

**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, September 10, 2019 at 1:00 p.m. in Council Chambers, 7400 Prospect Street. This is Meeting No. 195.

*“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.”*

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<b>Item of Business</b>	<b>Page No.</b>
<b>1. CALL TO ORDER</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>1</b>
<b>Recommendation:</b> THAT the Agenda be approved as presented.	
<b>3. ADOPTION OF MINUTES</b>	
<b>a) Committee of the Whole Meeting No. 194, Tuesday, July 30<sup>th</sup>, 2019</b>	<b>2</b>
<b>Recommendation:</b> THAT the minutes of the Committee of the Whole Meeting No. 194, held Tuesday, July 30, 2019, be adopted as circulated.	
<b>4. DELEGATIONS</b>	
There are no Delegation presentations.	
<b>5. ECONOMIC DEVELOPMENT STRATEGY AND ACTION PLAN – REQUEST FOR PROPOSAL REVIEW</b>	<b>4</b>
<b>6. ANIMAL CONTROL BYLAW REVIEW AND DRAFT AGGRESSIVE DOG DESIGNATION POLICY</b>	<b>14</b>
<b>7. ADJOURNMENT</b>	

**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, July 30, 2019 at 1:00 p.m. in Council Chamber, 7400 Prospect Street. This is Meeting No. 194.

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

**STAFF:** Nikki Gilmore, Chief Administrative Officer  
Sheena Fraser, Manager of Corporate & Legislative Services  
Lisa Pedrini, Manager of Development Services  
Elysia Harvey, Legislative Assistant  
Matt Rempel, Planning/GIS Technician  
Joanna Rees, Planner  
Wendy Olsson, Executive Assistant

**PUBLIC:** 1

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**1. CALL TO ORDER**

At 1:06 p.m. Mayor Richman called the July 30, 2019 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. 193, Tuesday, June 25, 2019**

Moved/Seconded  
**THAT** the minutes of Committee of the Whole Meeting No. 193, held Tuesday, June 25, 2019, be adopted as circulated.  
**CARRIED**

**4. DELEGATIONS**

There were no Delegation presentations.

## 5. DRAFT AGE-FRIENDLY AFFORDABLE HOUSING NEEDS ASSESSMENT

Lisa Pedrini, Manager of Development Services, provided background on this initiative noting that over the past year the 2009 Affordable Housing Background Report was updated and the Age-Friendly Affordable Housing Needs Assessment was undertaken with an aim to inform a new Affordable Housing Action Plan for the Village.

Ms. Pedrini introduced Julia Bahen, Community Planner, CitySpaces Consulting, to present the Draft Age-Friendly Affordable Housing Needs Assessment which incorporated feedback gathered from focus group interviews with key community stakeholders, local developers, and builders. Seniors, low-income households, and persons with disabilities were some of the priority groups identified as experiencing challenges in the current housing market. Based on the needs demonstrated in the Assessment, the development of an Action Plan is the next phase.

The Committee provided comments on the presentation and the Needs Assessment as well as the Final Affordable Housing Background Report were referred to the next Regular Council meeting.

Discussion took place respecting the following:

- Funding opportunities for Affordable Housing projects/initiatives
- Land holdings
- Understanding the actual numbers of people in need
- Criteria to start a non-profit housing project
- Future Design process feedback opportunities (ie: amenities such as covered parking are vital for seniors housing)
- Need to ensure the Village is considering community needs respecting affordability, housing inventory and seniors housing

The following resolutions were passed to this effect:

Moved/Seconded

**THAT** the *Affordable Housing Background Report, July 2019* be referred to the Regular Council Meeting scheduled for September 10, 2019 for consideration of approval.

**CARRIED**

## 5. ADJOURNMENT

Moved/Seconded

**THAT** the Committee of Whole be adjourned at 1:41p.m.

**CARRIED**

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Mike Richman  
Mayor

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Sheena Fraser  
Corporate Officer

**Date:** Tuesday, September 10, 2019

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

**From:** Jill Brooksbank, Sr. Communications & Grants Coordinator

**Subject:** Village of Pemberton Economic Development Strategy & Action Plan  
Request for Proposals

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### **PURPOSE**

The purpose of this report is to present the DRAFT Request for Proposals for the development of an Economic Development Strategy and Action Plan.

### **BACKGROUND**

At the Regular Council Meeting No. 1497, held on July 30, 2019, discussion took place regarding the regional economic development strategy project that is being led by the Pemberton Area Economic Development Collaborative, and the need to provide consistent and interrelated feedback from stakeholders across the region. The Collaborative has been granted funding from the Province to develop an economic strategy, with a timeframe of two years to complete.

Council discussed the value of the Village working on its own Economic Development Plan that could inform a regional economic development strategy along with economic strategies already developed by other stakeholders including N'Quatqua First Nation, Lil'wat First Nation, and Squamish-Lillooet Regional District Area C.

An application for grant funding and Request for Proposal were identified as priorities in moving forward. In conclusion, the following resolutions were passed:

*Moved/Seconded*

**THAT** Staff prepare a draft Request for Proposal for the development of an Economic Development Strategy and bring forward at the September 10th, 2019, Committee of the Whole Meeting for the Committee's consideration and review.

**CARRIED**

*Moved/Seconded*

**THAT** an application be made to the Rural Dividend Fund for the development of an economic development strategy for the Village.

**CARRIED**

## **DISCUSSION & COMMENTS**

Council identified the development of an Economic Development Strategy as a 2020 Council Priority. As such, Staff have prepared a DRAFT Request for Proposals for consideration. This initiative is timely as it will inform the Regional Economic Development Strategy being undertaken by the Economic Development Collaborative.

As per the direction of Council, in August 2019, the Village applied for funding from the Rural Dividend Fund for the development of the Village's Strategy and Action. That application is currently in the adjudication process.

## **COMMUNICATIONS**

The Request for Proposals will be issued on the Village of Pemberton website, Facebook and eNews, as well as on the CivicInfo website.

## **LEGAL CONSIDERATIONS**

There are no legal, legislative or regulatory considerations at this time.

## **IMPACT ON BUDGET & STAFFING**

The development of an Economic Development Strategy and Action Plan has been accounted for the 2019 Budget.

## **INTERDEPARTMENTAL IMPACT & APPROVAL**

The above noted project will not impact the day to day operations of any other departments within the Village of Pemberton.

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

The development of an Economic Development Strategy and Action Plan will inform the Regional Economic Development Strategy being undertaken by the Economic Development Collaborative.

## **ALTERNATIVE OPTIONS**

There are no alternative options for consideration.

## **POTENTIAL GOVERNANCE CONSIDERATIONS**

The development of an Economic Development Strategy and Action Plan aligns with Economic Vitality Strategic Priority whereby the Village values and supports a competitive and diversified economy with engaged corporate citizens with an aim: to develop an innovative working relationship with industry leaders in the Pemberton area; foster investment in each of the Village of Pemberton's economic areas; and explore and develop revenue creation alternatives for the Village of Pemberton.

**RECOMMENDATIONS**

**THAT** the Committee of the Whole provide comments on the DRAFT Economic Development Strategy and Action Plan.

**Attachments:**

Appendix A: DRAFT Economic Development Strategy and Action Plan

Submitted by:	Jill Brooksbank, Sr. Communications & Grants Coordinator
CAO Approval by:	Nikki Gilmore, Chief Administrative Officer

Committee of the Whole



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# REQUEST FOR PROPOSAL

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## Economic Development Strategy & Action Plan

Request for Proposal No: 2019.XX

Issued: XXXX, XX, 2019

Closing Date & Time: XXXX, XX, 2019 @ XX PM PST

*Proposals will not be opened in public*



## Village of Pemberton Economic Development Plan Request for Proposals

### **PURPOSE**

The Village of Pemberton invites qualified service providers to submit proposals for the development of a comprehensive Economic Development Strategy and Action Plan. This project will require a consultant skilled in group facilitation, collaboration, analysis of opportunities and strategy formulation. To be considered for contract award, proponents must demonstrate experience with, and knowledge of economic development as it relates to rural British Columbia communities.

The Strategy will identify ways of creating an environment favourable to attracting and retaining current, new and diverse investment that will generate employment and diversify the Village's tax base.

### **BACKGROUND**

The Village of Pemberton is situated within the traditional territory of the Lil'wat Nation in the Coast Mountains. As one of the four member municipalities of the Squamish-Lillooet Regional District (SLRD), the Village is approximately 8 km south of Mount Currie, 33 km north of the Resort Municipality of Whistler (RMOW), and approximately 160 km north of Vancouver.

The population of the Village in 2016 was 2,574, and has been growing at a steady pace for the past two decades. Several large residential developments are coming on line in recent years with more residential growth predicted. The Village's long undeveloped Business Park is starting to flourish with locally based, small business ventures including micro cannabis, craft spirits and value-added wood-based production. Main natural resource industry sectors include agriculture, logging, with tourism. There is a thriving local economy of retail and service providers which serve the greater Pemberton area including the Pemberton Valley, Birken, D'Arcy and the adjacent First Nation communities. Given Pemberton's proximity to the RMOW, a substantial amount of Pemberton residents commute daily to Whistler for employment purposes.

While residential growth and business development starting to ramp up in the Village, it is paramount to have a community-informed Plan to guide decision-making to maintain the unique character and spirit of our growing Village. An economic development strategy will guide Council, in partnership with stakeholders, to develop and enhance a sustainable local economy.



The Strategy will outline priorities and initiatives to support the economic growth and livability of our community. The Strategy will identify ways of creating an environment conducive to attracting and retaining current, new and diverse investment that will generate employment, support our local workforce while diversifying the Village's tax base. It will also seek to harness the creative energy of local leaders and entrepreneurs and identify our community uniqueness to help us stand out from other local economies.

The drafting of an Economic Development Strategy is timely as it can inform the Village's update of the Official Community Plan (to be initiated in 2020) as well as inform the Regional Economic Development Plan, being led by the Pemberton & Area Economic Development Collaborative.

## **DELIVERABLES**

The successful proponent will provide the following deliverables as part of the Development of a five-year Economic Development Strategy & Action Plan for and behalf of the Village of Pemberton:

- a. Create a situational analysis including opportunities and challenges/risks based on the environment that currently exists within the Village. This is expected to include discussions with Council, Senior Management, Planning and Development Personnel and the Regional Economic Development Collaborative
- b. Review and analyze existing demographic and socio-economic data, labour force characteristics and other key economic data.
- c. Undertake a Business Retention & Expansion study as part of the overall Economic Development Strategy.
- d. Prepare key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion in the Strategy. This task should include preparation of market study of the Municipality's target sectors, as well as a community profile.
- e. Identify the regions assets and competitive advantages, with proposed activities and programs, to incorporate these into the overall Economic Development Strategy, which includes initiatives to be undertaken by the Village for revenue generation outside of taxation. This task should include a SWOT analysis of the Village.
- f. In-depth consultations with a wide range of major stakeholder groups from the key industry sectors and an economic development meeting of stakeholders for input of the draft strategy prior to the final report.
- g. Engagement of the local First Nations through independent consultation to identify and understand how as a region we can work collaboratively to compliment growing together and incorporate these into the overall strategy.

- h. Review and analyze local bylaws, policies, processes and regulations to provide recommendation on making adjustments, where necessary and appropriate, to support sustainable economic growth and diversification.
- i. An analysis of the relevant observations and findings from the consultations.
- j. Identification of common themes, strategic directions and key drivers to position the economic base of the Village of Pemberton.
- k. The development of a mission statement and vision statement.
- l. The Economic Development Strategy is to contain an action plan to implement short-term and long-term objectives and goals set forth in the Strategy as well as performance measures with timelines to evaluate whether, and to what extent, plan goals and objectives have been or are being met.
- m. Identify strategies to retaining young talent- strategies to align workforce development efforts to match the skill needs of the targeted industries.
- n. The Consultant will submit 5 bound copies of the final Economic Development Strategy and an electronic PDF version on or before XXXXXXXX along with all invoices. In addition, an executive summary and PowerPoint Presentation of the final report in electronic version will also be submitted and the consultant will be required to present the overall strategy to the Village of Pemberton Council.

The Economic Development Plan shall be consistent with:

- Village of Pemberton Zoning Bylaw
- Village of Pemberton Sign Bylaw
- Village of Pemberton Official Community Plan
- Squamish-Lillooet Regional District's Regional Growth Strategy

## PROPOSERS SUBMISSION GUIDELINES

### Submission Requirements

All proposers must include the following information with their submissions:

1. Cover letter to be signed off by an officer/principal of the company authorized to execute a contract with the Municipality
2. Consultant Qualifications
3. Key Personnel - Identify the key contact for the project and all personnel, if applicable, who will be assigned to work on this project, including a description of their abilities, qualifications and experience. Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number and contact person for all subcontractors. The Municipality reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

4. Project Work Plan - A description of project understanding, detailed work approach and methodology will be identified. The work plan should list specific tasks and any specific considerations, options or alternatives.
5. Project Schedule - Propose a timeline for completion for the Strategy including start date, milestones and target date of completion. Any assumptions regarding turnaround time for Municipal Council or staff review should be clearly noted.
6. Budget and Proposed Fee - Provide a detailed fee proposal by task for the services identified in the deliverables of this proposal. Identify sub-tasks and the respective cost in your fee proposal, as necessary. This section of your proposal shall include a professional fee schedule (hourly fee chart) for the consultant (and if applicable the consultant's personnel) and the subcontractor's key personnel identified above who would be working on this project.
7. References - A list of projects completed by the proponent under which services similar to those required by this RFP were performed shall be listed in your proposal. An emphasis should be placed on projects undertaken within the last five (5) years and if those projects undertaken for public agencies were located in similar sized communities. Include a brief description of the services, dates the services were provided and name and telephone number or references familiar with the services provided.

### **Evaluation of Proposal**

The following will be considered in determining the award of the contract:

- Understanding of Requirements/Objectives
- Community Engagement Experience
- Knowledge of Economic Development Planning and Implementation in rural communities
- Project methodology including innovative approaches/ideas
- Quality of proposal
- Consideration of the price of services solicited by this RFP. Proponents will be evaluated on their pricing scheme as well as on their price in comparison to the other proposals
- Timeline Proposal
- References

### **Submission of Proposal**

Proponents may submit their proposal in written &/or electronic form to:

Jill Brooksbank  
Village of Pemberton  
Box 100  
7400 Prospect Street  
Pemberton, BC V0N2L0  
Email: [jbrooksbank@pemberton.ca](mailto:jbrooksbank@pemberton.ca)

The Village will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations etc. and late receipt of proposals will be cause for rejection of proposal.

## DEADLINE

The deadline for receipt of submissions is **XXXXXXXX**.

## TERMS AND CONDITIONS

The Village reserves the right to ask for additional clarification or information on a proposal after the initial deadline. The contract may be awarded as soon as practical after the proposal opening unless otherwise stated. It is requested that interested parties refrain from making inquiries during this period. No telephone requests for results will be given. The successful proponent must secure a valid Village of Pemberton Business Licence, (except in the case of a non-profit organization) and must carry five million dollars in liability insurance including coverage of the Village of Pemberton. The Village of Pemberton reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Enter into negotiations with any proponent on any or all aspects of their proposal;
- Accept any proposal in whole or in part;
- Cancel and /reissue this RFP at any time;
- All proposal prices shall be firm for forty-five (45) days;
- Lowest bid will not necessarily be the successful bid;
- The Village of Pemberton retains all the rights to all research and reports completed within the context of this contract.

## PROJECT SCHEDULE

- Advertisement for Proposal: **xx**
- Proposal Deadline: **xx**
- Award of Project: **xx**
- Draft Proposal Due: **xx**
- Final Proposal Due: **xx**

The Proponent hereby acknowledges that 1) its understands and agrees with the RFP process described in this document, including without limitation that the Village of Pemberton makes no commitment under this RFP; and 2) the information included in this Proposal is correct and it has thoroughly reviewed and has complied with the documents making up this Proposal, including all specifications as may be listed in the Index, and any amendments or addenda thereto:

The Respondent represents to the Village of Pemberton that the individual signing this Submission Form on its behalf has proper authority to do so.

<b>Contact for Additional Information</b> Name:  Telephone:  Email:	<b>Company Name and Complete Address:</b>   GST#:
Date:	Phone:  Email:
Proponents Name (please print)	Signature:

**Date:** September 10, 2019

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

**From:** Sheena Fraser, Manager of Corporate & Legislative Services  
Elysia Harvey, Legislative Assistant  
Anne Burt, Bylaw Enforcement Officer

**Subject:** Animal Control Bylaw Review Recommendations

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## **PURPOSE**

The purpose of this report is to provide Council an update respecting a review of the Animal Control Bylaw and proposed implementation of an Aggressive Dog Designation Policy & Procedure.

## **BACKGROUND**

At the Regular Council Meeting No. 1490, held Tuesday, April 2, 2019, Council received correspondence from a resident concerning the Village's Animal Control Bylaw and the protocol around designating a dog as aggressive. In response, Council requested that Staff review the current Animal Control Bylaw and report back. For reference, the resolution is as follows:

*Moved/Seconded*

***THAT*** Staff review the Village's Animal Control Bylaw and bring back a report to Council.

***CARRIED***

## **DISCUSSION & COMMENTS**

The current Animal Control Bylaw adopted in October 2018 and further amended in February, 2019 (Consolidated Version attached as **Appendix A**) separated the definition of aggressive dogs from dangerous dogs. The reason for this separation was due to the fact that dangerous dog designations are governed in the *Community Charter* and are facilitated through a court process. Addressing aggressive dogs in the Village's Animal Control Bylaw provides the Village the ability to deal with aggressive dog incidents in a timely manner, without the requirement to pursue the incident via a court process which is time consuming and expensive.

### **Animal Control Bylaw Amendment Proposal:**

Upon review, Staff have determined that there is value in providing further clarification in the Bylaw with respect to an aggressive dog designation. As such, a Bylaw amendment is being proposed that includes the steps that must be followed upon notification of an aggressive dog designation. A draft of the amending Bylaw is attached for information as **Appendix B**.

The proposed Bylaw amendments and rationale for the changes are as follows:

- a) adding “Aggressive Dog Sign” and “Enclosure” to the list of definitions. These are new references in the proposed Bylaw and policy.
- b) Replacement of Section 4.2 and addition of Section 4.2.1 which specifically outlines a list of mandatory obligations for all owners of dogs who have been designated as aggressive. The previous Bylaw allowed for measures to be imposed at the discretion of the Bylaw Enforcement Officer, however this could allow for inconsistencies in an aggressive dog designation.
- c) Replacement of Section 7.7 to clarify that the bylaw does not reduce or limit the authority set out in the *Community Charter*. For example, under the *Community Charter*, stricter rules could be imposed than what are outlined in the Village’s bylaw, if necessary.

### **Aggressive Dog Designation Policy & Procedure:**

The review also identified that it would be appropriate to establish a policy and procedure around the designation of aggressive dogs. The implementation of this policy and procedure would provide clarity to both residents and Staff alike on the process for designating a dog as aggressive if an incident occurs and would follow the Animal Control Bylaw requirements. A draft of the proposed Aggressive Dog Designation Policy & Procedure is attached as **Appendix C** for review and consideration.

### **Bylaw Enforcement Policy Amendment:**

Staff have also taken this opportunity to review the Bylaw Enforcement Policy with respect to addressing animal control issues that occur on strata property, which is considered to be private property. As such, an amendment to the Bylaw Enforcement Policy is being proposed to clarify the Village’s role when a dog incident occurs on strata property. The proposed amendment is attached as **Appendix D**.

### **COMMUNICATIONS**

Should the Committee be supportive of the recommended changes, and following adoption of the proposed amendments and new policy, the Senior Communications and Grants Coordinator will work with the Bylaw Enforcement Officer and Corporate & Legislative Services to develop a messaging program with respect to the new Aggressive Dog Designation Policy & Procedure to the appropriate stakeholders and dog license holders.

### **LEGAL CONSIDERATIONS**

The proposed Animal Control (Aggressive Dog Designation) Amendment Bylaw (**Appendix B**), Aggressive Dog Designation Policy & Procedure (**Appendix C**) and Bylaw Enforcement Policy amendment (**Appendix D**) have received legal review.

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

The review of the Animal Control Bylaw was facilitated in-house by Corporate & Legislative Services. There will be some costs associated with the legal review which can be accommodated in the budget.

### **INTERDEPARTMENTAL IMPACT & APPROVAL**

Corporate & Legislative Services would oversee the implementation of an Aggressive Dog Designation Policy & Procedure, Animal Control Amendment Bylaw, and the proposed amendment to the Bylaw Enforcement Policy and will work with the Senior Communications and Grants Coordinator to provide notice to stakeholders. There are no further interdepartmental impacts or approvals required.

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

The Bylaw review and proposed Policies have no impacts on other jurisdictions.

### **ALTERNATIVE OPTIONS**

There are no alternative options for consideration at this time.

### **POTENTIAL GOVERNANCE CONSIDERATIONS**

Implementation of an Aggressive Dog Designation Policy meets with Strategic Priority Two: Good Governance in which the Village is committed to being an open and accountable government.

### **RECOMMENDATIONS**

#### **Recommendation:**

**THAT** the Committee provide comments on the Draft Animal Control (Aggressive Dog Designation) Amendment Bylaw, the Draft Aggressive Dog Designation Policy & Procedure, and the proposed Bylaw Enforcement Policy Amendment.

### **ATTACHMENTS:**

**Appendix A:** Consolidated Animal Control Bylaw No. 839, 2018

**Appendix B:** Proposed Animal Control (Aggressive Dog Designation) Amendment Bylaw

**Appendix C:** Proposed Aggressive Dog Designation Policy & Procedure

**Appendix D:** Proposed Bylaw Enforcement Policy Amendment

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



# VILLAGE OF PEMBERTON ANIMAL CONTROL BYLAW No. 839, 2018

## Consolidated

February 24, 2019

### AMENDMENTS:

- **Animal Control Amendment Bylaw No. 854, 2019 – Section 6.5 update**

This document is an office consolidation of the Village of Pemberton Animal Control Bylaw No. 839, 2018 (adopted October 2, 2018) and subsequent amendments adopted by the 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 the original bylaws should be consulted.

The Village of Pemberton will, in no event, be liable or responsible for damages of any kind arising out of the use of this consolidation. This is not the official version of the Village of Pemberton Animal Control Bylaw No. 839, 2018, 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](mailto:admin@pemberton.ca)

**VILLAGE OF PEMBERTON  
BYLAW No. 839, 2018**

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**A BYLAW TO PROVIDE FOR THE LICENCING AND CONTROL OF DOGS  
AND BACKYARD HENS IN THE VILLAGE OF PEMBERTON**

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**WHEREAS** in accordance with the *Community Charter* Council may, by bylaw, regulate, prohibit and impose requirements in relation to animals;

**AND WHEREAS** pursuant to Section 48 of the *Community Charter* Council may establish procedures for the seizure of *dogs*;

**AND WHEREAS** it is in the public interest for the Village of Pemberton to take the necessary measures to regulate the keeping of *dogs* and *Backyard Hens*;

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

**CITATION**

This Bylaw shall be cited as the *Village* of Pemberton "Animal Control Bylaw No. 839, 2018."

**DEFINITIONS**

In this Bylaw:

*Aggressive Dog* means:

- a) a *dog* that, being over the age of 3 months, has without provocation bitten or attacked a person or *domestic animal*, resulting in at least a minor injury;
- b) a *dog* that has, when not on the property of its *owner*, approached or pursued any person in an aggressive or menacing manner;
- c) a *dog* owned or harboured primarily or in part for the purpose of *dog* fighting, or a *dog* trained for *dog* fighting; or
- d) a *dog* with a demonstrated propensity, tendency or disposition to attack without provocation other *domestic animals* or humans.

*Application* means the application for a *Backyard Hen Keeping Permit* made in the form(s) established and prescribed by the *Village*;

*At Large* means with reference to an animal, means being elsewhere than on the property of its *Owner* or other;

*Backyard Hen* means a female chicken of four (4) months of age or older that is kept on a parcel of land, occupied by a resident. This does not include land zoned for agricultural uses as defined by the *Zoning Bylaw*;

*Backyard Hen Keeping Permit* means the written authority for the keeping of *Backyard Hens* granted by the *Manager* or designated pursuant to this Bylaw;

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

*Control* means to exercise restraining or directing influence;

*Coop* means a weather proof structure with walls and a roof used for the shelter of *Backyard Hens*;

*Custody* means immediate care or charge;

*Dangerous Dog* has the meaning defined in section 49 of the *Community Charter*;

*Dog* means any animal of the canine species;

*Flock* means the group of *Backyard Hens* kept on one property;

*Keep* means the act of having the care, custody, control or possession of an animal;

*Kennel* means any private or commercial facility for the keeping, training, care, breeding or boarding of four (4) or more *dogs*;

*Manager* means the Manager of Corporate & Legislative Services for the *Village* or a person appointed to act in their place;

*Muzzle* means a device which covers or secures the mouth of a *dog* and is designed to prevent it from biting;

*Neutered* means the sterilization of a female *dog* by removal of its ovaries or of a male *dog* by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

*Nuisance* means any act, activity or condition that unreasonably interferes with the use and enjoyment of a property owner's parcel of land or of rights common to all, or that endangers health, safety or comfort of members of the public;

*Nuisance Dog* means any *dog* that is unreasonably disturbing the peace, quiet, enjoyment or convenience of persons in the neighbourhood by its persistent barking or howling or is *at large* in the neighbourhood;

*Outdoor Enclosure* means an open-air attachment to and forming part of a *Coop* having a bare earth or vegetated floor for *Backyard Hens* to roam, that has a roof and is enclosed with chicken wire or other fencing materials;

*Owner* means any person, partnership, association or corporation that owns, possesses or has control, care or custody over an animal;

*Person* means a natural person;

*Person responsible* or responsible person means a person who is the owner of the animal; has care, custody or control of the animal; or is keeping or harbouring the animal, provided that where the person is under the age of 19, the parent or guardian of such person is deemed to be the *person responsible*.

*Police Officer* means a member of the Royal Canadian Mountain Police;

*Pound* means the facility designated by the *Village*, which is used for the temporary housing and care of *dogs* that have been impounded pursuant to the bylaw;

*Public Place* includes every sidewalk, park, courtyard, square, walkway, parkade and any other area open to public use;

*Resident* means a person who resides on a permanent or long-term basis on the property for which the *Backyard Hen Keeping Permit* will apply;

*Rooster* means a male chicken;

*Unlicensed Dog* means a *dog* for which the licence fee for the current year has not been paid as herein provided, or to which a tag representing payment of the *dog* licence for the current year is not attached;

*Village* means the Village of Pemberton;

*Wildlife* means wildlife as defined by the *BC Wildlife Act* and/or other *dogs* indigenous to Canada whose ownership in captivity violates Provincial or Federal Canadian statutes.

*Zoning Bylaw* means the Village of Pemberton Zoning Bylaw No. 832, 2018 as amended or replaced from time to time.

## **CONTROL OF DOGS**

### **1. Licencing of Dogs**

- 1.1. No person shall keep, own, harbour or be in possession of any *dog* over the age of three (3) months within the *Village* unless such *dog* is licensed as provided by this bylaw.
- 1.2. The *owner* of a *dog* shall obtain an annual licence for such *dog* by paying the fee outlined in Schedule "A".
- 1.3. Every licence and corresponding licence tag issued under this Bylaw:
  - i. expires on the thirty-first (31st) day of December of the year in which it is issued; and
  - ii. is valid only in respect of the *dog* for which it is issued.
- 1.4. Where a licence tag is lost or destroyed, the person to whom the original licence was issued may, by paying the fee prescribed in Schedule A and applying on a form provided by the *Village*, apply to the *Manager* for a replacement licence or tag.
- 1.5. The owner shall ensure that any *dog* taken off of the owner's property shall cause the *dog* to wear around the neck a collar to which shall be attached the current licence tag issued for that *dog* by the *Village*. *Owners* are encouraged to have their *dog* bear permanent identification in the form of a visible veterinary tattoo or identifiable microchip.
- 1.6. An *owner* of a *dog* that is certified under the *Guide Dog and Service Dog Act*, must obtain a licence, but the licence fee is waived for such *dogs*.
- 1.7. A registry of all licensed *dogs* will be kept at the *Village* indicating the dates of registration, the name and description of each *dog*, and the name and address of each owner.
- 1.8. The owner of any licensed *dog* shall, within thirty (30) days of the *owner's* change address, notify the *Village* of such change of address.
- 1.9. Transient *dogs* that have affixed to its collar or harness a valid and subsisting licence tag issued by any jurisdiction outside the *Village* of Pemberton shall not be deemed ownerless but shall be subject to every other provision of this Bylaw.

## **2. Responsibilities of Owners – Dog Control**

- 2.1. An owner shall ensure his or her *dog* does not run *at large* within the *Village*;
- 2.2. An owner shall ensure his or her dog does not enter the school playing fields or any other public space that has signage posted at any time;
- 2.3. Notwithstanding subsection 2.1, a dog is not required to be on a leash while in the designated off-leash area located on the northeast corner of One Mile Lake Park or any other *Village* designated off-leash area;
- 2.4. If any dog defecates on any public or private property other than the property of its owner, the owner shall remove such feces immediately and dispose of the same in a sanitary manner.
- 2.5. An owner shall ensure his or her dog does not persistently bark or howl or otherwise disturb the peace, quiet and enjoyment of the neighbourhood.
- 2.6. No owner of a dog shall permit his or her dog to:
  - a) chase, bite or attack any person or animal; or
  - b) cause damage to any property.
- 2.7. The owner of any dog that is lawfully not on a leash pursuant to subsection 2.3 shall:
  - a) keep the *dog* under control by verbal command at all times;
  - b) ensure that the *dog* does not cause injury to any person or other animal or damage to any property.
- 2.8. No person shall own more than three (3) dogs unless the person meets the requirements for operating a kennel and has obtained a licence under section 8.
- 2.9. No person shall keep his or her dog in an unsanitary environment.
- 2.10. For the purpose of subsection 2.9, an environment is considered unsanitary when it contains objects that may cause injury to any person or dog or where it contains an accumulation of fecal matter, an odour, insect infestation, rodent attractants, or other conditions which endanger the health of any person or dog, or which disturbs or are likely to disturb the enjoyment, comfort or convenience of any person or dog.

2.11. An owner shall ensure his or her dog does not upset any waste receptacles or scatter the contents thereof either in or about a street, boulevard, sidewalk, lane, or other public property or in or about premises not belonging to or in the possession of the owner of the dog.

2.12. Any dog found on public or private property:

- a) Without a required licence;
- b) Unlawfully at large;
- c) Straying or trespassing on private property;
- d) On unfenced land and not securely tethered or contained; or
- e) In violation of health regulations or a bylaw of the *Village*

may be impounded immediately by the *Bylaw Enforcement Officer* or *Police Officer*, and impounded or disposed of in accordance with this Bylaw, and if any such action is taken, the owner must pay for any costs and expenses incurred by the *Village* and any applicable fees.

### **3. Responsibilities of Owners – Dog Care**

3.1. An owner shall ensure his or her dog is provided with:

- a) clean potable drinking water and food of sufficient quantity and quality to allow for healthy growth and the maintenance of healthy body weight;
- b) food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
- c) the opportunity for regular exercise sufficient to maintain good health, including daily opportunities to be free of a confined area and exercised regularly under appropriate control; and
- d) necessary veterinary care when such *dog* exhibits signs of pain, injury, illness or suffering.

3.2. An *owner* of a *dog* which normally resides outdoors, or which is kept outdoors for extended periods of time, must ensure that the *dog* is provided with an outdoor shelter which:

- a) has a total area that is at least twice the length of the *dog* in all directions and that also allows the *dog* to turn around freely and adopt normal resting postures;
- b) ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such *dog*.

- c) provides sufficient shade to protect the *dog* from the direct rays of the sun at all times; and
  - d) is regularly cleaned and sanitized and removed of excreta daily.
- 3.3. No person may cause a dog to be hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the dog's neck.
- 3.4. No *person* may cause a *dog* to be hitched, tied or fastened to a fixed object for longer than six (6) hours within a twenty-four (24) hour period.
- 3.5. No *person* may cause a *dog* to be confined in an enclosed space or vehicle, including a car, without adequate ventilation. Such enclosed space or vehicle, if stationary, shall be in an area providing sufficient shade to protect the *dog* from the direct rays of the sun at all times.
- 3.6. No *person* may transport a *dog* in a vehicle outside the passenger compartment or in an uncovered passenger compartment unless it is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent it from falling off the vehicle or otherwise injuring itself.

#### **4. Aggressive Dogs**

- 4.1. A Bylaw Enforcement Officer may designate a dog as an aggressive dog for the purposes of this Bylaw, based on his or her own knowledge or observation, a written communication from another Bylaw Enforcement Officer, or a written complaint about the dog that provides reasonable grounds for the designation.
- 4.2. If the Bylaw Enforcement Officer has designated a dog to be an aggressive dog, the Officer will deliver to the owner or other person responsible for the dog, if that person is known, written notice advising that the dog has been so designated. The notice may stipulate measures the person must take to prevent incidents of harm to other animals or to any person. The notice is sufficiently delivered if personally given or left with the person responsible, or mailed to the address of that person or where the dog is known or believed to reside. If mailed, the addressee is deemed to have received the notice six (6) days after the date of mailing.
- 4.3. The *owner* of a dog that has been designated as an aggressive dog may, within ten (10) calendar days of being delivered notice of the designation, request that the Bylaw Enforcement Officer reconsider the designation. The request must be accompanied by written reasons why the owner believes the dog is not an aggressive dog and may include any information that would



support that position. If requested, the Bylaw Enforcement Officer must allow the owner an opportunity to be heard, in person or by telephone or other device, and may arrange for any other person with relevant information to address the matter. If no request for reconsideration is made within ten (10) days of the notice being delivered, the designation is final.

- 4.4. After considering the owner's case, and other relevant information as may be presented, the Bylaw Enforcement Officer may confirm or reverse the aggressive dog designation.
- 4.5. If a dog has been deemed by the Bylaw Enforcement Officer to be an aggressive dog, but the dog has not:
  - a) killed or seriously injured a person;
  - b) killed or seriously injured a domestic animal while in a public place or on property other than property owned or occupied by the person responsible for the dog; or
  - c) been declared a dangerous dog by a court of competent jurisdiction;

the owner may request that Council review the designation of aggressive dog by the Bylaw Enforcement Officer by notifying the Chief Administrative Officer within fourteen (14) days of the date of the Bylaw Enforcement Officer's decision. Such a request must be in writing and include the owner's reasons for the request and any further information related to the matter. If a complete request is not made within fourteen (14) days, or the owner does not appear at a hearing as scheduled by the *Manager*, the decision of the Bylaw Enforcement Officer is deemed to be final.

## 5. Nuisance Dogs

- 5.1. A *person* aggravated or concerned about a *nuisance dog* or other animal causing a nuisance may contact a *Bylaw Enforcement Officer* to deal with the matter.

## 6. Impoundment

- 6.1. Any *person* may deliver to the pound any *dog* found *at large* where no *owner* appears to be present.
- 6.2. Where action is taken under section 6.1 the *dog* shall be considered impounded at the time and placed under the control of the *Bylaw Enforcement Officer*, pound keeper, or a *police officer*.

- 6.3. On receiving a *dog* that has been delivered to the pound, the pound keeper or *Bylaw Enforcement Officer* will:
- a) impound the *dog*; and
  - b) make reasonable efforts to determine the identity of the *owner* and to inform the *owner* that the *dog* has been impounded, whether the *dog* is alive or dead.
- 6.4. Any *dog* impounded will be provided with the basic *dog* care provisions described in Section 3 of this bylaw and with the requirements set out in *A Code of Practice for Canadian Kennel Operations* (Canadian Veterinary Medical Association, 2007).
- 6.5. The *dog* shall remain impounded for a minimum of 72 hours, not including the date of impoundment unless the *dog* is claimed by its rightful *owner*. If not so claimed within that time, the *dog* shall become the property of the *Village*, and;
- a) the *Bylaw Enforcement Officer* may:
    - i. arrange for such veterinary care for an injured or ill impounded *dog* as may be necessary to sustain its life; or
    - ii. arrange to transfer ownership of the *dog* to the pound keeper; and
    - iii. the *Village* may recover from the *owner*, the cost of veterinary care provided while the *dog* was impounded, in addition to any other fees due to the *Village* for redemption of the *dog*

**(Section 6.5 Amended Bylaw No. 854, 2019)**

- 6.6. During the impoundment period, the pound keeper may euthanize, by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association, any *dog* deemed to be seriously ill or injured, for humane reasons and in prior consultation with a veterinarian, and if reasonable efforts to contact the *owner* of the *dog* have failed.
- 6.7. During the impoundment period, the pound keeper shall:
- a) provide such veterinary care for an injured or ill impounded *dog* as may be necessary to sustain its life; and
  - b) be entitled to recover from its *owner*, the cost of veterinary care provided while the *dog* was impounded, in addition to any other fees due to the *Village* for redemption of the *dog*.

- 6.8. When a *dog* seized and impounded does not have a permanent form of identification (veterinary tattoo or microchip), the pound keeper shall encourage the *owner* to implant the *dog* with a microchip.
- 6.9. In order to obtain the release of an impounded *dog* during the impoundment period stipulated in subsection 6.5, the *owner* shall:
- a) provide proof of *ownership* of the *dog*;
  - b) licence the *dog* with the *Village*;
  - c) pay to the *Village*:
    - i. any applicable fines as outlined in Schedule “A”;
    - ii. any costs associated with the application of the microchip or tattoo should that be done by the pound;
    - iii. per diem *dog* care and housing fees as identified in Schedule “A”;
    - iv. any costs incurred due to veterinary services rendered during the impoundment period.
- 6.10. Where the *owner* of a *dog* has been determined and all reasonable efforts to contact such *owner* have been made, but such *owner* does not claim the *dog*, they shall be responsible for payment to the *Village* of the fees described in subsection 6.5.

## 7. **Dangerous Dog Licencing**

- 7.1. No person shall own or keep any dangerous *dog* unless such *dog* is licensed as a dangerous *dog* with the *Village* by an *owner* who is over the age of eighteen, and who has paid the applicable fee indicated in Schedule A.
- 7.2. In order to obtain such licence, an *owner* of a dangerous *dog* shall supply the following documentation to the *Village*:
- a) written confirmation from a licensed veterinarian that such *dog* has been neutered;
  - b) written confirmation from an approved *dog* trainer that the services of such trainer have been retained for the purpose of providing behavioural remediation to such *dog*;
  - c) written confirmation that the *owner* has obtained a policy of liability insurance specifically covering any damages for injuries caused by such *dog* in an amount not less than five hundred thousand dollars, and covering the twelve-month period during which licensing is sought. This policy shall contain a provision requiring the community to be named as

an additional insured for the sole purpose of the community to be notified by the insurance company of any cancellation, termination or expiration of the policy.

- 7.3. When such *dog* is off the property of the *owner*, the *owner* shall ensure that it is properly fitted with a muzzle and on a leash not longer than one (1) metre and that it is under the control of a responsible person over the age of eighteen.
- 7.4. When such *dog* is on the property of the *owner*, the *owner* shall ensure that it is either securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent it from escaping and to prevent the entry of any person not intended to access such *dog*. Such pen or structure shall comply with subsection 3.2 of this bylaw and shall not be within 1.5 metres of the property line or within three (3) metres of a neighbouring dwelling unit.
- 7.5. The *owner* of such *dog* shall display a sign declaring in legible writing and with a recognizable symbol that the *dog* is dangerous at each entrance to the property and building in which such *dog* is kept.
- 7.6. The *owner* of such *dog* shall promptly notify the *Village's Bylaw Enforcement Office* if the *dog* is found to be running *at large*;
- 7.7. If the *owner* of a dangerous *dog* is unwilling or unable to comply with the requirements of this section, said *dog* may be seized and impounded up to twenty-one (21) days and the *Bylaw Enforcement Officer* may apply to the Provincial Court for an order to have the *dog* destroyed by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association.

## 8. Kennels

- 8.1. Four (4) or more *dogs* may not be kept or harboured on any property or residential unit unless a valid and subsisting kennel licence has been issued under this Bylaw.
- 8.2. No *kennel* shall be permitted:
  - a) in a residential zone;
  - b) in any other zone within fifty (50) metres of the parcel boundary of any property other than that occupied by the *owner*.
- 8.3. No *person* shall keep or maintain a *kennel* without first having made application, on a form provided by the *Village*, and having obtained a kennel licence and Business Licence. The application for such kennel licence shall be accompanied by the fee prescribed in Schedule "A".

## **BACKYARD HEN KEEPING**

### **9. General**

- 9.1. A person must not keep *Backyard Hens* except in accordance with this Bylaw, the *Zoning Bylaw* and with a *Backyard Hen Keeping Permit*.
- 9.2. A person who keeps *Backyard Hens* without a permit is subject to a fine as set out in Schedule "B".

### **10. Permit Application & Fees**

- 10.1. A person may apply for a *Backyard Hen Keeping Permit* by submitting an application in writing to the *Manager*, in a form approved by the *Manager*, together with a non-refundable permit fee as set out in Schedule "A".

### **11. Authority of the Village Manager**

- 11.1. Upon receiving a complete application together with payment of applicable fees, the *Manager* may, issue a *Backyard Hen Keeping Permit* and as a condition of the Permit, may impose terms, restrictions and requirements to ensure the use will be compliant.
- 11.2. The *Manager* may suspend, revoke or cancel a *Backyard Hen Keeping Permit* immediately or upon notice if the *Manager* finds the Permit holder has contravened this or another applicable bylaw or regulation, or any term or condition of the Permit.
- 11.3. The *Manager* may impose restrictions and requirements as a condition of restating or reissuing the Permit to remedy the contravention and ensure continuing compliance.

### **12. General Regulations**

- 12.1. A person who keeps *Backyard Hens* must:
  - a) Be a resident of the property where the *Backyard Hens* are kept;
  - b) Hold a valid *Backyard Hen Keeping Permit*;
  - c) Keep no more than five (5) *Backyard Hens* on any parcel of land despite the number of permissible dwelling units on that parcel;
  - d) Not keep a rooster;

- e) Provide each *Backyard Hen* with food, water, shelter, light, ventilation, veterinary care and opportunities for essential behaviours such as scratching, dust-bathing and roosting, all sufficient to maintain the *Backyard Hen* in good health;
- f) Keep a food container and water container in each *Coop*;
- g) Ensure that all *Backyard Hens* are kept within a secure *Coop* from sunset to 7:00 a.m.;
- h) Ensure that each *Backyard Hen* remains at all times in a *Coop* or *Outdoor Enclosure*;
- i) Not keep a *Backyard Hen* in a cage;
- j) Remove leftover feed, trash and manure in a timely manner;
- k) Store manure within a fully enclosed structure and store no more than 0.8 cubic metres at one time;
- l) Remove all manure not used for composting or fertilizing;
- m) Not deposit manure in the *Village's* sewage or storm drain system;
- n) Follow the Canadian Food Inspection Agency *National Biosecurity Standards and Biosecurity Principles*;
- o) Keep a *Backyard Hen* for personal use only and not sell eggs, manure, meat or other products derived from the *Backyard Hens*;
- p) Not slaughter or attempt to euthanize a *Backyard Hen* on the property;
- q) Not dispose of a *Backyard Hen* except by delivering it to a farm, abattoir or a veterinarian, mobile slaughter unit or other facility that has the ability to dispose of a *Backyard Hen* lawfully;

### **13. Coops and Outdoor Enclosures**

13.1. A person who keeps *Backyard Hens* must:

- a) provide a *Coop* and *Outdoor Enclosure* providing each *Backyard Hen* with a minimum of 0.4m<sup>2</sup> coop floor area and 0.92m<sup>2</sup> area of enclosed outdoor run space per *Backyard Hen*;

- b) provide each *Backyard Hen* with its own nesting box and perch that is at least fifteen (15) centimetres long;
- c) ensure that the *Coop* and *Outdoor Enclosure* is situated in accordance with the *Zoning Bylaw*; ensure that the *coop* and *outdoor enclosure* is a minimum of three (3) m from any dwelling window or door;
- d) secure the *Coop* and *Outdoor Enclosure* with electric fencing;
- e) maintain each *Coop* and *Outdoor Enclosure* in good repair and sanitary condition and free from vermin and obnoxious smells and substances;
- f) construct and maintain each *Coop* and *Outdoor Enclosure* to prevent any rodent from harbouring underneath or within it or within its walls and to prevent entrance from any other wildlife.

#### **14. Limit to Number of Flocks**

- 14.1. The Village of Pemberton reserves the right to limit the number of backyard flocks permitted in the Village and in each neighborhood or block.

#### **PROHIBITED ANIMALS**

#### **15. Except as provided in subsection 16 of this bylaw, no person shall:**

- 15.1. breed;
- 15.2. possess;
- 15.3. exhibit for entertainment or educational purposes, or
- 15.4. display in public either on a temporary basis or permanent basis,  
any prohibited animal listed in Schedule "C".

#### **16. Subsection 15 does not apply to:**

- 16.1. The premises of a local government facility used for keeping impounded animals;
- 16.2. The premises of any police department;
- 16.3. Premises operated by the British Columbia Society for the Prevention of Cruelty to Animals;

- 16.4. The premises of a veterinarian licensed by the British Columbia Veterinary Medical Association, providing the veterinarian is providing temporary care for a prohibited animal;
- 16.5. Premises that keep prohibited animals for which a valid permit and/or license is in place pursuant to the *Wildlife Act* or *Fur Farm Act*;
- 16.6. Premises that keep animals for educational and research purposes, which are accredited by the Canadian Council for Animal Care;
- 16.7. Premises of an aquarium or zoological park, which is accredited by the Canadian Association of Zoological Parks and Aquaria.

### **ENFORCEMENT**

17. This Bylaw may be enforced by the *Manager*, a *Police Officer* or a *Bylaw Enforcement Officer*.

### **ENTERING LAND TO CARRY OUT AN ORDER**

19. The *Manager*, a *Police Officer*, or a *Bylaw Enforcement Officer* acting under the direction of the *Manager*, may enter at all reasonable times into or upon any lands or premises to ascertain whether the provisions of this Bylaw are being met.
20. A person must not prevent or obstruct the *Manager*, a *Police Officer*, or a *Bylaw Enforcement Officer* from carrying out any inspections or performing other functions under this bylaw.

### **FINES**

20. Any *person* who commits an offence against this Bylaw is subject to a fine as outlined in Schedule "B" attached.

### **OFFENCES AND PENALTIES**

21. Any *person* who:
  - 21.1. violates or contravenes any provision of this Bylaw;
  - 21.2. causes or allows any act or thing to be done in contravention or violation of any provision of this Bylaw;
  - 21.3. fails or neglects to do, or refrains from doing, any act or thing which is required to be done by any provision of this Bylaw;



- 21.4. fails to comply with an order, direction or notice given under this Bylaw;  
commits an offence and contravention and for each day that the offence continues amounts to a separate and distinct offence.

22. A *person* convicted of an offence or found guilty of a contravention under this bylaw is liable:

- 22.1. If proceedings are brought under the *Offence Act*, to pay a fine to a maximum of \$10,000 and such other amounts as the court may impose in relation to the offence;
- 22.2. If a ticket is issued under the Municipal Ticket Information Utilization Bylaw No. 800, 2016 as amended or replaced from time to time, to pay a fine to a maximum of \$1,000;
- 22.3. If a bylaw notice is issued under a bylaw made under the *Local Government Bylaw Notice Enforcement Act*, to pay a penalty to a maximum authorized under that *Act*

### **COST RECOVERY**

23. Where a *person* fails to pay the *Village's* costs as required by this Bylaw or where a *person* subject to an order under this bylaw fails to act required by the order and the *Village* carries out the work or otherwise fulfills the requirement, the *Village* may recover its costs from the *owner*, occupier or *person responsible* for the work or for payment of the costs, as a debt to the *Village*. Money owed to the *Village* under this bylaw is payable upon receipt of an invoice from the *Village*.

### **SCHEDULES**

24. The following schedules are attached to and form part of this bylaw and are enforceable in the same manner as this bylaw:

- Schedule "A" – Fees
- Schedule "B" – Fines
- Schedule "C" – List Prohibited Animals

### **SEVERABILITY**

25. If any section or subsection of this bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the bylaw without affecting the validity of the remainder of the bylaw.

**REPEALED BYLAWS**

Village of Pemberton Animal Control Bylaw No. 651, 2010 is hereby repealed.

Village of Pemberton Animal Control Amendment Bylaw No. 779, 2015 is hereby repealed.

**READ A FIRST TIME** this 4th day of September, 2018.

**READ A SECOND TIME** this 4<sup>th</sup> day of September, 2018.

**READ A THIRD TIME** this 4<sup>th</sup> day of September, 2018.

**ADOPTED** this 2<sup>nd</sup> day of October, 2018.

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Mike Richman  
Mayor

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Sheena Fraser  
Corporate Officer

## **Schedule A – LICENSE FEES**

### **LICENSE FEES (New and Renewals): Section 1**

#### **Dog License Fees (Before January 31<sup>st</sup>):**

UNNEUTERED MALE:	\$ 65.00
UNSPAYED FEMALE:	\$ 65.00
NEUTERED:	\$ 25.00
SPAYED:	\$ 25.00
UNDER 3 MONTHS:	\$ 15.00
REPLACEMENT TAG:	\$ 10.00

#### **Dog License Fees (After January 31<sup>st</sup>)**

UNNEUTERED MALE:	\$ 85.00
UNSPAYED FEMALE:	\$ 85.00
NEUTERED:	\$ 40.00
SPAYED:	\$ 40.00

### **IMPOUND FEES: Section 6**

FIRST OFFENCE (UNLICENSED):	\$ 75.00
FIRST OFFENCE (LICENSE):	\$ 30.00
SECOND OFFENCE:	\$ 100.00
THIRD OFFENCE:	\$ 150.00
FOURTH AND SUBSEQUENT OFFENCES:	\$ 300.00
MAINTENANCE FEE PER DAY:	\$ 25.00

### **DANGEROUS DOG LICENSE FEE: Section 3.7.1**

DANGEROUS DOG	\$100.00
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### **KENNEL LICENSE FEE: Section 3.8.3**

KENNEL PERMIT FEE:	\$ 100.00
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### **BACKYARD HEN KEEPING PERMIT : Section 4.2**

NON-REFUNDABLE PERMIT FEE:	\$25.00
SUBSEQUENT INSPECTION FEE:	\$25.00/PER INSPECTION

## Schedule B - FINES

### Control of Dogs

<b>Bylaw Section</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Third Offence</b>	<b>Fourth &amp; Subsequent Offences</b>
<b>Section 1.1</b> Licensing of Dogs (Unlicensed Dogs)	\$75	\$100	\$150	\$300
<b>Section 2</b> Responsibility of Owners – Dog Control	\$50	\$75	\$100	\$150

### Backyard Hen Keeping

<b>Bylaw Section</b>	<b>First Offence</b>	<b>Second Offence</b>	<b>Third Offence</b>	<b>Fourth &amp; Subsequent Offences</b>
<b>Section 9.2</b> Backyard Hen Keeping without a Permit	\$50	\$75	\$100	\$150
<b>Section 12</b> General Regulations – Backyard Hen Keeping	\$50	\$75	\$100	\$150

### **Schedule C – LIST OF PROHIBITED ANIMALS**

- all nonhuman primates
- all felidae, except the domestic cat
- all canidae, except the domestic dog
- all ursidae (bears) - all proboscidea (elephants)
- all pinnipedia (seals, walrus)
- all marsupials
- all edentates (anteaters)
- all xenartha (such as sloths, armadillos, and tamanduas)
- all monotremata (spiny anteater and platypus)
- all venomous or poisonous reptiles and amphibians
- all reptiles and amphibians over 2ft adult size
- all venomous or poisonous invertebrates (such as black widow spiders, tarantulas, and blue-ringed octopus)
- all ungulates, except the bison and the domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama, and alpaca - all hyenidae (hyenas)
- all hyracoidean (hyraxes)
- all erinaceidae (tenrecs and hedgehogs)
- all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret - all procyonidae (raccoons, coatimundis)
- all viverridae (civets and genets)
- all herpestidae (mongooses)
  - all cetacea (whales, porpoises, dolphins)
- all rodentia, except the hamster, gerbil, guinea pig, domestic mouse, and domestic rat

Animal Control Bylaw No. 839, 2018

- all chiroptera (bats), colugos (flying lemurs), and scandentia (treeshrews)
- all lagomorphs (rabbits and hare), except the domestic rabbit
- all birds except the domestic quail, pheasant, pigeon, chicken, duck, goose and turkey, plus the budgie, cockatiel, lovebird, finch, and canary
- all saltwater fish

VILLAGE OF PEMBERTON

AMENDMENT BYLAW No. XXX, 2019

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A Bylaw to amend Village of Pemberton  
Animal Control Bylaw No. 839, 2018

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**WHEREAS** Section 137 of the *Community Charter* authorizes the Council to, by bylaw, amend or repeal a bylaw.

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

**PART 1: CITATION**

- 1.1. This Bylaw may be cited as “Village of Pemberton Animal Control Bylaw No. 839, Amendment Bylaw No. XXX, 2019”.

**PART 2: APPLICATION**

- 2.1. Village of Pemberton Animal Control Bylaw No.839, 2018 be amended as follows:

- a) By adding the following definitions:

*Aggressive Dog Sign* means a sign which reads “Beware of Dog” or otherwise warns that there is a dangerous or aggressive dog on the property

*Enclosure* means a physical structure or fenced yard constructed in such a way that it prevents the escape of a dog or the entry of any person not intended to access the dog but does not include invisible fencing systems;

- b) By deleting Section 4.2 and replacing with new Sections 4.2. and 4.2.1 below:

4.2 If the Bylaw Enforcement Officer has designated a dog to be an aggressive dog, the Officer will deliver to the owner or other person responsible for the dog, if that person is known, written notice advising that the dog has been so designated. The notice is sufficiently delivered if personally given or left with the person responsible or mailed to the address of that person or where the dog is known or believed to reside. If mailed, the addressee is deemed to have received the notice six (6) days after the date of mailing.

4.2.1 Following receipt of a notice pursuant to section 4.2.1, the owner or person responsible for the aggressive dog must:

- (a) within 30 days, display an aggressive dog sign at the property where the dog normally sleeps so that the aggressive dog sign is visible to any person entering the property;
- (b) not cause, permit or allow the dog to be in any public place, unless the dog is muzzled and secured on a leash, no longer than two (2) metres, to its owner or to the person responsible for the dog;
- (c) not cause, permit or allow the dog to be on private property without first informing the owner or occupier of the private property that the dog is an aggressive dog;
- (d) when in a place owned or occupied by the owner, ensure the dog is:
  - i. kept securely confined indoors,
  - ii. kept securely confined in an enclosure, or
  - iii. secured on a leash to its owner or to a person responsible for the dog;
- (e) not cause, permit, or allow the dog to enter any off leash area; and
- (f) immediately notify the Village that the dog is at large upon becoming aware that the dog is at large.

c) By deleting Section 7.7 and replacing with a new Section 7.7 below:

7.7 All powers conferred under the authority of this bylaw are in addition to the powers conferred by section 49 of the *Community Charter* and this bylaw does not reduce or limit any powers conferred by section 49 of the *Community Charter*.

**READ A FIRST TIME** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**READ A SECOND TIME** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**READ A THIRD TIME** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.



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Mike Richman  
Mayor

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Sheena Fraser  
Corporate Officer

DRAFT

# Aggressive Dog Designation Policy & Procedure

Department: _____	Policy No.: _____
Sub-department: _____	Created By: _____
Approved By: _____	Amended By: _____
Approved Date: _____	Amendment: _____
Meeting No.: _____	Meeting No.: _____

## POLICY PURPOSE

The purpose of this policy is to provide a procedure for determining an aggressive dog designation and to define the responsibilities of a dog owner upon designation of an aggressive dog.

## REFERENCES

Village of Pemberton Animal Control Bylaw No. 839, 2018, as replaced or amended from time to time

## DEFINITIONS

### **Aggressive dog:**

- a) a dog that, being over the age of 3 months, has without provocation bitten or attacked a person or domestic animal, resulting in at least a minor injury;
- b) a dog that has, when not on the property of its owner, approached or pursued any person in an aggressive or menacing manner;
- c) a dog owned or harboured primarily or in part for the purpose of dog fighting, or a dog trained for dog fighting; or
- d) a dog with a demonstrated propensity, tendency or disposition to attack without provocation other domestic animals or humans.

**Aggressive Dog Sign:** means a sign which reads "Beware of Dog" or otherwise warns that there is a dangerous or aggressive dog on the property

**At Large:** means with reference to an animal, being elsewhere than on the property of its Owner or other;

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

**Enclosure:** means a physical structure or fenced yard constructed in such a way that it prevents the escape of a dog or the entry of any person not intended to access the dog but does not include invisible fencing systems; **Owner:** means any person, partnership, association or corporation that owns, possesses or has control, care or custody over an animal.

# Aggressive Dog Designation Policy & Procedure

Department: _____	Policy No.: _____
Sub-department: _____	Created By: _____
Approved By: _____	Amended By: _____
Approved Date: _____	Amendment: _____
Meeting No.: _____	Meeting No.: _____

## POLICY

The Village of Pemberton established an aggressive dog definition as set out in *Animal Control Bylaw No. 839, 2018*. As per the Bylaw, the Bylaw Enforcement Officer has the discretion to designate a dog as an aggressive dog, provided reasonable grounds for the designation are met. If a Bylaw Enforcement Officer believes on reasonable and probable grounds that a dog has:

- a) without provocation bitten or attacked a person or domestic animal,
- b) when not on the property of its owner, approached or pursued any person in an aggressive or menacing manner;
- c) been trained for dog fighting, or is owned or harboured for the purpose of dog fighting;
- d) demonstrated a tendency to attack without provocation other domestic animals or humans

then the Bylaw Enforcement Officer may declare the dog an aggressive dog.

If the Bylaw Enforcement Officer does not have evidence, has not witnessed the aggressive dog's behavior, nor has any other reasonable or probable grounds to believe a designation is required, the Bylaw Enforcement Officer will consider an aggressive dog designation if:

- a) At least two (2) reports are received reporting aggressive dog behavior towards another domestic animal \*; and
- b) The reports are from separate individuals not residing at the same address; and
- c) There are two (2) separate occurrences (date and/or time) of the dog behaving aggressively towards another domestic animal.

\*Notwithstanding the above requirements, aggressive dog behavior involving harm to a person does not require two (2) separate occurrences or reports to be considered.

## PROCEDURE

When determining an aggressive dog designation, the Bylaw Enforcement Officer will do the following

- a) Interview and obtain statements from the dog owner and any other parties involved;
- b) Interview and obtain statements from any witnesses;
- c) Meet the dog(s) involved in the incident;
- d) Follow up with individuals involved if further information is required;

# Aggressive Dog Designation Policy & Procedure

Department: _____	Policy No.: _____
Sub-department: _____	Created By: _____
Approved By: _____	Amended By: _____
Approved Date: _____	Amendment: _____
Meeting No.: _____	Meeting No.: _____

Once a dog has been deemed to be aggressive, the Bylaw Enforcement Officer will deliver to the owner, or other person responsible for the dog, written notice advising that the dog has been so designated.

Once a dog has been designated as aggressive, the following are measures the owner must take in order to prevent further incidents of harm to other animals or to any person:

- (a) within 30 days, display an aggressive dog sign at the property where the dog normally sleeps so that the aggressive dog sign is visible to any person entering the property;
- (b) not cause, permit or allow the dog to be in any public place, unless the dog is muzzled and secured on a leash, no longer than two (2) metres, to its owner or to the person responsible for the dog;
- (c) not cause, permit or allow the dog to be on private property without first informing the owner or occupier of the private property that the dog is an aggressive dog;
- (d) when in a place owned or occupied by the owner, ensure the dog is:
  - i. kept securely confined indoors,
  - ii. kept securely confined in an enclosure, or
  - iii. secured on a leash to its owner or to a person responsible for the dog;
- (e) not cause, permit, or allow the dog to enter any off leash area; and
- (f) immediately notify the Village that the dog is at large upon becoming aware that the dog is at large.

The owner of an aggressive dog may also be subject to fines related to licensing and dog control, as per Schedule B of *Animal Control Bylaw No. 839, 2018*.

### **Aggressive Dog Designation Appeal:**

The owner of a dog that has been designated as an aggressive dog may, within fourteen (14) days of being delivered notice of the designation, request that Council review the designation by the Bylaw Enforcement Officer by notifying the Chief Administrative Officer, as per the procedure set out in *Animal Control Bylaw No. 839, 2018*, as replaced or amended from time to time.

# Aggressive Dog Designation Policy & Procedure

Department:	_____	Policy No.:	_____
Sub-department:	_____	Created By:	_____
Approved By:	_____	Amended By:	_____
Approved Date:	_____	Amendment:	_____
Meeting No.:	_____	Meeting No.:	_____

If an appeal is presented, the Village may suggest to the owner that an evaluation of the dog by a certified professional, which will be at the cost of the dog owner, may be helpful in the reconsideration.

DRAFT

# Bylaw Enforcement Policy

Department:	Corporate & Legislative Services	Policy No.:	ADM-022
Sub-department:		Created By:	Sheena Fraser
Approved By:	Council	Amended By:	Council
Approved Date:	16 May 2017	Amendment:	6 March 2018
Meeting No.:	1450	Meeting No.:	1465

## POLICY PURPOSE

The purpose of this Policy is to provide guidance to staff and the public in general regarding the enforcement of the bylaws and policies of the Village of Pemberton (the "Village")

## POLICY

The Village of Pemberton (the "Village") bylaws and policies are in place to develop and maintain a safe and livable environment while respecting the rights of our neighbours and ensuring the quality of life for our citizens. The goal of the Village's bylaw enforcement is not to penalize residents, but to achieve compliance with its bylaws and policies through education and the provision of information. However, it is recognized that in some cases, compliance may require that penalties be issued.

The Village of Pemberton does not have the resources to actively ensure that its various parking, building, zoning, animal control and other regulatory bylaws are being complied with at all times. Therefore, it is the policy of the Village to rely primarily, but not exclusively, on citizen complaints as a means of enforcing these bylaws. In order to encourage valid complaints and to reduce the opportunity for intimidation and conflict, the Village seeks to establish a balance of accountability and confidentiality among the various parties to the bylaw enforcement process. The following policies shall therefore apply:

1. In order to be considered, a bylaw complaint shall be in writing using the Customer Service Request Form (standard mail, email, fax, or hand delivered) or by email and shall contain the name, address and phone number of the complainant and a description of the nature of the infraction including to the best of the complainants ability the date, time and specific location of the alleged infraction(s).
2. As a matter of practice, the identity of the complainant and the written complaint itself shall not be disclosed to the alleged violator or any member of the public. It is not necessary for the complainant to request confidentiality. Likewise, the response of the alleged violator shall not be disclosed to the complainant. Furthermore, bylaw enforcement files will not necessarily be discussed with a complainant subsequent to the initial submission of a written complaint.
3. The anonymity and confidentiality given to complainants and alleged violators under this policy cannot be assured in all circumstances, particularly if a complaint has been publicly disclosed by the complainant, or if an investigation results in court proceedings. If a request is made to the Village for disclosure under the *Freedom of Information and Protection of Privacy Act* (the "Act"), it shall be reviewed as per the relevant sections of the *Act*, unless consent is obtained

from the person who supplied the information and who would otherwise be provided confidentiality under the *Act* and this policy. The Village, however, is subject to orders issued by the Information and Privacy Commissioner under the *Act* and will not necessarily appeal an order to disclose.

4. When determining the response to a complaint the Village will consider such matters as the scale, number and duration of the infraction(s); the current, short and long term impacts caused by the infraction; the potential for precedents and the resources available to resolve the matter.
5. When receiving complaints about potential infractions on properties in the Agricultural Land Reserve (ALR) or on Crown Land, the Village will send the complaint to the Agricultural Land Commission (ALC), the Ministry of Forest, Lands and Natural Resource Operations (FLNRO) or other Ministries as required as the primary enforcement agency. The Village will recommend to the complainant that they submit complaints to the ALC, FLNRO or Ministry affected directly if they have not already done so. The Village will review the complaint for infractions to its own bylaws where the Village has primary responsibility for enforcement.
6. Bylaw enforcement is at the discretion of the Village. As a general rule, in order for a complaint to be considered, it shall be submitted by a person who is affected by the alleged infraction, or who owns, resides upon, or otherwise has an interest in property that is affected by the alleged infraction.
7. With respect to noise regulation infractions, for a complaint to be considered, a written submission must be received from at least two (2) persons who are unrelated and affected by the noise, or who owns, resides upon, or otherwise has an interest in property that is affected by the alleged noise infraction (**Amended September 12, 2017**). With respect to internal strata noise disputes, the Village will refer these matters to the Strata Council to address and resolve. (**Amended March 6, 2018**)
8. *With respect to aggressive dog infractions not involving harm to a person, for a complaint to be considered, a written submission must be received from at least two (2) persons who are unrelated and affected by the aggressive dog, or who owns, resides upon, or otherwise has an interest in property that is affected by the alleged aggressive dog infraction. With respect to animal control matters not involving harm to a person that take place within a strata development or on strata lands, the Village will refer these matters to the Strata Council to address and resolve.*
9. The Village reserves the right to not respond to anonymous complaints, complaints about multiple addresses from the same complainant or complaints that may be considered by the Village to be vexatious in manner.
10. The Village will handle complaints and bylaw enforcement issues as operational matters to be handled at a staff level rather than at a Council level, but will advise Council on enforcement matters on an as-needed basis or in response to complaints received by Council about the implementation of this Policy.
11. Generally, the Village will seek voluntary compliance first. It will not be the policy of the Village of Pمبرتون to necessarily seek a final legal remedy for all alleged infractions.

12. Some complaints may be considered either as a civil dispute between property owners, such as fences, or as a minor non-enforceable issue, such as trees overgrowing property lines. These matters will not be acted upon by the Village.
  
13. This policy does not preclude the Village from initiating enforcement of its bylaws in the absence of a complaint where circumstances warrant such action. Such circumstances may include, but are not limited to: health and safety considerations; potential Village liability; the scale or the flagrancy of the violation and in particular building, land use, parking, animal control, zoning and outdoor water use violations.