

DISTRICT OF SQUAMISH**BYLAW No. 2220, 2012****A Bylaw for the Regulation of Traffic within the District of Squamish**

Council of the District of Squamish, in open meeting assembled, enacts as follows:

Citation

1.1 This Bylaw may be cited for all purposes as the *District of Squamish Traffic Bylaw, No. 2220, 2012*.

Interpretation

2.1 In this Bylaw:

“Bylaw enforcement officer” means a person appointed by the District to enforce the bylaws of the District;

“Commercial vehicle” means any of the following:

- (a) any motor vehicle
 - i. bearing a commercial licence plate;
 - ii. having permanently attached to it a truck or delivery body;
- (b) a casket wagon, limousine, hearse, motor bus, tow vehicle, road building machine, taxi, or a tractor;
- (c) any combination of vehicles mentioned in this definition; or
- (d) other vehicles as specified by regulation of the Lieutenant Governor in Council pursuant to the *Commercial Transport Act*.

“Council” means Council for the District.

“Cycle” means a device having any number of wheels that is propelled by human power and on which a person may ride and includes a motor assisted cycle, but does not include a skate board, roller skates or inline roller skates.

“Cycle Lane” means a portion of highway designated for Cycles and identified by a sign or marking.

“District” means the District of Squamish.

“Extraordinary vehicle” means a vehicle or other conveyance, however propelled or drawn, used to carry goods or persons over a highway that, in conjunction with the nature or existing condition of the highway, the General Manager considers is so extraordinary as to

- (a) the quality or quantity of the goods or the number of persons carried,

(b) the mode or time of use of the highway, or
(c) the speed at which the vehicle is driven or operated,
that it is likely to substantially alter or increase the burden imposed on the highway through its proper use by ordinary traffic, and cause damage to the highway or resulting expense to the District beyond what is reasonable and ordinary.

“Fire Chief” and “Fire Department” have the same meanings as in the *District of Squamish Fire Service Bylaw, No. 2040, 2008*.

“Firefighter” means a member of the Fire Department.

“General Manager” means the General Manager of Engineering and Parks for the District, or a person designated to act in the absence of the General Manager.

“Highway” includes a street, road, lane, sidewalk, bridge, viaduct and any other way open to public use, other than a private right of way on private property.

“Intersection” means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of the 2 highways that join one another at or approximately at right angles, or the area within which vehicles travelling on different highways joining at any other angle may come in conflict, but does not include a lane or way less than 5 metres in width separating the rear property lines of parcels of land fronting on highways running more or less parallel to and on each side of the lane or way.

“Owner”, with respect to a vehicle, means the person who holds the legal title to the vehicle, a person who is a conditional purchaser, a lessee or a mortgagor, and is entitled to be and is in possession of the vehicle, or the person in whose name the vehicle is registered.

“Permit”, when the word appears in upper case, means a Permit issued under this Bylaw.

“Person with disability” means a person whose mobility is limited as a result of a permanent or temporary disability that makes it impossible or difficult to walk.

“Police Chief” means the Officer in Charge (OIC) of the Royal Canadian Mounted Police (RCMP) Sea to Sky Regional Police Services Squamish Detachment.

“Roundabout” means a one-way, circular intersection that directs motorists to travel counter-clockwise around a central island.

“Sidewalk” means the area between the curb lines or lateral lines of a roadway and the adjacent property lines improved for the use of pedestrians.

“Sidewalk cafe” means an outdoor patio, sidewalk patio, street patio or deck located on a sidewalk, boulevard, or other portion of a highway or parking stalls, for the purpose of serving food and beverages in an outdoor setting to seated patrons in conjunction with an existing restaurant or cafe directly adjacent to the sidewalk cafe.

“Sidewalk sales area” means an assembly of display racks or tables on a sidewalk, boulevard or other portion of a highway or within parking stalls for the purpose of displaying merchandise for

sale in conjunction with the operation of an existing retail store directly adjacent to the sidewalk sales area.

“Street event” means any parade, festival, demonstration, sports or athletic occasion, performance, film shoot, block party or neighbourhood gathering, or similar other event, whether public or private, that is held or takes place, in whole or in part, on any highway or part of a highway within the District that may interfere with normal traffic flow; but does not include a funeral procession.

“Traffic” includes pedestrians, ridden or herded animals, vehicles, cycles and other conveyances, either singly or together, while using a highway to travel, or while in a public parking lot or space.

“Traffic control device” means a sign, signal, painted line, meter, road surface or other marking, space, cone barricade, barrier or any other device, erected or placed under the authority of the *Motor Vehicle Act*, this Bylaw or another enactment of the District or of its Council, or by an authorized government body, for the purpose of warning, guiding, regulating, directing, stopping or parking traffic.

- 2.2 Except as otherwise defined in this Bylaw, words and phrases in this Bylaw are to be construed in accordance with their meanings under the *Community Charter*, *Local Government Act*, *Motor Vehicle Act* and *Interpretation Act*, as the context and circumstances require. A reference to a statute in this Bylaw refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, code or bylaw refers to that enactment as it may be amended or replaced from time to time. Words in the singular include the plural and gender specific terms include both genders and include corporations. The headings in this Bylaw are for convenience only and must not be construed as defining or in any way limiting the scope or intent of this Bylaw. If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion is severed and the remainder continues to be valid. In the event of inconsistency between this Bylaw and a Provincial enactment, the more restrictive law prevails.

Bylaw Application and Exemptions

- 3.1 Except as otherwise indicated, this Bylaw applies to all traffic and other uses of highways within the District.
- 3.2 This Bylaw does not apply to:
- (a) Provincial arterial highways;
 - (b) drivers of vehicles or persons using other equipment while lawfully engaged in highway or public utility construction, maintenance or repair work on, over, under or adjacent to the surface of a highway;
 - (c) the stopping, standing or parking of vehicles that are:

- (i) owned, leased or used pursuant to an agreement with the District or the government of British Columbia or Canada;
 - (ii) owned or leased by a public utility for the purposes of the public utility;
 - (iii) actively engaged in the business of towing as authorized under a business licence issued by the District; or
- (d) the driver of an emergency vehicle, provided that the emergency vehicle is driven with due regard for safety, having regard to all circumstances of the case, including the following:
- (i) the nature, condition and use of the highway;
 - (ii) the amount of traffic that is on, or might reasonably be expected to be on, the highway;
 - (iii) the nature of the use being made of the emergency vehicle at the time; and
 - (iv) regulations under the *Motor Vehicle Act* that apply to emergency vehicles.

3.3 Sections 4.3, 5.1, 6.1 and 6.4 of this Bylaw do not apply to the District or its officials, employees, servants or agents in carrying out a function or purpose of the District.

General Requirements

- 4.1 Every person must use the highways in accordance with this Bylaw, and without limiting the duty to comply with other provisions of this Bylaw, the *Motor Vehicle Act*, and other applicable enactments, every person must:
- (a) use highways with due care and attention and reasonable consideration for other persons;
 - (b) obey the instructions of a traffic control device placed by or on behalf of the District or another local, provincial or federal government, unless otherwise directed by a police officer or firefighter;
 - (c) comply with the directions given by a police officer or firefighter acting in the course of their duty; and
 - (d) comply with the terms, conditions, restrictions and requirements of any Permit or order issued under this Bylaw.

General Restrictions

4.2 A person must not:

- (a) while on a highway, interfere or fail to comply with the directions of a police officer, bylaw enforcement officer or firefighter acting in the course of their duties;
- (b) remove or discard a notice placed on or affixed to a vehicle by a police officer or bylaw enforcement officer in the course of enforcing this Bylaw, unless the person is the owner or operator of that vehicle;
- (c) drive or operate a vehicle, cycle or other conveyance on a highway at a rate of speed in excess of 20 kilometres per hour on a lane that is narrower than 8 metres in width;
- (d) drive a slow-moving vehicle in the left lane or passing lane of a laned roadway, except to turn left;
- (e) ride a cycle on the sidewalk or on any pedestrian path in a park, except as permitted under this Bylaw or as directed by a police officer, firefighter or a traffic control device;
- (f) where cycle lanes on or adjacent to a highway are designated on Schedule B, or indicated by surface markings or other traffic control devices, ride on another part of that highway except when turning, crossing or otherwise as necessary;
- (g) camp, or otherwise erect a tent or similar shelter, on any highway;
- (h) park or stop a vehicle or trailer on any highway or part of a highway, District right of way or parking lot, park or other public space between the hours of 10:00 p.m. and 6:00 a.m. for the purpose of sleeping in the vehicle or trailer, or sleep in a vehicle or trailer so parked or stopped during those times, except where a sign or other traffic control device indicates that a place may be used for that purpose;
- (i) abandon a vehicle on a highway except by direction of a police officer or as required by law, unless abandoning the vehicle is strictly necessary and in any case, the owner or operator must inform the RCMP or the General Manager of the vehicle's location as soon as possible, and arrange to have the vehicle removed to a suitable location. All expenses, costs and charges of removal and storage shall be the responsibility of the owner of the vehicle; or
- (j) drive a vehicle between vehicles comprising a funeral procession identified by a pennant or other insignia, or a procession authorized under this Bylaw, while the procession is in motion, except at intersections controlled by a police officer or traffic control device or as directed by a police officer.

Heavy Commercial Vehicles

4.3 Except on a Commercial Transportation Route shown on Schedule "A", a person must not:

- (a) drive, or cause to be driven, a commercial vehicle weighing more than 15,000 kilograms on any highway within the District, except as necessary to deliver goods to properties that are otherwise not accessible, and using the most direct route from a permitted highway to and from the point of delivery; and
- (b) when operating a vehicle equipped with engine brakes, use the engine brakes unless an emergency exists or it is otherwise necessary for safety in the circumstances.

Sidewalk and Path Restrictions

4.4 A person must not ride a cycle, skate board, roller skates, in-line skates, or other similar means of conveyance on a sidewalk except:

- (a) as directed by a police officer or firefighter;
- (b) as permitted by a traffic control device;
- (c) if the sidewalk is not in a commercial area.

4.5 Every person who rides a cycle, skate board, roller skates, in-line skates, or other similar means of conveyance on a sidewalk, trail, walkway or other pedestrian path must, at all times:

- (a) not travel at a speed that is excessive in the circumstances;
- (b) yield the right of way to pedestrians, stopping or dismounting as necessary;
- (c) ride with due care and consideration for other persons; and
- (d) take reasonable care to avoid collisions.

Motor Vehicle Idling

4.6 A person must not cause, permit, or allow a motor vehicle to idle for more than 2 consecutive minutes, whether or not the vehicle is being driven or is unattended, and whether or not locked or unlocked, except:

- (a) to allow passengers to embark or disembark;
- (b) to accommodate slow moving pedestrians or other traffic, or police, fire or ambulance response;
- (c) in obedience to the direction of a police officer or firefighter;
- (d) in circumstances of emergency;

- (e) while participating in a permitted street event;
- (f) where mechanical difficulties require that the motor vehicle be kept running;
- (g) to accommodate testing or maintenance of the vehicle, as necessary or required;
- (h) to allow the powering of tools or equipment necessary or incidental to providing a municipal or public utility service;
- (i) to secure delivery and pick up of goods in an armoured vehicle as lawfully permitted or required; or
- (j) to power a heating or refrigeration system in order to preserve perishable cargo.

Nuisance and Obstruction

- 4.7 A person must not cause a nuisance on, foul or damage any highway, and without limiting the generality of that, must not:
- (a) cause, permit or allow an unauthorized obstruction on a highway or any part of a highway or throw, or cause or allow to fall, place or deposit on a sidewalk, boulevard, lane or other part of a highway :
 - i. garbage, rubbish, food peelings, gum, animal droppings or carcasses, or other discarded or waste materials;
 - ii. earth, rocks, gravel, cement, clay, dust or similar matter;
 - iii. trees, branches, stumps, logs, leaves, lawn or garden clippings, agricultural waste or other discarded vegetable matter;
 - iv. discarded or abandoned paper, plastic, glass, electronics, appliances or furniture, except as authorized in writing by the General Manager;
 - (b) permit, suffer or allow litter, food, garbage, rubbish, or other waste or discarded materials or objects to remain or accumulate on a sidewalk or gutter adjacent to, or that could be affected by, a parcel or premises of which the person is an owner or occupant;
 - (c) cause, permit, suffer or allow substances such as fuels, oils, gas, or noxious liquids, solids or effluvia to escape onto a highway or into a gutter, ditch, or storm drain system within, affixed or adjacent to or near any part of a highway; or
 - (d) place, or cause to be placed, any garbage or recycling container so as to interfere with the ordinary passage of vehicles, pedestrians, and cyclists riding within marked cycle lanes.

Driveways

- 4.8 Every owner of property that includes a driveway, any part of which is located on or adjacent to any part of a sidewalk, boulevard or roadway, must ensure that part of the driveway is maintained so that the ground is sufficiently clear of obstruction or debris, and level and firm enough that pedestrians using the sidewalk or boulevard may pass safely and conveniently.
- 4.9 If the General Manager considers that a property is not in compliance with section 4.8, he or she may notify the owner in writing, identifying the problem; may direct that certain action or steps be taken to bring the property into compliance; and may state a time period for completing the steps to compliance.
- 4.10 Every person who receives a notice under section 4.9 must bring the property into compliance within the time period set out in the notice, except that if the person wishes to address the matter before Council, in person or in writing, the person must notify the District's corporate officer and arrange for an opportunity to be heard at the next available Council meeting. At that time, Council may consider the matter and confirm, vary, or cancel the direction set out in the notice. The owner must comply with any direction by Council as to measures to be taken, and within the time period stated in its resolution, if any.
- 4.11 If an owner who receives a notice under section 4.9, or a direction from Council under section 4.10, fails to comply with the notice or resolution, as applicable, under the direction of the General Manager the District's employees or contractors may enter on the property, carry out the work, and bring the property into compliance to the satisfaction of the General Manager, and the owner shall be responsible for any costs and expenses incurred by the District in so doing. Such costs and expenses become a debt owing to the District and if not paid in full by December 31st of the year in which the debt is incurred, may be collected by the District as if for taxes in arrear.

Duty to Clear Ice and Snow

- 4.12 Where ice or snow has accumulated on a sidewalk or foot path on or adjacent to real property used for residential or business purposes, the owner, occupier, strata-corporation or other person responsible for that real property must ensure that.
- (a) any ice on the sidewalk or footpath is promptly removed or treated with sand, rock salt or other material designed to reduce the risk of injury caused by slipping or falling;
 - (b) an accumulation of snow is promptly cleared so as to allow the safe and convenient use of the sidewalk or footpath by pedestrians; and
 - (c) any snow ploughed, shovelled or cleared on or from real property must not be deposited on any highway.

Collision Debris

- 4.13 A person removing from a highway a vehicle that has been involved in a collision must also remove, or cause to be removed, within a reasonable time and taking reasonable precautions

for safety, any glass, metal or other potentially harmful or injurious debris related to the collision.

Uses Restricted to Permit

5.1 Except as specifically authorized by Permit, or under this Bylaw or other enactment, as applicable, a person must not:

- (a) excavate, alter, obstruct, build on or otherwise modify any highway;
- (b) deface, paint, mark or damage a highway or any part of a highway,
- (c) obstruct, cover, alter, deface, damage, interfere with or remove a traffic control device or any part of it;
- (d) establish, place, maintain or display a sign, signal, marker, or other device that purports to be, resembles or interferes with the effectiveness of a traffic control device;
- (e) post any signs, bills, advertisements or placards upon any part of a traffic control device, light fixture, utility pole, or on a tree located on District property;
- (f) place a commercial sign, sandwich board, advertising or lighting device, furniture, structure or other object on a sidewalk, boulevard, lane or other part of a highway;
- (g) occupy a sidewalk, boulevard or other portion of a highway for sidewalk sales or a sidewalk cafe;
- (h) develop, alter, excavate, plant trees, or build on real property or premises adjacent to a sidewalk or other part of a highway so as to encroach on the sidewalk or highway or obstruct traffic or sight lines;
- (i) hold or participate in a Street Event, sport, performance, amusement, film production or activity that is likely to or does delay or obstruct the ordinary passage of vehicles and pedestrians on or along a highway;
- (j) stop, stand or park a vehicle on any highway for a continuous period exceeding seventy-two (72) hours;
- (k) operate a motor vehicle within any park, or on any sidewalk, dyke or trail owned or controlled by the District;
- (l) from a vehicle, operate any calliope, loudspeaker or other device to amplify sound on a highway or other public space;
- (m) cause or allow a sound from a radio, cassette or CD player, television or other sound playback device to emanate from a motor vehicle such that it can easily be heard from an adjacent roadside, boulevard or sidewalk, or from within any enclosed vehicle, building or structure at least 10 metres away from the location of that vehicle;

- (n) haul or drag timber or other objects or materials, on a highway so as to allow the timber, objects or other materials to contact the highway surface, or use a tractor, drag or stone boat on a highway;
- (o) operate on a highway any vehicle:
 - i. equipped with cleats or grousers;
 - ii. having ribs, clamps, flanges, lugs, projecting spikes, or other attachments or projections extending beyond the tread or traction surface of the wheel, tire or track;
 - iii. having a gross weight, axle load or tire load, or greater dimensions or number of vehicles coupled together, that is in excess of maximum weights or loads prescribed by Provincial regulation; or
 - iv. that is, in the opinion of the General Manager, an extraordinary vehicle; or
- (p) fail to comply with the terms, conditions, restrictions or requirements of a Permit.

5.2 A person may apply in writing for a Permit to the General Manager on a form established in a Schedule to this Bylaw, or if there is no form thereby established, then on a form approved by the General Manager, to carry out or engage in any activity listed in subsection 5.1.

Stopping, Standing and Parking Restrictions

- 6.1 Except when necessary to avoid conflict with traffic; to comply with the directions of a police officer, firefighter, or traffic control device; or as permitted under this or another bylaw of the District; a person must not stop, stand or park a vehicle:
- (a) within 6 meters of any *traffic control signal* located at an intersection of any *highway*;
 - (b) within any crosswalk, highway intersection or roundabout;
 - (c) within 5 metres of any fire hydrant;
 - (d) in front of or within 1.5 metres of any lane or private driveway;
 - (e) alongside a portion of a curb that is painted yellow;
 - (f) so as to obstruct or prevent access to or from a driveway, lane, or right of way or other access to an adjoining parcel of land;
 - (g) in a position or manner that obstructs or interferes with the normal flow of traffic;
 - (h) alongside or opposite any street excavation or obstruction when standing or parking obstructs traffic;
 - (i) on a sidewalk, boulevard, or trail ;

- (j) within 6 meters of a pedestrian crosswalk;
- (k) on the roadway side of any vehicle stopped or parked at the edge or curb of a highway;
- (l) on the paved portion of any roadway without curbs, when the paved portion is 6.1 metres or less in width;
- (m) on any driveway, lane or other entrance or access to real property or premises for longer than is necessary for the expeditious loading or unloading of passengers, property or materials;
- (n) on either side of the highway in front of the driveway entrance to any fire hall for a distance of 15 metres on both sides from the centre of that driveway;
- (o) on any school day, between 8:00 a.m. and 5:00 p.m., on the side and portion of any highway upon which any school or school property abuts;
- (p) on any bridge;
- (q) on any portion of highway that is indicated by traffic sign as being a bus stop, taxi stand, or loading zone, or otherwise reserved for buses, taxis, commercial vehicles, or for any other type or class of vehicle, other than for stopping, standing or parking a vehicle that is clearly within that class;
- (r) on any portion of a highway that is marked or indicated by surface markings or other traffic control device as a cycle lane;
- (s) on any portion of a highway where any traffic sign or other traffic control device indicates that stopping, standing or parking the vehicle is prohibited or restricted;
- (t) on any portion of a highway for a longer period of time than that indicated on any traffic sign or other traffic control device applicable to that portion of the highway;
- (u) in an area designated for persons with disabilities (handicapped parking) as indicated by a traffic control device, except where a current handicapped parking decal, issued by the Social Planning and Research Council of B.C. (SPARC B.C.) or other certification body recognized by British Columbia, another province or an American state is displayed clearly from the vehicle;
- (v) on any highway if:
 - i. the vehicle is not displaying a valid licence plate; or
 - ii. the vehicle is not insured, as evidenced by the display of a valid insurance decal;
- (w) within any residential zone of the District, between the hours of 8:00 p.m. and 8:00 a.m. if the vehicle is a commercial vehicle having a gross vehicle weight exceeding 3,000 kilograms, unless the vehicle is temporarily parked and persons are engaged in the moving, loading, or unloading of furniture or other personal property of a resident within that zoning district;

- (x) within 15 metres of the nearest rail of a railroad crossing;
 - (y) on any street for the purpose of advertising, washing, greasing, repairing, wrecking or storing a vehicle, except where necessitated by an emergency, or for displaying a vehicle for sale; or
 - (z) that is a trailer, camper, boat or other vehicle that is drawn on a highway by a motor vehicle unless it is affixed to the motor vehicle.
- 6.2 Except where a traffic control device provides for angle parking, or as authorized under a Permit or by the Province, a person must not stop, stand or park a vehicle on a roadway other than on the right side of the roadway and with the right hand wheels parallel to that side, and where there is a curb, within 30 cm (one foot) of the curb.
- 6.3 Where angle parking is provided or allowed, the driver of a vehicle must park in accordance with the traffic control device, Permit or other authority, and as close to the curb as practicable.
- 6.4 Where a sign indicates that a parking lot belongs to the District, a person must not park a vehicle in that lot contrary to any posted restriction or prohibition.

Removal and Cost Recovery

- 7.1 The Police Chief, Fire Chief, General Manager or a bylaw enforcement officer acting under the direction of the General Manager may cause a vehicle, cycle, trailer, container, or other chattel, fixture or thing on a highway, District right of way or parking lot, or on other property owned or controlled by the District, to be removed and taken to a suitable place and detained or stored where the vehicle or other thing is unattended by its owner or operator and:
- (a) is standing or parked in contravention of a traffic control signal, Permit, order of the Police Chief, Fire Chief, General Manager or any provision under this Bylaw;
 - (b) is standing or parked in a position that causes it to interfere with or impede the use of a cycle lane by cyclists, a sidewalk by pedestrians, a trail, or another part of the highway by vehicles;
 - (c) is interfering with police, firefighting or other emergency response;
 - (d) is interfering with snow removal or street sweeping operations carried out by or on behalf of the District;
 - (e) is presenting a hazard to public safety or preventing the normal flow of traffic;
 - (f) appears to be abandoned; or
 - (g) is without proper or valid number plates or current insurance decal.

- 7.2 If a vehicle or other thing described in subsection 7.1 is attended by its owner or operator, or another person who appears to be responsible for it, a police officer, a firefighter responding to an incident, a bylaw enforcement officer or the General Manager may order the owner or operator to remove the vehicle or other thing to a suitable location, and every person so ordered must immediately comply.
- 7.3 If a person fails to comply immediately with an order delivered under this section, the police officer, firefighter, bylaw enforcement officer or General Manager may cause the vehicle or other thing to be removed and stored in a suitable place.
- 7.4 All expenses, costs and charges for the removal, care or storage of a vehicle or other thing removed and stored under this section must be paid by the owner of the vehicle or thing, unless the vehicle removed was unattended, was otherwise lawfully standing or parked, and was interfering only with police, firefighting or other emergency response.

General Manager

- 8.1 The General Manager is authorized to do any of the following:
- (a) make orders in respect of the matters comprised in this Bylaw, and to alter, amend, vary, suspend, revoke or cancel any such order as the General Manager deems necessary or reasonable to ensure compliance with this Bylaw and for the safety, protection and convenience of the public in relation to traffic and use of the highways;
 - (b) as the General Manager deems necessary or reasonable in the circumstances to promote compliance with this Bylaw and otherwise for safe and efficient flow of traffic and use of the highways and public spaces, and taking into account normal use by pedestrians, particular vehicles, real property circumstances, and road conditions:
 - i. to locate, install and maintain traffic control devices upon any highway or part of a highway, or on land owned or held by the District;
 - ii. to designate parking spaces reserved for use by persons with disabilities or emergency vehicles on any highways or within areas owned or held by the District;
 - iii. to establish locations for loading areas adjacent to an entrance of any multi-unit residential institutional or business premises, as may be warranted;
 - (c) to grant Permits under this Bylaw for any of the following purposes:
 - i. construction, maintenance, repair, widening or upgrading of any highway, adjacent right of way or ancillary thing;
 - ii. installation, maintenance, repair, upgrading, removal or relocation of utilities on, under or adjacent to any highway;

- iii. to facilitate construction of buildings or other structures, or their demolition, on adjacent or nearby properties;
 - iv. to allow for temporary parking of vehicles, unattached trailers, containers, equipment or other items;
 - v. for the parking of vehicles within zones or spaces designated for persons with disabilities;
 - vi. to allow or facilitate a Street Event or similar activity on a sidewalk, boulevard, lane or other portion of a highway in accordance with Schedule D;
 - vii. to accommodate the production of a film where the production would involve use of any highway or part of a highway or interference with ordinary traffic; and
 - viii. to allow the operation of a sidewalk café or sidewalk sales area, in accordance with terms and specifications set out in Schedule E;
- (d) to establish and approve forms for permit applications and permits issued under this Bylaw, unless a form has been established in a Schedule to this Bylaw;
- (e) to establish terms, conditions, restrictions and requirements for the granting of a Permit, and to refuse, suspend, amend, vary, revoke or cancel any Permit if the General Manager considers that the activities proposed or contemplated under the Permit cannot be or are not being carried out safely and with a minimum risk of injury to persons, damage or loss to property, inconvenience to others using the Highway, residents or businesses in the vicinity, or to the public generally;
- (f) to enter into and execute agreements on behalf of the District in relation to extraordinary vehicle operation within the District, other than on arterial highways, to arrange for the operator or owner of an extraordinary vehicle, or other vehicle described in section 5.1 (o) of this Bylaw, to reasonably compensate the District for any damage to the highway or resulting expense to the District that may be caused by the extraordinary traffic.
- (g) to enter into a licence agreement, up to a maximum of three (3) years, substantially in the form set out in Schedule F, modifying or expanding as the General Manager deems necessary or advisable in the circumstances of issuing a permit for a street event, sidewalk cafe, sidewalk sale or temporary use of a sidewalk or other portion of highway within the jurisdiction of the District;
- (h) to temporarily restrict, prohibit, divert or redirect traffic on a highway for any of the following purposes:
- i. to accommodate activity authorized under a Permit;
 - ii. to facilitate work being carried out on, under, over or near a highway by or on behalf of the District or another local, provincial or federal government or an agency, or a provider of electrical, telecommunications or other utility;

- iii. to facilitate the work of police, ambulance or fire and rescue services;
 - iv. where hazardous or impassable conditions exist on or near a highway; or
 - v. otherwise for the safety and protection of the public, as the General Manager deems necessary or reasonable in relation to traffic and other activity on or use of a highway; and
- (i) for the purpose of a temporary restriction or prohibition of traffic or other use of a highway or portion of highway under this Bylaw, to direct or cause to be placed and maintained any signs, markings, barriers, cones, or other device to indicate such restrictions or prohibitions.

Police Officer

- 9.1 A police officer or firefighter acting in the course of their duties, or in exigent circumstances, a bylaw enforcement officer, may direct traffic on any highway or adjacent land at or near the scene of a collision or other accident, while attending at a fire or other hazardous or emergency incident, to direct, restrict, divert and temporarily prohibit traffic on any highway.

Review by Council

- 10.1 An Applicant who has been refused a Permit for a sidewalk cafe, sidewalk sales area, or street event, or a Permit holder whose Permit for those uses has been suspended, revoked or cancelled by the General Manager, may request that Council review the decision by delivering a written request, along with related information and supporting reasons, to the corporate officer of the District, with a copy to the General Manager, within five (5) business days of receiving a notice of the General Manager's decision.
- 10.2 At a date and time to be arranged by the corporate officer, the Applicant may appear before Council and be heard regarding the decision to suspend, revoke or cancel a Permit mentioned in subsection 10.1.
- 10.3 In addition to information and submissions by the Applicant and a report from the General Manager as to the General Manager's decision, Council may consider any other information it considers relevant, and after reviewing the matter, may confirm, vary or cancel the decision of the General Manager.

Enforcement

- 11.1 This Bylaw may be enforced by the General Manager, a police officer or a bylaw enforcement officer.
- 11.2 A police officer, bylaw enforcement officer, the General Manager or a person acting in the place of the General Manager, may enter on or into property for the purpose of inspecting to determine whether the regulations, restrictions and requirements of this Bylaw are being met;

11.3 This bylaw may be enforced:

- (a) by means of a ticket issued under the District's *Municipal Ticket Information System Bylaw No 1832, 2004*;
- (b) by prosecution under the *Offence Act*;
- (c) by way of a bylaw notice under the *Bylaw Notice Enforcement Act* and bylaw of the District made under that Act; or
- (d) by way of civil action as authorized by statute.

Contravention and Penalties

12.1 A person who:

- (a) contravenes, violates or fails to comply with any provision of this Bylaw;
- (b) suffers or allows any act or thing to be done in contravention of this Bylaw; or
- (c) fails or neglects to do anything required to be done under this Bylaw,

or of any permit or order issued under this Bylaw, commits an offence and upon conviction, shall be liable to paying a fine of up to Ten Thousand Dollars (\$10,000) and to pay any further amounts that may be ordered under the *Offence Act*, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.

Schedules

13.1 Schedules A, B, C, D, E and F are attached to and form part of this Bylaw.

Repeal

14.1 The following District of Squamish bylaws are repealed on the date this Bylaw is adopted:

- (a) District of Squamish Traffic Regulation By-law No. 779, 1981, and any and all amendments made thereto; and
- (b) *District of Squamish Sidewalk Café Encroachment Bylaw No. 1469, 1997*, and any and all amendments made thereto;

Schedule A

Commercial Transportation Routes

Schedule B

Cycling Lanes and Paved Trails

Schedule C

Permits

General Rules

1. A Permit may be issued in the form prescribed in this Schedule, or if no form is established for the proposed use, in a form approved by the General Manager.
2. A Permit may be issued subject to payment of any applicable fees set out in the District's *Fees and Charges Bylaw, No. 2012, 2007*, and in accordance with other applicable requirements and conditions contained in this Bylaw and this Schedule.
3. Once issued, a Permit must at all times be available at the site or in the vehicle or other thing that is the subject of the Permit.
4. A person responsible for an activity for which a Permit is required must immediately produce the Permit at the request of a police officer, bylaw enforcement officer, or the General Manager.
5. The effective period of a Permit shall be as stipulated in this Bylaw or on the Permit itself, subject to any variation or amendment authorized in writing by the District or to a suspension, revocation or cancellation of the Permit.

Availability of Permit

6. Once issued, a Permit must at all times be available at the site or in the vehicle for which the Permit was issued and a person responsible for the activity under the Permit must immediately produce the Permit at the request of the General Manager, a Police Officer or a Bylaw Enforcement Officer.

Permit Fees and Securities

7. Every applicant for a Permit must pay to the District the fee applicable to the proposed activity as established in the District's *Fees and Charges Bylaw, No. 2012, 2007*.

In the case of work or an activity affecting the paved portion of a Highway, the General Manager may require an applicant to provide the District with a deposit as a condition of issuing a Permit, to pay for any loss of pavement integrity, pro-rated by the age of the pavement, resulting from the work carried out under the Permit.

8. The General Manager may require additional security to ensure compliance with this Bylaw and the performance of any term or condition imposed under a Permit, in an amount that is, in the opinion of the General Manager, sufficient to pay the cost of either or both of the following:

- (a) repairing any damage to the Highway, structure, or other public or private property, that could result from the activity for which the Permit was issued and, where applicable, maintenance for up to one year following completion of any such repair; and
 - (b) on default of the Permit holder, fulfilling the obligations imposed by the Permit within the time specified by the Permit.
9. A person who is required to provide a deposit as a condition of the issuance of a Permit may, at that person's option, provide the Permit deposit by:
- (a) a cash deposit,
 - (b) an irrevocable letter of credit, or
 - (c) another form of security satisfactory to the General Manager.
10. If a Permit holder fails to promptly repair any damage, compensate for any injury or loss resulting from work, activity or other thing that is subject to the Permit, or fails to fulfill the obligations of the Permit within the specified time, the District may draw upon the deposit or security provided by the Permit holder and may take steps to remedy the damage, compensate for loss or injury, or fulfill the obligations of the Permit holder. If there are not sufficient funds on deposit or available through the security provided, to cover the costs, the District may recover any shortfall from the Permit holder.
11. Every Applicant for a Permit must:
- (a) place a deposit with the District in the amount estimated by the General Manager under Section 8 of this Schedule:
 - i.) to pay the cost of repairing any potential damage to the Highway, or any installations therein or thereon, by reason of the things to be done pursuant to the Permit; or
 - ii.) to ensure that any obligations imposed by the Permit are fulfilled and completed within the time specified in such Permit; and
 - (b) provide the General Manager with complete, accurate and current plans and specifications of any work to be undertaken on, over or under a Highway.
12. Where any completed work on, over or under a Highway is to be taken over by the District, the Permit holder shall maintain such work for a period of one year from the date of completion of the work, as certified by the General Manager. The Permit holder must place an additional deposit in the amount estimated by the General Manager to cover the maintenance period.
13. Where any alterations or adjustments to completed works on, over or under a Highway are required due to reconstruction of a Highway during the one year maintenance period, the Permit holder shall pay the cost of such alterations and adjustments.

14. The General Manager may consider applications for the temporary use of a sidewalk, boulevard, parking stall or street and may issue a Permit for that use, on receiving a completed application in a form approved by the General Manager, provided that:
 - (a) the General Manager is satisfied that the proposed use is not likely to:
 - i. obstruct normal traffic in the area;
 - ii. interfere with other uses in the vicinity;
 - iii. result in unsightliness;
 - iv. create a substantial safety hazard or distraction to drivers;
 - v. result in injury to persons or loss of or damage to property; or
 - vi. cause substantial inconvenience for adjacent residents or business;
 - (b) any structures used are of appropriate size and proportion for the proposed location and are safe and capable of being readily removed.
15. An applicant for a Permit may be required, by the General Manager, to indemnify, protect and save harmless the District from and against all damages, claims and demands of every kind arising out of the work or other activities or things for which a Permit has been issued.
16. An applicant for a Permit may be required, by the General Manager, to obtain and maintain insurance against liability throughout the term of the Permit, and for any applicable maintenance period, to cover at least the minimum amount per occurrence. The insurance policy must name the District as an additional insured, include a cross-liability clause and provide that the policy shall not be cancelled or materially altered unless and until the District has received thirty (30) days' notice in writing.
17. Upon final completion of work carried out under a Permit or the end of a maintenance period, as applicable, any amount that is not used or required by the District to remedy a default of the Permit holder or any loss, injury or damage otherwise resulting from the work or from non-compliance with the Permit or this Bylaw will be refunded to the Permit holder.
18. Work carried out under a Permit must conform in every respect to plans and specifications approved by the General Manager.
19. Every Permit holder must ensure compliance with this Bylaw and other applicable enactments, and that all terms and conditions of a Permit are met.

Schedule D

STREET EVENT PERMITS

1. Upon receiving a completed application for a Street event, in a form approved by the General Manager, together with any applicable fees and required information and securities, the General Manager may issue a Street Event Permit, provided the General Manager is satisfied that
 - a) the proposed activity is organized and managed by competent and responsible persons;
 - b) notice has been provided in writing to any residents, businesses, schools or institutional operators who may be affected by the proposed activity, and reasonable accommodation is made for those persons as necessary or advisable;
 - c) the proposed activity:
 - i. is covered by appropriate security, insurance and indemnification for the District;
 - ii. takes place in an appropriate location and time period;
 - iii. will have appropriate health, sanitation and clean-up measures in place;
 - iv. will not interfere or obstruct access by emergency vehicles;
 - v. will accommodate public transit access and schedules;
 - vi. will not interfere with other uses in the vicinity;
 - vii. will not result in unacceptable risk of any of the following:
 - A. excessive or prolonged noise or other source of nuisance;
 - B. preventing access of residents or business operators to their properties;
 - C. unsightliness; damage to the natural environment;
 - D. a public safety hazard or injury to persons; or
 - E. loss of or damage to real or personal property; and
 - d) any structures and equipment used in relation to the proposed activity are of appropriate size and proportion for the proposed location, and are safe and capable of being readily removed.
2. For the purposes set out in section 1 of this Schedule, and to encourage compliance with this Bylaw and any Permit issued for a street event, the General Manager, on behalf of the District, may enter into an agreement substantially in the form of Schedule "F" of this Bylaw (*Licence*), which may be modified or expanded as the General Manager deems appropriate in the circumstances.

Schedule E

Sidewalk Permits

PART 1. GENERAL

1. Upon receiving from an applicant for a Sidewalk café or Sidewalk sale, a completed application in a form approved by the General Manager, together with the fee established in the District's *Fees and Charges Bylaw, No. 2012, 2007*, and on being satisfied that the applicant can and will comply with the specifications and guidelines contained in this Schedule and any further requirements to be established by agreement, the General Manager may, on behalf of the District, enter and execute a Licence Agreement, up to a maximum term of three (3) years, substantially in the form of Schedule "F". Once executed by both or all parties, the Licence Agreement constitutes a "Sidewalk Permit".
2. A person who has been issued a Sidewalk Permit must ensure that this Bylaw, and all of the restrictions, requirements, terms and conditions of the Sidewalk Permit are met.

PART 2. SIDEWALK CAFE

Specifications

3. The following specifications apply to all sidewalk cafes as conditions and requirements of a Sidewalk Permit:
 - (a) A sidewalk cafe must be an extension of, and appurtenant to, a restaurant or cafe directly adjacent to the proposed sidewalk area ("Licence Area").
 - (b) The outside boundary of a sidewalk cafe must not be located within 6 metres (20 feet) of any street corner.
 - (c) A sidewalk cafe must not extend beyond the width of the frontage of an adjacent premises or lot without specific written permission from the General Manager and complying with any conditions the General Manager considers to be reasonable and necessary in the circumstances.
 - (d) The proposed area for a sidewalk café shall not leave less than 1.5 meters (5 feet) of clear, unobstructed sidewalk for pedestrian use ("Licence Area").
 - (e) All amenities must be contained within the Licence Area.
 - (f) A removable fence may be required for a Licence Area.

- (g) All sidewalk cafés must be wheelchair accessible unless it is shown to the satisfaction of the General Manager to be impractical.
- (h) Sidewalk cafes shall be flush and level with the sidewalk unless it can be shown to be impractical in which case steps or a ramp may be permitted.
- (i) In the case where a sidewalk café is accessed from inside a building, the floor of the sidewalk cafe must be flush and level with the floor of the building.
- (j) Where a sidewalk café is situated on a sloped grade, the point of entry must be flush and level with the sidewalk unless it is shown to be impractical in which case steps or a ramp may be permitted.
- (k) Abrupt changes in the elevation of the seating area must not exceed 13 mm.
- (l) Design and construction of the sidewalk café seating area must take into account the crossfall from the sidewalk and street and must accommodate the free flow of water along the gutter/curb line.
- (m) Seating area surfaces must allow for the free flow of water through the surface or shall be sloped to drain to a suitable location.
- (n) Seating area surfaces must be non-slip and maintenance free. The use of carpet is prohibited.
- (o) All sidewalk cafes require guardrails to separate the patrons from vehicle traffic and the remainder of the sidewalk. Construction of the guardrails shall conform to the current edition of the *B.C. Building Code* and shall include reflective tape or a similar product approved by the General Manager at the four corners of the Licence Area.
- (p) The applicant must obtain and provide evidence to the District of receipt of all necessary permits and approvals from the District, Ministry of Health, Liquor Control and Licensing Branch and other relevant or applicable licensing or regulatory agencies.

Guidelines

- 4. The following Guidelines, as determined by the General Manager, may be established as conditions of a Sidewalk Cafe Permit:
 - (a) The design, materials and colours of all sidewalk cafés and accessories must compliment the architectural style and colours of the façade containing the appurtenant business premises.
 - (b) Amenities within the Licence Area must be of good quality materials and must retain their visual appeal through regular maintenance or replacement.

- (c) Preferred materials for sidewalk cafés are those that have durability and will retain a high visual quality from year to year. Structural materials must be repaired or replaced at the direction of the General Manager.

PART 3: SIDEWALK SALES

- 5. The following specifications apply to all sidewalk sales areas as conditions and requirements of a Sidewalk Sales Permit:
 - a. The use of a sidewalk for the purpose of a sidewalk sales area shall be limited to the placement of display apparatus upon which products are displayed or alternatively products may be placed directly upon the sidewalk surface or a combination thereof.
 - b. The proposed area for a sidewalk sales area shall be limited to that side of the sidewalk that is closest to the appurtenant business premises and shall not occupy more than 1.8 meters (6 feet) of sidewalk width or leave less than 1.5 meters (5 feet) of clear, unobstructed sidewalk for pedestrian use ("Licence Area").
 - c. Products being displayed in a Licence Area must be of an arrangement such that they do not pose a hazard to pedestrians.
 - d. A sidewalk sales area shall not block or restrict any normal access to the doorway(s) of the business or accesses to neighbouring properties.
 - e. A sidewalk sales area shall not extend onto the sidewalk in front of an adjacent premises or lot without specific written permission from the General Manager and complying with any conditions the General Manager considers to be reasonable and necessary in the circumstances.
 - f. Any chairs used by vending staff must be kept within the Licence Area.
 - g. Any umbrellas used in conjunction with a sidewalk sales area must be located within the Licence Area; must be securely affixed; and must allow for a clear height under the umbrella(s) of at least 2.1 meters (7-feet).
 - h. A sidewalk sales area may operate on any and all days within the term of the Licence Agreement, except on days or times where a District sanctioned event or other District Permit restricts the use of the public sidewalk and or roadway directly adjacent to the Licence Area. Such District sanctioned events may include, but are not limited to parades, festivals, sporting or cultural events, memorial services, road closures or maintenance or repairs works.

- i. All products, display apparatus, chairs and umbrellas must be removed from the Licence Area during times when the business holding the Licence is not open to the public.
- j. The Licensee shall be responsible for ensuring that the sidewalk adjacent to the Licence Area is kept in a clean, well maintained state.
- k. The maximum height of a display apparatus and products within the Licence Area must not be greater than 1.8 meters (6 feet), measured from the surface of the sidewalk.
- l. Any display apparatus within the Licence Area must be in good repair and free from any defects that may be hazardous to pedestrians. Any display apparatus must be self-supporting, sturdy and securely anchored. Displays that lean on the exterior façade of a building are not permitted.

Guidelines

- 6. The following Guidelines, as determined by the General Manager, may be established as conditions of a Sidewalk Sales Permit:
 - (a) The design, materials and colours of all display apparatus must compliment the architectural style and colours of the façade containing the appurtenant business premises.
 - (b) Display apparatus must be constructed of good quality materials such as wood, metal, fabrics and resins and must retain their visual appeal through regular maintenance or replacement.

Schedule F

LICENCE AGREEMENT

THIS AGREEMENT DATED the ____ day of _____ 20__ is

BETWEEN:

THE DISTRICT OF SQUAMISH, a municipality under the *Community Charter* of British Columbia and having its offices located at # 37955 Second Avenue, Squamish, British Columbia, V8B 0A3

(the “**District**”)

AND:

(the “**Applicant**”)

WHEREAS:

- A. The Applicant has requested permission from the District to encroach upon, occupy and use a portion of a highway in the District for the purpose of < > *[INSERT PURPOSE FOR ENCROACHMENT]*;
- B. The District has agreed to grant the Applicant’s request on the terms and conditions of this Agreement and subject to compliance with the District’s bylaws.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms, promises and covenants herein contained, and the sum of one dollar (\$1.00) now paid by the Applicant to the District, the receipt of which is hereby acknowledged by the District, the parties agree as follows:

1. **Permission to Occupy** - The District hereby grants to the Applicant permission to use, encroach upon and occupy that approximate < > sq. m. portion of *[INSERT DESCRIPTION OF STREET OR HIGHWAY]* in the District which is shown outlined in heavy black outline on the sketch attached as Appendix “1” to this Agreement (the “**Licence Area**”) for the sole purpose of < > *[INSERT PURPOSE FOR USE, OCCUPATION or ENCROACHMENT]*.
2. **Use of the Licence Area** - The Applicant must use the Licence Area only for the purposes specified in Section 1 of this Agreement and in strict compliance with:
 - (a) the terms and conditions of this Agreement;

- (b) any conditions imposed on a permit issued under the *Squamish Traffic Bylaw*, No. 2220 2012, ("**Traffic Bylaw**");
 - (c) the specifications and guidelines set out in Schedule E of the Traffic Bylaw; and
 - (d) all other applicable bylaws of the District, and any applicable statutes and regulations of the federal and provincial governments.
3. **Term** - This Agreement shall be for a period of < > days or years, from [date... to ...date...] unless terminated sooner pursuant to the terms of this Agreement (the "**Term**") and is renewable in accordance with the requirements of the *Traffic Bylaw*.
 4. **Permit Fee** – The Applicant agrees to pay to the District, upon execution of this Agreement and on every anniversary of that date until the Term of this Agreement expires or is terminated, an permit fee in accordance with the requirements of the *Traffic Bylaw* and the District's *Fees and Charges Bylaw No. 2012, 2007*, in the amount of \$_____ .
 5. **Business Licence** – The Applicant shall be in possession of a valid and existing business Licence from the District.
 6. **Amenities** – The Applicant may construct, install or deposit on and within the Licence Area in accordance with the specifications and guidelines set out in Schedule E of the Traffic Bylaw in the locations, if any, shown on the sketch in Appendix 1 those works, fixtures, improvements, furniture, equipment, chattels, personal property and materials listed and described in Appendix 2 of this Agreement (collectively, the "**Amenities**"). The Applicant shall not construct, install or deposit any other Amenities on or within the Licence Area except those listed and described in Appendix 2 or make any structural repairs to the Amenities without the prior written approval of the General Manager of Engineering and Parks for the District (the "**General Manager**").
 7. **Repair and Maintenance** - The Applicant shall at all times keep and maintain the Licence Area and the Amenities in good and sufficient repair to the satisfaction of the District. If the Applicant fails to keep the Licence Area or the Amenities in good repair to the satisfaction of the District, the District may, in its sole discretion, cause such repairs to be made, including structural changes, as it deems necessary, at the Applicant's expense. The Applicant shall pay the costs of such repairs to the District forthwith on demand.
 8. **Security Deposit** – The Applicant shall, upon execution of this Agreement and in accordance with the requirements of the Traffic Bylaw, deposit with the District, security in the form of cash or an automatically renewing, irrevocable letter of credit in the amount of \$_____ (the "**Security Deposit**"). Where the Applicant fails to keep the Amenities in good repair or remove the Amenities and restore the Licence Area in accordance with the requirements of this Agreement, the District may draw on the Security Deposit to pay the costs of the District maintaining or removing the Amenities and restoring the Licence Area and shall return any unused balance to the Applicant. If the District's costs exceed the amount of the Security Deposit, the Applicant shall pay the District the shortfall immediately upon receipt of the District's invoice.

9. **Relocation** – If, in the opinion of the General Manager, all or a portion of the Licence Area is required for the installation of municipal utilities or other municipal purposes, the Applicant shall, forthwith upon receipt of notice from the General Manager, relocate the Licence Area or all or part of the Amenities, as specified by the General Manager, all at the sole expense of the Applicant. If relocation of the Licence Area or Amenities is not possible, Section 19 (*Termination for Default*) shall apply.
10. **District May Enter** - The District by its authorized agents or employees shall have the right at any and all times to enter into and upon the Licence Area in the case of emergency or for the purpose of monitoring compliance with this Agreement, a permit and other District bylaws, for constructing, maintaining and inspecting or removing any public works or utilities or for repairing or removing the Amenities and restoring the Licence Area in accordance with this Agreement.
11. **Indemnification** - The Applicant shall indemnify and save harmless the District and its elected officials, officers, employees and agents from and against all actions, proceedings, claims and demands of any kind by any person arising out of or in any way connected with:
- (a) the permission to encroach upon, occupy or use the Licence Area granted by this Agreement;
 - (b) the existence and use of the Licence Area; or
 - (c) the construction, maintenance, existence, use or removal of the Amenities;
- including, without limitation, a claim for loss or injury to persons or to property due to the Applicant's negligence or to the Applicant's failure to comply with the District's bylaws or any one of them or with any provision of this Agreement, and without limiting the foregoing, the Applicant shall reimburse the District for all damages and expenses caused or contributed to by the negligence or other default of the Applicant in respect of anything done or not done pursuant or ostensibly pursuant to this Agreement including, without limitation, the construction, operation, maintenance and repair of the Licence Area or the Amenities, except where caused by the District's negligence.
12. **Notice** - Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid envelope addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand and shall be deemed to be received upon the day of delivery. In the case of notices to the District, notices must be to the attention of the General Manager. Any notice to the Applicant contemplated by this Agreement may be given to the Applicant at the address of the business premises to which the Licence Area is appurtenant.
13. **Enurement** - This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
14. **Insurance** - The Applicant shall maintain at its sole expense commercial general liability insurance providing coverage for acts or omissions by the Applicant, its employees and

agents in the amount of not less than _____ per occurrence, all inclusive, and the insurance policy shall:

- a) name the District as an additional insured;
- b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
- c) state that the policy;
 - i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and,
 - ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the District;
- d) be maintained for a period ending twelve months after this Agreement is terminated; and,
- e) not include any deductible amount greater than \$_____ per occurrence.

15. Copies of Policies - The Applicant shall provide the General Manager with a copy of the required policy or a certificate of insurance upon execution of this agreement and shall thereafter provide copies or certificates of any annual renewals and any amendment to the policy.

16. Environmental

16.1 Definitions

In this Agreement:

“Contaminants” means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or Licenced under Environmental Laws;

“Environmental Laws” means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Licence Area or associated highway now or hereafter in force with respect in any way to the environment, health or occupational health and safety, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time.

16.2 Contaminants Prohibited - The Applicant will not use or bring onto or allow to be used or brought onto the Licence Area any Contaminants or other hazardous materials, nor shall

the Applicant perform any operations on the Licence Area that may result in the deposit or spilling of such Contaminants. The Applicant further agrees that it will comply with every Environmental Law applicable to the Licence Area.

- 16.3 Indemnification** - Regardless of whether liability is based upon tort, contract, strict liability, warranty, any Environmental Laws or any other statute, law or order, or any other basis of liability, the Applicant will indemnify, defend and hold the District harmless from and against any claims relating to the physical or environmental condition of the Licence Area, including costs of cleaning up Contaminants and including all current and future liabilities and obligations to third parties which had their genesis from and after the commencement date of this Agreement, except to the extent it is proven that such condition was caused by or contributed to by the District prior to the commencement date.
- 17. Survival of Terms** - The indemnification, release and insurance obligations of the Applicant under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.
- 18. Early Termination** - The Applicant understands and agrees that the District may at any time, in its sole discretion and for any reason whatsoever, withdraw the rights it has granted herein to the Applicant and terminate this Agreement by giving _____ () days notice to the Applicant in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Applicant shall, at its own expense, within such time as may be specified by the District, remove the Amenities from the Licence Area and restore the Licence Area to its original state to the satisfaction of the General Manager.
- 19. Termination for Default** - If the Applicant is in default of, or fails to comply with:
- (a) any of the provisions of this Agreement;
 - (b) the requirements of the *Traffic Bylaw*;
 - (c) the conditions, if any, imposed on a permit issued under the *Traffic Bylaw*; or
 - (d) any other applicable District bylaw or federal or provincial statute or regulation;

and such default or non-compliance is not remedied to the satisfaction of the General Manager within 5 business days after written notice to the Applicant by the District, the District may, on further written notice to the Applicant, forthwith terminate this Agreement and revoke the permit issued to the Applicant, and the Applicant shall forthwith vacate the Licence Area, remove the Amenities and restore the Licence Area to its original state, all at the cost of the Applicant and to the satisfaction of the General Manager.

- 20. Renewal** – To annually renew this Agreement, the Applicant must pay the applicable fees, provide proof of a valid and existing business Licence and provide proof of insurance. The District may renew the permit provided the following conditions are met by the Applicant:
- a) The design, location and purpose of the Licence area remains the same as the previous year;
 - b) The Applicant has complied with, and is not in default of, the terms and conditions of the Licence agreement;

- c) The Amenities contained within the Licence area have been repaired and maintained in a good state of repair, and
 - d) The General Manager has determined that the use of the Licence area in the previous year created no health or safety hazards or nuisances and did not unduly disturb or inconvenience the public.
- 21. Removal of Amenities** - If the Applicant fails to clear the Licence Area as required under this Agreement, the District and its agents may remove and store all Amenities and all other things on the Licence Area. The cost of such removal and storage will be a debt due and owing to the District by the Applicant payable upon receipt by the Applicant of the District's invoice.
- 22. Disposal of Amenities** – The Applicant acknowledges and agrees that any Amenities removed and stored by the District under Section 21, and not claimed within 60 days of removal, shall become the property of the District, and may be sold and the proceeds retained by the District.
- 23. Release** - The Applicant releases and forever discharges the District and its employees from all manner of claims of any nature whatsoever which may arise by reason of or in connection with the performance or non-performance of this Agreement by the District.
- 24. Remedies** - Notwithstanding the other remedies provided in this Agreement, the District shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement or from the Licence granted by this Agreement.
- 25. Compensation** - Notwithstanding any provision of the Agreement, the Applicant shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Amenities from the Licence Area or the revocation or cancellation of the permit for the Licence Area or the termination of this Agreement for any reason and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Amenities from the Licence Area or by reason of the revocation or cancellation of the permit for the Licence Area or the termination of this Agreement.
- 26. Limitation** - The right to use the Licence Area granted by a permit and this Agreement is subject at all times to the right of the District and any public utility, and the employees and contractors of either of them, to enter the Licence Area without notice or reimbursement to the Applicant for the purpose of installation, maintenance and repair of pavement, curb and gutter, sidewalks, pipes, cables, conduits, wires, poles or any other service or installation permitted on a highway.
- 27. Compliance with Other Laws** - Nothing in this Agreement exempts the Applicant from complying with all applicable laws, including all municipal bylaws, or from obtaining all required permits and Licences relating to the use of the Licence Area or the parent business associated with the Licence Area.

28. **Interest in Land** - This Agreement does not give the Applicant any legal or equitable interest of any kind in the Licence Area.
29. **Further Assurances** - The parties shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.
30. **Waiver** - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
31. **Interpretation** - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.
32. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.
33. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
34. **Sale or Alienation of Land** - The Applicant shall not transfer or assign this Agreement in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Licence Area, without the written consent of the District. In the case of a sidewalk cafe or sidewalk sales, this Agreement shall terminate and the permit under the Traffic Bylaw shall lapse upon any sale, transfer or alienation of the Applicant's interest in or to the business premises appurtenant to the sidewalk cafe or sidewalk sales operation on the Licence Area, such termination to be effective as of the date of sale, transfer or alienation, and all provisions relating to the removal of the Amenities and restoration of the Licence Area shall apply, unless the transferee of the business premises enters into a satisfactory agreement with the District prior to the transfer date.
35. **Entire Agreement** - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written between the parties with respect to the subject matter hereof.
36. **Time of Essence** - Time is of the essence of this Agreement.
37. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the day and year first above written.

DISTRICT OF SQUAMISH by its
Authorized signatories:

Mayor

General Manager of Engineering and Parks

< > by its
Authorized signatories:

Print Name

Print Name

[or]

Applicant Name:
Address:

Witness Name
Address:

Schedule F

**Appendix 1
to LICENCE AGREEMENT**

Licence Area

Schedule F

**Appendix 2
to LICENCE AGREEMENT**

Amenities