

**RESORT MUNICIPALITY OF WHISTLER
SPECIAL EVENT BYLAW NO. 2171, 2019**

**A BYLAW TO PROVIDE FOR THE GRANTING OF PERMITS FOR SPECIAL EVENTS
ON PUBLIC PROPERTY IN THE RESORT MUNICIPALITY OF WHISTLER**

WHEREAS pursuant to Section 8 of the *Community Charter* the Council of the Resort Municipality of Whistler may, by bylaw, regulate, prohibit and impose requirements in relation to public places and the protection and enhancement of the well-being of its community,

WHEREAS the Council of the Resort Municipality of Whistler deems it expedient to institute a bylaw governing the granting of permits for Special Events in the Resort Municipality of Whistler;

AND WHEREAS the Council of the Resort Municipality of Whistler wishes to protect Whistler's reputation as a world-class mountain resort, ensure events are conducted in a safe and lawful manner, and prevent nuisances on Public Property in the Resort Municipality of Whistler;

NOW THEREFORE the Council of the Resort Municipality of Whistler, in open meeting assembled, enacts as follows:

INTRODUCTION

1. This Bylaw may be cited for all purposes as the "Special Event Bylaw No. 2171, 2019".

DEFINITIONS

2. In this Bylaw:

"Applicant" means the Person who applies for a Special Event Permit, pursuant to this Bylaw;

"Attendee" means a Person who is present at the Special Event and includes all participants, staff, volunteers, contractors and employees;

"Business" has the same meaning as the term is defined in the *Community Charter*,

"Business Licence" means a valid business licence issued pursuant to provisions of the "Business Licence Bylaw No. 567, 1987";

"Club Event" means any public or private event or gathering that has twelve (12) or more Attendees in which any part of the event or gathering takes place outside on Public Property and occurs at least two (2) or more times per calendar year, including running, hiking or biking clubs or camps;

"Commercial Event" means any public or private event or gathering that:

- (a) is held by a Business or has a commercial aspect; and
- (b) takes place wholly or in part on Public Property.

“Compliance Declaration” means a signed statement from the Permittee, in the format prescribed by the General Manager, indicating the Special Event complies with all requirements of this Bylaw and other local, provincial and federal laws and regulations;

“Council” means the Council of the Resort Municipality of Whistler;

“Enforcement and Ticketing Bylaws” means “Bylaw Notice Enforcement Bylaw No. 2174, 2018” and “Municipal Ticket Information System Implementation Bylaw No. 1719, 2005”;

“Farmers’ Market” means a seasonal, multi-vendor, community-driven market comprised exclusively of vendors who grow, make, bake, raise or wild harvest the products they sell, all of which products must be grown or processed in British Columbia, and which prioritize primary producers/farmers and food, all in accordance with such criteria as may be established by British Columbia Association of Farmers’ Markets.

“Film Permit” means a valid permit issued by the General Manager for the purposes of commercial photography, video, film and television;

“General Manager” means the RMOW’s General Manager of Resort Experience or their designate;

“Highway” has the same meaning as the term defined in British Columbia’s *Transportation Act* [SBC 2004];

“Local Authority” has the same meaning as the term is defined in the *Community Charter* [SBC 2003];

“Major Event” means a Special Event that is likely to be attended by at least five hundred (500) Attendees per day;

“Minor Event” means a Special Event that is likely to be attended by fewer than five hundred (500) Attendees per day;

“Municipal Engineer” means the Person appointed as the RMOW’s General Manager of Infrastructure Services or their designate;

“*Offence Act*” means the *Offence Act* [RSBC 1996];

“Park Use Permit” means a valid Park Use Permit issued pursuant to the provisions of “Park Use Bylaw No. 1526, 2002”;

“Parks and Recreation Fees and Charges Bylaw” mean “Parks & Recreation Fees & Charges Regulation Bylaw No. 1486, 2000”;

“Permit” means a valid permit for Special Event issued pursuant to the provisions of this Bylaw;

“Permittee” means a Person who has obtained a valid Permit;

“Person” means an individual, partnership, association, corporation, organization, business, cooperative, trustee, executor, administrator or legal representative;

“Public Authority” has the same meaning as the term defined in the *Community Charter*;

“Public Property” means:

- (1) a Highway, park, plaza, public parking lot or other outdoor public right of way or place; and
- (2) any outdoor location that the RMOW maintains for the use of the public, including rights of way granted by a registered owner of land to the RMOW for public access.

“RMOW” means the corporation of the Resort Municipality of Whistler or, where the context requires, the area within the municipal boundaries of the Resort Municipality of Whistler;

“Sign” means any device, illustration, illumination, inscription, material, medium, notice, object, structure or visual projection, including its supports, framework, lighting or electrical system, which is visible from any street or from the air, and which is used or capable of being used to convey information directly or attract attention for the purpose of an announcement, advertisement, Business promotion, promotion of a product, activity, service or idea, or of providing direction, identification or information;

“Sign Bylaw” means “Sign Bylaw No. 558, 1987”;

“Site” means the Public Property described in the Permit on which a Special Event is to be held;

“Solid Waste Management Plan” has the same meaning as the term defined in “Solid Waste Bylaw No. 2139, 2017”;

“Special Event” means any public or private event with or without a commercial aspect, including but not limited to a market, craft fair, bake sale, auction, performance, promotional activity, show, exhibition, wedding, parade, procession, advertising or marketing activity, athletic event, Commercial Event, Club Event or other event or gathering of people, in which any part of the event or gathering takes place on Public Property;

“Special Event Permit Application Form” means the application form for a Permit prescribed by the General Manager, to be updated from time to time to reflect all federal, provincial and local legislative requirements;

“Special Events Road Use/Closure Permit” means a road use or road closure permit issued by the Municipal Engineer;

“Whistler Blackcomb” means the corporation and its subsidiaries owned by Vail Resorts Inc., also known as Vail Resorts; and

“Whistler Village Land Company” means the wholly owned subsidiary of the RMOW legally known as Whistler Village Land Company Ltd. which is responsible for the development and enhancement of the Crown Land in Whistler Village.

REFERENCES

3. Reference to another enactment in this Bylaw is a reference to that enactment as it may be amended, replaced or in effect from time to time.
4. Reference to another bylaw in this Bylaw is a reference to a bylaw, as amended from time to time, of the RMOW unless otherwise specified.

PROHIBITION

5. No Person shall hold a Special Event or prepare Public Property for holding a Special Event unless the Person holding the event has a valid Permit.
6. No Person shall publicize or advertise a Special Event without:
 - a) a Permit for the Special Event being advertised, or
 - b) written consent from the General Manager to publicize and or advertise the Special Event.

PERMIT REQUIREMENT EXEMPTIONS

7. Notwithstanding any other provision of this Bylaw, the following Special Events do not require a Permit:
 - a) Special Events for which the RMOW has already issued a Park Use Permit;
 - b) Special Events for which the RMOW has already issued a Film Permit;
 - c) a Farmers' Market; and
 - d) Special Events the General Manager has approved for emergency, public interest or other reasonably unforeseen circumstances not contemplated in this Bylaw.

PERMIT APPLICATION TIMELINE

8. A Person applying for a Special Event Permit must begin the Permit application process at least:
 - a) in the case of a Major Event that is being held in the RMOW for the first time or has not been held in the RMOW within a year of the date the Applicant submits the Application, one (1) year before the date the event begins;
 - b) in the case of a Major Event that has been held in the RMOW within a year of the date the Applicant submits the Application, six (6) months before the date the event begins;
 - c) in the case of a Minor Event; sixty (60) days before the date the event begins; and
 - d) in the case of a Club Event, thirty (30) days before the date the event begins.

PERMIT APPLICATION REQUIREMENTS – REQUIRED RMOW INFORMATION

9. Every Person applying for a Permit must complete the Special Event Permit Application Form provided by the General Manager and must provide the following information:
 - a) the name, address, phone number and email address of the Applicant;
 - b) the date and time of the Special Event, including dates and times required before and after the Special Event to prepare, disassemble and clean the Site;
 - c) a brief description of the Special Event;
 - d) a description of the Site location to be used and the proposed Site plan during the Special Event;
 - e) an estimate of the number of Attendees per day at the Special Event;
 - f) if the Special Event will include the service of liquor, details (locations, dates, times, capacities, etc.) of the proposed liquor service;
 - g) if the Special Event will include the service of food, provide details (locations, dates, times, capacities, etc.) of the proposed food service;
 - h) if the Site allows vending activities and vendors will be marketing or offering for sale goods and services at the Special Event:
 - (i) a list of all vendors detailing the types of goods or services offered and marketed by each vendor; and
 - (ii) a map showing the proposed location for each vendor on the Site;
 - i) if Signs will be used during the Special Event or to promote the Special Event:
 - (i) a copy of any proposed Signs; and
 - (ii) a map showing the proposed location of any Signs to be placed on Public Property.
 - j) a notification plan if the General Manager determines that Businesses and residents may be affected by the Special Event;
 - k) first aid, safety and security plans for Major Events in accordance to the *British Columbia Major Planned Events Guidelines*, available from the Province of British Columbia;
 - l) a Special Event Solid Waste Management Plan;
 - m) electrical requirements in accordance to Technical Safety BC;
 - n) details of amplified sound;

- o) if the Special Event will include the use of unmanned aviation vehicles or drones, details of the proposed use, including dates, times and locations of such use; and
- p) any other additional information the General Manager reasonably requests to assist in determining whether the Applicant may be issued a Permit.

PERMIT APPLICATION REQUIREMENTS – REQUIRED THIRD PARTY INFORMATION

10. Before a Permit may be issued, the Applicant must provide to the General Manager, as part of the Permit application, proof of:
 - a) any permit, licence, approval or authorization that is required by a Public Authority or Local Authority with respect to the Special Event, including but not limited to:
 - (i) any licence, endorsement or authorization issued pursuant to the provincial *Liquor Control and Licensing Act* if liquor will be served at the Special Event;
 - (ii) if the Applicant intends to request closure or use any part of a Highway under the jurisdiction of the Province, a permit issued by the Province pursuant to the provincial *Transportation Act*,
 - (iii) an Electrical Operating Temporary Power permit from Technical Safety BC;
 - (iv) any licenses or permits issued pursuant to the *Public Health Act*, and
a special flight operations certificate issued pursuant to the *Canadian Aviation Regulations* under the *Aeronautics Act*, and
 - b) any permit, licence, approval or authorization that is required by the RMOW with respect to the Special Event.
11. More than one (1) Special Event Permit Application Form may be submitted for a Club Event held by the same Person in the same calendar year if all the Club Events are Minor Events and are of a similar nature, scope, impact and size.
12. Where a Special Event does not clearly fall into a prescribed type of Special Event in this Bylaw, the General Manager may process the Special Event Permit Application Form on the basis of the type of Special Event most similar to the Applicant's Special Event.
13. No Person may make any material misrepresentations on a Special Event Permit Application Form.

HIGHWAY USE, INTERRUPTION AND CLOSURES

14. No Person may hold a Special Event on any part of a Highway or close any part of a Highway as part of a Special Event unless the Person has received a Special Event Road Use/Closure Permit authorizing such use or closure.

15. In addition to the information required under any other provision of this Bylaw, every Applicant for a Special Event that proposes to use or close or interrupt any part of a Highway must make an application for a Special Event Road Use/Closure Permit on the prescribed form provided by the Municipal Engineer for that purpose and must provide information that the Municipal Engineer reasonably requests in order to assist the Municipal Engineer in determining whether the Applicant may be granted approval to use or close any part of a Highway.
16. If in the opinion of the Municipal Engineer, a Special Event will affect any traffic on a Highway, as a condition of issuing the Special Event Road Use/Closure Permit the Municipal Engineer may require the Applicant to use or close part of a Highway to provide a traffic control plan certified by a professional transportation engineer.

SECURITY DEPOSITS

17. Before issuing a Permit pursuant to this Bylaw, the General Manager may require a security deposit in the form of a standby irrevocable letter of credit, cash or another form of security in the amount reasonably determined by the General Manager on the basis of size, duration, impact, nature, and history of the Special Event for:
 - a) any loss or damage to land or property due to the Special Event;
 - b) any fines or penalties owed by the Permittee due to contravention of this Bylaw or any of the RMOW's bylaws if the fines or penalties are owed in relation to promoting or holding the Special Event, and which amounts may be deducted from the security deposit once the fine or penalty becomes due and payable to the RMOW;
 - c) any costs incurred by the RMOW arising from or related to the Special Event, including the cost to provide policing, emergency or fire services or any other services or public works provided by the RMOW;
 - d) any costs to restore the Site to the condition that it was in prior to the Special Event, and
 - e) any costs and damages incurred by the RMOW arising from specified terms in a written agreement with the RMOW or in the terms and conditions of the Permit.
18. If, in the opinion of the General Manager, the Special Event causes or results in any of the losses, damages, fines, penalties or costs listed in section 17, the General Manager may from time to time:
 - a) draw down on the security posted to the extent of any cost incurred or expected to be incurred by the RMOW in connection with such losses, damages, fines, penalties or costs; and
 - b) request enforcement and compliance support from RMOW's bylaw services staff pursuant to Enforcement and Ticketing Bylaws.

19. The RMOW shall hold any security deposit for up to one hundred twenty (120) days following the conclusion of the Special Event, at which time the RMOW must return the security or such portion of the security not deducted by the RMOW under this Bylaw to the Person or Permittee who provided the security.
20. The Permittee holding the Special Event must, within one hundred and twenty (120) days of the conclusion of the Special Event, pay any costs incurred by the RMOW because of the Special Event that exceed the security deposit.
21. For the purposes of this Bylaw, loss or damages caused by the Special Event includes loss or damages caused by an Attendee at the Special Event.

PERMIT APPROVALS

22. No Permit shall be granted to a Person for a Special Event unless the General Manager is satisfied on the information available that:
 - a) the Special Event Permit Application Form is complete, and all required information, including Third Party information;
 - b) the Applicant has complied with this Bylaw and all other enactments and legislation that are applicable to the Special Event, including, if the Special Event includes the service of liquor, that such service will comply with all applicable provincial liquor regulations and the requirements of the *RMOW Municipal Liquor Licensing Policy*;
 - c) the proposed Site is available and is reasonably appropriate to host the Special Event, considering the scope, scale, impact, nature and history of the Special Event and the Site; and
 - d) all fees, including any fees charged under the Parks and Recreation Fees and Charges Bylaw and any outstanding fees or fines owed to the RMOW in relation to the Special Event, or any other Special Event operated by the same Permit applicant or Permittee, have been paid by the Permit applicant or Permittee.
23. Upon being satisfied that an Applicant has submitted Special Event Permit Application Form, meets all the requirements outlined in this Bylaw, and has provided subsequent additional documents that meet the requirements for issuance of a Permit within this Bylaw, the General Manager may issue a Permit.
24. Despite section 23, the General Manager may refer an application for a Permit to Council if the General Manager is of the opinion that the scope, scale, nature, impact or history of the proposed Special Event requires the approval of Council, and Council will decide to issue or a deny such Permit application based on the factors enumerated in this Bylaw.
25. The General Manager shall approve Special Event Permit applications with the same proposed date and Site on the following basis:

- a) if an Applicant requests to use a Site on the same calendar date(s) that an annual Special Event was held on in the preceding year, the previous Special Event Permittee, if in good standing with the RMOW, will have a right of first refusal to use that Site on the same calendar date(s) in the upcoming year; and
 - b) the General Manager will, at their sole discretion, resolve any other date or Site conflict on a case-by-case basis.
26. Permits issued under this Bylaw:
- a) apply only to the Person or Permittee to whom the Permit was issued; and
 - b) shall state the terms and conditions the General Manager has imposed on it.
27. The Permittee must ensure that the Special Event is held in compliance with all bylaws and other enactments and legislation.
28. Issuance of a Permit shall not be deemed to be a representation by the RMOW to the Permittee or to anyone else that the Permittee or the Special Event complies with all applicable bylaws or other enactments.
29. Prior to issuing a Permit, the General Manager may require a signed Compliance Declaration prior to the event in lieu of collecting and inspecting all plans, permits, licenses and approvals.

SIGNS

30. No Person shall erect, place, display, allow to be erected, placed or displayed on Public Property a Sign to advertise or promote or to be used as part of a Special Event unless the Sign and the location has been approved in writing by the General Manager.
31. The Permittee must ensure that the Special Event complies with the Sign Bylaw.

SPECIFIC TERMS AND CONDITIONS

32. The General Manager may impose specific terms and conditions with respect to a Permit in relation to:
- a) the duration of the Permit;
 - b) the hours of operations of the Special Event;
 - c) the maximum number of Attendees allowed to attend the Special Event;
 - d) waste management, clean-up and maintenance of the Site;
 - e) public health and sanitation;
 - f) vehicular and traffic control, parking control and crowd control;

- g) the protection of public or private property;
- h) the presence of security, police or emergency services;
- i) the presence of medical services, medical transport or first aid;
- j) arrangements for public transit and emergency vehicle access;
- k) the posting of a security deposit;
- l) the use of stages, platforms or other temporary structures on Public Property, including certification from a qualified professional that the stage, platform or temporary structure is fit for its intended use;
- m) the erection, placement or display of Signs for the Special Event on Public Property;
- n) the provision of an indemnity in favour of the RMOW;
- o) the consumption and use of liquor and cannabis products;
- p) the selling or marketing of goods or services at the Special Event, including food and beverages;
- q) the sale, service and consumption of liquor;
- r) the protection of the environment and management of solid waste as per the required Solid Waste Management Plan;
- s) notification of neighbors or other Persons who may be affected by the Special Event;
- t) the requirement of receiving a valid fireworks permit or campfire permit issued in accordance with the Whistler Fire and Rescue Service;
- u) the requirement of receiving a signed Compliance Declaration prior to the commencement of the Special Event; and
- v) any other terms or conditions related to compliance with this Bylaw or another enactment.

LIABILITY & RISK MANAGEMENT

33. As a condition of granting a Permit, the Applicant must provide the General Manager with proof of insurance, in the form of certified copies of all relevant policies of insurance, at least thirty (30) days prior to the Special Event, that:
- a) provides coverage for personal injury and property damage liability insurance for the entire duration of the Applicant's use of the Site, including during any preparation, disassembly and clean-up of the Site;

- b) includes a minimum coverage of \$2,000,000.00 per occurrence for bodily injury, death and damage to property, or a higher amount of coverage per occurrence as reasonably required by the General Manager due to the risks associated with the Special Event; and
 - c) is in the name of the Applicant and names the following as additional insured:
 - (i) the RMOW for all Special Events;
 - (ii) Whistler Village Land Company, if any part of the Site is leased, controlled or operated by the Whistler Village Land Company;
 - (iii) Whistler Blackcomb, if any part of the Site includes land that is leased, controlled or operated by the RMOW and Whistler Blackcomb; and
 - (iv) the registered owner of the land, if any part of the Site is on a right of way granted to the RMOW from the registered owner of land for public access or use of the land as a pedestrian walkway or plaza.
 - d) include a cross liability clause in favour of each of the required additional insured's;
 - e) is issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - f) is primary and non-contributing with respect to any policies carried by the RMOW and that any coverage carried by the RMOW is in excess coverage;
 - g) cannot be cancelled or materially modified without the insurer providing the RMOW with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
 - h) be on other terms acceptable to the RMOW, acting reasonably.
34. If the General Manager is of the opinion that the nature of the proposed Special Event creates an unusual risk of bodily injury, death or property damage, the General Manager may, as a condition of granting a Permit, require the Applicant to provide proof that the unusual risk is adequately covered by a policy of insurance for the duration Applicant's use of the Site, including during any preparation, disassembly and clean-up of the Site.

BUSINESS LICENSES & COMMERCIAL ACTIVITIES

35. If the Special Event has a commercial aspect, as a condition of granting a Permit, the Permittee must have a valid Business Licence for the business hosting the Special Event, which licence is valid for each Site at which the Special Event will occur, or obtain all necessary Business Licenses for the Special Event and the proposed Sites at least thirty (30) days prior to the Special Event taking place.

36. If the Special Event will include vendors marketing or offering for sale any goods or services at the Special Event, including the sale of food and beverages, a Permit is subject to the following conditions:

- a) the Permittee must ensure all vendors have, or are included as part of, a Business Licence that is valid for all Sites at which the vendor will market or offer for sale goods and services prior to the Special Event;
- b) the following information must be provided to the General Manager at least thirty (30) days prior to the Special Event:
 - (i) a list of all vendors detailing the types of goods or services offered or marketed by each vendor;
 - (ii) a map showing the proposed location for each vendor on the Site; and
 - (iii) a copy of all Business Licenses for all vendors.
- c) prior to the Special Event, the General Manager must approve in writing:
 - (i) the goods and services offered or marketed by each vendor; and
 - (ii) the location of each vendor on the Site.

37. No Person shall carry on, or allow to be carried on, business during a Special Event unless the Person has, or is included as part of, a valid Business Licence for the Business and

- a) the Person is the Permittee or a vendor approved by the General Manager to participate in the Special Event; or
- b) the Person is otherwise authorized by the RMOW or General Manager in writing to carry on business at the Site.

REFUSAL, SUSPENSION OR CANCELLATION OF A PERMIT

38. The General Manager may refuse to issue, suspend or cancel a Permit if:

- a) any part of the application for the Special Event is incomplete or inaccurate;
- b) the Special Event conflicts with another Special Event for which a Permit has been issued pursuant to this Bylaw;
- c) there are insufficient police or emergency services available for the Special Event;
- d) the Applicant or Permittee fails to obtain a permit, licence, approval or authorization required by a Public Authority, a Local Authority or the RMOW in respect to the Special Event;
- e) the Applicant or Permittee fails to provide proof of insurance required pursuant to this Bylaw;

- f) the Applicant or Permittee fails to ensure compliance with a term or condition of the Permit applicable to the Special Event;
 - g) the Applicant or Permittee has failed to ensure compliance with a provision of this Bylaw or other provincial or federal law or enactment;
 - h) the Special Event is violent or threatens violence or may pose a danger to the health and safety of any Person;
 - i) the Special Event will cause, or the Special Event or its Attendees do cause, damage to Public Property;
 - j) the Special Event promotes or condones illegal activity, including the use of illicit substances;
 - k) the Special Event will cause or causes cruelty to animals;
 - l) the Special Event will adversely affect or adversely affects wildlife or wildlife habitats;
 - m) the Special Event will adversely affect or adversely affects the use and enjoyment of public services and amenities for Persons who are not Attendees to the Special Event;
 - n) the Special Event will adversely affect or adversely affects communities and infrastructure outside of the RMOW;
 - o) the Special Event exposes, advocates or justifies hatred against any Person or class of Persons on the basis of the race, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, gender identity or expression, or age of that Person or class of Persons; and
 - p) the Special Event excludes, either indirectly or directly, Attendees based on race, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, gender identity or expression, or age of that Person or class of Persons, except those exclusions necessary for health and safety.
39. The General Manager may impose specific terms and conditions on a Permit in relation to the refusal, suspension or cancellation of a Permit.
40. If the General Manager refuses a Permit application or suspends or revokes a Permit, the General Manager must provide the Applicant or Permittee notice of and written reasons for
- a) the refusal, suspension or revocation, and
 - b) the opportunity to be heard by Council for reconsideration.

RECONSIDERATION BY COUNCIL

41. An Applicant or Permittee may request that Council reconsider the General Manager's decision to refuse, suspend, or cancel a Permit by delivering to the Corporate Officer of the

RMOW a written request stating the grounds upon which the request for reconsideration is based within ten (10) business days of the date of the notice of refusal, suspension or cancellation.

42. A Permittee may request that Council reconsider the General Manager's decision to draw down on the security deposit amount in accordance to section 18 or to require reimbursement for costs incurred or expected to be incurred by the RMOW in connection with such losses, damages, fines, penalties in accordance with section 17 by, within ten (10) business days of the date of the notification of the decision, delivering to the Corporate Officer of the RMOW a written request stating the grounds upon which the reconsideration request is based.
43. Upon receipt of the written request for reconsideration by the Applicant or Permittee the reconsideration process will accord with the following process:
 - a) the General Manager shall prepare and forward a report to both the Applicant or Permittee and the Corporate Officer. The report will set out the reasons for the General Manager's decision and will attach the Applicant's or Permittees written request for reconsideration.
 - b) Following receipt of the General Manager's report, the Corporate Officer will set a date and time for the Applicant or Permittee to appear before Council and be heard regarding the General Manager's proposed decision, and will inform the Applicant or Permittee of this date and time of such appearance in writing.
 - c) Once the Applicant or Permittee has presented their reasons for appealing the General Manager's decision, Council shall review the decision proposed by the General Manager and either confirm or set aside the refusal, suspension, or revocation on terms the Council sees fit.
 - d) If, after hearing from the Applicant or Permittee and considering the General Manager's report, Council elects to uphold the General Manager's decision to refuse the Permit application or suspend, or revoke the Permittee's License, they will provide the Applicant or Permittee written notice of their decision.

ENFORCEMENT

44. The General Manager and Bylaw Services staff are hereby authorized to enter at all times upon the Site of the Special Event to ascertain whether the regulations and provisions of this Bylaw are being or have been complied with.
45. No Person shall obstruct the entry of the General Manager or other authorized officials of the RMOW on the Special Event Site in the administration of this bylaw.

46. At any time, the General Manager may require a Permittee to provide proof of any Permit, licence, approval or authorization that is required by a Public Authority, a Local Authority or the RMOW with respect to the Special Event.

47. Every Person who:

- a) violates any of the provisions of this Bylaw;
- b) causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
- c) neglects or omits to do anything required under this Bylaw;
- d) carries out, causes or permits to be carried out any development in a manner prohibited by or contrary to any of the provisions of this Bylaw; or
- e) fails to comply with an order, direction or notice given under this Bylaw

is guilty of an offence under this Bylaw.

48. Every Person who commits an offence and, upon summary conviction, shall be liable to a penalty of not less than one hundred dollars (\$100) and not more than the maximum penalty provided under the *Offence Act*, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. The penalties imposed under this section will be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other enactment.

49. Each day that an offence against this Bylaw continues or exists will be deemed to be a separate and distinct offence.

NOTICE

50. The General Manager may deliver written notice to an Applicant or Permittee personally or by mail by:

- a) if the Permit applicant or Permittee is a corporation, delivering or mailing the notice the corporations registered office; or
- b) by delivering or mailing the notice to the address of the Permit applicant or Permittee provided on the Permit application.

Notice delivered in accordance with this section is presumed to have been received by the Permit applicant or Permittee, if delivered personally, on the date of delivery and, if delivered by mail, on the seventh day after the notice is mailed.

SEVERANCE

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

GIVEN FIRST, SECOND and THIRD READINGS this 9th day of July, 2019.

ADOPTED this 23rd day of July, 2019.

Signed original on file

Mayor, J. Crompton

Signed original on file

Municipal Clerk, A. Banman

I HEREBY CERTIFY that this is a true copy of the "Special Event Bylaw No. 2171, 2019."

Municipal Clerk, A. Banman