

I, W. d'Easum, Director of Corporate Services for the Regional District of Central Okanagan, do hereby certify that the following 22 pages comprises a true and correct copy of Bylaw No. 1106, which was adopted by the Regional Board on the 11th day of April, 2005 and has been consolidated to include amending Bylaw No. 1187, 2006.

Dated at Kelowna, B.C. this
5th day of October, 2006.

W. d'Easum, Director of Corporate Services

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1106

CONSOLIDATED

(Includes Amending Bylaw No. 1187, 1106.01)

A bylaw to make rules and regulations governing the management, control and usage of property for community park purposes.

WHEREAS the Regional District of Central Okanagan operates services of community parks under the Regional District of Central Okanagan Westside Community Parks Local Service Establishment Bylaw No. 549, 1993 and Ellison Community Parks Specified Area Establishment Bylaw No. 194, 1980.

AND WHEREAS the Regional District of Central Okanagan wishes to make rules and regulations governing the management, control and use of community parks.

NOW THEREFORE THE REGIONAL DISTRICT OF CENTRAL OKANAGAN IN OPEN MEETING ASSEMBLED, ENACTS AS FOLLOWS:

1. This bylaw may be cited for all purposes as the "Regional District of Central Okanagan Community Parks Regulation Bylaw No. 1106, 2005".
2. The Regional District of Central Okanagan Parks Regulation Bylaw No. 755, 1997 and all amendments thereto are hereby repealed.
3. DEFINITIONS AND INTERPRETATION:
 - (1) In this bylaw the following words and terms shall have the meaning hereby assigned to them.
 - (a) "**Beach**" means any community park land adjacent to a body of water designated for public swimming, extending 100 ft. back from an established high water mark.
 - (b) "**At Large**" means not being attached to a leash, not more than 6 (six) metres in length held under direct and constant control by a person.

- (c) **“Board”** means the Regional Board of the Regional District of Central Okanagan.
- (d) **“Community Park”** means land acquired, dedicated, held or occupied as community park in accordance with the *Local Government Act* or the *Community Charter* and shall include without restricting the generality of the foregoing within such community park all playgrounds, squares, greens, driveways, roadways, paths, beaches, buildings, but shall not include any highway passing through such community park that has been dedicated as highway by plan of subdivision or that has been laid out, constructed and maintained by the Ministry of Transportation of the Province of British Columbia or a local government, or that is a public highway under the *Highway Act*.
- (e) **“Director”** means the Director of Parks and Recreation or persons authorized by the Director.
- (f) **“Driveway”** means any way or thoroughfare set apart and improved for the use of pedestrians, vehicular or animal traffic, within any community park.
- (g) **“Dusk”** means 30 (thirty) minutes later than the official sunset time for Kelowna, BC as recorded by the Ministry of Water, Land and Air Protection.
- (h) **“Household or other garbage”** includes garbage, trash, refuse, cans, bottles, papers, ashes, cuttings or other waste of any kind that is not generated by a person in connection with reasonable community park use.
- (i) **“Litter”** means any garbage, cans, bottles, papers, ashes, refuse, cuttings, trash or rubbish generated by a person while at the community park engaged in activities ordinarily connected to reasonable community park use.
- (j) **“Vessel”** means canoe, boat, kayak, or other craft used or capable of being used, for navigation on water.
- (k) **“Owner”** means in respect of an animal or bird, the person who is possessor or harbourer.
- (l) **“Physical game”** includes baseball, softball, football, soccer, rugby, cricket, lacrosse, hockey and other similar sports.
- (m) **“Public Hazard Closure”** means an order from the Director that a community park be closed because of a threat, to either the community park or the public.
- (n) **“Region or RDCO”** means the Regional District of Central Okanagan.
- (o) **“Vehicle”** means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled or pulled by any mechanical or muscular device or other motive power whatsoever, and shall include trailers, bicycles, tricycles, in line skates and skateboards.

- (p) **“Permit or Contract”** means the granted written permission under this bylaw, authorizing access, activity or a course of behaviour or conduct in or on any RDCO Property.
- (2) The intent of this bylaw is to permit the reasonable use of parks by the public in a manner that accommodates individual rights, including the rights of freedom of assembly and freedom of expression, within the context of operating community parks that are intended to provide the benefits of recreation and enjoyment for the general community and preservation and protection of the natural or landscaped environment.
- (3) Community parks are intended to offer recreational opportunities for the public in playing fields, playgrounds, landscaped and natural park settings. Some of the specific uses that are considered incompatible and will not be permitted within a community park are set out in Schedule B.

4. ENTRY TO PARK

- (1) (a) no person shall enter or be in a community park
 - (i) which has been closed under this bylaw; or
 - (ii) between dusk and 6:00 a.m. the following day unless the community park is otherwise posted.
- (b) no person shall enter or be in a community park which is subject to a Public Hazard Closure.

5. LITTER

- (1) No person shall deposit or leave litter in or upon a community park except in the receptacles provided for such purpose.
- (2) No person shall deposit any household or other garbage in a community park.

6. PHYSICAL GAMES

- (1) No person shall play a physical game in a community park contrary to the rules and regulations posted in the community park or attached to the permit to regulate such game.
- (2) A permit pursuant to this bylaw is required to be obtained by the organizer before a tournament, organized sport or series of physical games is held in a community park.
- (3) No person shall play a physical game in or on a community park except upon or in such portions thereof as are specifically designated for such purpose by signs posted or as authorized on a permit pursuant to this bylaw.

7. DAMAGE

- (1) No person shall damage, destroy, deface or vandalize a community park.
- (2) No person shall cut, break, pull up, injure, damage, destroy, deface or vandalize in whole or in part, plants, building facilities or appurtenances in a community park.

- (3) No person shall damage, destroy, deface or vandalize any signs or regulations posted in a community park by the Region.

8. WILDLIFE AND DOMESTIC ANIMALS

- (1) Except for catching domestic animals unlawfully in a community park, no person shall interfere with birds or animals in a community park.
- (2) No person shall feed any wildlife in a community park.
- (3) Except where a community park or a portion of a community park has been designated in Schedule C as a community park which may be used with dogs off leash, no person being the owner of any animal or bird shall allow such animal or bird to be at large in a community park.
- (4) Except where a community park or portion thereof has been designated in Schedule C as a community park which may be used with dogs, no person being the owner of a dog shall allow such dog to be in a community park.
- (5) No owner shall allow dung from his dog to be left on a community park except in receptacles provided for such purposes.
- (6) An owner shall immediately remove and dispose in a sanitary manner dung left by his dog in a community park.
- (7) No person being the owner of a domestic animal or bird shall allow such animal to enter upon any beach area or to swim at a designated swimming area in a community park or the water adjacent to a community park, except as defined in Schedule C.

9. NUISANCES AND DANGERS

- (1) No person shall hit a golf ball in or into a community park.
- (2) No person shall carry or discharge firearms, air guns, air rifles, air pistols, spring guns, bows or other weapons in a community park.
- (3) No person shall fire or explode any combustible or explosive material in a community park.
- (4) No person shall engage in violent acts in a community park.
- (5) No person shall engage in lewd or sexual acts in a community park.

10. USE OF FIXTURES

- (1) No person shall climb, walk or sit upon any wall, fence or other structure in a community park unless the wall, fence or structure has been designed and designated for such use.

- (2) No person shall erect in a community park, a tent, building, shelter or other structure whatsoever without obtaining approval for an exclusive specific use from the Region unless otherwise posted.
- (3) Section 10(2) does not apply to small personal shelters which are in a community park from 6:00 a.m. to dusk. Such shelters must not be anchored with any form of stake or peg driven into the ground in any turf area.

11. LIQUOR

- (1) No person shall possess or consume liquor in a community park except in premises where the liquor is possessed pursuant to and in compliance with a license issued under the *Liquor Control and Licensing Act*, (British Columbia).
- (2) No person shall possess or consume liquor in a community park except in premises where the liquor is possessed pursuant to and in compliance with a permit issued by the RDCO.

12. ASSEMBLY

- (1) No person shall conduct any procession, march, drill, performance, ceremony, concert or other special event in a community park without first obtaining a permit for such purpose from the Region.
- (2) No person shall obstruct or interfere with any person who is lawfully using any community park, except that where a person holds a contract for an exclusive specific use for all or part of a community park that person may inform others of their exclusive occupancy and use of that portion of the community park which is subject to the contract by displaying their contract. No authority is granted or transferred to the contract holder to physically restrict access to or remove from the permitted area any individual who is not the contract holder or a member of their party.
- (3) No person shall obstruct or interfere with the exclusive occupancy and enjoyment of a contract holder within an area for which they hold an occupancy contract during those times designated on the occupancy contract.”.

13. USE OF WATERCRAFT

- (1) No person shall use a vessel within a designated swimming area in a community park.
- (2) No person shall use a vessel or other means of conveyancing on water within a community park within the immediate vicinity of any designated swimming area that endangers or interferes with the free use of the water for bathing or swimming.
- (3) No person shall tie or attach a vessel to a swim buoy.

- (4) No person shall moor a vessel in a designated safe harbour at any time other than during storms.
- (5) No person shall moor a vessel in a community park or boat launch area other than in designated moorage areas.

14. FIRE PREVENTION

- (1) No person shall make an open fire in a community park.
- (2) No person shall throw or place upon the ground in a community park a lighted match, burning cigarette, burning cigar, lawn candle, open flame lantern or other burning material except as provided in 14.(4).
- (3) No person shall carry or have in his possession a burning cigarette, cigar or a pipe containing burning tobacco or burn tobacco or any other smoking material in any manner within a community park.
- (4) Commercial style briquette fuelled barbeques may be allowed for special events by obtaining a permit for such, from the RDCO.
- (5) No personal barbeques except those fuelled by propane shall be allowed in a community park. Where fixed barbeque stands are provided by the RDCO, only charcoal briquettes may be used.

15. COMMERCIAL ACTIVITIES

- (1) No person shall sell or expose for sale any refreshment, article, merchandise or thing in a community park except as authorized by a permit pursuant to this bylaw.
- (2) No person shall conduct business or provide a commercial service in a community park except as authorized by a permit issued pursuant to this bylaw.
- (3) No person shall post up, paint or distribute advertisements or handbills of any kind in a community park.
- (4) No person shall remove for personal or commercial purposes any thing from a community park.
- (5) No person shall contravene the directions, instructions or prohibitions set out in any sign posted in a community park pursuant to the provisions of this bylaw.

16. VEHICLES AND USE OF ANIMALS FOR TRANSPORT

- (1) No person shall grease, wash, clean or repair any vehicle in a community park except where repairs are necessitated because of the breakdown of a vehicle in or adjacent to a community park.
- (2) No person shall, in any community park, park a vehicle or allow a vehicle to stand or remain parked during the hours that the community park is closed pursuant to this bylaw except as outlined in 16.(14).

- (3) No person shall ride or drive any horse or other animal or drive or propel or permit to be driven or propelled any vehicle within a community park except upon a driveway made and provided for such purpose unless otherwise posted.
- (4) No person shall, in a community park, drive any animal or vehicle upon any driveway that is designated for the use of pedestrians by a sign posted pursuant to this bylaw, provided, however, baby carriages shall be allowed on such posted paths but the same shall not be permitted to interfere with the free use of such paths by pedestrians unless otherwise posted. Permits shall be issued only to handicapped persons as defined by statute and an application for a permit to operate a motorized golf cart or similar vehicle on a driveway shall be accompanied by a certificate signed by a physician stating that the applicant is capable of safely operating a motorized golf cart or like vehicle on a driveway within a Regional or Community Park. All permits shall expire on December 31st, unless renewed. No person shall drive a vehicle in any community park that is closed pursuant to the provisions of this bylaw.
- (5) No person shall, in a community park, ride or drive any horse or other animal or drive or propel any vehicle in excess of the speed posted on a sign limiting the rate of speed for such driveway.
- (6) No person shall, in a community park, ride or drive any horse or other animal or drive or propel any vehicle in a manner that is unsafe or a nuisance or danger to other persons or animals or property within the community park.
- (7) No person shall, in a community park, fail to bring his horse, animal or vehicle to a stop upon the direction of a Peace Officer or any person authorized by the Region to supervise traffic within a community park.
- (8) No person shall, in a community park, fail to stop a vehicle or animal under control of such person whenever any horse or other animal shows signs of fright or getting out of control as a result of the movement of such animal or vehicle.
- (9) No person shall, in a community park, ride or drive any horse or other animal or drive or propel any vehicle in any direction on any driveway contrary to a sign erected pursuant to the provisions of this bylaw.
- (10) No person shall, in a community park, use, stop on, occupy or travel along or upon any roadway in such manner as to obstruct or interfere with any person lawfully using the same.
- (11) No person shall, in a community park, park a vehicle in any area except in areas designated for such purpose.
- (12) No person shall drive any vehicle at a speed greater than 15 kmph on any driveway in a community park unless otherwise posted.
- (13) A person must not park in a disabled parking stall unless the vehicle displays a disabled sticker.

- (14) Vehicles left in a community park after closing will be locked in, unless otherwise posted. Owners or operators of vehicles locked in after closing may wait until the next scheduled opening to remove their vehicle or they may call the designated Contractor (as posted) to open the gate and release the vehicle. The Contractor will set the fee for releasing the vehicle from the closed park. If the same vehicle has not been removed prior to the next scheduled closing time it will be removed at the owner's expense.

17. AUTHORITY OF THE DIRECTOR OF PARKS AND RECREATION

- (1) The Director is authorized to order to be removed or cause to be removed from a community park:
 - (a) any obstruction placed therein contrary to the provisions of this bylaw.
 - (b) any thing erected therein contrary to the provisions of this bylaw.
 - (c) any vehicle parked or left standing therein contrary to the provisions of this bylaw.
 - (d) any sign placed therein contrary to the provisions of this bylaw.
 - (e) any motor vehicle being used or driven in a manner contrary to the provisions of this bylaw.
 - (f) any vessel parked or moored contrary to the provisions of this bylaw.
- (2) The Director may cause signs to be erected in parks that:
 - (a) designate the maximum speed to be traveled by vehicles in driveways.
 - (b) designate areas and times where parking of vehicles is permitted.
 - (c) designate the direction that vehicles are to travel upon driveways.
 - (d) designate areas that are to be used for certain functions or purposes.
 - (e) set out rules and regulations governing the use of certain facilities.
 - (f) designate areas in which certain activities are prohibited.
 - (g) limit the use of driveways or other facilities.
 - (h) give warning of danger.
 - (i) prohibit entry to the community park or facilities.
 - (j) designate hours of operation.

Bylaw No. 1106.01, adopted June 12, 2012, amended Bylaw No. 1106 by deleting Section 17 (3) in its entirety and replacing it with the following:

- (3) Permits may be issued at the discretion of the Director of Administration to persons or organizations which authorize the use or exclusive specific use of a community park or portion of a community park for sports tournaments, special events, festivals, the selling of refreshments or merchandise, or other specific uses, provided that Crown Tenures do not prevent such activities from occurring.
- (4) The Director is authorized to charge the fee set out in **Schedule A** for a permit for the use or exclusive specific use of a community park or portion thereof.

- (5) The Director is authorized to collect and hold a damage deposit in the amount set out in **Schedule A** where a permit is issued for the use or exclusive specific use. Such deposit to be returned less any monies expended to repair damages.
- (6) The Region will not withhold a permit unless the proposed assembly:
 - (a) would be too large to be reasonably accommodated in the community park without damaging the community park or without materially impairing the reasonable use or enjoyment of the community park by other persons;
 - (b) would involve activities that are likely to cause damage to the community park of a type that the Region considers unreasonable given the nature of the community park; or
 - (c) would create a risk of dispute or interference with other persons using the community park that would impair the ability of other persons to make reasonable use of the community parks.

18. ENFORCEMENT

- (1) Where the Director removes or causes to be removed a vehicle or thing from a community park pursuant to Section 16(2) of this bylaw, such removal shall be at the expense of the person who caused such structure, vehicle, sign or other thing to be within the community park contrary to the provisions of this bylaw.
- (2) Any vehicle, structure or other thing removed pursuant to the provisions of this section may be moved to a place of safe keeping and the cost of storage at such place shall be paid by the person claiming ownership of such object in addition to the cost of removal. If the owner of such vehicle, structure or thing has not claimed the same within 30 (thirty) days of its removal from the community park it may be disposed of by sale or destruction as directed by the Board.
- (3)
 - (a) If a vehicle is removed and not reclaimed within 3 (three) days, and the vehicle bears a current licence plate the registered owner shall be given notice by registered mail of the location of such vehicle at the address of such registered owner as shown on the records of the Motor Vehicle Branch.
 - (b) If the registered owner fails to claim the vehicle within 30 (thirty) days and pay the cost of removal and storage then the vehicle may be sold by public auction and any price obtained for such vehicle shall be applied first to the cost of removal and storage and secondly the balance, if any, shall be paid to the registered owner as shown on the records of the Motor Vehicle Branch.

19. EXEMPTIONS

Notwithstanding anything contained in this bylaw, the officers, officials, employees and contractors of the Region, while carrying out their duties, or performing their functions shall be exempt from the provisions of this bylaw.

20. PENALTY

Every person who contravenes a provision of this bylaw is liable, on summary conviction, to a fine not exceeding \$10,000.00, or upon conviction of a ticket offence under the Municipal Ticket Information bylaw to the applicable fine imposed under that bylaw.

SCHEDULE A

(Regional District of Central Okanagan Community Parks Regulation Amendment Bylaw No. 1187, 2006)



GENERAL CONDITIONS AND FEES FOR THE RENTAL OR USE OF REGIONAL DISTRICT OF CENTRAL OKANAGAN COMMUNITY PARKS

SCHEDULE A

GENERAL PRINCIPLES FOR REGIONAL DISTRICT OF CENTRAL OKANAGAN COMMUNITY PARKS RENTALS, FEES & CHARGES

1. The RDCO has an obligation to sponsor, within constraints of limited available public resources, community park services which:
 - a. meet socially and environmentally worthwhile goals and objectives and clearly demonstrate a benefit to residents serviced by each of the parks and recreation services provided;
 - b. are, as far as reasonably possible, accessible to all residents of the Central Okanagan;
 - c. to the extent that public subsidy of these community parks and recreation services is justified and is required, it should be provided.
2. Fees and charges should supplement tax appropriations as a source of revenue for the Parks and Recreation Department of the RDCO and should not be the primary revenue source for the operation of the department.
3. Using public sector funds with the objective of undermining the ability of the private sector to compete in the market place is unacceptable. Taxes should never be used unfairly to compete with the private sector. However, if the public good needs to be realized, and the private sector is unwilling or unable to realize it at a price that is affordable by the target market, the public sector can justify competing with the private sector to realize those public benefits.
4. Cost of administering and collecting revenues should not be disproportionate to the actual revenue gained.
5. The extension of the Parks and Recreation Department services should be based on the need and not the income value of the services.
6. Special services or exclusive privileges should entail a charge:
 - a) expendable materials – arts & crafts supplies
 - b) consumable materials – food
 - c) specialized instruction – pottery, dance, gymnastics
 - d) high cost facility – pool, arena, field, complex
 - e) use of equipment – kitchen, sport, chairs, tables, audio-visual
 - f) protection of property – personal, parking
 - g) exclusive occupancy – ice, floor, field, parking, building
 - h) admissions – skate, swimming, dance, show

7. Parks & Recreation public program delivery is considered the highest priority in use of parks & recreation facilities. Allocation of parks and recreation facilities will be in accordance with the following order of priority:
 - a) Community programs (i.e. public skating, environmental education, etc.)
 - b) Organized recreational use (non exclusive organized sport)
 - c) Non-profit or fundraising initiatives that have a direct relationship with the delivery of Regional or Community Parks service delivery or Recreation Facility services
 - d) Other Private and/or Commercial Users

8. With regard to parks and recreation facilities allocation priorities above, it must be recognized that no single use shall unreasonably monopolize or disrupt the operation of any other use.

9. In recognition of the community social and economic benefits associated with Provincial and National Tournaments and Competitions, Conferences and Major Special Events in the community, the Director of Parks and Recreation may adjust the fees and charges for these events, when the same can be accommodated without severely impacting the two highest allocation priorities identified above, and as deemed as appropriate after a thorough review of the individual proposal.

10. All fees subject to the Goods and Services Tax (G.S.T.) unless otherwise specified.

11. Fees and Charges Categories
 - Child 12 years and under
 - Youth/Student 13 to 17 years/or valid student card
 - Adult 18 to 64 years
 - Senior 65 years and over
 - Family maximum 2 Adults & 3 Children under 18 years of age
and adult must accompany children into family sessions

**GENERAL CONDITIONS FOR RENTAL OR USE OF A
REGIONAL DISTRICT OF CENTRAL OKANAGAN (RDCO)
COMMUNITY PARKS**

CONTRACT/USE AGREEMENT:

1. The Director of Parks and Recreation or designated authority reserves the right to approve or deny any park use request in order to ensure an appropriate schedule of activities at any RDCO parks.
2. All parks use agreements are to be documented with the standard contract form and invoiced accordingly.
3. The renter/user must understand and agree to all specific rules and regulations as printed on the contract with respect to other terms and conditions for the use of the park.
4. Each park contract covers only the provision of the standard park with the normal maintenance staff.

LIABILITY/INSURANCE:

1. Any personnel required to operate an event is the sole responsibility of the party renting the park (i.e. traffic control, ticket takers, security). The type and number of personnel must be sufficient to ensure that no person violates the laws of the Province of British Columbia, and/or the Statutes of Canada and/or the Bylaws of the RDCO.
2. The renter/user shall be liable for any loss or damage and assume all risk for same, including injuries to any person, arising out of the use of the facility, and shall be required to carry appropriate liability insurance as specified by RDCO. Any damages in excess of the damage deposit will be invoiced to the user.
3. The renter/user must, prior to the signing of the contract, obtain and maintain **comprehensive general liability insurance** including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCO. The RDCO must be included as “**additional insured**”. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the RDCO may require from time to time. The policy shall contain a clause providing that the insurer will give the RDCO thirty (30) days prior written notice in the event of cancellation or material change. **The renter/user must provide the RDCO with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the RDCO.** It shall be the sole responsibility of the renter/user to determine what additional insurance coverage, if any, including but not limited to Workers Compensation and Participants Insurance, is necessary and advisable for its own protection and/or to fulfill its obligations under the agreement. Any such additional insurance shall be maintained and provided at the expense of the renter/user.

DEPOSITS/FEES/CHARGES:

1. All fees and charges must be paid fourteen (14) days prior to the first day of the event to validate the contract with the exception of users identified in Clause 5 below.
2. The RDCO reserves the right to demand payment of all charges at the time of signing the contract.
3. Rental and park use deposits and damage deposits must be paid by cash, credit card or cheque (payable to RDCO) and will be processed upon receipt.
4. Non-profit or complimentary use of a park by any organization must also include signing a contract for said usage in the usual manner. This non-profit or complimentary use is not exempt from any applicable S.O.C.A.N. assessment and/or insurance premiums.
5. Associations that rent sportsfields on an ongoing basis, such as youth soccer, minor baseball, senior slo-pitch and other qualified groups, will be invoiced at the end of every month and payment is required within thirty (30) days of receiving the invoice.
6. One-time or casual renters must be prepaid, as per clause 1 above, unless other arrangements have been agreed upon with RDCO.
7. Any person or organization renting sportsfields on a “per game” basis will pay the appropriate rent as negotiated, which will include any necessary maintenance time.
8. School rates, if applicable, apply only during regular school hours.
9. Any event that extends beyond the normal park working schedule will be required to pay the additional labour costs. Any requests for use on a Statutory Holiday will be considered on an individual basis. The RDCO reserves the right to charge for the extra labour costs associated with Statutory Holiday bookings at a minimum four (4) hour charge.
10. The RDCO reserves the right to determine the amount of rental deposits and damage deposits. The rental deposit will be applied to the rental. The damage deposit will be returned, less costs for any incurred damages. A separate damage deposit must be made for each event.
11. Tentative bookings will only be considered to a maximum of **twelve (12) months** in advance of the intended first event booking.
12. All tentative bookings must provide confirmation of the booking **sixty (60) days** prior to the event and a park use rental deposit of fifty percent (50%) of the required fees and charges (or as negotiated) is required to hold the tentative booking.
13. In the event of a rate change, the rate identified in the appropriate service Regulation bylaw approved at the time of the booking will prevail.

OTHER:

1. All buildings are designated NON SMOKING (refer to RDCO policy 266/00).
2. NO ANIMALS, except guide animals, are permitted in buildings unless authorized in the contract.
3. The use of any RDCO sound system installed in a building, can be included in the general contract.
4. Admittance to the building prior to the time stated on the contract can only be made with the express permission of the Director of Parks and Recreation or designate.

ADDITIONAL LICENSING:

1. Consumption of alcoholic beverages is strictly forbidden, with the exception of licensed functions. Licensed functions must be approved by the Chief Administrative Officer or designated authority before obtaining a Liquor Permit from the RCMP or any other permit-issuing agency. The Regional Board may in the future adopt additional regulations regarding the consumption/possession of alcohol in all of its parks.
2. The renter agrees to abide by the "Designated Driver Program" policy resolution #627/97.

PARK BOOKING CANCELLATION POLICY

1. The Park Booking Cancellation Policy applies to all RDCO Community Parks in which user fees are applied as set out by the associated park or recreation facility Regulation bylaw.
2. For non-regular bookings greater than three (3) hours in duration, cancellation in writing for functions must be received at least sixty (60) days in advance. If cancellation notification is received by the RDCO **less than sixty (60) days** prior to the booking, the rental deposit will be forfeited. For non-regular bookings greater than three (3) hours in duration, cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
3. For non-regular bookings up to three (3) hours in duration, cancellation in writing for functions must be received at least thirty (30) days in advance. If cancellation notification is received by the RDCO **less than thirty (30) days** prior to the booking, the rental deposit will be forfeited. All cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
4. Cancellation verbally or in writing must be received a minimum of five (5) days prior to scheduled use for all sports fields. Charges for field use after the date of use will be reversed only in the event of a rain out and only if notification is given within seven (7) days of the date of originally scheduled use.
5. Bookings made where there is less than the minimum cancellation time period will require payment by cash or credit card at the time of the booking.

***NO EXCEPTIONS WILL BE MADE TO THE PARK BOOKING CANCELLATION POLICY UNLESS AUTHORIZED BY THE DIRECTOR.**

COMMUNITY PARKS/SPORTS FIELDS RENTAL RATES AND USE CONDITIONS

1. All users will be responsible to ensure that no person violates the laws of the province of B.C. and/or the Statutes of Canada or any bylaws of the Regional District of Central Okanagan (RDCO) or Municipality. Failure to comply may result in refusal of future privileges of any RDCO park or recreation facility.
2. User groups must not commence play on a field, ball diamond or running track, or any other outdoor facility, where the combination of excessive moisture and player usage may cause damage to the turf or playing surface. Games will have to be postponed and re-scheduled.
3. Motor vehicles are restricted to designated parking areas (except emergency vehicles). Dogs and horses are only allowed in designated RDCO Parks.
4. User groups are required to cooperate with the RDCO staff by reporting damaged equipment prior to the game or at their earliest convenience.
5. No user group shall erect or construct any building, fence, sign, post, etc. without obtaining prior authority from the Director of Parks and Recreation or designated authority.
6. The user shall not use any electrical outlets without prior approval from the Director of Parks and Recreation or designated authority.
7. The user shall be liable for any damage to the facility occurring as a result of the renter's use during the renter's contract time.
8. No posters will be installed without prior approval.
9. First Aid is the responsibility of the user.
10. Any user or user group using an RDCO Park not obeying the rules set out by the RDCO may be denied usage for a time specified by the Director of Parks and Recreation or designated authority.
11. Any additional maintenance will be billed extra.
12. The following will be charged for community park use contracts:

SPECIAL EVENT PARK USE DAILY FEES*			
PARK	# OF PARTICIPANTS	FEE	OTHER CHARGES (if applicable)
Kinsmen Park (DO NOT book during sporting events)	50 – 99	\$ 50	Facility Rental Fee Facility Security Deposit Special Event Security Deposit Staff Labour @ \$55/hr.
	100 – 250	\$ 75	
	251 – 500	\$ 150	
	501+	\$ 250	
Westbank Community Park (JBMAC Field & Stage Area)	50 – 99	\$ 50	
	100 – 250	\$ 75	
	251 – 500	\$ 150	
	501+	\$ 250	

*Examples of Special Events include sports events, corporate functions, charity events, community events, etc.

13. The RDCO is authorized to charge a security/damage deposit payable in the case of a Community Park Use Permit for an event; at the discretion of the Director of Parks and Recreation Department or designate:
- i. fewer than 100 people: up to \$500
 - ii. Over 100 people: up to an Additional \$500 per 100 people.

For events serving alcohol or as designated by the Regional Board, the RDCO is authorized to charge a \$300.00 deposit per event, in addition to the security/damage deposit.

14. **Community Park Sports Field Rental Rates.**

Subject to “Commercial” Use of Sports Fields fees as set out in the following section, users of sports fields shall pay the following rates prior to the use of the sports fields:

TYPE OF FEE	2006 Rates	2007 Rates	2008 Rates	2009 Rates	2010 Rates
SPORTS FIELDS					
YOUTH					
A Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
B Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50
C Field	\$ 2.55	\$ 2.60	\$ 2.65	\$ 2.70	\$ 2.75
ADULT					
A Field	\$20.40	\$20.80	\$21.20	\$21.60	\$22.00
B Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
C Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50

TYPE OF FEE	2006 Rates	2007 Rates	2008 Rates	2009 Rates	2010 Rates
SPORTS FIELDS					
ADULT Non-Prime Time	** Non-prime time means 9 am – 5 pm Mon. – Fri. **				
A Field	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
B Field	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.40	\$ 5.50
C Field	\$ 2.55	\$ 2.60	\$ 2.65	\$ 2.70	\$ 2.75
ADULT Tournament Rates	Ten (10) hour maximum charge per day for tournaments				
A Field	\$10.70	\$10.90	\$11.10	\$11.30	\$11.50
B Field	\$ 9.10	\$ 9.30	\$ 9.50	\$ 9.70	\$ 9.90
C Field	\$ 6.30	\$ 6.45	\$ 6.60	\$ 6.75	\$ 6.90

15. “Commercial” Use of Sports Fields
 Where a field is rented to a corporation other than a not-for-profit corporation, or to a partnership or to another person carrying on a business on commercial property, the fee shall be twice the fee set out in Section 14 above.

16. Park Special Access Contract

Under special circumstances as approved by the Director of Parks & Recreation Department or designate, access into or through a park will be considered. At the discretion of the Director or designation park access fees will be charged at a rate of \$55/per site visit and a minimum charge of \$110 will apply to all special access contracts.

17. Recreation Vehicle Parking

Under special circumstances as approved by the Director of Parks & Recreation Department or designate, recreational vehicles are permitted to park overnight in sportsfield parking lots. A fee of \$15 per vehicle each night will be levied.

SCHEDULE B

REGIONAL DISTRICT OF CENTRAL OKANAGAN

RESTRICTED ACTIVITY SCHEDULE

1. Exploitation, extraction or development of natural resources will not be permitted in Community Parks, except as required for purposes of park management.
2. Community infrastructure and facilities such as reservoirs, utility infrastructure, communication facilities, etc. will not be developed in Community Parks except as provided below:
 - absolutely no other site, outside a community park, is available or feasible; and
 - the development of the facility will not jeopardize the ability of the park to fulfill its purpose; and
 - the development is located and undertaken with a sensitivity to the park resources and the experience of the park visitor; and
 - the development avoids key park resources and focal points of use.

All criteria above must be satisfied

SCHEDULE C

COMMUNITY PARKS

DOGS ON-LEASH ALLOWED

IN SPECIFIED AREAS ONLY

1. All dogs on leash are restricted to trails and walkways within Community Parks unless otherwise posted. Trails and walkways are defined by a corridor, four metres wide with two metres on either side of the centreline of the trail or walkway unless otherwise posted.
2. No dogs are allowed in any body of water or wetland adjacent to or within the four-metre corridor of any trail, unless otherwise posted.
3. Dogs on bridges with or without side restrictions are restricted to the structure of that bridge if it passes over any body of water or wetland.

Black Canyon	Copper Ridge	Bridle Hill	Smith Ridge
Casa Loma Access #2	Eain Lamont	Coventry	Sunview Park and Trails
Deer Ridge	Glen Eagles Walkways	Faulkner Creek	Powers Point
Glen Abbey	Gregory Road Walkway	Glenrosa	Webber Road Walkway
Glenway	Jonagold	Harold	Rotary Beach
Horizon	Lindsay Court Walkway	Lakeview Cove Walkway	Philpott Trail
Last Mountain	Mclver	Mount Boucherie Sportfields	Westbank Community
McDougall Creek	Mission Ridge	McLeod	Three Forks
McMorland	Powerline Walkway	Rock Ridge	
Pine Ridge	Sandstone	Shannon View Walkway	
Saddle Ridge	Shannon Place	Shannon Ridge	
Shannon Lake Trails	Smith Creek	Smith Creek Walkway	
Shannon Way	Star	Stonegate	

DOGS OFF-LEASH ALLOWED

IN SPECIFIED AREAS ONLY

1. All dogs off-leash must be within constant sight and hearing of their owner.
2. All dogs off-leash are restricted to the defined “Off-Leash” areas.
3. Incidents of aggression by any dog against other dogs or people must be reported to RDCO Dog Control for investigation.
4. Dogs displaying aggression or violent behaviour toward other dogs or people may be denied future access to off-leash areas.

Gellatly Beach Off-Leash Area
