

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 1467

A bylaw to regulate the use of parks, public spaces, and community facilities in the District of 100 Mile House.

WHEREAS the Community Charter provides that Council may, by bylaw, establish regulations governing the management of property intended for recreational and community uses and to delegate certain powers to staff regarding the use of these facilities.

NOW THEREFORE the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

SECTION 1 - TITLE

- 1.1 This bylaw may be cited for all purposes as **“District of 100 Mile House Parks Public Spaces and Community Facilities Bylaw No.1467, 2026.”**

SECTION 2 - DEFINITIONS

- 2.1 In this bylaw:

“animal” means a mammal, reptile, amphibian, fish, marine animal or bird.

“Community Facilities” means a building, recreation facility or other land improvement located in a park or on any other land which the District owns or controls by means of a lease, license or other legal instrument, that is intended for athletic, social or recreational use by members of or visitors to the community.

“contaminants” means any waste, injurious or offensive matter or substance, including without any limitation anything that is capable of:

- (a) injuring or is capable of injuring the health or safety of a person, or
- (b) injures or is capable of injuring property or any life form, or
- (c) causes or is capable of causing material physical discomfort to a person,
- (d) damages or is capable of damaging the environment.

“Director of Community Services” means the individual who is appointed to administer the Community Service Department of the District or his authorized representative.

“District” means the District of 100 Mile House.

“natural park feature” means any tree, shrub, herb, flower, grass, turf, plant or vegetation of any kind as well as any soil, sand, silt, gravel, rock, mineral, wood, fallen timber or other material within a park.

“organized activity” means any activity which is pre-planned, involves a group larger than a single family unit and which limits general public access to a portion of the park or community facility or any activity that involves instruction or training.

“organized sport” means any game or sport which is played by two or more persons who play and/or practice together regularly as a team in a league or association.

“park” means any real property owned or subject to a right of occupation by the District for purposes of pleasure, recreation or community uses of the public including public parks, playgrounds, driveways, public squares, pathways, boulevards, play fields, linear parks, skateboard parks, hiking/biking/riding trails, and other public places and all improvements.

“park property” means any property within a park, including without limitation any building, structure, improvement, wall, fence, sign, seat, bench, or ornament of any kind.

“permit” means a license issued for the use of Parks or Community Facilities or portion thereof.

“public space” means any real property or portions of real property owned or subject to a right of occupation by the District, to which the public is ordinarily invited or permitted to be in or on, and includes but is not necessarily limited to, the grounds of public facilities or buildings, and parking lots.

“refuse” means all refuse, garbage, or other waste of any kind, including without limitation any food remains, containers, packages, bottles, cans or parts of them.

“special event” means any event or activity conducted within a park which attracts or is intended to attract participants or spectators.

“vehicles” means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled by any mechanical device or other motive power whatsoever, and shall include trailers, boats, boat trailers, bicycles, motorcycles, tricycles, rollerblades, and skateboards.

SECTION 3 – ENFORCEMENT AND DELEGATION

- 3.1 The following persons are authorized by the District to enforce the provisions of this bylaw:

Chief Administrative Officer (CAO)
Director of Community Services
Bylaw Enforcement Officer
Fire Chief/Deputy Fire Chief
Member of the RCMP

- 3.2 The Director of Community Services or designate is authorized to post signs and notices, or to order that signs and notices be posted, in parks, trails, public spaces and community facilities, that establish rules for the use of a park, trails, public space or community facilities, that are consistent with this bylaws, including rules that:

- (a) establish conditions for the use of certain areas;
- (b) designate areas in which certain activities are permitted or prohibited;
- (c) restrict, limit or prohibit access to certain areas; or
- (d) establish permitted hours of use.

- 3.3 A person must not interfere with, hinder or obstruct a person identified in Section 3.1, or any employee of the District, in the performance of their duties.

- 3.4 The Director of Community Services or designate may establish a system for the issuance of reservations for the use of park facilities by persons who receive a permit pursuant to this bylaw.

- 3.5 Where a person applies for a permit for use of parks or community facilities and requires the closure to the free use by the public of all or part of a park, no permit shall be issued by the Director of Community Services.

- 3.6 The Director of Community Services or designate may at any time temporarily close any park or part thereof to the use of the public if, in his/her opinion, such closure is necessary to prevent or assist in the prevention of a breach of peace or threat thereof, or to protect persons or property from injury or damage, or when works of maintenance, construction or repair are being carried out by or on behalf of the District.

SECTION 4 – DESIGNATED AREAS REQUIRING PERMITS

4.1 The following parks and community facilities requiring permits for use are as follows:

Centennial Park
100 Mile Community Hall
Martin Exeter Hall
100 Mile Lodge (Museum)
Visitor Information Centre
100 Mile Marsh
100 Mile House Airport
Temporary Road Closures

and any other park, public space or community facilities not listed above

SECTION 5 – REGULATIONS

5.1 DAMAGE

No person shall within a park or community facility:

- a) cut, break, remove or in any way destroy, damage or deface any natural park feature.
- b) destroy, damage or deface any park or community facility.
- c) damage, deface, clutter or block any boulevard, driveway, roadway, trail, path or lane.
- d) climb, walk or sit upon any wall, fence or other structure in or upon any park or community facility or boulevard, unless it is designed and intended for such purpose.
- e) foul, pollute or otherwise introduce any contaminant or refuse into any area of water including a stream, lake or pond.
- f) deposit any waste, contaminant or offensive matter or other substance of any kind except in receptacles provided for such purposes.
- g) cross, travel on or walk upon any grassed plot or land where signs have been posted forbidding such use.
- h) Willfully, maliciously or carelessly let off, turn on, or discharge any water so that the water runs to waste out of any tap, pipe or other fixture within the park or at a community facility.

- i) throw or place any lighted match, cigar, cigarette or similar thing or any burning substance.

5.2 BEHAVIOR AND CONDUCT

- a) Every person within a Park or Community Facility shall observe and obey all Federal and Provincial statutes, District bylaws, regulations, enactments and policies including without limitation all signs and posted notices.
- b) No person shall possess or consume liquor or alcoholic beverages within a Park or Community Facility without valid and legally required permits.
- c) No person shall enter any water in, on or adjoining any beach, swimming pool or wading pool unless such person is wearing a bathing suit or other appropriate swimwear.
- d) No person shall enter any water in, on or adjoining any beach or any swimming pool or wading pool if such person has a contagious or communicable disease.
- e) No person shall on any beach, or any swimming pool or wading pool, or in or on any water in, on or adjoining any park or beach disobey any command or order from any person duly authorized to give such command or order, including any manager of any pool or facility or any lifeguard.
- f) No person shall obstruct or cause to be obstructed, any official employee, agent or contractor of the District in the exercise of any of his lawful duties.
- g) No person shall ride, drive or lead any animal or drive or propel any vehicle in such a manner as to disturb the enjoyment of any person, or to cause injury or damage to any person, animal, park property, personal property, or natural park feature.
- h) No person shall conduct himself in a disorderly, dangerous or offensive manner.
- i) No person shall make or cause noises and sounds, including the playing of musical instruments, radios, tape players, compact disc players or similar devices or the operation of vehicles, which disturbs or tends to disturb the peace, quiet, enjoyment or comfort of persons in the vicinity.
- j) No person shall loiter or take up a temporary abode overnight in any park.
- k) No person shall ride a bicycle, except on roadways specifically designated for such use by way of signs or posted notice by the Director of Community Services or designate.

- l) No person shall ride, drive, or lead any horse, ride or park any vehicle or bicycle, roller skates or skate boards, or other means of travel unless the park or portion thereof has been specifically designated for such use.
- m) Other than park maintenance staff in the performance of their duties, no male person shall enter any portion of any bathhouse, change room, or rest room set apart for the use of female persons in or on any park, and no female person shall enter any portion of any bathhouse, change room or rest room set apart for the use of male persons in or any park.

5.3 HOURS OF OPERATIONS

No person shall:

- a) enter, occupy, or be present in any park for any purpose whatsoever during the hours when the Park is closed as indicated by sign or posted notice or where no hours are posted between the hours of 11 p.m. and 6 a.m. of the following day.
- b) at any time, camp within a motorhome, recreational vehicle, or vehicle of any type.

5.4 OTHER REGULATED ACTIVITIES

5.4.1 Except as authorized by a permit issued pursuant to Section 4.1 of this bylaw, no person shall, in a park:

- a) carry or discharge any firearms, or fireworks of any description or explode any combustible or other explosive materials'.
- b) sell, expose or display for sale or exchange or barter any goods or materials, including food and refreshments.
- c) conduct any business, or offer any service for a fee.
- d) post, paint, affix, distribute, deliver, paint or publish any notice, advertisement, sign, placard or hand-bill of any kind whatsoever.
- e) organize, conduct or participate in any special event, procession march, drill, performance, ceremony, concert, gathering or meeting without first obtaining a permit as required in Section 6 of this bylaw
- f) organize, conduct or carry on any public address or demonstration.
- g) operate any amplifying system or loud speaker.
- h) organize, conduct or participate in any film or videotape production.

- i) drive, stop, park or operate any motor vehicle, other than in an area designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- j) make, set, light, or keep lit a fire, including without limitation in or upon any beach except that fires are permitted in areas specifically designated for such purposes by way of signs or posted notice by the Director of Community Service or designate.
- k) No person shall feed any wildlife in a park.

5.4.2 Any person may conduct, hold or participate in any of the activities set out in Section 5.4.1 where such person is:

- a) the holder of a valid and subsisting park permit issued under Section 3 4.1 of this bylaw; or
- b) a participant in an activity for which a valid and subsisting park permit has been issued to another person under Section 3 4.1 of this bylaw.

5.5 ANIMALS IN PARKS AND TRAILS

5.5.1 No person shall in any park:

- a) molest, disturb, frighten, or injure any animal; or
- b) abandon any animal.

5.5.2 Every person owning or having the care, custody or control of any animal shall prevent that animal from:

- a) being in an area in a park designated as a prohibited area for animals by way of signs or posted notice by the Director of Community Service or designate.
- b) being anywhere in a park, unless the animal is securely held on a leash and under the direct and continuous charge of a person who is competent to control it.
- c) swimming or entering in any body of water or being upon any ice in case such body of water is frozen.
- d) causing any annoyance or disturbance or injuring any person or other animal in any park or trail.

5.5.3 Persons having custody, care or control of any dog shall be permitted to bring or have the dog in parks provided that the dog is kept under the immediate charge and control of that person and provided that the dog does not enter the following areas:

- a) beaches between the 15th day of May and the 15th day of September in each year; and
- 5.5.4 Every person owning or having the care, custody or control of a horse shall prevent that horse from being anywhere in a park, except in those areas specifically designated for such purpose by way of signs or posted notice by the Director of Community Service or designate.
- 5.5.5 Section 5.5.2(a) of this bylaw does not apply to any guide dog under the care, custody or control of a visually impaired person.
- 5.5.6 Any person who brings a animal into such a park shall remove from the park all excrement deposited in the park by the animal.

5.6 GAMES

- 5.6.1 No person shall play at any game whatsoever in any portion of any park, including without limitation:
 - a) any ball game, including baseball, volleyball, football or soccer
 - b) play golf or strike a golf ball
 - c) shoot an arrow or practise archery
 - d) throw lawn darts
 - e) throw horse shoes

except where such areas are designated for such use or uses by way of signs or posted notice by the Director of Community Services.

- 5.6.2 No person shall fly a motor-driven airplane, a drone, a hang-glider or any other aircraft, or take off or land such aircraft, in any portion of any park or trail, except where such areas are especially designed by way of sign or posted notice by the Director of Community Service or designate.

5.7 MOTORIZED TRAFFIC

Where in the opinion of the Director of Community Services or designate, and, subject to the Motor Vehicle Act, R.S.B.C.1996, c318, it is necessary for public safety and convenience, the Director of Community Services or designate may close any roadway, path or other area within any park to public use, and may limit the speed, weight, size, type or number of vehicles which may be operated on any roadway in any park.

SECTION 6 – PERMITS & FEES

- 6.1 The District may enter into written agreements that include fees and charges for the use of certain District parks, public spaces and community facilities with individuals, non-profit organizations and any other user that the District deems to be an appropriate user of the park or facility.
- 6.2 Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate application form as outlined in the Municipal Facilities and Events Booking Policy, signed by the applicant or an authorized agent of the applicant and shall be accompanied by the booking fee and security deposit as specified in the current Fees & Charges bylaw.
- 6.3 When approving a Municipal Facilities and Event Booking application, the Director of Community Services, or his/her designate, may impose one or more of the following terms and conditions:
- a) the location and times during which the event may be carried out;
 - b) that the applicant supply additional services necessary for the event, including but not limited to sanitary, health, emergency, security, traffic control and police services;
 - c) restrictions on the number of person who may attend or participate in the event;
 - d) restrictions on the use of generators, sound amplification and public address systems, the playing of live or recorded music, and the placement of temporary structures with the event;
 - e) that the applicant provide a damage deposit;
 - f) that the applicant provide proof of liability insurance in an amount and in a form approved by the District; and
 - g) that the applicant obtain other associated permits or approvals.
- 6.4 Should the applicant fail to comply with this bylaw or the terms and conditions of the park permit, then in addition to any other enforcement action or penalties:
- a) the District may revoke the Permit;
 - b) the applicant may be required to pay the District's costs in undertaking any remedial work necessary to repair any damage to the park a natural park feature, public space or community facility; and
 - c) the damage deposit paid by the applicant may be withheld and applied towards the costs incurred by the District in performing the remedial work referred to in Subsection (b) above.

SECTION 7 - INSURANCE

All users, renters or permittees must supply the District a Certificate of Insurance with insurance requirements as shown in Schedule "A" attached to and forming part of this bylaw.

SECTION 8 - ENCROACHMENTS

- a) No person shall encroach upon any lands within a Park or upon a Community Facility for his or her own purposes.
- b) No person shall erect, construct, build, occupy or cause to be erected, constructed, built or occupied, in any Park or at any Community Facility or on any boulevard any tent, trailer, mobile home, building, shelter, pavilion, or any other construction whatsoever; except with the prior written permission of the Council.
- c) The District may remove or cause to be removed from any park or any community facility any encroachment, temporary abode, tent, building, shelter, pavilion, structure or other construction whatsoever located within a park or at a community facility contrary to the provisions of this bylaw at the expense of the responsible person(s).

SECTION 9- PENALTY

- 9.1 Any person who contravenes a provision of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses, omits, or neglects to fulfil, observe, carry out or perform any duty or obligation imposed in this bylaw is guilty of an offence and;
 - a) on summary conviction is liable to a fine of not less than \$500 and not more than \$10,000.00.
 - b) on conviction of a bylaw offence under the District of 100 Mile House Bylaw Notice Enforcement Bylaw No. 1429, 2026, is liable for the penalty imposed under that bylaw; and
 - c) subject to penalties imposed by way of a bylaw offence notice or as otherwise permitted by law.
- 9.2 Each day during which violation of this bylaw is continued shall be determined to constitute a new and separate offence.

SECTION 10 – SEVERABILITY

If any section, paragraph or phrase of this bylaw is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

SECTION 11- REPEAL

The District of 100 Mile House Parks and Community Facilities Bylaw No, 1313-2017, and amendments thereto are hereby repealed.

READ A FIRST, SECOND AND THIRD time this 10th day of March, 2026.

ADOPTED this 24th day of March 2026.

Mayor

Clerk

DISTRICT OF 100 MILE HOUSE

Parks, Public Spaces and Community Facilities Bylaw No. 1467, 2026

SCHEDULE A – INSURANCE REQUIREMENTS

INSURANCE CLAUSES

District of 100 Mile House, hereinafter called the “**District**”.

At all times during the term of this agreement, the Transferee/Tenant/Permittee shall at no expense to the District, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Transferee/Tenant/Permittee of the lands and premises which are the subject matter of this agreement. Such insurance shall add the District as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than TWO Million Dollars (\$2,000,000) per accident or occurrence and Host Liability must be added if Permittee is serving alcohol.

Upon signing this Permit/Agreement the Transferee/Tenant/Permittee shall promptly forward a certificate of insurance including insuring agreements acceptable to the District. Should the insurance policies under which the certificate is drawn expire during the term of this agreement or any extension or renewal thereof, the Transferee/Tenant/Permittee shall forward a renewal insurance certificate to the District thirty (30) days prior to the expiry of said insurance policies on a form satisfactory to the District.

All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless 30 days written notice has been given to the District.

Should the Transferee/Tenant/Permittee fail to supply the insurance certificate prescribed by this permit/agreement, then such permit/agreement may be terminated by the District.

Release of Liability

The Transferee/Tenant/Permittee hereby agrees to unconditionally **INDEMNIFY** and **SAVE HARMLESS** the District, its agents or employees, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions which may arise as a consequence of, or resulting from, any failure by the Transferee/Tenant/Permittee whatsoever; **(EXCEPT SUCH AS MAY ARISE OUT OF THE ACTS, FAILURES TO ACT OR NEGLIGENCE OF THE DISTRICT OR ITS AGENTS OR EMPLOYEES) IN CONNECTION WITH:**

- a) Any breach, violation or non-performance of any covenant, regulation, condition or term of this agreement to be fulfilled, kept, observed or performed;
- b) Any act or omission of the Transferee/Tenant/Permittee;
- c) Any damage to property while said property shall be in or about the lands and premises which are the subject matter of this agreement; and
- d) Any injury to any licensee, invitee, agent or employee of the Transferee/Tenant/Permittee, including death resulting at any time therefrom occurring in or about the lands and premises which are the subject matter of this agreement, including all costs and all legal fees and all disbursement in connection herewith.

The indemnity shall survive the expiry or sooner termination of this agreement.