

VILLAGE OF RADIUM HOT SPRINGS

AGENDA

REGULAR COUNCIL MEETING OF FEBRUARY 10TH 2021.

Join Zoom Meeting:

<https://us02web.zoom.us/>

Meeting ID: 882 123 4110

Passcode: Radium

Dial in: 1-204-272-7920

Passcode: 600461

PRESENT:

1. ORDER:

2. ADDITIONS TO AGENDA:

3. MINUTES:

(a) Council meeting minutes from January 27th, 2021.

4. DELEGATIONS:

5. COMMITTEE REPORTS:

6. UNFINISHED BUSINESS / BUSINESS ARISING FROM THE MINUTES:

(a) Road Dedication.

(b) Revised Radium Village Arts & Culture Society request with sample agreement provided by CFO Karen Sharp.

7. BYLAWS:

8. MISCELLANEOUS CORRESPONDENCE & REPORTS:

9. NEW BUSINESS:

10. SUNDRY MATTERS & QUESTIONS:

11. NOTICE OF COMMITTEE, SPECIAL & CLOSED MEETINGS:

12. ADJOURNMENT:

3(u).

VILLAGE OF RADIUM HOT SPRINGS

REGULAR COUNCIL MEETING MINUTES FROM JANUARY 27TH, 2021.

PRESENT: Mayor Clara Reinhardt, Councillors Shudra, Gray, McCauley and Logan, Sharlynn Hill, Sgt. Darren Kakuno, George Dumitrescu, Camille Aubin, Karen Sharp, Dave Dixon, and Mark Read (meeting held virtually via the 'zoom' platform).

1. ORDER: Mayor Reinhardt brought the meeting to order at 7:29 p.m.

2. ADDITIONS TO AGENDA:

Resolved, that we approve the agenda, as circulated.
(Moved by Councillor McCauley) Carried.

3. MINUTES:

Resolved, that we approve the Council meeting minutes from January 13th, 2021, as circulated.
(Moved by Councillor Gray) Carried.

4. DELEGATIONS:

Sgt. Darren Kakuno provided an overview of the October to December 2020 policing report, and responded to questions regarding Covid 19 related calls for service.

Sharlynn Hill provided a BC Assessment presentation, which included details on market and non-market changes for the Village of Radium Hot Springs.

5. UNFINISHED BUSINESS / BUSINESS ARISING FROM THE MINUTES:

Council members discussed the overflow truck traffic management plan. Staff will share comments with Ministry staff to assist in development of the plan.

6. NEW BUSINESS:

Councillor McCauley declared a conflict of interest on the next agenda item, noting he operates businesses in the accommodation sector. Tyler left the meeting.

Resolved, that we amend Short Term Rental Policy Draft #3, as follows:

- Revise the 'Policy Statement' sentence 2 to read: "The Village will reserve the right to reconsider a system of limiting the number of STR permits issued to individuals or corporate entities, including the total number of STR permits issued, at a future date.", and;
- Add the following proposed regulation: "STR Permit applications from individuals or corporate entities for more than one property shall be approved by Council resolution.", and;

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Council Meeting Minutes from January 27th, 2021 continued...

6. NEW BUSINESS continued:

- Amend the proposed regulation item 9 to require a STR Permit update application process when the ownership of a property changes hands, and;
 - Deletion of the word “nearby” from the ‘Proposed Enforcement Regime’ section.
- (Moved by Councillor Shudra) Carried.

Councillor McCauley returned to the meeting.

Resolved that, with respect to the highway intersection project, we agree to partner on the upgrades necessary to bring the boulevard back to its general original layout, based upon a preliminary ‘Class C’ construction estimate of approximately \$65,000. The Village agrees to fund 50% of the construction costs.

(Moved by Councillor Logan) Carried.

Council tabled the road dedication item to the next meeting.

Resolved, that we do not enter into a fundraising and grant application partnership with the Radium Village Arts & Culture Society, regarding the proposed Woodcarver Park, due to Canada Revenue Agency rules regarding charitable donation receipts, and because the Village has not decided what involvement it may wish to have with the proposed park.

(Moved by Councillor Shudra) Carried.

Resolved, that we accept the November cheque register in the amount of \$251,830.54 and the December register in the amount of \$441,421.04.

(Moved by Councillor Gray) Carried.

7. SUNDRY MATTERS & QUESTIONS:

Councillor Gray provided a library update, noting the replacement of three members on the board of directors, and advising that Jill Logan will become the staff liaison with the Village.

Mayor Reinhardt provided a Columbia River Treaty update and recommended that Council members review the material provided at the BC Natural Resources Forum.

See: https://whova.com/portal/webapp/bnrf_202101/VideoGallery

8. ADJOURNMENT: The meeting adjourned at 9:43 p.m.



December 15, 2020

BY E-MAIL > mark.read@radiumhotsprings.ca

Village of Radium Hot Springs
4836 Radium Boulevard
Radium Hot Springs, BC V0A 1M0

In reply refer to
Molly Tymchak, LAA
E: mtymchak@fultonco.com
File: 3474-1348

Attention: Mr. Mark Read, CAO

Dear Sir:

**Re: Ministry of Transportation and Infrastructure File PS 744457
Road Dedication in ALL of Lot A Plan 4750 (the "Lands")
Project: Highway 93/95 Radium Intersection
Registered Owner: Her Majesty the Queen in right of the Province of
British Columbia c/o the Ministry of Transportation and Infrastructure**

Please be advised that we are solicitors for the Ministry of Transportation and Infrastructure ("MoTI") who are dedicating as road all of the above noted property shown outlined in black on the enclosed Reference Plan.

The Plan has been prepared under the Digital Survey Plan System and will be electronically filed in the Kamloops/Nelson Land Title Office. All signatures and approvals will be obtained on the enclosed Application Form.

As the Lands are located within the boundaries of the Village of Radium Hot Springs (the "Village"), and Main Street leading up to this new dedication is already the Village's road, MoTI has advised us that the new road will be municipal road maintained by the Village. Accordingly, the Land Title Office requires that the Application Form be signed by your Approving Officer.

We enclose the following for review and/or signature:

1. Copy of our Title search of the Lands;
2. Road Dedication Plan EPP98952;
3. Application to Deposit Plan EPP98952 for signature by the Approving Officer on page 3;

4. Copy of Plan EPP99457 (for your information only) which was registered on March 23rd, 2020 in part of the neighbouring property, Lot 1 Plan 5422. This Plan also dedicated municipal road along Main Street.

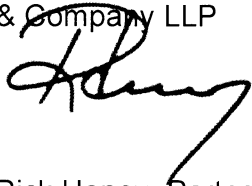
Please return the signed Application Form to us as soon as possible. You may fax or email the signature page to us, however, we also require that you send us the originally signed Form by regular mail.

MoTI does not generally pay approval fees as they are not developers for profit and the dedication of road is usually a benefit to the Municipality.

We thank you for your assistance and look forward to your early reply.

Yours very truly,

Fulton & Company LLP



Per: Rick Heney, Partner

/mt

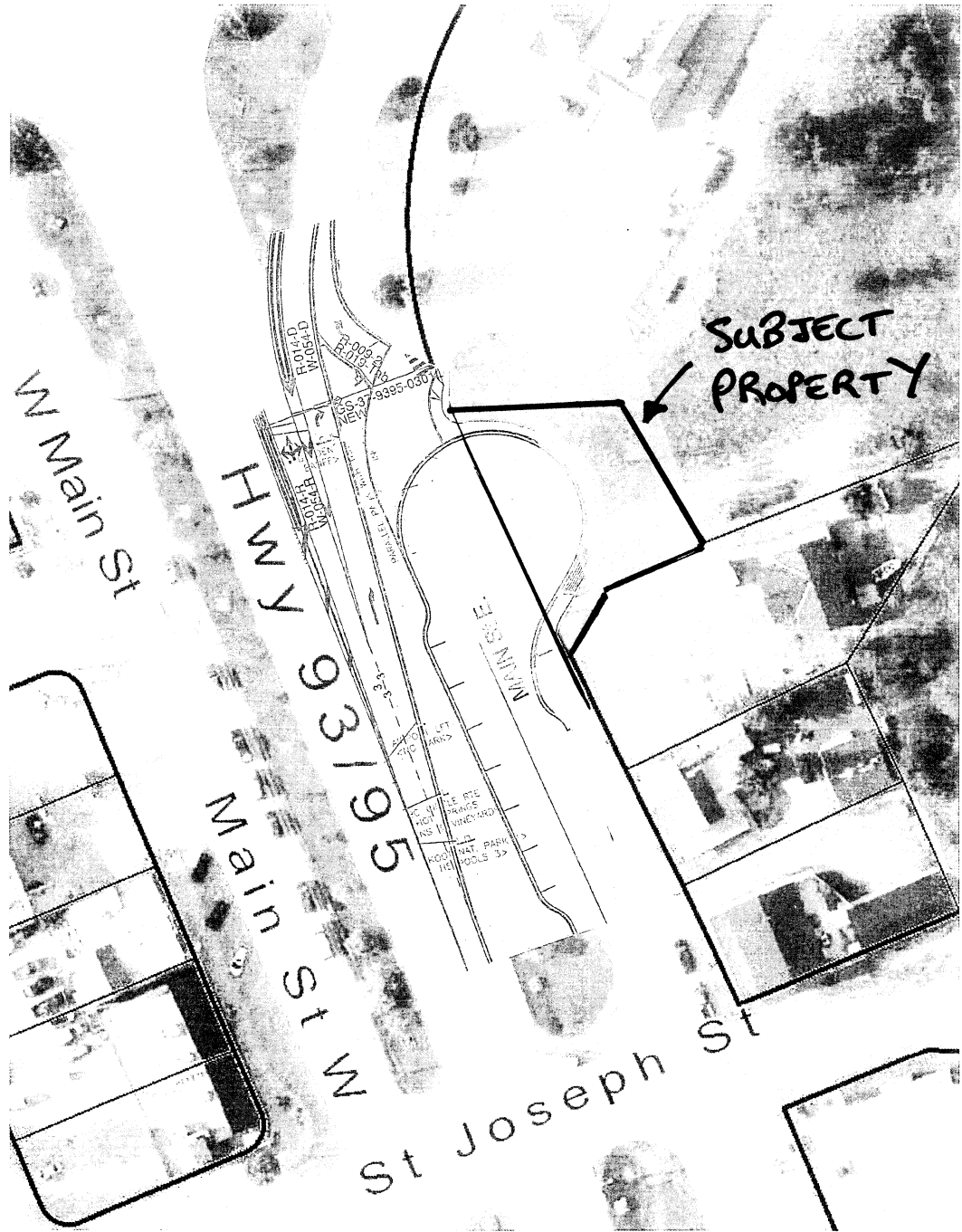
Enclosures

cc Ministry of Transportation and Infrastructure
Attention: Ms. Megan Cullinane

VILLAGE OF RADIUM HOT SPRINGS

Legend

- Lot Line
- Right of Way
- District Lot



Notes:

MoTI Road Dedication Areas

38 0 19 38 Meters

Scale = 1:1,500



THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS_1984_Web_Mercator_Auxiliary_Sphere
RDEK GeoViewer - 1-4-2021 1:23 PM

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate current, or otherwise reliable.

6 (b)

Mark Read <readmark58@gmail.com>

FW: Fundraising Partnership with Village

2 messages

Mark Read <mark.read@radiumhotsprings.ca>

Wed, Feb 3, 2021 at 3:22 PM

To: readmark58@gmail.com

Dear Council,

The Radium Village Arts & Culture Society would like to make a request to the Village of Radium to act as an Agent for a Grant from the Columbia Valley Community Foundation to Radium Village Arts & Culture Society for Woodcarver Park.

How this could potentially work is, the Community Foundation would collect donor funds for Woodcarver Park and issue donor receipts. They would then issue a grant, of the donor funds, to the Village of Radium who would then issue the grant funds to the Radium Village Arts & Culture Society.

This process would resolve our challenge with the long process of becoming a Charity and provide us with the ability to offer donor tax receipts to donors so that we can launch our fundraising plan.

Thank you for considering our request and please feel free to let us know if you have any questions.

Kind Regards,

Radium Village Arts & Culture Society

250-270-0228 (Val's Cell)

Mark Read <mark.read@radiumhotsprings.ca>

Wed, Feb 3, 2021 at 3:31 PM

To: readmark58@gmail.com

[Quoted text hidden]

GRANT FUNDING AGREEMENT

THIS AGREEMENT dated for reference the __ day of _____, 2021

BETWEEN:

THE VILLAGE OF RADIUM HOT SPRINGS

(the "VILLAGE") AND:

RADIUM VILLAGE ARTS & CULTURE SOCIETY

(the "SOCIETY")

WHEREAS:

- A. The Village supports the general activities and program that the Society administers.
- B. The *Community Charter* authorizes the Village to provide such assistance to the Society as it considers appropriate.

NOW THEREFORE in consideration of the premises and mutual covenants contained in this Agreement (the receipt and sufficiency of which the parties acknowledge), the parties agree as follows:

COVENANTS OF THE SOCIETY

- I. The Society agrees to prepare an application for grant funding (the "Grant Application"), to be submitted by the Village to the Columbia Valley Community Foundation for \$____, after being approved by the Village Council, such approval not to be unreasonably withheld, for the purpose of _____. (the "**Program**")
- 2. Subject to receipt of the grant funding by the Village for the Program from Columbia Valley Community Foundation, the Society agrees:
 - (a) to comply with all requirements and conditions set by the Columbia Valley Community Foundation in connection with the grant funding and the Program;
 - (b) to have an annual meeting between its representative and Village staff in order to develop a mutually-agreeable plan on how the grant funding for the Program will meet the requirements of Columbia Valley Community Foundation;
 - (c) to include an acknowledgement of the Village's contributions under this Agreement at activities related to this Agreement;
 - (d) to submit an annual report to the Village outlining the outcomes of any activities involving the Village's contributions under this Agreement,

including but not limited to an economic impact analysis and summaries of how Village services were used;

- (e) to be just and faithful in the performance of its obligations under this Agreement and in its dealings with the Village under this Agreement and other agreements entered into between the Society and the Village; and
- (f) to perform its obligations under this Agreement in a lawful and orderly manner in full compliance with all applicable federal, provincial, municipal and other laws, bylaws (including bylaws of the Village), regulations and statutes.

COVENANTS OF THE VILLAGE

3. The Village agrees to:

- (a) review and, if approved by Council, such approval not to be unreasonably withheld, submit the Grant Application to Columbia Valley Community Foundation;
- (b) provide, subject to the Village receiving grant funding from Columbia Valley Community Foundation for the Program in correction with the Grant Application and subject to prior approval by resolution of the Village Council, grants in the total amount of \$_____ or such lower or higher amount as received from Columbia Valley Community Foundation pursuant to the available granting programs, no later than _____.

TERM

4. The term of this Agreement shall commence on _____ and end on _____ unless terminated earlier in accordance with the termination provisions of this Agreement.

TERMINATION

5. This Agreement may be terminated:

- (a) at any time upon written agreement of the parties;
- (b) at any time by the Village upon written notice to the Society if the District determines that, for whatever reason, the Society:
 - (i) is unable to perform any or all of its obligations set out in this Agreement hereto to the satisfaction of the Village; or
 - (ii) otherwise fails to observe or perform any of the terms or conditions of this Agreement in a timely manner; or
- (c) upon either party providing the other party with at least 6 months' written

notice of its intention to terminate this Agreement, in which case, this Agreement shall terminate on the date indicated in the notice.

6. If the Village at any time grants any extension of time under the Agreement, such extension is not a waiver on the part of the Village of this provision. No waiver by the Village of any breach of any terms of the Agreement by the Society is effective unless given in writing and no waiver constitutes a waiver of any subsequent breach of the same or any other provision of the Agreement.

INDEMNITY AND RELEASE

7. The Society hereby releases and forever discharges the Village from any and all claims, causes of action, suits or demands whatsoever the Society may have against the Village for any loss or damage or injury the Society may sustain or suffer arising out of the breach of this Agreement by the Village, the termination of this Agreement by the Village, or by the negligent acts of the Village, its servants, contractors, employees, guests, invitees or representatives.

MISCELLANEOUS

8. The Society shall not assign the Agreement or any part or atly benefit or monies accruing to it or sub-contract atly work required to be performed by it under the Agreement without the prior written consent of the Village. Any such assignment or sub-contracting without such consent is not binding on the Village and gives the Village the right to terminate the Agreement.
9. The division of this Agreement into articles and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
10. Any notice required or permitted to be given shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by facsimile to the fax number shown below for the respective patty or mailed by prepaid registered mail to the address set out on the first page of this Agreement or to such other address as the respective parties may in writing advise. Any such notice shall be deemed to have been given and received, if delivered, when delivered, and if mailed, on the fifth (5th) business day after the mailing thereof in any government post office in the province of British Columbia provided that, if mailed, and after the time of mailing there is any slowdown, strike, or labour dispute which might affect the delivery of such notice, then such notice shall be effective only if actually delivered.
 - (a) The fax number for the Village is 250-347-9068.
 - (b) The fax number or email for the Society is _____.
11. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Village or the Council of the Village. Further, nothing contained or implied in

this Agreement shall derogate from the obligation of the Society under any other agreement with the Village or, if the Village so elects, prejudice or affect the Village's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Village's discretion, and the rights, powers, duties and obligations of the Village under all public and private statutes, by-laws, orders and regulations, which may be, if the Village so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Society and the Village.

12. Except as otherwise permitted under this Agreement, this Agreement may be amended only by written instrument executed by the parties hereto or their successors or permitted assigns.
13. If any clause of this Agreement or any part of any clause of this Agreement is found to be unlawful or unenforceable, that part or clause, as the case may be, shall be considered separate and severable and the remaining parts or clauses, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
14. The Agreement ensures to the benefit of and is binding upon the heirs, executors, administrators, successors and permitted assigns of each party.
15. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
16. The Village and the Society disclaim any intention to create a partnership or joint venture or to constitute either of them the agent of the other and nothing contained in this Agreement shall be construed to constitute the Village or the Society a partner, joint venturer, agent or legal representative of or with the other. Neither the Village nor the Society shall have, or represent that it has the authority or power to act for or to undertake or create any obligations or responsibilities, express or implied, on behalf of, or in the name of the other.
17. Time is of the essence of this Agreement.
18. This Agreement constitutes the entire agreement between the parties.