

The Regional District of Nanaimo (RDN) is seeking **proposals for the 2017-2021 operation of Descanso Bay Regional Park (DBRP)**. The Regional Park is located on Taylor Bay Road, one kilometer from Gabriola Island's Descanso Bay Ferry Terminal, a 20 minute ferry crossing from Nanaimo, BC.

Submissions clearly labeled ***Park Operator Proposal for Descanso Bay Regional Park*** will be received up to **15:00:00 hours, Tuesday, 14 March 2017**. Submissions containing three (3) hard copies of each proposal plus one (1) digital copy prepared in PDF format (CD) should be addressed and delivered by mail or in person to:

Attn: Elaine McCulloch
Regional District of Nanaimo
Recreation and Parks Department
Oceanside Place
830 W. Island Highway
Parksville, B.C. V9P 2X4
emcculloch@rdn.bc.ca

Proposals may be withdrawn before the deadline upon emailed notice to Elaine McCulloch. Proposals withdrawn may be replaced by alternative proposals provided emailed notice of intent is delivered to Elaine McCulloch at least 24 hours before the deadline for closing noted herein.

Proposals must remain valid for 60 days following the closing time and date. Proposals are irrevocable after the closing time and date.

A mandatory site visit is scheduled for 10:00 a.m., Thursday, 23 February 2017.

The Regional District of Nanaimo reserves the right to reject any and all proposals for any reason or to accept any proposal in whole or in part on the basis of proposals received, which the RDN in its sole unrestricted discretion deems most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The responder acknowledges the RDN's rights under this clause and absolutely waives any right of action against the RDN for the RDN's failure to accept the responder's submission whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction or approval by the Board of the RDN or the officer or employee of the RDN having authority to accept the proposal.

Proposals may be withdrawn before the deadline upon written or faxed notice to Elaine McCulloch at the address or to the fax number noted below. Withdrawn proposals may be replaced by alternative proposals providing written or faxed notice of intent is delivered to Elaine McCulloch at least 24 hours before the deadline for closing noted herein.

Unless otherwise requested in writing by the designated RDN contact Elaine McCulloch, a proponent must not contact or communicate with any elected or appointed officer or employee of the RDN other than the designated contact in relation to the proposal prior to the award of such proposal by the RDN, officer or employee of the RDN having authority to accept the proposal. Any such communication will result in disqualification of the proposal from further consideration.

The Regional District of Nanaimo is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. While Section 20 of the *Act* does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the RDN can or will be held in confidence.

Proponents must register by email with Elaine McCulloch to receive further information and addenda specific to this solicitation.

All questions regarding the specification in this solicitation must be submitted in writing to:

Elaine McCulloch, Parks Planner, emcculloch@rdn.bc.ca, (250) 248-4744.

Issued 06 February 2017

Request for Proposals

Park Operator for Descanso Bay Regional Park

1. Purpose

The RDN seeks a qualified and motivated contractor able to operate and manage DBRP, a 15.8 hectare (39 acre) waterfront park with 32 regular wooded campsites, 1.4 km of trails and a day use area with a car-top boat launch and picnic tables, for the five-year period April 1, 2017 to December 31, 2021.

2. Scope of Work

The Park Operator will occupy, maintain and secure the park grounds 365 days per year; steward the natural environment; undertake general and preventative maintenance of park facilities and equipment; run high and low season camping, camping reservations, special park use services; manage and track public day use and camping use of the park; and deliver or facilitate the delivery of a mix of park services such as small boat rentals, concession, nature interpretation, or programmed recreation. All operations carried out at DBRP must be to the direct benefit of the regional park.

All revenues collected at DBRP are to the park operator, as are all park operating and preventative maintenance expenses. The park operator has use of the gatehouse, garage, and drinking water system within stipulated limits. The park operator is responsible for supplying all other vehicles, tools, equipment, services and structures needed to support their proposed operating plan.

The RDN is responsible for overseeing park operations and management; planning and developing capital improvements at DBRP; providing basic operational facilities including the water system; monitoring park operator performance and use of the park; and working with the park operator to see that park goals are met; and granting an operating subsidy to the park operator if required.

The successful responder to the Request for Proposals will be the one who provides a sound business plan that squarely focuses on the operation of a safe, inviting and modest family campground park, and on the stewardship of this environmentally valuable waterfront park.

3. The Park and Park Goals

Descanso Bay Regional Park (DBRP) is a 15.8 hectare oceanfront property, located on Taylor Bay Road one kilometre from Gabriola Island's Descanso Bay Ferry Terminal. The Park features a 32-site, wooded campground, day use area with car-top boat launch, trails, garage and gatehouse. The property is serviced by BC Hydro and telephone, and an upgraded park treated drinking water supply system (2012).

The park functioned as a campground for many years prior to the RDN acquiring it as a Regional Park in 2002 and is the only public campground on Gabriola Island. The park provides alternative

accommodation for visitors to Gabriola Island, a popular Gulf Island tourist destination. The car top boat launch is well used by locals and visitors to provide marine access to Malaspina Galleries and provides a link to the BC Marine Trail Network for kayakers paddling around the southern Gulf Islands. The park's trail system features a waterfront trail which provides access to two popular swimming and oyster beaches, other park trails connect with the extensive trail network in the adjacent Cox Community Park.

The 2004-09 Management Plan for DBRP is attached. The Plan sets out the policies underlying the management of the Park, as well as guidelines for the operation and maintenance of the Park. The roles and responsibilities of a Park Operator are detailed in the Plan and further prescribed in the attached draft DBRP Operating Agreement.

The following tables provide information on park occupancy, revenues and selected expenses over the last several years. The expenses data in no way reflects the total cost of operating DBRP. The revenue data reflects one particular approach to delivering services at DBRP.

DBRP Campground Site Nights / Occupancy 2005-2015

	Full Year (Jan-Dec)		High Season (May-Sept)		High Season (July-August only)	
	total site nights *11680	occupancy rate	total site nights *4896	occupancy rate	total site nights *1984	occupancy rate
2005	1091	9%	1089	22%	807	41%
2006	1381	12%	1323	27%	916	46%
2007	1534	13%	1452	30%	1041	52%
2008	1744	15%	1730	35%	1166	59%
2009	1724	15%	1648	34%	1162	59%
2010	1651	14%	1541	31%	1123	57%
2011	1532	13%	1485	30%	1031	52%
2012	1549	13%	1435	29%	1058	53%
2013	1567	13%	1486	30%	986	50%
2014	1772	15%	1645	34%	1152	58%
2015	2080	18%	1993	41%	1511	76%

* possible site nights

DBRP Campground Revenues (\$) 2010 – 2015

	2010	2011	2012	2013	2014	2015
Sales (concession, firewood)	1,300	1,300	1,839	1,304	1,194	1,850
Campground Fees	27,237	25,986	26,135	26,443	29,712	34,958
Total Revenue	28,537	27,286	27,974	27,747	30,906	36,808

DBRP Campground Expenses (\$) 2010 – 2015, Selected

	2010	2011	2012	2013	2014	2015
concession, stock	758	434	273	158	370	242
firewood, stock	214	625	1,007	180	350	345
utilities - BC Hydro	1,233	1,317	1,156	916	941	884
utilities - garbage removal	932	1,505	1,206	1,694	1,874	2,617
utilities - septic pump & haul	0	962	1,120	0	1,062	1,093
telephone	1,634	1,425	1,556	1,993	2,491	2,617
internet	728	835	1,018	890	1,279	1,316
supplies & materials	1,974	2,176	2,269	2,359	2,930	3,494
repair and maintenance	1,187	800	2,009	15	230	30
RDN Contract Fee	5,000	5,000	5,000	5,000	5,000	4,000

4. Park Facilities

	#	Comments
Campground		
regular sites	29	reservable
walk in sites	3	reservable; sites #8, #9, #11
Day-Use Areas		
waterfront picnic area	1	1200 sq.m. rough grass field, mown; 20 picnic tables; car top boat launch; 15 car gravel parking lot
old house point	1	600 sq.m. rough grass open area, mown
group activity field	1	1,200 sq.m. rough grass field, mown
old orchard	1	900 sq.m. rough grass field, mown
Boat Launch, car top		
day use area	1	
Toilets, double vault		
mid-park	2	one location with two toilet enclosures
west-park	2	one location with two toilet enclosures
Structures		
gate house & RV pad	1	
garage	1	
water treatment / pressure pump shed	1	
pumphouse	1	
dumpster surround	1	
woodshed	1	
Water Source		
standpipes, public	4	c/w drain pads with french drains at each standpipe
hosebib	1	gatehouse hosebib
Water		
well pump (well head)	1	located in pumphouse
UV system	1	
filter	1	
wellhead	1	54.8 meters deep
cistern	1	polyethylene, 9.0m ³ (2,000 imperial gallon) capacity
distribution pipe	675 l.m.	3 inch PCV pipe
portable generator	1	for emergency power outages

Other		
kiosks	3	
tractor	1	1966, Nuffield, Leyland; owned and ICBC insured by RDN
entrance sign	1	4 post, cedar
other signage		
gate	1	metal; 1 front gate + 2 internal gates
recycling container set	1	
garbage cans		
Grounds		
trails	1,400 l.m.	natural surface/gravel
roads	1,200 l.m.	gravel
parking lots	2	upper (20 stalls); waterfront day-use area (15 stalls)
stairs	3 sets	wood with non-slip mesh
fencing, hazard/delineation	200 l.m.	split rail
fencing, perimeter	500 l.m.	chain link
bollards	4	3 in day-use picnic area, 1 at trail to old house point day use area
septic field & tank	1	serves the gatehouse
bridge	1	on old orchard waterfront trail; wood with non-slip mesh

5. Fees

DBRP basic fees (excluding taxes) are established by the Board of the Regional District of Nanaimo as set out in *Park Use Regulation Bylaw 1399* and its amendments.

High Season (April to September)

- All sites: \$17.00 per night
- Extra vehicle: \$8.50 per night
- Extra vehicle consecutive-day stay pass: \$55.00.

Off-season (October to March)

- All sites: \$10 per night
- Extra vehicle: \$5 per night

Non-profit youth group camping rate: \$2.50 per head per night

All other fees, e.g. for reservations and cancellations, firewood, programmed recreation, rental, and retail are as proposed by the park operator and authorized by the RDN. No day-use fees, including day-use parking, will be permitted at DBRP.

6. Standards and Operational Responsibilities

Unless otherwise specified, the standard of operations at DBRP is expected to be on par with that used at BC Parks. Below is a summary of RDN and operator responsibilities.

RDN	Park Operator
Hazard Trees	
Following each Meeting #2, the RDN shall undertake an annual hazard tree assessment at the Park with input from the Park Operator, and identify any required falling to be completed by the RDN.	Following each Meeting #2, the RDN shall undertake an annual hazard tree assessment at the Park with input from the Park Operator, and identify any required falling to be completed by the RDN. The Park Operator shall carry out any cleanup resulting from the falling.
	The Operator may make use of downed trees or Hazard trees felled for safety reasons in campground operations, not including sale of firewood.
	All wood to be returned to ground, except where whole stem lengths can be used for barrier, edging or simple bench purposes.

RDN	Park Operator
Fire	
Provide Operator with campfire/smoking ban signage.	Keep grass in day-use areas and along roads well mowed during fire season. Liase with the Gabriola Fire Chief on fire risk and fire risk monitoring at the park and ensure that all fire bans are posted and obeyed.
	Ensure one S100 trained park employee is at the park at all times from August through September.
Garbage and Recycling	
Provide recycling containers.	Maintain tidy, animal proof garbage and recycling system. Remove garbage and recycling regularly from the Park.
Water System	
Oversee operation of system. Supply regular maintenance parts for water treatment plant. Receive water sampling results from Island Health (Vancouver Island Health Authority) and monitor quality. Post annual water quality report on RDN website. Liaise with Island Health and work to improve the system as directed.	Carry out weekly water sampling from May-September and monthly sampling from October to April; provide samples to BC Centre for Disease Control. Carry out bi-annual sampling in May and October; provide samples to North Island Labs, or as directed by the RDN. Replace UV bulb as needed. Replace filters as required (3-4 times per year). Undertake a seasonal shut down of the water system in Oct/Nov before freezing weather starts each year.
Structures and Signage	
Undertake large maintenance and/or capital projects and replace/update signage when necessary.	The Operator is responsible to undertake minor repairs under \$500 and provide general upkeep of all structures and signage.
Environment	
Oversee stewardship of lands and waters.	Use environmentally friendly cleaning products only and apply no pesticides or herbicides.
	Undertake regularly scheduled monitoring of the Park's natural features and environmentally sensitive areas.
	Ensure that wood on the ground remains in the Park. No wood from the park is to be used for firewood or for the production of milled lumber.

RDN	Park Operator
General Safety and Security	
Advise on public safety and enforcement issues. Follow-up on any RCMP files. Update Park Use Regulation Bylaw 1399.	Uphold Park Use Regulation Bylaw 1399 and its amendments. Advise the RDN of any incidence involving the RCMP or other emergency personnel when incident occurs and submit a report within 24 hours. Address expeditiously any hazard that may arise and block public access with clear signage until hazard is resolved. Notify the RDN regarding any Hazards that the Operator cannot mitigate or resolve on an immediate basis. Ensure staff trained in emergency level first aid are available at the park at all times during July and August and all weekends, holidays and holiday long weekends during the remainder of the High Season. Maintain first aid kit and refresh as required.
	Ensure staff is on-site twenty-four hours a day during July-August and on all holidays and holiday long-weekends during the reminder of the high-season. Patrol all of the park once a day during the high season and once a week in the low season. Manage gates and secure as required. Regularly monitor the southern Park boundary to ensure the fence has not been damaged or breached. Ensure all park staff have cleared a criminal record check before they start work at the Park.
Toilets and Fire Pits	
Provide fire pits as required.	Maintain inside and outside of toilets in a clean and tidy condition. Have vaults serviced on an annual basis. Maintain one fixed-in-place metal fire pit per campsite, cleaned after each vacancy. Only metal fire pits are permitted.
Picnic Tables	
Provide picnic tables as required.	Ensure each campsite has a table and that the table is kept in the campsite. Make some tables available in day-use areas. Undertake regular maintenance of tables including staining and replacement of top or seat boards. Maintain table inventory (number and condition).

RDN	Park Operator
Roads, Trails and Grounds	
Following each meeting #2, The Park Operator and RDN staff shall jointly identify any required trimming and brushing to be carried out by the Park Operator.	Following each meeting #2, The Park Operator and RDN staff shall jointly identify any required trimming and brushing to be carried out by the Park Operator.
Undertake road grading and arrange for dust suppressant application. Provide signage. Approve any additional trail development/improvements.	Maintain trails. Keep all campground lanes, campsites and day use areas mowed, clean and tidy. Brush around signage, structures and gates. Maintain all sign posts and barriers in full upright position. Remove graffiti when found. Maintain a neat and presentable park. Install/post park signage and carry out all minor road maintenance tasks such as pothole repair and speedbump relocation.
Promotion and Marketing	
Purchase entry for park in annual BC Accommodation Guide. Promote park on RDN website, in the RDN's Regional Parks and Trails guide, and in various regional publications and on park system signage.	Responsible for all primary marketing and promotion of the Park (the campground and park). Establish reservation process and confirm price and terms with the RDN before launching. Handle all park inquiries and provide responses within 24 hours. Assist the RDN in local marketing efforts. Work on raising campground occupancy during Low Season, in the months either side of July and August, and during the week in July and August.
Relations with the Public	
Assist Operator with dispute resolutions.	Ensure that staff working at the Park wear a name tag and appropriate service delivery clothing. Work regularly with staff on the development and improvement of client service and problem resolution skills. Make use of the campground host model to help maintain peace and order in the campgrounds during both high and low seasons.
	Ensure all employees dealing with park users are knowledgeable about the park and the local parks and trails on Gabriola. Up to date park and trail information is to be featured at the park.

RDN	Park Operator
Special Uses	
Provide advice to the Operator regarding eligibility and conditions of park use permit requests and issue approval for all such eligible permits.	Address requests for special use of the park through a Park Use Permit; liaise with the RDN on eligibility and conditions as per Bylaw 1399, obtain RDN approval for the application, and oversee the special use undertaking at the Park. Receive the fee for permit administration.
Provide an annual budget of \$1,000 to cover Oceans Day event costs. To provide event advertising material including posters and event buttons.	Organize and administer the RDN's annual Ocean's Day Event. Responsible for the primary promotion of the event.
Operating Seasons	
Pursue increased park use outside of summer months. Examine long stay opportunities.	Provide day-use and camping all year round. Pursue increased park use outside of summer months. Provide recreational and interpretive activities for park users.
Management and Reporting	
Oversee all park operations. Meet three times a year with operator to review operations, issues, maintenance, business and development plans, financial performance, and park user information. Develop park statistics and work with operator on targeted marketing and park use expansion.	Provide interim operating and financial reports in mid-September; and a full report by January 1st of each term; include full statement of revenues and expenses. January report to include basic spreadsheet data of occupancy (by site: nights occupied per month). Operator to maintain all original registration documentation and return to the RDN at end of term.
Agreement	
Review agreement with park operator each January following receipt of previous year's annual report.	Upon acceptance of a business plan and negotiation of final terms, execute a five-year agreement with the RDN. Provide commercial liability insurance of \$5M with the RDN as additional insured. Provide a performance bond of \$5,000. Agreement may be sub-contracted given RDN approval of sub-contractor and arrangements.

7. Mandatory Site Visit

The **mandatory site visit will be held at 10:00 a.m., Thursday, 23 February 2017** at the main entrance to DBRP. Be prepared for a two hour tour of the property and discussion of operations and maintenance.

8. Proposal Submissions

Only those proponents who attend the mandatory site visit are eligible to submit a proposal. Three (3) copies plus one (1) digital copy prepared in PDF format (CD) of complete **proposals are due by no later than 4:00 p.m., Tuesday 14 March 2017**. Proposals must be delivered as per instructions on page one of this package.

Before submitting proposals, proponents must satisfy themselves about the nature and location of Descanso Bay Regional Park, local conditions, the materials, labour, equipment and facilities needed to operate a campground park, and all other factors that might have a bearing on a bid proposal for the operation of Descanso Bay Regional Park. Proponents are fully responsible for obtaining all information required for the preparation of bids and the execution of work.

All proposals must be accompanied by a security deposit in a form as follows: a letter of credit from a financial institution, certified cheque, or bid bond in the amount of \$1,000. The security deposit must be valued for a minimum of 90 days. The deposits will be returned upon award of contract.

All proposals must begin with a covering letter signed by the proponent that clearly identifies who is applying for the contract position of park operator at DBRP, confirms that the mandatory site visit was attended and all proposal instructions considered. Three stapled copies of the proponent's proposal must be attached to the covering letter.

All proposals must include:

- (a) An organization chart showing principle operator and all other positions, with duties to be performed by each described and quantified in terms of hours per week. Address: cover-off requirements. Note: principal operator is responsible for overall performance and for ensuring all staff complies with operating requirements.
- (b) Previous experience with campground, park or conservation area operation, and qualification for the job. Address: experience with running a successful operation; planning and budgeting; working to standards; managing personnel including training, supervising, and ensuring work safety; stewarding environmentally sensitive lands and water, and delivering nature interpretation; providing recreation services and/or working with community groups or individuals on providing recreation programming; marketing, promoting and handling client relations; and operating a public facility.

- (c) At least three references for the principal operator and senior staff, including a statement of assets or letter showing financial backing sufficient to underpin the proposed operation.
- (d) A business plan describing:
- How the operating team will be brought together, prepared for the job and put in place. Address housing and other staff living requirements.
 - A full list of services and goods that will be offered at the park; identify if to be phased in over the five year term. Address storage and security requirements.
 - The equipment, tools, goods and other resources that will be assembled in order to meet requirements and deliver services. Address storage and security requirements.
 - How communications with the public, in particular campers, will be handled in order to market park services. Provide detail on proposed camping related services and fees, e.g., firewood, reservation and cancellation system.
 - A three year projection of all revenues and expenses including a specific RDN subsidy proposal by year for each year of the five-year term if revenues are not projected to exceed expenses.
 - One-off first-year start-up requirements.
 - An outline of marketing, general and preventative maintenance and safety plans.
- (e) An outline of purpose which explains:
- Why the proponent is applying for the park operator contract and what they hope to achieve in five years and DBRP;
 - Why their business plan should appeal to the RDN;
 - How the proponent will be able to deal with the financial and staffing stresses of a season and weather-dependent business; and
 - If not possible to deliver immediately, what services the proponent would like to work towards providing.
- (f) A commitment to undertake the management and operations at DBRP as set out in these pages and to be ready to go on the ground as of **April 1, 2017**.

9. Proposal Evaluations

A successful proposal will be selected based on information provided in response to the proposal. Eligible proposals will be evaluated by RDN Parks staff as follows – refer to the six points in Section 8 above

50 points	(a), (b), and (c)
40 points	(d)
10 points	(e) and (f)

The RDN will telephone the selected proponent by noon, **Friday, 17 March 2017**. All other proponents will be emailed with selection results by end of day **Friday, 17 March 2017**.

10. Selected Proponent

The selected proponent shall be prepared to **meet with RDN Park staff on Tuesday, 21 March 2017** to review the proposal and conclude on a draft agreement. The selected proponent shall be available over the next two days to work with RDN staff on the conclusion of agreement terms and to sign the agreement. If the agreement requires Board approval, RDN staff will then recommend the proponent-signed agreement to the Regional Board of the RDN. The Board will consider the agreement at their regular meetings on 25 April 2017. Given formal approval, the agreement will be signed on behalf of the RDN. If this additional approval process is required, the contract start date will be May 1, 2017.

The selected proponent will have until **Thursday, 23 March 2017** to provide evidence satisfactory to the RDN that the proponent has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder. RDN staff will provide the proponent with a detailed tour of the park and facilities the **week of 20 March 2017**.

The **term of the accepted agreement begins April 1st, 2017**, at which point the park operator assumes full control of the management and operations of DBRP. On this day, the approved proponent will provide the RDN with a performance bond, letter of credit or evidence of liquid security all in a form satisfactory to the RDN in the amount of \$5,000, which security shall remain valid for the term of the agreement.

11. Milestones

Request for proposals issued: Monday, 06 February 2017

Mandatory site visit: 10:00 a.m.: Thursday, 23 February 2017

Proposals due on or before: 4:00 p.m. Tuesday, 14 March 2017

Successful Proponent Notified by: 12:00 p.m. Friday, 17 March 2017

Agreement Meeting: 10 a.m. Tuesday, 21 March 2017

Agreement Signature by Selected Proponent: Thursday, 23 March 2017

Agreement Signature by RDN: Week of 27 March 2017

Start of Park Operations: 01 April 2017

12. Attached Supporting Material

- Attachment 1: Park Location Map
- Attachment 2: Park Site Map
- Attachment 3: Draft - Descanso Bay Regional Park Operating Agreement 2017
- Attachment 4: Park Use Regulation Bylaw No. 1399, 2004 and the Park Use Regulation Amendment Bylaw No. 1399.01, 2009.
- Attachment 5: Descanso Bay Regional Park Management Plan, 2003.

For all information about this request for proposals, contact only:

Elaine McCulloch, RDN Parks Planner
(250) 248-3252 or 1-888-828-2069
emcculloch@rdn.bc.ca

06 February 2017

**Attachment 1:
Descanso Bay Regional Park Location Map**



Attachment 2: Descanso Bay Regional Park Site Map



Attachment 3:
Draft - Descanso Bay Regional Park Operating Agreement
2014-2021



OPERATING AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2017.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the “**Regional District**”)

OF THE FIRST PART

AND:

XXX

(the “**Park Operator**”)

OF THE SECOND PART

WHEREAS

- A. The Regional District is the owner of the lands and premises known as Descanso Bay Regional Park;
- B. Descanso Bay Regional Park is established and operated by the Regional District under the Authority of the *Park (Regional) Act*, RSBC 1996, c. 345, and the Regional District of Nanaimo Regional Parks and Trails Service Area Conversion Bylaw No. 1231 (2001);
- C. At DBRP, the RDN is committed to the provision of day-use, camping, recreational and interpretive programming and associated retail business all within a semi-wilderness setting and in a way that is (i) environmentally sensitive and sustainable over the long-term, (ii) broadly reflective of BC Parks campground standards, (iii) requires minimum RDN subsidy, and (iv) contributes to the economic vitality of the RDN;
- D. Descanso Bay Regional Park is regulated by the Regional District under the authority of the Park Use Regulations Bylaw No. 1399 (2004) and 1399.01 (2009), copies of which are attached as Schedule “A” to this Agreement;
- E. The Park Operator has the necessary skills and abilities to manage and operate a regional park; and

- F. The Regional District wishes to enter into an agreement with the Park Operator, whereby the Park Operator will manage the operations of Descanso Bay Regional Park as more fully set out and described herein.

NOW THEREFORE the Regional District and the Park Operator in consideration of the premises, and the mutual promises exchanged in this Agreement, agree as follows:

Definitions

1. In this Agreement,
- (a) **“Bylaw 1399”** means the Regional District of Nanaimo Park Use Regulations Bylaw No. 1399 (2004) and No. 1399.01 (2009) (contained in Appendix A of this Agreement) and any subsequent amendments.
 - (b) **“Capital Works”** means a permanent improvement to the Park and its facilities.
 - (c) **“General Maintenance”** means the upkeep of park facilities and grounds that improves or preserves the appearance and which is completed at discrete intervals based on seasonal consideration or aesthetic preferences.
 - (d) **“Hazard”** means the risk of personal injury or property damage presented by naturally occurring hazards within the Park, including flooding, rock fall, fire, wildlife and hazardous trees, as well as hazards posed by facilities and people;
 - (e) **“High Season”** means the operating period from April to September of each year;
 - (f) **“Low Season”** means that part of the year not included in the High Season;
 - (g) **“Management Plan”** means the 2003 Descanso Bay Regional Park Management Plan (contained in Appendix B of this Agreement) and any subsequent versions;
 - (h) **“Manager of Parks Services”** means the Manager of Parks Services for the Regional District;
 - (i) **“Park”** means Descanso Bay Regional Park;
 - (j) **“Park Gate House”** means the small office structure near the Park entrance and gate;
 - (k) **“Park Operating Season”** means the period from January 1 to December 31 of each year;
 - (l) **“Park Use”** means the designated areas of the Park referred to in Section 4.10 of the Management Plan;
 - (m) **“Park Use Permit”** means the document issued by the RDN that details the terms by which an individual or group may make Special Use of the Park as regulated by Bylaw 1399;

- (n) **“Preventative Maintenance”** means upkeep that is performed to an operational device or asset to continue operating at its optimum efficiency without interruption. Preventative Maintenance work is completed at regular intervals.
- (o) **“RFP”** means the RDN’s January 2017 Request for Proposals to Operate DBRP (contained in Appendix C of this Agreement);
- (p) **“XXX Operations Proposal”** means the proposal submitted by the Park Operator in response to the RDN’s RFP (contained in Appendix D of this Agreement);
- (q) **“Special Use”** means any commercial or non-commercial service, activity or event that is intended to attract or requires participants or spectators and includes but is not restricted to a festival, competition, tournament, fishing derby, show, party, outdoor ceremony, regatta, animal show, use of a reservable group picnic shelter or area, group training or lesson, operation of a model airplane, car or boat, television or motion picture filming, and research activity;
- (r) **“Structures”** means buildings, mobile units, trailers, sea-cans or other metal containers, storage units, sheds, garages, lean-to’s, toilets, yurts, kiosks and shelters.
- (s) **“Term”** means the term of this Agreement as established under Section 2 below.

Term

2. The term of this Agreement shall be for the period commencing **01 April, 2017** and terminating **December 31, 2021** (the “Term”).

Park Operator Commitments

3. The Park Operator shall render his services to the Regional District with that degree of care, skill and diligence normally provided by the operators of provincial and regional parks elsewhere in British Columbia.
4. The Park Operator shall operate and maintain the Park year-round and in accordance with the terms and conditions set out in this Agreement, the RFP, Bylaw 1399 and any other bylaws or laws applicable to the Park; and in a manner that is consistent with the Management Plan and the **XXX Operations Proposal**. In case of a conflict between the terms of this Agreement and the Management Plan, this Agreement shall govern.
5. The Park Operator is responsible for ensuring that all of his employees, licensees, contractors and volunteers are appropriately trained, are familiar with all rules, regulations and bylaws applicable to the Park, and abide by the terms of this agreement.
6. During the Term, the Regional District will supply a tractor for use in Park operations, and supply all materials necessary for the maintenance of the Park water treatment system.
7. Except as specifically provided elsewhere in this Agreement, during the Term the Park Operator:

- (a) will supply at his sole cost and expense all administration, management, supervision, labour, equipment including vehicles (but with the exception of the tractor owned by the Regional District), material, supplies and other services necessary for the operation, General and Preventative Maintenance of the Park and delivery of park services in accordance with this Agreement; and
 - (b) be solely responsible for all other operating expenses during the Term including, without limitation all utility and similar charges related to the use of electric current, water, septic, solid waste and garbage removal, telephone, internet and web services and any other fees or charges for services and utilities which may be assessed or charged in relation to the operation of the Park and General and Preventative Maintenance of facilities therein.
8. Except where expressly provided elsewhere under this Agreement, or in the Management Plan:
 - (a) the Regional District shall not be obliged to furnish any services or materials for the management, operation, and maintenance of the Park, or to make repairs or alterations in or to the Park; and shall not be responsible for the payment of any operating expenses in relation to the Park.
9. Any losses from the operation of the Park during the Term will be for the account of the Park Operator.

Annual Park Meetings

10. The RDN and the Park Operator shall meet formally each year of the Term as follows: Meeting #1 within the first two weeks of January, Meeting #2 within the first two weeks of March if not earlier, and Meeting #3 within the first two weeks of September. The subjects of each meeting are addressed below.

Park Improvements and Capital Works

11. The RDN shall approve all new Park improvements and capital works undertaken at the Park.
12. The Park Operator shall not erect or install or bring in or store any Structures, or undertake any excavations or clearings, or develop any campsites, campgrounds, waterfront areas, trails, roads or other facilities or carry out any capital works within the Park without the prior written consent of the RDN.
13. All capital works at the Park become the property of the RDN and shall be maintained to the same standards applicable under Section 8 (a).
14. In addition to existing improvements as described in the RFP, the RDN shall provide campsite fire rings, picnic tables, and undertake road grading and annual dust suppressant application. The RDN shall also provide signs used for Park identification, regulation, interpretation, and direction to and within the Park, as well as current fisheries regulations and species identification information.

15. The Park Operator shall install signage provided by the RDN for use at the Park and carry out all minor road maintenance tasks such as but not limited to pothole repair and speed bump relocation.
16. The Park Operator shall present his annual improvement plan at each Meeting #2, and be prepared at each Meeting #3 to provide input to the development of the RDN's annual improvement and capital works plans for the Park.

Park Environment

17. The Park Operator shall undertake regularly scheduled monitoring of the Park's natural features and environmentally sensitive areas in accordance with a park environmental plan to be developed by the RDN and reviewed at each Meeting #2 of the Term. Monitoring involves maintenance of a written record and the taking of digital photography.
18. No pesticides or herbicides may be applied at the Park without the written approval of the RDN.
19. The Operator shall ensure that wood on the ground and trees taken down at the Park are left on the ground to continue the cycle of soil nutrient replacement. The Operator may use whole stem pieces for natural benches, vehicle barriers or other simple park furnishings. No wood from the Park, whether already down or standing, is to be used for firewood or the production of milled lumber. The Park Operator shall make every effort to ensure that Park users do not gather, remove, disturb or burn standing or fallen vegetation in the Park. No trees, wood or other Park vegetation shall be removed from the Park by anyone including the Park Operator.
20. The Park Operator shall exhibit and promote strong environmentally sensitive operational practices at the Park that include limiting the need for the use of generators and sensitivity to shoreline conditions and habitat. The Park Operator shall actively encourage Park users to be environmentally sensitive and to value the Park's natural features and wildlife. The Park Operator and the RDN shall set annual goals for environmentally sensitive practices and messaging at each Meeting #2.

Park Facilities

21. The Park Operator shall operate a maximum of 33 regular campsites, including overflow sites, at the Park with no more than 33 regular camping parties in place at one time. The Park Operator shall ensure that no camping takes place outside of authorized campsites. Overflow sites shall be withheld from the reservation system and kept available for walk-ins.
22. The Park Operator may use day use areas as reservable group areas for non-camping activities.
23. The Park Operator shall ensure that all fires at the Park are contained within fixed-in-place metal fire rings as provided by the RDN.
24. The Park Operator shall maintain the Park kiosks and other notice boards such that Park users can easily inform themselves about the Park, activities available there and in the area, RDN Parks and Trails, nature, and safety.

Park Maintenance and Repairs

25. The Park Operator shall maintain all Park Structures, kiosks, signage, equipment (including the RDN owned and insured tractor), grounds and facilities in a neat and tidy condition, and free of hazards. Clarification of General and Preventative Maintenance items can be addressed as required at each Meeting #2. The Park Operator is responsible for the cost of all maintenance items valued at less than \$500.
26. The Park Operator shall employ a preventative approach to maintenance and maintain accurate maintenance records to a standard and in such form as would normally be kept by a prudent operator. These records shall be reviewed at each Meeting #2 along with the Park Operator's maintenance plan for the year.
27. The Park Operator shall collect water samples from all Park water standpipes every two weeks during the High Season and monthly during the Low Season. Water samples are to be delivered same day to the Island Health office in Nanaimo. All labour costs associated with water sampling are to be to the Park Operator.
28. The Park Operator shall maintain an inventory of all Park picnic tables and fire rings that shows the year of acquisition and condition. The inventory shall be reviewed at each Meeting #3.
29. The Park Operator shall ensure that Park garbage including recycling is contained, stored and removed from the Park such that wildlife is not attracted to facility areas.
30. Following each Meeting #2, the RDN shall undertake an annual hazard tree assessment at the Park with input from the Park Operator, and identify required falling to be completed by the RDN. The Park Operator shall carry out any cleanup resulting from the required falling.
31. Following each Meeting #2, the Park Operator and RDN staff shall jointly identify any required trimming and brushing to be carried out by the Park Operator. On a regular basis, the Park Operator shall ensure that Park facilities, trails, roads, and signs are kept clear of vegetation.

General Safety and Security

32. The Park Operator shall ensure staff is on-site twenty-four hours a day during July and August, and all holidays and holiday long weekends during the remainder of the High Season. The Park Operator may install a recreational vehicle beside the Park Gate House for staff accommodation, and make use of existing electrical, septic and water hook-up to service the staff accommodation.
33. The Park Operator shall regularly monitor the southern boundary of the Park in order to ensure that the fence has not been damaged or breached and that the gate into the day-use area from Ivory Way is closed during curfew hours.
34. The Park Operator shall ensure that the Park entrance gate is closed at night but not locked.
35. The Park Operator shall take such reasonable steps for the protection of Park users and their property as necessary to mitigate or avoid any Hazards that arise during the Term. The Park Operator shall immediately erect temporary signage in the event a Hazard arises, and shall

maintain the signage until the Hazard has been eliminated. The Park Operator shall report to the Regional District without delay any Hazards that the Park Operator cannot mitigate or resolve on an immediate basis.

36. The Park Operator shall ensure that all staff members have a current WorkSafe BC Level 1 First Aid Training Certificate and that a WorkSafeBC Level 1 (or as required by WorkSafeBC) first aid kit is readily available at the Park. The Park Operator shall use the Incident Report form provided as Attachment 1 in the Management Plan, and report at each month's end about any medical matters dealt with at the Park. The Park Operator shall contact the RDN immediately if medical emergency personnel are called to the Park, and follow up with a written report within 24 hours.
37. The Park Operator shall aim for a quiet and peaceful park and campground operation. The Park Operator shall maintain records of trouble campers and ban repeated troublemakers from the campgrounds. The Park Operator shall use the incident form identified in clause 36 to report at each month's end amount any security or public misbehaviour incidents at the Park. The Park Operator shall contact the RDN immediately if the RCMP are called to the Park, and follow up with a written incident report within 24 hours.
38. The Park Operator shall respond to written park user complaints first by telephone if possible and then in writing within 72 hours, with a copy to the RDN. As required, the Park Operator shall coordinate with the RDN on responses.
39. The Park Operator shall, from time to time and in consultation with the RDN, communicate with the owners of lands adjacent to the Park with respect to matters of mutual interest or benefit, including public access issues, nuisance and vandalism, security and emergency preparedness.

Fire and Other Emergencies

40. The Park Operator shall liaise regularly with the Gabriola Island Fire Chief about fire risk at the Park, increase fire risk monitoring in keeping with the rise in posted fire risk on Gabriola Island, and ensure that all fire and smoking bans issued by the Gabriola Island Fire Chief, are duly posted and obeyed within the Park. The Park Operator shall ensure that the Provincial Government Wildfire management Branch campfire rules are followed in respect to fire size. The Park Operator shall post signage provided by the RDN and ensure that all Park users are informed and in compliance.
41. During fire season, the Park Operator shall pay particular attention to keeping the grass cut along roads and high-risk areas.
42. The Park Operator shall work with the RDN on the development of an Emergency Plan for the Park. Emergency preparedness shall be reviewed by the RDN and the Park Operator at each meeting #2.

Park Services and User Fees

43. On a year-round basis, the Park Operator shall provide day-use, camping, and access to the car top boat launch. The Park Operator shall provide or facilitate the provision of associated Park services such as small boat rentals, interpretive programs, programmed recreation and retail sales at the Park. Reduced levels of service may be offered during Low Season.
44. The goods and services offered by the Park Operator at the Park shall be approved by the RDN; such approval shall not be unreasonably withheld and shall be reviewed at each meeting #2.
45. The Park Operator shall charge user fees for camping, extra vehicle parking at campsites and non-profit youth group camping in accordance with Bylaw 1399, before applying taxes as applicable.
46. The Park Operator shall uphold the RDN's Park and campground rules as reviewed with the Operator at each Meeting #1 and posted for public notice on the RDN website.
47. No user fee or other cost or charge may be imposed for day-use parking or passive recreation at the Park.
48. The Park Operator shall collect from Park users and remit to the appropriate taxing authority any taxes that are applicable to the provision of goods or services sold within the Park.
49. The Park Operator shall refer all permit requests for Special Use of the Park to the Manager of Parks Services, liaise with the RDN on eligibility and conditions, work out a sustainable plan with the proponent and, if the permit is granted by the RDN, oversee the Special Use undertaking at the Park.
50. The Park Operator shall retain all fees collected from users of the Park, all revenue from the permitted sale of goods and services as outlined in the Management Plan, and any refunds from recyclable garbage left at the Park. In addition, the RDN shall transfer to the Park Operator all fees received by the RDN for Special Use of the Park.

Park User Relations and Promotion

51. The RDN shall develop and maintain the campground maps and brochures to be used by the RDN and the Park Operator for internal operational purposes as well as for public relations and reservations.
52. The Park Operator shall establish, maintain and promote a Park information phone number. All inquiries shall be responded to within a minimum of 24 hours.
53. The Park Operator shall be responsible for all primary marketing and promotion of the Park and services provided therein with the exception of the Destination BC Accommodations Guide (www.helloBC.com/british-columbia/accomodations) which will be the responsibility of the RDN. When promoting the Park, the Park Operator shall ensure that there are no contradictions between their published information and the information provided on the RDN web pages about the Park.

54. The Park Operator shall continue to organize and administer the RDN's Ocean's Day Event in June of every year. The RDN shall provide an annual budget of \$1,000 for the Park Operator to cover event costs upon invoice from the Park Operator. The Park Operator shall be responsible for the primary promotion of the event. The RDN shall provide event advertising material including posters and event buttons.
55. The Park Operator and the RDN shall address measuring Park user satisfaction with maintenance standards, facilities and services at each Meeting #1, and establish annual satisfaction goals.
56. The Park Operator shall ensure all employees dealing with Park users are knowledgeable about the lands and water at and around the Park and the portfolio of RDN parks and trails as well as promote the services, facilities and recreation programs offered at the Park and in other local RDN parks and trails. Use of other RDN parks and trails shall be encouraged by the Park Operator and RDN parks and trail information shall be featured at the Park in public displays.

Park Administration

57. During the Term, the Park Operator shall keep and maintain accurate financial and accounting records, in a form that is in accordance with generally accepted accounting principles, of all revenues and expenditures in relation to the management, maintenance and operation of the Park. These records shall be open for audit and inspection by the RDN and its auditors upon 24 hours' notice to the Park Operator during regular business hours, and the RDN and its auditors may take copies and extracts therefrom.
58. The Park Operator shall ensure satisfactory criminal record checks are obtained for all employees, licensees, contractors or volunteers engaged by the Park Operator to deal with Park users, and that the checks have been concluded before dealings with the public commence. The criminal record checks shall be made available to the RDN upon request.
59. The Park Operator shall ensure that he is registered in good standing with WorkSafeBC throughout the Term and that any contractors working at the Park are also registered in good standing with WorkSafeBC.
60. The Park Operator shall ensure that all personal information collected from Park users is handled and stored safely and securely so as not to infringe on the privacy rights of users. Copies of all original camper registration forms shall be turned over to the RDN at the end of Term.
61. The Park Operator shall provide the RDN with a written report on Park use by each September 15th of the Term. The report shall provide a brief summary of campground occupancy, rentals and sales, programmed activities and events offered and their attendance, incidents, and public feedback for the year-to-date.
62. The Park Operator shall provide the RDN with a written annual report (or an Operating Plan as per Appendix III, Schedule 4 of the Management Plan) on all Park operations for the previous calendar year by each February 1st of the Term. The report shall include the following:
 - (a) A statement of revenues (general and additional) and expenses (general operating, payroll and additional) for all business conducted at the Park;

- (b) Park user data in spreadsheet form on campground occupancy by site and by night showing occupancy rate by month;
- (c) A statement of personnel involved in the park by type of work completed;
- (d) Commentary on day-use, campground use, retail sales, and special park use, including a summary of potential future opportunities and improvements;
- (e) A summary of the Oceans' Day event, including a summary of potential future opportunities and improvements;
- (f) A list of incidents, complaints and written public feedback received by date;
- (g) A summary discussion of public safety, hazard management or environmental issues;
- (h) A list of maintenance and repair activities carried out;
- (i) A list of Park improvements completed; and
- (j) A summary of all marketing and promotions of the Park.

Insurance

- 63. During the Term, the Park Operator shall at his sole expense obtain and maintain in force commercial liability insurance, including for personal injury, bodily injury and death resulting therefrom and property damage, in the amount of not less than \$5,000,000.00 per occurrence in respect of the management, operation and maintenance of the Park, and will include the Regional District of Nanaimo as an additional insured on that policy of insurance.
- 64. All policies of insurance required under this Agreement shall contain a cross liability clause and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the RDN 30 days' written notice. The Park Operator shall be responsible for any deductible amounts payable under the insurance policies required to be obtained under this part.
- 65. As required by the RDN from time to time, the Park Operator shall provide the RDN with a copy of all policies of insurance required under this Agreement. The Park Operator shall, by February 1st of each year of the Term, provide the RDN with a certificate of insurance signed by an authorized representative of the insurer as evidence of such coverage for the following year, accompanied by evidence satisfactory to the RDN that the premiums in respect to that policy or policies have been paid.
- 66. The Park Operator shall throughout the Term, at its sole expense, maintain such insurance over vehicles (owned and non-owned and with the exception of the tractor owned by the RDN) used in Park operations as is required under *the Insurance (Motor Vehicle) Act of British Columbia*, with liability limits of \$1,000,000.00.
- 67. The Park Operator will be responsible for maintaining, at its sole expense, theft and fire insurance over all other equipment rented or owned by the Park Operator and used in Park operations, in addition to personal goods kept in the Park gatehouse.
- 68. The tractor shall not be removed from the Park without the prior authorization of the Regional District.

Indemnities

69. The Park Operator shall indemnify and save harmless the RDN, its directors, officers and employees from and against any and all manner of actions, causes of action, suits, damages, loss, costs, liens, claims and demands of any kind whatsoever which arise out of:
- (a) the negligence or wrongful acts or omissions of the Park Operator or his directors, officers, employees, agents, contractors, licensees, invitees and volunteers in their management, operation or maintenance of the Park, or
 - (b) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement that is required to be fulfilled, kept, observed and performed by the Park Operator, or his directors, officers, employees, agents, contractors or licensees.

Performance

70. Upon execution of this Agreement, the Park Operator shall provide the RDN with a performance bond, letter of surety or other similar assurance in the amount of \$5,000.00 that will remain valid for the Term.

Termination

71. If:
- (a) the Park Operator becomes bankrupt or insolvent, or makes an assignment or petitions for or enters into an arrangement for the benefit of creditors; or
 - (b) being an incorporated company or society, proceedings are begun to wind up or dissolve the Park Operator,

the RDN may immediately terminate this Agreement.

72. If the Park Operator is in default of the performance of any of its obligations under this Agreement, then the RDN may, by written notice to the Park Operator, require that such default be corrected within a period of 30 days. If within 30 days after receipt of such notice the default has not been corrected, the RDN may, without limiting any other right it may have, immediately terminate this Agreement and cash-in the performance bond referred to in clause 71, in which case the Park Operator may retain the user fees that it is entitled to under the terms of this Agreement, less any costs incurred by the RDN in remedying or correcting the Park Operator's default.

Assignment

73. The Park Operator may not assign this Agreement without the advance written consent of the RDN, of which the consent will not be unreasonably withheld.

Freedom of Information and Protection of Privacy Act

74. The Park Operator acknowledges that as a contractor of the RDN, he is subject to the provisions and limitations under the *Freedom of Information and Protection of Privacy Act* with respect to the collection, use, and disclosure of personal information (as that term is defined under the *Freedom of Information and Protection of Privacy Act*). The Park Operator agrees that he shall not collect, use or disclose personal information respecting Park users, except in strict accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*.

Notice

75. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given if:

- (a) hand delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN –

Recreation and Parks Department
830 West Island Highway
Parksville, BC V9P 2X4
Attention: Manager of Parks Services

if to the Park Operator –

XXX

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

Time

76. Time is of the essence in this Agreement.

Interpretation

77. That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
78. The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
79. This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
80. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
81. All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

Waiver

82. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Cumulative Remedies

83. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Entire Agreement

84. This Agreement, when executed, will set forth the entire agreement and understanding of the parties as at the date hereof.

Further Assurances

85. Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

Amendment

86. No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements, and undertakings set out herein will be of any force or effect unless they are reduced to writing and duly executed by all parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

Executed by the **REGIONAL DISTRICT OF NANAIMO** this)
____ day of _____, 2017, by its authorized)
signatories:)
)
)
)

Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
)
)
)

Jacquie Hill
Corporate Officer

Executed by **XXXX** this ____ day)
)
of _____)
)
2017, by its authorized signatories:)

APPENDIX A

Park Use Regulation Bylaw No. 1399, 2004 and the Park Use Regulation Amendment Bylaw No. 1399.01, 2009

APPENDIX B

Descanso Bay Regional Park Management Plan

APPENDIX C

Descanso Bay Regional Park Operator Request for Proposals

APPENDIX D

XXX Operations Proposal

March 2017

**Attachment 4:
Park Use Regulation Bylaw No. 1399, 2004 and the Park Use Regulation
Amendment Bylaw No. 1399.01, 2009.**

Reprint of Park Use Regulations Bylaw 1399 (2004) and 1399.01 (2009)

REGIONAL DISTRICT OF NANAIMO BYLAW NO. 1399

A BYLAW TO PROVIDE FOR THE REGULATION OF PARK USE IN THE REGIONAL DISTRICT OF NANAIMO

WHEREAS by Supplementary Letters Patent dated October 19, 1972, amended September 21, 1979, the Regional District of Nanaimo was granted “Division XI – Park and Green Belt Acquisition” functions;

AND WHEREAS Bylaws No. 798 to 806 converted the community parks functions to a local service for each of Electoral Areas A, B, C, D, E, F, G and H respectively;

AND WHEREAS the Regional District of Nanaimo may, by bylaw, establish regulations, prohibitions and requirements with respect to the management, maintenance, improvement, operation and use, including establishing a system of licenses, permits and approvals with or without terms and conditions, with respect to regional and community parks, trails and other land the District holds for the purpose of parks;

AND WHEREAS the Board of the Regional District of Nanaimo is desirous of establishing such regulations, prohibitions and requirements;

NOW THEREFORE, the Board, in open meeting assembled, enacts as follows:

SECTION 1 TITLE

1.1 This Bylaw may be cited as “Regional District of Nanaimo Park Use Regulations Bylaw No. 1399, 2004”.

SECTION 2 REPEAL

2.1 Bylaw No. 842, Regional District of Nanaimo Electoral Area ‘B’ Community Parks Regulation Bylaw No. 842, 1992, is hereby repealed.

SECTION 3 APPLICATION AND EXEMPTIONS

3.1 This bylaw is applicable to all parks, as defined in Section 4 of this bylaw and without restricting that definition includes properties identified in Schedule “A”, within Electoral Areas ‘A’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’, ‘G’ and ‘H’ of the Regional District of Nanaimo.

3.2 Notwithstanding anything contained in this bylaw,

- i. District employees are exempt from this bylaw while carrying out their duties or performing their functions;
- ii. District contractors and agents are exempt from this bylaw while carrying out their duties or performing their functions only when such exemption is provided for in their terms of engagement; and,
- iii. where the District holds park under subparagraph 4.1(q)(iv) below, the person or agency granting the lease, license, statutory right-of-way or permit is exempt from this bylaw, unless otherwise provided under the terms by which the District holds the land.

SECTION 4 INTERPRETATION

4.1 In this bylaw:

- (a) **“Animal”** means any organism other than man.
- (b) **“Authorized personnel”** means District employees and contractors.
- (c) **“Bylaw Enforcement Officer”** includes a peace officer or a person appointed as a Bylaw Enforcement Officer by the Board of the Regional District of Nanaimo.
- (d) **“To camp”** means to sleep overnight with or without a shelter of any kind including, but not restricted to, a motor vehicle, recreational vehicle, tent, lean-to or other natural shelter.
- (e) **“Campground Rules”** mean the regulations, prohibitions and requirements, including fees and conditions of use, as described in Schedule “B” that apply in District parks containing campgrounds.
- (f) **“Common facilities”** mean anything other than natural park features, and include toilets, showers, shelters, water pumps, stairs, boardwalks, decks, congregate spaces, notices or signs, bridges, trails, docks and wharves, kiosks, gates, fences, picnic tables, and benches.
- (g) **“Curfew hours”** mean the time between 11 pm and 7 am.
- (h) **“Cycle”** means a device having any number of wheels that is propelled by human power and upon which one or more persons may ride.
- (i) **“Designated campsite”** means an authorized and numbered space for overnight camping by a registered camper.
- (j) **“District”** means the Regional District of Nanaimo.
- (k) **“District Manager”** means the Regional District of Nanaimo Manager of Recreation and Parks.
- (l) **“Household or other garbage”** includes garbage, trash, refuse, cans, bottles, papers, ashes, cuttings or other waste of any kind, including toxic and hazardous substances, that is not generated by a person in connection with reasonable park use.
- (m) **“Leash”** means a chain or other material, not exceeding two (2) metres in length, suitable for control of the type and size of animal attached to the leash.
- (n) **“Litter”** means any garbage, cans, bottles, papers, ashes, refuse, cuttings, trash or rubbish generated by a person while in the park and engaged in activities ordinarily connected with reasonable park use.
- (o) **“Management Plan”** means a guiding document approved by the District for the use, operation and maintenance of one or more parks.
- (p) **“Natural park feature”** includes any native or non-native tree, shrub, flower, berry, bough, grass or plant of any kind; soil, sand, gravel, rock, mineral, wood, fallen timber or other living or dead natural material.
- (q) **“Park”** means any property that:
 - i. the District has possession and control of pursuant to the *Park (Regional) Act* or “Regional Trails Regulation”;
 - ii. the District has possession and control of pursuant to Section 941 of the *Local Government Act*;
 - iii. for the purpose of park, the District holds in fee simple;
 - iv. for the purpose of park, the District holds by Crown Lease or Crown License, by permit or lease from the Ministry of Transportation, or by lease, statutory right-of-way or occupancy or access agreement with a private landowner; and
 - v. the District acquires possession or control of, holds or otherwise has an interest in, has a license or access to, for the purpose of park, further to any of subparagraphs 4.1(q)(i)-(iv) subsequent to the enactment of this bylaw;and includes property commonly referred to as regional parks and trails, community parks and trails and water or beach accesses.
- (r) **“Park Use Permit”** means a permit for special use of a park.

- (s) **“Peace Officer”** means a constable or a person having the powers of a constable and includes a member of the Royal Canadian Mounted Police.
 - (t) **“Petroglyph”** means a rock carving typically made by First Nations people and of recognized historic and cultural value.
 - (u) **“Pictograph”** means a rock painting typically made by First Nations people and of recognized historic and cultural value.
 - (v) **“Registered camper”** means a person who has purchased use of a designated campsite.
 - (w) **“Special use”** means:
 - i. any commercial or non-commercial service, activity or event that is intended to attract or requires participants or spectators and includes: a festival; competition; tournament; procession, drill, performance, concert, gathering, march; fishing derby; show; party; outdoor ceremony; regatta; animal show; group training or lesson or recreational programming; operation of a model airplane, vehicle or vessel; television or motion picture filming; and research, survey or petition activity;
 - ii. any use of reservable common facilities; and
 - iii. any incursion onto park property for non-park purposes including access for water lines, structures, road, signs or fences.
 - (x) **“Sun shelters”** include any lightweight open-sided structure intended for use as a sunscreen.
 - (y) **“Traffic control device”** means a sign, signal, line, parking meter, marking, space, barrier, or device placed or erected in order to control vehicular or non-vehicular traffic flow on roads, parking lots, trails and bridges.
 - (z) **“Vehicle”** means a device in, upon or by which a person or thing is or may be transported or drawn upon a highway, except a device designed to be moved by human-power or used exclusively upon stationary rails or tracks. Without limiting the generality of the foregoing, this provision includes cars, trucks, motorcycles, scooters, recreational vehicles, and trailers but does not include medi-scooters and wheelchairs.
 - (aa) **“Vessel”** includes any ship, boat, seaplane, parasail, sail board, kite board, canoe, kayak, row boat or paddle boat used or other device designed to be used for navigation on, in or under water.
- 4.2** 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 parks that are intended to provide the benefits of outdoor recreation and enjoyment for the general community and preservation and protection of natural park features.
- 4.3** In the event that any portion of this bylaw is declared *ultra vires* by a court of competent jurisdiction, then such portion shall be deemed to be severed from the bylaws and the remainder of the bylaw shall continue in full force and effect.
- 4.4** When the singular or neutral are used in this bylaw they include the plural or the feminine or the masculine or the body politic, and vice versa, where the context or the parties require.
- 4.5** The headings to the clauses in this bylaw have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this bylaw or any provision of it.
- 4.6** For certainty and clarity, this bylaw applies to all parks currently held by the District and any subsequent acquisitions.

SECTION 5 PARK REGULATIONS, PROHIBITIONS AND REQUIREMENTS

5.1 Rules and Signage

Every person shall comply with this bylaw, campground rules, traffic control devices and any other regulations, prohibitions or requirements where such additional regulations, prohibitions or requirements have been authorized by the District Manager and identified on posted signage.

5.2 Delegation

- (a) Where a provision of this bylaw makes reference to the District Manager, or authorized personnel, then the District Manager, or authorized personnel, as the case may be, are authorized to so act.
- (b) Without limiting the generality of the foregoing, the District Manager is authorized to:
 - i. post signs that may identify additional regulations, prohibitions or requirements consistent with the intent of this bylaw;
 - ii. deal with park use permits further to section 5.19, including authorizing the exclusive use of a park; and,
 - iii. remove or cause to be removed from a park:
 - (A) any obstruction placed therein contrary to the provisions of this bylaw;
 - (B) anything 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 vehicle being used or driven in a manner contrary to the provisions of this bylaw;
 - or
 - (F) any vessel parked or moored contrary to the provisions of this bylaw.
- (c) Without limiting the generality of the foregoing, authorized personnel, including the District Manager, are authorized to:
 - i. post signs or traffic control devices in parks that:
 - (A) designate the maximum speed to be traveled by vehicles on roads, parking lots, trails and bridges;
 - (B) designate areas where parking of vehicles is permitted;
 - (C) designate the direction that vehicles are to travel upon roadways;
 - (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 roadways or other facilities;
 - (H) give warning of danger; and,
 - (I) prohibit entry to the park or facilities;
 - ii. remove any person from a park who fails to leash their animal when requested; and
 - iii. restrict or prohibit access to water bodies within a park.

5.3 Public Conduct

- (a) No person shall:
 - i. behave in a disorderly, dangerous, violent or offensive manner, or molest or injure another person or another person's property;
 - ii. loiter or engage in a public display of lewd or sexual acts;
 - iii. obstruct or interfere with any person or traffic lawfully using a park or any common facilities located therein; or
 - iv. hinder, deter or interrupt any person in the exercise of any of their duties in charge of any special use activity or event.
- (b) No person except the holder of a park use permit granting specific exemption shall:
 - i. make or cause noises or sounds, including yelling, screaming, the blowing of horns and the playing of musical instruments, radios, tape players, compact disc players, vehicle sound

- systems or similar devices or as produced by the operation of model cars, boats or airplanes or any equipment, generators, vehicles, vessels or machinery, which disturb or tend to disturb the quiet, peace, enjoyment, and comfort of others in the park, adjacent landowners or persons in the vicinity; or
- ii. make, play or cause to be made or played electrically or electronically amplified sound of any kind.
- (c) All persons shall use toilets to relieve themselves if toilets are provided in a park. Where no toilet is provided, no person shall relieve themselves in public view or within 300 metres of a private residence outside the park.
 - (d) No person may consume or possess liquor, except:
 - i. holders of a park use permit granting exemption; and
 - ii. registered campers and their guests within designated campsites.
 - (e) No person shall enter or otherwise remain within a park for any purpose whatsoever during curfew hours, except:
 - i. a registered camper;
 - ii. a person using a Level 3 park as described in Schedule "A";
 - iii. a person who has a park use permit granting exemption; and
 - iv. the houseguests of a contractor occupying a park residence.

5.4 Vehicles

- (a) No person shall:
 - i. drive, propel or otherwise operate any vehicle, except:
 - (A) on designated roadways or in designated parking areas;
 - (B) in conformance with traffic control devices;
 - (C) in such a manner that natural park features are not disturbed; and
 - (D) where applicable, in conformance with a park use permit;
 - ii. drive, propel or otherwise operate an all terrain vehicle (ATV), dirt bike or recreational motorcycle;
 - iii. drive a vehicle in such a manner as to disturb the enjoyment of the park by other persons;
 - iv. bring in or allow to remain in a park a mobile home, whether or not outfitted for use as accommodation; or
 - v. clean, repair or carry out maintenance on a vehicle.
- (b) Where no speed limit is posted, no person shall drive a vehicle at a greater speed than 10 kilometres per hour.

5.5 Parking

- (a) No person except the holder of a park use permit granting exemption shall:
 - i. park a vehicle anywhere except in designated parking areas;
 - ii. park or station a vehicle in such a manner as to impede the proper use of a road or parking area;
 - iii. park or station a vehicle in contravention of a traffic control device; or
 - iv. park or station an ATV, dirt bike or recreational motorcycle.
- (b) No person except a registered camper or the holder of a park use permit granting exemption shall park or leave a vehicle in a park during curfew hours.
- (c) Vehicles, and ATVs, dirt bikes and recreational motorcycles parked, stationed or left in violation of this bylaw, traffic control devices or posted signs may be towed away immediately, at the owner's expense.

5.6 Camping

- (a) No person shall camp in a park, except a registered camper in a Level 1 park.
- (b) Without limiting the applicability of this bylaw, all registered campers shall abide by campground rules as described in Schedule “B” and any other authorized regulations, prohibitions or requirements posted at District campgrounds.

5.7 Vessels

- (a) No person except the holder of a park use permit granting exemption shall:
 - i. launch or remove a vessel from a body of water except:
 - (A) from a designated boat launch ramp, or
 - (B) by physically carrying, and not dragging, the vessel to and from the water;
 - ii. be off designated roadways or interfere with natural park features in order to launch a vessel;
 - iii. operate a vessel within an area designated by signs or buoys for swimming or along waterfront in a way that will endanger, disturb or otherwise interfere with the free use of the water for the purpose of bathing and swimming except in the immediate vicinity of a boat launch and for the purpose of approaching or moving away from the boat launch on a line perpendicular to shore;
 - iv. run a vessel ashore except in designated boat beaching areas;
 - v. impede or endanger pedestrian movement along a beach or foreshore;
 - vi. moor a vessel to dry land; or
 - vii. store a vessel on land or water.
- (b) No person except a registered camper or the holder of a park use permit granting exemption shall leave a vessel on land or water during curfew hours.
- (c) No person shall bring in, park, station, operate, launch or run ashore a personal watercraft.
- (d) When on the water, all persons operating a vessel shall abide by Canadian Coast Guard regulations. No person shall exceed the Coast Guard shoreline speed restriction of 10 kilometres per hour (5.4 knots or 6.2 miles per hour) while operating within 30 metres (100 feet) of shore.

5.8 Cycling and Horseback Riding

- (a) No person shall operate a cycle or ride a horse:
 - i. where prohibited by traffic control devices or posted signs;
 - ii. along a beach or below any water course’s top of bank, natural boundary or high tide mark unless on a trail identified by posted signs as permitting cycle or horse use; or
 - iii. in such a way as to damage natural park features, common facilities or other improvements including roadways and trails.

5.9 Domestic and Wild Animals

- (a) No person, except a person with a disability accompanied by a guide animal on a leash, shall bring a domestic animal into a park or a section of park where such animals are prohibited by posted sign.
- (b) No person shall permit a domestic animal to run or roam at large or to feed on vegetation.
- (c) A person having custody of an animal must exercise effective control over the animal by restraining it with a leash or by having the animal respond and return immediately when called by the handler.
- (d) A person having custody of an animal must exercise control over the animal to ensure that it causes:
 - i. no annoyance, including barking or howling for a continuous period of ten (10) seconds or more;
 - ii. no injury to wild animals;
 - iii. no injury to any person or their animal(s); and

- iv. no damage to any public or private property, natural park feature or common facility.
- (e) A person having custody of an animal shall when requested by authorized personnel restrain the animal with a leash or remove the animal from a park.
- (f) A person having custody of a dog must remove any excrement deposited by the animal to a waste container. This provision does not apply to Level 4 parks as identified in Schedule "A" unless signed to the contrary at a park.
- (g) No person shall:
 - i. feed, snare, trap, catch or hold by any means or purposely disturb, frighten, molest or injure any wild animal; or
 - ii. store or set out food in a way that will attract wild animals.

5.10 Firearms, Hunting, Fishing and Shellfish Harvesting

- (a) No person except the holder of a park use permit granting exemption shall hunt or carry or discharge any firearm, air gun, blank ammunition starting pistol, bow or crossbow, slingshot or similar device.
- (b) No person shall fish or harvest shellfish without having the requisite provincial or federal license.
- (c) No person shall fish or harvest shellfish
 - i. in a designated swimming area, or
 - ii. in a way that impedes or endangers the free use of waterfront by swimmers and bathers.

5.11 Garbage and Pollution

- (a) No person shall deposit or leave litter in or upon a park except in the containers provided for such purpose.
- (b) No person shall bring in, deposit or leave any household or other garbage in or upon a park.
- (c) No person operating a recreational vehicle shall release sewage except where a sani-station is provided for that purpose.
- (d) No person shall foul or pollute in any way, including washing in a lake, stream or river or around wells, any area of water including wells and water pumps.
- (e) No person shall observe oil, gasoline or other undesirable spills on land or water and including a well without immediately alerting authorized personnel.

5.12 Damage and Interference

- (a) No person shall:
 - i. alter, remove, move, deface, cut, damage or destroy any building or structure or other improvement, common facility or other fixture;
 - ii. alter, deface, cut, scrape, grind, bury or uncover or otherwise damage any petroglyph or pictograph;
 - iii. remove or deposit soil or gravel;
 - iv. store any material or objects of any kind;
 - v. climb, walk or sit upon any wall or fence, or climb up on or jump off of a bridge;
 - vi. damage or destroy the utility of any court or play structure or in any way interfere with or obstruct their free use by those lawfully entitled to use them;
 - vii. bring in, build or cause to be built any temporary or permanent structure including a fence or playground equipment;
 - viii. erect a tent or other permanent or temporary shelter or set up an encampment. Sun shelters having a footprint no greater than three metres by three meters are excluded from this provision; or
 - ix. obstruct or cause to obstruct public access to a park.
- (b) No person shall place graffiti on walls, pavement, common facilities, natural park features, petroglyphs or pictographs or elsewhere in a park.
- (c) No person shall let off, turn on, or discharge any water so that the water runs to waste out of any tap, pipe, hose or other fixture.

5.13 Fire

- (a) No person except the holder of a park use permit granting exemption shall:
 - i. light a fire except in designated fire pits provided for that purpose or in a portable hibachi, barbecue or propane stove;
 - ii. build a fire exceeding 1-metre in height; or
 - iii. set off any fireworks or other explosive material.
- (b) No person shall discard on the ground or into a garbage container any lighted or burning matter including a match, cigar or cigarette.
- (c) No person shall observe a fire not in a designated fire pit without immediately alerting authorized personnel.

5.14 Natural Environment

- (a) No person except the holder of a park use permit granting exemption shall:
 - i. remove, move, cut, prune, top, apply herbicides, fungicides or insecticides to, or ii. damage or destroy any natural park feature;
 - ii. pick wild or cultivated flowers, salal, coniferous boughs or other plants except edible berries and mushrooms;
 - iii. deposit plant waste, debris or compost; or
 - iv. plant or fertilize any vegetation.
- (b) Without limiting the foregoing, no person except the holder of a park use permit shall:
 - i. alter, disturb or harm natural park features for the purpose of creating a play space, cycle jump, game course or other defined area for playing; or
 - ii. denude an area of edible berries or mushrooms.

5.15 Play

- (a) No person shall play ball or any games so as to molest or interfere with or become a nuisance to others.
- (b) The playing of any games on or in any court, playground, ball field or anywhere else may be restricted and regulated at any time by authorized personnel.

5.16 Special Use and Commerce

- (a) Except for authorized personnel or where authorized by a park use permit, no person shall:
 - i. undertake or engage in a special use;
 - ii. carry on a commercial or industrial undertaking of any kind or nature or provide professional, personal or other services;
 - iii. post, paint or distribute any advertisement, sign, handbill, pamphlet, poster or placard of any kind; or
 - iv. operate, park or station any vehicle displaying advertising or equipped with a public address system.

5.17 Park Use Permits

- (a) Application for a park use permit shall be made to the District Manager who may:
 - i. grant, refuse, revoke, renew or refuse to renew a park use permit;
 - ii. establish park use permit fee amounts that differ from the general rates described in Schedule "C";
 - iii. impose terms and conditions on obtaining, holding or renewing a park use permit;
 - iv. determine the amount of a park use permit fee refund in the event of a cancellation; or
 - v. refer an application to the District Board for determination.
- (b) An applicant for a park use permit may appeal the decision of the District Manager to the District Board by submitting a written request to the Board Chairman within 15 days of issuance of a decision by the District Manager.

- (c) A park use permit application must be accompanied by the required permit fee, damage deposit and proof of comprehensive general liability insurance, as set out in Schedule “C”.
- (d) Conditions associated with a park use permit may include:
 - i. the confinement of a special use to a specific location within a park, to certain time periods or to participation by certain people;
 - ii. that the applicant supply, install and service additional garbage receptacles or portable toilets or pay the District for additional servicing required as a result of the permitted activity;
 - iii. that the applicant provide and pay for the provision of appropriate fire and police or security protection during the course of the special use;
 - iv. restrictions on the use of generators and other mechanical, electrical or electronic devices; the playing of live or recorded music; and the erection or placement of any temporary structures, seating, tables, flags, banners or other gear associated with the special use activity;
 - v. specific exemptions from provisions of this bylaw;
 - vi. any other terms and conditions specific to the nature of the special use requested given consideration of the impact of the special use on the park, park users and neighbours; and
 - vii. any other terms and conditions consistent with the intent of this bylaw.
- (e) A park use permit may not be issued unless all the following criteria are met:
 - i. the special use conforms to any management plan produced for a park;
 - ii. the location of the permitted activity will not cause a significant or permanent negative environmental impact on the park and is sensitive to the use of the park by others;
 - iii. the applicant assumes full responsibility for the special use and indemnifies the District to its satisfaction; and
 - iv. the applicant has satisfied the requirements of paragraphs (c) above and agreed to the conditions set out in his park use permit.
- (f) Without limiting the authority of the District Manager, a park use permit may be refused if the applicant has previously contravened this bylaw.
- (g) The holder of a park use permit must also comply with the regulations, prohibitions and requirements of all other government bodies and local authorities including this and other District bylaws, for example, Bylaw No. 1010 Special Events Regulatory Bylaw for events involving more than 500 people, unless specifically exempted in writing.
- (h) In addition to any other penalties and enforcement actions, where the holder of a park use permit has not satisfied the terms and conditions of his permit:
 - i. a park use permit may be revoked;
 - ii. a park use permit fee or a damage deposit may be forfeited to the District;
 - iii. the District may exercise any rights under the applicant’s insurance; and
 - iv. the applicant may be required to pay, at the rate specified in Schedule “C”, the cost of preparations, repairs, clean-up or park restoration undertaken by the District consequent to special use, failure to do so entitling the District to do the work at the applicant’s expense.

SECTION 6 ENFORCEMENT

6.1 This bylaw may be enforced by Bylaw Enforcement Officers in the course of their duties.

6.2 A Bylaw Enforcement Officer may, in his sole discretion, order a person who does anything contrary to this bylaw or campground rules to:

- (a) cease and desist contravention of the bylaw;
- (b) leave a park immediately or within a period of time specified by the Bylaw Enforcement Officer;
- (c) remove or cause to be removed any animals, cycles, vehicles, vessels, structures, buildings or other things that are in contravention of the bylaw; or
- (d) restore any damage caused to natural park features, common facilities or other park property;

and every person so ordered shall comply.

- 6.3** Bylaw Enforcement Officers and District employees may enter onto private property, with or without consent of the landowner, for the purposes described in, and in accordance with, Section 16 of the *Community Charter*.

SECTION 7 PENALTIES

- 7.1** 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 or omits or neglects to fulfill, observe, carry out or perform any duty or obligation imposed by this bylaw, is guilty of an offence and:
- (a) on summary conviction, is liable for a fine of not less than \$50.00 and not more than \$10,000; or
 - (b) on conviction of a ticket offence under the District's Ticket Information Utilization Bylaw No. 1015 or Schedule "D" of this Bylaw, is liable for the fine imposed.

SECTION 8 REMEDIAL ACTION

- 8.1** Where a person has damaged or removed any natural park feature or common facility, the person is required to replace that natural park feature or common facility with one of similar value, or pay an equivalent amount to the District upon demand.
- 8.2** Where a person has been requested to do something under a provision of this bylaw, and that thing has not been done within the time specified:
- (a) authorized personnel may fulfil the requirement at the expense of the person;
 - (b) authorized personnel may enter onto the person's property, if necessary or convenient, to fulfill the requirement; and
 - (c) the District may recover the costs incurred from that person as a debt.

Introduced and read three times this 23rd day of November 2004.

Reconsidered and adopted this 23rd day of November 2004.

Joe Stanhope
Chairperson

Carol Mason
General Manager, Corporate Services

Schedule “A”

DISTRICT PARKS

Electoral Area	Location/Name	Legal Description	Use¹
-----------------------	----------------------	--------------------------	------------------------

Level 1 Parks – Parks with Campgrounds

B H	Descanso Bay Horne Lake	Nanaimo Gabriola LD, S20 LA & B Plan VIP73679 Alberni LD, B1 140 VL&M Plan VIP691N exc Plan 46603	RP RP
--------	----------------------------	--	----------

Level 2 Parks – Improved Parks, Trails and Other Open Spaces

A	3500 Hallberg Road Morden Colliery Trail Nanaimo River	Bright LD, DL7 L32 PID 002706831 Plan 25967 Cedar LD, R1 S12 & 13 Pcl A, S14 Pcl B, S15 Pcl C, R2 S14 Pcl B, S15 Pcl A and Cranberry LD, R8 S12 Pcl A; all Plan DD6974-N Cranberry LD, S7 R8 PID 008996318 Cranberry LD, S6 R8 W25 ac S6R8 PID 008996369	O CT RP
B	1574 Whalebone Drive 1612 Whalebone Drive 1656 Whalebone Drive 1748 Tashtego Crescent Rollo McClay Joyce Lockwood Descanso Bay Road #26 Narrows Road #38	Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S18 Plan VIP51655 Nanaimo Gabriola LD, S16 UCL (N of S16 & E of S31) Plan 17658 Nanaimo Gabriola LD, S25 between L16 & 17 Plan VIP14718 Nanaimo Gabriola LD, S28 between L15 & 16 Plan 17835	CP CP CP CP CP CP BA BA
C	2201 Bramley Road	Cranberry LD, R2 S11 L1 PID 001992627 Plan 42672	O
E	Jack Bagley Nanoose Place Fire Hall 2457 Nanoose Road Brickyard Beachcomber	Nanoose LD, DL6 Lot A PID 001486772 Plan 13317 Nanoose LD, DL6 L2 PID 016373677 Plan 50996 Nanoose LD, D130 L7 Plan 27190 PID 002571633 Nanoose LD, DL130 L3, 4, 5 & 6 Plan 27190 Nanoose LD, DL78 Plan 47638 Nanoose LD, DL38 B1 A Lots 29 & 30 PIDs 005276420 & 005276446 Plan VIP10777	CP O O CP CP RP
F	Fire Hall Fire Hall Fire Hall	Nanoose LD, DL104 L1 PID 001384546 Plan 29491 Nanoose LD, B1 521 L40 PID 001081608 Plan 32293 Cameron LD, DL4 L1 PID 000018732 Plan 38539	O O O

¹ Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

Electoral Area	Location/Name	Legal Description	Use ²
----------------	---------------	-------------------	------------------

Level 2 Parks – Improved Parks, Trails and Other Open Spaces (continued)

G	1035 Maple Lane Drive Boulton Hawthorne Rise Fire Hall Needen Way 836 San Malo Crescent Women’s Institute Hall 1000 Miraloma Drive 1046 Tara Crescent San Pareil Boardwalk	Nanoose LD, DL1 Plan 30958 Nanoose LD, DL49 L66 PID 000166677 Plan 32604 Nanoose LD, DL49 Plan 40962 & VIP76162 Newcastle LD, DL80 L1 PID 000591122 Plan 41282 Nanoose LD, DL81 Plan 42840 Nanoose LD, DL181 Plan 45190 Newcastle LD, DL11 Lot A PID 000158321 Plan 32528 Nanoose LD, DL88 Plan VIP65008 Nanoose LD, DL29 Plan VIP69574 Nanoose LD, DL181, inter-tidal flat W of L1, 2 & 3 Plan 45190	CP CP CP O CP CP O CP CP CT
H	Lighthouse Community Centre Sunnybeach Road #18	Newcastle LD, DL32 Lot A PID 008840024 Plan 45846 Newcastle LD, DL33 between L1 Plan VIP72052 & LA Plan 73539	CP/O BA

Level 3 Parks – Commuter Trail

G	Barclay Crescent Bridge Fern Road Woods Trail	Nanoose LD, DL28, between L10 Plan VIP23031 & L1 Plan 26472 Nanoose LD, DL78 Plan 1694 between B115 L7 & B1 16 L17	RT RT
---	--	---	--------------

Level 4 Parks – Undeveloped Parks, Trails and Other Open Spaces

A	1625 Fawcett Road 2931 Ivor Road 2180 Addison Way	Cedar LD, DL36 S16 R5 VIP14877 Cedar LD, S19 R4 Plans 35760 & 41900 Cedar LD, S10 R1 Lot D PID 002071681 Plan 42783	CP CP CP
B	Malaspina Galleries 1463 Moby Dicks Way 1486 Moby Dicks Way 1645 Whalebone Drive 1961 Clamshell Drive 2061 South Road 1220 Fleet Street 1888 Stalker Road 1185 The Strand	Nanaimo Gabriola LD, S24 Plan 13535 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S31 Plan 17658 Nanaimo Gabriola LD, S3 Plan 23476 Nanaimo Gabriola LD, S3 Plan 24754 Nanaimo Gabriola LD, S18 Plan 30963 Nanaimo Gabriola LD, S4 Plan 41031 Nanaimo Gabriola LD, S18 Plan 45781	CP CP CP CP CP CP CP CP CP CP

² Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

Electoral Area	Location/Name	Legal Description	Use ¹
----------------	---------------	-------------------	------------------

Level 4 Parks – Undeveloped Parks, Trails and Other Open Spaces (continued)

B	3045 Coast Road	Nanaimo Gabriola LD, S4 PID017390397 VIP52510	CP
	1103 Sea Fern Lane	Nanaimo Mudge LD, S26 Plan 15752	CP
	Petroglyph Trail	Nanaimo Gabriola LD, S2 VIP66198	CT
	1412 Coats Drive	Nanaimo Gabriola LD, S9, Plan VIP69975 & S10 Plan VIP75929	CP
	De Courcy Island	Nanaimo De Courcy LD, S24, Plan VIP71391	CP
	Cox Community Park	Nanaimo Gabriola LD, S20, PID 002138719, Rem N1/2 of N1/2 of S20	CP
	Link Bay Road	Nanaimo De Courcy LD, S24, Plans 39964 & 46938	CP
	Decourcy Drive	Nanaimo Gabriola LD, S21 PID 004799071, Plan 12655	CP
	Decourcy Drive #15	Nanaimo Gabriola LD, S21 between L14 Plan VIP12655 & L1 Plan VIP13796	BA
	Tinson Road #011	Nanaimo Gabriola LD, S21 between L45 & 46 Plan VIP12655	BA
Spring Beach #044	Nanaimo Gabriola LD, S2 Plan VIP21158 between L17 & 26	BA	
The Strand #87	Nanaimo Gabriola LD, S8 Plan VIP17698 between L36 & 37	BA	
C	2840 Riverbend Road	Cranberry LD, R6 S4 Plan 38144	CP
	2966 Forever Road	Cranberry LD, R6 S4 Plan 38144	CP
	1919 Plecas Road	Cranberry LD, R5 S13, Plan 50377	CP
	1563 Nanaimo River Rd	Douglas LD, DL5 Plan VIP59461	CP
	431 Virostko Road	Cranberry LD, R2 S13 Plan VIP69191 & Plan DD4495N Pcl C PID 009694854	CP/CT
1730 Nanaimo River Rd	Douglas LD, DL3 L9 Plan VIP73765	CP	
Trans Canada Trail	Cranberry LD, R1 pt S3-5 & 16-20, & pt Bl 87; Nanaimo LD, R1 pt S4; Bright LD, pt Bls 714 & 87; Douglas LD, pt Bl 87	RT	
Haslam Creek Bridge	Bright LD, pt Bl 87 Plan DD61352-N & Bl 1252 PID 008721084	RT	
D	Benson Creek	Mountain LD, R1 S18 Bl A, Plan VIP4TU1485	RP
E	3005 Dolphin Drive	Nanoose LD, DL78, Plan 14212	CP
	Blueback	Nanoose LD, DL78 Plan 15983	CP
	Crowsnest	Nanoose LD, DL78 Plan 22994	CP
	2450 Collins Crescent	Nanoose LD, DL6 Plan 23588	CP
	1809 Ballenas Road	Nanoose LD, DL68 L1 PID 002066734 Plan 27376	O
	Enos Creek	Nanoose LD, DL78 Plan 29112	CP
	1808 Amelia Crescent	Nanoose LD, DL68 L86 PID 001271482 Plan 30341	CP
2940 Powder Point Road	Nanoose LD, DL78 Plan 36514	CP	
Electoral Area	Location/Name	Legal Description	Use¹

¹ Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

Level 4 Parks – Undeveloped Parks, Trails and Other Open Spaces (continued)

E	2301 Weston Place 2297 Weston Place 1542 Crab Road 8428 Rumming Road 3471 Carmichael Road Henley Place Arbutus Grove Wall Estate 3383 Redden Road Dolphin Lake Schooner Ridge Dolphin Marsh Claudet Road 2453 Ainsley Place 2531 Rowland Road	Nanoose LD, DL6 L22 PID 000978060 Plan 38573 Nanoose LD, DL6 Plan 38573 Nanoose LD, LD52, Plan 44310 Nanoose LD, DL186 Plans 47433 Nanoose LD, DL78 Plan 51142 Nanoose LD, DL30 & 78 Plan 51707 Nanoose LD, DL117 Plan 43915 Nanoose LD, DL22 Plan 50198 Nanoose LD, DL30 Plan 53134 Nanoose LD, DL30 Plan 60049 Nanoose LD, DL78, 30, Plan 59180 Nanoose LD, DL30, 78 Plan 60602 Nanoose LD, DL62 L1 PID 002732548 Plan 26234 & LA PID 011167084 Plan 46810 Nanoose LD, DL78, Plan VIP68559 Nanoose LD, DL67, Plan VIP75472	O CP CP CP CP/CT CP/CT CP CP CP/CT CP CP CP CP CP CP
F	3529 Harris Crescent 2753 Old Alberni Hwy 1281 Gregory Road 1023 Allsbrook Road 1209 Kilby Road 898 Hillier Road 3171 Brooklin Lane No civic No civic 3857 Wild Road Malcolm Property Little Qualicum River Arrowsmith Trail	Cameron LD, DL74 Plan 24741 Nanoose LD, DL143 Plan 37624 Nanoose LD, DL140 Plan 37952 Nanoose LD, DL43 Plan 39421 Nanoose LD, DL149 Plan 43286 Cameron LD, DL4 Plan 46163 Cameron LD, DL4 Plan 48368 Newcastle LD, Bl 1375 Plan 41053 Cameron LD, DL8, Plan VIP1981, 52834 Cameron LD, DL9 Plan 52495 Cameron LD, DL9 Lot A, SW ¼ Plan DD4504N PID 008738505 Newcastle LD, Bl 359 L1 Plan VIP 69346 Cameron LD, pts Bl 415, 1324 & 1377	CP CP CP CP CP CP CP CP CP CP CP RP RT
G	FCPCC 676 Barclay Crescent 1013 Centre Crescent 1225 Sunrise Drive 1592 Marine Circle No civic 943 Lee Road 675 Chartwell Boulevard Top Bridge	Nanoose LD, DL28 L4 Pcl A PID 006365876 Plan DD5360-N; L2 Exc E 4.5 ch PID 006365779 Plan 2570; L3 Exc Pl 26472 PID 005572681 Plan 9203 Nanoose LD, DL28 Plan 27077 Newcastle LD, DL9 Plan 28564 Nanoose LD, DL49 L23 PID 001397826 Plan 29438 Nanoose LD, DL28 Plan 30213 Nanoose LD, DL29 Plan 32898 Nanoose LD, DL29 Plan 45825 Nanoose LD, DL88 Plan 49333 Nanoose LD, Bl 419 Plan 30113	O CP CP O/CP CP CP CP CP CP
Electoral Area	Location/Name	Legal Description	Use²

Level 4 Parks – Undeveloped Parks, Trails and Other Open Spaces (continued)

¹ Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

² Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

G	1030 Ganske Road 1257 Lee Road 903 Riley Road 597 Columbia Drive 807 Miller Road 740 Miller Road	Newcastle LD, DL76 Plan 60023 Nanoose LD, DL29 & 28 Lot B PID 023004533 Plan 60349 Nanoose LD, DL81, Plan 51544 Nanoose LD, DL28 Plan VIP62528 Nanoose LD, DL28 Lot A PID 023846194 Plan 65679 Nanoose LD, DL29 & 83 Lot 2 PID 025783017 Plan VIP76030	CP CP CP CP CP CP
	Admiral Tryon Blvd	Nanoose LD, DL28 between L22 Plan 22290 & L1 Plan 33977	BA
	Little Qualicum River Estuary	Newcastle LD, DL 11, 110, Lot 1 PID 025651561 Plan 75238	RCA
	Englishman River	Nanoose LD, Block 602 L1 Plan VIP76721 PID 025900323 & all remainder B1 602	RP
	River's Edge	Nanoose LD, B1 564 L1, PID 025862804 Plan 76468; L7 PID 025920260 Plan 76856; L19 PID 025920383 Plan 76856; L11 PID 025863649 Plan 76472; L38 PID 025863525 Plan 76471; L1 Plan VIP75276 PID 025665545	RP/O
	Top Bridge Trail	Nanoose LD, DL 129 L3 PID 006718876 Plan VIP2072	RT
	H	5354 Gainsburg Road Rose Park 4776/4877 Ocean Trail 2905 Marshall Road 241 Huson Road Dunsmuir 5162 Pearl Road 68 Islewood Drive 3875 Bovanis Road 3876 Bovanis Road 212 Kenmuir Road 151 Jamieson Road Illusion Lakes 216 Kenmuir Road 4370 Kelsey Road 95 Esary Road 7123 Island Highway W. No civic	Newcastle LD, DL1 Plan 20442 Newcastle LD, DL22 Lot 1 PID 018048757 Plan VIP55641 Newcastle LD, DL82 Plan 31044 Newcastle LD, DL9 Plan 34434 Newcastle LD, DL9 Plan 34642 Newcastle LD, DL31 Plan 37285 Newcastle LD, DL27 Plan 38181 Newcastle LD, DL22 L20 PID 000668443 Plan 41507 Newcastle LD, DL22 Plan 41640 Newcastle LD, DL22 L8 PID 000775088 Plan 41662 Newcastle LD, DL9 Plan 42807 Newcastle LD, DL40 Plan 43604 Alberni LD, B1 360 Plan 37698 Newcastle LD, DL9 Plan 52606 Newcastle LD, DL36 Plan VIP53143 Newcastle LD, DL36 Plan VIP61726 Newcastle LD, DL85 Plan VIS4417 Newcastle LD, DL 20 L1 Plan 6994

Electoral Area	Location/Name	Legal Description	Use ¹
----------------	---------------	-------------------	------------------

Level 4 Parks – Undeveloped Parks, Trails and Other Open Spaces (continued)

¹ Use: Community Park (CP), Community Trail (CT), Beach Access (BA), Other (O), Regional Park (RP), Regional Conservation Area (RCA), Regional Trail (RT).

H	Wildwood	Newcastle LD, DL85 L38 PID 006659985 Plan 2018	CP
	5320 Gainsburg Road	Newcastle LD, DL1, 86 L2 PID 024784338 Plan VIP70719	CP
	2910 Leon Road	Newcastle LD, DL9 Plan VIP65473	CP
	Alert Road #11	Newcastle LD, DL16 between LA Plan VIP11435 & L1 Plan VIP10527	BA
	Franksea Road #14	Newcastle LD, DL33 between L1 Plan VIP918R & LA Plan VIP28923	BA
	Baywater Road #17	Newcastle LD, DL20 between L1 Plan VIP74109 & LA Plan VIP61092	BA
	Crane Road #23	Newcastle LD, DL22 between rem. Lot 1, Plan 12132 & Pt 2 Plan 5622	BA
	Nile Road #24	Newcastle LD, DL22 between L2 Plan VIP41640 & L2 Plan VIP12132	BA
	Bowser Road #31	Newcastle LD, DL36 between L4 Plan VIP21618 & LA Plan VIP58219	BA
	Buccaneer Beach Rd #36	Newcastle LD, DL40 between L35 & 36 Plan 16121	BA
	Shoreline Drive #42	Newcastle LD, DL28 Plan 24584 between L9 & 10	BA
	Deep Bay Drive #47	Newcastle LD, DL1 between L70 & 71 Plan VIP20442	BA
	Lighthouse Country Trail	Newcastle LD, Whistler Road from DL32 LA Plan 45846 to DL85 L38 Plan 2018, & DL85 Plan 2018 Corduroy Rd from sthly bndry Noonday Rd to wstly bndry L39	RT
	Horne Lake Caves Road	Alberni LD, DL251 nrthly bndry of Road	RT
Hunts Creek Bridge	Alberni LD, DL254 PID 001903276 Plan VIP1753R	RT	

Schedule "B"

CAMPGROUND RULES APPLICABLE TO LEVEL 1 PARKS

1. Registration

At Horne Lake Regional Park, all campers must register and pay at the park office upon arrival. At Descanso Bay Regional Park, campers may proceed to the campground and set up camp in their reserved site, or in a site with no 'reserved' sign posted, and register and pay when authorized personnel make their rounds.

2. Fees

(a) *Horne Lake Regional Park*

Wooded sites – \$17 per night

Waterfront and overflow sites – \$22 per night

Non-profit youth group rate – \$2 per head per night

Boat launch – \$5 per launch; \$2 per launch for Owners of Strata Plan – VIS 5160.

Programmed recreation campsites – as authorized by District Manager

Programmed recreation – as authorized by District Manager

Rentals – as authorized by District Manager

Firewood and other goods – as authorized by District Manager

(b) *Descanso Bay Regional Park*

All sites \$15/night

Non-profit youth group rate – \$2 per head per night

Firewood and other goods – as authorized by District Manager

Any person who has not paid a required fee will be charged double the regular rate. The Goods and Services tax may be charged in addition to the above noted fees.

3. Number of People and Vehicles per Designated Campsite

At each designated campsite there may be no more than:

(a) eight (8) people, including no more than four (4) adults, an adult being 16 years of age or older; and

(b) one recreational vehicle (RV).

A second non-RV vehicle may be permitted by authorized personnel at a designated campsite for an additional nightly charge of 50 per cent of the campsite fee if space permits.

4. Length of Stay

The maximum length of stay for a camper is fourteen days per season, not necessarily consecutively. Additional stays may be allowed by authorized personnel if vacancies permit.

5. Campsite Condition

Campers must remove all garbage from their campsites and fire pits before vacating a site.

6. Noise

During the hours between 11 pm and 7 am, all campers shall be quiet. During the remainder of the day, noises or sounds generated at one campsite must not be sufficient to bother neighbouring campers.

7. Boat Launch Ramp at Horne Lake Regional Park

All vessels requiring a trailer must be launched at the boat launch ramp. All launchers must register and pay at the park office before launching a vessel, and carry with them when on the water any boating rules and maps provided at registration. The ramp opens at 7 am and closes by no later than 9:30 pm or dusk, whichever is earlier. All vessels must be out of the water by ramp closing time.

Schedule “C”

PARK USE PERMIT FEES¹				
Special Uses	Permit Fee²	Damage Deposit	Site Preparation and Clean-up Costs	Comprehensive General Liability Insurance
1. Use of common facilities such as shelters and congregate spaces for groups involving up to 50 people	\$50 / day	n/a	Repair to facilities at cost, plus Hourly charge-out rate of \$28/person and \$25/vehicle	n/a
2. Non-profit recreation services or activities such as training, guiding and recreation programming	\$15 / day	\$100		\$2,000,000
3. Commercial recreation services or activities such as training, guiding and recreation programming	\$100 / day	\$100		\$2,000,000
4. Events such as festivals, shows, parties, competitions, regattas, ceremonies, and the operation of model planes	\$100 / day	\$100		\$2,000,000
5. Commercial filming (video, motion picture or television) or still photography	\$250 / permit	\$500		\$5,000,000
6. Research activity including survey and petition work	\$50 / permit	\$100		\$2,000,000
7. Access through a park for utilities or vehicles	\$500 / year	n/a		\$2,000,000

¹ All fees are subject to the Goods and Services Tax.

² A permit fee exemption may be granted where a special use is deemed to be of benefit to a park. Non-profit groups including schools that involve participants less than 18 years of age only are exempt from the requirement to pay a permit fee.

Schedule ‘D’

FINE SCHEDULE

Description of Offence	Section of Bylaw	Minimum Fine
Failure to comply with rules and signage	5.1	\$100
Unacceptable public conduct	5.3	\$100
Improper use of a vehicle	5.4	\$100
Improper parking	5.5	\$100
Failure to obey camping rules	5.6	\$100
Improper use of a vessel	5.7	\$100
Inappropriate cycling or horseback riding	5.8	\$100
Failure to control or manage an animal	5.9(a) to (f)	\$ 50
Behaviour detrimental to a wild animal	5.9(g)	\$100
Hunting; carrying or discharging guns or bows	5.10(a)	\$200
Improper fishing or shellfish harvesting	5.10(b)(c)	\$ 50
Littering	5.11(a)	\$ 50
Depositing garbage or polluting with undesirable materials	5.11(b)to (d)	\$200
Failure to alert authorities about a known pollution event	5.11(e)	\$ 50
Causing damage or interfering	5.12	\$100
Unacceptable use of fire, lit materials or explosives	5.13(a)(b)	\$100
Failure to alert authorities about known at-large fires	5.13(c)	\$ 50
Improper treatment of the natural environment	5.14	\$100
Unacceptable play behaviour	5.15(a)	\$ 50
Unauthorized special use or commercial activity	5.16	\$100
Failure to comply with the terms of a park use permit	5.17(g)(h)	\$100
Failure to obey or obstruction of a Bylaw Enforcement Officer	6.2, 6.3	\$100

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1399.01

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO
PARK USE REGULATIONS BYLAW NO. 1399, 2004**

WHEREAS the “Regional District of Nanaimo Park Use Regulations Bylaw No. 1399, 2004” defines the regulations, prohibitions and requirements pertaining to use of regional and community park properties;

AND WHEREAS the Regional District of Nanaimo Board wishes to amend Bylaw No. 1399, 2004;

NOW THEREFORE the Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. “Regional District of Nanaimo Park Use Regulations Bylaw No. 1399, 2004” is hereby amended by:
 - (a) deleting reference to Electoral Area ‘D’ in Section 3.1;
 - (b) amending the definition of “Cycle” by adding as a final clause “and includes electric bicycles”;
 - (c) deleting the definition of “District Manager” in its entirety and replacing it with the following:

“District Manager” means the Regional District of Nanaimo Manager of Parks Services;
2. Schedule ‘A’ of Bylaw No. 1399 is hereby repealed and replaced with Schedule ‘A’ attached hereto and forming part of this bylaw.
3. Schedule ‘B’ of Bylaw 1399 is hereby repealed and replaced with Schedule ‘B’ attached hereto and forming part of this bylaw.
4. This bylaw may be cited as “Regional District of Nanaimo Park Use Regulations Amendment Bylaw No. 1399.01, 2009.”

Introduced and read three times this 26th day of May, 2009.

Adopted this 26th day of May, 2009.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Schedule `A' to accompany "Regional District of Nanaimo Park Use Regulations Amendment Bylaw No. 1399.01, 2009"

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'A'

DISTRICT PARKS

Electoral Area	Location/Name	Legal Description	Type*
Level 1 Parks -- Parks with Campgrounds			
B	Descanso Bay	Lots A & B VIP73679 Nanaimo Gabriola	RP
H	Horne Lake	Bk 40 VL&M PL691N Exc PL46603 Alberni	RP
Level 2 Parks -- Improved Parks			
A	Nanaimo River	S7 R8 exc VIP70950 & W 25 acres S6 R8 exc VIP70831Cranberry	RP
	Thelma Griffiths	Lot 1 VIP79928 S11 & 12 R6 Cranberry	CP
B	Malaspina Galleries	Park VIP13535 S24 Nanaimo Gabriola	CP
	Rollo McClay	Park VIP51655 S18 Nanaimo Gabriola	CP
	Joyce Lockwood	ULC N of S16 & E of S31 Nanaimo Gabriola	CP
B	Cox	Rem N 1/2 of N 1/2 of S20 Nanaimo Gabriola	CP
	Whalebone	Park VIP17658 S31 Nanaimo Gabriola	CP
	Petroglyph Trail	Park VIP66198 S2 Nanaimo Gabriola	CT
	Sea Fern	Park VIP15752 S26 Nanaimo Mudge	CP
C	Meadow	Lot 11 VIP80079 S14 R4 Mountain	CP
E	Beachcomber	Lots 29 & 30 VIP10777 Bk A DL38 Nanoose	RP
	Jack Bagley	Rem A VIP13317 DL 6 Nanoose	CP
	Nanoose	Lots 3, 4, 5 & 6 VIP27190 DL130 Nanoose	CP
	Brickyard	Park VIP47638 DL78 Nanoose	CP

Electoral Area	Location/Name	Legal Description	Type*
F	Veterans	Lots 31 & 46 VIP1989 DL139 Nanoose	CP
G	Little Qualicum River Estuary	Lot 1 VIP75238 DL 11 & 110 Newcastle	RCA
	Maple Lane	Park VIP30958 DL1 Nanoose	CP
	San Malo	Park VIP45190 DL181 Nanoose	CP
	Boultbee	Lot 66 VIP32604 DL49 Nanoose	CP
	Hawthorne Rise	Park VIP40962/75836/76162 DL49 Nanoose	CP
	Neden Way	Park VIP42840 DL81 Nanoose	CP
	Women's Institute Hall	Lot A VIP32528 DL11 Newcastle	CP
	Tara	Park VIP69574 DL29 Nanoose	CP
H	Centennial	Park VIP37285 DL31 Newcastle	CP
	Lions	Lot A VIP45846 DL32 Newcastle	CP
	Deep Bay Creek	Park VIP20442 DL1 & Lot 2 VIP70719 DL1&86 Newcastle	CP
	Wildwood Dr	Park VIP81348 DL85 Newcastle	CP
Level 3 Parks -- Active Transportation			
A	Morden Colliery	DD6974-N Pcl A S12 & S13 R1, Pcl B S14 R1 & R2, Pcl C S11 R8 & rem S15 R1, Lot A VIP66235 S15 R2 Cranberry & Cedar	RT
A	Nelson Rd	Crown foreshore off Nelson Rd between Lot 1 VIP14877 S16 R5 & Lot 28 S17 R5 VIP3779 Cedar	WA
B	Descanso Bay	Descanso Bay Rd between Lots 16 & 17 VIP14718 S25 Nanaimo Gabriola	WA
	Spring Beach	Spring Beach Dr between Lots 17 & 25 VIP21158 S2 Nanaimo Gabriola	WA
	The Strand	The Strand between Lots 36 & 37 VIP176998 S18 Nanaimo Gabriola	WA
B	El Verano	Narrows Rd between Lots 15 & 16 VIP17835 S28 Nanaimo Gabriola	WA
G	Admiral Tryon	Admiral Tryon Blvd betw'n Lot 22 VIP22290 & Lot 1 VIP33977 DL28 Nanoose	WA
	Millennium Bridge	Barclay Cres between Lot 9 VIP23031 & Lot 83 VIP26472 DL28 Nanoose	RT
	Top Bridge Crossing	Allsbrook Rd between Park VIP30113 Bk 419 & Park VIP33339 Bk 564 Nanoose	RT
H	Sunny Beach	Sunny Beach Rd between Lot 1 & Lot A VIP73539 DL33 Newcastle	WA

Electoral Area	Location/Name	Legal Description	Type*
Level 3 Parks -- Active Transportation (cont'd)			
H	Franksea	Franksea Rd between Lot 1 VIP918R & Lot A VIP28923 DL33 Newcastle	WA
	Deep Bay	Deep Bay Dr between Lots 23 & 24 VIP20442 DL1 Newcastle	WA
	Shoreline	Shoreline Dr between Lots 9 & 10 VIP24584 DL28 Newcastle	WA
	Buccaneer Beach	Buccaneer Beach Rd between Lots 35 & 36 VIP16121 DL40 Newcastle	WA
	Bowser	Bowser Rd between Lot 4 VIP21618 & Lot A VIP58219 DL36 Newcastle	WA
	Nile	Nile Rd between Lot 1 VIP41640 & Lot 2 VIP12132 DL22 Newcastle	WA
	Crane	Crane Rd between pt Lot 1 VIP12132 & Pt Lot 2 VIP5622 DL22 Newcastle	WA
	Baywater	Baywater Rd between Lot 1 VIP74109 & Lot A VIP61092 DL20 Newcastle	WA
	Alert	Alert Rd between Lot A VIP11435 & Lot 1 VIP10527 DL16 Newcastle	WA
	Thompson Clarke - Ocean Trail	Pt Lot 1 VIP31751 & Ocean Trail between E&N & Lot 50 VIP31044 DL82 Newcastle	CT
Level 4 Parks -- Undeveloped			
A	Fawcett	Park VIP14877 S16 R5 DL36 Cedar	CP
	Ivor	Park VIP35760 S19 R4 Cedar	CP
	Glynneath	Park VIP41900 S19 R4 Cedar	CP
	Addison	Lot D VIP42783 S10 R1 Cedar	CP
	Morden Colliery east	Lot 1 VIP66841 S15 R1 Cedar	CP
	Morden Colliery adjuncts	Park VIP59634 S14 R1 Cedar	CP
	Kipp	Park VIP78539 S14 R6	CP
	Woodridge	Lot 22 VIP80144 S16 & 17 R8 Cranberry	CP
	Whiting	Lot 9 VIP84318 S1 R6 Cedar	CP
	MacMillan	Park VIP85081 S16 R8 Cranberry	CP
B	Coats Marsh	Rem NW 1/4 S10 Nanaimo Gabriola	RP
	South w	Park VIP24754 S3 Nanaimo Gabriola	CP
	Fleet	Park VIP30963 S18 Nanaimo Gabriola	CP
	Stalker	Park VIP41031 S4 Nanaimo Gabriola	CP
	The Strand	Park VIP45781 S18 Nanaimo Gabriola	CP
	South e	Park VIP52510 S4 Nanaimo Gabriola	CP
	Coats e	Park VIP69975 S9 Nanaimo Gabriola	CP
	Cardale 1	Park VIP71391 S24 Nanaimo De Courcy	CP

Electoral Area	Location/Name	Legal Description	Type*
Level 4 Parks – Undeveloped (cont'd)			
B	Link Bay n	Park VIP39964 S24 Nanaimo De Courcy	CP
	Link Bay s	Park VIP46938 S24 Nanaimo De Courcy	CP
	Coats w	Park VIP75929 S10 Nanaimo Gabriola	CP
	Decourcy	Park VIP12655 S21 Nanaimo Gabriola	CP
	Hyham	Park VIP77409 S4&5 Nanaimo Gabriola	CP
	707 Acres	NE 1/4 S13; NW 1/4 S14; S 1/2 of NE 1/4 S14; N 1/2 of SW 1/4 S15; SE 1/4 S14; E 1/2 of NE 1/4 S10	CP
		Nanaimo Gabriola	
	Dunlop	Park VIP70935 S23 Nanaimo De Courcy	CP
	Dunlop Flewett Trail	Park VIP70935 S10 Nanaimo De Courcy	CP
	Cardale 2	Park VIP82457 S10 & 24 Nanaimo De Courcy	CP
	Seymour	Park VIP82759 S8 Nanaimo Gabriola	CP
	C	Benson Creek Falls	Bk A S17 & 18, Bk B S18, Bk C S17 R1 Mountain
Mount Benson		S7 R4; E 10 ch S7 R3; Bk 787 exc pt P12334 RW & exc pt P128907 & VIP75642; Bk 1161 Mountain	RP
Mount Arrowsmith Massif		Bk 1380 Cameron	RP
Trans Canada		pt S4 R1 Nanaimo; pt S3-6 & S16-20 R1, pt S6-11 & S14-16 R2 Cranberry; pt Bk 87, 194, 714, 1252 DL20	RT
		Bright	
Arrowsmith CPR		pt Bk 415 & pt 1377 & pt Bk 1324 Cameron	RT
Riverbend 1		Park VIP38144 S3 R6 Cranberry	CP
Riverbend 2		Park VIP38144 S3 R6 Cranberry	CP
Plecas		Park VIP50377 S13 R5 Cranberry	CP
Twilight		Park VIP59461 DL5 Douglas	CP
Virostko		Park VIP69191 S13 R2 Cranberry	CP
	Southforks 1	Park & Lot 9 VIP73765 & Park VIP77998 DL3 Douglas	CP
	Creekside	Lot 6 VIP80088 S14 & 15 R3 Mountain	CP
	Heather	Park VIP84517 S5 & 6 R3 Cranberry	CP
	Southforks 2	Park VIP84973 DL3 Douglas	CP
	Extension	Park VIP86100 S12 & 13 R1 Cranberry	CP
E	Blueback	Park VIP15983 DL78 Nanoose	CP
	Crowsnest	Park VIP22994 DL78 Nanoose	CP
	Armstrong/Collins	Park VIP23588 DL6 Nanoose	CP
	Enos Crk	Park VIP29112 DL78 Nanoose	CP
	Amelia	Lot 86 VIP30341 DL68 Nanoose	CP
	Powder Pt	Park VIP36514 DL78 Nanoose	CP
	Weston	Park VIP38573 DL6 Nanoose	CP
	Crab	Park VIP44310 DL52 Nanoose	CP
	Rumming	Park VIP47433 DL186 Nanoose	CP
	Carmichael 1	Park VIP51142 DL78 Nanoose	CP
	Henley	Park & Lot 52 VIP51707 DL30 & 78 Nanoose	CP

Electoral Area	Location/Name	Legal Description	Type*
Level 4 Parks – Undeveloped (cont'd)			
E	Arbutus Grove	Park VIP43915 DL117 Nanoose	CP
	Wall Estate	Park VIP50198 DL22 Nanoose	CP
	Redden	Park VIP53134 DL30 Nanoose	CP
	Dolphin Lake	Park VIP60049 DL30 Nanoose	CP
	Schooner Ridge	Park VIP59180 DL30 & 78 Nanoose	CP
	Dolphin Marsh	Park VIP60602 DL30 & 78 Nanoose	CP
	Claudet	Rem Lot 1 VIP26234 & Lot A VIP46810 DL62 Nanoose	CP
	Ainsley	Park VIP68559 DL78 Nanoose	CP
	Rowland	Park VIP75472 DL67 Nanoose	CP
	Richard	Park VIP77847 DL78 Nanoose	CP
	Carmichael 2	Lot 9 VIP78139 DL78 Nanoose	CP
	Northwest Bay	Lot A VIP80339 DL68 Nanoose	CP
	Claudet 2	Lot 3 VIP80939 DL84 Nanoose	CP
	Bonnington	Lots 1, 2 & 3 VIP80854 DL78 Nanoose	CP
	Bradner	Lot B VIP85588 DL78 Nanoose	CP
F	Little Qualicum River	Lot 1 VIP69346 Bk 359 Newcastle	RP
	Arrowsmith CPR	pt Bk 415 & pt 1377 & pt Bk 1324 Cameron	RT
	Harris	Park VIP24741 DL74 Cameron	CP
	Old Alberni Hwy	Park VIP37624 DL143 Nanoose	CP
	Coombs Station	Park VIP37952 DL140 Nanoose	CP
	Allsbrook	Park VIP39421 DL43 Nanoose	CP
	Kerr	Park VIP43286 DL149 Nanoose	CP
	Hilliers	Park VIP46163 DL4 Cameron	CP
	Brooklin	Park VIP48368 DL4 Cameron	CP
	Beside Little Q Falls PP	Park VIP41053 Bk 1375 Newcastle	CP
	Mellon	Park VIP52834 DL 8 Cameron	CP
	Wild	Park VIP52495 DL9 Cameron	CP
	Malcolm	SW 1/4 L Pcl A DD4504N DL9 Cameron	CP
	Meadowood	Lot 2 VIP69346 Bk 359 Newcastle	CP
	Romain	Park VIP82280 DL104 Nanoose	CP
	Dolly Varden	Park VIP77754 Bk 359 Newcastle	CP
G	Englishman River	Lot 1 VIP76721 & rem Bk 602 Nanoose	RP
	Top Bridge	Lot 1 VIP21770 DL123; VIP613R Bk 564; Lot 3 VIP2072 DI 129; Park VIP33339 Bk 564 Nanoose	RT
	Barclay	Park VIP27077 DI 28 Nanoose	CP
	Centre	Park VIP28564 DL9 Newcastle	CP
	Marine Circle/Columbia 1	Park VIP30213 DL28 Nanoose	CP
	Lee 1	Park VIP32898 DL29 Nanoose	CP
	Lee 2	Park VIP45825 DL29 Nanoose	CP
	Top Bridge	Park VIP30113 Bk 419 Nanoose	CP
	Huckleberry	Park VIP60023 DL76 Newcastle	CP
	Lee 3	Lot B VIP60349 DL28 & 29 Nanoose	CP
	Riley	Park VIP51544 DL81 Nanoose	CP
	Columbia 2	Park VIP62528 DL28 Nanoose	CP

Electoral Area	Location/Name	Legal Description	Type*
Level 4 Parks – Undeveloped (cont'd)			
G	Miller north	Lot A VIP65679 DL28 Nanoose	CP
	Miller south	Lot 2 VIP76030 DL126 Nanoose	CP
	Johnstone	Johnstone Rd between Lots 8 & 9 VIP22087 DL49	CP
		Nanoose	
	Mallard	Mallard Rd between Lot 10 VIX3167 & Lot 1 VIP22087	CP
		DL49 Nanoose	
	Rivers Edge	Lot 1 VIP75276; Lot 1 VIP76468; Lot 38 VIP76471;	CP
		Lot 11 VIP76472; Lot 1 VIP76854; Lots 7 & 19	
		VIP76856 Bk 564 Nanoose	
	Sumar	Lot Park VIP79152 DL28 Nanoose	CP
	Lee 4	Park VIP79275 DL29 Nanoose	CP
H	Lighthouse Country	1950 Gazetted Hwy (Whistler Rd) between Lot A	RT
		VIP45846 DL32 & Lot 38 VIP2018 DL85 Newcastle	
	Big Qualicum	VIP1753R pt DL254 Alberni	RT
	Rose	Lot 1 VIP55641 DL22 Newcastle	CP
	Blue Heron	Park VIP31044 DL82 Newcastle	CP
	Ocean Trail	Park VIP31751 DL82 Newcastle	CP
	Marshall	Park VIP34434 DL9 Newcastle	CP
	Huson	Park VIP34642 DL9 Newcastle	CP
	Pearl	Park VIP38181 DL27 Newcastle	CP
	Islewood	Lot 20 VIP41507 DL22 Newcastle	CP
	Bovanis 1	Park VIP41640 DL22 Newcastle	CP
	Bovanis 2	Lot 8 VIP41662 DL22 Newcastle	CP
	Kenmuir 1	Park VIP62179 DL19 Newcastle	CP
	Palm Pacific	Park VIP43604 DL40 Newcastle	CP
	Illusion Lake	Park VIP37698 Bk 360 Alberni	CP
	Kenmuir 2	Park VIP52606 DL9 Newcastle	CP
	Oakdowne main	Lots J & A VIP78305 DL89 Newcastle	CP
	Kelsey	Park VIP53143 DL36 Newcastle	CP
	Henry Morgan	Park VIP61726 DL36 Newcastle	CP
	Hwy 19A Northdowne	Park VIP66049 DL85 Newcastle	CP
	1950 Gazetted Hwy	Park VIP68932 DL20 Newcastle	CP
	Wildwood	Lot 38 VIP2018 DL85 Newcastle	CP
	Leon	Park VIP65473 DL9 Newcastle	CP
	Creekside	Lot C VIP85210 DL22 Newcastle	CP
	Oakdowne Annex 1	Pt Lot G VIP78305 DL89 Newcastle	CP
	Oakdowne Annex 2	Pt Lots B, H & I VIP78305 Newcastle	CT
*Type	(RP) Regional Park (RCA) Regional Conservation Area (RT) Regional Trail		
	(CP) Community Park (CT) Community Trail (WA) Water Access		

Chairperson

Sr. Mgr., Corporate
Administration

Schedule `B'

CAMPGROUND RULES APPLICABLE TO LEVEL 1 PARKS

1. **Registration**

At Horne Lake Regional Park, all campers must register and pay at the park office upon arrival. At Descanso Bay Regional Park, campers may proceed to the campground and set up camp in their reserved site, or in a site with no 'reserved' sign posted, and register and pay when authorized personnel make their rounds.

2. **Fees**

(a) *Horne Lake Regional Park*

High Season (mid-May to mid-September)

- Wooded sites – \$20.00 per night
- Waterfront and overflow sites – \$24.00 per night
- Extra vehicle wood sites - \$10.00
- Extra vehicle waterfront and overflow sites - \$12.00
- Extra vehicle consecutive-day stays pass - \$75.00

Off-season (mid-September to mid-May)

- Wooded, waterfront and overflow sites - \$10.00 per night
- Extra vehicle - \$5.00

Non-profit Youth Group – \$2.50 per head per night

Boat Launch – \$6.00 per launch; \$50.00 for 10-launch pass

Programmed recreation, retail, rental and packages: as authorized by District Manager.

(b) *Descanso Bay Regional Park*

High Season (mid-May to mid-September)

- All Sites - \$17.00 per night
- Extra vehicle - \$8.50
- Extra vehicle consecutive-day stays pass - \$55.00

Off-season (mid-September to mid-May)

- All Sites - \$10.00 per night
- Extra vehicle - \$5.00

Non-profit Youth Group - \$2.50 per head per night

Programmed recreation, retail and packages: as authorized by District Manager.

3. **Number of People and Vehicles per Designated Campsite**

At each designated campsite there may be no more than:

- (a) eight (8) people, including no more than four (4) adults, an adult being a person 18 years of age or older; and
- (b) one recreational vehicle (RV).

A second non-RV vehicle may be permitted by authorized personnel at a designated campsite for an additional nightly charge of 50 per cent of the campsite fee if space permits.

4. **Length of Stay**

The maximum length of stay for a camper is fourteen days per season, not necessarily consecutively. Additional stays may be allowed by authorized personnel if vacancies permit.

5. **Campsite Condition**

Campers must remove all garbage from their campsites and fire pits before vacating a site.

6. **Noise**

During the hours between 11 pm and 7 am, all campers shall be quiet. During the remainder of the day, noises or sounds generated at one campsite must not be sufficient to bother neighbouring campers.

7. **Boat Launch Ramp at Horne Lake Regional Park**

All vessels requiring a trailer must be launched at the boat launch ramp. All launchers must register and pay at the park office before launching a vessel, and carry with them when on the water any boating rules and maps provided at registration. The ramp opens at 7 am and closes by no later than 9:30 pm or dusk, whichever is earlier. All vessels must be out of the water by ramp closing time.

**Attachment 5:
Descanso Bay Regional Park Management Plan, 2003.**



Descanso Bay Regional Park Management Plan

Publication Date: November 14, 2003

Recreation and Parks

Ph: (250) 248-3252

Fax: (250) 248-3159

Email: recparks@rdn.bc.ca

Www.rdn.bc.ca

Regional District Office

Ph: 1-877-607-4111



Descanso Bay Regional Park –Management Plan

Table of Contents

Section 1 – Executive Summary	1
1.1 Purpose of the Management Plan	1
1.2 Management Plan Process	1
1.3 Plan Summary.....	2
Section 2 - RDN Regional Parks	1
2.1 Regional Parks and Trails	1
2.2 Park System Plan – Vision	2
2.3 Park System Plan - Goal	
Map No. 2.1 – Regional Park System.....	3
Section 3 – Descanso Bay Regional Park	1
3.1 Setting and Context.....	1
3.2 Background Summary	1
3.3 Vision.....	3
3.4 Objectives	3
Map No. 3.1 – Descanso Bay Regional Park Facilities	4
Section 4 - Management Policies	1
4.1 Introduction.....	1
4.2 Accessibility.....	1
4.3 Public Safety	2
4.4 Environment	4
4.5 Park Use	7
4.6 Standards.....	9
4.7 Operations and Administration.....	11
4.8 Economic Development.....	12
4.9 Cooperation.....	13
4.10 Park Use Zones	15
Map No. 4.1 – Park Use Zones.....	16
Section 5 - Operational and Administrative Requirements	1
5.1 Park Operator – Operations	1
5.2 RDN – Administration.....	3
Table No. 5.1 – RDN Administration.....	4

Table of Contents (continued)

APPENDIX

I. Facilities and Uses

II. Capital Plan & Capital Projects

III. Operating Guidelines

Schedule No. 1 Public Control and Emergency Procedures

Schedule No. 2 Facility Maintenance Standards

Schedule No. 3 Campground and Boat Launch Operations

Schedule No. 4 Financial and Administrative Management

IV. Ancillary Uses

Section 1 – Executive Summary

1.1 Purpose of the Management Plan

The Management Plan is an administrative document that guides the management and operation of Descanso Bay Regional Park (DBRP) for the next five years and beyond. It sets out objectives and policies for the management of the natural, cultural and recreational features of the Descanso Bay Regional Park. This Plan sets out the roles and responsibilities for day-to-day operations and includes a capital plan, which defines proposed development actions to be undertaken within the next five years. The Plan also references some of the anticipated future actions that are proposed to be undertaken beyond the five-year period as these issues have been identified as part of the public consultation process or have been recognized as part of the ongoing operations.

The regional park is adjacent to a 45.7 ha Community Park. The management plan will discuss the community park as it relates to the regional park. Recreation and Parks staff has begun working with the Gabriola Parks and Open Space Advisory Committee (POSAC) to establish priorities for the development and management of the community park. Currently members of the POSAC and other volunteers are upgrading trails within the community park that provide a link to the regional park.

The RDN will enter into a five-year contract with a private contractor for park operations for the period from January 1, 2004 to December 31, 2008. As stated above, this Plan will provide the guiding framework for the Park Operator who is responsible for the day-to-day operations and for the RDN, who is responsible for the administrative actions as well as the implementation of those improvements, identified in the capital plan. The RDN will also be directly involved in preparing public information and promotional materials for the park and will respond to public inquiries and obtain feedback on park policies and operations. A review of the objectives and policies of this Plan and an assessment of the success of the operating contract will be considered prior to the end of the five-year term and prior to proceeding with a future five-year operating contract for the period beginning January 2009.

1.2 Management Plan Process

In 2002, the RDN acquired the Regional Park from the Coastal Community Credit Union (CCCU). The land contained the Gabriola Campground that had been operated by the Credit Union since the early 1980s. At the time of purchase, the land was subdivided into three parcels. Two of the parcels, totaling 15.8 ha in size, were purchased using funds from the Regional Park Function and were designated as a Regional Park. The remaining 45.7 ha of land was created as a Community Park and funds to purchase that portion of the property were approved by residents of Electoral Area 'B' in a community parkland acquisition that was held November 24, 2001. For the 2002 season, the CCCU hired a contractor to manage the day-to-day operations. In October 2002, the RDN entered into a contract with a park operator to manage the campground until December 31, 2003.

Development of the Management Plan has been done in consultation with various agencies and organizations including residents of Gabriola Island; the Gabriola Recreation Society (the main provider of recreation services for Electoral Area 'B'); Electoral Area 'B' Parks and Open Space Committee; Ministry of Water, Land and Air Protection (MWALP); Federal Fisheries and Oceans (DFO); Ministry of Forests; Gabriola Island Volunteer Fire Department; Gabriola Island Chamber of Commerce; BC Parks; local tourism and business community; Tourism Nanaimo; Vancouver Island Health Region; Gabriola Local Trust Committee; Electoral Area Director Gail Lund; Islands Trust trustees and staff, and the existing park operator. Recreation and Parks staff was consulted throughout the process.

Two public open houses were held on Gabriola Island. One was held June 2003 to get input into the vision, objectives and issues for the Descanso Bay Regional Park and a second open house was held October 2003 to introduce the draft Management Plan and allow residents to provide feedback as to how initial input was incorporated into the Plan and also to receive feedback from community members with regards to the draft document.

1.3 Plan Summary

The Management Plan is a policy document that guides the day-to-day and longer-term operations and administrative requirements for managing the Descanso Bay Regional Park. The Plan describes the current facilities and various natural and man-made features and facilities found in the Regional Park. Nine objectives are detailed in Section 3 and are organized in the following categories: *Accessibility, Public Safety, Environment, Park Use, Standards, Operations and Administration, Economic Development, and Cooperation*. Detailed policies have been developed for each of these categories and are found in Section 4. Section 5 outlines the operational and administrative requirements for the both the Park Operator and for the RDN and sets out timelines for fulfilling these requirements. The *Appendices* include a capital works plan and budget and detailed operating guidelines for public control and emergency procedures, facility maintenance standards, campground operations, financial and administrative management, and details the permitted ancillary uses. The operational components of the Management Plan will be compiled to develop the operating agreement for the Park Operator.

Section 2 – RDN Regional Parks

2.1 Regional Parks and Trails

The RDN Regional Parks function was established in 1989. Regional parks are lands deemed to be significant for the population of the whole region. As a result, the costs associated with acquiring regional parks and of developing major capital items within regional parks are funded by residents of the eight electoral areas. The operation of regional parks (maintenance costs, etc) is shared by agreement among the four municipalities (City of Nanaimo, City of Parksville, Town of Qualicum Beach, and District of Lantzville) and the electoral areas.

Descanso Bay Regional Park, located in Electoral Area ‘B’, is one of seven regional parks and one of two regional campgrounds. Other Regional Parks include: Nanaimo River in Electoral Area ‘A’; Benson Creek Falls above Brannen Lake in Electoral Area ‘D’; Beachcomber in Electoral Area ‘E’; Little Qualicum River in Electoral Area ‘F’; Englishman River Regional Park and Little Qualicum River Estuary Regional Conservation Area both located in Electoral Area ‘G’ and Horne Lake Regional Park in Electoral Area ‘H’ (*see Map No. 2.1*).

In 1994, the “Official Regional Park Plan Designation Bylaw 921, 1994” was adopted. Bylaw No. 921 is a guiding document that recognizes existing and potential parks and open space sites in the region, including Regional Parks. This Bylaw also advocates actions to secure and manage parks and open spaces, and defines various means by which the RDN can secure parkland. The vision and goals of Bylaw No. 921 are outlined in Section 2.2 and 2.3. It is anticipated that Bylaw No. 921 will be reviewed within the next two years to reflect the changes that have occurred within the regional park system since 1994 as discussed below.

Bylaw No. 921 establishes three park service types; regional park, greenbelts, and community parks, in addition to further park land classification. Campgrounds were not identified as being part of the Regional Park Function in Bylaw No. 921; therefore, the proposed Regional Park Plan revision must include this use as part of the regional park function. In addition, other changes have occurred that need to be reflected in a new regional park plan. These changes include, but are not limited to, the extent of regional park acquisitions, the repeal of the provincial ***Parks Regional Act*** and partnerships that have been formed to acquire and manage three Regional Parks.

It is anticipated that the proposed Regional Park Plan revision will be a broad policy document that defines the RDN’s capacity to acquire, develop, maintain and manage regional parks, trails, and open spaces. It is also expected that park plans will be developed for each Electoral Area where a community based vision for locally significant parks, trails, and open spaces is identified. In addition, Electoral Area park plans are anticipated to outline strategies for the acquisition, protection, development and management of community parks and open spaces in the individual plan area. Electoral

Area 'E' is currently the only Electoral Area for which a community parks plan has been developed. Together the revised Regional Park Plan and the Electoral Area parks plan will provide comprehensive guidance for parks planning in the RDN.

2.2 Parks System Plan – Vision

The vision for the regional park system defined in Bylaw No. 921 considers the public's desire, legal constraints, the spirit and intent of the park services, and the needs of the Regional District of Nanaimo. It is outlined as follows: *The Regional District will establish, develop and operate a park system for the security, protection and stewardship of lands within the region which maintain livability, provide environmental and natural resource protection and accommodate outdoor recreational pursuits.*

2.3 Parks System Plan – Goal

The goal for regional parks as outlined in the Regional Park plan is as follows:

To secure and protect for all time, a system of park sites and trails, which provide representation of the four distinct landscapes of the region, as well as sites that include unique natural and historic features and experiences of regional significance. Regional parklands will accommodate the enjoyment and appreciation of the sites in a manner that assures their natural qualities are unimpaired for generations to come. Regional trails will provide for linear outdoor recreational opportunities that link components of the Regional District Park System, other park and protected areas, and the neighbourhoods of the Regional District.

Pursuant to the criteria outlined in Bylaw No. 921 and the factors described in Section 3 of this Plan, Descanso Bay Regional Park meets the criteria of a regional park.

Section 3 – Descanso Bay Regional Park

3.1 Setting and Context

In May 2002, the Regional District of Nanaimo acquired a 61.5 ha parcel of land from the Coastal Community Credit Union (CCCU). The land contained the Gabriola Campground that had been operated by the Credit Union since the early 1980s. At the time of purchase, the land was subdivided into three parcels. Two of the parcels, totaling 15.8 ha in size, were purchased using funds from the Regional Park Function and were designated as a Regional Park. The remaining 45.7 ha of land was created as a Community Park and funds to purchase that portion of the property were approved by residents of Electoral Area ‘B’ in a community parkland acquisition referendum that was held November 24, 2001.

The Regional Park is located adjacent to Descanso Bay on the northwest side of Gabriola Island. Descanso Bay Regional Park is the first regional park and is the only public campground on Gabriola Island. It is a regionally significant oceanfront site with a sandstone beachfront and three bays with natural sandy pockets. The Regional Park campground contains 32 campsites that were developed by the Credit Union. There is also a car top boat launch and large areas for picnic and group type activities as well as extensive natural forest cover. Near the waterfront is an old farmhouse. In the past, the building was rented out for accommodation and meetings; however, it has deteriorated and has been closed off to the public for safety reasons.

Taylor Bay Road and McConvey Road separate the Regional Park from the Community Park. The Community Park property consists of an irregular shaped forested area 10.5 ha in size and is located north of McConvey Road. This portion of the Community Park is within the Agricultural Land Reserve. East of Taylor Bay Road is the balance of the parcel and is 35.2 ha in size and is in a naturally forested state. A well developed trail system currently exists and is currently being upgraded and expanded and when complete it will provide a pedestrian and cycling link to the ferry, the west side of the island, and Descanso Bay Regional Park.

While the RDN is the local government responsible for parks on Gabriola Island, the Islands Trust is the local government authority for other functions including land use.

3.2 Background Summary

The park is located on the west side of Gabriola Island on Taylor Bay Road, approximately 1 km from the ferry terminal. The park is 15.8 ha in size and contains significant environmental and archeological features including an eagle nest tree, abundant marine and bird life, and five separate archeological sites. The park is adjacent to three large shallow bays that are rich in marine life. Unique sandstone rock and cliff formations are also found here. The five archeological sites located on the property indicate the productivity of the beaches for the First Nations.

Gabriola Island attracts visitors from Vancouver Island, the rest of BC, elsewhere in Canada and other parts of the world. As the park has operated as a campground for many years and no other

public campground on the island exists, this park provides alternative accommodation for visitors to Gabriola Island. Additionally, a trail is currently being developed through the community park and will connect the regional park with the north side of the island for local residents walking or cycling around the island. The car top boat launch is well used by locals and visitors to provide marine access to Malaspina Galleries and provides a link to a marine trail for kayakers paddling around the southern Gulf islands.

The park is well treed throughout the property and the vegetation is generally consistent with a mature second growth Douglas-fir forest that includes Douglas fir, hemlock, spruce, salal, and Oregon grape. An old orchard is also located on the north portion of the park. Adjacent to the orchard on the most northerly portion of the park are well-vegetated steep slopes and sandstone cliffs.

The developed portions of the park consist of an old farmhouse located on one of the points. In the past, this house has been used for group accommodation but now requires extensive renovations to make it useable. The property is serviced by hydro and telephone. There are 32 campsites and related facilities, park operator's gatehouse and garage, picnic area, car top boat launch, parking areas and trail network. A reservoir for fire fighting purposes is also located on the park. The property is bounded by fence on the southern property line, ocean, Taylor Bay Road to the east, and McConvey Road at the northern edge of the property.

The facilities at the park serve outdoor recreational opportunities including camping, swimming, picnicking, fishing, kayaking, cycling, and hiking.

3.3 Vision

Descanso Bay Regional Park is an accessible public park located on the northwest side of Gabriola Island adjacent to three large shallow bays and sloping sandstone shelves that have been formed by millions of years of wave action and are unique to a few Gulf Islands. The park offers visitors an opportunity to participate in outdoor recreation and camping experiences in tranquil surroundings.

Existing and future park uses will be designed and operated such that they recognize the natural environment and incorporate sustainable and best management practices. The management of the park is intended to continue to allow various park uses that have historically occurred at the park and to avoid any new uses that create conflict with neighbours or other park users or the environment.

Management policies and standards are intended to provide quality park facilities in a safe and secure setting with a goal to minimize hazards, avoid environmental conflicts, and respect for the interests of the community and adjacent landowners. The management of the park also requires ongoing cooperative relationships between the RDN, adjacent landowners, users of the adjacent community park, other public agencies, area residents, and the Park Operator. The park is intended to be self-supporting and will also provide economic and tourism spin off benefits and opportunities for local and regional businesses.

3.4 Objectives

The objectives outlined below summarize the key components for the management of Descanso Bay Regional Park.

3.4.1 Accessibility

To provide a public Regional Park that is open and accessible for the benefit, enjoyment and use for all residents of the region and beyond.

3.4.2 Public Safety

To create and operate a park that is secure, strives to protect public safety and minimizes hazards, both natural and man-made.

3.4.3 Environment

To strike a balance between the impact of human use and development on the natural environment by incorporating sustainable and best management practices and by promoting education and interpretation about the natural environment.

3.4.4 Park Use

To provide a park with a focus on outdoor recreation within a natural setting and a wide range of activities, including, but not limited to, individual and group camping, boating, swimming, hiking, interpretation, and education.

3.4.5 Standards

To develop Descanso Bay Regional Park to have quality facilities and standards that correspond with Islands Trust and RDN bylaws and are on par with or better than provincial parks of similar size and scope.

3.4.6 Operations and Administration

To develop and operate Descanso Bay Regional Park to be self-supporting.

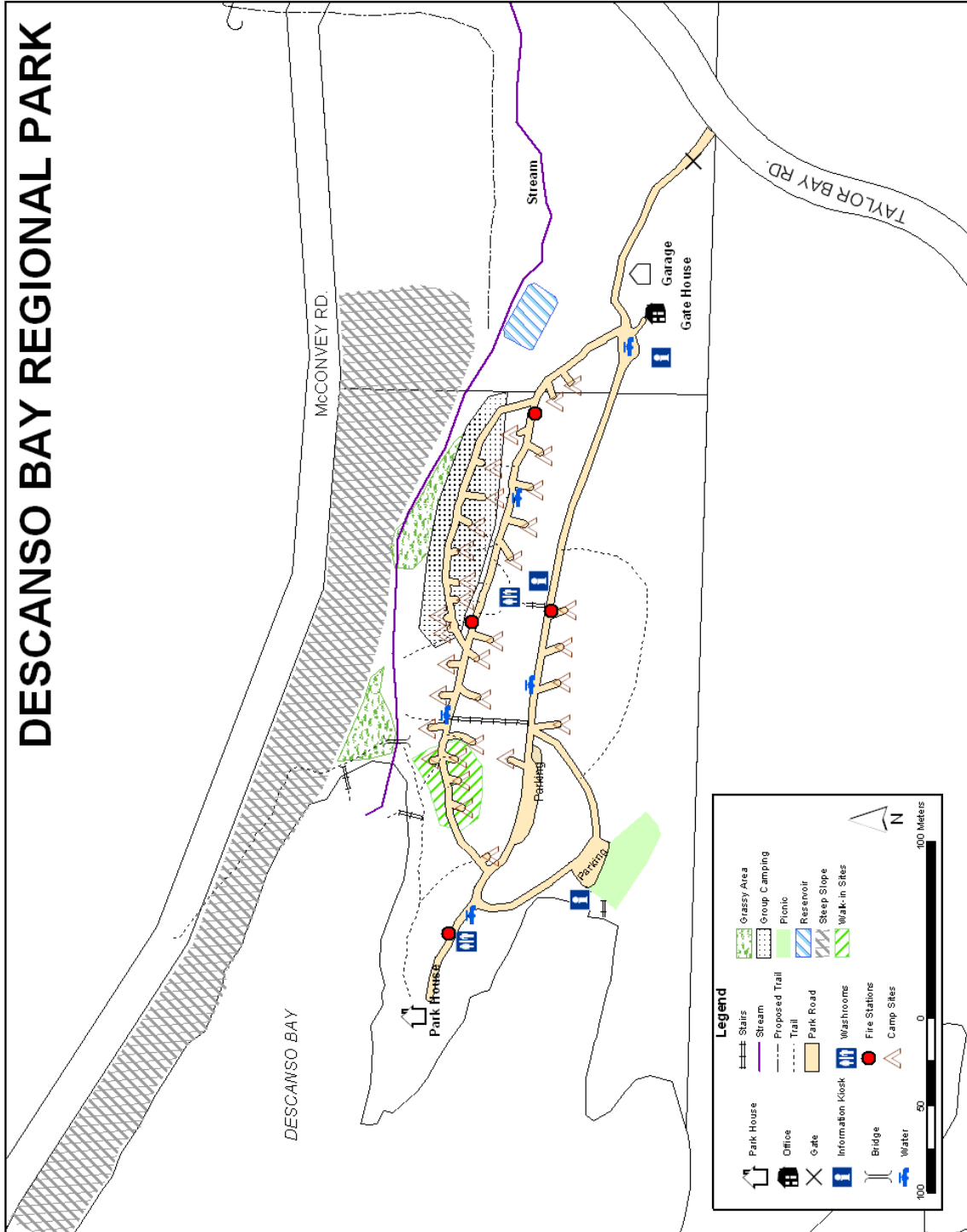
3.4.7 Economic Development

To provide spin-off economic and tourism opportunities for Gabriola Island, as well as the region as a whole.

3.4.8 Cooperation

To liaise with adjacent landowners, Islands Trust, and senior agencies in the planning, management and operations of Descanso Bay Regional Park.

Map No. 3.1 Park Facilities



Section 4 - Management Policies

4.1 Introduction

This section is divided into specific topics that relate to the management, operations and administration of the park. Each topic area includes the Management Objective outlined in Section 3, a brief discussion of the topic area, and policies that form the guiding framework for the day-to-day operations and longer-term management of the park. The RDN anticipates reviewing and revising these policies before 2008.

4.2 Accessibility

4.2.1 Management Objective

To provide a public Regional Park that is open and accessible for the benefit, enjoyment and use for all residents of the region and beyond.

4.2.2 Background

Descanso Bay Regional Park is the only regional park on Gabriola Island and the only public campground on Gabriola Island. The park and campground are open to the public all year round. The park is used by visitors staying at the campground, Islanders who use the park as a dog walking area and picnic area, groups and individuals using the car top boat launch to kayak from the park, by groups for special events, and people taking advantage of the shallow bays to wade and to explore the sandstone rock formations.

User fees are charged for some but not all uses at the park, for example, there is no charge for day use parking but fees are charged for camping and are in keeping with other parks in the province with a similar level of services. It is anticipated that user fees charged at Descanso Bay Regional Park and other regional parks will be consistent with BC Parks Services. However, given changes occurring within the Province including BC Parks, alternative models may need to be considered.

In the past, the park house has been used for temporary accommodation for visitors; however, it requires significant renovations before it can be used for any purpose. The lack of service availability (water and on site sewer) limits the extent to which the park house can be utilized. Once renovated it is anticipated that the park house will be used as a meeting space or place for special events. However, due to limited resources renovations will not likely be completed before 2008.

4.2.3 Policies

4.2.3 (a) Public Access

- i.) The park is open to the general public for day-use within designated areas or designated trails and routes from 7 am to 11 pm.
- ii.) Access to the park shall be restricted to registered guests and authorized personnel only between the hours of 11 pm and 7 am.

- iii.) The park is open all year round for day use and camping.
- iv.) High season at the campground runs from the May long weekend to Thanksgiving weekend.
- v.) Certain areas of the park may be closed to public access as designated in this plan or as identified by park signage due to natural hazards, emergency or environmental conservation requirements.
- vi.) Access through the park is discouraged unless confined to designated trails or public rights of way.
- vii.) Vehicle access into the park is controlled by the main gate at Taylor Bay Road that is open from 7 am to 11 pm.

4.2.3(b) Universal Design

- i.) Accessibility and universal design matters shall be considered in any new facility development or upgrading projects to accommodate park users with different levels of ability.

4.2.3(c) User Fees

- i.) User fees shall generally be consistent with rates charged for similar services or activities within BC Parks and RDN Regional Parks.
- ii.) User fees for camping shall be determined by the RDN.
- iii.) User fees for other park services and programs may be determined by the park operator, as approved by the RDN.
- iv.) Camping fees shall be developed for a high and low season.

4.3 Public Safety

4.3.1 Management Objective

To create and operate a park that is secure, strives to protect public safety and minimizes hazards, both natural and man-made.

4.3.2 Background

Risk management is an important component in the decision-making process for the park. Through risk identification, evaluation and communication, liability in the park can be managed. In the course of protecting the natural environment and providing various recreational opportunities, not all risk can be eliminated.

Specific risks within the park property must be managed. Some of the obvious risks include: cliffs adjacent to the ocean on the north west and south west portion of the property are steep and contain walking trails; the park house is unusable and in need of repair; there is a high fire risk on the island resulting in an annual campfire ban; the water is not potable; and swimming at the beaches and boat launch use is unsupervised.

The existing and future uses at the park have the potential to cause conflicts with adjacent landowners. In particular, park users who attempt to walk along the shore from the park

to the ferry terminal are unable to complete this walk due to the steep banks and people must walk through the upland property. Therefore, day-to-day and long-term management policies must recognize the need to reduce conflicts between park users as well as with adjacent landowners.

In 1992, the RDN has adopted the “Regional District of Nanaimo Electoral Area ‘B’ Community Park Regulations Bylaw No. 842” to regulate community parks on Gabriola Island. However, this bylaw applies to community parks and not regional parks. The RDN is preparing park bylaws for all community and regional parks and trails in the region. Once adopted Bylaw No. 842 will be repealed.

4.3.3 Policies

4.3.3(a) Vehicles

- i.) Vehicles are restricted to designated roads and other designated access routes.
- ii.) Vehicle parking is restricted to designated parking areas and campsites.
- iii.) Speed limits within the park shall not exceed 10 km/hour.
- iv.) The operation of recreational off road vehicles (e.g. ATVs and motorbikes) is not permitted in the park.

4.3.3(b) Hazard Trees

- i.) The disturbance or removal of native vegetation is not permitted in the park without the permission of the RDN. The RDN may authorize the removal of vegetation including hazardous trees, for the management of invasive non-native species, and for approved park development.

4.3.3 (c) Water

- i.) Information that the water is not potable shall be posted at the water pumps and in detailed advertisements of the park.
- ii.) The Park Operator may sell potable water from the concession.

4.3.3 (d) Wildlife

- i.) The feeding of animals is not permitted and food should be properly stored to avoid conflicts between wildlife and park users.

4.3.3 (e) Campfires

- i.) Campfires and barbeques are permitted only in designated areas and campfires must be confined to approved fire pits and all other outdoor burning is prohibited.
- ii.) Campfires and charcoal BBQs may be restricted during specified periods as determined by the Gabriola Volunteer Fire Department and the RDN.

4.3.3 (f) Fire Protection

- i.) The Gabriola Volunteer Fire Department provides fire protection for the Descanso Bay Regional Park.
- ii.) The reservoir located within the Descanso Bay Regional Park and used by the Gabriola Volunteer Fire Department shall be formally recognized through a license agreement.

4.3.3 (g) Nuisances

- i.) Campsite occupants shall respect the privacy and use and enjoyment of the park for others by not causing disturbances and by maintaining quiet after 11 pm and before 7 am.
- ii.) The operation of motorized equipment is not permitted in the park other than equipment that is accessory to campground use.

4.3.3 (h) Steep Slopes

- i.) An assessment of slope stability must be undertaken prior to any land alteration within 15.0 metres from the top of bank, including trail construction.

4.3.3 (i) Park Rules

- i.) Park users are subject to rules and regulations as set out in this Plan.
- ii.) Where a bylaw regulating park uses has been adopted by the RDN the provision of the bylaw takes precedence over this Plan and the rules as set out in this plan shall be in addition to any regulations as set out in the bylaw.
- iii.) Bylaw enforcement officers shall be designated by bylaw.
- iv.) The Park Operator, their employees and designated employees of the RDN may enforce the rules as set out in this Plan and shall refer all criminal acts to the RCMP.

4.4 Environment

4.4.1 Management Objective

To strike a balance between the impact of human use and development on the natural environment by incorporating sustainable and best management practices and by promoting education and interpretation about the natural environment.

4.4.2 Background

The Regional Park being adjacent to the marine foreshore is within an environmentally sensitive area (ESA). The beachfront is sandstone and contains three bays with natural sandy pockets. The sandstone formations found on the beaches are unique to a few gulf islands. There are abundant birds and marine mammals that can be observed from the park property. The beaches are littered with life and contain copious quantities of aquatic vegetation (eelgrass, rockweed and sea lettuce), invertebrates and shellfish (oysters, little neck clams, manila clams, varnish clams). The beach is in an approved shellfish

harvesting area and regular sampling by Environment Canada has determined that fecal coliform counts are low.

There are five registered archeological sites within the park property on the marine foreshore that are protected under the *Heritage Conservation Act*. Any land development must consider potential impacts to these significant sites. These sites are not mapped so park users are discouraged to seek out these sites.

There is a small fruit tree orchard on the north side of the property. A small channelized stream flows through this area and appears to drain upland properties and likely provides irrigation for these trees. The stream does not appear to have any fisheries values but keeps the ground saturated in winter and late spring.

The day use area of the Regional Park contains an active eagle nest tree. Ministry of Water, Land and Air Protection recommends a vegetated no disturbance buffer around the base of the tree.

The Islands Trust completed a landscape classification of Gabriola Island and identified four different landscapes in the Regional Park: Mature Forest covers the majority of the parcel; Herbaceous follows the marine coast; Rural applies to the point where the homestead is located; Agricultural and Young Forest applies to two small areas adjacent to the south property line. For the purposes of this Management Plan, the RDN has divided up the park up into three land use management zones that are generally consistent with the Islands Trust landscape classification. These zones are detailed in section 4.10. The purpose of these zones is to provide a framework to manage the park and to delineate the types and levels of uses appropriate throughout the park.

Long-term management of the park will incorporate best practices in order to minimize the existing impacts on the natural environment and actions will be taken to rehabilitate some of the disturbed areas where possible. In addition, interpretation and education efforts at the park will stress the value of the natural environment and the roles that individuals play in protecting it.

4.4.3 Policies

4.4.3 (a) Park Use

- i.) Uses within intensive recreational zones shall avoid damage of any significant natural features, adjacent natural environment and conservation zones.
- ii.) Uses within natural environment and conservation zones shall not impact the natural environment and are not encouraged outside designated activity areas or trails.
- iii.) Where feasible, new facilities or services shall be sited on disturbed sites to recognize environmental protection and conservation values.

4.4.3 (b) Development

- i.) Any land alteration and development activity shall incorporate the principles and guidelines detailed in *Environmental Objectives, Best Management Practices and Requirements for Land Developments*, March 2001 by MWLAP and DFO/MELP Stewardship Series.
- ii.) The disturbance and removal of native vegetation is not permitted in the park without permission of the RDN and may be authorized for the removal of hazardous trees, for the management of invasive non-native species, and for approved park development.
- iii.) The alteration of land is not permitted in the park without permission of the RDN and may be authorized to enhance ecosystems native to the park, minimize erosion, or mitigate natural hazards and to accommodate approved park development.
- iv.) The introduction of animals or planting of vegetation is not permitted in the park without permission of the RDN. However, the RDN may authorize such activity to enhance ecosystems native to the park, to minimize shoreline erosion, and to landscape approved park development.
- v.) The development of trails, campsites, and other land alteration activities including vegetation removal shall not take place within 15 metres from the top of bank of the marine foreshore, unless otherwise permitted by the RDN and Islands Trust.

4.4.3 (c) Interpretation and Education

- i.) Interpretation and education may be provided by the Park Operator, as approved by the RDN.
- ii.) The creation of historical interpretation and education materials, by the RDN will be developed in consultation with other government agencies, First Nations, and the tourism industry.
- iii.) Interpretation and education services will be made available to all park users.

4.4.3 (d) Rehabilitation

- i.) The enhancement or rehabilitation of disturbed natural areas shall be encouraged.

4.4.3 (e) Waste Management

- i.) Park management and development shall incorporate the principles of reducing, reusing, and recycling waste.

4.4.3 (f) Shellfish

- i.) The RDN shall investigate securing tenure of the marine foreshore.
- ii.) A valid Tidal Waters Sport Fishing License is required for recreational shellfish harvesting and fishing.

4.4.3 (g) Archeological Sites

- i.) Where land alteration has been approved and may be in conflict with any archeological site, an impact assessment study or an archaeological overview report is required.

4.4.3 (h) Bald Eagle Nest Tree

- i.) During the Bald Eagle breeding season (January 30 to June 30) day use activities carried out in the grassy area shall be encouraged to be relocated to the meadow.
- ii.) Information about Bald eagles, their habitat and how to protect them shall be made available to park users by pamphlets and at the nearest information kiosk.
- iii.) A buffer shall be established around the base of the tree using native plantings and fencing.

4.5 Park Use

4.5.1 Management Objective

To provide a park with a focus on outdoor recreation within a natural setting, and a wide range of activities, including but not limited to individual and group camping, boating, swimming, hiking, interpretation, and education.

4.5.2 Background

The RDN is committed to providing opportunities for appropriate outdoor activities that foster visitor enjoyment as well as appreciation and respect for the natural environment. Descanso Bay Regional Park offers a variety of uses and activities.

The uses at the park include a 32-site campground, day use area and related facilities, car top boat launch, trails, and swimming. The campground serves individual campers, as well as opportunities for group camping for small groups from schools, churches, and service clubs, in the region and beyond. The Park Operator is permitted to provide ancillary retail and rental services to park users. Special events related to outdoor recreational activities are also permitted at the park. The park house is uninhabitable and requires renovations before it can be put to use. In addition, services (water and on site sewage disposal) need to be provided to the park house prior to it being utilized. Future uses of the park house have not yet been determined.

The car top boat launch enables small car top boats to launch from the park. The RDN is not proposing to construct a dock or boat launch for large boats requiring trailers as the cost and the potential impact to the natural environment make such a project prohibitive.

4.5.3 Policies

4.5.3(a) Permitted Uses

- i.) Permitted uses within Descanso Bay Regional Park are outlined in Appendix I and shall be undertaken within the appropriate zones as detailed in section 4.10.

4.5.3(b) Camping

- i.) Camping within the park is only permitted within designated areas, as shown on Map No. 3.1, and is subject to registration, terms of agreement, and campground fees as set out in Appendix III. Schedule No. 4.
- ii.) The development or removal of camping facilities shall be the responsibility of the RDN.
- iii.) The camping season shall be divided into two seasons: high season from May long weekend to Thanksgiving; and a low season.

4.5.3(c) Concession

- i.) A concession within the park is permitted to be operated by the Park Operator or licensee and shall be conducted according to Appendix IV.

4.5.3(d) Rentals

- i.) Equipment rentals within the park are permitted by the Park Operator or licensee and shall be conducted according to Appendix IV.

4.5.3(e) Boat Launch

- i.) The boat launch shall be used by car top boats only.

4.5.3(f) Special Events

- i.) Special events may be permitted by the RDN.
- ii.) Special events must meet the following conditions:
 - 01. The special event is an appropriate outdoor recreation activity.
 - 02. The special event will have minimal environmental impact.
 - 03. The site selected will be sensitive to the natural environment and the experience of other park users.
 - 04. No permanent or temporary facilities or structures associated with the service or activity is erected or constructed, without permission of the RDN.
 - 05. On site advertising for special events shall be limited to one sign, sandwich board, or banner.

4.5.3(g) Horse Riding and Mountain Biking

- i.) Horse riding shall be restricted to low season only and shall not be permitted on the beach.
- ii.) Mountain biking will be permitted on designated routes only.

4.5.3(h) General

- i.) Possession or consumption of alcoholic beverages outside of a reserved campsite is prohibited.
- ii.) Pets are the responsibility of their owner and shall be kept under control at all times. All pet owners must pick up their dog's waste.

4.5.3(i) Research

- i.) Research which contributes to the knowledge and cultural history and to environmental and recreational management, will be encouraged, providing it does not detract from park users' use and enjoyment of the park, alter land or disturb land within an archeological site or environmentally sensitive area.

4.5.3(j) Park House

- i.) A plan to determine future uses for the Park House shall be developed over the five-year term of this report.

4.6 Standards

4.6.1 Management Objective

To develop Descanso Bay Regional Park to have quality facilities and standards that correspond with Islands Trust and RDN bylaws and are on par with or better than provincial parks of similar size and scope.

4.6.2 Background

The property has been used as a campground since the early 1980s with well-established facilities and campground layout.

The current facilities at the Descanso Bay Regional Park are adequate, but require some upgrading. The existing facilities include 32 campsites, two pit toilets, car top boat launch, signage, parking and picnic area, park house, gatehouse and garage, four fire stations, and one well with pump and gravity flow system serves four stations and the gatehouse, but the water is not potable. The old park house is currently uninhabitable due to the state or repair and contains no plumbing or septic system.

The proposed actions outlined in Appendix II, Capital Plan and Works, are intended to reduce deficiencies and improve the standards at the park, however no large capital projects are proposed within the first five-year period.

Any upgrading of the facilities or the development of future facilities needs to be undertaken to an acceptable standard. In addition, a private contractor will manage the park; therefore, an acceptable definition of maintenance standards is required. Existing and new facilities will be constructed to protect the natural environment, support outdoor activities, and meet operational needs. The siting of existing facilities is shown on Map No. 3.1.

The regional park is zoned Tourist Commercial 2 (TC2) pursuant to the Gabriola Island Land Use Bylaw No. 177, 1999. The primary use permitted in this zone is campground and the accessory uses include single-family residence, retail sales, and campground office uses. The uses are therefore consistent with the permitted uses. Bylaw No. 177 requires that any seasonal camping not exceed 90 days in a calendar year and not exceed 60 consecutive days. The bylaw also outlines the maximum number of campsites as 10 per 1.0 ha (4 per 1.0 acres), i.e. 150 or 156. As Bylaw No. 177 does not contain specific standards for campgrounds, the RDN will strive to work towards meeting the standards defined in the Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987.

BC Parks operating standards have been incorporated into the day-to-day facility maintenance standards. These are detailed in Appendix III.

4.6.3 Policies

4.6.3(a) Facility Standards

- i.) As facilities require upgrading or new construction, buildings and structures shall be constructed to Islands Trust and RDN standards where applicable or generally follow Provincial standards as a guideline to address public safety concerns, ensure adequate performance, follow best practices and manage risk.

4.6.3(b) Development

- i.) Recreational uses and trail facilities shall only be developed within designated areas in accordance with the approved Capital Plan.
- ii.) No new development is anticipated within years 1 to 5 of this plan except as identified in the Capital Plan outlined in Appendix II.
- iii.) The design and maintenance of park facilities shall:
 01. Avoid or minimize impacts on the natural environment;
 02. Blend colour, scale, style, and materials with the natural environment;
 03. Avoid conflicts between existing park uses and facilities;
 04. Provide good access and circulation for vehicles and non-motorized movement within the park;
 05. Avoid or mitigate potential impacts on adjacent landowners; and
 06. Provide safety for users.
- iv.) When realigning existing trails and routes or developing new ones priority shall be given to:
 01. The provision of looped trails or consideration for return journeys incorporating a number of trails, where appropriate;
 02. Providing links within the trail network and between camping areas and other facilities; and
 03. Providing linkages from the community park and where appropriate, private land.

- v.) The provision of camping areas will be reviewed periodically and camping areas may be removed, reduced in size or consolidated based on the following:
 - 01. Demand;
 - 02. Damage to natural and physical resources; and
 - 03. Conflicts with day-use or other uses.
- vi.) The installation or construction of apparatus for outdoor recreational activities is not permitted, without the permission of the RDN.
- vii.) The RDN will be responsible for capital works. Any capital improvements undertaken by the Park Operator that are not chattels remain the property of the RDN.

4.6.3(c) Environmental Standards

- i.) Environmental standards shall be consistent with Provincial and Regional Health Authority protocols and standards.
- ii.) The development of a potable water system shall be investigated.

4.7 Operations And Administration

4.7.1 Management Objective

To develop and operate Descanso Bay Regional Park to be self-supporting.

4.7.2 Background

Management refers to the day-to-day services that enhance visitor's use and enjoyment of the Descanso Bay Regional Park, while protecting the natural environment and visitor safety. Proper management of the park is critical for achieving the goals and objectives of this plan. Park management by the Park Operator includes a variety of responsibilities including: ensuring park bylaws are understood and enforced, managing the park reservation system, maintaining and repairing facilities, maintaining equipment and signs, coordinating bylaw enforcement, and managing the campground, day-use area, parking areas and park house (when renovated). The Park Operator is also responsible for maintaining good public relations with all park users.

The RDN envisions that the management of regional parks will be self-supporting. However, revenue generated from 32 campsites and accessory services such as a small concession and rentals may be insufficient to meet both the day-to-day operating expenses and long term capital projects proposed by this plan. Therefore, operating subsidies will need to be considered by the Regional Board on an annual basis.

Volunteers play an important role in the RDN Recreation and Parks Department for trail construction, for example. BC Parks and Forestry Companies also utilize volunteer park hosts in their campgrounds around the province. Therefore, volunteers are recognized as being valuable components in the management and operations of the Descanso Bay Regional Park.

4.7.3 Policies

4.7.3(a) Operating Contract

- i.) The RDN will secure an operating contract for park management and operations and strives to achieve an operating contract on a cost recovery basis.
- ii.) Park management and operations will recognize all park policies and designations as set out in this plan.

4.7.3(b) Financial Management

- i.) Fees related to the sale of products or programs, other than camping fees that are defined in Appendix IV, may be established by the Park Operator.
- ii.) The Park Operator shall prepare an annual financial statement summarizing all park operations, to the satisfaction of the RDN.

4.7.3(c) Maintenance

- i.) The Park Operator shall conduct an annual maintenance inspection and risk management evaluation, to the satisfaction of the RDN.
- ii.) Routine maintenance of buildings, structures, grounds and facilities shall be undertaken as outlined in Appendix III, Schedule No. 2.

4.7.3(d) Marketing, Promotion and Communication

- i.) The Park Operator shall develop an annual marketing strategy, in consultation with the RDN.
- ii.) The RDN shall review, approve and/or prepare all promotional materials.
- iii.) Public input on future park improvements and services may be obtained through comment cards, formal and informal surveys and subsequent park plan reviews.
- iv.) The RDN shall undertake the development of any signage and the Park Operator shall be responsible for installation and ongoing maintenance.

4.7.3(e) Volunteers

- i.) Volunteers may be used in the day-to-day operations and development of capital works at the park.

4.7.3(f) Signage

- i.) Signage and advertising may only be placed in the park with the approval of the RDN.

4.7.3(g) General

- i.) The resolution of issues not specifically identified in this plan shall be decided by the General Manager of Community Services.

4.8 Economic Development

4.8.1 Management Objective

To provide spin off economic and tourism opportunities for Gabriola Island, as well as the region as a whole.

4.8.2 Background

According to the Gabriola Island Chamber of Commerce, the operators of the Tourist Information Centre on the island, in July and August 2002 over 3,000 people visited the Centre. The Chamber also estimates that they received approximately three camping inquiries per day over July and August 2003.

Silva Bay Boatel is the only other operator on Gabriola Island that provides camping. The set up is informal and camping is limited to a couple of tents and few camper/RV sites. Descanso Bay Regional Park is the only formal campground on the island. Therefore, the park provides valuable camping accommodation for campers who would like to stay for longer periods.

The Descanso Bay Regional Park is one of seven regional parks in the RDN. There are also many trails and community parks within the Regional District that are well used by visitors from all over. The RDN regularly promotes its regional park and trail system through a variety of mediums and Gabriola Island businesses shall receive the indirect benefit of this promotion activity.

There are various opportunities to increase the number of visitors. Active kayakers have been trying to establish a marine trail system from Vancouver to Prince Rupert. The boat launch and camping provides a great spot along that route. Increased advertising should result in an increase in the number of visitors coming and staying at the park. An increase in the number of visitors and longer stays from visitors outside the region has the potential to provide economic benefits to businesses on Gabriola Island as well as the region.

4.8.3 Policies

4.8.3(a) Regional Tourism

- i.) Where possible, the RDN will participate in efforts to promote regional tourism through the promotion of the park.
- ii.) The RDN shall develop a relationship with other tourism operators to promote Gabriola Island and the Regional District of Nanaimo.

4.9 Cooperation

4.9.1 Management Objective

To liaise with adjacent landowners, Islands Trust, and senior agencies in the planning, management and operations of Descanso Bay Regional Park.

4.9.2 Background

Adjacent land uses include a farm and the community park. There are also residential neighbourhoods located off McConvey Road. Future development of trails in the community park will provide linkages from the north east corner to the Regional Park, the west side of the island and the ferry. Senior agencies with potential interests in the Regional Park include Fisheries and Oceans Canada, Ministry of Water, Land and Air Protection, Ministry of Sustainable Resource Management, and Ministry of Health. These agencies will be consulted as required.

Islands Trust is the local government authority for Gabriola Island and is responsible for land use on the island, however the RDN is responsible for building inspection and parks. Therefore, consultation between the two local governments is necessary to ensure each agency's requirements are met.

4.9.3 Policies

4.9.3(a) Adjacent Landowners

- i.) The RDN and the Park Operator will liaise with adjacent landowners to cooperate on matters of mutual interest or benefit related to park operations including:
 01. Public access;
 02. Nuisance and vandalism;
 03. Security issues;
 04. Emergency issues (flood, rockslide, fire); and
 05. Special events.
- ii.) The RDN will seek to work with all landowners to promote park objectives and enhance natural processes on adjacent lands.

4.9.3(b) Land Interests

- i.) The RDN shall secure a lease agreement with Gabriola Fire Department for use of the reservoir.

4.9.3(c) Government Agencies

- i.) The RDN will seek to work with other government agencies to promote park objectives and uphold other agency's mandates.

4.10 Park Use Zones

A system of park use zones has been developed to provide a framework in which to manage the Descanso Bay Regional Park and outlines the types and levels of use appropriate throughout the park. The park use zones are guided by the vision for future use and development. The zones are also intended to protect and enhance the environmentally sensitive or natural features, to recognize historical uses and public preferences for park use, and to assist in reducing existing and potential conflicts between uses and activities. For example, the oceanfront is a sensitive environment but it is a main feature of the park and therefore well used by park visitors. The park use zones provide a framework for assessing the suitability of future activities and development proposals.

The park has been divided into three management zones that correspond to the capacity of the park to accommodate different intensities of park use. The locations of each zone are shown on Map No. 4.1.

4.10.1 Intensive Recreation Zone

The management objective of this zone is to provide high use and readily accessible visitor services and facilities. This zone is oriented to intensive outdoor recreation activity. Current uses include day-use facilities; campground; car top boat launch; parking; service facilities including rentals and concession; and management facilities. Day-use and the campground will be developed at the optimum carrying capacity of the land and water and in accordance with the policies of this plan and local government bylaws.

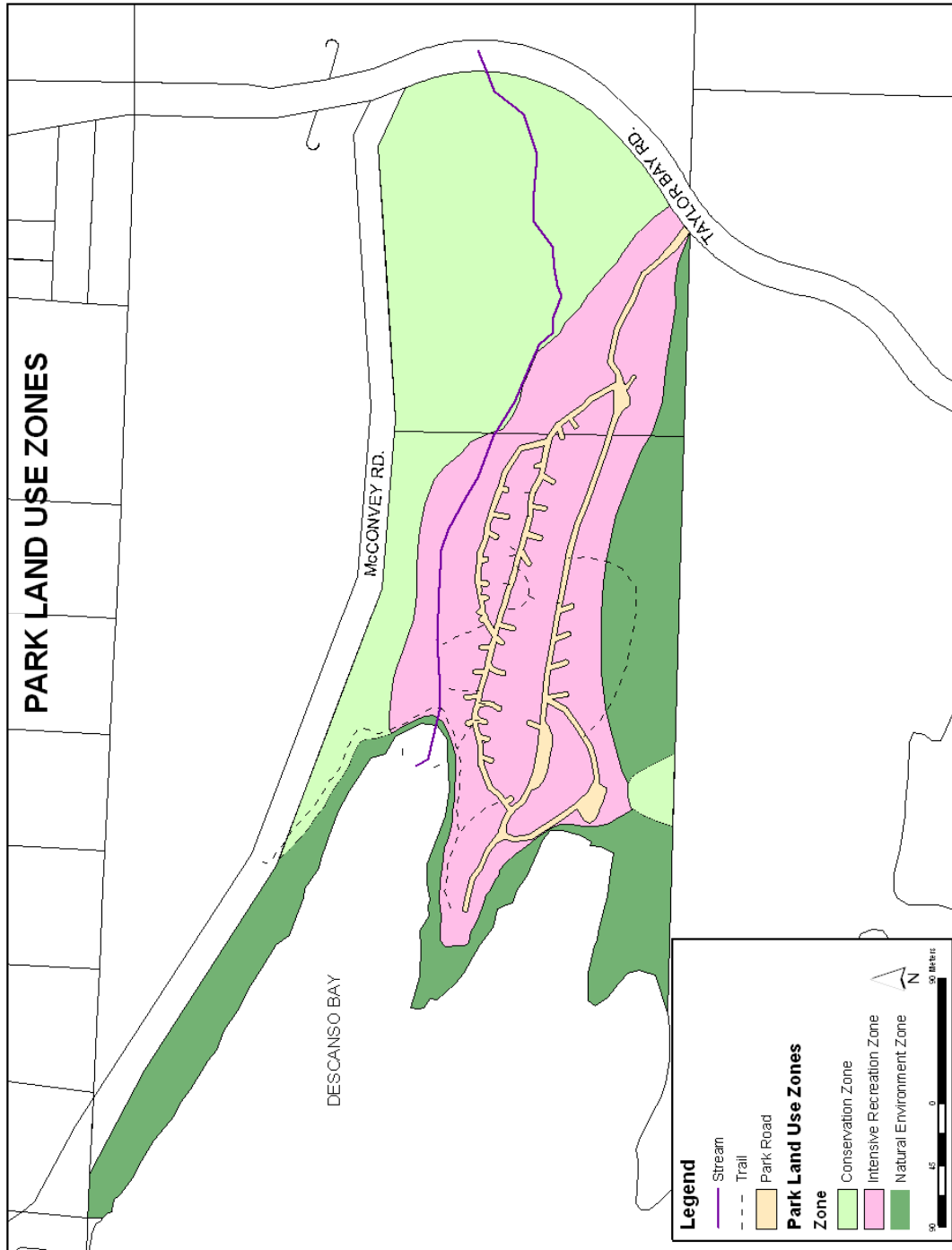
4.10.2 Natural Environment Zone

The objective of this zone is to protect natural values, to provide low impact recreation opportunities in a largely undisturbed natural environment and to provide appropriate non-vehicular recreation. The types of activities permitted shall have a low to moderate impact on the natural environment and are intended to be dispersed over a large area and include hiking and passive recreation. Development will be limited to trails, necessary signs, fencing and temporary facilities for research or management.

4.10.3 Conservation Zone

The objective of this zone is to protect and enhance the natural landscape and fish and wildlife habitat. No motorized vehicles or intensive recreational activities are allowed. Conservation of natural values takes precedence over human use. This zone includes existing forestland, eagle nest tree, wildlife and trail corridors and other buffers. Development will be limited to trail, necessary signs and fencing.

**Map 4.1
Park Use Zones**



Section 5 – Operational and Administrative Requirements

This section deals with operational requirements for the Park Operator and administrative requirements for the RDN. These requirements will be incorporated into the contract between the RDN and the Park Operator. The requirements outlined below for the Park Operator are mandatory and to be fulfilled throughout the five-year term. The Park Operator must ensure that all staff and contractors are fully aware of the roles and responsibilities they are required to uphold while working at the park.

Table No. 5.1 details the timing for the RDN to fulfill the administrative requirements. The timing of these activities could be modified due to unforeseen emergencies and/or opportunities. This section is broken down into the same topic areas found throughout the Plan.

5.1 Park Operator – Operations

5.1.1 Accessibility

- a) Park operating season and hours shall be consistent with Section 4.2.3 (a) of this plan.
- b) User fees for camping shall be charged as outlined in Appendix III, Schedule No. 4 and will be reviewed on an annual basis, together with the RDN.
- c) User fees shall not be charged for general parking, day use, and passive recreation at the park.
- d) Any user fees for other services provided by the Park Operator shall require approval by the RDN.
- e) Gates shall be secured daily to maintain open/close hours.
- f) Designated trails and routes shall be kept open for park visitors.

5.1.2 Public Safety

- a) Measures for public safety and control and emergency procedures, outlined in Appendix III, Schedule No. 1 shall be followed by the Park Operator, staff and contractors.
- b) Park rules, policies, bylaws and fishing regulations shall be enforced by the Park Operator and staff.
- c) Public safety and control and criminal incidents shall be documented as outlined in Appendix III, Schedule No. 1.
- d) \$2 million liability coverage shall be secured annually and additional insurance as necessary.
- e) Facility maintenance shall be done in accordance with Appendix III, Schedule No. 2.
- f) Onsite security shall be provided for the duration of the contract and shall reflect the different demands in the high and low season.
- g) In the event of emergency, the Park Operator may be required to close the park or sections therein.
- h) Signage, brochures and other information identifying potential hazards shall be posted and made available for park visitors.

- i) Safety and first aid supplies provided by the RDN shall be readily available and items replaced, as necessary.
- j) The park shall be monitored for hazards and when identified, shall be resolved immediately and /or the RDN advised immediately.
- k) Any emergency requiring evacuation shall be undertaken consistently with the Evacuation Plan (to be prepared).

5.1.3 Environment

- a) Informational brochures on wildlife hazards, wildlife/human interaction, local wildlife and plant species, and low impact camping shall be supplied and made available to park visitors.
- b) An interpretation and information board regarding fish and shellfish identification and regulations shall be maintained and updated as necessary.
- c) The following documents: Environmental Objectives, Best Management Practices and Requirements for Land Development, March 2001 by MWALP and DFO/MELP Stewardship Series shall be on site and familiar to the Park Operator and staff.
- d) Ground maintenance shall be done in accordance with Appendix III, Schedule No. 2
- e) The development and implementation of interpretation and education initiatives shall be undertaken with the permission of the RDN.
- f) Firewood gathered on the park shall consist of trees that have previously fallen and shall only be undertaken by the Park Operator.

5.1.4 Park Use

- a) The campground shall be operated as detailed in Appendix III, Schedule No. 3.
- b) The concession shall be operated as detailed in Appendix IV.
- c) The rental of goods and equipment shall be undertaken as detailed in Appendix IV.
- d) Special events shall be undertaken as detailed in Section 4.5.3 and future bylaws.

5.1.5 Standards

- a) All buildings, structures, grounds and other facilities shall be maintained in accordance with Appendix III, Schedule No. 2
- b) The Park Operator shall ensure that all staff and contractors are fully cognizant of Appendix III, Schedule No. 2.

5.1.6 Operations and Administration

- a) The day-to-day operations of Descanso Bay Regional Park shall be undertaken as detailed in Appendix III, Schedule Nos. 1 – 4 (Public Control and Emergency Procedures, Facility Maintenance Standards, and Campground Procedures).
- b) Financial and administrative requirements shall be fulfilled as detailed in Appendix III, Schedule No. 4.
- c) A performance bond of \$5,000 shall be secured at the time of entering into the Operator's Agreement.
- d) The Park Operator shall undertake all repairs and upgrades to equipment and facilities costing less than \$500.

- e) An annual review of facility maintenance, park operations, etc shall be conducted together with the RDN.
- f) The information displays in the park and at other designated locations shall be maintained and monitored on an ongoing basis.
- g) The Park Operator shall advertise in the BC Accommodation Guide and in standard regional tourism venues.
- h) Marketing initiatives shall be undertaken according to the annual marketing strategy, developed together with the RDN.
- i) The Park Operator shall undertake customer surveys as requested by the RDN.

5.1.7 Cooperation

- a) Issues impacted or related to adjacent landowners and senior agencies shall be reported to the RDN.
- b) Public relations with park visitors shall be undertaken in accordance with Schedule No. III.

5.2 Regional District of Nanaimo – Administration

5.2.1 Accessibility

- a) Operational issues (user fees, length of season, etc) shall be reviewed on an annual basis.

5.2.2 Public Safety

- a) A parks bylaw shall be adopted
- b) A bylaw to designate a bylaw officer shall be adopted, as required, including the Park Operator.
- c) MIA assessment shall be undertaken when possible.
- d) A lease shall be secured between the RDN and the Gabriola Fire Department.
- e) An evacuation plan shall be developed.

5.2.3 Environment

- a) Securing tenure over marine foreshore shall be investigated.

5.2.4 Park Use

- a) Future uses of the park house shall be developed over the term of this plan.

5.2.5 Standards

- a) A review of campsite sustainability shall be undertaken annually with the Park Operator.
- b) Together with the Islands Trust, develop campground standards and resolve any outstanding land use issues.
- c) A review of capital works shall be undertaken annually, with the Park Operator.
- d) Potable water system shall be investigated and implemented as required.

5.2.6 Operations and Administration

- a) Repairs and upgrades to equipment and facilities costing more than \$500 shall be undertaken, as required.
- b) Development actions shall be undertaken as detailed in Appendix No. II - the Capital Plan.
- c) The Descanso Bay Regional Park link on the RDN website shall be maintained and upgraded as required.
- d) Marketing initiatives including obtaining a membership with Tourism Vancouver Island shall be undertaken regularly.
- e) Comment cards and surveys shall be developed.

5.2.7 Economic Development

- a) Maintain links with the local Chambers of Commerce and regional and provincial tourism agencies.

Table No. 5.1 – Regional District of Nanaimo Administration

Actions	As Required	Annually	Short term Year 1 to 2	Mid term Year 2 to 5	Long term Year 5+
Review operational issues					
Adopt park bylaws					
Designate bylaw officer					
Undertake MIA assessment					
Secure lease for reservoir					
Develop evacuation plan					
Investigate foreshore lease					
Park House future uses					
Review campsite sustainability					
Develop campground standards and resolve land use issues					
Capital works review					
Investigate potable water system					
Undertake repairs over \$500					
Undertake development actions					
Develop and review promotional material					
Maintain RDN website					
Join Tourism VI					
Develop comment cards					

Appendix I – Facilities and Uses

A. Facilities

1. Day-use Areas

There are two-day use areas. One is located in the orchard and the other is located adjacent to the car top boat launch and the lower parking area. Both day use areas contain picnic tables and garbage facilities.

2. Beach and swimming areas

- a) There are three bays, one of which is a designated shellfish-harvesting beach. A valid Tidal Water Sport Fishing License is required to remove shellfish from the beach, and
- b) No swimming area is demarcated and currently there are no life rings are located at the beach. No lifeguard is present and visitors swim at their own risk.

3. Campground

There are a total of 32 individual camping sites. All sites contain fire rings, picnic tables, site identification post with site number and clip for registration, and fire regulation signage.

4. Boating

There is a small boat launch suitable for car top boats, for example, kayaks.

5. Administration Area

- a) Park gatehouse includes an office and is serviced by hydro and phone and has a septic field. A small trailer pad exists adjacent to the gatehouse that would allow the park operator to locate a trailer.
- b) A small concession not involving food preparation may operate from the gatehouse.
- c) A large two bay garage is located adjacent to the gatehouse.

6. Infrastructure

- a) Two double pit toilets serve the park. One well with pump and gravity flow system serves four stations and the gatehouse, but the water is not potable. Four fire stations and a reservoir for fire fighting purposes.
- b) One large garbage container serves the campsites and smaller garbage containers service the day-use area.
- c) There is one gate at the park entrance.
- d) There are various signage and information kiosks located around the park and first aid equipment is housed in the gatehouse.
- e) The park house located on the point is currently unusable.

B. Permitted Uses:

1. Permitted uses in the park include:

- a) Campground (individual and group)
- b) Gate house and garage
- c) Administration
- d) Picnicking
- e) Car top boat launching facilities
- f) Special events
- g) Water sports
- h) Rentals related to park activities
- i) Hiking and cycling
- j) Guiding
- k) Concession selling dry goods and unprepared foods
- l) Rental of bicycles, non-motorized boats, equipment related to camping and wilderness recreation, and
- m) Recreational shellfish harvesting

Appendix II – Capital Plan and Capital Projects

A. Capital Plan

This section outlines the capital works that are to be undertaken within the next five years. Projects that are anticipated to be undertaken beyond the five-year time frame are also identified. Table No. 1 prioritizes the actions for years 1 to 5. The action items that are marked with an asterisks * are anticipated to be carried out in year 6 and beyond. The focus of the works for the first five years is to maintain the current standard and reduce the few minor deficiencies. No large capital projects are proposed to be undertaken within the first five-year period, as resources are limited. The cost to renovate the Park House and develop a septic system for the house is prohibitive therefore these projects will not get done in this term.

The RDN will be responsible for undertaking capital works at the park and intends to undertake the projects, according to the time frame defined here. Other projects may be identified and undertaken if they are deemed a higher priority. The ability to do any of these projects is dependent upon receiving revenues that are negotiated between the RDN and Park Operator. Emergencies and unanticipated events may modify the priorities. While it is anticipated that the management of the park will be self-supporting, circumstances may require the Regional Board to provide temporary subsidies to complete necessary works.

B. Capital Projects

1. Public Safety

- a) Undertake geotechnical assessment of steep slopes for trail construction.
- b) Undertake building inspection of park house to detail and prioritize necessary works.
- c) Post life rings in day use area.
- d) Install related signage.
- e) Replace and upgrade fire pits.

2. Environment

- a) Plant around base of eagle tree and delineate the buffer area.
- b) Plant fruit trees around reservoir to encourage birds to reduce mosquitoes.
- c) Replant adjacent to bank where erosion has occurred, place rock under roots of exposed banks, and install eco fence.

3. Park Use

- a) Establish group camping area to accommodate approximately 25 people.
- b) Improve and establish new trails.
- c) Install related signage.

4. Standards

- a) Secure health permit for the existing septic field at the gate house.
- b) Purchase picnic tables, as required.
- c) Renovate park house*.
- d) Install toilets, particularly for group camping*.
- e) Install urinals*.
- f) Install washbasins*.
- g) Install showers*.
- h) Install septic system for park house*.

Table No. 1 - Capital Works

	Capital Works					
	Development Actions 2004 – 08	2004 Year 1	2005 Year 2	2006 Year 3	2007 Year 4	2008 Year 5
Safety and Security	Risk management of steep slopes					
	Building inspection					
	Post life rings in day use area					
	Install signage					
	Replace fire pits					
Environment	Plant base of eagle tree					
	Plant fruit trees around reservoir					
	Replant eroded bank and fencing					
Park Use	Establish group camping					
	Trails: new & upgrade					
	Improve and establish new trails					
Standards	Obtain health permit for gate house septic field					
	Purchase picnic tables					
	Development Actions 2009 - 2013					
	Renovate park house					
	Install septic system for park house					
	Install toilets					
	Install showers					
	Install urinals					

APPENDIX III – Operating Guidelines

Schedule No. 1 Public Control & Emergency Procedures

The Park Operator, staff and contractors are responsible for being familiar with **ALL** requirements of Schedule No. 1, 2, 3 and 4 and following the standards and processes outlined herein.

A. General Requirements

1. Public Safety and Security

- a) Regulate the movement and activities of Park users within the Park.
- b) Ensure all facilities and public spaces are safe for public use.
- c) Maintain all first aid kits and other safety equipment provided by the Regional District and located at Gate House and the waterfront.
- d) Participate in RDN promoted water and other safety training, and carry out safety protocols as directed.
- e) Advise the Regional District of structural and equipment failures and hazards.
- f) Remove hazards of immediate threat to the public or contract staff at the Park.

2. Security

- a) Maintain full time onsite security on Regional Park property during the high season and daily security during the low season and monitor for hazards all year round.
- b) Uphold approved Park policies, rules and by-laws.
- c) Monitor and control public use of the Park to prevent damage to the natural environment; and to reduce conflicts between park visitors and adjacent landowners.
- d) Regulate the use, movement and parking of vehicles within the Park.
- e) Alert authorities with respect to all unlawful disturbances on land and water, and in the case of fire or emergency.
- f) Maintain a detailed record of all incidents. Submit records monthly.
- g) Contact the Regional District within 24 hours of an incidence requiring police, fire or ambulance assistance at the Park.

3. Staff Standards

- a) Ensure all park user enquiries concerning park information, complaints, features, park regulations, fees, local attractions, events, other parks and services in the area are answered courteously. Specific questions that cannot be answered should be directed to the appropriate information source.
- b) Ensure that park users receive reasonable assistance and friendly, helpful service.

- c) The Park Operator, staff and contractors must possess a general knowledge of the Park including its natural, cultural and recreation values and its facilities.
- d) The Park Operator, staff, and contractors must possess the necessary skills and knowledge to respond to emergency situations arising in the Park.
- e) The Park Operator, staff, and contractors, while on duty must wear an approved uniform that must be maintained in a clean and tidy condition (free of offensive odours and stains) and is appropriate for carrying out the obligations under the contract. The RDN will provide the standards for uniforms.
- f) The Park Operator **shall** comply with the Criminal Records Review Act and obtain a criminal record check on all its employees.

B. Public Control

The Park Operator, staff and contractors must control the park area to ensure the safety and security of Park Users and their property. The following actions must be taken when controlling the public:

1. Use Good Public Relations

- a) Always be in uniform, neat and tidy.
- b) Always identify yourself initially as Park Staff and establish your authority.
- c) Be pleasant, but firm; show authority.
- d) Always use the public relations approach (*see Attachment 3*).

2. Assess the Risk of Dealing With a Person or Group

- a) Observe and analyze each potential conflict situation before acting.
- b) Assess personal risk (*see Attachment 4*).
- c) Prepare your approach before acting.

3. Be aware of what defines an offence at the Park

- a) Generally, it is an offence when a Park User:
 - i.) creates or causes a deliberate unnecessary disturbance
 - ii.) does not obey a posted sign or posted Park Rules
 - iii.) parks in a way that interferes with use of roads or hurts vegetation
 - iv.) drives on an unauthorized road
 - v.) speeds
 - vi.) has liquor out and is not in a campsite
 - vii.) has liquor anywhere and is less than 19 years of age.

4. Begin warning people

- a) Identify yourself and assert your position of authority.
- b) Identify the offence being committed.
- c) Give them one chance to correct their behaviour. Only if very minor disturbance should more than one warning be given.

5. Order a Park User to leave Park (eviction)

- a) *See Attachment 2.*

6. Authority behind enforcement at Park

- a) The Park Operator has considerable authority at common law to approach, direct, and order Park Users to comply or conform to rules, signs and safety. Failure of Park Users to do as requested can result in eviction orders. Failure to leave as requested places Park Users in trespass.
- b) Always call the RCMP if the Park User is not doing as requested. **DO NOT USE FORCE.**
- c) The Park Operator has the authority to arrest any Park User found committing theft, damaging property, impaired driving, assault and other serious (indictable) offences. Advise the Park User of the reason for the arrest, and request that they await the arrival of the RCMP. Reasonable force may used to detain a Park User until the RCMP arrives. Nevertheless, it is *not recommended that force be used*.

7. Laying Charges

- a) The Park Operator can ask the RCMP to charge a Park User when an offence is seriously affecting the enjoyment of the Park by other Users.
- b) The Park Operator must be able to identify the accused and provide necessary information (*see Attachment 5*).

8. Reporting

- a) The Park Operator must file an incident report and submit it to the RDN on a monthly basis.

9. Routine Checks

- a) The Park Operator must check and secure the Park at night.
- b) Only registered campers should remain in the Park after 11 pm. This policy must be strictly enforced to ensure consistency.

10. Controlling Access within Park

- a) Keep roads clear and ensure parking is in authorized areas only. Authorized areas are marked.
- b) Vehicles can only be towed if in an area marked as a tow-away zone.
- c) Complete an incident report.

11. Noise Control

- a) Noise control will be maintained by the Park Operator as required to:
 - i.) establish quiet hours in the Park between 11:00 p.m. and 7:00 a.m.; and
 - ii.) ensure that no equipment is operated in the Operating Area between 11:00 p.m. and 7:00 a.m. that may annoy or disturb park users, except as required to respond to emergencies.

C. Public Control Guidelines

To maintain a high degree of peace and order within the park, the Park Operator, staff and contractors must take the action indicated below:

1. Rules and Bylaws

- a) Inform Park Users of park rules as necessary and request their compliance.

2. Violations

- a) Advise Park Users who are contravening park rules that they are in violation and may be subject to enforcement action or eviction if they do not stop their activity.
- b) Order the eviction of Park Users who do not comply with warnings.

3. Complaints and Disturbances

- a) Record and report to the RDN complaints by Park Users about disturbances or other undesirable illegal activities in the Park on a monthly basis.

4. Infractions of Law

- a) Record and report to the RDN and the RCMP serious breaches of the peace of infractions of the law within 24 hours of their occurrence.

5. RDN Property

- a) Check the facilities and all equipment in the park for theft, damage or vandalism and report any occurrences immediately to the RDN.

6. Park User Property

- a) Record and report all incidents of theft, damage or vandalism of Park Users property to the RDN.

7. Reporting Incidents

- a) Always use Incident Reports to record incidents.
- b) Compile daily statistics on a Public Safety/park Security Report for the Park and submit to the RDN monthly.
- c) Complete a Complaint/Occurrence Report for more serious incidents and submit to the RDN as soon as they occur.

8. Notebooks

- a) Notes should be made in a notebook as soon as possible after an incident occurs. Details that should be recorded include:
 - i.) time, dates, place and weather conditions
 - ii.) full names, addresses and dates of birth
 - iii.) description of the park users involved

- iv.) what you personally saw and did
- v.) what you heard (conversations of others)
- b) Accurate records enable the RDN to deal with any criminal or civil proceedings that may arise at a later date.
- c) Notebooks used by the Park Operator should be retained and kept in a safe place.

D. Public Safety Guidelines

An Evacuation Plan shall be prepared by the RDN. Once completed, it is the responsibility of the Park Operator, staff and contractors to be familiar with the Plan.

If any of the following situations take place in the park, the Park Operator, staff and contractors must take the following actions:

- 1. Any area in the park or any building becomes unsafe for Park Users.**
 - a) Close off the place/building and redirect the public away, including with temporary sign.
 - b) Notify RDN.
 - c) Fill out an Incidence Report (*see Attachment 1*).

- 2. Any area in the park or any building becomes hazardous.**
 - a) For fire: call 911 immediately and RDN. Organize local resources. Use wet towels for grass fires. Do not endanger yourselves or public by trying to put out fire.
 - b) For animals: call conservation officer/911 and RDN.
 - c) For water problems: remove hand pumps. Call RDN.
 - d) In all cases, move people out of hazard's way. As required, organize an evacuation.
 - e) Fill out an Incidence Report (*see Attachment 1*).

- 3. A Park User is acting in an unsafe manner.**
 - a) Tell them to stop. Provide only one warning. If they don't stop, move to eviction procedures (*see Attachment 2*).
 - b) Fill out an Incidence Report (*see Attachment 1*).

- 4. A Park User needs minor first aid.**
 - a) Provide basic first aid.
 - b) Encourage Park Users to see their doctors if any doubt.
 - c) Fill out an Incidence Report (*see Attachment 1*).

- 5. A Park User is missing.**
 - a) Collect basic information about missing person: age, sex, features, condition, clothing wearing, other members of party, who saw them last, where, when.
 - b) Call 911 immediately. Follow orders of RCMP.
 - c) Call RDN.
 - d) Organize groups to look in different areas, including water.

e) Fill out an Incidence Report (see Attachment 1).

6. A Park User is ill or injured.

- a) Stabilize person as best as possible.
- b) Call 911 immediately, and help direct ambulance to person.
- c) Contact RDN.
- d) Fill out an Incidence Report (*see Attachment 1*).

7. A Park User dies.

- a) Do not move body, but cordon off private space. Remains at the scene.
- b) Call 911 immediately, and help direct RCMP/ambulance to person.
- c) Contact RDN.
- d) Fill out an Incidence Report (*see Attachment 1*).

E. Emergency Procedures

The Park Operator and staff must be thoroughly familiar with emergency procedures.

1. Emergency Information

- a) The Park Operator, staff and contractors **must** know emergency telephone numbers and that information must be accessible to park users at all times.
- b) Current emergency contacts and telephone numbers **must** be posted for both staff and Park Users at the gatehouse and information kiosks.
- c) The Park Operator **shall** establish and maintain a system of communication to provide regular and emergency telephone contact.
- d) The location of the nearest payphone **must** also be posted.
- e) The emergency information list must include:
 - i.) Park Operator
 - ii.) RCMP
 - iii.) RDN
 - iv.) Ambulance Service
 - v.) Fire Department
 - vi.) Hospital
 - vii.) Forest Service 1 800 663-5555

2. Fire Suppression

- a) The Park Operator must ensure that staff and contractors have current S100 fire training and are familiar with fire suppression procedures and fire fighting equipment.
- b) In the event of a fire, the Park Operator must:
 - i.) Undertake initial action to control any fire that threatens public safety and the Park and immediately notify the RDN
 - ii.) Evacuate Park Users to a safe area upon the first sign of danger, and
 - iii.) Notify the RDN and the Gabriola Island Fire Department and give complete directions and location of any fire that cannot be extinguished with initial action.

3. Storms and Floods

- a) In the event of a heavy storm where falling trees or large waves pose a danger to the safety of Park Users, the Park Operator must caution Park Users immediately and consult the RDN or RCMP.
- b) If deemed necessary by the RDN or RCMP the Park Operator must advise the Park Users to evacuate the Park and ensure that all Park Users leave the Park.

4. Evacuation Procedures

- a) If the Park must be evacuated, the Park Operator must, in accordance with the Evacuation Plan (to be prepared) provided by the RDN, advise park users of the potential danger, request that park users leave the park, and close the park until the danger is passed.

Attachment 1 - Incidence Report

1. Where _____
2. Date and time _____
3. Who was in authority at scene _____
4. Type of incident (tick and describe)
 - a) Injury _____
 - b) Death _____
 - c) Theft _____
 - d) Eviction (note if registered camper, boater, day use) _____
 - e) Loss _____
 - f) Damage (to park, park user's property, park staff's property) _____
 - g) Wild animal _____
 - h) Hazard _____
 - i) Found or unclaimed liquor _____
 - j) Missing person _____
 - k) Lost or found property _____
 - l) Other _____
5. Activity involved
 - a) Camping _____
 - b) Boating _____
 - c) Water (non-boating) _____
 - d) Day-use _____
 - e) Other _____
6. Victim
 - a) Full name _____
 - b) Date of birth _____
 - c) Address _____
 - d) Phone _____
7. Witness(es)
 - a) Full name _____
 - b) Date of birth _____
 - c) Address _____
 - d) Phone _____
8. Advised (identify when call was made and who you spoke with)
 - a) RCMP _____
 - b) RDN _____
 - c) Conservation Officer _____

9. Assistance provided

- a) First Aid _____
- b) Search _____
- c) Rescue _____
- d) Ambulance _____

10. Charge laid (describe offence) _____

11. Describe Incident _____

12. Dollar loss

- a) Park _____
- b) Victim _____
- c) Park Operator _____

Attachment 2 - Evicting A Park User

CONDUCT JUSTIFYING AN EVICTION ORDER

Disturbances

All forms of noise can result in ordering a Park User to leave. Disturbances caused by fighting, screaming, shouting, singing, swearing, insulting or obscene language, being drunk, and impeding or molesting other persons do not require a warning before eviction is ordered.

Give **one warning** for loud music, noisy generators, and other relatively minor infractions. Continuation after a warning is issued constitutes a deliberate and unnecessary disturbance.

Unauthorized Presence

A non-registered Park User in the Park after 11 pm, or in areas closed by signs (for example, park house) is automatically trespass.

Refusal to Stop after Warning Issued

Deliberate non-compliance with a warning is unacceptable conduct.

Unsafe Activity

Using a sling shot, discharging a firearm, speeding a vehicle, etc. may require direct eviction without a warning. Less serious examples of unsafe activity should be first addressed with a warning (give the person a chance to correct their behaviour).

Eviction Procedures

Advise Park User that due to conduct (identified above), they are being evicted. Evict the entire party as required.

Advise the Park User(s) that they are barred from returning.

Failure to obey the eviction order places the Park User in trespass under Section 41 of the *Criminal Code of Canada*. Repeat the eviction order.

Call the RCMP to assist as required.

Complete incident report and inform RDN of incident.

DO NOT USE FORCE.

Attachment 3 - Public Relations Approach

THINK AHEAD

Be calm, cool and collected.
Decide your approach depending on the situation.

Use effective body language

Present yourself as a friendly and concerned authority figure.
Do not let circumstances ruffle the way you present yourself.
Use the power of a smile to diffuse situations.

Speak effectively

Listen to all sides of a dispute.
Control voice tone, volume and inflection to show concern without emotion.
Do not swear or use obscene or insulting language
Give cautions, warnings and orders without abuse or contempt.

Attachment 4 - Assessing Personal Risk

Examine the situation well before approaching people.

Look at body language.

Rate the Park User's behaviour and approach as appropriate.

Condition White

Park User is relaxed or resting.

APPROACH

Condition Yellow

Park User is alert and active.

APPROACH

Condition Orange

Park User is showing some stress, is agitated, excited – usual when an offence is being committed.

APPROACH WITH CAUTION

Condition Red

Park User is showing high degree of stress, is swearing or using obscene or insulting language, could be confrontational or violent.

DO NOT APPROACH, seek assistance.

Condition Black

Park User is exhibiting panic, loss of control, fear, hate, dangerous behaviour, violence.

DO NOT APPROACH, seek assistance.

Attachment 5 - Information Required to Lay a Charge

1. Accused

- a) Full Name _____
- b) Address _____
- c) Birth date _____
- d) Date of offence _____
- e) Time and place _____

2. What specific offence was observed

For example, “Saw Park User cause disturbance by swearing.” Note that consuming liquor means you saw liquor being drunk.

3. Proof of Identification (record details)

- a) Birth certificate _____
- b) Driver’s License _____
- c) M.V. Registration _____
- d) Credit card _____

Schedule No. 2

Facility Maintenance Standards

The Park Operator will be responsible for the overall maintenance and operation of park facilities, including the costs to operate and maintain the park facilities. The Park Operator shall undertake all repairs and upgrades to equipment and facilities costing less than \$500. Repairs and upgrades to equipment and facilities costing more than \$500 shall be undertaken by the RDN.

The RDN will only be responsible for capital repairs and replacements of existing facilities that are outlined in the Capital Plan.

A. Facility Maintenance Guidelines

1. To enhance service quality and efficiency, the Park Operator is expected to use best practices to maximize the life of Park facilities and to ensure their continued sustainable and economic service over that life.
2. The RDN expects the Park Operator to act with a high degree of independence.
3. The Park Operator shall meet “brand” and facility maintenance requirements, including the delivery of a high quality RDN service to the public, ensure their safety and security and protect the natural and cultural values.
4. Facilities will meet or exceed health and safety standards and be in compliance with all applicable legislation, regulations and RDN policies that directly impact facility design, operation, maintenance and reporting.
5. Facilities and services will meet or exceed performance levels as defined by the RDN.

B. Operational Maintenance

The Park Operator will be responsible for funding and conducting all campground operational maintenance for the duration of the Contract.

1. General

- a) Routine maintenance (e.g. servicing, cleaning, inspection) of buildings, furnishings, roads, grounds and utilities to ensure that safe, clean and attractive conditions are maintained in all areas. Routine maintenance includes grass cutting, removal of invasive plants e.g. broom, garbage collection, campsite cleaning and waste removal.
- b) Minor repair and replacement, including repair of broken fixtures, furnishings and signs, leaking taps, broken windows and door hardware in buildings and other similar types of work.
- c) All labour, materials, supplies, parts, hardware, paint, vehicles, equipment, tools and clothing required to carry out routine maintenance, and minor repair and replacement.

- d) All repairs and replacements to plumbing and mechanical or electrical equipment must be carried out by qualified licensed tradespersons.
- e) Repair and replacement costs up to and including \$500.
- f) RDN approval will not be required for operational maintenance.
- g) The Park Operator shall maintain a list of all repairs and replacements undertaken annually and submit it to the RDN.

2. Vehicle and Equipment Maintenance

- a) Vehicle and equipment maintenance will be performed by the Park Operator as required, to ensure that they are clean, mechanically sound and suitable for the Park Operator's operations under the Contract.

3. Campground/Day-use Area Maintenance

- a) Ensure campsite facilities are in a safe and fully operational condition.
- b) Maintain campsites and surrounding area in a clean and tidy condition free of all litter, broken glass, garbage and foreign material.
- c) Maintain fireplaces in a clean condition clear of ashes, coals and unusable wood.
- d) Maintain picnic tables in a clean condition free of all cobwebs, dirt, grease and debris; and ensure soil is kept away from wood on table bases.
- e) Retain campsite shape and definition by removal of weeds, encroaching vegetation and overhanging limbs to a minimum of 0.5 metres surrounding the campsite and driveway shoulders, raking the site and shoulders to present an overall clean and neat appearance.
- f) Ensure water is properly drained away from campsites (by ensuring any ditches and culverts are kept clear and properly flowing).
- g) Ensure number posts are maintained in good repair, in a firm vertical position and visible by controlling weed and brush growth. Replace any number posts damaged by vehicles or by vandalism.
- h) Ensure picnic tables and park benches are kept safe and fully functional.

4. Garbage Collection

- a) Ensure that all garbage containers are in good repair and fully functional.
- b) Ensure that garbage containers are in a clean and sanitary condition free of stains and offensive odours.
- c) Garbage shall be emptied before becoming overfull or at a frequency so as not to attract bears or other animals. Garbage bags to be replaced as necessary.
- d) Maintain area surrounding the garbage containers free of all litter, debris, garbage and weeds.

5. Recycling

- a) Ensure recycling containers are available.
- b) Empty as required.

6. Firewood Provision

- a) Ensure firewood is available for sale to park users throughout the Operating Season.
- b) No beetle/bug-infested firewood shall be used.
- c) The Park Operator may collect firewood from fallen trees around the park property.
- d) Ensure no Park Users scavenge their own wood.

7. Hazard Trees

- a) The Park Operator shall undertake a hazard tree assessment of the park property by a qualified professional once a year.
- b) Hazard tree removal shall be undertaken by a qualified professional, with prior approval of the RDN.
- c) The Park Operator will provide the RDN with detailed information when a tree or group of trees fails as a result of natural hazard.
- d) Hazard trees may be cut for firewood.

8. Signs Maintenance

- a) Ensure signs are in good repair, clean condition, visible and maintained in a firm vertical position with sign message oriented to provide maximum viewing exposure.
- b) Maintain all informational and operational signage.
- c) Maintain immediate area surrounding signs free of garbage, grass, weeds and brush.
- d) Maintain information in a neat and orderly appearance; remove outdated and/or unauthorized notices and post information as required.

9. Parking Lots and Road Maintenance

- a) Ensure the parking lot and roads are in good repair and fully functional condition, and all ditches kept free of encroaching brush.
- b) Maintain parking lot, roads and facilities in a clear condition free of litter, rocks, weeds, debris, garbage and foreign material.
- c) Maintain smooth parking lots and road surfaces.
- d) Ensure shoulders, edges and ditches are free of encroaching vegetation and overhanging limbs to present an overall neat appearance.
- e) Ensure culverts, ditches and bridges are clear to allow for proper drainage.
- f) Ensure all curbs, barriers and vehicle control devices are properly aligned and in good condition, including line paint (road and parking lot marking).
- g) Ensure emergency vehicle access is maintained at all times.

10. Park House

- a) The outside of the park house shall receive daily checks.
- b) The inside of the park house shall receive monthly checks.
- c) Security of the park house shall be maintained at all times.
- d) If the park house gets broken in to, the RDN shall be informed immediately.

11. Painting and Staining

- a) All facilities that have paint or stain finish must be maintained free of major chips, scratches, flaking and fading.

12. Pit Toilet Maintenance

- a) Ensure pit toilet buildings and fixtures are in a safe and fully functional condition.
- b) Maintain pit toilets and fixtures in a clean and sanitary condition free of dust, dirt, stains, mould, cobwebs, graffiti, garbage, excess water, unpleasant odours and all foreign material.
- c) Ensure roof is kept clean and clear of branches, leaves, moss, litter, dirt and debris.
- d) Provide as required toilet paper, deodorant and deodorizing chemical (lime products not to be used).
- e) Maintain area surrounding the pit toilet free of all litter, debris, garbage, weeds, encroaching vegetation and overhanging limbs.
- f) Ensure a minimum space of 0.6 metres between faecal level and floor level.

13 Trail Maintenance

- a) Ensure all trails, walkways, paths, and steps are safe and in a fully functional condition.
- b) Maintain trails, walkways, paths, steps, and adjacent areas in a clean condition free of litter, garbage, rocks, limbs, windfall trees, encroaching vegetation and other foreign material that may pose a hazard or restrict park user access.
- c) Ensure culverts and ditches and bridges are clear to ensure proper drainage.

14 Fence Maintenance

- a) Maintain all fencing in a good state of repair.
- b) Repair immediately any damage to fencing that poses a safety hazard; and when this is not possible, secure the area from public access until repairs can be done.

15. Parking Area Maintenance

- a) Ensure facilities are in a safe and fully functional condition.
- b) Maintain facilities free of all litter, garbage, weeds, sand, gravel, mud and all foreign material.

16. Beach Area Maintenance

- a) Maintain beach areas free of litter, garbage, broken glass, driftwood, weeds and all foreign materials.
- b) Ensure marker buoys and other facilities and equipment in the beach area are in good repair.
- c) Ensure first aid supplies are available at the gatehouse and location is posted on the information kiosks. Replace items as necessary.

17. Lawn Mowing

- a) Ensure lawns are mowed, and in a clean and tidy condition free of all litter, garbage, debris, foreign materials and excess grass clippings.
- b) Ensure that immediate areas surrounding trees, signposts, stairs, fences, buildings and edges along walkways are trimmed to present a neat and tidy appearance.

18. Pesticide, Herbicide and Fertilizer

- a) Maintenance involving the use of pesticides, herbicides or fertilizer will only be performed after appropriate licensing has been acquired and written approval of the RDN has been obtained.
- b) Apply products according to the product manufacturer's directions.

19. Paint and Stain

- a) One third of picnic tables, benches, and outhouses shall be painted.
- b) Prior to treating all surfaces must be adequately prepared prior to application of paint/stain including: remove all graffiti removed, scrape and sand, and wash the tops, ends and all exposed surfaces with tri-sodium phosphate (TSP).

C. Water System Maintenance

1. General

- a) Ensure that water systems are safe and in a fully functional condition and meet provincial standards.
- b) Water system performance shall be regularly monitored.

2. Water Pumps

- a) Maintain water pumps and immediate area in a clean and sanitary condition free of mould, sand, gravel, weeds, litter, garbage and foreign material to present a neat appearance.
- b) Service pumps, replace washers and springs regularly.
- c) Ensure drains are sanitary, free running and clear of accumulated debris.
- d) Maintain water pump free of rust. Lubricate and paint as required. Replace gaskets, o-rings and washers regularly and as required.

3. Water Source and Distribution Lines

- a) Ensure water quality equipment is operating as designed and is serviced according to manufacturer's instructions.
- b) Service pumps and like equipment as required, before start-up, and in accordance to manufacturer's instructions.
- c) Operate and inspect all valves to ensure operability.
- d) Test pressure reducing valves regularly to ensure operability.

D. Preventative Maintenance

1. Preventative Maintenance Amount

- a) The Park Operator will be responsible for funding all preventative maintenance to \$500.

2. Preventative maintenance

- a) Preventative maintenance shall be undertaken in low season.
- b) Scheduled repair or component replacement of park facilities to keep them in optimum working condition e.g. road grading, roof repair, facility painting programs, furniture replacement, trail repair, campsite graveling, vegetation restoration; and
- c) Scheduled overhauls and diagnostic maintenance to prevent breakdowns and extend facility lifespan. This will include regular inspection of the park facilities and the establishment of a facility maintenance plan (a component of the annual operating plan presented to the RDN for review) which will outline priority projects to ensure facilities remain safe, meet industry standards and comply with the Park Operator's operating standards.
- e) The Park Operator will supply all the project management requirements to carry out efficient and cost effective preventative maintenance repair and replacement projects that have received approval from the RDN.
- f) The Park Operator will have to estimate costs and schedule projects appropriately to ensure funding is available for annual preventative maintenance and scheduled condition assessments.

E. Operation And Maintenance Records

1. Records

- a) Ensure a record system is established and maintained for facility operations and maintenance.
- b) Maintain up-to-date operating logs for all dynamic facilities and critical facility components where applicable, e.g. pumps, machinery, etc.
- c) Maintain records of all maintenance, repair and replacement activities.
- d) Maintain a work order system with sufficient detail that permits the RDN to:
 - i) determine compliance with the annual operating plan;
 - ii) ensure quality work;
 - iii) identify and track maintenance, repair and replacement costs;
 - iv) identify undesirable operating and maintenance issues (e.g., frequent disruptions to service; undue costs; poor performance).
- e) Maintain a copy of all records, and have them available at all times for inspection by the RDN.

F. Facility Maintenance Plan

1. Facility Maintenance Plan

The facility maintenance plan shall include:

- a) Proposed preventative maintenance projects for the RDN to review and provide written approval, as part of the annual operating plan.
- b) Projects that have been identified and prioritized.
- c) Annually report on preventative maintenance projects completed, as part of the annual operating plan.
- d) Maintain up-to-date records on preventative maintenance repairs and replacement projects available at all times for inspection.

Schedule No. 3 Campground & Boat Launch Operations

A. Camping

1. Hours of Operation

- a) Park gate is open at 7 am and closes at 11 pm.
- b) Checkout time for all campsites no later than 11 am; check-in time ends at 10 pm.

2. Parking

- a) All vehicles must be parked in designated parking areas or campsites at all times.
- b) No parking on any campground lanes and on park roads.

3. Garbage

- a) Garbage cans provided in day-use area.
- b) All campers to use large container garbage cans.
- c) All cans and bottles to be placed in recycle bins as provided by Park Operator.

4. Number of People and Vehicles per Campsite

- a) Maximum of eight (8) people per single campsite, no more than four (4) of which can be adults, an adult being 16 years of age or over.
- b) For group camping, party must include at least 15 people, with minimum of five (5) people per site. One vehicle with trailer or towed vehicle permitted per campsite.
- c) No more than one RV per site.

5. Length of Stay

- a) Maximum length of stay is 14 days within a year, not necessarily consecutively.
- b) Additional stays may be allowed if vacancies permit; to be determined by Park Operator.

6. Campfires

- a) Campfires in metal fire pits only.
- b) Wood sold by Park Operator at campsites.
- c) No scavenging for wood by Park Users permitted in Park.
- d) Campers to remove all garbage from fire pit and campsite before vacating Park.

B. Boating

1. Boat Launch Hours of Operation

- a) Boat launch ramp opens at 7 am and closes no later than 9:30 pm or dusk; whichever is earlier and as determined by Park Operator.

2. Boat Launching and Parking

- a) Kayak tour groups shall drop off kayaks only in parking area.
- b) No parking of vehicles at or around boat launch.
- c) Day-users must park vehicle in a designated parking area.

Schedule No. 4 Financial & Administrative Management

A. Financial And Administrative Requirements

1. Banking Procedures

- a) Establish a dedicated bank account to which the campground revenue (i.e. campsite fees, firewood, and concession) will be transferred on a daily basis.
- b) Be responsible for all administration costs associated with park operations.
- c) Prepare and submit revenue and activity reports to the Regional District on a monthly basis.
- d) Ensure revenues collected are kept secure.
- e) Contact a local financial institution each Monday morning for the US dollar exchange rate. This rate must be posted on the information board at the gatehouse and used for seven days.

2. Park User Fees

- a) All parties must pay the full appropriate fee for service provided.
- b) Camping fees are as follows: \$15 per night per campsite in high season. Low season rates shall be set by the RDN.
- c) The Park Operator shall establish fees for firewood.

3. Group Camping Rates

- a) The nightly camping fee for non-profit youth groups (schools or guide/scout troops) camping at Descanso Bay Regional Park is \$2 per person per night.

4. Camping Reservation Service

- a) Supply, maintain and operate a reservation and inquiry system 24 hours a day.
- b) The Park Operator shall set up and maintain a 1-800 phone number.
- c) Missed reservations will result in a credit card charge for one night and cancellation of the reservation.
- d) 50% of campsites shall be available for reservations.
- e) All reservations to be confirmed by Park Operator with a reservation number.

5. Refunds

- a) Any park user who does not wish to stay after paying for a campsite, is entitled to a refund for the remaining prepaid fees provided the campsite is vacated prior to 11:00 a.m.
- b) A park user, after occupying a campsite overnight is entitled to a refund if an exceptional circumstance occurs such as an emergency evacuation, stolen or vandalized property, damage to property or injury by a natural occurrence and a medical emergency (refunded upon receipt of a medical or death certificate).
- c) Document all refunds.

- d) Ideally, the park user should vacate before 11:00 a.m., but as it may not be possible to contact the Park Operator or its staff prior to this deadline, some discretion should be used. The Park Operator should also bear in mind the desirability of keeping the customer satisfied and avoiding conflict.

6. Visitor Use Statistics

- a) Maintain accurate daily records of visitor use by recording statistics including place of origin; number in party; number of adults and children; and number of nights.
- b) Submit records monthly during the Operating Season.
- c) Visual counts of the day-use area are to be taken once daily during the peak use period.

7. Reporting

Table 1 summarizes the reporting requirements between the Park Operator and the RDN.

	As needed	Monthly	Beginning or end of season	Annually
Operating Plan *				
Facility Maintenance Plan				
Marketing Plan				
Public safety and park security compiled daily				
Incident report notebook compiled daily				
Criminal incidents				
Visitor statistics compiled daily				
Revenue and activity reports				

***Operating Plan**

- a) Shall be developed in the low season.
- b) Shall include a review of the previous years activities and proposals for the upcoming year in the following areas:
 - i. Facility maintenance plan includes schedule of facility operations, maintenance and repairs; details of repairs and replacements; operating logs of machinery; work order system; risk management evaluation including hazard tree assessment; and maintenance standards evaluation.
 - ii. Marketing plan includes visitor statistics (place of origin, number in party, number of adults and children and number of nights); visual counts in day

- use area; advertising initiatives; inquiries; promotional material review; and memberships.
- iii. Operational review includes campsite suitability; staff scheduling and training; user fees; park operating season and hours; signage requirements; special events; and interpretation/education information and activities.
 - iv. Financial review includes annual financial statement summarizing all park operations; monthly revenue and activity reports; and visitor statistics.

APPENDIX IV - Ancillary Uses

A. Concession

1. Location

- a) The Park Operator may establish a concession to be sited at the park entrance.

2. Licensee

- a) The Park Operator may allow a licensee to operate a concession.

3. Concession Building

- a) The concession may consist of a cart, trailer or stand and shall not exceed 10 m².
- b) Any sun/rain shelter must be supported by the cart, trailer or stand and shall have a minimum canopy height of 2 metres.

4. Products

- a) The concession shall sell only pre-packaged dry goods.
- b) Foods requiring any preparation or cooking are not permitted.
- c) Vending machines are not permitted.

5. Signage

- a) One non-illuminated sign is permitted for the concession provided that the sign:
 - i) Does not exceed 0.27 m².
 - ii) Is displayed on the exterior wall face of the cart, trailer or stand.
 - iii) Is professionally constructed.

6. Garbage

- a) The vendor will be responsible for litter created by products from their concession, as well as the cleanliness of their unit and surrounding area within 5 metres.
- b) The vendor shall supply suitable garbage receptacle lined with a plastic garbage bag and the garbage shall be removed on a daily basis.

7. General

- a) No eating area is permitted.
- b) Concession business shall not detract from Park Operator's ability or availability to carry out duties as Park Operator.

B. Rentals

1. Location

- a) Equipment rental shall take place from the concession or Park Gate house

2. Permitted Rentals

- a) Non-motorized boat rentals including appropriate safety equipment.
- b) Bicycles including appropriate safety equipment
- c) Equipment relating to camping and fishing.

3. General

- a) All rental equipment shall be maintained in good repair.
- b) Rental equipment shall be stored above the flood construction elevation.