



Village of Kaslo

Neil Smith

**[VILLAGE OF KASLO CONSOLIDATED PARKS REGULATION
1162]**

Consolidated Bylaw prepared for Convenience Purposes Only

TABLE OF AMENDMENTS TO BYLAW 1162

| Bylaw | Amendment # | Date Adopted | Comments | Consolidation Update |
|-------|-------------------|----------------------------|--|-----------------------------------|
| 1191 | Schedule A | June 28 th 2016 | Schedule A rescinded and replaced | Created July 5 th 2016 |
| 1191 | Schedule B | June 28th 2016 | Schedule B rescinded and replaced | Created July 5th 2016 |
| 1191 | 1 (d), 1(t), 1(k) | June 28th 2016 | Definitional changes | Created July 5th 2016 |
| 1191 | 3 (d), 4(l) | June 28th 2016 | Motorized vehicles, Fees and Charges bylaw citation. | Created July 5th 2016 |

VILLAGE OF KASLO

BYLAW NO. 1162

**A BYLAW TO PROVIDE FOR THE REGULATION AND USE OF KASLO MUNICIPAL
CAMPGROUND AND MUNICIPAL PARKS**

WHEREAS the Council of the Village of Kaslo deems it advisable to regulate the use of its parks and municipal campground;

NOW THEREFORE the Council of the Village of Kaslo, 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 Village of Kaslo.
- (b) “Council” means the Council of the Village of Kaslo;
- (c) “Camper” means an individual who has registered with the Operator and paid the Camping Fee to camp at a Campsite;
- (d) “Camping Fee” means the fee imposed under the Village’s Fees and Charges bylaw.
- (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) “Operator” means any person appointed from time to time by Council to be the Operator 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 parks identified on Schedule “A” to this Bylaw, and any other areas of land set aside and designated for park use by the Village in its land use bylaws, including all bodies of water and beaches within;

(l) “Parks Committee” means a committee established by bylaw of the Village, 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 Village 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) “Village” means the Village of Kaslo;

(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 weddings, christenings and group picnics;

(q) “Special Event Permit” means a permit issued by the Village 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 Village and another party regarding the use and management of all or part of a park for special use purposes.

(t) “Designated Trails” means those trails and pedestrian infrastructure identified on Schedule “B” to this Bylaw, designated as a municipal trail by the Village and subject to the same regulations as Parks where applicable.

Park Committee

2. Council may establish a Parks Committee to oversee the administration and enforcement of this Bylaw, and where a Parks Committee is established to oversee one or more Parks, that Parks Committee will be authorized to advise the Chief Administrative Officer and Council for the purposes of administration of this Bylaw.

Camping Regulations

3.

(a) No person shall camp in any Park or public place except Kaslo Municipal Campground or overflow areas specifically authorized by Council for special events.

- (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 Operator by providing the Operator with their name, address, expected length of stay and by paying the Camping Fee to the Operator.
- (d) No person shall camp or place a Camping Unit in any Park unless that person has first paid to the Operator the Camping Fee for that Campsite, as set out in the Village's Fees and Charges 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 with special permission.
- (h) All persons occupying a Campsite shall leave the campsite no later than 11:00 a.m. on the day of their departure.
- (i) A person who is not registered with the Operator 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.

(l) Operate or drive motorized vehicles of any kind on Designated Trails or Park for the purpose of off-road recreation.

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(a) shall not apply to the designated dog beach area of Park adjacent to Vimy 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 Special Use Agreement; or

(b) a participant in an activity for which a valid and subsisting Special Event Permit or Special Use Agreement 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 Administrator, 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 Administrator 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 Administrator, 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 Administrator 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 Administrator 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 Village 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.

Public Conduct

17. No person in any Park shall:

- (a) behave in a disorderly, dangerous or offensive manner;
- (b) violate any bylaw, regulation, rule, Posted Notice, or direction of the Village or of the Operator; and
- (c) hunt or carry any loaded firearm or discharge any firearm of any kind.

Beaches, Fishing and Boating Activity

18. 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.

Village Staff and Contractors

19. This bylaw in no way restricts Village staff, appointed contractors or agents in conducting authorized maintenance, operational or capital project activities as required by the Village.

Severability

20. 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

21. 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.

22. This Bylaw may be cited as the “Kaslo Parks Regulation Bylaw No. 1162, 2014”.

23. This bylaw shall come into full force and effect upon January 1st 2015.

READ A FIRST TIME this 28th day of October 2014
READ A SECOND TIME this 28th day of October 2014
READ A THIRD TIME this 28th day of October 2014

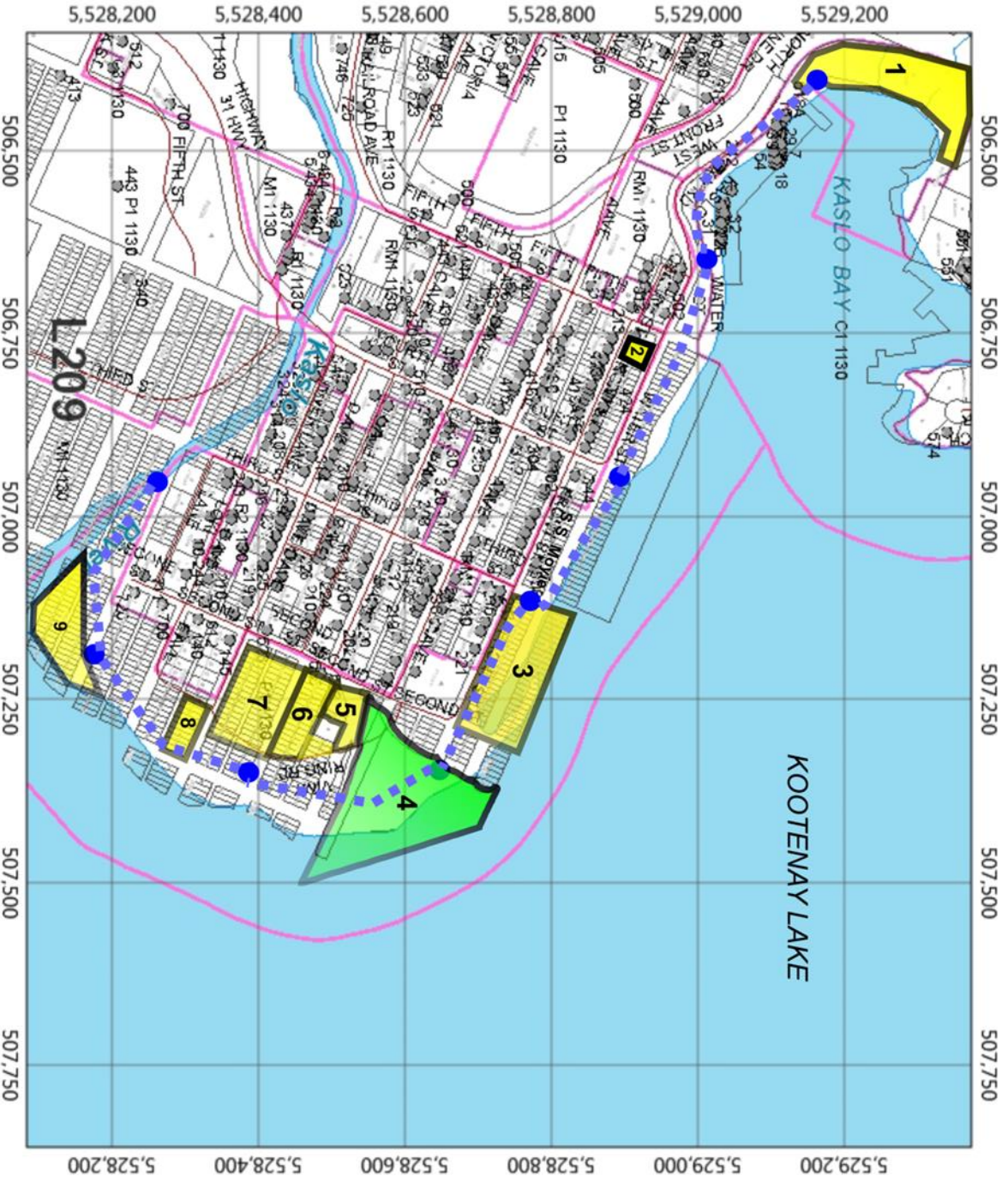
RECONSIDERED AND FINALLY ADOPTED THIS 12th day of November 2014

Mayor G. Lay

Chief Administrative Officer

Certified a true copy:

Chief Administrative Officer



Schedule "A"
Parks and Boundaries

Legend

- Civic Address
- Address Range
- Streams
- Cadastre / Property Lines
- Zoning
- Lakes (Mid Scale)

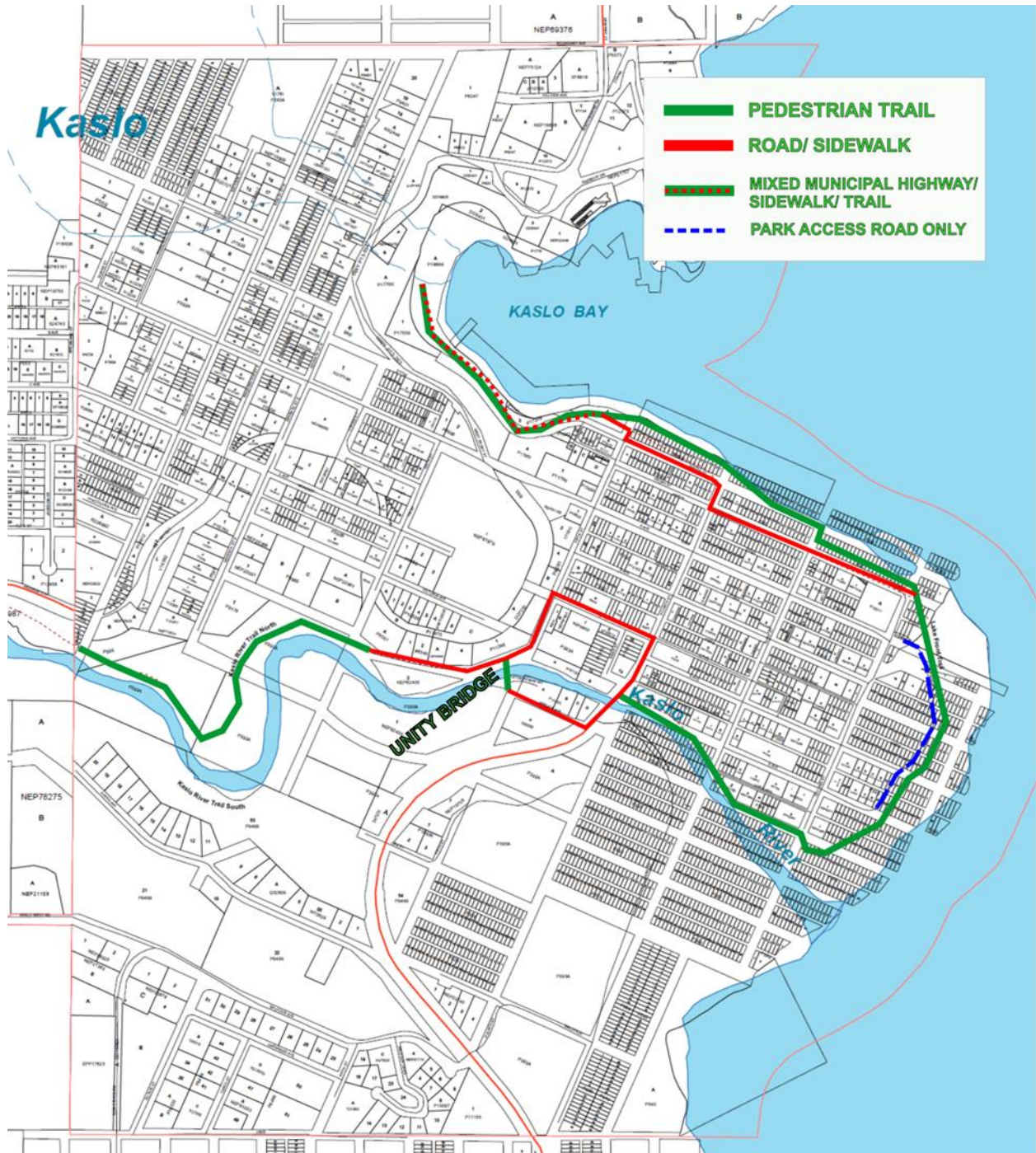
1. Kaslo Bay Park
2. Front Street Park
3. Moyie Beach
4. Logger Sports Grounds (Tenure)
5. Campground
6. Vimy Park
7. Baseball Park
8. Skate Park
9. Dog Beach

● Waterfront Trail juncture

Notes

Map Details
Boundaries are approximate.
Map only indicates defined parks, not all municipal property zoned as park.

SCHEDULE "B"



SCHEDULE "C"
Special Event Permit
(Section 8)

Permit No. _____

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 Village of Kaslo (the "Village") 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 Village of Kaslo 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)

_____)
Signature of Applicant

Address)

_____)
Applicant's Printed Name

Occupation)

)

)

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

VILLAGE OF KASLO, by its authorized signatory,

_____,
CHIEF ADMINISTRATIVE OFFICER

TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT

Specific Terms and Conditions

1. _____

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 Village.

Insurance

3. If required by the Village, 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 Village, including that the Village be a named insured. Prior to the issuance of this Permit, if so required, the Permittee shall deliver to the Village evidence, in a form satisfactory to the Village, 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 Village 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 Village.

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 Village.

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 Village 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 Village.

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;
- (b) The Permittee shall comply with all provisions of the British Columbia Liquor Control and Licensing Act and regulations as amended;
- (c) 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 Park. No roadway closures shall be permitted except as set out in this Permit.

17. The Park Operator or other person designated by the Village 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 endure 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 Village if the Event is cancelled and the Permittee does not intend to use the Permit.