

**CORPORATION OF THE CITY OF QUINTE WEST
BY-LAW 13-54**

BEING A BY-LAW ESTABLISHING THE USE, REGULATION, AND PROTECTION OF ALL PARKS, URBAN SPACES AND RECREATION AREAS IN THE CORPORATION OF THE CITY OF QUINTE WEST.

WHEREAS Subsection 3 of Section 11 of the *Municipal Act*, 2001, as amended, provides that the Council of the Municipality may pass by-laws to:

- (a) regulate the use of vehicles and conveyances on sidewalks, pathways and foot path, parks and public recreation areas;
- (b) regulate the use of harbour facilities, docks, wharves and marinas;
- (c) regulate the use of bicycle paths; and
- (d) maintain and operate recreational areas, playgrounds, athletic fields, gardens, urban spaces or other places of recreation.

WHEREAS the Council of the Corporation of the City of Quinte West desires to enact a by-law to establish rules, regulations of, use of, and to govern the conduct of all persons who in any way use Public Parks, Approved Parks, Urban Spaces, Trails, Golf Courses, Marinas and Community Recreation Areas of the Corporation of the City of Quinte West;

WHEREAS all public properties are for the use, benefit and pleasure of the Public, and it is necessary to prevent any person from improperly interfering with such use, benefit and pleasure.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL FOR THE CORPORATION OF THE CITY OF QUINTE WEST AS FOLLOWS:

1. This by-law shall be entitled, the “**Parks, Urban Spaces and Recreation Areas Regulation By-law**”.
2. The Council of the Corporation of the City of Quinte West pursuant to Section 11, Subsection 3 of the *Municipal Act*, 2001, as amended, hereby exercises powers that are conferred by the Act.
3. **DEFINITIONS**

“**Concession**” shall mean the operation of any business including, without limiting the generality of the foregoing, the selling of refreshments, or tobacco or any other merchandise; or the operation of any games, shows or amusements; or the taking or selling of photographs, or soliciting or accepting money or orders for the sale of photographs; or other goods, services or merchandise; or the operation of any business whatsoever.

“**Corporation**” shall mean the Corporation of the City of Quinte West.

“**Deposit**” shall mean that fee charged to the licensee to be held in trust by the Corporation for the term of the licence.

“**Designated**” shall mean designated in writing or so posted or identified by the Corporation.

“**Facility**” shall mean that part or portion of the park area licenced for exclusive use.

“**Fee**” shall mean that fee as may be established or set by the Corporation which is charged for the exclusive use of any park or any portion of any park and may include membership fees or green fees or general fees for the

entrance to any park or for participation in any community program of recreation as determined by the Corporation.

“Guest” shall mean all persons using the Facility under the authority or with the permission or acquiescence of the Licencee.

“Licence” shall mean such licence as issued by the Corporation and shall include, in the case of the golf course, a membership card or green fee card.

“Licencee” shall mean the person or persons signing an application, contract, or licence under this by-law, and shall include players on a golf course and participants in a community program of recreation.

“Motor Vehicle” includes an automobile, motorcycle, snowmobile, all-terrain vehicle and any other vehicle propelled or driven otherwise than by muscular power.

“Official sign” shall mean any sign posted under the authority or direction of the Corporation that indicates a requirement for the conduct of persons using any Park, Urban Space or Recreation Area.

“Park” means and includes all public parks, approved parks, trails, including, without limiting the foregoing, pedestrian walkways, pathways, recreational trails, waterfront lands, buildings, structures, gardens, golf courses, marinas, and skatepark of the Corporation.

“Park or Parking”, when prohibited, means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of, and while actually engaged in loading or unloading, goods, equipment, merchandise or passengers.

“Per use” means that period of time during any one day as agreed upon by the Corporation and licensee and is the same as a basic fee.

“Police Officer” shall mean any member of any Police Services organization providing services to the City or a person appointed by By-Law of the City as a "Municipal Law Enforcement Officer" for the purposes of enforcing this By-Law.

“Prescribed Form” means those forms, applications, contracts, terms and conditions, or the manner in which any of them as set out from time to time by the Corporation shall be submitted and includes the contents of the same.

“Public Works and Environmental Services Committee” mean those persons appointed to a Committee to act on behalf of the Council in matters relating to Parks, Urban Spaces and Recreation Area management and operation.

“Recreation Area” means an area or Parks building under the control of the Corporation, maintained and supervised by employees of the Corporation or an approved contractor, and shall include an area of park, play area, golf courses, marinas, canteen, skatepark, tennis court, school ground, or portion of school buildings and including all such areas or buildings which, from time to time, may be designated by, used by and/or supervised by the Public Works and Environmental Services Department of the Corporation.

“Roadway” shall mean that part of any park or recreation area that is improved, designed or ordinarily used for vehicular traffic and not designated by the Corporation as closed or restricted to another purpose.

“Supervisor” shall mean an employee of the Corporation or the person charged with the supervision of recreation, care of the recreation facilities and the conduct of participants and spectators thereto.

“Trailer” includes, but is not limited to, a tent, a car, a motorhome, a recreation vehicle or any type of vehicle that is capable of being used for sleeping or eating accommodation or storage whether empty or not.

“Urban Spaces” shall mean public spaces that are vibrant, people-filled gathering spaces reflecting the City’s history, urban character and cultural values. They enhance downtown’s livability and urban quality of life. They provide open space within urban environments and are closed off to vehicular traffic with the exception of some designated areas.

“Use of a Motor Vehicle” shall mean and include the operation of a Motor Vehicle, the driving of a Motor Vehicle, the parking of a Motor Vehicle, the standing of a Motor Vehicle, and the leaving of a Motor Vehicle unattended.

“Vacate” shall mean the removal of all personal property, tents, trailers or other vehicles, all refuse, garbage and debris and any other thing used, except property of the Corporation, from the facility.

“Weapon” shall mean:

- (a) anything used or intended for use in causing death or injury to persons whether designed for that purpose or not, or
- (b) Anything used or intended for use for the purpose of threatening or intimidating any persons, and without restricting the generality of the foregoing, includes any firearm as may be defined from time to time by the Criminal Code of Canada.

4. **INTERPRETATION**

Where the singular is used the plural also applies.

“May” shall be construed as permissive.

“Shall” shall be construed as imperative.

5. **VEHICLES AND PEDESTRIANS**

- a) No person shall drive, ride or operate any Motor Vehicle in any Park, Urban Space or Recreation Area other than upon a Roadway.
- b) No person shall drive, ride or operate any bicycle in any Park, Urban Space or Recreation Area other than upon a designated bicycle path or Roadway.
- c) No person shall drive, ride or operate any vehicle upon any Roadway in any direction other than that indicated by signs placed there by the Corporation.
- d) No person shall park a Motor Vehicle in a Park, Urban Space or Recreation Area except in such places as shall be set apart and designated for that purpose by the Corporation.
- e) No person shall erect or assemble any tent or park a trailer of any kind in any Park, Urban Space or Recreation Area unless duly authorized by the Corporation.
- f) The provisions of this section shall not apply to persons driving or operating vehicles and equipment on behalf of the Corporation, an ambulance service, or the Police and Fire Departments of the Corporation in the execution of their duties.

6. **REFUSE/RECYCLING**

- a) All articles, equipment or utensils used or taken into any Park, Urban Space or Recreation Area by any person shall not be left within the Park, Urban Space or Recreation Area. The deposit of any of the said articles in any refuse receptacle or in any other place within the Park, Urban Space or Recreation Area is strictly prohibited.
- b) No person shall deposit any item or materials not referred to in (a) above anywhere within a Park, Urban Space or Recreation Area except in waste receptacles provided for that purpose and marked as such by the Corporation.
- c) No person shall break glass containers or deposit or strew any refuse or waste paper, wrapper, container or garbage anywhere within a Park, Urban Space or Recreation Area except in the receptacles provided for that purpose.

7. **GENERAL PROTECTION OF PARKS, URBAN SPACES and RECREATION AREAS**

No person shall, in any Park, Urban Space or Recreation Area:

- a) Climb, break, injure, deface, move or remove any building, structure or equipment or any growing plant of any kind, or mark or write upon any building, equipment, or structure.
- b) Disturb, molest, move, attempt to kill any bird or animal, or remove or injure any bird's nest or eggs except with the written permission of the City.
- c) Enter any place where a sign prohibiting admittance or trespassing is displayed, or where admission is otherwise restricted or prohibited.
- d) Indulge in any riotous, boisterous, threatening or indecent conduct, or use abusive, threatening or profane language, or accost or annoy or in any way interfere with any other person.
- e) Create a nuisance by loitering, spying, frightening, annoying or generally making himself or herself objectionable to other persons; the Parks, Urban Spaces and Recreation Areas being considered a public place for the purposes of any law or statute to this effect.
- f) Add or drop or leave at any place in any Park, Urban Space or Recreation Area in any part, except in receptacles for that purpose, any refuse, paper, bottle, can or rubbish of any nature or kind.
- g) When signs are erected as approved by the Corporation, prohibiting the use of any Park, Urban Space or Recreation Area or any part or parts thereof, frequent any Park, Urban Space or Recreation Area or any such part or parts thereof between 11:00 p.m. and 5:00 a.m. the following day, except as a participant or spectator of any function approved by the Corporation, or except as otherwise permitted, and upon the completion of such activity shall promptly leave the Park, Urban Space or Recreation Area property.
- h) Fish in areas posted or designated for No Fishing.
- i) Carry a weapon of any kind, including but without limiting the generality thereof, a firearm, bow and arrow, knife, slingshot, fireworks, without the written permission and subject to By-Laws of the Corporation.

- j) No person shall enter any Park, Urban Space or Recreation Area during the hours or the days when prohibited by posted signs except under the authority of the Corporation.
- k) No person shall engage or attempt to engage in gaming in a Park, Urban Space or Recreation Area, except as specifically authorized by the Corporation.
- l) No person shall remain in any Park, Urban Space or Recreation Area after having been asked to leave by a Police Officer, or a Supervisor or any other person appointed by the Corporation for the care and control of the Park, Urban Space or Recreation Area.
- m) No person shall build, make or maintain a fire in any Park, Urban Space or Recreation Area except where provision has been made by the Corporation.
- n) No person shall post or distribute signs of any kind, flyers, circulars, printed or otherwise, on fences, trees, lamp standards, poles, buildings, structures, electrical transmission units, vehicles, benches, picnic tables, flower planters, or equipment of any kind located within Corporation's facilities or in any Park, Urban Space or Recreation Area.
- o) No person shall disobey any posted official sign.
- p) No person shall remove or take any equipment or anything, whether in useable condition or not, from any Park, Urban Space or Recreation Area or portion thereof.

8. ANIMALS

- a) Except as hereinafter provided or pursuant to and in accordance with the written authority of the Corporation, no person shall bring any animal or cause any animal to be brought into any Park, Urban Space or Recreation Area.
- b) Dogs or domestic cats in the care and under the control of a capable person, may be brought into a Park, Urban Space or Recreation Area.
- c) Dogs or cats are prohibited where signs to that effect are displayed.
- d) Every person having custody of an animal in any Park, Urban Space or Recreation Area shall dispose of all excrement of said animal by collecting same in a secure container and removing the waste from the Park, Urban Space or Recreation Area in that container for the later disposition.

9. GAMES

- a) No person shall engage in playing/practicing golf or archery in any Park, Urban Space or Recreation Area or part thereof without obtaining permission from the Corporation;
- b) Team games shall be played only in areas of the Parks, Urban Spaces or Recreation Areas specifically designated by the Corporation, and prior permission shall be obtained for such games from the Corporation;
- c) No person shall interfere with the conduct of any authorized team game being played in any Park, Urban Space or Recreation Area, nor attempt to otherwise use the area so permitted;
- d) No person shall play or practice any game within a Park, Urban Space or Recreation Area where prohibited.

10. **PICNICS AND CAMPING**

- a) Groups wishing to reserve an area for a picnic shall obtain a permit from the Corporation, which permit shall include the location Designated for the picnic;
- b) No other unauthorized person or persons shall interfere with the use of the area, so Designated, by the authorized group;
- c) No person shall camp or lodge in any Park, Urban Space or Recreation Area nor construct or erect any tents or shelters, except in such specific areas, if any, as are Designated.

11. **SWIMMING**

- a) No person shall swim, bathe or wade in any fountain, pond, river, bay, lake or stream in any Park, Urban Space or Recreation Area except in areas specifically designated for such purpose by the Corporation;
- b) No person shall throw any article in any pool, fountain, pond, river, bay, lake or stream in any Park, Urban Space or Recreation Area that may endanger any person or pollute the waters;
- c) There shall be no fishing in Designated swimming/bathing areas.

12. **GAMBLING AND INTOXICATING BEVERAGES**

- a) Unless otherwise permitted, no person shall, within any Park, Urban Space or Recreation Area, play or bet at or against any game of any nature or kind, whether for money or money's worth, except games which are for charitable purposes permitted by the Criminal Code of Canada and then only with the written permission of the Corporation;
- b) All Parks, Urban Spaces and Recreation Areas are hereby designated as places where the possession of liquor is prohibited except where specifically authorized by a Special Occasion Permit which has been issued by the Liquor Control Board and consented to by the Corporation. For the purposes of this Section, "Liquor" means liquor, as defined in the *Liquor Licence Act*, as amended from time to time.
- c) No person in an intoxicated condition shall enter or use any Park, Urban Space or Recreation Area.

13. **EXCLUSIVE USE**

- a) No person or persons shall make exclusive use of; any Park, Urban Space or Recreation Area, or any portion of any Park or Recreation Area, without first having obtained written permission or a Licence to do so from the Corporation.
- b) Any person desiring a Licence for the exclusive use of any Park, Urban Space or Recreation Area or portion of any Park, Urban Space or Recreation Area, shall apply therefore in the prescribed form to the Corporation which may, in it's sole discretion, refuse to grant a Licence, and;
- c) every Licence issued pursuant to the provisions of this by-law shall be for a period of use as stated on the Licence, except where the Licence is granted for a series of uses and each period of use shall then be considered as a separate use, and;
- d) any Park, Urban Space or Recreation Area or any portion of any Park, Urban Space or Recreation Area, for which a Licence for exclusive use has been issued, shall be closed to use by any person who is not a guest of the Licencee.
- e) No Licence is valid unless signed by the Licencee and the Corporation.

- f) No Licence is transferable.
- g) A Licence may be terminated by the Licencee upon advance notice (the length of which notice shall be as contained in the terms and conditions).
- h) All Guests shall comply to the terms and conditions of the Licence and the rules of conduct as established by the Corporation or the Supervisor, who may in the event of breach of any rule of conduct require the offending person and the offending person shall forthwith leave the Park, Urban Space or Recreation Area.
- i) The conduct of all Guests is the responsibility of the Licencee for the purposes of this section.
- j) A Licence may be terminated by the Corporation forthwith for:
 - (i) Failure to pay any Fee required or;
 - (ii) For misuse of the Facility or;
 - (iii) For damage to the Facility by the Licencee or any Guest.
- k) A Licence may be terminated by the Corporation upon reasonable ce(the length of which notice shall be determined by the Corporation in its sole discretion) for its own use.
- l) A Licence may be terminated forthwith by a Supervisor for breach of any rule of conduct or term and condition as may be established from time to time by the Corporation, for foul language or fighting or verbal confrontations on behalf of the Licencee(s) or their Guest(s) loud enough to disturb others.
- m) A Licence terminates, in any event, upon its expiration. With respect to use of the golf course; a Licence to use the course shall be deemed to expire upon the closing of the golf course after business each day, or in the event that the course is closed by the Corporation for any reason.
- n) Parks, Urban Spaces or Recreation Areas. Any refund of any Deposits shall be subject to reduction or forfeiture in the discretion of the Corporation, should the Licencee, not leave the Facility clean and secure from fire and unauthorized entry, or fail to return any keys issued, or fail to vacate the Facility, or should any damage have occurred during the term of the Licence whether or not caused by the Licencee or any Guest, or any third party, or fail to turn off ball diamonds lights and secure light control panels.
- o) The Corporation assumes no liability for any personal injury or any property damage.
- p) The Corporation does not undertake to provide any equipment or personnel for the operation of such equipment except where explicitly stated.
- q) Each Licence issued shall be for the use of the Facility described only, or identified in the Licence.
- r) On termination of a Licence the Licencee shall vacate the Facility forthwith.
- s) All personal property and vehicles left at the Facility after termination of a Licence shall be removed. Without limiting the foregoing any such property or vehicles which are not removed shall be deemed abandoned or, at the option of the Corporation, deemed to have been left for storage with the Corporation and the Corporation shall be entitled to all liens, rights and remedies of a storer under the *Repair and Storage Liens Act*, as amended.
- t) The Licencee shall be liable for all repairs for damage caused by the licencee or guest in addition to the forfeiture of any deposit.

- u) Any permitted use must comply with Municipal Zoning By-laws.

14. CONCESSIONS/SALE OF MERCHANDISE

- a) No person shall operate a Concession in any Park, Urban Space or Recreation Area without first having obtained a Licence from the Corporation.
- b) Any person desiring a Licence for the operation of a Concession shall apply therefore in writing to the Corporation which:
 - i) May grant a Licence upon such terms, and subject to such conditions as the Corporation deems appropriate, or
 - ii) May in the sole discretion of the Corporation refuse to grant a Licence, and
 - iii) Every Licence issued pursuant to the provision of this by-law shall be for the period as stated on the Licence.
- c) No person shall sell or offer for sale, or expose any merchandise of any nature or kind for immediate or future delivery, or shall any person offer in return for payment any art, skill or service to be exercised or performed immediately or in the future nor solicit any trade, occupation or business of any kind in any Park, Urban Space or Recreation Area without the written permission of the Corporation.

15. LICENCES

- a) No person to whom a Licence has been issued pursuant to this by-law shall fail to produce the Licence when demanded by a Police Officer, or a Supervisor, or any other person appointed by the Corporation for the care and control of the Park, Urban Space or Recreation Area.

16. GOLF COURSE

- a) No Motor Vehicle nor any other vehicle or equipment shall be permitted on a golf course except for Motor Vehicles or vehicles or equipment being operated by or on behalf of the Corporation.
- b) No person other than those having in their possession a Licence for a given day shall be permitted on the golf course.
- c) Each player must possess a set of clubs for his or her own use.
- d) No person shall bring in or keep any animal in the golf course.
- e) Players must conform with the rules of conduct and dress as laid down by the Corporation, or the Supervisor, who may, in the event of breach of any rule of conduct or dress, require the offending person to leave and the offending person shall leave the course forthwith.

17. PENALTIES

- a) Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction, is liable to a fine, exclusive of costs, pursuant to the *Provincial Offences Act*, Chapter P.33, as amended.
- b) The driver of a vehicle not being the owner is liable to any penalty provided under this by-law and the owner of the vehicle is also liable to such a penalty unless, at the time the offence was committed, the vehicle was in the possession of a person other than the owner or his chauffeur without the owner's consent.

c) Each day of contravention shall be a separate offence.

18. HEADINGS

Section headings in this By-law are not to be considered part of this By-law and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the sections of this By-law to which they relate.

19. SEVERABILITY

(a) In the event any court of competent jurisdiction should adjudge that any section or sections of this by-law is/are not valid for any cause, such section or sections shall be deemed severable from the remainder of the by-law and the remainder of the by-law shall stand and be enforced to the same extent as if the offending section or sections had not been included therein.

20. REPEALS

That By-law 12-135 is repealed in its entirety.

21. EFFECT AND FORCE

This by-law shall take effect and come into force upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 15th DAY OF APRIL, 2013.**



John R Williams, Mayor

DonnaLee Craig, City Clerk