

BYLAW NO. 2020 -10

LEASES BYLAW

SANDY BEACH LAKE REGIONAL PARK

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PART I: INTRODUCTION

1. Authority

- (a) Pursuant to section 13 of The Regional Parks Act, 2013, the Sandy Beach Lake Regional Park Authority, hereby enacts this Leases Bylaw.

2. Title

- (a) This Bylaw shall be known as the "Leases Bylaw" of the Sandy Beach Lake Regional Park.

3. Scope

- (a) This Leases Bylaw shall apply to the whole of the Sandy Beach Lake Regional Park.

4. Purpose

- (a) The purpose of the Leases Bylaw shall be:
 - (i) To provide for the health, protection, safety and general welfare of persons within the Sandy Beach Lake Regional Park; and
 - (ii) To provide for the leasing of lots within the Sandy Beach Lake Regional Park.

PART II: DEFINITIONS

In this Bylaw, the following words and terms shall have the indicated meaning, unless otherwise indicated elsewhere in the Bylaw:

BYLAW means the Sandy Beach Lake Regional Park Bylaws.

CAMPING UNIT means a vehicle or structure that is or may be used as a temporary living quarter or shelter and includes:

- (i) a motor home;
- (ii) a cabin trailer;
- (iii) a tent trailer;
- (iv) a truck camper;
- (v) a tent;
- (vi) a van;
- (vii) a car;
- (viii) a truck.

LEASE means a contract whereby the Park Authority rents a residential lot for a specified period to a lessee.

LEASED LOT means a lot within the Park leased or rented to persons pursuant to the terms of their lease or rental agreement and the Bylaws of the Park and shall include but not be limited to trailer park lots and residential lots and does not include campsites.

LESSEE means persons to whom the Park Authority grants the lease or rent of a leased lot.

OCCUPY means to reside in, to hold or dwell in, or on, or to use an area for any period.

PARK means the area that is designated as Sandy Beach Lake Regional Parks Authority

PARK AUTHORITY means the people who are, from time to time, appointed for the purpose of carrying out the management and administration of the Sandy Beach Lake Regional Park.

PARK OFFICER means any member of the Park Authority, as well as any person employed by the Park Authority for the Administration and Management of the Park, and the enforcement of this Bylaw within that area.

PARKING means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading or in obedience to traffic regulations, signs or signals.

PERSON or PERSONS means any individual, business, partnership, firm, corporation, or occupant of the Park.

ROADWAY means a highway in a park and includes a common parking lot, road, street, avenue, parkway, driveway, bridge, viaduct, or trestle within the park intended for or used by the general public for the passage of vehicles.

PART III: BYLAWS

A. GENERAL

1. The Park Authority may require any lessee to pay such annual charges or rates as may be necessary to pay for services, local improvements and capital development costs or a subdivision in the Park. The lease fees shall be divided into base land rent and annual maintenance fees.
2. The Park Authority may require lessees to pay a transfer fee upon transfer of a lease, at such rate as determined by the Park Authority.
3. When the annual lot rentals provided by the lease are subject to revision at yearly intervals, or as otherwise determined by the Park Authority, the Park Authority may incorporate the charges or rates provided in Section 1 into annual lot rentals payable under the lease.
4. In the event of non-compliance with specific lease conditions or in the event of voluntary surrender of the lease, the Park Authority may retain, out of such capital charges as may have been paid in accordance with Section 1 outstanding lease rental or service charges or such amount as the Park Authority may determine.
5. (a) A Park Officer, or designate of the Park Authority may enter upon the leased lot, which is the subject of the lease, and inspect the exterior of any building structure or work, or any part thereof, of any kind in the Park, and may require or order the proper maintenance or repair of any such building, structure or work to be made by the lessee or permittee.

(b) Should circumstances warrant further inspection, the Park Officer shall contact the appropriate government Department concerned or qualified private inspector to carry out that inspection.
6. Lessees and all persons occupying leased lots shall:
 - (a) Maintain the leased lot in good and tenable repair;

 - (b) comply with all terms and conditions specified in the lease; and

 - (c) comply with all other relevant Bylaws of the Park Authority, including but not limited to, the Waste and Litter Bylaw and the Sewer and Septic Bylaw.
7. (a) A Park Officer may enter upon the leased lot, which is the subject of the lease, and inspect the property to ensure that all of the Bylaws of the Sandy Beach Lake Regional Park and all terms of the lease have been adhered to

(b) If, upon inspection by a Park Officer in subsection (a), non-compliance is found, the Park Officer may enforce compliance as outlined in this Bylaw and all other Bylaws of the Sandy Beach Lake Regional Park.

8. The Migratory Birds Convention Act, 1994, The Wildlife Act, 1998, The Fisheries Act (Saskatchewan), 1994, The Prairie and Forest Fires Act, 1982 and all other Acts governing renewable and natural resources in Saskatchewan, and all regulations thereunder, shall apply to and have full force and effect in the Park unless otherwise provided.

9. A Camping Unit is not permitted on a leased lot unless:

(a) only one Camping Unit is allowed on the lot;

(b) the Camping Unit must be wholly within the leased lot; and

(c) a tent can be placed wholly within a leased lot without requiring the lessee to pay a fee.

10. Unless otherwise stated, any Act and regulations referred to in this Bylaw shall include any amendments to the legislation and regulations and any legislation and regulations proclaimed successive to that specifically referred to herein.

11. The lease may be cancelled upon 60 days written notice should the lease be in arrears with the RM of Britannia or Sandy Beach Regional Park Authority.

12. See formal lease document attached.

B PENALTY CLAUSES

General Penalty Clause:

13. (a) Any person who contravenes any provision of these Bylaws is guilty of an offence punishable on summary conviction by a fine in an amount not exceeding:

(i) \$2,000 (Two Thousand Dollars) in the case of an individual;

(ii) \$5,000 (Five Thousand Dollars) in the case of a public corporation;

or, in default of payment by an individual, by imprisonment for a term of not more than 30 (thirty) days.

Voluntary Penalty Clause:

14. Any person who contravenes any of the provisions of the Bylaw, may be, at the discretion of the officer, subject to a voluntary penalty as listed:

a. Section 6 = \$100.00; and

(b) Section 9 = \$100.00.

PART IV: EFFECTIVE DATE OF BYLAW

1. Park Authority Readings and Adoption

Introduction this 14th day of July 2020

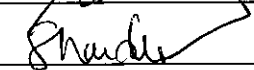
Read a first time this 14th day of July 2020

Read a second time this 4th day of August 2020

Read a third time this 29th day of September 2020

Adoption of Bylaw this 6th day of October 2020

Chairman  _____

Secretary  _____