

## **DISTRICT OF 100 MILE HOUSE**

### **BYLAW NO. 1313**

A bylaw to regulate the use of park-property and community facilities in the District of 100 Mile House.

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WHEREAS, subsection 8(3) of the *Community Charter* authorizes Council of the District of 100 Mile House to adopt bylaws to regulate, prohibit and impose requirements in relation to municipal services and public places;

WHEREAS subsection 154(1) of the *Community Charter* authorizes the Council of the District of 100 Mile House to adopt bylaws to delegate its powers, duties and functions to officers or employees of the municipality;

AND WHEREAS Council deems it necessary and desirable that it exercise these authorities to establish regulations governing the management of property intended for recreation and community uses and to delegate certain powers to staff regarding the use of these facilities:

NOW THEREFORE the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

#### **SECTION 1 - TITLE**

- 1.1 This bylaw may be cited for all purposes as **“District of 100 Mile House Parks and Community Facilities Bylaw No. 1313-2017.”**

#### **SECTION 2 - DEFINITIONS**

- 2.1 In this bylaw:

**“animal”** means a mammal, reptile, amphibian, fish, marine animal or bird.

**“Community Facilities”** means a building, recreation facility or other land improvement located in a Park or on any other land which the District owns or controls by means of a lease, license or other legal instrument, that is intended for athletic, social or recreational use by members of or visitors to the community.

**“contaminants”** means any waste, injurious or offensive matter or substance, including without any limitation anything that is capable of:

- (a) injuring or is capable of injuring the health or safety of a person, or
- (b) injures or is capable of injuring property or any life form, or
- (c) causes or is capable of causing material physical discomfort to a person,

(d) damages or is capable of damaging the environment.

**“Director of Community Service”** means the individual who is appointed to administer the Community Service Department of the District or his authorized representative.

**“District”** means the District of 100 Mile House.

**“natural park feature”** means any tree, shrub, herb, flower, grass, turf, plant or vegetation of any kind as well as any soil, sand, silt, gravel, rock, mineral, wood, fallen timber or other material within a park.

**“organized activity”** means any activity which is pre-planned, involves a group larger than a single family unit and which limits general public access to a portion of the park or community facility or any activity that involves instruction or training.

**“organized sport”** means any game or sport which is played by two or more persons who play and/or practice together regularly as a team in a league or association.

**“park”** includes public parks, playgrounds, driveways, boulevards, play fields, linear parks, skateboard parks, hiking/biking/riding trails, or other land owned, leased, licensed or otherwise controlled by the District.

**“park property”** means any property within a park, including without limitation any building, structure, improvement, wall, fence, sign, seat, bench, or ornament of any kind.

**“permit”** means a license issued for the use of Parks or Community Facilities or portion thereof.

**“refuse”** means all refuse, garbage, or other waste of any kind, including without limitation any food remains, containers, packages, bottles, cans or parts of them.

**“special event”** means any event or activity conducted within a park which attracts or is intended to attract participants or spectators.

**“vehicles”** means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled by any mechanical device or other motive power whatsoever, and shall include trailers, boats, boat trailers, bicycles, motorcycles, tricycles, rollerblades, and skateboards.

## **SECTION 3 – DELEGATION OF POWERS**

- 3.1** The Director of Community Service or designate may issue a permit authorizing in a park, activities listed in Section 4.4.1 of this bylaw upon receiving a completed application in the form attached as Schedule “A”. The application form shall be signed by the applicant or an authorized agent of the applicant and shall be accompanied by the booking fee and security deposit as specified in the current Fees and Charge Bylaw.
- 3.2** The Director of Community Service or designate may establish a system for the issuance of reservations for the use of park facilities by persons who receive a permit pursuant to this bylaw.
- 3.3** Where a person applies for a permit for an activity or use specified in Section 4.4.1 of this bylaw and requires the closure to the free use by the public of all or part of a park, no permit shall be issued by the Director of Community Service or designate until Council approves such closure.
- 3.4** The Director of Community Service or designate may at any time temporarily close any park or part thereof to the use of the public if, in his opinion, such closure is necessary to prevent or assist in the prevention of a breach of peace or threat thereof, or to protect persons or property from injury or damage, or when works of maintenance, construction or repair are being carried out by or on behalf of the District.

## **SECTION 4 – REGULATIONS**

### **4.1 DAMAGE**

No person shall within a park or community facility:

- (a) cut, break, remove or in any way destroy, damage or deface any natural park feature.
- (b) destroy, damage or deface any park or community facility.
- (c) damage, deface, clutter or block any boulevard, driveway, roadway, trail, path or lane.
- (d) climb, walk or sit upon any wall, fence or other structure in or upon any park or community facility or boulevard, unless it is designed and intended for such purpose.

- (e) foul, pollute or otherwise introduce any contaminant or refuse into any area of water including a stream, lake or pond.
- (f) deposit any waste, contaminant or offensive matter or other substance of any kind except in receptacles provided for such purposes.
- (g) cross, travel on or walk upon any grassed plot or land where signs have been posted forbidding such use.
- (h) Willfully, maliciously or carelessly let off, turn on, or discharge any water so that the water runs to waste out of any tap, pipe or other fixture within the park or at a community facility.
- (i) throw or place any lighted match, cigar, cigarette or similar thing or any burning substance.

#### **4.2 BEHAVIOR AND CONDUCT**

- a) Every person within a Park or Community Facility shall observe and obey all Federal and Provincial statutes, District bylaws, regulations, enactments and policies including without limitation all signs and posted notices.
- b) No person shall possess or consume liquor or alcoholic beverages within a Park or Community Facility without valid and legally required permits.
- c) No person shall enter any water in, on or adjoining any beach, swimming pool or wading pool unless such person is wearing a bathing suit or other appropriate swimwear.
- d) No person shall enter any water in, on or adjoining any beach or any swimming pool or wading pool if such person has a contagious or communicable disease.
- e) No person shall on any beach, or any swimming pool or wading pool, or in or on any water in, on or adjoining any park or beach disobey any command or order from any person duly authorized to give such command or order, including any manager of any pool or facility or any lifeguard.
- f) No person shall obstruct or cause to be obstructed, any official employee, agent or contractor of the District in the exercise of any of his lawful duties.
- g) No person shall ride, drive or lead any animal or drive or propel any vehicle in such a manner as to disturb the enjoyment of any person, or to cause injury or damage to any person, animal, park property, personal property, or natural park feature.
- h) No person shall conduct himself in a disorderly, dangerous or offensive manner.

- i) No person shall make or cause noises and sounds, including the playing of musical instruments, radios, tape players, compact disc players or similar devices or the operation of vehicles, which disturbs or tends to disturb the peace, quiet, enjoyment or comfort of persons in the vicinity.
- j) No person shall loiter or take up a temporary abode overnight in any park.
- k) No person shall ride a bicycle, except on roadways specifically designated for such use by way of signs or posted notice by the Director of Community Service or designate.
- l) No person shall ride, drive, or lead any horse, ride or park any vehicle or bicycle, roller skates or skate boards, or other means of travel unless the park or portion thereof has been specifically designated for such use.
- m) Other than park maintenance staff in the performance of their duties, no male person shall enter any portion of any bathhouse, change room, or rest room set apart for the use of female persons in or on any park, and no female person shall enter any portion of any bathhouse, change room or rest room set apart for the use of male persons in or any park.

#### **4.3 HOURS OF OPERATIONS**

No person shall:

- a) enter, occupy, or be present in any park for any purpose whatsoever during the hours when the Park is closed as indicated by sign or posted notice or where no hours are posted between the hours of 11 p.m. and 6 a.m. of the following day.
- b) at any time, camp within a motorhome, recreational vehicle, or vehicle of any type used for the purposes of contained living or camping in the Parks during the hours the Parks are closed.

#### **4.4 OTHER REGULATED ACTIVITIES**

4.4.1 Except as authorized by a permit issued pursuant to Section 3.1 of this bylaw, no person shall, in a park:

- (a) carry or discharge any firearms, or fireworks of any description or explode any combustible or other explosive materials’.
- (b) sell, expose or display for sale or exchange or barter any goods or materials, including food and refreshments.
- (c) conduct any business, or offer any service for a fee.

- (d) post, paint, affix, distribute, deliver, paint or publish any notice, advertisement, sign, placard or hand-bill of any kind whatsoever.
- (e) organize, conduct or participate in any special event or organized sport.
- (f) organize, conduct or carry on any public address or demonstration.
- (g) operate any amplifying system or loud speaker.
- (h) organize, conduct or participate in any film or videotape production
- (i) organize, conduct or participate in any film or videotape production.
- (j) drive, stop, park or operate any motor vehicle, other than in an area designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- (k) make, set, light, or keep lit a fire, including without limitation in or upon any beach except that fires are permitted in areas specifically designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.

4.4.2 Any person may conduct, hold or participate in any of the activities set out in Section 4.4.1 where such person is:

- (a) the holder of a valid and subsisting park permit issued under Section 3.1 of this bylaw; or
- (b) a participant in an activity for which a valid and subsisting park permit has been issued to another person under Section 3.1 of this bylaw.

#### **4.5 ANIMALS IN PARKS AND TRAILS**

4.5.1 No person shall in any park:

- (a) molest, disturb, frighten, or injure any animal; or
- (b) abandon any animal.

4.5.2 Every person owning or having the care, custody or control of any animal shall prevent that animal from:

- (a) being in an area in a park designated as a prohibited area for animals by way of signs or posted notice by the Director of Community Service or designate.

- (b) being anywhere in a park, unless the animal is securely held on a leash and under the direct and continuous charge of a person who is competent to control it.
- (c) swimming or entering in any body of water or being upon any ice in case such body of water is frozen.
- (d) causing any annoyance or disturbance or injuring any person or other animal in any park or trail.

4.5.3 Persons having custody, care or control of any dog shall be permitted to bring or have the dog in parks provided that the dog is kept under the immediate charge and control of that person and provided that the dog does not enter the following areas:

- (a) beaches between the 15<sup>th</sup> day of May and the 15<sup>th</sup> day of September in each year; and
- (b) groomed ski trails.

4.5.4 Every person owning or having the care, custody or control of a horse shall prevent that horse from being anywhere in a park, except in those areas specifically designated for such purpose by way of signs or posted notice by the Director of Community Service or designate.

4.5.5 Section 4.5.2(a) of this bylaw does not apply to any guide dog under the care, custody or control of a visually impaired person.

4.5.6 Any person who brings a dog into such a park shall remove from the park all excrement deposited in the park by the dog.

#### **4.6 GAMES**

4.6.1 No person shall play at any game whatsoever in any portion of any park, including without limitation:

- (a) any ball game, including baseball, volleyball, football or soccer
- (b) play golf or strike a golf ball
- (c) shoot an arrow or practise archery
- (d) throw lawn darts
- (e) throw horse shoes

except where such areas are designated for such use or uses by way of signs or posted notice by the Superintendent.

4.6.2 No person shall fly a motor-driven airplane, a hang-glider or any other aircraft, or take off or land such aircraft, in any portion of any park or trail, except where such areas are especially designed by way of sign or posted notice by the-Director of Community Service or designate.

#### **4.7     **MOTORIZED TRAFFIC****

Where in the opinion of the Director of Community Service or designate, and, subject to the Motor Vehicle Act, R.S.B.C.1996, c318, it is necessary for public safety and convenience, the Director of Community Service or designate may close any roadway, path or other area within any park to public use, and may limit the speed, weight, size, type or number of vehicles which may be operated on any roadway in any park.

#### **SECTION 5 - ENCROACHMENTS**

- a) No person shall encroach upon any lands within a Park or upon a Community Facility for his or her own purposes.
- b) No person shall erect, construct, build, occupy or cause to be erected, constructed, built or occupied, in any Park or at any Community Facility or on any boulevard any tent, trailer, mobile home, building, shelter, pavilion, or any other construction whatsoever– except with the prior written permission of the Council.
- c) The District may remove or cause to be removed from any park or any community facility any encroachment, temporary abode, tent, building, shelter, pavilion, structure or other construction whatsoever located within a park or at a community facility contrary to the provisions of this bylaw at the expense of the responsible person(s).

#### **SECTION 6 - PENALTY**

Every person who violates any provision of this bylaw or who suffers or permits any act or thing to be done in contravention or violation of any provision shall be guilty of an offence punishable on summary conviction and shall be liable to pay a fine not exceeding two thousand dollars (\$2,000) or imprisonment not exceeding six (6) months, or both.

#### **SECTION 7 – SEVERABILITY**

If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.



## **SECTION 8 - REPEAL**

The District of 100 Mile House Parks Bylaw No. 568, 1992 and amendments thereto are hereby repealed.

READ A FIRST, SECOND AND THIRD time this 21 day of November, 2017.

ADOPTED this 5<sup>th</sup> day of December, 2017.

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Mayor

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Clerk

**DISTRICT OF 100 MILE HOUSE**

**District of 100 Mile House Parks and Community Facilities Bylaw No. 1313, 2017**

**SCHEDULE "A"**

**APPLICATION FOR PARK USE PERMIT**

Name of Applicant: \_\_\_\_\_

(the "Applicant")

On behalf of (may be Applicant): \_\_\_\_\_

(the "Permittee")

Address of Permittee: \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_

Nature of Event or Activity: \_\_\_\_\_

(the "Event")

Number of Participants (Estimated): \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Time: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Location of Event: \_\_\_\_\_

(the "Permit Area")

Permit Area to be closed to free use by public? \_\_\_\_\_

The Permittee hereby applies to the District of 100 Mile House (the "District") for permission pursuant to District of 100 Mile House Parks Regulation Bylaw No.1313, 2017(the "Bylaw") to hold an 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 INVITES.**

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.

**Note: The applicant is aware that Centennial Park has an underground sprinkler system (it will be flagged for the event) and warrants to ensure that the system is not damaged.**

**DISTRICT OF 100 MILE HOUSE**

The return of this application to the Applicant, signed on behalf of the District of 100 Mile House will constitute the issuance of a Permit for the Event.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Event: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Applicant's Name

On behalf of Applicant

\_\_\_\_\_  
Signature of Permittee  
(If Corporate Society)

\_\_\_\_\_  
Print Permittee's Name

THIS PERMIT IS HEREBY ISSUED ON THE TERMS AND CONDITIONS ATTACHED.

DISTRICT OF 100 MILE HOUSE

\_\_\_\_\_  
Operations Supervisor

## **CENTENNIAL PARK RESERVATION**

**APPLICANT:**

**PERMITTEE:**

**NATURE OF THE EVENT:**

**NUMBER OF PARTICIPANTS:**

**DATE:**

**TIME:**

**LOCATION IN THE PARK:**

**SIGNED:**

### **OTHER SPECIFICS**

- **POWER REQUIRED:**
- **KEY REQUIRED:**
- **TYPE OF VEHICLES INCLUDED:**
- **ARE TENTS AND OTHER RELATED EQUIPMENT USED:**
- **IS WATER REQUIRED:**
- **OTHER:**

**DISTRICT OF 100 MILE HOUSE**  
**TERMS AND CONDITIONS OF EVENTS AND ACTIVITIES PERMIT**

**Interpretation**

1. Unless defined in this Permit, all terms in this application are to be interpreted in accordance with the bylaw.

**Fees**

2. The Permittee shall pay the following fees to the District for the event at the time of the application for the Permit:
  - (a) a non-refundable booking fee
  - (b) a refundable damage deposit

in accordance with the fees set out in the current Fees and Charges Bylaw. The fees shall be paid by cash or certified cheque made payable to the District of 100 Mile House.

3. The damage deposit shall be refunded to the Permittee if the District is satisfied that there has been no damage to the Park property and that the Permit area has been cleaned and restored. The Permittee agrees that if, after inspection, the District determines that repairs to the Permit area or any other area of a park are necessary after the event, the damage deposit will be forfeited by the Permittee and may be used by the District to effect the necessary repairs. In the case of recognized sports leagues, the damage deposit shall be refundable at the end of the applicable sports season.

**Term of Permit**

4. This Permit shall be issued only for the date and time set out on the application and shall expire in accordance thereof.

**Insurance**

5. If required by the District, the Permittee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, with an insurer and on terms satisfactory to the District. The District is to be included as a named insured when required. Prior to the issuance of this Permit, if so required, the Permittee shall deliver to the District evidence, in a form satisfactory to the District, that the Permittee has obtained comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.00 per accident or occurrence including \$2,000,000.00 for 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**

6. The Permittee hereby releases, indemnifies and saves harmless the District and its members of Council, officers, servants, agents, employees and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgments 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 or the Permittee, its directors, officers, employees, agents, contractors, subcontractors and others, or that would not have occurred but for the use or occupation of the Permit area by the Permittee or the Permittee's invitees.

## **Use of Permit Area**

7. The Permittee shall conduct the event in the Permit area only. No other lands or premises in a park may be used by the Permittee for the event.
8. 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 Operations Supervisor.
9. 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 not be conducted in a manner which is incompatible with public health, welfare, safety and recreation.
10. 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.
11. 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.
12. The Permittee shall not place any objects in or on any grass areas or fields without the prior written approval of the Operations Supervisor.
13. The Permittee shall leave all park property and natural park features in a neat, clean, tidy and undamaged condition. Failure to do so may result in an additional fee being levied for maintenance and repair, over and above forfeiture of the damage deposit. The Permittee, or its designated representatives, shall immediately report any damage to the park or Permit area to the Operations Supervisor.
14. The Permittee shall be responsible for ensuring that persons attending the event conduct themselves in an orderly manner and promptly comply with any instructions of any representative of the District in respect of the conduct of the event.
15. The Permittee represents and warrants that the event shall not include any violence, crime or disorderly conduct.
16. The Permittee shall be bound by all applicable bylaws, rules and regulations of the District as though the same rules and regulations were inserted in this Permit.

17. No person shall, in any park without prior approval from the Operations Supervisor:
- (a) light fires unless under close supervision;
  - (b) engage in games of chance;
  - (c) erect tents or structures of any kind;
  - (d) sell, advertise, announce or display goods, wares or merchandise or carry on any commercial activity; or
  - (e) use any loudspeaker or amplifying device.
18. The Operations Supervisor may accept reservations of specific areas in a park in accordance with the following terms:
- (a) applications for reservations shall be made at least seven days prior to the date for which the reservation is required.
19. If alcohol is to be served at an event, the following terms and conditions shall apply:
- (a) the Permittee shall obtain the approval of Council prior to obtaining a special occasion liquor license from the Royal Canadian Mounted Police;
  - (b) all alcoholic beverages shall be served within the Permit area in an area enclosed by a double fence with a minimum of six feet separating one fence from the other. The fencing shall be installed by staff of the District and the Permittee agrees to pay a fee of \$100 for this fencing;
  - (c) the Permittee shall ensure that the entrance(s) into the area in which alcohol is to be served is controlled at all times by a sober, responsible adult;
  - (d) the Permittee shall comply with all provisions of the British Columbia Liquor Control and Licensing Act and attendant regulations;
  - (e) if the event is to continue past dusk, the Permittee shall ensure that the area is properly illuminated by electrical lights.
20. The Permittee shall ensure that all vehicles are parked only in designated parking areas. Vehicle parking in other areas must be authorized in advance by the Operations Supervisor.
21. The Permittee must conduct the event so as not to interfere with normal traffic flow on roadways within the Park. No roadway closures shall be permitted unless the Permittee obtains the prior written permission of the Operations Supervisor.
22. The Permittee shall comply with all provincial and federal statutory requirements applicable to the Permittee and its employees, servants or agents, in conducting the event.

### **General**

23. The permission granted herein shall not be construed as creating an interest in land.

24. The Operations Supervisor 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.
25. The Permittee must conduct the event as described herein and shall not deviate from this description or the terms and conditions of this Permit without the prior written consent of the Operations Supervisor.
26. This Permit shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Permittee agrees to submit to the jurisdiction of the courts of British Columbia.
27. 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.
28. The Permittee shall immediately notify the Operations Supervisor of the District if the event is cancelled and the Permittee does not intend to use the Permit.

### **COVID-19 Expectations**

Bylaw No.  
1367,2020

The Permittee shall adhere to all COVID-19 guidelines that have been implemented as follows:

- a) Physical distancing of 2 meters is required at all times in all areas of the park and recreational trails as per posted signage.
- b) Parents are to decide whether or not their child should use the playground and/or water park
- c) Comply with the maximum number of people allowed at each picnic shelter and washrooms as per posted signage.