



# Cultus Lake Park

## EVENT BYLAW

### Bylaw No. 1255, 2025

A Bylaw to regulate Events

---

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

Every Person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 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 Event Bylaw No. 1255, 2025”.

#### 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

“**Act**” means the *Cultus Lake Park Act* (British Columbia).

“**Applicant**” means the Person, Residential Leaseholder, Commercial Leaseholder, or Organization that is applying for an Event Permit.

“**Beverage Garden**” means an area within an Event site where Liquor may be sold, served, and/or consumed.

**“Block Party Event”** means an Event, organized by a Residential Leaseholder, in which many members of a single community congregate in the street to observe an occasion of some importance. The Event must be hosted on the Highway the Residential Leaseholder’s lease is addressed to.

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

**“BC Liquor and Cannabis Licensing Special Event Permit”** (BCLCLSEP) means the special event permit required by the Province of British Columbia when Liquor is to be sold or served in a location that is not a private residence, private place, or licensed establishment.

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

**“Commercial Leaseholder”** means a Person having a current and valid commercial lease, license, or agreement with Cultus Lake Park.

**“Commercial Lease Lot Event”** means an infrequently occurring or one-time Event, held within the pins of a Commercial Leaseholder’s Leased Lot, that falls outside the terms of each Commercial Leaseholder’s lease, license, or agreement with Cultus Lake Park.

**“Community Event”** means an Event for the benefit of the residents of Cultus Lake Park and/or the local community, including but not limited to community garage sales, art shows, and Cultus Lake Swilcha Community School and Cultus Lake Memorial Church Events held on Cultus Lake Park property.

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

**“Emergency”** means a sudden serious and/or dangerous situation which needs immediate action. Examples include, but are not limited to, natural disasters, environmental hazards, or pandemics.

**“Event”** means a Block Party Event, Commercial Lease Lot Event, Community Event, Public Area Event, or a Residential Lease Lot Event.

**“Event Permit”** means a valid permit for a Block Party Event, Commercial Lease Lot Event, Community Event, Public Area Event, or a Residential Lease Lot Event, issued pursuant to the provisions of the current Cultus Lake Park Event Bylaw, all amendments, and the Parking Fee Waiver Administrative Policy.

**“Fee Notice”** has the meaning ascribed to that term in Section 9.2 (b) of this Bylaw.

**“Food Vendor”** means a food stand, cart or truck that sells and/or serves food to Event attendees for immediate consumption. Cultus Lake Park Commercial Leaseholders are not considered to be a “Food Vendor” under this definition.

**“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.

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

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

**“Inflatable”** means any structure that is filled with air and used for entertainment or recreational purposes.

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

**“Leased Lot Frontage”** means the edge of the travelled portion of a Highway to the pins of a Leased Lot.

**“Liquor”** has the same meaning as in the *Liquor Control and Licensing Act* (British Columbia).

**“Organization”** means an organized body of people with a particular purpose, including but not limited to a group, society, association, club, league, or business.

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

**“Permittee”** means the Person, Residential Leaseholder, Commercial Leaseholder or Organization who has obtained and holds a valid Event Permit from Cultus Lake Park.

**“Person”** has the same meaning as in the *Interpretation Act* (British Columbia).

**“Private Use”** means land within The Park, defined in this bylaw as a Public Area, that has been designated as private, for a specific date and time duration that does not exceed seven (7) days.

**“Public Area”** means an area within The Park that is open to the public for public use, including but not limited to, a Highway, Leased Lot Frontage, sidewalk, public parking lot, beach, Wharf, Grassed area, the Foreshore or such premises as the Board may from time to time designate.

**“Public Area Event”** means an infrequently occurring or one-time organized event, public or private, including but not limited to parades, races, walks, performances, concerts, festivals, group celebrations, receptions, weddings, and filming projects, held on a Public Area, within the boundaries of Cultus Lake Park.

**“Residential Leaseholder”** means a Person having a current and valid residential lease with Cultus Lake Park.

**“Residential Lease Lot Event”** means an infrequently occurring or one-time event, held within the pins of a Residential Leaseholder’s Leased Lot, that could disturb the quiet, peace, rest, enjoyment, comfort, or convenience of any Person in the neighborhood or vicinity of that Leased Lot, and/or could cause an issue with Vehicle parking.

**“Special Request”** means any waiver, exemption or allowance not outlined in current Cultus Lake Park Bylaws and all amendments, and Administrative Policies, that requires consideration by the Board.

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

“**The Park**” means the area within the Cultus Lake Park boundaries and the Foreshore assigned to the Cultus Lake Park by the Province of British Columbia.

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

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

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

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

### **3. GENERAL REGULATIONS**

**3.1** All Applicants and Permittees, applying for and operating an Event within The Park, are subject to the provisions as outlined in this Bylaw, the Parking Fee Waiver Administrative Policy, and any other relevant Cultus Lake Park Bylaw, including amendments.

**3.2** This Bylaw is subject to applicable laws and regulations of the Province of British Columbia, and it is the Permittee’s responsibility to ensure compliance with such applicable laws and regulations

**3.3** No Person, Residential Leaseholder, Commercial Leaseholder, or Organization will operate an Event within The Park without a valid Event Permit issued by The Park.

**3.4** No Permittee will operate an Event within The Park without having all Event requirements that are included with the approved Event Permit.

**3.5** No Permittee will operate, include, allow, or maintain any provision during an Event within The Park that were;

(a) not requested; or

(b) denied

during the Event Permit approval process.

**3.6** The Permittee must keep the Event Permit on site for the duration of the Event.

**3.7** The Permittee must return The Park property and infrastructure to an equal or better condition than that which existed prior to the Event, within 48 hours of the Event, to the satisfaction of the CAO or Designate.

### **4. APPLICATION PROCEDURES AND REQUIREMENTS**

**4.1** Only the current application form for an Event Permit will be accepted. This application form is available at The Park office or on The Park website.

**4.2** At the time of application, the Applicant must;

(a) submit a completed application form, 90 days prior to the proposed Event;

- (b) submit an Event map, including tents, booths, stands, vendors, Beverage Gardens, race routes, or any other items relevant to the Event; and
  - (c) pay the non-refundable application fee.
- 4.3** If the proposed Event is a Block Party Event, or Community Event, Applicants must follow Section 4.2 (a) and 4.2 (b) of this Bylaw.
- 4.4** Once the application is approved, amended, or denied, the Applicant will receive a letter outlining the decision of the CAO or Designate.
- 4.5** If it is determined that an Event will require a temporary Private Use designation, as per the current Cultus Lake Park Management of Public Areas Bylaw and all amendments, the application will be reviewed by the CAO or Designate, and if approved, the details will be included on the Event Permit.
- 4.6** If it is determined that an Event will require an exemption from the general or specific prohibitions, as per the Current Cultus Lake Park Noise Regulation Bylaw and all amendments, the application will be reviewed by the CAO or Designate, and if approved, the details will be included on the Event Permit.
- 4.7** If the application is approved, the Applicant will pay all relevant fees within five (5) business days of approval, in accordance with Schedule A of this Bylaw and as outlined in the letter sent from the CAO or Designate.
- 4.8** An Event Permit will be issued to the Applicant upon completion of the Event requirements and the Permittee must keep the Event Permit on site for the duration of the Event.

## **5. EVENT REQUIREMENTS**

### **Security Deposit**

- 5.1** (a) Permittees must provide The Park with a refundable security deposit, a minimum of five (5) business days prior to the Event date, to cover any loss or damage resulting from the Event. Such amount may be increased or decreased for any Event if deemed necessary by the CAO or Designate. Non-payment of the security deposit will result in the Event being cancelled.
- (b) Cultus Lake Park Staff will inspect the site following an approved Event.
- (c) To receive a full refund of the security deposit the Permittee must return The Park property and infrastructure to an equal or better condition than that which existed prior to the Event, and any clean up, or repairs must be carried out, to the satisfaction of the CAO or Designate, no later than 48 hours after the Event has concluded.
- (d) If the Permittee does not comply, all costs of any clean up, or repairs, of The Park property and infrastructure, done by Park Staff will be charged to the Permittee. Should the cost of clean-up, or repairs exceed the security deposit, the balance will be billed directly to the Permittee.

## **Insurance**

- 5.2** (a) Permittees of an approved Event are required to obtain and maintain, during the term of the Event, a Comprehensive General Liability Insurance policy providing coverage of not less than \$5,000,000.00, naming The Park as an additional insured.
- (b) A copy of the policy must be received by The Park office a minimum of five (5) business days prior to the Event date. Failure to provide proof of insurance will result in the Event being cancelled.

## **On Site Meeting**

- 5.3** The Permittee must set up a pre-Event on site meeting with Park Staff prior to the Event date.

## **6. SPECIAL REQUEST**

### **Beverage Gardens**

- 6.1** (a) A Beverage Garden is a Special Request and must include the following details: security, fencing, set up/location and hours.
- (b) If approved by the Board, a copy of the BCLCLSEP and a Special Event Server Certificate or a Serving it Right Certificate must be provided to The Park office no later than five (5) business days prior to the Event.
- (c) If copies of the permit and certificate are not received by the required deadline, the Beverage Garden will be cancelled.

### **Food/Food Vendors**

- 6.2** (a) An Event that includes a Food Vendor is a Special Request and must include the following details: company name, types of food being served and hours of service.
- (b) If approved by the Board, a copy of the food permit from Fraser Health must be forwarded to The Park office no later than five (5) business days prior to the Event.
- (c) If the permit is not received, the Food Vendor will be cancelled.
- (d) If the Food Vendor is solely for private use, written confirmation that the Food Vendor will not be serving the public must be provided from the Event organizer.
- (e) No Food Vendors will discharge any waste on The Park property.

## **7. ADDITIONAL REQUESTS**

### **Swim Lines**

- 7.1** Seasonally, The Park installs Swim Lines. Should the Event require removal, and or alterations of any or all Swim Lines, this must be requested during the application process.

## **Garbage Receptacles**

- 7.2** Garbage receptacles are located throughout The Park for public use during Events.
- (a) A Permittee may request a commercial bin to be made available for a fee, as charged by the current Cultus Lake Park contracted waste management service provider.
  - (b) Some Events will be required to have additional garbage receptacles, depending on the type and size of Event which will be determined by the CAO or Designate.

## **Washroom Facilities**

- 7.3** Washroom facilities are located throughout The Park for public use during Events.
- (a) A Permittee may request portable washrooms to be made available for a fee, as charged by the current Cultus Lake Park contracted waste management service provider.
  - (b) Some Events will be required to have additional washroom facilities and services, depending on the type and size of Event which will be determined by the CAO or Designate.

## **Generators**

- 7.4** Any use of generators must be approved by the CAO or Designate prior to the Event.

## **Parking**

- 7.5** Any Vehicle parking in The Park must comply with the current Cultus Lake Park Parking and Traffic Regulations Bylaw, and all Cultus Lake Park Policies regarding parking. Pay parking is in effect 365 days a year.

## **First Aid**

- 7.6**
- (a) Should the Event be any type of physical sporting Event or require the use of boats, first aid services must be on site.
  - (b) The Permittee must confirm first aid services to The Park office and provide a copy of all first aid certifications at least five (5) business days prior to the Event.

## **Roads/Emergency Access**

- 7.7** The Permittee will ensure appropriate access is maintained to all roads, and adjacent facilities to the satisfaction of The Park and will provide emergency access acceptable to the RCMP, the Fire Department and Ambulance Services.
- 7.8**
- (a) Depending on the location of the Event, The Park may request a detailed traffic management plan.
  - (b) Should a road closure be required within The Park, the Permittee must follow the Cultus Lake Park Highway Closure process and pay the relevant fee.

- 7.9** Should portions of the Event take place on Highways outside of The Park's jurisdiction, the Permittee must provide a copy of the approval from the applicable governing body, (ex. Ministry of Transportation), to The Park office at least five (5) business days prior to the Event.

### **Filming**

- 7.10** Filming within The Park is permitted upon approval of the CAO or Designate. A detailed plan regarding the filming project is to be submitted with the application.
- 7.11** Filming application fees are to be determined by the CAO or Designate.

### **Wedding**

- 7.12** (a) Wedding ceremonies are permitted within Public Areas of The Park upon approval from the CAO or Designate. Examples include, but are not limited to, Wharves, gazebos, and the community hall.
- (b) If the ceremony will be in a Public Area, it must not interfere with the public using the area at the same time.

### **Other/Additional Requests or Services**

- 7.13** Any use of;

- (a) inflatables;
- (b) sound systems; or
- (c) DJs

must be approved by the CAO or Designate. Any requests must be received in writing with the application.

- 7.14** Tent rentals are available through The Park, depending on availability, and if requested during the application process and relevant fees are paid.
- 7.15** Applicants requiring additional services from Park Staff will be billed at the hourly rate plus 25% overhead which will be deducted from the security deposit and if the cost is greater, the balance will be billed directly to the Event organizer(s).

## **8. CANCELLATION OF EVENT**

- 8.1** Cancelled Events will be issued a refund, less any costs incurred by The Park.
- 8.2** If all requirements, as outlined in Sections 4 and 5 are not received by the deadlines set in this Bylaw, the CAO may cancel the Event, and all Event fees paid will be forfeited.
- 8.3** (a) All Event Permits can be suspended in the case of an Emergency. This is at the discretion of the CAO, in consultation with the Board.
- (b) If an Event is cancelled due to an Emergency, the Permittee will have the option to reschedule or receive a full refund.



## **9. FEES AND FINES**

- 9.1** 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.
- 9.2** 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 Park office stating the amount of each fee, and such Fee Notice will remain published in The 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 9.2, 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 Cultus Lake Park, including administration, infrastructure, Foreshore, bylaw 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 9.2 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 Park office, but in the event of a conflict or inconsistency between the Fee Notice published in The Park office and any other notice, the Fee Notice published in The 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 9.2(b), then any Fee Notice from the previous year remains in effect and enforceable.
- 9.3** Each occurrence or day that a contravention of a provision of this Bylaw exists or is permitted to exist will constitute a separate offence.
- 9.4** All outstanding fees and/or fines must be paid in full before an Event application will be processed.

**10. 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.

**11. REPEAL**

The Cultus Lake Park Special Event Bylaw No. 1240, 2024 and all amendments are repealed upon adoption of this Bylaw.

**12. EFFECTIVE DATE**

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

READ A FIRST TIME this 19<sup>TH</sup> day of FEBRUARY 2025

READ A SECOND TIME this 19<sup>TH</sup> day of FEBRUARY 2025

READ A THIRD TIME this 19<sup>TH</sup> day of FEBRUARY 2025

ADOPTED this 19<sup>TH</sup> day of MARCH 2025



---

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 Event Bylaw No. 1255, 2025.



---

Chief Administrative Officer

## SCHEDULE A: FEES

All Event fees are set out in Table 1 below. The amount of each type of fee will be determined from time to time in accordance with Section 9.2 of this Bylaw.

| <b>TABLE 1 of SCHEDULE A</b> |   |                      |
|------------------------------|---|----------------------|
| <b>No.</b>                   | <b>Fee Type</b>   | <b>Fee Sub-types</b> |
| 1.                           | Non-refundable application fee                          | Not applicable       |
| 2.                           | Refundable security deposit                             | Not applicable       |
| 3.                           | Early set up fee (before 7:00 am)                       | Not applicable       |
| 4.                           | Late take down fee (after 11:00 pm)                     | Not applicable       |
| 5.                           | Swim Line removal and replacement fee                   | Not applicable       |
| 6.                           | Beverage Garden fee                                     | Not applicable       |
| 7.                           | Food Vendor fee   | Not applicable       |
| 8.                           | Rental fee 0-100 people                                 | Not applicable       |
| 9.                           | Rental fee 101-200 people                               | Not applicable       |
| 10.                          | Rental fee 200+ people                                  | Not applicable       |
| 11.                          | Tent rental fee (20ft x 20ft)                           | Not applicable       |
| 12.                          | Tent rental fee (10ft x 10ft)                           | Not applicable       |
| 13.                          | Table rental fee (8ft x 3ft)                            | Not applicable       |
| 14.                          | Garbage bin rental fee                                  | Not applicable       |
| 15.                          | Portable washroom rental fee                            | Not applicable       |
| 16.                          | Portable washroom rental sanitization fee (if required) | Not applicable       |
| 17.                          | Filming fee   | Not applicable       |
| 18.                          | Other areas within The Park rental fee                  | Not applicable       |
| 19.                          | Additional Park staff services                          | Not applicable       |
| 20.                          | Clean up fee  | Not applicable       |