

POWELL RIVER REGIONAL DISTRICT

BYLAW NO. 325 - CONSOLIDATED

A Bylaw to provide for the regulation and use of regional parks.

This document is a consolidated version of the “Regional Parks Regulation Bylaw No. 325, 1999” and amendments thereto as set out in Bylaw No. 325.9, 2010, Bylaw No. 325.10, 2011, Bylaw No. 325. 12, 2013, Bylaw No. 325.14, 2016, Bylaw No. 325.15, 2016, Bylaw No. 325.16, 2016, Bylaw No. 325.17, 2017 and Bylaw No. 325.18, 2017 consolidated under the authority of Section 139 of the *Community Charter* S.B.C. 2003, c.26 and Powell River Regional District Bylaw No. 309, 1998.

WHEREAS the Regional District has powers given to it by Letters Patent dated November 23, 1970, as amended;

AND WHEREAS Section 4 of the Park (Regional) Act authorizes the Regional District, by bylaw, to exercise powers in relation to regional parks, including the power to make rules and regulations governing the management, maintenance, improvement, operation, control and use of property in a regional park;

AND WHEREAS the Regional District wishes, by bylaw, to make rules and regulations governing the use of regional parks;

NOW THEREFORE, the Board of Directors of the Powell River Regional District, in open meeting assembled, enacts as follows:

Interpretation

1. In this Bylaw:
 - (a) “Administrator” means the employee appointed and acting as Chief Administrative Officer of the Powell River Regional District.
 - (b) “Board” means the Board of Directors of the Regional District;
 - (c) “Camper” means an individual who has registered with the Caretaker and paid the Camping Fee to camp at a Campsite;
 - (d) “Camping Fee” means the fee imposed under Schedule B of this Bylaw for each night of occupancy of a Campsite;
 - (e) “Camping Unit” means a tent, truck and camper, trailer, or motorhome used as a temporary sleeping quarters by travellers;
 - (f) “Camping Party” means a maximum of 6 persons, with at least one and no more than four being over 18 years of age, occupying a single *Camping Unit*.

- (g) “Campsite” means an area prepared and designated for placing of a Camping Unit and includes a Group Campsite;
- (h) “Caretaker” means any person appointed from time to time by the Regional District to be the caretaker of a Park, and his or her delegate from time to time;
- (i) “Group Campsite” means an area prepared and designated for placing of one or more Camping Units;
- (j) “Natural Park Feature” means any tree, shrub, herb, flower, grass, turf, plant or vegetation of any land, and any soil, sand, silt, gravel, rock, mineral, wood, fallen timber or other natural park material within a Park;
- (k) “Park” means those regional parks listed on Schedule “A” to this Bylaw, and any other areas of land set aside and designated as regional park by the Regional District from time to time and includes all bodies of water within a Park;
- (l) “Parks Commission” means any of the parks commissions established by bylaw of the Regional District, to oversee the administration of this Bylaw in one or more Parks;
- (m) “Posted Notice” means a written notice or sign which has been posted or affixed by the Regional District in a Park or which has been set out in a brochure or map relating to the Park;
- (n) “Refuse” means all refuse, garbage, contaminate or other waste of any kind;
- (o) “Regional District” means the Powell River Regional District;
- (p) “Special Event” means any publicly advertised event, open to the general public and conducted within a Park which attracts or is intended to attract participants or spectators, except regular league games, weddings, christenings and group picnics;
- (q) “Special Event Permit” means a permit issued by the Regional District under section 9 of this Bylaw.
- (r) “Special Use” means on-going agricultural, equestrian, or recreational activities open to the general public and conducted within a park.
- (s) “Special Use Agreement” means an agreement between the Regional Board and another party regarding the use and management of all or part of a park for special use purposes.

Park Commissions

2. The Board may, by bylaw, establish one or more Parks Commissions to oversee the administration and enforcement of this Bylaw, and where a Parks Commission is established to oversee one or more Parks, that Parks Commission will be authorized to act on behalf of the Regional District for the purposes of administration of this Bylaw.

Camping Regulations

3.
 - (a) No person shall camp in any Park except Haywire Bay Park and Shelter Point Park.
 - (b) No person shall occupy a Campsite except in accordance with this Bylaw.
 - (c) All persons intending to occupy a Campsite must register as a Camper with the Caretaker by providing the Caretaker with their name, address, expected length of stay and license number of any motor vehicles or trailers brought into the Park by that person, and by paying the Camping Fee to the Caretaker.
 - (d) No person shall camp or place a Camping Unit in any Park unless that person has first paid to the Caretaker the Camping Fee for that Campsite, as set out in Schedule "B" to this Bylaw.
 - (e) Where a Camping Party includes minor children (12 years of age and younger), one small tent in addition to the primary Camping Unit shall be permitted in a Campsite at no additional cost.
 - (f) No person shall place a Camping Unit in any Park except at a Campsite or a Group Campsite.
 - (g) No person shall camp in any Park for more than fourteen (14) consecutive nights.
 - (h) All persons occupying a Campsite shall leave the campsite no later than 1:00 p.m. on the day of their departure.
 - (i) A person who is not registered with the Caretaker as a Camper shall not occupy a campsite outside the posted hours.
 - (j) All persons occupying a Campsite shall at all times keep all equipment, personal belongings and tents within the Campsite and shall keep the Campsite area in a neat and clean condition.

Preservation of Parks

4. No person shall:
 - (a) cut, trim, dig up, excavate, deface, remove, damage or injure any Natural Park Feature;
 - (b) cut or remove any tree or wood from a Park;
 - (c) pick or gather any flower or fruit from a Park;
 - (d) deface, remove, destroy or injure any Park Property;
 - (e) deposit any refuse anywhere in a Park except in a receptacle designated for that purpose;
 - (f) foul or pollute or introduce any Refuse into a Park or any body of water in a Park;
 - (g) use any toilet which is not equipped with a holding tank, nor dispose of the contents of any holding tank anywhere in a Park except in a place designated for that purpose by Posted Notice;
 - (h) defecate or urinate in any Park except in facilities designated for that purpose by Posted Notice;
 - (i) throw, discard or place upon the ground any lighted match, cigar, cigarette or other burning substance;
 - (j) molest, disturb, frighten or injure any animal, fish or any nest or animal sanctuary;
or
 - (k) let off, turn on or unnecessarily discharge any water so that the water runs to waste.

Care of Animals

5. Except as otherwise provided in this bylaw, every person owning or having the care, custody or control of any animal in a Park shall:
 - (a) ensure the animal is securely held on a leash of no more than three (3) metres in length and under that person's direct and continuous charge and control;
 - (b) ensure the animal does not cause any annoyance or disturbance or injury to any person or other animal;
 - (c) ensure the animal does not dig up, damage or injure any Natural Park feature, or destroy, deface or damage any Park Property; and

- (d) immediately remove all feces deposited in the Park by that animal.
6. Section 5 shall not apply to Paradise Exhibition Park.

Fire Regulations

7. No person in any park shall:
- (a) make, set, light or keep lit a fire in a Park, except in a fire pit or other area designated for that purpose; or
 - (b) leave a fire unattended.

Activities and Events

8. Except as specifically authorized by a Special Event Permit or a Special Use Agreement, no person in any Park shall:
- (a) make or cause noises or sounds, including the playing of music or the operation of vehicles, which disturbs or tends to disturb the peace, quiet, enjoyment or comfort of persons in the Park or in the vicinity of the Park;
 - (b) sell, expose, or display for sale or exchange or barter any goods or materials, or conduct any business, or offer any service;
 - (c) post, paint, affix, distribute, deliver, or publish any notice, advertisement, sign, placard or handbill of any kind;
 - (d) drive or operate any vehicle except on designated roadways within a Park, and in such cases not in excess of ten (10) kilometres per hour;
 - (e) cause or permit a vehicle to obstruct traffic within a Park;
 - (f) erect, construct or build or cause to be erected, constructed or built any building, shelter, pavilion or other structure whatsoever.

Special Events

9. No person shall organize, conduct or participate in any Special Event in a Park except where such person is:
- (a) the holder of a valid and subsisting Special Event Permit; or
 - (b) a participant in an activity for which a valid and subsisting Special Event Permit has been issued to another person.

10. Any person wishing to conduct or hold a Special Event in a Park may make application to the Manager of Community Services, in the form attached as Schedule “C”, for a Special Event Permit authorizing the applicant and the participants in the Special Event to conduct the Special Event as set out in the Special Event Permit.
11. The Manager of Community Services shall accept only completed applications for Special Event Permits, and where:
 - (a) the proposed Special event is permitted under this Bylaw;
 - (b) the application form and all requirements thereunder have been met; and
 - (c) subject to availability and scheduling,all as determined by the Manager of Community Services, may issue a Special Event Permit in the form set out in Schedule “C”.
12. Every person receiving a Special Event Permit under this Bylaw shall at all times be subject to and comply with this Bylaw and all terms and conditions set out in the Special Event Permit.
13. A Special Event Permit may, where necessary in conjunction with a Special Event, permit specified activities which are otherwise prohibited under Section 7 of this Bylaw, as set out in the Special Event Permit.
14. The Manager of Community Services may amend, suspend or revoke any Special Event Permit for any violation or non-compliance with the terms and conditions of this Bylaw or the Special Event Permit.
15. The Manager of Community Services shall not be obligated to issue any Special Event Permit and may refuse to issue a Special Event Permit, without limitation, to any person who has contravened any previous Special Event Permit issued to that person, or any provisions of this Bylaw.
16. The holder of a Special Event Permit is solely responsible for the conduct of any activity authorized thereunder and neither the Regional District nor any of its officers, servants, agents, employees and others accepts or assumes any responsibility for any claims, proceedings, costs, expenses, damages or demands in respect to death, injury, loss or damage to persons or to property arising out of or in connection with the holding of the activity for which the Special Event Permit was issued.
17. The Applicant shall use the “Appendix ‘A’ Check List” within the application to ensure all necessary components required for the special event permit have been submitted to the Regional District office.

18. The Regional District shall use the “Appendix ‘B’ Check List” within the application to ensure all necessary components required for the special event permit have been received by the Regional District office.
19. The Permittee shall use the “Appendix ‘C’ Request for Special Occasion Liquor Licence Endorsement” within the application to request an endorsement from the Regional District Board.

Public Conduct

20. No person in any Park or Water Front Access Trail shall:
 - (a) behave in a disorderly, dangerous or offensive manner; or
 - (b) violate any bylaw, regulation, rule, Posted Notice, or direction of the Regional District or of the Caretaker; or
 - (c) hunt or carry any loaded firearm or discharge any firearm of any kind; or
 - (d) operate an Off Road Vehicle (ORV).

Beaches, Fishing and Boating Activity

21. No person in any Park shall:
 - (a) disobey, hinder or interfere with the duties of any person having the superintendence, management or control of any beach or swimming area;
 - (b) swim in any area designated as a no swimming area by way of Posted Notice;
 - (c) operate any watercraft in the immediate vicinity of any beach area in such a manner as to endanger, disturb or otherwise interfere with the free use of the water for swimming or fishing purposes; or
 - (d) bring to any beach or body of water any underwater spear or shooting device.

Severability

22. If any section, subsection or clause of this Bylaw is declared or held to be invalid by a court of competent jurisdiction, than that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been enacted and adopted without the invalid and severed section, subsection or clause.

Enforcement

23. Every person who contravenes a provision of this Bylaw shall be liable upon summary conviction to a fine not exceeding \$2,000 and the costs of prosecution plus the costs of

repairing any damages. Each day that a violation of this Bylaw continues constitutes a separate offence.

Repeal

24. Bylaw No. 156, being a bylaw to provide for the control, management, maintenance, operation and use of regional parks in accordance with section 4(b) of the Regional Parks Act, and amendments thereto, are hereby repealed.

Title

25. This Bylaw may be cited as the “Regional Parks Regulation Bylaw No. 325, 1999”.

READ A FIRST TIME this **26th** day of **August**, 1999.
READ A SECOND TIME this **26th** day of **August**, 1999.
READ A THIRD TIME this **26th** day of **August**, 1999.
RECONSIDERED AND ADOPTED this **26th** day of **August**, 1999.

Chair

Administrator

I hereby certify the above to be a true and correct of copy of Regional Parks Regulation Bylaw No. 325, 1999 as RECONSIDERED AND ADOPTED by the Board of the Powell River Regional District this **26th** day of **August**, 1999.

SCHEDULE "A"

- Shelter Point Park
- Haywire Bay Park
- Palm Beach Park
- Craig Park
- Myrtle Rocks Park
- Paradise Exhibition Park (**added in 2010**)
- Lasqueti Island Park (Boot Point) (**added in 2013**)
- Diver's Rock (**added in 2014**)
- Rossander Park (**added Oct/2017**)
- End of the Road (**added Nov/2017**)

**POWELL RIVER REGIONAL DISTRICT
PARKS REGULATION AMENDMENT BYLAW NO. 325.14, 2016**

**SCHEDULE "B"
PARK FEES**

Effective Date: May 6, 2016

CAMPER FEES

Shelter Point Park

Single Sites:

\$23.00 per night per camper unit in lower main and Bella Maria campground.

\$16.00 per night per camper unit in both the lower main and Bella Maria campgrounds when washrooms with flush toilets are closed.

Group Sites:

Main Group Site:

\$185 per night for groups of up to 10 camper units; \$15.00 per night for each additional camper unit.

Bella Maria Group Site:

\$130 per night for groups of up to 7 camper units; \$15.00 per night for each additional camper unit.

Haywire Bay Park

Single Sites:

\$23.00 per night per camper unit.

Group Site:

\$130 per night for groups of up to 10 camper units; \$15.00 per night for each additional camper unit.

Seniors Fee Reduction

Residents over the age of sixty-five (65) years shall be permitted to occupy single campsites for \$2 per night per camper unit less than the above rates. There is no senior reduction for group site fees.

Youth Group Fee Reduction

Youth groups with community, sports, service or religious affiliations shall be permitted to occupy any group campsite for 50% of the regular rate for that group site.

OTHER FEES

Showers: \$2 each

Firewood: \$6 per level wagon load

Note: GST is included in all fees.

**POWELL RIVER REGIONAL DISTRICT
Schedule "C" to Bylaw No. 325**

Special Event Permit Application

Permit No. _____

This application must be completed for all requests for a Special Event Permit and submitted it to the Regional District office. Please use the Appendix 'A' Check List to ensure that all components of your special event permit application have been submitted. As well, if you require a special occasion liquor licence, it must be endorsed by the Regional District Board separately. Please use the Appendix 'C' Request for Special Occasion Liquor Licence Endorsement for that purpose.

APPLICATION FOR SPECIAL EVENT PERMIT

Name of Applicant: _____
(the "Applicant")

On behalf of (may be same as Applicant): _____
(the "Permittee")

Address of Applicant and Permittee: _____

Telephone Number: _____ Fax Number: _____

Nature of Event or Activity: _____

(the "Event")

Number of Participants (Estimated): _____

Date(s) of the event: _____

Time: From: _____ a.m./p.m. to _____ a.m./p.m.

Location of Event : _____

(the "Permit Area")

The Permittee hereby applies to the Powell River Regional District (the "Regional District") for permission to hold the Special Event in the Permit Area on the date and at the time specified above.

In consideration of the issuance to the Permittee of a permit for the Event, the Permittee agrees that the terms and conditions set out on the following pages form part of this Permit, and agrees to fully comply with and be bound by these terms and conditions.

THE APPLICANT HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREES THAT THEY WILL BE OBSERVED BY THE PERMITTEE, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, LICENSEES AND INVITEES.

The applicant warrants and represents that it has the power, authority and capacity to enter into this agreement on behalf of the Permittee and to bind the Permittee with its signature.

The return of this application to the Applicant, signed on behalf of the Powell River Regional District will constitute the issuance of a Permit for the Event.

Dated this _____ day of _____, _____.

Signed, Sealed and Delivered by the)
Applicant ON BEHALF OF)
the Permittee in the)
presence of:)

_____)

Witness)

_____)

Address)

_____)

Occupation)

)

Signature of Applicant

Applicant's Printed Name

THIS PERMIT IS HEREBY ISSUED ON THE TERMS AND CONDITIONS SET OUT BELOW.

POWELL RIVER REGIONAL DISTRICT, by its authorized signatory,

Manager of Community Services

TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT

Specific Terms and Conditions

1. The Permittee of large events, i.e., more than 100 people; or more than 100 ticket sales, must submit a deposit of \$500 with their application to ensure sites are left clean and undamaged. This deposit may be returned to the Permittee once the site has been inspected by Regional District staff after the event has ended and the site has been cleaned to Regional District satisfaction.

The Permittee of large events, i.e., more than 100 people; or more than 100 ticket sales, must also submit an 'event plan' and 'timetable' for facility clean-up, garbage removal and disposal.

Term of Permit

2. This permit shall be valid only for the date and time set out on the application unless the Permittee is granted an extension, in writing, by the Regional District.

Insurance

3. If required by the Regional District, the Permittee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for indemnity provided herein, with an insurer and on terms satisfactory to the Regional District, including that the Regional District be a named insured. Prior to the issuance of this Permit, if so required, the Permittee shall deliver to the Regional District evidence, in a form satisfactory to the Regional District, that the Permittee has obtained comprehensive general liability insurance with coverage of not less than \$2,000,000 per accident or occurrence, including \$2,000,000 for the bodily injury, death, property damage, economic loss and all other loss and damage affecting any persons or property arising out of or in any way connected with the Event for which this Permit is issued.

Indemnity

4. The Permittee hereby releases, indemnifies and saves harmless the Regional District and its officers, servants, agents, employees and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgements and expenses, including actual legal expenses of every kind, description and nature whatsoever, in any way connected with or arising from the Event, in whole or in part, including but not limited to, any death or injury to persons or property loss or damage resulting from any acts or omissions of the Permittee,

its directors, officers, employees, agents, contractors, subcontractors and others, or that would have not occurred but for the use or occupation of the Permit Area by the Permittee.

5. The Permittee shall conduct the Event in the Permit Area only and no other lands or premises may be used by the Permittee for the Event.
6. The permission granted to the Permittee in this Permit to use the Permit Area for the Event is personal and cannot be assigned, conveyed, transferred or alienated in any way to another individual, organization or corporation without the prior written consent of the Regional District.
7. The Permittee shall use the Permit Area with care and in a manner that does not unreasonably interfere with or detract from the general public's enjoyment of the Permit Area. The Event shall be conducted in a manner which is compatible with public health, welfare, safety and recreation.
8. At all times that the Event is in progress, two designated competent and trustworthy representatives of the Permittee must be present and responsible for the conduct of the Event in accordance with the terms and conditions of this permit.
9. The Permittee, or its designated representatives, shall advise all attendees of the Event that they must adhere strictly to the terms and conditions of this Permit.
10. The Permittee shall leave all lands, buildings, structures, equipment and other property in a neat, clean, tidy and undamaged condition. Failure to do so may result in a fee being levied for maintenance and repair. The Permittee, or its designated representatives, shall immediately report any damage to the Regional District.
11. The Permittee shall ensure that persons attending the Event conduct themselves in an orderly manner and promptly comply with any reasonable instruction of any representative of the Regional District in respect of the conduct of the Event.
12. The Permittee represents and warrants that the event shall not include any violence, crime or disorderly conduct.
13. The Permittee shall comply with all applicable laws, including all bylaws, rules and regulations of the Regional District.
14. If alcohol is to be served at the Event, the following terms and conditions apply:
 - (a) the Permittee shall obtain a special occasion liquor licence from the Royal Canadian Mounted Police;
 - (b) The Permittee shall comply with all provisions of the *British Columbia Liquor Control and Licensing Act* and regulations thereto;
 - (c) Provincial regulations respecting the issuance of special occasion liquor licences provide for the following, "Local government approvals must be obtained by an applicant for events on local government land or premises in advance of applying for

a Special Occasion Licence.” The special occasion liquor license must be endorsed by the Powell River Regional District Board separately. **IT IS NOT INCLUDED AS PART OF THIS SPECIAL EVENT PERMIT.** The Permittee must use Appendix C to submit a request for a special occasion liquor licence endorsement as soon as possible as it will take approximately one month to move the request from the Committee level to the Board for endorsement.

- (d) if the Event is to continue past dusk, the Permittee shall ensure that the area is properly illuminated by artificial lights.
15. The Permittee shall ensure that all vehicles are parked only in designated parking areas.
 16. The Permittee must conduct the Event so as not to interfere with normal traffic flow on roadways within the Regional Park. No roadway closures shall be permitted except as set out in this Permit.
 17. The Park Caretaker or other person designated by the Regional District may revoke this permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of this permit or with any applicable legislation.
 18. The Permittee must conduct the Event as described herein and shall not deviate from this description or the terms and conditions of this Permit.
 19. This Permit shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
 20. The Permittee shall immediately notify the Regional District if the Event is cancelled and the Permittee does not intend to use the Permit.

Appendix 'A'

APPLICATION FOR SPECIAL EVENT PERMIT APPLICANT CHECK LIST

The Applicant will use the following list to ensure all necessary components of your special event permit application are submitted to the Regional District.

	YES	NO	N/A
1. Special Event Permit application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. \$500 Deposit *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Event plan and timetable *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Insurance documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Special Occasion Liquor Licence endorsement request **	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Actual Special Occasion Liquor Licence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Large event organizers, i.e., more than 100 people attending the event; or more than 100 ticket sales **must** submit.

** Endorsements of special occasion liquor licences are not part of the special event permit; requests **must** be submitted separately in time for the Regional Board to consider before the event takes place, approximately one month.

Appendix 'B'

APPLICATION FOR SPECIAL EVENT PERMIT REGIONAL DISTRICT CHECK LIST

The Regional District will use the following list to ensure all necessary components of a special event permit application have been received by the Regional District.

	YES	NO	N/A
1. Special Event Permit application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. \$500 Deposit *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Event plan and timetable *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Insurance documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Special Occasion Liquor Licence endorsement request **	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Actual Special Occasion Liquor Licence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Return of \$500 deposit to Permittee after event (explanation required if not returned)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Large event organizers, i.e., more than 100 people attending the event; or more than 100 ticket sales, **must** submit.

** Endorsements of special occasion liquor licences are not part of the special event permit; requests **must** be submitted separately in time for the Regional Board to consider before the event takes place, approximately one month.

Appendix 'C'

APPLICATION FOR SPECIAL EVENT PERMIT

REQUEST FOR SPECIAL OCCASION LIQUOR LICENCE ENDORSEMENT

I/We, _____, have applied for a special event permit for
(name of applicant/permittee)

the following event _____
(music festival, concert, wedding, etc.)

to be held at _____ on _____.
(event location) (date)

In conjunction with the special event application, I/we are requesting an endorsement for a special occasion liquor licence from the Powell River Regional District Board.

Signature of Applicant/Permittee

Date