

## REGIONAL DISTRICT OF CENTRAL KOOTENAY

# Bylaw No. 2596

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A Bylaw to provide for the regulation of Special Events held within the electoral areas of the  
Regional District of Central Kootenay

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WHEREAS the Regional District may regulate a function, gathering or entertainment.

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled,  
HEREBY ENACTS as follows:

### DEFINITIONS

1 In this bylaw:

**Board** means the Board of the Regional District of Central Kootenay.

**Class I Special Event** means a Special Event planned or reasonably anticipated to have an attendance of greater than 200 people and fewer than 5,000 people, including all participants, volunteers, performers, vendors, staff, and other attendees.

**Class II Special Event** means a Special Event planned or reasonably anticipated to have an attendance of greater than 5,000 people, including all participants, volunteers, performers, vendors, staff, and other attendees.

**Permit** means a permit issued by the Regional District pursuant to this bylaw.

**Permit Holder** means a person to whom the Regional District has issued a Permit.

**Regional District** means the Regional District of Central Kootenay.

**School District** has the same meaning as under the *School Act*, [RSBC 1996], Chapter 412, and for this bylaw refers only to a School District located wholly or partly within the boundaries of the Regional District.

**Special Event** means any public assembly, show, exhibition, carnival, fair, concert, rave, vehicular race, parade, sporting event, performance or other event attended by, or which may reasonably be expected to be attended by, greater than 200 people including all participants, volunteers, performers, vendors, staff, and other attendees, and which is more than 24 hours in duration.

**Special Event Site** means each property on which any portion of a Special Event is held.

### APPLICATION

- 2 This bylaw applies to any Special Event, or portion of a Special Event, held in any part of Electoral Area H of the Regional District.

### GENERAL

- 3 (1) Unless otherwise exempted under this Bylaw, no person may hold, host, or allow a Special Event to take place unless the Regional District has issued a Permit for the Special Event to each person holding, hosting, or responsible for the Special Event, or each person's duly authorized representative.
- (2) An application for a Permit may be made jointly by more than one person.
- (3) All Special Events occurring in the Regional District require a Permit, except:
  - (a) Special Events held by the Regional District;
  - (b) Special Events held by a School District;
  - (c) Special Events with a primary purpose of holding a youth sports tournament.
- (4) If a Special Event is held on non-consecutive dates, each set of non-consecutive dates shall constitute separate Special Events and shall require a separate Permit.
- (5) The date and time of any Special Event shall include any date or time used for setting up for the Special Event, preparing the Special Event Site for the Special Event, taking down, and disassembling and cleaning up from the Special Event, and restoring the Special Event Site following the Special Event.

### APPLICATION REQUIREMENTS

- 4 (1) An application for a permit must be made in writing to the Regional District, and on the following timeline:
  - (a) in the case of a Permit to hold a Class I Special Event, no less than 60 days and no more than 270 days prior to the first day on which the proposed Special Event is to be held; or
  - (b) in the case of a Permit to hold a Class II Special Event, no less than 90 days and no more than 270 days, before the first day on which the proposed Special Event is to be held.
- (2) An application for a Permit must include all of the following information to the satisfaction of the Regional District:
  - (a) the legal description, Parcel Identifier (PID) number, and civic address of each Special Event Site;
  - (b) the name, address, and telephone number of each:
    - (i) promoter of the Special Event;
    - (ii) person holding the Special Event;
    - (iii) registered owner of each Special Event Site;
    - (iv) occupier of each Special Event Site; or

- (v) their authorized representatives;
- (c) the dates and operating hours for each day of the Special Event, including days of set-up and take-down;
- (d) the total number of expected attendees, including the total number of anticipated spectators, participants, performers, volunteers, vendors, staff, and others, as well as the total number of any tickets available for the Special Event;
- (e) a sketch plan of each Special Event Site, showing as applicable:
  - (i) the location and ordinary and proposed uses of existing structures;
  - (ii) the location and ordinary and proposed uses of any temporary structures proposed for the Special Event, including any proposed temporary seating arrangements;
  - (iii) the location, size, and layout of parking and transport areas;
  - (iv) the location, number, and arrangement of washrooms and other sanitation facilities;
  - (v) the location of each Special Event Site relative to primary and secondary site access routes to that Special Event Site;
  - (vi) the location, size, and nature of any facilities to dispense potable water;
  - (vii) the location of any proposed facilities for cooking and other food and drink preparation;
  - (viii) the location of first aid sites and equipment;
  - (ix) the location of any liquor service and consumption areas; and
  - (x) the location of any cannabis service and consumption areas;
- (f) a detailed statement describing the proposed arrangements for ordinary and emergency access and egress to and from each Special Event Site for participants, spectators, volunteers, fire services, and emergency services;
- (g) a Permit application fee in accordance with section 7 of this bylaw;
- (h) a security deposit in accordance with section 5 of this bylaw;
- (i) a written undertaking in a form acceptable to the Regional District under which each person holding the Special Event, and each registered owner and each occupier of each Special Event Site, agree to indemnify the Regional District, and save and hold the Regional District harmless, from and against any and all suits or claims or other damages of any kind as a result of the Special Event;
- (j) proof of insurance, in a form and with an insurer acceptable to the Regional District, on the following terms:
  - i) in respect of a Class I Special Event, commercial general liability insurance with minimum coverage of \$2,000,000.00 (CAD) per occurrence
  - ii) in respect of a Class II Special Event, commercial general liability insurance with minimum coverage of \$5,000,000.00 (CAD) per occurrence;
  - iii) the policy must include a cross-liability clause;
  - iv) the policy must name the Regional District as an additional named insured; and
  - v) the policy must require 30 days' prior written notice to the Regional District in the event of cancellation or material change in the policy;
- (k) a general description of the Special Event and its intended purpose;
- (l) written approval from each registered owner and each occupier of each Special Event Site authorizing the Special Event to take place on the Special Event Site of which that person is the owner or occupier;
- (m) whether the Special Event will use any sound amplification equipment, and if so, the nature of the proposed amplification;
- (n) any proposed measures to limit disturbances to properties adjacent to the Special Event Site;
- (o) whether a Permit for the Special Event was previously denied, and if so, the reason

for the denial.

## **SECURITY**

- 5
- (1) At the time of application for a Permit, the applicant must provide to the Regional District a refundable security deposit in the form of cash or a standby irrevocable letter of credit in the amount of:
    - (a) \$1,000.00, for a Class I Special Event; and
    - (b) \$20,000.00, for a Class II Special Event.
  - (2) The applicant and any owner or occupier of the Special Event Site shall be responsible, jointly and severally, for all costs incurred by the Regional District because of and as a consequence of the Special Event, including but not limited to, costs relating to damage caused by a participant or spectator at the Special Event; expenses for the cleanup, repair, reconstruction or replacement of any public place or Regional District property; costs associated with providing policing, public works and fire services; and costs, including actual and reasonably incurred legal fees, arising from all suits, claims and damages of all kinds.
  - (3) If because of and as a consequence of the Special Event, the Regional District lawfully incurs financial costs of any kind, the Regional District may draw down on the security posted to the extent of any cost incurred or reasonably expected to be incurred by the Regional District.
  - (4) If the costs incurred by the Regional District as a consequence of the Special Event exceed the amount of the security, the applicant will pay such an excess amount to the Regional District immediately upon receipt of the Regional District's invoice for the same.
  - (5) The Regional District will hold any security deposit for up to 120 days following the conclusion of the Special Event, at which time the Regional District shall return any remaining security to the person who paid the security to the Regional District.

## **OTHER PERMITS AND APPROVALS**

- 6
- (1) The applicant is responsible for ensuring that the Special Event is held in compliance with all other applicable acts, regulations, decisions, orders, bylaws, and legislation of any other person or body having jurisdiction over the lands where the proposed Special Event will be held.
  - (2) Nothing in this bylaw relieves the applicant from any requirement to obtain and comply with any other license, permit or approval, including from the Regional District building department, the BC Safety Authority, the Liquor Control and Licensing Branch of the Provincial government, the BC Agricultural Land Commission, the RCMP, Ministry of Transportation & Infrastructure, the Ministry of Forests, Lands, and Natural Resource Operations, or other bodies.

## **PERMIT FEE**

7 At the time of application, an applicant must pay to the Regional District:

- (a) for Class I Special Events: an application fee of \$200; or
- (b) for Class II Special Events: an application fee of \$500.

#### **COSTS AND EXPENSES**

8 All costs and expenses incurred in meeting the requirements of this bylaw shall be borne by the applicant.

#### **PERMIT APPROVAL AND CONDITIONS**

- 9 (1) Upon being satisfied as to compliance with the provisions of this bylaw and the information submitted with the application for a Permit, the Regional District may issue a Permit for the Special Event as requested, with additional restrictions or conditions, or contingent on receipt of any outstanding documents or approvals required by this bylaw.
- (2) The Regional District may withhold or decline to issue a Permit if, in the reasonable opinion of the Regional District:
- (a) the application is incomplete;
  - (b) the application is not in compliance with all provisions of this or any other bylaw;
  - (c) a temporary use permit or other approval or permit from the Regional District is required and has not been obtained;
  - (d) there are insufficient security or safety services available;
  - (e) the nature of the proposed Special Event creates a risk of injury or death to participants or spectators or a risk to the public which cannot be adequately addressed to the satisfaction of the Regional District; or
  - (f) the quiet, peace, rest, enjoyment, comfort and convenience of neighbouring residents cannot be adequately protected by the applicant's proposed arrangements, nor by any conditions that may be imposed by the Regional District.
- (3) In addition to the requirements set out in this bylaw, the Regional District may impose any other terms or conditions which, in the reasonable opinion of the Regional District, are reasonably necessary to protect the safety and welfare of individuals attending the Special Event or the general public, including requiring that the Special Event have adequate arrangements for:
- (a) fire protection;
  - (b) first aid and emergency medical services;
  - (c) access and egress to and from the event, including for emergency, medical, police and fire vehicles, equipment and personnel;
  - (d) security and crowd control;
  - (e) water supply systems;
  - (f) sanitary facilities;
  - (g) garbage, recycling and organic waste collection;
  - (h) food premises including off site storage of food and food-related equipment;
  - (i) source of heat for cooking facilities;
  - (j) electrical power supply;

- (k) land disturbance, dust and sediment control; and
  - (l) noise control to protect the quiet , peace , rest , enjoyment comfort and convenience of neighbouring residents and the general public.
- (4) A Permit is not transferrable.

#### DELEGATION

- 10 The board delegates the authority to the Regional District Chief Administrative Officer, on behalf of the Regional District, to:
- (a) approve applications for Permits in accordance with this bylaw;
  - (b) impose conditions on Permits in accordance with this bylaw;
  - (c) exempt an applicant from providing some or all of the information and materials required under this bylaw, if the Regional District officers consider it to be in the public interest based on the following criteria, where applicable:
    - (i) number of attendees;
    - (ii) minimal need for traffic control, crowd control, security or parking;
    - (iii) minimal need for emergency services and personnel;
    - (iv) limited anticipated community impacts;
    - (v) proposed dates and times of the Special Event;
    - (vi) proposed access and egress route and use of public space;
  - (d) amend Permits granted pursuant to this bylaw if the amendment is in accordance with this bylaw;
  - (e) refuse to issue Permits pursuant to any of the grounds enumerated in section 9 of this bylaw; and
  - (f) revoke Permits where an applicant has failed or is likely to fail to comply with the Permit, this bylaw, or any other applicable acts, regulations, decisions, orders, bylaws or legislation.

#### INSPECTIONS

- 11 Bylaw enforcement officers, other Regional District staff and members of the RCMP are hereby authorized to enter, at all reasonable times, on any property subject to this bylaw, to ascertain whether this bylaw is being observed.

#### OFFENCE

- 12 Any persons who violate any of the provisions of this bylaw or who suffer or permits any act or thing to be done in contravention of this bylaw, or who refuses, or omits or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by this bylaw, is guilty of an offense and:
- (a) shall be liable on summary conviction to:
    - (i) a fine not exceeding ten thousand dollars (\$10,000.00), imprisonment of not more than six (6) months, or both pursuant to section 4 of the *Offence Act*;
    - (ii) costs of prosecution;

- (iii) any other penalty or remedy imposed or permissible pursuant to an enactment;
- (b) penalties and remedies imposed under subsection i) shall be in addition to and not in substitution for any other penalty or remedy imposed by or permissible under this bylaw or any other enactment; and
- (c) each day that a violation is caused or allowed to continue constitutes a separate offence under this bylaw.

**SEVERABILITY**

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

**CITATION**

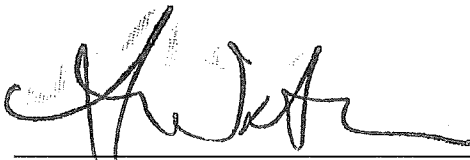
14 This may be cited for all purposes as the "Regional District Special Events Permit Bylaw No. 2596, 2022."

READ A FIRST TIME this 17<sup>th</sup> day of February, 2022.

READ A SECOND TIME this 17<sup>th</sup> day of February, 2022.

READ A THIRD TIME this 17<sup>th</sup> day of February, 2022.

ADOPTED by an affirmative vote of at least 2/3 of the votes cast this 17<sup>th</sup> day of February, 2022.



Aimee Watson, Board Chair



Mike Morrison, Corporate Officer