



CULTUS LAKE PARK BOARD REGULAR MEETING AGENDA

WEDNESDAY, JUNE 19, 2019

7:00 PM

PARK OFFICE BOARDROOM

4165 Columbia Valley Highway, Cultus Lake, BC

(1) **CALL TO ORDER**

(2) **RESOLUTION TO PROCEED TO CLOSED MEETING (5:30 PM)**

***THAT** the meeting be closed to the public to consider matters pursuant to the following sections of the **Community Charter**:*

Section 90 (1), (d) security of the property of the municipality.

(3) **RECONVENE**

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(4) **APPROVAL OF AGENDA**

- (a) ***THAT** the Cultus Lake Park Board approve the Agenda for the Regular Meeting of June 19, 2019; and*

***THAT** all delegations, reports, correspondence and other information set to the Agenda be received.*

(5) **DELEGATION**

- (a) **Mice Concern – Cultus Lake Community Hall**
• Victoria Danielson, President Cultus Lake O.A.P.O. #164

(6) **ADOPTION OF MINUTES**

Page 5

- (a) ***THAT** the Cultus Lake Park Board adopt the minutes of the Regular Meeting held on May 15, 2019.*

(7) **FINANCE**

Page 13

- (a) **2018 Statement of Financial Information**
• Report dated June 19, 2019 from Erica Lee, Chief Financial Officer

***THAT** the report dated June 19, 2019 from the Chief Financial Officer regarding the 2018 Statement of Financial Information be approved and that the report be placed on the Cultus Lake Park website.*

(8) CORRESPONDENCE

(a) Pickle Ball – Request for Tennis Court lines

Page 21

- Letter dated May 7, 2019 from Richard Bosnell, Resident

(9) BYLAWS

(a) Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and related Bylaws

Page 25

- Report dated June 19, 2019 from Bonny Bryant, Chief Administrative Officer

(b) Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019

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Page 57

- Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019
- Schedule B – Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry Agreement

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.*

(c) Cultus Lake Park Administrative Fees Bylaw No. 1141, 2019

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- Cultus Lake Park Administrative Fees Bylaw No. 1141, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Administrative Fees Bylaw No. 1141, 2019.*

(d) Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019

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- Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019.*

(e) Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019

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- Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019.*

(f) Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019

Page 95

- Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019.*

(g) Cultus Lake Park Littering Bylaw No. 1145, 2019

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- Cultus Lake Park Littering Bylaw No. 1145, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Littering Bylaw No. 1145, 2019.*

- Page 103 (h) **Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019**
- Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019.

- Page 107 (i) **Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019**
- Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019.

- Page 115 (j) **Cultus Lake Park No Smoking Bylaw No. 1148, 2019**
- Cultus Lake Park No Smoking Bylaw No. 1148, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park No Smoking Bylaw No. 1148, 2019.

- Page 119 (k) **Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019**
- Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019.

- Page 125 (l) **Cultus Lake Park Special Event Bylaw No. 1150, 2019**
- Cultus Lake Park Special Event Bylaw No. 1150, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Special Event Bylaw No. 1150, 2019.

- Page 135 (m) **Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019**
- Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019.

- Page 153 (n) **The Cabins at Cultus Lake Park Bylaw No. 1152, 2019**
- The Cabins at Cultus Lake Park Bylaw No. 1152, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019.

- Page 163 (o) **Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019**
- Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019.

- Page 171 (p) **Cultus Lake Parking and Traffic Regulation Bylaw No.1154 ,2019**
- Cultus Lake Parking and Traffic Regulation Bylaw No.1154, 2019

***THAT** the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019.*

(10) REPORTS BY STAFF

- Page 183 (a) **Purchase of 4169 Columbia Valley Highway**
- Report dated June 19, 2019 from Bonny Bryant, Chief Administrative Officer

***THAT** the Cultus Lake Park Board receive the report regarding the purchase of 4169 Columbia Valley Highway for information.*

- Page 185 (b) **Buoy Moorage**
- Report dated June 19, 2019 from Dave Driediger, Manager of Park Operations

***THAT** the Cultus Lake Park Board direct the Chief Administrative Officer to make allowance for the addition of names on buoy registration provided that only immediate family member names be added to buoy registration.*

- Page 187 (c) **Release of Closed Meeting Resolutions**
- Report dated June 19, 2019 from Rachel Litchfield, Executive Assistant

***THAT** the following Closed Meeting Resolutions be released at the June 19, 2019 Regular Board meeting:*

May 15, 2019
IC 4004-19

***THAT** the Cultus Lake Park Board refer the Shoreline Erosion Assessment report to the Environmental and Public Areas Committee for review and recommendations.*

May 15, 2019
IC 4005-19

***THAT** the Cultus Lake Park Board refer the Goose Management report to the Environmental and Public Areas Committee for review and recommendations.*

(11) REPORTS BY COMMISSIONERS

- Page 189 (a) **Fraser Valley Regional District – Area H Evacuation Route**
- May 24, 2019, Area H Evacuation Route Planning Workshop Agenda
 - Verbal update from Commissioner Payeur

(12) PUBLIC QUESTION PERIOD

(13) ADJOURNMENT

***THAT** the Regular Meeting of the Cultus Lake Park Board held on June 19, 2019 be adjourned.*



CULTUS LAKE PARK BOARD REGULAR MEETING MINUTES

Wednesday, May 15, 2019
CULTUS LAKE PARK OFFICE BOARDROOM
4165 Columbia Valley Highway, Cultus Lake, BC

Present Commissioner J. Lamb – Chair
Commissioner D. Bauer – Vice Chair
Commissioner D. Renwick
Commissioner L. Payeur
Commissioner C. Smit

Staff Chief Administrative Officer – B. Bryant
Manager of Finance – E. Lee
Manager of Park Operations – D. Driediger
Acting Manager of Visitor Services, Accommodations and Bylaw Enforcement – J. Spencer
Executive Assistant – R. Litchfield

Absent

(1) **CALL TO ORDER**

The Chair called the meeting to order at 4:06 pm.

(2) **RESOLUTION TO PROCEED TO CLOSED MEETING**

4376-19 ***THAT the meeting be closed to the public to consider matters pursuant to the following sections of the **Community Charter**:***
Section 90 (1), (d) security of the property of the municipality; and
Section 90 (1), (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment; and
Section 90 (1), (g) litigation or potential litigation affecting the municipality.

(3) **RECONVENE**

The meeting reconvened at 7:03 pm.

(4) **APPROVAL OF AGENDA**

4377-19 Moved by: Commissioner Renwick Seconded by: Commissioner Smit

THAT the Cultus Lake Park Board approve the Agenda for the Regular Meeting of May 15, 2019; and

THAT all delegations, reports, correspondence and other information set to the Agenda be received.

CARRIED

(5) **DELEGATION**

2018 Financial Statements

Sean Reid of KPMG presented the 2018 Audited statements and provided a brief report on the 2018 Audit findings. The report noted that there were no issues identified.

(6) **ADOPTION OF BOARD MINUTES**

4378-19 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

- (a) ***THAT the Cultus Lake Park Board adopt the minutes of the Regular Meeting held April 17, 2019.***

CARRIED

4379-19 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

- (b) ***THAT the Cultus Lake Park Board adopt the minutes of the Special Regular Electronic Meeting held on April 25, 2019.***

CARRIED

(7) **ADOPTION OF COMMITTEE MINUTES**

4380-19 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

- (a) ***THAT the Cultus Lake Park Board receive the minutes of the Operational and Financial Core Review Committee held on March 27, 2019.***

CARRIED

4381-19 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

THAT the Cultus Lake Park Board receive the minutes of the Operational and Financial Core Review Committee held on April 30, 2019.

CARRIED

(8) **FINANCE**

(a) **2018 Draft Financial Statements**

- Report dated May 15, 2019 from Erica Lee, Chief Financial Officer

4382-19 Moved by: Commissioner Renwick Seconded by: Commissioner Smit

THAT the report from the Manager of Finance regarding the 2018 DRAFT Financial Statements be received; and

THAT the 2018 Financial Statements be approved.

CARRIED

(9) **CORRESPONDENCE**

(a) **Cultus Lake Business Association**

- Letter dated April 25, 2019 from Bob McCrea, Administrative Officer, Cultus Lake Business Association regarding Changes to the *Cultus Lake Park Act*.

(b) **Cultus Lake Business Association**

- Letter dated April 25, 2019 from Bob McCrea, Administrative Officer, Cultus Lake Business Association regarding Parmenter Sign

(c) **Cultus Lake Aquatic Stewardship Strategy**

- Email dated April 15, 2019 from Christina Toth, Fraser Basin Council, Assistant Regional Manager, Fraser Valley, Cultus Lake Aquatic Stewardship Strategy

(d) **Fraser Valley Regional District – Area H OCP Amendment**

- Area H OCP Information Sheet and Open House Banner Ad

(e) **Fraser Valley Regional District – Wood Stove Exchange**

- Wood Stove Exchange Program Brochure

(10) **CONSENT AGENDA**

(a) **First Quarter Reports**

- Finance
- Lions Parking
- Public Works
- Campground and Cabins
- Bylaw Compliance and Enforcement
- Fire Department
- Lease Assignment

4383-19 Moved by: Commissioner Bauer Seconded by: Commissioner Payeur

***THAT** the Cultus Lake Park Board receive the 2019 First Quarter reports for information.*

CARRIED

(11) **STAFF REPORTS**

(a) **Paddling Parking Pass Report**

- Report dated May 15, 2019 from Dave Driediger, Manager of Park Operations

4384-19 Moved by: Commissioner Smit Seconded by: Commissioner Bauer

***THAT** the Cultus Lake Park Board direct the Chief Administrative Officer to extend the provisions of paddling parking passes to allow for additional parking prior to 10:00 am on weekends and statutory holidays.*

CARRIED

Commissioner Renwick requested that staff advise the Paddle Group that this item will come back to the Board with a report at the end of the season for further review. 007

(b) **Cultus Lake Community School Grade 4/5 Event**

- Report dated May 15, 2019 from Paul Holman, Special Events Coordinator

4385-19 Moved by: Commissioner Payeur Seconded by: Commissioner Bauer

***THAT** the event NOT be considered a “Special Event” and the organizer NOT be required to submit a Special Event Application;*

This means:

- ***THAT** the Special Event Application Fee of \$100 is not applicable;*
- ***THAT** the Rental Fee for 0-100 people of \$100 is not applicable;*
- ***THAT** the Refundable Security Deposit of \$1,000 is not applicable;*
- ***THAT** the Board be provided with a 5 Million Dollar Insurance Liability coverage; and*
- ***THAT** parking fees for Parking Lot A and Lot B be waived for up to 15 parent volunteer vehicles from 8 a.m. - 2:30 p.m. on June 6, 2019.*

CARRIED

(c) **Lions Cultus Lake Pike Minnow Derby**

- Report dated May 15, 2019 from Paul Holman, Special Events Coordinator

4386-19 Moved by: Commissioner Smit Seconded by: Commissioner Bauer

***THAT** the Cultus Lake Park Board waive the parking fees for Parking Lot A for any Lions Cultus Lake Pike Minnow Derby participant for the entire day if they park in the lot prior to 9:00 a.m. on June 15, 2019;*

***THAT** the Cultus Lake Park Board permit one small van to park and camp on Main Beach on the sand near Gazebo B from 9 p.m. on June 14, 2019 to 5 a.m. on June 15, 2019 for security purposes;*

***THAT** the Cultus Lake Park Board permits the Lions Cultus Lake Pike Minnow Derby to operate a concession stand/area at Main Beach on June 15, 2019.*

CARRIED

(d) **Cultus Lake Community School’s Beach Day**

- Report dated May 15, 2019 from Paul Holman, Special Events Coordinator

4387-19 Moved by: Commissioner Payeur Seconded by: Commissioner Bauer

***THAT** the event NOT be considered a “Special Event” and the organizer NOT be required to submit a Special Event Application;*

This means:

- ***THAT** the Special Event Application Fee of \$100 is not applicable;*
- ***THAT** the Rental Fee for 200+ people of \$500 is not applicable; and*
- ***THAT** the Refundable Security Deposit of \$1,000 is not applicable.*

CARRIED

(e) **Cultus Lake Day**

- Report dated May 15, 2019 from Paul Holman, Special Events Coordinator

4388-19 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

THAT the Cultus Lake Park Board approve a pancake breakfast at the Cultus Lake Fire Hall from 8:30 a.m. to 10 a.m. on June 22, 2019, as approved in previous years;

THAT the Cultus Lake Park Board approve the need to NOT register license plates for free parking for parade floats and parade vehicles in the Plaza Parking Lot, near the barn, from 9:30 a.m. to 11:15 a.m. on June 22, 2019;

THAT the Cultus Lake Park Board approve a parade from 11 a.m. to 12 p.m. on June 22, 2019, beginning from Sunnyside Boulevard (at Lakeside Beach Club), to 1st Avenue, and ending at Sunnyside Boulevard (at Lakeside Beach Club);

THAT the Cultus Lake Park Board approve free parking in Lot D for up to 100 parade participants from 9 a.m. to 11 p.m. on June 22, 2019;

THAT the Cultus Lake Park Board approve Cultus Lake Park Commercial Leaseholder food vendors and non-leaseholder food vendors to serve the public at the Main Beach grassy area from 11:30 a.m. to 9:30 p.m. on June 22, 2019;

THAT the Cultus Lake Park Board approve a beverage garden at the Main Beach grassy area from 11:30 a.m. to 9:30 p.m. on June 22, 2019;

THAT the Cultus Lake Park Board approve a children's fun area at the Main Beach grassy area from 11:30 a.m. to 4:30 p.m. on June 22, 2019;

THAT the Cultus Lake Park Board approve pony rides at the Main Beach area from 1 p.m. to 5 p.m. on June 22, 2019; and

THAT the Cultus Lake Park Board approve fireworks at Main Beach for approximately 15 to 30 minutes between 10 p.m. and 11 p.m. on June 22, 2019.

CARRIED

(12) **REPORTS BY COMMISSIONERS**

(a) **Recommendations from the Operational and Financial Core Review Committee**

- Report dated May 15, 2019 from David Renwick, Chair, Operational and Financial Core Review Committee

4389-19 Moved by: Commissioner Renwick Seconded by: Commissioner Payeur

THAT the Operational and Financial Core Review Committee request the Cultus Lake Park Board to direct the Chief Administrative Officer to refer the Commercial Leases of Main Beach Boat Rentals, Cultus Lake Marina and Rentals, Frostys and Ministry of Forests for a legal opinion on Landlord responsibilities regarding building and infrastructure maintenance;

THAT the Operational and Financial Core Review Committee request the Cultus Lake Park Board to direct the Chief Administrative Officer to compile an inventory of the Plaza building and infrastructure based on the Commercial Leases references to Landlord responsibilities;

THAT the Operational and Financial Core Review Committee request the Cultus Lake Park Board to direct the Chief Administrative Officer to investigate the cost to hire a Commercial Inspector to assess the condition and maintenance requirements of the compiled inventory of the Plaza building and infrastructure; and

THAT the Operational and Financial Core Review Committee request the Cultus Lake Park Board to direct the Chief Administrative Officer to confirm that the New York Corned Beef Connection installed a ventilation system for their commercial oven, as per their lease.

CARRIED

The Board directed the Chief Administrative Officer to proceed with this work in the fall and report back to the Operational and Financial Core Review Committee.

(13) PUBLIC QUESTION PERIOD

Q: Len Marston, Park Drive – Inquired if the Board has any further information regarding the Star Nation Canoe Club storage. He noted that the area in general appears to be unorganized as there are many canoes, boats, and boat pieces laying around the area. He further noted that there is still a sewer smell in the campground that he and other neighbors could recently smell.

A: Chair Lamb noted that at this time there are no arrangements for the canoe storage area. He also noted that the FVRD has been notified regarding the odor concern and that they are looking at a solution to the problem. Chair Lamb also noted that the sewer is now connected to the community septic field and that he was under the understanding that this had been corrected.

Q: Brad Shears, Lakeshore Drive – Inquired as to whether or not there will be “No Smoking” signs placed in the park or on the beach? He noted that he has noticed that people walk across the foot bridge to sit at the picnic table to smoke and then return to the beach. He asked if a sign could be placed on the bridge. He asked for clarification on contact numbers for both RCMP non-emergency line and Bylaw Enforcement.

A: Chair Lamb noted that in previous years staff have been passive with the No Smoking Bylaw and this year we have two new bylaw enforcement staff. Staff have been instructed to coach and direct first and if need be fine those in violation. He noted that the RCMP non-emergency line is 604-792-4611 and Bylaw Enforcement is 604-858-5298.

Q: Bob McCrea, Lakeshore Drive - Inquired if the Bylaw Enforcement contact number 604-858-5298 is still active?

A: Chair Lamb clarified that the number is in use for Bylaw Enforcement and security related questions are to be referred to the RCMP.

Q: Andrew Steunenbergh, Manager of Cultus Lake Waterpark – Inquired about people that are going into high risk areas such as forests or trails, and if there is a plan for a controlled smoking area to prevent situations that may arise.

A: Chair Lamb and Commissioner Renwick noted that this had been discussed in the past as to whether or not to allow areas that permit smoking. The Board's decision is that the Park will remain a smoke free Park. Residents are allowed to smoke on their properties and visitors are allowed to smoke in their vehicles however, our Bylaw Enforcement staff will now be enforcing this bylaw.

Q: Bob McCrea, Lakeshore Drive - Noted that he had heard that a resident dog fell ill from eating some type of paraphilia left on one of the local pathways.

Q: Rick Williamson, First Avenue – Inquired as to whether or not there will be fine increases with the recent changes to enforcement.

A: Chair Lamb noted that the bylaws will be presented at the Board meeting in June. He noted that they will be presented in conjunction with new updates and fines. The Board's rewrite of the bylaws and applicable fines are needed to become members of the adjudication system. The Board is hoping that the fines will be seen as a deterrent as opposed to the need to collect them however, they are not opposed to issuing fines pending the circumstance.

Q: Connie Cross, Birch Street – Inquired as to what time the RCMP will be working? She inquired if the cameras are working at the kiosk and noted that sign is sitting on the ground.

A: Chair Lamb noted that he is unable to disclose that information as it would be publishing it to criminals. There will be a significant RCMP presence here at the lake. No other place than Cultus Lake has dedicated RCMP officers for their community. He noted that the gatehouse will not be manned this year however, the cameras are working. There are two public beaches in the areas as well as a commercial business, community school and a church and gating off the residential area would not be a suitable option.

(14) **ADJOURNMENT**

4390-19 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

***THAT** the Regular Meeting of the Cultus Lake Park Board held on May 15, 2019 be adjourned 7:54 pm.*

CARRIED

I hereby certify the preceding to be a true and correct account of the meeting of the Cultus Lake Park Board held May 15, 2019.

Joe Lamb
Chair

Bonny Bryant
Chief Administrative Officer



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: June 19, 2019 **FILE:**

SUBMITTED BY: Erica Lee, Chief Financial Officer

SUBJECT: 2018 Statement of Financial Information

PURPOSE:

To provide the Board with the 2018 Statement of Financial Information report for approval.

RECOMMENDATION:

***THAT** the report dated June 19, 2019 from the Chief Financial Officer regarding the 2018 Statement of Financial Information be approved and that the report be placed on the Cultus Lake Park website.*

DISCUSSION:

For typical local governments, Section 376 of the *Local Government Act*, Section 168 of the *Community Charter* and Section 2 of the *Financial Information Act* (FIA) require that a statement of financial information for the previous year be prepared and presented to the Board by June 30th. In addition, the 2019 amendments to The *Cultus Lake Park Act* include a revision to Section 17(3). This section now states that "Section 168 [reporting of council remuneration, expenses and contracts] of the *Community Charter*, as it applies to the council of a municipality, applies to the board. Therefore, a schedule of remuneration, allowances and expense paid to board members for the purposes of carrying out their duties in office is now required. While the remaining components of the statement are not required, historically Cultus Lake Park Board has followed these provisions in the interest of financial transparency.

The Statement of Financial Information includes a number of components:

- a schedule of remuneration, allowances and expenses paid to board members for the purpose of carrying out the duties of office;
- a schedule of remuneration and expenses paid to employees earning more than \$75,000, along with a consolidated total of all remuneration paid to all other employees;
- a schedule listing all suppliers paid more than \$10,000 (lower standard than required in FIA), along with a consolidated total of all payments made to suppliers for goods and services;
- a schedule of guarantee and indemnity agreements entered into;
- a schedule of severance agreements initiated in the year; and
- a schedule itemizing the total employer contributions to Employment Insurance and Canada Pension Plan.

STRATEGIC PLAN:

This report does not impact the Board's Strategic Plan Initiative.

Prepared by:



Erica Lee, CPA, CA
Chief Financial Officer

Approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer



Statement of Financial Information

2018

Cultus Lake Park

Schedules of Financial Information Pursuant to the Financial Information Act for the Year Ended December 31, 2018

GUARANTEE & INDEMINITY AGREEMENTS: 2018

No agreements existed in 2018

SEVERANCE AGREEMENTS: 2018

There were no severance agreements under which payment commenced between Cultus Lake Park and its non-unionized employees in 2018.

EMPLOYER'S PORTION OF EMPLOYMENT INSURANCE AND CANADA PENSION

Employer's total CPP \$66,860.32
total EI \$32,731.99

Prepared pursuant to the Financial Information Regulations, Schedule 1, Sections 5 and 6 (6), (7) and (8).

CULTUS LAKE PARK

Schedule of Payments to Suppliers of Goods and Services over \$10,000 For the Fiscal Year Ended December 31, 2018

Vendor	Amount
ACADEMY PAINTING	\$ 29,237.78
ADAMS EXCAVATING	13,096.13
AHA CREATIVE STRATEGIES INC.	55,444.58
AON REED STENHOUSE INC	167,270.00
ASSOCIATED FIRE SAFETY	24,284.92
AXIS SYSTEMS GROUP INC.	124,582.25
BC HYDRO	136,373.91
CANEX BUILDING SUPPLIES LTD	11,685.89
CASCADE ROOFING & EXTERIORS INC.	50,162.70
CITIWEST CONSULTING LTD.	25,468.88
CITY OF CHILLIWACK	48,179.71
COMMISSIONAIRES	327,707.10
CUPE LOCAL 458	16,451.32
CUSTOM TANK SERVICES LTD.	20,434.91
DENNIS PALMER	12,008.85
FARRIS VAUGHAN WILLS & MURPHY LLP	40,520.86
FORTINS SUPPLY LTD	28,119.50
FORTIS BC	14,518.57
FRASER VALLEY REGIONAL DIST	384,478.91
GESCAN	10,251.08
GIDNEY SIGNS INC.	10,429.44
I C B C	25,257.00
IMPERIAL OIL	24,560.08
JORDAIR COMPRESSORS INC.	38,555.11
JUSTAMERE VENTURE LTD	35,698.22
KELMOR ENTERPRISES LTD	29,745.25
KPMG LLP	21,683.55
KRAHN PLUMBING & HEATING LTD.	19,652.73
LIONS PARKING	82,192.12
MCRAE'S SEPTIC TANK SERVI	130,561.23
M DICKEY & SONS LTD	14,588.30
M & H MACHINERY LTD	15,439.55
MILLS OFFICE PRODUCTIVITY	10,951.04
MINISTER OF FINANCE	16,540.15
MINISTER OF FINANCE - MSP	12,937.50
MUNICIPAL PENSION PLAN	205,745.58
MYRIAD INFORMATION TECHNOLOGY	55,421.14
PACIFIC BLUE CROSS	104,630.37
PIONEER BUILDING SUPPLIES LTD	10,884.68

Vendor	Amount
PRAIRIECOAST EQUIPMENT	78,392.27
RAINBOW COUNTRY IRRIGATION LTD	21,546.00
RECEIVER GENERAL (GST)	109,369.24
RECEIVER GENERAL FOR CANADA-PAYROLL	140,687.54
RICOH CANADA LTD.	13,264.53
RIM TREE SERVICES LTD.	11,864.38
RITE-WAY FENCING (1999) INC.	12,068.70
ROCKY MOUNTAIN PHOENIX	34,552.12
ROLLINS MACHINERY LIMITED	56,295.75
SHAW CABLE	17,898.32
SUPREME PAVING LTD.	28,087.50
TELUS COMMUNICATIONS	12,400.67
TELUS MOBILITY	12,090.10
UNIVERSAL APPRAISAL CO. LTD.	13,456.77
URBAN JANITORIAL SUPPLIES LTD.	11,683.06
VALLEY WASTE & RECYCLING INCORPORATED	216,574.92
WFR WHOLESALE FIRE & RESCUE LTD	14,665.54
WORKSAFE BC	18,844.83
	\$ 3,229,493.13
Consolidated total of suppliers receiving \$10,000 or less	\$ 595,861.63
Total payments to suppliers of goods and services	\$ <u>3,825,354.76</u>

The schedule of payments to suppliers is reported on a cash basis and totals will therefore differ from expenses in the consolidated financial statements which are reported on an accrual basis, resulting in timing differences.

Pursuant to Financial Information Regulations, Schedule 1, Section 7

Statement of Financial Information Approval

The undersigned represents the Board and Management of Cultus Lake Park, which at the June 19, 2019 meeting of the board, approved the statements and schedules included in the 2018 Statement of Financial Information, pursuant to the *Financial Information Act*.

Joseph Lamb
Chair

Erica Lee, CPA, CA
Chief Financial Officer

Date

Date

CULTUS LAKE PARK

Gross remuneration paid to Commissioners in 2018

Paid to		Amount	Other Expenses
BAUER, Darcy	January - December	\$ 10,710.00	\$ 337.88
	Communications Expense	1,200.00	
	Total Wages and Communications Expense	\$ 11,910.00	\$ 337.88
LAMB, Joseph	January - December	\$ 13,974.00	\$ 2,942.00
	Communications Expense	1,200.00	
	Total Wages and Communications Expense	\$ 15,174.00	\$ 2,942.00
PAYEUR, Lawrence	January - December	\$ 9,996.00	2,931.29
	Communications Expense	1,200.00	
	Total Wages and Communications Expense	\$ 11,196.00	\$ 2,931.29
RENWICK, David	January - December	\$ 9,996.00	221.25
	Communications Expense	1,200.00	
	Total Wages and Communications Expense	\$ 11,196.00	\$ 221.25
SMIT, Casey	January - December	\$ 1,499.40	\$ -
	Communications Expense	-	
	Total Wages and Communications Expense	\$ 1,499.40	\$ -
TURCASSO, Rosanna	January - December	\$ 8,496.60	\$ 3,070.62
	Communications Expense	1,200.00	
	Total Wages and Communications Expense	\$ 9,696.60	\$ 3,070.62
Total remuneration and expenses for Commissioners		\$ 59,172.60	\$ 9,503.04

Staff salaries over \$75,000.00

		(Note 1)	
BICKLEY, Bryan	Landscaper (seconded to CUPE Union)	\$ 76,975.76	\$ -
BRYANT, Bonny	Chief Administrative Officer	87,177.40	5,163.15
DRIEDIGER, David	Manager of Park Operations	81,280.80	1,610.21
GEHMAN, Regan	Public Works - Supervisor	77,097.85	2,246.36
RIDLEY, Kelly	Deputy Corporate Officer (Acting CAO for 5 months)	84,737.62	4,062.65
Subtotal		\$ 407,269.43	\$ 13,082.37
Consolidated total of other employees earning less than \$75,000		\$ 1,298,494.78	\$ 11,234.73
Total Remuneration and Expenses for Employees		\$ 1,705,764.21	\$ 24,317.10

Note 1: includes taxable benefits for MSP, Life Insurance, AD&D

Prepared pursuant to Financial Information Regulations, Schedule 1, Sections 6(2), (3), (4), (5) and (6).

Richard Bosnell

Cultus Lake, BC
V2R 5A2

May 7, 2019

Cultus Lake Park
Board Directors

Ladies and Gentlemen

I have noticed over the years that the tennis courts at the lake have had minimal, if any, upgrades and usage .

I would like to propose that the park board directors give some thought to have pickle ball regulation court lines placed on the tennis courts. The new lines would not obliterate, run over or otherwise interfere with the present regulation tennis court lines.

Pickleball, as some of you might know, is becoming very popular particularly with retired tennis players and seniors in general.

The Chilliwack Pickleball Club now has well over 250 members with many new players showing up for free lessons on Tuesday mornings at The Landing in Chilliwack.

Some attempt had been made this last fall/winter to setup courts in the local school gymnasium, but size restrictions re court size and the fact that the rear court lines came within 3 feet of the back wall in my opinion, made it too dangerous to play.

I do understand playing pickle ball on an outdoor court would involve a season of approximately four months but be assured if you paint it, they will come.

My sense here is, why not approve this proposal. The result should be an increased use of a very under utilized space.

I have attached a diagram of a standard Pickleball court for your information.

Yours truly,


Richard Bosnell

Attachment - 1

SECTION 1 – THE GAME

Pickleball is a paddle sport played using a special perforated ball on a 20-foot-by-44-foot court with a tennis-type net. The court is divided into right/even and left/odd service courts and non-volley zones. See Figure 2-1.

The ball is served diagonally across the net to the opponent's service court using an underhand motion. The ball is struck back and forth across the net until a player fails to return the ball in accordance with the rules. Points are scored only by the serving side, when the server or the server's team wins the rally, or the opposing side commits a fault. The server continues to serve, alternating service courts, until the serving side loses the rally or commits a fault.

Typically, the first side scoring 11 points and leading by at least a 2-point margin wins. For example, if both sides are tied at 10 points, then play continues until one side wins by 2 points.

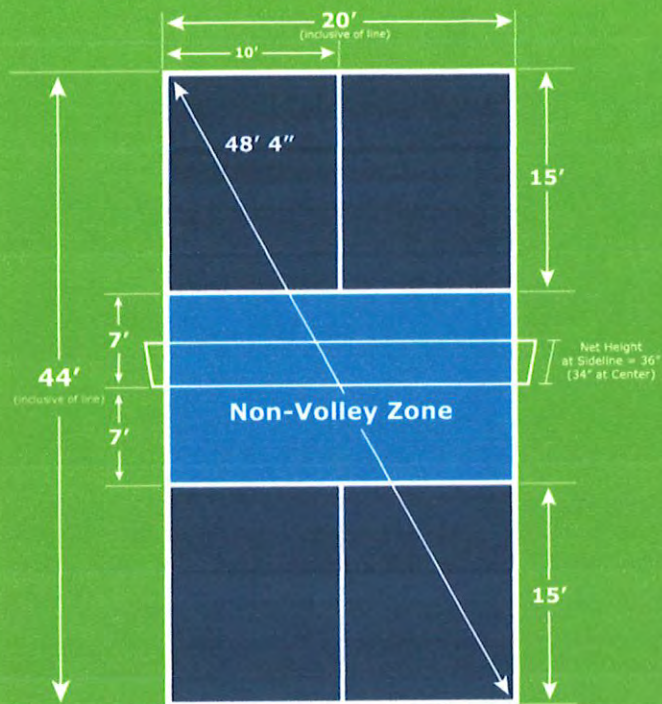
Pickleball can be played as singles or doubles. Doubles is the most popular.

UNIQUE FEATURES

Two-Bounce Rule. After the ball is served, each side must make one groundstroke prior to volleying the ball.

Non-Volley Zone (NVZ). An area that extends 7 feet from the net on each side, within which a player is not allowed to strike the ball without it first bouncing.

OFFICIAL PICKLEBALL COURT



sports imports

AT THE CENTER OF EVERY CHAMPIONSHIP





CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: June 19, 2019 **FILE:** 3900

SUBMITTED BY: Bonny Bryant
Chief Administrative Officer

SUBJECT: Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and related Bylaws

PURPOSE:

The purpose of this report is to provide the Board with a copy of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and related Bylaws for approval.

RECOMMENDATION:

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Administrative Fees Bylaw No. 1141, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Littering Bylaw No. 1145, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park No Smoking Bylaw No. 1148, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Special Event Bylaw No. 1150, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019.

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019.

DISCUSSION:

Staff had been asked to pursue enrollment in the Bylaw Notice Enforcement Regulation under the *Local Government Bylaw Notice Enrollment Act* to practice bylaw adjudication. The City of Chilliwack Council has agreed and Upper Fraser Valley Adjudication Registry Agreement had been entered into effective July 1, 2019.

Part of the process was to take all the fines from applicable Cultus Lake Bylaws and put them into one bylaw which staff has titled the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

Attached is the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 for the Boards approval.

The remainder of the bylaws have been amended by removing the fines from the body of the bylaw as well as cleaning up some of the bylaws in the following manner:

- The preamble for the bylaws have been updated based on the recent changes to the *Cultus Lake Park Act*. Staff has added the following wording to the preamble of the bylaws:

“and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.”

- The Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019 contained Section 3.7 – Right to Dispute. This section has been removed from this and any other bylaw that contained it as all the bylaws contain a preamble clause which states that fines and provisions for enforcement are covered under the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

“Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw (Note: If there is a fee) and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019”.

- Management of Public Areas Bylaw No. 1146, 2019 – in section 3.11 it refers to a person discharging a firearm within the boundaries of the Park and 3.12 stated no person will have in their possession, except at their place of residence, any firearm. A Bylaw Notice should not be used in these instances as it should be handled by the RCMP. The sections will remain in the bylaw but no fines have been put into the Bylaw Notice Enforcement Bylaw.
- The bylaws have been amended by updating bylaw numbers referred to within a main bylaw and adding in the applicable Schedule number from the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 - Schedule A table. For instance, in the Sunnyside Campground Bylaw it refers to the Cultus Lake Park Animal Control Bylaw, the Burning Conditions, Restrictions and Fire Ban Bylaw and the Boating and Foreshore Bylaw. All of these bylaw numbers have been updated with the new bylaw numbers.
- Staff have amended the Burning Conditions, Restrictions and Fire Ban Bylaw by adding the words “six (6) inches (15 cm)” in height” to Section 3.5 so the sentence reads - Flames must be kept low six (6) inches (15 cm) in height and a safe distance from any building, combustible structure or any type of material that may be subject to combustion. This height was chosen as it has been used in past publications the Park has put out during a fire ban as the wording “Flames much be kept low” is ambiguous. This wording has been inserted into the Sunnyside Campground and The Cabins at Cultus Lake Park Bylaws.
- The Board may wish to review the fees in the draft Boating and Foreshore Bylaw No. 1143 as the storage fees for boats in the Public Works yard are \$2.50 per day and \$65.00 per month. There is a cost to the Park when staff has to open up the Public Works Yard to allow people to get their boats out and perhaps we should be able to recover some of them.
- The Cultus Lake Park No Smoking Bylaw did not contain any fines and staff have added fines into the new Bylaw Notice Enforcement Bylaw.
- The Board may notice that the number of fines being put into the new Bylaw Notice Enforcement Bylaw has increased substantially. As staff were reviewing the bylaws infractions to add section numbers to them it was noticed that sections had been missed altogether from the previous fine list. If there is a section that speaks to a prohibition, staff are putting it into the new bylaw and have given it a fine amount.

FINES:

When deciding what amount the fines should be for the various violations, staff reviewed the related bylaws from the City of Chilliwack, the Fraser Valley Regional District (FVRD) and Harrison Hot Springs.

Specifically we used the FVRD bylaw for their fines for Animal Control and the fines they used at Vedder River Campground as a comparison for Sunnyside Campground and the Cabins.

For fines related to the foreshore, we used the Harrison Hot Springs Enforcement Notice bylaw as a reference.

For fines related to noise, staff looked at all the three municipalities. The City of Chilliwack has the highest fines \$500 as a penalty, Early Payment Penalty is \$490 and Late Payment Penalty is \$510. The FVRD and Harrison Hot Springs use \$100 as a penalty, Early Payment Penalty is \$90 and Late Payment Penalty is \$110.

Staff used the FVRD bylaw to determine the fines for the No Smoking Bylaw.

For the Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019, staff used the highest amount allowed - \$500 - for most of the fines as this amount was used for most of the untidy or unsightly situations in the three municipalities.

Staff used the highest fines possible \$500 for violations related to fires, trees and unsightly premises.

STRATEGIC PLAN:

This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared and approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer



Cultus Lake Park

BYLAW NOTICE ENFORCEMENT

Bylaw No. 1140, 2019

A Bylaw respecting the enforcement of Bylaw Notices

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 220 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 Schedules A-1 to A-14.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.”

2. INTERPRETATION

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS

In this bylaw:

“**Act**” means the *Local Government Notice Enforcement Act*.

“**Park**” means Cultus Lake Park.

“**Registry**” means the Fraser Valley Bylaw Notice Adjudication Registry established pursuant to this bylaw.

3. TERMS

The terms in this bylaw have the same meaning as the terms defined in the *Act*.

4. BYLAW CONTRAVENTIONS

The bylaw contraventions designated in the Schedules to this Bylaw may be dealt with through the issuance of a Bylaw Notice. The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

5. OFFENCE AND PENALTY

The penalty for a contravention referred to in Section 4 is:

- 5.1 The penalty amount is set out in Columns A1 of each of the Schedules to this Bylaw, is subject to subsections 5.2 and 5.3.
- 5.2 The Early Payment Penalty set out in Column A2 of each of the Schedules to this Bylaw, if received by the Registry within 14 days of a person receiving or being presumed to have received the Bylaw Notice.
- 5.3 Subject to a late payment surcharge, in addition to the penalty under subsection 5.1, and is the Late Payment Penalty set out in Columns A3 of each of the Schedules to this Bylaw, if payment is received more than 28 days after a person received or is presumed to have received the Bylaw Notice.

6. PERIOD FOR PAYING A DISPUTED NOTICE

- 6.1 A person who receives a Bylaw Notice must, within 14 days of the date on which the person received or is presumed to have received the Bylaw Notice:
 - (a) pay the penalty, or
 - (b) request dispute adjudication, by completing the appropriate portion of the Bylaw Notice indicating either a payment or a dispute and delivering it, either in person during regular office hours, or by mail, to the Registry office at 8550 Young Road, Chilliwack, BC V2P 8A4.
- 6.2 A person may pay the indicated penalty after 14 days of receiving the notice, subject to the applicable surcharge for late payment in accordance with subsection 5.3, but no person may dispute the notice after 14 days of receiving the Bylaw Notice.
- 6.3 Where a person was not served personally with a Bylaw Notice and advises the Park, in accordance with the requirements of Section 25 of the *Act*, that they did not receive a copy of the original notice, the time limits for responding to a Bylaw Notice under Section 5 and Section 7 of this Bylaw do not begin to run until a copy of the Bylaw Notice is re-delivered to them in accordance with the *Act*.

7. BYLAW NOTICE DISPUTE ADJUDICATION REGISTRY

- 7.1 The Registry is established as a Bylaw Notice Dispute Adjudication System in accordance with the *Act* to resolve disputes in relation to Bylaw Notices.
- 7.2 The civic address of the Registry is 8550 Young Road, Chilliwack, B.C. V2P 8A4.
- 7.3 The Park is authorized to enter into, and the Chair and Chief Administrative Officer are authorized to execute, the "Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry Agreement", in the form and with the content of the agreement attached as Schedule B.

- 7.4 Every person who is unsuccessful in a dispute adjudication in relation to a Bylaw Notice under the dispute adjudication system established under this section must pay to the Park an additional fee of \$25 for the purpose of the Park recovering the costs of the adjudication system.

8. SCREENING OFFICERS

- 8.1 The position of Screening Officer is established.
- 8.2 The following are designated classes of persons that may be appointed as Screening Officers:

- (1) Employees of Cultus Lake Park

and the Board may appoint screening officers from these classes or persons by name of office or otherwise.

- (2) Any person appointed to the position of Screening Officer by the Administration Committee established under the Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry Agreement attached to this Bylaw as Schedule B.

9. POWERS, DUTIES AND FUNCTIONS OF SCREENING OFFICERS

- 9.1 The powers, duties and functions of Screening Officers are as set out in the *Act*, and include the following powers:

Where requested by the person against whom a contravention is alleged, communicate information respecting the nature of the contravention, the provision of the bylaw contravened, the facts on which the contravention allegation is based, the penalty for a contravention; the opportunity to proceed to the Bylaw Notice dispute adjudication system and the fee or fees payable in relation to the Bylaw Notice enforcement process;

To communicate with any or all of the following for the purposes of performing their functions under this Bylaw or the *Act*:

- (a) the person against whom a contravention is alleged or their representative;
- (b) the officer issuing the notice;
- (c) the complainant or their representative;
- (d) the Park's staff and records regarding the disputant's history of bylaw compliance.

To cancel Bylaw Notices in accordance with the *Act* or Park policies and guidelines.

10. BYLAW COMPLIANCE AND ENFORCEMENT OFFICERS

Persons acting as any of the following are designated as Bylaw Compliance and Enforcement Officers for the purposes of this Bylaw and the *Act*:

- (a) Special constables, officers, members or constables of:
- (b) The provincial police force as defined in Section 1 of the *Police Act*, or
- (c) A municipal police force;
- (d) Members of the Royal Canadian Mounted Police
- (e) Bylaw Compliance and Enforcement Officers appointed pursuant to the *Police Act* and *Community Charter*
- (f) Career Member of the Fire Department as appointed by the Fire Chief
- (g) Bylaw Compliance and Enforcement Officers, licensing inspectors, building inspectors, or other persons acting in another capacity on behalf of the Park, a municipality, or Regional District for the purpose of enforcement of one or more of its Bylaws.

Anyone obstructing or interfering with a Bylaw Compliance and Enforcement Officer in the execution of their duties will be fined as per Schedule A-1 of this Bylaw.

11. FORM OF BYLAW NOTICE

The Park may, from time to time, provide for the form or forms of the Bylaw Notice, provided the Bylaw Notice complies with the *Act*.

12. SCHEDULES

The following schedules are attached to form an integral part of this Bylaw:

Schedule:

- A-1 – Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019
- A-2 – Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019
- A-3 – Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019
- A-4 – Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019
- A-5 – Cultus Lake Park Littering Bylaw No. 1145, 2019
- A-6 – Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019
- A-7 – Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019
- A-8 – Cultus Lake Park No Smoking Bylaw No. 1148, 2019
- A-9 – Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019
- A-10 – Cultus Lake Park Special Event Bylaw No. 1150, 2019
- A-11 – Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019
- A-12 – Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019
- A-13 – Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019
- A-14 – Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019
- Schedule B – Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry Agreement

13. SEVERABILITY

If a portion of this Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

14. REPEAL

Cultus Lake Park Enforcement, Penalty and Compliance Orders Bylaw No. 1253, 2018 and all amendments are repealed.

15. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park Bylaw
Notice Enforcement Bylaw No. 1140, 2019.

Chief Administrative Officer

Schedule A-1 – Cultus Lake Park Bylaw Notice Enforcement

Bylaw No. 1140, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019	10	Obstruct Bylaw Officer	\$500	\$450	\$550	No

Schedule A-2 – Cultus Lake Park Animal Control and Regulations

Bylaw No. 1142, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019	3.5	Excessive Pets	\$100	\$80	\$120	No
	3.6	Keeping of unauthorized animals or reptiles	\$500	\$450	\$550	No
	4.6	Unlicensed dog(s)	\$200	\$175	\$225	No
	4.7	Unleashed dog(s)	\$100	\$80	\$120	No
	4.8	Dog(s) on wharf or beach	\$100	\$80	\$120	No
	4.9	Failing to clean up after dog(s)	\$100	\$80	\$120	No
	4.10	Dog(s) running at large	\$100	\$80	\$120	No
	4.24	Dog(s) barking/howling	\$200	\$175	\$225	No
	4.28(a)	Aggressive Dog not secured	\$500	\$450	\$550	No
	4.28(b)	Aggressive Dog running at large	\$500	\$450	\$550	No
	4.28(c)	Aggressive Dog not muzzled	\$500	\$450	\$550	No
	4.28(d)	Aggressive Dog not microchipped	\$500	\$450	\$550	No
	4.30	Aggressive/vicious dog in the Park	\$500	\$450	\$550	No

Schedule A-3 – Cultus Lake Park Boating and Foreshore

Bylaw No. 1143

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Boating and Foreshore Regulations Bylaw No. 1143, 2019	3.2(a)	Operate boat without muffling device	\$500	\$450	\$550	No
	3.2(a)i.	Operate boat with dry stacks/headers	\$500	\$450	\$550	No
	3.2(a)ii.	Operate boat with water injected headers	\$500	\$450	\$550	No
	3.2(a)iii.	Operate boat which disturbs others	\$500	\$450	\$550	No
	3.2(b)	Motor boat within swim areas	\$200	\$175	\$225	No
	3.2(c)	Boats moored to public wharves	\$200	\$175	\$225	No
	3.2(d)	Operate a motor boat over 5 km	\$300	\$265	\$335	No
	3.2(e)	Prohibited discharge	\$500	\$450	\$550	No
	3.2(f)	Fueling from public boat <u>launch</u>	\$200	\$175	\$225	No
	3.2(g)	Fueling from <u>public wharves</u> during prohibited times	\$100	\$80	\$120	No
	3.3(a)	Houseboats moored/anchored within the foreshore	\$500	\$450	\$550	No
	3.3(b)	Boat lifts/wharves installed without permission	\$500	\$450	\$550	No
	3.3(f)	Non-complying buoy in the foreshore	\$500	\$450	\$550	No
	3.3(i)	Unacceptable apparatus moored to a buoy	\$250	\$220	\$280	No
	3.3(i)	More than one apparatus moored to a buoy	\$250	\$220	\$280	No
	3.3(k)	Use of unacceptable anchors	\$200	\$175	\$225	No
	3.3 (p)	Failure to provide insurance for swim rafts	\$200	\$175	\$225	No

Cultus Lake Park Boating and Foreshore Regulations Bylaw No. 1143, 2019	3.3(r)	No overnight occupancy in the foreshore	\$500	\$450	\$550	No
	3.3(t)	Failure to affix buoy sticker before July 1st	\$100	\$80	\$120	No
	3.4(a)	Boat moorage in swim area	\$500	\$450	\$550	No
	3.4(b)	Mooring a boat to non-compliant buoy	\$500	\$450	\$550	No
	3.4(c)	Store boat on Park property overnight	\$250	\$220	\$280	No
	3.4(d)	Boats chained or tethered to any tree	\$250	\$220	\$280	No

Schedule A-4 – Cultus Lake Park Burning Conditions, Restrictions and Fire Ban

Bylaw No. 1144, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019	3.1	Fire not in designated areas.	\$500	\$450	\$550	No
	3.1	Fire not in acceptable container	\$500	\$450	\$550	No
	3.1	Fires left unattended	\$500	\$450	\$550	No
	3.1	Burning of other materials	\$100	\$80	\$120	No
	3.2	Use of non CSA-approved gas appliances	\$500	\$450	\$550	No
	3.3	Use of smoker units within the Park	\$250	\$220	\$280	No
	3.4	Burning which causes a nuisance	\$250	\$220	\$280	No
	3.5	Fire exceeds allowable limits	\$250	\$220	\$280	No
	3.6	Use of Propane barbeques not permitted	\$500	\$450	\$550	No
	3.7	Fire in public area without CAO permission	\$500	\$450	\$550	No
	3.8	Use of propane unit on wharves/beach	\$500	\$450	\$550	No
	3.9	Use of charcoal/coal/briquettes in public areas	\$500	\$450	\$550	No
	3.11	Use of open flame during a fire ban	\$500	\$450	\$550	No

Schedule A-5 – Cultus Lake Park Littering

Bylaw No. 1145, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Littering Bylaw No. 1145, 2019	3.1	Prohibited delivery of circulars, pamphlets	\$100	\$80	\$120	No
	3.2	Deposit trash anywhere in Park	\$250	\$220	\$280	No
	3.3	Dump waste within the Park	\$250	\$220	\$280	No
	3.4	Dump refuse, litter or dangerous goods	\$500	\$450	\$550	No

Schedule A-6 –Cultus Lake Park Management of Public Areas

Bylaw No. 1146, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019	3.1	Use fertilizers/pesticides/herbicides in public areas	\$100	\$80	\$120	No
	3.2	Mow grass in public area	\$100	\$80	\$120	No
	3.3	Prohibited use of beaches/wharves/playgrounds	\$100	\$80	\$120	No
	3.5	Use of closed public areas	\$200	\$175	\$225	No
	3.6	Removal from garbage/recycling receptacle	\$100	\$80	\$120	No
	3.7	Consume/possess open liquor	\$250	\$220	\$280	No
	3.8	Operation of drone	\$100	\$80	\$120	No
	3.9	Place/occupy temp accommodation	\$250	\$220	\$280	No
	3.12	Damage to tree in the Park	\$500	\$450	\$550	No
	3.13	Damage any infrastructure in public areas	\$500	\$450	\$550	No
	3.14	Advertising in public areas	\$500	\$450	\$550	No
	3.15	Camping in public areas	\$500	\$450	\$550	No

Schedule A-7 –Cultus Lake Park Noise Regulation

Bylaw No. 1147, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019	3.3(a)	Make/cause noise which disturbs	\$500	\$450	\$550	No
	3.3(b)	Noise from leased lot which disturbs	\$500	\$450	\$550	No
	3.3(c)	Noise between 11:00 pm and 7:00 am	\$500	\$450	\$550	No
	3.4(a)	Tire noise from motor vehicle	\$500	\$450	\$550	No
	3.4(b)	Noise from a motor vehicle	\$500	\$450	\$550	No
	3.4(c)	Amplified noise from a vehicle	\$250	\$220	\$280	No
	3.4(d)	Noise from vehicle alarm	\$200	\$175	\$225	No
	3.4(e)	Noise from a vehicle horn	\$200	\$175	\$225	No
	3.4(f)	Noise from a vehicle braking system	\$200	\$175	\$225	No
	3.5(a)	Vehicle to idle for more than (3) minutes	\$100	\$80	\$120	No
	3.6(a)	Amplified noise which disturbs	\$200	\$175	\$225	No
	3.6(b)	Public address/sound system without permission	\$200	\$175	\$225	No
	3.6(c)	Person permits another person to disturb others	\$500	\$450	\$550	No
	3.6(d)	Dog(s) barking/howling	\$200	\$175	\$225	No
	3.6(e)	Prohibited operating of lawn equipment	\$200	\$175	\$225	No
	3.6(f)	Construction during prohibited hours	\$200	\$175	\$225	No

Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019	3.6(g)	Create a nuisance by fighting	\$500	\$450	\$550	No
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Schedule A-8 –Cultus Lake Park No Smoking

Bylaw No. 1148, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park No Smoking Bylaw No. 1148, 2019	3.	Use of smoking equipment.	\$200	\$175	\$225	No
	4.	Smoking in prohibited areas	\$200	\$175	\$225	No

Schedule A-9 – Cultus Lake Park Property Maintenance

Bylaw No. 1149, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019	3.1(a)	Permit rubbish, to collect	\$500	\$450	\$550	No
	3.1(b)	Rubbish to overflow from container	\$500	\$450	\$550	No
	3.1(c)	Leased lot unsightly	\$500	\$450	\$550	No
	3.1(d)	Permit dead landscaping/vegetation	\$200	\$175	\$225	No
	3.1(e)	Infestation of insects or vermin	\$500	\$450	\$550	No
	3.1(f)	Accumulation of construction waste	\$500	\$450	\$550	No
	3.1(g)	Accumulation of motor vehicle or parts	\$500	\$450	\$550	No
	3.2	Vacant building in disrepair.	\$500	\$450	\$550	No
	3.3	Place graffiti on any structure	\$500	\$450	\$550	No
	3.4(a)	Permit boulevard to become untidy	\$500	\$450	\$550	No
	3.4(b)	Permit the accumulation of weeds	\$200	\$175	\$225	No
	3.4(c)	Accumulation of hazardous objects	\$500	\$450	\$550	No
	3.4(d)	Permit landscaping to obstruct site lines	\$200	\$175	\$225	No
	3.5	Permit garden waste on public area	\$500	\$450	\$550	No

Schedule A-10 –Cultus Lake Park Special Event

Bylaw No. 1150, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Special Event Bylaw No. 1150, 2019	3.2	Failure to obtain Permit	\$500	\$450	\$550	No
	7.3	Fasten anything without permission	\$100	\$80	\$120	No
	7.4	Construct shelter without approval	\$100	\$80	\$120	No
	7.5	Unapproved posting of advertisements	\$100	\$80	\$120	No
	7.6	Distribution of printed material unless approved	\$100	\$80	\$120	No
	7.7	Sell/advertise food/drink or without permission	\$100	\$80	\$120	No

Schedule A-11 –Cultus Lake Park Sunnyside Campground

Bylaw No. 1151, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019	4.2(a)	Make/cause noise which disturbs	\$500	\$450	\$550	No
	4.2(b)	Noise from campsite which disturbs	\$500	\$450	\$550	No
	4.2(c)	Noise between 11:00 pm and 7:00 am	\$500	\$450	\$550	No
	4.3	Noise from public address system.	\$500	\$450	\$550	No
	4.4(i)	Tire noise from motor vehicle	\$500	\$450	\$550	No
	4.4(ii)	Noise from a motor vehicle	\$500	\$450	\$550	No
	4.4 (iii)	Amplified noise from a vehicle	\$500	\$450	\$550	No
	4.4 (iv)	Vehicle alarm exceeding (3) minutes	\$500	\$450	\$550	No
	4.4 (v)	Noise from a vehicle horn	\$500	\$450	\$550	No
	4.5	Vehicle to idle for more than (3) minutes.	\$500	\$450	\$550	No
	4.6(a)	Amplified noise which disturbs	\$500	\$450	\$550	No
	4.6(b)	Person disturbs others	\$500	\$450	\$550	No
	4.6(c)	Dog(s) barking/howling	\$200	\$175	\$225	No

Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019	4.6(d)	Prohibited operating of lawn equipment	\$200	\$175	\$225	No
	4.6(e)	Creating a nuisance by fighting	\$500	\$450	\$550	No
	5.4	Entry by visitors after 10:00 pm	\$100	\$80	\$120	No
	6.6	Belligerent or disrespectful behavior	\$100	\$80	\$120	No
	7.1	Operation of drone	\$100	\$80	\$120	No
	7.2	Persons under 18 not accompanied by adult	\$100	\$80	\$120	No
	7.3	Trespassing in the Playgrounds after dusk.	\$100	\$80	\$120	No
	8.7	Prohibited vehicles	\$100	\$80	\$120	No
	9.2	Open liquor in public place	\$250	\$220	\$280	No
	9.4	Alcohol left unattended on site	\$250	\$220	\$280	No
	11.1	Unleashed dog(s)	\$100	\$80	\$120	No
	11.2	Pets left unattended	\$100	\$80	\$120	No
	11.3	Dog(s) barking/howling	\$200	\$175	\$225	No
	11.4	Dog(s) unlicensed	\$200	\$175	\$225	No
	11.5	Dog(s) without ID tags	\$200	\$175	\$225	No
	11.7	Dog(s) on wharf or beach	\$100	\$80	\$120	No
	11.8	Failure to clean-up after dog(s).	\$100	\$80	\$120	No
	11.9	Harbouring prohibited/dangerous animals	\$500	\$450	\$550	No
	12.1	Damage to vegetation	\$500	\$450	\$550	No

Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019	12.2	Damage to tree(s)	\$100	\$80	\$120	No
	13.1	Lights on during prohibited times	\$100	\$80	\$120	No
	13.2	Air conditioner violation.	\$100	\$80	\$120	No
	13.5	Use of Freezers, electric ranges or generators.	\$100	\$80	\$120	No
	13.6	Tampering/Abuse of electrical	\$250	\$220	\$280	No
	14.1	Removal of items from receptacle	\$100	\$80	\$120	No
	14.2	Solicit recycling material	\$100	\$80	\$120	No
	14.3	Deposit or discard propane bottles	\$100	\$80	\$120	No
	17.1	Wood fires not on a registered site	\$500	\$450	\$550	No
	17.1	Fires not contained	\$500	\$450	\$550	No
	17.1	Burning of other materials	\$100	\$80	\$120	No
	17.3	Use of a Smoker unit	\$250	\$220	\$280	No
	17.4	Fire exceeds allowable limits.	\$250	\$220	\$280	No
	17.5	Use of propane barbeques	\$500	\$450	\$550	No
	17.6	Use of charcoal/coal/briquettes	\$500	\$450	\$550	No
	17.7	Use of campfires outside hours	\$100	\$80	\$120	No
	17.9	Fires left unattended	\$500	\$450	\$550	No
	17.12	Use of propane unit on wharves/beach	\$500	\$450	\$550	No
	19.1 a)	Subletting or assignment of seasonal sites	\$500	\$450	\$550	No

Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019	19.2 a)	Too many units on seasonal site	\$100	\$80	\$120	No
	19.2 b)	Exceeding amount of tents	\$100	\$80	\$120	No
	19.3	Unauthorized use of Vehicle parking passes	\$250	\$220	\$280	No
	20.1	Site alteration without approval	\$250	\$220	\$280	No
	20.3	Sheds and Utility Trailers exceed size/number	\$250	\$220	\$280	No
	20.4	Tarps secured to trees that harms/damages	\$250	\$220	\$280	No
	20.4	Use of Orange tarps on seasonal sites	\$100	\$80	\$120	No
	20.5	Fencing without approval	\$100	\$80	\$120	No
	20.5	Fencing contrary to the Bylaw provisions	\$100	\$80	\$120	No
	20.6	Portable structures not securely anchored	\$100	\$80	\$120	No
	20.7	Landscape/construction materials	\$250	\$220	\$280	No
	20.8	More than one picnic table per site	\$100	\$80	\$120	No
	21.	Satellite dish installed contrary to provisions	\$100	\$80	\$120	No
	22.	Failure to comply with Departure Procedures	\$100	\$80	\$120	No

Schedule A-12 –Cultus Lake Park The Cabins at Cultus Lake Park

Bylaw No. 1152, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019	4.2 a)	Make/cause noise which disturbs.	\$500	\$450	\$550	No
	4.2 b)	Noise from cabin which disturbs	\$500	\$450	\$550	No
	4.2 c)	Noise between 11:00 pm and 7:00 am	\$500	\$450	\$550	No
	4.3	Noise from public address system	\$500	\$450	\$550	No
	4.4 (i)	Tire noise from motor vehicle	\$500	\$450	\$550	No
	4.4 (ii)	Noise from a motor vehicle	\$500	\$450	\$550	No
	4.4 (iii)	Amplified noise from a vehicle	\$500	\$450	\$550	No
	4.4 (iv)	Vehicle alarm exceeding (3) minutes	\$500	\$450	\$550	No
	4.4 (v)	Noise from a vehicle horn	\$500	\$450	\$550	No
	4.5	Vehicle to idle for more than (3) minutes	\$500	\$450	\$550	No
	4.6(a)	Amplified noise which disturbs	\$500	\$450	\$550	No
	4.6(b)	Person disturbs others	\$500	\$450	\$550	No
	4.6(c)	Dog(s) barking/howling	\$200	\$175	\$225	No
	4.6(d)	Nuisance by fighting	\$500	\$450	\$550	No

Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019	5.5	Belligerent or disrespectful behaviour	\$100	\$80	\$120	No
	6.1	Operation of drone at the cabins.	\$100	\$80	\$120	No
	6.2	Person under 18 not accompanied by adult	\$100	\$80	\$120	No
	7.1	RV or camperized van parking at the cabins	\$100	\$80	\$120	No
	7.6	Vehicles impede traffic flow	\$100	\$80	\$120	No
	8.1	Over the occupancy limit	\$100	\$80	\$120	No
	8.5	Smoking in prohibited areas	\$200	\$175	\$225	No
	8.6	Erection of tents	\$100	\$80	\$120	No
	9.2	Consume/possess open liquor	\$250	\$220	\$280	No
	10.1	Pet over height	\$100	\$80	\$120	No
	10.2	More than one (1) pet per cabin	\$100	\$80	\$120	No
	10.3	Unleashed dog(s)	\$100	\$80	\$120	No
	10.5	Pets not confined	\$100	\$80	\$120	No
	10.6	Pets not declared	\$100	\$80	\$120	No
	10.7	Failure to clean up after dog(s)	\$100	\$80	\$120	No
	10.8	Harboring prohibited and dangerous animals	\$500	\$450	\$550	No
	11.1	Cutting, damaging plants/trees	\$500	\$450	\$550	No
	11.2	Damage to tree(s)	\$100	\$80	\$120	No
	12.1	Lights on during prohibited times	\$100	\$80	\$120	No

Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019	12.2	Air conditioner on	\$100	\$80	\$120	No
	13.1	Use of campfires outside the hours permitted	\$100	\$80	\$120	No
	13.3	Use of a smoker unit	\$250	\$220	\$280	No
	13.4	Fire exceed allowable limits	\$250	\$220	\$280	No
	13.5	Use of charcoal, coal or briquettes	\$100	\$80	\$120	No
	13.6	Fires left unattended	\$500	\$450	\$550	No
	13.7	Burning of other materials	\$100	\$80	\$120	No
	13.8	Campfire during a fire ban	\$500	\$450	\$550	No

Schedule A-13 –Cultus Lake Park Tree and Plant

Bylaw No. 1153, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019	3.11	Removal of debris not completed	\$100	\$80	\$120	No
	4.5	Damage to trees	\$500	\$450	\$550	No
	4.6	Topping of trees without Arborist	\$500	\$450	\$550	No
	4.10	Removal of tree without permission	\$500	\$450	\$550	No
	4.10	Removal of tree after a denied application	\$500	\$450	\$550	No

Schedule A-14 – Cultus Lake Park Parking and Traffic Regulations

Bylaw No. 1154, 2019

Bylaw Notice Bylaw Citation	Section	Description	A1 Penalty	A2 Early Payment Penalty	A3 Late Payment Penalty	A4 Compliance Agreement Available
Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019	5	Parking over time limit	\$100	\$80	\$120	No
	7.1	Parking in reserved space	\$200	\$175	\$225	No
	7.2	Parking outside designated area	\$100	\$80	\$120	No
	7.3	Parking in designated area	\$100	\$80	\$120	No
	7.4	Parking without displayed permit	\$100	\$80	\$120	No
	7.5	Counterfeit permit	\$500	\$450	\$550	No
	7.5	Expired permit	\$100	\$80	\$120	No
	8.1	Parking/stopping in prohibited area	\$100	\$80	\$120	No
	8.2	Display unauthorized sign	\$100	\$80	\$120	No
	9.5	Tamper with meter	\$500	\$450	\$550	No
	10	Parking away from curb	\$100	\$80	\$120	No
	11 (a)	Exceeding GVW or length	\$300	\$265	\$335	No
	11 (b)	Parking for overnight accommodation	\$500	\$450	\$550	No

Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019	11 (c)	Parking unlicensed vehicle	\$100	\$80	\$120	No
	11 (d)	Parking unauthorized vehicle(s) on Park land	\$100	\$80	\$120	No
	12.1	Ignoring authorized personnel	\$500	\$450	\$550	No
	12.2	Speeding	\$100	\$80	\$120	No
	12.3 (b)	Fail to stop	\$100	\$80	\$120	No
	12.4	Use outside of designated area	\$200	\$175	\$225	No
	12.5	Travel contrary to traffic control device	\$200	\$175	\$225	No
	12.6	Obstruct traffic	\$200	\$175	\$225	No
	12.7	Disturb by public address system	\$500	\$450	\$550	No
	12.8	Noise from motor vehicle	\$500	\$450	\$550	No
	12.9	Operate golf cart	\$100	\$80	\$120	No
	12.10	Cross at undesignated area	\$100	\$80	\$120	No
	12.11	Park over designated parking lines	\$100	\$80	\$120	No
	12.13	Park on roadway to Parking Lot D	\$100	\$80	\$120	No

**UPPER FRASER VALLEY BYLAW NOTICE DISPUTE ADJUDICATION
REGISTRY AGREEMENT**

This Agreement, dated the 1st day of July, 2019.

BETWEEN:

CITY OF CHILLIWACK

8550 Young Road, Chilliwack, BC V2P 8A4

("Chilliwack")

AND:

DISTRICT OF HOPE

P.O. Box 609, Hope, BC V0X 1L0

("Hope")

AND:

DISTRICT OF KENT

7170 Cheam Avenue, Box 70, Agassiz, BC V0M 1A0

("Kent")

AND:

VILLAGE OF HARRISON HOT SPRINGS

Box 160, Harrison Hot Springs, BC V0M 1K0

("Harrison")

AND:

FRASER VALLEY REGIONAL DISTRICT

1 - 45950 Cheam Avenue, Chilliwack, BC V2P 1N6

("FVRD")

AND:

DISTRICT OF MISSION

8645 Stave Lake Street, Mission, BC V2V 4L9

("Mission")

AND:

CULTUS LAKE PARK

4165 Columbia Valley Highway, Cultus Lake, BC V2R 5B5

("Cultus Lake")

WHEREAS:

- A. The *Local Government Bylaw Notice Enforcement Act* permits local governments to create a bylaw designating certain bylaw contraventions that can be enforced by way of bylaw notice as an alternative to traditional bylaw enforcement mechanisms;
- B. The Act also permits two or more local governments to enter into an agreement, adopted by a bylaw of each local government that is party to it, to provide for the joint administration of a local government bylaw notice dispute adjudication system;
- C. Chilliwack, Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake wish to:
 - (a) share the costs and administration of such a system; and
 - (b) enter such an agreement to establish such a system, to be called the Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry, and to provide for the joint administration of the Registry.

NOW, THEREFORE in consideration of the mutual promises contained herein, the Parties agree as follows:

PART I - INTRODUCTORY PROVISIONS

Definitions

- 1. In this Agreement, the following definitions apply:
 - (a) **“Act”** means the *Local Government Bylaw Notice Enforcement Act*;
 - (b) **“Adjudication Fee”** means the sum of \$25.00 payable by each Party for each adjudication scheduled to be conducted by the Registry;
 - (c) **“Agreement”** means this Agreement;
 - (d) **“Authorizing Bylaws”** means the bylaws adopted by the Councils/Boards of each of the Parties authorizing this Agreement;
 - (e) **“Committee”** means the Intermunicipal Bylaw Notice Dispute Adjudication Registry’s Administrative Committee;
 - (f) **“Contribution Adjustment Amount”** means, for each Party, the amount calculated in accordance with Section 22 herein in any year of the Term;
 - (g) **“Membership Fee”** means a base participation fee of \$2,000.00 per municipality;
 - (h) **“Parties”** means all of Chilliwack, Hope, Kent, Harrison, FVRD , Mission, and Cultus Lake;

- (i) **“Party”** means any one of Chilliwack, Hope, Kent, Harrison, FVRD , Mission and Cultus Lake;
- (j) **“Registry”** means the Upper Fraser Valley Bylaw Notice Dispute Adjudication Registry established by this Agreement;
- (k) **“Revenues”** means any revenue actually received or estimated to be received, as the case may be, by the Registry, excluding Initial Contributions, Contribution Amounts or Contribution Adjustment Amounts;
- (l) **“Term”** means the term of this Agreement as set out herein.

Establishment of the Registry

- 2. Subject to the Act and to the adoption of the Authorizing Bylaws, the Parties agree that the Registry is hereby established.

PART II - ADMINISTRATION

Administrative Committee

- 3. The Parties agree to establish the Committee to implement and administer the Registry.
- 4. The Parties agree that authority of the Committee will include but not be limited to:
 - (a) preparing operational budgets; and
 - (b) setting policy as authorized under this Agreement and the Act.

Representation

- 5. Each of the Parties will appoint one representative to serve on the Committee. The Parties agree that representatives will be paid employees of their respective local governments and will not be remunerated by the Registry.

PART III - ADJUDICATION

Screening Officers

- 6. The Parties agree that screening of notices prior to proceeding to adjudication will be established as a function of the Registry. Screening officers will be appointed jointly by the administrative committee. The parties agree to provide policies and guidelines on bylaw enforcement to be used in negotiating compliance agreements.

Bylaw Notice Dispute Adjudication Registry

7. The Parties agree that a dispute adjudication system will be established as a function of the Registry, and that disputes will be heard by a bylaw notice dispute adjudicator in the circumstances prescribed in the Act and Authorizing Bylaws.
8. The Parties agree that the Committee will select a roster of adjudicators who may hear and determine disputes from the provincial roster of adjudicators to be established by the Attorney General.
9. Adjudicators will be assigned to individual disputes in the manner prescribed by any applicable regulation and policy established by the Committee.

PART IV - OPERATIONS

Location

10. The location of the Registry will be in the municipal offices of the City of Chilliwack, 8550 Young Road, Chilliwack, BC V2P 8A4.

Administrative Services

11. Chilliwack will provide and supervise all administrative services required by the Registry, subject to the following:
 - (i) the collection of any fees, fines or penalties levied against an unsuccessful party in the dispute adjudication process will be the responsibility of the relevant municipality if not collected by the Registry immediately following the adjudication; and
 - (ii) any penalty arising directly out of the bylaw notice itself may be paid to the relevant Party or to the Registry,

and any amounts collected by or paid to the Registry pursuant to (i) and (ii) will be credited to the relevant Party's Contribution Adjustment Amount.

Financial Reporting

12. Chilliwack will ensure that its Director of Finance will conduct and oversee the financial reporting and record keeping of the Registry based on normal procedures, subject to the requirements outlined herein.

PART V - FINANCIAL PLANNING

Start-Up Costs

13. Each Party will be responsible for its own start-up costs. In the event the Provincial Contribution exceeds the agreed upon Registry start-up costs, each Party will receive a pro-rated proportion of such excess. In the event the agreed upon Registry start-up costs exceed

the Provincial Contribution, each Party will pay on request to Chilliwack a pro-rated proportion of the shortfall.

Budget Year

14. The budget year of the Registry is the calendar year.

Operating Budget

15. To assist with the preparation of the following year's operating budget, the Parties agree that, no later than April 15th of each year, the Committee will prepare the previous year's annual statistical report setting out in detail the operational funds incurred by the Registry for the carrying out of its mandate and responsibilities, including:
- (a) the estimated operational expenditures for:
 - (i) office and administration including financial reporting and administrative services;
 - (ii) screening officers;
 - (iii) bylaw dispute adjudicators; and
 - (iv) other functions of the Registry;
 - (b) the anticipated revenues (if any) of the Registry;
 - (c) the difference between estimated revenues and operational expenditures for the Registry; and
 - (d) the Contribution Amount required from each of the Parties.

Budget Approval and Adjustments

16. The Parties will consider and approve, or recommend amendments to, the Registry's operating budget.
17. The Parties agree that all recommendations by them for adjustments to the Registry's draft operating budget will:
- (a) be reasonable and made in good faith; and
 - (b) ensure that a reasonable level of service quality can be maintained by the Registry.

Use of Funds

18. The Committee and Chilliwack may make only those expenditures during the budget year for the purposes and up to the amounts authorized in the approved operating budget. The Registry (or the Committee or Chilliwack on behalf of the Registry) will not incur any other indebtedness or liability, or make any further expenditure, except that:

- (a) Chilliwack may make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$1,000.00 limit; and
- (b) the Committee may:
 - (i) make a further reasonable expenditure or contract a further indebtedness or liability that it deems necessary or prudent, subject to a \$10,000.00 limit;
 - (ii) re-allocate funds within categories of the operating budget as reasonably required; and
 - (iii) make a further expenditure or contract a further indebtedness or liability without limitation if approved in advance by all Parties.

PART VI - COST ALLOCATION

Funding Contributions and Adjustments

19. The Parties agree that costs relating to legal counsel, witnesses, screening officers and bylaw enforcement officers as they pertain to the dispute adjudication process, and to the activities of the Registry more generally, will be borne by the relevant Party which issued the bylaw notice in question and will not be borne by the Registry or by Chilliwack on behalf of the Registry.
20. Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake will, upon approval of the Registry's operating budget by each of the Parties, pay to Chilliwack their respective Contribution Amounts for the upcoming budget year no later than April 30th of that budget year.
21. Chilliwack will, as soon following the end of a budget year as practicable, calculate the amount of each Party's Contribution Adjustment Amount by:
 - (a) determining each Party's proportion of the amount by which Actual Expenditures exceed Budget Expenditures for the relevant year, where the proportion is calculated on the fixed costs by using a three year rolling average of the number of disputed tickets; and
 - (b) by determining the proportion amount of the floating costs by using the number of disputed tickets in the past year.
22. Each of Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake will, within 30 days of receipt of notice of its respective Contribution Adjustment Amount, pay (if required) to Chilliwack the Contribution Adjustment Amount.
23. Chilliwack will pay (if required) any Contribution Adjustment Amount owing to Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake, as appropriate, within 30 days of preparation of a statement outlining the Contribution Adjustment Amounts of each Party or may, at the election of Chilliwack in each year except the final year, credit the amount owing to the Contribution Amount required from each Party for the following year.

24. Each Party will pay to Chilliwack, within fifteen days following each of March 31, June 30, October 31 and December 31 of each year of the Term, the Adjudication Fee for each adjudication scheduled in respect of that Party in the previous quarter.

Maintenance of Records

25. The Director of Finance of Chilliwack will:
- (a) exercise the duties and powers of the officer responsible for financial administration as provided in the *Community Charter*, in maintaining the financial records for the Registry on behalf of the Parties;
 - (b) ensure that accounting and payroll records of the Registry are properly prepared and maintained, such records to include payroll, accounts payable, cash receipts and disbursements, accounts receivable, general ledger, subsidiary cost ledger, financial statements and reports and supporting documents to the foregoing;
 - (c) provide, when possible, any additional financial systems that have been requested by the Committee;
 - (d) direct employees and officers of the Registry to the extent necessary to ensure that the systems and procedures established for financial controls are in effect and are in accordance with the *Community Charter*.

Examination of Records

26. The Finance Officer(s) of any of Hope, Harrison, Kent, FVRD, Mission or Cultus Lake may, acting reasonably with regard to minimizing the administrative burden on Chilliwack, and no more frequently than once in each year of the Term, conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained for the Registry. Chilliwack will cooperate with any reasonable request by any of Hope, Harrison, Kent, FVRD, Mission or Cultus Lake's Finance Officer(s) for access to financial records, user statistics and other information of the Registry.

PART VII - GENERAL PROVISIONS

Insurance

27. Chilliwack will ensure that the Registry and its activities are covered under Chilliwack's general liability policy, and will provide copies of all relevant insurance policies and changes thereto to the Directors of Finance of Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake upon request.

Amendments

28. The Parties will, in good faith, negotiate any proposed amendment to this Agreement upon request of any Party, all amendments to be in writing and executed by the Parties.

Dispute Resolution

29. The Parties will submit any dispute arising out of the interpretation or application of this Agreement:
- (a) first, to the Committee to resolve the dispute;
 - (b) second, if the Committee is unable to resolve the dispute within 60 days, to the Chief Administrative Officers of the Parties; and
 - (c) third, if the Chief Administrative Officers are unable to resolve the dispute within 60 days, to the Inspector of Municipalities, or at the election of the Parties, to a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator, as applicable, will be final and binding upon the Parties.

Term

30. This Agreement comes into effect on July 1, 2019 and continues in effect until December 31, 2021. Any Party may withdraw from this Agreement upon six months' written notice to the other Parties.

IN WITNESS WHEREOF Chilliwack, Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake have executed this Agreement on the date first above written.

THE CORPORATE SEAL of THE)	
CORPORATION OF THE CITY OF)	
CHILLIWACK was hereunto affixed in)	
the presence of:)	
)	
)	
_____)	C/S
Mayor)	
)	
_____)	
Corporate Officer)	

IN WITNESS WHEREOF Chilliwack, Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake have executed this Agreement on the date first above written.

THE CORPORATE SEAL of THE)
DISTRICT OF KENT was hereunto)
affixed in the presence of:)
)
)
)
)
_____)
Mayor)
)
_____)
Corporate Officer)

C/S

IN WITNESS WHEREOF Chilliwack, Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake have executed this Agreement on the date first above written.

THE CORPORATE SEAL of FRASER)
VALLEY REGIONAL DISTRICT was)
hereunto affixed in the presence of:)

C/S

_____)
Chair)

_____)
Administrator)

IN WITNESS WHEREOF Chilliwack, Hope, Kent, Harrison, FVRD, Mission, and Cultus Lake have executed this Agreement on the date first above written.

THE CORPORATE SEAL of THE)
DISTRICT OF MISSION was hereunto)
affixed in the presence of:)

C/S

Mayor)

Corporate Officer)

Chair

Chair

C/S

B. Bryant.

Administrator



Cultus Lake Park

ADMINISTRATIVE FEES BYLAW

Bylaw No. 1141, 2019

A Bylaw to establish Administration fees for services and information.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Administrative Fees Bylaw No. 1141, 2019.”

2. ENACTMENTS

2.1 Cultus Lake Park imposes fees for the provision of information and services as specified in Schedule A of this Bylaw.

2.2 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. FEES

3.1 All leaseholders, residents, visitors and persons are subject to the fees as outlined in this Schedule A of this Bylaw.

3.2 See Schedule A for the list of Fees.

4. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

5. REPEAL

Cultus Lake Park Administrative Fees Bylaw No. 1110, 2018 and all amendment are repealed.

6. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXX, 2019

READ A SECOND TIME this XX day of XXXX, 2019

READ A THIRD TIME this XX day of XXXX, 2019

ADOPTED this XX day of XXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Administrative Fees Bylaw No. 1141, 2019

Chief Administrative Officer

Schedule A

Fees

Fees in this Bylaw do not include Federal or Provincial taxes and are subject to the addition of these taxes as applicable.

ADMINISTRATIVE FEES

REQUESTS UNDER THE FREEDOM OF INFORMATION AND PRIVACY ACT

Fee for locating and retrieving a record.....\$7.50 per ¼ hour after the first 3 hours

Fee for producing a record manually.....\$7.50 per ¼ hour

Fee for producing a record from a machine readable record for cost of use of central mainframe processor and all locally attached devices.....\$7.50 per ¼ hour plus \$7.50 per ¼ hour for developing a computer program to produce the record

Fee for preparing a record for disclosure and handling a record.....\$7.50 per ¼ hour plus the actual costs of shipping method chosen by applicant

Fee for shipping copies.....\$7.50 per ¼ hour plus the actual cost of shipping method chosen by applicant

MISCELLANEOUS FEES

Fee for photocopying b/w.....\$0.35 per page

Fee for photocopying colour 8.5" X 11".....\$1.00 per page

Fee for faxing.....\$1.00 per page

Fee for faxing out of country.....\$3.00 per page

Fee for NSF cheques.....\$25.00 per cheque

LAND RECORDS FEES

(a) Fee for Lease Transfers (Including Estate Transfers & Family Transfers)\$150.00
(For residential leases not covered in (b))

(b) As per Section 6(e) of the old lease only a processing fee will apply.....\$25.00

Fee for transferring the Lease to the Lending Institution for security purposes.....\$100.00

Fee for transferring the Lease from the Lending Institution back to the Leaseholder.....\$100.00

Fee to Enter into the New Residential Lease Format.....\$250.00

Fee for filing of any encumbrance (Mortgages, Liens, etc.).....\$100.00

Fee to discharge any encumbrance (Mortgages, Liens, etc.).....\$100.00

Fee for Title Search.....\$100.00

Fee for Name Change.....\$50.00

Fee for Address Change.....\$50.00

LEISURE SERVICES**Fees for Community Hall Rental:**

Monday – Thursday - 9:00 am to 3:00 pm (per day).....	\$128.00
Monday – Thursday - 5:00 pm to midnight (per event).....	\$128.00
Friday – Sunday and Statutory Holiday's - 9:00 am to midnight (per day).....	\$310.00
Weekend – (Friday at 5:00 pm to Sunday at Midnight).....	\$510.00
Hall Set Up Rate - (early set-up prior to a regular rental).....	\$50.00/hr
Weekday or Weeknight - hourly rental - (Minimum two hour booking).....	\$50.00/hr
Weekday or Weeknight - 4 hr time block - (Min. use is once weekly for 4 weeks).....	\$50.00/block
Cancellation Fee: weekday or weeknight 4 hr time block.....	\$50.00
(For cancellation prior to the first rental date)	
Cancellation Fee: daily or evening rentals - (If cancelled within 14 days of rental date).....	\$50.00
Cancellation Fee: weekend rental - (If cancelled within 14 days of rental date).....	\$100.00
Cancellation Fee: weekday or weeknight hourly rental.....	\$50.00

Fees for Gazebo Rentals:

Gazebo B or C - 3-hour minimum.....	\$25.00/hr
Gazebo A - 3-hour minimum.....	\$30.00/hr

DEPOSITS (DAMAGES, CLEAN UP, ETC.)

Community Hall Security Deposit.....	\$500.00
Gazebo Security Deposit.....	\$200.00

LEASE PAYMENT LATE FEES

After March 15th of each year, a 10% late fee will be added to any outstanding lease payments.



Cultus Lake Park

ANIMAL CONTROL AND REGULATIONS BYLAW

Bylaw No. 1142, 2019

A Bylaw to provide for the control of animals and licensing of dogs.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019”.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

- 1.1 This Bylaw may be cited as “Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019”.

2. INTERPRETATION

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

"Aggressive Behavior" means any behavior by a dog that unduly intimidates a person or animal and includes; snarling, growling or pursuing a person or animal in a threatening manner.

"Aggressive Dog" means a dog that:

- (a) has without justifiable provocation displayed aggressive behavior toward a person or animal; and/or
- (b) has without justifiable provocation caused a minor injury to a person or animal.

"Beach" means any sand or rock area along the lake side of the tree line.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Designated Dog Areas” means any area in Cultus Lake Park, which is specifically signed to indicate that particular rules re: owner’s responsibility and control of dogs apply to that area (e.g. public recreation areas, trails, etc.).

“Dog” means any animal of the canine species.

“Dog Play Zone” means the septic field situated between the Plaza and the maintenance yard is designated as a Dog Run or Play Area. (See map – Off leash area – Schedule C).

“Dog Swim Zone” means areas so designated and signed by the Park.

“Dog Feces” means excrement of a dog.

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high water mark.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park.

“Magistrate” means an official conducting a court for minor cases and preliminary hearings.

"Minor Injury" means a physical injury to a person or animal that consists of pinches, minor localized bruising, scratches, willow punctures or lacerations in one direction only.

"Muzzle" in reference to a dog means a humane basket style fastening or covering device that is strong enough and well-fitted enough to prevent a dog from biting, which does not interfere with the breathing, panting or vision of the dog or with the dog's ability to drink.

“Owner” includes any person who owns, has in their custody or control, or harbours any dog or is an occupant of a leased premise of where a dog is kept.

“Park” means the area within the Park boundaries as outlined in the Cultus Lake Park Act. 1932, and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Receptionist” means the Receptionist for the Cultus Lake Park Office.

“Resident” means the leaseholder or a person(s) renting a residence within the Park as a permanent address from a leaseholder.

"Serious Injury" means a physical injury to a person or animal that consists of deep punctures, lacerations in more than one direction, broken bones or an injury requiring stitches or cosmetic surgery.

“Service Dog” means any dog that has been officially certified as such by a government agency.

"Vicious Dog" means a dog that:

- (a) has without justifiable provocation caused a serious injury to a person or animal;
- (b) has a known propensity, tendency or disposition to attack without justifiable provocation;
- (c) has on more than one occasion caused a minor injury to a person or animal;
- (d) has on more than one occasion while running at large, aggressively pursued or harassed a person without justifiable provocation or has a demonstrated a propensity, tendency or disposition to do so.

"Wharf" means a structure on the shore extending out into the Park foreshore

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. GENERAL REGULATIONS

- 3.1** Schedule A contains fees payable in respect to charges of this Bylaw.
- 3.2** Schedule B contains Dog-Specific Areas of the Park.
- 3.3** Schedule C contains a map of dog swim areas and on-or-off-leash dog areas in the Park.
- 3.4** Cultus Lake Park may enter into agreements with other jurisdictions or enter in to a contract with a contractor for the impounding of dogs at such place or places.
- 3.5** No person will keep or allow to be kept on any real property more than a total of 5 pets consisting of not more than three dogs or not more than three cats over the age of 4 months.
- 3.6** No person will keep any horse, cattle, swine, domestic fowl or reptile in the Park without prior written approval from the Board.
- 3.7** No person will feed any animal; including geese, with respect to the *BC Wildlife Act*, other than a domesticated pet. Bird feeders are permitted on residential property.

4. DOG CONTROL AND LICENCING

- 4.1** For owners of dogs which attain the age of four (4) months during a calendar year, licence fees are payable by the owner to the Park as per Schedule A.
- 4.2** For the purpose of determining whether any dog has been spayed or neutered a certificate of spaying or neutering from a licenced veterinarian will be required.
- 4.3** Every licence issued under this Bylaw will expire on the thirty-first day of December next following the date on which the licence takes effect.

- 4.4** The licence will consist of a metal tag bearing a number corresponding with the number under which the dog is described and registered by the receptionist and the said tag will be attached to a collar or strap around the neck of the said dog at all times.
- 4.5** Any person who has obtained a licence tag as provided in Section 4.1 of this Bylaw and has lost the tag may apply to the Park Office for another in place of the one so lost and upon production of proof of such loss to the satisfaction of the receptionist, he/she may issue, a duplicate or other tag, upon payment by such person in each case of a fee as outlined in Schedule A of this bylaw.
- 4.6** Any person owning any dog apparently over the age of four (4) months for which a valid and subsisting licence has not been obtained will be committing an offence and will be subject to penalties imposed under this Bylaw.
- 4.7** The owner(s) of a dog or dogs will keep such dog or dogs on a leash while in a public area within the boundaries of Cultus Lake Park, except where otherwise posted as a designated area (refer to Schedule C).
- 4.8** The owner(s) of a dog or dogs will keep the dog or dogs off all beaches, wharves and foreshore areas and will be only permitted in the water in designated dog swim zones/areas (refer to Schedules B and C).
- 4.9** The owner of a dog or dogs will be responsible for all clean-up of their dog's feces on all Park property.
- 4.10** A dog will be deemed to be at large when such dog is in any public area, and not on a leash as required within Cultus Lake Park, with the exception of the designated off leash and dog swim area.
- 4.11** Notwithstanding any other provision of this Bylaw, any dog found to be suffering from an incurable infectious disease by a licenced veterinarian, will be dealt with in accordance with provincial regulations.
- 4.12** When a complaint is made to the CAO (or designate) or the Bylaw Enforcement Officer that a dog is vicious, he/she will investigate the same, and if he/she is satisfied that such complaint is well founded, he/she will order the owner to keep it in confinement. If the owner fails to comply with said order, the Bylaw Enforcement Officer may seize such dog and impound the same, and within four (4) business days of such impounding, he/she will apply to the Magistrate for a warrant to deal with the dog in accordance with provincial legislation. The Bylaw Enforcement Officer will give the owner 24 hour notice to show cause why such warrant should not be granted by delivering to the owner at the address shown on the receptionist's record, a notice in writing of the time and place at which the said application will be made.
- 4.13** Any dog impounded under the provisions of this Bylaw remaining unclaimed and for which the licence fee, impounding fee or per diem charges as prescribed herein have not been paid after seven (7) business days from the time of impoundment may be taken to an animal care facility for adoption, or as a last resort, humane destruction of the animal.
- 4.14** No dog will be released from impoundment by the Bylaw Enforcement Officer until all licence and other fees, charges and penalties in respect of such dog chargeable under this Bylaw and the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 have been paid.

- 4.15** The Bylaw Enforcement Officer will make reasonable effort to notify the owner of any impounded dog by telephone call, in person, letter or electronic mail.
- 4.16** The Bylaw Enforcement Officer may, where he/she has reason to believe, a dog over the age of four (4) months which has been seen at large, for which the licence for the current year has not been paid, or a dog not having attached to it a licence tag for the current year as herein provided, has taken refuge on any premises, request the occupant(s) of such premises, to satisfy him that such licence tag is attached to such dog or to forthwith deliver such dog to him and where any dog is found to be on such premises as aforesaid, any occupant who fails, neglects, or refuses to deliver such dog on request, or who resists or interferes with such Bylaw Enforcement Officer in seizing such dog, will be an infraction of this Bylaw.
- 4.17** It will be lawful for any resident of any land in Cultus Lake Park or any person authorized by him/her, to impound a dog found trespassing on such land or doing damage thereon, and will notify the Bylaw Enforcement Officer immediately.
- 4.18** Where the owner of an impounded dog is known, such owner will pay the impoundment fee and per diem charges for such dog as prescribed herein, even though the owner fails or neglects to reclaim such dog.
- 4.19** Impoundment fees and per diem care charges are as outlined in Schedule A of this Bylaw. Any fines issued are covered under Schedule A-2 of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- 4.20** The Bylaw Enforcement Officer will make a record of each impoundment in any book provided for that purpose and the final disposition of every dog impounded.
- 4.21** The Bylaw Enforcement Officer is hereby authorized to issue a 'Bylaw Notice' as per Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, Schedule A-2 to any persons alleged to have offended against the provisions of this Bylaw.
- 4.22** A 'Bylaw Notice' as specified in Section 4.21 of this Bylaw will be deemed to be sufficiently served:
- (a) If served personally on the owner of the dog concerned.
 - (b) If mailed via Registered mail to the owner of the dog.
- 4.23** A person receiving such 'Bylaw Notice' is subject to the terms and conditions noted in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 with regard to taking further action.
- 4.24** No person will permit any dog of which he or she is the owner to continually howl or bark if such howling or barking causes annoyance to any person or persons in the neighbourhood.
- 4.25** It will be unlawful to operate or maintain a kennel, or keep dogs for the purpose of breeding or boarding, on any residential property within the Park.
- 4.26** Any person who, without lawful authority and not having paid the fees, charges and payments imposed under the provision of this Bylaw, takes or attempts to take the dog(s) out of impoundment, will be an offence against this Bylaw.

- 4.27** Where a dog meets the definition of an aggressive dog, the CAO or designate may issue a written notice to the owner of that dog advising the owner of the requirements of this Bylaw with respect to aggressive dogs and which deems that dog to be an aggressive dog.
- 4.28** Every owner of an aggressive dog will:
- (a) secure the dog by a collar and leash that is a maximum length of one (1) metre when not on the owner's property;
 - (b) ensure that the dog is not running at large within the Park at any time;
 - (c) keep the dog muzzled when in a designated off-leash area; and
 - (d) within thirty (30) calendar days of receiving notice that their dog is an aggressive dog, ensure the dog has permanent identification and provide the Permanent Identification information to the Park.
 - (e) pay the fee associated with an aggressive dog to the Park as per Schedule A.
- 4.29** An owner, following a period of at least one year from the date stated on the written notice deeming their dog an aggressive dog, may apply to the Park for relief from the requirements of Section 4.27 provided that:
- (a) the Park has received no further complaints in regard to that dog's aggressive behavior; and
 - (b) proof and documentation is provided that the owner and the dog have successfully completed a course deemed acceptable to the CAO acting reasonably to address the dog's aggressive behavior.
 - (c) If a dog displays aggressive behavior again after relief has been granted pursuant to Section 4.29, the requirements of Section 4.28 will apply in perpetuity.
- 4.30** If any visitors to the Park are deemed to have an aggressive dog or a vicious dog they will be issued a 'Bylaw Notice' and will have to remove the dog from the Park.

5. FEES AND FINES

- 5.1** All leaseholders, residents, visitors, and persons are subject to the fees as outlined in this Schedule A of this Bylaw and the provisions and fines as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and Schedule A-2 in that bylaw
- 5.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

6. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

7. REPEAL

Cultus Lake Park Animal Control and Regulations Bylaw No. 1111, 2018 and all amendments are repealed.

8. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Animal Control and Regulations Bylaw No. 1142, 2019

Chief Administrative Officer

SCHEDULE A

Fees

There will be levied and collected from any person who is the owner of any dog apparently over the age of four (4) months, an annual fee for each dog, per calendar year January - December as follows:

Neutered male or spayed female dog.....\$20.00

Intact Female Dog.....\$70.00

Intact Male Dog.....\$70.00

Aggressive Dog.....\$200.00

Impoundment fees and per diem care fees in addition to other fines and fees or payments to be made under this Bylaw are as follows:

Replacement Tag Fee.....\$20.00

Impoundment fee.....\$50.00

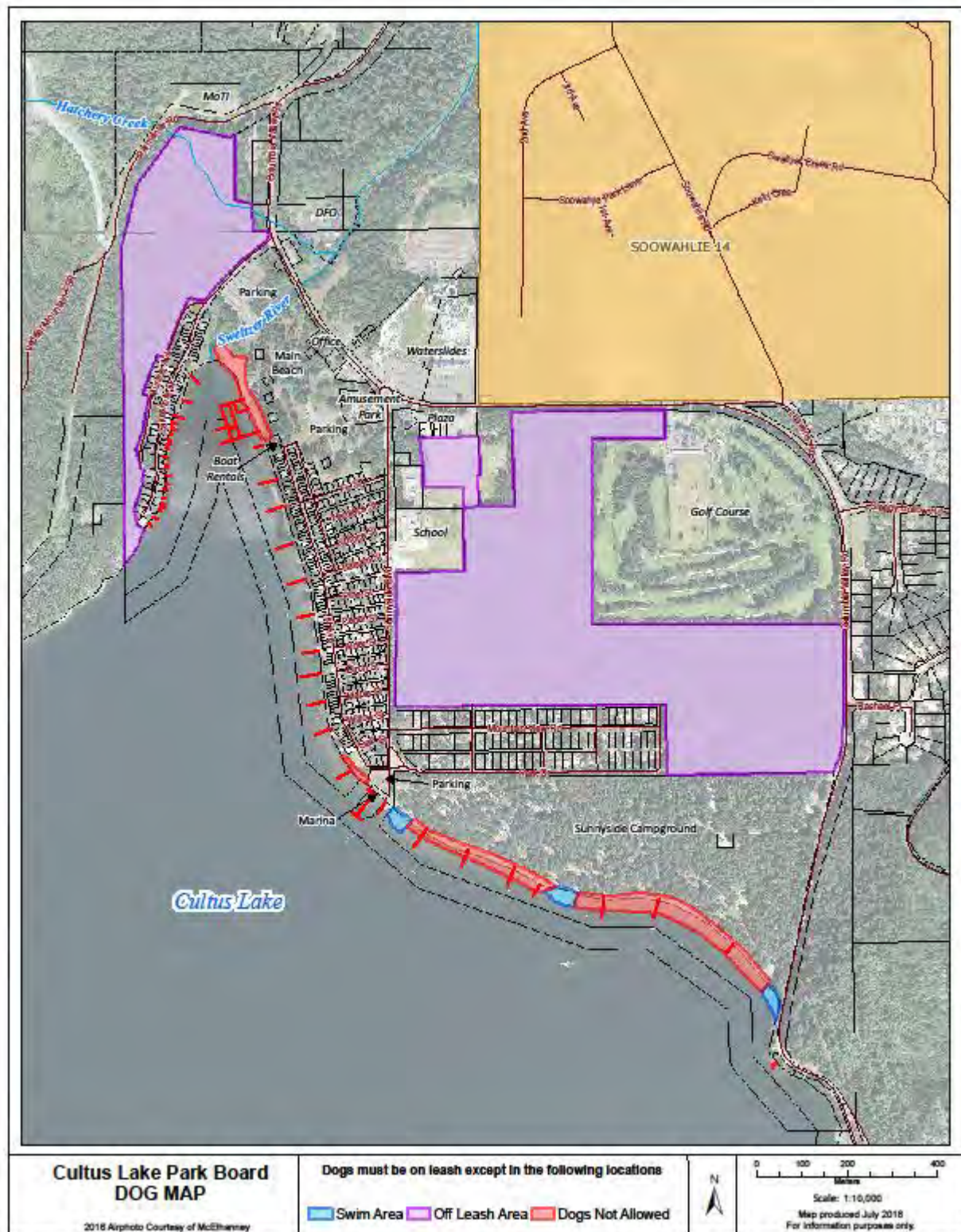
Per diem care expenses.....\$10.00

SCHEDULE B

Dog-Specific Areas:

- A) **NO DOGS:** Public Recreation Areas (See Map Schedule C)
- B) **DOGS ON LEASH:**
 - *All public areas*
- C) **DOGS OFF LEASH – UNDER CONTROL**
 - *Dog play zone/areas*
 - *Dog swim zone/areas*

SCHEDULE C





Cultus Lake Park

BOATING AND FORESHORE BYLAW

Bylaw No. 1143, 2019

A Bylaw to regulate Boating and the Foreshore.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

- 1.1 This Bylaw may be cited as “Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019”.

2. INTERPRETATION

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Apparatus**” means the equipment or machinery needed for a particular activity or purpose.

“**Board**” means the elected Board for the Park.

“**Boat**” means any watercraft or vessel propelled on water by any means.

“Boat Launch” means a ramp from the shore into the lake that is used for the purpose of launching a boat or removing a boat from the water.

“Boat Lift” means a structure supported from the bottom of the lake which facilitates the removal of boats from the water and can allow for a boat to be stored above the water.

“Buoy” means an anchored float used for moorage purposes.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Cured Concrete” means providing adequate moisture, temperature, and time to allow the concrete to achieve the desired properties for its intended use.

“Float Plane” means an aircraft equipped with floats for landing on water.

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high water mark.

“Grassed Area” means the grassed area between the foreshore and lakeside residences and other such structures.

“Houseboat” means a boat that can be moored for use as a dwelling.

“Inflatable” means a plastic or rubber object that must be filled with air before use; including, but not limited to: party islands.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park.

“Moor” means to attach a boat or ancillary or related equipment to a buoy or to anchor without a buoy, boat lift or dock and leave unattended.

“Owner” means a person in possession or operation of a motor vehicle, boat, or ancillary or related equipment.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by The Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, occupier or tenant of leased land, personal or other legal representatives of a person to whom the context can apply according to law; however does not apply to Park Staff fulfilling or carrying out duties and responsibilities.

“Personal Watercraft” means a recreational watercraft that the rider sits or stands on, rather than inside as in a boat. Personal watercrafts are often referred to by the brand names such as Jet Ski, Wave Runner or Sea-Doo.

“Public Area” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beach, wharf, school ground, grassed area, or such premises as the Board may from time to time designate.

“Resident” means the leaseholder; or a person(s) renting a residence within the Park as a permanent address from a leaseholder.

“Swim Raft” means a flat structure, typically made of planks, logs or barrels that floats on water and is used as a platform for swimmers.

“Wharf” means a structure on the shore extending out into the Park foreshore.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. RULES AND REGULATIONS

3.1 GUIDELINES

- (a) Every person operating or in the possession of a buoy, boat, boat trailer or ancillary or related equipment thereto within the Park is subject to the rules and regulations as outlined below.
- (b) Any contravention of the provisions set out in this Bylaw that results in the removal of a buoy, boat, boat trailer or ancillary or related equipment will be at the owner's risk and expense.

3.2 BOATING CONDITIONS IN THE PARK

- (a) No person will launch or operate a motor boat from any lands in the Park if that motor boat is equipped with an exhaust system that permits the exhaust gases from the engine to be expelled directly into the air without first passing through the water unless the boat motor is equipped with a muffling device that ensures the exhaust gases from the engine are cooled and expelled without excessive noise.
 - i. No person will operate a motor boat powered by an engine equipped with the exhausting devices commonly described as dry stacks or dry headers;
 - ii. No person will operate a motor boat powered by an engine equipped with exhausting devices commonly described as water injected headers unless a properly operating muffler is installed;
 - iii. No person will operate a motor boat so as to cause noise which disturbs the peace, rest, enjoyment, comfort or convenience of the neighborhood or of persons in the vicinity.
- (b) Motor boats are prohibited in all areas designated as swimming areas and dog swim areas.

- (c) Boats of any kind are prohibited to be moored to public wharves.
- (d) All persons are required to observe the 5 km speed limit and conditions set out by the Park and approved by Transport Canada for operation of a boat in the foreshore.
- (e) It is prohibited for any person using a boat of any kind to discharge any sewage, rubbish or petroleum wastes in the Park.
- (f) Fueling of boats from the public boat launch, and any area within the foreshore is prohibited.
- (g) Fueling of boats from public wharves is prohibited between the hours of 11:00 am and 7:00 pm.

3.3 RAFTS, BUOYS AND BOAT LIFTS WITHIN THE FORESHORE

- (a) Houseboats are prohibited to moor or anchor within the foreshore. Failure to comply will result in fines and or removal in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- (b) Boat lifts and wharves are prohibited without the express written permission of the Cultus Lake Park Board. A maximum of one (1) boat lift per residence be allowed and the placement of boat lifts is at the discretion of the Cultus Lake Park Board.
- (c) Buoys' current locations may be required to be relocated as determined by the Board and or CAO. Reasons may include, but are not limited to, being too close to another buoy, swim line or impede access to a wharf.
- (d) All requests for a new buoy require the completion of the Cultus Lake Moorage Application form and are subject to availability.
- (e) Placement of all buoys and boat lifts is at the sole discretion of the Board and or the CAO.
- (f) No person will place a buoy in the Cultus Lake Park foreshore unless
 - I. the part of the buoy that shows above the surface of the water is at least 18”(46cm) – 24”(61cm) wide and at least 12”(30cm) high;
 - II. the buoy displays, on opposite sides, the capital letters “PRIV” that are:
 - as large as is practical for the size of the buoy, and
 - marked in black;
 - III. the buoy displays, in a conspicuous location and in a permanent and legible manner, the name, full address and phone number of its owner.
 - IV. the buoy is colored white and orange, with the orange color covering the top one third of the buoy above the waterline.
 - V. The owner of a buoy in the Cultus Lake Park foreshore will ensure that the information required by section 3.3 (f) II., III. and IV. are accurate and visible at all times.
 - VI. For more information about the above noted requirements, see The Department of Justice website, Private Buoy Regulations.

- (g) Park Staff will monitor the foreshore for non-complying and/or non-registered buoys. Failure to comply will result in fines and or removal in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- (h) Acceptable apparatus to be moored to a buoy is a boat, a personal watercraft, a float plane or an inflatable. No more than one apparatus will be moored on a buoy at a time. Failure to comply will result in fines and or removal in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- (i) Should a boat break loose from a buoy, if possible, the Park Staff will make their best efforts to contact the registered owner. The Park accepts no liability for boat rescue.
- (j) It is the responsibility of the buoy owner to ensure that they use cured concrete, as the only acceptable material for their anchors. Unacceptable anchors may be removed by Park Staff.
- (k) The buoy owner will be responsible for the integrity of their entire mooring system; anchor, chain, and buoy.
- (l) Annual Registration is mandatory and due by **March 15th** for all boats moored in the foreshore. The Cultus Lake Moorage Registration form must be completed in its entirety and the fee paid in accordance with Schedule A of the Bylaw. A 10% late fee will be applied to any payments after **March 15th**. Any unregistered or non-conforming buoys and anchor systems will be removed, at the owners' risk and expense. Removed buoys and anchor systems will be held for 30 days for pickup. Once a buoy has been removed by Park Staff, the buoy location will be forfeited.
- (m) A buoy or boat lift location cannot be transferred to a new owner or sold with a residential property without the authorization of the Board.
- (n) If the registered buoy or boat lift owner no longer wants to maintain the buoy or boat lift location the Park must be notified and the buoy or boat lift must be removed by owner.
- (o) If the owner of an existing swim raft wishes to retain control and assume liability for the swim raft, then the owner must register the swim raft each year with the Park. No annual fee will apply. If the owner does not wish to assume responsibility and liability, the swim raft will be removed by Park Staff. 30 days' notice will be given to the owner.
- (p) Any new or replacement swim raft will require written permission from the CAO.
- (q) There will be no overnight occupancy in a motor boat within the foreshore. Failure to comply will result in fines and or removal in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- (r) It is the buoy owner's responsibility to ensure that any boat moored to their buoy maintains adequate liability insurance.
- (s) Buoy stickers must be affixed to registered buoys before July 1st.

3.4 MOORAGE AND STORAGE

- (a) Boat moorage in the foreshore is prohibited in all swim areas. Failure to comply will result in fines and or removal in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

- (b) No person will moor a boat or ancillary or related equipment within the foreshore, unless it is moored to a compliant and registered buoy, or boat lift.
- (c) No person will store or leave any boat or ancillary or related equipment on Park property overnight.
- (d) Boats are not permitted to be chained or tethered to any tree in any way.
- (e) Any such boat, or ancillary or related equipment left in violation of subsections 3.4 (a), (b), (c) and (d) above, will be moved to the Public Works Yard and the owner will be subject to a fine in accordance with Schedule A-3 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019. Any article in storage for a period of 90 days will be disposed of. Whenever possible, owners will be notified before disposal. The Park is not liable for any damages as a result of the impoundment. An impoundment fee will be charged in accordance with Schedule A.

3.5 BOAT TRAILER PARKING

- (a) Leaseholders and residents may park their boat trailer within their lease lot boundaries.
- (b) Daily boat trailer parking is available in the designated parking areas within Lot B (Main Beach) for a fee in accordance with Schedule A of this Bylaw.
- (c) Limited daily outdoor boat trailer parking is available for leaseholders and residents at the Public Works Yard from **June 1 to September 30** for a fee as set out in accordance with Schedule A of this Bylaw.
- (d) Limited monthly outdoor boat and boat trailer parking is available for leaseholders and residents at the Public Works Yard from **October 1 to May 31** for a fee as set out in accordance with Schedule A of this Bylaw.

3.6 BOAT LAUNCH

- (a) Leaseholders may purchase an annual boat launch permit from the Park Office for a fee in accordance with Schedule A of this Bylaw.
- (b) A daily boat launch permit may be purchased from the parking meter in Lot C for a fee as outlined in accordance with Schedule A of this Bylaw. Parking fees are not included in the boat launch fee.
- (c) A daily boat launch, vehicle and trailer parking permit may be purchased from the parking meter in Lot C for a fee as outlined in accordance with Schedule A of this Bylaw.

4. FEES AND FINES

- 4.1** All leaseholders, residents, visitors, and persons are subject to the fines and the provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and Schedule A-3 in that bylaw
- 4.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.
- 4.3** Any contravention of the provisions set out in this Bylaw that results in the removal of a buoy, boat, boat trailer or ancillary or related equipment thereto will be at the owner's risk and expense.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

The Cultus Lake Park Boating and Foreshore Bylaw No. 1113, 2018 and all amendments are repealed.

7. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXXX, 2019

READ A SECOND TIME this XX day of XXXXXX, 2019

READ A THIRD TIME this XX day of XXXXXX, 2019

ADOPTED this XX day of XXXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Boating and Foreshore Bylaw No. 1143, 2019

Chief Administrative Officer

Schedule A

BOATING FEES

Anchor removal.....	Actual cost + 25% overhead
Annual moorage registration fee (includes launch fees).....	\$150.00
Annual boat launch permit.....	\$50.00
Boat rescue.....	Actual hourly staff rate + 50% overhead
Daily boat trailer storage (parking lot B) June 1 to September 30.....	\$10.00
Daily boat launch fee.....	\$15.00
Daily boat launch, vehicle and trailer parking (parking lot C).....	\$25.00
Daily outdoor boat trailer parking at Public Works Yard (leaseholders and residents only) June 1 to September 30.....	\$2.50/day
Monthly outdoor boat trailer parking at Public Works Yard (leaseholders and residents only) October 1 to May 31.....	\$65.00/month



Cultus Lake Park

BURNING CONDITIONS, RESTRICTIONS AND FIRE BAN BYLAW

Bylaw No. 1144, 2019

A Bylaw to regulate Burning Conditions, Restrictions and Fire Bans.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019”.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Barbeque**” means a devise that cooks food by applying heat from below, fueled by propane.

“**Board**” means the elected Board for the Park.

“**Briquette**” means a block of compressed charcoal or coal dust used as fuel.

“Charcoal/Coal” means a carbonaceous material obtained by heating wood or other organic substances in the absence of air.

“Camping Stove” a portable stove powered by propane, butane gas canisters, or any other means, designed to be used for cooking while outdoors.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Designate” mean a person appointed by the CAO.

“Designated Areas” means the residences located on Park Drive, Mountain View Road, Sunnyside Campground and the Cultus Lake Cabins.

“Fire Chief” means the person who is in charge of the fire department.

“Fire Pit/Fire Place” means a gas burning structure of stone, brick or metal that contains and prevents a fire from spreading.

“Nuisance” means anything that annoys, irritates, disturbs or interferes with a person’s use or enjoyment of private or public property or is offensive to the senses or causes injury to health, comfort or convenience of any person.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, occupier or tenant of leased land, personal or other legal representatives of a person to whom the context can apply according to law; however does not apply to Park Staff fulfilling or carrying out duties and responsibilities.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, school ground or such premises as the Board may from time to time designate.

“Smoker Units” means an apparatus for cooking at low temperatures in a controlled, smoky environment, powered by a wide variety of fuels, including electricity, propane or natural gas, wood, charcoal, and pellets.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. BURNING CONDITIONS, RESTRICTIONS AND FIRE BANS

3.1 Open burning wood fires are prohibited in the Park except in designated areas. Fires must be in a container, apparatus or physical construct that is capable of controlling the spread of the fire and must not be left unattended and an adult must be present at all time. Wood burning fires are only allowed in designated areas. The only material permitted to be burned in fire pits, with the exception of those units as approved in 3.2, is untreated wood.

- 3.2** CSA-approved free-standing propane and natural gas fireplaces, fire pits, barbeques and camp stoves are permitted on residential leased property in the Park.
- 3.3** Smoker units are prohibited in the Park.
- 3.4** No person will continue to burn if it is the cause of an unreasonable nuisance to any other person in the neighbourhood because of drifting smoke, ash or an unpleasant odour.
- 3.5** Flames must be kept low six (6) inches (15 cm) in height and a safe distance from any building, combustible structure or any type of material that may be subject to combustion.
- 3.6** Propane barbeques only will be permitted in the areas as shown on Schedule B.
- 3.7** No fires are allowed in public areas of the Park unless approved by the CAO.
- 3.8** All propane or natural gas units are prohibited on the wharves and the beach. See schedule B.
- 3.9** The use of charcoal, coal or briquettes is prohibited within the public areas of the Park.

Fire Bans

- 3.10** For the safety of the public and protection of property and natural resources, it is prudent to prohibit open burning from time to time and when certain weather and other conditions heighten the threat of forest and other wild fires.
- 3.11** The CAO is the Park Board official authorized to and responsible for instituting and/or lifting fire bans within Cultus Lake Park by the following:
 - (a) The authority to institute and/or lift a fire ban, within part or whole of Cultus Lake Park is at the sole discretion of the CAO or in consultation with the Fire Chief.
 - (b) A fire ban will prohibit all open flames including; campfires, wood fires, candles, tiki torches, fireworks, firecrackers, sky lanterns, burning barrels or burning cages of any size or description, the use of charcoal, coal, briquettes and the use of binary exploding targets, (e.g. for rifle target practice).
 - (c) This prohibition does not apply to CSA-rated or ULC-rated cooking stoves that use propane or natural gas, unless otherwise directed by CAO or in consultation with the Fire Chief.

4. FINES

- 4.1** All leaseholders, residents, visitors, and persons are subject to the fines and the provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-4 in said bylaw

- 4.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a Court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1104, 2018 is repealed.

7. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park Burning Conditions,
Restrictions and Fire Ban Bylaw No. 1144, 2019

Chief Administrative Officer



Cultus Lake Park

LITTERING BYLAW

Bylaw No. 1145, 2019

A Bylaw to regulate Littering.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Littering Bylaw No. 1145, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Boulevard**” means that portion of highway between the curb lines or the lateral boundary lines of a road way and the adjoining property or between the curbs on median strips or islands, but does not include curbs, sidewalks, ditches or driveways.

“**CAO**” means the Chief Administrative Officer; a position appointed by the Board.

“**Designate**” means a person appointed by the CAO.

“Highway” means any street, roadway, laneway, sidewalk, boulevard, place or right of way which the public is ordinarily entitled or may be permitted to use for the passage of vehicles or pedestrians and includes a structure located in any of those areas.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and commercial purposes.

“Litter” means any garbage discarded in an open or public area.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, school ground, or such premises as the Board may from time to time designate.

“Rubbish” in addition to its common dictionary meaning, will include decaying or non-decaying solid and semi-solid wastes, including, but not limited to, both combustible and non-combustible wastes, such as paper, trash, refuse, cardboard, waste material, cans, glass, bedding, mattresses, crates, rags, barrels, boxes, lumber not neatly piled, scrap iron, tin and other metal, scrap paving material, construction and demolition waste, derelict vehicles and other vessels, tires, batteries, machinery, mechanical or metal parts, discarded or dilapidated appliances, discarded or dilapidated furniture, ashes from fireplaces and on-site incinerators, yard clippings and brush, wood, dry vegetation, dirt, weeds, dead trees and branches, stumps, and piles of earth mixed with any of the above.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. LITTERING

- 3.1** No person will deliver, circulate or place circulars, pamphlets, handbills or papers (with the exclusion of newspapers) to, on or within any leased lot, building, vehicle, unless such deliveries are deposited within a receptacle provided by the leaseholders or occupiers of the leased lot or building and requires prior written permission issued by the CAO or designate.
- 3.2** No person will deposit or throw bottles, broken glass, circulars, pamphlets, handbills, paper or other litter, rubbish or trash anywhere within the Park except in a receptacle designated for that purpose.
- 3.3** No person will dump household and/or yard waste in any public areas within the Park or wooded areas.
- 3.4** No person will carry into, or cause to be placed in the Park or lake, refuse, litter or dangerous goods.

4. FINES

- 4.1** All leaseholders, residents, visitors, and persons are subject to the fines and provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-5 in said bylaw.
- 4.2** Each occurrence that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park Littering Bylaw No. 1109, 2018 and all amendments are repealed.

7. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXX, 2019

READ A SECOND TIME this XX day of XXXX, 2019

READ A THIRD TIME this XX day of XXXX, 2019

ADOPTED this XX day of XXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Littering Bylaw No. 1145, 2019.

Chief Administrative Officer



Cultus Lake Park

MANAGEMENT OF PUBLIC AREAS BYLAW

Bylaw No. 1146, 2019

A Bylaw to regulate the Management of Public Areas.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Management of Public Areas Bylaw No. 1146, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Board**” means the elected Board for the Park.

“**Boulevard**” means that portion of highway between the curb lines or the lateral boundary lines of a road way and the adjoining property or between the curbs on median strips or islands, but does not include curbs, sidewalks, ditches or driveways.

“**CAO**” means the Chief Administrative Officer; a position appointed by the Board.

“**Designate**” means a person appointed by the CAO.

“Grass” means vegetation consisting of typically short plants with long narrow leaves, growing wild or cultivated on lawns and pasture.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by Cultus Lake Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, school ground, or such premises as the Board may from time to time designate.

“Recreational Vehicle” means a motor vehicle or trailer equipped with living space and amenities found at home.

“Squatter” means a person who settles on land or occupies property without title.

“Tree” means a member of any evergreen or deciduous species having one or more self-supporting trunk(s) and including the roots, branches, trunk, crown, or any part thereof.

“Unmanned Aerial Vehicle” A powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable, and can carry a lethal or nonlethal payload. Also known as a UAV or drone.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Wharf” means a structure on the shore extending out into the Park foreshore.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. MANAGEMENT OF PUBLIC AREAS

3.1 No person, other than Park staff, will use fertilizers, pesticides or herbicides in public areas.

- 3.2 No person will alter, change or mow grass in public areas without the prior written permission of the CAO.
- 3.3 Beaches, wharves and playgrounds in the Park are normally closed from: 11:00 pm – 6:00 am. The CAO or designate will have discretion to alter these times.
- 3.4 Parking lots in the Park are normally closed from 11:00 pm – 7:00 am. The CAO or designate will have discretion to alter these times.
- 3.5 No person will use the public areas that have been designated closed by the CAO or designate due to operational, maintenance and/or safety purposes.
- 3.6 No person, with the exception of Park Staff, will remove any items from any garbage or recycling receptacle.
- 3.7 No person will consume or possess any open liquor or alcoholic beverage in any public area within the Park as per *BC Liquor Control Licensing Act*.
- 3.8 No person will operate an Unmanned Aerial Vehicle (commonly known as a Drone) without written permission from the CAO.
- 3.9 No person will place or occupy any building, structure, works, tent, vehicle, secondary temporary accommodation or recreational vehicle on any part of the Park, other than on a lot for which a lease or written permission has been issued by the Board.
- 3.10 No person will discharge a firearm within the boundaries of the Park, with the exception of a Conservation Officer or Peace Officer carrying out his/her official duties, as per Federal and Provincial Statutes.
- 3.11 No person will have in their possession, except at their place of residence, any firearm and then only as set out in the *Firearm Act*.
- 3.12 No person will climb, peel, cut, deface, remove, top, injure or in any way damage any tree planted, growing or being in the Park.
- 3.13 No person will deface, remove, damage or destroy any structure, fence, or facility in public areas.
- 3.14 No person will place or erect any structure, sign, bulletin board, post, pole or any other advertising device or distribute or post, paint or affix any advertising in public areas of the Park without prior written permission issued by the CAO or designate.
- 3.15 No squatters or overnight camping in a public areas.

4. FINES

- 4.1 All leaseholders, residents, visitors, and persons are subject to the fines and provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-6 in said bylaw
- 4.2 Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park Management of Public Areas Bylaw No. 1107, 2018 and any amendments are repealed.

7. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Management of Public Areas Bylaw No. 1146, 2019

Chief Administrative Officer



Cultus Lake Park

NOISE REGULATION BYLAW

Bylaw No. 1147, 2019

A Bylaw to regulate Noise.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Noise Regulation Bylaw No. 1147, 2019.”

2. INTERPRETATION

- 2.1** Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“Building Inspector” means the building officials designated or appointed by the Board of Directors of Fraser Valley Regional District (FVRD).

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high water mark.

“Highway” means any street, roadway, laneway, sidewalk, boulevard, place or right of way which the public is ordinarily entitled or may be permitted to use for the passage of vehicles or pedestrians and includes a structure located in any of those areas.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and/or commercial purposes.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park Board.

“Nuisance” means anything that annoys, irritates, disturbs or interferes with a person’s use or enjoyment of private or public property or is offensive to the senses or causes injury to health, comfort or convenience of any person.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Public Address System” means a sound amplification system, either by megaphone or electronically, used outdoors to broadcast the spoken word and/or music to the public in general and includes outdoor sound amplification systems used for purposes of a performance, concert, exhibition or entertainment, but does not include systems used for internal communications in schools and businesses.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, school ground or such premises as the Board may from time to time designate.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Wharf” means a structure on the shore extending out into the Park foreshore.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. NOISE REGULATION

Exemptions

3.1 Notwithstanding anything contained herein, no person will be guilty of an infraction of this Bylaw while:

- (a) operating or in charge of Fire Department, Police or Ambulance Vehicles while in the execution of their duties.
- (b) operating any motor vehicle, machinery or other apparatus or thing during an emergency or for a public purpose or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs and civil defense exercises.
- (c) performing works of an emergency nature for the preservation or protection of life, health or property, provided that, the onus will be on the person performing the work to show cause that the work was of an emergency nature.
- (d) lawfully carrying on a trade or industry at a commercial, light industrial or residential zoned area, provided that the sound or noise there from does not exceed the sound or noise common to such trade or industry where carried out in accordance with generally accepted industry standards using equipment and facilities in good operating order.
- (e) operating residential household equipment including, but not limited to, pool pump motors, air conditioning units, exhaust fans, hot tub pumps and generators during power outages, provided that the sound or noise there from does not exceed the sound or noise common to such household equipment when in good operating order and being used in accordance with generally accepted industry standards.

Special Exemptions

3.2 (a) Construction Permits:

Where the FVRD Building Inspector considers that it is impossible or impractical for a person to comply with subsection 3.1 (d) and (e), the Building Inspector may, upon application in writing, grant a construction permit to carry out work that is found to be necessary, at designated hours on designated days and on such other terms and conditions as the Building Inspector considers reasonable in the circumstances.

3.3 General Prohibitions:

- (a) No person will make, cause, or permit to be made or caused, any noise in or on any private property or place or on a highway, public road, laneway or other public area in the Park which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of that place.
- (b) No person being the leaseholder, occupier or tenant of a leased lot will allow or permit such leased lot to be used so that noise or sound which occurs thereon or emanates there from, disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons on the same property or in the neighborhood or vicinity of that property.
- (c) In terms of this Bylaw, quiet hours in the Park are between 11:00 P.M. and 7:00 A.M. No person will make unnecessary or continuous noise during these quiet hours.

3.4 Motor Vehicle Noise

As per the *BC Traffic Act*, the following noises are considered unnecessary, objectionable or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public and will be considered an offence:

- (a) the squeal of a tire on a road surface made by a motor vehicle which is accelerating, stopping or changing direction;
- (b) a loud, roaring or explosive sound emitted by a motor vehicle within the Park;
- (c) the amplified sound of a radio, CD-player or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates from a motor vehicle and can be easily heard by someone outside the motor vehicle;
- (d) the sound of an automobile security system which is made, either continuously or intermittently, for a period exceeding three (3) minutes or made more than three (3) times in a 24-hour period;
- (e) the sound of a horn or other warning device on a motor vehicle used for any purpose other than as an audible warning incidental to the safe operation of the

motor vehicle;

- (f) the sound of a brake or other type of engine brake on a motor vehicle used or operated for any purpose other than as an audible warning incidental to the safe operation of the motor vehicle.

3.5 Vehicles Idling and Air Quality

- (a) It will be an offence to idle or otherwise run continuously for more than three (3) minutes at the same location, except:
- (b) a vehicle containing equipment that must be operated inside or in association with a vehicle;
- (c) a vehicle serving as a facility for taking measurements or making observations by or on behalf of the Park, public utility, police, fire or ambulance.

3.6 Specific Prohibitions:

Without limiting the generality of subsection 3.3 herein:

- (a) No person will play or operate any radio, stereophonic equipment or other instrument or any apparatus for the production or amplification of sound either in or on private premises or on any highway, public road, laneway, wharf, foreshore or other public area in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of those premises or place; Fine applies per attendance.
- (b) Public address and/or sound systems are not permitted in the Park without written permission from the Chief Administrative Officer (CAO) or Board.
- (c) No person being the leaseholder, occupier or tenant of a leased lot will allow or permit such leased lot to be used by a person or persons for playing or operating any radio or stereophonic equipment or other instrument or other apparatus for the production or amplification of sound in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of said leased lot.
- (d) No person will own, keep or harbor any animal or bird which by its cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of persons in the vicinity.
- (e) No person may operate, or cause, suffer or permit the operation of, any motorized lawn-grooming, garden equipment or pressure washers in the Park between the hours of 9:00 p.m. and 8:00 am, with the exception of Park Staff.
- (f) Subject to subsection 3.3(a), no person in the Park, leaseholder or occupant of a leased lot will, on any day before 7:00 am or after 7:00 pm, or before 8:00 am on weekends and statutory holidays, cause, permit or allow a person to construct, erect, reconstruct, alter, repair or demolish any building, structure or thing, or excavate or fill in land in any manner which causes noise or sounds in or on a highway or elsewhere in the Park which disturbs or tends to disturb, the quiet,

peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity

- (g) No person will create a nuisance or disturbance upon any portion of a highway, public road, laneway or other public area by participating in a fight or other similar physical confrontation between consenting or non-consenting persons.

4. FEES AND FINES

4.1 All leaseholders, residents, visitors and persons are subject to the fee as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-7 in said bylaw.

4.2 Each occurrence that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park Noise Regulation Bylaw No. 1105, 2018 and all amendments are repealed.

7. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of "Cultus Lake Park Noise Regulation
Bylaw No. 1147, 2019"

Chief Administrative Officer

Schedule A

Fees

Public address and/or sound system permit fee.....\$100.00/day



Cultus Lake Park

NO SMOKING BYLAW

Bylaw No. 1148, 2019

A Bylaw to regulate Smoking.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the "Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This bylaw may be cited for all purposes as "Cultus Lake Park No Smoking Bylaw No. 1148, 2019".

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITION OF TERMS

"Building Inspector" means the building officials designated or appointed by the Board of Directors of Fraser Valley Regional District (FVRD).

"CAO" means the Chief Administrative Officer; a position appointed by the Board.

"E-Cigarette" means an (electronic cigarettes or personal vaporizer) that simulates the look and feel of a conventional cigarette and uses a battery to heat a liquid solution, producing a visible, vapour emission that may produce an odour depending on the flavour of the liquid used. "Vaping" is inhaling or exhaling an e-cigarette.

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high-water mark.

“Highway” means any street, roadway, laneway, sidewalk, boulevard, place or right of way which the public is ordinarily entitled or may be permitted to use for the passage of vehicles or pedestrians and includes a structure located in any of those areas.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and/or commercial purposes.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park Board.

“Nuisance” means anything that annoys, irritates, disturbs or interferes with a person’s use or enjoyment of private or public property or is offensive to the senses or causes injury to health, comfort or convenience of any person.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Public Address System” means a sound amplification system, either by megaphone or electronically, used outdoors to broadcast the spoken word and/or music to the public in general and includes outdoor sound amplification systems used for purposes of a performance, concert, exhibition or entertainment, but does not include systems used for internal communications in schools and businesses.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, school ground or such premises as the Board may from time to time designate.

“Smoke or Smoking” means to inhale, exhale, burn or carry a lighted cigarette, cigar, cigarillos, pipe, hookah pipe, electronic cigarette, vaporizing system or other smoking equipment, that burns or vaporizes, tobacco, marijuana or any other substance. A person must not use a controlled substance or other smoking equipment that burns or vaporizes tobacco, marijuana or any other substance in the areas noted below.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Wharf” means a structure on the shore extending out into the Park foreshore.

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.
- 3.** Smoke free parks and outdoor spaces contributes to a healthy and safe environment. Cultus Lake Park No Smoking Bylaw prohibits smoking, except for the exempted areas and uses in, inter alia, the following designated areas:
- Public Green spaces;
 - Beach and Foreshore area;
 - Treed areas;
 - Trails;
 - Parking lots;
 - Playgrounds;
 - Public washrooms;
 - Off leash dog areas;
 - Volley Ball and tennis courts;
 - Residential roadways;
 - Common areas in Sunnyside Campground

The following areas and uses are exempted from the provisions of this bylaw:

- The ceremonial burning of tobacco as part of an Aboriginal cultural activity;
- Sunnyside Campground individual camping sites; and
- Residential properties.

4. FINES

- 4.1** All leaseholders, residents, visitors, and persons are subject to the fines and provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-8 in said bylaw.
- 4.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a Court or competent jurisdiction, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park No Smoking Bylaw No. 1077, 2016 is repealed.

7. EFFECTIVE DATE

This bylaw shall come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of "Cultus Lake Park No Smoking
Bylaw No. 1148, 2019".

Chief Administrative Officer



Cultus Lake Park

PROPERTY MAINTENANCE BYLAW

Bylaw No. 1149, 2019

A Bylaw to regulate Property Maintenance.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines and the provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Property Maintenance Bylaw No. 1149, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“Accumulation” means a buildup, growth or collection, scattered, amassed or piled, existing at the time of inspection.

“Boulevard” means that portion of highway between the curb lines or the lateral boundary lines of a road way and the adjoining property or between the curbs on median strips or islands, but does not include curbs, sidewalks, ditches or driveways.

“Building Inspector” means the building officials designated or appointed by the Board of Directors of Fraser Valley Regional District (FVRD).

“Chattels” means something that a person owns other than land or buildings.

“Container” means a dumpster, garbage can, garbage bin or other receptacle designed, intended or used to hold rubbish, discarded materials and debris.

“Derelict Vehicle” means any vehicle or part thereof, propelled otherwise than by muscle power which:

- (a) is physically wrecked or disabled;
- (b) is not capable of operating under its own power.

“Graffiti” means one or more letters, symbols, writing, pictures or marks, however made, posted, scratched, painted or drawn on any structure or thing but does not include any of the following:

- (a) A sign, public notice or traffic control mark authorized by a CAO, Bylaw or Provincial or Federal legislation; or
- (b) In the case of private property, letter, symbol or mark for which the leaseholder of the property on which the letter or symbol or mark appears has given prior, written authorization.

“Laneway” means a public thoroughfare or way which affords only a secondary means of access to a lot at the side or rear.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and/or commercial purposes.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park Board.

“Noxious Weed” means any weed designated by regulation to be a noxious weed pursuant to the *British Columbia Weed Control Act*.

“Nuisance” means anything that annoys, irritates, disturbs or interferes with a person's use or enjoyment of private or public property or is offensive to the senses or causes injury to health, comfort or convenience of any person.

“Offensive Matter” means physical objects which are objectionable to the public.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

"Rubbish" means in addition to its common dictionary meaning, will include decaying or non-decaying solid and semi-solid wastes, including, but not limited to, both combustible and non-combustible wastes, such as paper, trash, refuse, cardboard, waste material, cans, glass, bedding, mattresses, crates, rags, barrels, boxes, lumber not neatly piled, scrap iron, tin and other metal, scrap paving material, construction and demolition waste, derelict vehicles and other vessels, tires, batteries, machinery, mechanical or metal parts, discarded or dilapidated appliances, discarded or dilapidated furniture, ashes from fireplaces and on-site incinerators, yard clippings and brush, wood, dry vegetation, dirt, weeds, dead trees and branches, stumps, and piles of earth mixed with any of the above.

"Sight Distance" means a clear line of vision between conflicting motorists, cyclists and pedestrians that allows sufficient time for safe maneuvers to be made without significantly affecting the conflicting traffic.

"Unightly", means in addition to its common dictionary meaning and regardless of the condition of other properties in the neighborhood, will include property having any one or more of the following characteristics:

- (a) the storage, location or accumulation visible to a person standing on a public highway or on nearby property, or in a building or structure situated on a public highway or nearby property, of filth, rubbish, graffiti or any other discarded materials;
- (b) the untidy storage, location or placement of building materials on a site where construction is not taking place, except where they cannot be seen from a public highway or from nearby property, or from a building or structure situated on a public highway or nearby property;
- (c) landscaping or vegetation that is dead or characterized by uncontrolled growth or lack of maintenance, or is damaged;
- (d) any other similar conditions of disrepair, dilapidation, or deterioration;
- (e) any unlicensed or unregistered vehicles in a state of disrepair or disassembly.

"Vehicle" means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle, and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

"Weed" means a wild plant growing where it is not wanted and in competition with cultivated plants.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. PROPERTY MAINTENANCE

Regulations

3.1 No leaseholder, occupier or tenant of a leased lot will cause, suffer or permit:

- (a) rubbish, noxious, offensive, or unwholesome matter to collect or accumulate on the leased lot;
- (b) rubbish to overflow from or accumulate around any container situated on the leased lot;
- (c) the leased lot to become or remain unsightly;
- (d) the accumulation of dead landscaping, vegetation, noxious weeds or other growths to occur or to remain on the leased lot;
- (e) the infestation of caterpillars or other insects, mice, rats, or other pests, or destructive animals to occur on the leased lot;
- (f) in respect to a leased lot for which a Building Permit has been issued by the Building Inspector, demolition waste, construction waste or trade waste to accumulate on the leased lot;
- (g) an accumulation of motor vehicle parts or any vehicle which is in a state of disrepair or disassembly, or is a derelict vehicle.

Vacant Premises

3.2 No leaseholder, occupier or tenant of a leased lot will cause or create a nuisance, or permit a nuisance to be caused or created by allowing a vacant building on a leased lot to fall into such a state of disrepair that it becomes unsightly or creates a hazard, danger, nuisance or inconvenience to the general public.

Graffiti

3.3 No person will place graffiti or cause graffiti to be placed, on any wall, fence, building or structure that is located in the Park.

Boulevard and Laneway Maintenance

3.4 Every leaseholder, occupier or tenant of a leased lot adjacent to a boulevard or laneway will:

- (a) ensure that the portion of the boulevard or laneway adjacent to the leased lot, up to the centerline of the laneway, is kept free and clear, at all times, of weeds, accumulations of filth, litter, discarded materials, and hazardous objects;
- (b) ensure that the leased lot is kept free and clear, at all times, of weeds that are within one meter from the boundary between the leased lot and the adjacent boulevard or laneway, so as to prevent and control the spreading of weeds to adjacent boulevards or laneways;
- (c) ensure that the leased lot is kept free and clear, at all times, of accumulations of filth, litter, discarded materials, and hazardous objects that are within one meter from the boundary between the leased lot and the adjacent boulevard or laneway;

(d) not have any obstruction and keep landscaping trimmed so that driveway and intersection sight distances are unobstructed and to prevent landscaping from encroaching over paved roadways, graveled shoulders, or sidewalks.

3.5 No leaseholder, occupier or tenant of a leased lot, or any other person, will deposit or cause, suffer or permit the deposit of litter, including any garden or vegetation waste materials on any public area of the Park.

4. FINES

4.1 All leaseholders, residents, visitors, and persons are subject to the fines and the provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-9 of said bylaw.

4.2 Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6. REPEAL

Cultus Lake Park Property Maintenance Bylaw 1108, 2018 and all amendments are repealed.

7. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Property Maintenance Bylaw No. 1149, 2019.

Chief Administrative Officer



Cultus Lake Park

SPECIAL EVENT BYLAW

Bylaw No. 1150, 2019

A Bylaw to regulate Special Events.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019”.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Special Event Bylaw No. 1150, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Applicant**” means an applicant for a permit and the holder of the issued permit.

“**Beverage Garden**” means the area within an event site where liquor may be sold, served and consumed.

“**Block Party**” means a festive event in which many members of a single community congregate, in the street to observe an event of some importance.

“**Board**” means the elected Board for the Park.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Food Vendor” means a food stand, cart or truck that sells food to event attendees for immediate consumption. Cultus Lake Park Commercial leaseholders are not considered to be “food vendors” under this definition.

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high water mark.

“Grassed Area” means the grassed area between the foreshore and lakeside residences and other such structures.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by The Park.

“Permit Holder” means a person holding a permit issued by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, occupier or tenant of leased land, personal or other legal representatives of a person to whom the context can apply according to law; however does not apply to Park Staff fulfilling or carrying out duties and responsibilities.

“Public Area” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beach, wharf, school ground, grassed area, or such premises as the Board may from time to time designate.

“Special Event” means an infrequently occurring or one-time event outside of regular programs or activities of the sponsoring body, offering an opportunity for leisure, social or cultural experience outside of everyday choices. Special events include, but are not limited to, parades, races, walks, performances, concerts, festivals, group celebrations, receptions, weddings, filming activities and entertainment.

“Special Event Application” means an application provided by the Park office for special events organizers to apply for special events.

“Special Event Permit” means a permit issued by the BC Liquor Control and Distribution Branch to serve or sell alcohol at a special event.

“Swim Line” means a floating partition that separates different areas within the Cultus Lake Park foreshore.

“Wedding” means a ceremony where two people are united in marriage.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. RULES AND REGULATIONS

3.1 Every person operating a Special Event or Block Party within the Park is subject to the rules and regulations as outlined below.

3.2 Every person operating a Special Event or Block Party within the Park must hold a valid Special Event Permit issued by the Park office upon completion of the Special Event application process.

3.3 Applications will not be accepted for long weekends without approval from the CAO.

4. SPECIAL EVENT APPLICATION REQUIREMENTS

4.1 Special Events will not be permitted in facilities and on lands in Cultus Lake Park without prior written approval from the CAO or designate.

4.2 Organizations or persons proposing a special event must submit the completed Special Event Application and the required application fee paid in accordance with Schedule A of the Bylaw.

4.3 Applications that meet all requirements may be approved by the CAO or designate, or the Cultus Lake Park Board as necessary.

4.4 Special Event Applications, Special Event Application Fees and any special requests for Board approval, must be received by the Park office at least 60 days prior to the event date.

4.5 Once a Special Event application is approved by a person noted in section 4.3 of this Bylaw, the following is required no later than five (5) business days prior to the event date, otherwise the event may be cancelled:

- a) copy of approval from Fraser Health, if serving food (food vendors require Board approval)
- b) copy of Special Event Permit and beverage garden set up plans, if serving alcohol (beverage gardens require Board approval)
- c) copy of Ministry of Transportation approval for any road closures or disruptions
- d) copy of the comprehensive general liability insurance naming Cultus Lake Park as additional insured in the amount of five million (\$5,000,000) dollars, and if serving alcohol, a Host Liquor Endorsement.
- e) signed Rental Agreement(s), if renting the Community Hall and/or gazebo(s)
- f) any fees associated with renting the Community Hall, swim line removal, porta potties, garbage bins or other special requests
- g) \$1,000 security deposit
- h) Copy of event map, including any tents, booths, stands, vendors, beverage gardens, race routes or any other items.
- i) Confirmation of First Aid services.

4.6 Cultus Lake Park reserves the right to refuse any Special Event even though it may have received approval in previous years.

5. CANCELLATION OF SPECIAL EVENTS

5.1 Special Events cancelled within thirty (30) days of the event date will forfeit all application fees. Special Events cancelled within sixty (60) days of the event date will be issued a full refund, less a \$50 administration fee.

- 5.2** If all requirements, as outlined in 4.5, are not received by the deadline and the CAO cancels the event, all event fees paid will be forfeited.

6. SPECIAL EVENT REQUIREMENTS:

Special Requests

- 6.1** Special requests for waivers or other issues considered by the Board, must be received by the Park office, in writing, upon application. Special requests must be received at the Park Board office at least three weeks prior to the next regular Park Board Meeting.

Security Deposit

- 6.2** Applicants will provide Cultus Lake Park with a refundable security deposit of One Thousand Dollars (\$1,000.00), to cover any loss or damage resulting from the event, a minimum of five (5) working days prior to the event date. Such amount may be increased or decreased for any event if deemed necessary by the Board. Nonpayment of the security deposit will result in the event being cancelled.

Insurance

- 6.3** Applicants of approved Special Events held are required to obtain and maintain, during the term of the event, a comprehensive general liability insurance policy providing coverage of not less than five million (\$5,000,000.00) dollars naming Cultus Lake Park as an additional insured. A copy of the policy will be delivered to the Cultus Lake Park Office a minimum of five (5) business days prior to the event date. Failure to provide proof of insurance will result in the event being cancelled.

Garbage/Clean Up/Maintenance

- 6.4** Applicants must provide a site cleanup plan with their application. Applicants are responsible for the clean-up and maintenance of the facilities and lands during and following the event. If the applicant does not wish to be responsible for garbage removal, a commercial bin can be made available for a fee, as charged by the waste management service provider. Some events will be required to have additional garbage bins, depending on the type of event. This will be determined by the CAO or designate.
- 6.5** Applicants are required to return Cultus Lake property and infrastructure to an equal or better condition than that which existed prior to the event, all within 48 hours of the event, to the satisfaction of Cultus Lake Park.

Facility Rentals

- 6.6** If the Cultus Lake Community Hall is rented for a special event, a completed Rental Agreement form must be submitted to the Park office along with the required fees upon application.

Generators:

- 6.7** Any use of generators must be approved by the CAO or designate prior to the event taking place.

Parking/Traffic Control/Security/Volunteers

- 6.8** Cultus Lake Park is not responsible for providing security, volunteers, signage, barricades, fencing, parking or traffic control for any event.
- 6.9** Event vehicles may not park on Main Beach or any non-designated parking area, unless authorized to do so by the CAO or designate. Overnight parking is not permitted within the Park unless in a designated camping site or as a guest of Cultus Lake Cabins.

Event Map

- 6.10** Applicants must provide a map to the Park office with their application outlining set up of any tents, booths, stands, vendors, beverage gardens, race routes or any other items being set up.

First Aid

- 6.11** Should the event be any type of physical sporting event or require the use of boats, First Aid services must be on site. The applicant must confirm First Aid services to the Park office at least five (5) business days prior to the event along with a copy of the First Aid contract.

Roads/Emergency Access

- 6.12** The applicant will ensure appropriate public access is maintained to all roads, park and adjacent facilities to the satisfaction of the Park and will provide emergency access acceptable to the RCMP, the Fire Department and the Ambulance Service.
- 6.13** Should the event take place on Columbia Valley Highway, the applicant must provide a copy of the approval from the Ministry of Transportation to the Park office at least five (5) business days prior to the event. Should a road closure be required within the Park, the applicant must provide a copy of the transportation plan.

Swim Lines

- 6.14** Should the event require removal of any or all swim lines, a removal and replacement fee of \$500 will be charged. Requests for swim line removal must be received at the Park office upon application. The swim line removal and replacement fee is due no later than five (5) business days prior to the event date.

Beverage Gardens

- 6.15** Should an event, approved by the CAO or designate, include a beverage garden a fee must be paid in accordance with Schedule A of the Bylaw. A detailed written request must be provided with the application and will be forwarded to the Board for approval. The request must include the following details: security, fencing, set up/location and hours. Upon approval by the Board, a copy of the Special Event Permit, Special Event Server Certificate or Serving it Right Certificate must be provided to the Park office no later than five (5) business days prior to the event. If copies of the permit and certificate are not received by the required deadline, the beverage garden will be cancelled.

Food/Food Vendors

- 6.16** Should an event, approved by the CAO or designate, include a food vendor a fee must be paid in accordance with Schedule A of the Bylaw. A detailed written request must be provided with the application to be forwarded to the Board for approval. The request must include: company name, types of food being served and hours. If approved, a copy of the food permit from Fraser Health must be forwarded to the Park office no later than five (5) business days prior to the event. If the permit is not received, the food vendor will be cancelled. If the food vendor is solely for private use, written confirmation that the food vendor will not be serving the public must be provided from the event organizer.
- 6.17** Food vendors must not discharge any waste or water on Cultus Lake Park property.
- 6.18** Should the applicant be serving food, a copy of a Fraser Health Temporary Food Premises Permit must be forwarded to the Park office no later than five (5) business days prior to the event date.

Weddings

- 6.19** Wedding ceremonies are permitted within the Park upon approval from the CAO or designate. As the ceremony will be in a public place, it must not interfere with the public using the area at the same time. Requests for weddings must include: number of attendees, set up/take down details, location and any other pertinent details. Wedding receptions are only permitted at the Cultus Lake Community Hall.

Washroom Facilities

- 6.20** The applicant is to provide additional portable toilets, at their own cost, if required.

Filming:

- 6.21** Filming within Cultus Lake Park is permitted upon approval of the CAO or designate. A detailed plan regarding the filming project is to be submitted with the application.
- 6.22** Filming application fees are to be determined by the CAO or designate.

Other/Additional Requests or Services

- 6.23** Any use of bouncy castles, sound systems or DJs must be approved by the CAO or designate. Any requests must be received in writing with the application.
- 6.24** The applicant must keep in contact with Park staff in regards to any planned or unforeseen changes to the event. It is preferred that the applicant set up a pre-event meeting on site with Park staff at least one week before the event.
- 6.25** All requirements must be completed by the required due dates or the event or special request may be cancelled.
- 6.26** A Special Event Permit will be issued to the applicant upon completion of the Special Event requirements. The applicant must keep the Special Event Permit on site at all times during the event.

- 6.27** Applicants requiring additional services from Park staff will be billed at the hourly rate plus 25% overhead which will be deducted from the security deposit and if the cost is greater, the balance will be billed directly to the event organizer(s).
- 6.28** Cultus Lake Park Staff will inspect the site following an approved event. The security deposit will be refunded, providing no clean-up is required and that no damage to Cultus Lake Park property and infrastructure has occurred.

7. SPECIAL EVENT CONDITIONS WITHIN THE PARK

- 7.1** The applicant will be responsible for participant conduct.
- 7.2** The applicant will be liable for any damage done to the Park, streets, facilities or property during the event.
- 7.3** Nothing can be fastened to, hung from or placed in trees, planters or other Cultus Lake Park property without specific permission from the CAO or designate. If Staff is required to remove anything from Park property, the cost of removal will be billed at the hourly rate plus 25% overhead which will be deducted from the deposit and if the cost is greater, the balance will be billed directly to the event applicant(s).
- 7.4** No person may erect, construct or build or cause to be erected, constructed or built in Cultus Lake Park or boulevard any tent, building, shelter, pavilion or other construction without the prior written approval of the CAO or designate.
- 7.5** No person may paint or post any advertisements for the special event on any public property, lamp posts, power line posts, park benches, building wall in Cultus Lake Park, unless approved by the CAO or designate. Event advertisements can be posted on the Cultus Lake Park website by Park staff if requested.
- 7.6** Distribution of any pamphlet, handbill, circular, flyer or other printed, typed or written matter is prohibited at the special event or at any time prior to the special event except as required for neighborhood notification and/or as approved by the CAO or designate.
- 7.7** No person may sell, advertise or display for sale or gift any refreshments, food or any article or thing or conduct any business in the Park except with the permission of the Board.
- 7.8** Vehicles, including media vehicles and those belonging to applicants are only permitted in designated parking areas unless they are a functional part of the event and have been approved in advance. Vehicles found in violation of this requirement will be towed and impounded at the owners' expense.
- 7.9** No person will consume alcohol within the Park, except in a designated licensed beverage garden or the Community Hall with a Special Event License.
- 7.10** All persons must abide by the No Smoking Bylaw within Cultus Lake Park. Anyone smoking outside a designated smoking area will be fined as per the Cultus Lake No Smoking Bylaw 1148, 2019.
- 7.11** Approval for use of privately leased property is the sole responsibility of the applicant.

8. FEES AND FINES

- 8.1** All persons are subject to the fees in accordance with Schedule A of this Bylaw and the fines and provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-10 in said bylaw.
- 8.2** Once a Special Event application is approved by a person noted in Section 4.3 of this Bylaw, any fees associated with your event, in accordance with Schedule A of this Bylaw, must be paid no later than five (5) business days prior to the event date, otherwise the event may be cancelled.
- 8.3** If the event is cancelled by the applicant, any cost that have been incurred by the Park, will be the responsibility of the applicant.

9. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

10. REPEAL

Cultus Lake Park Special Event Bylaw No. 1112, 2018 and all amendments are hereby repealed.

11. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Special Event Bylaw No. 1150, 2019

Chief Administrative Officer

Schedule A**Fees**

Application fee (non-refundable).....	\$100.00
Early Set Up Fee (day of event).....	\$75.00
Late Take Down Fee (day of event).....	\$75.00
Filming Fee.....	TBD upon application
Swim Line Removal and Replacement Fee.....	\$500.00
Garbage Bin (TBD if needed)	current rental rate +\$50 admin fee
Beverage Garden Fee (if approved).....	\$300 per day
Food Vendor Fee (if approved).....	\$100 per vendor per day
Rental Fee 0-100 people.....	\$100 per day*
Rental Fee 101-200 people.....	\$250 per day*
Rental Fee 200+ people.....	\$500 per day*
Refundable Security Deposit.....	\$1000.00
Cancellation fee if Special Event cancelled within sixty (60) days of the event date	\$50 admin fee
Other Areas within the Park.....	TBD upon application

* Rental fees include washroom facilities and electricity at Gazebo(s).

0-100 people – includes use of Gazebo A

101-200 people – includes use of Gazebos A & B or A & C

200+ people – includes use of Gazebos A, B & C



Cultus Lake Park

SUNNYSIDE CAMPGROUND BYLAW

Bylaw No. 1151, 2019

A Bylaw to regulate Sunnyside Campground.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Sunnyside Campground Bylaw No. 1151, 2019.”

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter*, or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Barbeque**” means a devise that cooks food by applying heat from below, fueled by propane.

“**Board**” means the elected Board for Cultus Lake Park.

“**Boulevard**” means that portion of space between the road edges on median strips or islands.

“Bylaw Enforcement Officer” means the persons duly appointed by the Board as such and will include any Peace Officer.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Camper” means any person included in site occupancy.

“Camperized Van” means a van equipped with beds and cooking equipment.

“Campground” means Sunnyside Campground including all public areas, individual sites, campground buildings, foreshore, beaches, wharves and any other area within Sunnyside Campground.

“Campground Buildings” means buildings including but are not limited to: washrooms, recreation hall, laundry room, campground store, outhouses, offices and storage buildings.

“Campground Staff” means any person employed by Cultus Lake Park.

“Camping Stove” a portable stove powered by propane, butane gas canisters, or any other means, designed to be used for cooking while outdoors.

“Charcoal/Coal” means a carbonaceous material obtained by heating wood or other organic substances in the absence of air.

“Dangerous Animal” means any animal that is or is deemed to be potentially harmful to humans by nature, aggression, venom, toxins, or size and that may require specifically designed, secure enclosures to ensure safekeeping.

“Designate” means a person appointed by the Campground Administrator.

“Foreshore” means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore and 100 meters or 328 feet into the lake from the high water mark.

“Guest” means any person included in site occupancy.

“Human Transporter” means any battery powered or motorized equipment such as a Segway.

“Owner” includes any person who owns, has in their custody or control, or harbors any pet, or is an occupant of a leased premise of where a pet is kept.

“Park Staff” means any person employed by Cultus Lake Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Public Areas” means any street, laneway, avenue, way, drive, boulevard, sidewalk, driveway, beaches, wharves, field, campground building or structure, playground or such premises as the Campground Administrator may from time to time designate.

“Recreational Vehicle” means a motor vehicle or trailer equipped with living space and amenities found at home.

“Registered Camper” means any person(s) the reservation information states the site is registered to.

“Smoker Units” means an apparatus for cooking at low temperatures in a controlled, smoky environment, powered by a wide variety of fuels, including electricity, propane or natural gas, wood, charcoal and pellets.

“Unmanned Aerial Vehicle” A powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable and can carry a lethal or nonlethal payload. Commonly known as a UAV or drone.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Visitor” means any person visiting a registered camper.

“Wharf” means a structure on the shore extending out into the foreshore.

2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. RULES AND REGULATIONS

All campers and visitors in Sunnyside Campground are subject to the provisions as outlined in the Sunnyside Campground Bylaw No. 1151, 2019.

4. NOISE REGULATION

Exemptions

4.1 Notwithstanding anything contained herein, no person will be guilty of an infraction of this Bylaw while:

- a) operating or in charge of Fire Department, Police or Ambulance Vehicles while in the execution of their duties.
- b) operating any motor vehicle, machinery or other apparatus or thing during an emergency or for a public purpose or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs.
- c) performing works of an emergency nature for the preservation or protection of life, health or property, provided that, the responsibility will be on the person performing the work to show cause that the work was of an emergency nature.

4.2 General Prohibitions

- a) No person will make, cause, or permit to be made or caused, any noise in or on any public area in the campground which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the vicinity of that place.

- b) No person being the registered camper of a campsite will allow or permit such campsite to be used so that noise or sound which occurs thereon or emanates there from, disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons on the same site or in the neighborhood or vicinity of that site.
- c) In terms of this Bylaw, quiet hours will be maintained between 11:00 pm and 7:00 am when the campground will be free of any excessive noise that could disrupt the peaceful enjoyment of the campground. No person will make unnecessary or continuous noise during these quiet hours.

4.3 Public Address Systems

- a) Public address and/or sound systems are not permitted in the campground without written permission from the Campground Administrator.

4.4 Motor Vehicle Noise

- a) The following noises are considered unnecessary, objectionable or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of campers and visitors:
 - i. the squeal of a tire on a road surface made by a motor vehicle which is accelerating, stopping or changing direction;
 - ii. a loud, roaring or explosive sound emitted by a motor vehicle within the campground;
 - iii. the amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates from a motor vehicle and can be easily heard by someone outside the motor vehicle;
 - iv. the sound of an automobile security system which is made, either continuously or intermittently, for a period exceeding three (3) minutes, or made more than three (3) times in a 24-hour period;
 - v. the sound of a horn or other warning device on a motor vehicle used for any purpose other than as an audible warning incidental to the safe operation of the motor vehicle.

4.5 Vehicles Idling and Air Quality

- a) It will be an offence to idle or otherwise run continuously for more than three (3) minutes at the same location, except:
 - i. a vehicle containing equipment that must be operated inside or in association with a vehicle;
 - ii. a vehicle serving as a facility for taking measurements or making observations by or on behalf of the campground, public utility, police, fire or ambulance.

4.6 Specific Prohibitions

Without limiting the generality of subsection 4.2 herein:

- a) No person will play or operate any radio, stereophonic equipment or other instrument or any apparatus for the production or amplification of sound either in or on a campsite or on any road, laneway, wharf, foreshore or other public area in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of those premises or place.

- b) No person being the registered camper of a campsite will allow or permit such campsite to be used by a person or persons for playing or operating any radio or stereophonic equipment or other instrument or other apparatus for the production or amplification of sound in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of said campsite.
- c) No person will own, keep or harbor any animal which by its cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of persons in the vicinity.
- d) No person may operate, or cause, suffer or permit the operation of, any motorized lawn-grooming or garden equipment in the campground between the hours of 7:00 pm and 9:00 am, with the exception of campground and Park staff.
- e) No person will create a nuisance or disturbance upon any portion of a road, laneway or other public area by participating in a fight or other similar physical confrontation between consenting or non-consenting persons. ~~Failure to comply will result in fines and/or eviction.~~

5. GATE CLOSURE AND VISITOR DEPARTURE

- 5.1** Seasonal campers will have the option of card-swipe entry for the electronic gate outside of gatehouse operational hours.
- 5.2** Day visitors will be required to leave the campground by 11:00 pm every day.
- 5.3** Overnight visitors will be required to leave the campground by 11:00 am on the date of visitor pass expiry.
- 5.4** No visitors are permitted entry after 10:00 pm.

6. CAMPERS AND VISITORS

- 6.1** Campsite fees include two adults and multiple children.
- 6.2** Extra guests 19 years and older will be considered adults and charged an additional fee. Adult occupancy is not permitted to exceed four (4) per campsite.
- 6.3** It is the responsibility of the registered camper to ensure that their visitor(s) comply with all requirements of this Bylaw.
- 6.4** The registered camper will be held responsible and accountable for their conduct and the conduct of their guest(s) and visitor(s). Unacceptable conduct will be subject to section 23 [Evictions] of this Bylaw at the discretion of the Campground Administrator and in consultation with the CAO.
- 6.5** In the event that a registered camper refuses to pay any outstanding charges, campground staff will prohibit the removal of camping materials or unit from the campground and/or be subject to eviction.

- 6.6 Belligerent or disrespectful behavior will not be tolerated anywhere in the campground. Violators will be subject to fines and/or eviction.
- 6.7 The Manager of Visitor Services, Accommodations and Bylaw Enforcement., Sunnyside Campground Administrator or designate, and Sunnyside Campground Bylaw Enforcement Officers reserve the right to refuse admittance to any person.

7. PUBLIC AREAS

- 7.1 It is prohibited for any person to operate an Unmanned Aerial Vehicle (commonly known as a Drone) within the campground.
- 7.2 Persons 18 years and under must be accompanied by an adult when off their site after 11:00 pm. Fines will be applied per attendance and may result in eviction.
- 7.3 All Playgrounds close at dusk.

8. VEHICLES

- 8.1 Day Visitor Vehicles: There is a limit of two (2) day visitor vehicles per site. Each vehicle may be occupied by two (2) adult visitor(s) and children. Additional fees will apply.
- 8.2 Overnight Camping Visitor Vehicles: There is a limit of one (1) overnight camping visitor vehicles per site, providing that the maximum overnight site occupancy of four (4) adults will not be exceeded. Additional fees will apply.
- 8.3 Parking is prohibited on the Beach Drive Boulevard.
- 8.4 Operation of all vehicles in the campground must comply with the *Motor Vehicle Act*.
- 8.5 Motorcycles are considered vehicles for the purposes of the enforcement of this Bylaw and are required to be registered prior to entry to the campground.
- 8.6 All vehicles must obey all posted speed limits.
- 8.7 Unlicensed vehicles or low powered vehicles are prohibited in the campground which include but are not limited to electric bikes, mopeds and scooters, pocket bikes, mini bikes, children-sized ride-on vehicles, human transporters, motorized scooters and skateboard, dirt bikes, all-terrain vehicles and golf carts, without prior written permission of the Campground Administrator.
- 8.8 Section 4 (d) does not apply to motorized wheelchairs.
- 8.9 All registered campers and visitors are subject to sections 184 and 194 of the *Motor Vehicle Act* with regard to wearing protective helmets.
- 8.10 Vehicles must be parked in such a way as to not impede the flow of traffic on any road or laneway.

9. LIQUOR

- 9.1 The *Liquor Control and Licensing Act* will be strictly enforced.

9.2 Open liquor and/or alcoholic beverages are prohibited in all public areas, beaches, campground buildings, playgrounds, road ways and green spaces. Fines will be levied per attendance.

9.3 Open liquor and/or alcoholic beverages may only be consumed on individual campsites.

10. AGE RESTRICTION

Persons under 21 years of age may not be permitted to occupy any campsite unless accompanied by the registered camper, aged 21 years of age or older.

11. PETS

11.1 Pets must be secured or leashed at all times and under the control of the handler.

11.2 Pets must not be left unattended.

11.3 Pet(s) that repeatedly disturb the quiet enjoyment of campers may be required to be removed from the campground by their custodian and/or the registered occupant of the site the pet(s) is associated with and will be subject to fines per attendance.

11.4 All pets must have ID tags including owner or custodial contact information attached to collars.

11.5 Pets must have ID tags including the registered campsite number(s).

11.6 Refer to Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019 Schedule "C" for off-leash areas and dog swim areas.

11.7 Pets are not allowed on the beaches, on the wharves, in the water, (except for in the dog swim areas) or in the playground areas.

11.8 Handlers of pets will be responsible for all clean-up of their pet's feces.

11.9 It is prohibited for any person to own, keep or harbor any dangerous animal, snakes, lizards or crocodilians within Sunnyside Campground.

12. PLANTS AND TREES

12.1 It is prohibited to cut, trim or damage plants and/or trees, including fallen trees.

12.2 Use of nails, screws or any material which could damage a tree is prohibited.

12.3 Violators will be subject to fines and/or eviction.

13. ELECTRICITY

13.1 All lights are required to be turned off during daylight hours and when retiring for the night.

13.2 Air conditioners are required to be turned off when the site is not occupied for twelve (12) hours or more.

13.3 One string of Energy Efficient exterior lights, 15m/50' is permitted per site and is to be turned off overnight and/or when the site is not occupied.

13.4 One Energy Efficient 5.0 cubic feet exterior refrigerator displaying Energy Guide rating sticker is permitted per seasonal site. The refrigerator must be child-proofed with an appropriate locking device. Seasonal campers must pay for a decal at time of registration which must be clearly displayed on the outside of the refrigerator.

13.5 Freezers, electric ranges and generators are not permitted.

13.6 Each seasonal site is entitled to one 30 amperage electrical outlet. Any abuse of electrical usage or tampering with electrical outlets or boxes will be subject to fines and/or eviction.

14. GARBAGE, RECYCLING AND DISPOSAL OF PROPANE BOTTLES

14.1 No person will remove any recycling or waste from any disposal or recycling receptacle or remove any recyclable item from any site other than their own or any Campground area, with the exception of campground staff.

14.2 No person is permitted to solicit any recycling material from any other person in the Campground.

14.3 All campers are required to remove all used or unused propane bottles (white and green) upon departure from the campground. It is prohibited to deposit or discard any propane bottles anywhere in Sunnyside Campground, including trash bins.

15. SITE CONDITION

It is the responsibility of the registered camper to maintain the overall appearance of their site.

16. INFORMATION

16.1 To protect the privacy of campers, staff will not release any information about Sunnyside Campground registered customers. If campers expect guests, it is required that they ensure that the guests know the seasonal campers' site number and the name of the person under which it is registered, or entry will be denied.

16.2 Phone Messages: Only messages of extreme urgency will be delivered to individual sites.

17. CAMPFIRES AND FIRE BANS

17.1 Open burning wood fires are prohibited in the campground except on registered sites. Fires must be in a container, apparatus or physical construct that is capable of controlling the spread of the fire such as the fire rings provided by the campground and must not be left unattended and an adult must be present at all time. The only material permitted to be burned in fire pits, with the exception of those units as approved in 17.2, is untreated wood.

17.2 CSA-approved free-standing propane and natural gas fire pits, barbeques and camp stoves are permitted on registered sites.

17.3 Smoker units are prohibited in the campground.

- 17.4** Flames must be kept low six (6) inches (15 cm) in height and a safe distance from any tree, building, vehicle and combustible structure or any type of material that may be subject to combustion.
- 17.5** All propane or natural gas units are prohibited on the wharves and the beach.
- 17.6** The use of charcoal, coal or briquettes is prohibited within the public areas of the campground.
- 17.7** The use of campfires is permitted daily from 7:00 am to 1:00 pm and from 5:00 pm to 11:00 pm.
- 17.8** Camp fire regulations may be relaxed during inclement weather with the approval of the Manager of Visitor Services, Accommodations and Bylaw Enforcement, or designate.
- 17.9** Camp fires must not be left unattended. An adult must be present at all times if a fire is being used.
- 17.10** Materials prohibited from burning include but are not limited to: garbage, rubber, plastics, hazardous materials, treated, painted or stained wood and/or petroleum products not expressly approved in this section.
- 17.11** In the event of a Fire Ban all fire ban regulations must be strictly adhered to. Please refer to the Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019 for Bylaws pertaining to fire bans within Cultus Lake Park.
- 17.12** Barbeque units are prohibited on wharves and beach areas.

18. WATERCRAFT

Please refer to the Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019 for Bylaws relating to watercraft, boating, moorage and the foreshore.

19. SEASONAL OCCUPANCY

19.1 Only the registered camper(s) may use the site:

- a) Subletting or assignment of seasonal sites is not permitted and will be subject to eviction.
- b) Change of site occupancy name is allowed only between spouses and requires the consent of the Campground Administrator.

19.2 Site Usage

- a) Seasonal campers are permitted, per site: one (1) recreational vehicle unit plus one (1) tent for immediate family only and as the seasonal site size permits in consideration of section 19.3 (b) of this Bylaw, below; or
- b) Two (2) tents for immediate family only if no recreational vehicle unit is on site.

19.3 Vehicle Passes

- a) Two (2) seasonal passes are provided at no additional cost for each site. It is the responsibility of the seasonal camper to ensure adequate parking is available on site in consideration of the recreational vehicle unit or trailer size and any other tent(s), boat trailer, shed or utility trailer the seasonal camper wishes to place on site.
- b) Two (2) additional passes may be purchased; the recipient(s) of which must be authorized, in writing, by the registered seasonal camper, who assumes responsibility for the authorized pass holder's conduct.
- c) Seasonal passes will not be issued to any camping unit including, but not limited to, truck and camper, camperized van or recreational vehicle.
- d) Limited parking spaces may be available for rent by the campground and may be purchased for additional fees and will be subject to availability.
- e) A motorcycle is considered a vehicle for the purposes of parking passes. A pass may be issued in respect to licensed motorcycles or motor scooters provided that the vehicles are parked on the seasonal site or in the additional parking space(s) as provided by section 19.3 (a) and 19.3 (d).
- f) In order to obtain passes, proper identification (e.g. driver's license) and registered seasonal camper's signature will be required at the time such passes are issued and are to be affixed on the vehicle windshield immediately.
- g) It is prohibited to affix passes to unregistered vehicle(s). The pass will be required to be re-purchased by the registered occupant from the remaining available passes. If no available passes remain, the registered occupant will be required to pay daily or nightly vehicle fees.
- h) In the situation of a registered vehicle being sold or a windshield being replaced, the old pass must be removed and exchanged for a replacement pass, at no additional charge. If the old pass is not provided for exchange, a new pass must be purchased and will be subject to availability.
- i) Seasonal camper entry after gate closure is permitted via keycard swipe system in the pass holders' lane at the entrance of the Campground. A deposit is required for the issue of each card, which will be refunded when the card is returned to the Campground gatehouse staff prior to September 30 at 12:00 pm. If a card is lost, stolen or damaged the deposit will be retained and a further deposit is required to issue a replacement card. Fees and deposit amounts are outlined in Schedule A of this Bylaw.

20. SITE SET-UP AND ALTERATIONS

- 20.1** Site set-up and alterations require prior written approval from the Campground Administrator and Manager of Visitor Services, Accommodations and Bylaw Enforcement and must meet all Bylaw requirements.
- 20.2** Wood decks are permitted and must remain within site boundaries and must be removed at the end of each season. Poured concrete decks and other permanent deck structures are prohibited with the exception of seasonal campers that have been grandfathered in 2010.

- 20.3** Sheds and Utility Trailers: One shed (must not exceed 4 feet wide x 8 feet long x 7 feet high) or utility trailer (must not exceed 14 feet long) is permitted per site and must be located within the site boundaries. The exterior must be finished and used for the sole purpose of storage. Sheds or utility trailers are subject to the Manager of Visitor Services, Accommodations and Bylaw Enforcement, or designate, approval.
- 20.4** Tarps: Tarps must remain within the campsite boundary and must be used as roof coverings only. Tarps must not be secured to trees in any way that could harm or damage them. Orange tarps are not permitted to be used on seasonal sites.
- 20.5** Fences require the Campground Administrator's written approval, and if approved, must not be a height greater than 1.2m (4 feet). No solid fencing is permitted. Fences along a roadway must be setback .60m (2 feet) from the road side. Picket fences with pointed tops are prohibited.
- 20.6** All portable carport, gazebo and metal structures must be secured and/or anchored to the ground.
- 20.7** No landscape or construction materials will be allowed into the campground without a Site Set-up / Alteration form signed by the Campground Administrator and Manager of Visitor Services, Accommodations and Bylaw Enforcement.
- 20.8** One (1) picnic table per site is supplied and must not be damaged or altered in any way (including painting). Any coverings protecting or attached to the table must be removed upon departure.
- 20.9** It is the sole responsibility of the seasonal camper or registered occupant to ensure that any structure built on-site meets the current British Columbia Building Code.
- 20.10** Periodic on-site inspection by Bylaw Enforcement and Park staff will occur to ensure Bylaw and Building Code Compliance.

21. SATELLITE DISH/ANTENNAE

- 21.1** Satellite dishes must be installed within the perimeter of the seasonal site and can only extend beyond the seasonal site with prior written permission from the Campground Administrator. Permission will be denied should any parts of the satellite including, but not limited to, cable, dish, wiring, etc cross over or under any roadway or pathway.
- 21.2** Satellite dishes or any part thereof must not be attached to utility poles or Sunnyside Campground structures.
- 21.3** Satellite dishes attached to trees must be attached in such away so as to not harm a tree in any manner. Examples include: bungee cords, zap straps or satellite poles.
- 21.4** All Satellite dish equipment must be removed at the end of season.
- 21.5** Satellite dishes in violation of this section are subject to removal without notice.
- 21.6** Sunnyside Campground is not responsible for any theft of satellite signal or piracy of media content.

22. DEPARTURE PROCEDURES

- 22.1** Sites and fire pits must be cleaned before departure.
- 22.2** Ropes and other tying devices which are attached to trees must be removed before departure.
- 22.3** All building materials, furniture, appliances and any other large items must be removed from the campground at the expense of the seasonal camper. None of these items are to be left at or within waste removal bins.
- 22.4** Any unsecured items such as, but not limited to, cement blocks and bricks must be removed from sites prior to the departure date. All costs incurred by Sunnyside Campground for the removal and disposal of items will be charged to the registered site occupant, plus 25 percent for overhead costs.
- 22.5** Departure time for seasonal camping is no later than 12:00 noon on September 30.
- 22.6** Failure to comply with these procedures may jeopardize future site occupancy.
- 22.7** A clean-up fee will be applied to registered campers whose site is not cleaned on departure. The clean-up fee will be added as a site charge levied in the following year to the returning seasonal camper.

23. EVICTIONS

- 23.1** In the event a camper fails to abide by any section of this Bylaw, the camper may be subject to the following:
 - a) Seasonal camper: be evicted from the campground and given forty-eight (48) hours to remove all personal property.
 - b) For a seasonal camper who is evicted, any refund will be calculated by using the overnight full hook-up rates currently in effect applied to the total number of registered nights prior to the eviction departure date and is subject to a two week period for campground staff to find seasonal occupancy for the site. The number of unregistered nights, to a maximum of 14, will be added to the number of registered nights of the evicted seasonal prior to calculating the refund.
 - c) Overnight campers will be required to leave the campground and remove all personal property immediately.
 - d) A seasonal or daily camper who has been evicted will not be permitted back to Sunnyside Campground for two (2) years and only with approval of the Campground Administrator. If the Campground Administrator grants approval for a seasonal camper to return to the Campground, the individual will be placed on the wait list.
 - e) Evictions will be at the sole discretion of Campground Administrator in consultation with the CAO.

24. SEASONAL NON-RENEWAL

24.1 Annually, registered seasonal camper's site files will be reviewed and may be subject to non-renewal of the seasonal site if one or more of the following criteria is applicable:

- a) Multiple warnings and notice on several occasions during the past season or previous seasons relating to:
 - i. Belligerent/disrespectful behaviour;
 - ii. Documentation of reoccurring issues or prohibitive behaviour over one or more seasons;
 - iii. Written or verbal warnings by Bylaw Enforcement Officers throughout the season relating to noise, which are documented in shift patrol logs;
 - iv. Other Bylaw infractions.
- b) Occurrences where the attendance of the RCMP is required to attend (including but not limited to: domestic disturbances; physical violence; public intoxication; belligerent behavior; or threats against campground staff).
- c) Interfering with the operation of the campground, such as tampering with electrical, water, sewer or site boundary lines.
- d) Abusive/disrespectful or threatening behaviour or language towards campground staff.

24.2 Notice of non-renewal will be given prior to the deposit deadline in September of the current year, for the following season's occupancy.

24.3 Occupants of sites that are subject to non-renewal will not be permitted back to Sunnyside Campground for two (2) years and only with the approval of the Sunnyside Campground Administrator and CAO.

25. FEES AND FINES

25.1 All campers and visitors in Sunnyside Campground are subject to the fees noted in Schedule A of this Bylaw and the fines and provisions as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-11 of said bylaw.

26.2 Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

26. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a Court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

27. REPEAL

Sunnyside Campground Bylaw No. 1099, 2017 and all amendments are repealed.

28. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME THIS XX DAY OF XXXXX, 2019

READ A SECOND TIME THIS XX DAY OF XXXXX, 2019

READ A THIRD TIME THIS XX DAY OF XXXXX, 2019

ADOPTED THIS XX DAY OF XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park Sunnyside
Campground Bylaw No. 1151, 2019

Chief Administrative Officer

Schedule A

Fees

Administration fee (charged to seasonal and waitlist refunds).....	\$25.00
Annual on-site refrigerator fee: up to 5.0 cu ft.....	\$45.00
Annual on-site refrigerator fee: over 5.0 cu ft (grandfathered).....	\$90.00
Buoy rental (Weekly).....	\$75.00
Buoy rental (Daily).....	\$15.00
Cancellation fee (if cancelled 7 days prior to arrival).....	\$13.00
Cost of rectifying non-approved site alterations.....	Actual Hourly rate + 25% overhead + materials + other related costs
Cost of removal of unauthorized items disposed of.....	Actual Hourly rate + 25% overhead + materials
Cost of replacement tree due to willful damage.....	Actual Hourly rate + 25% overhead + materials (mature tree up to 14 feet in height)
Cost of seasonal site clean-up.....	Actual Hourly rate + 25% overhead + other related costs
Day visitor.....	\$10.00
Extra seasonal parking spot and/or boat storage.....	\$100.00 per season
Extra seasonal vehicle pass (maximum 2).....	\$50.00 each
Full hookup – daily – Sunday to Thursday low season	\$45.00
Full hookup – daily Friday and Saturday – low season.....	\$46.00
Full hookup – daily long weekend – low season	\$54.00
Full hookup – daily Sunday through Thursday – high season.....	\$49.00
Full hookup – daily Friday and Saturday – high season.....	\$56.00
Full hookup – daily long weekend – high season.....	\$58.00
Group site day use – low season	\$150.00
Group site day use – high season.....	\$200.00
Group site overnight – low season.....	\$275.00

Group site overnight – high season.....	\$320.00
Late night entry keycard deposit	\$25.00
Late night entry keycard fee for lost, stolen or damaged cards.....	\$25.00
Late payment fee (per day)	\$5.00
Overnight full hook-up April monthly camping fee.....	\$750.00/month
Overnight full hook-up May monthly camping fee.....	\$750.00/month
Overnight full hook-up June monthly camping fee.....	\$750.00/month
Overnight full hook-up September monthly camping fee.....	\$750.00/month
Overnight visitor – no vehicle – extra adult on site (maximum - 4 adults per site).....	\$10.00
Overnight guest boat launch.....	\$20.00
Overnight Camping visitor vehicles (maximum 1 per site, includes driver).....	\$20.00
Overnight family vehicle (must be from same address and may be required to show proof of address)	\$10.00
Overnight campers with pets	\$5.00 daily per pet or max \$20.00 per week per pet
Picnic fee (extended campsite time – low season only).....	\$20.00
Reservation fee.....	\$12.00
Tenting – double Site – daily Sunday through Thursday – low season.....	\$65.00
Tenting – double Site – daily Friday and Saturday – low season.....	\$66.00
Tenting – double Site – daily long weekends – low season.....	\$66.00
Tenting – double Site – daily Sunday through Thursday – high season.....	\$73.00
Tenting – double Site – daily Friday and Saturday – high season.....	\$77.00
Tenting – double Site – daily long weekends – high season.....	\$82.00
Tenting – regular – daily Sunday through Thursday – low season.....	\$33.00
Tenting – regular – daily Friday and Saturday – low season.....	\$34.00
Tenting – regular – daily long weekend – low season.....	\$34.00
Tenting – regular – daily Sunday through Thursday – high season.....	\$37.00
Tenting – regular – daily Friday and Saturday – high season.....	\$44.00

Tenting – regular – daily long weekend – high season.....	\$46.00
Tenting – view – daily Sunday through Thursday – low season.....	\$36.00
Tenting – view – daily Friday and Saturday – low season.....	\$37.00
Tenting – view – daily long weekend – low season.....	\$37.00
Tenting – view – daily Sunday through Thursday – high season.....	\$41.00
Tenting – view – daily Friday and Saturday – high season.....	\$48.00
Tenting – view – daily long weekend – high season.....	\$50.00
Tenting – waterfront – daily Sunday through Thursday – low season.....	\$45.00
Tenting – waterfront – daily Friday and Saturday – low season.....	\$46.00
Tenting – waterfront – daily long weekend – low season.....	\$54.00
Tenting – waterfront – daily Sunday through Thursday – high season.....	\$49.00
Tenting – waterfront – daily Friday and Saturday – high season.....	\$56.00
Tenting – waterfront – daily long weekend – high season.....	\$58.00
Tenting – preferred beachfront sites A, B, C and D – daily Sunday through Thursday – low season.....	\$46.00
Tenting – preferred beachfront sites A, B, C and D – daily Friday and Saturday – low season.....	\$47.00
Tenting – preferred beachfront sites A, B, C and D – daily long weekend – low season.....	\$58.00
Tenting – preferred beachfront sites A, B, C and D – daily Sunday through Thursday – high season.....	\$50.00
Tenting – preferred beachfront sites A, B, C and D – daily Friday and Saturday – high season.....	\$58.00
Tenting – preferred beachfront sites A, B, C and D – daily long weekend – high season.....	\$60.00
Sani-dump non-camper.....	\$10.00
Seasonal deposit.....	\$250.00
Seasonal non-refundable prepayment.....	\$1,000.00
Seasonal regular site	\$4,697.00
Seasonal view site.....	\$5,124.00
Seasonal waterfront site.....	\$5,486.00
Seasonal waitlist	\$100.00

Unrequired early positioning - application fee.....\$100.00

Schedule B

Seasonal Calendar

**Second Friday in
January**

Deadline for refunds on seasonal site deposit.
No refund given after this date.

**First Monday in
February**

Partial non-refundable site payment due date.

**Second Monday in
March**

Final seasonal site payment is due. If payment not received in full a \$5.00 penalty charge will be added each day until final payment is received.

Second Sunday in April

Seasonal move-in day.

September 15

Deadline for seasonal deposit. If payment not received in full a \$5.00 penalty charge will be added each day until final payment is received.

September 30, 12:00 pm

End of seasonal camping season.



Cultus Lake Park

THE CABINS AT CULTUS LAKE PARK BYLAW

Bylaw No. 1152, 2019

A Bylaw to regulate The Cabins at Cultus Lake Park.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019”.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park - The Cabins at Cultus Lake Park Bylaw No. 1152, 2019.”

2. INTERPRETATION

- 2.1** Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter*, or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Board**” means the elected Board for Cultus Lake Park.

“**Boulevard**” means that portion of space between the road edges on median strips or islands.

“Bylaw Enforcement Officer” means the persons duly appointed by the Board as such and will include any Peace Officer.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Cabins” means the cabins rented nightly, weekly or monthly by Cultus Lake Park and includes the physical cabins as well as the grounds surrounding them.

“Camperized Van” means a van equipped with beds and cooking equipment.

“Campground” means Sunnyside Campground including all public areas, individual sites, campground buildings, foreshore, beaches, wharves and any other area within Sunnyside Campground.

“Charcoal/Coal” means a carbonaceous material obtained by heating wood or other organic substances in the absence of air.

“Dangerous Animal” means any animal that is or is deemed to be potentially harmful to humans by nature, aggression, venom, toxins or size and that may require specifically designed, secure enclosures to ensure safekeeping.

“Guest” means any person included in cabin occupancy.

“Manager” means the Manager of Visitor Services, Accommodations and Bylaw Enforcement or designate.

“Owner” includes any person who owns, has in their custody or control, or harbors any dog, or is an occupant of a leased premise of where a dog is kept.

“Park Staff” means any person employed by Cultus Lake Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Recreational Vehicle” means a motor vehicle or trailer equipped with living space and amenities found at home.

“Registered Guest” means any person(s) the reservation information states the cabin is registered to.

“Smoker Units” means an apparatus for cooking at low temperatures in a controlled, smoky environment, powered by a wide variety of fuels, including electricity, propane or natural gas, wood, charcoal and pellets.

“Unmanned Aerial Vehicle” A powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable and can carry a lethal or nonlethal payload. Commonly known as a UAV or drone.

“Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks or a motor assisted cycle and for the purpose of this Bylaw will include boat or other trailers; and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Visitor” means any person visiting a registered guest.

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. RULES AND REGULATIONS

All registered guests and visitors are subject to the provisions as outlined in the Cabins at Cultus Lake Bylaw No. 1152, 2019.

4. NOISE REGULATION

Exemptions

- 4.1** Notwithstanding anything contained herein, no person will be guilty of an infraction of this Bylaw while:
- a) operating or in charge of Fire Department, Police or Ambulance Vehicles while in the execution of their duties.
 - b) operating any motor vehicle, machinery or other apparatus or thing during an emergency or for a public purpose or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs.
 - c) performing works of an emergency nature for the preservation or protection of life, health or property, provided that, the responsibility will be on the person performing the work to show cause that the work was of an emergency nature.

4.2 General Prohibitions

- a) No person will make, cause, or permit to be made or caused, any noise in or on any public area at the Cabins which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the vicinity of that place.
- b) No person being the registered guest of a cabin will allow or permit such cabin to be used so that noise or sound which occurs thereon or emanates there from, disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the same cabin or in the neighborhood or vicinity of that cabin.
- c) In terms of this Bylaw, quiet hours will be maintained between 11:00 pm and 7:00 am when the cabin grounds will be free of any excessive noise that could disrupt the peaceful enjoyment of the cabins. No person will make unnecessary or continuous noise during these quiet hours.
- d) There will be a fine per attendance as outlined in Schedule A-12 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

4.3 Public Address Systems

- a) Public address and/or sound systems are not permitted at the Cabins without written permission from the Manager.

4.4 Motor Vehicle Noise

- a) The following noises are considered unnecessary, objectionable or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of guests and visitors:
- i. the squeal of a tire on a road surface made by a motor vehicle which is accelerating, stopping or changing direction;
 - ii. a loud, roaring or explosive sound emitted by a motor vehicle at the cabins;
 - iii. the amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates from a motor vehicle and can be easily heard by someone outside the motor vehicle;
 - iv. the sound of an automobile security system which is made, either continuously or intermittently, for a period exceeding three (3) minutes, or made more than three (3) times in a 24-hour period;
 - v. the sound of a horn or other warning device on a motor vehicle used for any purpose other than as an audible warning incidental to the safe operation of the motor vehicle.

4.5 Vehicles Idling and Air Quality

- a) It will be an offence to idle or otherwise run continuously for more than three (3) minutes at the same location, except:
- i. a vehicle containing equipment that must be operated inside or in association with a vehicle;
 - ii. a vehicle serving as a facility for taking measurements or making observations by or on behalf of the cabins, public utility, police, fire or ambulance.

4.6 Specific Prohibitions

Without limiting the generality of subsection 4.2 herein:

- a) No person will play or operate any radio, television, stereophonic equipment or other instrument or any apparatus for the production or amplification of sound either in or near any cabins in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of those premises or place.
- b) No person being the registered guest of a cabin will allow or permit such cabin to be used by a person or persons for playing or operating any radio, television or stereophonic equipment or other instrument or other apparatus for the production or amplification of sound in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons in the neighborhood or vicinity of said cabin.
- c) No person will own, keep or harbor any animal which by its cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of persons in the vicinity.

- d) No person will create a nuisance or disturbance at or on cabin grounds by participating in a fight or other similar physical confrontation between consenting or non-consenting persons. Failure to comply will result in fines and/or eviction.

5. GUESTS AND VISITORS

- 5.1** All vehicles belonging to visitors must be registered at the Visitor Services office.
- 5.2** It is the responsibility of the registered guest to ensure their visitors comply with all sections of this bylaw. All outstanding fines will be applied to the registered guests account.
- 5.3** The registered guest will be held responsible and accountable for their conduct and the conduct of their visitor(s). Unacceptable conduct will be subject to Section 15 [Evictions] of this Bylaw at the discretion of the Manager and in consultation with the CAO.
- 5.4** In the event that a registered guest refuses to pay any outstanding charges, the guest will be subject to eviction.
- 5.5** Ill-mannered or disrespectful behavior will not be tolerated anywhere at the Cabins. Violators will be subject to fines and/or eviction.
- 5.6** The Manager and Bylaw Enforcement Officers reserve the right to refuse admittance to any person.

6. CABIN GROUNDS

- 6.1** It is prohibited for any person to operate an Unmanned Aerial Vehicle (commonly known as a Drone) at the cabins.
- 6.2** Persons 18 years and under must be accompanied by an adult when out of their cabin after 11:00 pm. Fines will be applied per attendance and may result in eviction.
- 6.3** Cabin common areas such as the green spaces close at dusk, with the exception of the community fire pits.

7. VEHICLES

- 7.1** RV or camperized van parking is prohibited at the cabins.
- 7.2** No unlicensed vehicles are permitted in the Cabins parking lots.
- 7.3** Operation of all vehicles at the cabins must comply with the *Motor Vehicle Act*.
- 7.4** Unauthorized vehicles are subject to towing and/or fines as outlined in Schedule A-12 of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- 7.5** If a cabin guest wishes to visit registered campers at Sunnyside Campground, they are required to obtain a parking permit from the Visitor Services office to be displayed on their vehicle windshield at all times while within Sunnyside Campground.
- 7.6** Vehicles must be parked in such a way as to not impede the flow of traffic within parking lots.

8. TERMS OF OCCUPANCY

- 8.1** Individuals 21 years of age or younger are not permitted to occupy any cabin unless accompanied by the registered guest, who must be 22 or older.
- 8.2** Persons 18 years and under must be accompanied by an adult when outside of their registered cabin after 11:00 pm. Failure to comply will result in a fine as set out in Schedule A-12 of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and/or eviction.
- 8.3** Only the specified number of persons for each individual cabin may occupy the cabin overnight.
- 8.4** Check-out time is 11:00 am.
- 8.5** Smoking is prohibited within cabins and at cabins grounds except for designated areas.
- 8.6** Tents are prohibited to be erected anywhere at the cabin's grounds.
- 8.7** A replacement fee will be charged for any lost, stolen or damaged cabin keys as outlined in Schedule A of this Bylaw.

9. LIQUOR

- 9.1** The *Liquor Control and Licensing Act* will be strictly enforced.
- 9.2** Open liquor and/or alcoholic beverages are not permitted outside of cabin deck perimeters. Fines will be levied per attendance.

10. PETS

- 10.1** Pets up to 24 inches (61 centimeters) in height at withers are permitted in the Cabins for a fee as outlined in Schedule A of this Bylaw.
- 10.2** Maximum of one (1) pet per cabin.
- 10.3** Pets must be secured or leashed at all times and under the control of the handler.
- 10.4** Pets must not be left unattended in vehicles or tied to Park property.
- 10.5** Pets must be confined to a crate or kennel within the registered cabin when left unattended within a cabin.
- 10.6** Pets that were not declared at the time of check-in or arrival will be subject to a fine as outlined in Schedule A of this Bylaw.
- 10.7** Handlers of pets will be responsible for all clean-up of their pet's feces.
- 10.8** It is prohibited for any person to own, keep or harbor any dangerous animal, snakes, lizards or crocodilians at the cabins.

11. PLANTS AND TREES

- 11.1** It is prohibited to cut, trim or damage plants and/or trees, including fallen trees.

11.2 Use of nails, screws or any material which could damage a tree is prohibited.

11.3 Violators will be subject to fines and/or eviction.

12. ELECTRICITY

12.1 Turn off all lights during daylight hours when not present at the cabins.

12.2 When leaving the cabin for an extended period of time, turn off the air conditioner(s).

13. CAMPFIRES AND FIRE BANS

13.1 The use of campfires in the designated area is permitted daily from 6:00 p.m. to 11:00 p.m. unless a fire ban is in effect.

13.2 Camp fire regulations may be relaxed during inclement weather with the approval of the Manager.

13.3 Smoker units are prohibited.

13.4 Flames must be kept low six (6) inches (15 cm) in height and a safe distance from any tree, building, vehicle and combustible structure or any type of material that may be subject to combustion.

13.5 The use of charcoal, coal or briquettes is prohibited.

13.6 Camp fires must not be left unattended. An adult must be present at all times if a fire is being used.

13.7 Materials prohibited from burning include but are not limited to: garbage, rubber, plastics, hazardous materials, treated, painted or stained wood and/or petroleum products not expressly approved in this section.

13.8 In the event of a Fire Ban all fire ban regulations must be strictly adhered to. Please refer to the Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw No. 1144, 2019 for Bylaws pertaining to fire bans within Cultus Lake Park.

14. WATERCRAFT

Please refer to the Cultus Lake Park Boating and Foreshore Bylaw No. 1143, 2019 for Bylaws relating to watercraft, boating, moorage and the foreshore.

15. EVICTIONS

15.1 In the event a registered guest fails to abide by any section of this Bylaw, the guest may be subject to the following:

- a) All guests and visitors associated with the reservation will be required to leave the cabins and remove all personal property immediately.
- b) A guest that has been evicted from the cabins will not be permitted to return as a guest or visitor for two (2) years and only with approval of the Manager and CAO.

- c) Evictions will be at the sole discretion of the Manager in consultation with the CAO.

16. BYLAW ENFORCEMENT

The cabins are patrolled regularly by the Cultus Lake Park Patrol Bylaw Compliance and Enforcement Team.

17. FEES AND FINES

All guests and visitors at the cabins are subject to the fees as outlined in Schedule A of this Bylaw and subject to the fines and provisions of Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

18. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a Court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

19. REPEAL

Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1117, 2018 and amendments are repealed.

20. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME THIS XX day of XXXXX, 2019

READ A SECOND TIME THIS XX day of XXXXX, 2019

READ A THIRD TIME THIS XX day of XXXXX, 2019

ADOPTED THIS XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true and correct copy of
Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1152, 2019

Chief Administrative Officer

Schedule A

Fees

Administrative fee	\$25.00
Arbutus nightly low season	\$154.00
Arbutus nightly high season	\$306.00
Arbutus weekly low season	\$922.00
Arbutus weekly high season	\$1837.00
Birch nightly low season	\$130.00
Birch nightly high season	\$237.00
Birch weekly low season	\$781.00
Birch weekly high season	\$1421.00
Cancellation fee (if cancelled 7 days prior to arrival)	\$13.00
Cedar or Fir nightly low season	\$108.00
Cedar or Fir nightly high season	\$155.00
Cedar or Fir weekly low season	\$647.00
Cedar or Fir weekly high season	\$928.00
Dogwood or Elm nightly low season	\$117.00
Dogwood or Elm nightly high season	\$172.00
Dogwood or Elm weekly low season	\$704.00
Dogwood or Elm weekly high season	\$1031.00
Forestview nightly low season	\$187.00
Forestview nightly high season	\$377.00
Forestview weekly low season	\$1120.00
Forestview weekly high season	\$2260.00
Lakeview nightly low season	\$179.00
Lakeview nightly high season	\$369.00
Lakeview weekly low season	\$1076.00
Lakeview weekly high season	\$2215.00
Pet nightly	\$10.00
Pet weekly	\$50.00
Replacement cabin key	\$50.00

Reservation fee	\$12.00
Cabin damage or replacement of broken item(s)	actual cost plus 25% overhead
Cost of cleaning and deodorizing a cabin due to smoking	actual cost plus 25% overhead
Cost of replacement tree.....	actual cost of mature tree of up to 14 feet in height plus 25% overhead + costs



Cultus Lake Park

TREE AND PLANT BYLAW

Bylaw No. 1153, 2019

A Bylaw to preserve the Park setting by encouraging the preservation, protection and restoration of all non-noxious and non-invasive plants and in particular indigenous plants and trees.

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this bylaw and the fines and the provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019”.

2. INTERPRETATION

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Applicant**” means the leaseholder applying for tree maintenance or removal.

“**Application**” means the form that is required to apply for tree maintenance or removal.

“**Arborist**” means a person who is:

- (a) a Certified Arborist by the International Society of Arboriculture, or a PNW ISA (Pacific North West International Society of Arboriculture), WCB Certified Tree Risk Assessor; or,
- (b) A Registered member of the Association of BC Forest Professionals, preferably with a specialization in urban forestry, and who is approved by the CAO.

“Board” means the elected Board for the Park.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Clean-up” means the removal of all debris.

“Damage” means destruction resulting from an action. This includes, but is not limited to, topping, limbing, debarking or foreign objects.

“Designate” mean a person appointed by the CAO.

“Diameter at Breast Height” (DBH) means the diameter of the trunk of a tree at 1.4 metres above the base of a tree. For multi-trunk trees, each trunk will be measured 1.4 metres above the highest point of the natural grade of the ground measured from grade and the DBH of the tree will equal the cumulative total of the three largest trunks.

“Hazardous Tree” means a tree identified in writing by an Arborist as having significant structural defects and an extreme hazard risk which could lead to part or the entire tree falling and causing personal injury and or significant property damage.

“Indigenous Tree” means a tree that is on the Approved Tree Replacement List. See Schedule B.

“Invasive Species” means a plant or fungus, that is not native to a specific location and which has a tendency to spread to a degree believed to cause damage to the environment and our health.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and/or commercial purposes

“Leaseholder” means a person(s) having a current and valid lease with Cultus Lake Park.

“Manager of Park Operations” means the person appointed by the CAO.

“Non-Indigenous Tree” means a tree that is not on the Approved Tree Replacement List. See Schedule B.

“Noxious” means harmful, poisonous or very unpleasant.

“Park” means the area within the Park boundaries and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, occupier or tenant of a leased lot, personal or other legal representatives of a person to whom the context can apply according to law; however does not apply to Park Staff fulfilling or carrying out duties and responsibilities.

“Plant” means a living organism of the kind exemplified by trees, shrubs, herbs, grasses, ferns and mosses, typically growing in a permanent site, absorbing water and inorganic substances through its roots and synthesizing nutrients in its leaves by photosynthesis using the green pigment chlorophyll.

“Prune/Pruning” means the selective cutting or removal of living or dead branches of a tree according to the International Society of Arboriculture standard arboricultural practice, consistent with promoting the tree’s health and growth, but does not include the topping of a tree.

“Tree” means a member of any coniferous or deciduous species, with a DBH of 10 cm or greater and having one or more self-supporting trunk(s) and includes the roots, branches, trunk, crown and any part thereof.

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3. TREE MAINTENANCE AND REMOVAL APPLICATION PROCEDURE

Any leaseholder must make an application to have any work completed on trees within Park boundaries, such as tree removal or indigenous tree maintenance.

- 3.1** The applicant will obtain an application form from the Cultus Lake Park office.
- 3.2** The applicant will complete the application form and return it to Park office along with a plot plan and the application fee, paid in accordance with Schedule A of this Bylaw. The application fee will be waived for any tree maintenance on a leaseholder lot, provided that said maintenance will preserve the tree, as determined by an Arborist.
- 3.3** A copy of the completed application form will be forwarded to the Manager of Park Operations for review.
- 3.4** The Manager of Park Operations will contact the applicant to set up a site assessment.
- 3.5** The Manager of Park Operations will determine if an Arborist is required. If an Arborist is required this cost will be borne by the applicant.
- 3.6** The applicant will be contacted and informed of the assessment and status of the application. If the application is approved the fees and damage deposit must be paid in accordance with Schedule A of this Bylaw.
- 3.7** The applicant will provide the Cultus Lake Park office with the date and time of the scheduled tree work, as well as the name and contact information of the applicant's bonded contractor, no later than 48 hours before the commencement of the approved tree work.
- 3.8** Approved applicants will be issued a permit which must be posted and visible on site where the work will be performed. The permit is to remain posted until completion of the final inspection.
- 3.9** The applicants must notify the Park office of completion of work and clean-up.
- 3.10** The Manager of Park Operations or designate will inspect the work site and subject trees for satisfactory completion and clean-up. If clean-up is satisfactory, approval will be given for release of the damage deposit. If clean-up is unsatisfactory, the Park office will contact the applicant to inform him/her of deficiencies that need rectifying.
- 3.11** Clean up must be carried out to the satisfaction of the Manager of Park Operations or designate no later than 14 business days after completion of the work. If the applicant does not comply, all costs of any clean up done by Park staff will be borne to the applicant.

- 3.12** If a tree within the Park needs to be removed due to the actions of the applicant, the cost of removing the tree, including the stump, will be borne to the applicant.

4. TREE AND PLANT MANAGEMENT PRACTICES AND PROCEDURES

- 4.1** Applications for maintenance on Park trees will be accepted from any leaseholder through the office of the CAO. The CAO will make every effort to achieve a mutually agreeable treatment of the subject trees. If the trees are on a leased lot, all costs will be borne by the leaseholder. In cases of dispute or disagreement, the route of appeal will be through the CAO to the Board.
- 4.2** Applications for tree removal as necessary for construction of a dwelling and/or lease lot services will be evaluated, with the objective of saving as many trees as possible, by the CAO, Manager of Park Operations or designate and will be in accordance with Section 3. Tree Maintenance and Removal Application Procedure of this Bylaw.
- 4.3** Trees that present a hazard to person(s) or property and which are within the Park will be evaluated by the Manager of Park Operations, who may consult an Arborist if required. If the tree(s) are removed, replacement will be in accordance with Section 3. Tree Maintenance and Removal Application Procedure of this Bylaw.
- 4.4** No person will remove a tree solely for convenience, to maintain or enhance view corridors, to reduce shade, leaf, needle, flower or seed litter. Trees are only considered for removal when recommended by an Arborist.
- 4.5** No person will damage trees by compacting critical root zones with vehicular access / cutting, damaging or undermining the roots of tree / damaging the bark / placing or depositing within the drip line of a tree, any fill, building materials, asphalt, concrete or substances likely to cause harm to the tree.
- 4.6** Topping of trees is not permitted unless ordered by an Arborist for safety reasons.
- 4.7** Indigenous tree maintenance on a leased lot, carried out as a result of an approved Tree Maintenance and Removal Application, will be the financial responsibility of the applicant and will be in accordance Schedule A of this Bylaw.
- 4.8** Non indigenous trees can be pruned within a lease lot, provided that it is not detrimental to the health of the tree.
- 4.9** For every living tree removed at a leaseholders request, within the boundaries of the Park, and with the approval of the CAO, two sustainable trees must be planted by Park staff, within the boundaries of the Park. Replacement trees may be planted at the leaseholder's property or within the Park boundaries at the discretion of the Manager of Park Operations. Replacement tree types will be in accordance with the Approved Tree Replacement List, Schedule B of this Bylaw and will be at the sole cost of the applicant. The fee, for the replacement cost, will be paid in accordance with Schedule A of this Bylaw.
- 4.10** No person will cut down a tree without permission or after an application is denied. Fines will be paid in accordance with Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-13 of said Bylaw.

- 4.11** In accordance with Section 3. Tree Maintenance and Removal Application Procedure of this Bylaw, a deposit as set out in Schedule A of this Bylaw must be paid if the application is approved. The deposit is refundable upon satisfactory completion of work determined by the Manager of Park Operations or designate.
- 4.12** Clean-up and associated costs of debris/clippings resulting from any pruning or approved removal of trees will be the responsibility of the leaseholder.
- 4.13** Plants or Trees deemed an invasive species' in the Field Guide to Noxious weeds and other selected invasive plants of British Columbia will not be permitted within the Park. See link for specifics: <http://bcinvasives.ca/>

5. REPLACEMENT OF HAZARDOUS TREES ON LEASEHOLDERS PROPERTY

- 5.1** A leaseholder may make an application for removal of a hazardous tree. The procedure will be as outlined in Section 3. Tree Maintenance and Removal Application Procedure of this Bylaw. The tree replacement fee for the removal of a hazardous tree will be waived.
- 5.2** The determination of a hazardous tree will be made by an Arborist and the Manager of Park Operations.

6. FEES AND FINES

- 6.1** All leaseholders, residents, visitors, and persons are subject to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and Schedule A-13 in said bylaw.
- 6.2** Each occurrence or day that a contravention of the provisions of this bylaw exists or is permitted to exist will constitute a separate offence.

7. SEVERABILITY

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

8. REPEAL

Cultus Lake Park Tree and Plant Bylaw No. 1091, 2018 is repealed.

9. EFFECTIVE DATE

This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Tree and Plant Bylaw No. 1153, 2019

Chief Administrative Officer

SCHEDULE A

Fees

Tree Maintenance or Removal Application fee (non-refundable).....	\$300.00
Replacement tree.....	325.00
Damage deposit (refundable).....	\$1,000.00

SCHEDULE B**APPROVED TREE REPLACEMENT LIST****Deciduous Trees**

Common Name	Latin Name
Big Leaf Maple	<i>Acer macrophyllum</i>
Paper Birch	<i>Betula papyrifera</i>
Red Alder	<i>Alnus rubra</i>
Bitter Cherry	<i>Prunus emarginata</i>
Western Flowering Dogwood	<i>Cornus nuttallii</i>
Sitka Mountain Ash	<i>Sorbus sitchensis</i>
Cascara	<i>Rhamnus purshiana</i>
Vine Maple	<i>Acer circinatum</i>
Douglas Maple	<i>Acer glabrum</i>
Chokecherry	<i>Prunus virginiana</i>
Pacific Crabapple	<i>Malus fusca</i>
Black Hawthorn	<i>Crataegus douglasii</i>
Trembling Aspen	<i>Populus tremuloides</i>
Black Cottonwood	<i>Populus balsamifera</i>

Conifers

Common Name	Latin Name
Douglas Fir	<i>Pseudotsuga menziesii</i>
Western Hemlock	<i>Tsuga heterophylla</i>
Western Red Cedar	<i>Thuja plicata</i>
Grand Fir	<i>Abies grandis</i>
Sitka Spruce	<i>Picea sitchensis</i>
Shore Pine	<i>Pinus contorta</i>
Western Yew	<i>Taxus brevifolia</i>
Western White Pine	<i>Pinus monticola</i>

This list of trees represents species that are indigenous to the Cultus Lake area. Commercial availability will vary with species.

The use of cultivars and trees recognized as hardy and disease resistant and appropriate to a park environment may be considered for approval with an application to the Board.



Cultus Lake Park

PARKING AND TRAFFIC REGULATIONS BYLAW

Bylaw No. 1154, 2019

A Bylaw to regulate Parking and Traffic

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaws must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fines as outlined in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as “Cultus Lake Park Parking and Traffic Regulations Bylaw No. 1154, 2019”.

2. INTERPRETATION

2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Transportation Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Authorized Personnel**” means persons approved or assigned by Cultus Lake Park including:
a) employees of the Park; b) persons acting on behalf of the Park under contract or other agreement; and c) members of the Royal Canadian Mounted Police (“RCMP”).

“**Boulevard**” means that portion of highway between the curb lines or the lateral boundary lines of a road way and the adjoining property or between the curbs on median strips or islands, but does not include curbs, sidewalks, ditches or driveways.

“**CAO**” means the Chief Administrative Officer; a position appointed by the Board.

“**Crosswalks**” means a portion of the roadway at an intersection or elsewhere indicated for pedestrian crossing by signs or lines or other markings on the road surface.

“Curb” means any curb constructed of cement or other material and in the absence of such, the line of demarcation between roadway and boulevard and in the absence of any such boulevard, the line of demarcation between roadway and sidewalk.

“Designated Area” means the allocated land to which the residence is addressed between lot lines.

“Emergency Vehicle” means a motor vehicle:

- a) carrying rescue or first aid equipment where there is an urgent emergency
- b) driven by a member of the fire department in the discharge of their duties
- c) driven by a peace officer, constable or member of the RCMP

“Highway” means the street, road, lane, bridge, viaduct or other way open to use by the public as defined in the *Transportation Act*.

“Immobilization” means the impounding, incapacitating, or immobilizing of any vehicle without the permission of the owner. Devices used to immobilize a motor vehicle are commonly known as “boots”.

“Leased Lot” means land, with or without improvements, located within the Park, used for residential and/or commercial purposes.

“Leaseholder” means a person(s) having a current and valid lease with the Cultus Lake Park.

“Motor Vehicle” means a device in, on or by which a person or thing is or may be transported or drawn on a highway except a device designed to be moved by human power and will include the meaning designated to a vehicle in the *British Columbia Motor Vehicle Act*.

“Operating” means and includes every individual, who may operate a motor vehicle as the owner or as the agent, employee or permittee of the owner.

“Park” means the area within the Park boundaries as outlined in the *Cultus Lake Park Act*, 1932, and the foreshore assigned to Cultus Lake Park by the Province of British Columbia.

“Park Staff” means any person employed by the Park.

“Permit” means a valid parking permit as issued or purchased from Cultus Lake Park Office, the parking permits purchased from any Cultus Lake Park public parking lot or any other form of parking validation issued through the Cultus Lake Park Office.

“Person” means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

“Recreational Vehicle” means any vehicle designed for recreational purposes be it tent trailer, camper truck, trailer or motor home that is equipped with a living space and amenities found in a home.

“Resident” means the leaseholder or a person(s) renting a residence within the Park as a permanent address from a leaseholder.

“Residential Area” means the area within the jurisdiction of Cultus Lake Park.

“Shoulder” means the space between the lateral lines of a roadway and the adjacent property.

“Tow Truck” means a motor vehicle designed, equipped and used exclusively for towing and rendering assistance to motor vehicles experiencing a defect or disability and their means of locomotion.

“Truck” means any commercial vehicle having a licensed gross vehicle weight of more than 3700 KG.

- 2.3 In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

AUTHORITY OF OFFICERS AND EMPLOYEES

- 3.1 Pursuant to this Bylaw, an officer or employee of the Park is empowered to make an order respecting the matter and that power includes the power to rescind, revoke, and amend or vary the order.
- 3.2 Every Officer and member of the Fire Department of Cultus Lake Park, while acting in the course of their duty attending upon any fire or emergency, is expressly constituted and appointed a Bylaw Compliance and Enforcement Officer for the purpose of this Bylaw.
- 3.3 The Cultus Lake Park Board may appoint a Bylaw Compliance and Enforcement Officer to enforce the provisions of this Bylaw. For the purposes of this Bylaw, members of the Royal Canadian Mounted Police, The Manager of Park Operations, The Manager of Visitor Services, Accommodations and Bylaw Enforcement and The Sunnyside Campground Administrator are Bylaw Compliance and Enforcement Officers.
- 3.4 Every Bylaw Compliance and Enforcement Officer is authorized to take such course of action as they may deem necessary to regulate and control traffic during times of emergency for the attendance of emergency equipment is required.

4. MARKED PARKING SPACES

Cultus Lake Park staff may cause cones, markings or any other devices deemed necessary to be painted or placed upon any curb and/or upon any highway or Cultus Lake Park parking lot for the purpose of designating a parking space, and the operator of any vehicle parking at such space will park such vehicle parallel to the curb or sidewalk, except in areas designated for angle parking, and entirely within the parking space so marked.

5. PARKING TIME LIMITS

It will be a contravention to this Bylaw for any vehicle to remain in a parking space beyond the maximum time limit for that space, as indicated by a sign or signs regarding that space, and the stopping or parking of any vehicle beyond such maximum time limit will be a violation of this Bylaw. Provided that when a vehicle remains in any parking space beyond the maximum time limit, then each succeeding time limit period will constitute a separate offence.

6. EXEMPTIONS

The provisions of this Bylaw prohibiting stopping or parking will not apply to:

- (a) Emergency vehicles
- (b) Cultus Lake Park utility vehicles
- (c) Tow truck
- (d) Vehicles servicing equipment in business premises where it is not possible to service such equipment from some other location while such vehicles are engaged in definite works of necessity requiring them to be stopped or parked in contravention of such provisions, provided that adequate warning flags, cones, or lights are used to indicate such vehicles.

7. RESERVED PARKING AREAS

7.1 Cultus Lake Park may delegate authority for the placement of “Reserved Parking” signs, where cause has been established to their satisfaction. It will be a contravention of this Bylaw for any person to park within the area so indicated unless such person forms a part of the purpose for which the reserved signs were placed. The unauthorized use of “Reserved Parking” signs will be a contravention of this Bylaw.

- 7.2** The Registered Leaseholder(s) or Current Occupant(s) in the residential areas have exclusive right to the allocated land to which the residence is addressed between lot lines detailed in the Cultus Lake Park Zoning Bylaw No. 1375, 2016 solely for the purpose of parking a motor vehicle (the “Designated Area”). Where a property borders two roadways as in the case of a corner lot, the side to which the residence is addressed will represent the Designated Area. Any consideration for additional parking at a corner lot must be submitted in writing to the Cultus Lake Park Board for approval, based on parking availability and traffic safety considerations.
- 7.3** A vehicle parked in the Designated Area that prevents the Registered Leaseholder(s) or Current Occupant(s) from parking a motor vehicle in the Designated Area without the Leaseholder(s) or Current Occupant(s) consent will be in violation of this Bylaw.
- 7.4** All vehicles parked on or partially on Cultus Lake Park property must display a valid parking permit. Sticker permits must be affixed to the lower portion the vehicle’s driver’s side windshield and hanging permits must be clearly visible and displayed on the rear view mirror.
- 7.5** The use of counterfeit permits or expired permits will result in a contravention of this Bylaw.
- 7.6** Parking permits may be replaced where the permit holder is able to show that the previously issued valid permit was damaged or destroyed.
- 7.7** Each leased lot will be issued four (4) parking permits. Two (2) additional permits are available per leased lot for purchase, to a maximum of six (6). These permits are valid for a two (2) year term and are issued prior to the expiration date of the previous term. See Schedule A of this Bylaw for the fees.
- 7.8** Any contravention to this Bylaw may result in ticketing and/or towing or immobilization of the subject vehicle.

8. PROHIBITED PARKING AREAS

- 8.1** Except when necessary to avoid conflict with traffic or to comply with the law or the directions of any Authorized personnel or Traffic control device, no vehicle will stop, stand or park:
- (a) On a sidewalk, or boulevard;
 - (b) In front of a public or private driveway;
 - (c) Within 5 metres of a fire hydrant;
 - (d) On a crosswalk;

- (e) Within 6 metres of the approach side of a crosswalk;
- (f) Within 6 metres either side upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway;
- (g) Within 6 metres either side of the entrance to any public meeting place, fire-hall or playground;
- (h) Upon any highway or Cultus Lake Park property for the principal purpose of :
 - (i) displaying a vehicle for sale;
 - (ii) advertising;
 - (iii) maintenance or repairs;
 - (iv) display signs; or
 - (v) selling any commodities or articles.
- (i) Along or opposite a street excavation or obstruction when stopping, standing, or parking obstructs traffic;
- (j) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (k) Upon a bridge or other elevated structure upon a highway;
- (l) In a space in contravention of a traffic control device that gives notice that stopping, standing, or parking is prohibited or restricted;
- (m) In such manner as to obstruct the visibility of any standard traffic sign posted or with the authority of the Ministry of Transportation and Infrastructure or the Cultus Lake Board.
- (n) In any space or area where the adjacent curb, sidewalk or road surface has been painted or marked with a solid yellow line;
- (o) On any highway for any period longer than is necessary for the expeditious loading or unloading of passengers or materials unless authorized by the Cultus Lake Park Board; or
- (p) On any highway or parking lot in such a manner as to obstruct the free movement of traffic.

8.2 The unauthorized use of “No Parking” signs on Cultus Lake Park property will be a contravention of this Bylaw.

9. PUBLIC PARKING LOTS

- 9.1** All public parking lots in Cultus Lake Park are paid parking, with the exception of the first two (2) hours of free parking at the Plaza. See Schedule A of this Bylaw for the fees.
- 9.2** Annual parking passes are available to residents of the City of Chilliwack and Electoral H area (proof of BC vehicle registration required) and are to be purchased from the Cultus Lake Park Office. They are valid for one (1) year from date of purchase and are authorized to be used in public parking lots A & B. Only one (1) license plate per pass can be registered. See Schedule A of this Bylaw for the fees.
- 9.3** Annual parking passes (for non-residents) are available for purchase. They are valid for one (1) year from date of purchase and are authorized to be used in public parking Lots A & B. Only one (1) license plate per pass can be registered. See Schedule A of this Bylaw for the fees.
- 9.4** Paddling parking passes are available to members of paddling groups and are to be purchased from the Cultus Lake Park Office. They are valid from April 1 – Sept 30, excluding Saturdays, Sundays and Statutory holidays, and are authorized to be used in public parking lots A, B & C. Only one (1) license plate per pass can be registered. See Schedule A of this Bylaw for fees.
- 9.5** No person will:
- (a) deposit a slug, device or metallic substitute for coins in any meter within the Park; or
 - (b) deface, damage, tamper with, open, willfully break, destroy or impair the usefulness of any parking meter within the Park.

10. DISTANCE FROM CURB

Except where angle parking is indicated by signs or posted notice, or on one way streets, the driver of a vehicle will not stop, stand, or park such 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 centimeters of the curb.

11. PARKING ON STREETS

No person will leave or Park:

- (a) Any vehicle with a posed G.V.W. Exceeding 3700 KG, or having an overall length inclusive of lease, of more than 7 metres.
- (b) a vehicle which is used for overnight accommodation while parked in the residential or public parking areas.

- (c) any vehicle not displaying a valid license plate, be it motorized or non-motorized, trailer or appliance on any highway or parking area in Cultus Lake Park.
- (d) No person will park a recreational vehicle, or trailer regardless of whether or not the trailer is attached to a towing vehicle, unless it can be completely contained within the leased lot.

12. TRAFFIC REGULATIONS

- 12.1** No person while riding any horse or other animal or riding, operating, driving, or propelling any vehicle or when walking, traveling or standing in, upon or on, any highway in the Park will fail to comply with any lawful direction, command or order when made, required, demanded, or signaled by any Authorized Personnel.
- 12.2**
 - (a) The maximum speed limit in the Park is 30 Kilometers per hour.
 - (b) Where a speed lower than 30 KPH is necessary, the Board will cause the lower speed to be posted.
 - (c) No person will drive or operate a vehicle within the confines of the Park at a speed in excess of the posted speed limit.
- 12.3**
 - (a) Where the Board deems it necessary for the control of traffic, it may causes stop signs to be posted.
 - (b) Where a stop sign has been posted pursuant to this Bylaw, the driver or operator of a vehicle approaching such stop sign, will come to a complete stop at the stop sign or within three (3) metres before such stop sign and will not proceed until such movement can be made safely.
- 12.4** Motorcycles, motor scooters, motor vehicles or other vehicles, whether self-propelled or not, will use only highways within the Park designated or intended for use by the general public for the passage of vehicles, or parking areas provided for public use, except with written permission of the Board.
- 12.5** Every person driving or operating a vehicle, and every pedestrian using any highway within the Park will obey the directions and/or instructions on or indicated by any traffic control device place in accordance with this or any other Bylaw unless otherwise directed by any Authorized Personnel.
- 12.6** No person will form part of a group of two or more persons congregated on any highway in the Park in such a manner as to obstruct, impede or interfere with the free passage of pedestrians or vehicles, or behave in such manner that the persons so congregated may be in danger of injury from traffic, except with the written permission of the Board.

- 12.7** No person will operate, upon any vehicle on any highway within the Park any loud speaker or other noise-making device for advertising or other purposed, except with the written permission of the Board.
- 12.8** No person will, on any highway or public parking lot within the Park, start, drive or turn or stop any motor vehicle or motorcycle, or accelerate the vehicle engine while the vehicle is stationary, in a manner which causes any loud and unnecessary noise in or from the engine, exhaust system or the braking system, or from contact of the tires with the roadway.
- 12.9** No person will operate a golf cart on a highway, on the shoulder of the highway, on the trails or on the beach within the Park.
- 12.10** Where a pedestrian crossing exists across a highway no pedestrian will cross a highway at any other place other than the pedestrian crossing.
- 12.11** No person will park a vehicle out of the parking areas delineated by a yellow or white painted line anywhere in the Park. Where there are no lines painted, no person will park a vehicle so it obstructs the movement of traffic on the travelled portion of the road.
- 12.13** No person will park a vehicle on the roadway between Columbia Valley Highway and Parking Lot D at any time.

13. FEES AND FINES

- 13.1** All leaseholders, residents, visitors, and persons are subject to the fees as outlined in Schedule A of this Bylaw and the provisions and fines as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1154, 2019 and Schedule A-15 in that Bylaw.
- 13.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

14. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

15. REPEAL

Cultus Lake Park Board Parking Bylaw, 1989 and all amendments are repealed.
Cultus Lake Park Board Traffic Regulations Bylaw, 1992 and all amendments are repealed.
Schedule 6 – Parking - of The Cultus Lake Park Fees and Fines Bylaw 1076, 2016 is repealed.

16. EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this XX day of XXXXX, 2019

READ A SECOND TIME this XX day of XXXXX, 2019

READ A THIRD TIME this XX day of XXXXX, 2019

ADOPTED this XX day of XXXXX, 2019

Joe Lamb, Chair
Cultus Lake Park Board

Bonny Bryant
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park
Parking and Traffic Bylaw No. 1154, 2019

Chief Administrative Officer

SCHEDULE A

Fees

The public parking lots are designated as pay parking areas and will be subject to the following pay parking fees, and as amended from time to time:

Summer Rates:

May long weekend to September long weekend

- \$5 per hour (max. 2 hours) or \$15 per day Friday through Sunday plus Holidays and;
- \$3 per hour (max. 2 hours) or \$10 per day and Monday through Thursday.

Winter Rates:

Following the September long weekend through to the May long weekend

- \$3 per hour (max. 2 hours) or \$10 per day Weekdays, Weekends and Holidays.

Annual Pass (residents of Chilliwack and Electoral H).....\$100.00

Annual Pass (non residents).....\$200.00

Paddling Pass\$50.00

Residential parking permits..... \$200.00 (pro-rated)



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: June 19, 2019 **FILE:** 0550

SUBMITTED BY: Bonny Bryant
Chief Administrative Officer

SUBJECT: Purchase of 4169 Columbia Valley Highway

PURPOSE:

This purpose of the report is to provide the Board and public with information related to the purchase of 4169 Columbia Valley Highway.

RECOMMENDATION:

***THAT** the Cultus Lake Park Board receive the report regarding the purchase of 4169 Columbia Valley Highway for information.*

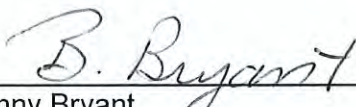
DISCUSSION:

The Cultus Lake Park Board purchased 4169 Columbia Valley Highway, commonly known as Twin Alders. The purchase of the property was completed on June 5, 2019 for \$450,000. The Cultus Lake Park Board will need to consider at some point the future use of this home.

STRATEGIC PLAN:

This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared by:



Bonny Bryant
Chief Administrative Officer



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: June 19, 2019 **FILE:** 0550-70

SUBMITTED BY: Dave Driediger
Manager of Park Operations

SUBJECT: Buoy Moorage Report

PURPOSE:

The purpose of this report is to provide the Board with information on the management of buoys within the foreshore and provide clarification on parameters of the current moratorium.

RECOMMENDATION:

THAT the Cultus Lake Park Board direct the Chief Administrative Officer to make allowance for the addition of names on buoy registration provided that only immediate family member names be added to buoy registration.

BACKGROUND:

During the spring of 2017, staff updated the buoy registry, mapped approximately 235 individual buoy locations and made efforts to bring all the floats into compliance. During the exercise it was apparent that the foreshore was congested and setbacks between buoys, swim lines and docks were inconsistent. A moratorium on new buoys was put in place in early 2017 and since that time, 150 applicants have been added to the buoy registration waitlist.

On August 23, 2017 the Park hosted a public input meeting at the Cultus Lake Community Hall. The purpose of the meeting was to open a dialogue with the community and look for solutions to moorage. Since that time, staff has been working with the Province to better understand mooring options and the Park has not registered any new buoys within the foreshore.

DISCUSSION:

Staff receive numerous inquiries relative to buoys and moorage. As weather improves, the frequency of calls and questions increases but generally the nature of the comments remains the same. What follows is a list of the most common questions descending in prevalence.

- 1) Has there been progression on buoy waitlist placeholder position;
- 2) May a new buoy be registered within the foreshore;
- 3) May an additional person be added to buoy registration;
- 4) May buoy registration be transferred when the registration holder ages or passes away;
- 5) May buoy registration be transferred with the sale of a residence; and
- 6) May a buoy be relocated within the foreshore?

Under the current moratorium, staff has not registered any new buoys within the foreshore, nor has allowance been made for relocation or registration transfer with the sale of a home. As a result, there has been no change to placeholder position on the buoy registration wait list.

Cultus Lake Park Boating and Foreshore Bylaw No. 1113, 2018 does not allow for the transfer of buoy or boat lift registration except as authorized by the Board. Section 3.3(n) of the bylaw reads: "a buoy or boat lift location cannot be transferred to a new owner or sold with a residential property without the authorization of the Board". Furthermore, Section 3.3(o) reads: "If the registered buoy or boat lift owner no longer wants to maintain the buoy or boat lift location the Park must be notified and the buoy or boat lift must be removed by the owner".

Given the Park's recent changes in bylaw enforcement, the Boating and Foreshore bylaw is being amended. The Board may wish to consider additional amendments to allow the Chief Administrative Officer to authorize the addition of immediate family names on buoy registration. Doing so will alleviate concerns posed in relation to questions three and four above. These changes to the moratorium will allow some flexibility among currently registered buoys and maximize mooring opportunity within the foreshore without compounding congestion issues by relocating or adding additional buoys.

STRATEGIC PLAN:

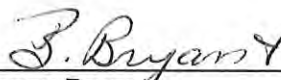
This report supports Cultus Lake Park Board's Strategic Plan Initiative of the foreshore.

Prepared by:



Dave Driediger
Manager of Park Operations

Approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: June 19, 2019 **FILE:** 0550
SUBMITTED BY: Rachel Litchfield
Executive Assistant
SUBJECT: Release of Closed Meeting Resolutions

PURPOSE:

To provide Closed Meeting Resolutions that the Cultus Lake Park Board may release at an open meeting.

RECOMMENDATION:

***THAT** the following Closed Meeting Resolutions be released at the June 19, 2019 Regular Board meeting:*

May 15, 2019
IC 4004-19

***THAT** the Cultus Lake Park Board refer the Shoreline Erosion Assessment report to the Environmental and Public Areas Committee for review and recommendations.*

May 15, 2019
IC 4005-19

***THAT** the Cultus Lake Park Board refer the Goose Management report to the Environmental and Public Areas Committee for review and recommendations.*

STRATEGIC PLAN:

This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared by:

Rachel Litchfield
Executive Assistant

Approved for submission to the Board:

Bonny Bryant
Chief Administrative Officer

AGENDA



Subject: FVRD – Area H Evacuation Route Planning Workshop
Meeting Date: May 24, 2019
Time: 8:30am – 11:30am
Location: Cultus Lake Park Board Office
File: 0999.0071.02

Topics/Items

1. **Welcome – 8:30am**
2. **Round Table Intros** (Name, Title, Agency and Role in Emergency Response) – 8:25am
3. **Overview of Project, Process and Objective of Workshop – 8:45am**
4. **Review of Background Documents – 8:50am**
 - a. Overview of current FVRD Emergency Management and Response Plan
 - b. Review of current Draft Hazards, Risk and Identification Document
5. **Overview of Area, Geography and Base Mapping – 9:20am**
 - a. Linkage to Known Hazards
6. **Area H Route Study Discussion – 9:30am**
 - a. **Review / Identify population areas**
 - i. Permanent Residents – Locations / Access / Updated #s
 - ii. Seasonal Visitors – Locations / Access / Updated #s
 - b. **Identify Primary / Secondary Routes within Area H**
 - c. **Transportation / Traffic Control - Opportunity and Constraints**
 - i. Constraints / Pinch points
 - ii. Turnaround areas / Decision points
 - iii. Signage / Advance warning / Info traffic posts
 - iv. Staging of vehicles
 - d. **Identify Key Local Emergency Facilities** (e.g., community halls and ESS centres)
 - e. **Identify Muster Stations** (e.g., initial meeting points in emergent response)
 - f. **Identify Regional Routes and Destination Facilities** (e.g., in adjacent communities)
 - i. Identify suitable facilities as secondary ESS centre options
 - ii. Identify general routes expected to get to regional facilities
 - g. **Discuss Alternative Evacuation Opportunities** (e.g., Water, Air, Border)
7. **Next Steps – 11:25am**

URBAN SYSTEMS LTD.

Jayson Walker, P.Eng.
Principal

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