



DISTRICT OF

100 Mile House

POLICY & PROCEDURES MANUAL

Approved by: Council

Date:



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE#</u>
<u>1. ADMINISTRATION</u>		
1.1	Policy Manual Policy	4
1.2	Advertising	5
1.3	Comfort Letter Requests	7
1.4	Communications for Emergent Situations	8
1.5	Community Service Sign	9
1.6	Council Chambers	11
1.7	District Lapel Pins	12
1.8	Financial Disclosure Act	13
1.9	Incoming Mail	14
1.10	Liquor and Cannabis Licencing	15
1.11	Municipal Facilities & Events Booking	22
1.12	Office Security & Lock Down	25
1.13	Office Equipment & Stationery	27
1.14	Original Documents & Photographs	28
1.15	Pamphlets & Posters	28
1.16	Proclamation/Declaration	31
1.17	Records Management, Retention and Disposal	30
1.18	Safety Operations Statement	33
<u>2. COMMUNITY SERVICE</u>		
	"See Community Service Policy & Procedure Manual"	
<u>3. COUNCIL</u>		
3.1	Council Authority & Role as Employer	35
3.2	Council Expense Reimbursement	37
3.3	Council Meeting – Staff Attendance	39
3.4	Conflict of Interest	40
3.5	Council Code of Conduct	43
3.6	Chief Administrative Officer Performance Appraisal	47
3.7	Council Disclosure of Gifts and Personal Benefits	55
3.8	Council Liaison to External Agencies	57
3.9	Freedom of the City	59
3.10	Election Workers	60



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

<u>SECTION</u>		<u>PAGE#</u>
4. FINANCE		
4.1	Annual Operating and Capital Budget	62
4.2	Business License	63
4.3	Capital Assets	65
4.4	Deposit Refunds	74
4.5	Disposal of Assets	75
4.6	Disposal of Municipal Property (Land)	77
4.7	Funding Sources & Tax Policy	80
4.8	Grant Funding Applications	82
4.9	Grants For Assistance	83
4.10	Mobile Home Collector's Certificate	84
4.11	Permissive Tax Exemption	85
4.12	Purchasing Policy	88
4.13	Reserve Fund Policy	103
5. FIRE DEPARTMENT		
	"See Fire Department Policy & Procedure Manual"	
6. INSURANCE		
6.1	Council Members	111
6.2	Coverage	111
6.3	Liability – Damage Claims	112
7. LAND DEVELOPMENT		
7.1	Board of Variance	114
7.2	House and Parcel Numbering	112
7.3	Parks and Recreation Development	120
7.4	Road Naming	121
7.5	Illegal Secondary Suites	123
7.6	Agricultural Land Reserve Exclusion	129
7.7	Private Fire Hydrant Testing & Maintenance	133



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

<u>SECTION</u>		<u>PAGE#</u>
8. <u>LEGAL</u>		
8.1	Bylaw Enforcement & Compliance	135
8.2	Damage to Municipal Property	139
8.3	Litigation	139
8.4	Obtaining Information	139
8.5	Reward for Reporting Vandalism	140
9. <u>PERSONNEL</u>		
	"See Personnel Policy Manual"	
10. <u>RISK MANAGEMENT – BUILDING INSPECTIONS</u>		
10.1	Coordinator	142
10.2	Risk Management Plan	142
11. <u>RISK MANAGEMENT – COMMUNITY SERVICE</u>		
11.1	Coordinator	144
11.2	Risk Management Plan	144
11.3	Inspections	144
11.4	Response to Hazards	145
11.5	Entering Private Property	145
11.6	Wheelchair Access on New Constructed Sidewalks	145
12. <u>RISK MANAGEMENT - ENVIRONMENTAL</u>		
12.1	Coordinator	146
12.2	Risk Management Plan	146
13. <u>SUPERVISION & TRAINING</u>		
13.1	Purpose	149
13.2	Accident Response Procedure	149
ATTACHMENTS		
"A"	Retail Cannabis Sales Establishment Matrix	151



DISTRICT OF 100 MILE HOUSE Policy & Procedures

1. **ADMINISTRATION**

1.1 **POLICY MANUAL**

A Policy Manual for the District of 100 Mile House has been created to provide consistency where necessary and to provide general direction for all staff on matters that require such consistency.

The office of the Corporate Administrator will maintain the Policy Manual and provide copies to the Manual holders as described below:

- All members of Council
- All Department Directors

Establishing Policies

All proposed Policies shall be submitted to the Chief Administrator Officer (CAO). All approved Policies will be circulated to each Policy Manual holder by the Corporate Administrator's office.

Department policies and procedures will be established and maintained by each Department. Only Corporate Policies will be included in the Policy Manual. No Department Policy and Procedure will circumvent a Corporate Policy.

Updating Policies

An update to a Policy shall be submitted to the CAO for review and consideration.

Review and Update

Each Department Director shall ensure that policies are kept current. The CAO will periodically review each section of the Policy Manual with the appropriate Department Director to confirm that all policies are current.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.2 ADVERTISING

Purpose

To outline the process for advertising in the local newspapers publishing in 100 Mile House or alternative means with the objective to equitably distribute advertising costs.

Definitions

Alternative Means of Publishing a Notice: public notice requirements under the *Community Charter*, *Local Government Act*, or any other enactment may be given by the following methods:

- a) electronically by posting the notice on the District of 100 Mile House website; and
- b) electronically by distributing the notice through the District of 100 Mile House email subscription service.

Legal Notices

The *Community Charter* and *Local Government Act* require local governments to advertise notices in a newspaper and/or through the alternative means of publishing a notice, as defined in the *Interpretation Act* for a wide array of matters including, but not limited to, matters dealing with:

Elections	Voting Opportunities	Tax Sales
Public Hearings	Committee Vacancy	Counter Petition
Municipal Boundaries	Closing/Establishing Highways	Court of Revision
Disposal of Land/Improvements	Local Improvements	Financial Audit Review

Newspaper: Section 29 of the *Interpretation Act of BC* defines “newspaper”, in a provision requiring publication in a newspaper, means “a printed publication in sheet form, intended for general circulation, published regularly at intervals of not longer than a week, consisting in great part of news of current events of general interest”.

The *Community Charter* defines “newspaper”, to mean in relation to a requirement or authorization for publication in a newspaper, a publication or local periodical that contains items of news and advertising.

Notice by Newspaper: Section 38 of the *Interpretation Act of BC* provides “if an enactment provides that notice must or may be given by publication in a newspaper published in a particular municipality, district, county, jurisdiction or other place, the provision must be construed to mean that the notice may be sufficiently given, if no newspaper is published at



DISTRICT OF 100 MILE HOUSE Policy & Procedures

the time when the notice is to be given in the particular place, by publishing or advertising the notice in a newspaper published in British Columbia, nearest the place mentioned”.

Other Advertising

Advertising not required to be published in a paid subscription newspaper, but which should receive high consideration, may include, but is not limited to, matters dealing with:

Water Advisory	Water Main Flushing	Water Restrictions
Job Postings	Office Closures	Holiday Timber
Road Repairs/Paving	Works Inconveniencing Public	Surplus Equipment
Sale		
Spring Cleanup	Tenders/Requests for Proposal	Zoning
Development Variances	Official Community Plan	Bylaw Amendments
Board of Variance	Land Reserve Commission/ALR	

Policy

1. The District will exercise its discretion to publish in local media outlets that best serves the District's requirements.
2. Authority for the implementation of this policy is delegated to the CAO.
3. Accountability for the operation of this policy will be monitored by submission of an annual report prepared by the CAO to Council in February of each year.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.3 COMFORT LETTER REQUESTS

Purpose

To outline the staff process for handling comfort letter requests.

Procedure

The Planner will coordinate the comfort letter process as follows:

- Receive written request for comfort letter;
- Advise requestor of applicable fees, as specified in the current *District of 100 Mile House Fees & Charges Bylaw*;
- Refer the request to applicable municipal departments;
- Receive research from other departments in written format;
- Prepare an Accounts Receivable Voucher Request;
- Prepare the formal response (comfort letter) in writing; and
- Send the response, together with invoice, to the requestor.

Each Department will be responsible for:

- Conducting research into its departmental files; and
- Providing a written response to the Planner.

All requests are to be directed to the Planner unless the request is department specific, then the Director of that Department may process the request independently and charge all fees applicable as specified in the current *District of 100 Mile House Fees & Charges Bylaw* and/or the current *District of 100 Mile House Freedom of Information Bylaw*.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.4 COMMUNICATIONS FOR EMERGENT SITUATIONS

Purpose

To outline the communication process the District of 100 Mile House will use for emergent situations which may arise within the District's municipal boundaries concerning roads, water and sewer and which pose a health and safety risk.

Procedure

The CAO or appointed designate will notify Mayor and Council. The following agencies will be notified as appropriate:

Radio	Immediate Action
Newspaper	Press releases and paid advertisements depending on nature of emergency
RCMP, Fire, Ambulance	Notify by telephone
Business, schools, hospital, senior homes	Notify by E-mail and fax
Managers of Apartment Blocks	Notify telephone call-out-list
Public	Notices to be placed in all Public facilities and posted to the District's website and current social media platforms.
All residential homeowners and tenants	Notices hand-delivered and post on emergency broadcast system if urgent, mail outs, post to District's website/subscription notice and current social media platforms, if precautionary





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.5 COMMUNITY SERVICE SIGN

Purpose

To outline the process for non-profit community groups to erect signs on municipal property to advertise for events open to the public.

Definitions

Pursuant to the current District of 100 Mile House *Sign Bylaw*:

"Community Sign: means a temporary sign advertising a community service.

"Community Service" means a service, excluding a business, carried on by a non-profit organization for the betterment of the community.

Policy

1. Signage requirements for Community Service Events will be consistent with the current District of 100 Mile House *Sign Bylaw*.
2. The CAO hereby delegates the authority of implementing this policy to the Director of Community Services and/or his/her delegate.
3. Requests to erect signage to advertise community events that are outside the scope of this policy must be referred to Council for approval.
4. A Community Sign shall be of professional quality in appearance, subject to approval by the Director of Community Services and/or his/her delegate.
5. Upon approval, installation and placement of signs will be coordinated with the non-profit community group and Community Service.
6. Community Service Event signs will be permitted to be installed by Community Service staff, approximately two weeks before the event, staff time permitting, and shall be removed within three (3) days of the termination of the event. The District will not be held responsible for ~~the storage or~~ damage ~~or replacement~~ of event signs.

~~Community Service staff will co-ordinate with the Community Group to have their signs picked up within five (5) days of the termination of the event. A fee of \$25.00 per day will be charged for non-compliance by the Community Group.~~



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7. A Community Sign shall be 8 ft. wide x 4 ft. high.
8. A permit is not required for a Community Sign provided that:
 - (a) The sign area of a Community Sign shall be 8 ft. wide x 4 ft. high
 - (b) Community signs may be displayed for a period of two weeks only.
 - (c) Non-profit pre-schools may display Community Signs twice a year to advertise their registration dates.
9. Community Service Signs may be located at the north and south ends of Highway 97. ~~North and on Horse Lake Road by the campsite.~~
10. Pending multiple requests for signage in the same time period, the Director of Community Services and/or his/her delegate shall have discretion to post one sign at the North end of town and one sign at the South end of town, to post the signs for a shorter period of time, or determine some other solution. In no case will the District allow two signs to be installed on the same sign frame.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.6 COUNCIL CHAMBERS

Purpose

To outline the policy on the use of Council Chambers for outside organizations.

Policy

The Municipal Council chambers may be used, at no charge, by outside volunteer organizations that have a direct benefit to the municipality and surrounding area. Council reserves the right to have first preference to use the Chambers.

The designate of the organization will contact the municipality to arrange the use of Council Chambers.

Meetings must be held between 8:30 am and 4:30 p.m. (Municipal office hours), unless a member of Council or a municipal employee is in attendance, and that municipal designate is responsible for opening and closing chambers outside of regular office hours.

Municipal employees will not provide administrative services unless the employee is part of the organization and they volunteer to provide such service.

The use of the municipal office equipment is not permitted unless prior approval has been issued.

Any use outside this policy must be approved by the CAO or his/her designate.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.7 DISTRICT LAPEL PIN

Purpose

The District of 100 Mile House has a lapel pin of a “red coach” that is symbolic of the Stage Coach that travelled to the South Cariboo during the Gold Rush days. The lapel pin mirrors the stage coach that is on display at the Visitor Information Centre.

This policy will provide guidelines on how the District lapel pin will be distributed to individuals and clubs/organizations.

Definitions

Events: events can be, but not limited to, sports, arts and culture, education, tourism and political.

Scope

The South Cariboo has a vast representation of individuals and clubs/organizations that represent 100 Mile House and the South Cariboo at events.

Council wishes to acknowledge the accomplishments of all individuals and clubs/organizations that represent 100 Mile House and the South Cariboo and recognizes that individuals and clubs/organizations usually trade a memento of their community with others.

Policy

1. Individuals or clubs/organizations will complete the “**Pin Request Form**” (found in the Policy & Procedures Forms folder), which outlines the person or organization name, purpose and details of the event.
2. The CAO or his/her designate will review the request and duly authorize or decline.
3. Each individual or club/organization will be provided with 35 lapel pins, free of charge. Any additional pins will be charged out in accordance to the current *District of 100 Mile House Fees and Charges Bylaw*.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.8 FINANCIAL DISCLOSURE ACT

Purpose

This policy summarizes the requirements imposed upon senior employees in accordance with the *Financial Disclosure Act*.

Scope

District employees designated under this policy are as follows:

Chief Administrative Officer/Corporate Administrative Officer
Director of Finance
Director of Community Services
Fire Chief/Deputy Fire Chief
Director of Planning
Director/Deputy Director of Corporate Admin

General

The *Financial Disclosure Act* requires designated individuals to disclose personal financial information.

Requirement to Disclose

The following procedures are based on the *Financial Disclosure Act* – refer to the Act for detailed information. Sections 3, 4 and 5 of the *Financial Disclosure Act* specify the types of information that must be disclosed.

Employees designated above of this policy must file a written disclosure

- By the 15th of the month on which they become a designated employee;
- Between January 1 and 15 in each year they are employed; and
- By the 15th of the month after they leave their position.

This information must be filed with the Corporate Officer in the form prescribed by Schedule A of the *Financial Disclosure Act Form Regulations*.

Access to Disclosures

Under section 6 of the *Financial Disclosure Act*, disclosures are only available for inspection by members of Council. The Corporate Officer is responsible for sending copies of them to members of Council, in strict confidence.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.9 INCOMING MAIL

Policy

All incoming mail shall be reviewed under the direction of the CAO.

Procedures

Non Municipal Mail

Mail addressed to recipients who do not work for the District or 100 Mile Development Corporation is not to be opened. The outside envelope will be date stamped only. Mail to the 100 Mile Fire Rescue Society will be forwarded to Fire Chief.

"Private" and/or "Personal" Mail

Mail marked "Private" and/or "Personal" will not be opened. The envelope will be date stamped and delivered to the person to whom it is addressed.

Mail marked "Private" and/or "Personal" that is generically addressed to "Mayor and Council" or "Council" will be opened by the Finance Clerk date stamped and forwarded to the Mayor, with a copy to the CAO.

"Confidential" Mail

Mail marked "Confidential" that is addressed to a specific individual by name or position, or to Mayor and Council will be opened by the Finance Clerk date stamped, and delivered to the person to whom its addressed.

Mail marked "Confidential" that is addressed generically to the District Office may be opened by the Finance Clerk.

Unmarked Mail

All incoming mail without special instruction on the envelope will be opened by the Finance Clerk date stamped, and forwarded as appropriate.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.10 LIQUOR AND CANNABIS LICENCING

A. Purpose

This policy applies to local government resolutions required by the Province of British Columbia, Liquor & Cannabis Regulation Branch (LCRB). The LCRB portfolio is specific to the following types of licences:

- Liquor Primary
- Cannabis Retail

The general manager of the LCRB issues liquor licences under the authority of the *Liquor Control and Licensing Act* and *Cannabis Control and Licensing Act*. The general manager may also issue a cannabis retail licence under the *Cannabis Control and Licensing Act and Regulation*.

This document is intended to clarify the role of the District of 100 Mile House in the review of liquor and cannabis licence applications. Furthermore, any reference to cannabis retail licences is for the purpose of non-medical uses only.

Prior Liquor Licensing Policies No. 1.10 and 1.11 are hereby repealed.

B. General – Cannabis Retail Sales

1. The District will only consider lawful cannabis-related uses that are permitted under Provincial and Federal legislation.
2. Retail cannabis licence applications will be processed at the conclusion of an intake period, after which they will be processed in the order the referrals are received from the LCRB.
3. Only applications referred by the Province will be considered.
4. The District will process cannabis-retail licence applications as follows:
 - a) The District receives an LCRB referral for each cannabis retail licence application and each existing licence amendment application.
 - b) An evaluation committee will evaluate the application using a scoring matrix.
 - c) The District will gather the views of residents in relation to the application.
 - d) Staff will complete a technical review of the application, which may include referrals to municipal departments, local RCMP and other agencies and organizations.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

5. Only applications for cannabis retail sales that meet the Zoning regulations will be considered.
6. Retail cannabis stores must be at least 100 metres from elementary or high schools, measured from property line to property line.
7. Retail cannabis stores must be at least 50 metres from another retail cannabis store.
8. The District will consider a maximum of three (3) retail cannabis stores.
9. Applicants must pay a processing fee, which is in addition to any applicable development application fees such as Development Variance Permit or Development Permit.
10. Upon consideration of input from the Evaluation Committee, administration and the public, Council, by resolution, will decide whether to:
 - a) Support a provincial cannabis retail licence;
 - b) Support a provincial cannabis retail licence with terms and conditions; or
 - c) Not support a provincial cannabis licence.
11. Business licences will be issued upon “approval in principle” received from the Province and the District has provided a favourable resolution to the LCRB.

C. Applications

Application Forms

Applications for local government resolution shall be made to the District of 100 Mile House Planning Department. Submitted applications shall contain the following information for a complete application:

- Name, address, and signature of the applicant
- Name, address, and signature of registered owner, if different from the applicant, or an Appointment of Agent form, if the applicant is not the owner
- Title search for the property, including copies of any charges on title
- Legal description of the property, and street address of the property
- Type of application being made:
 - Application for a new liquor primary licence
 - Application for an amendment to an existing liquor primary licence
 - Application for a food primary licence requesting a patron participation endorsement and/or extension of the hours of operation of liquor service past midnight



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- Application for a temporary amendment to an existing liquor licence, or
- Application for a non-medical cannabis retail licence
- Reasons, comments, and a business plan in support of the application
- An Occupant Load calculation from a qualified professional, if applicable
- A floor plan indicating the area for sales, storage and delivery areas (m²) for a Cannabis Retail Licence
- The Liquor & Cannabis Regulation Branch Application Form, as referred by the Province
- Current Liquor or Cannabis Licence, if applicable

Application Fees

The applicant shall pay the District of 100 Mile House an application fee in the amount set out in the current Fees & Charges Bylaw, and any amendments thereto.

Consideration of Applications

Applications for a local government resolution shall be presented to Council for consideration at a regular scheduled meeting of Council. A report shall be prepared for Council by the Planning Department that contains: details of the application; an evaluation of the proposal in accordance with the Liquor & Cannabis Regulation Branch criteria; a summary of referral responses; and a draft resolution for Council's consideration. Council may approve the draft resolution, amend the draft resolution and approve it, or provide no comment.

Public Consultation

The District of 100 Mile House will collect the views of residents that may be impacted by the application. These views shall be collected in accordance with the Hearing and Public Notice section below. The purpose of public consultation is to:

Liquor Licence

- Inform the public that the District has received a request for a local government resolution for a specific site, and if a Rezoning Application is required to facilitate this application.
- Identify the type of resolution applied for, the proposed occupant load, the proposed hours of liquor service, and any other information where applicable.
- Provide the time and date of the Hearing.
- Outline any proposed changes to an existing liquor licence if the application is for an existing licenced facility.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Cannabis Retail Licence

- Inform the public that the District has received a request for local government resolution for a specific site.
- Identify the proposed business plan, and floor area plan, and setbacks from certain uses, the proposed hours of retail service, and any other information where applicable.
- Provide the time and date of the Hearing.
- Outline any proposed changes to an existing cannabis licence if the application is for an existing licenced facility.

Hearing

Council shall hold a public hearing, which will be advertised in accordance with the Public Notice section set out below. During the Hearing, Council may hear comments from the applicant and members of the public in relation to the application.

The Hearing may be combined with other relevant applications.

Public Notice

Written Notification

The Director of Economic Development & Planning shall provide written notification to owners or tenants in occupation of all parcels within a distance of sixty (60) metres from the subject property. The notification will be delivered at least 10 days prior to the Hearing date. The District may determine a larger area for written notification.

Newspaper Advertisement

The Director of Economic Development & Planning shall place an advertisement in two consecutive issues of the newspaper, in accordance with the *Local Government Act*, electronically by posting the notice on the District of 100 Mile House website or electronically by distributing the notice through the District of 100 Mile House email subscription service.

Resolution Outline

The resolutions passed by Council shall take the form outlined by the Liquor & Cannabis Regulation Branch. The evaluation criteria are identified in Section D of the Liquor & Cannabis Licensing Policy.

Council may make a resolution conditional upon some term or condition; however, prior to doing so Council should ensure that the term or condition is within the jurisdiction of the Liquor & Cannabis Regulation Branch to impose or enforce.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

D. Local Government Resolution Application Evaluation Criteria

Evaluation Matrix

An evaluation matrix for scoring and prioritizing applications for retail cannabis sales establishments has been developed. Complete applications will be evaluated by a multi-departmental committee against a scoring matrix, Council Policy, and *Zoning Bylaw No. 1290*. The Evaluation Matrix Attachment "A".

Process

Step 1 - Only complete applications received by referral from the Liquor and Cannabis Regulation Branch (LCRB) will be evaluated by the evaluation committee as part of the first step in evaluation and processing.

Evaluation Committee

The evaluation committee is proposed to be comprised of one member from each of the following:

- CAO or Designate
- Planning Department
- Building Department
- One Member of Council

If members of the evaluation committee score an application differently, a total average score will be calculated. Applicants will be advised in writing of their application status, what their total application score was, and if their application was selected to move forward at this time.

Applications that receive a total score of at least 70% by the evaluation committee without infringing on the Zoning Bylaw, will be selected to move forward with the next step.

Step 2 – Step 2 consists of the Public Hearing and notification process.

Step 3 - Following the Public Hearing, District of 100 Mile House Council will make the final decision whether to provide a positive recommendation to the LCRB for license issuance.

Note: Council retains the full and final authority to approve or deny applications as it sees fit.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Community Impact

Council may consider the following when providing a resolution with respect to a Liquor Licence or Cannabis Retail application:

- Location of the establishment.
- Proximity of the establishment to other social or recreational facilities and public buildings.
- Proximity of the establishment to other similar establishments.
- Occupant load and hours of liquor service for Liquor Licence Applications.
- Floor plan of the retail, warehouse and delivery (m2), and proposed hours of operation for Cannabis Retail.
- Traffic, noise, parking and zoning.
- Population, density and trends.
- Relevant socio-economic information.
- Applicant's security plan.
- Overall business proposal.
- Whether the proposed amendment will result in the establishment being operated in a manner that is contrary to its primary purpose
- The hours of operation.
- The impact on the community if the application is approved.
- Any other criteria that Council considers relevant.

Hours

Council will consider the proposed hours of Liquor Service and Cannabis Retail uses. Council has established the maximum hours of operation for Cannabis Retail sales to be **9:00 a.m. to 9:00 p.m.**

Location of Liquor Primary Establishments and Cannabis Retail

Staff will provide in a Report to Council a summary of surrounding land uses and the proximity of the nearest residential, institutional and liquor and cannabis retail uses for Council's consideration.

Liquor Licence

Council will consider suggested minimum separation between liquor primary licenced establishments on a case specific basis in consideration of the evaluation criteria in Section A.1.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Cannabis Retail Licence

Council has established that Cannabis Retail uses may be permitted with a minimum separation of 50 metres from other cannabis retail uses.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.11 MUNICIPAL FACILITIES AND EVENTS BOOKING

Purpose

To permit safe and orderly special events on District of 100 Mile House streets, parks, and other municipally owned facilities and property. Special events include, but are not limited to, parades, races, walks and runs taking place on streets and organized events using municipal parks, District-owned facilities and property within the District.

Policy

1. Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate completed forms listed below: **(Appendix "E")**
 - Schedule A – Municipal Facilities License of Occupation (applies to all Hall Rentals)
 - Schedule B – Community Hall Rental Agreement
 - Schedule C – Martin Exeter Hall Rental Agreement
 - Schedule D – Application to Hold a Public Event
 - (applies to Parade/Road Closure Events/Use of Visitor Information Centre Grounds)
 - Schedule E – Application to Rent the Airport
 - Schedule F – Parade/Temporary Road Closure Application Form
 - **Schedule G – Park Use Permit**
2. Applicants must provide evidence of compliance with any required permits from outside agencies (e.g. Interior Health, liquor license, insurance, etc.) and any other documents identified in the application procedure.
3. All public event applications will require Councils approval. The District of 100 Mile House Council reserves the right not to approve an event in a current year, even though it may have received approval in previous years.
4. Where conflicting dates occur, regularly occurring events will be given priority provided the application is received no later than **30** days prior to the event. If an organizer of an annual event proposes to change the date/day or venue, which causes a conflict with another previously scheduled and approved event, the originally scheduled event will take precedence of the changed event.
5. First time events will be handled on a first come, first served basis depending on venue availability.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

6. Organizers of approved events are required to obtain and maintain, during the term of the event, a comprehensive general liability insurance policy providing coverage of not less than **\$2, 000,000.00** naming the District of 100 Mile House as an additional insured.

A copy of the policy shall be delivered to the District a minimum of five (5) working days prior to the event date.

Where fireworks are used, the event organizer must provide a second Certificate of Insurance for **\$2,000,000.00** (per occurrence). The company supplying fireworks may supply this second certificate provided that the District of 100 Mile House and the organization are specifically named as additional insured.

Where alcohol is served or sold, the event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.

7. Organizers shall provide the District with a refundable damage deposit of ~~\$500.00~~ **dollars as per District of 100 Mile House Fees & Charges Bylaw**, to cover any loss, damage or any other non-compliance of this policy resulting from an event. Such amount may be increased for any event if deemed necessary.
8. Garbage and other waste materials must be cleaned up daily and at the conclusion of the event by the event organizer. Organizers are responsible for clean up of all aspects of the event, including the actions of patrons, third party vendors or sponsors. If after the event is concluded the area is left not in the same order as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus **10%** administration fees and the total amount will be appropriated from the damage deposit or charged back to the renter or organizer.
9. The District is not responsible for providing signage, barricades, parking or traffic control for any event unless authorized by Council.

If approved by Council, barricades will be dropped off during regular working hours by the Community Service Department at the requested location and will be the responsibility of the event coordinator to place and to remove. The Community Service Department will pick up the barricades the next day that falls within the regular working hours.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

10. Staff will review the location following an approved event. The damage deposit will be refunded, providing no damage to municipal property and infrastructure has occurred, **at the next cheque run (runs occur beginning and middle of the month).**

Where in the opinion of the CAO or his/her designate, the event causes damage or results in the District incurring financial costs and expenses for the clean up or repair of a highway, public place or other District property, the CAO or his/her designate may draw down on and use all or any portion of the damage deposit submitted with the application, and where the costs exceed the amount of the damage deposit, the responsible party shall pay to the District the difference.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.12 OFFICE SECURITY & LOCK DOWN

Statement

Keys for the main door to Municipal Hall are controlled by the Corporate Administrator's office. Keys are to be signed for and may be allocated for the following personnel:

- All members of Council
- CAO
- Director of Finance
- Director of Engineering & Community Service
- Other members of staff as deemed necessary by these Department Directors.

Rotation

The last employee to leave the office, must ensure that the procedure noted below is completed.

Procedure

1. Ensure that all three (3) back outside doors are locked:
 - Door by the office washrooms (MUST be kept unlocked during office hours as per Fire Code)
 - Door off storage/janitorial room (MUST be kept unlocked during office hours as per Fire Code)
 - Door off room backing onto the Chamber of Commerce office
2. Ensure both glass doors in Council Chambers are locked, you **must** physically shake the doors.
3. Ensure the following INTERNAL doors are closed (these doors have sensors on them and if not closed the security system will NOT arm):
 - Door leaving Council Chambers into storage area (door sensor #7)
 - Door leaving the washroom area to the main office area (door sensor #5)
4. Ensure that the lights are turned off in all offices, and the back rooms
5. Check to make sure the safe is locked



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Exit office via front office or council chambers (there is a security pad at each exit), enter your issued security code (press # then your issued code) and leave the building locking the door behind you. Ensure that the “electronics switch for doors” is turned off and the double doors on outside front are BOTH locked.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.13 OFFICE EQUIPMENT & STATIONERY

Municipal Stationery is to be used for Municipal purposes only. All personnel are to remain cognizant of the fact the use of Municipal Stationery conveys, to the recipient, that what appears on the stationery is sanctioned by or is the official position of, the District of 100 Mile House.

Any staff member who wishes to use the photocopier for personal use may do so provided:

- a) Photocopying is performed by the staff member on his/her own time
- b) The Municipality is reimbursed the cost of materials used as set out in the current Fees and Charges Bylaw.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.14 ORIGINAL PHOTOGRAPHS & DOCUMENTS

1. No member of Council or Staff shall accept original photographs, negatives or documents on behalf of the Municipality unless said photographs, negatives or documents are accompanied by a waiver, signed by the owner of the material, absolving the Municipality of any liability whatsoever in relation to said material.
2. Without a waiver of liability, duly signed as noted in paragraph No. 1, a person who accepts any photographs, negatives or documents shall be held personally liable for same.
3. This policy shall not apply to original documents, petitions or other material normally received by Municipality in the routine conduct of its business.



1.15 PAMPHLETS & POSTERS

Pamphlets or posters dealing with matters or issues of general interest to the Community may be displayed in Municipal Hall provided they have been approved by the CAO.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.16 PROCLAMATION/DECLARATION

Policy

To implement a policy that formalizes the resolution of Council in handling proclamation/declaration requests.

General

Council of the District of 100 Mile House endorses the resolution made on March 18th, 2003 to abolish the practice of issuing proclamations/declarations

General Guidelines

The District of 100 Mile House will not issue proclamations and/or declarations. Any request received by the District will be acknowledged with a letter noting that the District does not issue proclamations/declarations.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.17 RECORDS MANAGEMENT, RETENTION AND DISPOSAL

Purpose

To outline the policy and process for records management, retention and disposal. The District of 100 Mile House will follow the Records Management Manual of the Local Government Management Association (LGMA). The LGMA manual may be modified to meet the needs of the District of 100 Mile House.

Definitions

Designated Officer means the person designated and authorized to act on behalf of the District of 100 Mile House to ensure that the records management system is duly designated and authorized by the local government and properly managed and maintained.

Record means information created, received and maintained as evidence and as an asset by an organization or person, in pursuit of legal obligations or in the transaction of business. A record includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means,

Records management system includes a system used by the District of 100 Mile House to manage the records of the District of 100 Mile House from record creation through to records disposal.

Records Management System Established the records management system of the District of 100 Mile House is established and authorized.

Designated Officer

The "Corporate Administrator" is the Designated Officer responsible for the management and maintenance of the records management system. The Designated Officer is authorized to manage and maintain the records management system and prepare, review, amend and manage the Records Retention Schedule.

Compliance with Records Management System

All records in the custody and control of the employees of the District of 100 Mile House are the property of the District of 100 Mile House. All records of the District of 100 Mile House must comply with this records management system and this policy. All employees and management staff of the District of 100 Mile House must comply with this policy.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Records Management Manual of Procedures and Policy

The “Corporate Administrator” is the Designated Officer authorized to create and maintain a manual of records management procedures and policy (the “Manual”). Records of the District of 100 Mile House are created, accessed, maintained and disposed of only as provided by the Manual.

The Community Service/Fire Departments will receive a copy of all documents pertaining to their operations and the original shall be kept in the municipal office. The Designated Officer shall authorize final disposition of said records.

Integrity and Authenticity Maintained

The records management system must maintain the integrity and authenticity of records made or kept in the usual and ordinary course of business.

Authorization to Amend Records Management Manual

The Designated Officer is authorized to amend the Records Management Manual.

Compliance with Law

The records management system must comply with the Manual, applicable laws and any provincial, national or international standards adopted for use and contained in the Manual.

Records Retention Schedule

The records retention schedule must prescribe the period of time that records are kept to meet the operational, legal, regulatory, financial or other requirements of the District of 100 Mile House. The records retention must also provide instructions as to the manner and time of the disposition of a record.

Severability

If any section, subsection, paragraph, subparagraph or clause of the Records Management, Retention and Disposal Policy is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision does not affect the validity of the remaining portions of the Records Management, Retention and Disposal Policy.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Procedure

All District employees are required to code all documentation with a file number in the bottom footer of reports, letters, memos, or any other record that they prepare.

Each department will be responsible for their own filing.

All current (up to 3 years) and active files will be accessible in the storage room. When records are no longer referenced for daily work, they are deemed to be "inactive" or "semi-active" and may be removed to archived storage. Records will be kept in filing cabinets, boxes, binders, and filing boxes. Original bylaws and minutes will be kept in a fire proof safe or cabinet.

A designate from each department will prepare a list of records that are ready to be destroyed, (form found in Policy & Procedures forms folder) as per the retention period, and such list will be signed by the Department Director forwarded to the Corporate Administrator for final approval. Records will be accessed to determine that they are inactive for operational, legal, financial and historical reference. The designated officer will ensure that the rotation of all "to be destroyed" documents is completed annually.

All records approved for final destruction will be shredded, burned or disposed of in such a manner that the records cannot be reconstructed.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.18 SAFETY OPERATIONS STATEMENT

Purpose

To provide a safe work environment which is designed, operated and maintained in accordance with Occupational Health and Safety Regulations.

Policy

1. It is the responsibility of District management to develop and maintain programs designed to prevent injuries and occupational diseases throughout District workplaces by ensuring that health and safety hazards are controlled or eliminated, and by developing work procedures conducive to a healthy and safe workplace.
2. It is the responsibility of every supervisor to ensure all workers are instructed in and follow all safe work procedures, regulatory requirements and collective agreement provisions.
3. It is the responsibility of all workers to follow proper safe work procedures and to monitor their workplaces for unsafe conditions and hazards.

Through the active participation and cooperation of management, supervisors, workers and joint occupational health and safety committees, the District will promote healthy and safe working conditions and attitudes as an integral part of its operation.





DISTRICT OF 100 MILE HOUSE
Policy & Procedures

2.

COMMUNITY SERVICE

(See Community Service Policy & Procedure Manual)



DISTRICT OF 100 MILE HOUSE Policy & Procedures

3. COUNCIL

3.1 COUNCIL AUTHORITY & ROLE AS EMPLOYER

Purpose

To explain the authority of Council as set out in the *Community Charter* and to clarify the reporting relationship of staff.

Preamble

The *Community Charter* establishes the Municipal Council as the governing body of the Municipality and its ultimate authority with respect to all aspects of Municipal business. In principle, Council is the employer for all employees employed by the Municipality.

All powers, duties and functions exercised by Council must be exercised by bylaw or Council resolution.

Policy

1. Upon bylaw adoption or Council resolution, Council has the authority to direct its Staff to implement Council's decision.
2. The Chief Administrative Officer is appointed by Council with the authority to ensure that the policies, programs and other directions of Council are implemented.
3. The Chief Administrative Officer is the link between Council and District employees. All Council directives, correspondence, and requests for information on behalf of the District will be channeled through the CAO who will forward to the appropriate staff and ensure follow-up actions. All submissions to Council, including Staff Reports, delegation requests, and correspondence will be channeled through the CAO. Significant information provided to any member of Council, which is likely to be used in Council or in political debate, will also be submitted to the CAO who will ensure that all Council members are provided the information.
4. Municipal employees are required to perform all reasonable or legitimate direction of their Employer. Reasonable is defined by the nature of the request, for example,
 - a) it is not reasonable to direct an employee to perform a task which is impossible to perform or a task which is in the control of others.
 - b) it is reasonable to direct an employee to perform a task which is outside of his or her job description if the employee is capable of performing the task and there are no contractual or legislative bars to having that employee perform it.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

5. An employee cannot refuse to perform because of personal views about the decisions of Council, if the employee is uncomfortable because the employee disagrees with the decision, or the employee believes the decision to be unwise.
6. An employee cannot override a Council decision.
7. An employee is not required to carry out a Council directive which is unethical or illegal, however, the breach of ethics or the illegality must be clear and uncontroversial.
 - a) Ethics refers to the ethical rules imposed upon professionals by their respective governing bodies and does not refer to the general business or personal ethics of individuals.
 - b) Illegal refers to the directives which require an employee to personally commit an offence. It does not refer to directives of Council which may be contrary to the powers of Council given under legislation or directives requesting information upon which council will rely when making decisions.
8. An employee who refuses to carry out Council direction faces either disciplinary action or immediate termination with cause.
9. An employee who refuses to carry out Council direction on the grounds of breach of ethics or illegality as described above is at risk of termination if the refusal is unjustified.
10. An employee who takes issue with the direction of the Chief Administrative Officer must first address the issue with the CAO and, if not satisfied, to then address the issue with Council's Administration Committee. Employees are to follow the normal lines of authority and communication unless directed by the CAO to do otherwise.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.2 COUNCIL EXPENSE REIMBURSEMENT

Policy

The District of 100 Mile House will reimburse a member of Council for payment of expenses incurred while engaged on municipal business.

Purpose

To provide reasonable guidelines for reimbursement of expenses for meals, transportation, accommodation and registration as well as other unforeseen expenses.

1. Basic Allowance

- a) For meals expenses for each day of travel the member shall be paid Eighty-Seven Dollars and no cents (\$87.00) apportioned as follows and shall be paid: Breakfast \$20.00 Lunch \$25.00 Dinner \$42.00 inclusive of tax and gratuity. The meal allowance will not be applicable to those meals provided at conferences or seminars. Determination of the above mentioned rates will be based on the average of the Provincial and Canada Revenue Agency (CRA) current rates.
- b) Incidental allowance (ie: telephone calls, photocopying/fax charges, cleaning or repair of clothing, etc.)-will be reimbursed upon submission of receipts.
- c) Each Council member shall be entitled to receive for each out of town committee meeting, or attendance at a seminar or convention as a representative of the District of 100 Mile House; the amount of Seventy-Five (\$75.00) dollars for less than 4 hours and the amount of One Hundred and Fifty (\$150.00) dollars in excess of 4 hours. Council members will be entitled to the above remuneration for travel days to and from conferences, seminars and meetings.

2. Travel

- a) Actual air fare at economy rate, substantiated by receipts will be paid. If travel is by car, equivalent air fare or mileage may be claimed, whichever is the lesser.
- b) Actual transportation costs, including fares, rents, fees and charges for airport transportation, bus, taxi, ferry, rental car, tolls, parking, and other reasonable transportation expenses substantiated by receipts, will also be reimbursed.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

c) Out of town mileage shall be reimbursed at the rate established for provincial government employees.

3. Accommodation

a) The cost of hotel accommodation shall be borne by the District.

b) The expenses shall be the actual cost of the hotel accommodation, including all applicable taxes.

4. Registration

Registration fees for conventions, tuition fees for education or training courses, and the cost of the member to attend a meeting, will be paid only if the convention, course or meeting is directly related to the duties of office required to be performed by the member.

5. Expenses for Spouse

A member is responsible for any and all costs associated with having a spouse (or other person) accompany them while on Council-authorized municipal business.

6. Reimbursement

A Travel form must be completed and submitted to the CAO prior to reimbursement of expenses.





DISTRICT OF 100 MILE HOUSE
Policy & Procedures

3.3 COUNCIL MEETING – STAFF ATTENDANCE

- a) The Chief Administrative Officer and Director of Corporate Administration will attend all meetings of Council.
- b) All other Department Directors/Managers will attend all meetings on an “as required” basis.
- c) The Planner will attend Committee of the Whole and Regular Meetings of Council when planning items appear on the agendas.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.4 CONFLICT OF INTEREST

Policy

In order to maintain strong public confidence in the administration of local governments, persons in elected office must be, and appear to be, free of conflict and from personal interest and benefit when carrying out their duties and exercising their authority.

What is Conflict of Interest?

Conflict of interest occurs when an individual's personal interests could compromise his or her judgement, decisions, or actions in the workplace.

Pecuniary Conflicts of Interest

Council members who have a financial interest in a matter being discussed or voted on at municipal council or regional district board meetings must declare that interest.

Non-pecuniary Conflicts of Interest

In broad terms, a Council member has a non-pecuniary conflict of interest if the following qualifications are met:

- The Council member's interest in the matter is immediate and distinct from public interest
- It can be reasonably determined that the Council member's private interest in the matter will influence their vote on the matter
- The Council member, or one of their relations or associates, stands to realize a personal benefit from a favourable decision on the matter

Declaration of Interest

If a Council member has a direct or indirect pecuniary interest or another interest that constitutes a conflict of interest they must not participate in the discussion of a matter or vote on a question in respect of the matter. The Council member must declare this and state in general terms the reason for the declaration and must not discuss or vote on the matter, must immediately leave the meeting and must not attempt to influence the vote in any way whether before, during or after the meeting where the interest is disclosed.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Exceptions

No conflict exists if:

- the pecuniary interest is in common with electors of the municipality generally or where a local service is involved in common with others liable for the local service tax;
- the matter relates to remuneration or expenses payable to elected officials;
- the pecuniary interest is of a nature prescribed by regulation; or
- the pecuniary interest is so remote or insignificant that it cannot be reasonably regarded as likely to influence the Council member.

Typical Situations

Conflicts often occur between a Council member's public duty and his or her personal, business or property interests.

Business Interests

A Council member has a conflict of interest if he or she votes on a matter that helps or is reasonably capable of helping or hindering his or her own business, or hinders or is reasonably capable of helping or hindering the competition.

Property Interests

If a Council member votes on a land use bylaw that makes his or her own property subdividable, or more or less valuable in any way, a conflict arises unless one of the exceptions apply, likely an interest in common with electors generally.

Family Interests

If a Council member votes on a matter that is to the benefit or disadvantage of a spouse, child or parent, as in increasing salary or increasing or decreasing property values, a conflict arises.

Membership on Boards of Society Directors or Corporate Boards

Competing loyalties may arise when an elected official sits as a member of a board or directors of a non-profit society or organization, and where questions or money arise, the conflict may be characterized as a pecuniary one. Conflicts may also arise where an elected official is on the board of directors of a corporation.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Other Conflicts

In addition to pecuniary conflict, elected officials may have conflicts of interest arising from matters related to family relationships, close friends, or even competing loyalties. The latter may arise when elected officials are involved in non-profit societies or organizations in an executive capacity. In such cases, there is automatically in law a clash of legal duties. Such conflicts not involving any direct or indirect pecuniary interest, while not giving rise to disqualification from office, are nonetheless conflicts, and may lead to disqualification of the councillor's vote on matters, and possibly to the setting aside of the bylaw or resolution involved.

Obtaining Legal Advice

While there is no legislated requirement to seek legal advice, it's recommended that elected officials do so when faced with uncertainty about conflict's of interest.

Under section 100 of the Community Charter, a council member is able to withdraw a declaration of conflict of interest if they have obtained legal advice on the question of conflict and have determined that they are entitled to participate in the matter at issue.

Consequences of a Conflict of Interest

1. A member may be held to account for any personal profit made as a result of any breach of trust in office.
2. A member may be disqualified and removed from office
3. A member may be subject to Criminal Code proceedings (e.g., fraud, breach of trust, bribery, etc.).
4. A member's vote may be invalid on the matter (in some cases such a vote invalidates the bylaw or resolution).

Financial Disclosure

The Financial Disclosure Act, RSBC 1996, Chapter 139 requires a candidate for office to disclose fully any corporate, business, or property interest held, in addition to naming all creditors, at the time of being nominated. If elected, similar disclosures must be made once a year thereafter, on or before January 15th. Persons who cease to be elected officials for reasons other than death, must file a written disclosure not later than the 15th day of the month following the month in which the person ceases to be elected.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.5 COUNCIL CODE OF CONDUCT

Policy

As local government representatives, we recognize that responsible conduct is essential to providing good governance for the District of 100 Mile House.

We further recognize that responsible conduct is based on the foundational principles of integrity, accountability, respect, and leadership and collaboration.

In order to fulfil our obligations and discharge our duties, we are required to conduct ourselves to the highest ethical standards by being an active participant in ensuring that these foundational principles, and the standards of conduct set out below, are followed in all of our dealings with every person, including those with other members, staff, and the public.

Scope

It is each member's individual responsibility to uphold both the letter and the spirit of this Code of Conduct in their dealings with other members, staff, the public and all other levels of government. Elected officials must conduct themselves in accordance with the law. This Code of Conduct is intended to be developed, interpreted and applied by members in a manner that is consistent with all applicable Federal and Provincial laws, as well as the bylaws and policies of the local government, the common law, and any other legal obligations which apply to members individually or as a collective council or board.

Principles

- | | |
|-----------------------|---|
| Integrity | means being honest and demonstrating strong ethical principles. Conduct under this principle upholds the public interest, is truthful and honourable. |
| Respect | means having due regard for other's perspectives, wishes and rights; it also means displaying deference to the offices of local government, and the role of local government in community decision making. Conduct under this principle is demonstrated when a member fosters an environment of trust by demonstrating due regard for the perspectives, wishes and the rights of others and an understanding of the role of local government. |
| Accountability | means an obligation and willingness to accept responsibility or to account for one's actions. Conduct under this principle is demonstrated when Council or board members, individually and collectively, accepts responsibility for their actions and decisions. |



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Leadership and Collaboration

means ability to lead, listen to, and positively influence others; it also means coming together to create or meet a common goal through collective efforts. Conduct under this principle is demonstrated when a council or board member encourages individuals to work together in pursuit of collective objectives by leading, listening to, and positively influencing others.

Standards of Conduct

Integrity: Integrity is demonstrated by the following conduct:

- Members will be truthful, honest, and open in all dealings, including those with other members, staff, and public.
- Members will ensure that their actions are consistent with the shared principles and values collectively agreed to by the council or board.
- Members will follow through on their commitments, correct errors in a timely and transparent manner and engage in positive communication with the community.
- Members will direct their minds to the merits of the decisions before them, ensuring that they act based on relevant information and principles and in consideration of the consequences of those decisions.
- Members will behave in a manner that promotes public confidence in all their dealings.

Respect: Respect is demonstrated through the following conduct:

- Members will treat every person with dignity, understanding and respect.
- Members will show consideration for every person's values, beliefs, and contributions to discussions.
- Members will demonstrate awareness of their own conduct and consider how their words or actions may be perceived as offensive or demeaning.
- Members will not engage in behaviour that is indecent, insulting, or abusive. This behaviour includes unwanted physical contact, or other aggressive actions that may cause any person harm or makes them feel threatened.

Accountability: Accountability is demonstrated through the following conduct:

- Members will be responsible for the decisions that they make and be accountable for their own actions and the actions of the collective council or board.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- Members will listen to and consider the opinions and needs of the community in all decision-making and allow for appropriate opportunities for discourse and feedback.
- Members will carry out their duties in an open and transparent manner so that the public can understand the process and rationale used to reach decisions and the reasons for taking certain actions.

Leadership and Collaboration: Leadership and collaboration is demonstrated through the following conduct:

- Members will behave in a manner that builds public trust and confidence in the local government.
- Members will consider the issues before them and make decisions as a collective body. As such, members will actively participate in debate about the merits of a decision, but once a decision has been made, all members will recognize the democratic majority, ideally acknowledging its rationale, when articulating their opinions on a decision.
- Members will recognize that debate is an essential part of the democratic process and encourage constructive discourse while empowering other members and staff to provide their perspectives on relevant issues.
- As leaders of their communities, members will calmly face challenges, and provide considered direction on issues they face as part of their roles and responsibilities while empowering their colleagues and staff to do the same.
- Members will recognize, respect and value the distinct roles and responsibilities others play in providing good governance and commit to fostering a positive working relationship with and among other members, staff, and the public.
- Members will always recognize the importance of the role of the chair of the meetings and treat that person with respect.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Procedures & Responsibilities

Adherence to the Code, Acts and Council Procedures

Each member of Council will:

- Follow all aspects of this Code of Conduct.
- Adhere to the requirements of and not directing staff to conduct themselves in a manner contrary to all local government legislation.
- Understand and follow the requirements of all Council policies and resolutions.

If a member of Council has a concern regarding a potential breach of the Code of Conduct, the issue should be raised at the next available Council meeting. Possible breaches of the Code of Conduct may be considered in-camera if Council so resolves provided that the subject matter relates to those matters listed in Section 90 of the *Community Charter*.

The Code of Conduct Policy and Procedure, along with legislation pertaining to same, shall be reviewed and updated prior to each general election.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.6 CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

Policy

The performance of the Chief Administrative Officer (CAO) can have a direct and lasting impact on the ability of Council to carry out its mandate that a functional and successful relationship viewed is essential.

It is in everyone's best interest that trust, respect and transparency develop and characterize this relationship between Council and CAO.

In order to achieve the above, the District of 100 Mile House Council will conduct an annual review of the performance of the Chief Administrative Officer (CAO).

Objective

To provide the CAO feedback that contributes to his/her professional and personal development, which is an important element of the District's goal of providing its citizens with the continuously improving, high functioning public service.

Guidelines

A performance appraisal is expected:

- To formally discuss the relationship between the District and the CAO
- To relate performance to the role, responsibilities, authority, and duties as defined by section 147 of the Community Charter, and the job description.
- To set objectives and criteria for future evaluation.
- To recognize strengths and weaknesses and reward or correct them.
- To serve as a basis for salary adjustment
- To ensure that there is clarity with regard to the position expectations of the CAO

The performance appraisal format will be based on the following core performance factors:

- Management and leadership practices
- Relationship with Council
- Relationship with Staff
- Relationship with public and media
- Objectives
- Accomplishments
- Areas for Improvement



DISTRICT OF 100 MILE HOUSE Policy & Procedures

The performance appraisal review will be based on a rating criterion to ensure commonality of language and consistency on overall ratings. As follows:

RATING	DEFINITION
1	Performance falls short
2	Performance is satisfactory
3	Performance meets requirements
4	Performance beyond requirements
5	Performance is exceptional

There should be supporting comments to justify ratings of "Performance falls short" and "Performance is exceptional"

Scope

This policy applies to the Chief Administrative Officer as the only employee of the District.

Procedure Responsibilities

The review shall be coordinated by the Mayor and involve all of Council.

Scheduling the date and time of the review shall be the responsibility of the Mayor, in consultation with Council and the CAO.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

PROCEDURES

1. The District Council, as a whole leads the Performance Appraisal process, reports on the evaluation to the entire Council, and makes recommendations; in accordance with Schedule A: Chief Administrative Officer (CAO) Performance Appraisal.
2. Council will schedule a meeting to hold the Chief Administrative Officer Performance Evaluation. This meeting shall be held in a "Closed Session" for Council to arrive at a consensus that will become the official evaluation, signed by the Mayor. At this point the CAO shall not receive any of the input.
 - 2.1 Council shall review the previous year's assessment criteria, process, and objectives for the current year.
 - 2.2 The current job description can be used to assist in the Performance Appraisal Review.
 - 2.3 The CAO's level of performance will be rated as per criteria outlined in Section each performance factor used to evaluate the CAO work performance will be reviewed with the CAO.
3. Council will schedule a second meeting held in "Closed Session" to meet with the CAO. Council and the CAO shall subsequently discuss the feedback to enable complete feedback.
4. To complete the process:
 - 4.1 The CAO shall respond in writing to Council with respect to the feedback
 - 4.2 The CAO shall be requested to sign the evaluation and the original copy will be kept on file in the CAO's confidential personnel file and a copy provided to the CAO.
5. The District of 100 Mile House Council shall subsequently determine any Chief Administrative Officer's remuneration adjustments based on economic conditions, benchmark data, performance and any other factors; and as part of the monitoring and assessment process in order to provide fair and reasonable compensation for the quality of the job being performed by the CAO.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

SCHEDULE "A"
**Performance Appraisal of the Chief Administrative Officer
(CAO)**

SECTION A: PERFORMANCE FACTORS

Management and Leadership

Does the CAO demonstrate effective, ethical leadership by understanding key issues, making sound decisions, managing risks and resources, and providing positive leadership that supports the Municipality's strategic objectives?

- 1 = Performance Falls Short
- 2 = Performance is satisfactory
- 3 = Performance meets requirements
- 4 = Performance beyond expectations
- 5 = Performance is exceptional

Comments:



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Relationship with Council

Does the CAO effectively support Council by acting on its direction in a timely manner, facilitating good governance and decision-making, keeping Council well informed, respecting roles and authorities, and maintaining positive working relationships with the Mayor and Councillors?

- 1 = Performance Falls Short
- 2 = Performance is satisfactory
- 3 = Performance meets requirements
- 4 = Performance beyond expectations
- 5 = Performance is exceptional

Comments:



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Relationship with Staff

Does the CAO effectively lead and develop staff by promoting professional growth, building and sustaining a capable team, ensuring succession planning, fostering clear roles and participation, supporting inclusive decision-making, and clearly communicating Council's decisions?

- 1 = Performance Falls Short
- 2 = Performance is satisfactory
- 3 = Performance meets requirements
- 4 = Performance beyond expectations
- 5 = Performance is exceptional

Comments:

Relationship with Public & Media

Does the CAO effectively represent and communicate Council's direction and the interests of the District of 100 Mile House by serving as a clear, professional spokesperson, engaging stakeholders appropriately, and fostering positive public perception and engagement both within and outside the community?

- 1 = Performance Falls Short
- 2 = Performance is satisfactory
- 3 = Performance meets requirements
- 4 = Performance beyond expectations



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

- 5 = Performance is exceptional

Comments:

Objectives & Accomplishments

Does the CAO effectively lead and manage the operations of the District of 100 Mile House by aligning plans and objectives with Council's vision and policy, monitoring and adjusting performance as needed, and ensuring strong financial and operational results that meet community needs and legislative requirements?

- 1 = Performance Falls Short
- 2 = Performance is satisfactory
- 3 = Performance meets requirements
- 4 = Performance beyond expectations
- 5 = Performance is exceptional

Comments:



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

SECTION C : CAO Comments

Chief Administrative Officer

Comments:

Follow-Up:

Indicate those measures or steps which should be taken by the CAO to improve his/her performance. (e.g., types of external or internal development courses/seminars. Changes in management practices, etc.)

SECTION D : Sign Off

Signatures:

Signature of the CAO – (This indicates only that this performance appraisal has been discussed with you, not whether you agree or not with the comments/rating)

Mayor or Acting Mayor

Date

Chief Administrative Officer

Date



DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.7 Council Disclosure of Gifts and Personal Benefits

Purpose

To assist members of Council in interpreting and complying with the legislated restrictions on accepting gifts, and the public disclosure requirements of those gifts lawfully received.

Policy Statements

1. It is the personal responsibility of each Council member for being aware, in good faith, of the legislated restrictions on accepting a gift or personal benefit (hereafter "gift") and the disclosure requirements for those gifts that may be lawfully accepted.
2. A Council member may not accept a ticket, to any event, concert, show, performance, opening, membership, etc. for which a member of the public has to pay an admission fee to enter or participate, for any amount less than the cost to the public for the same ticket, unless the event, etc. meets the one of the criteria in Section 3, below.
3. Protocol or social obligations that normally accompany the responsibilities of office where a Council member may accept a gift include but are not restricted to:
 - a) A gift of an individual nature from visiting Royalty, Sister City dignitaries, senior level of government officials, Cabinet members, First Nations, or other local governments;
 - b) A token gift presented for speaking on behalf of the District to recognized group or organization;
 - c) A token gift presented to an open Council meeting by a society, group or organization, etc. presenting under "Public in Attendance";
 - d) A delegate gift available to all registered delegates attending a Council authorized conference;
 - e) One (1) admission to an event subject to an issued District of 100 Mile House Outdoor Event Permit;
 - f) One (1) admission to an event put on by an Arts or Cultural organization that receives funding from the District of 100 Mile House.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4. For certainty, nothing in this Policy requires a Council member to accept a gift identified in Section 3, above, and it is the personal choice of each Council member whether to accept such a gift or not. Council members are responsible for any Canada Revenue Agency requirements regarding declaring fits received as an elected official.
5. A Council member must file a Gift Disclosure Statement Form, (found in Policy & Procedure Forms file) with the District Clerk within twenty-one (21) days of receipt of those gifts meeting the disclosure requirements of the *Community Charter*.
6. Completed Gift Disclosure Statement Forms will be available for public inspection at the office of the District Clerk at the municipal office.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.8 Council Liaison to External Agencies

Policy

The District of 100 Mile House Council has a responsibility to participate in various regional government boards, committees or commissions. Council may assign a member to participate on the board or as a member to the committee established by outside agencies. This policy does not apply to committees or boards that are established by Council.

This policy is to establish guidelines for the appointment of Council representatives to regional government board or outside agency committees/boards, and to clarify the roles and responsibilities.

Appointments

1. Council will appoint members to a Regional Government Board and/or membership agency as required by the applicable statutes, bylaws or policies governing that organization or body, for the purpose of actively represent the financial or other interest of the District (as opposed to attending a liaison role).
2. Council may appoint a Council representative or liaison to various Outside Agencies upon request to facilitate ongoing communication between Council and the Outside Agency on matters concerning the District.
3. When determining appointments, Council may consider factors such as schedule availability, areas of interest, personal interest, expertise or education and potential conflicts of interest.
4. Requests from an Outside Agency should be made in writing addressed to Mayor and Council. Requests will be reviewed by Council to ensure alignment with Council's strategic plans and goals, and may not be fulfilled.
5. Council liaisons are not typically appointed to neighbourhood associations, sporting clubs, ratepayers associations, political advocacy groups, service clubs or religious groups. Any such community group is welcome to invite members of Council as guests to meetings and events.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Roles and Responsibilities

1. A member of Council that is appointed to a Regional Government Board as a member or alternate will participate fully in the business of the board. There is no conflict for a Council member who is appointed to sit on such a board who then participates in debate or discussion at the Council table about the District's continuing involvement in such a regional function, or any other debate related to Council's involvement with said Board.
2. The role of a Council liaison to an Outside Agency is to provide an impartial communication conduit between said Agency and Council.
3. The liaison is not empowered to make decisions or commitments on behalf of Council, unless that person has received express authority to do so from Council, or unless the matter has been previously approved through Council resolution or established District policy.
4. The Council liaison attending a Committee meeting shall not participate in any voting as doing so may put the District in a position of conflict.
5. The Council liaison must not participate in Committee meetings that deal with personnel, legal matters, or other confidential matters of the Committee such as negotiations with the District. Doing so may put the Council liaison in a position of conflict with respect to matters that come before Council having to do with that group.
6. The Council liaison may, at their discretion, provide a verbal update to Council and the public regarding the Outside Agency at a Regular Council meeting during the "Mayor's Report" section of the Agenda.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.9 Freedom of the City

Policy

Freedom of the City is the highest honour given by the District of 100 Mile House. Reserved for individuals of exceedingly high merit, it is given only in exceptional cases, usually to honour someone with a lifetime of achievement who has enhance the livability of the District or who has gained national and international acclaim in the arts, business or commerce, humanities, politics, community service, sports or professional endeavours and who has brought recognition to the District of 100 Mile House through his or her achievements.

Purpose

The main purpose of the Freedom of the City Honour shall be to:

- a) recognize the outstanding effort of a citizen who has given exemplary service and/or recognition to the community of the District of 100 Mile House;
- b) foster good feelings in the community, and;
- c) create an awareness of the varying contributions which are made towards the well-being of our community by its citizens.

Selection Process

1. All nominations must be in writing.
2. Nominations may be considered at an "In Camera" meeting of Council, provided that the subject matter relates to those matters listed in Section 90 of the *Community Charter*.
3. A unanimous vote of all members of Council is required for a Freedom of the City Honour to be granted.

Presentation

In conferring the honour of Freedom of the City, Council will identify an appropriate venue for public presentation.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

3.10 Election Workers

Purpose

To provide election workers who serve in different temporary jobs, with direction to help ensure a fair, accessible and efficient municipal election each election year.

Roles of Election Workers

There are different roles required to ensure that eligible voters can conveniently exercise their right to vote during advance voting and on election day:

1) Chief Election Officer

- Provides guidance and supervision respecting the voter registration procedures and the conduct of elections.
- Provides information to the public regarding the voter registration procedures and election proceedings.
- Ensures that polls are set up as required and that they open and close promptly at the prescribed time.
- Ensures that all candidate material is removed.
- Directs the work of election officers in the polling location.
- Counts the ballots, signs the related official forms and informs Elections Canada of the results.
- Manages the collection and return of ballot boxes.
- Handles escalated matters in the polling location related to voters/candidates or agents.
- Ensures ballot boxes/poll books and election material are secure at the polling location.

Rate of Pay

For all hours worked on advance voting day and election day (open to close) \$ 1,500.00

2) Deputy Chief Election Officer

- Performs all duties of the Chief Election Officer as noted above in their absence.

Rate of Pay

For all hours worked on advance voting day and election day (open to close) \$ 1,250.00



DISTRICT OF 100 MILE HOUSE Policy & Procedures

3) Poll Clerks

- Assists in setting up and opening the polling station.
- Assists in ensuring that voting proceeds in an orderly fashion.
- Locates the elector's name on the list of electors and strikes it through.
- Maintains the Record of Poll.
- Provides electors with information regarding satisfactory proof of identity and address.
- Assists with Counting the ballots.

Rate of Pay

For all hours worked on advance voting day:and election day (open to close) \$ 400.00

4) Advance Poll and Election Day Standby Workers

- Personnel that are trained to replace election and advance polling day workers in the event of an absence.

Rate of Pay

For all hours worked on advance voting day and election day: \$ 25.00/hr





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4. FINANCE

4.1 ANNUAL OPERATING AND CAPITAL BUDGET

All Department Directors are to submit their proposed annual budget to the Director of Finance on or before September 30th.

The annual budget discussions will commence on or before October 31st and will continue, as required, until the following have been completed:

- Current Year Capital Projects have been prioritized
- Departmental Operating Budgets
- Summary Budget to be presented to Council
- Five Year Capital Budget
- Five Year Financial Plan to be presented to Council





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.2 BUSINESS LICENSE

Purpose

To provide a process in which to administer and enforce the provisions of the issuance of a Business License as set out in the current Business License Bylaw and all amendments thereto.

The Application

District office staff shall ensure that the "Application for Business License" is completed in its entirety, dated, signed and payment is received.

Check For:

1. Proposed date of business opening date
2. If applicable, a health certificate is attached to the application
3. If a sign permit is submitted with the business license application, follow the sign permit procedure in place.
4. Folio Number of the premises is noted in the applicable area
5. Signature of applicant on declaration

The application will then be forwarded to the Planner to verify zoning. If applicable, the applicant will be advised, by the planner only, that they may require a zoning, development variance permit and/or an OCP amendment. Upon zoning approval the Finance Clerk will forward the application to the Fire Chief and Building Inspector.

The Fire Chief will ensure that the Fire Inspection requirements are met prior to granting Fire Department approval. The Building Inspector will ensure applicable requirements are met, prior to granting building department approval. Once these items are completed and the business license is approved, the Business License Inspector shall sign the application and return it to the Finance Clerk to be processed.

Processing

The Finance Clerk shall issue a Business License Account Number, prepare the Business License and process the payment through the cash receipting system.

The Finance Clerk shall ensure that the Utility Billing reflects any and all changes that may be applicable, including authorization from the property owner (landlord).



DISTRICT OF 100 MILE HOUSE Policy & Procedures

BUSINESS LICENSE TRANSERS CLARIFICATION

Where a business has transferred ownership, upon sale, a Transfer of License Application must be approved by the License Inspector and the appropriate fees described in the *Fees & Charges Bylaw* paid.

Where a business has transferred location, a Transfer of License Application must be approved by the License Inspector and the appropriate fees described in the *Fees & Charges Bylaw* paid.

Where only the name of the business has changed (ownership and location remains the same) the fees described in the *Fees & Charges Bylaw* apply.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.3 CAPITAL ASSETS

Purpose

The purpose of this policy is to define the accounting treatment for tangible capital assets (TCA). The principal issues in accounting for TCA are the recognition of assets, the determination of the carrying value, calculation of amortization charges and recognition of any impairment, loss or disposal.

Scope

All tangible property owned by the District, by way of contribution or purchase and which qualifies as tangible capital assets is addressed in this policy.

Definitions

Tangible Capital Assets - In accordance with PSAB 3150, tangible capital assets (TCA) are defined as non-financial assets having physical substance that:

- I. are held for use in the production or supply of goods or services, for administrative purposes or for the development, construction, maintenance or repair of other tangible capital assets;
- II. have useful economic lives extending beyond an accounting period;
- III. are to be used on a continuing basis; and
- IV. are not for sale in the ordinary course of operations.

Policy

A framework is established for the management and control of the District's capital assets. Included in this framework are proper recognition, measurement, thresholds, aggregation, segregation, amortization, reporting, safeguarding and disposal.

Tangible Capital Asset Recognition And Measurement

Tangible Capital Assets are recorded at historical cost. TCA's are recognized as assets on the Municipality's Statement of Financial Position on date of receipt of capital goods or when the asset is put into use for capital projects.

Cost as defined by PSAB 3150, is the gross amount of consideration given up to acquire, construct, develop or better a TCA, and includes all costs directly attributable to acquisition, construction, development or betterment of the TCA, including installing the asset at the location and in the condition necessary for its intended use. The cost of a contributed TCA,



DISTRICT OF 100 MILE HOUSE Policy & Procedures

including a TCA in lieu of a developer charge, is considered to be equal to its fair value at the date of contribution

Cost of Contributed Assets: Contributed assets, including roads, infrastructure and donated assets are valued at fair value. **FAIR VALUE** is the amount of the consideration that would be agreed upon in an arms length transaction between knowledgeable, willing parties who are under no compulsion to act.

Cost of Leased Assets: A leased asset will be capitalized if the lease is determined to be a capital lease; payments made under an operating lease will be expenses in the period.

Betterments versus Maintenance: Expenditures are considered betterments and are capitalized when they:

- extend the useful life or
- increase service capacity of the asset or
- lower associated operating costs or
- improve the quality of the output

Thresholds: Thresholds are established for a minimum dollar value and number of years of useful life. Thresholds help to determine whether expenditures are to be capitalized as assets and depreciated or treated as a current year expense. Expenditures that are above the threshold amount and otherwise meet all criteria of a TCA are capitalized. Expenditures that fall below the threshold amount are expensed, even if they meet all criteria of a TCA. Thresholds should strike a balance between the risk of a material misstatement and the cost of excessive record keeping.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

Asset Category	Threshold
Land	Capitalize Only
Parks Infrastructure	\$ 12,500
Buildings	\$ 25,000
Building Improvements	\$ 25,000
Construction in Progress	Capitalize Only
Furniture/Equipment/IT Technology	\$10,000
Vehicles	\$ 10,000
Roads/Highways/Bridges	\$ 50,000
Water, Sanitary Sewer, Storm Sewer Infrastructure	\$50,000

Thresholds apply to capital goods purchased and capital projects constructed with the total cost of the goods or project meeting the threshold criteria. The useful life threshold is set at one year. Improvements are capitalized when they extend the useful life of the asset.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

CLASSIFICATION, AGGREGATION & SEGMENTATION

Assets will be classified as follows:

- Land
- Parks Infrastructure
- Buildings
- Building Improvements
- Construction in Progress
- Furniture/Equipment/Technology/Vehicles
- Roads/Highways/Bridges
- Water Infrastructure
- Sewer Infrastructure

Infrastructure will be further segmented by utility type. These utility types include water, sanitary sewer, storm sewer and roads.

The full costs of preparing a TCA for its intended use is considered the aggregate cost of the capital asset. The aggregate cost is further segmented into elemental components based on useful life.

Land

Land owned by the Municipality includes parkland, land for Municipal owned facilities and land under roads and sidewalks. All land owned by the Municipality is segmented by parcel held and included in the Municipality's land database. Due to the age of the land under roads and sidewalks, existing District land under the roads and sidewalks are considered to have a nominal value of \$1.

Parks Infrastructure

Parks infrastructure includes playground equipment, fencing and artificial fields. Each asset when capitalized is separately recorded with an attached useful life.

Buildings

Buildings owned by the District include the Municipal Office, Community Services/Fire Department Building, Parkside Centre, Visitor Center, Martin Exeter Hall, 100 Mile Lodge and third party leased properties. A building is segmented by envelope, roof and equipment and other significant component parts based on useful life. This treatment provides for capital replacement of each component over the years of ownership.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Building Improvements

Building Improvements include fixtures and equipment required to make the building ready for use. Fixtures and equipment are capitalized if purchase in volume and the volume exceeds the threshold limit or if the individual cost of individual items exceed the threshold.

Construction in Progress

Construction in progress contains capital projects underway but not complete or put to use. These projects are individually segmented and are capitalized if costs exceed threshold limits.

Furniture/Equipment/IT Technology/Vehicles

Furniture and equipment are pooled, segmented at unit level for threshold purposes.

IT Infrastructure includes software, hardware, infrastructure, computers, printers, scanners, photocopiers and the telephone network. This IT Infrastructure is capitalized if each purchase or project meets threshold limits.

Segmentation for the networks is by each hub and each software application. Computers and printers, scanners, photocopiers, etc. are capitalized if purchased in volume and the volume exceeds the threshold limit.

Vehicles are recorded as single assets and are capitalized.

Roads/Highways/Bridges

Transportation assets include and are segmented by roads, lanes, sidewalks, traffic intersections, street lights, signage and structures. Structures include bridges and tunnels, retaining walls and parkades. Aggregation for threshold purposes is by capital project. Capital projects when complete are recorded as assets by allocating costs to each component part.

INFRASTRUCTURE

Water

The water system components include and are segmented by water mains, valves, hydrants, water treatment plants, water towers, pump stations, wells, underwater control structures and water services. Aggregation for threshold purposes is by capital project. Capital projects when complete are recorded as assets by allocating costs to each component part.

Sewer and Drainage

The sewer system components include and are segmented by sewer mains, sewage treatment facility pump stations, manholes and services. Aggregation for threshold purposes is by capital project. Capital projects when complete are recorded as assets by allocating costs to each component part.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Storm Sewer

The storm system components include and are segmented by manholes, catch basins, storm treatment facility and piping.

Inventory- Ownership

Ownership of assets requires safeguarding, maintenance, amortization for replacement and possibly write-downs. These requirements are addressed in this section.

It is the responsibility of the director and staff member to ensure capital assets assigned to his or her custody are maintained and safeguarded.

Amortization

Amortization is an annual charge to expenditures for the use of the capital asset. The Municipality sets amortization rates on a straight line basis based on the number of years in service less salvage value with the exception of land and construction in progress, which are not amortized. Attachment I provides a general guide for useful life. Full amortization is to be taken in the current year on all additions and dispositions.

Write down

A write-down of assets occurs when reduction in future economic benefit is expected to be permanent and the value of future economic benefit is less than the TCA's net book value. A write down should not be reversed.

Disposal

All disposals or retirements of TCA are recorded in the Municipality's financial statements in accordance with PSAB PS 3150. The difference between the net proceeds on disposal of a TCA and the net book value of the asset should be accounted for as revenue or expense in the Statement of Operations. Disposals may occur by sale, destruction, trade-in, loss or abandonment etc.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

ACCOUNTING

Restatement of prior year asset accounts and further additions/disposals and amortization will be recorded in the financial statements as follows;

- 1) Remove Tangible Capital Assets and Investment in Tangible Capital Assets from the Statement of Financial Position.
- 2) Keep long term debt as a financial liability.
- 3) Add to the Statement of Financial Position, the recently valued, currently held, tangible capital assets along with related accumulated amortization. The offsetting account is prior year surplus.
- 4) Record new additions on the Statement of Financial Position with the offsetting entry to cash, accounts payable or long term debt. Do not expense the cost of capital assets.
- 5) Record disposals at the time of replacement and/or sale of asset. Disposals reduce the cost of the asset, accumulated amortization with the residual recorded as either an expense or revenue.
- 6) Amortize the Assets each year. Budget of amortization.
- 7) Write downs are an adjustment to the cost of the TCA (PSAB 3150.31) and expense.
- 8) Offsetting adjustment for amortization in the budget for the purposes of a balanced budget is a transfer from equity.
- 9) Budgeting for capital assets will be for the costs expected on the Statement of Financial Position.

Tangible Capital Assets on the financial statements will result in net capital assets on the balance sheet and expenditures for depreciation and write-downs on the income statement.

PRESENTATION AND DISCLOSURE

In total and for each major category of capital assets, the Municipality will disclose the following in accordance with CICA Public Sector Guideline 7 (PSG-7):

- a) Cost at the beginning and end of the period;
- b) Additions in the period;
- c) Disposals in the period;
- d) The amount of any write-downs in the period;
- e) The amount of amortization expense for the period;
- f) Accumulated amortization at the beginning and end of the period;
- g) Net carrying amount at the beginning and end of the period;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Also in accordance with PSG-7 disclosure will include:

- a) The method used to determine the cost of each major category of TCA;
- b) The amortization method used, including amortization period or rate for each major capital category of TCA;
- c) The net book value of TCA's not being amortized because they are under construction or development or have been removed from service;
- d) The nature and amount of contributed TCA's received in the period;
- e) The nature and use of tangible capital assets disclosed at nominal value;
- f) The nature of the works of art and historical treasures held by the District; and
- g) The amount of interest included in the cost in the period.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

ASSET USEFUL LIFE – General Guidelines

ASSET TYPE	DEPRECIABLE LIFE IN YEARS
Parks Infrastructure	
Playground Equipment	15-20
Artificial Turf Field/Fencing	10-12
Washrooms, Concessions, Picnic Shelters	40-50
Building Structure	40-75
Building Improvements	
Exterior Envelope	30-40
HVAC Systems	10-12
Roofs	15-20
Electrical/Plumbing/Fire	15-20
Site Works – Asphalt, water & sewer lines, etc	10-50
Furniture/ Equipment/IT technology	
General Equipment/Furniture	7-10
Grounds Equipment & Machinery	10-15
Heavy Construction Equipment	15-20
IT Hardware/Software	4-5
Telephone System	7-10
Photocopy Machines/Printers	4-5
Vehicles	
Cars & Light Trucks	5-10
Fire Trucks	15-20
Roads/Highways/Bridges (dependent upon component & material)	10-100
Infrastructure (dependent upon component and material)	
Water	10-50
Sewer	10-50
Drainage	10-50



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.4 DEPOSIT REFUNDS

Purpose

To provide a process in which to refund clean up deposits, park deposits, rental deposits and Contractor Bid Bonds.

Process

- 1) Money is receipted for clean up bonds, park deposits, rental deposits and Contractor Bid Bonds.
- 2) Contact information including name/ mailing address/ phone number of the person or company paying the deposit is written on a copy of the receipt. A copy of the booking form/details of bond are copied to the back of the receipt and given to the Director of Finance.

Please note: All refunds will be made payable only to the name noted on the receipt.

Clean Up Bond Refunds

When the work is completed, the Building Inspector will contact the Director of Community Service to do a cleanup inspection for release of the clean up bond. The Building Inspector indicates bonds may be released on final building inspection form and submitted to the Finance Clerk for preparation who will submit to the Director of Finance for processing.

Park Deposit Refunds

When the event has been completed, the park will be inspected by Community Services. If the refundable deposit is to be refunded, it will be written on the original park application and submitted to the Finance Clerk who will submit to the Director of Finance for processing.

Rental Deposit Refunds

When the event has been completed, the rental facility will be inspected by Community Services. If the refundable deposit is to be refunded, it will be written on the original rental application and submitted to the Director of Finance for processing.

Contractor Bid Bond Refunds

Upon completion of the project, the Director of Community Service will provide a memo to the Director of Finance, requesting the reimbursement of funds as identified in the tender documents.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.5 DISPOSAL OF ASSETS

Policy Statement

The District of 100 Mile House recognizes that equipment, material and assets purchased for its use will eventually become surplus to its needs. These assets are deemed surplus due to obsolescence, worn out, too costly to maintain, no longer used, and reached its end of life. The District's primary goal in the disposal of surplus equipment, material and assets is to obtain Maximum Value using processes that are open, transparent and material, goods and assets that are environmentally and socially responsible.

Purpose

To provide a process for the disposition of surplus assets or assets that have reached the end of their economic life.

General

Assets are not to be destroyed or otherwise disposed of without advising the CAO or his/her designate and obtaining the required permission.

Surplus or obsolete assets which have been identified in the Tangible Capital Asset inventory and have a net book value of \$1,000, shall be disposed of at Councils discretion.

Reasons for Disposal of Assets

Items can be available for disposal because they are:

- Required to be disposed of under a particular policy
- No longer required due to changes in procedures, functions or use
- Occupying storage space and not expected to be used in the foreseeable future
- Have reached the optimal time to sell in order to maximize returns
- No longer compliant with workplace health and safety regulations
- Found to contain hazardous materials
- Have reached or exceeded their functional life

Options for Disposal of Assets

Assets identified for disposal may be dispensed with using the following methods:

- Sale through competitive bid process
- Donated to a community organization or other non-profit society
- Trade-In
- Recycled
- Destroyed or disassembled

The choice of the most appropriate disposal option will be determined by the nature of the assets for disposal, their location and how best value can be obtained.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

All assets disposed of must be reported in a manner prescribed by the Director of Finance.

Procedure

- 1) It is the responsibility of each Department Director to determine and declare when an Asset is deemed to be surplus equipment, material and assets.
- 2) The Department Director will complete the "Disposal of Asset" form and submit to the Director of Finance.
- 3) For all surplus or obsolete assets over \$1,000.00, the Director of Finance will prepare a memo to Council requesting permission to dispose of the assets. All surplus assets shall be sold on an "as is/where is" basis. No warranties or guarantees are to be offered or implied in the sale of the surplus assets.
- 4) Upon Council's approval, the Director of Finance, or his/her designate, shall place an advertisement for "**Sale of Surplus Equipment**" in the local newspaper and on the District's website.
- 5) The submissions shall be opened on the closing date and time identified in the advertisement, documented and signed by the Director of the department and the Director of Finance.
- 6) Letters to the purchasers shall be prepared and mailed by the Director of Finance.
- 7) Payments are received by the municipal office and proof of payment is given to the purchaser, who can then pick up the item purchased at the appropriate department. A copy of the receipt is given to the Director of Finance.
- 8) Once all items have been purchased and paid for, all documentation kept by the department shall be given to the Director of Finance for filing.
- 9) To avoid actual or perceived conflicts of interest neither employees nor Council Members are permitted to purchase or acquire assets directly or indirectly from the District through bid, purchase trade-in or donation.
- 10) All proceeds from the sale of surplus assets will be credited back to the appropriate function/service or reserve fund.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.6 DISPOSAL OF MUNICIPAL PROPERTY (Land)

Purpose

To establish the process for the disposal of Municipally owned Real Property (Land) not acquired by tax sales, provincial grants or expropriation, in order to satisfy the *Community Charter* that the municipality is providing for stewardship of the public assets of the community.

Under the *Interpretation Act*, “dispose” means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divest, release and agree to do any of those things.

Policy

The Community Charter authorizes Council to have the choice to dispose of land by public offer or by direct offer to a single person, company or organization. This policy does not apply to land that is disposed of below market value.

The disposal of municipal land resources will be considered in the context of the overall policies of the municipality, including the Official Community Plan, the five-year Financial Plan, and the Annual Report.

The sale of land may be initiated by either the District or by an individual, company or organization that is interested in acquiring the land.

The District shall proceed through the following process once it is prepared to sell its municipal lands.

A. Public -Disposal

1. The Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing a price.
2. The Chief Administrative Officer, or designate, shall have prepared an information package(s) on the subject land(s) that includes the following:
 - a. A brief description of the subject land(s) (including the location, minimum sale price, zoning and any other relevant information)
 - b. Copy of the title and plan
 - c. Copy of relevant Zoning guidelines and Development Permit guidelines, if applicable
 - d. Copy of any covenants registered on the property
 - e. Description of the process that a prospective purchaser must follow
 - f. Commission statement, if applicable



DISTRICT OF 100 MILE HOUSE Policy & Procedures

3. The Chief Administrative Officer shall have prepared a public notice as outlined in Section 1.2 "Alternative Means of Publishing a Notice" for two consecutive weeks. The notice must include a description of the land or improvements, the nature and terms of the proposed disposition, and the process by which the land and/or improvements may be acquired.
4. After the deadline for receiving offers, the Chief Administrative Officer, or designate, shall review any proposals received and prepare a report for Council.
5. All decisions on the disposal of municipally owned lands shall be made by Council.
6. The Chief Administrative Officer, or designate, shall send a letter to the applicants informing them of the decision of Council.

B. Direct Disposal

1. All inquiries made with regards to the purchase of municipally owned property shall be directed to the Chief Administrative Officer, or designate.
2. The Chief Administrative Officer, or designate, shall prepare a report for Council outlining the proposed terms of sale.
3. Council will determine how they wish to proceed with the offer and the applicant shall be so advised.
4. An opportunity may be afforded the applicant to make presentation to Council regarding their interest in the municipal lands.
5. If Council elects to sell the lands or improvements, the Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing the fair market value price.
6. Should Council agree with the price, Chief Administrative Officer, or designate, may be directed to proceed.
7. Upon completion of negotiations, Chief Administrative Officer, or designate, shall inform Council of the proposed agreement.
8. The successful purchaser must satisfy themselves as to any additional geotechnical or environmental reports and the District will grant access to the site to conduct these investigations.
9. Should Council agree to the terms of sale, the Chief Administrative Officer, or designate, shall have prepared a notice that includes the following:
 - a. A description of the land or improvements



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- b. The person, company or organization that is to acquire the property under the proposed disposition
 - c. The nature and, if applicable, term of the proposed disposition
 - d. The consideration to be received by the municipality for the disposition
10. The Chief Administrative Officer, or designate, shall inform the public of the sale by publishing a notice in the local newspaper(s) for two consecutive weeks.
11. After the notice has been published in the local newspaper(s) for two consecutive weeks, the Chief Administrative Officer, or designate may proceed with the disposal.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.7 FUNDING SOURCES & TAX POLICY

Purpose

Section 165 of the *Community Charter* requires municipalities to disclose objectives and policies as they relate to funding sources and tax policy in the financial plan bylaw.

Total Revenues

Council recognizes that changes in one revenue source may affect decisions relating to other sources and that District revenues are derived from the following sources:

Municipal Property Taxes

Council will approve Municipal property tax rates annually by considering changes in the assessment base, inflationary factors and economic conditions and costs of providing ongoing and new District services.

Grants In Lieu of Taxes

Grants In lieu of taxes will be determined in accordance with the applicable Statutes and Acts regulating these revenues.

Utility User Fees

Utility user fees have been established and if needed, will be adjusted to ensure that these funds are self-liquidating.

Frontage Taxes

Frontage taxes have been established for repayment of debt and capital asset replacement.

Government Transfers

The District will ensure that all government transfers are used in accordance with the terms and conditions attached to the funding and that all reporting requirements are met. Unconditional government transfers will be considered as general revenue in the financial plan. The District will continue to apply for grant funding to support projects and initiatives.

Other Revenues

Other revenues including franchise fees will be considered as general revenue in the financial plan and any restriction placed on these revenues will be determined annually.

The District will initiate partnerships and other measures that will diversify revenues in order to provide services and opportunities to the community that may have not otherwise been possible.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Debt Management

Proceeds from borrowing will be used within the guidelines of the bylaw established to borrow the funds. The maximum amount of accumulated borrowings will be in accordance with the regulations outlined in the Community Charter.

Distribution of Property Taxes Among the Property Classes

Annually, before approving the annual tax rates, Council will consider the amount of tax revenue required in relation to other sources of revenue funding the cost of ongoing and new District services. Tax revenue and ratios between classes will be reviewed with consideration given to changes in the assessment base as a whole.

Permissive Tax Exemptions

Permissive tax exemptions will be provided in accordance with the guidelines and regulations contained in the *Community Charter*.

The District will continue to provide permissive exemptions to include religious institutions, not for profit societies and service organizations that the District feels are a benefit to the community.

The objectives and policies as stated above are broad in nature to assist Council in their decision making process. Rate capping and ration limitations on property tax were intentionally excluded so as not to restrict Council's ability to make future decisions.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.8 GRANT FUNDING APPLICATIONS

Purpose

From time to time Staff is directed by Council to develop and submit proposals for grant funding opportunities which allow the municipality to undertake desired works of benefit to the community. All applications reflect Council's vision for the Community.

In addition to Council resolution, grant funding proposals require the Director of Finance and the Project Manager (Director) to certify, by their signature, that the municipality has set aside the necessary funds for its share of the project, and that the works described in the proposal and the stated costs are accurately described.

General Statement

1. Applications for grant funding opportunities will be submitted to Council for a resolution of approval.
2. Proposals will be submitted as complete and accurate as possible and whose costs are a fair reflection of the project's expenditures, substantiated by written quote(s) received from a reputable professional source(s).
3. For all approved projects, should Staff discover the project will not meet set budget guidelines during the planning, design and/or construction stage, and before cost overruns occur, Project Managers (Directors) are to notify Council promptly to discuss alternatives and implications.

Guidelines

1. The application is completed by the Project Manager (Director) and/or the Planner (in conjunction with the Director of Finance (for those applications that require the Director of Finance signature). A copy of the application is provided to the Director of Finance.
2. Upon notification of grant acceptance or rejection; the letter and/or other correspondence is given to the Director of Finance.
3. Once the contract is signed by the appropriate parties, the original contract and/or funding agreement and subsequent forms will be given to the Director of Finance.
4. If there is monthly/quarterly progress reporting required, the Project Manager (Director) and/or Planner is responsible for completing and submitting. A copy of this reporting is to be provided to the Director of Finance.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.9 GRANTS FOR ASSISTANCE

Purpose

To establish a policy for the District of 100 Mile House Council to deal with requests for Grants for Assistance.

Policy

In approving a grant for assistance to an organization, the District will take into account the following:

- Applications must be submitted on the form provided, with all supporting documents attached, between August 1st and September 30th for the year prior to the budget from which funds are being requested.
- Applications received before August 1st will be returned to the applicant by staff and will not be included in the approval process. Applications received after the September 30th deadline will be forwarded to the South Cariboo Joint Committee for consideration.
- Two (2) advertisements will be as outlined in Section 1.2 "Alternative Means of Publishing a Notice" prior to the deadline date.
- The total amount for grants for assistance set aside annually for budget purposes shall be a maximum of \$25,000.
- Grant requests and uses must be for the purpose of benefiting the community or any aspect of the community.
- Grants for Assistance must be approved by an affirmative vote of at least two-thirds of all Council members.
- The Grants for Assistance process will be governed by this policy, the District of 100 Mile House Council Conflict of Interest Policy, along with the "South Cariboo Joint Grants for Assistance" agreement with the Cariboo Regional District.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.10 MOBILE HOME COLLECTOR'S CERTIFICATE

Purpose

The purpose of the Collector's Certificate form is to ensure that the taxes are paid on the mobile home prior to it leaving the District's taxation jurisdiction.

Process

This process applies when someone is moving a mobile home out of the District of 100 Mile House or if a mobile home is being demolished, in which case a Demolition Permit is also required.

Steps

- 1) Applicant completes the Collector's Certificate "for transport purposes" form and submits the applicable fees as set out in the current *Fees & Charges Bylaw*;
- 2) The form is then submitted to the Collector (Director of Finance) or the Deputy Collector (CAO) in his/her absence, for signature;
- 3) A copy of the completed signed form is filed in the applicable folio file;
- 4) Original form is returned to the applicant – this form must accompany their Application to Transport/Relocate a Mobile Home, which they will obtain from Service BC.
- 5) Advise the applicant that a Building Permit may be required if they are placing a new mobile home; and
- 6) Remind the applicant that the Collector's Certificate expires within 30 days.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.11 PERMISSIVE TAX EXEMPTION

A permissive tax exemption is a means for Council to support organizations within the community which further Council's objectives of enhancing quality of life (economic, social, cultural) and delivering services economically. There is no obligation for Council to grant a permissive tax exemption.

Background

Municipalities in British Columbia may exempt certain properties from property taxes by passing a bylaw in accordance with Division 7-Permissive Exemptions of the *Community Charter*.

Eligibility Criteria

1. Subject Property must be one of the following:
 - (a) Land and/or improvements owned, or in specific situations, leases, or;
 - (b) Land and/or improvements ancillary to a statutory exemption under section 220 of the *Community Charter*
2. Nature of organization must be:
 - (a) Non-profit organization;
 - (b) Charitable/philanthropic organization;
 - (c) Athletic or Service Club/Associations;
 - (d) Partner of the municipality by agreement under section 225 of the *Community Charter*;
 - (e) Other local authority; (i.e. Regional District), or
 - (f) Organization eligible under statutory exempt under section 220 of the *Community Charter*.
3. Principal use of property meets Council's objectives. The "principal use of the property" refers to the use related directly to the principal purpose of the organization owning the property.

Permissive tax exemptions will be based on the principal use of the property, not the non-profit or charitable services of the organization.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4. No permissive exemptions will be considered for organizations or properties providing housing services considered to be the responsibility/authority of senior levels of government such as care homes and private health care facilities.
5. Applications will **NOT** be considered that:
 - (a) Conduct any retail operation as an independent business on commercial property that could compete with privately owned facilities providing a similar service; or
 - (b) Provide liquor and/or meal services as their primary function.

Application Process

1. Permissive exemptions will normally be provided for a period of up to five years. Applications received off cycle will be corresponded with the tax exemption cycle. During the five-year period, updated information is not necessary unless significant changes, financial or otherwise, occur. All permissive tax exemptions must be renewed by application every five years on the District of 100 Mile House Permissive Tax Exemption application form (found in Policy & Procedure form file). Exemption must not be assumed, even if obtained in a prior cycle.
2. The opportunity to apply will be advertised once in the local newspaper the first week in June and on the District's web page. Letters will be mailed to tax exemption recipients whose exemption duration is expiring.
3. Applications must be received by July 15th in each applicable year for exemptions that begin in the subsequent year. Applications received after the deadline or applications which do not include all required information will not be considered.
4. Applications must be in the prescribed form and must include:
 - a) copy of most current Financial Statement
 - b) copy of Financial Budget for the current year;
 - c) scale drawing of property, that includes buildings, parking lots, landscaping, playgrounds, fields, etc.;
 - d) copy of State of Title Certificate or Lease Agreement, as applicable;
 - e) description of any third party use of the subject land/improvements including user group names, fees charged, conditions of use.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

5. All recipients of tax exemptions from the District of 100 Mile House are required to publicly acknowledge the exemption.
6. The organization must justify the need for the services and may be required to make a presentation to Council.
7. The organization must be seen to be working towards self-sufficiency by seeking funding from other sources.
8. The organization may be required to show evidence of ongoing, active volunteer involvement.
9. Where the applicant leases a portion of the land/improvements from a third party or where the applicant leases a portion of land/improvements to a third party, the applicant must provide assessment details from the British Columbia Assessment Authority regarding the leased versus un-leased portions.
10. Only that part of the property used for non-profit activities will be considered for exemption. Commercial activities will be excluded.

Administration

1. The Finance Department will review all applications for completeness and contact the applicant if additional information is necessary.
2. The Finance Department will prepare a summary report of applications and bylaw for presentation to Council no later than the first week of October for approval and adoption prior to October 31st of each year.
3. A public notice will be placed in the local newspaper of the proposed bylaw. The notice will include:
 - a) Property subject to bylaw;
 - b) Description of the proposed exemption
 - c) Number of years the exemption will be provided
 - d) Estimate of the amount of taxes that would be imposed on the property if it were not exempt for the year of exemption and following 4 years.

Public notice will be in accordance with Section 94 of the *Community Charter*.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.12 PURCHASING POLICY

Purpose

The District of 100 Mile House is committed to obtaining the best possible value for its citizens on all purchases, through an open, fair, equitable and competitive opportunity for meeting Municipal objectives. This policy and procedure will confirm authorizations and approval limits for purchasing goods and service.

General Statement

Goods, Services, Equipment and Materials purchased on behalf of the District will be selected on the basis of what is determined to be in the best interest of the District. While the price of the services, products or materials is important the following will be used to help determine what is in the best interest of the District and its taxpayers:

- Quality of Workmanship and/or product
- Dependability of Service
- Standardization with other District equipment
- Timely delivery of service, produce or materials
- Maintenance costs associated with the product of material
- Parts and Service availability
- Suitability for the intended use
- Ease of operation
- Resale value

Purchasing Authority

The following limitations apply as to the signing of Purchases and approval for purchases of goods and services:

Purchases	Authority
Up to \$ 500	Designated Staff Members
Up to \$ 5,000	Deputy Director of Corp. Admin / Director of Planning & Ec. Dev.
Up to \$10,000	Deputy Fire Chief & Operations Supervisor
Up to \$25,000 \$25,000 - \$50,000	Director of Community Services & Fire Chief Co-signed by Administrator or Director of Finance
Over \$50,000	Administrator & Director of Finance Purchase to be reviewed and signed by the applicable Director



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Directors or the designated employee making the purchase are to ensure that funds are included in the current year's financial plan (budget) and the expenditure amount is the same or lower than the budgeted amount. Council shall approve all purchases which are not included in the budget or which exceed the budgeted amount.

Purchasing Methods

Where goods and services to be purchased are contained in the current budget approved by Council, the general practice to be followed shall be:

- a) Purchases up to **\$15,000** utilize the **Limited Value Purchase** method
- b) Purchases between **\$15,000 and \$40,000** utilize the **Competitive Quotations** method
- c) Purchases over **\$40,000** utilize the Formal Competitive Process (FCP), described below.

When situations arise that require a determination to be made with regards to the method of purchasing to be used, the Director of Finance in consultation with the appropriate Director will make the final decision.

Group Purchasing

The District will participate in group purchasing when it meets the District's best value selection criteria and where it is in the District's best interest to do so. Group purchasing is still restricted by the purchasing limits contained herein.

Land Acquisitions

Land acquisitions are not covered by this purchasing policy and shall be conducted by the Administrator or Designate and Council.

Preference to Local Suppliers

No percentage differences or dollar preferences will be given to purchasing locally. This would represent a direct grant to local suppliers; however, full consideration will be given to potential future costs or savings that may be experienced by using a local supplier.

Emergency Purchases

There may be times that the direct acquisition of goods and services is required to maintain public health and safety. If the emergency occurs during normal working hours, the Department Head may issue a purchase order verbally without following the normal procedures. If an emergency occurs during non-working hours, the goods and services should be obtained by the



DISTRICT OF 100 MILE HOUSE Policy & Procedures

department as required. Under both circumstances, the proper documentation and account codes should be prepared as soon as possible after the emergency.

Limited Value Purchases up to \$15,000

- 1) Direct Acquisition
Goods or services that have an estimated cost of up to but not exceeding **\$ 5,000** may be purchased directly from a local supplier by the appropriate Department or by an employee who has authorization to expend funds.
- 2) Telephone Quotations
For goods or services with an estimated cost between **\$5,000** and **\$15,000** the department head is responsible for ensuring that at least three (3) verbal quotations have been received and documented.

Procedure

The following procedures will be used to acquire goods, services or materials from a supplier. Each Director is responsible for purchases charged against his/her area of responsibility, and has the authority to delegate to their staff for the acquisition of goods, services, equipment and materials according to the purchasing authority limitations.

Directors or the designated employee making the purchase are to ensure that funds are included in the current years financial plan (budget). The purchase of goods and/or services for which no budget is available is prohibited.

- 1) Petty Cash

When the direct acquisition of goods or service is required and the value does not exceed \$50, petty cash may be issued to the supplier with whom the District does not have a regular charge account, or reimbursed to an authorized employee.

Petty cash will be issued by the Finance Department who will ensure all appropriate control functions for transactions are met. Receipts must be provided for all petty cash functions and shall include account coding and signatures.

- 2) Corporate Purchasing Card (CPC)

The District may from time to time as it sees fit use CPC's, Supplier charge cards or Credit Cards during the course of its operations, the use of which is restricted to the following guidelines:



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- a) The CPC must be used only by the person whose name appears on the card, or has authorized signing approval.
 - b) The CPC must be used only for official Municipal procurement and be within the limitations established for the card and for which budget provisions have been made.
 - c) Upon request from the appropriate Director or Deputy, the Cardholder must return the CPC to the Director or Deputy who shall forward it to the Director of Financial Administration if required.
 - d) The Cardholder, upon transfer from a department or termination of employment, must return the CPC to the appropriate Director for immediate cancellation. Action must be taken to ensure that all outstanding transaction slips have been verified and passed to the appropriate Director or Deputy.
 - e) Each time the CPC is used:
 - i. Ensure that an adequate description and quantity of the goods/services purchased with the CPC is entered either on the transaction slip, cash register tape, or on a separate paper attached to the transaction slip, and that the taxes are shown as a separate amount.
 - ii. Clearly mark each transaction slip with account number or code to which the purchase is to be debited.
 - iii. All transaction slips are to be promptly forwarded to the appropriate Director or Deputy and then to the Finance Clerk within 5 business days.
 - f) CPC transactions shall not be split to stay within the limits for individual transactions.
 - g) Back orders shall not be accepted.
- 3) Purchase Orders (PO)
- Purchase orders must be used for all purchases over **\$2,500**, except when the acquisition of goods and/or services are identified under "PO's not required" from the list below.
- Copies of Purchase Orders are to be distributed immediately as follows:
 - i. White Copy – Supplier, if requested
 - ii. Yellow Copy – Accounts Payable with packing slip, if applicable



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- Purchase orders are issued at the time the commitment is made to the supplier. Purchase Orders are required even if the invoice is received at the time of purchasing the goods or services. Purchase orders and Invoices must be coded and approved then forwarded to Finance Clerk immediately. All invoices for payment require proper authorizations before cheques are issued.
- Purchase Orders must clearly specify supplier name, account codes, unit prices, and product or service descriptions. Applicable taxes & shipping charges shall be noted as "+ taxes and shipping".
- Where telephone quotations are required, they are to be documented on the last copy of the Purchase Order or as an attachment. If a quote is received via e-mail, print and attach quote to purchase order.
- Where union staff members issue a purchase order it must be forwarded to the department director immediately for approval and coding.
- All purchase orders must indicate the fleet unit number when applicable.
- The Finance Clerk will match the invoice to the purchase order and process payment. If there is a discrepancy between the purchase order and the invoice the Finance Clerk will put the documents in the appropriate department folder for the Director/Manager to review and approve.
- Departments who purchase products that are controlled by WHMIS (Workplace Hazardous Material Information System) must obtain the MSDS (Material Safety Data Sheet) and then forward to the appropriate Director or Deputy. Material Safety Data Sheets are to then be appropriately filed for future evaluations.

Backorders

- Backorders should be avoided, when possible, by issuing a separate Purchase Order for the item(s) which are unavailable at that time.
- When this is not practical, the yellow copy of the Purchase Order shall remain with the issuing department until all items have been received, at which time it can be attached to the final packing slip and forwarded to the Finance Clerk for processing.
- When submitting partial orders for payment, a photocopy of the Purchase Order shall be attached to the packing slip/invoice and forwarded to the Finance Clerk for processing. It shall be clearly indicated that the items represent only a portion of the original order and the original purchase order will follow when complete.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

PO's NOT REQUIRED FOR THE FOLLOWING

PROFESSIONAL AND TRAINING ACTIVITIES

- Training / Workshops and Education
- Conference / Convention / Seminar Fees
- Magazines/Subscriptions/Periodicals
- Meeting Expenses
- Memberships
- Hotel accommodation
- Vehicle mileage Allowance
- Meal Allowances
- Employee Cash Advances
- Miscellaneous Travel Expense (e.g. Airport Fees)

EMPLOYER GENERAL EXPENSES

- All Utility Expenses
- Debt Payments
- Grants to Agencies
- Licenses & Insurance
- Group Benefits (i.e.: Medical, dental etc.)
- Payment of Damages
- Payroll Deduction Remittances
- Petty Cash Replenishments

PAYMENT OF INVOICES

- Invoices are processed and paid by cheque or Electronic Funds Transfer (EFT) Bi-monthly.

COMPETITIVE QUOTATIONS – PURCHASES BETWEEN \$15,000 to \$40,000

1) Written Quotations

For goods and services that have an estimated cost of between **\$15,000 to \$40,000**, the department head is required to ensure that a minimum of three (3) written quotes are received, where sufficient number of suppliers are readily available.

2) Sole Source or Single Source Purchases

A competition may be waived and direct awarded in circumstances such as, but not limited to sole source or single source purchases:



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- to ensure compatibility with existing equipment, facilities or to maintain specialized products by the manufacturer or representative;
- where vendor's staff have specialized training and/or extensive experience;
- where there is an absence of competition and no acceptable alternative or substitute exists;
- for the purchase of used equipment or at auction;
- where it can be demonstrated the product or service is available only through one authorized manufacturer, distributor, dealer, or service provider;
- item is purchased for testing or trial use;
- for matters involving high security and/or to protect the confidentiality of the District;
- urgently required on an emergency basis (e.g. life/death, health, safety, critical equipment or facility breakdown);
- where there is demonstrated value to continue consultant services into the next project phase (i.e. from design to construction);
- any other situation where it is clearly demonstrated there is only one viable source of supply.

Dollar values that exceed **\$40,000** must receive approval of Council.

FORMAL COMPETITIVE PROCESS (FCP) – PURCHASES OVER \$40,000

This FCP process is for internal District use only and may not be relied upon by any third party for any purposes whatsoever, including, without limitation, as a basis for any claim against the District. Where the terms and conditions of any FCP documents conflict with the terms and conditions of this FCP process, the terms and conditions of the FCP documents shall prevail.

FCP's are characterized by the solicitation of bids or proposals. There are several types of FCP's the most common of which are: Request for Information (RFI), Request for Proposals (RFP) Request for Quotations (RFQ) and Request for Tenders (RFT), as defined below:

Request for Information (RFI) An RFI is used to solicit information about goods or services, as well as the availability of the goods or services. The RFI is generally used to gather needed information to decide on whether a competitive selection process will be necessary and appropriate. Based on the information received through the RFI, the District may proceed to solicit proposals, quotations or tenders consistent with this procedure.

Request for Proposal (RFP). An RFP is an invitation for suppliers to submit a proposal for the provision of goods or services. It is used when there are alternative ways to meet a specific need. The vendor is invited to propose what they consider the best way of meeting the District's needs, which may include providing unique skills. Specifications are general in nature and performance-based with pre-established criteria and weighting factors.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

The selection of the successful vendor is based on the best evaluated score rather than just the lowest bid price.

Request for Quotation (RFQ). An RFQ is used to solicit competitive bids when the solution(s), specifications, performance standard(s), and timeframe(s) are defined. It is an opportunity for suppliers to competitively cost the chosen solutions. Potential bidders are provided with all pertinent information and the lowest or any quotation will not necessarily be accepted.

Request for Tender (RFT). An RFT is used to solicit competitive bids when detailed specifications are available. Tenders can be evaluated against clearly stated criteria and specifications. The bids and prices are provided without condition and the award is made without negotiation, notwithstanding the District's right to negotiate with the successful vendor after the award has been made.

GOODS AND SERVICES REQUIRING FCPs

The purchases of the following goods or services over **\$40,000** must be completed by way of the FCP process outlined below.

- All projects in excess of -\$40,000
- Capital construction programs exceeding \$40,000
- Capital equipment purchase exceeding \$40,000
- Acquisition of goods or services for professional or technical support estimated to exceed \$40,000-or two years in duration
- Operating expenditures exceeding \$40,000

Exemptions

For the purposes of ensuring efficiency and effectiveness, the following categories are not subject to the Formal Competitive Process:

- 1) **Emergency or Time Sensitive Situations** – In emergency or time sensitive situations, where the need for goods and/or services is under a tight timeline or otherwise necessary on an urgent basis in order to address a risk to public health or safety, or a risk to property.
- 2) **Limited Availability** – Where there is an absence of competition for technical reasons, or where the goods or services are only available from a single supplier.
- 3) **Monopolies** – In cases where the market for the goods and/or services is controlled by a statutory or natural monopoly.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- 4) **Compatibility With Existing Goods and/or Services** – To ensure compatibility with existing goods or services, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized goods or services that must be maintained by the supplier or its representative.
- 5) **Prototypes** – For the procurement of a prototype of a first good or service to be developed during and under a particular contract for research, experiment, study or original development.
- 6) **Unique Experience** – Where previous work of a vendor has resulted in that vendor having a unique understanding and/or knowledge of local systems and circumstances such that the awarding of a contract to another vendor would cause the District to incur additional expense because of the lack of this understanding and/or knowledge.
- 7) **Co-operative Agreements** – In cases where co-operative purchasing agreements are made with other agencies or other levels of government.
- 8) **Council Discretion** – Where Council, by Resolution, has authorized a direct purchase or sole sourcing in circumstances it considers necessary or appropriate for the purposes of:
 - (a) Addressing any of the circumstances described in paragraphs 1 through 7 above;
 - (b) Leveraging resources and/or relationships that increase economic opportunities for the District and/or District residents; and
 - (c) Benefitting from goods or services that can be purchased under exceptionally advantageous circumstances.
- 9) **Real Property** – For the procurement of real property.
- 10) **Software** – For the procurement of any computer software.

Should a dispute occur as to an item/project's classification falls within one of these exemptions, the Director of Financial Administration will make the final decision.

General Requirements for Formal Competitive Processes (FCPs)

- 1) The appropriate Director, or his/her delegate, will prepare the FCP documents along with the necessary drawings, specifications and notices and submit them to the Director of Finance or his/her delegate for review prior to being released. FCP-s may be solicited by the District by means of "selective invitations to particular suppliers" or "public advertising".



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- 2) The Director of Finance, in consultation with the Administrator and if applicable, member(s) of staff experienced in the specific matter, are authorized to have professional or technical services prepare and implement all works necessary for FCPs including implementation and completion of programs considered appropriate.
- 3) It shall be the appropriate Director's responsibility to ensure the specifications satisfy the department's objectives/requirements. Brand products or equivalent may be specified as long as prospective proponents have an equal opportunity to provide the product.
- 4) The Deputy Director of Corporate Administration will be responsible for ensuring that the FCP notices appear at least twice in the appropriate media—and conform to the advertising policy. The Deputy Director of Corporate Administration will also post "Notice of Tender" on the BC Bid website <http://www.bcbid.ca>.
- 5) It is preferable that FCPs close at 2:00 p.m. local time, on the specified date and the FCP notice confirms:" (a) the date and time on which the FCP closes; and (b) that all bids/submissions must be submitted to the contact person named in the FCP documents at District of 100 Mile House, Box 340, 385 Birch Avenue, 100 Mile House, BC V0K 2E0 or the office of the District's Representative. The time and date the FCP bids/responses are received shall be recorded.
- 6) The appropriate Director will provide FCP packages along with the "Distribution List" to the Municipal office staff for distribution when required.
- 7) All bids/submissions must be placed in sealed envelopes, containing the proponent's name and address and identified "(Project Name)". Proponents shall complete and submit all required documents as stated in the FCP documents.
- 8) Unless otherwise stated in the FCP documents, proponents will be advised that bids/submissions will be opened following the deadline closing at the District's Offices or other location as appropriate.
- 9) All questions must be received in written format (fax or email) to the District's contact person names in the FCP documents. No verbal answers may be provided by District representatives. All answers are to be written as "Addendum" and forwarded to all those proponents listed in the FCP "*Distribution List*" that have submitted their "Receipt of Confirmation Form" and posted on the District's website. No questions will be accepted within 48 hours of the FCP closing date.
- 10) All bids/submissions received after the deadline shall be returned unopened, to the proponent.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- 11) Proponents for all FCP projects may be required to include a Bid Deposit in the form of a bid bond, certified cheque or Irrevocable Letter of Credit payable to the District of 100 Mile House.

BONDING

In general, a Bond is a three part contract, where the bonding company guarantees that the contractor will fulfill certain obligations to the District. The bonding company is without loss so long as the contractor fulfills his obligation to the District; however, if the contractor fails in his contractual commitments, then the bonding company must assume this obligation.

The use of Bonding or Surety Bonds throughout the procurement process serves a number of different functions;

- The District can be assured that the proponent has demonstrated some level of financial stability to the bonding company.
- The District is obtaining a level of surety or assurance that the project will start and be completed in a timely manner and in accordance with the terms of the contract.

The use of bonding is critical to the District and must be used where project assurances are required. The District will adopt industry standard bonding practices for all construction projects. All other projects/contracts must be assessed on their own merit. Each type of bond provides coverage of its own area of risk as described below.

Bid Bonds:

The Bid bond guarantees that if the contract is awarded to a specific proponent, that proponent will accept the contract. If the proponent refuses, the extra costs to the owner of awarding the contract to the next highest bidder are borne by the bonding company, not the District. Current industry standard for a Bid Bond is 10% of the amount bid. However, this percentage can vary depending on the complexity of the project and will be determined by the CAO.

Performance Bonds:

The Performance Bond guarantees that the work will be completed on time and in accordance with the contract specifications. If another supplier has to be engaged for rework or to get the project completed, the Performance bond will cover the District for these extra costs. The Performance Bond is 50% of the total contract price.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Labour and Material Payment Bonds:

A Labour and Material Payment Bond protects the District from liens against the project, as a result of the contractor failing to make proper payment to its suppliers in respect of either materials or labour. This bond is issued simultaneously with a Performance Bond for an amount equal to the amount of the Performance Bond.

Refund Time Frame:

- a) Projects under \$40,000 within three (3) months of completion and
- b) Projects over \$40,000 at the discretion of the Director of Finance and the appropriate departmental Director, if there shall be a minimum six (6) month period; maximum twelve (12) month period

When required, a maintenance security shall be posted for a period of one year after substantial completion.

Bid Bonds and Letters of Credit will be returned to unsuccessful proponents upon execution of contract. Certified cheques will be deposited and cheques in an equal amount will be re-issued to unsuccessful bidders.

IN THE EVENT OF A WITHDRAWAL BY THE SUCCESSFUL PROPONENT, THE BID BOND MAY BE FORFEITED.

It shall be the appropriate Director's (Project Manager) responsibility to ensure the deadlines and specifications are achieved in relation to the bond. The Director of Finance will monitor the expiry dates of the letter of credit.

OPENING OF TENDERS (Applicable to RFT's only)

- 1) Tenders are opened at the specified time by the appropriate Director along with the Director of Finance, or his/her delegate, or the District's Representative.
- 2) The "Tender Submission Sheet" is completed and signed by both persons attending the opening as specified above.
- 3) The appropriate Director along with the Director of Finance will analyze each bid and the provide a staff report to Council.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

AWARD OF TENDERS (Applicable to RFT's only)

- 1) All public tenders exceeding \$40,000 will be awarded by Resolution of Council upon receiving a Staff Report from the appropriate Director and the Director of Finance.
- 2) Tenders will be awarded to the best overall tender, recognizing that the lowest price is important, but other elements of value, including quality, future maintenance costs, ability to deliver at required times and service and customer relations constitute total cost to the District.
- 3) Upon notification of award, the Director of Finance will advise proponents that submitted a tender, the name of the successful bidder and the amount of the bid.
- 4) The Director of Finance will prepare the "Notice of Award" letter, contract and the "Notice to Proceed" letter and will notify the appropriate Director when completed.

WITHDRAWAL OF BIDS (Applicable to all FCPs)

- 1) Any or all proponents may withdraw their bids/submission prior to the designated opening time. All withdrawal requests shall be made in writing on the proponent's letterhead, with an authorized signatory. Facsimile letters of withdrawal will be accepted if all conditions are met and the facsimile is legible.
- 2) Where the proponent requests permission to withdraw its bid/submission because of a miscalculation of extending unit prices through clerical error, and upon submission of such evidence, no penalty shall be charged.
- 3) Where the proponent requests permission to withdraw its bid/submission due to an error in business judgment, or when it becomes reasonable to assume questionable bidding tactics have been employed, as evidenced by a large disparity between prices offered, the matter may be referred by the Administrator to the District Solicitors for recommended action.

CONTINGENCY AND CHANGE ORDERS

- 1) The District recognizes that capital construction projects may require, from time to time, the overall contract to expend monies in the Contingency Section of the contract, or require the construction contract to be altered through a change order.
- 2) Capital construction projects will only be altered through the use of a change order/contingency requirement from, duly executed by both parties in triplicate. A copy



DISTRICT OF 100 MILE HOUSE Policy & Procedures

of the change form will be provided to the contractor, consulting engineer (if applicable) and the District.

- 3) Contingency funds within capital construction projects may be agreed upon by the appropriate Director, or designate, the consulting engineer and the project's contractor.

At no time should the draw upon the contingency funds exceed the amount provided in the contract award. Should contingency funds be required, greater than that provided in the contract, a Staff Report will be prepared for Council's consideration noting a revised budget.

- 4) Capital construction projects may require additional works to be undertaken during the course of a project. Should a construction project require additional works, the following District authorizations will be required **prior** to the issuance of a project change form.
 - a) \$ 0 to \$ 5,000 but not to exceed 10% of the total project costs and is within budgeted contingency dollar value, will require the authorization of the appropriate Director and Director of Financial Administration.
 - b) \$ 5,000 - \$ 25,000 but not to exceed 15% of the total project costs and is within budgeted contingency dollar value, will require the authorization of the Director of Finance and Administrator.
 - c) \$ 25,000 and over, or exceeding 15% of the total project costs and is within budgeted contingency dollar value, will require a Staff Report to be present to Council for its authorization.
 - d) All additional work that exceeds the budgeted value will require a Staff Report to be presented to Council for its authorization.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

PROHIBITIONS

The following activities are prohibited:

- 1) The division of contracts to avoid using the tools and practices as described in the Purchasing Policy.
- 2) Purchase by the District of any goods or services for personal use by or on behalf of any member of Council, appointed officers, employees of the District or their immediate families.
- 3) The Unauthorized release of a Supplier's written or oral information. This practice is unethical and may be illegal as well as damaging to the Districts competitive position. Requests of this nature are to be managed through the Director of Financial Administration.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

4.13 RESERVE FUND POLICY

Guiding Principles

The following principles form the basis for this policy:

- Healthy reserve/surplus levels are important in achieving community goals including financial health and stability;
- Reserves/surplus goals need to be consistent with the supportive of realistic longer term financial plans;
- Reserve Fund Management needs to conform to the statutory/legal requirements of the *Local Government Act* and the *Community Charter*, generally accepted accounting principles (GAAP) and public sector accounting board (PSAB) recommendations.

1. Operating and Capital Reserve Funds

Pursuant to subsection 188 (1) of the *Community Charter*, Council may, by bylaw, establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund. The following reserve funds have been established for the purpose(s) so identified.

a) Municipal Infrastructure (Bylaw No. 1231)

The Municipal Infrastructure Reserve has been established to ensure that the District will have sufficient monies available to replace or expand the municipal infrastructure, excluding recreation and utility infrastructure required to efficiently and effectively serve the needs of the District. Municipal infrastructure projects that will be funded from this reserve are budgeted within the District's long term capital plan.

Funding Source

Annual allocation from general operating budget as provided for in the financial plan.

Minimum Level

Adequate to fund municipal infrastructure projects identified as capital funded for the next fiscal year of the 5 year capital plan.

Maximum Level

Adequate to fund all municipal infrastructure projects identified as capital funded in the 5 year capital plan.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

b) **Utility Infrastructure** (Bylaw No. 1231)

The Utility infrastructure Reserve has been established to ensure that the District will have sufficient monies available to replace or expand the municipal utility infrastructure required to efficiently and effectively serve the needs of the District.

Funding Source

Annual allocation from water and sewer operating budget as provided for in the financial plan.

Minimum Level

Adequate to fund capital projects identified as water and sewer infrastructure projects for the next fiscal year of the 5 year capital plan.

Maximum Level

Adequate to fund all capital projects identified as water and sewer infrastructure projects funded in the 5 year capital plan.

c) **Equipment Reserve** (Bylaw No. 1230)

- **Mobile Equipment**

The purpose of this reserve is to ensure that the District will have sufficient funds available to replace the Municipal mobile equipment fleet required to efficiently and effectively service the need of the District.

Funding Source

This reserve shall be increased annually by transfer from the General Operating Fund equal to the depreciation of existing equipment, revenues, and from the sale of mobile assets, as provided for in the financial plan.

Minimum Level

Adequate to fund mobile equipment replacements for the next fiscal year of the 5 year capital plan.

Maximum Level

Adequate to fund all mobile equipment replacements in the 5 year capital plan.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- **Emergency Equipment**

The purpose of this reserve is ensure that the District has set aside monies to provide for the replacement, refurbishing or enhancing Emergency department equipment including Fire trucks and any other equipment that becomes obsolete due to normal wear and tear and/or due to technological change or changes to industrial standards.

Funding Source

This reserve shall be increased annually by transfer from the General Operating Fund equal to the depreciation of existing equipment, revenues, and from the sale of emergency assets, as provided for in the financial plan.

Minimum Level

Adequate to fund emergency equipment including fire trucks and any other equipment identified for the next fiscal year of the 5 year capital plan.

Maximum Level

Adequate to fund all emergency equipment including fire trucks and any other equipment identified in the 5 year capital plan.

- **Computer Systems**

The purpose of this reserve is to ensure that the District will have sufficient monies, available to replace the major computer systems including upgrades to the accounting information systems required to efficiently and effectively serve the needs of the District. The major computer systems shall include the network server, the main processor, and related peripherals and software, but shall not include workstation computers.

Funding Source

This reserve shall be increased annually from revenues in accordance with the annual approved budget in an amount estimated as necessary to provide for the future replacement of the major computer systems.

Minimum Level

Adequate to fund all computer system requirements identified for the next fiscal year of the 5 year capital plan.

Maximum Level

Adequate to fund all computer system requirements in the 5 year capital plan.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

d) Community Forest Reserve (Bylaw No. 1280)

The Community Forest Reserve has been established to ensure that the District will have sufficient monies, available for the Community Forest future obligations and other expenditures as directed by the District Council.

Funding Source

This reserve shall be increased annually from dividends paid to the District of 100 Mile House from the 100 Mile Development Corporation.

e) Community Works Reserve (Bylaw No. 1050)

The monies in the Community Works Reserve fund shall be directed to local priorities that fall within one of the eligible project categories, outlined in the Community Works Fund Agreement and that are in keeping with the Agreement's intended outcomes of reduce greenhouse gas emissions, cleaner air and cleaner water.

Funding Source

Transfers received from the Community Works Fund Agreement that remain unspent at the end of each year must be paid into the "*Community Works Reserve Fund*".

f) Woodlot Reserve Fund (Bylaw No. 984)

The money's in the Woodlot Reserve Fund shall be used for:

- a) the provision of the District's financial liability as directed by legislation for work set out in the: "Woodlot Licence Forest Management Plan" and the "Woodlot Licence #577 Forest Development Plan".
- b) economic development diversification to mitigate the damages of Pine Beetle infestation.
- c) other forest related opportunities.

Funding Source

Money from the sale of timber from Licence #577, current revenue, general revenue fund surplus (to the extent of which it is available) or as otherwise provided in the *Community Charter* may from time to time be paid into the "Woodlot Reserve Fund".



DISTRICT OF 100 MILE HOUSE Policy & Procedures

2. Statutory Reserve Funds

If monies are received from specific sources, certain reserve funds must be established for administering these funds, as per specific legislation. These reserve funds are termed by the District to be Statutory Reserve Funds, and are as noted below.

a) **Development Cost Charge (DCC) Reserve Funds (Bylaw No. 1306)**

Pursuant to Section 559 of the Local Government Act, RSBC 2015, Council may by bylaw impose development cost charges under the terms and conditions of that section and all other sections of Division 19-Development Cost Recovery. Development cost charges shall be imposed for the purpose of providing funds to assist the District in paying the capital cost of providing, constructing, altering or expanding water and highway facilities to service, directly or indirectly, the development for which the charges are imposed. The following DCC reserves have been established as follows:

Development Cost Charges Reserve Fund – Roads
Development Cost Charges Reserve Fund – Drainage
Development Cost Charges Reserve Fund – Sewer
Development Cost Charges Reserve Fund – Water

b) **Parkland Reserve Fund (Bylaw No. 1022)**

The monies in the Parkland Reserve Fund shall be used for:

- (i) the capital cost of acquiring park land or reclaiming land as park land,
- (ii) providing fencing, landscaping, drainage and irrigation, trails, restrooms, changing rooms and playground and playing field equipment on park land; subject to the restriction that the capital costs must relate directly or indirectly to the development in respect of which the charge was collected;
- (iii) to pay principal and interest on a debt incurred by a local government as a result of an expenditure under paragraph (a) or (b).c

Funding Source

Money received from the sale of parkland, disposal of parkland under Section 27(2)(b) of the *Community Charter*, the provision of parkland on subdivision under Section 941(12) of the *Local Government Act*, and as otherwise provided in the *Community Charter* and *Local Government Act*, must be paid into the "Parkland Reserve Fund".



DISTRICT OF 100 MILE HOUSE Policy & Procedures

3. Unappropriated Surpluses

The District needs to maintain unappropriated surplus balances in its three operating funds (the General Operating Fund, the Sewer Operating Fund and the Water Operating Fund), for working capital purposes, i.e. to provide for operating expenditures before property taxes and/or user fees are collected. Maintaining minimum working capital levels eliminates or reduces the need to borrow externally and/or internally for operations. The District may also require emergency funds from time to time, from any one of its unappropriated surplus balances for unforeseen costs. When this occurs the District needs to rely upon sufficient balances being available in the applicable unappropriated surplus area (general operating, water or sewer).

Minimum and Maximum Surplus Balances Policy

- a) To establish a target of operational surplus in the General Fund in the amount of twenty percent (20%) of the total revenues to a maximum of \$550,000, in a given fiscal year. Any accumulated surplus which exceeds this amount shall be allocated to capital reserves.
- b) to establish a target of operational surplus in each of the Sewer and Water funds in the amount of twenty percent (20%) of the total revenues from sales of sewer and water services in a given fiscal year and any accumulated surplus which exceeds these amounts shall be allocated to the utility reserve fund.

4. Administration

Internal Borrowing

Internal borrowing from specific reserve funds, unappropriated surplus and statutory reserve fund balances shall be permissible as allowed for by legislation, if a clearly defined and attainable payback plan, including payment of foregone interest is in place. Paybacks shall be executed according to plan.

Responsibilities

The Director of Finance shall be responsible for:

- Recommending the necessary contributions and transfers so that the District's Reserve Funds, Statutory Reserve Funds and Unappropriated Surpluses are maintained in accordance with this policy.
- Conduct an annual review of all Reserve Fund, Statutory Reserve Fund and Unappropriated Surplus balances and reporting the results of such a review to Council.
- Recommending revisions or amendments to this Policy, as may be required from time to time, as a result in changes in applicable statutes, accounting standards, economic conditions, etc.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Interest

Reserve Funds and Statutory Reserve Funds shall be paid and allocated interest based on average annual balances and the District's average rate of return on investments.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

5.

FIRE DEPARTMENT

("See Fire Department Policy & Procedure Manual")



DISTRICT OF 100 MILE HOUSE Policy & Procedures

6. INSURANCE

6.1 Council Members

Council members on District business, including travel to or from scheduled meetings or other functions as a representative of the District, will be covered for \$25,000 Accidental Death and Dismemberment Insurance plus \$100 per week Weekly Accident Indemnity with a \$1,000 Accident Reimbursement Benefit. The premiums of this policy shall be paid 100% by the District.

6.2 Coverage

It is Council policy that there be the following coverage in effect:

Non-owned liability; general liability; errors and omissions; property insurance; Workers' Compensation voluntary compensation for volunteer workers; group insurance for life, extended health, dental, disability and salary continuation; professional liability insurance for professional employees such as engineers; special types of insurance available for local governments such as environmental impairment liability, employee dishonesty, money and securities coverage, extra expense, boiler machinery and bridge and tunnel insurance.

A loss prevention program may be implemented including:

- ❖ attendance of employees and elected officials at loss prevention seminars;
- ❖ defensive driving course for employees;
- ❖ building inspection and other educational seminars for employees whose activities could give rise to claims;
- ❖ a policy of scheduled inspections;
- ❖ safety meetings;
- ❖ meetings to remind staff of responsibilities under the *Community Charter* and *Local Government Act*, or bylaws (such as the date for cashing a letter of credit).

A system should be implemented for reviewing contracts and any form of security under any contract to ensure adequate coverage.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

6.3 LIABILITY – DAMAGE CLAIMS

When a member of the public contacts the municipality looking to be compensated for an injury, property damage or economic loss, a **"Notice of Claim"** form (found in Policy & Procedure Forms file) is to be completed and submitted to the Director of Finance so that the claim can be assessed to determine whether it is covered under the insurance policy and has any merit.

Property damage claims directly involving an employee are to be submitted to the employee's immediate Supervisor as soon as possible. The Supervisor, upon being notified of the claim, is to launch an immediate investigation of the matter and submit his findings in writing to the Director of Finance.

Property damage claims not directly involving an employee are to be investigated by the applicable Department Director who will submit his findings to the Director of Finance for appropriate disposition of the matter.

Should the occurrence of an event give rise to a claim, the Director of Finance shall give notice to the Municipal Insurance Association (MIABC) as soon as practicable. Reporting in a timely manner ensures that the ability of the MIABC to defend the claim is not prejudiced it also avoids jeopardizing coverage under the policy. Even minor matters should be reported because all claims have the potential to escalate as the facts develop.

The claimant is to be advised, in writing, of the decision of the Municipality. If the matter is to be referred to the Municipality's insurers for adjustment, the claimant is to be so advised.

NOTE: All damage claim reports are to be copied to the Chief Administrative Officer (CAO) and Municipal Solicitors for their information.

IN-HOUSE HANDLING OF A CLAIM

If the District wishes to handle the claim on its own, it is still important to report the matter to MIABC. The MIABC will open an incident file to monitor the matter.

Bodily injury claims are excluded from the District self-handling. This is because even the smallest bodily injury claims has the potential to escalate into something much larger.

Guidelines for In-House claims

1. The all inclusive settlement must not exceed the deductible amount of \$5,000.00.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

2. Direct negotiation and settlement may only be conducted between the Director of Finance and the claimant or family member of the claimant. If a lawyer or adjuster is acting for the claimant, the matter must be reported to the MIABC.
3. Losses to multiple properties caused by the same event constitute one claim, therefore, the in-house limits of \$2,500 apply to all claims in aggregate. I.e: if a watermain rupture floods seven properties, the District may only handle the claim in-house if the total of all seven claims is within the deductible limit.
4. Once the District is handling a claim in-house, if new information is revealed indicating that the claim is in fact likely to exceed the limit, or if the claimant retains legal counsel, the claim must then be reported to MIABC.
5. Before settlement is concluded, a final release must be signed by the claimant (form available on the MIABC website). The District must keep the original signed release in a permanent file and send a copy to MIABC.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

7. LAND AND DEVELOPMENT

7.1 BOARD OF VARIANCE

Purpose

To establish a policy for the District of 100 Mile House, setting out criteria for considering under what circumstances an individual will be referred to the Board of Variance.

Policy

In considering whether a person may apply for a Board of Variance Order, the District will take into account the following:

- A person may apply for a Board of Variance Order if:
 - a. there is **undue hardship*** caused by a Bylaw regulation as to the siting, size or dimension of a building, the prohibition against structural additions or alterations to a legal non-conforming use or subdivision servicing requirements in an area zoned for agricultural or industrial use;
 - b. the development and the variance are **minor**** in nature;
 - c. an individual feels there has been an error in judgment by the Building Inspector as to the extent of damage to a non-conforming structure.

- A person may **not** apply for a Board of Variance Order if the variance will:
 - a. vary permitted uses or densities under the applicable bylaw
 - b. defeat the intent of the bylaw;
 - c. result in inappropriate development of the site;
 - d. substantially affect the use and enjoyment of adjacent lands; or
 - e. adversely affect the natural environment.

- The fee charged is equivalent to the Development Variance Permit application fee.

The District considers that:

Hardship is related to aspects of the site (ie: a large rock or steep topography) as opposed to general hardships in the area, or hardships generated by the owner. Expense is not a hardship.

**** A minor variance is approximately 10%.**



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.2 HOUSE AND PARCEL NUMBERING

Purpose

To ensure uniformity and effectiveness of property addressing.

Meeting

The Staff Planning Committee will meet as and when required.

Procedure

The following general processes will be employed:

Subdivisions

- When a new legal address is received from the Land Title Office, a new civic address can be assigned. *Note: as Land Title Office registration documentation is often received 3-4 months after the subdivision is registered, we may need to assign new civic addresses earlier - at the time the Approving Officer signs the final subdivision plan. However, the full legal description of new lots may not be known at this time, and entry into the Vadim system will not be possible at this time.
- Addresses will follow the existing addressing scheme in the area (spacing between numbers) wherever possible, and on a system outlined in this document under "Other Guidelines."
- Subdivision Plans – each lot is privately owned and requires a new civic address for each lot created.
- New streets will be named as outlined in the Road Naming Bylaw No. 1225, 2012.

Bare Land Strata

- Where the property is managed through a strata corporation and the road through the subdivision is privately owned and maintained, each parcel is issued its own civic address.

Detailed Process

New Civic Addresses

Assigning **new** civic addresses is required from time to time, usually as a result of subdivision (including strata of existing building or bare land strata developments):



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Allocating a new civic address is triggered by any of the following:

- developer or new property owner inquiry
- notification of registration of subdivision plan in Land Title Office
- Approving Officer's signature on final subdivision plan.

Changes to Existing Civic Addresses

Public inquiry, errors or anomalies detected by municipal staff trigger modifications to existing civic addresses.

The following process will be utilized when assigning new civic addresses or modifying existing civic addresses:

- Staff Planning Committee ~~meets to~~ reviews and comments on assignment of new civic address
- A new civic address is identified and a copy of relevant section of civic address map is printed
- **For altering existing civic addresses only**, the property owner is notified in writing as to the District's intention to re-assign the house or parcel number, and is provided adequate time (usually 2-4 weeks) to submit comments or concerns regarding the proposed change. Adjoining property owners and/or other affected property owners may also be notified in advance of a final decision.
- Notification of new civic address is made to the following:
 - property owner/developer
 - Cariboo Regional District 911 Services
 - BC Assessment
 - BC Elections
 - Canada Post
 - BC Hydro
 - Fortis BC
 - Telus
 - 100 Mile House Fire Department
 - Other agencies as required (ie: RCMP, realtors, etc.)
- A copy of the District's notification letter is sent to BC Assessment and the accompanying map provided to the Finance Clerk for input into Vadim system and filed in the folio.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- New civic address is entered into GIS system.

Public Requests

The Staff Planning Committee will consider requests from the public for a change to an existing civic address, under limited circumstances.

The following procedural guidelines apply:

- The request must be in writing outlining reasons for the request.
- Valid reasons for changing an address are:
 - To correct past errors in addressing
 - Duplication of numbers on a street
 - Changed layout as a result of subdivision
 - Reconstruction or modification of a building to face a different direction, especially on corner lots
 - Other reasons may be acceptable ONLY if they eliminate addressing conflicts or confusion
- Unit Numbers:
 - The District will assign unit numbers to malls and strip malls
 - The District will not assign unit number to illegal suites, internal offices or rooms within a building, offices within offices, or to strata buildings or residential apartment buildings having a shared entrance to multiple interior suites.

Other Guidelines

- Numbers will be assigned to minimize confusion.
- House and parcel numbers will be a minimum of 4 inches in height.
- For new construction, reflective address numbers or numbers on a reflective background will be required.
- No number will be used more than once on the same road. In cases where road names include a South-North or East-West designation, no number will be used more than once, regardless of the designation (ie: Birch Avenue South and Birch Avenue North should not have the same house number).



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- Where a civic address is required for duplex, triplex, or fourplex units on single lot, one civic address for the entire property will be assigned, with units issued numbers (prefix). The individual unit numbers will be the same size as the main civic address number and will be designated as follows: when facing the building from the street, unit numbers will begin with 1 on the left hand side and 2, 3, 4 as applicable progressing to the right hand side. This procedure will also be used for units in commercial and industrial buildings as well as strata complexes, where applicable.
- Where there are multiple buildings on a single lot, one civic address for the entire property will be assigned, with each building on the lot issued letters (ie: 555 A Cedar Avenue references Building A).
- Where there are upper floor units in commercial and industrial buildings, they will be assigned numbers (prefix) as follows: 1st floor units are numbered 0-19, 2nd floor units are numbered 20-29, 3rd floor units are numbered 30-39, etc.
- For secondary suites (usually a basement) in a single family dwelling, one civic address will be issued for the entire property, with the main floor unit assigned "A" and the basement unit assigned "B".
- For an apartment building on a single lot, one civic address will be issued for the entire property, with individual apartment units numbered as deemed appropriate and in consultation with the property owner.
- Buildings on corner lots are to be numbered to correspond to the direction in which the front entrance faces the road.
- Notification to Canada Post and the utility companies noted in this procedure is done as a courtesy by the District of 100 Mile House.
- Most of the civic addresses in the District are 3 digits. If practical, the 3-digit system will be retained. However, 2-digits and 4-digits will likely be required with development expansion.
- For basement suites in single detached dwellings, the main floor unit will be Unit #A and the basement suite unit will be Unit #B (basement).
- Existing municipal addresses assigned to rear commercial units prior to the adoption of this policy shall remain valid. No new municipal addresses shall be assigned to commercial units located in the rear area of a building, whether or not the unit has a primary access and frontage on a named public roadway.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Civic Addressing Key

Suite Number



Street Number



Building Number (House Suffix)

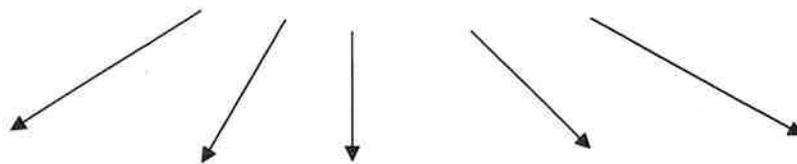


Street Name



Street Type

1 123A Main Street



Suite Number Street Number Building Number Street Name Street Type



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.3 PARKS AND RECREATION DEVELOPMENT

Purpose

To establish a policy for the District of 100 Mile House Council to:

- plan for
- prioritize
- evaluate new parks and recreation projects

Policy

In planning for, prioritizing, and evaluating new parks and recreation projects, the District will take into account the following:

- Guiding principles identified in the Parks and Recreation Development Plan
- Internal budgetary considerations
- External funding sources and collaborative partnership opportunities
- Staffing considerations
- Scope of the project
- Community support for the project
- Long term sustainability



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.4 ROAD NAMING

Purpose

To provide a framework for the assignment of new street names in the District of 100 Mile House.

Process

Council will consider names for unnamed / new roads within the District, as follows:

1. Upon written request from developers, community groups, individual citizens, etc. Suggestions for new road names are encouraged and will be considered.
2. At its own initiative, should a road require naming or renaming.

Guidelines for Selecting New Road Names

Council will consider the following guidelines when naming new roads:

1. Roads will be named in accordance with *Road Naming Bylaw No. 1225, 2012*.
2. Precedence will be given to keep the name of the road in the same theme as the surrounding roads (i.e. tree theme).
3. Names with local historical significance will be of primary consideration.
4. Road names will not be duplicated within the community, within the jurisdiction of the surrounding Cariboo Regional District, nor within the 911 boundary dispatch area.
5. An appropriate street name suffix will be used.
6. If a named road exists at one side of the street, that name should apply to any extension directly in line with it across the intersecting street.
7. North-South and East-West designations will be avoided as much as possible. Where not possible to avoid, the road name will be preceded by the directional designation and thereby form part of the road name (i.e. North Birch Avenue, not Birch Avenue North).



DISTRICT OF 100 MILE HOUSE Policy & Procedures

8. Generally, roads running North-South will be designated as “avenues”, roads running East-West will be designated as “streets”, and roads within the peripheral neighbourhoods of the community, or of rural character may be designated as “roads”. Other designations will be considered as appropriate.

Council will take into account the above guidelines when choosing road names; however, the final decision regarding any and all road names will remain at Council’s sole discretion and may or may not reflect the above principles in whole or in part.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.5 ILLEGAL SECONDARY SUITES

Purpose

To establish procedural standards to assist staff in handling complaints and otherwise dealing with Illegal Suites.

Policy Statement

Council recognizes the need for additional affordable housing options and therefore, supports this policy to harmonize existing illegal, non-compliant suites into the housing into the District's inventory.

Limitations

In preparing this Policy, Council has assessed the limited equipment, materials, personnel, and financial resources available to the District for Illegal Suite identification, inspection, and enforcement. Council recognizes that there are Illegal Suites that have not yet been identified and/or inspected and those may include Illegal Suites that pose a safety hazard. Council further recognizes that, as a result of the budgetary and resource limitations described above, the District does not have the capacity to proactively identify, remove, or mitigate such safety hazards. As a result, Illegal Suite identification, inspection, and enforcement will be conducted within the District's limited availability of equipment, materials, personnel, and financial resources, as set out in this Policy

DEFINITIONS AND INTERPRETATION:

Any enactment referred to in this Policy is a reference to a provincial or federal enactment, as the case may be, as amended, revised, consolidated, or replaced from time to time, and any bylaw, policy, or standard referred to herein (as may be cited by short title or otherwise) is a reference to a bylaw, policy, or standard of the District of 100 Mile House, as amended, revised, consolidated, or replaced from time to time.

The following definitions apply to this Policy:

"BC Assessment"	means the Provincial program which develops and maintains real property assessments throughout British Columbia
"Building Bylaw"	means the District's <i>Building Bylaw No. 695, 1996</i> ;
"Building Inspector"	has the meaning set out in the <i>Building Bylaw</i> ;
"Building Permit"	has the meaning set out in the <i>Building Bylaw</i> ;
"Decommission"	has the meaning ascribed in section 4.1 of this Policy;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- “District”** means the District of 100 Mile House
- “Fees and Charges Bylaw”** means the District’s *Fees and Charges Bylaw No. 1434, 2024*;
- “Final Inspection Report”** means the approved final completion inspection report issued by the District’s Building Inspection under the *Building Bylaw*;
- “Illegal Dwelling Unit”** means a building, or part of a building that:
- is a self-contained residential accommodation unit;
 - has cooking, sleeping, and bathroom facilities; and
 - is located on commercial, industrial, or other property that does not contain a Primary Dwelling Unit;
- “Illegal Suite”** includes both:
- (a) Illegal Dwelling Units; and
 - (b) Secondary Suites that:
 - (i) were not disclosed to the Building Inspector as required under the *Building Bylaw* or its Predecessor Regulations;
 - (ii) were constructed without a Building Permit contrary to the provisions of the *Building Bylaw* or its Predecessor Regulations;
 - (iii) have not been inspected by the Building Inspector contrary to the provisions of the *Building Bylaw* or its Predecessor Regulations;
 - (iv) have not been issued a Final Inspection Report by the Building Inspector contrary to the provisions of the *Building Bylaw* or its Predecessor Regulations; or
 - (v) are located in a zone or in a building which does not allow Secondary Suites.
- “Legal Suite”** means a Secondary Suite that:
- (a) was constructed in full compliance with the *British Columbia Building Code* and *Building Bylaw* or their Predecessor Regulations;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

(b) was constructed in full compliance with the *Zoning Bylaw* or its Predecessor Regulations, or meets the criteria of a lawful non-conforming use as defined in the *Local Government Act*; and

(c) has been issued a Final Inspection Report;

“Predecessor Regulations” means the preceding federal or provincial enactment, or the preceding District bylaw, that was in force at the applicable time;

“Primary Dwelling Unit” means the principal dwelling unit on a property and does not include a Secondary Suite;

“Secondary Suite” means a building, or part of a building, that:

- (a) is a self contained residential accommodation unit;
- (b) has cooking, sleeping, and bathroom facilities; and
- (c) is secondary to a Primary Dwelling Unit located on the same property;

“Utility Fees” means the water and sanitary sewer fees prescribed in the *Fees and Charges Bylaw*; and

“Zoning Bylaw” means the District’s *Zoning Bylaw No. 1290, 2016*.

PART 1 - APPLICATION

1.1 This Policy only applies to Illegal Suites within the District’s jurisdiction. For clarity, this Policy does not apply to new construction or renovation work to create a new Secondary Suite in compliance with the *Building Bylaw* and *Zoning Bylaw*.

PART 2 – IDENTIFICATION OF ILLEGAL SUITES

2.1 Due to the budgetary and resource constraints and the existence of an unprecedented housing crisis, the District will not proactively attempt to identify Illegal Suites within its jurisdiction.

2.2 From time to time, the District may become aware of Illegal Suites within its jurisdiction by way of:

- (a) complaints;
- (b) inspections;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- (c) property owner disclosure;
- (d) tenant disclosure;
- (e) BC Assessment Roll notifications; and
- (f) other public sources, including but not limited to:
 - (i) real estate listings;
 - (ii) realtor inquiries;
 - (iii) advertisements; and
 - (iv) social media.

2.3 The District will create an Illegal Suites registry. As budgetary and resource constraints permit, District staff may update the Illegal Suites registry to include a description of known Illegal Suites. The Illegal Suites registry is for internal purposes only, and the District expressly does not represent or guarantee that the Illegal Suites registry contains an exhaustive list of all known Illegal Suites, or that it is accurate or up-to-date.

2.4 When the District identifies an Illegal Suite pursuant to section 2.2 of this Policy, the District may, but is not required to, file notice under section 57 of the *Community Charter* on title to the property.

PART 3 – NOTIFICATION

3.1 When the District identifies an Illegal Suite pursuant to section 2.2 of this Policy, District staff will endeavor to issue a written notice to the property owner:

- (a) advising that the District has determined their property contains an Illegal Suite;
- (b) confirming that the property owner is required to comply with the District's utility billing, addressing, and garbage collection bylaws and policies in respect of the Illegal Suite as set out in this Policy; and
- (c) directing or recommending one or more of the following:
 - (i) that the property owner Decommission the Illegal Suite in accordance with section 4.1 of this Policy;
 - (ii) that the property owner bring the Illegal Suite into compliance with the British Columbia *Building Code* and District bylaws; or
 - (iii) that the property owner decide by a specified date whether to Decommission the Illegal Suite or bring the Illegal Suite into compliance with safety regulations, including compliance with the



DISTRICT OF 100 MILE HOUSE Policy & Procedures

British Columbia *Building Code*, *BC Fire Code*, District bylaws and/or any other applicable enactment.

- 3.2 The District may, from time to time, notify BC Assessment of any Illegal Suites of which the District has knowledge.

PART 4 – DECOMMISSIONING OR LEGALIZING

- 4.1 To Decommission an Illegal Suite, the property owner must:
- (a) remove all cooking facilities, including stove, oven, exhaust fans, and related wiring; and
 - (b) arrange for the Building Inspector to inspect and certify that the Illegal Suite has been Decommissioned.
- 4.2 If a property owner wishes to bring their Illegal Suite into compliance with the British Columbia *Building Code*, *BC Fire Code*, and District bylaws, the property owner should contact the Building Inspector to discuss the requirements.

PART 5 – UTILITY BILLING, ADDRESSING, AND GARBAGE COLLECTION

- 5.1 When, pursuant to sections 2.2 and 3.1 of this Policy, the District has identified an Illegal Suite and notified the property owner, the District will immediately begin charging the property owner Utility Fees in respect of the Illegal Suite as if it were a Legal Suite. For clarity, the District will allow only one water service and one sewer service per property containing a primary dwelling and a Secondary Suite.
- 5.2 The Utility Fees for an Illegal Suite will be added to the utility account of the Primary Dwelling Unit located on the same property.
- 5.3 When, pursuant to sections 2.2 and 3.1 of this Policy, the District has identified an Illegal Suite and notified the property owner, the District may, upon written request of the property owner:
- (a) arrange for a second set of garbage and recycling totes to be delivered to the property; and
 - (b) assign a civic address to the Illegal Suite in accordance with the District's Civic Addressing Policy.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

PART 7 – ENFORCEMENT

- 7.1 The District will determine whether or not to investigate complaints about Illegal Suites on a case-by-case basis, in accordance with its budgetary and resource capacity.
- 7.2 Nothing in this Policy restricts the District's ability to enforce against Illegal Suites, at its discretion.
- 7.3 Nothing in this Policy creates a duty of care on the part of the District, its staff, officials, or other representatives (collectively, the "District Parties") to any third party, and none of the District Parties are liable for loss or damage of any kind for the doing of anything, or the failure to do anything, under this Policy.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.6 AGRICULTURAL LAND RESERVE EXCLUSION

Purpose

As a result of amendments to the *Agricultural Land Commission Act*, private landowners are no longer permitted to make Agricultural Land Reserve (ALR) exclusion applications. Only local governments, certain First Nations governments, and other prescribed public bodies may apply to exclude land from the ALR.

This Policy guides the District of 100 Mile House's response to requests by landowners for the District to apply on their behalf to the Agricultural Land Commission (ALC) for exclusion. This Policy may be amended from time to time, as deemed necessary by the District. All stages of a particular expression of interest or exclusion application will be processed in accordance with this Policy in place at the time.

Policy

1. **Eligibility**

1.1 The District of 100 Mile House will consider ALR exclusion requests as they are made.

1.2 Landowners will be encouraged to seek approvals from the ALC as an alternative to exclusion applications, such as filing a non-farm use application.

1.3 The District of 100 Mile House will generally support maintaining the integrity of the ALR and its existing boundaries while **considering economic opportunities**.

2. **Procedure**

All eligible landowner ALR exclusion requests must follow the procedure outlined below:

- 2.1 The Applicant is responsible for all fees and costs associated with the Exclusion Application Including, without limitation, all fees payable to the District pursuant to this Policy and the applicable District bylaws, all fees payable to the ALC, all notice, advertising and public hearing costs, the District's legal fees, the District's agent fees, the Applicant's own legal and agent fees, the cost of all reports, analyses and other information or documentation required by the District or the ALC, and all other ancillary fees and costs required to advance the Exclusion Application. All fees and costs must be paid in advance, and any unpaid fees or costs may result in the District abandoning or withdrawing the application.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- 2.2 Landowners wishing to seek an ALR exclusion (an "Applicant") must provide the District's Planning Department a written expression of interest ("Expression of Interest") together with the applicable non-refundable fee stipulated in the current *District of 100 Mile House Fees and Charges Bylaw* (the "*Fees and Charges Bylaw*").
- 2.3 The Planning Department staff will review Expressions of Interest for eligibility, then staff will contact the landowner and invite them to submit a complete Exclusion Application.
- 2.4 A complete Exclusion Application will consist of:
- a) an "*OCP Bylaw Amendment Application Form*", together with all required attachments, and payment of the applicable OCP amendment fee(s) stipulated in the *Fees and Charges Bylaw*; and
 - b) an "ALR Exclusion Private Landowner's Application Form", together with all supporting documents and information specified in the Application Form and payment of the applicable fee(s) stipulated in the *Fees and Charges Bylaw*.
- 2.5 Upon receipt of a complete Exclusion Application, District staff will review it for completeness, and if complete:
- a) both the *OCP Bylaw Amendment Application* procedures and the Exclusion Application procedures may be initiated and run concurrently;
;
 - b) the District, at its sole discretion, may defer adoption of an *OCP Bylaw* amendment, or any portion thereof, until the ALC has issued a final decision regarding the Exclusion Application; and
 - c) District staff will refer the Exclusion Application to applicable agencies and departments for comment.
- 2.6 District staff will evaluate an Exclusion Application with reference to:
- a) relevant District bylaws, policies and future land use and planning priorities and strategies for the area;
 - b) surrounding land uses;
 - c) the continuity of the ALR in the area;
 - d) the parcel size;
 - e) the soil and agricultural capability; and



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- f) other site-specific and area considerations, deemed appropriate by the District.
- 2.7 District staff will present the Exclusion Application to Council for consideration, together with a recommendation whether or not to authorize a public hearing.
- 2.8 If Council adopts a resolution to proceed with a public hearing, the Exclusion Application will continue forward upon receipt of the non-refundable Public Consultation Fee and the non-refundable Notice Fee stipulated in the *Fees and Charges Bylaw*.
- 2.9 If Council does not adopt a resolution to proceed with a public hearing, the Exclusion Application is officially denied and proceeds no further.
- 2.10 Upon authorization of a public hearing, the Applicant must place signage on all lands that are the subject of an Exclusion Application. District staff will provide the Applicant with particulars of required content for the signs. The Applicant is responsible for production and placement of required signage and must provide staff with phot documentation confirming that the signage has been posted on the subject lands.
- 2.11 Upon receipt of the non-refundable Notice Fee stipulated in the *Fees and Charges Bylaw*, the District will publish notice of the public hearing in accordance with statutory requirements. The District will include the following information in the notice:
- a) the general intent of the proposed exclusion;;
 - b) the civic and legal description of all lands proposed to be excluded;
 - c) the date, time and place of the public hearing; and
 - d) when and where a copy of the Exclusion Application may be inspected.
- 2.12 District staff will invite the Applicant to attend the public hearing at which Council will consider the Exclusion Application. The District may request that the Applicant attend in person and electronically.
- 2.13 At the public hearing of an Exclusion Application:
- a) a Public Hearing Report will be presented to District Council, which will include: staff evaluations, referral comments, and a summary of comments received in response to the signage and advertising; and
 - b) more than one Exclusion Application may be considered at the same public hearing.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- 2.14 Upon considering the matter, at a subsequent hearing, Council will either:
- a) adopt a resolution in favour of the Exclusion Application, and direct District staff to submit the appropriate materials to the ALC; or
 - b) decline to adopt a resolution in favor of the Exclusion Application, in which case, the Exclusion Application is officially denied and proceeds no further.
- 2.15 Upon receiving direction from Council pursuant to section 2.14 (a) of this Policy, District staff will submit the Exclusion Application on behalf of the Applicant by means of the ALC application portal.
- 2.16 The ALC considers and decides on the Exclusion Application in its sole and absolute discretion. The District does not make any representations whatsoever regarding the ALC's processing time or its ultimate decision. While the ALC's decision is pending, the required signage must remain in place on the subject lands.
- 2.17 The District will notify the Applicant once the ALC has advised the District of its decision.
- 2.18 If the ALC approves the Exclusion Application, the *OCP Bylaw* amendment procedure may resume. Any other requirements of the Exclusion Application, such as rezoning, subdivision, Development Permit or Building Permit may then proceed in the usual manner.
- 2.19 ALC approval of an Exclusion Application does not guarantee that other approvals such as rezoning, subdivision, Development permits, or Building permits will be granted by the District and the District's willingness to participate in the procedures associated with the Exclusion Application shall not derogate from, prejudice or otherwise affect the rights and powers of the District in respect of such matters.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

7.7 PRIVATE FIRE HYDRANT TESTING & MAINTENANCE

Purpose

This policy:

- a) clarifies the District's role with respect to the installation, inspection, maintenance and repair of Private Fire Hydrants within the District., and
- b) sets clear standards for the installation, inspection, maintenance and repair of Private Fire Hydrants within the District.

Definitions

The following definitions apply to this Policy:

"District" means the District of 100 Mile House

"Owner" means the registered owner on title of land on which a Private Fire Hydrant is located.

"Private Fire Hydrant" means any fire hydrant that is not a Public Fire Hydrant and includes, without limitation, any fire hydrant located on strata property or in a Mobile Home Park.

"Public Fire Hydrant" means any fire hydrant that is both owned by the District and located on:

- a) a public roadway or right-of-way;
- b) property owned by the District; or
- c) an easement or statutory right-of-way held in favour of the District for the purpose of installing and maintaining a water distribution system;

"Mobile Home Park" has the meaning ascribed in the District's *Mobile Home Parks Bylaw No. 1379, 2024*.

Application

This Policy applies to all Private Fire Hydrants within the District. For clarity, this Policy does not apply to any Public Fire Hydrants within the District.

Private Fire Hydrants Requirements

1. The Owner of land on which a Private Fire Hydrant is located must, at their own cost:
 - a) maintain, inspect, test repair, and replace each Private Fire Hydrant on their land;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- b) maintain the 1.5 meter area surrounding the Private Fire Hydrant clear, flat, stable and unobstructed;
- c) maintain the ground around the Private Fire Hydrant so as to provide a clear view of the Private Fire Hydrant from the street when being approached from either direction;
- d) ensure that the District has unencumbered access to each Private Fire Hydrant;
- e) immediately report to the District:
 - i. any deficiencies which affect the ability of the Private Fire Hydrant to perform in accordance with the *Fire Code* or this Policy;
 - ii. the failure of a Private Fire Hydrant to conform in any way to the *Fire Code* or this Bylaw, and
- f) bag or cover any Private Fire Hydrant that is out of service for any reason, in such a way that:
 - i. completely covers the Private Fire Hydrant and all ports;
 - ii. the bag will not be affected by weather of any kind; and
 - iii. the bag can be secured so as to prevent unauthorized access.

The Owner of land on which a Private Fire Hydrant is located must test all Private Fire Hydrants located on their land:

- a) annually; and
- b) following any use,

and must make any necessary adjustments, repairs, and replacements as necessary to keep the Private Fire Hydrant functioning properly at all times.

All Private Fire Hydrant testing must be completed by qualified professionals in accordance with the guidelines set forth in the *British Columbia Fire Code* and its regulations, as amended, repealed, or replaced from time to time.

All Private Fire Hydrants within a Mobile Home Park must be installed such that:

- a) the Private Fire Hydrant is connected to the Mobile Home Park's internal water supply;
- b) no Mobile Home Site is more than 400 feet (121.9 meters) from a Fire Hydrant; and
- c) the internal mains servicing Private Fire Hydrants must be at least six (6) inches in diameter.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

8. LEGAL

8.1 BYLAW ENFORCEMENT AND COMPLIANCE

Policy Objective

The District of 100 Mile House will, from time to time and in accordance with this policy, take enforcement action with respect to contraventions of its bylaws. It is the goal of Council to achieve voluntary compliance through increased public education and awareness of District regulations and their rationale. To address complaints in a fair and consistent manner, a policy is required for the general enforcement of bylaws.

The purpose of this policy is to provide guidance to staff on the receipt of complaints and initiation of investigation and enforcement proceedings related to contraventions of bylaw. The District of 100 Mile House has no duty to take enforcement action with respect to every contravention of a bylaw that may occur within its jurisdiction. The District will use discretion on a case-by-case basis to evaluate contraventions, and take reasonable steps to investigate contraventions in accordance with this policy and operational guidelines of the District. Council may provide other policy guidance or direction on specific complaints or enforcement issues.

Definitions

"Bylaw Enforcement Officer" is a person prescribed under the *Community Charter* who is designated by a local government as a Bylaw Enforcement Officer

"Valid Complaint" means a complaint that describes the location and general nature of a potential bylaw contravention, which includes the complainant's name, address and telephone number, and which is not a vexatious complaint.

"Vexatious Complaint" means a complaint that is made for retaliatory or bad faith purposes, or otherwise forms part of a pattern of conduct by the complainant that amounts to an abuse of the complaint process.

Priority of Investigations

Upon receipt of a bylaw complaint, infractions will first be ordered on the basis of the date the complaint was received, and will then be assigned a priority level of:

Priority #1: the alleged bylaw violation may adversely impact the environment or public safety. These violations will be investigated and enforced as soon as possible given the availability of staff or other resources. Prior warning notices or education may not be appropriate or practical.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Priority #2: the alleged bylaw contravention is significantly impacting adjacent properties in a negative manner, but it generally does not pose an immediate risk to the health or public safety of the community. The District's investigation and enforcement of Priority 2 matters will most often be initiated in response to valid complaints received by the District.

Priority #3: the alleged bylaw contravention may be a matter that is a general community concern. These contraventions are less serious in nature and generally do not affect the health or public safety of the community. The District's investigation and enforcement of Priority #3 matter is initiated in response to complaints. Staff receiving a complaint will use discretion to determine where there is sufficient geographic or other connection between the complainant and the location of the alleged violation to constitute a valid complaint. Investigating staff will focus on education and will provide opportunities to bring the property or situation into compliance that are appropriate in the circumstances. If a confirmed violation is minor in nature and/or if it appears the complaint may be a vexatious complaint or is part of a larger neighbourhood conflict, staff may conclude it is not in the District's or community's best interest to pursue the matter.

Complaints

Bylaw complaints shall be in written form and signed by the complainant. The complaint may be made by letter, email or on a form provided by the District. The District will, upon request, email/mail a complaint form to the complainant.

The complainant is to provide the name, address, telephone number, and nature of the complaint.

Complaints that fall within the scope of Priority #1 and require immediate investigation to preserve life or to address immediate health or safety violations or risks to the environment may be made verbally.

The District's bylaw enforcement resources are prioritized to ensure the timely receipt and investigation of complaints. It is not the District's practice to proactively provide follow-up information to complainants. Staff will respond to specific requests for information (subject to confidentiality requirements) as time permits.

Upon receipt of a complaint, the District staff will:

- Provide acknowledgment of receipt of the complaint;
- Conduct a preliminary review of the complaint to ensure it is a valid complaint and



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- directly related to an enforceable bylaw;
- Log and record the complaint and assign it to the Bylaw Enforcement Officer for follow-up and investigation; and
- Direct the complainant to the appropriate agency if the complaint is outside the District's jurisdiction.

Anonymous Complaints: will not be investigated unless potential safety, health, or liability issues are identified.

Vexatious Complaints will not be acted on.

Investigations

A Bylaw officer, acting in the regular course of his or her duties, may initiate investigations and conduct inspections to determine compliance with all regulations, prohibitions and requirements of District bylaws.

As the District does not have the resources to proactively ensure compliance with all bylaws at all times, bylaw contravention investigations will primarily be initiated by public complaints.

Upon receipt of an assigned valid complaint, the Bylaw Enforcement Officer will begin an investigation in accordance with the priorities described in this policy and by operational procedures developed by staff.

If during an investigation, the Bylaw Officer determines that the issue is a civil matter, any persons involved will be notified and the investigation halted.

Enforcement

Where investigation reveals a contravention, the primary goal of enforcement action is to achieve voluntary compliance with District bylaws through communication, education and non-penalty enforcement, including providing a reasonable timeframe to comply.

Occasionally, compliance based on education or warning notices may not be appropriate or effective. In some cases, a more direct enforcement approach is required and may include immediate ticketing. In determining whether to issue a bylaw fine, the Bylaw Enforcement Officer may consider one or more of the following criteria:

- If human health, safety or security is at risk;
- If environmental safety or security is at risk;
- If the infraction is occurring on public property
- If Council has prioritized direct enforcement to address a specific issue or type of



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- issue; and/or
- If the offence is reoccurring.

Bylaw Enforcement Notices may be issued at the discretion of the Bylaw Officer and in accordance with this Policy, the *District of 100 Mile House Municipal Ticket Information Bylaw No. 1340, 2019*, *Bylaw Notice Enforcement Bylaw No. 1429, 2026* and the *Local Government Act*.

The Bylaw Enforcement Officer will maintain written records of inspections and investigations undertaken and record the disposition of all complaints received. All records are to be stored at the District municipal office.

Where the District seeks to recover the expense of direct or remedial enforcement measures from a person in contravention of a bylaw, reasonable efforts will be made to provide the person with an estimate of the cost of the expense prior to undertaking the direct or remedial action.

Confidentiality

Confidentiality is necessary to ensure complainants are not exposed to retaliation or other adverse actions as a result of the complaint, and to maintain effective investigation techniques. The identity of the complainant and any identifying information will not be disclosed to the alleged offender or any member of the public, except as required by law. Likewise, the details of an investigation or enforcement steps will not be disclosed to the complainant.

Despite the foregoing, the District will not guarantee the anonymity and confidentiality of complainants and may disclose personal information in bylaw enforcement files in the following circumstances:

- If the complaint has been publicly disclosed by the complainant;
- If the investigation results in enforcement proceedings and disclosure is necessary to proceed with enforcement;
- If disclosure is required pursuant to the terms of the *Freedom of Information and Protection of Privacy "Act* or pursuant to an order issued by the Information and Privacy Commission under the Act; and
- Where disclosure is otherwise required by law.

General

The individual members of Council will not be involved in day-to-day bylaw enforcement matters. Council may, through a formal decision of Council, direct staff to investigate or enforce with respect to a specific complaint or enforcement issue.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

An individual member of Council may refer a matter to the appropriate department for review by the Bylaw Enforcement Officer.

The safety of District staff is of utmost importance. If a Bylaw Enforcement Officer is verbally or physically threatened or assaulted while administering the bylaws of the District, no further action will be carried out until a written statement has been completed and forwarded to the District of 100 Mile House RCMP and appropriate security measures are taken to safeguard the Bylaw Enforcement Officer, which may include but is not limited to arranging for a police officer to accompany the Bylaw Enforcement Officer in carrying out his/her duties.

The Bylaw Enforcement Officer may enter on or into property without the consent of the owner or occupier for the purposes of bylaw enforcement in accordance with the applicable provisions of the *Community Charter*.

A decision made by a Bylaw Enforcement Officer in handling a complaint or enforcement matter is subject to review by the Officer's supervisor or management staff responsible for the Department that has conduct of the file.

8.2 DAMAGE TO MUNICIPAL PROPERTY

Any person, or persons, caught damaging Municipal property will be charged and prosecuted to the full extent of the law.

Full financial restitution will be required from persons found guilty of destroying, defacing and/or otherwise damaging Municipal property.

8.3 LITIGATION

In circumstances where the alleged infraction of a Municipal bylaw or regulations has reached the point where the next step is the initiation of legal action against the offending party, a complete written report detailing all aspects of the case is to be submitted to the CAO.

The CAO, after reviewing the matter, will submit the written report, together with his/her recommendation, to Council, which will make the final determination to proceed with litigation.

8.4 OBTAINING INFORMATION

In matters which have been referred to the Municipal Solicitor, and is therefore considered "In Camera" material, the CAO will act as the contract person. Any member of Council or staff desiring information on such matters is to obtain the information desired in concert with the CAO or in the CAO's absence, the Deputy Administrator, and circulate to all members of Council as soon as practical.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

8.5 REWARD FOR REPORTING VANDALISM

Council established a policy whereby up to \$1,000 reward to be paid for information leading to the apprehension and conviction of persons doing damage to District properties.





DISTRICT OF 100 MILE HOUSE
Policy & Procedures

9.

PERSONNEL

("See Human Resources Policy Manual")





DISTRICT OF 100 MILE HOUSE Policy & Procedures

10. RISK MANAGEMENT – BUILDING INSPECTIONS

10.1 COORDINATOR

The Director of Engineering and Community Services is the Risk Management Coordinator for the Municipality.

10.2 RISK MANAGEMENT PLAN

The elected local government should establish a Risk Management Plan as a policy by way of resolution.

It is recommended that the Risk Management Plan contain the elements set out below.

- (a) All building regulation related bylaws should be scrutinized to identify and then repeal any provisions which impose a duty on local government staff and in particular a duty to enforce or administer the provisions of those bylaws. An example of phraseology imposing a duty is “the Building Inspector shall enforce the provisions of this Bylaw.”
- (b) To the limited extent possible, duties and obligations should be transferred from local government to those benefitting from its services. For example, a building bylaw should require the contractor to obtain inspections (as opposed to the Kamloops bylaw referred to the Nielsen case pursuant to which the Building Inspector was obligated to enforce its provisions). The local government should have plans, other than single family residential or duplex housing, checked and construction supervised by an appropriate registered professional who thereby takes on a measure of liability. A local government to the extent permitted by the law should obtain an indemnity, release and save harmless covenant from the contractor or owner of a development.
- (c) Whenever the administration of local government learns of dangers arising from bylaw violations or otherwise that could cause reasonably foreseeable damage to third parties to whom the local government owes a duty of care, if the administration is unable through “operational” decisions to terminate the danger the matter should forthwith be referred to the elected local government for a “policy” decision. For example, if the danger arises from a bylaw in Court, do nothing (for reasons which are in good faith) or to pursue some third course.
- (d) The ignoring of a stop work order violation gives rise to serious consequences. A local government can only safely ignore such violations if a policy decision (for good faith reasons) has been made by the elected local government.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- (e) As building inspections are a particularly potent source of liability, local governments should closely monitor the activities of their building inspectors to ensure on an ongoing basis that the high standards demanded by the Courts are being met.
- (f) Local government employees and elected officials should continuously be aware of new developments in negligence law arising from Court decisions, new legislation or new code amendments.
- (g) Local governments should add a disclaimer to building ~~and occupancy permits~~ to provide that the local government assumes no responsibility whatsoever for the effects of issuing the permits.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

11. RISK MANAGEMENT-COMMUNITY SERVICE

11.1 COORDINATOR

The Director of Engineering and Community Services is the Risk Management Coordinator for the Municipality.

11.2 RISK MANAGEMENT PLAN

There should be a policy statement approved by the elected local government to govern risk management in the community. The officers and employees of the local government shall then develop technical expertise and procedures and support services to administer the Risk Management Plan.

An essential component of the Plan is establishing a timetable and system for inspections based on the budget of the local government. For example, based on fiscal considerations, a policy for inspecting sidewalks, roads, sewer and water trunk mains and drainage facilities should be established so that the local government is only liable for negligently responding to known hazards resulting from an inspection or complaint.

11.3 INSPECTIONS

It is necessary based on Council's policy resolutions, to identify what in the Community Service department may cause loss, damage, or personal injury. The inspection policy, based on realistic budgetary considerations, should establish a timetable and manpower levels for the following steps:

1. Regular inspection of Community Service facilities and property owned by the local government to identify hazards or potential hazards.
2. Establishment of maintenance patrol system conducted as regularly as possible at the level of Operations Supervisor.
3. Establishing a form for recording complaints from the public regarding hazards, potential hazards or situations requiring maintenance or repair.
4. Scheduled meetings of senior staff to review previous accident information resulting in recommendations for future prevention.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

If the Risk Management Plan and Inspection Policy are administered carefully in a reasonable manner, the local government's exposure to liability is significantly limited. This is because liability does not flow from policy decisions of local governments or from operational conduct which is carried out carefully and reasonably.

11.4 RESPONSE TO HAZARDS

If during the inspection or maintenance program implementation a hazard is identified, the Community Service department should respond as follows:

1. Develop standards of maintenance that will remove most of the hazards - there should be an optimal level of maintenance established for Community Service.
2. Establish a system to record how hazards are eliminated, when the work was done, how it was done and by whom.
3. Develop a priority system for removing major hazards that go beyond the realm of day to day quality standards for maintenance operations.
4. Establish a training program for all Community Service staff as regards to the Risk Management Plan, inspections and responses to hazards.

11.5 ENTERING PRIVATE PROPERTY

District employees will not enter onto private property for the purpose of doing any work for individual citizens unless a "**Permission to Enter Property and Perform Work**" form (found in Policy & Procedures Form file) has been completed. District employees should ensure the form is signed before entering on private property. Employees are not to enter private property merely on the basis of verbal consent.

11.6 WHEELCHAIR ACCESS ON NEW CONSTRUCTED SIDEWALKS

Council is committed to increasing accessibility to the community for all of its citizens, therefore all newly constructed sidewalks and walkways will be wheelchair accessible.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

12. RISK MANAGEMENT – ENVIRONMENTAL

12.1 COORDINATOR

The Administrator (CAO) is hereby designated the environmental liability coordinator for the purposes of this section.

12.2 RISK MANAGEMENT PLAN

The officers of the Municipality and other department heads shall meet with the environmental liability coordinator once per annum to review previous hazard information, resulting in recommendations to Council for future prevention or amendments to this policy.

The CAO shall cause to be prepared a form for recording complaints from the public regarding environmental hazards, potential hazards or situations requiring maintenance or repair.

The District inspection plan comprises the following timetable and manpower levels:

- (a) inspection once per annum of public works facilities and property owned by the District to identify environmental hazards or potential environmental hazards;
- (b) maintenance of public works facilities and property owned by the District to remove environmental hazards or potential hazards where identified or, in the alternative, to protect the public from such hazards.

The CAO may request Council's permission for an environmental consultant to conduct an environmental audit of:

- (a) the District's real property;
- (b) the District's existing conduct regarding complying with common law and statutory requirements of environmental law.

The following matters shall be brought to the attention of Council by the environmental liability coordinator within one month of the coordinator becoming aware of these matters:

- (a) petitions or writs of summons related to environmental matters;
- (b) environmental legal processes related to potential prosecutions or injunctions under statutes;
- (c) complaints raised by members of the public or staff regarding potential breaches of statutes or the common law;
- (d) known hazards identified by way of inspections, routine maintenance, public complaints or the environmental audit so that the Council may make a policy decision in good faith regarding the known hazard;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- (e) routine reports regarding environmental issues dealing with the environmental audit, the inspections system, the maintenance program, recent developments in the law and complaints about know or existing hazards.

The environmental liability coordinator shall establish in consultation with the Municipal Insurance Association and District's solicitors of British Columbia detailed procedures for responding to accidents such as equipment breakdowns or spills or inadvertent noncompliance with statutory requirements, and these detailed procedures shall be recommended to Council for incorporation in this policy.

In all relations with other parties, the District shall to the extent possible transfer duties and obligations to the other parties and, without limiting the generality of the foregoing, the District should make every effort to ensure that inherently hazardous works or services are operated by independent contractors (subject to the Collective Agreements in force) who take on a measure of liability and further, the District should obtain an indemnity, release and save harmless covenant from every contractor contracting with the district, and from every person benefiting from the District's services by way of a contract.

In regard to all information given by the District to persons seeking information about land use or historical land use on any parcel of land writing the District or any information intended to be relied on by the questioner, the District should respond in writing and add a disclaimer to provide the District assumes no responsibility whatsoever for the information provided and that the questioner should seek independent advice and information.

In regard to the purchase or sale of real estate, the lease of land or a building, mortgage transactions, security agreements, debentures, loan agreements or the purchase or sale of assets (or shares), the agreements shall be in writing and shall contain clauses that protect the District such as the following:

- (a) covenants, indemnities, save harmless and release clauses in favor of the District;
- (b) representations and warranties as to the truth of the environmental status of the subject real properties;
- (c) rights and obligations of the parties if representations or warranties are breached or not true;
- (d) limitations of liabilities;
- (e) contractual limitation on damages;
- (f) opportunities to remediate if necessary in lieu of rescission, renegotiation or damages;
- (g) statements regarding compliance with federal, provincial and local government enactments;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

The CAO shall ensure that the District has:

- (a) adequate limits of coverage based on the advice of the Municipal Insurance Association of British Columbia and the District's solicitors;
- (b) professional liability insurance for professional employees and environmental impairment liability insurance in addition to liability insurance; non-owned liability insurance; errors and omissions insurance; property insurance; worker's compensation;
- (c) a system for the reporting and recording of possible claims as soon as they arise;
- (d) a system for dealing with complaints that could give rise to liability pursuant to which employees and elected officials do not admit liability or provide information;
- (e) a loss prevention program including attendance of officers and employees at educational seminars.

Request For Service

Procedures

- Request for Service Form is filled out
- The Finance Clerk retains a photo copy and the original is given to Community Services and put in their pick up box, if for Bylaw make a copy and put the original in the bylaw officers basket.
- For water turn on or off, take payment and provide a copy of the Request for Service to Community Services. Call and let them know payment has been made so they can go and turn on or off the water for the customer
- Receiving department deals with complaint or request and fills in the section of "Action Taken or Recommendation" with details, date and they sign it. The immediate Supervisor dealing with the complaint or request notifies the customer (if required) informing them of the action taken.
- When the Request for Service is completed, original should come back to the main office to be filed accordingly.





DISTRICT OF 100 MILE HOUSE Policy & Procedures

13. SUPERVISION AND TRAINING

13.1 Purpose

To provide qualified instruction and supervision in the provision of programs in order to provide better and safer services in response to the demands of the users.

This part of the program must start with the proper selection and training of employees and volunteers.

This can be accomplished by:

- establishing the qualifications required to participate in the provision of services,
- hiring practices which ensure that the qualification requirements are adhered to and can be demonstrated by the employees,
- writing of and conveying of job descriptions so that employees are aware of their responsibilities,
- performance review systems that measure and convey progress of staff,
- in-service training programs to update and refresh skills of employees (maintain records of such training),
- monitor the qualification expiration dates of employees and offering re-certification programs, and
- the provision of an orientation package to new employees, which includes documentation on safety and emergency procedures, insurance coverage and other matters.

This can be further enhanced by:

- providing a staff manual which outlines policy and procedures that apply,
- defining and documenting program plans which incorporate participant/instructor ratios, proper use of equipment, guidelines for the level of activity for each program, and
- providing first aid training to employees where appropriate.

It is emphasized that this is just as applicable to volunteers as it is to paid employees, especially in communities which depend heavily upon volunteer assistance.

13.2 ACCIDENT RESPONSE PROCEDURES

In case of emergency situations, the Emergency Response Procedures should be followed. In respect to responding to accidents, the following should be implemented:



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- require first aid training for all staff and volunteers.
- obtain medical information from participants in document form (e.g. MSP number, allergies, relevant medical history, etc.),
- establish evacuation plans for all facilities,
- provide for adequate first aid equipment at facilities and in vehicle (make a daily/weekly check of such equipment and replenish as required), and
- provide written instruction for accident response. (There may be a need for both general and specific instructions for various accident; e.g. chlorine evacuation.

In respect of securing accident information and preparing accident reports the following should be implemented:

- develop an accident report form, which satisfies the reporting requirements internally and also provides information needed by insurers for claim purposes. (Note: There may be more than one type of accident report required. A separate report for vehicle accidents or property damage will likely be required.)

There is also a need for incident reports even when there is no accident (e.g. public complaints).

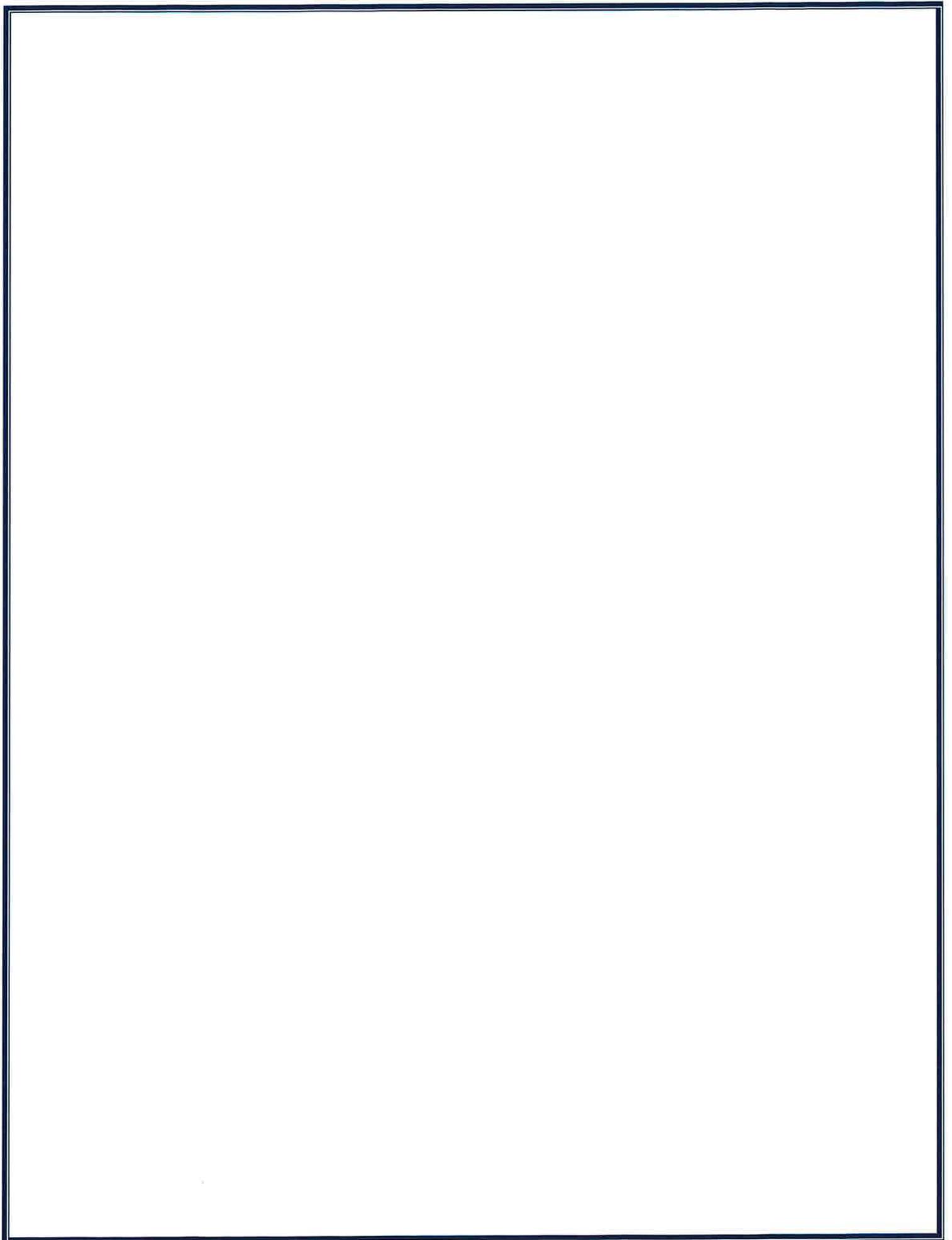
- complete the accident reports in a factual and objective manner. Do not write opinions into the report.
- review accident forms and develop internal procedures for summarizing key information such as location of accidents, time of accidents, frequency of occurrence, etc., and
- utilize information from accidents to make adjustments in programs, procedures and equipment to improve operations.



ATTACHMENT "A" - Scoring Matrix for Evaluating Applications for Retail Cannabis Sales Establishments

Store Name: _____ Proposed Store Address: _____ Evaluation Committee Member: _____

Evaluation Criteria	Maximum Points	Points Awarded	% of Total
<p>Application Status</p> <ul style="list-style-type: none"> - An application is incomplete – Incomplete applications will NOT be evaluated - The identified location does not comply with Zoning Bylaw Requirements for Retail Cannabis Sales Establishments – Application will NOT be evaluated - The required fees were not submitted with the application – Application will NOT be evaluated 	N/A	N/A	
<p>Zoning Bylaw Requirements and Location</p> <ul style="list-style-type: none"> -The identified location fully complies with Zoning Bylaw requirements for Retail Cannabis Sales Establishments -The location is at least 100 m from an elementary or high school - The location is at least 50m from another cannabis retail sales establishment -The location is an adequate distance (at least 50 metres, measured from closest lot line to closest lot line) from additional sensitive uses not identified within the Zoning Bylaw, which include: <ul style="list-style-type: none"> o Child Care Centres o Municipal Recreation Services o Public Libraries o Retail Liquor Sales Establishments o Liquor Primary Establishments 	Maximum + 40		40 %
<p>Security</p> <ul style="list-style-type: none"> - The applicant demonstrates an awareness of the Provincial Non-Medical Cannabis Retail License Store Security Requirements and outlines in their application how they are proposed to be met. Any requirements are shown on a site plan and/or floor plan <ul style="list-style-type: none"> o Any site-specific additional security has been reasonably addressed for the particular site and operation, which may include lighting, supervised parking areas and signage - Security has not been, or has been poorly addressed in the application 	Maximum + 15		15 %
<p>Business Overview</p> <ul style="list-style-type: none"> - A Business Overview has been submitted with the application. This business overview is: <ul style="list-style-type: none"> o Unsatisfactory or Unclear <ul style="list-style-type: none"> ▪ No business overview has been provided with the application; or ▪ A business overview has been provided, but its contents are not clear to the evaluation committee o Fair <ul style="list-style-type: none"> ▪ A business overview has been provided, which includes some, but does not include all considerations of operating a cannabis retail sales establishment o Good <ul style="list-style-type: none"> ▪ A business overview has been provided and is clear and well thought out ▪ The business overview clearly describes how the cannabis retail sales establishment will operate. Components of this overview may include: <ul style="list-style-type: none"> Business description, market analysis, funding requirements, financial projections Number of staff required to operate How the business will operate and comply fully with all provincial and federal regulations How minors will be prevented from entering stores and/or purchasing cannabis, and how provincial identification requirements will be met The Applicant(s) and/or Owners have clearly demonstrated no history of infractions related to business operation within the District The Applicant(s) has previous, successful business experience and background in the 100 Mile House business community 	Maximum + 25		25 %
<p>Site Plan and Signage</p> <ul style="list-style-type: none"> - The site plan conforms to Zoning Bylaw Regulations and no variances are being requested - Proposed signage is consistent with the Sign Bylaw and no variances are being requested 	Maximum + 20		20 %
Application Score			100%





DISTRICT OF 100 MILE HOUSE Policy & Procedures

1.11 MUNICIPAL FACILITIES AND EVENTS BOOKING

Purpose

To permit safe and orderly special events on District of 100 Mile House streets, parks, and other municipally owned facilities and property. Special events include, but are not limited to, parades, races, walks and runs taking place on streets and organized events using municipal parks, District-owned facilities and property within the District.

Policy

1. Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate completed forms listed below: **(Appendix "E")**
 - Schedule A – Municipal Facilities License of Occupation (applies to all Hall Rentals)
 - Schedule B – Community Hall Rental Agreement
 - Schedule C – Martin Exeter Hall Rental Agreement
 - Schedule D – Application to Hold a Public Event
 - (applies to Parade/Road Closure Events/Use of Visitor Information Centre Grounds)
 - Schedule E – Application to Rent the Airport
 - Schedule F – Parade/Temporary Road Closure Application Form
 - Schedule G – Park Use Permit
2. Applicants must provide evidence of compliance with any required permits from outside agencies (e.g. Interior Health, liquor license, insurance, etc.) and any other documents identified in the application procedure.
3. All public event applications will require Councils approval. The District of 100 Mile House Council reserves the right not to approve an event in a current year, even though it may have received approval in previous years.
4. Where conflicting dates occur, regularly occurring events will be given priority provided the application is received no later than **30** days prior to the event. If an organizer of an annual event proposes to change the date/day or venue, which causes a conflict with another previously scheduled and approved event, the originally scheduled event will take precedence of the changed event.
5. First time events will be handled on a first come, first served basis depending on venue availability.
6. Organizers of approved events are required to obtain and maintain, during the term of the event, a comprehensive general liability insurance policy providing coverage of not less than **\$2, 000,000.00** naming the District of 100 Mile House as an additional insured.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

A copy of the policy shall be delivered to the District a minimum of five (5) working days prior to the event date.

Where fireworks are used, the event organizer must provide a second Certificate of Insurance for **\$2,000,000.00** (per occurrence). The company supplying fireworks may supply this second certificate provided that the District of 100 Mile House and the organization are specifically named as additional insured.

Where alcohol is served or sold, the event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.

7. Organizers shall provide the District with a refundable damage deposit of ~~\$500.00~~ dollars as per District of 100 Mile House Fees & Charges Bylaw, to cover any loss, damage or any other non-compliance of this policy resulting from an event. Such amount may be increased for any event if deemed necessary.
8. Garbage and other waste materials must be cleaned up daily and at the conclusion of the event by the event organizer. Organizers are responsible for clean up of all aspects of the event, including the actions of patrons, third party vendors or sponsors. If after the event is concluded the area is left not in the same order as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus **10%** administration fees and the total amount will be appropriated from the damage deposit or charged back to the renter or organizer.
9. The District is not responsible for providing signage, barricades, parking or traffic control for any event unless authorized by Council.

If approved by Council, barricades will be dropped off during regular working hours by the Community Service Department at the requested location and will be the responsibility of the event coordinator to place and to remove. The Community Service Department will pick up the barricades the next day that falls within the regular working hours.

10. Staff will review the location following an approved event. The damage deposit will be refunded, providing no damage to municipal property and infrastructure has occurred, at the next cheque run (runs occur beginning and middle of the month).

Where in the opinion of the CAO or his/her designate, the event causes damage or results in the District incurring financial costs and expenses for the clean up or repair of a highway, public place or other District property, the CAO or his/her designate may draw down on and use all or any portion of the damage deposit submitted with the application, and where the costs exceed the amount of the damage deposit, the responsible party shall pay to the District the difference.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

APPENDIX "E"

RECREATION FACILITIES & EVENTS BOOKINGS
SCHEDULE "A" – MUNICIPAL FACILITIES LICENSE OF OCCUPATION

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN: DISTRICT OF 100 MILE HOUSE
#1-385 Birch Avenue,
P.O. Box 340
100 Mile House, B.C. V0K 2E0
(Municipality)

AND: _____
(Name or Organization Name and Contract Person)

ADDRESS: _____

TELEPHONE NUMBER: _____
(the "Licensee")

WHEREAS:

A. The Licensee has requested this license for the purpose of

(the "function")

B. The Municipality has agreed to supply facilities or equipment ("the facility") subject to the covenants and conditions contained in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensee to the Municipality, the Municipality grants permission to the Licensee to use the:

(facilities and/or equipment)

On the following date(s): _____, subject to the following terms, conditions, covenants and agreements.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

1. Cancellations

- a) The Municipality reserves the right to cancel this license for:
- i. Unsatisfactory conduct by the Licensee, its members, guests, or agents;
 - ii. Damage to the facility by Licensee;
 - iii. Scheduling special events with top priority;
 - iv. Failure by Licensee to pay accounts rendered by the Municipality;
 - v. Operational problems beyond the Municipality's control;
 - vi. Failure by the Licensee to abide by laws, rules, or regulations applicable to the function and the facility.
- b) The Licensee is required to give **30** days written notice to cancel any of the dates in this Agreement to receive a refund.

2. Liquor

For a function at which alcoholic beverages are to be dispensed and consumed within the facility:

- a) The Licensee shall be responsible for and shall ensure that all laws, whether Municipal, Provincial or Federal, applicable to the function for which the facility is licensed to the Licensee, are complied with;
 - b) The Licensee shall obtain the required liquor license from the Provincial authorities, display same prominently at the function and provide a copy to the District of 100 Mile House;
 - c) All Licensees of events at the District of 100 Mile House facilities at which alcohol is served are encouraged to ensure that the following "Designated Driver Program" is in place:
 - I. A Designated Driver announcement is made to the assembled guest encouraging the use of a designated driver or alternate transportation for the event.
 - II. Designated Driver information posted prominently at each station where alcohol is served.
 - III. Designated Driver reminders at each table where guests are served.
3. The Licensee agrees to pay the Municipality on demand the total cost of any damage to the building, grounds, furnishings, or equipment resulting in any manner whatsoever from the use of the facility by the Licensee under this agreement.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

4. All equipment, displays, goods and chattels of the Licensee brought onto or into the facility shall be the sole responsibility of the Licensee and the Municipality shall not be liable for any damage to or loss of such equipment, displays, goods and chattels from any cause whatsoever.
5. The Licensee hereby releases and forever discharges the Municipality from any and all claims, causes of action, suites or demands whatsoever which the Licensee can or may have against the Municipality for any loss or damage or injury that the Licensee may sustain or suffer arising out of the use of the Municipality's facility under this agreement, or the breach of this agreement by or the negligent acts of the Licensee, its servants, contractors, employees, members, guests, invitees or representative, notwithstanding that any or all of them may have been contributed to or occasioned by the negligence of the Municipality.
6. Where a juvenile group uses the facility, the licensee shall ensure that a responsible adult has authority over the group and shall remain with the group while at the facility.
7. It is understood and agreed that the Licensee and all agents, servants and workers of the Licensee are not and shall not be deemed to be agents or employees of the Municipality.
8. Organizations or individuals wishing to utilize the Municipality's staff for duties other than those provided in this Agreement must make arrangements for this with the Municipality.
9. The Licensee agrees to provide and pay the full cost of such personnel and a 10% administration fee as will be necessary to ensure proper and safe use of the facility.
10. The Licensee shall pay:
 - a) The rates specified in Schedule ____ for the use of the:
_____, and
 - b) The applicable rental fees and damage deposits will be required prior to occupancy of the Community Hall or the Martin Exeter Hall.
 - c) Sales tax as applicable.
 - d) Insurance documentation is required to be submitted to the office a minimum of **five (5) working days to the rental date**. Keys for facilities will not be distributed before insurance documents are provided.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

11. Responsibility Waiver

In consideration of the Municipality agreeing to allow the personal property noted below to be left on its premises, the undersigned hereby waives all rights of action he or she might otherwise have against the Municipality, its officers, servants, agents and employees, for loss or damage to such property.

Description of Property:

IN WITNESS WHEREOF the parties have affixed their signatures below:

For the Licensee

Date

For the Municipality

Date



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING
SCHEDULE "B" – COMMUNITY HALL RENTAL AGREEMENT

Event:	Event Date:			
Time(s):	Event day phone #:			
# of Guests (max capacity 361 persons):				
Contact:	Phone #:			
E-mail:				
Mailing address: (for refundable deposit)				
RENTALS	Fee	<input checked="" type="checkbox"/>	Qty	Total
Main Hall - Full Day (\$400.00 + GST)	\$420			
Main Hall - Half Day (8am – 3pm or 4pm – 12pm) (8 hrs) (\$250.00+GST)	\$262.50			
Hourly (after 4 hrs goes to half or full day rental)(\$50.00+GST)	\$52.50/hr		hrs	
Kitchen Area (per day)(\$80.00+GST)	\$84			
Bar Area (per day)(\$60.00+GST)	\$63			
Damage Deposit	\$500			
Key Deposit	\$35			
Booking Fees (non-refundable) (\$25.00+GST)				\$ 26.25
TOTAL FEES:				\$
Booking Fee (due at booking) - Received:		Receipt #:		\$
Fees (due 30 days prior to event) Received:		Receipt #:		\$

This agreement is dated _____ between _____
(the "occupant")
and the District of 100 Mile House (the "provider").

Occupant Signature

Occupant Name (please print)

Date

Provider Signature (Booking Agent)

Provider Name (please print)

Date



DISTRICT OF 100 MILE HOUSE Policy & Procedures

District of 100 Mile House Community Hall – Rental Agreement – Page 2

TERMS AND CONDITIONS

The occupant shall not use the premises, nor allow the premises to be used, for any purpose other than for the event stated on the agreement.

The occupant is responsible for loss or damage to the property occurring during the rental period. All contents within the venue will remain in the venue. The occupant will be held responsible for all missing or damaged contents and will be required to pay additional charges for all damaged or missing contents. The occupant further acknowledges that the damage deposit will be applied in whole or in part to all expenses incurred by the provider as a result of damage or loss to the facilities/equipment during the rental period.

The occupant agrees that there is no smoking, vaping or use of candles in all parts of the building/room or property.

The occupant acknowledges that there is limited parking available on site. Therefore, should additional parking be required, it is the responsibility of the occupant to make arrangements with the adjacent property owners for use of their parking area. The District of 100 Mile House/100 Mile Development Corporation will **NOT** negotiate parking on behalf of the occupant.

Insurance

At all times during the term of this agreement, the Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than TWO Million Dollars (\$2,000,000) per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Release of Liability

The Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever.

The indemnity shall survive the expiry or sooner termination of this agreement.

Rental Fees & Deposits:

Booking Fees are payable at the time of booking to secure your date. Balance of fees are due and payable 30 days prior to the event. Cancellations less than 30 days prior to the event will receive a refund for the damage deposit only.

Liquor Licenses:

Liquor licenses are the responsibility of the occupant and they must abide by all laws of British Columbia and the British Columbia Liquor Control board with respect to a Liquor License. A copy of this license **must be submitted to the District office prior to the event**. The event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.

Interior Health: The occupant must ensure compliance to all related Interior Health regulations.

Cleaning: The occupant agrees to leave the hall and grounds in a clean and tidy condition. If after the event is concluded the area is not left in the same conditions as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus 10% administration fees and the total amount will be appropriated from the damage deposit and/or charged back to the renter or organizer.

Garbage: All garbage must be removed by the occupant at the end of the event. Location for disposal will be identified by the provider.

Keys: The occupant shall make arrangements with the District to pick up hall keys and shall return them promptly after their event.

The District of 100 Mile House reserves the right to cancel any event in the above facility and have the authority to remove, or have removed, all persons from the facility if it is felt that any part(s) of this agreement were breached or that the facility is not being used for the purpose for which this agreement is intended, or that the occupant is not complying with the Liquor Control Act, the regulations under that Act, as well as the policies of the British Columbia Liquor Control Board, Interior Health, 100 Mile House RCMP and the District of 100 Mile House, or that the above listed conditions of the rental are not being met.

Initials: _____



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING
SCHEDULE "C" – MARTIN EXETER HALL RENTAL AGREEMENT

Event:	Event Date:
Time(s):	Event day phone #:
# of Guests (max capacity 275 persons):	
Contact:	Phone #:
E-mail:	
Mailing address: (for refundable deposit)	

RENTALS	Fee	✓	Qty	Total
MEH Upstairs Hourly (\$70.00+\$25.00 clean up fee + GST)	\$99.75			
MEH Upstairs Daily (\$400.00+\$25.00 clean up fee + GST)	\$ 446.25			
MEH Upstairs Weekly (\$875.00+\$25.00 clean up fee + GST)	\$945.00			
Basement Theater Hourly (\$25.00+\$25.00 clean up fee + GST)	\$52.50			
Basement Theater Daily (\$125.00+\$25.00 clean up fee + GST)	\$157.50			
Basement Theater Weekly (\$475.00+\$25.00 clean up fee + GST)	\$525.00			
Additional Clean Up Fee / Hour (\$25.00 + GST)	\$26.25		hrs	
Damage Deposit	\$500.00			
Key Deposit	\$35.00			
Booking Fee (\$25.00 + GST) (non-refundable)				\$ 26.25
** SOCAN fees not included and will be added where applicable**				
TOTAL FEES				\$
Booking Fee (due at booking) payment received _____ receipt # _____				\$
Fees (due 30 days prior to event) payment received _____ receipt # _____				\$



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

Martin Exeter Hall – Rental Agreement – Page 2

Established rates are already subsidized by the community – no waiver of fees will be entertained.

Technical support is mandatory for use of sound room/lighting. This service is not included in pricing. Technical support contact information can be provided.

Set up/ Special instructions:

EXTRA DETAILS

- | | | |
|------------------------|--|------------------------------------|
| Proof of Insurance: | <input type="radio"/> Yes (see below for insurance requirements) | |
| Serving It Right: | <input type="radio"/> Yes (please provide) | <input type="radio"/> Not required |
| Liquor License: | <input type="radio"/> Yes (please provide) | <input type="radio"/> Not required |
| Interior Health Permit | <input type="radio"/> Yes (please provide) | <input type="radio"/> Not required |
| Food Safe: | <input type="radio"/> Yes (please provide) | <input type="radio"/> Not required |

This agreement is dated _____ between _____
(the "occupant")

and The District of 100 Mile House (the "provider") subject to the terms and conditions below.

Occupant Signature

Occupant Name (please print)

Date

Provider Signature (Booking Agent)

Provider Name (please print)

Date



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Martin Exeter Hall – Rental Agreement – Page 3

Terms and Conditions

The occupant shall not use the premises, nor allow the premises to be used, for any purpose other than for the event stated on the agreement.

The occupant is responsible for loss or damage to the property occurring during the rental period. All contents within the venue will remain in the venue. The occupant will be held responsible for all missing or damaged contents and will be required to pay additional charges for all damaged or missing contents. The occupant further acknowledges that the damage deposit will be applied in whole or in part to all expenses incurred by the provider as a result of damage or loss to the facilities/equipment during the rental period.

The occupant agrees that there is no smoking, vaping or use of candles in all parts of the building/room or property.

The occupant acknowledges that there is limited parking available on site. Therefore, should additional parking be required, it is the responsibility of the occupant to make arrangements with the adjacent property owners for use of their parking area. The District of 100 Mile House/100 Mile Development Corporation will **NOT** negotiate parking on behalf of the occupant.

Insurance

At all times during the term of this agreement, the Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than TWO Million Dollars

(\$2,000,000) per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Release of Liability

The Transferee/Tenant/Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever.

The indemnity shall survive the expiry or sooner termination of this agreement.

Rental Fees & Deposits:

Booking Fees are payable at the time of booking to secure your date. Balance of fees are due and payable 30 days prior to the event. Cancellations less than 30 days prior to the event will receive a refund for the damage deposit only

Liquor Licenses:

Liquor licenses are the responsibility of the occupant and they must abide by all laws of British Columbia and the British Columbia Liquor Control board with respect to a Liquor License. A copy of this license must be submitted to the District office prior to the event. The event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.

Interior Health: The occupant must ensure compliance to all related Interior Health regulations.

Cleaning: The occupant agrees to leave the hall and grounds in a clean and tidy condition. If after the event is concluded the area is not left in the same conditions as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus 10% administration fees and the total amount will be appropriated from the damage deposit and/or charged back to the renter or organizer. The stated cleaning fee covers one standard cleaning only; any additional cleaning requested during the rental period will incur the additional cleaning rate.

Garbage: All garbage must be removed by the occupant at the end of the event. Location for disposal will be identified by the provider.

Keys: The occupant shall make arrangements with the ~~District/Visitor Information Centre~~ Manager of Recreational Services to pick up hall keys and shall return them promptly after their event.

The 100 Mile Development Corporation reserves the right to cancel any event in the above facility and have the authority to remove, or have removed, all persons from the facility if it is felt that any part(s) of this agreement were breached or that the facility is not being used for the purpose for which this agreement is intended, or that the occupant is not complying with the Liquor Control



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

Act, the regulations under that Act, as well as the policies of the British Columbia Liquor Control Board, Interior Health, 100 Mile House RCMP and the 100 Mile Development Corporation, or that the above listed conditions of the rental are not being met.

Initials: _____



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING
SCHEDULE "D" – APPLICATION TO HOLD A PUBLIC EVENT

This form must be completed and returned to: District of 100 Mile House
#1-385 Birch Ave., P.O. Box 340
100 Mile House, BC
V0K 2E0

If the **Airport** is to be used, please review and complete **Schedule "E"**
If a **Parade/Street Closure/Use of Visitor Information Centre Grounds** is part of this event, please review and complete **Schedule "F"**

Name of Applicant: _____

Address of Applicant: _____

Contact Person: _____ Phone #(s) _____

Requests Permission to Hold: _____

Type of Event: _____ Event Date: _____

Location of Event: _____ Time of Event: _____

Anticipated Participants: _____ Anticipated Spectators: _____

Description of Event: _____

Included in this Event will be:

Alcoholic Beverages	Y	N
Food Preparation	Y	N
Merchandise or Food Selling	Y	N
Temporary Structures (Stages, Tents, Seating, etc.)	Y	N
Entertainment, Exhibitions or Demonstrations	Y	N
Amplified Music/Speeches	Y	N
Other (Explain)	Y	N

If "yes" is answered to any of the above questions, please attach a brief explanation.
Proof of Insurance must be submitted for ALL facility uses at least five (5) business days before use.

For the Applicant

Date

For the District of 100 Mile House

Date

This application to hold a public event is not valid unless signed by an authorized representative of the District of 100 Mile House.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING SCHEDULE "E" – APPLICATION TO RENT THE AIRPORT

1. General Regulations

- a) Overnight parking is prohibited at the 100 Mile House Airport without the written permission of the Municipality.
- b) Runway, apron, parking and all adjacent areas must be left in a tidy condition and free of litter.
- c) No alcoholic beverage consumption shall be allowed in any public area.
- d) Provisions must be made for washroom facilities during any events that the public may be present for.

2. Booking of Airport for Special Events

- a) Bookings must be made at least thirty (30) days prior to the beginning of the event.
- b) the "Application to Hold a Public Event" form must be completed.
- c) Booking fee of **\$25.00**, rental fees must be paid at time of booking.
- d) Fees shall be in accordance with Airport Rental Fees noted in section 3 below.
- e) If the Runway is to be used, the District office must be advised of the need to issue a NOTAM (notice to airmen) and MINIMUM of 48 hours prior to ANY use of the runway.

3. Airport Rental Fees

- a) Registered Not-For-Profit group/society Fly-In or Air Show: No charge
- b) Other Users:
 - For the use of the apron only, the fee shall be **\$250.00** per day or portion thereof.
 - For the use of the apron and runway the fee shall be **\$500.00** per day or portion thereof.
 - Refundable clean-up and damage deposit: **\$500.00**

For the Applicant

Date

For the District of 100 Mile House

Date

This application to rent the 100 Mile House Airport is not valid unless signed by an authorized representative of the District of 100 Mile House.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

GENERAL TERMS AND CONDITIONS – PARADES

1. Every applicant shall ensure adequate details and a map of the proposed parade route accompanies this application at least thirty **(30)** days prior to the event.
2. Organizers are responsible for clean up of all aspects of the event, including the actions of patrons, third party vendors or sponsors.
3. Where, in the opinion of the Chief Administrative Office of the District of 100 Mile House, traffic control devices are required, the District shall provide the devices at no cost to the permit holder who shall then be responsible for placing and removing the devices. If the District is required to place or remove the devices, the permit holder may be required to compensate the District for its services at a cost estimated by the Director of Community Services or the Chief Administrative Officer.
4. Any permit approved by Council may be rescinded, revoked, amended or varied without compensation or prior notice to the permit holder.

ACKNOWLEDGMENT

I/WE HEREBY COVENANT to and with the District of 100 Mile House that upon permission being granted for the use of highways set out in this permit, I will use the highways in accordance with any plans, route maps, or schedules submitted as part of the application and to the satisfaction of the Chief Administrative Officer, and that I will observe, perform and carry out the regulations and provisions of all applicable municipal bylaw and the terms and conditions of the application and permit.

The Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever.

I HEREBY REPRESENT that I have read, examined and thoroughly understand the pertinent sections of all the terms and conditions of this application and permit and that the statements made by me on this application are true to the best of my knowledge.

Dated this _____ day of _____ 20____, at _____

(Signature of Applicant)



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING
SCHEDULE "G" – APPLICATION FOR PARK USE PERMIT

Name of Applicant:

_____ (the "Applicant")

On behalf of (may be Applicant):

_____ (the "Permittee")

Address of Permittee: _____

Phone No. _____ Fax No. _____

Nature of Event or Activity:

Number of Participants (Estimated): _____ Date(s) of Event: _____

Time: From _____ am/pm to _____ am/pm

Location of Event: _____
(the "Permit Area")

The Permittee hereby applies to the District of 100 Mile House (the "District") for permission pursuant to District of 100 Mile House Parks, Public Spaces and Community Facilities Bylaw No. 1467, 2026 (the "Bylaw") to hold an event in the Permit Area on the date and time specified above.

In consideration of the issuance to the Permittee of a permit for the Event, the Permittee agrees that the terms and conditions set out on the following pages form part of this Permit, and agrees to fully comply with and be bound by these terms and conditions.

THE APPLICANT HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREES THAT THEY WILL BE OBSERVED BY THE PERMITTEE, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, LICENSEES AND INVITES.

The Applicant warrants and represents that it has the power, authority and capacity to enter into this agreement on behalf of the Permittee and to bind the Permittee with its signature.

NOTE: The applicant is aware that Centennial Park has an underground sprinkler system (it will be flagged for the event) and warrants to ensure that the system is not damaged.



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

MUNICIPAL FACILITIES AND EVENTS BOOKING
SCHEDULE "G" – APPLICATION FOR PARK USE PERMIT

The return of this application to the Applicant, signed on behalf of the District of 100 Mile House will constitute the issuance of a Permit for the Event.

Dated this _____ day of _____ 20_____.

Name of Event: _____

Signature of Applicant

Print Applicant's Name

On behalf of Applicant

Signature of Permittee
(If Corporate Society)

Print Permittee's Name

THIS PERMIT IS HEREBY ISSUED ON THE TERMS AND CONDITIONS ATTACHED.

DISTRICT OF 100 MILE HOUSE

Director of Community Services



DISTRICT OF 100 MILE HOUSE
Policy & Procedures

CENTENNIAL PARK RESERVATION

APPLICANT: _____

PERMITTEE: _____

NATURE OF EVENT: _____

NUMBER OF PARTICIPANTS: _____

DATE: _____

TIME: _____

LOCATION IN THE PARK: _____

SIGNED: _____

OTHER SPECIFICS

- Power required Y/N
- Key required Y/N

➤ Type of Vehicles included _____

➤ Are tents and other related equipment used: _____

➤ Is water required Y/N

➤ Other: _____

➤ _____



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Terms and Conditions of Park Use Permit

Interpretation

1. Unless defined in this Permit, all terms in this application are to be interpreted in accordance with the District of 100 Mile House Parks, Public Spaces and Community Facilities Bylaw No. 1467, 2026, attached.

Fees

2. The Permittee shall pay the following fees to the District for the event at the time of the application for permit:
 - a) a non-refundable booking fee
 - b) a refundable damage deposit

in accordance with the fees set out in the District of 100 Mile House Fees & Charges Bylaw. The fees shall be paid by cash, debit card or certified cheque made payable to the District of 100 Mile House.

3. The damage deposit shall be refunded to the Permittee if the District is satisfied that there has been no damage to the Park property and that the Permit area has been cleaned and restored. The Permittee agrees that if, after inspection, the District determines that repairs to the Permit area or any other area of the park are necessary after the event, the damage deposit will be forfeited by the Permittee and may be used by the District to effect the necessary repairs. In the case of recognized sports leagues, the damage deposit shall be refundable at the end of the applicable sports season.

Term of Permit

4. This Permit shall be issued only for the date and time set out on the application and shall expire in accordance thereof.

Insurance

5. At all times during the term of this agreement, the Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than TWO Million Dollars (\$2,000,000) per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.

Prior to the issuance of this Permit, the Permittee shall deliver to the District a certificate of insurance in a form satisfactory to the District.

Indemnity

6. The Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever.

The indemnity shall survive the expiry or sooner termination of this agreement.

Use of Permit Area

7. The Permittee shall conduct the event in the Permit area only. No other lands or premises in a park may be used by the Permittee for the event.
8. The permission granted to the Permittee in this Permit to use the Permit area for the event is personal and cannot be assigned, conveyed, transferred or alienated in any way to another individual, organization or corporation without the prior written consent of the Director of Community Services or his/her designate.
9. The Permittee shall use the Permit area with care and in a manner that does not unreasonably interfere with or detract from the general public's enjoyment of the Permit area. The event shall not be conducted in a manner which is incompatible with public health, welfare, safety and recreation.
10. At all times that the event is in progress, two, designated competent and trustworthy representatives of the Permittee must be present and responsible for the conduct of the event in accordance with the terms and conditions of this Permit.
11. The Permittee, or its designated representatives, shall advise all attendees of the event that they must adhere strictly to the terms and conditions of this Permit.
12. The Permittee shall not place any objects in or on any grass areas or fields without the prior written approval of the Director of Community Services or his/her designate.



DISTRICT OF 100 MILE HOUSE Policy & Procedures

13. The Permittee shall leave all park property and natural park features in a neat, clean, tidy and undamaged condition. Failure to do so may result in an additional fee being levied for maintenance and repair, over and above forfeiture of the damage deposit. The Permittee, or its designated representatives, shall immediately report any damage to the park or Permit area to the Director of Community Services or his/her designate.
14. The Permittee shall be responsible for ensuring that persons attending the event conduct themselves in an orderly manner and promptly comply with any instructions of any representative of the District in respect of the conduct of the event.
15. The Permittee represents and warrants that the event shall not include any violence, crime or disorderly conduct.
16. The Permittee shall be bound by all applicable bylaws, rules and regulations of the District as though the same rules and regulations were inserted in this Permit.
17. No person shall, in any park without prior written approval from the Director of Community Services or his/her designate:
 - a) light fires;
 - b) engage in games of chance;
 - c) erect tents or structures of any kind;
 - d) sell, advertise, announce or display goods, wares or merchandise or carry on any commercial activity; or
 - e) use any loudspeaker or amplifying device.
18. The Director of Community Services may accept reservations of specific areas in a park in accordance with the following terms:
 - a) Applications for reservations shall be made at least seven days prior to the date for which the reservation is required.
19. If alcohol is to be served at an event, the following terms and conditions shall apply:
 - a) the Permittee shall obtain the approval of Council prior to obtaining a special occasion liquor license from the Royal Canadian Mounted Police;
 - b) all alcoholic beverages shall be served within the Permit area in an area enclosed by a double fence with a minimum of six feet separating one fence from the other.
 - c) the Permittee shall ensure that the entrance(s) into the area in which alcohol is to be served is controlled at all times by a sober, responsible adult;



DISTRICT OF 100 MILE HOUSE Policy & Procedures

- d) the Permittee shall comply with all provisions of the *British Columbia Liquor Control and Licensing Act* and attendant regulations;
 - e) if the event is to continue past dusk, the Permittee shall ensure that the area is properly illuminated by electrical lights.
20. The Permittee shall ensure that all vehicles are parked only in designated parking areas. Vehicle parking in other areas must be authorized in advance by the Director of Community Services or his/her designate.
21. The Permittee must conduct the event so as not to interfere with normal traffic flow on roadways within the Park. No roadway closures shall be permitted unless the Permittee obtains prior written permission from the Director of Community Services or his/her designate.
22. The Permittee shall comply with all provincial and federal statutory requirements applicable to the Permittee and its employees, servants or agents, in conducting the event.

General

23. The permission granted herein shall not be construed as creating an interest in land.
24. The Director of Community Services or his/her designate may revoke this Permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of this Permit or with any applicable legislation.
25. The Permittee must conduct the event as described herein and shall not deviate from this description or the terms and conditions of this Permit without the prior written consent of the Director of Community Services or his/her designate.
26. The Permit shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Permittee agrees to submit to the jurisdiction of the courts of British Columbia.
27. This Permit shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
28. The Permittee shall immediately notify the Director of Community Services or his/her designate of the District if the event is cancelled and the Permittee does not intend to use the Permit.



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

23) SOCIAL MEDIA

The District of 100 Mile House recognizes the importance of social media as an additional communication tool for the purpose of sharing information and encouraging dialogue with the public. Engaging in social media should follow the same principles and guidelines as engaging in traditional forms of communication - by using sound judgement and common sense.

Employees and Council Members representing the District of 100 Mile House whether in a personal or professional capacity, have a duty to protect the interests, reputation and relationships of the District.

The Social Media policy establishes and governs the principles expected of all employees and Council members when engaging in Social Media publication and commentary on behalf of the District of 100 Mile House.

Purpose

This policy is intended to:

- ensure effective online communication while adhering to legal requirements, particularly Freedom of Information and Protection of Privacy Legislation;
- ensure that the employees and Council Members understand their responsibilities to the District and their colleagues;
- protect the privacy, confidentiality, interest and reputation of employees, officials and the District;
- protect the District's confidential business information;
- ensure a respectful workplace free from harassment and discrimination; and
- establish a standard for professional and respectful online communication.

Definitions

"CAO" means Chief Administrative Officer of the District of 100 Mile House

"Council" includes Mayor and Council members of the District of 100 Mile House

"District" means the District of 100 Mile House



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

“Employees” means the employees of the District of 100 Mile House

“Media” includes media sources outside of the District of 100 Mile House Social Media sites such as newspapers, radio, television and other social media sites that are not populated by the District

“Personal Information” means information about an identifiable individual. Personal information includes, among other things, an individual’s name, email address or username if it includes the individual’s name, a portion of their name, or is a pseudonym that is attributable to an identifiable individual by using readily available information; contact information, home address or email; appearance and image; educational and employment history; and personal opinions

“Post” means online content, including comments, links, documents and images, including but not limited to photographs, graphics, video and emoticons

“Social Media” means internet and mobile-based tools used for sharing and discussing information, including but not limited to Facebook, Twitter and YouTube. Social Media describes the convergence of telecommunications, computing and social interaction to allow people to interact and share their opinions, photographs, videos and links to material from a wide variety of sources. The broad definition of Social Media currently includes message boards, blogs, video posting sites, photo posting sites, social networks, forums and online customer chat sites.

Social Media Account Management

- a) District Social Media will be populated regularly by the Corporate Administrator and/or designate.
- b) Employees and Council members must obtain authorization from the CAO prior to engaging in work-related Social Media on behalf of the District.
- c) The Corporate Administrator and/or designate will be responsible for maintaining a list of all social networking application domain names in use, the names of all employee administrators of these accounts, as well as the associated user identifications and passwords.
- d) The CAO and the Deputy Corporate Administrator will maintain the Social Media sites, including the look and feel of pages, review each posting for spelling or grammatical mistakes and for policy and legal issues.



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

- e) Social media identities, logon ID's and usernames may not use the District's name without prior approval from the CAO.
- f) Employee profiles on social media sites must be consistent with employee profiles on the District's website or other District publications. Profile information may be obtained from Corporate Administration and/or designate.
- g) Official District photographs must be used for profile photographs, District photographs can be obtained from the Corporate Administrator and/or designate.

Availability

The District updates and monitors social media accounts during regular office hours. As customer service is a priority, every attempt will be made to respond to all inquiries via Social media in a timely manner during office hours, however, the usual ways of contacting the District for official correspondence is encouraged. The District assumes no responsibility for lack of service due to site related downtime or issues.

Posting Guidelines

- a) Social Media sites will be used for:
 - Announcements, such as community or public events organized by the District or partner agencies/organization;
 - Links to information or media releases relating to programs and initiatives of the District;
 - Photo or video galleries of community events or gatherings;
 - Information on volunteer opportunities and programs from partner agencies/organizations of the District;
 - Links to career postings for employment at the District; and
 - Public safety information from the RCMP, Fire Department or Emergency Operations personnel as approved by the CAO.
- b) Social Media will not be used for:
 - Hosting of conversations relating to issues that will be dealt with through public hearings or other official consultations. These processes are subject to specific legislative processes and have statutory conditions and obligations.



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

- Platforms for campaigning during local, provincial or national elections or referendums. Postings by elected officials, prospective or declared candidates or their supporters will be removed immediately for the period of 60 days prior to the relevant election.
- c) Employees shall be cautious of posting or disclosing their personal details when engaging in Social Media.
- d) All content associated with the District shall be consistent with District business and with the District's values and professional standards. No information which in good faith and good conscience, ought not to be disclosed, will be posted on District Social Media sites.
- e) Any information communicated that is later found to be in error will be removed or corrected and publicly communicated as soon as possible.
- f) Misrepresentations made by, or in, the Media about the District may be addressed, but only by using facts and with respect.
- g) Employees will take time to edit, spell check and have the CAO review Social Media messages before posting.
- h) Messages will be simple, engaging and link the reader to further information on the District's website.
- i) Quotes from other sources will be attributed to the original author/source, and when possible, a link provided to the original author/source rather than reproducing the work.

Employee Conduct

- a) Employees representing the District via Social Media are expected to conduct themselves at all times as a representative of the District and in accordance with District Policy and individual and collective contractual obligations.
- b) Employees engaging in Social Media on behalf of the District are required to identify themselves as an employee of the District.
- c) District employees shall not publish or comment via Social Media in any way during work hours, using work facilities unless specifically authorized to do so. Social



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

Media may be used only as a business practice and not for personal reasons during business hours.

Access to personal Social Media sites during work hours is unnecessary and an inappropriate use of company property and time.

d) Employees in Management positions with the District shall conduct themselves in accordance with this policy when using Social Media for personal use as their position with the District would be well known within the community.

e) Employees must be aware that participation in Social Media on behalf of the District results in comment being permanently available and open to being re-published in other media. Engaging in Social Media on behalf of the District may attract media interest to individuals. Employees should proceed with care whether participating as a District representative or in a personal capacity.

Council Conduct

Official District Social Media sites will not be used to promote opinions or political accord. Council is accountable to the public and should abide by their legal responsibilities, avoiding conflict of interest and respecting confidentiality, as laid out in the Community Charter.

Ethical Conduct

When engaging in Social Media:

- Citizen protection and respect are paramount;
- Every effort will be made to keep interactions factual and accurate;
- Transparency and openness will be strived for in Social Media interactions.

Content, comments or links containing any of the following will not be allowed on District Social Media sites.

- Comments not topically related to the particular site or blog article;
- Slanderous or defamatory remarks, obscene language or sexual content;



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Promotion of commercial services or products other than significant District sponsors, affiliations, or business partnerships;
- Promotion of political candidates or of political ideas of individual elected officials;
- Promotion of illegal activity;
- Information that may compromise the safety or security of the public or public systems;
- Content that violates non-disclosure agreements or legal ownership interest of any other party
- Identifying remarks, citations or references of District citizens, partners or suppliers without prior approval;
- Slanderous or embarrassing comments of the District, District customers, or District employees;
- Promotion or personal views or beliefs unless they represent or are consistent with the District's views and are done in accordance with District policies.

Records

All District Social Media sites shall adhere to applicable provincial, federal and local laws, regulations and policies including Information Technology and Records Management bylaws and policies and all other applicable District policies.

The Freedom of Information & Protection of Privacy Act applies to Social Media content and therefore content must be able to be managed, stored and retrieved to comply with the act.

Copyright Laws

Laws governing copyright and fair use or fair dealing of copyrighted material owned by others must be adhered to, including District of 100 Mile House copyrights and brands.

Enforcement

- a) This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, email and the internet of the District.



DISTRICT OF 100 MILE HOUSE Personnel Policy & Procedures

- b) Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.
- c) Use of the District-provided internet email and Social Media is a privilege. Unauthorized use will result in the loss of access for the user and, depending on the seriousness of the infraction, may result in disciplinary action as deemed appropriate.
- d) The District reserves the right to restrict or remove any content from District Social Media sites that is deemed in violation of this policy or any applicable law.

24) SUBSTANCE ABUSE/MISUSE

The District of 100 Mile House is committed to ensuring the health, safety and well-being of its employees and the safety of the public. Employees are expected to perform their work duties safely, competently and efficiently, without any limitations arising from substance use or the after-effects of substance use that risks their health or safety or that of any other person. This policy is designed to promote cooperation among all employees to prevent and address substance use and substance use disorder in the workplace.

Reporting fit for work and remaining fit for work at all times is a fundamental requirement of employment. The following procedures provide guidance and direction in responding to alcohol and substance use issues in the workplace.

Definitions

“Alcohol” is any alcoholic beverage including, but not limited to, beers, wines or liquors.

“Drug or Substance” is anything (other than alcohol) that affects a person’s physical or mental capacity or functioning, or is capable of altering the mood, perception, pain level or judgment of the individual consuming it, and includes but is not limited prescription medications.

“Fit for Work” is when an individual is in a physical, mental, and emotional state which enables the employee to perform the essential tasks of his or her work assignment in a manner which does not threaten the safety or health of oneself, co-workers, property, or the public at large.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 984

BEING A BYLAW TO ESTABLISH A RESERVE FUND FOR THE DEVELOPMENT AND IMPROVEMENT OF THE WOODLOT LICENCE #577 AND FOR THE PURPOSE OF ECONOMIC DEVELOPMENT DIVERSIFICATION AND OTHER FOREST RELATED ISSUES.

WHEREAS the Council of the District of 100 Mile House has established a reserve fund pursuant to Division 4 of the Community Charter, which hereinafter be referred to as the Woodlot Reserve Fund.

NOW THEREFORE, the Council of the District of 100 Mile House, in open meeting lawfully assembled, hereby enacts as follows:

- (1) Money from the sale of timber from Licence #577, current revenue, general revenue fund surplus (to the extent of which it is available) or as otherwise provided in the Community Charter may from time to time be paid into the "Woodlot Reserve Fund."
(2) The moneys set aside shall be deposited in a separate account in a chartered bank (as designated as the District Bankers by Council) and, until required to be expended, may be invested in the manner approved by the Community Charter.
(3) The moneys in the Woodlot Reserve Fund shall be used for:
(a) The provision for the District's financial liability as directed by legislation for work set out in the "Woodlot Licence Forest Management Plan and the "Woodlot Licence #577 Forest Development Plan."
(b) Economic development diversification to mitigate the damages of Pine Beetle infestation.
(c) Other forest related opportunities.
(4) Bylaw No. 454 is hereby repealed in its' entirety.
(5) This Bylaw may be cited for all purposes as "District of 100 Mile House Woodlot Reserve Fund Bylaw No. 984, 2006".

READ A FIRST TIME this 10th day of January, 2006.

READ A SECOND TIME this 10th day of January, 2006.

READ A THIRD TIME this 10th day of January, 2006.

PASSED AND ADOPTED this 24th day of January, 2006.

Mayor

Corporate Officer

DISTRICT OF 100 MILE HOUSE

Bylaw No. 1280

Being a bylaw to establish a reserve fund for the Community Forest future obligations and other expenditures as required.

That the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

- (1) This bylaw may be cited as ***“Establishment of Community Forest Reserve Funds Bylaw No. 1280, 2015.”***
- (2) The purpose of this reserve shall be to ensure that the District will have sufficient monies available for the Community Forest future obligations and other expenditures as directed by the District Council.
- (3) This reserve shall be increased annually from dividends paid to the District of 100 Mile House from the 100 Mile Development Corporation.
- (4) The monies accumulated in this reserve shall be deposited to a bank account designated for General Fund Reserves, and shall be accounted for as separate and apart from other reserve funds being deposited into this bank account.
- (5) Monies from this reserve shall only be disbursed in accordance with the intent of the Community Forest Management Plan and as otherwise directed by the District Council for the purpose of long term security and enjoyment of the residents of the District of 100 Mile House.

READ A FIRST, SECOND AND THIRD TIME this 20th day of March, 2015.

ADOPTED this 24th day of March, 2015.

Mayor

Corporate Officer

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 1313 1467

A bylaw to regulate the use of parks, ~~property~~ **public spaces**, and community facilities in the District of 100 Mile House.

~~WHEREAS, subsection 8(3) of the *Community Charter* authorizes Council of the District of 100 Mile House to adopt bylaws to regulate, prohibit and impose requirements in relation to municipal services and public places;~~

~~WHEREAS subsection 154(1) of the *Community Charter* authorizes the Council of the District of 100 Mile House to adopt bylaws to delegate its powers, duties and functions to officers or employees of the municipality;~~

~~AND WHEREAS Council deems it necessary and desirable that it exercise these authorities to establish regulations governing the management of property intended for recreation and community uses and to delegate certain powers to staff regarding the use of these facilities:~~

WHEREAS the Community Charter provides that Council may, by bylaw, establish regulations governing the management of property intended for recreational and community uses and to delegate certain powers to staff regarding the use of these facilities.

NOW THEREFORE the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

SECTION 1 - TITLE

1.1 This bylaw may be cited for all purposes as **“District of 100 Mile House Parks Public Spaces and Community Facilities Bylaw No. 1313-2017. 1467, 2026.**

SECTION 2 - DEFINITIONS

2.1 In this bylaw:

“animal” means a mammal, reptile, amphibian, fish, marine animal or bird.

“Community Facilities” means a building, recreation facility or other land improvement located in a park or on any other land which the District owns or controls by means of a lease, license or other legal instrument, that is intended for athletic, social or recreational use by members of or visitors to the community.

“contaminants” means any waste, injurious or offensive matter or substance, including without any limitation anything that is capable of:

- (a) injuring or is capable of injuring the health or safety of a person, or
- (b) injures or is capable of injuring property or any life form, or
- (c) causes or is capable of causing material physical discomfort to a person,
- (d) damages or is capable of damaging the environment.

“Director of Community Services” means the individual who is appointed to administer the Community Service Department of the District or his authorized representative.

“District” means the District of 100 Mile House.

“natural park feature” means any tree, shrub, herb, flower, grass, turf, plant or vegetation of any kind as well as any soil, sand, silt, gravel, rock, mineral, wood, fallen timber or other material within a park.

“organized activity” means any activity which is pre-planned, involves a group larger than a single family unit and which limits general public access to a portion of the park or community facility or any activity that involves instruction or training.

“organized sport” means any game or sport which is played by two or more persons who play and/or practice together regularly as a team in a league or association.

“park” means any real property owned or subject to a right of occupation by the District for purposes of pleasure, recreation or community uses of the public including public parks, playgrounds, driveways, public squares, pathways, boulevards, play fields, linear parks, skateboard parks, hiking/biking/riding trails, or other land owned, leased, licensed or otherwise controlled by the District. and other public places and all improvements.

“park property” means any property within a park, including without limitation any building, structure, improvement, wall, fence, sign, seat, bench, or ornament of any kind.

“permit” means a license issued for the use of Parks or Community Facilities or portion thereof.

“public space” means any real property or portions of real property owned or subject to a right of occupation by the District, to which the public is ordinarily invited or permitted to be in or on, and includes but is not necessarily limited to, the grounds of public facilities or buildings, and parking lots.

“refuse” means all refuse, garbage, or other waste of any kind, including without limitation any food remains, containers, packages, bottles, cans or parts of them.

“special event” means any event or activity conducted within a park which attracts or is intended to attract participants or spectators.

“vehicles” means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled by any mechanical device or other motive power whatsoever, and shall include trailers, boats, boat trailers, bicycles, motorcycles, tricycles, rollerblades, and skateboards.

SECTION 3 – ENFORCEMENT AND DELEGATION OF POWERS

~~3.1 The Director of Community Service or designate may issue a permit authorizing in a park, activities listed in Section 4.4.1 of this bylaw upon receiving a completed application in the form attached as Schedule “A”. The application form shall be signed by the applicant or an authorized agent of the applicant and shall be accompanied by the booking fee and security deposit as specified in the current Fees and Charge Bylaw.~~

3.1 The following persons are authorized by the District to enforce the provisions of this bylaw:

Chief Administrative Officer (CAO)
Director of Community Services
Bylaw Enforcement Officer
Fire Chief/Deputy Fire Chief
Member of the RCMP

3.2 The Director of Community Services or designate is authorized to post signs and notices, or to order that signs and notices be posted, in parks, trails, public spaces and community facilities, that establish rules for the use of a park, trails, public space or community facilities, that are consistent with this bylaws, including rules that:

- (a) establish conditions for the use of certain areas;
- (b) designate areas in which certain activities are permitted or prohibited;
- (c) restrict, limit or prohibit access to certain areas; or
- (d) establish permitted hours of use.

3.3 A person must not interfere with, hinder or obstruct a person identified in Section 3.1, or any employee of the District, in the performance of their duties.

- 3.4 The Director of Community Services or designate may establish a system for the issuance of reservations for the use of park facilities by persons who receive a permit pursuant to this bylaw.
- 3.5 Where a person applies for a permit for ~~an activity or~~ **use of parks or community facilities** and requires the closure to the free use by the public of all or part of a park, no permit shall be issued by the Director of Community Services.
- 3.6 The Director of Community Services or designate may at any time temporarily close any park or part thereof to the use of the public if, in his/her opinion, such closure is necessary to prevent or assist in the prevention of a breach of peace or threat thereof, or to protect persons or property from injury or damage, or when works of maintenance, construction or repair are being carried out by or on behalf of the District.

SECTION 4 – DESIGNATED AREAS REQUIRING PERMITS

- 4.1 The following parks and community facilities requiring permits for use are as follows:

Centennial Park
100 Mile Community Hall
Martin Exeter Hall
100 Mile Lodge (Museum)
Visitor Information Centre
100 Mile Marsh
100 Mile House Airport
Temporary Road Closures

and any other park, public space or community facilities not listed above

SECTION 5 – REGULATIONS

5.1 DAMAGE

No person shall within a park or community facility:

- a) cut, break, remove or in any way destroy, damage or deface any natural park feature.
- b) destroy, damage or deface any park or community facility.
- c) damage, deface, clutter or block any boulevard, driveway, roadway, trail, path or lane.

- d) climb, walk or sit upon any wall, fence or other structure in or upon any park or community facility or boulevard, unless it is designed and intended for such purpose.
- e) foul, pollute or otherwise introduce any contaminant or refuse into any area of water including a stream, lake or pond.
- f) deposit any waste, contaminant or offensive matter or other substance of any kind except in receptacles provided for such purposes.
- g) cross, travel on or walk upon any grassed plot or land where signs have been posted forbidding such use.
- h) Willfully, maliciously or carelessly let off, turn on, or discharge any water so that the water runs to waste out of any tap, pipe or other fixture within the park or at a community facility.
- i) throw or place any lighted match, cigar, cigarette or similar thing or any burning substance.

5.2 BEHAVIOR AND CONDUCT

- a) Every person within a Park or Community Facility shall observe and obey all Federal and Provincial statutes, District bylaws, regulations, enactments and policies including without limitation all signs and posted notices.
- b) No person shall possess or consume liquor or alcoholic beverages within a Park or Community Facility without valid and legally required permits.
- c) No person shall enter any water in, on or adjoining any beach, swimming pool or wading pool unless such person is wearing a bathing suit or other appropriate swimwear.
- d) No person shall enter any water in, on or adjoining any beach or any swimming pool or wading pool if such person has a contagious or communicable disease.
- e) No person shall on any beach, or any swimming pool or wading pool, or in or on any water in, on or adjoining any park or beach disobey any command or order from any person duly authorized to give such command or order, including any manager of any pool or facility or any lifeguard.
- f) No person shall obstruct or cause to be obstructed, any official employee, agent or contractor of the District in the exercise of any of his lawful duties.
- g) No person shall ride, drive or lead any animal or drive or propel any vehicle in such a manner as to disturb the enjoyment of any person, or to cause injury or damage to any person, animal, park property, personal property, or natural park feature.

- h) No person shall conduct himself in a disorderly, dangerous or offensive manner.
- i) No person shall make or cause noises and sounds, including the playing of musical instruments, radios, tape players, compact disc players or similar devices or the operation of vehicles, which disturbs or tends to disturb the peace, quiet, enjoyment or comfort of persons in the vicinity.
- j) No person shall loiter or take up a temporary abode overnight in any park.
- k) No person shall ride a bicycle, except on roadways specifically designated for such use by way of signs or posted notice by the Director of Community Services or designate.
- l) No person shall ride, drive, or lead any horse, ride or park any vehicle or bicycle, roller skates or skate boards, or other means of travel unless the park or portion thereof has been specifically designated for such use.
- m) Other than park maintenance staff in the performance of their duties, no male person shall enter any portion of any bathhouse, change room, or rest room set apart for the use of female persons in or on any park, and no female person shall enter any portion of any bathhouse, change room or rest room set apart for the use of male persons in or any park.

5.3 HOURS OF OPERATIONS

No person shall:

- a) enter, occupy, or be present in any park for any purpose whatsoever during the hours when the Park is closed as indicated by sign or posted notice or where no hours are posted between the hours of 11 p.m. and 6 a.m. of the following day.
- b) at any time, camp within a motorhome, recreational vehicle, or vehicle of any type. ~~used for the purposes of contained living or camping in the Parks. during the hours the Parks are closed.~~

5.4 OTHER REGULATED ACTIVITIES

- 5.4.1 Except as authorized by a permit issued pursuant to Section 3 4.1 of this bylaw, no person shall, in a park:
 - a) carry or discharge any firearms, or fireworks of any description or explode any combustible or other explosive materials'.
 - b) sell, expose or display for sale or exchange or barter any goods or materials, including food and refreshments.

- c) conduct any business, or offer any service for a fee.
- d) post, paint, affix, distribute, deliver, paint or publish any notice, advertisement, sign, placard or hand-bill of any kind whatsoever.
- e) organize, conduct or participate in any special event, ~~or organized sport~~ procession march, drill, performance, ceremony, concert, gathering or meeting without first obtaining a permit as required in Section 6 of this bylaw
- f) organize, conduct or carry on any public address or demonstration.
- g) operate any amplifying system or loud speaker.
- h) organize, conduct or participate in any film or videotape production.
- i) drive, stop, park or operate any motor vehicle, other than in an area designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- j) make, set, light, or keep lit a fire, including without limitation in or upon any beach except that fires are permitted in areas specifically designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- k) No person shall feed any wildlife in a park.

5.4.2 Any person may conduct, hold or participate in any of the activities set out in Section 5.4.1 where such person is:

- a) the holder of a valid and subsisting park permit issued under Section 3 4.1 of this bylaw; or
- b) a participant in an activity for which a valid and subsisting park permit has been issued to another person under Section 3 4.1 of this bylaw.

5.5 ANIMALS IN PARKS AND TRAILS

5.5.1 No person shall in any park:

- a) molest, disturb, frighten, or injure any animal; or
- b) abandon any animal.

5.5.2 Every person owning or having the care, custody or control of any animal shall prevent that animal from:

- a) being in an area in a park designated as a prohibited area for animals by way of signs or posted notice by the Director of Community Service or designate.

- b) being anywhere in a park, unless the animal is securely held on a leash and under the direct and continuous charge of a person who is competent to control it.
- c) swimming or entering in any body of water or being upon any ice in case such body of water is frozen.
- d) causing any annoyance or disturbance or injuring any person or other animal in any park or trail.

5.5.3 Persons having custody, care or control of any dog shall be permitted to bring or have the dog in parks provided that the dog is kept under the immediate charge and control of that person and provided that the dog does not enter the following areas:

- a) beaches between the 15th day of May and the 15th day of September in each year; and
- b) ~~groomed ski trails.~~

5.5.4 Every person owning or having the care, custody or control of a horse shall prevent that horse from being anywhere in a park, except in those areas specifically designated for such purpose by way of signs or posted notice by the Director of Community Service or designate.

5.5.5 Section 5.5.2(a) of this bylaw does not apply to any guide dog under the care, custody or control of a visually impaired person.

5.5.6 Any person who brings a **animal** dog into such a park shall remove from the park all excrement deposited in the park by the **animal** dog.

5.6 GAMES

5.6.1 No person shall play at any game whatsoever in any portion of any park, including without limitation:

- a) any ball game, including baseball, volleyball, football or soccer
- b) play golf or strike a golf ball
- c) shoot an arrow or practise archery
- d) throw lawn darts
- e) throw horse shoes

except where such areas are designated for such use or uses by way of signs or posted notice by the ~~Superintendent~~ **Director of Community Services**.

5.6.2 No person shall fly a motor-driven airplane, a drone, a hang-glider or any other aircraft, or take off or land such aircraft, in any portion of any park or trail, except where such areas are especially designed by way of sign or posted notice by the Director of Community Service or designate.

5.7 MOTORIZED TRAFFIC

Where in the opinion of the Director of Community Services or designate, and, subject to the Motor Vehicle Act, R.S.B.C.1996, c318, it is necessary for public safety and convenience, the Director of Community Services or designate may close any roadway, path or other area within any park to public use, and may limit the speed, weight, size, type or number of vehicles which may be operated on any roadway in any park.

SECTION 6 – PERMITS & FEES

6.1 The District may enter into written agreements that include fees and charges for the use of certain District parks, public spaces and community facilities with individuals, non-profit organizations and any other user that the District deems to be an appropriate user of the park or facility.

6.2 Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate application form as outlined in the Municipal Facilities and Events Booking Policy, signed by the applicant or an authorized agent of the applicant and shall be accompanied by the booking fee and security deposit as specified in the current Fees & Charges bylaw.

6.3 When approving a Municipal Facilities and Event Booking application, the Director of Community Services, or his/her designate, may impose one or more of the following terms and conditions:

- a) the location and times during which the event may be carried out;
- b) that the applicant supply additional services necessary for the event, including but not limited to sanitary, health, emergency, security, traffic control and polices services;
- c) restrictions on the number of person who may attend or participate in the event;
- d) restrictions on the use of generators, sound amplification and public address systems, the playing of live or recorded music, and the placement of temporary structures with the event;
- e) that the applicant provide a damage deposit;
- f) that the applicant provide proof of liability insurance in an amount and in a form approved by the District; and
- g) that the applicant obtain other associated permits or approvals.

6.4 Should the applicant fail to comply with this bylaw or the terms and conditions of the park permit, then in addition to any other enforcement action or penalties:

- a) the District may revoke the Permit;
- b) the applicant may be required to pay the District's costs in undertaking any remedial work necessary to repair any damage to the park a natural park feature, public space or community facility; and
- c) the damage deposit paid by the applicant may be withheld and applied towards the costs incurred by the District in performing the remedial work referred to in Subsection (b) above.

SECTION 7 - INSURANCE

All users, renters or permittees must supply the District a Certificate of Insurance with insurance requirements as shown in Schedule "A" attached to and forming part of this bylaw.

SECTION 8 - ENCROACHMENTS

- a) No person shall encroach upon any lands within a Park or upon a Community Facility for his or her own purposes.
- b) No person shall erect, construct, build, occupy or cause to be erected, constructed, built or occupied, in any Park or at any Community Facility or on any boulevard any tent, trailer, mobile home, building, shelter, pavilion, or any other construction whatsoever, except with the prior written permission of the Council.
- c) The District may remove or cause to be removed from any park or any community facility any encroachment, temporary abode, tent, building, shelter, pavilion, structure or other construction whatsoever located within a park or at a community facility contrary to the provisions of this bylaw at the expense of the responsible person(s).

SECTION 9- PENALTY

~~Every person who violates any provision of this bylaw or who suffers or permits any act or thing to be done in contravention or violation of any provision shall be guilty of an offence punishable on summary conviction and shall be liable to pay a fine not exceeding two thousand dollars (\$2,000) or imprisonment not exceeding six (6) months, or both.~~

- 9.1 Any person who contravenes a provision of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses, omits, or neglects to fulfil, observe, carry out or perform any duty or obligation imposed in this bylaw is guilty of an offence and;
- a) on summary conviction is liable to a fine of not less than \$500 and not more than \$10,000.00.
 - b) on conviction of a bylaw offence under the District of 100 Mile House Bylaw Notice Enforcement Bylaw No. 1429, 2026, is liable for the penalty imposed under that bylaw; and
 - c) subject to penalties imposed by way of a bylaw offence notice or as otherwise permitted by law.
- 9.2 Each day during which violation of this bylaw is continued shall be determined to constitute a new and separate offence.

SECTION 10 – SEVERABILITY

If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

SECTION 11- REPEAL

The District of 100 Mile House Parks and Community Facilities Bylaw No, 1313-2017, and amendments thereto are hereby repealed.

READ A FIRST, SECOND AND THIRD time this _____ day of _____, 2026.

ADOPTED this _____ day of _____ 2026.

Mayor

Clerk

DISTRICT OF 100 MILE HOUSE

Parks, Public Spaces and Community Facilities Bylaw No. 1467, 2026

SCHEDULE A – INSURANCE REQUIREMENTS

INSURANCE CLAUSES

District of 100 Mile House, hereinafter called the “**District**”.

At all times during the term of this agreement, the Transferee/Tenant/Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an **ADDITIONAL INSURED** but not as an **ADDITIONAL NAMED INSURED** and shall cover for not less than **TWO Million Dollars (\$2,000,000)** per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.

All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless 30 days written notice has been given to the District.

Should the Transferee/Tenant/Permittee fail to supply the insurance certificate prescribed by this permit/agreement, then such permit/agreement may be terminated by the District.

Release of Liability

The Transferee/Tenant/Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever; **(EXCEPT SUCH AS MAY ARISE OUT OF THE ACTS, FAILURES TO ACT OR NEGLIGENCE OF THE DISTRICT OR ITS AGENTS OR EMPLOYEES) IN CONNECTION WITH:**

- a) Any breach, violation or non-performance of any covenant, regulation, condition or term of this agreement to be fulfilled, kept, observed or performed;
- b) Any act or omission of the Transferee/Tenant/Permittee;
- c) Any damage to property while said property shall be in or about the lands and premises which are the subject matter of this agreement; and
- d) Any injury to any licensee, invitee, agent or employee of the Transferee/Tenant/Permittee, including death resulting at any time therefrom occurring in or about the lands and premises which are the subject matter of this agreement, including all costs and all legal fees and all disbursement in connection herewith.

The indemnity shall survive the expiry or sooner termination of this agreement.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 1467

A bylaw to regulate the use of parks, public spaces, and community facilities in the District of 100 Mile House.

WHEREAS the Community Charter provides that Council may, by bylaw, establish regulations governing the management of property intended for recreational and community uses and to delegate certain powers to staff regarding the use of these facilities.

NOW THEREFORE the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

SECTION 1 - TITLE

- 1.1 This bylaw may be cited for all purposes as “**District of 100 Mile House Parks Public Spaces and Community Facilities Bylaw No.1467, 2026.**”

SECTION 2 - DEFINITIONS

- 2.1 In this bylaw:

“**animal**” means a mammal, reptile, amphibian, fish, marine animal or bird.

“**Community Facilities**” means a building, recreation facility or other land improvement located in a park or on any other land which the District owns or controls by means of a lease, license or other legal instrument, that is intended for athletic, social or recreational use by members of or visitors to the community.

“**contaminants**” means any waste, injurious or offensive matter or substance, including without any limitation anything that is capable of:

- (a) injuring or is capable of injuring the health or safety of a person, or
- (b) injures or is capable of injuring property or any life form, or
- (c) causes or is capable of causing material physical discomfort to a person,
- (d) damages or is capable of damaging the environment.

“**Director of Community Services**” means the individual who is appointed to administer the Community Service Department of the District or his authorized representative.

“District” means the District of 100 Mile House.

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“organized sport” means any game or sport which is played by two or more persons who play and/or practice together regularly as a team in a league or association.

“park” means any real property owned or subject to a right of occupation by the District for purposes of pleasure, recreation or community uses of the public including public parks, playgrounds, driveways, public squares, pathways, boulevards, play fields, linear parks, skateboard parks, hiking/biking/riding trails, and other public places and all improvements.

“park property” means any property within a park, including without limitation any building, structure, improvement, wall, fence, sign, seat, bench, or ornament of any kind.

“permit” means a license issued for the use of Parks or Community Facilities or portion thereof.

“public space” means any real property or portions of real property owned or subject to a right of occupation by the District, to which the public is ordinarily invited or permitted to be in or on, and includes but is not necessarily limited to, the grounds of public facilities or buildings, and parking lots.

“refuse” means all refuse, garbage, or other waste of any kind, including without limitation any food remains, containers, packages, bottles, cans or parts of them.

“special event” means any event or activity conducted within a park which attracts or is intended to attract participants or spectators.

“vehicles” means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled by any mechanical device or other motive power whatsoever, and shall include trailers, boats, boat trailers, bicycles, motorcycles, tricycles, rollerblades, and skateboards.

SECTION 3 – ENFORCEMENT AND DELEGATION

3.1 The following persons are authorized by the District to enforce the provisions of this bylaw:

Chief Administrative Officer (CAO)
Director of Community Services
Bylaw Enforcement Officer
Fire Chief/Deputy Fire Chief
Member of the RCMP

3.2 The Director of Community Services or designate is authorized to post signs and notices, or to order that signs and notices be posted, in parks, trails, public spaces and community facilities, that establish rules for the use of a park, trails, public space or community facilities, that are consistent with this bylaws, including rules that:

- (a) establish conditions for the use of certain areas;
- (b) designate areas in which certain activities are permitted or prohibited;
- (c) restrict, limit or prohibit access to certain areas; or
- (d) establish permitted hours of use.

3.3 A person must not interfere with, hinder or obstruct a person identified in Section 3.1, or any employee of the District, in the performance of their duties.

3.4 The Director of Community Services or designate may establish a system for the issuance of reservations for the use of park facilities by persons who receive a permit pursuant to this bylaw.

3.5 Where a person applies for a permit for use of parks or community facilities and requires the closure to the free use by the public of all or part of a park, no permit shall be issued by the Director of Community Services.

3.6 The Director of Community Services or designate may at any time temporarily close any park or part thereof to the use of the public if, in his/her opinion, such closure is necessary to prevent or assist in the prevention of a breach of peace or threat thereof, or to protect persons or property from injury or damage, or when works of maintenance, construction or repair are being carried out by or on behalf of the District.

SECTION 4 – DESIGNATED AREAS REQUIRING PERMITS

4.1 The following parks and community facilities requiring permits for use are as follows:

Centennial Park
100 Mile Community Hall
Martin Exeter Hall
100 Mile Lodge (Museum)
Visitor Information Centre
100 Mile Marsh
100 Mile House Airport
Temporary Road Closures

and any other park, public space or community facilities not listed above

SECTION 5 – REGULATIONS

5.1 DAMAGE

No person shall within a park or community facility:

- a) cut, break, remove or in any way destroy, damage or deface any natural park feature.
- b) destroy, damage or deface any park or community facility.
- c) damage, deface, clutter or block any boulevard, driveway, roadway, trail, path or lane.
- d) climb, walk or sit upon any wall, fence or other structure in or upon any park or community facility or boulevard, unless it is designed and intended for such purpose.
- e) foul, pollute or otherwise introduce any contaminant or refuse into any area of water including a stream, lake or pond.
- f) deposit any waste, contaminant or offensive matter or other substance of any kind except in receptacles provided for such purposes.
- g) cross, travel on or walk upon any grassed plot or land where signs have been posted forbidding such use.
- h) Willfully, maliciously or carelessly let off, turn on, or discharge any water so that the water runs to waste out of any tap, pipe or other fixture within the park or at a community facility.

- i) throw or place any lighted match, cigar, cigarette or similar thing or any burning substance.

5.2 BEHAVIOR AND CONDUCT

- a) Every person within a Park or Community Facility shall observe and obey all Federal and Provincial statutes, District bylaws, regulations, enactments and policies including without limitation all signs and posted notices.
- b) No person shall possess or consume liquor or alcoholic beverages within a Park or Community Facility without valid and legally required permits.
- c) No person shall enter any water in, on or adjoining any beach, swimming pool or wading pool unless such person is wearing a bathing suit or other appropriate swimwear.
- d) No person shall enter any water in, on or adjoining any beach or any swimming pool or wading pool if such person has a contagious or communicable disease.
- e) No person shall on any beach, or any swimming pool or wading pool, or in or on any water in, on or adjoining any park or beach disobey any command or order from any person duly authorized to give such command or order, including any manager of any pool or facility or any lifeguard.
- f) No person shall obstruct or cause to be obstructed, any official employee, agent or contractor of the District in the exercise of any of his lawful duties.
- g) No person shall ride, drive or lead any animal or drive or propel any vehicle in such a manner as to disturb the enjoyment of any person, or to cause injury or damage to any person, animal, park property, personal property, or natural park feature.
- h) No person shall conduct himself in a disorderly, dangerous or offensive manner.
- i) No person shall make or cause noises and sounds, including the playing of musical instruments, radios, tape players, compact disc players or similar devices or the operation of vehicles, which disturbs or tends to disturb the peace, quiet, enjoyment or comfort of persons in the vicinity.
- j) No person shall loiter or take up a temporary abode overnight in any park.
- k) No person shall ride a bicycle, except on roadways specifically designated for such use by way of signs or posted notice by the Director of Community Services or designate.

- l) No person shall ride, drive, or lead any horse, ride or park any vehicle or bicycle, roller skates or skate boards, or other means of travel unless the park or portion thereof has been specifically designated for such use.
- m) Other than park maintenance staff in the performance of their duties, no male person shall enter any portion of any bathhouse, change room, or rest room set apart for the use of female persons in or on any park, and no female person shall enter any portion of any bathhouse, change room or rest room set apart for the use of male persons in or any park.

5.3 HOURS OF OPERATIONS

No person shall:

- a) enter, occupy, or be present in any park for any purpose whatsoever during the hours when the Park is closed as indicated by sign or posted notice or where no hours are posted between the hours of 11 p.m. and 6 a.m. of the following day.
- b) at any time, camp within a motorhome, recreational vehicle, or vehicle of any type.

5.4 OTHER REGULATED ACTIVITIES

5.4.1 Except as authorized by a permit issued pursuant to Section 4.1 of this bylaw, no person shall, in a park:

- a) carry or discharge any firearms, or fireworks of any description or explode any combustible or other explosive materials'.
- b) sell, expose or display for sale or exchange or barter any goods or materials, including food and refreshments.
- c) conduct any business, or offer any service for a fee.
- d) post, paint, affix, distribute, deliver, paint or publish any notice, advertisement, sign, placard or hand-bill of any kind whatsoever.
- e) organize, conduct or participate in any special event, procession march, drill, performance, ceremony, concert, gathering or meeting without first obtaining a permit as required in Section 6 of this bylaw
- f) organize, conduct or carry on any public address or demonstration.
- g) operate any amplifying system or loud speaker.
- h) organize, conduct or participate in any film or videotape production.

- i) drive, stop, park or operate any motor vehicle, other than in an area designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- j) make, set, light, or keep lit a fire, including without limitation in or upon any beach except that fires are permitted in areas specifically designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- k) No person shall feed any wildlife in a park.

5.4.2 Any person may conduct, hold or participate in any of the activities set out in Section 5.4.1 where such person is:

- a) the holder of a valid and subsisting park permit issued under Section 3 4.1 of this bylaw; or
- b) a participant in an activity for which a valid and subsisting park permit has been issued to another person under Section 3 4.1 of this bylaw.

5.5 ANIMALS IN PARKS AND TRAILS

5.5.1 No person shall in any park:

- a) molest, disturb, frighten, or injure any animal; or
- b) abandon any animal.

5.5.2 Every person owning or having the care, custody or control of any animal shall prevent that animal from:

- a) being in an area in a park designated as a prohibited area for animals by way of signs or posted notice by the Director of Community Service or designate.
- b) being anywhere in a park, unless the animal is securely held on a leash and under the direct and continuous charge of a person who is competent to control it.
- c) swimming or entering in any body of water or being upon any ice in case such body of water is frozen.
- d) causing any annoyance or disturbance or injuring any person or other animal in any park or trail.

5.5.3 Persons having custody, care or control of any dog shall be permitted to bring or have the dog in parks provided that the dog is kept under the immediate charge and control of that person and provided that the dog does not enter the following areas:

a) beaches between the 15th day of May and the 15th day of September in each year; and

5.5.4 Every person owning or having the care, custody or control of a horse shall prevent that horse from being anywhere in a park, except in those areas specifically designated for such purpose by way of signs or posted notice by the Director of Community Service or designate.

5.5.5 Section 5.5.2(a) of this bylaw does not apply to any guide dog under the care, custody or control of a visually impaired person.

5.5.6 Any person who brings a animal into such a park shall remove from the park all excrement deposited in the park by the animal.

5.6 GAMES

5.6.1 No person shall play at any game whatsoever in any portion of any park, including without limitation:

- a) any ball game, including baseball, volleyball, football or soccer
- b) play golf or strike a golf ball
- c) shoot an arrow or practise archery
- d) throw lawn darts
- e) throw horse shoes

except where such areas are designated for such use or uses by way of signs or posted notice by the Director of Community Services.

5.6.2 No person shall fly a motor-driven airplane, a drone, a hang-glider or any other aircraft, or take off or land such aircraft, in any portion of any park or trail, except where such areas are especially designed by way of sign or posted notice by the Director of Community Service or designate.

5.7 MOTORIZED TRAFFIC

Where in the opinion of the Director of Community Services or designate, and, subject to the Motor Vehicle Act, R.S.B.C.1996, c318, it is necessary for public safety and convenience, the Director of Community Services or designate may close any roadway, path or other area within any park to public use, and may limit the speed, weight, size, type or number of vehicles which may be operated on any roadway in any park.

SECTION 6 – PERMITS & FEES

- 6.1 The District may enter into written agreements that include fees and charges for the use of certain District parks, public spaces and community facilities with individuals, non-profit organizations and any other user that the District deems to be an appropriate user of the park or facility.
- 6.2 Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate application form as outlined in the Municipal Facilities and Events Booking Policy, signed by the applicant or an authorized agent of the applicant and shall be accompanied by the booking fee and security deposit as specified in the current Fees & Charges bylaw.
- 6.3 When approving a Municipal Facilities and Event Booking application, the Director of Community Services, or his/her designate, may impose one or more of the following terms and conditions:
- a) the location and times during which the event may be carried out;
 - b) that the applicant supply additional services necessary for the event, including but not limited to sanitary, health, emergency, security, traffic control and polices services;
 - c) restrictions on the number of person who may attend or participate in the event;
 - d) restrictions on the use of generators, sound amplification and public address systems, the playing of live or recorded music, and the placement of temporary structures with the event;
 - e) that the applicant provide a damage deposit;
 - f) that the applicant provide proof of liability insurance in an amount and in a form approved by the District; and
 - g) that the applicant obtain other associated permits or approvals.
- 6.4 Should the applicant fail to comply with this bylaw or the terms and conditions of the park permit, then in addition to any other enforcement action or penalties:
- a) the District may revoke the Permit;
 - b) the applicant may be required to pay the District's costs in undertaking any remedial work necessary to repair any damage to the park a natural park feature, public space or community facility; and
 - c) the damage deposit paid by the applicant may be withheld and applied towards the costs incurred by the District in performing the remedial work referred to in Subsection (b) above.

SECTION 7 - INSURANCE

All users, renters or permittees must supply the District a Certificate of Insurance with insurance requirements as shown in Schedule "A" attached to and forming part of this bylaw.

SECTION 8 - ENCROACHMENTS

- a) No person shall encroach upon any lands within a Park or upon a Community Facility for his or her own purposes.
- b) No person shall erect, construct, build, occupy or cause to be erected, constructed, built or occupied, in any Park or at any Community Facility or on any boulevard any tent, trailer, mobile home, building, shelter, pavilion, or any other construction whatsoever; except with the prior written permission of the Council.
- c) The District may remove or cause to be removed from any park or any community facility any encroachment, temporary abode, tent, building, shelter, pavilion, structure or other construction whatsoever located within a park or at a community facility contrary to the provisions of this bylaw at the expense of the responsible person(s).

SECTION 9- PENALTY

- 9.1 Any person who contravenes a provision of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses, omits, or neglects to fulfil, observe, carry out or perform any duty or obligation imposed in this bylaw is guilty of an offence and;
 - a) on summary conviction is liable to a fine of not less than \$500 and not more than \$10,000.00.
 - b) on conviction of a bylaw offence under the District of 100 Mile House Bylaw Notice Enforcement Bylaw No. 1429, 2026, is liable for the penalty imposed under that bylaw; and
 - c) subject to penalties imposed by way of a bylaw offence notice or as otherwise permitted by law.
- 9.2 Each day during which violation of this bylaw is continued shall be determined to constitute a new and separate offence.

SECTION 10 – SEVERABILITY

If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

SECTION 11- REPEAL

The District of 100 Mile House Parks and Community Facilities Bylaw No, 1313-2017, and amendments thereto are hereby repealed.

READ A FIRST, SECOND AND THIRD time this _____ day of _____, 2026.

ADOPTED this _____ day of _____ 2026.

Mayor

Clerk

DISTRICT OF 100 MILE HOUSE

Parks, Public Spaces and Community Facilities Bylaw No. 1467, 2026

SCHEDULE A – INSURANCE REQUIREMENTS

INSURANCE CLAUSES

District of 100 Mile House, hereinafter called the “**District**”.

At all times during the term of this agreement, the Transferee/Tenant/Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than TWO Million Dollars (\$2,000,000) per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.

All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless 30 days written notice has been given to the District.

Should the Transferee/Tenant/Permittee fail to supply the insurance certificate prescribed by this permit/agreement, then such permit/agreement may be terminated by the District.

Release of Liability

The Transferee/Tenant/Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever; **(EXCEPT SUCH AS MAY ARISE OUT OF THE ACTS, FAILURES TO ACT OR NEGLIGENCE OF THE DISTRICT OR ITS AGENTS OR EMPLOYEES) IN CONNECTION WITH:**

- a) Any breach, violation or non-performance of any covenant, regulation, condition or term of this agreement to be fulfilled, kept, observed or performed;
- b) Any act or omission of the Transferee/Tenant/Permittee;
- c) Any damage to property while said property shall be in or about the lands and premises which are the subject matter of this agreement; and
- d) Any injury to any licensee, invitee, agent or employee of the Transferee/Tenant/Permittee, including death resulting at any time therefrom occurring in or about the lands and premises which are the subject matter of this agreement, including all costs and all legal fees and all disbursement in connection herewith.

The indemnity shall survive the expiry or sooner termination of this agreement.