

**VILLAGE OF PEMBERTON**  
**-UPDATED SPECIAL COUNCIL MEETING AGENDA-**

**Agenda** for the **SPECIAL Meeting** of Council of the Village of Pemberton to be held Tuesday, June 9, 2020 at 9:30 a.m. Via ZOOM Webinar. This is Meeting No. 1516.

*"This meeting is being recorded on audio tape for minute-taking purposes as authorized by the Village of Pemberton Audio recording of Meetings Policy dated September 14, 2010."*

**\* All Council and Staff will be attending the meeting electronically. Instructions for public participation at the meeting can be found here.**

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Item of Business	Page No.
<b>1. 9:30 A.M. CALL TO ORDER REGULAR MEETING</b>	
In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.	
<b>2. APPROVAL OF AGENDA</b>	
<b>Recommendation:</b> THAT the Agenda be approved as presented.	
<b>3. REPORTS</b>	
<b>a) Office of the Chief Administrative Officer</b>	
<b>i. Public Works Mutual Aid Agreement – Village of Pemberton, Resort Municipality of Whistler, District of Squamish and Lions Bay</b>	2
<b>Recommendation:</b> THAT Council authorize the Mayor and CAO to execute the Public Works Mutual Aid Agreement between the Village of Pemberton, the Resort Municipality of Whistler, the District of Squamish and Lions Bay.	
<b>b) Development Services</b>	
<b>i. Liquor &amp; Cannabis Regulation Branch Policy Directive 20-13 – Temporary Expanded Service Area Authorization</b>	17
<b>Recommendation:</b> THAT Staff send confirmation to the LCRB that the Village of Pemberton has chosen to pre-approve all applications to temporarily expand service areas until October 31, 2020 in order to support the local hospitality's efforts to ensure physical distancing on outdoor patios, encourage local economic vitality, and expedite the LCRB approval process.	
<b>4. IN CAMERA</b>	
THAT the meeting is closed to the public in accordance with the <i>Community Charter</i> Section 90 (a) Personal Information that in the view of Council could reasonably expect to harm the interest of the municipality if they were held in public.	
<b>5. RISE FROM IN CAMERA</b>	
<b>6. ADJOURNMENT OF SPECIAL COUNCIL MEETING</b>	

**Date:** Tuesday, June 9, 2020

**To:** Council

**From:** Nikki Gilmore, Chief Administrative Officer

**Subject:** Public Works Mutual Aid Agreement – Village of Pemberton, Resort Municipality of Whistler, District of Squamish and Lions Bay

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### **PURPOSE**

The purpose of this report is to present to Council the Public Works Mutual Aid Agreement between the Village of Pemberton, the Resort Municipality of Whistler, the District of Squamish and Lions Bay.

### **DISCUSSION AND COMMENTS**

As a result of the COVID-19 outbreak, the Provincial government has issued several Ministerial Orders. On March 26, 2020, as authorized under the *Emergency Program Act* (B.C.), the Minister of Public Safety and Solicitor General issued Ministerial Order No. M084, the Local Authorities and Essential Goods and Supplies (COVID-19) Order (**Appendix A**).

The COVID-19 M084 Order requires that local authorities use best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure that first responder, waste water and drinking water services are maintained during the state of emergency regarding the COVID-19 pandemic.

In accordance with the COVID-19 M084 Order, and to provide ongoing mutual aid during any period of public emergency, the Village of Pemberton, the Resort Municipality of Whistler, the District of Squamish and Lions Bay have discussed and agreed that it is in the best interest of the respective jurisdictions in the Sea to Sky area to enter into an Agreement whereby each jurisdiction may provide resources to the other jurisdiction as required in connection with the provision of sanitary waste water and drinking water services. A Final Draft of the Agreement has been attached as **Appendix B**.

### **COMMUNICATIONS**

There are no communication elements required at this time as it is operational.

### **LEGAL CONSIDERATIONS**

The Public Works Mutual Aid agreement has been reviewed by the Village's legal counsel. There are no concerns noted by the Village's solicitors.

### **IMPACT ON BUDGET & STAFFING**

There is expected to be minimal financial implications should the Village enact the Agreement. As per section 3 of the Agreement:

- 3.1 A Receiving Party will pay for Emergency Resources on a cost-recovery basis. The Providing Party will invoice the Receiving Party for the cost of the Emergency Resources within 90 days following the provision of the Emergency Resources, and the Receiving Party will pay the invoiced amount to the Providing Party within 30 days following delivery of any invoice, notwithstanding that such costs may be recoverable from or by a third party.
- 3.2 For greater certainty, a Providing Party may only recover the actual cost of providing the Emergency Resources, including, without limitation, salaries of emergency personnel and out-of-pocket costs. No overhead or profit will be charged by any Providing Party to another Party.

Should the other jurisdictions require assistance from the Village, we would also have the ability to cost recover.

### **INTERDEPARTMENTAL IMPACT & APPROVAL**

Public Works has been involved in reviewing the Agreement as well providing relevant inventory and assets of the water and sanitary systems so all Parties are aware of each other's assets in the event Mutual Aid is required.

### **IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS**

Entering into the Mutual Aid between the municipalities in the Sea to Sky Corridor is a benefit to all parties within the region with respect to ensuring first responder, waste water and drinking water services are maintained during the state of emergency regarding the COVID-19 pandemic.

### **ALTERNATIVE OPTIONS**

There are no alternative options for consideration.

### **POTENTIAL GOVERNANCE CONSIDERATIONS**

The development of a Public Works Mutual Aid Agreement between the municipalities within the Sea to Sky corridor to ensure first responder, waste water and drinking water services are maintained during the state of emergency regarding the COVID-19 pandemic align with the Strategy Priority – Good Governance, whereby the Village is committed to being an open and accountable government.

### **RECOMMENDATIONS**

**THAT** Council authorize the Mayor and CAO to execute the Public Works Mutual Aid Agreement between the Village of Pemberton, the Resort Municipality of Whistler, the District of Squamish and Lions Bay.

**Attachments:**

**Appendix A:** Ministerial Order No. M084, the Local Authorities and Essential Goods and Supplies (COVID-19) Order.

**Appendix B:** Public Works Mutual Aid Agreement –Village of Pemberton, Resort Municipality of Whistler, District of Squamish and Lions Bay

Submitted by:	Nikki Gilmore, Chief Administrative Officer
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PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF PUBLIC SAFETY AND  
SOLICITOR GENERAL

*Emergency Program Act*

Ministerial Order No. M084

WHEREAS a declaration of a state of emergency throughout the whole of the Province of British Columbia was declared on March 18, 2020 because of the COVID-19 pandemic;

WHEREAS coordination between all levels of government is essential to respond effectively to the impacts of the COVID-19 pandemic;

AND WHEREAS section 10 (1) of the *Emergency Program Act* provides that I may do all acts and implement all procedures that I consider necessary to prevent, respond to or alleviate the effects of any emergency or disaster;

I, Mike Farnworth, Minister of Public Safety and Solicitor General, order that the attached Local Authorities and Essential Goods and Supplies (COVID-19) Order is made.

March 26, 2020

Date



Minister of Public Safety and Solicitor General

*(This part is for administrative purposes only and is not part of the Order.)*

**Authority under which Order is made:**

Act and section: Emergency Program Act, R.S.B.C. 1996, c. 111, s. 10

Other: MO 73/2020

## **LOCAL AUTHORITIES AND ESSENTIAL GOODS AND SUPPLIES (COVID-19) ORDER**

### **Definitions**

- 1 In this order,
  - “Act” means the *Emergency Program Act*;
  - “essential goods and supplies” means any goods and supplies that are necessary for the health, safety and welfare of people, including, without limitation, the following:
    - (a) food, water and other beverages;
    - (b) fuel and gasoline;
    - (c) health care goods, pharmaceuticals and medical supplies;
    - (d) personal hygiene, sanitation and cleaning goods.

### **Application**

- 2 This order only applies during the period that the declaration of a state of emergency made March 18, 2020 under section 9 (1) of the Act, and any extension of the duration of that declaration, is in effect.

### **Local emergency plans**

- 3 Each local authority in the Province must immediately implement the local authority’s local emergency plan for the area for which the local authority has responsibility.

### **Declarations of state of local emergency and orders set aside**

- 4 (1) Any declaration of a state of local emergency made by a local authority or the head of a local authority under section 12 (1) of the Act that meets all of the following criteria is set aside:
  - (a) the declaration of a state of local emergency was made on or before the date on which this order is made;
  - (b) the declaration of a state of local emergency was made in respect of the COVID-19 pandemic.
- (2) Any order of a local authority that meets all of the following criteria is set aside:
  - (a) the order of the local authority was made on or before the date on which this order is made;
  - (b) the order of the local authority was made pursuant to a declaration of a state of local emergency described in subsection (1).

### **Emergency powers of local authorities**

- 5 (1) After the date this order is made, a local authority or, if a local authority consists of more than one person, the head of a local authority must not make a declaration of a state of local emergency under section 12 (1) of the Act in respect of the COVID-19 pandemic without first obtaining the approval of the minister for the proposed declaration.

- (2) After the date this order is made, a local authority must not exercise a power or make an order under section 13 of the Act in respect of the COVID-19 pandemic without first obtaining the approval of the minister for the proposed exercise of power or order under that section.
- (3) After the date this order is made, the council of the City of Vancouver must not exercise a power or make an order or bylaw under section 173 of the *Vancouver Charter* in relation to the COVID-19 pandemic without first obtaining the approval of the minister for the proposed exercise of power or order or bylaw under that section.

#### **Local authority resources and plans**

- 6 (1) On the request of the minister, a local authority must
  - (a) take all measures necessary to identify the resources and facilities within the local authority's area of jurisdiction that could be used to respond to or mitigate the impacts of the COVID-19 pandemic, including the following:
    - (i) facilities that could be used to allow individuals to self-isolate;
    - (ii) facilities that could be used to warehouse essential supplies;
    - (iii) facilities that could be used to provide medical care or testing, and
  - (b) report to Emergency Management BC on the resources and facilities identified under paragraph (a).
- (2) On the request of the minister, a local authority must
  - (a) take all measures necessary to identify the critical supply and service needs within its area of jurisdiction relating to the local authority's ability to respond to or mitigate the impacts of the COVID-19 pandemic, and
  - (b) report to Emergency Management BC on the critical supply and service needs identified under paragraph (a).
- (3) Each local authority must review and, if necessary, update its local emergency plan and business continuity plans to ensure that
  - (a) the delivery of essential services can be maintained in a manner that complies with any orders and guidance from the provincial health officer during the period referred to in section 2 of this order, and
  - (b) any impacts and limitations resulting from the COVID-19 pandemic are taken into account with respect to preparations and response measures for other emergencies or disasters, including flooding and wildfires.

#### **Continuity of local authority services**

- 7 (1) Each local authority must use best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure that first responder, waste water and drinking water services are maintained during the period referred to in section 2.
- (2) After complying with subsection (1), each local authority must report to Emergency Management BC any unresolved issues that may affect the provision of first responder, waste management or drinking water services during the period referred to in section 2.

### **Critical services and essential goods and supplies**

- 8**
- (1) For the purpose of ensuring the effective management and delivery of critical services for vulnerable populations within the Province, including food banks and shelter services, each local authority must use best efforts to provide assistance in the management and delivery of such services.
  - (2) Despite any bylaw of a local authority restricting or limiting when goods, food or supplies may be delivered to a retailer within the local authority's area of jurisdiction, a person may, at any time, deliver goods, food and other supplies to a retailer in that area.
  - (3) At the request of the minister, all retailers, suppliers, businesses, and other organizations within the Province must report to Emergency Management BC on their inventory of essential goods and supplies and any other supplies required by front line health care workers, first responders and other prioritized essential workers for the purpose of responding to or mitigating the impacts of the COVID-19 pandemic.
  - (4) If directed by the minister, a retailer must not sell more than the specified number of items of a specified good to a person in a single transaction.
  - (5) If directed by the minister, a hotel operator or commercial lodging operator within the Province must provide accommodation services for the purposes of self-isolation of individuals, for supporting essential workers or for any other purposes identified by Emergency Management BC.

### **Secondary selling prohibited**

- 9**
- (1) In this section, “**secondary selling**”, in relation to an essential good or supply, means
    - (a) the purchase or other acquisition of the essential good or supply in a retail environment, or
    - (b) the acquisition of the essential good or supply by donation from any person, or at no cost from a government or other organization or body,whether inside or outside of British Columbia, and the subsequent offering of that essential good or supply for resale in person, on any business premises, by phone or fax, on a website or an internet-based application or by any other means.
  - (2) A person must not engage in secondary selling with respect to essential goods and supplies.

### **British Columbia Ferry Services**

- 10**
- (1) British Columbia Ferry Services Inc. and all other ferry operators within the Province which carry both vehicles and passengers must implement all procedures necessary to ensure priority loading on ferries for the following:
    - (a) vehicles carrying essential goods and supplies;
    - (b) residents of ferry sailing destinations.
  - (2) British Columbia Ferry Services Inc. must consult the government before changing or varying its minimum ferry service levels within the Province.



**Delivery of essential goods and supplies**

- 11** If directed by the minister, all suppliers, distributors and retailers within the Province, the Retail Council of Canada (BC), the Canadian Trucking Association of BC and the United Truckers Association must take coordinated measures to ensure the effective delivery of essential goods and supplies throughout the Province, including such food, fuel, medicine and other goods and supplies as may be prioritized by the minister.

## APPENDIX B

### MUTUAL AID AGREEMENT

**DATED** for reference June \_\_\_\_, 2020

**BETWEEN THE PARTIES AS FOLLOWS:**

**THE DISTRICT OF SQUAMISH**, a municipality with offices at 37955 Second Avenue, Squamish, B.C.  
(the “**District**”)

**AND:**

**THE VILLAGE OF LIONS BAY**, a municipality with an address for notice of P.O. Box 141, 400 Centre Road, Lions Bay, B.C. V0N 2E0  
(“**Lions Bay**”)

**AND:**

**THE VILLAGE OF PEMBERTON**, a municipality with offices at 7400 Prospect Street, Pemberton, B.C.  
(“**Pemberton**”)

**AND:**

**THE RESORT MUNICIPALITY OF WHISTLER**, a municipality with offices at 4325 Blackcomb Way, Whistler, B.C.  
(“**Whistler**”)

**WHEREAS:**

- A. A state of emergency (the “**COVID-19 State of Emergency**”) was declared throughout the whole of the Province of British Columbia on March 18, 2020 in response to the COVID-19 pandemic;
- B. On March 26, 2020, as authorized under the *Emergency Program Act* (B.C.), the Minister of Public Safety and Solicitor General issued Ministerial Order No. M084, the Local Authorities and Essential Goods and Supplies (COVID-19) Order (the “**COVID-19 M084 Order**”);
- C. The COVID-19 M084 Order requires that local authorities use best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure that first responder, waste water and drinking water services are maintained during the state of emergency regarding the COVID-19 pandemic;

- D. In accordance with the COVID-19 M084 Order, and to provide ongoing mutual aid during any period of public emergency, the Parties now wish to enter into an Agreement whereby each Party may provide resources to the other Party as required in connection with the provision of sanitary waste water and drinking water services;

**NOW THEREFORE**, in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the District and Lions Bay, Pemberton and Whistler agree as follows:

## 1. INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise:
- a) **“Emergency Resources”** means all persons, services, equipment and materials required in connection with sanitary waste water management and drinking water services that are owned or employed by, or in the control of, a Party;
  - b) **“Municipal Representative”** means the senior municipal employee responsible for each Party’s public works sanitary waste water and drinking water services, and his or her delegate;
  - c) **“Mutual Aid”** means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
  - d) **“Party”** means a Party to this Agreement;
  - e) **“Providing Party”** means a Party that provides Emergency Resources under this Agreement; and
  - f) **“Receiving Party”** means a Party that receives Emergency Resources under this Agreement.

## 2. PROVISION OF MUTUAL AID

- 2.1 If a Party is unable, or reasonably believes that it will be unable, to provide adequate sanitary waste water management or drinking water services to its residents, it may request the required Emergency Resources from the other party. Such request will be submitted in writing to the other party’s Municipal Representative, and the requesting Party will provide such details as the other Party may require in connection therewith.
- 2.2 The Municipal Representative of the Party receiving the request for Emergency Resources under this Agreement will:
- a) determine, in his or her sole discretion, the availability of the requested

- Emergency Resources and the duration of such availability; and
- b) to the extent that the requested Emergency Resources are available, as determined by the Municipal Representative, provide the requested Emergency Resources to the requesting party.
- 2.3 For greater certainty, nothing in this Agreement will be deemed or construed to require a Party to provide any Emergency Resources, and in no event will any Party be liable for any failure or refusal to provide Emergency Resources to the other Party or for any loss or damages arising from such failure or refusal.
- 2.4 The Municipal Representative In Charge of Emergency Resources sent to assist in an emergency shall remain in charge of those resources and control and direct those resources in co- operation with the requesting Municipal Representative.
- 2.5 The Receiving Party is responsible for:
- a) complying with all WorkSafeBC requirements imposed on an Owner if the deployment is on land owned by the Receiving Party and on a prime contractor under the Workers Compensation Act;
  - b) implementing safe work procedures to protect the supplies, equipment, personnel, information and other resources provided by the Providing Party;
  - c) ensuring that any personnel from the Providing Party understand the safe work procedures required to undertake the works and tasks assigned by the Receiving Party; and
  - d) ensuring that all safety equipment and proper protective equipment is provided to personnel from the Providing Party and that safety measures are implemented to protect the health, safety and property of the Providing Party.
- 2.6 If a Providing Party supplies any specialized equipment as an Emergency Resource to a Receiving Party, that specialized equipment will be provided with an appropriate operator by the Providing Party to ensure adequate familiarity and certification to operate.
- 2.7 The Parties agree to consult on a regular basis through their Municipal Representatives on the best ways to achieve the optimum deployment of emergency resources to control or address emergencies.
- 2.8 The Parties agree to consult and share information regularly (no less than bi-annually) on resources and infrastructure of their respective sanitary waste water management or drinking water services.
- 2.9 Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.

### **3. PAYMENT FOR EMERGENCY RESOURCES**

- 3.1 A Receiving Party will pay for Emergency Resources on a cost-recovery basis. The Providing Party will invoice the Receiving Party for the cost of the Emergency Resources within 90 days following the provision of the Emergency Resources, and the Receiving Party will pay the invoiced amount to the Providing Party within 30 days following delivery of any invoice, notwithstanding that such costs may be recoverable from or by a third party.
- 3.2 For greater certainty, a Providing Party may only recover the actual cost of providing the Emergency Resources, including, without limitation, salaries of emergency personnel and out-of-pocket costs. No overhead or profit will be charged by any Providing Party to another Party.

### **4. WITHDRAWAL**

- 4.1 A Party may terminate this Agreement upon 30 days' written notice to the other Party or Parties.
- 4.2 Notwithstanding anything to the contrary contained in this Agreement, any obligations outstanding as of the date of expiry or earlier termination will survive the expiry or earlier termination of this Agreement.

### **5. INDEMNITY AND RELEASE**

- 5.1 Subject to section 5.3, each Party covenants and agrees that it will not initiate a legal claim or third party proceeding against the other party based on the provision of, or failure to provide, Emergency Resources, and hereby releases and discharges the other Party from all such claims. In any claim arising from the provision or failure to provide Emergency Resources, the Party who requested or received Emergency Resources will:
  - a) defend the action on behalf of itself and the other Party; and
  - b) indemnify and save harmless the other party from and against any and all losses, damages, demands, actions, suits, proceedings, claims, costs, expenses and other liabilities that may result or arise from or in connection with the provision or failure to provide Emergency Resources, by whomsoever made, claimed or brought.
- 5.2 The provisions contained in this section 5 will survive the termination or expiry of this Agreement and the withdrawal of any Party from the Agreement in accordance with section 4.
- 5.3 Any dispute arising respecting a Party's rights or obligations shall be subject initially to good faith negotiations by the Parties, and if unresolved, then referred to by the Parties to a mutually agreeable mediator, and if still unresolved be resolved by arbitration under the rules of the British

Columbia International Commercial Arbitration Centre and shall be administered In accordance with its "Procedures for Cases under the BCIAC Rules."

## **6. TERM**

- 6.1 The term of this Agreement will expire 5 years from the date referred to as the reference date on page 1, but may be extended by written mutual agreement of the Parties at any time before the termination date.

## **7. GENERAL**

- 7.1 Notices and other communications permitted or required to be given under this Agreement will be sufficiently given only if delivered personally (including by nationally recognized courier service with signature obtained upon delivery) or mailed or emailed to:

In the case of the District to:

The District of Squamish  
P.O. Box 310  
Squamish, B.C., V8B 0A3  
Attention: General Manager of Community Planning & Infrastructure  
Email: gbuxton@squamish.ca

And in the case of Lions Bay, to:

The Village of Lions Bay  
PO Box 141,  
400 Centre Road  
Lions Bay, B.C., V0N 2E0  
Attention: Public Works Manager  
Email: works@lionsbay.ca

And in the case of Pemberton, to:

The Village of Pemberton  
Box 100  
Pemberton, B.C., V0N 2L0  
Attention: CAO  
Email: ngilmore@pemberton.ca

And in the case of Whistler, to:

The Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C., V8E 0X5  
Attn: James Hallisey, General Manager of Infrastructure Services  
Email: jhallisey@whistler.ca

Notices will be deemed to have been received on the day of delivery, if delivered personally, on the fourth day after mailing, if mailed, or on the day of emailing, if emailed before 4:30 pm on a business day (and otherwise on the next business day).

- 7.2 This Agreement does not interfere with, replace or supersede any existing written agreements between the Parties hereto.
- 7.3 The Parties may execute this Agreement in counterparts, and each such counterpart may be delivered by email or facsimile transmission, and each such counterpart, howsoever delivered, will be deemed to be an original, and together all such counterparts will be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

**THE DISTRICT OF SQUAMISH,**  
by its authorized signatories:

\_\_\_\_\_ Mayor

\_\_\_\_\_ Corporate Officer

**THE VILLAGE OF LIONS BAY,**  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**THE VILLAGE OF PEMBERTON**  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

**THE RESORT MUNICIPALITY OF WHISTLER**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer



**Date:** June 9, 2020

**To:** Nikki Gilmore, Chief Administrative Officer

**From:** Lisa Pedrini, Manager of Development Services

**Subject:** LCRB Policy Directive 20-13 – Temporary Expanded Service Area Authorization

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### **PURPOSE**

The purpose of this report is to present to Council, for their consideration, options related to a policy directive from the Liquor and Cannabis Regulation Board (LCRB) regarding Temporary Expanded Service Area Authorization.

### **BACKGROUND**

The emergence of COVID-19 as public health emergency and global pandemic has led to the requirements for physical distancing across the world. The province of British Columbia announced a four phased “Restart Plan” which involves the provincial government lifting restrictions on the community and businesses in phases, gradually allowing for more social and economic activity. The Village wants to support and contribute to rebuilding the local economy while carrying with the “Restart Plan” and the Provincial Health Officer’s (PHO) orders.

On May 22, 2020 the Village received email correspondence from the Liquor and Cannabis Regulation Branch (LCRB) outlining Policy Directive 20-13 (attached as **Appendix A**), that permits food primary, liquor primary and manufacturing licensees to temporarily expand their service area footprint until October 31, 2020.

Expansion of service area basically equates to an expansion of outdoor patio seating area in most cases. The increased service area will allow licensees to serve patrons while complying with the PHO’s guidelines regarding physical distancing.

### **DISCUSSION AND COMMENTS**

The LCRB has advised local governments that it is aware of the significant ramifications the pandemic has had on B.C.’s hospitality sector and, as such, understands that with reopening efforts underway, it is critical that licensees are supported in their needs to adhere to PHO direction and recommendations as they aim to resume operations.

Helping licensees increase their service area will allow them to decrease the density of patrons in their establishments and to continue to serve patrons while complying with PHO orders and guidelines regarding physical distancing.

To support this directive, the Province implemented an expedited process for the authorization of temporary expansions to service areas. These temporary authorizations will focus on expanding licensee service areas only and will not increase currently approved person/patron capacities or

occupant loads. This will allow the LCRB to expedite approvals while mitigating any public safety risks or local government requirements. Licensees will still be subject to any PHO orders requiring reduced occupancy loads and must also comply with all local bylaws and health and fire regulations.

Licensees will be able to submit applications for Temporary Expanded Service Area Authorizations via the LCRB online portal at no charge. This portal has been designed to be a user-friendly online system and ensure information is gathered from licensees efficiently, enabling faster processing times.

The Village may want applications in their jurisdiction approved as soon as possible, or it may want an opportunity to review individual applications more extensively. As such, the LCRB has offered the following two options for local government input into the temporary authorization application process for liquor primary and manufacturer licensees:

1. Local governments may provide one pre-approval to cover all liquor primary and manufacturer establishments within their jurisdiction who may apply for an expanded service area; or
2. Local governments may choose to review and approve all individual requests for liquor primary and manufacturer expansions prior to licensees submitting their applications to the LCRB.

#### Considerations of the two Options:

##### Option 1 – Pre-approval or Blanket Approval:

- *This will enable the fastest processing of applications in our jurisdiction.*
- *The Village will not have an opportunity to see individual requests before they are approved by the LCRB.*
- *Applicants will be required to disclose that they have met all Village requirements when applying.*
- *The Village will receive notice when the expanded service area is authorized by the LCRB.*
- *If the Village wishes to use this expedited process but has specific concerns, we may contact the LCRB immediately to outline questions/concerns.*
- *If the Village chooses this option, Staff will send confirmation directly to our local government LCRB liaison, so that Pemberton's pre-approval can be recorded in their system.*

It is important to note that the LCRB will not require evidence from licensees ensuring they have appropriate permissions (including the use of publicly owned spaces like parking lots, sidewalks, etc.) from local governments, if their local government has selected the blanket-approval approach (Option 1). It is the responsibility of the licensee to ensure they abide by all local bylaws and acquire any necessary permits. However, all applicants will be required to affirm through an online disclosure that they have met all local government requirements.

##### Option 2 – Review of all Individual Applications by the Village:

- *This will increase the time required for businesses to begin operating their expanded areas.*

- *The Village will have the ability to determine what information it requires from applicants seeking our approval, and to withhold approval if the Village has concerns.*
- *If the Village approves the application, it will be asked to provide written approval directly to the applicant (email is sufficient). The applicant will be required to include this information with their application to the LCRB.*
- *The Village will receive notice when an expanded service area is authorized by the LCRB.*
- *This is the default process. There is no need to contact LCRB if the Village wishes to follow this process.*

Local governments who choose to review/approve all individual requests (Option 2) will be required to provide written approval to each applicant (via letter or email) prior to submission, with the following information:

1. Establishment name
2. Licence number
3. Establishment address
4. Local Government's confirmation (resolution) of "no objection"
5. Permission to use publicly owned spaces, if applicable
6. Comments, if any.

### **Food Primary vs. Liquor Primary & Manufacturing Establishments**

Since food primary establishments are not generally required to obtain prior local government approval to expand their service areas, the LCRB will continue to process food primary requests for expanded service areas without requiring local government approval. Food primary licensees are responsible for following all local bylaws and for obtaining any permits as required by their local government. The Village will receive notice when an expanded food primary service area is approved by the LCRB.

### **Village of Pemberton Decision**

At this point, the Village needs to determine what process will work best for our community, and as soon as we have a plan in place, the Village will need to notify the LCRB and affected local businesses.

The LCRB has asked that local governments quickly decide on an approach and either communicate the decided administrative process to the LCRB, and the licensees and applicants that have or soon will be reaching out to the Village. Development Services has received enquiries from two (2) interested licensees within our boundaries.

The LCRB has advised they will also continue with its end-to-end review of the existing permanent structural approval process, with the goal of streamlining and modernizing the process, making future applications more straightforward and aligned with today's business needs.

If the Village wants to support local businesses and their immediate needs during this challenging time by expediting the approval process, Staff recommends supporting Option 1 – blanket approval for service area expansion without direct oversight.

## **COMMUNICATIONS**

The Village will communicate Council's decision with the public in general via its regular communication channels (website, eNEWS and Facebook page) and directly with the local hospitality industry via correspondence and upon receipt of direct enquiry.

If the Village decides on Option 2, then the liquor expansion process may require a separate communications element.

## **LEGAL CONSIDERATIONS**

Liquor Licences are issued by the provincial Liquor & Cannabis Regulation Branch.

## **IMPACT ON BUDGET & STAFFING**

The impacts on Budget and Staffing will depend on which option is chosen.

If Option 1 is chosen, this will have less impact on Development Services. If Option 2 is chosen, this will have an impact (increased demand) on Development Services. Both options may have an impact (increased demand) on Bylaw Enforcement services.

## **INTERDEPARTMENTAL IMPACT & APPROVAL**

There are potential interdepartmental impacts required respecting this item as processing of Liquor License expansion application is a function of the Development Services Department, and Bylaw Enforcement is a function of Corporate & Legislative Services Department.

## **IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS**

A review of this item has no impact on other jurisdictions.

## **ALTERNATIVE OPTIONS**

**Option One:** THAT Staff send confirmation to the LCRB that the Village has chosen to pre-approve all applications to temporarily expand their service areas until October 31, 2020 in order to support the local hospitality's efforts to ensure physical distancing on outdoor patios and expedite the process.

This option would ensure licensed Pemberton establishments have the support they need during this challenging time, by expediting the process. Those taking advantage of this temporary expansion will not be permitted to accommodate more than their stated licenced occupancy load, rather it enables establishments to better separate patrons according to physical distancing protocols. They are also required to abide by all local government Bylaws, Policies and Procedures i.e., Noise Bylaw and Patio Display Area Policy (if applicable), and the Village has

the authority to ticket offenders, if not. Theoretically, if impacts can be minimized or mitigated, there may be little need to review each application separately.

**Option Two: THAT** the Village of Pemberton will work with hospitality industry applicants on an individual approval basis should they wish to temporarily expand their service areas until October 31, 2020 within the Village of Pemberton.

This option would allow the Village of Pemberton to have the ability to raise concerns or provide oversight over where and how local licensed businesses could temporarily expand, to ensure on a case by case basis that public rights-of-way remain unimpeded and other Village interests are not negatively impacted.

### **POTENTIAL GOVERNANCE CONSIDERATIONS**

Consideration of this item supports Strategic Priority One: Economic Vitality.

### **RECOMMENDATIONS**

**THAT** Staff send confirmation to the LCRB that the Village of Pemberton has chosen to pre-approve all applications to temporarily expand service areas until October 31, 2020 in order to support the local hospitality's efforts to ensure physical distancing on outdoor patios, encourage local economic vitality, and expedite the LCRB approval process.

### **ATTACHMENTS:**

**Appendix A:** Policy Directive 20-13: Temporary Expanded Service Area Authorization

Prepared by:	Lisa Pedrini, Manager of Development Services
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer



**Liquor and Cannabis Regulation Branch  
POLICY DIRECTIVE**

**No: 20 - 13**

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Date: May 22, 2020

To: All LCRB Staff  
All Licensees  
All Industry Associations  
All local government, First Nations and police agencies

**Re: Temporary Expanded Service Area Authorization**

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### **General Manager Authority**

Under the Liquor Control and Licensing Regulation (LCLR), s. 109.1, the General Manager (GM) of the Liquor and Cannabis Regulation Branch (LCRB) may issue a Temporary Expanded Service Area Authorization to food primary, liquor primary, and manufacturer licensees.

### **New Policy**

In response to the COVID-19 pandemic, the Province's March 2020 declaration of a state of emergency and the Provincial Health Officer's March 2020 declaration of a public health emergency, the GM is putting in place time-limited measures to support the Provincial Health Officer's (PHO) direction and recommendations.

This new authorization permits a licensee to temporarily expand their service areas **until October 31, 2020**. The increased service area will allow licensees to serve patrons while complying with the PHO's guidelines regarding physical distancing.

Accordingly, food primary, liquor primary and manufacturer licensees (i.e., wineries, breweries, distilleries) may apply for a Temporary Expanded Service Area Authorization.

To meet the intent of this temporary authorization, licensees will not be permitted to increase or exceed their currently approved person/patron capacities or occupant loads. All means of access to the service area must also be supervised to the satisfaction of the GM. Finally, licensees must comply with all local bylaws and health and fire regulations.

An expedited online application will be available for licensees at no charge. Please check our website for a link to the application.

### **Explanation**

The new policy is provided in the context of the provincial state of emergency and public

health emergency related to the COVID-19 pandemic. Increasing the size of existing service areas is expected to support licensees in complying with requirements under the Provincial Health Orders and recommendations, in particular with respect to social/physical distancing.

### **Further Information**

Further information regarding liquor and cannabis regulation and licensing in British Columbia is available on the Liquor and Cannabis Regulation Branch website at <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing>

If you have any questions regarding these changes, please contact the Liquor and Cannabis Regulation Branch toll free in Canada at 1-866-209-2111 or 250 952-5787 if calling from the Victoria area.

*Original signed by*

Mary Sue Maloughney  
Assistant Deputy Minister and General Manager  
Liquor and Cannabis Regulation Branch