

# ATTACHMENT 3

NO. 01-36

## A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to establish fees to recover the City's costs associated with the assessment of liquor licence applications.

Under its statutory powers, including section 15.1 of the *Liquor Control and Licensing Act*, the Municipal Council of the City of Victoria enacts the following provisions:

1 This Bylaw may be cited as the "LIQUOR LICENSING FEE BYLAW".

2 In this Bylaw,

"Act"

means the *Liquor Control and Licensing Act* and its regulations;

"assessment"

means a Council assessment or a staff assessment;

"Council assessment"

means a method used to conduct an assessment of a licence application involving Council's taking into account related matters, commenting on, making recommendations in connection with, and otherwise considering;

"Council"

means

- (a) the City's Council,
- (b) the City's Committee of the Whole Council, or
- (c) both Council and the City's Committee of the Whole Council, acting jointly in the same matter;

"licence"

has the same meaning as under the Act;

"licence application"

means an application under the Act for

- (a) the issue, amendment, or renewal of a licence, including but not limited to the following matters:

- (i) an application for increasing the permitted capacity of the licensed area of a licensed establishment;
- (ii) an application for a designated food-option area within a licensed establishment, or
- (b) any other application in connection with which the Act allows or requires the City's assessment;

"staff assessment"

means a method used to conduct an assessment of a licence application involving undertaking a technical evaluation of a licence application by the City's officers or employees, but does not include any of the following matters:

- (a) reporting to Council;
- (b) a public consultation process;

"special occasion licence"

has the same meaning as in section 7 of the Act.

- 3 For the purpose of recovering the costs incurred by the City, the person making a licence application must pay to the City the following fees in connection with a an assessment that is requested or required of the City under the Act:
  - (a) \$25.00 for a staff assessment of a special occasion liquor licence application;
  - (b) \$40.00 for a staff assessment of a licence application for a temporary change to a liquor licence's terms and conditions;
  - (c) \$375.00 for a staff assessment of a licence application;
  - (d) \$375.00 for a Council assessment of a licence application;
  - (e) the City's costs for public notification of a public consultation process that is referred to in section 4(1), and is required by the Act or requested by the Council to complete the Council's assessment of a licence application.
- 4 (1) For the purpose of carrying out an assessment of matters in connection with a licence application, the Council may undertake a public consultation that includes but is not limited to the following processes:
  - (a) gathering the views of residents by receiving written comments, conducting a public hearing, holding a referendum, or any other

similar method required under the Act or, if permitted but not required under the Act, determined by the Council;

- (b) undertaking the procedures connected with the matters referred to in paragraph (a), including the providing of notices and making related information publicly available.
- (2) For the purpose of carrying out any of the matters under subsection (1), the Council must apply the following rules and procedures applicable to each matter, including hearings and decision-making:
- (a) the common law rules of procedural fairness;
  - (b) the procedures for notice and other procedural matters required under the Act.

READ A FIRST TIME the	<b>22<sup>ND</sup></b>	day of	<b>FEBRUARY</b>	, 2001.
READ A SECOND TIME the	<b>22<sup>ND</sup></b>	day of	<b>FEBRUARY</b>	, 2001.
READ A THIRD TIME the	<b>22<sup>ND</sup></b>	day of	<b>FEBRUARY</b>	, 2001.
ADOPTED on the	<b>8<sup>TH</sup></b>	day of	<b>MARCH</b>	, 2001.

**"MIKE MCCLIGGOTT"**  
 ACTING DIRECTOR OF  
 CORPORATE SERVICES

**"ALAN LOWE"**  
 MAYOR



**Schedule B**  
**Liquor-Primary Business Good Neighbour Agreement**

WHEREAS representatives of the Corporation of the City of Victoria (the "City"), Victoria Police Department (the "Police Department"), and the owners, \_\_\_\_\_ of the liquor-primary business, \_\_\_\_\_ (the "Liquor-Primary Business"), located at \_\_\_\_\_, Victoria, B.C., recognize that liquor licensed establishments have a civic responsibility beyond the legislated requirements of the Liquor Control and Licensing Act to control the conduct of their patrons; and

WHEREAS the City, the Police Department and the Liquor-Primary Business agree that in recognizing this principle, the following measures will be implemented by the Liquor-Primary Business, up to the opening for business and will continue to be in effect at all times; and

WHEREAS the City of Victoria Business Licence Bylaw, s. 8(3)(b) imposes certain conditions with which the holder of a business licence for a Liquor-Primary Business ) must comply;

Conditions of license (as provided under City of Victoria Business Licence Bylaw No. 89-71)

1. As there is recognition that the Liquor-Primary Business exists within proximity of transient & residential accommodations and other commercial buildings, the Liquor-Primary Business undertakes to ensure that noise emissions do not disturb the neighbourhood and comply with the City of Victoria Noise Bylaw.
2. The Liquor-Primary Business will not play amplified music outside of the building after 23:00h.
3. The Liquor-Primary Business will post a sign at the entrance to the licensed premises advising of the identification requirement and any dress code or admission fee.
4. The Liquor-Primary Business staff shall wear distinctive identification badges displaying an identification number at all times while on duty in the licensed premises, and the manager shall at all times maintain a list identifying every staff member by name and identification number.
5. The Liquor-Primary Business shall employ staff or security personnel to patrol the external area and to monitor the activity of patrons immediately outside the Liquor-Primary Business, particularly at closing time, to ensure orderly dispersal.
6. The Liquor-Primary Business staff shall make every reasonable effort to scrutinize patrons as they enter to ensure that all patrons are at least 19 years of age and that no weapons or items of contraband are brought into the Liquor- Primary Business.
7. Patrons shall not be allowed to carry open beverages or to consume them in areas that are not licensed for such purpose including outside of the Liquor- Primary Business.
8. Patrons of the Liquor-Primary Business who have consumed liquor shall be allowed free use of a telephone for the purposes of calling a taxi or other transportation, if requested.

9. The Liquor-Primary Business' staff shall undertake to inspect the outside of the premises each night after closing to ensure that there is no litter, garbage or broken glass left in the area around the Liquor-Primary Business.
10. The Liquor-Primary Business shall ensure at all times that the line-up into the business does not impede or obstruct pedestrian traffic along the sidewalk or interfere with access or egress to another place of business.
11. The Liquor-Primary Business agrees to remove immediately all graffiti placed from time to time on the property that is owned or leased by the Liquor-Primary Business.

Other terms and conditions of this Good Neighbour Agreement

12. The Liquor-Primary Business staff shall monitor the conduct of all patrons within the Liquor-Primary Business and terminate alcoholic beverage service to persons exhibiting signs of intoxication.
13. The Liquor-Primary Business shall support and cooperate with Victoria City Police in Licensed Premises Checks and any crime prevention initiatives for liquor-licensed establishments.
14. When incidents occur that require police involvement, all Liquor-Primary Business staff shall cooperate with police members and shall not impede or obstruct the investigation in any way.
15. There shall be no tolerance for criminal activity within the Liquor-Primary Business, and police will be consulted should a "criminal element" become present.
16. The Liquor-Primary Business and Victoria City Police agree to meet a minimum of once every calendar year to discuss issues and concerns.
17. The Liquor-Primary Business agrees to support the hiring of qualified people from the community when appropriate.
18. The Liquor-Primary Business recognizes its role within the community, and agrees to work with the City, its departments and any task forces to resolve mutual concerns.
19. Any proposed changes to these guidelines will first be discussed and be resolved with Victoria City Police and/or the City.
20. Nothing contained or implied herein shall prejudice or affect the City's rights and powers in exercise of its functions pursuant to the *Local Government Act* and the rights and powers of the City under all of its public and private statutes, bylaws, and regulations, all of which may be as fully and effectively exercised in relationship to the Lands and the Premises as if this agreement had not been entered into.

The City and the Liquor-Primary Business recognize that participation in this agreement is a condition of the City Business Licence and that its success is based on licensee compliance. The Liquor-Primary Business recognizes that should non-compliance with the terms of the agreement arise, or if complaints to the Victoria Police Department regarding negative community impacts are in the opinion of the Corporate Administrator attributable to the Liquor-Primary Business, the City



will provide written notice to the Liquor-Primary Business of such impacts or non-compliance. The Liquor-Primary Business shall have 30 days from receipt of the Notice in which to address and correct the negative impacts specified in the Notice to the satisfaction of the Corporate Administrator, in his or her sole discretion. If, upon the expiry of the thirty (30) day period, the negative impacts specified in the Notice have not been addressed and corrected to the satisfaction of the Corporate Administrator, this matter will be brought to the attention of City Council with a recommendation that the Business Licence be suspended or revoked, as the evidence of noncompliance warrants.

WHEREAS the Liquor-Primary Business has entered into this agreement, the City and Victoria City Police commend them for their recognition of their civic responsibilities and their commitment to fostering a good working relationship with the City and their neighbours.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, at Victoria, B.C.

\_\_\_\_\_  
Liquor-Primary Business

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Liquor-Primary Business

\_\_\_\_\_  
Corporate Administrator

\_\_\_\_\_  
Victoria City Police