

**BYLAW 2018-0005**

BE IT ENACTED AND IT IS HEREBY ENACTED AS:

A BYLAW PERTAINING TO THE RIGHT OF ENTRY, USE AND OCCUPANCY OF  
ATTON'S LAKE REGIONAL PARK

- Short Title      1. This bylaw may be sited as the "Entry, Use and Occupancy Bylaw"
- Definitions      2. In this bylaw, and any other bylaws or by-laws of the Atton's Lake Regional Park Authority, unless the context otherwise specifies or reflects:
- a) "Camp" means to remain overnight within a tent, trailer, motorhome, camping unit, or other temporary shelter;
  - b) "Campground" means an area in the Park designated by the Park Authority for the use of the public for camping purposes;
  - c) "Campsite" means an area within a public campground, or portion of public space that which is designated to provide for overflow camping, intended to accommodate a camping unit;
  - d) "Houseboat" means a watercraft equipped for use as a domicile;
  - e) "Motor Home" means a motor vehicle, which has living quarters constructed therein, and which is licensable under the laws of a province, state, or country;
  - f) "Occupy" means to reside in, to hold or dwell in, or on, or use an area or venue for any period;
  - g) "Officer" means any person employed, or appointed thereto, in connection with the administration and management of Atton's Lake Regional Park and/or Atton's Lake Regional Park Authority Board;
  - h) "Park" means the Atton's Lake Regional Park;
  - i) "Park Authority" means the Atton's Lake Regional Park Authority Board;
  - j) "Park Pass" means any entry pass issued to allow access to Atton's Lake Regional Park per the duration specified by said pass.

- k) "Picnic Grounds" means an area in the Park designated by the Park Authority for use by the public for day use picnic purposes;
  - l) "Travel Trailer" means a structure of any combination of materials, erected on a chassis with wheels attached, designed for use as living quarters, capable of being transported behind a motor vehicle and licensable under the laws of a province, state, or country;
  - m) "Tent" means a structure of canvas, or other fabric or synthetic materials supported by a pole or poles, rope, or other device;
  - n) "Vehicle" means any means of transportation which is licensable under the laws of a province, state or country;
  - o) "Venue" means a location within the park where development of fixtures, buildings, and facilities for public use are found.
3. The Park Authority may, by resolution, prescribe fees for park passes, permits, user fees, contracted stays and/or leases regarding all of the following:
- a) entry to the park;
  - b) access to, and/or use of, any area or venue within the park;
  - c) occupation on any land, public space, and/or building within the park;
- said fees may be prescriptive to time frames, purposes and/or special circumstances as required by the Park Authority from time to time.
4. A seasonal park entry pass in the form of a sticker must be affixed to the vehicle for which it was issued;
- a) in the upper left of the windscreen in such a manner as to be readily recognizable to an officer;
  - b) in the absence of a windscreen a seasonal park pass must be affixed to the vehicle in an equally visible manner;
  - c) any seasonal park pass not affixed to a vehicle as stated in subsection a) or b) is considered void and shall be surrendered to an officer upon request.
5. A seasonal park entry pass is valid for the period of May 1 in the year that it is issued through April 30 of the following year and may be used for any number of entries to the Park in that period of time.
6. No vehicle, person or group shall enter, use and/or occupy any area or venue in the Park except under the authority of a valid park pass, permit, user fee receipt, contract and/or lease issued pursuant to this herein bylaw, as the case may be, excepting the following:

- a) emergency vehicles and/or members of an emergency team, dispatched to carry out an emergency service;
  - b) service vehicles and/or members of a service crew dispatched to carry out a particular service;
  - c) any others by order of the Park Authority or officer as permitted from time to time.
7. The Park Authority may take adequate precautions including the erection of park control gates to ensure that the required park user pass or permit has been acquired. An officer may stop and inspect any vehicle within or entering an area for which a park user pass or permit is required;
8. The Park Authority, or any officer assigned the responsibility by the Park Authority, shall not be liable for any damage occurring as a result of measures taken to ensure that a park user pass or permit has been secured;
9. The existence of a valid permit, user fee receipt, contract and/or lease with the Park and/or Park Authority does not excuse the holder of that from:
- a) acquiring, at their own cost, a valid park pass for the duration of time required in order to exercise the rights as which are permitted by said permit, user fee receipt, contract and/or lease, or for any duration of that time that they require to access the park; or
  - b) from displaying that park pass in such a manner as to be readily recognizable to an officer of the park.
10. Where any park pass is lost or ruined, a new pass must be obtained.
11. The park is under no obligation to replace a park pass, camping permit, special use permit, contract and/or lease or to reimburse any person or group, in part or in whole, for any amount paid in respect to a park pass, user fee, camping permit, special use permit, contract and/or lease in the event of:
- a) loss or ruination of such;
  - b) cancellation or revocation of a permit, contract and/or lease for which there was need of such;
  - c) failure to carry out the duration or use of said permit, contract and/or lease for which the fee was paid or pass, camping permit, special use permit, contract and, or lease was issued;
  - d) eviction of persons and/or pets pursuant to any Park or Park Authority bylaw or regulation;
  - e) any camping fee that is deemed non-refundable pursuant to any Park or Park Authority refund policy;
  - f) weather;
  - g) wildlife or insects;
  - h) acts of god;
  - i) air quality;
  - j) fire ban; or
  - k) quality of lake water.

12. A valid camping or accommodation receipt will be considered as a campsite and/or accommodation user permit issued for the time frame as indicated thereon.
13. An officer may, without notice to a permit, contract, and/or lease holder, cancel such where the holder thereof fails, neglects or omits to:
  - a) furnish correct information to secure a permit, contract and/or lease or to maintain a permit, contract and/or lease in force or where for such purpose furnishes information which is false or misleading;
  - b) comply with the conditions of said permit, contract and/or lease or
  - c) comply with the directive of an officer pursuant to any Park or Park Authority bylaw and/or regulation.
14. No private cabin may be placed or erected in the park excepting:
  - d) with the existence of a valid cabin lot lease contract and on only that lot as indicated in said lot lease contract;
  - e) with written approval of the Park Authority and per the requirements of the Park Authority;
  - f) with written approval and per the requirements of local, regional or provincial authorities, where applicable; and
  - g) that which complies with the Canada Building Code.
15. Silver Willow Road lots may have only a licensable trailer or motor home on the lot for purpose of residency or occupation.
16. With the exception of the Silver Willow Road leased lots, travel trailers, motorhomes or like transportable shelters intended for recreational purposes may not be placed on any leased cabin lot for the purpose of residency or occupation excepting:
  - a) with the written consent of the Park Authority, and then only per the requirements therein provided; or
  - b) for a duration of less than four nights, after which regular non-serviced camping fees shall be remitted to the park;
17. Occupancy of leased cabin lots shall be considered to be either of:
  - a) Seasonal Occupancy, that being residence which is not a sole or primary Canadian residence of the leaseholder(s) or tenant(s) thereof; or
  - b) Primary Occupancy, that being residence which is the sole or primary Canadian residence of the leaseholder(s) or tenant(s) thereof.
18. No property of any park user may be parked, abandoned and/or stored on any public space within the Park for more than 48 consecutive hours in the absence of a valid storage contract as may be required by the Park Authority.

- a) any property deemed to have been thusly parked, abandoned or stored may at any time be considered by an officer to be subject to contracted storage;
  - b) an officer may, without notice to the owner of property deemed to be subject to contracted storage for which a contract has not been satisfied, may remove and/or dispose of such property as deemed appropriate by said officer.
19. Occupancy of any length in a campsite or other area designated for camping must facilitate a tent, travel trailer, motorhome or transportable shelter intended for the purpose of temporary recreational lodging and must not facilitate bunkhouses of any kind.
20. Overnight occupancy in a campsite or other area designated for camping shall not be permitted to individuals of lesser than 19 years of age in the absence of a guardian of a minimum 19 years of age.
21. Overnight occupancy in the park shall not be allowed:
- a) on a houseboat, or any watercraft, dock or apparatus on the lake;
  - b) in the picnic grounds;
  - c) on or in any other public area, building or venue in the park, with exception of areas specifically designated for overnight camping or lodging;
22. No person or group shall make use of an area designated as a campsite for parking, picnicking or any other purpose in the absence of a valid camping permit or written consent of the Park Authority.
23. No person or group shall make use of any area in the park for any purpose other than to reside, whether permanently or temporarily, or for recreational purposes as which pertain to the park's objectives without written consent of the Park Authority and any other local, regional or provincial authority as which may be applicable to that purpose.
24. An Officer may:
- a) prescribe the conditions by which quiet is maintained between the hours of 11 o'clock in the evening and 8 o'clock in the morning, central standard time;
  - b) prescribe the hours during which any public area, building, venue, campground and/or campsite may be used or prohibit or discontinue its use at any time for such period as deemed necessary in the interest of safety, security and/or peace;
  - c) enter a public area, building, venue, campground and/or campsite for inspection thereof;
  - d) require that a public area, building, venue, campground and/or campsite be vacated if deemed necessary;
  - e) order the removal from the park of any structure or vehicle that is deemed unsightly, a nuisance or fire hazard or is likely to cause injury and/ or damage to persons and/or property.

- 25. No person shall discharge, in any area within the Park, black or grey sewage waste matter and/or petroleum product from a domicile, vehicle, motorhome, travel trailer, houseboat or any such appurtenance other than into a sewage system or containment receptacle designed for such purpose.
- 26. All that is enacted herein supersedes any previous bylaw or regulation of the Park or Park Authority where the same matter may apply.

**CERTIFICATION**

- 27. The above is certified to be a true copy of Bylaw 2018-0005 as adopted by the Atton's Lake Regional Park Authority Board at their meeting held on

DECEMBER 12, 2018

  
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Chairperson

- 28. The above is certified to be a true copy of Bylaw 2018-0005 as adopted by the Atton's Lake Regional Park Authority Board at their meeting held on

DECEMBER 12, 2018

  
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Secretary

SEAL:

