



REQUEST FOR PROPOSALS No. 22-002

Descanso Bay Regional Park & Campground Operations: 2022-2026

ISSUED: December 2, 2021

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on January 20, 2022

Submissions and Questions are to be directed to:

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

Questions are requested at least five (5) business days before the closing date.

Proponent's Information Meeting:

A non-mandatory information meeting is scheduled for 10:30am, Thursday, 16 December 2021 convening at the main entrance of the DBRP. Be prepared for a two-hour tour of the property and discussion of operations and maintenance.

Pre-registration for the Proponent's Information Meeting is REQUIRED. Please confirm your intention to attend by email to Elaine McCulloch at emcculloch@rdn.bc.ca

Proposals will not be opened in public



Instructions to Proponents

Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on January 20, 2022.

Submission Method:

By Email: In PDF format with “22-02 Descanso Bay Regional Park” as the subject line at this electronic address:

emcculloch@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

Amendment to Proposals

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to operate and manage Descanso Bay Regional Park (DBRP), a 15.8-hectare (39 acre) waterfront park with 33 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 March 1, 2022 to January 31, 2027.

2. BACKGROUND

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, and a 20-minute ferry crossing from Nanaimo, BC. The Park features a 33-site, wooded campground, day use area with car-top boat launch, trails, storage area and gatehouse. The property is serviced by BC Hydro and telephone, and an upgraded 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 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 as Appendix B in the draft Park Operator Agreement. 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.

Recent Occupancy and Financial records of the campground operation are included in Section 5 of this RFP.

3. SCOPE OF SERVICES

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 and camping reservations; facilitate RDN approved Special Park Uses (e.g. weddings); and manage and track public day use and camping use of the park.

The Park Operator, within their operating plan, may offer optional park services such as the delivery of 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 and park visitors.

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 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.

4. REFERENCE/BACKGROUND INFORMATION

Park Facilities

The table below summarizes the current park facilities at DBRP. Plans are underway to construct a new office/gatehouse in 2022.

	#	Comments
Campground		
regular sites	30	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; 8 car gravel parking lot with wheel stops; garbage can
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 (replaced in 2021)
west-park	1	one location with one toilet enclosure & change house (replaced in 2021)
waterfront picnic area	1	one location with one toilet enclosure
Structures		
gate house & RV pad	1	to be replaced in 2022
garage/storage area	1	will be replaced with two sea cans
water treatment / pressure pump shed / recycling area	1	to be replaced in 2022

well house	1	
dumpster surround	1	
woodshed	1	
Water Source		
hosebib	1	Treatment shed
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

Other		
kiosks	2	
entrance sign	1	4 post, cedar
other signage		
gate	3	metal; 1 front gate + 2 internal gates
recycling container set	1	
garbage cans	3	located in waterfront day use area and at mid-park toilets
Grounds		
trails	1,400 l.m.	natural surface
roads	1,200 l.m.	gravel
parking lots	2	upper (20 stalls); waterfront day-use area (8 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



Campground Occupancy and Financial Records

The following tables provide information on park occupancy, revenue, 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 approach to delivering services at DBRP.

Occupancy Data: DBRP Campground Site Nights 2018-2021

	Full Year (Jan-Dec)		High Season (April-Oct)		High Season (July-August only)	
	total site nights *11680	occupancy rate	total site nights *6848	occupancy rate	total site nights *1984	occupancy rate
2018	2511	22%	2465	36%	1825	92%
2019	2453	21%	2397	35%	1647	83%
2020~	3037	26%	2945	43%	1805	91%
2021						

* possible site nights ~ Campground was closed all of April 2020 due to COVID-19

Historical Occupancy Data: DBRP Campground Site Nights 2005-2015 (Note High Season Change)

	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 (\$) 2018 – 2021

	2018	2019	2020	2021*
Sales (concession, firewood)	1,949	1,962	2,630	3,226
Campground Fees	49,849	54,018	90,509	98,548
Total Revenue	51,798	55,980	93,139	101,774

DBRP Campground Expenses (\$) 2018 – 2021

	2018	2019	2020	2021*
concession, stock (firering fuel)	0	600	340	360
firewood, stock	500	275	275	500
utilities - BC Hydro	421	764	764	982
utilities - garbage removal	1,398	1,800	2,540	2,367
utilities - septic pump & haul	2,085	2,280	1,775	1,725
telephone and internet	1,548	1,636	1,626	1,723
Res software & credit card fees	2,579	4,699	7,051	12,460
supplies & materials	3,785	3,684	3,640	2,843

*values are from Interim Report (September 2021). Year-end values not yet available.

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 1801* and its amendments.

Reservation Fee: \$6.00 per night, maximum \$18.00

Camping Fees:

Regular Sites (per site per night)	Large	Small
High Season (April to October)	\$23.00	\$20.00
Low-season (November to March)	\$10.00	\$10.00
Extra vehicle: 50% of the campsite fee per night		

GST applies to camping fees. All other fees, e.g. 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.

5. DELIVERABLES AND OUTCOMES

Unless otherwise specified, the standards of operational responsibilities at DBRP are expected to be on par with that used at BC Parks. Below is a summary of RDN and operator responsibilities, deliverables, and outcomes.

RDN	Park Operator
Hazard Trees	
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 minor clean-up resulting from the falling. All wood to be returned to ground, except where whole stem lengths can be used for barrier or edging.
Fire	
Provide Operator with campfire/smoking ban signage.	Keep grass in day-use areas and along roads well mowed during fire season. Liaise 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.
Garbage and Recycling	
Provide recycling containers.	Maintain tidy, animal proof garbage and recycling system. Remove garbage and recycling regularly from the Park at the Operator's Expense
Water System	
Oversee operation of system. Supply regular maintenance parts for water treatment plant. Carry out bi-annual sampling in May and October. 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 Island Health, 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.
	Small Water Systems Operator Certification is required to carry out the above tasks. This Certification may be sub-contracted by the Operator.
Structures and Signage	
Undertake large maintenance and/or capital projects and replace/update signage when necessary.	The Operator is responsible to undertake minor repairs and provide general upkeep of all structures and signage.

RDN	Park Operator
Environment	
Oversee stewardship of lands and waters.	<p>Ensure that wood on the ground remains in the Park. No wood from the park is to be used for firewood or the production of milled lumber.</p> <p>Use environmentally friendly cleaning products and apply no pesticides or herbicides.</p>
General Safety and Security	
Advise on public safety and enforcement issues. Follow-up on any RCMP files.	<p>Uphold Park Use Regulation Bylaw 1801. Advise the RDN of any incidents involving the RCMP or other emergency personnel when incident occurs and submit a report within 24 hours.</p> <p>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 immediately.</p> <p>Ensure staff trained in emergency level first aid are at the park at all times during July and August and all weekends, holidays and holiday long weekends during the High Season. Maintain fully stocked first aid kit.</p>
	<p>Ensure staff is on-site twenty-four hours a day during July-August and on all holidays and holiday long-weekends during the High-Season.</p> <p>Patrol the park once a day during the High Season and once a week in the Low Season. Manage gates and secure as required. Monitor the southern Park boundary to ensure the fence has not been damaged or breached. Ensure all campground staff have cleared a criminal record check before work at the Park.</p>
Fire Pits and Toilets	
<p>Provide fire pits and toilets as required.</p> <p>Have portable toilet (in day-use area) cleaned and serviced.</p>	<p>Maintain one fixed-in-place metal fire pit per campsite, cleaned after each vacancy. Only metal fire pits are permitted.</p> <p>Maintain all vault toilets in a clean and tidy condition. Have vaults serviced on an as-needed basis. Monitor condition of portable toilet and report to RDN if additional servicing is needed.</p>

RDN	Park Operator
Picnic Tables	
<p>Provide picnic tables as required. Undertake maintenance of tables including staining and replacement of top or seat boards. Maintain table inventory (number and condition).</p>	<p>Ensure each campsite has a picnic table and that the table is kept in the campsite.</p> <p>Ensure some picnic tables available in day-use areas.</p>
Roads, Trails and Grounds	
<p>Undertake road grading and carry out all road maintenance tasks such as pothole repair and speedbump relocation. Arrange for dust suppressant application.</p> <p>Approve any additional trail development/improvements.</p> <p>Provide signage and posts.</p>	<p>Keep all campground lanes, campsites and day use areas mowed, clean and tidy. Maintain and brush trails and around signage, structures and gates.</p> <p>Maintain all signposts and barriers in full upright position. Remove graffiti when found. Maintain a neat and presentable park.</p> <p>Install/post park signage.</p>
Promotion and Marketing	
<p>Promote park on RDN website, RDN social media channels, in the RDN's Regional Parks and Trails guide, and in various regional publications and on park system signage.</p>	<p>Responsible for all primary marketing and promotion of the Park (the campground and park).</p> <p>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.</p>
Relations with the Public	
<p>Assist Operator with dispute resolutions.</p>	<p>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.</p>
	<p>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.</p>
Special Park Uses	
<p>Liaise with the Operator regarding eligibility and conditions of park use permit requests. Issue approval for eligible permits.</p>	<p>Direct requests for special use of the park to the RDN for a Park Use Permit as per Bylaw 1801. Support RDN-approved special uses at the Park. Receive the fee for permit administration.</p>

RDN	Park Operator
Reservation System	
<p>Hold license for Leisure Interactive LLC 'Hercules' reservation software and provide information for system management to the Park Operator.</p>	<p>Manage reservation software and process including bookings, cancellations, payments, and refunds.</p> <p>Handle all park inquiries and provide responses within 24 hours.</p>
Management and Reporting	
<p>Oversee all park operations. Meet two 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.</p>	<p>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.</p>
Agreement	
<p>Review agreement with park operator each January following receipt of previous year's annual report.</p>	<p>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 deposit in the form of a bank draft, irrevocable letter of credit, cash (debit, cheque or cash) or other similar assurance acceptable to the RDN in the amount of \$5,000 that will remain valid for the Term. Agreement may be sub-contracted given RDN approval of sub-contractor and arrangements.</p>



6. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Submission Requirements:

1. All proposals should begin with a covering letter signed by the proponent that clearly identifies who is applying for the contract position of park operator at DBRP and that all proposal instructions have been considered.
2. All proposals should include:
 - (a) An organization chart showing principal operator and all other positions, with duties to be performed by each described and quantified in terms of hours per week. 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 operations, and qualifications for the job. Include experience running a successful operation; planning and budgeting; working to standards; managing personnel (training, supervising, and ensuring work safety); stewarding environmentally sensitive lands and water; marketing, promoting, and handling client relations; and operating a public facility.

Optional Experience delivering nature interpretation, providing recreation services and/or working with community groups or individuals on providing recreation programming should also be highlighted.

- (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 five-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 at 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 **March 1, 2022**.

Evaluation:

Proposals will be evaluated on the following basis 60% Technical, 40% Financial, with the following point allocation to the submission requirements:

50 points (a), (b), and (c)

40 points (d)

10 points (e) and (f)

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and



the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

7. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract. Proponents should submit such requests in their proposal submission and include alternate language for discussion negotiation purposes. Failure to do so means acceptance of the agreement as presented.

8. GENERAL CONDITIONS

8.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

8.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

8.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

8.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

8.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.



8.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

8.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

8.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

8.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

REGIONAL DISTRICT OF NANAIMO
Park Use Regulations Bylaw No. 1801, 2019

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REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1801

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:

PART I – INTERPRETATION

1 CITATION

This Bylaw may be cited as "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019."

2 PURPOSE

The intent of this bylaw is to permit reasonable use of *parks* by the public for outdoor recreation and enjoyment while at the same time preserving and protecting *natural park features*.

3 APPLICATION AND EXEMPTIONS

(1) This bylaw is applicable to all *parks* currently held by the *District* and any subsequent acquisitions and, without limiting the definition of *parks* in Section 4, includes *parks* within Electoral Areas A, B, C, E, F, G and H of the Regional District of Nanaimo.

(2) This bylaw takes effect the date of its adoption.

(3) Notwithstanding anything contained in this bylaw,

(a) *District* employees are exempt from this bylaw while carrying out their duties or performing their functions;

(b) *District* contractors, agents and volunteers 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

(c) Where the *District* holds *park* under a lease, licence, permit, statutory right of way or private land access agreement, the person or agency granting the lease, licence, permit, statutory right of way or access agreement;

- (i) is exempt from this bylaw, unless otherwise provided under the terms by which the *District* holds the land; and
- (ii) may restrict or exclude access to the public to a trail, path, or other area of the *park* as the person or agency deems necessary or advisable in respect of their own interests, rights and responsibilities with respect to the land.

4 DEFINITIONS

In this bylaw:

“active transportation corridor” means a linear pathway alongside vehicular roadway or connecting vehicular roads and intended to facilitate and accommodate non-vehicular transit through an area;

“aircraft” means a device that is designated to carry one or more person or objects through the air by electric or fuel power or by powerless flight, or to move through the air remotely and without passengers, and includes drones but not model airplanes and other toys;

“animal” means any *animal* other than a human being;

“authorized personnel” means *District* employees and contractors including the park operators of *campgrounds*, *bylaw enforcement officers*, *peace officers* and emergency personnel;

“board” means the Regional District of Nanaimo Board of Directors;

“bylaw enforcement officer” means any person designated as such by the *District*;

“camping” means to take up temporary overnight abode in a *park* with or without *shelter*;

“campground” means the areas at Home Lake Regional Park and Descanso Bay Regional Park which have been designated by the *District* for *camping*;

“campsite” means a designated and numbered space for *camping* in a *campground*;

“conservation zone” means the area of a *park* designated in a *management plan* for habitat and *wildlife* preservation and not to be developed for ordinary public use;

“curfew hours” means the time between 11 p.m. and 7 a.m. unless otherwise posted at a *park*;

“cycle” means a device having any number of wheels that is propelled by human power only and upon which one or more persons may ride and includes the bicycle buggies and trailers that may be attached to the *cycle*;

“District” means the Regional District of Nanaimo;

“EBike” means a *cycle* with an electric motor which is not capable of speeds greater than 32 kilometres per hour on level ground or of operating with pedals removed, and which looks like a bicycle and not a motor scooter;

“facilities” means anything other than *natural park features* such as toilets, *shelters*, garbage cans, showers, water pumps, stairs, boardwalks, bridges, structures, roads, trails, *traffic control devices*, parking lots, congregate spaces, signs, walls, boat ramps, docks, culverts, kiosks, gates, fences, picnic tables, benches, *campgrounds*, ball fields, sports courts and safety equipment;

“homeless person” means a person with no fixed address who is unable to find temporary abode at a public shelter facility;

“leash” means a chain or other material not exceeding 2.4 metres in length or a retractable lead not exceeding 8 metres in length when fully extended, and suitable for control of the type and size of the dog or other *animal* attached to the *leash*;

“litter” means any garbage generated by a person while in a *park* and engaged in activities ordinarily connected with reasonable *park* use;

"management plan" means a guiding document approved by the *District's Board* for the use, development, operation and maintenance of one or more *parks*;

"Manager" means the *District's* Manager of Parks Services or such other person as may be appointed to act in the place of the Manager of Parks Services from time to time;

"natural park features" means any native or non-native tree, shrub, flower, herb, berry, bough, grass or plant of any kind, and all soil, sand, silt, gravel, rock, mineral, wood, fallen wood or other living or dead natural material;

"ORV" means an off-road *vehicle* designed for travel off highways such as snowmobiles, all-terrain *vehicles* or quads, off-road motorcycles, side-by-sides, and jeeps, trucks, sports utility *vehicles* and other small on-highway motor *vehicles*;

"park" means any area of land or water, operated by the *District* as regional or community *park*, trail, roadside path or *water access*, that:

- (a) the *District* has possession and control of pursuant to the *Park (Regional) Act* or "Regional Trails Regulation";
- (b) the *District* has possession and control of pursuant to Section 510 of the *Local Government Act*;
- (c) the *District* holds in fee simple or by lease, licence, permit, statutory right of way or private land access agreement for the purpose of a *park*;

"park use permit" means a permit issued by the *District* granting the holder *special use* of a *park*;

"peace officer" means an RCMP constable, BC Conservation Officer or a Fisheries and Oceans Canada Fishery Officer;

"permit issuer" means an employee of the *District* appointed to deal with *park use permit* applications as authorized under this bylaw;

"registered camper" means a person who is authorized to *camp* at a *campground*;

"special use" means:

- (a) a public or private, commercial or non-commercial service, activity or event that is intended to attract or requires participants or spectators and includes such as a gathering, wedding, festival, competition, tournament, procession, concert, march, show, party, ceremony, fishing derby or regatta;
- (b) group training, lessons or recreational or other programming;
- (c) recording, photography, filming or videotaping for use in television, motion pictures, on the web or in other commercial or institutional presentations;
- (d) research, survey, data collection or petition activity;
- (e) use of a *park* for non-park purposes including *vehicle* access, utility lines, structures, road, signs, fences or walls;
- (f) use of a model airplane;
- (g) operation of a human or animal powered device to transport people or goods; or
- (g) any activity otherwise prohibited under this bylaw;

"shelter" means a structure, improvement, shield or cover used or intended to be used to house or protect people or things, and includes a tent, tarp, lean-to or other refuge made of cardboard, tarpaulin, canvas, plastic, metal, logs, brush, branches or other materials natural or man-made;

"sun-shelter" means a lightweight open-sided structure no greater than three metres by three metres which is intended for use as a temporary sunscreen;

“traffic control device” means a sign, signal, line or marked space, parking meter, barrier, buoy or other device placed or erected by authority of the *District* in order to control or direct the presence, passage, tethering, parking or movement of *vehicles*, *vessels*, *ORVs*, *cycles*, *EBikes*, equestrians, swimmers or other *park* users;

“under control” in relation to a dog or other domestic *animal*, means the person having custody of the *animal* has a clear line of sight to the *animal* at all times and is able to bring the *animal* to heel by calling;

“vehicle” means a device in, upon or by which a person or thing is or may be transported or drawn upon a highway, such as a car, truck, motorcycle, motorbike, motor scooter, recreational *vehicle* and trailer, but does not include *ORVs*, *cycles*, *EBikes*, mobility aids such as wheelchairs and medi-scooters, or any device designed to be moved by human or *animal* power;

“vessel” means any device which is intended to operate on, in or under water, with the exception of *aircraft*;

“water access” means public road allowance under the jurisdiction of the Ministry of Transportation and Infrastructure, developed or not for vehicular use, running to fresh or salt water and managed as *park* by the *District* under permit from the Ministry;

“wildlife” means any wild mammal, bird, reptile, fish, amphibian or insect.

5 INTERPRETATION

- (1) Except as otherwise defined in this bylaw, words and phrases used herein have the same meaning as in the *Local Government Act*, the *Community Charter* and the *Interpretation Act* as the context and circumstances require. A reference to a statute refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, code or bylaw refers to that enactment as it may be amended or replaced from time to time. Words in the singular include the plural, and words in the plural include the singular.
- (2) The headings to the clauses in this bylaw and table of contents 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.

PART II – PARK REGULATIONS, PROHIBITIONS AND REQUIREMENTS

6 DELEGATION

The *Manager*, in addition to administering this bylaw, may:

- (1) place or erect signs or other *traffic control devices* setting out rules and regulations for *park* use;
- (2) temporarily prohibit public use of all or part of a *park* or its *facilities* in order to allow for construction, maintenance, repairs, removal of hazards, overcrowding, *special use* or another necessary or permitted temporary activity impacting ordinary use of the *park* by the public;
- (3) remove or cause to be removed from a *park*:
 - (a) anything which has been placed or erected in a *park* contrary to the provisions of this bylaw, or
 - (b) any *vehicle*, *ORV* or *vessel* operated contrary to the provisions of this bylaw;
- (4) dispose of any personal possessions left behind in a *park*;
- (5) restrict or prohibit campfires;

- (6) restrict or prohibit public access to *conservation zones* or any *facility* or *natural park feature* identified as needing protection in a *park management plan*, covenant or tenure agreement;
- (7) authorize *special use* of a *park* as set out in Section 21 and Schedule A; and
- (8) identify and post at a *park* any regulation, prohibition or requirement which is incidental to the purposes and consistent with the intent of this bylaw.

7 RULES AND SIGNAGE

Every person shall comply with this bylaw and any conditions, prohibitions or requirements displayed by way of a sign or other *traffic control device* or set out in a *park use permit*.

8 PUBLIC CONDUCT

No person shall:

- (1) behave in a disorderly, dangerous or offensive manner, or otherwise act so as to unreasonably distress or annoy another person in the *park*;
- (2) obstruct or interfere with *authorized personnel* in the performance of their duties;
- (3) interfere with any person or traffic using a *park* in accordance with this bylaw;
- (4) where a toilet is provided in a *park*, relieve themselves anywhere but in the toilet;
- (5) where no toilet is provided in a *park*, relieve themselves anywhere within public view or within 300 metres of a private residence outside the *park*;
- (6) play electric instruments or any audio or audio-video device producing electronically amplified sound, except in accordance with a *park use permit* specifically authorizing such an instrument or device;
- (7) enter or otherwise remain within a *park* for any purpose, including *camping*, during *curfew hours* except as:
 - (a) a *registered camper* at a *campground*;
 - (b) a person using an *active transportation corridor*;
 - (c) a person holding a *park use permit* granting exemption from *curfew hours*; and
 - (d) a *homeless person* with or without *shelter* and in conformity with Schedule B;
- (8) fail to comply with a restriction on public access communicated by a person or agency under Section 3 (3) (c) (ii);
- (9) sell alcohol in a *park* except in accordance with a *park use permit* specifically authorizing that;
- (10) consume alcohol in a *park* except:
 - (a) as a *registered camper* or guest of a *registered camper* at a *campsite* in a *campground*; or
 - (b) as part of a *special use* under a *park use permit* allowing for alcohol consumption;
- (11) consume cannabis in a *park* except as a *registered camper* or guest of a *registered camper* at a *campsite* at a *campground*, and then only without smoking or vaping the cannabis and in accordance with applicable legislation; or
- (12) operate *aircraft* in such a manner as to damage *natural park features*, intrude on the privacy of other persons, interfere with a *facility*, or the use and enjoyment of a *park* by others.

9 VEHICLES

No person shall:

- (1) drive, propel, park or otherwise operate a *vehicle* except:
 - (a) on designated roadways or in designated parking areas;
 - (b) in conformance with *traffic control devices*; and
 - (c) at a speed greater than 10 kilometres per hour unless otherwise permitted by posted sign;
- (2) operate a *vehicle* in such a manner as to disturb *natural park features* or the enjoyment of the *park* by others except in accordance with a *park use permit* specifically authorizing this;
- (3) clean, repair or carry out maintenance on a *vehicle* except in an emergency;
- (4) leave a *vehicle* in a *park* during *curfew hours* except as a *registered camper* or as a holder of a *park use permit* specifically authorizing this; or
- (5) obstruct use of a *park gate* by leaving a *vehicle* parked in front of it.

10 CAMPING

- (1) A person *camping* at a *campground* shall abide by the *campground* rules and regulations and pay the fees established in Schedule C.
- (2) A *homeless person* may camp only in conformity with the rules established in Schedule B.
- (3) Any other *camping* will only be allowed in accordance with a *park use permit* specifically authorizing that.

11 VESSELS AND WATER ACTIVITY

No person shall:

- (1) launch or remove a *vessel* from a body of water except by using a designated boat launch ramp, or by physically carrying and not dragging the *vessel* to and from the water;
- (2) disturb *natural park features* in the process of launching a *vessel*;
- (3) operate a *vessel* within a designated swimming area or in a way that interferes with swimmers;
- (4) run a *vessel* ashore except in designated boat beaching areas;
- (5) moor a *vessel* to dry land or impede or endanger pedestrian movement along a beach or foreshore;
- (6) clean, repair or carry out maintenance on a *vessel* except in an emergency;
- (7) leave a *vessel* in a *park* during *curfew hours* except as a *registered camper* or as a holder of a *park use permit* specifically authorizing this; or
- (8) bring in, park, station, operate, launch or run ashore a personal watercraft or jet ski.

12 OFF-ROAD VEHICLES (ORVs)

No person shall:

- (1) drive, propel, park or otherwise operate an *ORV* in a *park* except where *ORV* use has been designated as authorized by the *District* by sign posted at the *park*;
- (2) at *parks* where *ORV* use is authorized:

- (a) operate an *ORV* that is not registered and insured in BC or another jurisdiction where registration is required and displaying the number plate or sticker in accordance with applicable legislation;
- (b) operate an *ORV* except on designated roadways, trails and parking areas, and in conformance with *traffic control devices*;
- (c) drive or propel an *ORV* through a water course or in such a manner as to disturb *natural park features* or the enjoyment of the *park* by others; or
- (d) clean, repair or carry out maintenance on an *ORV* except in an emergency.

13 CYCLING AND HORSEBACK RIDING

- (1) No person shall ride a *cycle*, *EBike* or horse:
 - (a) except on a road or trail and in conformity with *traffic control devices*;
 - (b) along a beach or through water unless at a designated ford; or
 - (c) in such a way as to disturb *facilities* or *natural park features*.
- (2) No person shall ride a horse at faster than walking pace when within sight of another *park* user who is not mounted on a horse.
- (3) Any person riding a horse shall move their horse's excrement to the side of trail and leave clear passage for other trail users.

14 DOGS

- (1) Subject to the *Guide Animal Act*, no person shall bring a dog into a *park* or part of a *park* where dogs are prohibited by posted sign.
- (2) A person having custody of a dog shall at all times:
 - (a) carry with them at least one *leash* and one dog collar for the dog;
 - (b) ensure the dog is *under control* if not restrained by a *leash*; and
 - (c) when in an area where a *leash* is required, ensure the dog is restrained by a *leash*.
- (3) No person shall permit a dog under their care to:
 - (a) run or roam at large, cause injury to *wildlife*, or to damage or feed on vegetation;
 - (b) annoy, including by barking or howling for a continuous period of ten (10) seconds or more, other *park* users; or
 - (c) cause injury to other *park* users or their dogs.
- (4) Where a *litter* or garbage container is provided in a *park*, a person having custody of a dog must bag and place their dog's excrement in the container provided or remove the excrement from the park. Where no such container is provided at a *park*, the dog owner must move the excrement to the side of the trail and leave clear passage for other trail users, or remove the excrement from the park.

15 HUNTING, FIREARMS, FISHING AND SHELLFISH HARVESTING

No person shall:

- (1) hunt in a *park*;
- (2) carry or discharge any firearm, air gun, blank ammunition starting pistol, bow or crossbow, slingshot or similar device in a *park*; or
- (3) fish or harvest shellfish in a way that impedes the free use of waterfront by swimmers and bathers.

16 GARBAGE AND POLLUTION

No person shall:

- (1) deposit or leave *litter* in a *park* except in the containers provided for such purpose;
- (2) deposit or leave in a *park* any household, commercial or industrial waste, construction debris, toxic or hazardous substances, garbage, trash, refuse, cans, bottles, papers, metals, plastics, discarded furniture, appliances or personal items, ashes, yard cuttings, or other waste of any kind that is not generated by a person in connection with reasonable *park* use;
- (3) release sewage from a *vehicle* toilet except where a sani-station is provided for that purpose; or
- (4) foul, including without limitation by washing, contaminating or polluting any body of water or the area around wells and water pumps.

17 DAMAGE AND INTERFERENCE

No person except as the holder of a *park use permit* specifically authorizing the action shall:

- (1) alter, remove, move, deface, cut, tamper with, damage or destroy any *park facility*;
- (2) dig up, remove or deposit soil or gravel;
- (3) leave a *park* water tap running or otherwise waste water;
- (4) remove *park* water from a *park*, whether from a piped source or natural water body, for consumption or use elsewhere;
- (5) store any material or objects of any kind;
- (6) climb, walk or sit upon any wall or fence, or climb up on or jump off of a bridge;
- (7) damage or destroy the utility or free use of any sports field, court or play structure;
- (8) bring in, build or cause to be built any temporary or permanent structure including a fence, wall, dam, jump or play structure;
- (9) place graffiti on *facilities* or *natural park features*;
- (10) build, alter or otherwise create a trail;
- (11) erect any *shelter* other than a *sun-shelter* except for *homeless persons* in accordance with Schedule B and *registered campers* at their *campsites*; or
- (12) obstruct or cause to obstruct public access to a *park*.

18 FIRE, SMOKING, VAPING AND FIREWORKS

No person except as the holder of a *park use permit* specifically authorizing the action shall:

- (1) light a fire in a *park* except if it is a campfire in a designated fire pit at a *campground* and if there is no posted campfire ban in effect;
- (2) where and when permitted to light a campfire, burn unsuitable materials such as driftwood, waste, plastic, flammable or combustible liquid, treated lumber or wood scavenged from a *campground* or other part of the *park*;
- (3) light an outdoor stove using liquid or gaseous fuel or briquettes if the stove is not CSA approved or has a flame length exceeding 15 cm;
- (4) leave a lit campfire or outdoor stove unattended by a responsible person;
- (5) smoke or vape any substance in a *park* including at *campsites*;

- (6) discard on the ground any burning matter including but not limited to a match; or
- (7) set off fireworks or other explosive material.

19 NATURAL ENVIRONMENT AND WILDLIFE

No person except as the holder of a *park use permit* specifically authorizing the action shall:

- (1) cut down a tree or remove cut or fallen wood or any other vegetative matter;
- (2) remove water from a water course or body of water in a *park*;
- (3) pick, cut, prune, top, apply herbicides, fungicides or insecticides to or damage or destroy any *natural park feature*;
- (4) plant vegetation;
- (5) alter, disturb or harm *natural park features* for the purpose of creating a play space, *cycle jump*, game course or other play space;
- (6) feed, snare, trap, catch or hold by any means or purposely disturb, frighten, molest or injure any *wildlife*; or
- (7) store or set out food in a way that will attract *animals*.

PART III – SPECIAL USE AND PERMITS

20 SPECIAL USE AND COMMERCE

No person shall:

- (1) undertake or engage in a *special use*;
- (2) post, paint or distribute any kind of commercial advertisement, sign, handbill, pamphlet, poster or placard; or
- (3) operate, park or station a *vehicle* displaying advertising or equipped with a public address system,

except in accordance with a *park use permit* specifically authorizing that.

21 PARK USE PERMITS

- (1) A person, group or organization intending to carry out *special use* of a *park* may obtain a *park use permit* by:
 - (a) submitting an application on the form provided by the *District* by the application due date set out in Schedule A;
 - (b) agreeing in writing to all terms, requirements, restrictions and conditions of *special use* established by the *Manager* or *permit issuer*;
 - (c) submitting all required fees, deposits, charges and insurance documents; and
 - (d) showing evidence of compliance with the requirements of other relevant *District* bylaws as well as the regulations of other government bodies and local authorities that may apply in the circumstances.
- (2) On receiving an application for a *park use permit*, the *Manager* or *permit issuer* may, in accordance with Schedule A and further to the purposes of this bylaw:
 - (a) grant, refuse, renew or refuse to renew a *park use permit*;

- (b) establish amounts referred to in Schedule A for damage deposits that apply to the category or categories of *special use* under consideration;
 - (c) impose terms, requirements, restrictions and conditions on obtaining, holding or renewing a *park use permit*, additional to those set out in Schedule A, at a particular *park* considered appropriate by the *Manager* or *permit issuer* for the safe and convenient use of the *park* and to ensure the purposes and requirements of this bylaw are met.
- (3) Without limiting Section 21 (2), the *Manager* or *permit issuer* may impose any one or more of the following conditions on a *park use permit*:
- (a) a maximum number of participants;
 - (b) the confinement of a *special use* to a specific location within a *park* and to certain time periods;
 - (c) to participation by people certified or otherwise qualified to operate equipment or *vehicles*, or to engage in or supervise a proposed activity;
 - (d) removal of all *litter* and other waste generated through *special use*;
 - (e) provision and servicing of portable toilets or payment to the *District* for the additional servicing of park garbage receptacles and toilets required as a result of *special use*;
 - (f) provision of appropriate emergency personnel, traffic control or security during the course of the *special use*;
 - (g) 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 structures, seating, tables, flags, banners or other gear associated with the *special use*;
 - (h) posting of advance notices advising all *park* users of the nature and date of *special use*;
 - (i) restrictions and requirements for event promotion and regarding use of the *park* name and the *District's* logo;
 - (j) restrictions and requirements on the type or nature of merchandize, items or services proposed for sale or consumption during the *special use*;
 - (k) in relation to a specific exemption from a restriction or requirement of this bylaw where an exemption is provided for;
 - (l) preventative or remedial requirements to avoid, reduce or mitigate potential impacts of the *special use* on *facilities*, *natural park features* and *park* neighbours;
 - (m) requirements for insuring and indemnifying the *District* for any injury or damage to property or loss or injury to persons that may result from activity or use carried out under the *park use permit*; and
 - (n) other terms and conditions that are consistent with the intent of this bylaw.
- (4) Without limiting Section 21 (2), the *Manager* or *permit issuer* may refuse, suspend, revoke, or cancel a *park use permit* application if the *Manager* or *permit issuer* considers that:
- (a) the *special use* does not conform with the *management plan* for a *park*;
 - (b) the location of a *special use* is likely to have a significant or permanent negative environmental impact on *natural park features*, or conflicts with common use by others;
 - (c) the provisions of this bylaw or any terms, restrictions, requirements or conditions of the *park use permit* have not been met or cannot be met;

- (d) the applicant cannot or is not competent or qualified to assume full responsibility for the *special use* or some aspect of it, or that the *District* will not be adequately indemnified; or
 - (e) the applicant for a *park use permit* has previously contravened this bylaw.
- (5) An applicant for a *park use permit* whose application has been refused may appeal the decision to the *District's Board* by submitting to the corporate officer a written request, directed to the Board Chairperson, within 15 business days after the day the decision to refuse was issued.
- (6) Where the holder of a *park use permit* has not met the requirements of this bylaw or the terms, restrictions, requirements and conditions of the *park use permit*, in addition to the suspension, revocation or cancellation of the *park use permit* and any other penalties or other enforcement actions that may apply:
- (a) a *park use permit* fee or damage deposit may be forfeited to the *District*;
 - (b) the holder may be required to pay for the clean-up and repairs required to restore *facilities* or *natural park features* to pre-special use condition, with failure to do so entitling the *District* to perform the work at the holder's expense; and
 - (c) the *District* may exercise its rights under the holder's insurance policy and indemnification obligations.

PART IV – ENFORCEMENT, PENALTIES AND REMEDIES

22 ENFORCEMENT

- (1) The *Manager*, a *bylaw enforcement officer* or a *peace officer* may enforce this bylaw, and in so doing may be assisted by another such officer or a *District* employee.
- (2) *Authorized personnel* may order a person who contravenes this bylaw, or a *park use permit* to do any of the following:
 - (a) cease and desist;
 - (b) leave the *park* immediately;
 - (c) remove or cause to be removed any *animal*, *cycle*, *EBike*, *vehicle*, *vessel*, *ORV*, structure or other thing which causes or is contributing to a contravention of this bylaw or of a *park use permit*; and
 - (d) restore any damage caused by the contravention to *natural park features* or *facilities*.
- (3) *Authorized personnel* may restrain, seize and detain or cause to have restrained, seized and detained a dog or other domestic *animal* with no apparent custodian and have the *animal* removed to an *animal* shelter or other appropriate facility, in which case the provisions for impoundment and fees apply as established in the *District's* Animal Control and Licensing Bylaw No. 939, 1994; Animal Control Bylaw No. 941, 1994; or Animal Control Regulatory Bylaw No. 1066, 1996, as applicable to the area in which the *animal* is detained.
- (4) *Bylaw enforcement officers* may enter onto any property in accordance with Section 16 of the *Community Charter* in order to inspect and determine if this bylaw is being contravened.

23 PENALTIES

- (1) Any person who
 - (a) contravenes a provision of this bylaw,
 - (b) suffers or permits any act or thing to be done in contravention of this bylaw,
 - (c) refuses, omits or neglects to fulfill, observe, carry out or perform any duty or obligation imposed under this bylaw,commits an offence, and each day that a contravention continues amounts to a separate offence.
- (2) A person found guilty of an offence under this bylaw is liable:
 - (a) if proceedings are brought under the *Offence Act*, to pay the maximum fine and other penalties, compensation and costs authorized by that *Act* and the *Local Government Act*;
 - (b) if a ticket is issued under Division 3 of Part 8 of the *Community Charter*, to pay a maximum fine of \$1,000; or
 - (c) if a bylaw notice is issued under the Regional District of Nanaimo Bylaw Notice Bylaw No. 1786, 2019, to pay a penalty of up to \$500.
- (3) Fines and penalties imposed under this Section are in addition to and not in substitution for any cost recovery, remedial action or other consequence of default or contravention provided for under this bylaw, and do not limit the right of the *District* to bring civil proceedings or pursue any other remedy available at law.

24 REMEDIAL ACTION AND COST RECOVERY

- (1) Where a person has damaged or removed any *natural park feature or facility*, the person must, at the direction of the *Manager*:
 - (a) restore or repair the *natural park feature or facility* or replace it with one of similar value, or
 - (b) pay the cost of restoring, repairing or replacing the *natural park feature or facility*, as applicable and as determined by the *Manager*, to the *District* within 30 days of an invoice being delivered by the *District*.
- (2) If a person has been required to do something under a provision of this bylaw, and the person has not completed the action within the time specified:
 - (a) *authorized personnel* may fulfill 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 for fulfilling the requirement from the person as a debt.

PART V – GENERAL

25 SCHEDULES

The following Schedules are attached to and form part of this bylaw:

- Schedule A – Park Use Permit Regulations and Fees for Special Use of Parks
- Schedule B – Homeless Camping Regulations
- Schedule C – Camping and Boating Fees and Regulations
- Schedule D – Penalties – Schedule 17 of Bylaw Notice Bylaw No. 1786, 2019

26 SEVERABILITY


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 bylaw and the remainder of the bylaw shall continue in full force and effect.

27 REPEAL AND AMENDMENT

- (1) Regional District of Nanaimo Park Use Regulations Bylaw No. 1399, 2004, and 1399.01, 2009, are hereby repealed.
- (2) The Regional District of Nanaimo Bylaw Notice Bylaw No. 1786, 2019, is amended by deleting Schedule 17 of that bylaw and replacing it with Schedule D of this bylaw.

Introduced and read three times this 25th day of February, 2020.

Adopted 25th day of February, 2020.

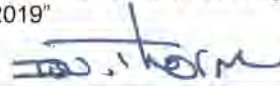


CHAIR



CORPORATE OFFICER

Schedule 'A' (page 1 of 2) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"



Chair



Corporate Officer

SCHEDULE A PARK USE PERMIT REGULATIONS AND FEES FOR SPECIAL USE OF PARKS

Special Use Category	Non-refundable Application Fee	Permit Fee	Damage Deposit	Comprehensive General Liability Insurance
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All Special Use Categories

Site preparation or clean-up if required by *District* : at cost to *District* plus 10% administration fee and GST.

Special Use Category 1

Application, fee and damage deposit due two weeks prior to proposed *special use* date.

1	Reserved use of a space or facility for an informal gathering of fewer than 50 people; or operation of a model airplane	n/a	\$50/day	\$100	n/a
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Special Use Categories 2 - 8


Application, fees and damage deposit due a minimum six weeks prior to proposed *special use* date.

Permit fee and damage deposit refundable if cancellation notice received minimum two weeks prior to *special use* date.

2	Private events including weddings and parties				
	less than 50 people	n/a	\$50/day	\$100	\$2 million
	50 - 100 people	n/a	\$100/day	\$200	\$2 million
	more than 100 people	\$100/permit	\$250/day	\$500	\$5 million
3	Public events including festivals, shows, competitions, ceremonies, regattas and fundraisers				
	non-profit organizations	n/a	\$100/day	\$200	\$2 million
	private or commercial organizations	\$100/permit	\$200/day	\$500	\$5 million
4	Non-profit services or activities including guiding, training and recreation programming				
	participants younger than 18	n/a	n/a	\$100	\$2 million
	participants of all ages	n/a	\$25/day	\$100	\$2 million

Schedule 'A' (page 2 of 2) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"


Chair


Corporate Officer

Special Use Category	Non-refundable Application Fee	Permit Fee	Damage Deposit	Comprehensive General Liability Insurance
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All Special Use Categories

Site preparation or clean-up if required by *District* : at cost to *District* plus 10% administration fee and GST.

Special Use Categories 2 - 8

Application, fees and damage deposit due a minimum six weeks prior to proposed *special use* date.

Permit fee and damage deposit refundable if cancellation notice received minimum two weeks prior to *special use* date.

5 Commercial recreation services or activities including guiding, training, recreation programming, and dog walking	1 day	\$100/permit	\$50/day	\$100	\$2 million
	up to 4 months	\$100/permit	\$200/permit	\$300	\$5 million
	1 year	\$100/permit	\$350/permit	\$500	\$5 million
6 Commercial filming, audio or video recording and photography	minor ¹	\$100/permit	\$75/day/park	\$200	\$5 million
	major ²	\$100/permit	\$250/day/park	\$1,000	\$5 million
7 Research activities including surveying, collecting data and petitioning	non-profit organizations	n/a	n/a	\$100	\$2 million
	private or commercial organizations	\$100/permit	\$100/day	\$200	\$5 million
8 Access to <i>park</i> land for utilities or vehicular passage by others	temporary	\$100/permit	\$250/day	\$500	\$2 million
	long-term	\$100/permit/year	\$1,000/year	\$1,000	\$5 million

Notes

¹ Minor means no temporary disturbance of other *park* users or *natural park features*.

² Major means normal *park* use or access by others will be temporarily disrupted or restricted, or some *natural park features* or facilities will be disturbed.

Schedule 'B' (page 1 of 3) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"

Chair

Corporate Officer

SCHEDULE B
HOMELESS CAMPING REGULATIONS

1 General

- (a) Where not prohibited in Section 2 or 3 below, a *homeless person* may camp in a *District park* between 7:00 p.m. one day and 9:00 a.m. the following day, at which point the *homeless person* must vacate the *park* until at least the next 7:00 p.m.
- (b) Prior to departure from a *park*, the *homeless person* must dismantle any *shelter* erected.
- (c) Upon departure from a *park*, the *homeless person* must take with them all personal possessions brought into the *park* and properly dispose of *litter* and garbage.

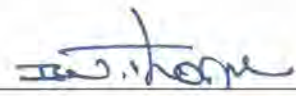
2 Prohibited Parks

Homeless persons are prohibited from *camping* in the following *District parks*:

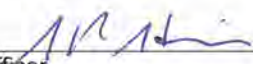
- (a) all regional and community trails and paths;
- (b) all *water accesses*; and
- (c) the following *parks*:

Electoral Area	Park	
A	Cedar Plaza Community Park	Kipp Road Community Park
	Cedar Skatepark	MacMillan Road Community Park
	Fawcett Road Community Park	Thelma Griffith Community Park
	Glynneath Road Community Park	Woodridge Road Community Park
B	Blue Heron Community Park	Link Bay Road Community Park
	Bluewhale Community Park	Malaspina Galleries Community Park
	Captain Ahab's Terrace Community Park	Paisley Place Community Park
	Cardale Road Community Park	Pequod Crescent Community Park
	Clamshell Drive Community Park	Pilot Bay Community Park
	Coast Road Community Park	Queequeg Place Community Park
	Decourcy Drive Community Park	Rollo McClay Community Park
	Dodd Narrows Community Park	Sea Fern Lane Community Park
	Dunlop Lane Community Park	Stalker Road Community Park
	Hummingbird Community Park	The Strand Community Park
	Huxley Community Park	Town-Ho End Community Park
	Joyce Lockwood Community Park	Descanso Bay Regional Park
		Coats Marsh Regional Park

Schedule 'B' (page 2 of 3) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"



Chair



Corporate Officer

Electoral Area	Park	
C	Extension Miners Community Park Heather Way Community Park Riverbend Road Community Park Riverbend Community Park	South Forks Road Community Park Twilight Way Community Park Virostko Road Community Park
E	Amelia Crescent Community Park Arbutus Grove Community Park Blueback Drive Community Park Brickyard Community Park Carmichael Road Community Park Claudet Creek Community Park Claudet Road Community Park Craig Creek Estuary Community Park Crowsnest Lane Community Park Davenham Road Community Park Dolphin Lake Community Park Dolphin Marsh Community Park Es-hw Sme~nts Community Park	Henley Place Community Park Highland Road Community Park Jack Bagley Community Park Nanoose Road Community Park Park Place Community Park Redden Road Community Park Richard Place Community Park Rowland Road Community Park Rumming Road Community Park Schooner Ridge Community Park Stone Lake Drive Community Park Beachcomber Regional Park Moorecroft Regional Park
F	Allsbrook Road Community Park Brooklin Lane Community Park Coombs Station Community Park Errington Community Park French Creek School Community Park Harris Crescent Community Park	Kerr Road Community Park Little Qualicum Falls Community Park Meadowood Community Park Melon Road Community Park Old Alberni Hwy Community Park

Schedule 'B' (page 3 of 3) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"


Chair


Corporate Officer

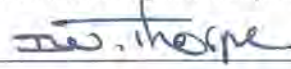
Electoral Area	Park	
G	Blue Water Place Community Park	Maple Lane Community Park
	Boulton Drive Community Park	Neden Way Community Park
	Brookfield Windridge Community Park	Peterson Rascal Community Park
	Centre Crescent Community Park	Quails Landing Way
	Cinnamon Sedge Matuka Community Park	Riley Sanika Community Park
	Columbia Drive East Side Community Park	San Malo Crescent Community Park
	Dalmatian Drive Community Park	Stanhope Community Park
	Dashwood Community Park	Stormwater Community Park
	Hawthorne Rise Community Park	Sumar Lane Community Park
	Kaye Peterson Community Park	Top Bridge Community Park
	Kaye Rivers Edge Community Park	Little Qualicum River Estuary RCA
	Kaye Road Community Park	Dashwood Community Park
	Matuka Drive Community Park	French Creek Community Park
	Miller Road Community Park	River's Edge Community Park
H	Deep Bay Creek Community Park	Wildwood Place Community Park
	Henry Morgan Community Park	Horne Lake Regional Park
	Lions Community Park	

3 Prohibited Areas

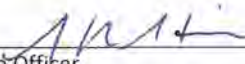
In parks where permitted, a homeless person may not camp:

- (a) within 30 m of:
 - (i) neighbouring residential property; or
 - (ii) park buildings, toilets, shelters, playgrounds, picnic tables, benches, garbage cans, maintained fields or other organized play spaces;
- (b) within 30 m of internal trails, roads, bridges, or in parking lots or demarcated and tended areas of vegetative plantings; or
- (c) in a conservation zone.

Schedule 'C' (page 1 of 3) to accompany "Regional District of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"



Chair



Corporate Officer

SCHEDULE C
CAMPING AND BOATING FEES AND REGULATIONS

1 Fees¹

Horne Lake Regional Park			
• Reservation fee: \$6 per night, maximum \$18			
• Camping Fees			
Regular Sites (per site per night)	Lakefront	Shared	Forested
High Season ²	\$30.00	\$50.00	\$25.00
Low Season ²	\$10.00	\$10.00	\$10.00
Group Sites (per person)	Youth	Regular	
	\$2.50	\$5.00	
• Boat Launch: \$6 per launch; \$50 for 10-launch pass			
Descanso Bay Regional Park			
• Reservation fee: \$6 per night, maximum \$18			
• Camping Fees			
Regular Sites (per site per night)	Large	Small	
High Season ²	\$23.00	\$20.00	
Low Season ²	\$10.00	\$10.00	
Group Site (per person)	Youth		
	\$2.50		
¹ GST applies to all fees. Fees represent the maximum that may apply. Full or partial refunds may be available. ² High season begins April 1 and ends October 31. Low season begins November 1 and ends March 31.			

Schedule 'C' (page 2 of 3) to accompany "Regional District
of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"


Chair


Corporate Officer

2 Applicability

Camping and boating regulations and fees apply to Horne Lake Regional Park and Descanso Bay Regional Park only.

3 Campground Registration

- (a) All campers must register with the park operator and pay to rent a *campsite*, reserve a *campsite* and park an extra *vehicle* overnight. Additional administrative fees may apply to change or cancel reservations.
- (b) Only persons 19 years of age or older may register a *campsite* and whosoever registers a *campsite* assumes responsibility for all campers included in the registration party in addition to payment of all applicable *camping* fees and charges.
- (c) Every child must be accompanied by a parent or guardian.

4 Number of Registered People and Vehicles per Campsite

- (a) At each regular *campsite* there may be no more than:
 - (i) eight (8) people, including no more than four (4) adults, an adult being a person 19 years of age or older; and
 - (ii) one *vehicle* with trailer or towed *vehicle*, or one recreational *vehicle* (RV); if space permits, the park operator may allow a second non-RV *vehicle* at the *campsite* for an additional nightly charge of 50 per cent of the *campsite* fee.
- (b) At each group *campsite* at Horne Lake Regional Park, a minimum 20 people are required per *campsite* rental.

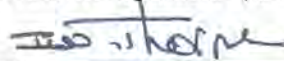
5 Length of Stay

- (a) The maximum length of stay per registrant is fourteen days per season, not necessarily consecutively. Additional stays may be allowed by the park operator if vacancies permit.
- (b) Minimum length stays may apply around weekends and weekends involving a statutory holiday including Easter Monday.

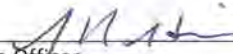
6 Curfew, Litter and Dogs

- (a) Only *registered campers* are permitted in a *campground* during *curfew hours*.
- (b) Except for emergencies or by prior arrangement with the park operator, *registered campers* shall stay in the *park* during *curfew hours*.
- (c) Campers must remove all *litter* from their *campsite* and fire pit before vacating a *campsite*.
- (d) Dogs must be *leashed* at all times while in *campgrounds*, including at *campsites*.

Schedule 'C' (page 3 of 3) to accompany "Regional District
of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"



Chair



Corporate Officer

7 Alcohol, Cannabis, Smoking and Vaping

- (a) Only *registered campers* and their guests may consume alcohol or cannabis within a *campground*, and only at their *campsites*. For clarity, consumption of cannabis does not include smoking or vaping of cannabis.
- (b) Smoking and vaping of any product at *campsites* or anywhere else in a *park* is prohibited at all times.

8 Campground Etiquette

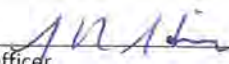
- (a) Between 8 am and 10 pm, noises or sounds generated at one *campsite* must not be so loud as to disturb neighbouring campers. The park operator may restrict the hours during which generators can run.
- (b) Behaviour at one *campsite* must not be such as to disturb campers at neighbouring sites. Especially where children are involved, consideration is expected of all campers towards other campers. The Park Operator may evict campers who persist in disturbing their neighbours.
- (c) During the hours between 10 pm and 8 am, all campers must be quiet.

9 Boat Launch at Horne Lake Regional Park

- (a) All *vessels* requiring a trailer for transport must be launched at the boat launch ramp.
- (b) All persons wishing to use the boat ramp must first register and pay for the service at the *park* office.

Schedule 'D' (page 1 of 1) to accompany "Regional District
of Nanaimo Park Use Regulations Bylaw No. 1801, 2019"


Chair


Corporate Officer

**SCHEDULE D
PENALTIES**

Schedule 17 Bylaw Notice Bylaw No. 1786, 2019 Park Use Regulations Bylaw No. 1801, 2019				
Section	Description	Penalty	Early Payment Penalty	Late Payment Penalty
7; 8(8); 14(1)	Failure to comply with a posted sign	\$200.00	\$175.00	\$225.00
8(1)(2)(3)(4)(5)(6)(12); 13(1)(2); 14(3b); 15(2)(3); 17(3)(6)(9); 18(6)	Disorderly, offensive or dangerous conduct	\$200.00	\$175.00	\$225.00
8(7)	Breach of curfew hours	\$100.00	\$75.00	\$125.00
8(9)(10)(11)	Unauthorized use of alcohol or cannabis	\$100.00	\$75.00	\$125.00
9(1)(2)(3)(4)(5)	Unauthorized vehicle operation	\$200.00	\$175.00	\$225.00
10(1)(2)(3)	Failure to comply with camping regulations	\$200.00	\$175.00	\$225.00
11(1)(2)(3)(4)(5)(6)(7)(8)	Unauthorized vessel operation	\$200.00	\$175.00	\$225.00
12(1)(2)	Unauthorized ORV operation	\$200.00	\$175.00	\$225.00
13(3); 14(4)	Failure to remove excrement	\$100.00	\$75.00	\$125.00
14(2)(3c)	Dog not under control	\$100.00	\$75.00	\$125.00
16(1)	Littering	\$100.00	\$75.00	\$125.00
16(2)(3)(4)	Dumping or fouling	\$350.00	\$325.00	\$375.00
17(1)(7)	Damage to a facility	\$450.00	\$425.00	\$475.00
17(5)(8)(10)(11)(12)	Unauthorized installation	\$100.00	\$75.00	\$125.00
17(4)	Removal of water from a park	\$200.00	\$175.00	\$225.00
18(5)	Smoking or vaping in a park	\$100.00	\$75.00	\$125.00
18(1)(2)(3)(4)(7)	Unauthorized fire, stove or fireworks	\$200.00	\$175.00	\$225.00
19(1)(2)(3)(4)(5)	Disturbing natural park features	\$200.00	\$175.00	\$225.00
14(3a); 15(1); 19(6)(7)	Harm to wildlife/hunting	\$200.00	\$175.00	\$225.00
20(2)(3)	Unauthorized commercial activity	\$200.00	\$175.00	\$225.00
20(1); 21(6)	Breach of special use conditions	\$200.00	\$175.00	\$225.00



Descanso Bay Regional Park Management Plan

Publication Date: November 14, 2003

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REGIONAL
DISTRICT
OF NANAIMO

Descanso Bay Regional Park –Management Plan

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APPENDIX

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II. Capital Plan & Capital Projects

III. Operating Guidelines

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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.

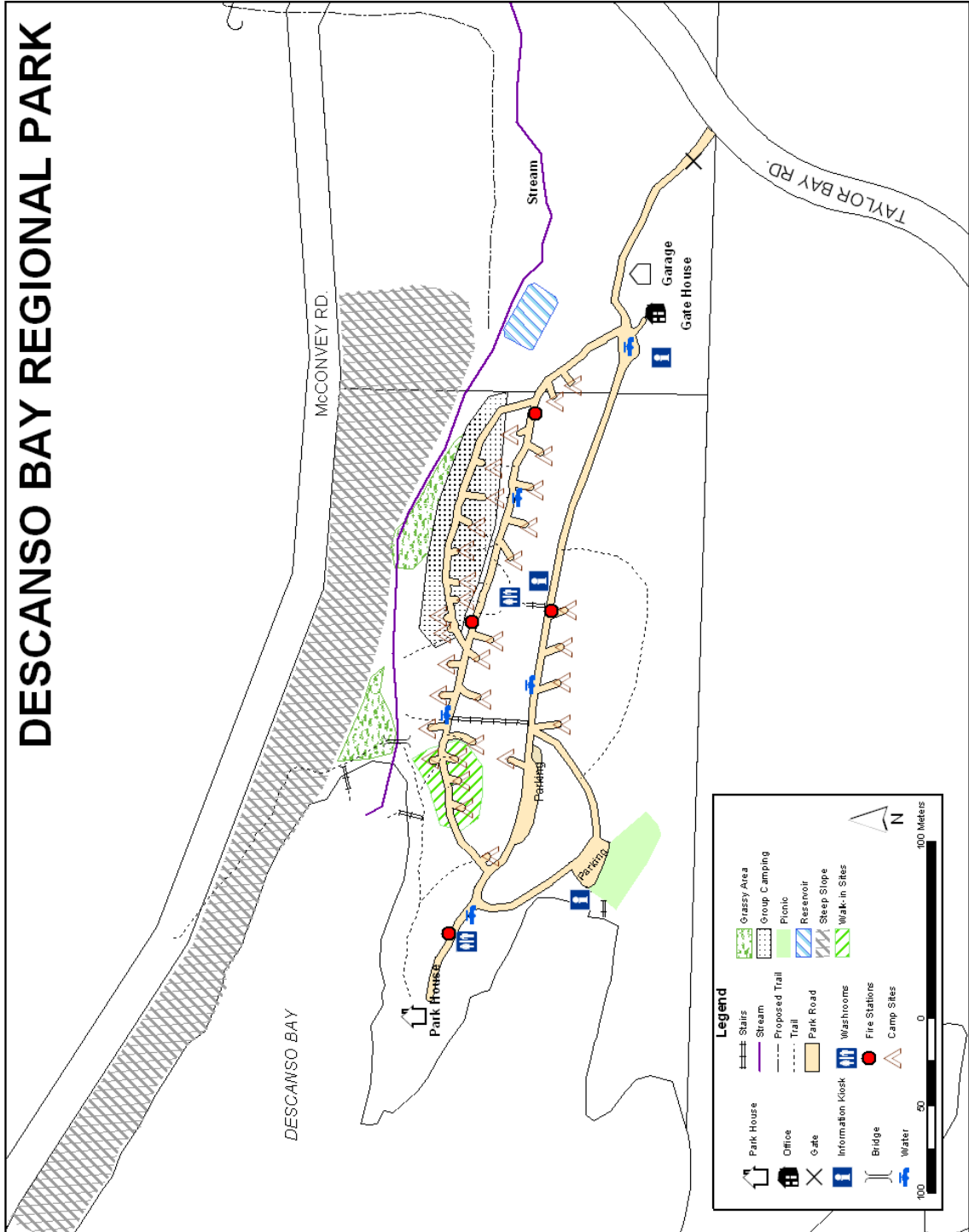
3.4.7 Economic Development

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.

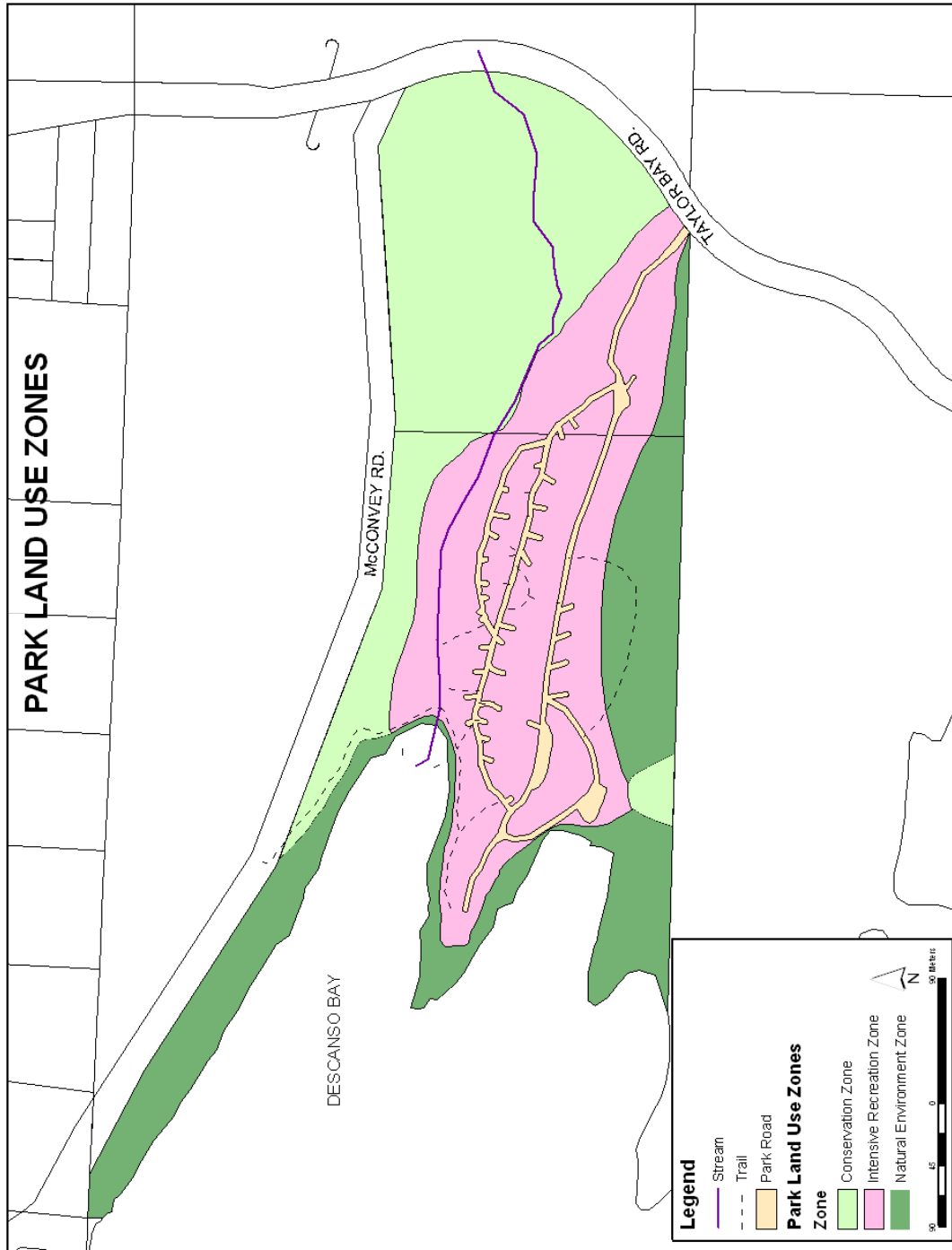
4.10.2 Natural Environment Zone

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.

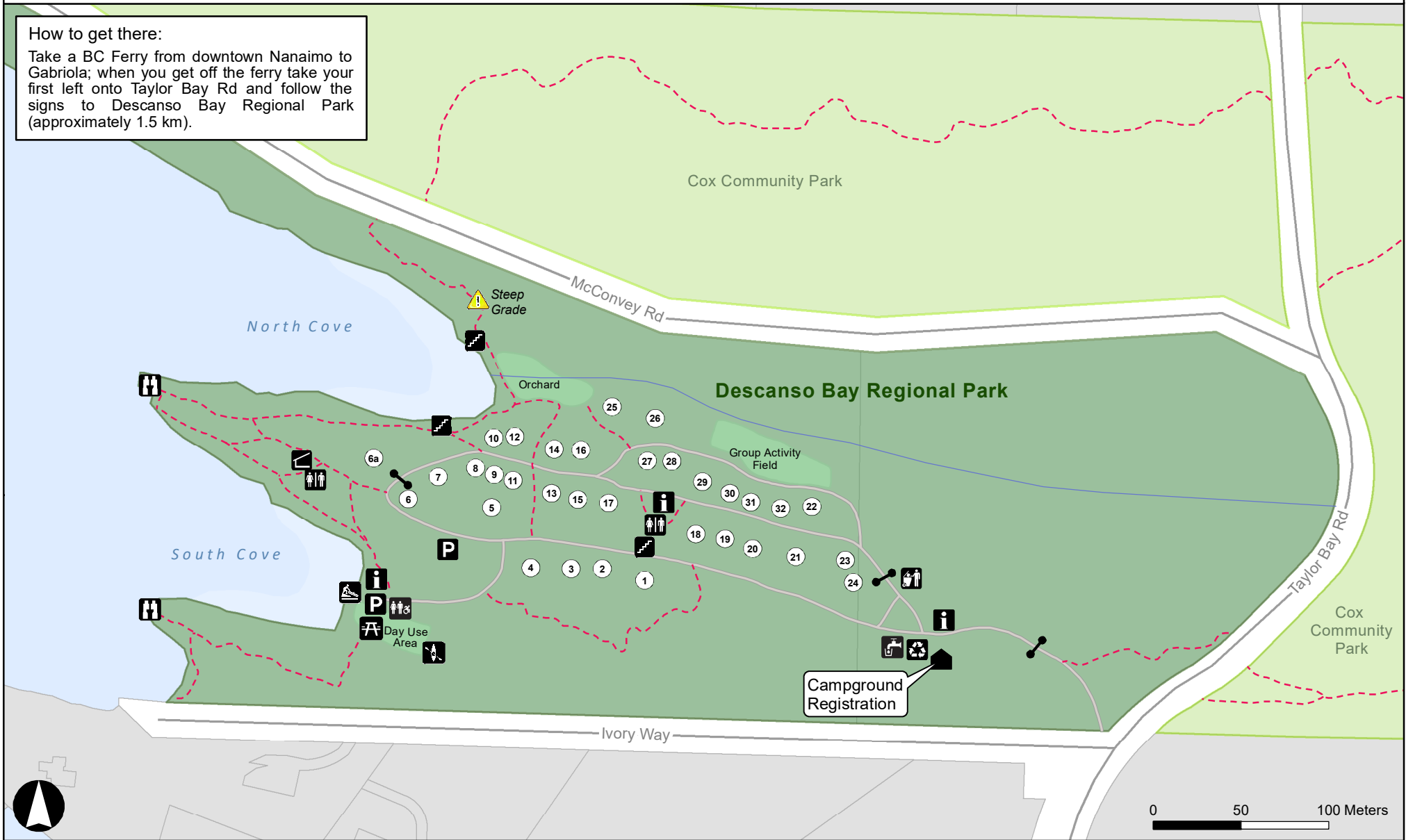
3. General

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

DESCANSO BAY REGIONAL PARK

How to get there:

Take a BC Ferry from downtown Nanaimo to Gabriola; when you get off the ferry take your first left onto Taylor Bay Rd and follow the signs to Descanso Bay Regional Park (approximately 1.5 km).



- | | | | | | |
|---------------------|-------------|-------------|--|-------------|------------------|
| Car Top Boat Launch | Picnic Area | Information | Water Supply | Trail | Regional Park |
| Kayak Rentals | Garbage | Office | Vault Toilet | Gravel Road | Community Park |
| Change House | Recycling | Stairs | Accessible Toilet | Campsite | Private Property |
| Parking | Viewpoint | Gate | Firewood is available near the office. | | |



DECANSO BAY REGIONAL PARK CAMPGROUND OPERATING AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2022.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the “**Regional District**”)

OF THE FIRST PART

AND:

XXXXXXX

(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 (“DBRP”) 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) and subsequent amendments;
- 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. 1801 (2019), copy of which is attached as Appendix A to this Agreement;
- E. The Park Operator has the necessary skills and abilities to manage and operate a regional park and campground; 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:

Definition

1. In this Agreement,
 - (a) **“Associated Park Services”** means small boat rentals, interpretive programs, programmed recreation and retail sales as set out in Appendix I, Section B of the Management Plan.
 - (b) **“Bylaw 1801”** means the Regional District of Nanaimo Park Use Regulations Bylaw No. 1801 (2019) (contained in Appendix A of this Agreement) and any subsequent amendments.
 - (c) **“Capital Works”** means a permanent improvement installed or constructed in the Park or made to the Park Facilities.
 - (d) **“Contract Documents”** means the following documents: this Agreement, any Letters of Clarification, Addendums, Proposal Response, and the Request for Proposal complete with attachments.
 - (e) **“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.
 - (f) **“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;
 - (g) **“High Season”** means that part of the year from April 1 to October 31 of each year despite clause 4.2.3(a)(iv) of the Management Plan;
 - (h) **“Low Season”** means that part of the year not included in the High Season;
 - (i) **“Management Plan”** means the 2004 - 2009 Descanso Bay Regional Park Management Plan (contained in Appendix B of this Agreement) and any subsequent versions;
 - (j) **“Manager of Parks Services”** means the Manager of Parks Services for the Regional District;
 - (k) **“Park”** means Descanso Bay Regional Park;
 - (l) **“Park Facilities”** means the facilities set out in Section 4 of the RFP;

- (m) **“Park Gate House”** means the small office structure near the Park entrance and gate located on Taylor Bay Road;
- (n) **“Park Operating Season”** means the period from January 1 to December 31 of each year;
- (o) **“Park Services”** means access by the public to camp sites, day use areas and a boat launch for car top boats;
- (p) **“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 1801;
- (q) **“Preventative Maintenance”** means upkeep that is performed to a Park asset to continue operating at its optimum efficiency without interruption. Preventative Maintenance work is completed at regular intervals;
- (r) **“Park Trails”** means the trails as illustrated in Appendix C of this Agreement.
- (s) **“RFP”** means the RDN’s Request for Proposals to Operate DBRP (contained in Appendix D of this Agreement);
- (t) **“Proposal”** means the proposal submitted by the Park Operator in response to the RDN’s RFP (contained in Appendix E of this Agreement);
- (u) **“Special Use”** means:
 - a. a public or private, commercial or non-commercial service, activity or event that is intended to attract or requires participants or spectators and includes such as a gathering, wedding, festival, competition, tournament, procession, concert, march, show, party, ceremony, fishing derby or regatta;
 - b. group training, lessons or recreational or other programming;
 - c. recording, photography, filming or videotaping for use in television, motion pictures, on the web or in other commercial or institutional presentations;
 - d. research, survey, data collection or petition activity;
 - e. use of a park for non-park purposes including vehicle access, utility lines, structures, road, signs, fences or walls;
 - f. use of a model airplane;
 - g. operation of a human or animal powered device to transport people or goods; or
 - h. any activity otherwise prohibited under this bylaw;
- (v) **“Structures”** means buildings, mobile units, trailers, sea-cans or other metal containers, storage units, sheds, garages, lean-to’s, toilets, yurts, kiosks and shelters;
- (w) **“Term”** means the term of this Agreement as established under Clause 2 below;

- (x) All references to amounts of money mean lawful currency of Canada;
- (y) All references to day and time means a calendar day and Pacific Time.

Term

2. The term of this Agreement shall be for the period commencing **01 March, 2022** and terminating **January 31, 2027** (the “Term,” unless terminated earlier in accordance with Section 80 or Section 83 of this agreement or extended in accordance with Section 3 below.

Term Extension

3. The RDN may, at its discretion, give written Notice to the Park Operator at any time during the initial Term that the RDN wishes to extend the Term beyond the initial 5-year period. Upon receipt of such Notice, the Park Operator will enter into good faith negotiations with the RDN to extend the Term for a period of time up to an additional 5 years on substantially the same terms and conditions. The RDN does not anticipate exercising this extension option prior to the fourth anniversary of the Commencement Date.

Park Operator Commitments

4. The Park Operator shall render their services to the Regional District with that degree of care, skill and diligence normally provided by the operators of provincial and regional parks and campgrounds elsewhere in British Columbia.
5. 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 1801 and any other bylaws or laws applicable to the Park; and in a manner that is consistent with the Management Plan and the Proposal. In case of a conflict between the terms of this Agreement and the Management Plan, this Agreement shall govern.
6. The Park Operator is responsible for ensuring that all of their employees, licensees, Park Operators 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. The Park Operator has familiarized themselves with the Park and the Park Facilities prior to entering into this Agreement and enter this Agreement knowing and accepting the Park and the Park Facilities as they are at the time of entering into this Agreement.
7. Except as specifically provided elsewhere in this Agreement, during the Term the Park Operator:
 - (a) will supply at their sole cost and expense all administration, management, supervision, labour, equipment including vehicles, material, supplies and other services necessary for the operation, General and Preventative Maintenance of the Park and delivery of Park Services and Associated 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, taxes 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, the RFP, or in the Management Plan 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. If a Campground User Fee Change made during the Term results in a projected increase in the revenue generated from Fees (based on the previous 3 year's attendance averages), the full value of the projected increase will be used to reduce the subsidy payment made by the RDN to the Operator, except where the RDN otherwise notifies the Operator in writing.
 10. The RDN may deduct from any payment owing to the Park Operator sums in respect of, but not limited to, the following:
 - (a) any claim that the RDN has against the Park Operator under this Agreement or otherwise; and
 - (b) any amounts payable by the Park Operator to the RDN in accordance with this Agreement.
 11. Any losses from the operation of the Park during the Term will be for the account of the Park Operator.

Annual Park Meetings

12. The RDN and the Park Operator shall meet formally each year of the Term as follows: Meeting #1 in January, Meeting #2 in March. The subjects of each meeting are addressed below.

At each Meeting #1 the Park Operator and the RDN shall review the previous year's operations and expectations for the upcoming year. The Park Operator shall be prepared to provide input to annual improvement and capital works that can be considered by the RDN for implementation the following year.

At each Meeting #2, the Park Operator and the RDN shall carry-out a pre-season review and walk-around of the site to clarify General and Preventative Maintenance items required prior to the start of the High Season.

Park Improvements and Capital Works

13. If the Park Operator elects at their cost to 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, they must first obtain written consent of the RDN.

14. The RDN shall notify the Park Operator of any Capital Works to be installed or constructed at the election and cost of the RDN.
15. All Capital Works existing or to be installed or constructed at the Park are or become the property of the RDN and shall be maintained to the same standards applicable under Clause 27 and 28.
16. 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.
17. The Park Operator shall install signage provided by the RDN for use at the Park.

Park Environment

18. No pesticides or herbicides may be applied at the Park without the written approval of the RDN.
19. The Park Operator shall ensure that wood on the ground remains in the Park. No wood from the park is to be used for firewood or the production of milled lumber.
20. Following any hazard tree falling completed by the RDN, the Park Operator shall carry out any minor clean-up resulting from the falling. All wood to be returned to ground, except where whole stem lengths can be used for barrier or edging.
21. 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.
22. 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.

Park Facilities

23. The Park Operator shall operate a maximum of 33 regular campsites 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. The Park Operator shall withhold from the reservation system a minimum of 2 campsites to be kept available for campers wanting campsites without reservations.
24. The Park Operator may use day use areas as reservable group areas for non-camping activities.
25. 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 and that Provincial Government Wildfire Management Branch campfire rules are followed in respect of fire size.

26. 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.
27. The Park Operator shall maintain all Park Trails.

Park Maintenance and Repairs

28. The Park Operator shall maintain all Park Structures, kiosks, signage, equipment, grounds and Park Facilities in a neat and tidy condition, and free of hazards.
29. 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.
30. The Park Operator shall ensure that the staff member responsible for maintaining the park drinking water system holds a Small Water System Certificate from the Environmental Operators Certification Program (EOCP).
31. The Regional District will supply all materials necessary for the maintenance of the Park water treatment system.
32. The Park Operator shall collect weekly water samples from all Park water standpipes 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 costs associated with water sampling are to be to the Park Operator.
33. The Park Operator shall ensure each campsite has a picnic table and that the table is kept in the campsite. Ensure some picnic tables available in day-use areas.
34. The RDN will provide and maintain picnic tables and fire rings as required. All picnic tables shall be marked on the underside with inventory numbers. The inventory (number and condition) shall be reviewed at each Meeting #1.
35. 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.
36. Following each Meeting #1, 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.
37. 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

38. The Park Operator shall ensure staff is on-site twenty-four hours a day during all public holiday long-weekends during the high season (April 1 – October 31) and every day during July and August. 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.
39. 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.
40. The Park Operator shall ensure that the Park entrance gate is closed but not locked at night by 11.00 pm.
41. 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.
42. 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 first aid kit is readily available at the Park. The Park Operator shall use the Incidence 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.
43. 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 Incidence Report form identified in Clause 39 to report at each month's end 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.
44. 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.
45. 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

46. 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 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.

47. During fire season, the Park Operator shall pay particular attention to keeping the grass cut along roads and in high-risk areas.
48. 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

49. On a year-round basis, the Park Operator may provide value-added Associated Park Services at the Park such as small boat rentals, interpretive programs, programmed recreation and retail sales at the Park.
50. The Park Operator shall provide or facilitate the provision of Associated Park Services at the Park as agreed upon at each Meeting #2 and approved by the RDN; such approval shall not be unreasonably withheld. Reduced levels of the Associated Park Services may be offered during Low Season.
51. The Park Operator shall charge user fees for camping, reservations, extra vehicle parking at campsites and non-profit youth group camping in accordance with Bylaw 1801, before applying taxes as applicable.
52. The Park Operator shall uphold the RDN's Park and campground rules as reviewed with the Park Operator at each Meeting #1 and posted for public notice on the RDN website.
53. No user fee or other cost or charge may be imposed for day-use parking or passive recreation at the Park.
54. 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.
55. 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.
56. The Park Operator shall retain all fees collected from users of the Park for Park Services and Associated Park Services 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 (such as weddings and the annual Ocean's Day event).

Campground Reservation System

57. The RDN shall supply the Park Operator with the Hercules property management system for Campground front office and online reservation, revenue, and report management and will pay the annual license and account maintenance fee for the system. Training and support for the Park Operator is included in the annual license fee paid by the RDN.
58. The Park Operator shall be responsible for establishing and administering a sub-account for the Hercules property management system for managing all campground reservations. Monthly transaction fees for online reservations, which may be offset by a non-refundable reservation fee, will be paid by the Park Operator.
59. The Park Operator will establish a Hercules authorized merchant processing account for processing guest payments and refunds, and depositing receipts into Park Operator's account. The Park Operator shall use best efforts to maintain in good standing whatever merchant account is implemented for the Campground.
60. The Park Operator shall be authorized to collect 100% of guest fees at the time of booking and may allow reservations up to four months in advance. Guest fees shall not be considered earned revenue until arrival and check-in by the guest, and the Park Operator shall maintain reserves to process refunds on cancellation per the RDN pre-approved cancellation policy.

Park User Relations and Promotion

61. 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.
62. The Park Operator shall establish, maintain and promote a Park information phone number. All inquiries shall be responded to within a minimum of 48 hours.
63. The Park Operator shall support the annual Ocean's Day Event in June of every year. The event, as approved by the RDN through a Special Use Permit, will be coordinated and advertised by the Permit holder. Park Operator shall support the Permit holder in managing on-site activities and traffic on the day of the event and shall receive the fees collected by the RDN for Special Use of the Park.
64. The Park Operator and the RDN shall address measuring Park user satisfaction with maintenance standards, Park Facilities and Park Services at each Meeting #1, and establish annual satisfaction goals.
65. 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 on Gabriola. In addition, the Park Operator shall promote the park services, park facilities and recreation programs within 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.

66. The Park Operator will not issue any press release or speak to the media about this Agreement or the subject matter of this Agreement without the prior written consent of the RDN, which consent may be unreasonably withheld. The Park Operator will refer all media inquiries relating to the Services or the Agreement to the RDN.

Park Administration

67. 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.
68. The RDN will own and have the right to use all information, outputs, data, records, reports and documentation generated by the RDN and the Park Operator in relation to the Services. The Park Operator will acquire no right to store and use such information, records, reports and documentation, except for as required by the Park Operator to fulfill its obligations under this Agreement.
69. The Park Operator shall ensure satisfactory vulnerable sector criminal record checks are obtained for all employees, licensees, Park Operators 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.
70. 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.
71. 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 January 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 Special Use Permits at the Park, 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.

Workers Compensation Board and Safety

72. The Park Operator:

- (a) will at its own expense, procure and carry full Workers Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services, and promptly provide to the RDN evidence of such coverage upon request;
- (b) upon request by the RDN, will provide the RDN with the Park Operator's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming that the Park Operator is registered in good standing with the Workers Compensation Board;
- (c) will ensure compliance with and conform to all health and safety laws, by laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act (British Columbia) and Regulations pursuant thereto, and the RDN's health and safety policies and procedures, and promptly provide to the RDN evidence of such compliance upon request;
- (d) agrees that it is the "prime Park Operator" for the Services as defined in the Worker's Compensation Act;
- (e) agrees that it has in place the appropriate health and safety training for Personnel, and to provide evidence of such training upon request by the RDN;
- (f) will comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations;
- (g) agrees and acknowledges that the RDN has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers Compensation Board coverage against any monies owing by the RDN to the Park Operator;
- (h) will be responsible for ensuring the safety of all persons and property during performance of the Services, and will promptly rectify any condition creating an immediate hazard to property or person; and
- (i) agrees and acknowledges that the RDN may, on 24 hours' prior written Notice to the Park Operator, rectify at the Park Operator's cost any conditions creating an immediate hazard that would be likely to result in injury to any person or property. Nothing in the foregoing will cause the RDN to become responsible for ascertaining or discovering, through

inspections or review of the operations of the Park Operator or otherwise, any deficiency or immediate hazard.

Insurance

73. The Park Operator will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the RDN from insurers licensed to conduct business in Canada:

- (a) Commercial general liability insurance on an occurrence basis, in an amount not less than \$5,000,000 dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Park Operator, its employees, agents, and sub-contractors. The insurance policy will be endorsed to add the RDN as additional insured and will include cross liability and severability of interests such that the coverage will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The policy will cover unnamed insured, sub-contractors and anyone employed directly or indirectly by the Park Operator or the sub-contractors to perform part of the Agreement.

The insurance will include, but not be limited to:

- i. Blanket contractual,
 - ii. Employees as additional insureds,
 - iii. Non-owned automobile,
 - iv. Owners and Park Operators protective liability,
 - v. Contingent employers liability,
 - vi. Personal injury, and
 - vii. Where such further risk exists, advertising liability;
- (b) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Park Operator in an amount not less than \$5,000,000 dollars per occurrence for bodily injury, death and damage to property;
 - (c) The Park Operator will be responsible for maintaining, at their 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.

Evidence of Insurance

74. The Park Operator will provide the RDN with evidence of the required insurance prior to the commencement of this Contract. Such evidence will be in the form of a completed certificate of insurance acceptable to the RDN. The Park Operator will, on request from the RDN, provide certified copies of all of the Park Operator's insurance policies providing coverage relating to the Services. All required insurance will be endorsed to provide the RDN with 30 days' advance written Notice of cancellation or material change. The Park Operator will require and ensure that each Sub-Contractor maintains insurance comparable to that required above. The Park Operator will be responsible for deductible amounts under the insurance policies. All of the Park Operator's

insurance policies will be primary and not require the sharing of any loss by the RDN or any insurer of the RDN.

Notice of Claims

75. If at any time during the performance of the Services the Park Operator becomes aware of a claim or potential claim against any insurance policy that the Park Operator has pursuant to this Agreement, then the Park Operator will immediately advise the RDN in writing of such claim, including particulars. The Park Operator will diligently submit and pursue any relevant claims under the insurance policies.

Indemnities

76. 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 their, employees, agents, Park Operators, 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 their employees, agents, Park Operators or licensees.

Performance

77. Upon execution of this Agreement, the Park Operator shall provide the RDN with a performance deposit in the form of a bank draft, irrevocable letter of credit, cash (debit, cheque or cash) or other similar assurance acceptable to the RDN in the amount of \$5,000.00 that will remain valid for the Term. The performance deposit, with accrued interest if applicable, will be returned upon successful completion of the Term. Electronic payments are not accepted for cash deposits.

Dispute Resolution

78. Any disputes between the RDN and the Park Operator arising out of or relating to this Agreement, including with respect to any claim, or the performance of the Services, or the interpretation of this Agreement, or any failure by the RDN and the Park Operator to agree where agreement is called for (each a "Dispute"), will be settled in accordance with the provisions of this Section. In the event of a Dispute:

- (j) the disputing party will give the other party Notice of the Dispute in a timely manner briefly setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought;

- (k) the Park Operator and the RDN will meet within 3 Business Days after the Notice of Dispute is given and will attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties;
- (l) if the parties cannot resolve the Dispute within 10 Business Days after they first meet, or if the parties fail to meet within 10 Business Days of the first request for a meeting, then either party may refer the Dispute to a mediator that is agreeable to both parties;
- (m) if the parties cannot resolve the Dispute within 10 Business Days of completing a mediation or if the parties cannot agree upon a mediator within a reasonable period of time, then, with consent of the other party, either party may refer the Dispute to a single arbitrator for final determination. The arbitrator will be chosen by mutual agreement between the parties. The cost of arbitration will be apportioned against the parties hereto or against any one of them as the arbitrator may decide; and
- (n) in the event that both parties cannot agree upon an arbitrator or do not consent to arbitration then either party may commence litigation to have the Dispute settled.

79. Unless expressly directed otherwise by the RDN, the Park Operator will continue timely performance of the Services in accordance with this Agreement and comply with any instructions or decisions from RDN during a Dispute with RDN. The parties acknowledge and agree that the Park Operator's compliance with service continuation is not a waiver of any claim that the Park Operator may have in relation to any Dispute.

Termination and Default

80. If the Park Operator should be adjudged bankrupt, or make a general assignment for the benefit of creditors because of the Park Operator's insolvency or if a receiver is appointed because of the Park Operator's insolvency, the RDN may, without prejudice to any other of the RDN's rights or remedies, terminate this Agreement by giving the Park Operator or receiver or trustee in bankruptcy written Notice effective immediately upon receipt by the Park Operator.
81. If the Park Operator should:
- (a) to a material extent fail, refuse or neglect to perform the Services as required by this Agreement;
 - (b) fail to comply with a material requirement of this Agreement including putting the safety of the public or the environment at risk; or
 - (c) commit a breach, or series of breaches, of any term, covenant, representation or undertaking to the RDN, including a breach for which a deduction could be made, which demonstrates either a persistent inability, or a persistent unwillingness, to comply with its obligations under this Agreement, then the RDN may notify the Park Operator in writing that the Park Operator is in default of the Park Operator's contractual obligations and instruct the Park Operator to correct the default in the five (5) days immediately following the receipt of such Notice.

82. If the correction of the default cannot be completed in the five days specified, the Park Operator will be in compliance with the RDN's instructions if the Park Operator:
- (a) immediately takes all reasonable steps to begin to correct the default; and
 - (b) provides the RDN Representative with a schedule reasonably acceptable to the RDN Representative for such correction; and
 - (c) completes the correction strictly in accordance with such schedule.

Remedies

83. If the Park Operator fails to correct the default in the time specified or subsequently agreed upon, the RDN may, without prejudice to any other right or remedy:
- 1) correct such default and deduct:
 - a) from any payment then or thereafter due to the Park Operator; and/or
 - b) draw on the Contract Security;

the RDN's reasonable costs of such correction (including the RDN's reasonable staff and administration costs) as certified by the RDN Representative;
 - 2) delete any portion of the Services from this Agreement for the balance of the Term, in which event the Park Operator will remain responsible for the performance of the remaining Services; and/or
 - 3) terminate the whole or any part of this Agreement.

Force Majeure

84. Neither party will be considered to be in breach of its obligations hereunder to the extent that performance is prevented or delayed by an event beyond a party's reasonable control (a "Force Majeure Event"). The parties agree that:
- (o) an event will not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those in this Agreement would have put into place contingency plans to either materially mitigate or negate the effects of such event; and
 - (p) a Force Majeure Event may include acts of God, industry-wide strikes, industrial action, war or civil disturbance, terrorism, storm, flood, earthquake, lightning, fire, terrorism, epidemics or pandemics, but does not include:
 - i. shortages or delays relating solely to the Park Operator's or Sub-Contractor's supplies or services;

- ii. delays in the Park Operator obtaining the necessary approvals, licences or permits from a governmental authority;
 - iii. inability to perform because of the financial condition of the Park Operator; or
 - iv. strikes of the Park Operator’s Personnel unrelated to an industry-wide strike.
85. If a party seeks to excuse itself from its obligations due to a Force Majeure Event, the party will, with specific reference to this provision, promptly provide Notice to the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof. Each party will take such action as may reasonably be available to it to endeavour to overcome the Force Majeure Event as soon as possible. If a Force Majeure Event continues for longer than 180 days, either party may terminate the Agreement, in which case each party will be responsible for its own costs. For certainty, if the RDN terminates the Agreement for a Force Majeure Event, then the RDN’s sole obligation to compensate the Park Operator will be for Services properly performed prior to the effective date of termination.

Assignment

86. The Park Operator will not assign, in whole or in part, this Agreement without the express written consent of the RDN, not to be unreasonably withheld. The RDN may, upon written Notice to the Park Operator, assign this Agreement in whole or in part.

Collection or Use of Confidential Information

87. Except with the prior written consent of the RDN, the Park Operator will not collect or use, and will ensure that its professional advisors and Sub-Contractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Agreement or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Park Operator will not collect or use, and will ensure that its professional advisors and Sub-Contractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Park Operator or any Sub-Contractor or any entity affiliated with the Park Operator or any Sub-Contractor.

Privacy

88. The Park Operator acknowledges that the RDN is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165, as amended (“FOIPPA”), and accordingly, any documents, information and data submitted to RDN by the Park Operator under this Agreement, as well as any resultant studies, documents, information and data received by the RDN may be disclosed under FOIPPA. The Park Operator will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.
89. 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.

Notice

90. Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a “Notice”) to a party must be given in writing. A Notice may be given by delivery to an individual or electronically by electronic mail, and will be validly given if delivered on a Business Day at the following address, or, if transmitted on a Business Day by email addressed to the following party:

To RDN: Recreation and Parks Department
830 West Island Highway
Parksville, BC V9P 2X4
Attention:
Email:

To the Park Operator:

Attention:
Email:

or to any other address, e-mail address or individual that the party designates in writing in accordance with this Section. Any Notice:

- (a) if validly delivered, will be deemed to have been given when delivered;
- (b) if validly transmitted electronically before 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on that Business Day, and
- (c) if validly transmitted electronically after 3:00 p.m. (local time at the place of receipt) on a Business Day or at any time on a day that is not a Business Day, will be deemed to have been given on the Business Day after the date of transmission.

Time

91. Time is of the essence in this Agreement.

Interpretation

- 92. 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.
- 93. 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.
- 94. This Agreement will be governed by and construed in accordance with the laws of the British Columbia and the laws of Canada applicable in therein. For the purposes of any legal actions or proceedings permitted under this Agreement and brought by any party against the other party, the

parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

95. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
96. 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

97. 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

98. 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.

Severability

99. In the event that any of the provisions or portions of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the parties hereto will use their reasonable efforts to negotiate an adjustment in such provisions of this Agreement with a view toward affecting the purpose of this Agreement and the validity and enforceability of the remaining portions and/or provisions will not be affected thereby.

Entire Agreement

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

Further Assurances

101. 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

102. 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 _____, 2022, by its authorized signatories:)
)
)
)
)
)
)

Douglas Holmes)
Chief Administrative Officer)

Jacquie Hill)
Corporate Officer)

Executed by **XXXX** this _____ day)
)
of _____, 2022, for the operator:

_____)
_____)
_____)
_____)

APPENDIX A

Park Use Regulation Bylaw No. 1801, 2019

APPENDIX B

Descanso Bay Regional Park Management Plan (2004 - 2009)

APPENDIX C

Descanso Bay Regional Park Map

APPENDIX D

Descanso Bay Regional Park Operator Request for Proposals and Addendums

APPENDIX E

Park Operator Proposal

March 2022