



DISTRICT OF 100 MILE HOUSE
COMMITTEE OF THE WHOLE
TO BE HELD IN DISTRICT COUNCIL CHAMBERS
Tuesday March 11th, 2025, AT 3:00 PM

	<p><u>CALL TO ORDER</u></p> <p>Mayor to call the Committee of the Whole meeting to order.</p> <p>Mayor acknowledges that this meeting is being held on Tsqescencúlecw.</p>
A.	<u>APPROVAL OF AGENDA:</u>
	<p>A1</p> <p>BE IT RESOLVED THAT the March 11th, Committee of the Whole agenda <u>be approved</u>.</p>
B.	<u>INTRODUCTION OF LATE ITEMS</u>
C.	<u>DELEGATIONS:</u>
D.	<u>UNFINISHED BUSINESS</u>
E.	<u>CORRESPONDENCE</u>
Community Wind Phone	<p>E1</p> <p>BE IT RESOLVED THAT the proposal for a community wind phone installation from Cariboo-Chilcotin Funeral Service Ltd. <u>be received</u></p>

F.	<u>STAFF REPORTS:</u>
2025 Capital and Operating Budget Discussion / 2025 Property Tax Rates	F1 S. Elias, Director of Finance to present the 2025 Budget, Capital plan and Property Tax rate scenarios for Councils consideration and discussion.
G.	<u>BYLAWS:</u>
Business Licencing	G1 Council to receive and review the prepared Mobile Vendor Business Licence Guide. In addition, continued discussion on retail use of Community Hall before final amendments are made to the existing Business Licence Bylaw.
H.	<u>OTHER BUSINESS:</u>
I.	<u>QUESTION PERIOD:</u>
J.	<u>ADJOURNMENT:</u>
	BE IT RESOLVED THAT the Committee of the Whole meeting of March 11 th , 2025, adjourn: PM:

“Committee of the Whole” means a committee comprised of all Council Members of the District of 100 Mile House to consider and recommend on matters of the Districts’ business. The Committee sits in a deliberative rather than a legislative capacity, for informal debate and preliminary consideration of matters awaiting action.



CARIBOO-CHILCOTIN FUNERAL SERVICE LTD.

District of 100 Mile House
385 Birch Ave
100 Mile House, BC
V0K 2E0

Subject: Proposal for a Community Wind Phone Installation

To whom it may concern,

I am writing concerning a proposal for the District of 100 Mile House's support regarding the installation of a Community Wind Phone in 100 Mile House. This initiative aims to provide a unique and meaningful outdoor resource for those experiencing grief and loss in our community. Grief can impact every aspect of a person's well-being, and having a dedicated space in nature to honour departed loved ones can be an invaluable support to bereaved individuals.

Inspired by the original wind phone in Japan, this project seeks to create a simple, accessible, and comforting environment where community members can privately express their thoughts and emotions to lost loved ones. Many communities across Canada and beyond have embraced similar grief support resources, and I believe 100 Mile House would benefit greatly from the addition of this thoughtful initiative.

I am seeking the District's support and direction for any necessary permissions to install a wind phone at one or more of the following locations:

- Exeter Valley Accessible Nature Trail
- Centennial Park walking trail
- Other suggested location

I truly believe that this project will offer comfort to many individuals navigating the grieving process while fostering a sense of community support. I would greatly appreciate the opportunity to discuss this proposal further and explore how we can work together to bring this resource to 100 Mile House.

Thank you for your time and consideration. I look forward to your response and am available at your convenience for any questions or further discussions.

Sincerely,

Madelyn Ewinn
Licensed Funeral Director
250-395-3243



CARIBOO-CHILCOTIN FUNERAL SERVICE LTD.

Madelyn C. Gunn

225 Cedar Avenue
100 Mile House, BC
V0K 2E0
(250)-395-3243
madelyn@ccfuneral.ca

100 Mile House Community “Wind Phone” Proposal

Mission Statement

To introduce 100 Mile House and the surrounding communities to an outdoor resource as an outlet for grief, and to promote holistic and supportive methods of coping with loss.

Overview and Goals

The Canadian Hospice Palliative Care Association suggests that on average, five people are directly impacted by a single death. Bereavement is defined as a state of loss, often caused by the death of a loved one. Grief is the normal and natural process one experiences after a loss; it can affect emotions, behaviour, thoughts, and even physical and mental health. An outdoor grief resource would provide bereaved individuals with the opportunity to work through their sense of loss, whilst connecting with nature and the community.

The concept of a *wind phone* is to provide a location in nature that allows bereaved visitors to leave a message, or engage in one-way telephone conversations with their deceased loved ones. A garden designer in Japan initially created the wind phone to help him cope with a personal loss. The unconnected phone was later opened to the public in the year following the 2011 earthquake and tsunami that killed over 15,000 people. This particular *wind phone* has since received over 30,000 visitors. Many communities throughout Canada and the world have been inspired to implement similar structures within their communities as a resource to the bereaved.

We live in a small yet diverse community and at some point, everyone will experience some form of loss. The death of a family member or friend can be devastating and affects many aspects of those navigating through it. The intention behind the *wind phone* is to offer grieving individuals a resource to assist throughout their grief journey. The *wind phone* might also have the ability to connect grieving individuals with others who have experienced a loss and have

used the *wind phone*. I hope to gain support from the community as well as the appropriate permission from the District of 100 Mile House, the Cariboo Regional District and if required the 108 Property Owners Association to install a version of a *wind phone* in one or more of the listed locations:

- Exeter Valley Accessible Nature Trail
- Centennial Park walking trails

Anticipated Cost, Funding, and Upkeep

The costs for the *wind phone* will be kept low, I hope to acquire a used wall-mount phone(s) and will have a small shelter built to protect the phone from the elements. Funding for a plaque and shelter supplies will be provided by 100 Mile Funeral Service. I plan to check on the location(s) approximately every 4-6 months and will assess if any maintenance is required. I hope that the resource will be respected by the public and that any kind of vandalism does not occur.

Concept Ideas and Resources



Deer Lake Wind Phone Article: <https://www.cbc.ca/news/canada/newfoundland-labrador/wind-phone-grief-loss-deer-lake-1.6712982>

How to Support

If you are in support of this *Community Wind Phone* proposal, please be in touch 😊

madelyn@ccfuneral.ca

Though I've lost you,
I can hear your voice
in the silent echoes of your absence.
You speak to me through rustling leaves,
whistling wind and bowing branches.

Though I've lost you,
I feel you here
in this shrine of trees
in nature's sanctuary.

This Wind Phone is for all who grieve.
You are welcome to find solace here.
Please use it to connect with those you have lost.
To feel the comfort of their memory.
May you hear their voices in the wind.
May you be at peace with your losses.

These images are examples provided by staff.



**TELEPHONE
OF THE WIND**

This phone is for everyone
that lost a loved one.
It is a phone for memories
and for saying the Goodbyes
you never got to say.







DISTRICT OF 100 MILE HOUSE

M E M O

Date: March 3, 2025
To: Mayor & Council
From: Finance
Subject: DRAFT Budget 2025 + Property Tax Rates

I am writing to provide a comprehensive overview and justification for the proposed 5% mill rate increase in the upcoming 2025 budget. The information outlined below highlights the key factors driving this adjustment and underscores the necessity of this increase for the continued prosperity and sustainability of our municipality.

Revenue Considerations:

- The determination of actual tax rates relies on the revised roll from the BC Assessment Authority, expected later in March. The proposed collection amount is an estimate based on the 2025 Completed Roll totals, indicating a need for flexibility in our revenue projections.
- Funding contributions from the Cariboo Regional District support various essential functions within our municipality. In 2025 a new agreement with the Cariboo Regional District will see an additional capital contribution to the Emergency Services Training Centre of \$15,000 annually.
- Interest earned has been budgeted at a very conservative amount of \$80,000 due to planned capital expenditures and easing interest rates. The District has seen elevated interest returns over the past couple of years but cannot anticipate that to continue during a trend of lowering rates.

Utility Frontage & User Rates:

Sewer and Water Frontage taxes, as well as sewer user fees, have been subject to annual increases of 5% as per current bylaws. Water user fees will see a 10% increase in 2025 as per current bylaws, this increase is due to increasing costs for water service delivery. It is imperative to maintain these increases to ensure the efficiency and sustainability of our water and sewer infrastructure, especially as we approach the expiration of the current frontage bylaws in 2027.

Government Grants:

We anticipate receiving \$390,000 from the Small Communities Grant, which serves to offset current year operating expenses, relieving some pressure on our budget. In 2024 the District received a one time top up of the Small Communities grant in the amount of \$41,200.

The Community Works funding, determined by the UBCM Federal Gas Tax Agreement, provides vital support for eligible projects or reserves, contributing to the overall financial health of our municipality.

Expense Considerations:

Wage increases for the bargaining unit and exempt staff are reflective of collective agreements and district policies, ensuring fair compensation while adhering to budgetary constraints.

Adjustments to volunteer Fire Department members' wages align with recently adopted rates, maintaining consistency and equity within our emergency services.

Employee benefits are calculated at 28% of wages, down from 29% in 2024. While training budgets remain consistent with prior year allocations.

Increases in standard expenses are noticeable in all aspects of operations. With current trade uncertainty preparation for additional increases are necessary. To mitigate increases the District continues to seek out the best value when purchasing by competitive process, receiving multiple quotes and utilizing co-operative procurement.

Debt Principal Payments:

The District of 100 Mile House currently holds no debt, the final payment of the Blackstock Sewer debt was paid in 2024.

Capital Expenditures:

The proposed capital projects address critical infrastructure needs, equipment replacements, and community service enhancements, all of which are vital for the well-being and development of our municipality.

Capital projects are continuing to climb in expense due to inflation and trade uncertainty.

The District is currently drawing more from reserves for Capital expenditures each year than contributions being made. The 5% mill rate increase will aid in the Districts ability to increase contributions to reserves for planned Capital expenditures.

Conclusion:

In conclusion, the proposed 5% mill rate increase is necessary to address increasing costs, maintain essential services, continue current service levels, and continue to fund vital capital projects.

We remain committed to prudent fiscal management and will continue to refine the budgetary process to ensure transparency and accountability. Your support of this increase is crucial for the continued prosperity of our municipality.

This memo serves as a prelude to the presentation of the Five-year Financial Plan, scheduled for Council consideration on April 8, 2025.

Should you have any further questions or require additional information, please do not hesitate to reach out.

Thank you for your attention to this matter.

S. Elias; Dir. of Finance



T. Boulanger, CAO



100 Mile House

Mobile Vendor Business Licence Guide

1-385 Birch Ave, 100 Mile House, BC

Phone: 250-395-2434

Web : www.100milehouse.com

Email: info@100milehouse.com

Mobile Vendor Business Licence Guide

A District of 100 Mile House Business Licence is required to operate a Mobile Vendor business within the District. This information guide has been developed to assist vendors that are interested in applying for a Mobile Vendor Business Licence.

Please note that if a Licensee operates a single Business in multiple different premises or locations, each Business is deemed a separate Business for licensing purposes and must obtain a separate licence for each Business. For example, a single Businesses storefront and food truck require separate Business Licences.

The Application Process

The Business Licence application form can be found online at www.100milehouse.com/businesslicence or picked up in person at the District Office.

Once the necessary supporting documentation has been obtained, submit your completed application either in person or by sending to info@100milehouse.com

District of 100 Mile House
1-385 Birch Ave, Po Box 340
100 Mile House, V0K 2E0

Hours of operation: 8:30 am to 4:30 pm, Monday to Friday

If you have any questions, please contact the office at 250-395-2434 or by email info@100milehouse.com.

Licence Renewals

Renewal notices for business licences are sent out in mid-December each year.

Mobile Vendor Business licence renewal can be done at any time of the year. The annual fee is according to the current Fees and Charges Bylaw, this fee cannot be prorated, and late penalties do not apply. All business licences expire on Dec 31st each year.

When renewing each year please provide/arrange:

- Current business information
- Interior Health Permit to Operate
- Proof of Liability Insurance
- Schedule an inspection with the Fire Department.

New Applicants

Please submit a completed Business Licence application and attach the following supporting documents at time of submission:

Requirements	Description
Business Licence Application	Please provide a complete application form. Application forms are available online and in person.
Liability Insurance	<p>Provide a copy of your liability insurance with the following minimum requirements:</p> <ul style="list-style-type: none"> • Inclusive limit of \$5,000,000 for Public Liability and Property Damage; • Cross Liability Clause; and • District of 100 Mile House named as additional insured under the policy. • If the vendor intends on operating at the South Cariboo Recreation Centre, it is advised to also include the Cariboo Regional District as an additional Insured. <p>(Liability insurance is not required by the District if operating only on private property)</p>
Interior Health Authority (Public Health Protection Branch)	<p>It is the responsibility of the vendor to contact the Public Health Protection Branch. Approval of the vendor unit must be obtained prior to the District's Business Licence approval. Please ensure that any confirmation and approval from the Public Health Protection Branch is forwarded to the District.</p> <p>For any questions please contact the Williams Lake Health Protection Office at 250-302-5000 or by email at EHDirect@interiorhealth.ca</p>

Once the above noted requirements have been completed and submitted for review, the District of 100 Mile House Fire Department will contact the vendor to arrange an inspection of the vendor unit to ensure compliance with the Mobile Vendor Information Requirements (attached as Appendix "A").

Fire Department approval must be obtained prior to Business Licence approval and issuance.

Parking on Municipal Property

Mobile vendors are only permitted to operate on Municipal property in the following ways:

- During a permitted event (with the invitation of the event organizer)
- At predesignated spaces in Centennial Park parking lot. (Prepared food vendors only)

Designated Parking spaces at Centennial Park (Appendix B) will not be reserved and are available for public use. It is the responsibility of the vendor to arrive early and ensure that parking is available for use.

Proof of Liability insurance is required for operating on Municipal property. Municipal owned property includes but is not limited to Centennial Park, Soccer Fields, Parkside Art Gallery, Airport, Community Hall, Martin Exeter Hall and the Visitor Information Centre.

Parking on Private Property

Mobile Vendors are responsible for obtaining property owner permission to operate on private property. Proof of liability insurance is not required by the District if operating only on private property.

Operating during Events

Mobile Vendors are responsible for obtaining an invitation and/or permission to participate in events and operate within the event location. Designated food vendor parking spaces at Centennial Park parking lot are not available during permitted park events due to limited parking.

Water and Electrical Power Sources

Electrical and water connections will not be provided on any Municipal owned properties. Vendor units must be self-contained and capable of providing their own power and water sources.

Waste and Recycling

Vendors must provide proper waste and recycling receptacles adequate to ensure the cleanliness of the adjacent area.

Attachments

Appendix "A" – Fire Department Information and Safety Check List
Appendix "B" – Centennial Park Approved Food Truck Location Map

Contact

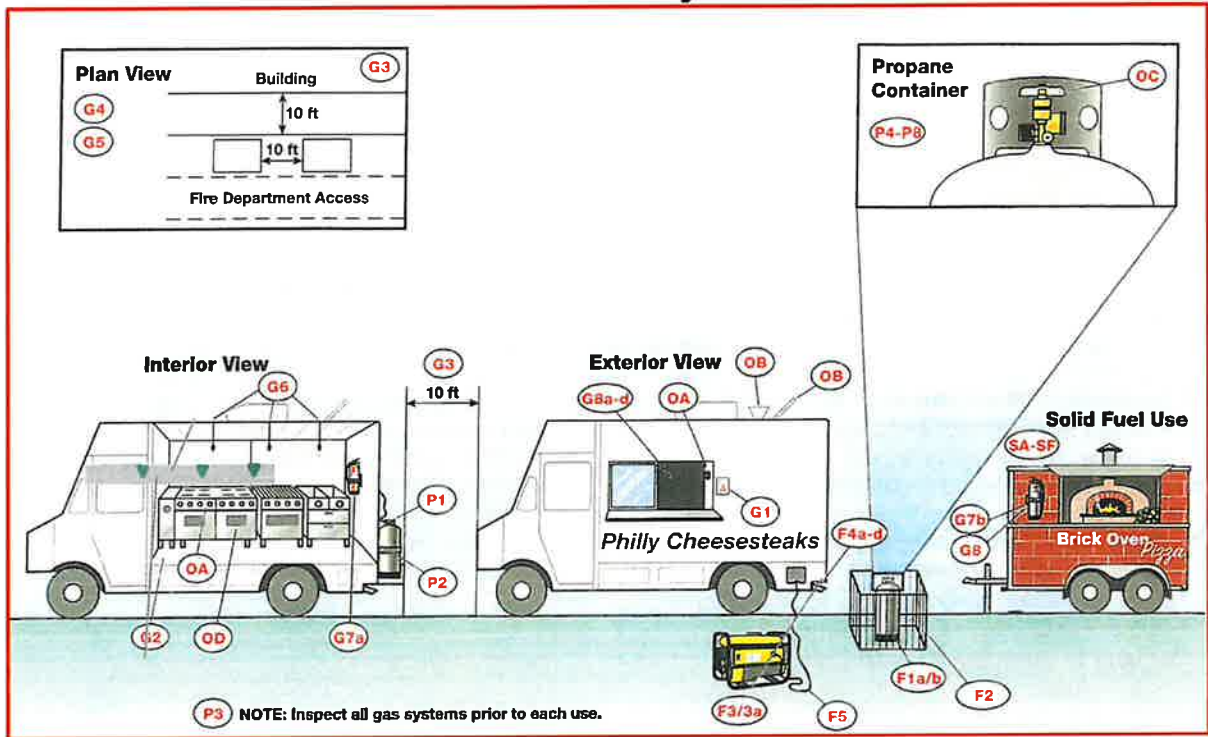
Should you have any questions or comments concerning the guide content, approval process, or locations, please contact at 250-395-2434 or by email at info@100milehouse.com.



100 Mile House Fire Rescue

385 Horse Lake Road | 100 Mile House, BC, V0K 2E0
 p: 250.395-2152 | district@100milehouse.com
 www.100milefire.com

- Mobile Vendors Safety Check Sheet-



This safety check sheet provides mobile food vendors with safety checklists. The red keys at the end of sentences correspond with the above diagram. Please review the checklists and ensure all applicable requirements are in compliance prior to mobile vendor operation.

This is not an all-inclusive checklist. Therefore, a Fire Inspector may identify additional measures to be completed.

British Columbia Fire Code, Division C, Part 2, Section 2.2. Sentence (1) states, "Unless otherwise specified, the owner or the owner's authorized agent shall be responsible for carrying out the provisions of this Code".

If you require clarification or additional information, please contact 100 Mile Fire Rescue at 250-395-2152.

General Safety Checklist:

- Obtain license or permits from the local authorities. District of 100 Mile House business License, Fire Inspection, Electrical Certification, and Technical Safety BC Directive D-GA-2014-2 Gas Inspection. **G1**
- No public seating within the mobile vendor unit. **G2**
- Clearance of at least 10 ft away from buildings, structures, vehicles and any combustible materials. **G3**
- Verify fire department apparatus access is provided for fire lanes and access roads. **G4**
- Do not block access to fire hydrants and building fire department connections. **G5**
- Recommend cooking operations that produce grease-laden vapours be NFPA 96 compliant related to the design, installation, operation, inspection, and maintenance of those cooking operations. **G6**
- Portable extinguishers are present in kitchen area; Class K and ABC multi-purpose dry chemical. **G7a**
- If using solid fuel cooking appliance that produces grease-laden vapours, ensure a listed fire extinguishing system protects the appliance area. **G7b**
- Ensure workers are trained in the following: **G8**
 - Proper use of portable fire extinguishers and extinguishing systems. **G8a**
 - Proper method of shutting off fuel sources. **G8b**
 - Proper procedure for notifying the fire department. **G8c**
 - Proper procedure for how to perform simple leak test on gas connections. **G8d**

Fuel and Power Sources:

- Verify that fuel tanks/cylinders are filled to the capacity needed for uninterrupted operation during normal operating hours. **F1a**
- Ensure that refueling is conducted only during non-operational hours. **F1b**

- Verify that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. **F2**
- Ensure that any engine-driven power source is shut down and surfaces are cool to the touch prior to refueling from a portable container. **F3**
- Make sure that exhaust from engine-driven power sources comply with the following:
 - At least 10 ft in all directions from openings, air intakes and fuel sources. **F4a**
 - At least 10 ft from every means of egress. **F4b**
 - Directed away from all buildings. **F4c**
 - Directed away from all other mobile vendors and operations. **F4d**

Propane System Integrity:

- Check that the main shutoff valve on all LP gas cylinders is readily accessible. **P1**
- Ensure that portable gas cylinders are in the upright position and secured to prevent tipping over. **P2**
- Inspect gas system prior to each use. **P3**
- Perform leak testing on all new gas connections of the gas system. **P4**
- Perform leak testing on all gas connections affected by replacement of an exchangeable cylinder. **P5**
- Document leak testing and make documentation available for review by the authority having jurisdiction. **P6**

Operational Safety:

- Do not leave cooking equipment unattended while it is still hot. **OA**
- Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. **OB**
- Close gas supply piping valves and gas cylinder valves when equipment is not in use. **OC**
- Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. Hood system to be cleaned by a qualified hood cleaning company every 6 months. Documentation required. **OD**
- Fixed suppression system to be tested every 6 months. Testing documentation required. **G6**
- Perform the monthly owner's fixed suppression system inspection, which includes: **G6**
 - Inspect in accordance with the manufacture owner's manual, or at least,
 - The extinguishing system is in the proper location.
 - The manual actuators are unobstructed.
 - The tamper indicators and seals are intact.
 - The maintenance tag or certificate is in place.
 - No obvious physical damage or condition exists that might prevent operation.
 - The pressure gauge(s), if provided, shall be inspected physically or electronically to ensure it is in the operable range.
 - The nozzle blowoff caps, where provided, are intact and undamaged.
 - Neither the protected equipment nor the hazard has not been replaced, modified, or replaced.

Solid Fuel Safety (Where Wood, Charcoal, Or Other Solid Fuel Is Used):

- Fuel is not stored above any heat-producing appliance or vent. **SA**
- Fuel is not stored closer than 3 ft to any cooling appliance. **SB**
- Fuel is not stored near any combustible/flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. **SC**
- Fuel is not stored in the path of the ash removal or near removed ashes. **SD**
- Ash, cinders, and other fire debris shall be removed from the firebox at regular intervals and at least once a day. **SE**
- Removed ashes, cinders, and other removed fire debris shall be placed in a closed, metal container, extinguisher with water and located at least 3 feet from any cooking appliance. **SF**

Revised January 27th, 2025

Centennial Park – Designated Parking Spaces

Two (2) Vendors Allowed (Prepared food vendors only)

During permitted Centennial Park events the designated spaces will not be available.



DISTRICT OF 100 MILE HOUSE

Schedule "D" – Business Licenses

LICENSE FEES

- 1 Except where otherwise stated, the fees payable for a new Business License for the first calendar year of the application will be **One Hundred and Twenty Dollars (\$120.00)**, which fee will be reduced to **Eighty Dollars (\$80.00)** in the second and subsequent calendar years.
- 2 The fees payable for a Business License for the first calendar year of the application will be **Eighty Dollars (\$80.00)**, where a person submits an application and commences business after July 31st of the given calendar year.
License fees that remain unpaid after January 31st will be treated as a new application and the appropriate fees shall apply..
- 3 Cannabis – Production or Retail Sales \$ 500.00
- 4 Carnivals and Circuses \$ 175.00/day
- 5 Farmer's Market \$ 80.00
- 6 Mobile/Street Vendor \$ 250.00
- 7 Off-Premises Sales \$ 100.00 per event
- 8 Rentals & Lodging

For any person offering for rent or lease of lodging, where more than 2 rooms are available for letting or renting.

- | | |
|--|------------------|
| a) Apartment Houses | \$ 5.00 per unit |
| b) Boarding/Rooming Houses | \$ 2.00 per unit |
| c) Motel-Motor Hotel | \$ 5.00 per unit |
| d) Hotel | \$ 2.00 per room |
| e) Hotel-Coffee House, Dining Room, Banquet Room, Beer Parlor, Liquor Lounge | \$ 50.00 each |

Minimum Business License Fee for Rentals & Lodging shall be **Eighty Dollars (\$80.00)**.

The above noted rates will apply to new or existing Business Licenses. License fees that remain unpaid after January 31st of any given year, will be cancelled and anew license will be charged out at the appropriate rates, as calculated above, plus 50%.

- 9 **Special Events** **\$ 100.00**
- 10 Transfer Fee \$ 35.00
- 11 Transfer fee where only a name of a business has changed (ownership and location remains the same) \$ 10.00

DISTRICT OF 100 MILE HOUSE
BUSINESS LICENSE BYLAW NO.1407, 2023

A bylaw to provide for licensing and regulation of businesses

WHEREAS pursuant to the Community Charter, Council may, by bylaw, regulate matters in relation to business.

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

1. TITLE

This Bylaw may be cited for all purposes as "***Business License Bylaw No.1407, 2023.***"

2. REPEAL

The "District of 100 Mile House Business License Bylaw No.1252, 2013," and all amendments therefore are hereby repealed.

3. SEVERABILITY

If any portion of this bylaw is found invalid by a court of competent jurisdiction, it shall be severed and the severance shall not affect the validity of the remainder of the bylaw.

4. INTERPRETATION

Except as otherwise defined in **Schedule A** to this Bylaw, words and phrases herein are to be construed in accordance with their meanings under the *Community Charter* and the *Interpretation Act*, as the context and circumstances require. A reference to a statute refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any enactment refers to that enactment as it may be amended or replaced from time to time. Headings are for conveniences only and must not be construed as defining or in any way limited the scope or intent of this Bylaw. If any part of this Bylaw is held as being invalid by a court of competent jurisdiction, the invalid parts is severed and the remainder is deemed to have been enacted without the invalid part.

5. APPLICATION

This Bylaw applies to all business activity in or from premises within the District, except in relation to activity carried on:

- (a) by the government of Canada or its agents, corporations or persons acting for or on behalf of the Federal government;
- (b) by the Province of British Columbia or its agents, corporations or persons acting for or on behalf of the Province;
- (c) by the District or another local government or by an agent, corporation, or person acting for or on behalf of the District or other local government;
- (d) by a person on an Indian Reserve, by an Indian Band within the meaning of the *Indian Act* (Canada), or by an Indian Band organization composed exclusively of Indian Bands or other person employed to act for or on behalf of the Indian Band.

6. COMPLIANCE WITH OTHER APPROVAL AGENCIES

6.1 If a business is subject to any requirements, approvals, or restrictions of the federal, provincial, or local government, the applicant must meet all requirements, acquire such approvals, and adhere to such restrictions prior to submitting an application.

6.2 The District's issuance of a license is not a representation by the District to the licensee or any person that the business complies with legislation, or other enactments, that apply to that business. As such, if the District issues a license to a licensee, it is their responsibility for ensuring that their business complies with all applicable legislation and enactments.

7. AUTHORITY OF BUSINESS LICENSE INSPECTOR

7.1 The following officers of the District of 100 Mile House are designated as "License Inspectors" for the purpose of issuing business licenses and/or administering and enforcing the provisions of this bylaw:

- (i) CAO or Deputy
- (ii) Corporate Officer or Deputy

7.2 The Business License Inspector may, in accordance with this Bylaw:

- (a) issue a license when he or she is satisfied that the applicant has complied with the requirements of the regulations governing building, zoning, fire, health, sanitation and business;
- (b) shall have the authority to grant or refuse a business license in any specific case, provided that a business license shall not be unreasonably refused and, in the case of refusal, upon request, the Business License Inspector will provide written reasons for refusal.

8. LICENCE REQUIREMENTS

8.1 A person must not operate a business within the District except in accordance with this Bylaw and, unless exempted in this Bylaw, in accordance with a valid and current license issued by the License Inspector for that business.

Exemptions

8.2 A license is not required for the following activities:

- (a) a performance, concert, exhibition or entertainment the entire proceeds of which, above actual expenses, are devoted to a charitable purpose.
- (b) a performance, concert, exhibition, entertainment or concession that is held in a licensed theatre or other licensed place.
- (c) a business of letting or renting rooms if not more than 2 rooms are available for letting or renting.
- (d) commercial travelers offering for sale or selling merchandise to merchants for resale by them in the ordinary course of their business.
- (e) owners or operators of retail businesses who only deliver commodities sold by them in the ordinary course of business and pick up commodities being returned or exchanged..
- (f) persons practicing a profession governed by a special Act, unless they regularly and generally carry on business in the municipality.
- (g) Non-profit organizations are not required to obtain a business license but will be required to register with the District.

Applications and Information

- 8.3** Every person applying for a license or a transfer of license shall complete the District Business License Application form. Applications may be signed by the owner or his duly authorized representative.
- 8.4** Any person making an application for a license shall give true and correct details for the business that the license is being applied for, on the application form supplied by the District. Any false declaration or concealment of material facts shall be deemed an infraction of this Bylaw and shall be liable to the penalties set forth in Section 11.4.
- 8.5** For the purpose of this Bylaw, where a business is carried on, in or from more than one premises, the business carried on, in or from each premises shall be deemed a separate and distinct business.
- 8.6** Where more than one business with separate and/or different owners is carried on, in or from a single premise, each separate business requires a business license.
- 8.7** Where more than one business is operated by one owner in or from a single premise, a business license shall be required for the principal business only.
- 8.8** Off-premises sales are permitted where an existing business is carried on from a fixed premise in the District and the business wishes to independently carry on for a temporary period of time from a commercial premise or on municipal property, as per Section 10.25.

Term of License and Renewal

- 8.9** A license shall be valid for the year in which it is obtained unless it has been cancelled.
- 8.10** In order to continue to operate a business beyond the term of its license, a licensee must renew the license by paying the applicable license fee. For every license renewal the fee must be paid before January 31st of each and every year that the business activity continues.
- 8.11** License fees that remain unpaid after January 31st will be treated as a new application and the appropriate fees shall apply.

License Fees

8.12 A license is not valid until the required license fee payment, as described in the Fees & Charges Bylaw, has been received.

Transfers

8.13 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.

8.14 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.

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

Display of License

8.16 The license holder or person in charge of the premises wherein the business is practiced, shall at all times keep the Business License prominently displayed in the sales or reception area of the premises to which the public has access, or in an area designated by the License Inspector.

8.17 Upon the termination of the business operations by the license holder, the license holder shall notify the License Inspector that the license is no longer required and shall surrender the license to the License Inspector.

9. GENERAL REGULATIONS

Inspections

9.1 Without limiting Section 7.2, the License Inspector or a Bylaw Enforcement Officer may, at reasonable times and in a reasonable manner, enter on or into a property, building, structure, or other premises where business is or appears to be carried on to inspect and determine whether all restrictions, conditions and requirements under this Bylaw or another applicable enactment are being met.

Terms and Conditions by License Inspector

- 9.2** The License Inspector may impose terms and conditions that must be met for obtaining, continuing to hold, or renewing a license for the purpose of addressing any concern or obstacle to the reasonable operation of the business, including issues of safety, health, nuisance, crime prevention or reduction, security of persons or property, and otherwise for compliance with this Bylaw or other applicable enactments.

Suspension or Cancellation of License

- 9.3** A business license may be suspended or cancelled for reasonable cause. Without limiting subsection 9.3, any of the following circumstances may constitute reasonable cause:
- (a) the holder fails to comply with a term or condition of the license;
 - (b) the holder is convicted of an offence indictable in Canada;
 - (c) the holder is convicted of an offence under an Act or municipal bylaw in respect of the business for which the holder is license or with respect to the premises named in the license;
 - (d) the holder is deemed, under this Act or the *Offence Act*, to have pleaded guilty to an offence referred to in section 9.3(c).
 - (e) the holder has ceased to comply with a bylaw or has otherwise ceased to meet the lawful requirements to carry on the business for which the holder is licensed or with respect to the premises named in the license;
 - (f) in the opinion of the Council, the holder has engaged in misconduct that warrants the suspension or cancellation of the license, if the misconduct is:
 - i. in respect of the business
 - ii. in or with respect to the premises named in the license, or
 - iii. in respect of that business or another business, or in or with respect to the premises of that business or other business, carried on by the holder inside or outside the municipality.
- 9.4** The suspension of a license by the License Inspector shall be made by notice in writing signed by the License Inspector and served on the person holding such license or delivered to the holder of such license by

registered mail to the address given by the Licensee on the application for license.

- 9.5** Any person whose license has been suspended under section 9.3 may appeal to the District Council, and upon appeal, the Council may confirm or may set aside the suspension on such terms as Council may think fit.
- 9.6** The License Inspector is authorized to grant a license if, in his or her opinion he or she is satisfied that the applicant has complied with the requirements of the bylaws of the District regulating building, zoning, health, sanitation and business. In cases where the License Inspector is not satisfied that the applicant has complied with the requirements of the aforementioned bylaws, the License Inspector may refuse to grant a license.
- 9.7** Notwithstanding anything contained in this bylaw, District Council may, on the affirmative vote of at least two-thirds (2/3) of its members, refuse in any particular case to grant the request of an applicant for new or renewed Business License; however, the granting or renewal of a license must not be unreasonably refused.

10. SPECIFIC BUSINESS REGULATIONS

Carnivals and Circuses

- 10.1** No Business License shall be issued for a *Carnival* or *Circus* until the applicant provides to the District of 100 Mile House, proof satisfactory to the License Inspector of a commercial general liability insurance that:
- (a) has limits of not less than \$5,000,000 per occurrence;
 - (b) includes the District named as additional insured;
 - (c) the licensee shall hold the District harmless against claims, actions for injury, property damage, loss or death arising out of or resulting from the operation of a business;
 - (d) contains a cross-liability clause;
 - (e) provides that the insurer will give the District at least 30 days prior written notice of cancellation of, or material alteration to, the policy.

Transportation Service

- 10.2** Every business carrying the license for a taxi/shuttle/limousine must provide the District of 100 Mile House with a valid copy of a British Columbia Drivers License.

10.3 No business shall operate or permit to operate, in the District of 100 Mile House, a commercial passenger vehicle unless licensed under the provisions of the British Columbia Passenger Transportation Act.

Second-Hand Dealers and Pawnbrokers

10.4 Every Second-Hand Dealer and Pawnbroker shall keep a register and shall clearly record in that register the following information on each item at the time the item is received:

- (a) a reference number unique to the item;
- (b) the make, model, serial number and description of the item;
- (c) the amount paid for the item;
- (d) the time and date of receipt of the item;
- (e) the full name, residential or business address and full description of the person from whom such articles, goods or things were purchased or received, along with the number and expiration date from one of the following picture identifications: a passport, a driver's license, or a British Columbia Identification (BC ID) card;
- (f) the full signature of the person from whom the articles, goods or things were purchased or received; and
- (g) the make, model and Provincial License Plate of the motor vehicle used by the person from whom such articles, goods, or things were purchased or received, for the purpose of delivering the articles, goods or things.

10.5 The register shall be the permanent record and the operator responsible shall ensure that it is not destroyed, defaced or mutilated. No entry which has been made shall be erased or obliterated. The register shall be open to inspection by members of the RCMP Detachment and by the District Bylaw Enforcement Officer at all times during business hours.

10.6 Every operator shall forthwith upon demand being made by any member of the RCMP Detachment provide, during business hours any and every article requested which has been received or acquired by the business.

10.7 No operator shall alter, sell, exchange or otherwise dispose of any item which has been received or acquired by the business within seven (7) days of receipt or acquisition.

10.8 No operator shall allow any item to be removed from the premises within seven (7) days of the date of receipt or acquisition, unless such item is removed by a member of the RCMP Detachment.

- 10.9** Every operator under this category, or their employee or agent, shall on the Saturday of each and every business week, compile and sign a true and accurate report of all articles received or acquired during such business week. Such report shall be delivered, in the form required by the License Inspector, to the Non-Commissioned Officer of the 100 Mile House RCMP Detachment by 10:00 a.m. of the 1st business day of the following week.
- 10.10** Every operator under this category shall ensure that his premises are maintained in an orderly and safe condition, and shall ensure that no part of the premises are unsightly.
- 10.11** This section of the bylaw does not apply to operators of second-hand art and book shops, second-hand clothing stores and not for profit thrift stores.

Mobile/Street Vendor

- 10.12** Every business carrying a license for mobile/street vendor shall only operate on private property with written permission of the owner/tenant, a copy of which is to be kept on file at the District, and upon approval of Council, any municipal owned designated property.
- 10.13** Every person who sells from a vehicle shall provide registration for the vehicle and provide valid Personal Identification.
- 10.14** Every business shall obtain five million (\$5,000,000) liability insurance inclusive of limits covering bodily injury, death and property damage including the loss of use of such property, showing the District of 100 Mile House as a coinsured party and a copy of which is to be kept on file at the District.
- 10.15** Every mobile/street vendor who sells any commodity by its weight, shall have available and use a weigh scale capable of accurately weighing any such commodity.
- 10.16** A Health Permit is required for the selling/preparing/serving of food or beverages.
- 10.17** Must always display business license within the motorized or non-motorized vehicle/cart.
- 10.18** Every mobile/street vendor shall ensure that the business does not obstruct the free movement of pedestrians and traffic, as applicable.

10.19 Every mobile/street vendor shall ensure that any and all litter, refuse or garbage generated by the business be disposed of appropriately, and that the space is maintained and left in a safe, clean and sanitary condition.

Off-Premises Sales

10.20 Off-premises sales are permitted subject to the conditions outlined in the bylaw.

10.21 Off-premises sales are permitted only in areas designated and zoned commercial in the Zoning Bylaw.

10.22 Off-premises sales are restricted to a maximum of three (3) days per event.

10.23 If the off-premises sales are held on privately-owned property, written permission of the property owner and tenant or such other person duly authorized to give such permission should be obtained and a copy shall be provided to the District of 100 Mile House prior to the event.

10.24 Where an existing business is carried on from a fixed premise in the District and the business wishes to independently carry on for a temporary period of time from a commercial premise or on municipal property, the fees described in the Fees & Charges Bylaw will apply:

10.25 A business may only operate on municipal property with written approval from the District of 100 Mile House. Any person or business, seeking a license to conduct business on municipal property, must obtain liability insurance in the amount of Five Million Dollars (\$5,000,000.00) for personal injury, death and property damage, as well as (if applicable), vehicle insurance. The liability insurance must contain a clause indemnifying the District from liability in the event of injury or damage being done to any person or property as a result of any activity of the business, and contain a clause that the insurance cannot be terminated without a thirty day notification of such to the District of 100 Mile House. Proof of such insurance must be submitted to the satisfaction of the Director of Financial Administration or License Inspector prior to the granting of a license.

10.26 Applications that are refused by the License Inspector will be forwarded to Council for reconsideration if written request is received in the Municipal Office within ten (10) days of refusal of the license.

Farmer's Market

- 10.27** Every Farmers' Market applicant must obtain a license that shall cover ALL the vendors participating in the market inclusive of mobile concessions and prior to allowing the sale of any goods, be able to provide evidence that all vendors intending to sell food products have complied with any conditions, restrictions or requirements of the District and the Medical Health Officer.
- 10.28** Every Farmers' Market must not operate on District lands or premises until the Farmers' Market applicant has obtained permission from Council and has provided a certificate of insurance that includes vendors' product liability, in a form and on terms acceptable to the District naming the District as an additional insured.
- 10.29** Each location is deemed to be a separate market and a license will be required for each market location.

Special Events

- 10.30** A business entity must complete the "*Business License Application for Special Events*" to obtain a valid business license for the location where a special event is to be held or conducted, except in the case where the location is occupied by a not-for-profit entity which is not required to hold a business license for the location.
- 10.31** At multi-vendor events,
- (a) The primary organization for the event is required to attain a business license;
 - (b) A business license is not required if the organizer is a not-for profit entity which continuously and legally occupies the location, whether or not they are required to hold a valid business license for that location;
 - (c) Vendors are not required to attain a business license, however it is the responsibility of the primary organization to ensure that each vendor has attained appropriate health inspections, liability insurance, etc.
- 10.32** The License Inspector may waive the license fee for a special event where the organizer is a not-for-profit organization and the purpose of the event is to raise funds for charitable purposes.

Cannabis Retail Store License Regulations

- 10.33** A requirement of this bylaw pertaining to Cannabis Retail Stores does not abrogate the applicant of any other requirements contained herein that are generally applicable to all businesses.
- 10.34** A business license for Cannabis Retail Store is required whether the Cannabis store operates for profit or not for profit basis.
- 10.35** A business license will only be issued once an “approval in principle” is received from the Province and the District has provided a favorable resolution to the LCRB. The business license will be issued on the condition that the LCRB provides final approval.
- 10.36** The *Cannabis Control and Licensing Act* defines regulations and terms and conditions that relate to owners and operators of non-medical cannabis retail stores in B.C. and it is the responsibility of the licensee to be aware of and to operate in compliance with these rules.
- 10.37** Licensees are also responsible for knowing and complying with any Federal, Local Government and/or Indigenous Nation laws, bylaws and requirements.
- 10.38** A Cannabis Retail Store must not:
- (a) advertise or promote the use of cannabis to a person under the age of 19;
 - (b) allow a person to smoke, vape, consume or otherwise ingest Cannabis or products containing Cannabis on the premises;
 - (c) display signage that is in contravention of Provincial and Federal legislation and the District’s Sign Regulation Bylaw including all amendments and replacements thereto;
 - (d) place any sandwich board signs outside the premises;
 - (e) operate the cannabis retail store between the hours of 9 pm and 9 am daily
- 10.39** A Cannabis Retail Store must:
- (a) use the front door for public access to the retail storefront;
 - (b) install video surveillance cameras that monitor all entrances and exits and the interior of the business premises at all times;
 - (c) install a security and fire alarm system;

- (d) not allow Cannabis to remain on the premises when the business is not open to the public, unless the Cannabis is securely stored on the premises in a locked cannabis storage room & display cases.
- (e) ensure that no odour is detectible from public property, neighboring properties, or other premises within the same building;
- (f) not use the premise to carry on business other than the Cannabis Retail Store;
- (g) ensure that windows on street frontage of the premises are not blocked by translucent or opaque material, artwork, posters, shelving, display cases or similar elements;
- (h) ensure the cannabis and cannabis accessories are not visible from outside the store.

10.40 A Cannabis Retail Store must promptly bring to the attention of the License Inspector:

- (a) the name of any new on-site manager, officer, director or shareholder of the licensee;
- (b) any criminal charge brought against the licensee or an on-site manager, officer, director or shareholder of the licensee.

10.41 A Cannabis Retail Store must promptly provide the License Inspector a current police information check for any now on-site manager, officer, director or shareholder of the licensee.

10.42 Any person making application for a Cannabis Retail Store license shall at the time of making such application,, in addition to the general requirements under this Bylaw, must;

- (a) hold a valid license issued by the Province to sell cannabis and be in compliance with all conditions and requirements of said license;
- (b) provide any other documents required by the License Inspector.

Cannabis Production

10.43 The *Cannabis Act* defines regulations and terms and conditions that relate to cannabis production in Canada and it is the responsibility of the licensee to be aware of and to operate in compliance with these rules.

10.44 Licensees are also responsible for knowing and complying with any Provincial, Local Government and/or Indigenous Nation laws, bylaws and requirements.

10.45 A license holder for a business which is Cannabis Production must do the following:

- (a) install and maintain an air-filtration system on the premises that prevents odour from seeping outside the facility and prevents odour from being detected beyond the property where the facility is located.

11. ENFORCEMENT, CONTRAVENTION AND PENALTY

Enforcement

11.1 This Bylaw may be enforced by a Bylaw Enforcement Officer or a person duly appointed as the License Inspector and may be enforced:

- (a) by means of a ticket issued under the MTI Bylaw No.1340, 2019
- (b) by way of proceeding brought under the *Offence Act*

Contravention

11.2 Any person who fails to comply with the regulations within this Bylaw, or who violates any provision of this bylaw, is guilty of an offence.

11.3 Where the offence is a continuing one, each day that the offence continues shall constitute a separate offence.

Penalty

11.4 Upon being convicted of an offence under this Bylaw, a person shall be liable:

- (a) if issued a ticket, to pay a fine imposed under the MTI Bylaw No.1340, 2019
- (b) if a proceeding is brought under the *Offence Act*, to pay the fine imposed and any further amounts that may be ordered by the court under the *Community Charter* or the *Offence Act*.

READ A FIRST, SECOND AND THIRD time this 12th day of September, 2023.

ADOPTED this 10th day of October 2023.

Mayor

Corporate Officer

SCHEDULE "A" DEFINITIONS

In this Bylaw:

Amusement Machines	means machines or surfaces on which mechanical, electrical, automatic or computerized games or contests are placed for amusement or entertainment, and for which a coin or token is required or a fee is charged for use. Without restricting the generality of the foregoing, Amusement Machines include video machines, pinball machines, pool and billiard tables;
Cannabis	means cannabis as defined in the <i>Controlled Drugs and Substances Act</i> or <i>Cannabis Act</i> , and includes any products containing cannabis.
Cannabis production	means the premises where cannabis and cannabis derivatives (whether medical or non-medical) are lawfully cultivated, propagated, harvested, researched, tested, produced, store, manufactures, prepared, packaged, distributed, destroyed, transported, shipped, or delivered, but does not include retail cannabis sales or the cultivation of cannabis by an individual for personal use and consumption.
Cannabis retail sales	means the sale of cannabis or cannabis accessories as lawfully permitted and authorized under the Provincial Cannabis Control and Licensing Act to retail consumers for consumption off site.
Carnival	means a business having any mechanical riding device, games of chance or skill, midways or similar attractions;
Circus	means the exhibiting of a public circus menagerie, hippodrome, horse show or pony show;
Farmers Market	means persons carrying on a business in an outdoor or enclosed market, made up multiple vendors, for the sale of farm and garden produce and handicrafts produced by full-time residents of the area;

Mobile/Street Vendor	means the business of selling or offering for sale goods or services primarily from a motor vehicle, trailer, cart or other mobile device;
MTI Bylaw	means the District of 100 Mile House Municipal Ticket Information Bylaw No.1340, 2019, and as amended from time to time or superceded;
Pawnbroker	means every person who carries on the business of taking goods or chattels in pawn, whether or not the provisions of the <i>Pawnbrokers Act</i> apply to him;
Personal Photo Identification	means any of the following that is current and valid and includes a photograph of the person it identifies: (a) a driver's license issued by a Canadian province or territory; (b) a provincial identity card; (c) a passport issued by the government of Canada or another state recognized by the government of Canada; (d) a certificate of Canadian citizenship or landed immigrant status issued by the government of Canada; or (e) a certificate of Indian status issued by the government of Canada;
Second-Hand Dealer	means and includes every person who is in the business of purchasing, receiving, taking on consignment, holding, offering for sale or trade, selling, exchanging or otherwise dealing with used or second-hand property of any kind whatsoever;
Special Events	means a business type involving short term or temporary events, performances, concerts, exhibitions, entertainment or concession which includes but is not limited to retail sale, auction, Trade show, flea market or craft fair.
Trade Show	means a type of Special Event involving organizing a group of more than five (5) merchants to gather in one location or building to offer or promote sales, such as the sale of goods, wares, merchandise, services, products or concepts.