



CULTUS LAKE PARK BOARD REGULAR MEETING NOTICE

WEDNESDAY, JANUARY 18, 2023

7:00 PM

CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

The Cultus Lake Park Board Regular Meeting will be held on Wednesday, January 18, 2023, in the Cultus Lake Park Office Boardroom at 7:00 pm.

Please feel free to join the meeting in person or electronically via Zoom. Participants will be muted upon entry to the meeting but will be able to ask questions during the Public Question Period.

Join Zoom Meeting Information

<https://us06web.zoom.us/j/89620436382?pwd=ZlJVTmplZngzbm1Vb01adm1PakR5Zz09>

Meeting ID: 896 2043 6382

Passcode: 942567

The Cultus Lake Park Board Regular Meeting video will be available to view on our website the following day at www.cultuslake.bc.ca/board-meeting-videos/.

Please feel free to email questions for the Public Question Period no later than 4:30 pm on Tuesday, January 17, 2023, to amanda.nadeau@cultuslake.bc.ca.



CULTUS LAKE PARK BOARD REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 18, 2023

7:00 PM

CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

(1) CALL TO ORDER

(2) RESOLUTION TO PROCEED TO CLOSED MEETING (4:00 PM)

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

Section 90 (1), (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and

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

Section 90 (1), (g) litigation or potential litigation affecting the municipality; and

Section 90 (1), (i), the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and

Section 90 (1), (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

(3) RECONVENE

(4) APPROVAL OF AGENDA

- Page 1 (a) ***THAT** the Cultus Lake Park Board approve the Agenda for the Regular Meeting of January 18, 2023; and*

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

(5) DELEGATION

- Page 5 (a) **Cultus Lake Sailing Club Storage Proposal – Commodore Darren Douglas (7:00 pm)**
- Attachment 1; Email submission dated December 30, 2022, from Darren Douglas, Commodore regarding a Shed and Boat Storage Proposal
 - Attachment 2; Storage Site Layout
- Page 11

(6) ADOPTION OF MINUTES

- Page 13 (a) ***THAT** the Cultus Lake Park Board adopt the minutes of the Regular Meeting held December 14, 2022.*

- Page 19 (b) ***THAT** the Cultus Lake Park Board adopt the minutes of the Special Regular Meeting held December 19, 2022.*

(7) CORRESPONDENCE

(a) **Ombudsperson File No. 20-0185175 Investigation**

Page 21

- Letter dated January 4, 2023, from Ombudsperson, British Columbia regarding Cultus Lake Park Annual Moorage Registration

(b) **Fraser Valley Mountain Bikers Association Request**

Page 25

- Letter dated December 21, 2022, from Michael Woods, President, FVMBA regarding building a multi-use trail on Cultus Lake Park property.

THAT the Cultus Lake Park Board receive the letter dated December 21, 2022, from Michael Woods, President, FVMBA regarding building a multi-use trail on Cultus Lake Park property.

(c) **Cultus Lake Zoning Review**

Page 29

- Email dated December 28, 2022, from resident, Bill Towler regarding an opinion of Cultus Lake Park Zoning Review

THAT the Cultus Lake Park Board receive the email dated December 28, 2022, from Bill Towler regarding an opinion of Cultus Lake Park Zoning Review.

(8) BYLAWS

(a) **Sunnyside Campground Bylaw No. 1222, 2023**

Page 33

- Report dated January 18, 2023, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer

Page 35

- Attachment 1; Sunnyside Campground Bylaw No. 1222, 2023

Page 57

- Attachment 2; Sunnyside Campground Bylaw No. 1222, 2023, redline version

THAT the Cultus Lake Park Board give First, Second and Third Readings of the Cultus Lake Park Sunnyside Campground Bylaw No. 1222, 2023.

(b) **The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw No. 1223, 2023**

Page 81

- Report dated January 18, 2023, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer

Page 83

- Attachment 1; The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw No. 1223, 2023

THAT the Cultus Lake Park Board give First, Second and Third Readings of the Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw No. 1223, 2023.

(c) **Bylaw Notice Enforcement Bylaw No. 1140, 2019, Amendment Bylaw No. 1224, 2023**

Page 87

- Report dated January 18, 2023, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer

Page 89

- Attachment 1; Bylaw Notice Enforcement Bylaw No. 1140, 2019, Amendment Bylaw No. 1224, 2023

THAT the Cultus Lake Park Board give First, Second and Third Readings of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, Amendment Bylaw No. 1224, 2023.

(9) REPORTS BY STAFF

(a) Appointment of Officer to Cultus Lake Fire Department

Page 93
Page 95

- Report dated January 18, 2023, from Joe Lamb, Chief Administrative Officer
- Attachment 1; Fire Department Bylaw No. 2008-02

THAT the Cultus Lake Park Board receive the Appointment of Officer report for information; and

THAT the Cultus Lake Park Board appoint Warren Mazuren as Fire Chief for the Cultus Lake Fire Department.

(b) Bylaw Enforcement Complaint Policy & Process

Page 99

- Report dated January 18, 2023, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer
- Attachment 1; Bylaw Complaint Administrative Policy

Page 101

THAT the Cultus Lake Park Board adopt the Draft Bylaw Enforcement Complaint Policy & Process attached to and forming part of the January 18, 2023, Regular Board Meeting Agenda.

(c) Cultus Lake Park Board Building Site Lease – Lease Renewals

Page 105

- Report dated January 18, 2023, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer

THAT the Cultus Lake Park Board receive the Cultus Lake Park Board Building Site Lease – Lease Renewals for information; and

THAT the Cultus Lake Park Board request that staff provide an update at the March 15, 2023, Regular Board Meeting with respect to the number of residents that are outstanding with submitting their renewal application.

(10) REPORTS BY COMMISSIONERS

(a) Appointments to the Cultus Lake Park Board Standing and Select Committees

- Verbal report dated January 18, 2023, from Chair, Kirk Dzaman

(11) COMMUNITY ASSOCIATION

(12) PUBLIC QUESTION PERIOD

(13) ADJOURNMENT

THAT the Regular Meeting of the Cultus Lake Park Board held on January 18, 2023, be adjourned.



Cultus Lake Sailing Club

Shed and Boat Storage Proposal

Introduction

- The Cultus Lake Sailing Club is seeking approval to place a 20 ft x 10 ft portable shed and boat storage racks on the Cultus Lake Sailing Club Site to use for safe storage of equipment and boats, and for instruction.
- A portable shed is important to ensure Cultus Lake Sailing Club programs and activities, especially those for children, are safe, dry, and sheltered.
- This presentation will provide an overview of the Cultus Lake Sailing Club activities and then the rationale for the portable shed and sailboat racks.

Current Activities of the Cultus Lake Sailing Club

- Encourage non-motorized water activities on Cultus Lake
- Grow a community interested in sailing
- Provide opportunities for all ages to learn to sail with Sail Canada certified instructors
 - 26 adults were introduced to sailing in the last 2 years
 - 73 youth learnt to sail in the last 2 years
- Provide youth coaching year-round
- Active youth competitive program
 - 2 youth attended 2022 BC Summer Games
 - Youth Team attended 3 Vancouver regattas (competitions) this year; in April, October, and November
- Provide opportunities for sailors to improve their knowledge and skills of racing
 - Hosted the sailing component of BC Summer Games in 2004 and 2016
 - Hosts annual Hobie catamaran regatta in May
 - Provides club races to give sailors opportunity to improve sailing and racing skills

Future Plan

- Continue to expand learn-to-sail and race programs for youth and adults
- Provide youth sailors the opportunity to volunteer and to coach
- Continue to support competitive sailing
- Expand optimist dinghy fleet to 12 boats to accommodate youth learn-to-sail and racing programs
- Foster partnerships with the Royal Canadian Sea Cadets Corps Chilliwack and local dragon boat clubs

Proposed Portable Shed

Rationale for Proposed Portable Shed

- Fulfill conditions set when originally granted space; no permanent structures were to be allowed
- Improve the aesthetics of the Cultus Lake Sailing Club site
- Provide safe, secure, and accessible storage of sailing and instruction supplies, equipment and sails.
- Protect sails, supplies and equipment from the weather.
- Ensure programs, especially those for children, are safe, dry, and sheltered
- Continue non-motorized water activities and education throughout the year and in all weather
- Increase accessibility of sailing to adults and youth in the Upper Fraser Valley

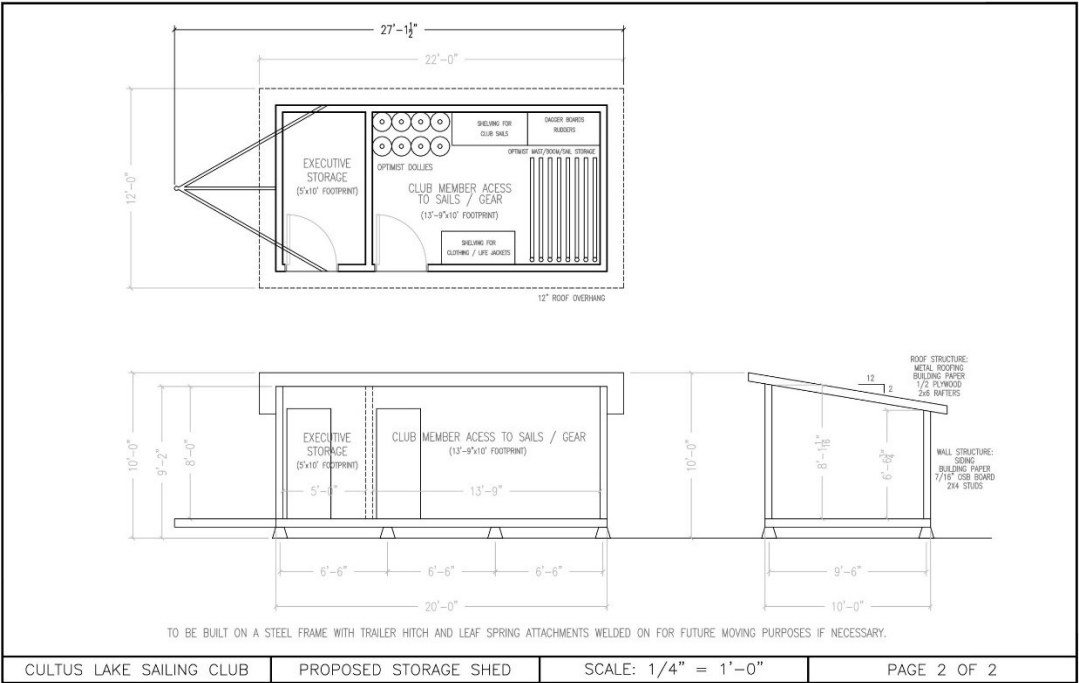
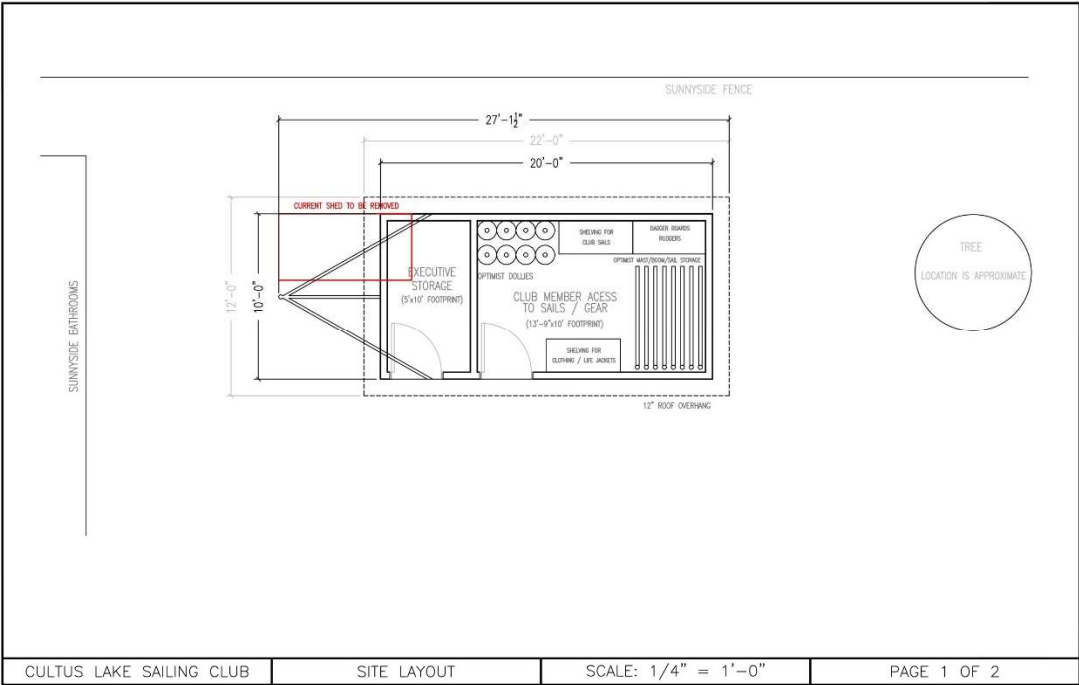
Proposed Location of Portable Shed

- South of the public washrooms
- Within the space designated for the Cultus Lake Sailing Club
- Refer to the following drawings

Description of Proposed Portable Shed

- 20 ft x 10 ft x 10 ft portable shed
- Not permanently installed to enable relocation if required

- Aesthetically pleasing
- Conforms to all building code requirements
- Refer to the following drawings



CULTUS LAKE SAILING CLUB
76 SUNNYSIDE BLVD, CULTUS LAKE, V2R 5B5

Current Conditions

- Sailing and instruction supplies are stored at instructors' / members' private residences
- This includes lifejackets and appropriate clothing for cooler weather
- Optimist sails are stored in round tubes or under tarps, both options negatively affect the longevity of the sails
- Current small wooden shed was broken into this fall

Relocated Sailboat Racks

Rationale for Sailboat Racks

- Need long term option for storing and easily accessing 8-foot-long optimist or sabot sailboats and 14 ft long Laser dinghy sailboats
- The current sailboat racks are visible from Park Ave residences and not aesthetically pleasing

Description of Sailboat Storage Racks

- To be located to the south of the proposed portable shed
- Optimist sailboat racks required to store 12 optimists or sabot sailboats
 - Dimensions for Optimist: 7 ft 9 in x 3 ft 8 in



- Sailboats would be stacked on 3 easily accessible shelves

Examples of optimist sailboat racks accommodating 3 shelves of optimists



- Laser sailboat racks required to store 4 Laser sailboats
 - Dimensions for Laser: 13 ft 10.5 in x 4ft 8in



- Laser sailboats would be stacked on 2 easily accessible shelves

Current Conditions

- The smaller dinghy sailboats are currently stored on temporary racks
- These racks do not fit all the boats
- The current optimist storage racks will not accommodate expansion of the optimist dinghy fleet needed to meet the needs of youth sailors
- The current sailboat racks are visible from Park Ave residences and not aesthetically pleasing

Summary

With a portable shed the Sailing Club will be able to:

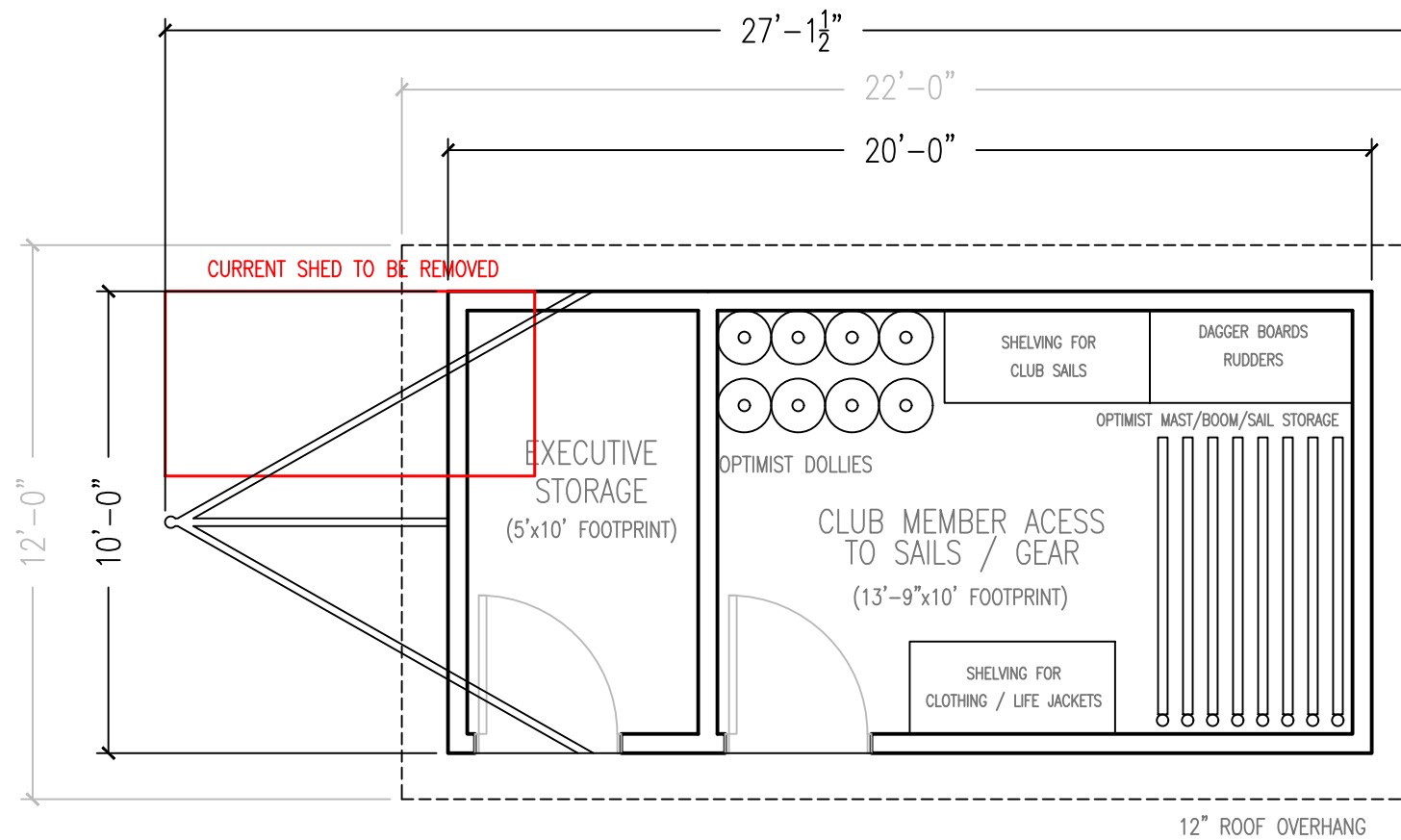
- Improve the aesthetics of the site
- Present a positive professional image of Cultus Lake to the public
- Access frequently used supplies
- Ensure important equipment securely stored
- Facilitate increased access to year-round sailing

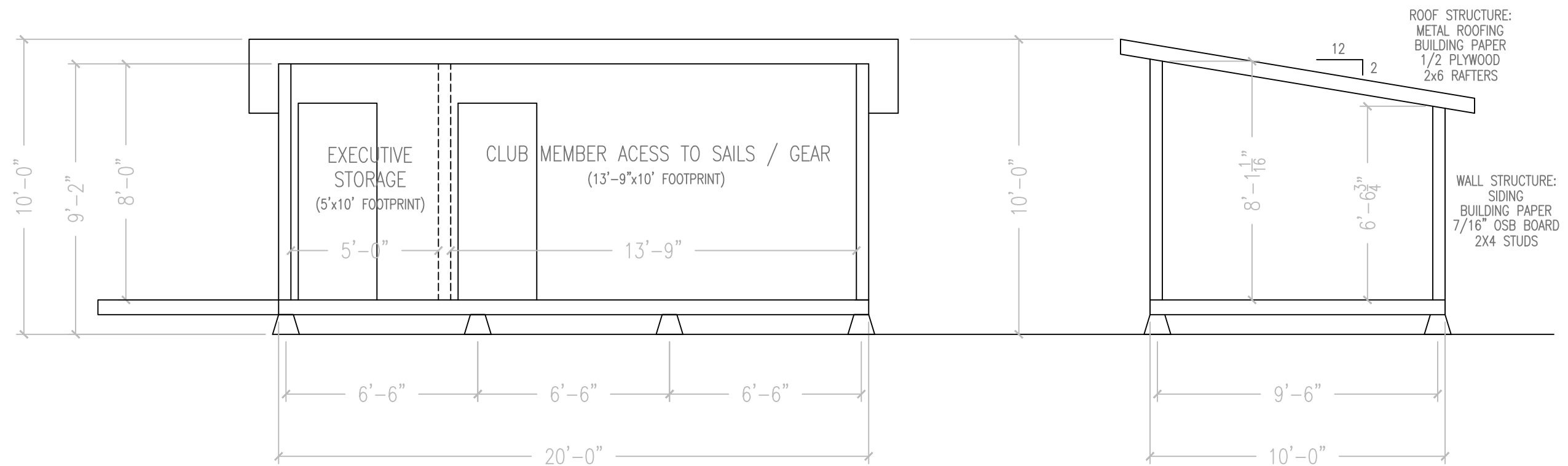
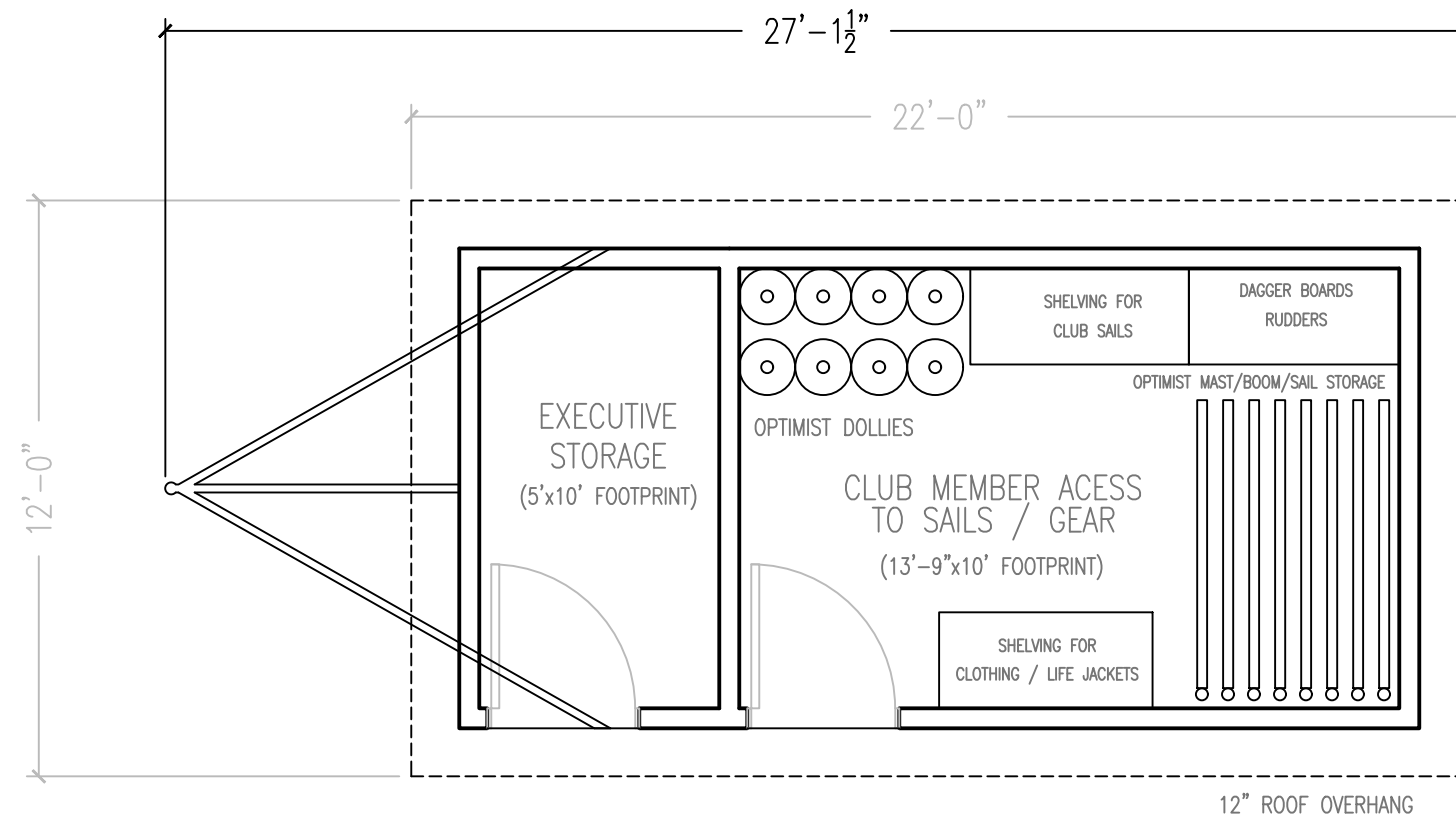
With accessible sailboat dinghy racks, relocated to south of the proposed portable shed the Sailing Club will be able to:

- Provide safe and accessible storage for small dinghy sailboats
- Enable youth and children to independently access the sailboats and go sailing
- Better meet the needs of the community

SUNNYSIDE BATHROOMS

SUNNYSIDE FENCE





TO BE BUILT ON A STEEL FRAME WITH TRAILER HITCH AND LEAF SPRING ATTACHMENTS WELDED ON FOR FUTURE MOVING PURPOSES IF NECESSARY.



CULTUS LAKE PARK BOARD REGULAR MEETING MINUTES

WEDNESDAY, DECEMBER 14, 2022
CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

- Present** Commissioner K. Dzaman – Chair
Commissioner J. Beesley – Vice Chair
Commissioner D. Bauer
Commissioner E. Jartved
Commissioner T. Moul
- Staff** Chief Administrative Officer – J. Lamb
Chief Financial Officer – E. Lee
Manager of Park Operations – J. Almeida
Manager of Sunnyside Campground & Accommodations – C. Volk
Administrative Assistant, Communications & Events Coordinator – A. Nadeau
- Regrets** Manager of Corporate Services / Corporate Officer – R. Litchfield

(1) CALL TO ORDER

The Chair called the meeting to order at 6:04 pm.

(2) RESOLUTION TO PROCEED TO CLOSED MEETING

5093-22 Moved by: Commissioner Bauer Seconded by: Commissioner Jartved

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), (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at the preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

CARRIED

(3) RECONVENE

The meeting reconvened at 7:01 pm.

(4) APPROVAL OF AGENDA

5094-22 Moved by: Commissioner Moul Seconded by: Commissioner Jartved

THAT the Cultus Lake Park Board approve the Agenda for the Regular Meeting of December 14, 2022; and

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

CARRIED

(5) ADOPTION OF MINUTES

5095-22 Moved by: Commissioner Moul Seconded by: Commissioner Beesley

- (a) ***THAT** the Cultus Lake Park Board adopt the minutes of the Regular Meeting held November 23, 2022.*

CARRIED

(6) CORRESPONDENCE

(7) BYLAWS

- (a) **2023 Levying of Rates Bylaw**

- Report dated December 14, 2022, from Erica Lee, Chief Financial Officer
- Attachment 1; 2023 Levying of Rates Bylaw No. 1221, 2022

5096-22 Moved by: Commissioner Bauer Seconded by: Commissioner Moul

***THAT** the Cultus Lake Park Board give First, Second, and Third readings to Bylaw No. 1221, 2022, cited as the 2023 Levying of Rates Bylaw.*

CARRIED

(8) FINANCE

- (a) **2023-2027 Cultus Lake Park DRAFT Financial Plan**

- Attachment 1; Cultus Lake Park Board 2023-2027 DRAFT Financial Plan Bylaw No. 1220, 2022
- Attachment 2; Schedule A – 2023 Financial Plan Summary
- Attachment 3; Schedule B – 2023-2027 Five Year Summary

5097-22 Moved by: Commissioner Bauer Seconded by: Commissioner Jartved

***THAT** the Cultus Lake Park Board give Third reading to Cultus Lake Park 2023-2027 Financial Plan Bylaw No. 1220, 2022.*

CARRIED

(9) STAFF REPORTS

- (a) **December 1, 2022, Sewer Grant Announcement**

- Report dated December 14, 2022, from Joe Lamb, Chief Administrative Officer

5098-22 Moved by: Commissioner Beesley Seconded by: Commissioner Moul

***THAT** the Cultus Lake Park Board receives the Sewer Grant Announcement report for information.*

CARRIED

(b) **Draft Media Policy**

- Report dated December 14, 2022, from Rachel Litchfield, Manager of Corporate Services / Corporate Officer
- Attachment 1; Draft Media Policy

5099-22 Moved by: Commissioner Bauer Seconded by: Commissioner Jartved

THAT the Cultus Lake Park Board adopt the Draft Media Policy attached to and forming part of the December 14, 2022, Regular Meeting Agenda.

CARRIED

(10) REPORTS BY COMMISSIONERS

(a) **Appointments of Chair and Vice Chair to Standing and Select Committees**

- Report dated December 14, 2022, from Chair, Kirk Dzaman
- Attachment 1; Board Committee System Policy
- Attachment 2; Committee Application
- Attachment 3; TOR Community Events and Engagement Committee
- Attachment 4; TOR Village Center Planning and Development Committee
- Attachment 5; TOR Environmental and Public Area's Planning Committee
- Attachment 6; TOR Commercial Leaseholder Committee as amended

5100-22 Moved by: Commissioner Moul Seconded by: Commissioner Beesley

THAT the Cultus Lake Park Board approve the following Standing, Select and External Committees and the appointments of the Chair and Vice Chair for the following Committees as follows:

Community Events and Engagement Committee (Select)

Chair – Commissioner Jartved

Vice Chair – Community member (to be appointed)

Village Center Planning and Development Committee (Select)

Chair – Commissioner Dzaman

Vice Chair – Commissioner Beesley

Environmental and Public Area's Planning Committee (Standing)

Chair – Commissioner Bauer

Vice Chair – Commissioner Jartved

Commercial Leaseholder Committee as amended (Standing)

Chair – Commissioner Moul

Vice Chair – Commissioner Bauer

Cultus Lake Aquatic Stewardship Strategy (CLASS) (External)

Commissioner Bauer

Tourism Chilliwack (External)

Vice Chair John Beesley

Cultus Lake Community School Association (External)
Commissioner Moul

THAT the Cultus Lake Park Board request that the Chief Administrative Officer post notice that the park is accepting applications for volunteer members to apply for membership to Standing or Select committees before the second week in January to be presented to the Board at the Regular Meeting on January 18, 2023.

CARRIED

Commissioner Jartved thanked the volunteer community members who participated in each of the committee's initiatives this past year.

(11) COMMUNITY ASSOCIATION

C. Rogozinski requested that Chief Financial Officer, E. Lee prepare an executive summary of the budget documents for the public in future years to further clarify the information.

Chief Financial Officer, E. Lee noted that the PowerPoint outlining the budget could be placed on the website and added that there is a highlight sheet which notes the key areas of the budget.

Chief Administrative Officer, J. Lamb added that members of the public are encouraged to attend the budget meeting in November each year to raise questions.

C. Rogozinski inquired into the process for elevating short-term rental related complaints/issues, what complaints constitutes a fine, and how the public would know whether a short-term rental received a fine. She noted a recent complaint made on the My Civic App and inquired into staff follow up practices.

Chief Administrative Officer, J. Lamb noted that a strike is a fine and added that staff will be reviewing the short-term rental policy with respect to the definition of a strike and if they carry over annually. He noted that any fines issued to a short-term rental would not be made public and are issued in alignment with BC Adjudication practices. He reviewed the annual interview process that staff conduct with any short-term rental applicant prior to issuing the licence which includes review of any complaints, fines, and bylaws. Staff will review the specific complaint noted by C. Rogozinski.

Chair Dzaman noted that short-term rental related data is required to make decisions.

The Board discussed the process with respect to issuing fines to short-term rentals.

(12) PUBLIC QUESTION PERIOD

G. Campbell, resident inquired into whether any budget shortfalls with respect to the sewer system would affect Cultus Lake Park residents.

Chief Administrative Officer, J. Lamb noted that it would likely affect residents.

R. Burrows, resident inquired into what is a complaint with respect to a short-term rental and what is required of the complainant for staff to respond accordingly.

Chief Administrative Officer, J. Lamb noted that any video or audio can be utilized to issue a fine. He added that any off-season complaints made overnight should be made directly to RCMP. He noted that peak season overnight complaints should be made directly to security and added that detailed notes of the complaint are provided to staff from the RCMP throughout the year.

L. Shears, resident inquired about if a resident were to file a complaint through the RCMP, if they should also be filing it through the My Civic App.

Chief Administrative Officer, J. Lamb noted that it is important to also report in the app, in the case that the complaint is not fully captured in the RCMP report.

G. Campbell, resident inquired into whether the Board has had discussions to limit the number of short-term rentals and voiced concerns on the long-term effects of the community.

The Board noted that short-term rentals are being discussed, however there is also liability that needs to be considered. Commissioners added that reporting is important to assist in management of short-term rentals.

Chief Administrative Officer, J. Lamb reviewed that the Cultus Lake Park Board is a government body and also the landlord creating unique challenges in the management of short-term rentals.

(13) ADJOURNMENT

5101-22 Moved by: Commissioner Beesley Seconded by: Commissioner Moul

THAT the Regular Meeting of the Cultus Lake Park Board held on December 14, 2022, be adjourned at 7:55 pm.

CARRIED

I hereby certify the preceding to be a true and correct account of the meeting of the Cultus Lake Park Board held December 14, 2022.

Kirk Dzaman
Chair

Joe Lamb
Chief Administrative Officer



CULTUS LAKE PARK BOARD SPECIAL REGULAR MEETING MINUTES

MONDAY, DECEMBER 19, 2022
CULTUS LAKE PARK OFFICE BOARDROOM
4165 COLUMBIA VALLEY HIGHWAY, CULTUS LAKE, BC

Present Commissioner K. Dzaman – Chair
Commissioner J. Beesley – Vice Chair
Commissioner D. Bauer
Commissioner E. Jartved
Commissioner T. Moul

Staff Chief Administrative Officer – J. Lamb
Chief Financial Officer – E. Lee
Manager of Corporate Services / Corporate Officer – R. Litchfield
Manager of Park Operations – J. Almeida
Manager of Sunnyside Campground & Accommodations – C. Volk
Administrative Assistant, Communications & Events Coordinator – A. Nadeau

(1) CALL TO ORDER

The Chair called the meeting to order at 8:32 am.

(2) APPROVAL OF AGENDA

SP-5102-22 Moved by: Commissioner Jartved Seconded by: Commissioner Moul

***THAT** the Cultus Lake Park Board approve the Agenda for the Special Regular Meeting of December 19, 2022; and*

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

CARRIED

(3) FINANCE

(a) 2023-2027 Cultus Lake Park DRAFT Financial Plan

- Attachment 1; Cultus Lake Park Board 2023-2027 DRAFT Financial Plan Bylaw No. 1220, 2022
- Attachment 2; Schedule A – 2023 Financial Plan Summary
- Attachment 3; Schedule B – 2023-2027 Five Year Summary

SP-5103-22 Moved by: Commissioner Jartved Seconded by: Commissioner Beesley

***THAT** the Cultus Lake Park Board give Final reading to Cultus Lake Park 2023-2027 Financial Plan Bylaw No. 1220, 2022.*

CARRIED

(4) BYLAWS

(a) 2023 Levying of Rates Bylaw

- Attachment 1; 2023 Levying of Rates Bylaw No. 1221, 2022

SP-5104-22 Moved by: Commissioner Bauer Seconded by: Commissioner Moul

***THAT** the Cultus Lake Park Board give Final reading to Bylaw No. 1221, 2022, cited as the 2023 Levying of Rates Bylaw.*

CARRIED

(5) STAFF REPORTS

(6) REPORTS BY COMMISSIONERS

Commissioners wished staff a Merry Christmas and happy holidays.

(7) COMMUNITY ASSOCIATION

E. Vance wished the Board and staff happy holidays.

(8) PUBLIC QUESTION PERIOD

(9) ADJOURNMENT

SP-5105-22 Moved by: Commissioner Bauer Seconded by: Commissioner Beesley

***THAT** the Special Regular Meeting of the Cultus Lake Park Board held on December 19, 2022, be adjourned at 8:36 am.*

CARRIED

I hereby certify the preceding to be a true and correct account of the meeting of the Cultus Lake Park Board held December 19, 2022.

Kirk Dzaman
Chair

Joe Lamb
Chief Administrative Officer



OMBUDSPERSON
BRITISH COLUMBIA

January 4, 2023
File: 20-0185175

VIA EMAIL: joe.lamb@cultuslake.bc.ca

Joe Lamb
4165 Columbia Valley Highway
CULTUS LAKE BC

Dear Joe Lamb:

On February 23, 2022 I emailed you regarding a complaint concerning Cultus Lake Park Board (the "Board") from [REDACTED]. The *Ombudsperson Act* requires that both the authority and the complainant be notified of the decision to end an investigation and the reasons for it. This letter is intended to fulfill that obligation.

Complaint Summary

[REDACTED] reported that on September 16, 2020 the Board increased the annual moorage registration fee from \$150/year to \$500/year. I understand that it had previously been increased from \$45/year in 2012, to \$75/year in 2013, and then to \$150/year in or about 2015 or 2016. I understand that the annual moorage registration fee is still \$500/year.

[REDACTED] argued that buoy users did not have an adequate opportunity to provide input regarding the proposed increase prior to its implementation. Specifically, [REDACTED] suggested that the Board voted on, and approved, the change from \$150/year to \$500/year in the fall of 2020, after the summer vacation months had passed and by which time most leaseholders had reportedly left Cultus Lake Park.

[REDACTED] also suggested that the notice of the proposed change was inadequate in the circumstances; he reported that the only notice given by the Board was by way of a notice posted to the website three days before the meeting in mid-September, 2020.

Investigation Results

The focus of my investigation was whether the Board acted fairly and reasonably in changing the annual moorage registration fee in September 2020, and whether three days notice was adequate and reasonable in the circumstances.

The fee increase was first made public on September 13, 2020 when an agenda package for the upcoming September 16th Board meeting was posted on the Board's website. The September 16th agenda package included a report titled Foreshore Report which recommended, among other things, that the Board direct staff to increase the fees from \$150/year to \$500/year. The Foreshore Report gave reasons why the fee increase was deemed necessary, including heightened visitation and watercraft use at Cultus Lake, increased shoreline erosion, and increased stress and wear on

foreshore structures. The Foreshore Report estimated that the previous year's moorage registration revenue of ~\$33,000 covered less than 50 percent of the moorage administration and foreshore management costs. At the September 16th meeting, the Board accepted the recommendation in the Foreshore Report and directed staff to increase the fees from \$150/year to \$500/year.

The first thing I considered was the correctness of the Board's actions. Generally speaking, one of the primary pillars of administrative fairness is the expectation that a public authority correctly applies the correct law and policy in making a decision.

The Board's power to charge mooring fees comes from section 14(f.1) of the *Cultus Lake Park Act*,¹ which gives the Board broad discretion to impose and collect, via bylaw (i.e. the Boating and Foreshore Bylaw), a charge in relation to equipment it has constructed, operates, or maintains. The Board's power to amend bylaws is regulated by section 9.1(1)(d) of the *Cultus Lake Park Act*, which in turn adopts relevant sections of the provincial *Community Charter*.² The legislation provides that the Board may only adopt or amend a bylaw after giving it three readings, and there must be at least one day between three readings and the motion to adopt or amend.

The Board appears to have followed the procedure outlined in the *Community Charter*; the fee increase amendment to the Boating and Foreshore Bylaw was given first, second, and third readings at the Board meeting on October 21, 2020, and was then given a "final reading" (i.e. adopted) at the Board meeting on November 20, 2020. The correct law and policy therefore appear to have been applied in this case.

I also considered the procedural fairness of the Board's actions, given the complaint of inadequate notice. Procedural fairness is generally concerned with the level of participation afforded to a person in a decision-making process, and is generally assessed on a case-by-case basis.

The Board was required to give at least three days advance notice of all board meetings under section 3.9.1 of its Procedures Bylaw. Such notice must include the date, place, and time of the meeting, and must be posted on the Board's website, along with a copy of the agenda for the meeting. The Board appears to have done just that in advance of each of the three relevant meetings (September 13th, October 21st, and November 20th). The Board's motion on September 13th directed staff to implement the fee increase, which was not actually implemented until the November 20th meeting. For that reason, although the initial three days' notice before the September 13th meeting seemed short at face value, I think it was ultimately reasonable in the circumstances, given that it would be another two months before the fee increase was actually implemented.

The Board also received and considered a significant amount of oral and written communication with respect to the proposed fee increase following its announcement in September 2020. In particular, ████████ sent a letter to the Board in advance of the October 21st meeting, in which he raised his concerns about the allegedly deceptive manner in which the Board decided to increase the mooring fees. Other residents raised concerns to the Board about the fee increase, and the Board's justification thereof, at or before both the October 21st meeting and the November 20th meeting. The Board appears to have responded to each question from the public and to those pieces of written correspondence which posed questions to the Board.

████████ also submitted to the Board a copy of an online petition opposing the fee increase in advance of the Board's January 20, 2021 meeting. The Board accepted the petition and noted that, while the petition was signed by 399 people, 229 of them were not located within reasonable proximity to Cultus Lake, and that only 57 of the remaining 170 names were registered buoy holders.

¹ SBC 1932 c 63.

² SBC 2003 c 26.

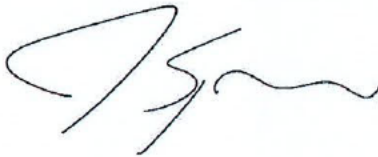
The Board's acknowledgment of, and response to, almost all of the feedback it received in respect of the proposed fee increase demonstrates a strong degree of public involvement in the process, which is a hallmark of procedural fairness. For these reasons, I think the Board's procedure was reasonably fair in the circumstances.

Conclusion

Given the results of my investigation described above I have decided to end my investigation and close the file pursuant to section 13(e) of the *Ombudsperson Act*.

Thank you for your cooperation in the course of this investigation. If you have any questions or concerns arising from this investigation, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'J. Smith' or similar, written in a cursive style.


Ombudsperson Officer



Building trails. Building communities.

December 21, 2022

Mr. Joe Lamb
Chief Administrative Officer – Cultus Lake Park Board
4165 Columbia Valley Highway
Cultus Lake, BC V2R 5B5

Dear Mr. Lamb:

RE: ADAPTIVE MOUNTAIN BIKE AND MULTI-USE TRAIL ON CLPB LAND

Please accept this letter as a formal request from the Fraser Valley Mountain Bikers Association to build and maintain a multi-use trail on the Cultus Lake Park Board property located north of Parmenter Road and to the west of the existing Emil Anderson works yard. The trail will be designated as multi-use and suitable for both foot traffic and non-motorized bike traffic and will be built to Adaptive Mountain Biking and Province of British Columbia trail standards. This trail will be a vital connection for non-motorized traffic from the City of Chilliwack trail on the north side of Vedder Mountain connecting to the south side and Cultus Lake.

Working with the Kootenay Adaptive Sports Association and Tourism Chilliwack we hope this proposed new trail can become an anchor in developing Chilliwack as a hub for adaptive sports and help draw more tourism to the Cultus Lake community during shoulder seasons. It will also provide Cultus Lake residents with another recreational asset and a sustainable trail connecting users to the City of Chilliwack park on the north side.

I trust you will see the benefit of this asset to the Cultus Lake community, Cultus Lake Park Board and residents of greater Chilliwack and I look forward to the opportunity to further discuss the benefits to your board.

Regards,

A handwritten signature in blue ink, appearing to read 'Michael Woods', is written over a light blue horizontal line.






Michael Woods | President
Fraser Valley Mountain Bikers Association

www.fvmba.com



iMapBC Mapping

Legend

-  Recreation Sites Subset - In Only
-  Recreation Trail Heads Sub: Purposes Only
-  Recreation Lines - All - FTEI
-  PMBC Parcel Cadastre - Ou
-  Recreation Polygons - All - f

0 0.09 0.18 km

1: 4,514

Copyright/Disclaimer

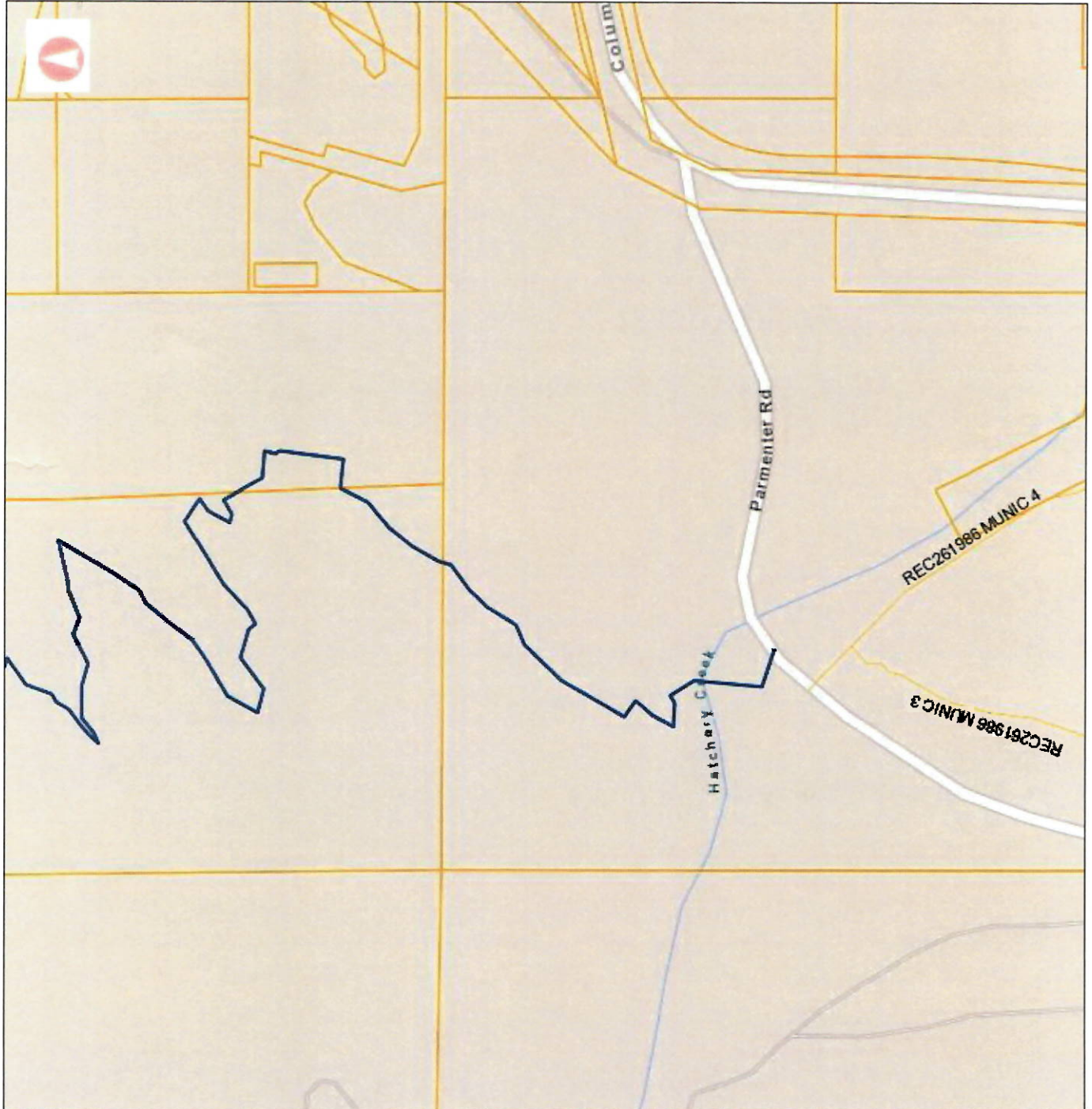
The material contained in this web site is owned by the Government of British Columbia and protected by copyright law. It may not be reproduced or redistributed without the prior written permission of the Province of British Columbia. To request permission to reproduce all or part of the material on this web site please complete the Copyright Permission Request Form which may be accessed through the Copyright Information Page.

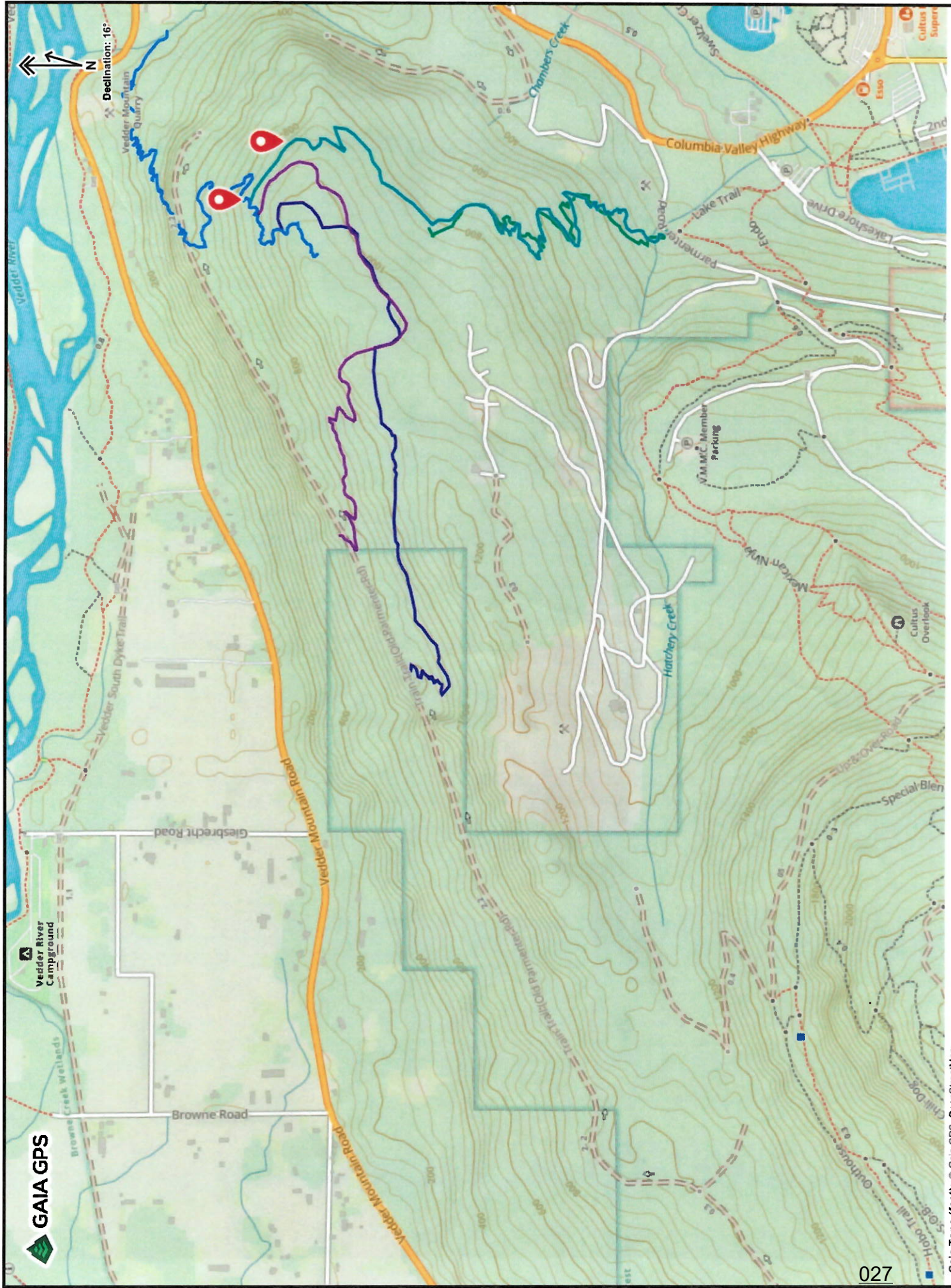
CAUTION: Maps obtained using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Uncharted hazards may exist. DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.

Datum: NAD83

Projection: WGS_1984_Web_Mercator_Auxiliary
Spheroid

Key Map of British Columbia





From: Bill Towler <[REDACTED]>
Date: Wednesday, December 28, 2022 at 10:24 AM
To: aantifaeff@fvrd.ca <aantifaeff@fvrd.ca>
Cc: Coralea Towler <[REDACTED]>, Joe Lamb <joe.lamb@cultuslake.bc.ca>
Subject: Cultus Lake Zoning Review

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you for an opportunity to offer an opinion on the difficult review that you have embarked upon.

Firstly, I do not envy OTG Planning Consultants the job of trying to find an answer to these issues and fully understand the FVRD and their planning department staff in choosing to distance themselves from the agony of defending the eventual outcome.

On the matter of parking on First avenue I offer no firm opinion but lean towards leniency. After all, the lots in question are mostly 25' X 65' i.e. a maximum of 1625 sq.ft. and were established originally as camping/tent sites. It was never conceived that time would make such a dramatic transformation that these tiny sites would become so valuable as sites for year around homes and the subject of a heated parking debate. The typical building envelope for these lots amounts to about 1050 sq.ft. To sacrifice 400 sq.ft from a building envelope of 1050 sq.ft. in order to park two vehicles is punitive. Perhaps one parking stall would be sufficient. Or perhaps a part of two vehicles in the building envelope with part on park property in car port style. **Leniency must be part of the answer.**

Conversely the westside issue is one where I do have some strong feelings. A satisfactory outcome here would require the wisdom of Solomon and alas he is unavailable to take on this challenge.

We can all agree that the Cultus Lake westside area of Lakeshore Drive and Munro Avenue lacks uniformity and conformity. The lot differences are broad. This inhibits a one size fits all solution.

There are small level lots. There are small sloping lots. There are large sloping lots. There are large steep lots.

Indeed it seems to me that each and every lot is unique. Unique in its size, its topography, its view, its neighbours, its frontage, some enjoy dual frontage to both Lakeshore and Munroe, all these factors combine to reinforce the contention that one set of rules could not possibly be devised that could govern the development and redevelopment of this area, and at the same time be fair to all concerned.

Perhaps the westside could be designated a “Special Development Area” or some such classification. This would require that each application request for development or redevelopment would be judged on its own particular merits. A design panel/committee could be constituted that would judge the suitability of the development. Consideration would be given to all aspects of the request including but not limited to:

Lot size

Topography

Frontage

Accessibility

Conformity with neighbours

Form and character of design and materials

Adherence to the spirit of ‘PLAN CULTUS’

Availability of services

Height, setbacks, Sightlines and impact upon existing neighbouring development.

As I reread these thoughts I am tempted to think the solution is beyond the purview of the FVRD. The FVRD is ill-equipped to be the arbiter of what is, or is not, good form and character and do not have the administrative flexibility to negotiate the trade offs necessary to reach a compromise solution.

Perhaps we are barking up the wrong tree.

We need to get the Cultus Lake Park Board involved and onside with a blanket solution for the westside conundrum. I do not have the skill set or vocabulary to be able to articulate the solution but such terms as ‘restrictive covenant’ or ‘building

scheme' come to mind. At Cultus Lake we have an advantage. We are our own Land Titles Office. So the imposition or registration of a caveat or a restrictive covenant on all titles on the westside.....with the words "Special Development Area" is achievable at minimal cost.

What I really hope to achieve is to get away from contentious variance applications. Variance applications that pit one owner against their neighbours. This process can cause lasting feuds between neighbours. You will recall the feud between the Hatfields and the McCoys. It lasted thirty years. I offer this Andrea, (tongue in cheek) only to underscore the potential lasting aggravation that variance requests can trigger.

Thank you for allowing me to weigh in on this fraught matter..

Respectfully,

Bill Towler. 



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 3900

SUBMITTED BY: Rachel Litchfield,
Manager of Corporate Services / Corporate Officer

SUBJECT: Sunnyside Campground Bylaw No. 1222, 2023

PURPOSE:

To present to the Board the proposed changes to Sunnyside Campground Bylaw No. 1222, 2023.

RECOMMENDATION:

THAT the Cultus Lake Park Board give First, Second, and Third Readings of the Cultus Lake Park Sunnyside Campground Bylaw No. 1222, 2023.

DISCUSSION:

The Cultus Lake Park Sunnyside Campground Bylaw Schedule A: Fees required updates as new fees were deemed necessary. Notably the parameters around the cancellation fee and the seasonal daily late payment fee were updated and a booking transfer fee and a pet licence fee were added.

Staff used this opportunity to make changes that strengthen compliance and enforcement through utilizing and implementing the previous bylaw through the 2022 season.

As the changes are extensive staff have attached a redline version to show all changes, omissions, and additions from the current bylaw to the proposed.

STRATEGIC PLAN:

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

Prepared by:

Rachel Litchfield
Manager of Corporate Services /
Corporate Officer

Approved for submission to the Board:

Joe Lamb
Chief Administrative Officer



Cultus Lake Park

SUNNYSIDE CAMPGROUND BYLAW

Bylaw No. 1222, 2023

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 and all amendments.”

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. 1222, 2023.”

2 INTERPRETATION

2.1 Words or phrases defined in the *Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

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

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

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

“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 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.

“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 Manager of Sunnyside Campground and Accommodations.

“Extra Seasonal Vehicle Pass” means the additional adhesive seasonal Vehicle permit provided by Sunnyside Campground, for a fee, to be affixed for the duration of the season to a specific Vehicle as registered with the Campground.

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

“Gazebo” means a free-standing structure open on all sides.

“Guest” means any Person staying overnight with an Overnight Camper or a Seasonal Camper.

“Highway” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Low-powered Vehicle” means a Vehicle that is powered by an electric motor and produces no emissions, including, but not limited to electric bikes, mopeds, scooters, and segways.

“Monthly Camper” means a Person occupying a campsite for more than 29 (twenty-nine) days.

“Motor Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Nuisance” means one or more acts by a Person that, individually or in the aggregate over a period of time, does any one of the following or a combination thereof:

- (a) Harms or threatens to harm the life, health, property or comfort of any Person at the Campground;
- (b) obstructs any Person at the Campground in their exercise or enjoyment of the Campground;

- (c) harasses any other Person at the Campground, including but not limited to any Park Staff;
- (d) uses offensive, belligerent, aggressive or derogatory language or behavior towards any Person at the Campground, including but not limited towards any Park Staff; and
- (e) directly or indirectly uses a disproportionate amount of Park resources (including Park Staff time) relative to other Persons at the Campground.

“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.

“Overnight Camper” means any Person the reservation information states the site is registered to on a nightly basis.

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

“Person” has the same meaning as in the *Interpretation Act* (British Columbia) and for the purpose of this Bylaw may include Seasonal Camper, Overnight Camper, Guest, or Visitor.

“Public Area” means any Highway, driveway, parking lot, beach, Wharf, school ground, or playground in The Park, or such other premises as the Board may from time to time designate.

“Recreational Vehicle” means any Vehicle designed or used primarily for accommodation during travel or recreation, including but not limited to a “motor home” as defined in the *Motor Vehicle Act* (British Columbia).

“Seasonal Camper” means any Person the reservation information states the site is registered to on a seasonal basis.

“Season” means the seasonal camping Season and will be from the second Sunday in April until the 30th of September of each calendar year.

“Seasonal Vehicle Pass” means the adhesive seasonal Vehicle permit provided by Sunnyside Campground, to be affixed for the duration of the Season to a specific Vehicle as registered with the Campground.

“Smoker Unit” 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.

“Trailer” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Unmanned Aerial Vehicle” means 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 and is commonly known as a UAV or drone.

“Unlicensed Vehicle” means a Vehicle including, but not limited to, pocket bikes, minibikes, motorized scooters, dirt bikes, all-terrain Vehicles, and golf carts.

“Unsightly” 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; and/or
- (e) any unlicensed or unregistered Vehicles in a state of disrepair or disassembly.

“Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Visitor” means any Person visiting an Overnight Camper or Seasonal Camper or a Person in any Public Area within the Park.

“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 Overnight Campers, Seasonal Campers, Guests, and Visitors in Sunnyside Campground are subject to the provisions as outlined in this Bylaw, the Sunnyside Campground Administrative Policy and all other Cultus Lake Park Bylaws and amendments.

4 NOISE REGULATION

4.1 Exemptions

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, Ambulance and Park Staff Vehicles while in the execution of their duties;
- (b) operating any Vehicle, machinery or other apparatus or thing during an emergency or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs; or

- (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 Overnight Camper, Seasonal Camper, Guest, or Visitor will make, cause or permit the registered campsite to be used so that noise or sound which occurs on or emanates 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) 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 and no Person will make unnecessary or continuous noise during these quiet hours.
- (d) No Person will possess or discharge fireworks within the Campground without written permission from the CAO.
- (e) No Person will conduct any commercial services or activities in the Campground including, but not limited to:
 - i. Selling, bartering, or displaying any goods or services;
 - ii. conducting any business or commercial activity or encouraging any person to use the Campground for any activity related to a business or commercial enterprise, whether the business or commercial aspect of the activity is carried out within the Campground; or
 - iii. posting or affixing any notice, advertisement, or sign, of any kind.

4.3 Public Address Systems

No Person will possess or operate a public address and/or sound system in the Campground without written permission from the Manager of Sunnyside Campground and Accommodations or Designate.

4.4 Motor Vehicle Noise

The following noises are considered unnecessary, objectionable, or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of Overnight Campers, Seasonal Campers, Guests, and Visitors and while operating a Motor Vehicle, no Person will:

- (a) Squeal a tire on a road or Highway surface;
- (b) emit a loud, roaring or explosive sound;

- (c) allow amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates and can be easily heard by someone outside the Motor Vehicle;
- (d) allow 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; or
- (e) allow the sound of a horn or other warning device to be used for any purpose other than as an audible warning incidental to the safe operation of the Motor Vehicle.

4.5 Motor Vehicles Idling and Air Quality

While operating a Motor Vehicle, no Person will idle or otherwise run continuously for more than three (3) minutes at the same location, except:

- (a) A Vehicle containing equipment that must be operated inside or in association with a Vehicle; or
- (b) 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 no Person will:

- (a) 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 in the neighborhood or vicinity of those premises or place;
- (b) allow or permit any campsite to be used by a Person 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 in the neighborhood or vicinity of said campsite;
- (c) will own, keep, or harbor any animal which by its barking, cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of Person in the vicinity;
- (d) 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, except for Campground and Park Staff; or
- (e) 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 Person.

5 GATE CLOSURE AND VISITOR DEPARTURE

- 5.1** No Seasonal Campers will share or lend their swipe card to any other Person.

- 5.2 No Day Visitors will remain in the Campground after 11:00 pm.
- 5.3 No Overnight Guests will remain in the Campground after 11:00 am on the date of Guest pass expiry.

6 OVERNIGHT CAMPERS, GUESTS, AND VISITORS

- 6.1 Overnight adult occupancy will not exceed four (4) Persons per campsite.
- 6.2 Site Usage:
 - (a) No Overnight Camper will have more than one (1) Recreational Vehicle unit plus one (1) tent or;
 - (b) Two (2) tents, if no Recreational Vehicle unit is on site.
- 6.3 No Person will enter a campsite, prior to the set check-in time of 1:00 pm, without permission from the Manager of Sunnyside Campground and Accommodations or Designate.
- 6.4 No Person will occupy or remain on a campsite beyond the set check out time of 11:00 am, unless they have prior permission from the Manager of Sunnyside Campground and Accommodations or Designate. Violators will be subject to fines and/or towed.
- 6.5 No Person will cause a Nuisance anywhere in the Campground. Violators will be subject to fines and/or eviction. Overnight Campers who are ongoing or repeat violators will in all cases be subject to eviction pursuant to Section 21 of this Bylaw.
- 6.6 The Manager of Sunnyside Campground and Accommodations or Designate may refuse admittance to any Person.
- 6.7 No Person will have or cause belligerent behavior anywhere in the Campground. Violators will be subject to fines and/or eviction.
- 6.8 No Person will have or cause disrespectful behavior anywhere in the Campground. Violators will be subject to fines and/or eviction.

7 PUBLIC AREAS

- 7.1 No Person will operate an Unmanned Aerial Vehicle (commonly known as a drone) within the Campground.
- 7.2 No Person under the age of 18 years will be off their site after 11:00 pm unless accompanied by an adult. Fines will be applied per attendance and may result in eviction.
- 7.3 No person will enter the playgrounds after dusk.
- 7.4 No Person will smoke in the Campground, except for within a registered campsite.

8 VEHICLES & TRAILERS

- 8.1 Day Visitor Vehicles: There is a limit of two (2) day Visitor Vehicles per site. 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** No Person will park on Beach Drive, unless as designated otherwise by Park signage.
- 8.4** No Person will contravene the *Motor Vehicle Act (British Columbia)*.
- 8.5** Motorcycles are considered Vehicles for the purposes of the compliance and enforcement of this Bylaw and are required to be registered prior to entry to the Campground.
- 8.6** No Person operating a Motor Vehicle or Vehicle will exceed the posted speed limit.
- 8.7** No Person operating a Low-powered Vehicle in the Campground will exceed the posted speed limit.
- 8.8** No Person will operate an Unlicensed Vehicle in the Campground, without prior written permission from the Manager of Sunnyside Campground and Accommodations or Designate.
- 8.9** No Person will park a Motor Vehicle or Vehicle in such a way as to impede the flow of traffic on any Highway, road, or laneway.
- 8.10** No Person will operate a Motor Vehicle or Vehicle within Sunnyside Campground that is not registered at the Sunnyside Gatehouse.
- 8.11** No Person, other than the registered occupant, will park in any parking stall designated a reserved parking area. Violators will be subject to fines and/or towed.
- 8.12** No Person will park in a parking stall designated for a Vehicle and Trailer on Beach Drive unless:
- (a) the Vehicle is attached to an empty boat Trailer; and
 - (b) the purpose for parking was for boat launch usage.

9 LIQUOR

No Person will consume liquor and/or alcoholic beverages or have open liquor and/or alcoholic beverages in their possession within all Public Areas, beaches, Campground Buildings, playgrounds, roadways, Highways, or green spaces. Fines will be levied per attendance.

10 AGE RESTRICTION

No Person under the age of 21 will be permitted to occupy any campsite unless accompanied by the Overnight Camper or Seasonal Camper, aged 21 years of age or older, who will remain responsible for all bylaw contraventions and Visitor and Guest actions on the site during the entirety of stay.

11 PETS

- 11.1** No Person will allow pet(s) to be unsecured or off leash.

- 11.2** No Person will leave pet(s) unattended.
- 11.3** No Person will allow pet(s) to repeatedly disturb the quiet enjoyment of Campers and 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** No Overnight Camper, Visitor or Guest will have pet(s) in the Campground without ID tags including Owner or custodial contact information attached to collars.
- 11.5** No Seasonal Camper or Monthly Camper will have pet(s) in the Campground without Campground issued ID tags attached to collars.
- 11.6** No Person will allow pet(s) on the beaches, on the wharves, in the water, (except for in the dog swim areas) or in the playground areas.
- 11.7** No Person will leave pet feces anywhere in the Campground other than a garbage receptacle.
- 11.8** No Person will own, keep, or harbor any Dangerous Animal, snakes, lizards, or crocodilians within the Campground.

12 PLANTS AND TREES

No Person will:

- (a) Cut, trim or damage plants and/or trees, including fallen trees;
- (b) use nails, screws or any material which could damage a tree;
- (c) plant any tree, plant or flower in the ground within the Campground, excluding planter boxes and raised garden beds that had been approved by the Park in 2010. Replacement of these previously approved planter boxes and raised garden beds are not allowed without written permission from the Manager of Sunnyside Campground and Accommodations or Designate; or
- (d) place or store any planter or planting pots outside of the property pins of their seasonal camping site.

13 ELECTRICITY

- 13.1** No Person will maintain lit lighting during daylight hours or when retiring for the night.
- 13.2** No Person will operate, or cause to allow to be operated, an air conditioner on a site not occupied for twelve (12) hours or more.
- 13.3** No Person will operate more than one string of Energy Efficient exterior lights, 15m/50' in length.
- 13.4** No Person will leave lights on overnight and/or when the site is not occupied.
- 13.5** No Person will have more than one Energy Efficient 5.0 cubic feet exterior refrigerator, per seasonal site, and the refrigerator must;

- (a) be child-proofed with an appropriate locking device;
- (b) be paid at time of registration; and
- (c) must have the Campground issued decal clearly displayed on the outside of the refrigerator.

13.6 No Person will operate freezers, electric ranges, and/or generators.

13.7 No Person will open, alter, modify, or tamper with any electrical receptacle or electrical infrastructure within the Campground.

13.8 No Person will perform any electrical work within the Campground, except Cultus Lake Park Staff, without written permission from the CAO.

13.9 No Person will gain or block access to any electrical equipment, panels, enclosures, outlet boxes, within the Campground.

13.10 No Person will use a splitter, break out / tap boxes to provide additional electrical usage points. The provided outlet is intended to feed the occupants RV directly.

13.11 No Person will connect, use, or power devices and equipment that are not CSA, or a recognized equivalent, within the Campground.

13.12 No Person will connect, charge or power an electric Vehicle within the Campground.

13.13 No Person will operate a hot tub, an inflatable hot tub, portable hot tub, or a sauna within the Campground.

14 GARBAGE, RECYCLING AND DISPOSAL OF PROPANE BOTTLES

No Person will:

- (a) 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, except for Campground Staff;
- (b) solicit any recycling material from any other Person in the Campground; or
- (c) leave behind, deposit, or discard any propane bottles (white or green) anywhere in the Campground, including trash bins.

15 SITE CONDITION

No Overnight Camper or Seasonal Camper will allow their site to become Unsightly in the opinion of the Manager of Sunnyside Campground and Accommodations or Designate.

16 CAMPFIRES AND FIRE BANS

16.1 No Person will light or maintain an open burning wood fire in the Campground except on registered sites and are subject to the following conditions, and must:

- (a) Be in a container, apparatus or physical construct that can control the spread of the fire, such as the fire rings provided by the Campground;

- (b) not be left unattended, and an adult must be always present;
- (c) be a safe distance from any tree, building, Vehicle and combustible structure or any type of material that may be subject to combustion;
- (d) have flames lower than six (6) inches in height;
- (e) only be untreated wood; and
- (f) not be outside of the permitted daily times of; 7:00 am to 1:00 pm and from 5:00 pm to 11:00 pm.

16.2 No Person will light or maintain a propane campfire outside of the permitted daily times of 7:00 am to 11:00 pm.

16.3 No Person will light or maintain an open burning wood fire in the Campground during a fire ban.

16.4 No Person will use a Smoker Unit within the Campground.

16.5 No Person will use a propane, natural gas, Charcoal/Coal heater unit or a Barbeque on the wharves or the beach.

16.6 No Person will use charcoal, coal, or briquettes within the Public Areas of the Campground.

17 SEASONAL OCCUPANCY

17.1 No Seasonal Camper will sublet, assign, or allow others to use their seasonal site and will be subject to fines and/or eviction.

17.2 Site Usage

(a) No Person will have more than one (1) Recreational Vehicle unit plus one (1) tent for immediate family and as the seasonal site size permits in consideration of section 17.3 (b) of this Bylaw, below; or

(b) Two (2) tents for immediate family only if no Recreational Vehicle unit is on site.

17.3 Vehicle Passes

(a) Two (2) Seasonal Vehicle 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 place on site.

(b) A maximum of two (2) Extra Seasonal Vehicle 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. Each Seasonal Vehicle Pass includes one (1) adult and children. Additional adults must register at the gatehouse and pay applicable fees for overnight visiting.

- (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 at the discretion of the Manager of Sunnyside Campground and Accommodations.
- (e) 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.
- (f) 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 12:00 midnight on October 1. 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 deposits are outlined in Schedule A of this Bylaw.

18 SITE SET-UP AND ALTERATIONS

- 18.1** No Person will set-up or alter a site without prior written approval from the Manager of Sunnyside Campground and Accommodations or Designate and approvals must meet all bylaw requirements and expire at the end of each Season.
- 18.2** No Person will allow any site alterations outside the scope of the written approval and an onsite inspection by the Bylaw Compliance and Enforcement Officer and/or Park Staff may be required.
- 18.3** No Person will allow a Recreational Vehicle to be located on a seasonal site within two (2) feet of the roadway.
- 18.4** No Person will cause, build, or permit anything on a seasonal site within two (2) feet of the roadway.
- 18.5** No Person will cause, build or permit a deck on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the deck must:
 - (a) remain within the site boundaries;
 - (b) be setback two (2) feet from the roadway;
 - (c) be removed at the end of each Season; and
 - (d) not be poured concrete and/or other permanent deck structures. Seasonal Camper's decks that have been grandfathered in 2010 are deemed unsafe, by Park Staff, they will be removed, and the site will be brought back to its natural state.
- 18.6** No Person will cause, build or permit a shed on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the shed must:
 - (a) Not exceed 4 feet wide x 8 feet long x 7 feet high;

- (b) remain within the site boundaries;
 - (c) be setback two (2) feet from the roadway;
 - (d) have a finished exterior; and
 - (e) be used solely for storage.
- 18.7** No Person will store a utility trailer without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the utility trailer must:
- (a) Not exceed 14 feet long;
 - (b) remain within the site boundaries; and
 - (c) be set back two (2) feet from the roadway.
- 18.8** No Person will hang, set, or make use of a tarp unless such tarp is:
- (a) Used as roof covering;
 - (b) secured in a manner that will not harm or damage a tree; and
 - (c) on a seasonal site, any color other than orange.
- 18.9** No Person will cause, build, or permit a fence on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate must abide by the following:
- (a) Not be a height greater than four (4) feet;
 - (b) remain within the site boundaries;
 - (c) be setback two (2) feet from the roadway;
 - (d) not be a picket fences with pointed tops; and
 - (e) allow Persons from outside the campsite to be able to clearly see into the campsite without an obstructed view;
 - (f) fencing contiguous to Campground washrooms may be solid and 6 feet tall; and
 - (g) no solid fencing is permitted; and
 - i. must be a non-permanent and removable wooden, wire, plastic or Plexiglass barrier that is one type with a width of less than six (6) inches and a height of no greater than four (4) feet.
- 18.10** No Person will cause or permit a portable carport, Gazebo, or metal structures to be unsecured and/or unanchored to the ground.
- 18.11** No Person will bring landscape or construction materials into the Campground without an approved Site Set-up / Alteration form signed by the Manager of Sunnyside Campground and Accommodations or Designate.

- 18.12** No Person will have more than the one (1) picnic table per site that is supplied by the Campground.
- 18.13** No Person will damage or alter in any way (including painting) the provided picnic table and any coverings protecting or attached to the table must be removed upon departure.
- 18.14** No Person will add any structure to or beside any Recreational Vehicle, travel Trailer or camper other than a deck.
- 18.15** No Person will add or build an accessory building or structure within the Campground unless approved by the Manager of Sunnyside Campground and Accommodations or Designate.
- 18.16** No Person will interfere with the operations of the Campground, including but not limited to, tampering with electrical, water, sewer, or site boundary lines.

19 SATELLITE DISH/ANTENNAE

No Person will install a Satellite dish within the perimeter of seasonal sites, without prior written permission from the Manager of Sunnyside Campground and Accommodations or Designate and such installation must not:

- (a) Extend beyond the seasonal site boundaries;
- (b) be attached to utility poles or the Campground structures;
- (c) have wiring cross over or under any roadway or pathway;
- (d) be attached to trees in such a way to harm the tree in any manner; and
- (e) remain in the Campground beyond October 15, annually.

20 DEPARTURE PROCEDURES

- 20.1** No Person will depart any campsite prior to:
- (a) Cleaning the site;
 - (b) cleaning the fire pit;
 - (c) removing all ropes and other tying devices attached to trees; and
 - (d) removing all building materials, furniture, appliances, cement blocks, bricks, and any other large items.
- 20.2** No Person will leave any large items at or within the Campground waste removal bins.
- 20.3** No person will occupy a seasonal campsite later than 12:00 midnight on October 1.
- 20.4** No person will occupy a campsite later than 11:00 am on the date of check out.

21 EVICTIONS

- 21.1** In the event an Overnight Camper or Seasonal Camper fails to abide by any section of this Bylaw, the Camper may (without any prior notice or warning) be subject to any of the following measures:

- (a) In the case of a Seasonal Camper: eviction from the Campground and given forty-eight (48) hours' notice to remove all of their personal property. For a Seasonal Camper who is evicted, any refund for eviction 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 Camper prior to calculating the refund.
- (b) In the case of an Overnight Camper: immediate eviction from the Campground and immediate removal of all their personal property.

21.2 Evictions pursuant to Section 21.1 of this Bylaw will be made at the sole discretion of the Manager of Sunnyside Campground and Accommodations, after consultation with the CAO.

21.3 A Seasonal Camper or Overnight Camper who has been evicted pursuant to Section 21.1 of this Bylaw will not, in any circumstance, be permitted back to the Campground for two (2) years after eviction and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground and Accommodations. If the Manager of Sunnyside Campground and Accommodations grants approval for an evicted Overnight Camper or Seasonal Camper to return to the Campground, the evicted Overnight Camper, or Seasonal Camper, as applicable, will be placed on a wait list.

21.4 With respect to any eviction pursuant to this Section 21, the Person who are evicted are not entitled to any refunds, damages, or reimbursement for any costs or expenses whatsoever, known, or unknown, arising directly or indirectly from the eviction, provided that a Seasonal Camper is entitled to any refund set out in Section 21.1(a) of this Bylaw.

22 SEASONAL NON-RENEWAL

22.1 Annually, registered Seasonal Camper's site files will be reviewed and may be subject to non-renewal of the seasonal site if one (1) 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 behavior;
 - ii. documentation of reoccurring issues of prohibitive behavior over one (1) or more Seasons;
 - iii. written or verbal warning by Bylaw Compliance and Enforcement Officer 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) causing a Nuisance during the past Season or any previous Seasons;

- (d) abusive/disrespectful or threatening behavior or language towards Campground Staff; or
- (e) nonpayment of Campground fees, by the applicable deadline.

22.2 Notice of non-renewal may be given at any time.

22.3 Occupants of sites that are subject to non-renewal will not be permitted back to the Campground for two (2) years and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground and Accommodations and the CAO.

23 FEES AND FINES

23.1 All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.

23.2 The amounts of all fees listed in Schedule A of this Bylaw are determined and set from time to time as follows:

- (a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of the Act to determine and publish, on an annual basis, the amount of each fee;
- (b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in the Cultus Lake Park Office stating the amount of each fee, and such Fee Notice will remain published in the Cultus Lake Park Office until such fee amounts are no longer in effect;
- (c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;
- (d) in determining any fee amounts pursuant to this Section 23.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:
 - i. all costs to the Board of enforcing this Bylaw;
 - ii. all costs to the Board in managing and maintaining Sunnyside Campground, including administration, infrastructure and security;
 - iii. the most recently passed budget of the Board;
 - iv. the financial circumstances of the Board;
 - v. the best interests of the Board; and
 - vi. the mandate of the Board;
- (e) the amount for each type of fee determined pursuant to Section 23.2 will not increase more than 20% year-over-year;

- (f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to the Cultus Lake Park Office, but in the event of a conflict or inconsistency between the Fee Notice published in the Cultus Lake Park Office and any other notice, the Fee Notice published in the Cultus Lake Park Office will prevail and govern; and
- (g) if no Fee Notice is published by the Chief Financial Officer by the deadline set out in Section 23.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

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

23.4 All outstanding fees and fines must be paid in full before renewal or bookings are permitted.

24 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.

25 REPEAL

Cultus Lake Park Sunnyside Campground Bylaw No. 1205, 2021 and all amendments are repealed upon adoption.

26 EFFECTIVE DATE

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

READ A FIRST TIME THIS XX DAY OF XXX, 2023

READ A SECOND TIME THIS XX DAY OF XXX, 2023

READ A THIRD TIME THIS XX DAY OF XXX, 2023

ADOPTED THIS XX DAY OF XXX, 2023

Kirk Dzaman, Chair
Cultus Lake Park Board

Joe Lamb
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park Sunnyside
Campground Bylaw No. XXXX, 2023

Chief Administrative Officer

SCHEDULE A: FEES

All Sunnyside Campground Registered and/or Seasonal Campers are subject to the types of fees set out in Table 1, Table 2 and Table 3 below. The amount of each type of fee will be determined from time to time in accordance with Section 23.2 of this Bylaw.

TABLE 1 of SCHEDULE A SEASONAL SITE FEES		
No.	Fee Type	Fee Sub-types
1.	Seasonal site	Regular View Waterfront
2.	Seasonal Site Deposit	Not Applicable
3.	Seasonal non-refundable prepayment	Not Applicable
4.	Seasonal wait list	Not Applicable
5.	Seasonal Infrastructure Fee	Not Applicable
6.	Seasonal Daily Late Payment Fee (7 Day Maximum)	First Monday in February Second Monday in March September 15
7.	Seasonal Site Extension Fee	Not Applicable
8.	Annual on site refrigerator fee	Up to 5.0 cu ft Over 5.0 cu ft
9.	Extra seasonal parking spot and/or boat storage	Not Applicable
10.	Extra Seasonal Vehicle Pass (max 2)	Not Applicable
11.	Late night entry key card deposit	Not Applicable
12.	Late night entry key card fee for lost, stolen or damaged cards	Not Applicable
13.	Pet licence fee	Not Applicable
14.	Cost of rectifying non-approved site alterations	Not Applicable
15.	Cost of removal of unauthorized items disposed of	Not Applicable
16.	Cost of removal of unsecured items left after departure	Not Applicable
17.	Cost of replacement tree due to willful damage	Not Applicable
18.	Cost of seasonal site clean-up	Not Applicable

TABLE 2 of SCHEDULE A OVERNIGHT SITE FEES		
No.	Fee Type	Fee Sub-types
1.	Full hookup – daily	Sunday through Thursday - low Season Friday and Saturday – low Season

		Long weekend – low Season
		Sunday through Thursday – high Season
		Friday and Saturday – high Season
		Long weekend – high Season
2.	Full hookup – Monthly	Low Season - April, May, June, and September
3.	Tenting – regular – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
4.	Tenting – view – daily	Sunday through Thursday - low Season Friday and Saturday – low season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
5.	Tenting – waterfront – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
6.	Tenting – preferred beachfront sites A, B, C and D – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
7.	Tenting – double site – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
8.	Group site overnight	Low Season High Season
9.	Group site day use	Low Season High Season

**TABLE 3 of SCHEDULE A
ADDITIONAL FEES**

No.	Fee Type	Fee Sub-types
1.	Reservation fee	Not Applicable
2.	Administration fee	Not Applicable
3.	Booking Transfer Fee	Not Applicable
4.	Telephone Reservation Fee	Not Applicable
5.	Online Booking Fee	Not Applicable
6.	Cancellation Fee	If cancelled more than 14 days prior to arrival If cancelled within 14 days of arrival
7.	WIFI fee	1 Day Pass 2 Day Pass 3 Day Pass 7 Day Pass Seasonal Pass
8.	Extra Adult, Nightly (no Vehicle)	Not Applicable
9.	Extra Overnight Vehicle, Nightly	Not Applicable
10.	Pet with Overnight Camper, Nightly Per Pet	Not Applicable
11.	Day Visitor, Daily Per Vehicle	Not Applicable
12.	Picnic fee	Low Season
13.	Sani-dump non-camper	Not Applicable
14.	Boat charge	Seasonal Camper Overnight camper Visitor
15.	Buoy rental	Weekly Daily
16.	Buoy Cancellation Fee, Daily	Not Applicable



Cultus Lake Park

SUNNYSIDE CAMPGROUND BYLAW

Bylaw No. ~~1205, 2021~~

1222, 2023

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 and all amendments.”

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

~~1.~~ 1 TITLE

This Bylaw may be cited as “Cultus Lake Park Sunnyside Campground Bylaw No. ~~1205, 2021~~1222, 2023.”

~~2.~~ 2 INTERPRETATION

~~2.1~~ 2.1 Words or phrases defined in the *Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

~~2.2~~ 2.2 DEFINITIONS OF TERMS

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

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

~~“Boulevard” means:~~

- ~~(a) On a street with curbs, the portion of the street between the outside curb and the adjoining property line;~~
- ~~(b) on a street without curbs, the portion of the street between the edge of the roadway/highway and the adjoining property line; or~~
- ~~(c) on a street where traffic is separated by a median, it includes the median.~~

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

“**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 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.

“**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 Manager of Sunnyside Campground and Accommodations.

“**Extra Seasonal Vehicle Pass**” means the additional adhesive seasonal Vehicle permit provided by Sunnyside Campground, for a fee, to be affixed for the duration of the season to a specific Vehicle as registered with the Campground.

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

“**Gazebo**” means a free-standing structure open on all sides.

“**Guest**” means any Person staying overnight with an Overnight Camper or a Seasonal Camper.

“**Highway**” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

~~“**Human Transporter**” means any battery powered or motorized equipment such as a segway.~~

“**Low-powered Vehicle**” means a Vehicle that is powered by an electric motor and produces no emissions, including, but not limited to electric bikes, mopeds, scooters,

and segways.

“Monthly Camper” means a Person occupying a campsite for more than 29 (twenty-nine) days.

“Motor Vehicle” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“Nuisance” means one or more acts by a Person that, individually or in the aggregate over a period of time, does any one of the following or a combination thereof:

~~(a)~~

(a) Harms or threatens to harm the life, health, property or comfort of any Person at the Campground;

~~(b)~~

(b) obstructs any Person at the Campground in their exercise or enjoyment of the Campground;

~~(c)~~ harasses any other Person at the Campground, including but not limited to any Park Staff;

~~(d)~~

(d) uses offensive, belligerent, aggressive or derogatory language or behavior towards any Person at the Campground, including but not limited towards any Park Staff; and

~~(e)~~

(e) directly or indirectly uses a disproportionate amount of Park resources (including Park Staff time) relative to other Persons at the Campground.

“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.

“Overnight Camper” means any Person the reservation information states the site is registered to on a nightly basis.

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

“Person” has the same meaning as in the *Interpretation Act* (British Columbia) and for the purpose of this Bylaw may include Seasonal Camper, Overnight Camper, Guest, or Visitor.

“Public Area” means any Highway, driveway, parking lot, beach, ~~wharf~~Wharf, school ground, or playground in The Park, or such other premises as the Board may from time to time designate.

“Recreational Vehicle” means any Vehicle designed or used primarily for accommodation during travel or recreation, including but not limited to a “motor home” as defined in the *Motor Vehicle Act* (British Columbia).

“Seasonal Camper” means any Person the reservation information states the site is registered to on a seasonal basis.

“Season” means the seasonal camping ~~season~~Season and will be from the second Sunday in April until the 30th of September of each calendar year.

“Seasonal Vehicle Pass” means the adhesive seasonal Vehicle permit provided by Sunnyside Campground, to be affixed for the duration of the Season to a specific Vehicle as registered with the Campground.

“**Smoker UnitsUnit**” 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.

“**Trailer**” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“**Unmanned Aerial Vehicle**” means 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 and is commonly known as a UAV or drone.

“**Unlicensed Vehicle**” means a Vehicle including, but not limited to, pocket bikes, minibikes, motorized scooters, dirt bikes, all-terrain Vehicles, and golf carts.

“**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) ~~(a)~~ The storage, location or accumulation visible to a Person standing on a public ~~highway~~Highway or on nearby property, or in a building or structure situated on a public ~~highway~~Highway or nearby property, of filth, rubbish, graffiti or any other discarded materials;

(b) ~~(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~~Highway or from nearby property, or from a building or structure situated on a public ~~highway~~Highway or nearby property;

(c) ~~(c)~~ landscaping or vegetation that is dead or characterized by uncontrolled growth or lack of maintenance, or is damaged;

(d) ~~(d)~~ any other similar conditions of disrepair, dilapidation, or deterioration; and/or

(e) ~~(e)~~ any unlicensed or unregistered Vehicles in a state of disrepair or disassembly.

“**Vehicle**” has the same meaning as in the *Motor Vehicle Act* (British Columbia).

“**Visitor**” means any Person visiting an Overnight Camper or Seasonal Camper or a Person in any ~~public area~~Public Area within the Park.

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

2.3 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 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 3 RULES AND REGULATIONS

All Overnight Campers, Seasonal Campers, Guests, and Visitors in Sunnyside Campground are subject to the provisions as outlined in this Bylaw, the Sunnyside Campground

4 4 NOISE REGULATION

4.14.1 Exemptions

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, Ambulance and Park Staff Vehicles while in the execution of their duties;
- (b) operating any Vehicle, machinery or other apparatus or thing during an emergency or in furtherance of the public interest including, without limiting the generality of the foregoing, water main and sewer main break repairs; or
- (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.

4.24.2 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 Overnight Camper, Seasonal Camper, Guest, or Visitor will make, cause or permit the registered campsite to be used so that noise or sound which occurs on or emanates 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) 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 and no Person will make unnecessary or continuous noise during these quiet hours.
- (d) No Person will possess or discharge fireworks within the Campground without written permission from the CAO.

(e) No Person will conduct any commercial services or activities in the Campground including, but not limited to:

i. Selling, bartering, or displaying any goods or services;

ii. conducting any business or commercial activity or encouraging any person to use the Campground for any activity related to a business or commercial enterprise, whether the business or commercial aspect of the activity is carried out within the Campground; or

iii. posting or affixing any notice, advertisement, or sign, of any kind.

4.34.3 Public Address Systems

No Person will possess or operate a public address and/or sound system in the Campground without written permission from the Manager of Sunnyside Campground and Accommodations or Designate.

4.44.4 Motor Vehicle Noise

~~(a)~~ The following noises are considered unnecessary, objectionable, or liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of Overnight Campers, Seasonal Campers, Guests, and Visitors and while operating a Motor Vehicle, no Person will:

~~i.(a)~~ Squeal a tire on a road or ~~highway~~ Highway surface;

~~ii.(b)~~ emit a loud, roaring or explosive sound;

~~iii.(c)~~ allow amplified sound of a radio, CD-player, or other sound playback device or amplification equipment, or the sound of a musical instrument, that emanates and can be easily heard by someone outside the Motor Vehicle;

iv.—

~~(d)~~ allow 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; or

~~v.(e)~~ allow the sound of a horn or other warning device to be used for any purpose other than as an audible warning incidental to the safe operation of the Motor Vehicle.

4.54.5 Motor Vehicles Idling and Air Quality

~~(a)~~ While operating a Motor Vehicle, no Person will idle or otherwise run continuously for more than three (3) minutes at the same location, except:

~~i.(a)~~ A Vehicle containing equipment that must be operated inside or in association with a Vehicle; or

~~ii.(b)~~ 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.

4.64.6 Specific Prohibitions

-Without limiting the generality of Subsection 4.2 no Person will:

(a) 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 in the neighborhood or vicinity of those premises or place;

(b) allow or permit any campsite to be used by a Person 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 in the neighborhood or vicinity of said campsite;

- (c) will own, keep, or harbor any animal which by its barking, cries or sounds unduly disturbs the peace, quiet, rest or tranquility of the surrounding neighborhood or of Person in the vicinity;
- (d) 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, except for Campground and Park Staff; or
- (e) create a ~~nuisance~~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 Person.

5 5 GATE CLOSURE AND VISITOR DEPARTURE

~~5.1~~5.1 No Seasonal Campers will share or lend their swipe card to any other Person.

~~5.2~~5.2 No Day Visitors will ~~be required to leave~~remain in the Campground ~~by~~after 11:00 pm ~~every~~day.

~~5.3~~ 5.3 No Overnight Guests will ~~be required to leave~~remain in the Campground ~~by~~after 11:00 am on the ~~date~~ of Guest pass expiry.

6 6 OVERNIGHT CAMPERS, GUESTS, AND VISITORS

~~6.1~~6.1 Overnight adult occupancy will not exceed four (4) Persons per campsite.

~~6.2~~6.2 Site Usage:

~~(a)~~ (a) No Overnight Camper will have more than one (1) Recreational Vehicle unit plus one (1) tent or;

~~(b)~~ (b) Two (2) tents, if no Recreational Vehicle unit is on site.

~~6.3~~ 6.3 No Person will enter a campsite, prior to the set check-in time of 1:00 pm, without permission from the Manager of Sunnyside Campground and Accommodations or ~~delegate~~Designate.

~~6.4~~ 6.4 No Person will occupy or remain on ~~site~~a campsite beyond the set check out time of 11:00 am, unless they have prior permission from the Manager of Sunnyside Campground and Accommodations or ~~delegate~~Designate. Violators will be subject to fines and/or towed.

~~6.5~~ 6.5 No Person will cause a Nuisance anywhere in the Campground. Violators will be subject to fines and/or eviction. Overnight Campers who are ongoing or repeat violators will in all cases be subject to eviction pursuant to Section 21 of this Bylaw.

~~6.6~~ **6.6** The Manager of Sunnyside Campground and Accommodations or ~~delegate~~Designate may refuse admittance to any Person.

~~6.7~~ **6.7** No Person will have or cause belligerent behavior anywhere in the Campground.
Violators will be subject to fines and/or eviction.

~~6.7~~ **6.8** No Person will have or cause disrespectful behavior anywhere in the Campground. Violators will be subject to fines and/or eviction.

7 7 PUBLIC AREAS

~~7.1~~ **7.1** No Person will operate an Unmanned Aerial Vehicle (commonly known as a drone) within the Campground.

~~7.2~~ **7.2** No Person under the age of 18 years will be off their site after 11:00 pm unless accompanied by an adult. Fines will be applied per attendance and may result in eviction.

~~7.3~~ All Playgrounds close at dusk.

~~7.3~~ **7.3** No person will enter the playgrounds after dusk.

~~7.4~~ ~~7.4~~ **7.4** No Person will smoke ~~within~~in the ~~Park~~Campground, except for ~~in the exempted areas.~~within a registered campsite.

8 8 VEHICLES & TRAILERS

~~8.1~~ **8.1** Day Visitor Vehicles: There is a limit of two (2) day Visitor Vehicles per site. Additional fees will apply.

~~8.2~~ **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~~ ~~8.3~~ **8.3** No Person will park on Beach Drive ~~Boulevard~~, unless as designated otherwise by Park signage.

~~8.4~~ ~~8.4~~ **8.4** No Person will contravene the *Motor Vehicle Act* ~~Act~~ (British Columbia).

~~8.5~~ **8.5** Motorcycles are considered Vehicles for the purposes of the compliance and enforcement of this Bylaw and are required to be registered prior to entry to the Campground.

~~8.6~~ ~~8.6~~ **8.6** No Person operating a Motor Vehicle or Vehicle will exceed the posted speed limit.

~~8.7~~ **8.7** No Person ~~will operate an unlicensed Vehicle or low~~ operating a Low-powered Vehicle in the Campground ~~which include but are not limited to electric bikes, mopeds and scooters, pocket bikes, minibikes, children-sized ride-on Vehicles, Human Transporters, motorized scooters and skateboard, dirt bikes, all-terrain Vehicles, and golf carts~~will exceed the posted speed limit.

~~8.7~~ 8.8 No Person will operate an Unlicensed Vehicle in the Campground, without prior written permission ~~offrom~~ the Manager of Sunnyside Campground and Accommodations or Designate.

~~8.8~~ 8.9 No ~~person~~Person will park a Motor Vehicle or Vehicle in such a way as to impede the flow of traffic on any Highway, road, or laneway.

~~8.9~~ 8.10 No Person will operate a Motor Vehicle or Vehicle within Sunnyside Campground that is not registered at the Sunnyside Gatehouse.

8.11 No Person, other than the registered occupant, will park in any parking stall designated a reserved parking area. Violators will be subject to fines and/or towed.

8.12 No Person will park in a parking stall designated for a Vehicle and Trailer on Beach Drive unless:

(a) the Vehicle is attached to an empty boat Trailer; and

(b) the purpose for parking was for boat launch usage.

9 9 LIQUOR

No Person will consume liquor and/or alcoholic beverages or have open liquor and/or alcoholic beverages in their possession within all Public Areas, beaches, Campground Buildings, playgrounds, roadways, Highways, or green spaces. Fines will be levied per attendance.

10 AGE RESTRICTION

~~10~~

No Person under the age of 21 will be permitted to occupy any campsite unless accompanied by the Overnight Camper or Seasonal Camper, aged 21 years of age or older, who will remain responsible for all bylaw contraventions and Visitor and Guest actions on the site during the entirety of stay.

~~11~~ 11 PETS

~~11.1~~ 11.1 No Person will allow pet(s) to be unsecured or off leash.

~~11.2~~ 11.2 No Person will leave pet(s) unattended.

~~11.3~~ 11.3 No Person will allow pet(s) to repeatedly disturb the quiet enjoyment of Campers and 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~~ 11.4 No ~~Person~~Overnight Camper, Visitor or Guest will have pet(s) in the Campground without ID tags including Owner or custodial contact information attached to collars.

~~11.5~~ 11.5 No Seasonal Camper or Monthly Camper will have pet(s) in the Campground without Campground issued ID tags ~~that include the registered campsite number(s)-attached to collars.~~

~~11.6~~ 11.6 No Person will allow pet(s) on the beaches, on the wharves, in the water, (except for in the dog swim areas) or in the playground areas.

~~11.7~~ 11.7 No Person will leave pet feces anywhere in the Campground other than a garbage receptacle.

~~11.8~~ 11.8 No Person will own, keep, or harbor any Dangerous Animal, snakes, lizards, or crocodilians within the Campground.

~~12~~ 12 PLANTS AND TREES

~~12.1~~ No Person will:

(a) Cut, trim or damage plants and/or trees, including fallen trees;

(b) use nails, screws or any material which could damage a tree;

(c) plant any tree, plant or flower in the ground within the Campground, excluding planter boxes and raised garden beds that had been approved by the Park in 2010. Replacement of these previously approved planter boxes and raised garden beds are not allowed without written permission from the Manager of Sunnyside Campground and Accommodations or Designate; or

(d) place or store any planter or planting pots outside of the property pins of their seasonal camping site.

~~12.2 Violations will result in fines and may result in eviction.~~

~~13~~ 13 ELECTRICITY

~~13.1~~ 13.1 No Person will maintain lit lighting during daylight hours or when retiring for the night.

~~13.2~~ 13.2 No Person will operate, or cause to allow to be operated, an air conditioner on a site not occupied for twelve (12) hours or more.

~~13.3~~ 13.3 No Person will ~~possess~~operate more than one string of Energy Efficient exterior lights, 15m/50' in length.

~~13.4~~ 13.4 No Person will leave lights on overnight and/or when the site is not occupied.

~~13.5~~ 13.5 No Person will have more than one Energy Efficient 5.0 cubic feet exterior refrigerator, per seasonal site, ~~the refrigerator must be child-proofed with an appropriate locking device, it must display an Energy Guide rating sticker and Seasonal Campers must pay for a decal at time of registration which must be clearly displayed on the outside of the refrigerator and the refrigerator must;~~

(a) be child-proofed with an appropriate locking device;

(b) be paid at time of registration; and

(c) must have the Campground issued decal clearly displayed on the outside of the refrigerator.

~~13.6~~ **13.6** No Person will ~~possess~~operate freezers, electric ranges, and/or generators.

~~13.7 Each seasonal site has been provided a single 30A 115VAC receptacle. This receptacle and the electrical infrastructure are the sole property of Cultus Lake Park.~~
13.7 No Person will open, alter, modify, or tamper with ~~the~~any electrical receptacle or electrical infrastructure within the Campground.

13.8 **13.8** No Person will perform any electrical work within the ~~Park,~~
~~besides~~Campground, except Cultus Lake Park Staff, without written permission from the CAO.

13.9 **13.9** No Person will gain or block access to any electrical equipment, panels, enclosures, outlet boxes, ~~et~~within the Campground.

~~13.10~~ **13.10** No Person will use a splitter, break out / tap boxes to provide additional electrical usage points. The provided outlet is intended to feed the occupants RV directly.

~~Only~~**13.11** No Person will connect, use, or power devices and equipment that are not CSA, or a recognized equivalent, ~~devices and equipment will be permitted to be connected, powered, or used within the Park. RV's that have undergone non factory alterations~~Campground.

~~13.14~~ **13.12** No Person will ~~be required to show proof of inspection and recertification.~~
~~connect, charge or power an electric Vehicle within the Campground.~~

13.13 No Person will operate a hot tub, an inflatable hot tub, portable hot tub, or a sauna within the Campground.

14 **14** GARBAGE, RECYCLING AND DISPOSAL OF PROPANE BOTTLES

No Person will:

~~(a)~~ **(a)** 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, except for Campground Staff;

~~(b)~~

(b) solicit any recycling material from any other Person in the Campground; or

~~(c)~~ **(c)** leave behind following departure any propane bottles (white and green) upon departure from the Campground. It is prohibited to, deposit, or discard any propane bottles (white or green) anywhere in the Campground, including trash bins.

15 **15** SITE CONDITION

~~15~~

No Overnight Camper or Seasonal Camper will allow their site to become Unsightly in the

opinion of the Manager of Sunnyside Campground and Accommodations or Designate.

16 16 CAMPFIRE AND FIRE BANS

16.1 16.1 No Person will light or maintain an open burning wood fire in the Campground except on registered sites and are subject to the following conditions, and must:

- (a) Be in a container, apparatus or physical construct that can control the spread of the fire, such as the fire rings provided by the Campground;
- (b) –not be left unattended, and an adult must be always present;
- (c) be a safe distance from any tree, building, Vehicle and combustible structure —or any type of material that may be subject to combustion;
- (d) –have flames lower than six (6) inches in height;
- (e) ~~–the only material permitted to be burned in fire pits, is~~ untreated wood; and

(f) not be outside of the permitted daily times of; 7:00 am to 1:00 pm and from ~~–5:00~~ pm to 11:00 pm. ~~Propane~~

~~(f)~~ 16.2 No Person will light or maintain a propane campfire ~~pits~~outside of the permitted, up daily times of 7:00 am to 11:00 pm.

16.3 No Person will light or maintain an open burning wood fire in the Campground during a fire ban.

16.2 16.4 No Person will use a Smoker Unit within the Campground.

16.3 16.5 No Person will use a propane, natural gas, Charcoal/Coal heater unit or a Barbeque on the wharves or the beach.

16.4 16.6 No Person will use charcoal, coal, or briquettes within the Public Areas of the Campground.

~~16.5 In the event of a Fire Ban all fire ban regulations must be strictly adhered to. Please refer to the current Cultus Lake Park Burning Conditions, Restrictions and Fire Ban Bylaw and all amendments pertaining to fire bans within Cultus Lake Park.~~

17 17 SEASONAL OCCUPANCY

17.1 17.1 No Seasonal Camper will sublet, assign, or allow others to use their seasonal site and will be subject to fines and/or eviction.

17.2 17.2 **Site Usage**

- (a) No Person will have more than one (1) Recreational Vehicle unit plus one (1) tent for immediate family and as the seasonal site size permits in consideration of section 17.3 (b) of this Bylaw, below; or

- (b) Two (2) tents for immediate family only if no Recreational Vehicle unit is on site.

17.3 Vehicle Passes

- (a) Two (2) Seasonal Vehicle 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 place on site.

- ~~(b)~~ A maximum of two (2) Extra Seasonal Vehicle 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. Each Seasonal Vehicle Pass includes one (1) adult and children. Additional adults must register at the gatehouse and pay applicable fees for overnight visiting.

~~(b)~~

- (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 at the discretion of the Manager of Sunnyside Campground and Accommodations.
- (e) 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.
- (f) 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~~ midnight on October 1. 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 deposits are outlined in Schedule A of this Bylaw.

18 SITE SET-UP AND ALTERATIONS

- ~~18.1~~ **18.1** No Person will set-up or alter a site without prior written approval from the Manager of Sunnyside Campground and Accommodations or ~~designate~~ Designate and approvals must meet all bylaw requirements and expire at the end of each Season.

- ~~18.2~~ **18.2** No Person will allow any site alterations outside the scope of the written approval and an onsite inspection by the Bylaw Compliance and Enforcement Officer and/or Park Staff may be required.

- ~~18.3~~ **18.3** No Person will allow a ~~Recreation~~ Recreational Vehicle to be located on a seasonal site within two (2) feet of the roadway.

- 18.4** No Person will cause, build, or permit anything on a seasonal site within two (2) feet of the roadway.

18.4 18.5 No Person will cause, build or permit a deck on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the deck must;

(a) -remain within the site boundaries;

(b) -be setback two (2) feet from the roadway;

(b)(c) be removed at the end of each Season; and

(e)(d) -not be poured concrete and/or other permanent deck structures. Seasonal ~~Campers~~Camper's decks that have been grandfathered in 2010 are deemed unsafe, by Park Staff, they will be removed, and the site will be brought back to its natural state.

18.5 18.6 No Person will cause, build or permit a shed on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the shed must:

(a) Not exceed 4 feet wide x 8 feet long x 7 feet high;

(b) ~~be located~~remain within the site boundaries;

(c) be setback two (2) feet from the roadway;

(e)(d) have a finished exterior; and

(d)(e) be used ~~for the~~ solely for storage.

18.6 18.7 No Person will store a utility trailer without written approval from the Manager of Sunnyside Campground and Accommodations or Designate and the utility trailer must:

(a) Not exceed 14 feet long;

(b) ~~be located~~remain within the site boundaries; and

(c) be set back two (2) feet from the roadway.

18.7 18.8 No Person will hang, set, or make use of a tarp unless such tarp is:

(a) (a) Used as roof covering;

(b) (b) secured in a manner that will not harm or damage a tree; and

(e)

(c) on a seasonal site, ~~any~~any color other than orange.

18.8 18.9 No Person will cause, build, or permit a fence on site without written approval from the Manager of Sunnyside Campground and Accommodations or Designate must abide by the following:

(a) -Not be a height greater than four (4) feet;

~~(b) –not be outside of the campsite property lines;~~

~~(b) –remain within the site boundaries;~~

(c) be setback two (2) feet from the roadway;

(d) –not be a picket fences with pointed tops; and

(e) –allow Persons from outside the campsite to be able to clearly see into the campsite without an obstructed view;

(f) fencing contiguous to Campground washrooms may be solid and 6 feet –tall; and

(g) –no solid fencing is permitted; and

(+)

i. must be a non-permanent and removable wooden, wire, plastic or ~~Plexiglas~~Plexiglass barrier that is one type with a width of less than six (6) inches and a height of no greater than four (4) feet.

~~18.9~~ **18.10** No Person will cause or permit a portable carport, Gazebo, or metal structures to be unsecured and/or unanchored to the ground.

~~18.10~~ **18.11** No Person will bring landscape or construction materials into the Campground without an approved Site Set-up / Alteration form signed by the Manager of Sunnyside Campground and Accommodations or Designate.

~~18.11~~ **18.12** No Person will have more than the one (1) picnic table per site that is supplied by the Campground.

~~18.12~~ **18.13** No Person will damage or alter in any way (including painting) the provided picnic table and any coverings protecting or attached to the table must be removed upon departure.

~~18.13~~ **18.14** No Person will add any structure to or beside any Recreational Vehicle, travel Trailer or camper other than a deck.

~~18.14~~ **18.15** No Person will add or build an accessory building or structure within the Campground unless approved by the Manager of Sunnyside Campground and Accommodations or Designate.

~~18.15~~ **18.16** No Person will interfere with the operations of the Campground, including but not limited to, tampering with electrical, water, sewer, or site boundary lines.

19 19 SATELLITE DISH/ANTENNAE

~~19.1~~ No Person will install a Satellite dish within the perimeter of seasonal sites, without

prior written permission from the Manager of Sunnyside Campground and Accommodations or Designate and such installation must not:

- (a) Extend beyond the seasonal site boundaries;
- (b) be attached to utility poles or the Campground structures;
- (c) have wiring cross over or under any roadway or pathway;
- (d) be attached to trees in such a way to harm the tree in any manner; and
- (e) remain in the Campground beyond October 15, annually.

20 ~~20~~ DEPARTURE PROCEDURES

~~20.1~~ **20.1** No Person will depart any campsite prior to:

- (a) Cleaning the site;
- (b) cleaning the fire pit;
- (c) removing all ropes and other tying devices attached to trees; and
- ~~(d) (e)~~ removing all building materials, furniture, appliances, cement blocks, bricks, and any other large items.

~~20.2~~ **20.2** No Person will leave any large items at or within the Campground waste removal bins.

~~20.3~~ ~~A clean-up fee~~**20.3** ~~No person will be applied to Seasonal Campers whose site is not cleaned upon departure. The clean-up fee will be added as occupy a site charge levied in the following year to the returning Seasonal Camper.~~

~~20.4~~ ~~Departure time for seasonal camping is no~~**20.4** ~~campsite~~ later than 12:00 ~~noon~~midnight on ~~September 30~~October 1.

~~20.5~~ ~~Departure time for day use camping sites is no~~**20.4** ~~No person will occupy a campsite~~ later than 11:00 am on the date of check out.

~~20.6~~ ~~Failure to comply with these procedures may jeopardize future site occupancy.~~

21. EVICTIONS

~~21.1~~ **21.1** In the event an Overnight Camper or Seasonal Camper fails to abide by any section of this Bylaw, the Camper may (without any prior notice or warning) be subject to any of the following measures:

- (a) In the case of a Seasonal Camper: eviction from the Campground and given forty-eight (48) hours' notice to remove all of their personal property. For a Seasonal Camper who is evicted, any refund for eviction 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 Camper prior to calculating the refund.

- (b) In the case of an Overnight Camper: immediate eviction from the Campground and immediate removal of all their personal property.

~~21.2~~ **21.2** Evictions pursuant to Section 21.1 of this Bylaw will be made at the sole discretion of the Manager of Sunnyside Campground and Accommodations, after consultation with the CAO.

~~21.3~~ **21.3** A Seasonal Camper or Overnight Camper who has been evicted pursuant to Section 21.1 of this Bylaw will not, in any circumstance, be permitted back to the Campground for two (2) years after eviction and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground and Accommodations. If the Manager of Sunnyside Campground and Accommodations grants approval for an evicted Overnight Camper or Seasonal Camper to return to the Campground, the evicted Overnight Camper, or Seasonal Camper, as applicable, will be placed on a wait list.

~~21.4~~ **21.4** With respect to any eviction pursuant to this Section 21, the Person who are evicted are not entitled to any refunds, damages, or reimbursement for any costs or expenses whatsoever, known, or unknown, arising directly or indirectly from the eviction, provided that a Seasonal Camper is entitled to any refund set out in Section 21.1(a) of this Bylaw.

~~22~~ **22** SEASONAL NON-RENEWAL

~~22.1~~ **22.1** Annually, registered Seasonal Camper's site files will be reviewed and may be subject to non-renewal of the seasonal site if one (1) or more of the following criteria is applicable:

~~(e)(a)~~ Multiple warnings and notice on several occasions during the past Season or previous ~~seasons~~Seasons relating to:

- i. ~~Belligerent~~belligerent/disrespectful behavior;
- ii. ~~Documentation~~documentation of reoccurring issues of prohibitive behavior over one (1) or more ~~seasons~~Seasons;
- iii. ~~Written~~written or verbal warning by Bylaw Compliance and Enforcement Officer throughout the Season relating to noise, which are documented in shift patrol logs;
- iv. ~~Other~~other Bylaw infractions;

~~(d)(b)~~ Occurrences~~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 ~~);~~);

~~(e)(c)~~ Causing~~causing~~ a Nuisance during the past Season or any previous Seasons;

~~(f)(d)~~ Abusive~~abusive~~/disrespectful or threatening behavior or language towards Campground Staff; or

~~(g)(e)~~ Nonpayment~~nonpayment~~ of Campground fees, by the applicable deadline.

~~22.2~~ 22.2 Notice of non-renewal may be given at any time.

~~22.3~~ 22.3 Occupants of sites that are subject to non-renewal will not be permitted back to the Campground for two (2) years and, after two (2) years, only with the prior written approval of the Manager of Sunnyside Campground and Accommodations and the CAO.

~~23~~ 23 FEES AND FINES

23.1 All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.

23.2 The amounts of all fees listed in Schedule A of this Bylaw are determined and set from time to time as ~~follow:~~follows:

(a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of the Act to determine and publish, on an annual basis, the amount of each fee;

(b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in the Cultus Lake Park Office stating the amount of each fee, and such Fee Notice will remain published in the Cultus Lake Park Office until such fee amounts are no longer in effect;

(c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;

(d) in determining any fee amounts pursuant to this Section 23.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:

~~(i)~~i. all costs to the Board of enforcing this Bylaw;

~~(ii)~~ii. all costs to the Board in managing and maintaining Sunnyside Campground, including administration, infrastructure and security;

~~(iii)~~iii. the most recently passed budget of the Board;

~~(iv)~~iv. the financial circumstances of the Board;

~~(v)~~v. the best interests of the Board; and

vi. the mandate of the Board;

~~(vi)~~

(e) the amount for each type of fee determined pursuant to Section 23.2 will not increase more than 20% year-over-year;

(f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to the Cultus Lake Park Office, but in the event of a conflict or inconsistency between the Fee Notice published in the Cultus Lake Park Office and any other notice, the Fee Notice published in the Cultus Lake Park Office will prevail and govern; and

(g) if no Fee Notice is published by the Chief Financial Officer by the deadline set out in Section 23.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

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

23.4 ~~23.4~~ All outstanding fees and fines must be paid in full before renewal or bookings are permitted.

24 SEVERABILITY

24

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.

25 REPEAL

Cultus Lake Park Sunnyside Campground Bylaw No. ~~44881205~~, 2021 and all amendments are repealed upon adoption.

26 EFFECTIVE DATE

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

___ READ A FIRST TIME THIS ~~15th~~ XX DAY OF ~~DECEMBER, 2021~~ XXX, 2023

___ READ A SECOND TIME THIS ~~15th~~ XX DAY OF ~~DECEMBER, 2021~~ XXX, 2023

___ READ A THIRD TIME THIS ~~15th~~ XX DAY OF ~~DECEMBER, 2021~~ XXX, 2023

ADOPTED ~~this 22ND day of DECEMBER, 2021~~ THIS XX DAY OF XXX, 2023

David Renwick

Kirk Dzaman, Chair
Cultus Lake Park Board

Joe Lamb
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true
and correct copy of Cultus Lake Park Sunnyside
Campground Bylaw No. ~~1205, 2021XXXX~~, 2023

A handwritten signature in blue ink, appearing to be "J. H.", is written over a horizontal red line.

Chief Administrative Officer

SCHEDULE A: FEES

All Sunnyside Campground Registered and/or Seasonal Campers are subject to the types of fees set out in Table 1, Table 2 and Table 3 below. The amount of each type of fee will be determined from time to time in accordance with Section 23.2 of this Bylaw.

**TABLE 1 of SCHEDULE A
SEASONAL SITE FEES**

No.	Fee Type	Fee Sub-types
1.	Seasonal site	Regular View Waterfront
2.	Seasonal Site Deposit	Not Applicable
3.	Seasonal non-refundable prepayment	Not Applicable
4.	Seasonal waitlist wait list	Not Applicable
5.	Seasonal Infrastructure Fee	Not Applicable
6.	Seasonal Daily Late Payment Fee (7 Day Maximum)	<u>First Monday in February</u> <u>Second Monday in March</u> <u>September 15</u> Not Applicable
7.	Seasonal Site Extension Fee	<u>Not Applicable</u>
8.	Annual on site refrigerator fee	Up to 5.0 cu ft Over 5.0 cu ft
9.	Extra seasonal parking spot and/or boat storage	Not Applicable
10.	Extra Seasonal Vehicle Pass (max 2)	Not Applicable
11.	Late night entry key card deposit	Not Applicable
12.	Late night entry key card fee for lost, stolen or damaged cards	Not Applicable
<u>13.</u>	<u>Pet licence fee</u>	<u>Not Applicable</u>
13 <u>14.</u>	Cost of rectifying non-approved site alterations	Not Applicable
14 <u>15.</u>	Cost of removal of unauthorized items disposed of	Not Applicable
15 <u>16.</u>	Cost of removal of unsecured items left after departure	Not Applicable
16 <u>17.</u>	Cost of replacement tree due to willful damage	Not Applicable
17 <u>18.</u>	Cost of seasonal site clean-up	Not Applicable

**TABLE 2 of SCHEDULE A
OVERNIGHT SITE FEES**

No.	Fee Type	Fee Sub-types
1.	Full hookup – daily	Sunday through Thursday - low Season Friday and Saturday – low Season

		Long weekend – low Season
		Sunday through Thursday – high Season
		Friday and Saturday – high Season Long weekend – high Season
2.	Full hookup – Monthly	Low Season - April, May, June, and September
3.	Tenting – regular – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
4.	Tenting – view – daily	Sunday through Thursday - low Season Friday and Saturday – low season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
5.	Tenting – waterfront – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
6.	Tenting – preferred beachfront sites A, B, C and D – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
7.	Tenting – double site – daily	Sunday through Thursday - low Season Friday and Saturday – low Season Long weekend – low Season Sunday through Thursday – high Season Friday and Saturday – high Season Long weekend – high Season
8.	Group site overnight	Low Season High Season
9.	Group site day use	Low Season High Season

**TABLE 3 of SCHEDULE A
ADDITIONAL FEES**

No.	Fee Type	Fee Sub-types
1.	Reservation fee	Not Applicable
2.	Administration fee	Not Applicable
3.	Booking Transfer Fee	Not Applicable
34.	Telephone reservation fee <u>Reservation Fee</u>	Not Applicable
45.	Online Booking Fee	Not Applicable
56.	Cancellation fee <u>Fee</u>	If cancelled more than 7 <u>14</u> days prior to arrival If cancelled within 7 <u>14</u> days of arrival
67.	WIFI fee	1 Day Pass 2 Day Pass 3 Day Pass 7 Day Pass Seasonal Pass
78.	Extra Adult, Nightly (no Vehicle)	Not Applicable
89.	Extra Overnight Vehicle, Nightly	Not Applicable
910.	Pet with Overnight Camper, Nightly Per Pet	Not Applicable
1011.	Day Visitor, Daily Per Vehicle	Not Applicable
1112.	Picnic fee	Low Season
1213.	Sani-dump non-camper	Not Applicable
1314.	Boat charge	Seasonal camper <u>Camper</u> Overnight camper Visitor
1415.	Buoy rental	Weekly Daily
1516.	Buoy Cancellation Fee, Daily	Not Applicable



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 3900

SUBMITTED BY: Rachel Litchfield,
Manager of Corporate Services / Corporate Officer

SUBJECT: The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw No. 1223, 2023

PURPOSE:

To present to the Board the proposed The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw No. 1223, 2023.

RECOMMENDATION:

***THAT** the Cultus Lake Park Board give First, Second, and Third Readings of the Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1208, 2022, Amendment Bylaw. No. 1223, 2023.*

DISCUSSION:

Cultus Lake Park The Cabins at Cultus Lake Park Bylaw Schedule A: Fees required updates as new fees were deemed necessary. Notably the parameters around the cancellation fee were updated and a booking transfer fee and a barbeque cleaning fee were added.

Staff also used this opportunity to add contraventions that strengthen compliance and enforcement.

STRATEGIC PLAN:

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

Prepared by:

Rachel Litchfield
Manager of Corporate Services /
Corporate Officer

Approved for submission to the Board:

Joe Lamb
Chief Administrative Officer



Cultus Lake Park

THE CABINS AT CULTUS LAKE PARK BYLAW NO. 1208, 2022

Amendment Bylaw No. 1223, 2023

A Bylaw to amend The Cabins at Cultus Lake Park Bylaw No. 1208, 2022

The Board for Cultus Lake Park did enact a bylaw cited as “*The Cabins at Cultus Lake Park Bylaw No. 1208, 2022*”.

The Board for Cultus Lake Park deems it advisable to amend said bylaw;

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

1. TITLE

This Bylaw may be cited for all purposes as The Cabins at Cultus Lake Park Bylaw No. 1208, 2022 Amendment Bylaw No. 1223, 2023.

2. AMENDMENTS

The Cabins at Cultus Lake Park Bylaw No. 1208, 2022 is amended as follows:

2.1 Schedule A be removed and replaced with the revised and attached Schedule A.

2.2 Add to **TERMS OF OCCUPANCY**

8.6 No Person will operate an outdoor cooking apparatus inside a Cabin.

8.7 No Person will operate an outdoor heating apparatus inside a Cabin.

3. EFFECTIVE DATE

READ A FIRST TIME this XX day of XXXX, 2023

READ A SECOND TIME this XX day of XXXX, 2023

READ A THIRD TIME this XX day of XXXX, 2023

ADOPTED this XX day of XXXX, 2023

Kirk Dzaman, Chair
Cultus Lake Park Board

Joe Lamb
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true and correct copy of The Cabins at Cultus Lake Park Bylaw No. 1208, 2022 Amendment Bylaw No. 1223, 2023.

Chief Administrative Officer

Schedule A

No.	Fee Type	Fee Sub-types
1.	Arbutus Nightly Rate	High Season Low Season
2.	Arbutus Weekly Rate	High Season Low Season
3.	Birch Nightly Rate	High Season Low Season
4.	Birch Weekly Rate	High Season Low Season
5.	Cedar & Fir Nightly Rate	High Season Low Season
6.	Cedar & Fir Weekly Rate	High Season Low Season
7.	Dogwood & Elm Nightly Rate	High Season Low Season
8.	Dogwood & Elm Nightly Rate	High Season Low Season
9.	Forestview Nightly Rate	High Season Low Season
10.	Forestview Weekly Rate	High Season Low Season
11.	Lakeview Nightly Rate	High Season Low Season
12.	Lakeview Weekly Rate	High Season Low Season
13.	Twin Alders Nightly Rate	High Season Low Season
14.	Twin Alders Weekly Rate	High Season Low Season
15.	Administration Fee	Not Applicable
16.	Non-Refundable Reservation Fee	Not Applicable
17.	Key Replacement Fee	Not Applicable
18.	Barbecue Cleaning Fee	Not Applicable
19.	Booking Transfer Fee	Not Applicable
20.	Cabin damage or replacement of broken item(s)	Not Applicable
21.	Cost of cleaning and deodorizing a cabin due to smoking	Not Applicable
22.	Cost of replacement tree	Not Applicable
23.	Cancellation Fee	If cancelled more than 14 days prior to arrival If cancelled within 14 days of arrival



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 3900

SUBMITTED BY: Rachel Litchfield,
Manager of Corporate Services / Corporate Officer

SUBJECT: Bylaw Notice Enforcement Bylaw Amendment No. 1140, 2019, Amendment
Bylaw No. 1224, 2023

PURPOSE:

To present to the Board the proposed amendment to the current Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.

RECOMMENDATION:

THAT the Cultus Lake Park Board give First, Second, and Third Readings of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, Amendment Bylaw No. 1224, 2023.

DISCUSSION:

As a new Sunnyside Campground Bylaw and an amendment to the current The Cabins at Cultus Lake Park Bylaw were proposed, the corresponding contravention descriptions in the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, Schedule A - 11 and A - 12, have been updated and this amendment is required to ensure consistency and enforceability.

STRATEGIC PLAN:

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

Prepared by:

Rachel Litchfield
Manager of Corporate Services /
Corporate Officer

Approved for submission to the Board:

Joe Lamb
Chief Administrative Officer



Cultus Lake Park

BYLAW NOTICE ENFORCEMENT BYLAW NO. 1140, 2019

Amendment Bylaw No. 1224, 2023

A Bylaw to amend the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019

The Board for Cultus Lake Park did enact a bylaw cited as *"Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019."*

The Board for Cultus Lake Park deems it advisable to amend said bylaw;

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

1. TITLE

This Bylaw may be cited for all purposes as Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 Amendment Bylaw No. 1224, 2023.

2. AMENDMENTS

Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 is amended as follows:

- 2.1 Section 12 - SCHEDULES is amended by removing the following wording:
Schedule A-11 - Cultus Lake Park Sunnyside Campground Bylaw No. 1205, 2021.
- 2.2 Section 12 - SCHEDULES is amended by adding the following wording:
Schedule A-11 - Cultus Lake Park Sunnyside Campground Bylaw No. 1222, 2023.
- 2.3 Schedule A-11 - Cultus Lake Park Sunnyside Campground Bylaw No. 1205, 2021 be removed and replaced with the revised and attached Cultus Lake Park Sunnyside Campground Bylaw No. 1222, 2023.
- 2.4 Schedule A-12 - Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1208, 2022 be removed and replaced with the revised and attached Cultus Lake Park The Cabins at Cultus Lake Park Bylaw No. 1208, 2022.

3. EFFECTIVE DATE

READ A FIRST TIME this XX day of XXX, 202X

READ A SECOND TIME this XX day of XXX, 202X

READ A THIRD TIME this XX day of XXX, 202X

ADOPTED this XX day of XXX, 202X

Kirk Dzaman, Chair
Cultus Lake Park Board

Joe Lamb
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 Amendment
Bylaw No. 1224, 2023.

Chief Administrative Officer

Schedule A

No.	Fee Type	Fee Sub-types
1.	Arbutus Nightly Rate	High Season Low Season
2.	Arbutus Weekly Rate	High Season Low Season
3.	Birch Nightly Rate	High Season Low Season
4.	Birch Weekly Rate	High Season Low Season
5.	Cedar & Fir Nightly Rate	High Season Low Season
6.	Cedar & Fir Weekly Rate	High Season Low Season
7.	Dogwood & Elm Nightly Rate	High Season Low Season
8.	Dogwood & Elm Nightly Rate	High Season Low Season
9.	Forestview Nightly Rate	High Season Low Season
10.	Forestview Weekly Rate	High Season Low Season
11.	Lakeview Nightly Rate	High Season Low Season
12.	Lakeview Weekly Rate	High Season Low Season
13.	Twin Alders Nightly Rate	High Season Low Season
14.	Twin Alders Weekly Rate	High Season Low Season
15.	Administration Fee	Not Applicable
16.	Non-Refundable Reservation Fee	Not Applicable
17.	Key Replacement Fee	Not Applicable
18.	Barbecue Cleaning Fee	Not Applicable
19.	Booking Transfer Fee	Not Applicable
20.	Cabin damage or replacement of broken item(s)	Not Applicable
21.	Cost of cleaning and deodorizing a cabin due to smoking	Not Applicable
22.	Cost of replacement tree	Not Applicable
23.	Cancellation Fee	If cancelled more than 14 days prior to arrival If cancelled within 14 days of arrival



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 7200

SUBMITTED BY: Joe Lamb,
Chief Administrative Officer

SUBJECT: Appointment of Officer – Cultus Lake Fire Department

PURPOSE:

The purpose of the report is to provide the Board with information on the Cultus Lake Fire Departments Appointment of Officer.

RECOMMENDATION:

***THAT** the Cultus Lake Park Board receive the Appointment of Officer report for information; and*

***THAT** the Cultus Lake Park Board appoint Warren Mazuren as Fire Chief for the Cultus Lake Fire Department.*

DISCUSSION:

On January 5, 2023, members of the Cultus Lake Fire Department held their annual Officers Meeting. At this meeting members reviewed training requirements, establishment of charitable donations, grants applications, hall improvements, water/swim rescue programs and boat operations.

In addition, as per Cultus Lake Park Board Bylaw No. 2008-02 Fire Department Bylaw, which is a bylaw to provide for the establishment and operation of the Cultus Lake Volunteer Fire Department (attached). The bylaw states that the Fire Chief shall be appointed by Board resolution. The Administrator (CAO) shall forward the results from the yearly Fire Chief election, which shall take place at the first fire practice of January and shall be brought forward as a recommendation to the Board for its consideration.

The Deputy Chief shall be appointed by Board resolution. The Administrator (CAO) shall forward the results from the yearly Deputy Fire Chief election, which shall take place at the first fire practice of January and shall be brought forward as a recommendation to the Board for its consideration. The Fire Chief may assign to the Deputy Chief such duties as he/she may deem appropriate.

Members of the Department shall be appointed by the Fire Chief on the recommendation of the Deputy Chief in consultation with a selection committee established by the Deputy Chief for that purpose.

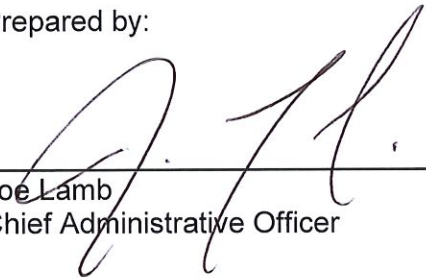
When required, the Fire Chief may appoint an officer of the Department as Acting Fire Chief for such periods as he/she considers necessary when the Fire Chief and the Deputy Fire Chief are absent and may assign to that officer such duties and responsibilities as the Fire Chief considers appropriate.

At this meeting, members voted in favor of appointing Warren Mazuren as Fire Chief. The vote was carried unanimously. Warren Mazuren has been voted and appointed as Fire Chief since 2010.

STRATEGIC PLAN:

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

Prepared by:



Joe Lamb
Chief Administrative Officer

Cultus Lake Park Board
Bylaw No. 2008-02
FIRE DEPARTMENT BYLAW

A bylaw to provide for the establishment and operation of the Cultus Lake Volunteer Fire Department

Whereas Section 12 of the Cultus Lake Park Act (1932 and Amendments) enables the Cultus Lake Park Board to make Bylaws;

Now, therefore, the Cultus Lake Park Board in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as Cultus Lake Park Bylaw 2008-02 Fire Department Bylaw.
2. In this Bylaw, unless the context otherwise requires:

ADMINISTRATOR means the person appointed by the Cultus Lake Park Board as the Chief Administrative Officer of the Cultus Lake Park Board;

APPARATUS means any vehicle provided with machinery, devices, or equipment and used or intended to be used by the Department for fire fighting or in response to any other incident, and includes a Department vehicle used to transport officers, members or equipment;

BOARD means the Cultus Lake Park Board;

DEPARTMENT means the Cultus Lake Volunteer Fire Department;

EQUIPMENT means all tools, contrivances, devices and materials used or intended to be used by the Department to combat an incident or other emergency;

FIRE CHIEF means the person appointed as head of the Cultus Lake Volunteer Fire Department;

FIRE PROTECTION means all aspects of fire safety including but not limited to fire prevention, fire fighting or suppression, pre-fire planning, fire investigation, public education and information, and training and other staff development;

INCIDENT means a fire, a situation where a fire or explosion is imminent, and any other emergency situation that may cause harm to persons or property and to which the Department has a responsibility to respond;

MEMBER means a person appointed to the Department other than the Fire Chief or an officer;

OFFICER means a person in the Department who has been appointed as a Deputy Chief, Assistant Chief/Training Officer, Captain or Lieutenant.

GENERAL PROVISIONS

3. The Fire Chief shall be appointed by Board resolution. The Administrator shall forward the results from the yearly Fire Chief election, which shall take place at the first fire practice of January, and shall be brought forward as a recommendation to the Board for its consideration.

4. The Deputy Chief shall be appointed by Board resolution. The Administrator shall forward the results from the yearly Deputy Fire Chief election, which shall take place at the first fire practice of January, and shall be brought forward as a recommendation to the Board for its consideration. The Fire Chief may assign to the Deputy Chief such duties as he/she may deem appropriate.

5. Members of the Department shall be appointed by the Fire Chief on the recommendation of the Deputy Chief in consultation with a selection committee established by the Deputy Chief for that purpose.

6. When required, the Fire Chief may appoint an officer of the Department as Acting Fire Chief for such periods as he/she considers necessary when the Fire Chief and the Deputy Fire Chief are absent, and may assign to that officer such duties and responsibilities as the Fire Chief considers appropriate.

7. Subject to the direction and control of the Board, the Fire Chief shall have complete responsibility for, and authority over, the Fire Department and report directly to the Administrator and in particular he shall be required to carry out all fire protection and assistance response activities as the Board directs, including but not limited to:

- a) fire suppression,
- b) fire prevention
- c) hazardous materials response,
- d) rescue,
- e) pre-fire planning
- f) disaster planning
- g) medical assistance, and
- h) response to other incidents.

8. The responsibility of the Fire Chief and the Department, and its officers and members, shall be restricted to the area and boundaries of the Cultus Lake Park Board, and the Department shall have no responsibility for, and shall not respond to, any fire or other incident outside the Cultus Lake Park Board jurisdiction except as specifically authorized:

- a) by a written contract or agreement to provide fire protection outside the Park;
- b) under a mutual aid agreement with one or more other jurisdictions;

9. Subject to Board policy, Provincial Acts and Regulations, Board Bylaws, and agreements entered into by the Board, the Fire Chief shall establish such rules, regulations, and procedures as are necessary for the proper and effective organization and administration of the department, including but not limited to:

- a) the use, care and protection of Department property, apparatus and equipment;
- b) the conduct and discipline of officers and members while engaged in the activities of the Department; and
- c) the efficient operation of the Department.

10. The Fire Chief, or in his absence the senior ranking officer or member present, shall have control, direction and management of all apparatus, equipment and personnel assigned to an incident.
11. The Fire Chief shall take responsibility for all fire protection matters, including enforcement of the Fire Services Act and regulations there under, and shall serve as a Local Assistant to the Fire Commissioner as provided in that Act.
12. Officers and members shall assist the Fire Chief in carrying out the duties and responsibilities assigned to the Department by the Board, or by this or any other bylaw, statute, or regulation.
13. The Fire Chief, and any officer or member authorized by him, may at any reasonable time enter any premises for the purpose of fire prevention inspections or fire investigations.
14. The Fire Chief, and any officer or member in charge at any incident, may cause a building, structure or thing to be pulled down, demolished or otherwise removed, if deemed necessary to prevent the spread of fire to other buildings, structures or things, or to otherwise protect any person or property.
15. The Fire Chief, and any officer or member in charge at an incident:
 - a) may enter the premises or property where the incident occurred, and may cause such officers, members, apparatus and equipment to enter that premises or property as he/she deems necessary to combat, control, or otherwise deal with the incident;
 - b) may enter, or pass through or over, buildings or property adjacent to the site of an incident, and may cause officers, members, apparatus and equipment to enter or pass through or over such adjacent buildings or property where he/she deems it necessary to gain access to the incident or to protect any person or property;
 - c) may, at his discretion, establish boundaries or limits and keep persons from entering the area within the established boundaries or limits unless authorized by him to do so;
 - d) may request peace officers to enforce restrictions on persons entering within the boundaries or limits established under clause (c) of this section;
 - e) may request persons who are not officers or members to assist in removing furniture, goods, merchandise and personal effects from any building on fire or in danger thereof; in guarding and securing the same; and in demolishing a building or structure at or near a fire or other incident; and
 - f) may commandeer privately owned apparatus or equipment which he/she considers necessary to deal with an incident. Remuneration for commandeered apparatus and equipment shall be based on the applicable Standard Industry Rates.
16. No person at an incident shall:
 - a) impede, obstruct or hinder the Fire Chief or an officer, member or other person assisting or acting under the direction of the Fire Chief or officer or member in charge; or
 - b) drive a vehicle over any equipment without the permission of the Fire Chief or the officer or member in charge.
17. No person shall:
 - a) damage or destroy any apparatus or equipment;
 - b) falsely represent himself as an officer or member of the Department; or
 - c) obstruct or otherwise interfere with access roads, streets, or other approaches to any incident, or with any fire hydrant or other source of water required for fire fighting purposes.

19. Every person who violates any provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of any provision of this bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this Bylaw, commits an offence and on summary conviction thereof shall be liable to imprisonment for a term of not more than 6 months, or to a fine of not more than \$500.00 or to both fine and imprisonment.

20. This Bylaw shall come into full force and effect upon final adoption.

ADOPTION


This bylaw may be cited for all purposes as "Fire Department Bylaw No. 2008-02".


READ A FIRST TIME THIS 24th DAY OF SEPTEMBER, 2008.

READ A SECOND TIME THIS. 22nd DAY OF OCTOBER, 2008

READ A THIRD TIME THIS 22ND DAY OF OCTOBER, 2008

ADOPTED THIS 22ND DAY OF OCTOBER, 2008


CLPB Chair


CLPB CAO/Park Manager



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 0110-01 / 4000

SUBMITTED BY: Rachel Litchfield,
Manager of Corporate Services / Corporate Officer

SUBJECT: Bylaw Enforcement Complaint Policy & Process

PURPOSE:

The purpose of the report is to provide the Board with a draft Bylaw Enforcement Complaint Policy & Process.

RECOMMENDATION:

THAT the Cultus Lake Park Board adopt the Draft Bylaw Enforcement Complaint Policy & Process attached to and forming part of the January 18, 2023, Regular Board Meeting Agenda.

DISCUSSION:

Staff have been presenting quarterly reports to the Board that provide a breakdown of statistics relating to bylaw compliance and enforcement. These stats provide the Board and public with an overview of zones in the park and bylaw infractions captured.

Staff are presenting a complaint policy for the Board's consideration and if approved will provide a complaint process for the public to view and utilize. The policy presented is based on research of other similar areas that we feel are suitable to the park's resources and community needs. The policy identifies the process to make complaints, the process when complaints are made, how they will be prioritized, enforced and the reporting protocol follow up and confidentiality.

Staff would also like to note that the park's budget is reflective of one full-time Bylaw Enforcement Officer and one part-time officer in the peak season to address all bylaw related matters.

From June through to September the park also contracts security services as well as a seasonal policing team to ensure that both bylaw and criminal related matters are being addressed.

STRATEGIC PLAN:

This report does impact the Cultus Lake Park Board's Strategic Plan Initiative because it relates to Protective Services.

Prepared by:



Rachel Litchfield
Manager of Corporate Services /
Corporate Officer

Approved for submission to the Board:



Joe Lamb
Chief Administrative Officer



Attachment #1

CULTUS LAKE PARK

Administrative Policy

Section:	
Sub-Section:	
Title:	Bylaw Complaint Process

APPROVALS

Approval Date:	Approved by:
Amended:	Approved by:
Amended:	Approved by:
Amended:	Approved by:

1. POLICY STATEMENT

To establish a policy to ensure that the public is provided with a confidential reporting protocol procedure with respect to reporting of complaints and its process for staff for Cultus Lake Park.

2. PROCEDURES

When reporting a bylaw violation within Cultus Lake Park jurisdiction, the following information is required:

In the event of an emergency, please contact 911 or for non-emergency related matters 604-792-4611.

- For bylaw related matters call Bylaw Enforcement at 604-858-5298
- Email bylaw@cultuslake.bc.ca
- Reports can be submitted by downloading Cultus Lake Park Civic App – Cultus Lake Park
- Report an issue by topic
- Please note that by reporting on the app staff may not be able to respond immediately however, will action issues based on priority
- Please remember that if this is not a bylaw related matter, please refer to contacting 911 or the non-emergency line at 604-792-4611

Please provide the following information:

1. Your first and last name
2. Your address
3. Your phone number
4. The address of the violation or concern
5. A brief summary of the problem, as well as any involvement you may have had in resolving the matter

Bylaw Enforcement Officers can be contacted by telephone at 604-858-5298, by email at bylaw@cultuslake.bc.ca. If you reach the voicemail, please leave a detailed message as the officers may be out on patrol. Our officer will respond within 72 hours to general nuisance complaints, although we aim to respond sooner. Health, safety, and environmental impact complaints will be prioritized.

3. CONFIDENTIALITY

We require that you identify yourself when making a complaint to Cultus Lake Park Bylaw Enforcement or related staff. However, the identity of any complainant is confidential unless the complainant has agreed to be identified or unless an order has been made by the Office of the Information and Privacy Commissioner of British Columbia or another lawful order. If you submit an anonymous complaint, Bylaw Enforcement and Bylaw Administrative Services will not act on the information unless there is a potential safety issue.

4. WHEN COMPLAINTS ARE MADE

The complaint is reviewed to determine if it is related to Cultus Lake Park Bylaws. In some cases, the complaint is valid, however, if it relates to a law that is administered by another government agency you will be provided with contact information for the other agency such as the RCMP.

If the complaint is related to a Cultus Lake Park bylaw, the complaint will be followed up by the park's Bylaw Enforcement Officer or park's designate who will start an investigation. Complaints are handled in the order that they are received and based on severity. You should receive a response to your complaint within three (3) business days.

5. HOW WILL THE COMPLAINT BE ENFORCED

It is Bylaw Enforcement's goal to achieve voluntary compliance through public education and by way of bylaw. If it becomes obvious that voluntary compliance is not occurring, the Bylaw Enforcement Officer may either issue tickets/notices or recommend that the Board pursue actions to the leaseholder per the terms of the residential lease.

The park's Bylaw Enforcement Officers work in the community proactively seeking compliance that relates to public safety and in the best interest of all and compliance with the Board's bylaws. Our resources reflect community needs and are based on complaints, inquiries, and awareness.

6. WILL MY COMPLAINT BE KEPT CONFIDENTIAL

Complaint-related information will be kept on file. The identity of a complainant is considered confidential and will not be disclosed to anyone with the exceptions of the following circumstances:

- a. If the complaint has been publicly disclosed by the complainant;
- b. If the investigation results in legal proceedings;
- c. If disclosure is required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*;
- d. If an order for disclosure is issued by the Information and Privacy Commissioner under the *Freedom of Information and Protection of Privacy Act*;
- e. As otherwise required by law.



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 18, 2023 **FILE:** 0550

SUBMITTED BY: Rachel Litchfield,
Manager of Corporate Services / Corporate Officer

SUBJECT: Cultus Lake Park Board Building Site Lease – Lease Renewals

PURPOSE:

The purpose of the report is to provide the Board with information on the Cultus Lake Park Board Building Site Lease, lease renewals.

RECOMMENDATION:

THAT the Cultus Lake Park Board receive the Cultus Lake Park Board Building Site Lease – Lease Renewals for information; and

THAT the Cultus Lake Park Board request that staff provide an update at the March 15, 2023, Regular Board Meeting with respect to the number of residents that are outstanding with submitting their renewal application.

DISCUSSION:

In early October of 2022, staff began reviewing and preparing for the renewal process with respect to Cultus Lake Park Board Building Site Lease – Lease Renewals. Staff identified that renewals would be required as per the Board Building Site Lease that notes the following requirements (pending when the leaseholder entered into the applicable lease):

WHEREAS the Original Lease commencing the 16th day of March, XXXX, and now between the BOARD as Lessor and above named Lessee(s), the BOARD leased to the Lessee(s) the Lot described in the Original Lease for a term of twenty-one (21) years at a rent as set out in the Original Lease.

AND WHEREAS the present Lessee(s) has requested the BOARD to grant to it a Renewal Lease of the Lot on the terms hereinafter set forth, and the BOARD has agreed to do so.

WITNESSETH THAT IN CONSIDERATION of the mutual covenants hereinafter set forth, the Parties hereto do covenant and agree as follows:

1. The annual rent for the Lot will be charged in accordance with paragraph 2 of the Original Lease.
2. The term of the lease will be twenty-one (21) years from March 16, 2023 to March 15, 2044.

3. This Renewal will include the Lessees' continuous further options to renew for consecutive periods of twenty-one (21) years as detailed in clause 11 of the Original Lease, and subject to clause 11(b) of the Original Lease.

4. The BOARD and Lessee(s) do hereby covenant and agree to be bound by all the terms of the Original Lease except as the same have been amended, varied, or changed, pursuant to the terms of this agreement. All other terms and conditions of the Original Lease shall be binding on the Parties hereto.

Staff identified the residential leaseholders that were required to submit a renewal application to request the 21-year renewal term. If completed, this would then renew the lease version from March 16, 2023, valid until March 15, 2044.

Staff then provided notice(s) in November to applicable residents by email, phone and through general mail. Residents received the following notification:

Please see attached Cultus Lake Park Building Site Renewal of Lease form, which must be returned to the Park Office at least ninety (90) days prior to March 15, 2023, of your existing lease, as per Section II of Residential Lease.

Please complete the following portions of the Lease Renewal form:

- Lease lot No. (Located in two places at top of form)
- The date you completed the form/returned the form to Park Office
- Your name(s)
- Mailing address
- Lessee(s) - (names of those on the Lease). (Located at the bottom of form)
- Witness, other than lessee(s). (Print name and then sign)

To date staff have been able to contact **all** residential leaseholders - 10 of which are away at this time or require additional signatures as there is more than one (1) leaseholder on title.

To complete the Cultus Lake Park Board Building Site Lease renewal process:

- Chief Administrative Officer will review all renewals, and sign.
- Staff will provide executed copies of the renewal of the lease to the leaseholder along with a supporting letter that states the lessee's lease has been renewed for a further 21-year term.
- Staff will request that the Board provide direction following with respect to any leaseholder that may have not signed or submitted their renewal application following a staff update at the March Board meeting.

Staff would like to request that we provide an update at the March 2023 Board Meeting and seek direction from the Board.

STRATEGIC PLAN:

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

Prepared by:



Rachel Litchfield
Manager of Corporate Services /
Corporate Officer

Approved for submission to the Board:



Joe Lamb
Chief Administrative Officer