

**VILLAGE OF PEMBERTON
-COMMITTEE OF THE WHOLE MEETING AGENDA-**

Agenda for the **Committee of the Whole** of Council of the Village of Pemberton to be held Tuesday, October 6, 2020, at **1:00 p.m.** in Council Chambers, 7400 Prospect Street. This is Meeting No. 208.

"This meeting is being recorded as authorized by the [Village of Pemberton Video Recording & Broadcasting of Electronically Held Council, Committee, and Board Meetings](#)"

*** All Council and Staff will be attending the meeting electronically. Instructions for public participation at the meeting can be found [here](#).**

Item of Business	Page No.
1. CALL TO ORDER	
In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.	
2. APPROVAL OF AGENDA	1
Recommendation: THAT the Agenda be approved as presented.	
3. ADOPTION OF MINUTES	
a) Committee of the Whole Meeting No. 207, Tuesday, September 15, 2020	
Recommendation: THAT the minutes of the Committee of the Whole Meeting No. 207, held Tuesday, September 15, 2020, be adopted as circulated.	2
4. DELEGATION	
a) Bobby Boyd, Manager, Pemberton Children's Centre – Update on Centre Operations and Needs	
5. CHANGES TO PROVINCIAL NAME, FLAG, AND COAT OF ARMS - DISCUSSION	6
6. RECREATION SITE NAMING - DISCUSSION	9
7. BUSINESS LICENCE BYLAW AMENDMENT – REVIEW	16
Recommendation: THAT the Committee of the Whole provide comment on the proposed amendments to Business Licence Bylaw No. 855, 2019.	
8. ADJOURNMENT	

**VILLAGE OF PEMBERTON
-COMMITTEE OF THE WHOLE MEETING MINUTES-**

Minutes for the **Committee of the Whole** of Council of the Village of Pemberton held Tuesday, September 15, 2020, at **1:00 p.m.** in Council Chamber, 7400 Prospect Street. This is Meeting No. 207.

ATTENDING: Mayor Mike Richman
Councilor Ted Craddock
Councilor Leah Noble
Councilor Amica Antonelli
Councilor Ryan Zant

STAFF: Nikki Gilmore, Chief Administrative Officer
Sheena Fraser, Manager of Corporate & Legislative Services
Jill Brooksbank, Sr. Community Partnerships & Communications
Coordinator
Elysia Harvey, Legislative Assistant

PUBLIC: 3

MEDIA: 1

Please Note: This meeting was held electronically, and all members of Council, Staff and Public attended through electronic means.

1. CALL TO ORDER

At 1:01 p.m. Mayor Richman called the September 15, 2020, Committee of Whole meeting to order.

In honour of the Lil'wat7ul, the Village of Pemberton acknowledges that we are meeting within the unceded territory of the Lil'wat Nation.

2. APPROVAL OF AGENDA

Moved/Seconded
THAT the agenda be approved as circulated.
CARRIED

3. ADOPTION OF MINUTES

a) Committee of the Whole Meeting No. 205, Tuesday, April 7, 2020

Moved/Seconded
THAT the minutes of Committee of the Whole Meeting No. 205, held Tuesday, April 7, 2020, be adopted as circulated.
CARRIED

4. DELEGATION

a) MLA Jordan Sturdy - Update on Provincial Initiatives

MLA Sturdy drew attention to various initiatives at the Provincial level as they relate to Pemberton and the Sea to Sky Corridor. The following were some topics of discussion:

- Meetings with political representatives along the Sea to Sky Corridor are ongoing and are a useful forum for information-sharing and support.
- COVID-19 update:
 - The Province is currently in Phase 3 of re-opening; progression to Phase 4 will be contingent on a vaccine or reliable treatment for the virus.
 - Recommendations from the Provincial Health Officer are to focus on limiting social bubbles, avoid group gatherings, and remain safe.
 - BCCDC Dashboard provides updates on COVID-19; statistics indicate increasing COVID-19 cases along with increased testing.
 - Business should continue working with Vancouver Coastal Health and Provincial Health Officer's recommendations to maintain safe operations.
- The legislative session was shortened this year due to the pandemic, however is expected to return for the Fall session in October.
- Parks:
 - Advocating to BC Parks to reconsider access constraints in user-managed Provincial Parks to open to more visitors.
 - Resources needed for an overarching visitor use management plan across all parks.
- The increased in tourism in recent months highlights the need for a diversified economy in the valley.
- Recent changes to the Province's Land & Resource Management Plan to facilitate enforcement of non-mechanized access on Crown Land.
- Along with Ministry of Health, worked with Stewardship Pemberton to ensure Nature Camp programming met requirements of care.
- Commented on the sediment removal required near the wastewater treatment plant outfall and the need for ongoing sediment issues on the Lillooet River as a result of the Meager landslide.

- Attended a meeting with Minister Donaldson to discuss the need for monitoring of Mt. Meager & Mt. Currie, movement of sediment, and a long-term strategy for remediation of sediment movement.
- Upcoming meeting with the Pemberton Valley Dyking District to discuss acute sediment issues & potential long-term strategies.

The following were some topics Council raised for discussion:

- Childcare needs in Pemberton:
 - Recent BC Childcare New Spaces grant application unsuccessful & possibility of advocating for reconsideration;
 - Licensed vs. unlicensed spaces & requirements of each;
 - Recognition that “one size fits all” approach is not always appropriate when evaluating the cost per childcare space in different communities;
 - Wages for daycare workers - comparison to average provincial wage & possibility of merging with the current education system.
- Road conditions:
 - Lillooet River Bridge requires maintenance;
 - Condition of railroad crossing at the Green River access road and need for road repairs;
 - Fluctuating speed limit along Highway 99 between One Mile Lake and Mt. Currie is creating safety concerns.
- Fall election and tax/budget implications.

5. CHILDCARE NEEDS ASSESSMENT REVIEW

The Committee reviewed some of the deliverables identified in the Childcare Needs Assessment and preliminary steps. Some of the actions which have already been initiated by the Village include preliminary conversations around providing local training programs for Early Childhood Education (ECE) certification and submission of a grant application to the BC Childcare New Spaces Fund, which was unfortunately unsuccessful. CAO Gilmore advised the Village will continue to seek funding opportunities, however high construction costs associated with this area present a hurdle.

6. ADJOURNMENT

Moved/Seconded

THAT the Committee of Whole be adjourned at 2:17 p.m.

CARRIED

Mike Richman
Mayor

Sheena Fraser
Corporate Officer

DRAFT

From: test [mailto:]
Sent: Tuesday, July 21, 2020 12:26 PM
To: VoP Admin <admin@pemberton.ca>
Subject: Colonial name of our province

Dear Mayor and Council:

I would like to request council to urge the provincial government, through a council resolution, to proclaim a new INCLUSIVE name for our province and adopt a new flag and coat-of-arms on the 150th anniversary of the province's entry into the Canadian confederation on July 20, 2021.

The intent is not to revise our history but to greatly expand its limited focus under the province's current name and symbols. It will create new economic activity, post COVID-19, and will generate world-wide attention [new world maps, atlases] and recognition that our province is inclusive of all its peoples. It will be a boon to tourism, particularly in an interest in our indigenous cultures.

The government should consult with our indigenous communities on a new name that will reflect the province's more than 10,000 years of indigenous history, its awesome grandeur, diverse bio-geoclimatic zones and mosaic of multi cultures.

The new name should be short and easily pronounceable and spelled.

Today, it has become a practice, before a public event, to have an indigenous land acknowledgement. Is this mere tokenism, under the guise of Truth and Reconciliation, even when our province continues to have a COLONIAL name, flag and coat-of-arms?

Queen Victoria, a monarch who never set foot in these parts, chose the name "British Columbia" on July 24, 1858, by. Her decision, though said to be hesitant, was unilateral. She did not consult with the mostly indigenous people who lived here.

Vancouver Island was a British colony for just 22 years. The mainland was a colony for 13 years. British rule ended in 1871. Yet we cling to the "British" moniker while ignoring [a] the more than 10,000 years that indigenous communities inhabited these lands, and [b] our 149 years in the Canadian confederation.

Some will argue that a name change will dishonour British roots and heritage, and, oh yes, tradition. They conveniently forget the roots, heritage and traditions of our

indigenous communities, who have lived here for more than 10,000 years, and those of us who are not of British [today a minority] ancestry.

We are not British. And Columbus never came here. It is meaningless name, particularly when abbreviated to BC, and confusing [there is a Colombia country and BC is mostly commonly interpreted as ‘Before Christ’ or, tongue in cheek, “British Colonists”]. We have laboured under this colonial pretension for too long.

There were many Canadians who had their knickers in a knot when Prime Minister Lester B. Pearson proposed a new flag on June 15, 1964, that was inaugurated on February 15, 1965, a mere eight months later. Was this a mistake? Should we have kept the old Canadian Red Ensign with the Union Jack and coat of arms on a red background so that we could continue to show our gratitude to the British?

Today the Maple Leaf is the pride of all Canadians.

When can we take pride in our province’s name, flag and coat-of-arms?

A new name, flag and coat of arms would be in accordance with Premier John Horgan’s recent challenge of “thinking outside the box” in the “new normal” after the COVID-19 pandemic.

It will demonstrate solid confidence in our selves as a province that is inclusive of all its residents, rather than clinging to coattails of British colonists.

The name, of course, cannot be fully changed overnight because it is a complex matter. However, many countries had the fortitude to make a start and go through a liberating process of choosing a new name [i.e. Ghana, Indonesia, Sri Lanka, Zambia, Mali, etc.] and implementing it fast.

If we keep the status quo, we are only confirming that many in our midst still have the “colonizers’ supremacy culture” and all their talk about reconciliation with our indigenous peoples and being a multicultural province is only tokenism and not full and respectful inclusion.

Sincerely

Ben Pires
[REDACTED] Avenue
Victoria, [REDACTED]
[REDACTED]

My take on our province's flag:

It is a **COLONIAL** flag.

The top depicts the Royal Union Flag
with a crown in the centre.

This only reflects **22** years of Vancouver
Island and **13** years of the Mainland
as British colonies.

It **IGNORES 149** years of the province
in the Canadian Confederation
and the more than **10,000** years of
indigenous communities on these lands.



Ben Pires, Victoria

Sent from [Mail](#) for Windows 10

Date: October 6, 2020
To: Council
From: Nikki Gilmore, Chief Administrative Officer
Subject: Pemberton & District Recreation Site Amenity Naming Discussion

PURPOSE

The purpose of this report is to provide information to the Committee of the Whole for discussion on naming amenities at the Pemberton & District Recreation Site.

BACKGROUND

In 2011, through an Agreement signed between the Village of Pemberton and Art and Nellie Den Duyf, a portion of lands, now known as the Pemberton and District Recreation Site, was identified to be donated to the Village of Pemberton for the purposes of recreation. Between 2011 and 2017, Staff and the family worked through the details and obligations of the *Lease and Option to Purchase Agreement* to finalize the formal dedication of the subject lands to the Village of Pemberton. In June 2017 the transfer was completed; the appraised value of the land at that time was \$786,000.

Since that time, the Village was successful in receiving the following contributions and grant funding to begin the development of field amenities at the site:

1. Soccer Field No. 1 Project (completed October 2019) which included a 70 m wide X 110 m long natural grass field with fencing:

Funder	Amount
Whistler Blackcomb Foundation	\$300,000
CACs - Phase 1 (Ridge)	292,695
CACs - Phase 2 (Ridge)	216,234
CACs - Phase 3 (Sunstone)	334,400
Contribution from Area C Amenities	500,000
Total Funding	\$1,643,329

2. Soccer Field No. 2 and Amenity Building Project (Request for Proposal has been posted for the Soccer Field) which includes a FIFA regulation-sized field, amenity building including washroom facilities, concession area, equipment and public works storage, lighting and related amenities including bike racks, garbage receptacles, bleachers and trees at the Pemberton & District Recreation Site located on Pemberton Farm Road East:

Funder	Amount
Community, Culture and Recreation Program	\$3,097,756
Rotary Club of Pemberton Contribution	40,000
Developer Contribution	60,000
Village Community Amenity Contribution (Sunstone)	297,000
Village Parks Development Cost Charges	315,540
Village Other Contribution	44,109
SLRD Contribution confirmed April 11, 2019	370,000
Total Funding	\$4,224,405

- Baseball Diamond Field Fill – Sunstone Community Amenity Contributions estimated at \$300,000
- PORCA Bike Skills Park – Funding application submitted to the Community, Culture and Recreation Program.

Funder	Amount
Community, Culture and Recreation Program (if approved)	\$454,068
Village Contribution (Backstop)	113,460
PORCA (WB Foundation Grant)	25,000
Community Amenity Contribution Funds	26,684
Total Funding	\$619,212

DISCUSSION & COMMENTS

In May 2019, the Village received a letter from the Rotary Club of Pemberton (attached as **Appendix A**) asking Council to consider naming the clubhouse (amenity building) the “Pemberton Rotary Clubhouse” or agreed similar. In turn, Rotary is offering to become a primary funding source for the Amenity Building.

The Village did consider this request at a closed meeting of Council in June 2019 and responded with a letter (attached as **Appendix B**) acknowledging Rotary’s contribution to the project and advising that an application had been made to the Community, Culture and Recreation Program for the Second Soccer Field and Amenity Building Project. The Village further noted that at that time it was not able to make a commitment with respect to the naming of any of the proposed facilities at the recreation site until it is known if the grant funding application is successful or not.

In May 2020, the Village was advised that the application for funding of the Pemberton Valley Soccer Field and Amenity Building Project under the Investing in Canada Infrastructure Program (ICIP) – Community, Culture and Recreation Program was successful to a maximum contribution of \$3,097,756.

The Village currently has a Street Naming and House Numbering Bylaw; however, this Bylaw does not address the naming of Parks¹ or Recreation Amenities. In the Bylaw, the proposed

¹ There is a previous resolution of Council from many years ago indicating that Parks would be named after pioneers of the Village; however, Staff were unable to locate it for inclusion in this report.

street names within the Village of Pemberton must be reasonably easy to spell and pronounce, have no adverse connotations or the same as used in neighbouring jurisdictions and are:

- i. Names that reference local pioneers, flora and fauna, native plants and local animals;
- ii. Have significance to the history of the Pemberton Valley and First Nations Traditional history;
- iii. Names of Pemberton residents who have achieved remarkable success in their field at the local, provincial, federal or international levels; or connected to the community as a whole;
- iv. Specifically for the Industrial Park, have the name themed on industry;

The Committee could recommend to Council that similar parameters be used for the naming of Parks and Recreation Amenities. This would not necessarily have to be established by Bylaw, but could be by resolution of Council or through the development of a policy. Staff would further suggest including a provision that any Village assets not be named after a business.

For the Committee's information, the latest Recreation Site Concept is attached as **Appendix C**.

COMMUNICATIONS

There are no communications considerations at this time.

LEGAL CONSIDERATIONS

There are no legal considerations for consideration at this time.

IMPACT ON BUDGET & STAFFING

There are no impacts on budget or staffing at this time.

INTERDEPARTMENTAL IMPACT & APPROVAL

There are no interdepartmental impacts or approvals required at this time.

IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS

As the Recreation Amenities located at the Pemberton & District Recreation Site are jointly funded through the Pemberton Valley Utilities and Services (PVUS) Committee, the Committee may want to consider if the PVUS Committee should be involved in the naming of the amenities at this site.

ALTERNATIVE OPTIONS

There are no alternative options for consideration at this time.

RECOMMENDATIONS

THAT the Committee of the Whole provides direction regarding the naming of Parks and Recreation Amenities at the Pemberton & District Recreation Site.

Attachments:

- Appendix A: Rotary Club of Pemberton Letter dated May 28, 2019
- Appendix B: Village of Pemberton Letter of Response dated June 26, 2019
- Appendix C: Recreation Site Concept

Submitted by:	Nikki Gilmore, Chief Administrative Officer
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Committee of the Whole



PO BOX # 104, Pemberton Community Center
7390 Cottonwood Street
Pemberton, BC V0N 2L0

May 28th, 2019

To Village of Pemberton
Re; Rotary Sport Amenity Building and recreation facilities

The Pemberton Rotary Club is offering to become a primary funding source for the amenity building. We would wish to be considered to include the naming of the clubhouse as the "Pemberton Rotary Clubhouse" or agreed similar.

Could the Village confirm this is an option? Then past and future funding events can be presented correctly, in terms of what the fundraising proceeds will be put towards.

If the naming is not possible we could then focus / direct fundraising to other local projects.

We still look forward to helping a small part of this community project become a reality.

Sincerely

Phill Read

On behalf of:

Rotary Club of Pemberton: Dan Cindric, Dave Denduyf, Dave Walden, James Linklater, Steven Hitchen, Richard Megeny, Liz Jones, Sheldon Tetreault, Pat Montani, Lisa Ames



PO Box 100
7400 Prospect St.
Pemberton
British Columbia
CANADA
V0N2L0

P. 604.894.6135
F. 604.894.6136

www.pemberton.ca

June 26, 2019

Phill Read
Rotary Club of Pemberton
P.O. Box 104
Pemberton, BC V0N 2L0

RE: Recreation Site Amenity Building Naming

Dear Mr. Read:

At the In Camera Meeting No. 1494, held Tuesday, June 11, 2019, Council considered your correspondence, dated May 28, 2019, advising of Rotary's offer to become a funding source for the proposed amenity building to be located at the Recreation Site at Pemberton Farm Road East and requesting that the facility be named the "Pemberton Rotary Clubhouse".

Council would like to take this opportunity to acknowledge and thank Rotary of Pemberton's many contributions to the community over the years. The Village is pleased to be able to work with a community group such as Rotary that is so committed to supporting and contributing to projects that benefit the community. In this regard, Rotary's offer to provide funding for a proposed amenity building at the Recreation Site is very much appreciated.

As you are aware, the Village has made application for funding, through the Community, Culture and Recreation Fund, in the amount of \$4.2 million, to develop a FIFA regulation-sized soccer field, amenity building that includes a washroom/change room, concession area, equipment and public works storage and other amenities such as bike racks, garbage receptacles, bleachers and trees at the Recreation Site.

Given the above, the Village is unable to make a commitment with respect to the naming of any of the proposed facilities at the recreation site until it is known if the grant funding application is successful or not. The Village wishes to assure you that any contributions by Rotary will be acknowledged in some form; however, at this time it would be premature to make any commitments with respect to naming rights.

The Village looks forward to continuing to work closely with Rotary in the future. If you have any questions, please do not hesitate to contact me at the Village Office.

Yours truly,

VILLAGE OF PEMBERTON

Nikki Gilmore
Chief Administrative Officer

Cc: Lisa Pedrini, Manager of Development Services
Jill Brooksbank, Senior Communications and Grant Coordinator

Appendix C



CROSLAND DOAK DESIGN
Landscape Architecture + Building Design

3121 Alta Vista Road
Windsor, BC, V8N 1E9
504-855-8308
info@CroslandOakDesign.com
CroslandOakDesign.com

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2020-06-11	Driveway & Tree Mutil
2019-09-28	Plan Review
Date	Issued For

Village of Pemberton
client
Pemberton Farm Road Recreation Facility

project title
Conceptual MasterPlan- 2019
drawing title

scale: 1:750

project no. 1307

L0.1
drawing no.

10/06/2020 10:11 AM

Date: October 6, 2020

To: Nikki Gilmore, Chief Administrative Officer

From: Sheena Fraser, Manager, Corporate & Legislative Services

Subject: Business Licence Bylaw Amendments

PURPOSE

The purpose of this report is to present to the Committee of the Whole proposed administrative amendments to the Business Licence Bylaw.

BACKGROUND

In 2018 as part of operational priorities the Village of Pemberton Business Licence Bylaw was reviewed, and changes brought forward to address administrative adjustments along with updates to reflect a new business licence category of Short-Term Vacation Rentals.

However, after the adoption of the 2018 bylaw, new business licence categories for Cannabis Production and Retail needed to be incorporated as well as some minor administrative amendments. For efficiency, the 2018 bylaw was repealed and replaced by the current Business Licence Bylaw No. 855, 2019.

In late 2019, some other minor amendments were brought forward which included establishing a discounted rate on the Business Licence Fee if an application was received after October 1st. Since that time, Staff have determined that there is a need to make further amendments to provide clarity with respect to the implementation of the bylaw and make updates to align with the Zoning and Bylaw Notice Enforcement Bylaws. As a result, a more thorough review took place which has resulted in further minor administrative changes with an aim to improve the bylaw.

DISCUSSION & COMMENTS

As noted above, several changes are being proposed to the Business Licence Bylaw which are outlined below and are identified in red printing on the Consolidated Business Licence Bylaw attached as **Appendix A**:

Definitions:

In the existing bylaw a *Food Truck* was referred to as a *Portable Food Vendor*; however, no definition existed for that use in the Bylaw nor was this a definition utilized in the Zoning Bylaw. As such, there was often confusion on the part of business operators as whether a food truck was permitted. In this regard, the use of portable food vendor was removed and replaced with *Food*

Truck and this was added to the definition section of the Business Licence Bylaw to align with the Zoning Bylaw.

Food Truck has the same meaning as set out in the Village of Pemberton Zoning Bylaw as amended or replaced from time to time.

The definition of a *Temporary Commercial Vendor* was amended to add in the words 'mobile store' for clarity.

Temporary Commercial Vendor means a Business which offers for sale from a stationary vehicle, **mobile store** or temporary stall that is not part of a permanent use on the lot, goods, other than food items for immediate consumption, otherwise permitted to be sold in the zone in which the vehicle or stall is located.

Finally, as part of the amendments presented in 2019 a new definition was added to describe an *Independent Contractor*. In this regard, Staff is proposing that the definition be broadened in scope to establish that an *Independent Contractor* may be contracted by the Village (as opposed to just one department) and include not only recreation program services but also short-term projects or events as noted below:

Independent Contractor for the purposes of this Bylaw means an individual person who is contracted **by the Village** to provide services to facilitate a specific recreation program **or assist with a short-term project or event** and works as required.

Part 5: APPLICATION FOR BUSINESS LICENCE

Section 5.1 was updated slightly by changing some wording for administrative purposes. This is a housekeeping amendment and does not change the original intent of the clause.

Part 6: ISSUING OF A BUSINESS LICENCE

Section 6.3 of this Part has been deleted and replaced with new wording to provide clarity of the intent of the clause. This is a housekeeping amendment, and the intent of the clause has not changed.

Part 8: TRANSFER OR CHANGE OF BUSINESS LICENCE AT THE REQUEST OF THE BUSINESS

Part 8 is amended by changing the title and removing the requirement of a business operator to provide notice in writing of a closure. Experience has determined that business operators rarely if ever remember to provide written notice of their closure to the Village. For the Village, it is a time-consuming process to follow up with an operator to seek a formal letter of notification of closure especially if the business owner has left the community. In most instances, if a former business operator can be contacted, Staff is advised that because the business was closed or no longer operating, the business licence was not renewed.

Further, under the current interpretation of the Bylaw without written notification, although a business may be closed or no longer operating, the closure is not acknowledged within the Village's financial system. As such, invoices will continue to be sent each year and penalties

applied. As a result, the Village expends unnecessary administrative time, accumulates bad debt on invoices not paid with no opportunity to collect on that debt.

Business Licences are valid from January 1 until December 31st of each year. In this regard, the Village sends an invoice in December for the following year. By removing the requirement to provide notice of a closure in writing the Village will now be able mark businesses that do not renew as inactive as it will be presumed that they are closed or no longer doing business within the Village (in the case of a Non-Resident Business Licence). If a business continues to operate and does not renew by January 31st a penalty will be applied and/or a fine levied only if they continue to operate after having been notified of the need to renew after the deadline.

This new approach will save on administrative time and reduce the hours spent following up with operators to seek a formal written notice and reduce the amount of bad debt carried over each year due to unpaid invoices.

Part 9: PERIOD OF BUSINESS

Section 9.1 has been amended to provide clarity as shown on **Appendix A**. This is also a housekeeping amendment and does not change the original intent of the clause.

PART 10: BUSINESS LICENCE FEES

Part 10 has been amended by adding a new clause (section 10.2) clarifying that refunds on business licences will not be provided if a business ceases to do business at any time. This is the Village's current practice; however, it was not clearly laid out.

Section 10.3 is renumbered and amended to establish that in the event a business licence application is refused or withdrawn by the applicant, prior to a business licence being issued, a refund will be issued less an administrative fee and inspection fee if an inspection took place. This ensures cost recovery of Staff time expended to review the application and/or to facilitate an inspection.

Section 10.7 of Part 10 is new and recognizes that the Village has grown resulting in businesses possibly operating from more than one location. Under the current bylaw each business location must hold a valid business licence at the established Business Licence Fee which results in higher business licence fees than another similar business would pay.

To address concerns brought forward by business owners, Staff researched what other municipalities have done in these circumstances and is recommending that an Auxiliary Business Fee of \$50 be applied to each auxiliary location doing the same type of business. For example, if a business operator pays the flat business licence fee of \$150 (or other fee depending on the category) for the primary location and they open up a secondary location under the proposed changes they will now pay an extra \$50 for a total business licence fee of \$200 per year as opposed to \$300/year. This is a cost savings to the business operator and is responsive to feedback received from the business community.

Part 12: RENEWAL OF BUSINESS LICENCE

Section 12.2 has been amended by removing the reference to 'penalty' and replacing it with the wording 'late payment fee'. A penalty is a fine which would be levied if a business is doing

business without a valid business licence permit and is addressed under the Fines section. This is a housekeeping amendment to provide clarity and does not change the intent of the clause.

Additional Fee for Late Payment:

In 2014, a late penalty of 100% of the business licence fee was established; however, it has only been effectively implemented since 2019. The penalty or late charge was initially put in place to encourage business owners to pay the Licence fee in advance and before the deadline of January 31st. While the penalty/late charge resulted in its desired effect, Staff has received feedback from business owners that the late charge of 100% is punitive and unreasonable.

As such, Staff researched what other municipalities do with respect to late payment fees. While in some cases a municipality will issue a fine for doing business without a valid business licence others have established a late renewal fee at either a small percentage (ie: 25%) or a dollar value. Still others have put in place an escalating late renewal fee which increases at 1, 2, 3 months etc.

Staff support the continuation of a late renewal or payment fee as it has successfully encouraged business operators to pay the business licence fees in advance of the deadline and reduces the administrative time it takes to follow up and/or issue fines. However, it is recommended that the late payment fee be reduced from 100% to 25% as is reflected in Schedule A of the amending bylaw. The chart below shows the impact of a reduced additional charge for late payment for each business licence rate:

Business Licence Fee	Late Renewal Fee (100%) Current	Proposed Late Payment Fee (25%)
\$ 150	\$300	\$ 37
\$ 300	\$600	\$ 75
\$2,500	\$5,000	\$ 625
\$5,000	\$10,000	\$1,250

Part 13: REFUSAL, SUSPECTION OR CANCELLATION OF A BUSINESS LICENCE

Section 13.1 is amended by incorporating the points previously noted in Part 12 above into sentence format. This is also a housekeeping amendment and the intent of the clause has not changed.

Part 14: STREET, PARK, MOBILE OR TEMPORARY VENDING

This section has been deleted in whole and replaced with new and updated clauses to provide clarity and address administrative inconsistencies. In particular, this section now aligns with the Zoning Bylaw uses related to Food Trucks by removing the reference to Portable Food Vendor and using the more common term "Food Truck" and simplifies language and formatting for ease of reading.

Section 14.2 has been reformatted and two new clauses added in which business licence holders must provide information as to how compliance with the Wildlife Attractants Bylaw, Sign Bylaw and Noise Regulation Bylaw will be met [s. 14.2 (b)] and the requirement to comply with any conditions imposed by the provincial health authority or the Village's fire department [s.14.2 (d)]. Further, section 14.6 has been reformatted and includes the addition of s. 14.6 (b) which requires

that the mobile cart, truck, vehicle, etc. must be able to be moved on their own wheels or towed by another vehicle. This will ensure the temporary stall does not become a permanent feature.

The current Business Licence bylaw establishes a limit of five (5) temporary vending licences per year. Staff is recommending that this requirement be removed to allow for as many temporary vending licences as may be applied for subject to the use meeting the Zoning Bylaw Regulations. The limit of one Food Truck licence per parcel of land remains.

Part 16: COMMUNITY EVENTS

Section 16.1 has been amended by removing the references to commercial liability insurance policies as this is a requirement set out in both the Special Events and Open Spaces and Park Use Bylaws under which a permit for an event would be issued. As such, it is not a requirement of a business licence and has been removed. This is a housekeeping amendment.

Part 17: SPECIAL EVENTS

Section 17.78 has been amended for the same reasons as noted above in Part 16.

Part 19: BUSINESS LICENCE EXEMPTIONS

Section 19.1 (c) is amended to broaden the scope to allow for independent contractors to be hired by both recreation services but also the Village and to align with the amendment to the definition of Independent Contractor as noted above.

Part 20: FARMERS' MARKETS

Section 20.1 has been amended to align with the amendments made in Part 16 and 17 as Permits are issued via the Special Events and/or Open Spaces and Park Use Bylaws.

Part 24: PENALTIES

Section 24.2 has been updated to increase the maximum fine as per section 263 of the *Community Charter* and reference the new Bylaw Enforcement Notice Bylaw which was adopted in March. This is a housekeeping amendment.

Schedule A: FEES

Schedule A has been updated to reflect the changes in Part 10 related to the Administration Fee and the Inspection Fee required to be paid in the event that a Business Licence application in process is either refused or withdrawn.

Part 10.7 shows the recommended Auxiliary Business Fee of \$50.

Part 12 shows the Additional Charge has been reduced from 100% to 25%.

COMMUNICATIONS

As per section 59 (2) of the *Community Charter*, notice must be provided when considering bylaws related to business regulation including amendments to the current bylaw.

As such, if the proposed amendments are supported by the Committee of the Whole, Staff will prepare notification which will be placed in the Pique Newsmagazine, shared through the Village's social media channels and posted at the Village Notice Boards located at the Village Office and Post Office.

LEGAL CONSIDERATIONS

The proposed amendments to the Business Licence Bylaw have received legal review to ensure compliance with legislation.

IMPACT ON BUDGET & STAFFING

The preparation of the Business Licence Amendment Bylaw was facilitated in-house with some legal review to ensure compliance with legislation. This work was identified to be done and incorporated into the Corporate & Legislative Services work plan.

INTERDEPARTMENTAL IMPACT & APPROVAL

Should the proposed changes to the fee structure be supported and ultimately approved, implementation of the fee changes will be facilitated by the Department of Finance.

Interdepartmental Approval by:	Lena Martin, Manager of Finance
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IMPACT ON THE REGION OR NEIGHBOURING JURISDICTIONS

Review of the Business Licence Bylaw and amendments to it has no impact on other jurisdictions.

ALTERNATIVE OPTIONS

There are no alternative options for consideration at this time.

RECOMMENDATIONS

THAT the Committee of the Whole provide comment on the proposed amendments to Business Licence Bylaw No. 855, 2019.

Attachments:

Appendix A: Business Licence Bylaw No. 855, 2019 – Consolidated Version with proposed amendments noted in red.

Prepared by:	Sheena Fraser, Manager, Corporate & Legislative Services
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer

BUSINESS LICENCE BYLAW

VILLAGE OF PEMBERTON

BYLAW No. 855, 2019

CONSOLIDATED VERSION TO SHOW PROPOSED AMENDMENTS

(shown in red)



LAST OFFICE CONSOLIDATION: November 21, 2019

This document is an office consolidation of the Village of Pemberton Business Licence Bylaw No. 855, 2019 (adopted February 19, 2019) and subsequent amendments adopted by Village Council.

All persons making use of this consolidation are reminded that it has no Council sanction, that amendments have been incorporated only for convenience of reference, and that for all purposes of interpretation and application that original bylaw should be consulted.

The Village of Pemberton will, in no event, be liable or responsible for damages of any kind arising out the use of this consolidation.

This is not the official version of the Village of Pemberton Business Licence Bylaw No. 855, 2019, nor is it admissible in a court of law. For such purposes, official certified copies can be obtained from the Village Office or by contacting us at: admin@pemberton.ca.

List of Amending Bylaws

BYLAW NO.	SECTION	DESCRIPTION	ADOPTED
871	Part 2 Part 13 Part 19 Schedule A	Definitions Refusal, Suspension or Cancellation Business Licence Exemptions FEES	November 19, 2019

VILLAGE OF PEMBERTON

BYLAW No. 855, 2019

Being a bylaw to Provide for Licencing of Businesses in the Village of Pemberton

WHEREAS pursuant to Section 59 of the *Community Charter*, Council is empowered to regulate in relation to business;

AND WHEREAS Council is empowered to provide for granting of business licences, to fix and impose licence fees and regulate certain trades, occupations and businesses in the Village of Pemberton;

NOW THEREFORE, the Council of the Village of Pemberton, in open meeting assembled, **ENACTS AS FOLLOWS**:

PART 1: CITATION

- 1.1. This bylaw may be cited for all purposes as the "Village of Pemberton Business Licence Bylaw No. 855, 2019".

PART 2: DEFINITIONS

- 2.1. In this Bylaw:

Bed and Breakfast means the accessory use of a detached dwelling for tourism accommodation in which a maximum of two (2) bedrooms of an owner-occupied detached dwelling are available as tourism accommodation.

Business means engaging in a trade, occupation, profession, commercial or industrial activity or an undertaking of any kind; and engaging in a trade, occupation, profession, commercial or industrial activity or any undertaking of any kind, but does not include an Employee, or an activity carried on by the Provincial Government, by corporations owned by the Provincial Government or by agencies of the Provincial Government.

Business Licence means a licence issued pursuant to this Bylaw.

Business Licence Fee means the annual fee as set out in Schedule 'A'.

Business Name means the name, words, trademark, and/or symbol which a Business uses to identify, indicate or advertise the Business.

Bylaw Enforcement Officer means a *person* appointed to that position for the Village by the Chief Administrative Officer.

Cannabis has the same meaning as in the *Cannabis Act (Canada)*, subject to any prescribed modifications.

Cannabis Production means the processing, packaging, testing, destroying, storing or shipping cannabis, or any combination of these, as authorized by a licence issued under Government of Canada regulations.

Cannabis Retail means the retail sale of non-medical (recreational) cannabis for consumption off-premises, as authorized under the *Cannabis Control and Licensing Act* (British Columbia).

Community Charter means the *Community Charter*, S.B.C., c26.

Community Event means a public event occurring within the Village of Pemberton, is sponsored by a bona fide recognized nonprofit organization or a governmental organization and includes but is not limited to parades, festivals, celebrations and displays.

Community Group means a type of group or organization that is created and operates for a specific purpose or to provide a specific service in a community for the public benefit of the members of the community but does not hold society status. (*Amendment Bylaw No. 871, 2019*)

Corporate Officer means the Corporate Officer of the Village.

Council means the Municipal Council of the Village.

Employee means a *person* who is on the payroll record of a Business, which holds a *business licence*, for which Government of Canada payroll tax deductions are levied by the Business regarding that individual *person*, and shall also include a *person* who obtains no less than 85% of their yearly income from one Business only.

Farmers' Market means an open air or fully or partly covered market for retail sales of agricultural products, artisan crafts and locally prepared foods and beverages sold directly by farmers and artisans to consumers, where a minimum of 60% of the products sold are agricultural products.

FOIPPA means the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996 c.165.

Food Truck has the same meaning as set out in the Village of Pemberton Zoning Bylaw as amended or replaced from time to time.

Independent Contractor for the purposes of this Bylaw means an individual person who is contracted by the Village to provide services to facilitate a specific recreation program or assist with a short-term project or event and works as required. (*Amendment Bylaw No. 871, 2019*)

Commented [SF1]: Definition added to align with Zoning Bylaw

Commented [SF2]: Definition amended to broaden the scope of what an Independent contractor

Licence Inspector means the *person* from time to time duly appointed by the Chief Administrative Officer as Licence Inspector for the Village of Pemberton.

MTI Bylaw means the Village of Pemberton Municipal Ticket Information Utilization Bylaw No. 845, 2018, and as amended from time to time or superceded.

Non-Profit Organization means a club, society, or association that is organized and operated solely for: social welfare, civic improvement, pleasure or recreation and any other purpose except profit. (**Amendment Bylaw No. 871, 2019**)

One-Stop Business Registration means the Provincial Government's online initiative which enables a Business to register with multiple public agencies in one step.

Owner means any person who is the registered owner as indicated in the records of the Kamloops, British Columbia Land Title Office, and includes any *person* in actual or apparent possession of Real Property under a lease, licence or other agreement and includes any authorized representative of the aforesaid.

Person means an individual, corporation, partnership or party, and the personal or legal representatives of a *person*, to whom the context can apply according to law.

Premises means stores, offices, warehouses, factories, buildings, houses, enclosures, yards or other places occupied, or capable of being occupied, by a Business entity for the purpose of carrying on a Business.

Provincial Government means the government of the Province of British Columbia.

Real Property means land, with or without improvements so affixed to the land as to make them in fact and law part of it.

Resident Business means a business carried on, in or from premises within the municipality;

Non-Resident Business means a business, other than a resident business, carried on within the municipality or with respect to which any work or service is performed within the municipality;

Off-Street Parking means the use of private land for the parking of motor vehicles other than on a highway.

Principal Residence means the dwelling where an individual primarily lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical

Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills.

Safety Standards Act means the *Safety Standards Act* S.B.C. 2003 c.39.

Secondary Suite means a separate dwelling unit which is completely contained within a detached dwelling, which meets the requirements of the *BC Building Code*, and is subordinate in size, extent or purpose to the residential principal building on the lot upon which the *secondary suite* is located.

Short-Term Vacation Rental Operator means a *person* who owns or operates a *Short-Term Vacation Rental*.

Short-Term Vacation Rental means the use of a dwelling unit, or a portion of a dwelling unit, for *tourism accommodation*, but does not include Bed and Breakfast establishment, Bed and Breakfast Inn, Hostel, Motel or Hotel as these establishments are defined in the Village of Pemberton Zoning Bylaw No. 832, 2018.

Special Event means a Business involving short term or temporary events, performances, concerts, exhibitions, entertainment or concessions that, except as provided otherwise in the bylaw, does not exceed seven (7) days with the calendar year and includes but is not limited to retail sale, auction, Trade Show, flea market, craft fair, circus or carnival.

Special Event Bylaw means the Village of Pemberton Special Event Bylaw No.750, 2014, and as amended from time to time or superceded.

Temporary Commercial Vendor means a Business which offers for sale from a stationary vehicle, **mobile store** or temporary stall that is not part of a permanent use on the lot, goods, other than food items for immediate consumption, otherwise permitted to be sold in the zone in which the vehicle or stall is located.

Commented [SF3]: Added for clarity

Ticket Information means a municipal ticket information issued accordance with the Municipal Ticket Information Bylaw.

Trades Contractor means a Business Type that provides service in a trade that is designated by the Advanced Education Industry Training Authority of the Province of British Columbia as a trade within which it is mandatory that journey *persons* hold a valid 'Certificate of Qualification' to practice their trade and apprentices must be registered through an apprenticeship agreement.

Tourism Accommodation means the use of land, buildings, or structures for providing temporary commercial lodging by visitors for a period not to exceed thirty (30) consecutive days or 182 days in a twelve (12)-month period, and specifically excludes Residential occupancy by any *person* other than the owner and short-term vacation rental unless specifically permitted in this Bylaw.

Vending Machine means any machine or device operated mechanically or otherwise by inserting a coin, token or slug, or operated by credit or debit card, for the sole purpose of selling or dispensing any goods, wares, merchandise, or dispensing refreshments, confections and food, tobacco products, detergents and machines or devices providing a service but does not include clothes washers/dryers.

Village means the Village of Pemberton.

PART 3: ADMINISTRATION

- 3.1. The Licence Inspector is hereby appointed to administer and carry out the provisions of this bylaw.
- 3.2 Words defining responsibilities and authority shall be construed to be an internal administration direction and not as creating a duty.

PART 4: AUTHORITY

- 4.1. The Licence Inspector is authorized to grant, issue, transfer, suspend or cancel a *business licence* as herein provided or refuse to grant, issue or transfer a *business licence*;
- 4.2. All Premises from which an applicant for a *business licence* proposes to carry on or conduct any Business in respect of which a *business licence* is required to be held pursuant to this Bylaw, shall comply with all relevant Bylaws of the Village before a *business licence* is granted; and the applicant shall upon request produce such certificates or letters of approval as may be required by Federal, Provincial or Village authorities with respect to the Business.
- 4.3. The Licence Inspector may only issue a *business licence* if the *business licence Fee* as set out in schedule 'A' has been paid.
- 4.4. The Licence Inspector may require confirmation of approval, in a form satisfactory to the Licence Inspector, from the Ministry of Health, R.C.M.P. or the Village Fire Department respecting a *business licence* application and in such cases the Licence Inspector must not issue a *business licence* until he has received such approvals. A *business licence* holder shall immediately notify the Licence Inspector of any suspension or cancellation for any such approvals and the License Inspector may suspend the *business licence* pending reinstatement of such approvals.
- 4.5. A *business licence* issued under this Bylaw is not a representation or acknowledgement by the Village to an applicant or holder of a *business licence* that the proposed Business complies with any or all applicable laws or other enactments.
- 4.6. A *person* carrying on a business within the Village must at all times comply:

- a) With this Bylaw, other Bylaws of the Village or other local government having jurisdiction over the business activity, and with any applicable enactments of the Provincial and Federal governments;
- b) With any and all terms and conditions, restrictions, or limits of a license issued under this Bylaw and any other applicable enactment;

PART 5: APPLICATION FOR BUSINESS LICENCE

- 5.1. Every person applying for a *business licence* shall complete ~~the a~~ *business licence* application ~~in a form approved by as prescribed by~~ the Licence Inspector, or if available applying online on the prescribed application form via the Provincial Government One Stop Business Registration, provided however an applicant who wishes to apply online shall also provide the Village with the prescribed *business licence* fee at the time of application and with such further information as may be requested by the Village.
- 5.2. Information provided on the *business licence* application may be subject to “Freedom of Information and Protection of Privacy Act” enquiries.

Commented [SF4]: Wording adjustment.

PART 6: ISSUING OF BUSINESS LICENCE

- 6.1. Subject to the *Community Charter*, and unless exempted under Provincial Government or Federal legislation or specifically exempted under this Bylaw, any person carrying on Business in the Village, whether a Resident Business or Non-Resident Business, must first hold a valid and subsisting *business licence* issued by the Village.
- 6.2. No *business*, *person* or representative shall advertise, solicit or promote for a Business activity without first obtaining a *business licence*.
- ~~6.3. No *business*, *person* or representative that does not have a permanent base of operations in either a home or commercial location within Pemberton shall advertise, solicit or promote for a Business activity without first obtaining a *business licence*.~~

A person carrying on a business that does not have a permanent base of operation within the Village must apply for and obtain a business licence under this bylaw before advertising, soliciting, promoting or carrying on that business within the Village.

Commented [SF5]: Section 6.3 is deleted and replaced with wording for clarity

- 6.4. A business may conduct or offer any number of different business activities within the Business for which the *business licence* is issued provided however that each business activity is disclosed and included in the *business licence* application and the *business licence* which is issued indicates that each business activity is approved
- 6.5. At the time a *business* undertakes any new activity that would alter the information previously provided on the *business licence* application form, the holder of the

business licence shall notify the Licence Inspector of such change, pursuant to section 8 of this Bylaw.

PART 7: INSPECTION OF PREMISES

- 7.1. Every *owner*, occupier or *business licence* holder of any Business in the Village shall give to the *Licence Inspector* access at any reasonable hour to the *premises* from which a *business* is carried on.
- 7.2. The *Licence Inspector* may inspect the *premises* for which a *business licence* application is made or a *business licence* is issued and such inspection shall be for the purpose of observing compliance with all applicable bylaws as amended from time to time.

PART 8: TRANSFER ~~OR, CHANGE OR CANCELLATION~~ OF BUSINESS LICENCE AT THE REQUEST OF THE BUSINESS

8.1. A holder of a *business licence* shall notify the License Inspector in writing prior to:

~~closing of the business;~~

- a) changing the Business Name, phone number and/or fax number, emergency contact name, mailing address (Business Information);
- b) changing the *business owner* or *business licence* holder;
- c) changing the location of the *business*;
- d) changing or adding to the *business*;
- e) change to the liquor licence or addition of a liquor licence for the *business*.

8.2. With the exception of changes made at the time of renewal of a *business licence*, a holder of a *business licence* shall pay the applicable transfer and change fee as set out in Schedule 'A'.

8.3. Where more than one change is contemplated involving the *business owner*, *business location* or *business* activities, the existing *business licence* shall be deemed to be cancelled and a new *business licence* application shall be made by the *business licence* holder.

PART 9: PERIOD OF BUSINESS LICENCE

9.1. All Business Licences issued under this Bylaw shall be for the calendar year to commence the first day of January and will expire on the thirty-first day of December ~~31st~~ each year except if a *business licence* is previously forfeited under this Bylaw.

Commented [SF6]: The requirement to provide notice in writing of a business closure is removed.

Commented [SF7]: Section 9.1 is updated with the additional wording for clarity.

PART 10: BUSINESS LICENCE FEES

10.1. An applicant for a *business licence* must pay to the Village the applicable *business licence fee* for that *business licence* at the time of application and a *business licence* is not valid until it has been issued by the *Licence Inspector*.

Commented [SF8]: Portions of this section were updated and renumbered. For ease this section is proposed to be deleted and replaced to add and/or amend the clauses noted below.

10.2. ~~No refund of the annual licence fee shall be made because the licensee ceases to do business at any time.~~

Commented [SF9]: Clause added to provide clarity.

10.3. The Village shall refund business licence fees where a business licence is withdrawn by the applicant prior to the business licence being issued, or the business licence is refused by the Village, less the administration fee as set out in Schedule "A".

Commented [SF10]: Clause renumbered.

~~40.3-10.4. Despite Notwithstanding, section 10.3, in the event that an inspection by a Village Official takes took place and the business licence was is refused or either withdrawn by the applicant or refused by the Village, a refund of the business licence fee will be issued, less the administration fee and an inspection fee as set out in schedule "A".~~

Commented [SF11]: Clause updated to provide clarity and add in the requirement to pay inspection fees if required.

10.5 An applicant for a new business licence submitting the application between October 1st and December 31st will pay a reduced licence fee as set out in Schedule 'A'.

10.6 An applicant for a cannabis retail business licence must pay a non-refundable application processing fee as per Schedule 'A' before the business licence application is accepted for review.

~~40.610.7~~ Where a person holding a licence under this bylaw carries on the same business, under the same business name, at more than one location within the Village, the fee for licencing for each additional premises is the Auxiliary Business Fee set out in schedule "A".

Commented [SF12]: New clause that establishes a reduced fee for businesses doing the same type of business at more than one location.

PART 11: FORM AND DISPLAY OF LICENCE

11.1. Every *business licence* issued pursuant to this Bylaw shall be in a form as may be prescribed by the *Licence Inspector* from time to time.

11.2. Every Business shall permanently display the current *business licence* in a prominent location within the Premises for which the *business licence* has been issued. Every *person* doing *business* in other than a fixed or permanent place of Business shall carry such *business licence* on their *person* and prior to the commencement of Business or solicitation shall display the *business Licence* in such manner as will allow the *business licence* to be viewed and read.

PART 12: RENEWAL OF BUSINESS LICENCE

- 12.1. Each *business* shall ensure that their *business licence* is renewed annually, whether notice is given by the Village or not, and the *business* shall pay the annual *business licence fee*.
- 12.2. Every business shall renew their *business licence* by January 31st of the current calendar year. In the event the Business fails to renew their *business licence* on or before January 31st, the Business shall pay, in addition to the annual *business licence fee* for the renewal period, ~~a penalty~~ a late payment fee as set out in Schedule 'A'.

Commented [SF13]: Amended with a change in wording.

PART 13: REFUSAL, SUSPENSION OR CANCELLATION OF A BUSINESS LICENCE

- 13.1. An application for *business licence* may be refused by the Licence Inspector in any specific case ~~but~~ if the Inspector considers that the proposed operation cannot be carried out safely and in accordance with this Bylaw or other applicable enactments or laws.
- 13.2. A *business licence* may be suspended or cancelled, by the Licence Inspector, for reasonable cause including, but not limited to, failure to comply with a term or condition of a *business licence* or failure to comply with this or any other Bylaw of the Village.
- 13.3. Before suspending or canceling a *business licence*, the Licence Inspector shall give written notice to the holder of the *business licence* indicating that the *business licence* is suspended or canceled and that the Business must cease operation within seven (7) days of the date of the written notice. The written notice shall indicate the reasons for the suspension or cancellation and provide instructions to the *business licence* holder for the removal of the suspension or cancellation of the *business licence*.
- 13.4. Written notice of intention to cancel or suspend shall be delivered by registered mail to the address of the Business and the address of the contact *person* as indicated on the *business licence* application.
- 13.5. No *person* shall carry on a *business* for which a *business licence* is required by this Bylaw during a period of suspension of such *business licence*.
- 13.6. A person whose business license has been refused, suspended or cancelled by the Licence Inspector and who intends to appeal such refusal, suspension or cancellation to the Village of Pemberton Council shall, within ten (10) business days from the date of suspension or cancellation, inform the Corporate Officer, in writing, of the intention to appeal such refusal, suspension or cancellation. (Amendment Bylaw No. 871, 2019)

Commented [SF14]: Clause amended.

13.7 The notice of intention to appeal shall state in a concise fashion the grounds upon which the appeal is based. (*Amendment Bylaw No. 871, 2019*)

13.8 The Corporate Officer shall refer the matter to the Village of Pemberton Council for reconsideration. (*Amendment Bylaw No. 871, 2019*)

PART 14: STREET, PARK, MOBILE OR TEMPORARY VENDING

Commented [SF15]: Clause will be removed and replaced with new wording below

~~14.1. Any person applying for a Street and Park Vending *business licence* shall provide a copy of any contract or agreement with the Village which authorizes them to operate the Business on a Village park, sidewalk or road, as the case may be.~~

~~14.2. Only one (1) Portable Food Vendor licence will be issued per parcel of land.~~

~~14.3. A maximum of five (5) Portable Food Vendors will be licenced in a calendar year.~~

~~14.4. Portable Food Vendors and *Temporary Commercial Vendors* shall:~~

- ~~a) obtain written permission from the owner of the land, allowing the portable vending cart, trailer, vehicle, or temporary stall to be located on a property which is zoned to accommodate the intended use and provide a copy of such permission to the *Licence Inspector*;~~
- ~~b) obtain permission to use washroom facilities on the property or in adjacent premises, and provide a written statement indicating said permission;~~
- ~~c) provide a garbage container at the location of the vending cart, trailer, vehicle, or temporary stall, and pick up all garbage and debris, within 100 meters of their location, which is a result of their Business operation;~~
- ~~d) obtain a *business licence* for each separate location where the Business will be operated.~~

~~Mobile Stores shall:~~

- ~~e) be fully self-contained with no service connection other than electrical service being required;~~
- ~~f) be located other than on a highway, sidewalk, or boulevard, except in required off-street parking spaces, but not so as to interfere with or block any motor vehicle, pedestrian exit, or walkway;~~
- ~~g) be kept in good repair;~~
- ~~h) when in use for food vending, meet Provincial Health regulations, and the vendor shall provide written confirmation from a Provincial Health Inspector.~~

PART 14: STREET, PARK, MOBILE OR TEMPORARY VENDING

14.1 Any *person* applying for a Food Truck or Temporary Commercial Vending *business licence* on a Village park, sidewalk or road, as may be the case, shall provide a copy of any contract or agreement with the Village which authorizes them to operate the Business at said location.

Commented [SF16]: Amendments made to align with Zoning Bylaw
Removed limit on number of licences per year but kept limit on property
Adjusted the formatting for ease and clarity
Replaced Portable Food Vendor with Food Truck

14.2 Every Food Truck Vendor and Temporary Commercial Vendor must:

- (a) ensure their operation complies with the Village's Zoning Bylaw;
- (b) provide the Licence Inspector with information as to how the person will comply with:
 - a. The Wildlife Attractants Bylaw
 - b. The Sign Bylaw; and
 - c. The Noise Regulation Bylaw
- (c) obtain prior written permission from the owner of the land, allowing the portable vending cart, trailer, truck, vehicle, or temporary stall to be located on a property which is zoned to accommodate the intended use and provide a copy of such permission to the *Licence Inspector*;
- (d) comply with any conditions imposed by a provincial health authority or the Village's fire department;
- (e) not operate within six (6) metres of a fire hydrant;

Commented [SF17]: New clause added to ensure compliance with other relevant bylaws.

14.3 Only one (1) Food Truck licence will be issued per parcel of land.

14.4 Food Truck Vendors must:

- a) obtain permission to use washroom facilities on the property or in adjacent premises, and provide a written statement indicating said permission;
- b) provide a garbage container at the location of the vending cart, trailer, truck, vehicle, or temporary stall, and pick up all garbage and debris, within 100 meters of their location, which is a result of their Business operation;
- c) obtain a *business licence* for each separate location where the Business will be operated; and
- d) meet Provincial health and safety regulations applicable to their operation, and provide written confirmation of compliance from a Provincial Health Officer.

Commented [SF18]: New clause added for safety purposes

14.6 Temporary Commercial Vendors must ensure their portable vending cart, trailer, truck, vehicle, or temporary stall:

- a) is fully self-contained with no service connection other than electrical service being required;
- b) be capable of being moved on their own wheels without alteration or preparation or be towed by another vehicle;
- c) is located other than on a highway, sidewalk, or boulevard, except in required off-street parking spaces, but not so as to interfere with or block any motor vehicle, pedestrian exit, or walkway; and
- d) is kept in good repair.

Commented [SF19]: New clause added to ensure temporary unit does not become permanent.

PART 15: TRADE CONTRACTORS

15.1. Any person applying for a Trade Contractor *business licence* shall provide proof of the mandatory Certification of Qualification or Apprenticeship Agreement along with their *business licence* application.

PART 16: COMMUNITY EVENTS

16.1. ~~Organizers of Community Events, where vendors are present, will be required to obtain a *business licence* that will cover all vendors participating in the Community Event and must comply with the Special Events or Open Spaces and Park Use Bylaws. and will also be required to obtain a minimum commercial liability policy of two (2) million dollars.~~

Commented [SF20]: Removes the reference to requiring liability coverage as that is already a requirement of the Special Event Permit and is repetitive.

16.2. Where all vendors are *businesses* that have a current *business licence*, an additional *business licence* is not required for a Community Event.

PART 17: SPECIAL EVENTS

17.1. Unless otherwise provided herein, every person desirous of holding a Special Event shall obtain a *business licence* prior to holding the Special Event. This shall not apply to *Community Events*.

17.2. A *business licence* is not required for a Special Event held at Premises that holds a valid *business licence* for a Special Event and the Premises are zoned to hold Special Events.

17.3. A *business licence* for each vender is required. Where a *business* has a current *business licence*, an additional *business licence* is not required for a Special Event.

17.4. The applicant for a *business licence* for a Special Event being held shall submit, along with the *business licence* application, written authorization from the Village that the Special Event is in conformance with Special Event Bylaw.

- 17.5. All machines, rides and equipment to be used by the public at a carnival or circus must conform to the safety requirements of the *Safety Standards Act* and all elevating devices must have the Identification Label provided for under the *Safety Standards Act* visibly attached as required.
- 17.6. Any and all structures that are erected as part of a circus or carnival or music festival shall be inspected and certified by a structural engineer authorized to practice in British Columbia.
- 17.7. Any Business providing Special Events shall **comply with the Special Events Bylaw**, ~~at the request of the Licence Inspector:~~
- a) ~~prior to the issuance or renewal of a *business licence*, a comprehensive liability insurance policy in the amount of five (5) million dollars shall be obtained from an insurance company licensed in the Province of British Columbia, naming the Village as an additional insured, and stating that the policy applies to each insured as if a separate policy had been issued to each; and/or~~
 - b) ~~prior to the issuance or renewal of a *business licence* enter into a save and harmless agreement to protect, indemnify and save harmless the Village, its elected and appointed official and Employees from and against any and all losses, claims, damages, actions, costs and expenses that the Village may sustain, incur or suffer or be put to at any time with respect to the events or activities carried on pursuant to the Special Event described in the *business licence* or as a result of any matter, act or omission of the licensee or any agent, Employee, officer, director or subcontractor of the licensee.~~

Commented [SF21]: Removed as already in the Special Events Bylaw

PART 18: VENDING MACHINES

- 18.1. No *person* owning or occupying any Premises shall keep or permit to be kept therein or thereon any third-party Vending Machine or bank machine unless the Vending Machine Business or the bank machine Business holds a *business licence* and has paid the appropriate *business licence* fee for each Vending Machine or bank machine.

PART 19: BUSINESS LICENCE EXEMPTIONS (Amendment Bylaw No. 871, 2019)

19.1 The following are not required to obtain a business licence within the Village of Pemberton:

- a) *Non-Profit Organization*;
- b) *Community Group*;
- c) *Independent Contractor* hired by the Pemberton and District Community Centre to facilitate an activity, program or support an event run by the Recreation Services Department ~~or by the Village to assist with a short-term project or event.~~

Commented [SF22]: Additional language to clause

PART 20: FARMERS' MARKETS

20.1. Farmers' Markets are required to obtain a *business licence* that will cover all vendors participating in the market and will be required to enter into a contract with the Village and will also be required to obtain a minimum commercial liability policy of ~~two (2) million dollars~~ and comply with the **Special Events or Open Spaces and Park Use Bylaws**.

Commented [SF23]: NOTE: Required to be updated to align with Park Use Permit Bylaw and MIABC recommendations.

PART 21: SHORT-TERM VACATION RENTALS

21.1. General Regulations

- a) A *short-term vacation rental business licence* is valid for one (1) dwelling unit only.
- b) A *short-term vacation rental operator* shall not advertise the *short-term vacation rental* prior to the issuance of a *business licence* for that *short-term vacation rental*.
- c) Every advertisement for a *short-term vacation rental* must disclose, in respect to the Short-Term Vacation Rental being advertised,
 - i. a valid *business licence* number;
 - ii. the maximum permitted guest occupancy of the *short-term vacation rental* pursuant to the Zoning Bylaw;
 - iii. the number and location of off-street parking spaces available to guests and a statement that such number is the maximum number of vehicles that paying guests of the *short-term vacation rental* are permitted to bring to the premises; and
 - iv. the Village of Pemberton Quiet Hours pursuant to the Noise Regulation Bylaw No. 699, 2012 as amended or replaced from time to time;

- d) The following information shall be provided in a notice visible upon entering a *short-term vacation rental* unit:
- i. the *business licence* number for the *short-term vacation rental*;
 - ii. the maximum permitted guest occupancy of the *short-term vacation rental* pursuant to the Zoning Bylaw;
 - iii. the number and location of off-street parking spaces available to guests and a statement that such number is the maximum number of vehicles that paying guests of the *short-term vacation rental* are permitted to bring to the premises;
 - iv. the Village of Pemberton Quiet Hours pursuant to the Noise Regulation Bylaw No. 699, 2012 as amended or replaced from time to time; and
 - v. the name, address, email and telephone number of the *Short-Term Vacation Rental Operator* and the contacts required under s. 21.3.1(c) of this Bylaw.
- e) For clarification, a requirement of this Bylaw pertaining to *short-term vacation rental* is an addition to other requirements contained herein that are generally applicable to businesses.

21.2. Principal Residence Requirement

- a) A *short-term vacation rental operator* must not operate a *short-term vacation rental* unless the *short-term vacation rental* is located in:
- i. the *principal residence* of the *short-term vacation rental operator*; or
 - ii. a *secondary suite* that is in a detached dwelling where the *short-term vacation rental operator* has their *principal residence*.

21.3. Short-Term Vacation Rental Application

- a) Any *person* making application for a *business licence* for a *short-term vacation rental* shall, at the time of making such application, in addition to the general requirements under this bylaw, provide;
- i. confirmation of ownership of the premises;
 - ii. proof of their principal residence of the property, which may include proof of homeowner grant, employer-issued pay stubs, voter registration, documentation showing you received provincial or federal government benefits, or income tax documentation, and a drivers licence or utility bill alone is insufficient proof of principal residence;

- iii. the name, address and telephone number of one or two local contacts, other than the applicant, as an emergency contact; and
 - iv. proof of adequate parking pursuant to the Zoning Bylaw and a parking plan.
- b) In considering an application for a business license for a *short-term vacation rental*, the *Licence Inspector* may consider whether a *short-term vacation rental business licence* held by the applicant has been previously cancelled.

21.4. Good Neighbour Agreement

- a) All *short-term vacation rental business licence* applicants must sign a Good Neighbour Agreement, in a form approved by the *Licence Inspector*, prior to the business licence being issued.
- b) Any violation of the Good Neighbour Agreement may result in the *short-term vacation rental business licence* being cancelled.

21.5. Short-Term Vacation Rental *Business Licence* Location and Allocation Cap

- a) The number of *short-term vacation rental licences* available in a calendar year shall be limited to no more than 5% of the total number of single-family dwelling units located in each neighbourhood identified in the table below and shown on the map attached as Schedule 'C':

Neighbourhood
Aspen Fields
Benchlands
The Glen
Pemberton Plateau
The Ridge
Town Centre
Sunstone Ridge

- b) If an application for a license cannot be allowed due to s. 21.5.(a) of this Bylaw, the application will be placed on a waiting list.
- c) The applications on the waitlist referred to in s. 21.5. (b) of this Bylaw will be considered if s. 21.5 (a) of this Bylaw allows for the application to proceed and in chronological order of when the applications were placed on the wait list.

PART 22: CANNABIS PRODUCTION

- 22.1. A person must obtain a *business licence* before operating the business of *cannabis production*.

22.2. Any person applying for a *cannabis production business licence* shall provide proof of issuance of a federal licence from Health Canada to the Licence Inspector.

22.3. Any person applying for a *cannabis production business licence* must provide the Licence Inspector with the following information, in documented form:

- a) Parking Plan;
- b) Site Plan;
- c) Security Plan;
- d) Sign Plan;
- e) Permission of the owner of the building if the space is rented or leased;
and
- f) Proof of payment of all applicable licence and inspection fees.

22.4. Operational Requirements

- a) A person carrying on the *business of cannabis production* must install the following measures in the *cannabis production* facility for security and safety, and ensure they are operating and maintained in good working order at all times:
 - i. Security systems that meet or exceed the requirements of the Liquor and Cannabis Regulation Branch (B.C.) as set out in the *Cannabis Retail Store Licence Terms and Conditions Handbook*, as amended from time to time;
 - ii. Fire Alarm systems that, when installed or replaced, meet current CSA standards as approved by the Fire Chief for the Village and that are monitored at all times;
 - iii. Air filtration and odour suppression systems that meet the standards of the BC Building Code, as approved by the Chief Building Official for the Village; and
 - iv. Any other security measures that the Chief of Police (RCMP) or the Fire Chief for the Village consider necessary in the circumstances of a specific facility or premises for public safety or security or fire safety, as applicable.

PART 23: CANNABIS RETAIL

23.1. A person must obtain a *business licence* before operating a *cannabis retail business*.

23.2. Any person applying for a *cannabis retail business licence* shall provide proof of issuance of a Provincial Licence from the Liquor and Cannabis Regulation Branch (LCRB).

23.3. Any person applying for a *cannabis retail* business licence must provide the Licence Inspector with all of the following information in documented form:

- a) Parking Plan;
- b) Site Plan;
- c) Security Plan;
- d) Sign Plan;
- e) Permission of the owner of the building if the space is rented or leased;
- f) Proof of completion of the LCRB Employee Training Program; and
- g) Proof of payment of all applicable licence and inspection fees.

23.4. Operational Requirements

- a) A person carrying on a *cannabis retail* business must limit the operation to the hours of 9:00 a.m. and 9:00 p.m. only.
- b) A person carrying on a *cannabis retail* business must install the following measures for security and safety on the business premises, and ensure they are operating and maintained in good working order at all times:
 - i. Security systems that meet or exceed the requirements of the Liquor and Cannabis Regulation Branch (B.C.) as set out in the *Cannabis Retail Store Licence Terms and Conditions Handbook*, as amended from time to time;
 - ii. Fire Alarm systems that, when installed or replaced, meet current CSA standards as approved by the Fire Chief for the Village and that are monitored at all times;
 - iii. Air filtration and odour suppression systems that meet the standards of the BC Building Code, as approved by the Chief Building Official for the Village; and
 - iv. Any other security measures that the Chief of Police (RCMP) or the Fire Chief for the Village consider necessary in the circumstances of a specific facility or premises for public safety or security or fire safety, as applicable.

PART 24: PENALTIES

24.1. Any person who:

- a) contravenes any provision of this bylaw;
- b) causes or allows any act or thing to be done in contravention of any provision of this bylaw; or
- c) fails or neglects to do anything required to be done by any provision of this bylaw

commits an offence, and each day that the offence continues constitutes a separate offence.

24.2. A person found guilty of an offence under this bylaw is liable

- a) If proceedings are brought under the *Offence Act (B.C.)*, to pay a fine to maximum of ~~\$10,000~~ **\$50,000** and such other amounts as the court may impose in relation to the offence;
- b) If a ticket is issued under the Village of Pemberton Municipal Ticket Information Utilization Bylaw No. 845, 2018, as amended or replaced from time to time, to pay a fine to a maximum of \$1,000;
- c) If a bylaw notice is issued under **the Bylaw Notice Enforcement Bylaw No. 885, 2020, as amended or replaced from time to time a-, to pay a penalty to a maximum authorized under that bylaw made under the Local Government Bylaw Notice Enforcement Act.** ~~to pay a penalty to a maximum authorized under that Act.~~

Commented [SF24]: Under CC amendment to 263 can now seek a find up to \$50,000.

Commented [SF25]: Reference to the new BNEB bylaw added.

PART 25: BYLAW ENFORCEMENT

25.1. The *Licence Inspector*, their designate from time to time or a *Bylaw Enforcement Officer* may enforce the provisions of this Bylaw.

PART 26: DUTY OF CARE

26.1. This Bylaw does not create any duty of care whatsoever on the Village, its elected and appointed officials, Employees or agents in the respect of:

- a) the issuance of a *Business Licence*;
- b) inspection made by the Licence Inspector or failure to make an inspection; and/or
- c) the enforcement of this Bylaw.

PART 27: SEVERABILITY

27.1. If any section, subsection, sentence, clause, sub clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

PART 28: MASCULINE/SINGULAR

28.1. Whenever the masculine is used throughout this Bylaw, it shall also mean the feminine; and whenever the singular is used throughout this Bylaw, it shall also mean the plural.

PART 29: BYLAW SHALL PREVAIL

29.1. Where the provisions of this Bylaw conflict with the provisions of any other Bylaw of the Village, the Bylaw with the most stringent provision shall prevail.

PART 30: REPEAL AND SCHEDULE

30.1. The following bylaw is hereby repealed:

Village of Pemberton Business Licence Bylaw No. 842, 2018

30.2. Despite subsection 29.1 every order made under Business Licence Bylaw No. 842, 2018 and its amendments continue in effect.

30.3. Schedules 'A', 'B' and 'C' are attached to and form part of this bylaw and are enforceable in the same manner as this bylaw:

Commented [SF26]: Schedule A will be deleted and replaced.

READ A FIRST TIME this 5th day of February, 2019.

READ A SECOND TIME this 5th day of February, 2019.

READ A THIRD TIME this 5th day of February, 2019.

ADOPTED this 19th day of February, 2019.

Mike Richman
Mayor

Sheena Fraser
Corporate Officer

SCHEDULE 'A'

Commented [SF27]: Schedule A will be Deleted and Replaced.

FEES

(Amendment Bylaw No. 871, 2019)

Part 8. Transfer or Change at the Request of the Business

Transfer and Change Fees (8.2) \$ 25.00

Part 10.1 Business Licence Annual Fees:

Business Licence Fee (Resident & Non-Resident): ~~(10.1)~~ \$150.00

Administration Fee: (10.3 – application withdrawn or refused) \$ 25.00

Inspection Fee: (10.4 – application withdrawn/refused) \$100.00

Business Specific Fees (Part Noted):

Cannabis Production Facility - Standard (22)	\$5,000.00
Cannabis Production Facility – Micro (22)	\$2,500.00
Cannabis Retail (23)	\$5,000.00
Community Event (16)	\$150.00
Farmers' Market (20)	\$300.00
Street, Park, Mobile or Temporary Vendor (14)	\$300.00
Short-Term Vacation Rental (21)	\$300.00
Special Event (17)	\$100.00
Trade Contractor (15)	\$150.00
Vending Machines (18)	\$150.00

Part 10.5 Reduced Fee for Applications received between October 1st and December 31st: (Amendment Bylaw No. 871, 2019)

The Business Licence Annual Fee for new applications received between October 1st and December 31st will be 50% of the full business licence annual fee set out in Part 10.1.

Part 10.6 Non-Refundable Application Processing Fee

Cannabis Retail Business Licence Applications \$1,000.00

Part 10.7 Auxiliary Business

Business Auxiliary to an existing business \$50.00

Part 12. Business Licence ~~Late Payment~~ ~~Penalty~~ Fee

Business Licence Renewals received after January 31st will be subject to a late payment fee ~~400% penalty~~. of 25% will be applied.

SCHEDULE 'B'

Commented [SF28]: No changes to be made to Schedule B.

FINES

6.2 -	Resident Business without Business Licence:	
	1 st Offence	\$ 75.00
	2 nd Offence (1 week after 1 st offence)	\$150.00
	3 rd Offence (1 week after 2 nd offence)	\$300.00
	Subsequent Offences	\$450.00
6.3 -	Non-Resident Business without Business Licence:	
	1 st Offence	\$ 75.00
	2 nd Offence (1 week after 1 st offence)	\$150.00
	3 rd Offence (1 week after 2 nd offence)	\$300.00
	Subsequent Offences	\$450.00
7.1 -	Failure to Provide Access	\$150.00
11.2 -	Failure to Display Valid Licence:	
	1 st Offence	\$ 75.00
	2 nd Offence (1 week after 1 st offence)	\$150.00
	3 rd Offence (1 week after 2 nd offence)	\$300.00
	Subsequent Offences	\$450.00
13.5 -	Carrying on Business while Suspended:	
	1 st Offence	\$150.00
	2 nd Offence (1 week after 1 st offence)	\$300.00
	3 rd Offence (1 week after 2 nd offence)	\$450.00
14.4 (d) -	Mobile Vendor without Business Licence	
	1 st Offence	\$300.00
	2 nd and Subsequent Offences	\$450.00
21.1(b) -	Short-Term Vacation Rental Advertising without a Business Licence	\$600.00
21.1(c) -	Short-Term Vacation Rental failure to display business licence number in advertisements	\$ 75.00
22.1	Cannabis Production without a Business Licence	\$600.00
22.4	Cannabis Production in contravention to operational requirements, per offense	\$ 75.00
23.1	Cannabis Retail without a Business Licence	\$600.00
23.4	Cannabis Retail in contravention to operational requirements, per offense	\$ 75.00