to drive through my parking lot at odd hours and we may not know that the hydrant has been hit and possibly rendered inoperable.
- 4) Better centrality - the relocation 50 feet eastward to public lands, would give better centrality to other businesses that would potentially rely on the hydrant, such as the Petro-Can, BBQ Restaurant, The Old Salzburg Restaurant, Leo-Burrito, Esso, and C-21.
- 5) Good timing - with the current road works happening, this is the perfect time to address this safety, and liability issue.
- 6) Conclusion - I am happy to donate the current hydrant.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Becker'.

Ken Becker.

[www.c21rockiesrealty.com](http://www.c21rockiesrealty.com)

Owner / Managing Broker Century 21 Rockies Realty / Owner Becker Properties Ltd.

# Memo

To: Mayor and Council  
From: Karen Sharp, CFO  
Date: September 9, 2020  
Re: Tax Sale Update

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Please be advised that the 2020 Tax Sale will **not** be required as all parties with outstanding delinquent amounts have now been collected. Had there been any delinquent amounts outstanding as of September 28<sup>th</sup>, the property would have gone through the process of a Tax Sale. In the course of collecting delinquent amounts the municipality was able to clear \$5,600 of outstanding taxes.

Currently, we have \$22,500 in arrears which will become delinquent at the beginning of next year. This is a typical amount.

Respectfully submitted,



Karen Sharp, CFO

## Cheque Register-Summary-Bank

radium

AP5090

Page : 1

Date : Sep 03, 2020

Time : 10:55 am

Supplier : 00ABA1 To ZWI001  
 Cheque Dt. 01-Aug-2020 To 31-Aug-2020  
 Bank : 01 - Kootenay Savings - VOR

Seq : Cheque No. Status : All  
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
2172	12-Aug-2020	CIT002	CITY GLASS AND WINDSHIELD SHOP LTD	Issued	107	C	2,572.50
2173	12-Aug-2020	DIA001	DIAMOND HEATING & SPAS (2008) LTD	Issued	107	C	15,587.25
2174	12-Aug-2020	PHO001	PHOENIX PROFESSIONAL DRYWALL	Issued	107	C	6,090.00
2175	12-Aug-2020	PRE003	PRECISION SAFETY INFRASTRUCTURE INC.	Issued	107	C	9,625.61
2176	12-Aug-2020	PRO001	PROCESCO INC. - WTP FILTER TRAIN	Issued	107	C	193,760.00
2177	12-Aug-2020	WIN005	WINDERBERRY	Issued	107	C	1,478.40
2178	26-Aug-2020	ARC001	ARCHITECTURAL DOOR PRODUCTS LTD.	Issued	113	C	3,320.10
2179	26-Aug-2020	CDL001	CDL CARPET & FLOOR CENTRE	Issued	113	C	2,041.20
2180	26-Aug-2020	CIT002	CITY GLASS AND WINDSHIELD SHOP LTD	Issued	113	C	1,029.58
2181	26-Aug-2020	COY001	COYOTE CONCRETE LTD	Issued	113	C	1,812.73
2182	26-Aug-2020	FAL001	FALCON EQUIPMENT LTD - CRANE	Issued	113	C	18,687.20
2183	26-Aug-2020	HAR001	HARRISON, STAN	Issued	113	C	3,885.00
2184	26-Aug-2020	KAN002	KAN-WEST ROADS LTD.	Issued	113	C	2,977.63
2185	26-Aug-2020	SHO002	SHOLINDER & MACKAY SAND & GRAVEL LTD	Issued	113	C	429.53
2186	26-Aug-2020	TRA002	TRAINOR MECHANICAL CONTRACTORS LTD	Issued	113	C	47,853.75
2187	26-Aug-2020	UNI002	UNIVERSAL DOORS & EXTERIORS	Issued	113	C	2,721.16
00000-3535	03-Aug-2020	BCH001	BC HYDRO	Cleared	102	E	17,093.39
00000-3536	03-Aug-2020	BMO001	BMO MASTERCARD (PENCE MATH)	Cleared	102	E	37,164.98
00000-3537	03-Aug-2020	CAS001	CASTLE FUELS (2008) INC	Cleared	102	E	48.14
00000-3538	03-Aug-2020	CHA003	CHAMBERLAIN, LISA	Cleared	102	E	2,339.34
00000-3539	03-Aug-2020	DIE001	DIEKRI TECHNOLOGY INC	Cleared	102	E	606.62
00000-3540	03-Aug-2020	FIR007	First Data Global Leasing	Cleared	102	E	44.31
00000-3541	03-Aug-2020	FRA001	FRATER ENTERPRISES	Cleared	102	E	1,720.48
00000-3542	03-Aug-2020	GOL001	GOLDIGGER EXCAVATING LTD - Oil Ref. Pak	Cleared	102	E	13,882.05
00000-3543	03-Aug-2020	LAR002	LARCH LANDSCAPE ARCHITECTURE - OCEAN	Cleared	102	E	11,781.00
00000-3544	03-Aug-2020	MAN001	MANULIFE	Cleared	102	E	3,275.44
00000-3545	03-Aug-2020	MIN004	MINISTER OF FINANCE - PST	Cleared	102	E	627.23
00000-3546	03-Aug-2020	MIN011	MINISTER OF FINANCE - EMPLOYER HEALTH	Cleared	102	E	4,193.15
00000-3547	03-Aug-2020	MIS008	MISC - VENDOR ONE-TIME	Cleared	102	E	250.00
00000-3548	03-Aug-2020	NOR002	NORTH STAR HARDWARE & BUILDING SUPPL	Cleared	102	E	165.38
00000-3549	03-Aug-2020	RFS001	RFS CANADA	Cleared	102	E	631.10
00000-3550	03-Aug-2020	SHE001	SHEBLIME ROOFING	Cleared	102	E	4,263.50
00000-3551	03-Aug-2020	STE001	STEEDMAN ENTERPRISES - Contract	Cleared	102	E	13,167.00
00000-3552	03-Aug-2020	WIL002	WILLIMONT, KEN	Cleared	102	E	2,758.61
00001-0001	12-Aug-2020	BCA001	BC ASSESSMENT AUTHORITY - 2020 LEVY	Issued	108	T	23,269.74
00001-0002	12-Aug-2020	CEN002	CENTRALSQUARE CANADA SOFTWARE INC.	Issued	108	T	398.00
00001-0003	12-Aug-2020	CHA003	CHAMBERLAIN, LISA	Issued	108	T	593.65
00001-0004	12-Aug-2020	COL019	COLUMBIA CONCRETE INC - PW Garage	Issued	108	T	26,271.00
00001-0005	12-Aug-2020	DIX001	DIXON, DAVE	Issued	108	T	286.80
00001-0006	12-Aug-2020	EXL001	EXL ENGINEERING INC.	Issued	108	T	958.65
00001-0007	12-Aug-2020	FRA001	FRATER ENTERPRISES	Issued	108	T	5,488.09
00001-0008	12-Aug-2020	GIR001	GIROUX, PATRICK	Issued	108	T	3,010.00
00001-0009	12-Aug-2020	MPE001	MPE ENGINEERING LTD	Issued	108	T	5,510.02
00001-0010	12-Aug-2020	ROC006	ROCK SOLID SERVICES	Issued	108	T	1,050.00
00001-0011	12-Aug-2020	SHE001	SHEBLIME ROOFING	Issued	108	T	2,884.88
00001-0012	12-Aug-2020	SIG001	SIGN ARTISTS	Issued	108	T	259.39
00001-0013	12-Aug-2020	STE001	STEEDMAN ENTERPRISES	Issued	108	T	5,066.25
00001-0014	12-Aug-2020	TUR001	TURF N TIMBER CONTRACTING LTD	Issued	108	T	837.90
00001-0015	12-Aug-2020	URB002	URBAN ARTS ARCHITECTURE INC.	Issued	108	T	2,378.25
00001-0016	12-Aug-2020	WIL002	WILLIMONT, KEN	Issued	108	T	3,402.00
00003-0001	12-Aug-2020	PT00000048	OXTON, DANIEL K AND OXTON, VANESSA E	Issued	109	T	503.49
00004-0001	14-Aug-2020	TOU001	TOURISM RADIUM	Issued	111	T	846.78
00006-0001	26-Aug-2020	DIE001	DIEKRI TECHNOLOGY INC	Issued	114	T	639.52
00006-0002	26-Aug-2020	ENV001	ENVIROCULTURE LANDSCAPE MAINTENANC	Issued	114	T	5,216.40
00006-0003	26-Aug-2020	GIR001	GIROUX, PATRICK	Issued	114	T	1,750.00
00006-0004	26-Aug-2020	MIT002	MITCHELL WOOD PRODUCTS	Issued	114	T	210.00



VILLAGE OF RADIUM HOT SPRINGS  
Cheque Register-Summary-Bank



Supplier : 00ABA1 To ZWI001  
Cheque Dt. 01-Aug-2020 To 31-Aug-2020  
Bank : 01 - Kootenay Savings - VOR  
Seq : Cheque No. Status : All  
Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
Bank : 01 Kootenay Savings - VOR							
00006-0005	26-Aug-2020	SHE001	SHEBLIME ROOFING	Issued	114	T	2,076.38
00006-0006	26-Aug-2020	SIG001	SIGN ARTISTS -	Issued	114	T	519.68
00006-0007	26-Aug-2020	TOU001	TOURISM RADIUM	Issued	114	T	4,068.73
00006-0008	26-Aug-2020	URB001	URBAN SYSTEMS LTD	Issued	114	T	7,993.49
00006-0009	26-Aug-2020	WIL002	WILLIMONT, KEN	Issued	114	T	9,428.65
00006-0010	26-Aug-2020	ZAM001	ZAMMTEK SERVICES INC	Issued	114	T	3,453.70
00000-3602	31-Aug-2020	MUN005	MUNICIPAL PENSION PLAN	Issued	118	E	9,956.25
00000-3603	31-Aug-2020	REC002	RECEIVER GENERAL OF CDA - 001/002	Issued	118	E	14,266.14
00000-3604	31-Aug-2020	ARC001	ARCHITECTURAL DOOR PRODUCTS LTD.	Issued	119	E	1,890.00
00000-3605	31-Aug-2020	BCH001	BC HYDRO	Issued	119	E	8.34
00000-3606	31-Aug-2020	BMO001	BMO MASTERCARD & SEE ATTACHED	Issued	119	E	69,540.51
00000-3607	31-Aug-2020	CAM003	CAM CLARK FORD (MISC VENDOR ROW IDENTIFIED)	Issued	119	E	54,896.36
00000-3608	31-Aug-2020	CAS001	CASTLE FUELS (2008) INC	Issued	119	E	28.07
00000-3609	31-Aug-2020	FIR007	First Data Global Leasing	Issued	119	E	44.12
00000-3610	31-Aug-2020	GOL001	GOLDIGGER EXCAVATING LTD - Gravel For	Issued	119	E	17,852.63
00000-3611	31-Aug-2020	GOL003	GOLDRAY GLASS	Issued	119	E	2,019.04
00000-3612	31-Aug-2020	KOO006	KOOTENAY EAST REGIONAL HOSPITAL DIST:	Issued	119	E	110,428.00
00000-3613	31-Aug-2020	MAN001	MANULIFE	Issued	119	E	3,542.22
00000-3614	31-Aug-2020	MIN002	MINISTER OF FINANCE-SCHOOL TAX	Issued	119	E	381,783.71
00000-3615	31-Aug-2020	MIN004	MINISTER OF FINANCE - PST	Issued	119	E	346.36
00000-3616	31-Aug-2020	MIN006	MINISTER OF FINANCE - WATER PERMIT	Issued	119	E	1,590.03
00000-3617	31-Aug-2020	MUN001	MUNICIPAL FINANCE AUTHORITY OF BC	Issued	119	E	93.30
00000-3618	31-Aug-2020	NOR002	NORTH STAR HARDWARE & BUILDING SUPPL	Issued	119	E	116.28
00000-3619	31-Aug-2020	NOR007	NORWESCO INDUSTRIES (1983) LTD.	Issued	119	E	2,066.53
00000-3620	31-Aug-2020	PIT002	PITNEY WORKS - PSTG	Issued	119	E	1,050.00
00000-3621	31-Aug-2020	REG001	REGIONAL DISTRICT OF EAST KOOTENAY	Issued	119	E	444,270.00
00000-3622	31-Aug-2020	SKY002	SKYLINE ATHLETICS	Issued	119	E	4,796.00
00000-3623	31-Aug-2020	WIL003	WILL GREEN CARPENTRY	Issued	119	E	2,026.05
Total Computer Paid : 313,871.64 Total EFT PAP : 1,236,621.66 Total Paid : 1,668,864.74							
Total Manually Paid : 0.00 Total EFT File : 118,371.44							

VILLAGE OF RADIUM HOT SPRINGS  
Cheque Register-Summary-Bank



Supplier : 00ABA1 To ZWI001  
Cheque Dt. 01-Aug-2020 To 31-Aug-2020  
Bank : 02 - MasterCard Payments-VOR  
Seq : Cheque No. Status : All  
Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
00000-3564	03-Aug-2020	APP001	APPLE MARKET MALL	Cleared	105	E	44.79
00000-3565	03-Aug-2020	CAN001	CANADA POST CORPORATION	Cleared	105	E	12.27
00000-3566	03-Aug-2020	CAN004	CANADIAN TIRE - VARIOUS	Cleared	105	E	31.16
00000-3567	03-Aug-2020	CAN015	CANADIAN LINEN & UNIFORM SERVICE	Cleared	105	E	76.93
00000-3568	03-Aug-2020	CAR001	CARO ANALYTICAL SERVICES	Cleared	105	E	910.50
00000-3569	03-Aug-2020	COL010	COLUMBIA VALLEY SEWER & DRAIN LTD	Cleared	105	E	427.35
00000-3570	03-Aug-2020	EGG001	EGGPLANT STUDIOS	Cleared	105	E	389.81
00000-3571	03-Aug-2020	EMC001	EMCO CORPORATION	Cleared	105	E	2,580.64
00000-3572	03-Aug-2020	GAS001	GAS PLUS, RADIUM HOT SPRINGS	Cleared	105	E	619.60
00000-3573	03-Aug-2020	GLO002	GLOBAL INDUSTRIAL CANADA	Cleared	105	E	1,206.24
00000-3574	03-Aug-2020	GUI001	Guillevin International Co	Cleared	105	E	7,050.61
00000-3575	03-Aug-2020	HUS001	HUSKY OIL OPERATIONS LTD - RADIUM	Cleared	105	E	405.25
00000-3576	03-Aug-2020	INV003	INVERMERE HARDWARE & BLDG SUPPLIES	Cleared	105	E	3,125.62
00000-3577	03-Aug-2020	IRI001	IRIDIA MEDICAL	Cleared	105	E	155.68
00000-3578	03-Aug-2020	JAM002	JAMES ELECTRIC MOTOR SERVICES LTD	Cleared	105	E	1,109.90
00000-3579	03-Aug-2020	KOO001	KOOL COUNTRY AUTO PARTS	Cleared	105	E	190.38
00000-3580	03-Aug-2020	MIS008	MISC - VENDOR ONE-TIME	Cleared	105	E	4,446.94
00000-3581	03-Aug-2020	MOU001	MOUNTAINSIDE MARKET RADIUM HOT SPRIN	Cleared	105	E	40.28
00000-3582	03-Aug-2020	NAT001	NATIONAL FIRE PROTECTION ASSOCIATION	Cleared	105	E	1,852.18
00000-3583	03-Aug-2020	REG001	REGIONAL DISTRICT OF EAST KOOTENAY	Cleared	105	E	13,126.06
00000-3584	03-Aug-2020	ROG003	ROGERS WIRELESS	Cleared	105	E	352.65
00000-3585	03-Aug-2020	SHA002	SHAW CABLESYSTEMS LTD	Cleared	105	E	206.92
00000-3586	03-Aug-2020	SHA003	SHAW CABLESYSTEMS - FIREHALL	Cleared	105	E	133.15
00000-3587	03-Aug-2020	SHA004	SHAW CABLESYSTEMS - COLUMBARIUM	Cleared	105	E	68.27
00000-3588	03-Aug-2020	SHA006	SHAW CABLESYSTEMS - CENTRE	Cleared	105	E	208.04
00000-3589	03-Aug-2020	SOU003	SOUTHERN IRRIGATION	Cleared	105	E	1,872.39
00000-3590	03-Aug-2020	STA001	STAPLES/BUSINESS DEPOT	Cleared	105	E	379.60
00000-3591	03-Aug-2020	TEL001	TELUS COMMUNICATIONS INC	Cleared	105	E	34.02
00000-3592	03-Aug-2020	TXN001	TXN INSTALLATIONS LTD	Cleared	105	E	15,108.80
00000-3593	03-Aug-2020	UNI001	UNION OF BC MUNICIPALITIES	Cleared	105	E	735.00
00000-3594	03-Aug-2020	VAS001	VAST RESOURCE SOLUTIONS	Cleared	105	E	4,404.12
00000-3595	03-Aug-2020	VIT001	VITALAIRE	Cleared	105	E	20.16
00000-3596	03-Aug-2020	WAS001	WASTE MANAGEMENT OF CANADA CORP	Cleared	105	E	171.46
00000-3597	03-Aug-2020	WOR001	WORKSAFE BC	Cleared	105	E	2,538.08
00000-3598	03-Aug-2020	ZOO001	ZOOM VIDEO COMUNICATIONS INC	Cleared	105	E	21.00
00000-3599	04-Aug-2020	GAS001	GAS PLUS, RADIUM HOT SPRINGS	Cleared	106	E	31.00
Total Computer Paid :		0.00	Total EFT PAP :	64,086.85	Total Paid :		64,086.85
Total Manually Paid :		0.00	Total EFT File :	0.00			

36 Total No. Of Cheque(s) ...  
\* Does not include Library.