

**GENERAL OPERATING BY-LAW
NO. 3.0
MAINTENANCE AND CARE OF PROPERTY**

A By-law relating
generally to the transaction of the affairs of

**BEULAH CAMP AND CONFERENCE CENTER OF THE
ATLANTIC DISTRICT OF THE WESLEYAN CHURCH**

hereinafter referred to as

“BCCC”

WHEREAS the BCCC is operated under the authority of the Atlantic District of the Wesleyan Church;

AND the BCCC, continues under the Canada Not-For-Profit establishments;

NOW THEREFORE BE IT ENACTED that By-law 3, named Maintenance and Care of Property, be enacted as the General Operating By-laws of the BCCC.

SCOPE

1. The purpose of this by-law is:

- a. to establish minimum standards to govern the condition, maintenance and up-keep of the lessee’s structures and surrounding property;
- b. to safeguard the health, safety and welfare of occupants, users, other leaseholders and visitors; and
- c. to require lessee(s) to repair and maintain their structure(s) and leased lot in accordance with established minimum standards.

2. Regulations for maintenance of buildings and structures

- a. All structures on a leased lot must be maintained in good repair, free from any condition that poses a health and safety hazard.
- b. The exterior of any structure must be kept in good condition as deemed acceptable to BCCC. This includes ensuring the exterior is maintained with paint or other weather resistant material.
- c. The lessee(s) of the property shall repair and maintain all structures on the leased lot in accordance with the standards set forth in by-law 3.0, regardless of any notice served.
- d. Should any structure not be maintained in accordance with by-law 3.0 the BCCC will proceed with reasonable action up to and including arranging for repairs at the lessee’s expense.



3. Timelines relating to building construction and maintenance

- a. The exterior of any newly constructed building, including accessory buildings and other structures must be completed within one (1) year. An extension may be granted due to unforeseen circumstances.
- b. Maintenance or upgrades to any existing building, accessory buildings or other structures must be completed within one (1) year. An extension may be granted due to unforeseen circumstances.
- c. Maintenance on buildings, including accessory buildings and other structures, requested through a notice from the PAC must be started within six (6) months from the date of the notice and be completed within one (1) year.

4. Regulations for maintenance and upkeep of yard

- a. Yards must be kept clean and free from rubbish or other debris and from objects, holes, or other conditions that might create a health, fire or accident hazard.
- b. Steps, walks, driveways, and similar areas of a yard must be maintained to provide safe passage under normal use and weather conditions.
- c. Every dwelling must have appropriate receptacles to safely store all garbage and rubbish. Receptacles must be maintained in a clean state and have a securely fastened lid.
- d. The lessee is responsible for ensuring that garbage and rubbish, set out for pick-up, be protected from access by animals and birds.
- e. No items may be stored on a neighboring lot, regardless whether vacant or occupied, without the express permission of the lessee or lessor.

5. Administration of Regulations

- a. The PAC shall administer and enforce by-law 3.0 in accordance with the established standards stated therein.
- b. Where the lessee(s) fail to comply with the established standards set forth in this by-law (3.0), a designate of the PAC will contact the lessee(s) to discuss the matter in question.
- c. The lessee(s) shall not refuse access to the property by a PAC designate for the purpose of addressing any non-compliance.
- d. The PAC designate may serve notice in person, mail, and/or email describing the work required to the structure or structures and surrounding leased lot and the timeframe for completion.
 - i. In the first instance the PAC designate will converse with the lessee(s) and arrange to meet on sight, if deemed necessary, to discuss matters not in compliance with property and maintenance regulations.
 - ii. Should the lessee(s) fail to complete the actions identified within the agreed upon timeframe a written notice will be served. The written notice will state the infraction(s), the timeframe for action to bring the matter(s) into compliance and that

failure to do so will result in further action by the BCCC up to and including BCCC having the work completed at the lessee's expense.

- iii. Should there be repeated instances of non-compliance by the lessee(s) more direct action may be administered up to and including failure to renew the lease.

Enacted this November 9, 2023

Tami Mutch-Ketch

Tami Mutch-Ketch,
Executive Director

Robert Trafton

Robert Trafton,
Property Development Officer