

B. Dearden (Chair), Mayne Island

### SOUTHERN GULF ISLANDS HARBOURS COMMISSION

Notice of Meeting on **Thursday, October 2, 2025 at 9:30 am**Saanich Peninsula Wastewater Treatment Plant Meeting Room,
9055 Mainwaring Road, North Saanich, BC

Members of the Pubic can view the live meeting via MS Teams: <u>Click Here</u>. Alternatively, to hear the meeting via telephone: call 1-877-567-6843 and enter the Participant Code 746181561#

P. Brent, Electoral Area Director

B. Mabberley (V. Chair), Galiano Island R. Fenton, South Pender Island A. Hol, South Pender Island R. Schnurr, Piers Island/Swartz Bay M. Davis, Saturna Island **AGENDA** 1. TERRITORIAL ACKNOWLEDGEMENT 2. APPROVAL OF AGENDA **Recommendation**: That the minutes of the May 29, 2025 meeting be adopted. 4. CHAIR'S REMARKS 5. SENIOR MANAGER'S REMARKS 6. ELECTION OF CHAIR (Pursuant to Section 7 Bylaw No.2972) Election conducted by General Manager, Electoral Area Services with assistance from the Administrative Officer, Electoral Area Services 7. ELECTION OF VICE CHAIR (Pursuant to Section 7 Bylaw No.2972) Election conducted by General Manager, Electoral Area Services with assistance from the Administrative Officer, Electoral Area Services

To ensure quorum, advise Allison Chambers, achambers@crd.bc.ca if you cannot attend.

8. PRESENTATIONS/DELEGATIONS

The public is welcome to attend Commission meetings in-person.

Delegations will have the option to participate electronically. Please complete the <u>online</u> application for "Addressing the Board" on our website and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the Southern Gulf Islands Harbours Commission at achambers @crd.bc.ca

Requests must be received no later than 4:30 pm two calendar days prior to the meeting.

### 9. COMMISSION BUSINESS

9.1.	Staff Report:	Southern	Gulf	Islands	Harbours	<b>Projects</b>	and	Operations	Update
	October 2025								6

**Recommendation:** There is no recommendation. This report is for information only.

### Recommendation:

The Southern Gulf Islands Harbours Commission recommends the Electoral Areas Committee recommend to the Capital Regional District Board:

- 1. That Bylaw No. 4709, "Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 10, 2025", be introduced and read a first, second, and third time.
- 2. That Bylaw No. 4709 be adopted.

### 10. CORRESPONDENCE

- 10.2 Referral from Islands Trust for a Temporary Use Permit PLTUP20250060 ....... 91

### 11. NEW BUSINESS

### 12. MOTION TO CLOSE THE MEETING

That the meeting be closed for discussion in accordance with Section (90)(1)(a) of the Community Charter and that personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

### 13. RISE AND REPORT

### 14. ADJOURNMENT

Next Meeting: Thursday, December 4, 2025



MINUTES OF A MEETING OF THE Southern Gulf Islands Harbours Commission, held Thursday, May 29, 2025 at 9:30 a.m., Saanich Peninsula Wastewater Treatment Plant Meeting Room, 9055 Mainwaring Road, North Saanich, BC

PRESENT:

**Commissioners:** B. Dearden (Chair), Mayne Island B. Mabberley (Vice Chair), Galiano Island; R. Fenton, South Pender Island; A. Hol, South Pender Island; M. Davis, Saturna Island; P. Brent, Electoral Area Director; R. Schnurr, Piers Island/Swartz Bay

**Staff:** Stephen Henderson, Senior Manager, Real Estate, Southern Gulf Islands Administration and Salt Spring Island Local Community Commission; Dan Robson, Manager, Saanich Peninsula and Gulf Islands Operations; Jared Kelly, Manager, Capital Projects (EP); Lani O'Dwyer, Engineering Technician, Infrastructure Planning and Engineering (EP); Aggie Chan, Senior Administrative Secretary (Recorder); Peter Binner, Wharfinger Coordinator

**REGRETS:** None

EP = Electronic Participation

The meeting was called to order at 9:30 am.

### 1. TERRITORIAL ACKNOWLEDGEMENT

### 2. APPROVAL OF AGENDA

**MOVED** by Commissioner Mabberley, **SECONDED** by Director Brent, That the agenda be approved as circulated.

**CARRIED** 

### 3. ADOPTION OF MINUTES

**MOVED** by Commissioner Fenton, **SECONDED** by Director Brent, That the minutes of the February 27, 2025 meeting be adopted.

**CARRIED** 

### 4. CHAIR'S REMARKS

Chair Dearden expressed appreciation for the Commission's and staff's works for the services and highlighted the contributions of Vice Chair Mabberley.

### 5. SENIOR MANAGER'S REMARKS

The Senior Manager made the following remarks:

- E-Payments: Discussion on the challenges faced in setting up e-payments for moorage fees. The integration with the finance department and corporate systems has been problematic. Efforts are ongoing to resolve these issues, and a new timeline is set for an operable system in 2026.
- Derelict Boats: Issues with derelict boats and dinghies were discussed. Specific

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cases at Swartz Bay and Anson Road were mentioned. Strategies for dealing with abandoned vessels, including posting notices and working with the Dead Boat Society, were considered.

### 6. PRESENTATIONS/DELEGATIONS

There was no presentations or delegations.

### 7. COMMISSION BUSINESS

### 7.1. Southern Gulf Islands Harbours Projects and Operations Update February 2025

The Commission received the report for information. There is no recommendation.

**19-02** | **Retreat Cove** – Invitation to tender documents are completed and are currently with purchasing to be put out to bid on BC Bid and the CRD website. Submissions are expected to close on June 24th, with construction planned during the DFO summer window.

**21-03 | Annual Provision** – Completion of the following projects: Notice board replacement at Miners Bay, Port Washington and Port Browning, and Miners Bay Float A gangway deck replacement in May. 68% of this year's budget remains.

**17-01 | Piers Island Additional Float** – Works completed with guarantee expiring in February 2026.

**25-01 | Miners Bay** – Combined with Retreat Cove into one contract document due to similar work requirements (pile replacement).

**25-02 | MOTT Project –** Emcon Services has been retained by the Ministry of Transportation and Transit (MOTT) for the project. Communications are ongoing with residents and business owners. Archaeological coordination is required due to the site's proximity to the ferry terminal. This project will enhance existing parking and create additional parking spaces.

### **OPERATIONAL UPDATES**

Updates on the maintenance projects on the individual docks were explained as per the details in the staff report.

- Piers Island Slippery issue addressed by skid replacement. Feedback from the community has been positive.
- Swartz Bay: Payment box may need re-enforcement after damage due to breakin attempt.
- Safety ladders: An effective system is in place to keep ladders in rotation for maintenance and repairs when needed.

### 7.2. Staff Report: Review of Moorage Rates

The staff provided market research and other relevant information for the Commission to consider. Discussion on the need to keep up with rising costs and to balance the budget for the long-term integrity of the service.

**MOVED by** Director Brent, **SECONDED by** Commissioner Mabberly, The Southern Gulf Islands Harbours Commission recommends that a preliminary 2026 budget for the service be prepared with a 10 percent increase in moorage rates.

**CARRIED** 

### 7.3. Anson Road Dock – Request to add electrical service

Discussion on the feasibility and implications of adding electrical service to Anson Road Dock. Concerns were raised regarding costs, liability, and maintenance. The Commission agreed that the Boaters Association should prepare a detailed business plan for further consideration.

### 8. NEW BUSINESS

There was no new business.

### 9. MOTION TO CLOSE THE MEETING

**MOVED** by Director Brent, **SECONDED** by Commissioner Fenton, That the meeting be closed in accordance with the Community Charter, Part 4, Division 3, Personal Information Under Section 90 (1)(a).

CARRIED

The Commission moved into closed session at 10:45 am.

### **10. RISE AND REPORT**

The Commission rose from its closed session at 10:55 a.m. without report.

### 11. ADJOURNMENT

<b>MOVED</b> by Director Brent, <b>SECONDED</b> by Commissioner Mabberley,
That the May 29, 2025 meeting be adjourned at 10:58 a.m.

		<u>CARRIED</u>
CHAIR	SECRETARY	



# REPORT TO SOUTHERN GULF ISLANDS HARBOURS COMMISSION MEETING OF THURSDAY, OCTOBER 2, 2025

### **SUBJECT** Southern Gulf Islands Harbours Projects and Operations Update – October 2025

### **ISSUE SUMMARY**

To provide the Southern Gulf Islands Harbours Commission with capital project status reports and operational updates.

### **BACKGROUND**

The Southern Gulf Islands Harbours (SGIH) service area is comprised of thirteen dock facilities among six islands. Through the service's five-year capital plan, the Capital Regional District (CRD) executes capital projects to maintain the level of service, improve service, and conduct major repairs. The following is a summary of the projects that are active and recently completed.

### **CAPITAL PROJECT UPDATE**

### 19-02 | Retreat Cove Upgrades (Deferred to 2025)

Project Description: Upgrades to the Retreat Cove Dock Facility to maintain the level of service.

Project Rationale: This project includes works to maintain the current level of service as recommended with previous reports provided to the Commission in 2015, 2018 and the Underwater Inspection report January 2024. Recommended works include repairs to the approach/wharfhead piles and repairs to the floats.

### Project Update and Milestones:

- Further investigation of the existing condition had staff decide to defer this project until after the 2023/24 inspections were completed.
- Funds were used in April 2022 for flotation repair, in the amount of \$5,353.50,
- Funding has been pushed to 2025 and this project will be initiated in 2025 and aligned with the priority of works that were outlined in the 2023/24 inspections.
- This project is being combined with the Miners Bay Improvements 2025
- Invitation to Tender documents have been completed May 2025 and submissions are being requested by June 24, 2025.
- Construction to be completed during the DFO summer window, June 15 to September 15, 2025
- Piles are to be replaced September 15 to September 30, 2025. The timber for the decking on the float is on order and expected to be delivered within the next 2 months.
- Purple Martin nesting boxes are being replaced during pile installation by Salish Sea.

Milestone	Completion Date
Dock Repairs and Upgrades	2025
Project Procurement and works	2025
Invitation to Tender documents completed	May 2025
Construction – DFO summer window for piles	Sept 15 to Sept 30, 2025
Expected Construction Decking	November 2025

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### 21-03 | Annual Provisional: Dock Improvements

Project Description: An annual provisional fund is required to address unplanned dock safety issues.

Project Rationale: Funds are required for unplanned and minor repairs such as minor board replacement, painting, emergency repairs, and electrical repairs.

### Project Update and Milestones:

- This is an "as and when needed" project, funds will be utilized when required at each dock facility.
- The Wharfinger Coordinator and Operations Manager are prioritizing small works not covered under existing capital projects for action.

Milestone	<b>Completion Date</b>
Swartz Bay Floatation Billet Replacement: \$4,000	January 2025
Miners Bay, Port Washington, Port Browning Notice Board Replacement: \$15,000	May 2025
Miners Bay Float A Gangway Deck Replacement: \$5,000	May 2025
Sturdies Bay Gangway Deck Replacement: \$5,000	August 2025

2025 Provisional Budget						
Opening Budget	\$75,000					
Allocated amount (to-date)	\$75,000					
Remaining Balance	\$46,000					

Any remaining balance at the end of 2025 will remain in the Capital Reserve and be used for future projects.

### 17-01 | Piers Island Additional Float

Project Description: Installation of an additional float at the Piers Island dock. Work completed.

Guarantee Period: Valid till February 2026.

### 25-01 | Miners Bay Repairs and Improvements

Project Description: Complete dock improvements consistent with the recently completed dock inspection reports.

Project Rationale: Improvements are required on both the fixed and floating portion of the dock, consistent with the dock inspections reports.

### Project Update and Milestones:

- This project is being combined with the Retreat Cove Improvements 2025
- Invitation to Tender documents have been completed May 2025 and submissions are being requested by June 24, 2025.
- Construction, installing piles, was started on September 15, 2025 and will be completed within the
  week
- Purple Martin nesting boxes are being replaced during the installation of the piles by Salish Sea.

Milestone	Completion Date
Project Scope being prepared in alignment with the	2025
previous dock inspection reports	
Project procurement and works	2025
Invitation to Tender documents completed	May 2025
Construction – DFO summer window	September 15, 2025

### 25-02 | Montague Road Parking Improvements

Project Description: Improve roadside parking at Montague Harbour

Project Rationale: Roadside parking was modified in 2024 and available parking was significantly reduced. This project will be completed in partnership with Ministry of Transportation and Transit (MOTT) to improve parking at Montague Harbour. Funding will be provided through Community Works Funds and MOTT.

Project Update and Milestones: The project design was completed and provided by the Ministry of Transportation and Transit (MOTT). The CRD will apply for a License of Occupation to complete the works, however any ongoing maintenance and repair will be completed by the Provincial Ministry and at their cost.

Milestone	Completion Date
Project Design Completed	January 2025
Permit Applied for	January 2025
Archaeology review completed	February 2025
Procurement of Contractor and works completed	June 2025 - Completed

### **OPERATIONAL UPDATES**

Operating and maintenance activities detail for the period June through September 2025:

### Piers Island:

- No significant maintenance completed during this reporting period.

### Swartz Bay:

- No significant maintenance completed during this reporting period.

### Spanish Hills:

No significant maintenance completed during this reporting period.

### Horton Bay:

- Power washing of dingy float
- Replacement of approach wood decking with fiber reinforced plastic grid decking. This will eliminate mud and rocks collecting on the wood decking and reduce rotting of the wood decking.

### Hope Bay:

- Removal of old and noncompliant crane/hoist from wharfhead. Crane has not been in use for several years and use became high risk public health and safety concern.

### Sturdies Bay:

- Repainting of bull rail loading zone.
- Redecking of gangway completed. This work was funded from the annual provisional dock improvement budget for the service.

### Montague Harbour:

- Repainting of loading zone bull rail and seaplane loading zone bull rail.

### • Port Washington:

- No significant maintenance completed during this reporting period.

## Port Browning:

- No significant maintenance completed during this reporting period.

### Retreat Cove:

- No significant maintenance completed during this reporting period.

### Miners Bay:

- Removal of abandoned communications wiring and equipment.
- Investigation and repair plans commenced with primary electrical service mast that was damaged earlier this year because of a motor vehicle incident. It is anticipated the cost for the electrical repairs will be an insurable claim.

### • Lyall Harbour:

- Installation of floatation on C float and connection chains between B and C flaot were replaced due to excessive ware.
- Repainting of loading zone bull rail and seaplane loading zone bull rail.

### Anson Road:

No significant maintenance completed during this reporting period.

### General

Bi-monthly dock inspections were completed in July 2025, refer to Appendix A.

### **RECOMMENDATION**

There is no recommendation. This report is for information only.

Submitted by:	Jared Kelly, P.Eng., Manager, Capital Projects
Submitted by:	Dan Robson, ASc.T, Manager, Saanich Peninsula and Gulf Islands Operations
Concurrence:	Stephen Henderson, General Manager, MBA, PG.Dip.Eng, BSc, Electoral Area Services

### **ATTACHMENT**:

Appendix A: Dock Inspection Reports



	E: 7/9/25 PECTOR:	Pete	er Binner	DOCK FACILI WHARFINGER		Anson Rd Mayne Chris Redsell	е
APPROACH		sive al	Envelope Supply luminum approach w approach and an alu		ecking	ı, a large aluminu	m transition plate connecting the
WHARFHEAD	Signage N/A		Envelope Supply	Notices P	osted	Rates Pos	ited
GANGWAY FLOATS	bottom apron and UHMW ru The main floa to shore that h is in very good There are 7 st There are 7 st	also wunners It is of whas mid cond afety la	with non-skid that is in various for the bottom apron was for the bottom apron was wood construction with ini mesh decking insteastition. All floats have go adders that are all in gotles in closed wells with	very good condition which are also in which are also in which are decking the properties of the condition of the condition.  UHMW rub board	on. The very go ards and The pt the n	are are hard rubber of condition.  d bull rails and all worther 5 fingers are main float is slightly are in very good co	ni mesh decking and and an aluminum wheels running on aluminum guide rails with tight bolts. There is one finger close all built like the main float and everything lower in the water under the gangway.  Indition and one outside pile well at the All anodes appear to be in good
OTHER	Lighting  Extinguis (expiry d		2xMay 2026 2xFel	b 2026	<b>V</b>	Life Rings / Heaving Lines Unpaid Moorage	1, approach, 3, on main float, good
COMMENTS/INSTRUCTIONS	> Everything	ı is "si	hip shape", monitor t	he anodes is al	- I that i	s recommended.	



DATE: 7/6/25 Hope Bay Pender DOCK FACILITY: INSPECTOR: **Peter Binner** Peter Binner WHARFINGER: Signage **Envelope Supply Notices Posted** Rates Posted **APPROACH** There is a mix of old and new wood railings and bull rails, some with old faded pant and unpainted for the new sections that are all generally in good to fair condition. The wood decking is generally in good condition with 12 to 15 deck boards with developing rot that are either becoming sever or at a moderate level. Monitoring these boards for replacement is recommended. **✓** Signage ✓ Envelope Supply **√** Notices Posted ablaRates Posted WHARFHEAD The wharfhead is in roughly the same state as the approach with 6 to 8 deck boards with developing rot that are in a moderate state of decay and monitoring for replacement is also recommended. The painted wood notice board is located here and is in good /fair condition. There is a single light standard next to the notice board that requires painting. The crane has been removed. There is a broken pile brace that requires repair. The old painted steel gangway is in fair condition with the usual amount of rust at the bottom end and on the cross bracing. Painting is recommended. The wood decking, half expanded metal for non-skid and half wood rungs is in good condition. There is a new aluminum transition plate with non-skid and a bottom aluminum apron with expanded metal grating that is in good condition. The steel roller is new along with the pillow blocks but the steel guide rail is coming to the end of its service life and will require replacement in a few more years. SANGWAY FLOATS Float A is a newer wood float, the decking, rub boards and bull rails are in good condition but there are bolts loose on the East side and some on the West side in the middle of the float. The condition is more than the normal summer shrinking of the wood. Inspection and repair is recommended. Yellow paint is required for the Loading Zone bull rails. There are 2 outside closed pile wells with 3 wood piles/well that are is good condition with minimal wear and all UHMW rub boards are in good condition. The flotation is good Float B is connected to Float A with a hard rubber mat and connecting hardware that is in good condition. This is an older but updated wood float with decking, rub boards and bull rails with mostly tight bolts except for some that are loose on the West side (middle). There are 4 closed pile wells with 3 wood piles/well that are in good condition with minimal wear showing. The UHMW rub boards are also in good condition. The flotation is good. Float C is an older wood float with decking, rub boards and bull rails and tight bolts that are all in good condition for its age and the flotation is good. There is a new floating aluminum transition plate and hardware that connects this float to Float A, all in good condition. There are 4 closed pile wells with 3 wood piles/well and UHMW rub boards that are all in good condition with minimal wear showing. The 3 safety ladders on the floats have been cleaned and are in good condition. Life Rings / OTHER INSPECTIONS Lighting Good. Wharfhead Good, Gangway Heaving Lines Extinguishers July, 2026 Unpaid Moorage (expiry dates)

# COMMENTS/INSTRUCTIONS

> Monitor for replacement the rot in the wood decking on the approach and wharfhead.

> Tighten loose bull rail bolts on Float A, check bolts on Float C.

- > Paint is required for the light standard (Blue) and the Loading Zone (yellow) on Float A.
- > Repair the broken pile brace under the wharfhead.



	E: 7/9/25 PECTOR: <b>Pete</b> l	r Binner	DOCK FACILIT		orton Bay May nris Redsell	ne
APPROACH	rails are unpainted metal grating and i condition. There is	d and in good conditing new decking and bules no mud grate at the n decking. There is a	ion. The wood de Ill rails also contir e entrance and or	newer se ecking at nue from ne is rec	t the entrance of the covered a quired, mud ar	sted c covered area the railings and bull is new and covered with expanded area to the gangway and are in good and gravel is washing down the grade ag in the covered area and works well
WHARFHEAD	Signage N/A	Envelope Supply	Notices Po	sted	Rates Pos	sted
GANGWAY FLOATS	with non-skid and an rails and pillow block  The new wood float I condition with good f and is in good condit wood piles/well that a good condition as vie  There is an older woodecking, rub boards	h aluminum bottom aprices are all in good conditions are all in good conditions. There are 2 sition. Either side of the pare in fair condition. Thewed and the UHMW rood float being used as	on with mini mesh ition.  g, wood rub boards afety ladders in go gangway, there are nere is a new single rub boards are in not a dinghy float attar condition but this	and bull od condice 2 new ce closed ew condiched to the float requirement.	In very good co I rails with all bo ition. The WCMI outside pile well pile well at the e ition. the new main flo puires a good pre	There is an aluminum top transition plate andition. The older steel roller, steel guide olds that are tight. The float is in very good RC float is attached to the end of this float is using steel pipe that contain the 2 older end of the float with 6 older wood piles in oat. The flotation is good and the wood essure wash. There is a hard rubber mat
OTHER	Lighting  Extinguishers (expiry dates)	Approach  January & April 202	26	<b>V</b> Hea	e Rings / aving Lines paid Moorage	Good, Main float
COMMENTS/INSTRUCTIONS		equired tor the appro				



DATE: 7/7/25 Lyall Harbour Saturna DOCK FACILITY: INSPECTOR: **Peter Binner** Vanessa Verbitsky WHARFINGER:

	Signage	Envelope Supply		Notices Posted		Rates Posted		
APPROACH	N/A							
	✓ Signage	✓ Envelope Supply	✓	Notices Posted	✓	Rates Posted		
WHARFHEAD	This is a concrete structure with large wood bull rails an unpainted galvanized steel railings that is in good condition. The older painted wood notice board is in fair condition and the plastic envelope holder has broken and a replacement is required unless it can be repaired. A spill kit is located here.							
TS	The aluminum gangway has mini mesh decking, hard rubber wheels running on aluminum guide rails that are all in good condition. There is an old steel top transition plate that requires painting and the bottom aluminum with expanded metal grating apron is in very good condition.  Float A is an older wood framed float with recent flotation, wood decking, rub boards and bull rails with tight bolts that are in good to fair condition. The WCMRC float is located next to the gangway and is in good condition. New yellow paint has been applied in the Emergency/Loading zone. There are a number of loose deck boards that require nailing. There are 2 open pile							

wells either side of the gangway with 2 wood piles/well that are in good condition with minimal wear showing. The next 2 open pile wells have 3 wood piles/well and are also in good condition with minimal wear showing. The UHMW rub boards are in good condition in all of these pile wells. There are 2 closed pile wells further along the float that have a single pile/well that are in good condition along with the UHMW rub boards and anodes. The safety ladders have been cleaned and in good condition. Float B is an older wood framed float with wood decking, rub boards and bull rails with mostly tight bolts that are all in good to fair condition. The flotation is poor at the end connecting to float A, the aluminum transition plate is damaging the bull rail on float A and additional flotation is likely required at this end. There are 4 closed pile wells with 3 wood piles/well in good condition with minimal wear showing. The wells and the older UHMW (?) are in fair condition. No safety ladders on the float. Float C is a newer wood constructed float with decking, rub boards and bull rails with tight bolts that is in good condition. The flotation in in good condition with the ends slightly lower in the water. There are 3 safety ladders on the float that are all in good condition. Someone tried to reposition one ladder, it has been reinstalled and there is a gap in the bull rail as a result. There is a large aluminum transition plate between floats B & C that is in good condition. The bull rails for the seaplane landing area have been painted

TIONS	<b>✓</b>	Lighting	Good, Wharfhead & Floats	<b>√</b>	Life Rings / Heaving Lines	Good, Floats A & B
OTHER	<b>✓</b>	Extinguishers (expiry dates)	July 2026		Unpaid Moorage	

> The flotation at the end of Float B where it connects to Float A requires additional flotation to bring it to the same level as Float A.

- > There are a number of deck boards that require nailing.
- > The plastic envelope supply box on the notice board requires repair or replacement.

# **COMMENTS/INSTRUCTIONS**



DATE: 7/9/25 DOCK FACILITY: Miners Bay Mayne
INSPECTOR: Peter Binner WHARFINGER: Nico Preston

	<b>✓</b> Signage	✓ Envelope Supply	✓ Notices Posted	✓ Rates Posted	
APPROACH	decking is in fa Pressure wash great!	nir condition with several ning the railings and bull r	boards that have develo	and bull rails that are in fair condition. The wood oping rot that require monitoring for replacement. There is a new aluminum notice board that looks pair.	
	Signage	Envelope Supply	Notices Posted	Rates Posted	

WHARFHEAL

SANGWAY FLOATS

This is also a large area with large wood bull rails and new unpainted wood railings. Most of the wood decking has been replaced but there are still a number of boards that require monitoring for developing rot and future replacement. This area is in generally good condition.

Gangway A is an older painted (faded) steel structure with areas of rust, common for these gangways. There is new mini mesh decking which is a huge improvement! The old painted kick boards have some areas of rot at each end. The top and bottom transition plates are steel with non slip and in good condition but the bottom plate requires a new UHMW skid shoe. Painting is recommended. The steel roller, guide rails and pillow blocks are in good condition, service not required at this time.

Float A is an older wood float with decking, rub boards and worn bull rails with some loose bolts on the south side. Replacing the bull rails on this side is recommended. There are a number of loose deck boards that require re-nailing. The flotation is in good condition. The safety ladders require cleaning. There are 4 closed pile wells with 6 wood piles/well that are in good to fair condition with 2 very worn in the wells next to the gangway and 2 defective piles in the 2 wells at the end of the float, observed @ low, low tide. Replacement is recommended. The pile wells and the UHMW rub boards are in mostly good to fair condition.

Gangway B is an older heavily built unpainted steel structure with an open steel grating in good condition. There is a floating steel top transition plate with non skid but I found it jammed on the hinge bolt but pried it free. The bottom apron is constructed the same as the gangway decking and is in good condition. There is a steel roller and guide rails and pillow blocks that are in good condition. There are 2 wood extension rails for the apron that are cracked/broken and replacement is recommended.

Float B is a newer float constructed of wood with concrete square tiles for the decking. There are 3 tiles with a crack but are stable as viewed. The wood bull rails are in good condition but there are loose bolts that require tightening. The float is anchored and the flotation is good. Painting the bull rails is required for the seaplane landing zone and pressure washing the tiles in this area is recommended. Long term moorage signs are deteriorating and replacement is recommended.

TIONS	<b>✓</b>	Lighting	Good, approach (repair) & floats	<b>✓</b>	Life Rings / Heaving Lines	Good, Floats A & B
OTHER	<b>✓</b>	Extinguishers (expiry dates)	2xJuly 2026, Dec 2025		Unpaid Moorage	

- > Repair the electrical box, light pole and railing damage at the entrance of the approach.
- > Replace bull rails on Float A (worn/broken and loose rail bolts) and re-nail loose deck boards.
- > Safety ladders require cleaning on Float A and replace UHMW skid shoe on gangway bottom apron.
- > Bull rail bolts require tightening on Float B.
- > Replace or improve the broken wood guide rails for gangway apron on Float B.
- > The seaplane landing zone requires yellow paint on the bull rails and pressure washing the tiles in this area.
- > The Long Term Moorage signs will soon require replacement on float B
- > Monitor the developing rot on the approach, wharfhead and wood piles of float A.

# COMMENTS/INSTRUCTIONS



DATE: 7/9/25 Montague Harbour Galiano DOCK FACILITY: INSPECTOR: **Peter Binner** Kiyoshi Okuda WHARFINGER: Signage ✓ **Envelope Supply Notices Posted** Rates Posted **APPROACH** This is a very small area, the decking, painted wood railings and bull rails are old but in good condition. The wood notice board is old, has been painted and could use fresh paint or be replaced with an aluminum one at some later date. Signage **Envelope Supply Notices Posted** Rates Posted WHARFHEAD N/A The aluminum gangway with Mini Mesh decking is in good condition. There is a top aluminum transition plate with painted non-skid and a bottom aluminum apron with Mini Mesh for decking that are in good condition. The hard rubber wheels run on steel guide rails and these are also in good condition. Float A is an older wood float with decking, rub boards and bull rails with tight bolts, that are in worn but good condition. There is a single steel piling (good anode) in a closed well next to the gangway that is also in good condition. The bull rail at the end SANGWAY FLOATS of the float has been freshly painted yellow and the safety ladder here and along with the one on the sea plane float, are in good condition. Float B is an older wood float with decking, rub boards and bull rails with tight bolts, that are worn but in good condition. There is a large steel transition plate between floats A & B that has been recently painted with new non-slip. The connection hardware is old and rusty with 50% wear on one shackle. There are 4 closed pile wells with 3 piles/well. There is minimal wear on all of these pilings and the wells are in good condition with new UHMW rub boards. Float C is an older wood float with decking, rub boards and bull rails with tight bolts, that are worn but in good condition. There is fresh yellow paint on the Emergency / 15 min Landing area. There is a single steel pile in a closed well in good condition and has a good anode. Float D looks to be the oldest float. This has wood decking, rub boards and bull rails with tight bolts and is in worn but still in good condition. This float is the sea plane landing and has fresh yellow paint on the bull rails. There is 1 tire missing and replacement is recommended. All of the floats have good flotation. The WCMRC is located here and is in good condition. Life Rings / OTHER INSPECTIONS Lighting On the approach and floats A & B 1. Float A Heaving Lines Extinguishers Notice brd., 12 25, Float B, 07 25 Unpaid Moorage (expiry dates) > Replace missing tire on the seaplane landing float. **COMMENTS/INSTRUCTIONS** > Monitor the wear on the hardware connecting floats A & B.



DATE: 7/8/25 Piers Island DOCK FACILITY: INSPECTOR: **Peter Binner Guy Plante** WHARFINGER: Signage **Envelope Supply Notices Posted** Rates Posted **APPROACH** The approach has a steel mud grate at the head and unpainted wood railings, bull rails and decking that is in mostly good condition with a few areas of developing rot in the bull rails and decking. Monitor for future replacement is recommended. Signage **Envelope Supply Notices Posted** Rates Posted WHARFHEAD N/A The old painted (faded) steel gangway has new mini mesh decking and is in fair condition. There is an aluminum top transition plate with a non skid surface in good condition and a bottom aluminum expanded metal grating apron also in good condition. The old roller bed boards are in poor condition and replacement is recommended. There are large steel wheels running on large steel guide rails that are in good condition but the pillow blocks and axle arrangement make replacing the pillow blocks challenging. Servicing the bearings is recommended. SANGWAY FLOATS THE NOTICE BOARD IS LOCATED ON THE MAIN FLOAT and all notices etc. and life ring are on it. The main float is an old wood triangular structure with good flotation, wood decking, rub boards and bull rails with fairly tight bolts that are in fair condition for it's age. There are areas of developing rot on the decking and the aluminum expanded metal grating (non skid) that runs along the 3 sides of the float is at the end of its serviceable life and removal is recommended. There are too many broken areas that are becoming tripping hazards and repair is becoming futile. There are 3 cleaned safety ladders that are in good condition. There is new yellow paint on the loading zone bull rails. There are 3 open pile wells with 3 wood piles in 2 of the wells and 2 wood piles in the one open well at the gangway end. These piles and the UHMW rub boards are in good condition with minimal wear showing. Float B is a new HPDE pontoon type float with mini mesh decking and wood bull rails that are in very good condition and has good flotation. There is a safety ladder at the end of the float that is in good condition. There is a large steel pile in a closed well at the end of the float, all is good with this float Life Rings / OTHER INSPECTIONS Lighting Good, notice board Heaving Lines Extinguishers Unpaid Moorage April, 2026, notice board (expiry dates) > Monitor for replacement, areas of developing rot on the approach add the main float. **COMMENTS/INSTRUCTIONS** > Service the pillow blocks on the gangway wheels. > Removal of the expanded metal grating on the main float is recommended. > New locks for the lock boxes were supplied for Swartz Bay and Piers Island.



	E: 7/6/25 PECTOR:	Peter Binner	DOCK FACILITY: WHARFINGER:	Port Browning P Claude Kennedy	
	✓Signage	✓ Envelope Supply	✓ Notices Posted	✓ Rates Pos	sted
APPROACH	The long na and bull rails large mini m	rrow approach has many v	wood deck boards wit e monitoring for repla ance that is working v	h developing rot, cement but is in c rery well.	faded and flaking painted railings therwise fair condition. There is a
	Signage	Envelope Supply	Notices Posted	Rates Pos	sted
WHARFHEAD	N/A				
GANGWAY FLOATS	The older painted steel gangway has wood decking, half covered with expanded metal grating for non-skid and half wood ladder rungs that are in good to fair condition. Replacing the old decking with mini mesh decking is highly recommended. There is a steel top transition plate with non-sip and a bottom aluminum apron with expanded metal grating that is running on the wood decking of the float and UHMW runners are recommended. The older steel roller and guide rails are rusty but in good condition as are the pillow blocks.  Float A is an older wood float with decking, rub boards, bull rails with tight bolts, is in good condition and has fairly good floation for its age. There are 2 open pile wells (next to the gangway) with 2 wood piles/well in good condition and UHMW rub boards that are in fair condition. The float is anchored from the end opposite the gangway.  Float B is connected to Float A, has good connecting hardware and is another older wood float with decking, rub boards and bull rails with mostly tight bolts, is in good condition and this is used as a "Dinghy Only" float. There are 4 closed pile wells with 2 wood piles/well @ the Float A end and 3 wood piles/well @ the connection to Float C end. All piles are in good condition except for 1 pile with a large boar hole visible @ a low tide, in the well next to Float A. All UHMW rub boards are in good condition.				
	bolts that is in wood piles/we		so has good flotation. T th UHMW rub boards in	here are 2 closed p good condition, all	
ER	Lighting	N/A	<b>✓</b>	Life Rings / Heaving Lines	Good, Notice board
OTHER	Extinguis (expiry d			Unpaid Moorage	
COMMENTS/INSTRUCTIONS	> UHMW ru > Monitor th	e rot in the decking on the nners are recommended f e rot in the wood pile on F the old wood decking on	or the gangway botto	m apron.	s recommended.



DATE: 7/6/25 Port Washington Pender DOCK FACILITY: INSPECTOR: **Peter Binner** Peter Binner WHARFINGER: **√ √ ✓** Signage **√ Envelope Supply Notices Posted** Rates Posted **APPROACH** The unpainted wood railings and bull rails are in good condition as are the deck boards. The new aluminum notice board is in fine condition! The fire extinguisher case requires replacement. Do we want to supply new life rings for the new notice boards? **✓** Signage **Envelope Supply Notices Posted** Rates Posted WHARFHEAD The 80% of the wood decking has been replaced along with new unpainted railings around the whole wharfhead. The large bull rails are also in good condition. Gangway A is an older painted steel structure in fair condition, has typical rust at the bottom and on the underneath supports. There is wood decking with half expanded metal grating for non-slip and wooden ladder rungs on the other half, this is in fair condition and replacement with mini mesh decking is recommended. The top aluminum transition plate with non-slip and the bottom apron that is aluminum with expanded metal grating are in good condition. This apron is running on the wood decking and UHMW runners are recommended. GANGWAY FLOATS Float A is an older wood float with decking, rub boards and bull rails with mostly tight bolts except for a few on the South side of the float that require tightening. There are 2 open pile wells with 3 wood piles/well that are in good condition, showing minimal wear on the piles and the UHMW rub boards. The seaplane landing bull rails have new yellow paint. The 2 safety ladders are in good condition. The float has good flotation. Gangway B is also an older painted steel structure in roughly the same condition and with the same wood decking and non-slip arrangement as Gangway A. The older steel roller and quide rails are rusty and in fair condition and the pillow blocks are also in fair condition. There is the same top transition plate with bottom apron as on Gangway A that are in good condition. Float B is and older wood float with decking, rub boards and new bull rails with mostly tight bolts on the shore side and worn and broken sections with loose bolts on the south side. Replacement of the bull rails on the south side is recommended. The flotation is also good with this float. There are 2 open pile wells under the gangway with 2 wood piles/well and 2 closed wells with 4 older wood piles/well, all in fair condition with minimal wear showing. There is older UHMW (?) in the wells that are checking but in fair condition. The 2 safety ladders are in good condition. Life Rings / OTHER INSPECTIONS Good, Approach, Wharfhead, Floats Lighting 2x Good, Floats A&B Heaving Lines Extinguishers May 2026, Notice Board **Unpaid Moorage** (expiry dates) > Tighten the bull rail bolts on Float A. **COMMENTS/INSTRUCTIONS** > Replacing the bull rails on Float B is recommended. > UHMW runners are recommended for gangway A's bottom apron.

> Replacing the decking on the 2 gangways with mini mesh decking is recommended.



DATE: 7/9/25 Retreat Cove Galiano DOCK FACILITY: INSPECTOR: **Peter Binner** Kiyoshi Okuda WHARFINGER: **√** ✓ Signage **Envelope Supply Notices Posted** Rates Posted **APPROACH** There is a steel mud grate at the head of the approach and there is a steady flow of rock and gravel being washed down the dirt road. Kiyo is hoping that there could be a way to divert this flow off to the side of the road instead of down the middle on to the approach. The painted (slightly faded) wood railings, unpainted bull rails and decking are in good condition. The painted wood notice board is in fair condition. The plexi glass hinged cover requires new hinges. Kivo will attend to this. Signage **Envelope Supply Notices Posted** Rates Posted WHARFHEAD N/A The gangway is an older steel structure with the usual amount of rust, wood decking, that has half expanded metal grating and half wood rungs providing a non slip surface which is in fair condition. The top and bottom steel transition plates have a non skid surface and along with new UHMW bottom runners, are in good condition. The old steel roller, guide rails and pillow blocks are in fair condition and the bearings do not require service at this time. GANGWAY FLOATS The older wood float with decking, rub boards and bull rails with tight bolts is in good condition. The 2 safety ladders are in good condition. At the gangway end there are 2 open pile wells on either side of the float with 3 wood piles/well. The 1st NW pile has roughly 30% wear and the 2nd pile has roughly 20% wear showing. The remaining piles have minimal wear. The open well has UHMW rub boards that are in good condition. The 2 closed pile wells at the end of the float have 3 wood piles/well with UHMW rub boards that are all in good condition with minimal wear showing. Life Rings / OTHER INSPECTIONS N/A Lighting Good, notice board Heaving Lines Extinguishers Unpaid Moorage January, 2026, notice board (expiry dates) > Monitor the worn piles. **COMMENTS/INSTRUCTIONS** > Can something be done to divert the flow of gravel from the road?



DATE: 7/9/25 Spanish Hills Galiano DOCK FACILITY: INSPECTOR: **Peter Binner** Dan White WHARFINGER: Rates Posted Signage **Envelope Supply Notices Posted APPROACH** ✓ Signage ✓ Envelope Supply **√** Notices Posted Rates Posted WHARFHEAD There is a large painted steel bollard at the head of the wharfhead preventing any vehicle traffic on the structure. The unpainted wood railings, bull rails and decking are in good condition. The new aluminum notice board is located next to the gangway to the float. There are no issues to report. The new aluminum gangway has aluminum top and bottom transition plates with a non skid surface, mini mesh decking and a new larger steel roller and pillow blocks. There are steel guide rails and 3 steel runners that are all in good condition but the steel runners are roughly 3' to 4' too short as the roller is coming off the back end of the runners at a very low tide. The new wood float has good flotation and is in good condition, no issues to report.

GANGWAY FLOATS

(expiry dates)

Life Rings / OTHER INSPECTIONS N/A Lighting Good, notice board Heaving Lines Extinguishers April 2026, notice board **Unpaid Moorage** 

**COMMENTS/INSTRUCTIONS** > Add extra length to the steel runners if necessary.



DATE: 7/9/25 Sturdies Bay Galiano DOCK FACILITY: INSPECTOR: **Peter Binner** Kiyoshi Okuda WHARFINGER: Signage **Envelope Supply Notices Posted** Rates Posted **APPROACH ✓** Signage ✓ Envelope Supply **√ Notices Posted** Rates Posted **√** WHARFHEAD The large painted steel bollard restricts any vehicle traffic to this wood decked structure with unpainted railings and bull rails that are in good condition for its age. There are some small areas of decking with minor developing rot. The painted wood noticpe board is in fair condition and fresh paint or replacement with an aluminum notice board is recommended. The fire extinguisher case is broken and requires replacement. The heavy old painted steel gangway has wood decking in poor condition with expanded metal grating on one half and wood ladder rungs for non slip on the other half. Replacement with mini mesh decking is highly recommended. There is a steel transition plate with fresh non skid paint at the top and an expanded metal grating apron at the bottom that are in good condition. There is very poor access to the steel roller and pillow blocks and the rusty steel guide rails are in fair condition. The roller bed boards are in poor condition and replacement is recommended. **GANGWAY FLOATS** The wood float with decking, rub boards and bull rails with tight bolts is heavily built and in fair condition for its age. There are 2 safety ladders at each end of the float that are in good condition. There is new yellow paint on the bull rails in the emergency/loading zone. There are 4 large pile wells with 6 wood piles / well. The piles generally have minimum wear except for a few in each corner that have roughly 20% wear. The closed wells are in good condition along with the UHMW rub boards. The flotation is good. Life Rings / OTHER INSPECTIONS Lighting Wharfhead Float / good Heaving Lines Extinguishers **Unpaid Moorage** July 2026 (expiry dates) > The gangway requires attention, see above. **COMMENTS/INSTRUCTIONS** > Replace the fire extinguisher case,



	- <sub>E:</sub> 7/8/25 Pector: <b>P</b> e	eter Binner	DOCK FACILI WHARFINGE		vartz Bay y Plante	
APPROACH	The approach is There are 4 lighthe lock box has	nt standards that are al	lso in good cond I the door is slig	ded) steel dition. The	aluminum no	sted are in good condition for their age. stice board is in good condition but a repaired before and a more secure
WHARFHEAD	Signage N/A	Envelope Supply	Notices P	osted	Rates Pos	sted
GANGWAY FLOATS	The old painted steel gangway is in good condition and has new mini mesh decking and is a huge improvement for the older users. The bottom expanded aluminum apron is in fair condition but there is a small area that has broken and also part of the aluminum frame has been damaged. While this is not a safety issue, repair or replacement is recommended. There is an old rusty steel roller with pillow blocks and steel guide rails that are in fair condition. The bearings do not require service at this time.  Float A is a newer wood float with decking, rub boards and bull rails with mostly tight bolts except for 1 bolt on the East side, just before the middle of the float. Tightening is required as this is the same area that had failed on the old float. Other wise, the bolts are in good condition on the float.  Float B is a newer wood float with decking, rub boards and bull rails with tight bolts that is in good condition. There is an aluminum transition plate between the floats and the applied non skid is in good condition. The lifting of one side of this plate is not so apparent as viewed. The loading zone bull rails have fresh yellow paint. The safety ladders on both floats have been cleaned and are in good condition.					
OTHER	Lighting  Extinguisher (expiry dates		oard	Hea	Rings / ving Lines aid Moorage	Good, notice board
COMMENTS/INSTRUCTIONS	> Repair or rep	pose bull rail bolt. lace the damaged lock lace the damaged gan				



# REPORT TO SOUTHERN GULF ISLANDS HARBOURS COMMISSION MEETING OF THURSDAY, OCTOBER 2, 2025

**SUBJECT** Bylaw No. 4709: Southern Gulf Islands Small Craft Harbours Regulation Amendment No. 10

### **ISSUE SUMMARY**

To advance Bylaw No. 4709, "Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 10, 2025", to revise fees included in Bylaw No. 2844, "Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000".

### **BACKGROUND**

Under Order-in-Council 100/97, dated January 24, 1997, and within the *Capital Regional District Regulation*, the Capital Regional District (CRD) was granted the additional power to establish, acquire, and operate a service of small craft harbour facilities. The service was established under Bylaw No. 2614, "Small Craft Harbour Facilities Local Service Establishment Bylaw No. 1, 1998".

The CRD Board established a system of regulations and operations for the function of small craft harbours in the Southern Gulf Islands under Bylaw No. 2844, "Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000".

An amending bylaw was last approved at the December 4, 2024 meeting of the Southern Gulf Islands Harbours Commission, which included a revision of moorage and related fees with an approximate increase of 15% that became effective January 1, 2025.

At the May 29, 2025 meeting of the Southern Gulf Islands Harbours Commission, the existing fees were discussed in advance of preparing the 2026 budget and 5-year financial plan. Staff have prepared an amending bylaw to be approved with proposed increases of between 5% and 17% based on the 2025 fees, for the different moorage rates and related fees. The annual charge fo the water taxis and float planes will be simplified from a \$70 admin fee and \$830 license fee (\$900 per dock) to a straight \$990 for a 10% increase. The 2026 bylaw amendment would be effective January 1, 2026.

### **ALTERNATIVES**

### Alternative 1:

The Southern Gulf Islands Harbours Commission recommends the Electoral Areas Committee recommend to the Capital Regional District Board:

- 1. That Bylaw No. 4709, "Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 10, 2025", be introduced and read a first, second, and third time.
- 2. That Bylaw No. 4709 be adopted.

### Alternative 2:

That the report be referred to staff for additional information.

### <u>IMPLICATIONS</u>

### Governance Implications

The updated fee schedule for 2026 is revised to be more consistent with industry standards and to account for inflation and cost escalations associated with operating the service. Updated fees will continue to be collected from the users of the facilities. Combined, these changes will further improve the ability to manage the service and increase the financial resources available. The Southern Gulf Islands Harbours Commission's budget for 2026 is structured based on a 10% increase in the revenues, which is based on the budgeted revenue for each dock from the 2025 moorage revenue.

### Financial Implications

In general, compared to the 2025 amendment fees, the moorage and related fees have been increased between 5% and 17% (inclusive of applicable taxes), with variations due to rounding. For a streamlined process the fee structure for water taxis, charter boats and seaplanes are now aligned rather than having two fee structures. The monthly fee option for water taxis and charter boats has been removed as it was not being used. The annual licence fee for water taxis, charter boats, and seaplanes are now combined with the charge, rather than a separate fee and charge.

### **CONCLUSION**

Bylaw No. 4709 amends "Capital Regional District Southern Gulf Islands Small Craft Harbours Commission Regulation Bylaw No. 1, 2000" to update the moorage and related fees for 2026. Updating the bylaw will ensure moorage rates and related fees are appropriate for the current industry standards and provide additional funds to maintain, repair, and operate the docks.

### **RECOMMENDATIONS**

The Southern Gulf Islands Harbours Commission recommends the Electoral Areas Committee recommend to the Capital Regional District Board:

- 1. That Bylaw No. 4709, "Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 10, 2025", be introduced and read a first, second, and third time.
- 2. That Bylaw No. 4709 be adopted.

Submitted by:	Stephen Henderson, MBA, P.G.Dip Eng, BSc, General Manager, Electoral Area Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Varinia Somosan, CPA, CGA, Acting Chief Financial Officer
Concurrence:	Ted Robbins, Chief Administrative Officer

### **ATTACHMENTS**

Appendix A: Bylaw No. 4709, "Capital Regional District Southern Gulf Islands Harbours

Commission Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 10, 2025"

Appendix B: Bylaw No. 2844, "Capital Regional District Southern Gulf Islands Small Craft

Harbours Regulation Bylaw No. 1, 2000", unofficial consolidation redlined showing

changes

Appendix C: Southern Gulf Islands Harbours Proposed Rates (2026)

CPSS-323015986-2848

## CAPITAL REGIONAL DISTRICT BYLAW NO. 4709

*****	*************	*****	**********	*******
A BY	LAW TO AMEND THE HARBOURS	FEES AN	ID CHARGES BYLAW (	BYLAW NO. 2844)
*****	*************	*****	*********	******
WHE	REAS:			
Α.	Under Bylaw No. 2844, "Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000", the Regional Board established a commission to acquire and operate small craft harbour facilities;			
В.	The Bylaw requires updating to resince January 2025; and	vise the ex	isting fee schedule which	n has been in place
C	C. The Board wishes to amend Bylaw No. 2844 to ensure industry-appropriate moorage rate and fees are being charged and provide additional funds to maintain, repair, and operat the services;			
	THEREFORE, the Capital Regions s as follows:	al District	Board in open meeting	assembled hereby
R	ylaw No. 2844, "Capital Regional egulation Bylaw No. 1, 2000", is heanuary 1, 2026:			
	(a) By replacing the word "two"	' in section	25(4) with the word "thre	ee";
	(b) By replacing Schedule "A" bylaw.	in its enti	rety with the Schedule ",	A" attached to this
	nis bylaw may be cited for all purpos arbours Commission Regulation Byla			
READ	A FIRST TIME THIS	th	day of	202_
READ	A SECOND TIME THIS	th	day of	202_
READ	A THIRD TIME THIS	th	day of	202_
ADOF	PTED THIS	th	day of	202_

CORPORATE OFFICER

CHAIR

### SCHEDULE "A" Bylaw No. 2844

### **Capital Regional District Southern Gulf Islands Harbours**

### FEES AND LICENSES

### 1. **DEFINITIONS**

"charter boat" means any vessel or watercraft used to transport passengers who have paid a fee for tourism services including, but not limited to, fishing, whale watching, sightseeing or diving;

"dinghy" means an open boat with a maximum length of 12 feet, excluding outboard motor, having a beam of no more than 6 feet and a motor of not more than 25 horsepower and the dry weight/hull weight is at, or under, 300 pounds;

"emergency service vessel" means a police, fire, search and rescue, or ambulance vessel and any other vessel acting in the aforementioned capacities;

"length" means the overall length of a vessel or watercraft as determined by the Ports Manager or wharfinger;

"month" means a period commencing on a date in one month and terminating on the day immediately preceding the same date in the next month or, if there is no corresponding date in the next month, terminating on the last day of that month;

"moorage" means a charge for mooring;

"quarter" means three months;

"reserved berth" means a section of a dock identified by a 'Reserved' sign on the tie-rail;

"resident" means person who satisfies the conditions of residency established in section 67 of the *Local Government Act* in respect of the Southern Gulf Islands Electoral Area;

"short-term zone" means a section of a dock identified by a "short-term zone" sign on the tie rail;

"springline" means a special moorage arrangement where the vessel is bow tied to the dock and stern tied to an approved, weighted pulley line.

"water taxi" means any vessel or watercraft used to transport passengers or material for a fee.

- 2. MOORAGE FEES (All moorage fees include applicable taxes)
  - (a) (i) Moorage Fees from 3 to 12 hours, normally commencing and ending between **8:00 AM** and **8:00 PM** of the same day:

\$0.70 per lineal foot per day.

(ii) Moorage Fees from 12+ to 24 hours or overnight:

### \$1.25 per linear foot.

- (b) Prepaid Long-Term Moorage Fees
  - (i) The prepaid monthly moorage fee is \$7.50 per lineal foot per month.
  - (ii) The prepaid quarterly moorage fee is \$20.00 per lineal foot per quarter.
  - (iii) The prepaid annual moorage fee is \$70.50 per lineal foot per year.
  - (iv) Despite subsections (i), (ii) and (iii), no person in control of a vessel or watercraft shall moor at a Short-Term Zone or at the Swartz Bay dock for longer than 72 consecutive hours in a 30-day period.
  - (v) Where a resident has obtained a monthly, quarterly or annual moorage license prescribed in Schedule "C", that resident may apply for a monthly, quarterly or annual moorage for the same vessel at a second dock for an additional payment of one half the moorage fee paid at the first dock.
- (c) Long-term moorage fees for a dinghy bow-tied at a dock area posted with a sign saying "dinghies only" shall be as follows:
  - (i) The prepaid monthly moorage fee is \$40.00.
  - (ii) The prepaid quarterly moorage fee is \$100.00.
  - (iii) The prepaid annual moorage fee is \$350.00.
- (d) Springline Moorage Fees

Where a springline moorage system has been approved by the CRD the following rates will apply for boats up to 14 feet in length and 8 feet wide:

- (i) Monthly fee is \$100.00 per month.
- (ii) Quarterly fee is \$265.00 per quarter.
- (e) Short-Term Zone Fees

Where a short-term zone exists on a dock, the daily rate will apply. No monthly, quarterly or annual rates are available for these zones.

### 3. WATER TAXI AND CHARTER BOATS MOORAGE FEES

- (a) A person in control of a water taxi or charter boat mooring or landing at a dock shall obtain from the CRD in the form prescribed in Schedule "D" an annual license and pay an annual fee set out in section 3(b) and (c) below.
- (b) (i) Loading and Unloading Water Taxis and Charter Boats:

Landings Per Year Per Dock	Annual Fee Per Dock
0 - 5	\$25.00 per landing
6 - 49	\$400.00
50 -199	\$680.00
200+	\$990.00

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (c) The moorage fees for water taxis or charter boats are the same as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) and 2(d) except the monthly, quarterly and annual fees, moorage coupon books and commuter passes are available only to an operator of a water taxi or charter boat who is a resident of the Southern Gulf Islands Electoral Area.
- (d) Where a person has obtained a license to operate a water taxi or charter boat and pays annual landing fees and provides a regularly scheduled published service between two docks listed in Schedule "B" using the same vessel no landing fees are required on the second dock.

### 4. <u>SEAPLANES</u>

(a) A person in control of a seaplane shall obtain from the CRD an annual license prescribed in Schedule "E" and pay an annual fee set out in section 4(b) below.

(b) (i) Loading and Unloading Seaplanes:

Landings Per Year Per Airport	Annual Fee per Airport
0 – 5	\$25.00 per landing
6 – 49	\$400.00
50 -199	\$680.00
200+	\$990.00

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (c) Seaplane Moorage Fees: Not Available

### 5. <u>EMERGENCY VESSEL MOORAGE FEES</u>

- (a) A person in control of an emergency services vessel shall apply for a license as prescribed in Schedule "D" each year.
- (b) Emergency Service Vessels, when not performing emergency services, shall be subject to the same moorage fees as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).
- (c) Emergency Service Vessels, while actively performing emergency services, will not be subject to the fees prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).

### 6. RESERVED BERTHS

The moorage fee for reserved berths is 1.5 times the applicable (quarterly and annual) moorage fee as prescribed in Schedule "A".

### 7. REMOVAL AND IMPOUNDMENT

The following fees, costs and expenses shall be paid by the owner of a vessel, chattel or obstruction removed, detained or impounded pursuant to Sections 39 to 44 of this Bylaw:

(a)	Impoundment Fee	\$200.00 or actual cost
(b)	Towing Fee per hour (for towing or removal to	\$350.00 or actual cost
	storage location)	
(c)	Hauling Out Fee per hour	\$350.00 or actual cost
(d)	Fee for Placing on Blocks/Removal from Trailer	\$350.00 or actual cost
	(fee per hour)	
(e)	Salvage Fee \$/hour	\$540.00 or actual cost
(f)	Storage Costs for Vessel (rate per day per foot)	\$6.50 or actual cost

At CRD's option, it can select the fee or the actual cost, whichever is greater. "Actual cost" is the actual cost if provided directly by CRD or by a third party contractor, calculated on a cost recovery basis, including any applicable fees, charges, or taxes. CRD may charge an additional 10% on top of fees or actual costs to cover administrative tasks and time spent.

# CAPITAL REGIONAL DISTRICT BYLAW NO. 2844

# CAPITAL REGIONAL DISTRICT SOUTHERN GULF ISLANDS SMALL CRAFT HARBOURS REGULATION BYLAW NO. 1, 2000

(As Amended by Bylaws No. 2905, 3233, 3295, 3417, 3586, 3651, 3814, 4469, 4655, 4709)

A Bylaw to Regulate Docks Operated by the Capital Regional District on the Southern Gulf Islands

For technical enquiries regarding this bylaw, please contact:

CRD, Manager of Southern Gulf Island Small Craft Harbours Telephone 250-360-3000

For reference to original bylaws and amendments, or for further details, please contact Legislative Services, Capital Regional District, 625 Fisgard Street, PO Box 1000, Victoria, BC V8W 2S6

### CAPITAL REGIONAL DISTRICT

### **BYLAW NO. 2844**

**WHEREAS** the Capital Regional District has established the local service to acquire and operate small craft harbour facilities:

**NOW THEREFORE**, the Capital Regional District Board in open meeting assembled, enacts as follows:

### 1.1. DEFINITIONS IN THIS BYLAW

- "abandoned" means leaving a vessel or watercraft at a dock without payment of moorage for a period in excess of 45 days or within a 30 day notice period failure to remove the vessel under its own power for a period of at least 1 hour in the presence of the wharfinger or CRD;
- "airport" means a dock or portion of a dock designated for use by seaplanes and identified by a red triangle on the dock surface, or yellow painted tie rail or other identifying marking;
- "authorized personnel" includes the wharfingers, Royal Canadian Mounted Police and Capital Regional District bylaw enforcement officers;

[Bylaw 4469]

- "berth" means a location at a dock where a vessel or watercraft may be moored;
- "Board" means the Board of Directors of the Capital Regional District;
- "business" means a commercial or industrial undertaking of any kind or nature or the providing of professional, personal or other services for the purpose of gain or profit;
- "Commission" means the Southern Gulf Islands Harbours Commission as established by the Southern Gulf Islands Harbour Commission Bylaw, 2002, whose duties include planning, acquisition, development, restructure maintenance and operation of said harbours to serve the residents of the Southern Gulf Islands;
- "CRD" means the Capital Regional District;
- "dangerous goods" means dangerous goods as defined in section 1 of the *Transport of Dangerous Goods Act*;
- "dock" means a landing pier for vessels and watercraft, including a wharf, floating or fixed structures, and includes those facilities listed in Schedule "B";

[Bylaw 4469]

• "emergency personnel" includes any person, group or organization required by provincial or federal statute to respond to emergency situations;

- "emergency vehicle" means police vehicle, ambulance or fire department vehicle;
- "explosive" has the same meaning as in the *Explosives Act*, RSC 1985, c E-17;
- "overall length of vessel" means the overall measurement of the vessel's length, including bowspirit and engine, and includes any other extensions or attachments of the vessel from the bow or stern, including pod engines, tenders, or attachments.
- "liquor" has the same meaning as in the *Liquor Control and Licensing Act*, SBC 2015 c 19 of British Columbia;
- "loading zone" means that area of a dock used solely for loading and unloading, emergency use, passengers, supplies or freight and identified by a yellow painted tie-rail or other identifying marking;

[Bylaw 4469]

- "moor" means to secure a vessel or watercraft by means of lines, cables or anchors;
- "Service" means the CRD service established under Bylaw No. 2614, "Small Craft Harbour Facilities Local Service Establishment Bylaw No. 1, 1998";

[Bylaw 4469]

- "Southern Gulf Islands Electoral Area" means the area of land defined as the Southern Gulf Islands Electoral Area in the Capital Regional District Letters Patent;
- "proof of residency" means:
- (a) a British Columbia drivers license containing an address in the Southern Gulf Islands Electoral Area; or
- (b) a real property tax notice issued under the *Local Government Act* or the *Taxation (Rural Area) Act* to an address in the Southern Gulf Islands Electoral Area; or
- (c) a utility bill issued for the supply of electricity, natural gas, water, telephone services or cable services to an address in the Southern Gulf Islands Electoral Area;
- "resident" means a person who satisfies the conditions of residency established in section 67 of the *Local Government Act* in respect of the Southern Gulf Islands Electoral Area;

[Bylaw 4469]

- "raft" means the mooring of one vessel or watercraft along side another;
- "seaplane" means an aircraft on floats whether operated privately or commercially;
- "springline" means a special moorage arrangement where the vessel is bow tied to the dock and stern tied to an approved, weighted pulley line;
- "transient moorage" means that area of a dock used solely for short-term moorage of not greater than 3 consecutive days, or 7 days in a month, and identified by a blue painted tie-rail or other identifying markings;

[Bylaw 4469]

- "vessel" means any ship or boat or any other description of vessel which is or can be propelled by machinery, except a seaplane, and used or designed to be used in navigation;
- "watercraft" means any ship or boat or any other description of vessel that is not propelled by machinery and is used or designed to be used in navigation;
- "wharfinger" means a person contracted or appointed by the CRD to collect moorage and to conduct day to day operation of a dock or docks.

[Bylaw 4469]

### **APPLICATION**

1.2. This bylaw applies to all docks, waterlots and other facilities or lands owned, operated, leased, or licenced by CRD for the purposes of the Service.

[Bylaw 4469]

### **ENFORCEMENT POWERS**

- 2. All authorized personnel may enforce this bylaw in the course of their duties.
- 3. Any authorized personnel may order a person who does anything contrary to this bylaw to leave a dock immediately, or within a period of time specified by the authorized personnel, and every person so ordered shall comply with the order and leave the dock immediately or within the specified time period.
- 4. No person shall hinder, oppose, molest or obstruct authorized personnel in the discharge of their duties.
- 5. Authorized personnel and emergency personnel, while acting in the course of their duties, as well as emergency vehicles, are exempt from the provisions of this bylaw.

### **FINES**

6. A person who contravenes this bylaw commits an offence and is liable on conviction to a fine of not less than \$50.00 and not more than the maximum prescribed by the *Offence Act*.

### PUBLIC CONDUCT

- 7. No person shall obstruct or interfere with any person, vessel or watercraft lawfully using a dock.
- 8. No person shall behave in a disorderly, dangerous or offensive manner including, but not limited to, diving or jumping from a dock, wharf or pier or swimming in the water-lot around the dock.

### NOISY ACTIVITIES

9. No person shall while on or moored at a dock, or while in the waterlot around a dock, make or cause noises or sounds including the playing of musical instruments, radios, tape players, compact disc players or similar devices or operate any equipment, vehicles, vessels, watercraft or machinery which disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.

[Bylaw 4469]

### **LIQUOR**

10. No person shall possess an open container of liquor on a dock.

### **SIGNS**

11. No person shall place, post or erect a sign on a dock unless with permission of the CRD.

[Bylaw 4469]

### **DAMAGE**

- 12. No person shall remove, destroy or damage any dock or structure or sign attached to a dock.
- 13. No person shall remove, destroy or damage any notices, rules or regulation posted on a dock by or under the authority of the CRD.
- 14. No person shall deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a dock or in the water surrounding a dock.

### **STORAGE**

15. No person shall store any material of any kind, including a watercraft, to or on the surface of a dock unless it is designated by a sign as a storage area.

### **LOADING ZONE**

- 16. No person shall cause a vessel or watercraft to be left unattended at a loading zone.
- 17. No person shall cause a vessel or watercraft to remain moored in a loading zone for a period in excess of 15 minutes and every person not in possession of a valid Schedule "D" licence shall immediately vacate a loading zone to make room for a person in possession of a Schedule "D" licence.

### **AIRPORT**

- 18. No person shall moor to an airport, except where the airport includes a loading zone.
- 19. Notwithstanding section 18, where an airport includes a loading zone, the person having control of a vessel or watercraft being moored in the airport which includes the loading zone shall immediately vacate the loading zone upon the approach of an aircraft intending to use the airport.

### **VEHICLES**

- 20.
- (1) No person shall drive a vehicle on a dock except for the express purpose of loading or unloading or the vehicle is being used for the purpose of repairing or maintaining the dock.
- (2) Despite section 20.(1), the CRD may cause to be posted a sign prohibiting a person from driving a vehicle on a dock for any purpose.
- 21. No person shall park a vehicle or leave a vehicle unattended on a dock.

### **COMMERCIAL SERVICES**

- 22. No person shall sell, expose or display for sale any goods or materials including refreshments, or conduct any business on a dock except where authorized by the CRD.
- 23. Persons conducting any business authorized by the CRD shall obtain and pay for a license in accordance with Schedule "A".

### **CONSTRUCTION**

24. No person shall build upon or place any structure on a dock except where authorized by the CRD.

### **FEES**

25.

- (1) A person in control of a vessel or watercraft, which is moored at a dock for less than three hours in any 24-hour period, shall not pay a moorage fee.
- (2) A person in control of a vessel or watercraft moored at a dock in excess of three hours but less than 12 hours in a 24 hour period shall pay to the CRD the moorage fees prescribed in Schedule "A" section 2(a)(i), shall pay with a coupon as prescribed in Schedule "A" section 2(b) or shall pay with a commuter pass as prescribed in Schedule "A" section 2(c).
- (3) A person in control of a vessel or watercraft moored at a dock in excess of 12 hours in any 24-hour period or after 8 p.m. shall pay to the CRD the moorage fees prescribed in Schedule "A" section 2(a)(ii).
- (4) A person in control of a vessel or watercraft moored at a dock shall pay to the CRD all applicable moorage fees within two-three hours of mooring the vessel or watercraft to a dock.
- (5) A person in control of a vessel or watercraft who is a resident of the Southern Gulf Islands Electoral Area and can show proof of residency to the CRD and who intends to moor at a dock in excess of 24 hours may obtain from the CRD a monthly, quarterly or annual license as prescribed in Schedule "C" and pay to the CRD the moorage fees as prescribed in Schedule "A" section 2(d), (e) or (f) whichever section is applicable.
- (6) A person in control of a seaplane, water taxi, emergency vessel, or charter vessel or watercraft, intending to use a dock shall obtain from the CRD a license as prescribed in Schedules "D" or "E" and pay to the CRD the fees prescribed in Schedule "A" section 3, section 4 or section 5 whichever section is applicable.

### **DANGEROUS GOODS**

- 26. No vessel or watercraft carrying dangerous goods or explosives shall moor at a dock for longer than is necessary to effect immediate loading or unloading.
- 27. No vessel or watercraft carrying dangerous goods or explosives moored at a dock shall be left unattended.

### RESPONSIBILITY

28. For the purpose of these regulations, the person having charge of a vessel or watercraft is deemed to be responsible for the vessel or watercraft and the action of its crew or passengers, as directed by signage at the facility.

[Bylaw 4469]

### RESERVED BERTH

29. At the discretion of the CRD, a section of dock may be reserved for the exclusive use of a vessel or watercraft on condition that the person in control of the vessel or watercraft obtain a license from the CRD prescribed in Schedule C or D and pay to the CRD the moorage fees prescribed in Schedule "A", section 6.

### **DOCK MANAGEMENT**

- 30. In order to facilitate the proper management, control and use of a dock, the CRD may establish specific mooring conditions to various sections of a dock, and a Wharfinger or CRD may order a vessel or watercraft to move or alter its position.
- 31. The wharfinger or CRD, at their discretion, may order that any vessel or watercraft is not allowed to moor to the dock.

[Bylaw 4469]

32. When required by limited mooring space any person in charge of a vessel or watercraft may raft the vessel or watercraft provided that no more than two vessels or watercrafts are rafted or such lower or higher number of vessels or watercrafts as specified by the CRD and sign posted at the dock.

### **ABANDONMENT**

- 33. No person shall abandon a vessel or watercraft at a dock.
- 34. Where the CRD or wharfinger believes a vessel or watercraft has been abandoned at a dock, and has made reasonable efforts to obtain the name and address of the owner or person last in charge of the vessel or watercraft, the wharfinger shall make a report to the CRD with recommendations for the removal of the abandoned vessel or watercraft.

[Bylaw 4469]

### **OBSTRUCTION**

- 35. The CRD or a wharfinger may direct the position, time, place and manner in which a vessel or watercraft may be moored, loaded or unloaded at a dock.
- 36. Except as permitted by the CRD or wharfinger, no person shall moor a vessel or watercraft at a dock in such a manner as to unduly obstruct the movement of other vessels or watercraft.
- 37. Except as permitted by the CRD or wharfinger, the lines fastening a vessel or watercraft to a dock shall not cross the dock or be attached to anything other than the fastenings provided for the purpose.
- 38. Except as permitted by the CRD or wharfinger, no person shall:
  - (1) use the surface of a dock for any major maintenance or repair work; or
  - (2) do any other thing in such a manner as to impede the use of the dock.

[Bylaw 4469]

### REMOVAL AND IMPOUNDMENT OF VESSELS, WATERCRAFT, CHATTELS, AND OBSTRUCTIONS

39. The CRD and wharfinger is authorized to remove and impound, or cause to be removed and impounded, any vessel, chattel or obstruction that occupies a dock or waterlot in contravention of this Bylaw.

- 40. Any vessel, chattel or obstruction removed and impounded under this section may be recovered by the owner upon presenting proof of ownership and upon payment in full of all costs incurred by the CRD in removing and impounding (including storing) and any fines owing by the owner under this Bylaw.
- 41. If a vessel, chattel or obstruction is removed and impounded, the CRD shall make reasonable efforts to obtain the name and address of the owner of the vessel, chattel or obstruction and:
  - (1) If the name and address of the owner is determined, the CRD shall give written notice delivered in person to the owner or sent by registered mail to the owner advising the owner of the removal and impoundment, the sum payable to release the vessel, chattel or obstruction and the date for sale by public auction, other means preferred by CRD, or disposition under section 42, as applicable, if unclaimed; or
  - (2) if the identity of the owner is not determined or if delivery under 41(1) cannot be confirmed, the CRD shall cause a notice to be posted at the relevant wharf advising of the removal and impoundment, the sum payable to release the vessel and the planned date for sale by public auction, other means preferred by CRD, or disposition under section 42, as applicable, if unclaimed.

[Bylaw 4469]

- 42. The fees, costs and expenses payable by the owner of a vessel, chattel or obstruction removed and impounded under this section are set out in Schedule "A" to this Bylaw.
- 43. A sign at each wharf shall notify the public that vessels, chattels and obstructions occupying the wharf and surrounding waterlot in contravention of this Bylaw, may be removed and impounded by or on behalf of the CRD at the cost of the owner and may be sold at public auction or means preferred by CRD, or otherwise disposed of if unclaimed. The failure to post such a sign or ensure it remains posted shall not impair the CRD's ability to recover fees, costs, or expenses under this bylaw nor shall it impair the ability to remove, impound, sell, or otherwise dispose of vessels, chattels, and obstructions.
- 44. The CRD may engage the services of a bailiff to remove, impound and auction or otherwise dispose of vessels, chattels and other obstructions under this section and sections 45 to 48.

[Bylaw 3586, 4469]

## PUBLIC AUCTION AND SALE

45. Any vessel, chattel or obstruction not claimed by its owner, including where the CRD has been unable to determine the owner's identity, within 30 days of notice under section 41 may be sold at a public auction and such auction shall be advertised at least once in a newspaper distributed at least bi-monthly in the Southern Gulf Island Electoral Area.

[Bylaw 4469]

- 46. The proceeds of such auction sale shall be applied firstly to the cost of the sale, secondly to all unpaid fees, costs and expenses levied in accordance with this Bylaw.
- 47. If any vessel, chattel or obstruction is not offered for sale or purchased at public auction under this section, the expenses incurred in the removal, impoundment or disposal, are recoverable as a debt due to the CRD

from the owner.

48. If the CRD considers that a vessel, chattel or obstruction removed and impounded from a wharf is of insufficient value to warrant an auction or that other means are preferred by CRD to dispose of the property, such as private sale or sale through a broker, subsequent to the Commission's approval by resolution, the CRD may dispose of the vessel, chattel or obstruction if unclaimed after 2 months following notice under section 41 and any money obtained through such disposition shall be dealt with in accordance with section 40.

[Bylaw 4469]

### CRD AND WHARFINGER

49.

- (1) The wharfinger, under the direction of the CRD, is responsible for the operational oversight and administration of the docks and may post notices and give such orders, in respect of the operation of the dock, as are authorized by these regulations.
- (2) No person shall contravene:
  - (a) an order of the CRD or a wharfinger given under subsection (1); or
  - (b) the directions or instructions on any sign posted under subsection (1).
- (3) Where a vessel, watercraft or goods are not removed from a dock immediately after the removal thereof is ordered by the CRD or a wharfinger, the CRD or wharfinger may have the vessel, watercraft or goods removed from the dock at the owner's expense.
- (4) An order of the CRD prevails over an order of a wharfinger.
- (5) The wharfinger is authorized to administer and sign on behalf of the CRD the License Agreements contained in Schedules "C", "D" and "E".
- (6) The Wharfingers are authorized to administer and sign on behalf of the CRD the License Agreement contained in Schedule "C".

[Bylaw 4469]

### **SEVERANCE**

50. If a section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid, by the decision of any Court, such decision shall not affect the validity of the remaining portions of this Bylaw.

#### **SCHEDULES**

51. Schedules "A" to "E" inclusive of this Bylaw are attached hereto and form part of this Bylaw.

### **CITATION**

52. This Bylaw may be cited as "Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000".

READ A FIRST TIME THIS	22nd	day of	November	2000
READ A SECOND TIME THIS	22nd	day of	November	2000
READ A THIRD TIME THIS	22nd	day of	November	2000

ADOPTED THIS 13th day of December 2000.

Christopher M. CaustonCarmen I. ThielCHAIRSECRETARY

# SCHEDULE "A" Bylaw No. 2844

(Bylaw 4469)

### Capital Regional District Southern Gulf Islands Harbours

### **FEES AND LICENSES**

#### 1. **DEFINITIONS**

"charter boat" means any vessel or watercraft used to transport passengers who have paid a fee for tourism services including, but not limited to, fishing, whale watching, sightseeing or diving;

"dinghy" means an open boat with a maximum length of 12 feet, excluding outboard motor, having a beam of no more than 6 feet and a motor of not more than 25 horsepower and the dry weight/hull weight is at, or under, 300 pounds;

"emergency service vessel" means a police, fire, search and rescue, or ambulance vessel and any other vessel acting in the aforementioned capacities;

"length" means the overall length of a vessel or watercraft as determined by the Ports Manager or wharfinger;

"month" means a period commencing on a date in one month and terminating on the day immediately preceding the same date in the next month or, if there is no corresponding date in the next month, terminating on the last day of that month:

"moorage" means a charge for mooring;

"quarter" means three months;

"reserved berth" means a section of a dock identified by a 'Reserved' sign on the tie rail;

"resident" means person who satisfies the conditions of residency established in section 67 of the *Local Government Act* in respect of the Southern Gulf Islands Electoral Area;

"short term zone" means a section of a dock identified by a "short term zone" sign on the tie rail;

"springline" means a special moorage arrangement where the vessel is bow tied to the dock and stern tied to an approved, weighted pulley line.

"water taxi" means any vessel or watercraft used to transport passengers or material for a fee.

2.	<u>MO(</u>	ORAGE I	FEES (All moorage fees include applicable taxes)
	<del>(a)</del>	(i)	Moorage Fees from 3 to 12 hours, normally commencing and ending between <b>8:00 AM</b> and <b>8:00 PM</b> of the same day:
			\$0.60 per lineal foot per day.
		(ii)	Moorage Fees from 12+ to 24 hours or overnight:
			\$1.15 per linear foot.

	<del>(b)</del>	Prepa	id Long Term Moorage Fees
		<u>(i)</u>	The prepaid monthly moorage fee is \$6.70 per lineal foot per month.
		(ii)	The prepaid quarterly moorage fee is \$18.00 per lineal foot per quarter.
		(iii)	The prepaid annual moorage fee is \$64.00 per lineal foot per year.
		<del>(iv)</del>	Despite subsections (i), (ii) and (iii), no person in control of a vessel or watercraft shall moor at a Short Term Zone or at the Swartz Bay dock for longer than 72 consecutive hours in a 30-day period.
		(v)	Where a resident has obtained a monthly, quarterly or annual moorage license prescribed in Schedule "C", that resident may apply for a monthly, quarterly or annual moorage for the same vessel at a second dock for an additional payment of one half the moorage fee paid at the first dock.
	<del>(c)</del>	Long- only"	term moorage fees for a dinghy bow tied at a dock area posted with a sign saying "dinghies shall be as follows:
		<del>(i)</del>	The prepaid monthly moorage fee is \$35.00.
		<del>(ii)</del>	The prepaid quarterly moorage fee is \$90.00.
		<del>(iii)</del>	The prepaid annual moorage fee is \$325.00.
	<del>(d)</del>	Spring	gline Moorage Fees
		Wher	re a springline moorage system has been approved by the CRD the following rates will apply pats up to 14 feet in length and 8 feet wide:
		<del>(i)</del>	Monthly fee is \$87.00 per month.
		<del>(ii)</del>	Quarterly fee is \$242.00 per quarter.
	<del>(e)</del>	Short	Term Zone Fees
			e a short term zone exists on a dock, the daily rate will apply. No monthly, quarterly or annual are available for these zones.
3.	WAT	ER TAX	II AND CHARTER BOATS MOORAGE FEES
	<del>(a)</del>	the CI	son in control of a water taxi or charter boat mooring or landing at a dock shall obtain from RD in the form prescribed in Schedule "D" a license at a cost of \$70.00 per annum in addition fees set out in section 3(b) and (c) below.
	<del>(b)</del>	<del>(i)</del>	Loading and Unloading Water Taxis and Charter Boats:
			Landings/month/dock Monthly Fee Annual Fee
			0-2 No charge N/A

3-15	\$31.00	\$300.00
16-30	\$52.00	\$510.00
31+	\$85.00	\$830.00
The prepaid annual fee is based	<del>l on estimated</del>	annual usage.

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (c) The moorage fees for water taxis or charter boats are the same as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) and 2(d) except the monthly, quarterly and annual fees, moorage coupon books and commuter passes are available only to an operator of a water taxi or charter boat who is a resident of the Southern Gulf Islands Electoral Area.
- (d) Where a person has obtained a license to operate a water taxi or charter boat and pays monthly or annual landing fees and provides a regularly scheduled published service between two docks listed in Schedule "B" using the same vessel no landing fees are required on the second dock.

### 4. SEAPLANES

- (a) The loading and unloading fee for casual use by seaplanes is \$23.00 per landing in excess of 2 landings per airport per year.
- (b) A person in control of a seaplane shall obtain from the CRD a license prescribed in Schedule "E" for a fee of \$70.00per annum and in addition, may pay to the CRD the following prepaid annual fee for recurring use:

Landings per year per Airport	Annual Fee per Airport
Landings per year per miport	Annual I ee pel Amport
3 48	<del>\$310.00</del>
49 200	\$600.00
<del>200+</del>	<del>\$830.00</del>

- (c) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (d) Seaplane Moorage Fees: Not Available

### 5. EMERGENCY VESSEL MOORAGE FEES

- (a) A person in control of an emergency services vessel shall apply for a license as prescribed in Schedule "D" each year.
- (b) Emergency Service Vessels, when not performing emergency services, shall be subject to the same moorage fees as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).
- (c) Emergency Service Vessels, while actively performing emergency services, will not be subject to the fees prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).

#### 6. RESERVED BERTHS

The moorage fee for reserved berths is 1.5 times the applicable (quarterly and annual) moorage fee as prescribed in Schedule "A".

### 7. REMOVAL AND IMPOUNDMENT

The following fees, costs and expenses shall be paid by the owner of a vessel, chattel or obstruction removed, detained or impounded pursuant to Sections 39 to 44 of this Bylaw:

<del>(a)</del>	Impoundment Fee	\$175.00 or actual cost
<del>(b)</del>	Towing Fee per hour (for towing or removal to storage	\$320.00 or actual cost
	<del>location)</del>	
<del>(c)</del>	Hauling Out Fee per hour	\$320.00 or actual cost
<del>(d)</del>	Fee for Placing on Blocks/Removal from Trailer (fee per	\$320.00 or actual cost
	hour)	
<del>(e)</del>	Salvage Fee \$/hour	\$490.00 or actual cost
<del>(f)</del>	Storage Costs for Vessel (rate per day per foot)	\$6.05 or actual cost

At CRD's option, it can select the fee or the actual cost, whichever is greater. "Actual cost" is the actual cost if provided directly by CRD or by a third party contractor, calculated on a cost recovery basis, including any applicable fees, charges, or taxes. CRD may charge an additional 10% on top of fees or actual costs to cover administrative tasks and time spent.

# SCHEDULE "A" Bylaw No. 2844

### **Capital Regional District Southern Gulf Islands Harbours**

### **FEES AND LICENSES**

#### 1. **DEFINITIONS**

"charter boat" means any vessel or watercraft used to transport passengers who have paid a fee for tourism services including, but not limited to, fishing, whale watching, sightseeing or diving;

"dinghy" means an open boat with a maximum length of 12 feet, excluding outboard motor, having a beam of no more than 6 feet and a motor of not more than 25 horsepower and the dry weight/hull weight is at, or under, 300 pounds;

"emergency service vessel" means a police, fire, search and rescue, or ambulance vessel and any other vessel acting in the aforementioned capacities;

"length" means the overall length of a vessel or watercraft as determined by the Ports Manager or wharfinger;

"month" means a period commencing on a date in one month and terminating on the day immediately preceding the same date in the next month or, if there is no corresponding date in the next month, terminating on the last day of that month;

"moorage" means a charge for mooring;

"quarter" means three months;

"reserved berth" means a section of a dock identified by a 'Reserved' sign on the tie-rail;

"resident" means person who satisfies the conditions of residency established in section 67 of the *Local Government Act* in respect of the Southern Gulf Islands Electoral Area;

"short-term zone" means a section of a dock identified by a "short-term zone" sign on the tie rail;

"springline" means a special moorage arrangement where the vessel is bow tied to the dock and stern tied to an approved, weighted pulley line.

"water taxi" means any vessel or watercraft used to transport passengers or material for a fee.

2.	MOC	RAGE I	FEES (All moorage fees include applicable taxes)
	<u>(a)</u>	(i)	Moorage Fees from 3 to 12 hours, normally commencing and ending between <b>8:00 AM</b> and <b>8:00 PM</b> of the same day:
			\$0.70 per lineal foot per day.
		(ii)	Moorage Fees from 12+ to 24 hours or overnight:
			\$1.25 per linear foot.
	<u>(b)</u>	Prepa	id Long-Term Moorage Fees
		(i)	The prepaid monthly moorage fee is \$7.50 per lineal foot per month.
		(ii)	The prepaid quarterly moorage fee is \$20.00 per lineal foot per quarter.
		(iii)	The prepaid annual moorage fee is \$70.50 per lineal foot per year.
		(iv)	Despite subsections (i), (ii) and (iii), no person in control of a vessel or watercraft shall moor at a Short-Term Zone or at the Swartz Bay dock for longer than 72 consecutive hours in a 30-day period.
		(v)	Where a resident has obtained a monthly, quarterly or annual moorage license prescribed in Schedule "C", that resident may apply for a monthly, quarterly or annual moorage for the same vessel at a second dock for an additional payment of one half the moorage fee paid at the first dock.
	<u>(c)</u>	_	term moorage fees for a dinghy bow-tied at a dock area posted with a sign saying "dinghies shall be as follows:
		(i)	The prepaid monthly moorage fee is \$40.00.
		(ii)	The prepaid quarterly moorage fee is \$100.00.
		(iii)	The prepaid annual moorage fee is \$350.00.
	<u>(d)</u>	Spring	gline Moorage Fees
			re a springline moorage system has been approved by the CRD the following rates will apply outs up to 14 feet in length and 8 feet wide:
		(i)	Monthly fee is \$100.00 per month.

(ii) Quarterly fee is \$265.00 per quarter.

### (e) Short-Term Zone Fees

Where a short-term zone exists on a dock, the daily rate will apply. No monthly, quarterly or annual rates are available for these zones.

### 3. WATER TAXI AND CHARTER BOATS MOORAGE FEES

- (a) A person in control of a water taxi or charter boat mooring or landing at a dock shall obtain from the CRD in the form prescribed in Schedule "D" an annual license and pay an annual fee set out in section 3(b) and (c) below.
- (b) (i) Loading and Unloading Water Taxis and Charter Boats:

Landings Per Year Per Dock	Annual Fee Per Dock		
0 - 5	\$25.00 per landing		
6 - 49	\$400.00		
50 -199	\$680.00		
200+	\$990.00		

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (c) The moorage fees for water taxis or charter boats are the same as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) and 2(d) except the monthly, quarterly and annual fees, moorage coupon books and commuter passes are available only to an operator of a water taxi or charter boat who is a resident of the Southern Gulf Islands Electoral Area.
- (d) Where a person has obtained a license to operate a water taxi or charter boat and pays annual landing fees and provides a regularly scheduled published service between two docks listed in Schedule "B" using the same vessel no landing fees are required on the second dock.

### 4. SEAPLANES

- (a) A person in control of a seaplane shall obtain from the CRD an annual license prescribed in Schedule "E" and pay an annual fee set out in section 4(b) below.
  - (b) (i) Loading and Unloading Seaplanes:

Landings Per Year Per Airport	Annual Fee per Airport
0-5	\$25.00 per landing
6-49	\$400.00
50 -199	\$680.00

*16* 

200+ \$990.00

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the CRD or wharfinger may make an adjustment to the fee based on actual usage.
- (c) Seaplane Moorage Fees: Not Available

### EMERGENCY VESSEL MOORAGE FEES

- (a) A person in control of an emergency services vessel shall apply for a license as prescribed in Schedule "D" each year.
- (b) Emergency Service Vessels, when not performing emergency services, shall be subject to the same moorage fees as prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).
- (c) Emergency Service Vessels, while actively performing emergency services, will not be subject to the fees prescribed in Schedule "A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).

### 6. RESERVED BERTHS

The moorage fee for reserved berths is 1.5 times the applicable (quarterly and annual) moorage fee as prescribed in Schedule "A".

### 7. REMOVAL AND IMPOUNDMENT

The following fees, costs and expenses shall be paid by the owner of a vessel, chattel or obstruction removed, detained or impounded pursuant to Sections 39 to 44 of this Bylaw:

<u>(a)</u>	Impoundment Fee	\$200.00 or actual cost
<u>(b)</u>	Towing Fee per hour (for towing or removal to storage	\$350.00 or actual cost
	<u>location</u> )	
<u>(c)</u>	Hauling Out Fee per hour	\$350.00 or actual cost
<u>(d)</u>	Fee for Placing on Blocks/Removal from Trailer (fee per	\$350.00 or actual cost
	hour)	
<u>(e)</u>	Salvage Fee \$/hour	\$540.00 or actual cost
<u>(f)</u>	Storage Costs for Vessel (rate per day per foot)	\$6.50 or actual cost

At CRD's option, it can select the fee or the actual cost, whichever is greater. "Actual cost" is the actual cost if provided directly by CRD or by a third party contractor, calculated on a cost recovery basis, including any applicable fees, charges, or taxes. CRD may charge an additional 10% on top of fees or actual costs to cover administrative tasks and time spent.

### **SCHEDULE "B"** Bylaw No. 2844

(Bylaw 4469)

### **Capital Regional District Southern Gulf Islands Harbours** DOCKS ADMINISTERED BY THE CRD IN THE SOUTHERN GULF ISLANDS

**GALIANO ISLAND:** Sturdies Bay

Montague Harbour

Retreat Cove Spanish Hills

MAYNE ISLAND: Miners Bay

Horton Bay Anson Road

NORTH PENDER ISLAND: Port Washington

Browning Harbour

Hope Bay

PIERS ISLAND: Piers Island

Lyall Harbour SATURNA ISLAND:

**SVANCOUVER ISLAND:** Swartz Bay

### SCHEDULE "C" Bylaw No. 2844

(Bylaw 3417, 3586, 3651, 4469)

### Capital Regional District Southern Gulf Islands Harbours MOORAGE LICENSE AGREEMENT ("the Agreement")

S	se is granted by the Capital Regional		(date)
Postal Code	Telephone (home)	(cell)	
	("the I	icensee")	
Name of Vessel		Registration N	lo
Length	Port of Registry	Boat Make	;
	("the	Vessel")	
or permission to moor th	e Vessel to a dock or docks operated	by the CRD and known as:	
			("the Dock")
For the period of	to	("the Term")	
mergency Contact		Phone	
Moorage Fees Paid \$			

- 1. In consideration of the payment of the fees as prescribed in Schedule "A" of Capital Regional District Southern Gulf Islands Harbours Regulation Bylaw No. 1, 2000 ("the Bylaw"), the CRD grants the Licensee permission to moor the Vessel at the Dock during the Term. The Licensee may on 30 days notice, cancel use of any unused portion of prepaid fees and receive a pro rata refund of the prepaid fees.
- 2. In consideration of this license, the Licensee agrees that:
  - a. No transfer or assignment of the Agreement or of any rights hereunder will be made by the Licensee;
  - b. Any reference to the Licensee in this Agreement will be deemed to be a reference also to the person in charge of the Vessel where such person is not included in the Agreement;
  - c. All fees are payable in advance of berthing the Vessel;
  - d. The Licensee must obey all orders of the CRD, and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, or the wharfingers;
  - e. The Licensee must comply with and conform to the requirements of all lawful rules, regulations and bylaws of local government or any other government enactment in any manner affecting the Vessel or Licensee at the Dock;
  - f. The CRD may terminate this Agreement immediately in the event of any failure to comply with the Bylaw or any other local government, provincial or federal enactment which applies;
  - g. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
  - h. The Licensee acknowledges that moorage fees paid to the CRD are only for the rental of the water space occupied by the Vessel and in no way creates a tenancy or any obligation on the part of the CRD or any of its employees or agents for the care, custody and/or safety of the Vessel, its contents or any of its occupants;
  - i. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;

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Schedule "C" to Bylaw No. 2844 (cont'd.)

- j. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Vessel at the Dock;
- k. When requested the Licensee must provide proof of comprehensive liability insurance in the amount of not less than two million dollars per single occurrence and regardless of whether proof is requested the Licensee must maintain said policy for the duration of the Term;
- The Licensee affirms that the Vessel is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Vessel afloat. Where the Vessel is unfit or poses a risk to the Dock, and the CRD has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, auction, sell by other means preferred by CRD, or dispose of the Vessel in accordance with the Bylaw.
- m. In the event that the Vessel runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Vessel or goods at the Licensee's expense and risk.
- n. The CRD reserves the right to rearrange the position of the Vessel while moored at the Dock or as necessary for the efficient operation of the marina facility, or for other causes such as safety or emergency or for any other reason, without previous notice to the Licensee and at the Licensee's expense and risk;
- o. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- p. The Licensee shall at all times keep the Vessel in a sanitary, clean and tidy condition, in all respects to the entire satisfaction of the CRD;
- q. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard, discharged, or left on the Dock except in the receptacles provided for such a purpose;
- r. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Coast Guard and CRD or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Vessel or any act or omission of the Licensee;
- s. When required by the CRD or a wharfinger, the Licensee must raft the Vessel alongside another vessel, provided that no more than two vessels are rafted, or such lower or higher number as specified by the CRD or any sign posted at the Dock;
- t. The Licensee must not leave the Vessel unattended in a loading zone, and must not remain moored in a loading zone for more than 15 minutes;
- u. The Licensee must not moor to an airport, except where the airport includes a loading zone. The Vessel must not be left unattended in a loading zone and the Licensee must vacate the loading zone immediately on the approach of an aircraft intending to use the airport;
- v. The Licensee and his/her guests shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- w. If the Vessel is moored at the Dock without payment of moorage fees for a period in excess of 45 days or, within a 30 day notice period the Vessel is not removed from the Dock under its own power for a period of at least one hour in the presence of a wharfinger or the CRD, the Vessel will be deemed to be abandoned;
- x. Where the CRD believes a Vessel has been abandoned as defined in Section "w" above, and has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, auction, sell by other means preferred by CRD, or dispose of the Vessel in accordance with the Bylaw.
- y. Live-aboards are not permitted at the docks unless authorized in writing by the CRD.

Signature of Licensee		Date	
Issued per CRD		Date	
	(CRD or wharfinger)		

#### FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Personal information contained on this form is collected under the authority of the Local Government Act and is subject to the Freedom of Information and Protection of Privacy Act. The personal information will be used for purposes associated with the issuing of this license agreement and for the management of docks operated by the CRD. Enquiries about the collection or use of information in this form can be directed to the Freedom of Information and Protection of Privacy contact: Capital Regional District, Senior Coordinator, FOIPP (250) 360-3000.

### SCHEDULE "D" Bylaw No. 2844

(Bylaw 3417, 3586, 3651, 4469)

# Capital Regional District Southern Gulf Islands Harbours WATER TAXI, CHARTER BOAT, EMERGENCY SERVICES VESSEL OR BUSINESS MOORAGE AND LICENSE AGREEMENT ("the Agreement")

his non-assignable lie	cense is granted by the Capital Regional L	istrict ("the CRD") on:	
'O: Name			(date)
Address		City	Prov
Postal Code _	Telephone (home)	(cell)	
	("the Lie	ensee")	
Name of Vess	sel	Registration No	·
Length	Port of Registry	Boat Make _	
	("the V	essel")	
-	r the Vessel to a dock or docks operated b		("the Dock")
	to		(
Moorage Fees Paid \$			

- 1. In consideration of the payment of the fees as prescribed in Schedule "A" of Capital Regional District Southern Gulf Islands Harbours Regulation Bylaw No. 1, 2000 ("the Bylaw"), the CRD grants the Licensee permission to moor or land the Vessel at the Dock during the Term. The Licensee may on 30 days notice, cancel use of any unused portion of prepaid fees and receive a pro rata refund of the prepaid fees.
- 2. In consideration of this license, the Licensee agrees that:
  - a. No transfer or assignment of the Agreement or of any rights hereunder will be made by the Licensee;
  - b. Any reference to the Licensee in this Agreement will be deemed to be a reference also to the person in charge of the Vessel where such person is not included in the Agreement;
  - c. All fees are payable in advance of berthing the Vessel. Prepaid annual fees as prescribed in Schedule "A" of the Bylaw are based on estimated annual usage. Usage is subject to audit and the CRD may make an adjustment to the fee based on actual usage:
  - d. The Licensee must obey all orders of the CRD, and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, or the wharfingers;
  - e. The Licensee acknowledges that moorage fees paid to the CRD are only for the rental of the water space occupied by the Vessel and in no way creates a tenancy or any obligation on the part of the CRD or any of its employees or agents for the care, custody and/or safety of the Vessel, its contents or any of its occupants;
  - f. The Licensee must comply with and conform to the requirements of all lawful rules, regulations and bylaws of local government or any other government enactment in any manner affecting the Vessel or Licensee at the Dock;
  - g. The CRD may terminate this Agreement immediately in the event of any failure to comply with the Bylaw or any other local government, provincial or federal enactment which applies;
  - h. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
  - i. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;

Schedule "D" to Bylaw No. 2844 (cont'd.)

- j. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Vessel at the Dock;
- k. The Licensee must provide proof of a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Dock by the Licensee in the amount of not less than three million dollars per single occurrence and must maintain said policy for the duration of the Term;
- The Licensee affirms that the Vessel is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Vessel afloat. Where the Vessel is unfit or poses a risk to the Dock, and the CRD has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, auction, sell by other means preferred by CRD, or dispose of the Vessel in accordance with the Bylaw.
- m. In the event that the Vessel runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Vessel or goods at the Licensee's expense and risk.
- n. The Licensee is responsible for the actions of his or her crew, agents and/or employees;
- o. The CRD reserves the right to rearrange the position of the Vessel while moored at the Dock or as necessary for the efficient operation of the marina facility, or for other causes such as safety or emergency or for any other reason, without previous notice to the Licensee and at the Licensee's expense and risk;
- p. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- q. The Licensee must comply with any direction from the CRD regarding the position, time, place and manner in which in which a vessel or watercraft may be moored, loaded or unloaded at a dock;
- r. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard, or discharged, or left on the Dock except in the receptacles provided for such a purpose;
- s. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Coast Guard and CRD or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Vessel or any act or omission of the Licensee;
- t. When required by the CRD or a wharfinger, the Licensee must raft the Vessel alongside another vessel, provided that no more than two vessels are rafted, or such lower or higher number as specified by the CRD or any sign posted at the Dock;
- The Licensee must not leave the Vessel unattended in a loading zone, and must not remain moored in a loading zone for more than 15 minutes;
- v. The Licensee must not moor to an airport, except where the airport includes a loading zone. Vessels must not be left unattended in a loading zone and the Licensee must vacate the loading zone immediately on the approach of an aircraft intending to use the airport:
- w. The Licensee shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- x. If the Vessel is moored at the Dock without payment of moorage fees for a period in excess of 45 days or, within a 30 day notice period the Vessel is not removed from the Dock under its own power for a period of at least one hour in the presence of a wharfinger or the CRD, the Vessel will be deemed to be abandoned;
- y. Where the CRD believes a Vessel has been abandoned as defined in Section "x" above, and has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, auction, sell by other means preferred by CRD, or dispose of the Vessel in accordance with the Bylaw.

Signature of Licensee		Date
Issued per CRD		Date
	(CRD)	

#### FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Personal information contained on this form is collected under the authority of the Local Government Act and is subject to the Freedom of Information and Protection of Privacy Act. The personal information will be used for purposes associated with the issuing of this license agreement and for the management of docks operated by the CRD. Enquiries about the collection or use of information in this form can be directed to the Freedom of Information and Protection of Privacy contact: Capital Regional District, Senior Coordinator, FOIPP (250) 360-3000.

### SCHEDULE "E" Bylaw No. 2844

(Bylaw 3586, 3651, 4469)

# Capital Regional District Southern Gulf Islands Harbours SEAPLANE LICENSE AGREEMENT ("the Agreement")

This non-assignable license is granted by the Capital Regional District ("the CRD") on:

1110 11		is granted by the cupillar regional	2.00.00 ( 0.00 0.100 ) 0.00	(date)	
TO:	Name				
	Address		City	Prov	
	Postal Code	Telephone (home)	(cel	1)	
		("the I	icensee")		
For per	rmission to moor the S	Seaplane to any dock or portion of	a dock operated by the C	CRD that has been designated for	r use
by seap	planes and identified b	by a red triangle on the dock surfac	e ("the Airport")		
For the	e period of	to	(	("the Term")	
Annua	l Fee Paid \$				

- 1. In consideration of the payment of the annual fee as prescribed in Schedule "A" of Capital Regional District Southern Gulf Islands Harbours Regulation Bylaw No. 1, 2000 ("the Bylaw") the CRD grants the Licensee permission to land the Seaplane at an Airport during the Term. The Licensee may on 30 days notice, cancel use of any unused portion of prepaid annual fee and receive a pro rata refund of the prepaid annual fee.
- 2. In consideration of this license, the Licensee agrees that:
  - a. No transfer or assignment of the Agreement or of any rights hereunder will be made by the Licensee;
  - b. Any reference to the Licensee in this Agreement will be deemed to be a reference also to the person in charge of the Seaplane where such person is not included in the Agreement;
  - c. The Licensee shall not land, moor, load or unload the Seaplane at any dock other than a designated Airport. The Licensee must comply with any direction from the CRD, and the wharfingers regarding the position, time, place and manner in which in which a Seaplane may be moored, loaded or unloaded at an Airport;
  - d. All fees are payable in advance of berthing the Seaplane. Prepaid annual fees as prescribed in Schedule "A" of the Bylaw are based on estimated annual usage. Actual usage is subject to audit and the CRD may make an adjustment to the fee based on actual usage;
  - e. The Licensee must obey all orders of the CRD, and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, or the wharfingers;
  - f. The Licensee acknowledges that moorage fees paid to the CRD are only for the rental of the water space occupied by the Seaplane and in no way creates a tenancy or any obligation on the part of the CRD or any of its employees or agents for the care, custody and/or safety of the Seaplane, its contents or any of its occupants;
  - g. The Licensee must comply with and conform to the requirements of all lawful rules, regulations and bylaws of local government or any other government enactment in any manner affecting the Seaplane or Licensee while at a dock or docks owned by the CRD, including those portions designated as an Airport ("the Dock");
  - h. The CRD may terminate this Agreement immediately in the event of any failure to comply with the Bylaw or any other local government, provincial or federal enactment which applies;

#### Schedule "E" to Bylaw No. 2844 (cont'd.)

- i. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
- j. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;
- k. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Seaplane at the Dock;
- The Licensee must provide proof of a policy of commercial general liability insurance against claims for bodily injury, death or
  property damage arising out of the use of the Seaplane by the Licensee in the amount of not less than five million dollars per
  single occurrence and must maintain said policy for the duration of the Term;
- m. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- n. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard, or discharged, or left on the Dock except in the receptacles provided for such a purpose;
- o. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Coast Guard and CRD or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Seaplane or any act or omission of the Licensee;
- p. The Licensee must not leave the Seaplane unattended in an Airport, and must not remain moored in an Airport for more than 30 minutes;
- q. The Licensee shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- r. The CRD may, at its discretion, determine whether the Seaplane is too large, too heavy or is otherwise unsuitable to use or occupy an Airport.
- s. The Licensee affirms that the Seaplane is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Seaplane afloat. Where the Seaplane is unfit or poses a risk to the Dock, and the CRD has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Seaplane, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Seaplane from the Dock and impound, store, or auction the Seaplane in accordance with the Bylaw.
- t. In the event that the Seaplane runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Seaplane or goods at the Licensee's expense and risk.

Signature of Licensee		 Date	
Issued per CRD		Date	
1	(CRD)	 	

#### FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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### APPENDIX C SOUTHERN GULF ISLANDS HARBOURS PROPOSED RATES (2026)

A MACABAGE EFFO (Include annulle de Access)		OUDDENIT		DDODOGED			
2. MOORAGE FEES (include applicale taxes)		CURRENT		PROPOSED		Perce	
		er Lineal Foot		er Lineal Foot		Increa	
3 to 12 hours, between 8 AM to 8 PM		0.60		0.70	per lineal foot per day	<b>17</b> %	
12+ to 24 hours, or overnight	\$	1.15	\$	1.25	per linear foot	9%	
Prepaid Long-Term Moorage Fees		CURRENT		PROPOSED	Translating the Proposed to	Perce	nt
	Pe	er Lineal Foot	Р	er Lineal Foot	a MONTHLY Per Lineal Foot	Increa	ise
Monthly	\$	6.70	\$	7.50		11%	ò
Quarterly	\$	18.00	\$	20.00	\$6.67	11%	5
Annual	\$	64.00	\$	70.50	\$5.88	5%	
Long-term Mooraage Fees (Dinghy )		CURRENT		PROPOSED	Percent		
					Increase		
Monthly	\$	35.00	\$	40.00	14%		
Quaterly	\$	90.00	\$	100.00	11%		
Annual	\$	325.00	\$	350.00	8%		
Springline Moorage Fees		CURRENT		PROPOSED	Percent		
					Increase		
Monthly	\$	87.00	\$	100.00	15%		
Quarterly	\$	242.00	\$	265.00	10%		
3. WATER TAXI AND CHARTER BOATS MOORAGE FEES							
CURRENT		CURRENT		CURRENT	PROPOSED	PROPO	SED
Frequency of Use - Landings per year per dock	Annu	al Fee Per Dock	Adr	nin License Fee	Frequency of Use - Landings	Annual Fe	
					per year per dock	Doci	
1 to 2		N/A			per year per dock		25.00
1 to 2 3 to 49				+\$70 Fee		\$	
	\$	N/A 300.00 510.00		+\$70 Fee +\$70 Fee	1 to 5	\$ \$ 4	25.00 100.00 180.00
3 to 49	\$ \$	300.00			1 to 5 6 to 49	\$ \$ 4 \$ 6	00.00
3 to 49 50 to 199	\$ \$	300.00 510.00		+\$70 Fee	1 to 5 6 to 49 50 to 199	\$ \$ 4 \$ 6	00.00
3 to 49 50 to 199 200 plus	\$ \$	300.00 510.00		+\$70 Fee	1 to 5 6 to 49 50 to 199	\$ \$ 4 \$ 6	00.00
3 to 49 50 to 199 200 plus	\$ \$ \$	300.00 510.00		+\$70 Fee	1 to 5 6 to 49 50 to 199	\$ \$ 4 \$ 6	00.00 80.00 90.00
3 to 49 50 to 199 200 plus 4. SEAPLANES	\$ \$ \$	300.00 510.00 830.00	Adr	+\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus	\$ \$ 4 \$ 6 \$ 9	800.00 880.00 990.00 SED
3 to 49 50 to 199 200 plus 4. SEAPLANES CURRENT	\$ \$ \$	300.00 510.00 830.00	Adr	+\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings	\$ 4 \$ 6 \$ 9 PROPO	00.00 880.00 990.00 SED
3 to 49 50 to 199 200 plus 4. SEAPLANES CURRENT	\$ \$ \$	300.00 510.00 830.00 CURRENT	Adr	+\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings per year per dock	\$ 4 5 6 6 9 9 PROPO  Annual Fe Doci \$25 per la	00.00 880.00 990.00 SED
3 to 49 50 to 199 200 plus  4. SEAPLANES  CURRENT  Frequency of Use - Landings per year per airport	\$ \$ \$ Annua	300.00 510.00 830.00 CURRENT  al Fee Per Airport  N/A	Adr	+\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings per year per dock 1 to 5	\$ 4 4 5 6 6 5 9 PROPO Annual Fe Doct \$25 per la \$ 4	80.00 80.00 90.00 SED ee Per
3 to 49 50 to 199 200 plus  4. SEAPLANES  CURRENT  Frequency of Use - Landings per year per airport  3 to 48	\$ \$ Annua \$ \$	300.00 510.00 830.00 CURRENT  al Fee Per Airport  N/A  310.00	Adr	+\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings per year per dock 1 to 5 6 to 49	\$ 4 4 \$ 6 6 \$ 9 PROPO  Annual Fe  Doci \$25 per la \$ 4 \$ 6	800.00 80.00 90.00 SED ee Per k
3 to 49 50 to 199 200 plus  4. SEAPLANES  CURRENT  Frequency of Use - Landings per year per airport  3 to 48 49 to 199 200 plus	\$ \$ \$ Annua \$ \$ \$ \$	300.00 510.00 830.00 CURRENT  at Fee Per Airport  N/A  310.00 600.00 830.00		+\$70 Fee +\$70 Fee min License Fee +\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings per year per dock 1 to 5 6 to 49 50 to 199	\$ 4 4 \$ 6 6 \$ 9 PROPO  Annual Fe  Doci \$25 per la \$ 4 \$ 6	800.00 880.00 990.00 SED ee Per k anding 800.00
3 to 49 50 to 199 200 plus  SEAPLANES  CURRENT  Frequency of Use - Landings per year per airport  3 to 48 49 to 199	\$ \$ \$ Annua \$ \$ \$ \$	300.00 510.00 830.00 CURRENT  Al Fee Per Airport  N/A  310.00 600.00		+\$70 Fee +\$70 Fee min License Fee +\$70 Fee +\$70 Fee	1 to 5 6 to 49 50 to 199 200 plus  PROPOSED  Frequency of Use - Landings per year per dock 1 to 5 6 to 49 50 to 199	\$ 4 4 \$ 6 6 \$ 9 PROPO  Annual Fe  Doci \$25 per la \$ 4 \$ 6	800.00 80.00 990.00 SED ee Per k anding 100.00 80.00

### 6. RESERVED BERTHS

Reserved berths - 1.5 times the applicable (Quarterly and Annual moorage fees)

7. REMOVAL AND IMPOUNDMENT	CURRENT	PROPOSED	
Impoundment Fee	\$ 175.00	\$ 200.00	
Towing Fee (for towing or removal to storage location)	\$ 320.00	\$ 350.00	per hour
Hauling Out Fee	\$ 320.00	\$ 350.00	per hour
Fee for Placing on Blocks/Removal from Trailer	\$ 320.00	\$ 350.00	per hour
Salvage Fee \$/hour	\$ 490.00	\$ 540.00	per hour
Storage Costs for Vessel	\$ 6.05	\$ 6.50	per day per foot

<sup>\*</sup>or actual cost, whichever is greater

<sup>\*\*</sup>CRD may charge an additional 10% on top of fees or actual costs to cover administrative task and time spent



# **Association of Mayne Island Boaters Business plan: electricity installation Anson Road** Dock

**Contact Information** 

**Prepared** 

Peter McComb

Martin Renaud

**Greg Martin** 

604-3290428

pmccomb@mail.ubc.ca

2025-08-25

**Business Address** 

Mayne Island

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# **Executive summary**

This project is to install electricity to serve mariners who use the Anson Road Dock, Horton Bay Mayne Island. This will optimise the dock facilities for year-round moorage.

# **Project objectives**

- The Association of Boaters of Mayne Island (AMIB) wishes to partner with The Southern Gulf Island Harbours' Commission and Capital Regional District (SGI/CRD) to install electricity to Anson Road Dock, Mayne Island (the Dock).
- Supply of electricity to the Dock will increase the use of the Dock, especially over winter. Electrical supply will broaden the functionality of the Dock for all boaters.
- The timelines *are*: reaching a Memorandum of Understanding with SGI/CRD in the fall of 2025, raising a pre-requisite capital fund by March 31<sup>st.</sup> 2026, and the physical installation of the electrical supply through 2026 to finish by the fall of that year.
- AMIB's contribution will be to fund-raise an agreed amount (\$85,000) from public sources to be deposited into a specifically
  designated SGI/CRD account. The SGI/CRD contribution will be of the remainder of capital/installation costs (if any) plus the project
  management of the installation. Contribution of public funds to be tax deductible as structured by an SGI/CRD accountant.
- Thereafter, all revenues yielded from the supply of electricity to boaters will be paid to SGI/CRD, following a similar contract as for moorage fees.
- Maintenance of the infrastructure and running costs of the electrical supply to the Dock will be the responsibility of SGI/CRD.

# **Business description**

- AMIB is a formally constituted non-profit association that serves the interests of boaters of Mayne Island. In doing so, it may also serve the interests of other boaters from Canada and the USA. AMIB was founded in 2001 and currently has 148 paid memberships.
- AMIB meets physically on Mayne Island. It is a community-based organization. In general, its fiscal mandate consists of enhancing year-round activities of benefit to its members.

# **Products and services**

Annual membership fees (for individuals (30%) and families (70%)) fund AMIB activities.

# Financing need

- Total funds of \$88,986.76 (to \$124,697.53 CAD with alternative options) will be required for the capital expenditure. AMIB will undertake to raise a fixed amount (\$85,000), of this capital; SGI/CRD to fund the remainder.
- This will fund the electrical pole installation, the overhead wiring, the dock head distribution box, the dock wiring and the marine
  power receptacles. There may be additional miscellaneous costs including possible excavator work related to power pole
  installation.

# Key people

- The key advisors in AMIB are the members of the board. Most have a business background.
- President Greg Martin

Vice President - Aaron Reith

Treasurer - Martin Renaud

Secretary - Jachym Rudolf

Directors: Brian Dearden, Alex Flowers, Peter McComb, Keith Stewart, Chrysta Wallin

- The Southern Gulf Island Harbours Commission and Capital Regional District (SGI/CRD)
- Director Paul Brent and appointed key advisors.

# Risk assessment and contingency plan

- It is envisaged that the greatest threat to this Business Plan will be the cost containment related to project management. For this
  reason, AMIB will raise an agreed upon fixed amount of capital. SGI/CRD will be responsible for the balance and for any cost
  overruns.
- The quotations obtained to support the Plan are limited by the availability of skilled on-island workers.
- There is no other dock on Mayne Island that provides electricity, thus ensuring the demand for this service.

# **Business overview Business description**

- AMIB will serve as a vehicle to fund-raise for this project, to include, but not to be limited to, the AMIB membership.
- This project is consistent with the community services provided by AMIB.

# Mission, vision, values

The mission statement(s) for AMIB are:

- 1. Promote facilities, services and conditions for boating activities on and /or around Mayne Island for public use.
- 2. Promote existing services, facilities and conditions that are conducive to the enjoyment of boating activities on Mayne Island.
- 3. Promote boating safety, education and training for the benefit of all boaters on Mayne Island.

# **Industry overview and trends**

- Recreational boating is a stable 'industry' in British Columbia.
- The aging population will continue to provide more boaters as they retire.
- Power and sailboats are larger in size than a decade ago. And consume more energy, including electricity.
- Demand for electricity at the Dock is predicted to increase.
- AMIB conducted a survey of AMIB members with respect to potential use of electricity in July 2025 (Appendix 9). The questions and responses are listed in Appendix 10.

In summary, of the 18 people who don't have moorage, 1/3 would get moorage if electricity were available and 1/3 would use electricity if it were available. These numbers from AMIB boaters suggest a high demand for electricity.

- Systems to supply electricity to boaters at dock are becoming more sophisticated. Internet-based applications identify individual boaters, meter use of electricity and bill monthly for this electricity.
- Some feature magnetic plugs/receptacles that are corrosion resistant.
- Anson Road Dock services boats less than 25 feet in summer. These have modest needs for electricity. From October to June, larger vessels require heating and dehumidification. Metering may not be necessary. Rather, a fixed monthly fee may suffice.
- There do not appear to be any foreseeable changes in technology that would influence supply of electricity to Anson Road Dock.

# **Government regulations**

There are no known government regulations that would influence the supply of electricity to the Dock.

# The market

### Overview of market trends

Demand for electrical service is predicted to be stable or increase (see also Appendix 9).

## **Target market**

Boaters who use the Dock overwinter will predictably use the most electricity. Demand is already shown by several boaters who use fossil fuel generators to heat their boats.

# The competition

### Competitors and types of competition

Currently, there are no competitors.

Competition would most likely come from a private marina. However, there are no private marinas on Mayne Island.

# Sales and marketing

# **Customers**

S	Service	Location	Period	Revenue
٥\ di	Long term moorage, overnight/transient and dinghy moorage receipts in 2025	Anson Road Dock	January to March 2025	\$2,564
2			April 2025	\$10,750
3			May 2025	\$6,348
4 5			June to July 2025	\$6,471 \$1,060
0	October annual renewals		2025-6	\$10,000-15,000
4 5	October annual renewals		June to July 2025	\$6,471 \$1,060

**Additional information** 

# **Suppliers**

	Name	Address	Terms	Product/Service
1	BC Hydro		Small General Service	13.46 cents/kWh (as per Reed Point Marina)
2	Webcam Logitech Brio 500	Best Buy	\$229.98	Surveillance Anson Road
3				
4				

#### **Additional information**

# **Advertising and promotion**

- The CRD website provides links to the Anson Road Dock. The electrical supply would be listed.
- Facebook Mayne Island often refers to marina facilities; this could now reference the provision of electricity.

# **Pricing and distribution**

- Electricity would be supplied by turning on a breaker at the dock head distribution box that is specific to each outlet. The current would be limited by size of breaker (20 A breaker for a 30 A receptacle).
- A fixed rate of \$75 would be charged monthly to each boater who connects to electricity. This conforms with 30 A service charges
  in other marinas. Typically, \$55-86/month or \$6.56/day (Ganges Marina, Ucluelet Small Craft Harbour).
- Total monthly electricity usage for the entire Dock to be monitored at the main distribution box meter to ensure that this is the correct billing rate.
- All moorage customers will pay an additional moorage rate of \$15 per month to reflect the provision by the Dock of access to electricity.

• The agreement of SGI/CRD to supply electricity to a specific boater will form part of the signed moorage contract.

# **Customer service policy and warranties**

If electricity is unavailable for a protracted period (more than the usual hours/days of a Mayne Island power outage), then charges for an appropriate portion of the monthly fixed rate usage may be reversed.

# **Operating plan**

# **Business location**

SGI/CRD will continue to fund the Anson Road Dock wharfinger for about the same number of hours weekly.

# **Equipment**

- Overall metering of the total use of electricity at the main dock head distribution box is required.
- There will be modest attrition of electrical receptacles and breakers at the pedestal. Leviton receptacles (replacement cost \$122 each) are required to show endurance of 5,000 insertions (10-15 years of typical use) and the breakers (Schneider SQD: replacement cost \$13 each) to show endurance of 10,000 mechanical operations (15-30 years of typical use).
- Installation of a Dock webcam to allow the wharfinger remote monitoring of use of Dock amenities. This will also ensure that moorage fees are collected from transient boaters.

# Technology requirements and investment needs

If technology of pedestals changes over time, in keeping with the basic requirements of boaters moored at the Dock, pedestals/receptacle boxes can be swapped out, either individually or collectively.

# **Environmental compliance**

Compliance with environmental regulations will be established at installation. Given that electricity is a clean energy source it is anticipated that no, or little, environmental infringement will transpire.

# **People**

# **Description of the management team**

SGI/CRD appointee wharfinger Chris Redsell.

# **Description of advisory team**

- An advisory team appointed by the Southern Gulf Island Harbours Commission and CRD. A **project manager** to be appointed. This person to liaise with AMIB appointed representative(s).
- Legal. It is hoped that the SGI/CRD Harbours Commission will approve this Business Plan. Immediately thereafter, legal advice will be sought from the Advisory Team to formalise a 'Memorandum of Understanding' between SGI/CRD and AMIB. This memorandum to include a description of the agreed process of the electrical installation. It will also include consequences invoked by cost overruns time delays to installation.
- Accounting. Accounting advice will also be sought from the Advisory Team. The priority will be to set up the tax-deductible account
  to expedite fund-raising for the project.

Key employees

	Name or title	Key responsibilities	Qualifications
1			
2			
3			
4			

**Additional information** 

# **Action plan**

# **Project objectives**

- Submission of AMIB business plan by **September 2025**. The projected date of the SGI/CRD Harbours' Commission fall meeting is not listed. The last meeting was May 29, 2025. In 2024 the fall meeting date was September 26th.
- Upon acceptance of the Business Plan, the Project Manager will be appointed, the Memorandum of Understanding will be created, and the tax-deductible account set up by October 2025.
- Fundraising by AMIB will commence and guarantees of funding will be completed by **March 31**st. **2026**. An agreed fixed amount of funds (\$85,000) will trigger the following:
- Quotations for installation the poles and overhead wiring, the dock wiring and the installation of power outlets will be reviewed and approved by SGI/CRD by April 2026.
- Physical installation of the full electrical supply will occur into the fall of 2026.

# Resources required

- The total budget is \$88,986.76 to \$124,697.48 depending upon which option is adopted for type and number of dock power outlets. The board of AMIB recommends installation of the 12 pedestal 2x30A receptacle Leviton system at a total cost of \$88,986.76(\*).
- This amount is comprised of 3 main sections of installation:
- Installation of 4 electrical poles from Horton Bay Road to the head of the Dock. See quote from Gridcon Powerline (subcontracted by SGI Electrical Services Inc.) Appendix 1. Amount: \$25,147.5 including GST.
- Installation of 2 x 200A overhead service wiring from Horton Bay Rd to 400A meter base. Plus, coordination of permit approvals and BC Hydro connection for supply to the head of Dock. See quote from SGI Electrical Services Inc. **Appendix 2**. Amount: \$11,870.24 including GST.
- Installation of Dock wiring. There are 4 quotations from SGI Electrical Services Inc. for each of 4 different pedestal/box configurations. All quotations include GST. These options reflect present and potential future electrical requirements.

Appendix 3: wiring for 18 pedestal/boxes with 2 x 30A receptacles. Amount: \$36,735.26

Appendix 4: wiring for 12 pedestal/boxes with 2 x 50A receptacles. Amount: \$34,172.81

Appendix 5: wiring for 12 pedestal/boxes with 2 x 30A receptacles. Amount: \$30,472.29 (\*)

**Appendix 6**: wiring for 18 pedestal/boxes with 2 x 50A receptacles. Amount: \$43,580.63

• Installation of pedestals. There are 2 different quotations. One from Leviton and the other from Voltsafe. The Leviton box has 2 x 30A receptacles that are not metered, nor do they have internet connectivity. The Voltsafe pedestal has 2 x 30A receptacles that are individually metered. Internet connectivity allows metering and billing for each individual receptacle with the use of the Voltsafe marine app (application).

**Appendix 7**: Leviton quotation: 12 boxes with 2 x 30A receptacles. Amount including GST: **\$21,496.73** (\*). Timeline for delivery: 8 weeks.

Appendix 8: Voltsafe quotation: 12 pedestals with 2 x 30A receptacles with internet connectivity.

Amount including GST: \$44,099.16

# **Action plan**

	Action	Key milestone/metrics	Person responsible
1	Survey AMIB Membership for Power Usage and Anson Road Dock Moorage	July 2025 (COMPLETED: Appendix 9)	Martin Renaud and Peter McComb Directors AMIB
2	Submission AMIB Business Plan	September 2025	Peter McComb Martin Renaud Greg Martin
3	Possible approval Business Plan	September 2025	SGI/CRD Harbours Commission
4	Project Manager appointed	October 2025	SGI/CRD Advisory Team
5	Memorandum of Understanding created	October/November 2025	SGI/CRD Legal Advisor
6	Tax-deductible account set up	November 2025	SGI/CRD Tax Accountant
7	Fund-raising and Guarantees of Financing	March 31 <sup>st.</sup> 2026	AMIB representatives
8	Quotations Reviewed/approved	April 2026	SGI/CRD Advisory Team
9	Physical Installation of Electrical Power	To Be Completed Fall 2026	Project Manager
Ad	ditional information		

# Risk assessment and contingencies

- Events that may alter the timetable:
  - Failure to obtain SGI/CRD Harbour's Commission approval for Business Plan
  - Delay in fund raising
  - Delay in obtaining legal or accounting advice

- Delay in appointment of a Project Manager
- Delay in obtaining quotations for installation
- Delay in supply of dock pedestals/outlet boxes

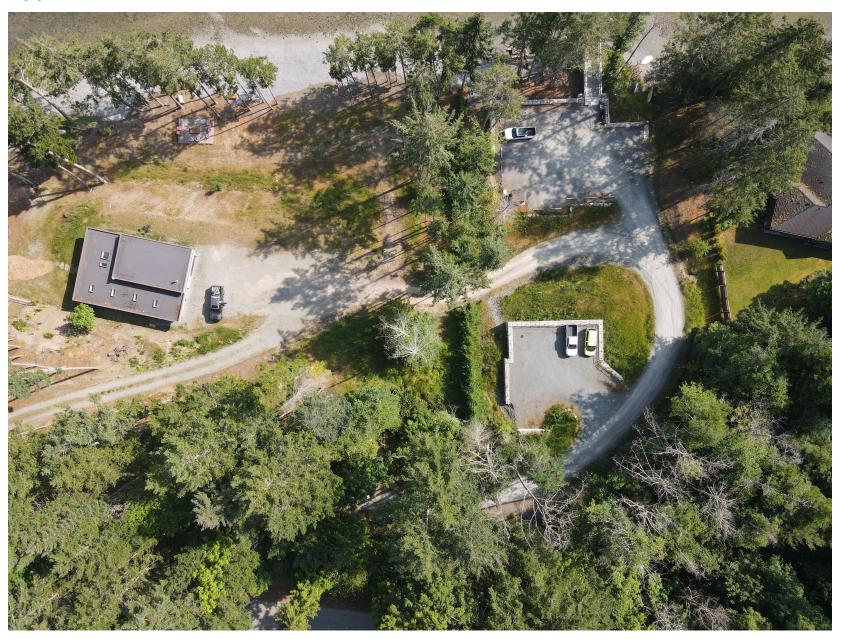
### • Mitigation of these risks:

- To address any difficulty with fund raising, an overarching guarantee of financing from private individual(s) will be sought.

### • Risks of negative cash flow after installation

- It is feasible that the empiric monthly payment of \$75 may not cover the cost of supply of electricity. In this instance, adjustment upwards of the fee will be necessary.
- There will be some predictable attrition of 30 A receptacles and associated breakers. This will be taken into account when establishing the flat-rate monthly fee for potential and actual use of electricity.
- Insurance of the Dock by CRD will need to include coverage for the electrical infrastructure, and for risk of electrocution. Any increase in premium to be covered by the monthly fee.

**Appendices:** Overview of Site extending from Horton Bay Road to head of Dock ramp (upper right).



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### Appendix 1:

Gridcon Powerline Ltd. 5281 Winchester Rd, Duncan, B.C V9L6E9 Phone (250) 252-9220 evan@gridconpowerline.ca

**DATE:** March 5, 2025

**RECIPIENT:** SGI Electrical Services

EMAIL: crystal@sgielectrical.com matt@sgielectrical.com

PHONE: Crystal 778-533-0784 RE: Horton Bay rd. Dock Power Line

QUOTE:

### **Supply and Install:**

- 1 x 30' class 4 ACC cedar pole
- 1 x 45' class 3 ACC cedar pole
- 2 x 50' class 3 ACC cedar pole
- 4 x Plate anchor with downhaul guywires
- 4 x polymer dead-end bells with shoes
- 3 spans of #2 ACSR primary and neutral conductor to Approx 112M

This quote is to supply and install, comes with all other necessary hardware, insulators and connections to complete job to current BC Hydro standards ready for BC Hydro takeover and connection. This quote subject to change pending BC Hydro approval.

Note customer to provide excavation and backfill for pole holes.

\$23,950.00 plus 5% GST

TOTAL: \$25,147.50

Quote number GCP-25-31

### Please Note:

This quote does not include any Tree services, rock excavation, drilling/ blasting or hydrovac excavation services or BC Hydro charges. If any of the above work is required, the customer will be notified prior to any additional charges.

Property owner/representative is obligated to discuss the following concerns, if any are present.

- -Environmental and or archaeological hazards.
- Any relevant permits or drawings associated with the project shall be supplied by customer.
- BC One Call required prior to any excavation work, or all services to be marked out clearly for construction crew to reference.

Page 2

Note: Gridcon Powerline owns all material provided for the project until payment is made, or a deposit is placed for

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#### Appendix 2:

SGI Electrical Services Inc 1678 Bisley Place Victoria BC V8N 4M7 info@sgielectrical.com GST/HST Registration No.: 723692604RT0001 Business Number 723692604BC0001

## Estimate

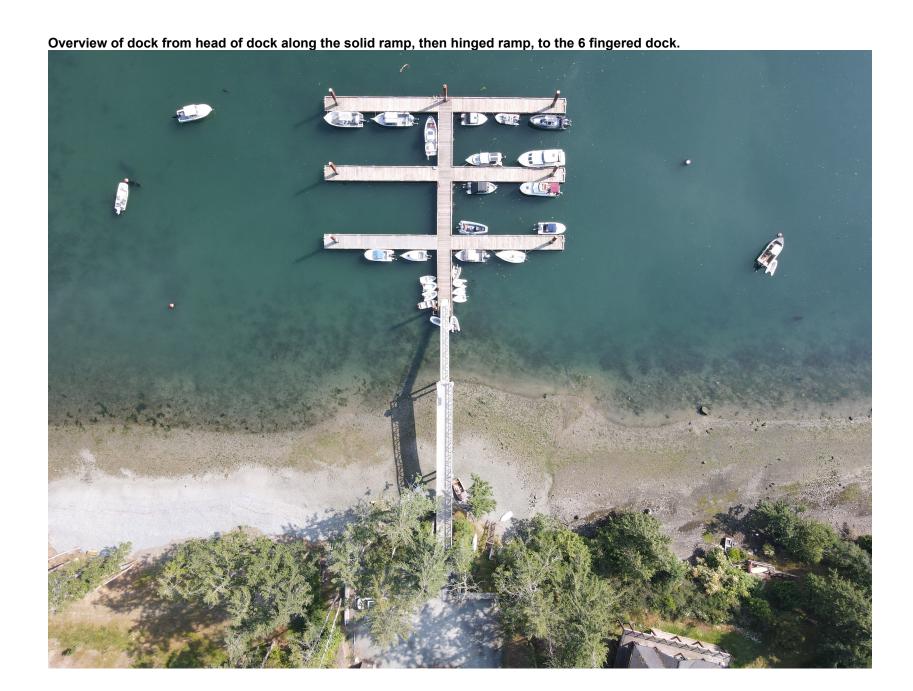
ADDRESS
Big Decks Contracting Ltd
ESTIMATE # 1270
DATE 11/03/2025
EXPIRATION DATE 11/04/2025
ACTIVITY DESCRIPTION QTY RATE AMOUNT
Material 1 8,498.99 8,498.99
Labour 8 115.00 920.00
Permit 1 1,886.00 1,886.00

#### SCOPE OF WORK at Anson Dock, Horton Bay Rd, MI:

- 1) Supply & install new 400amp meter base with 2 x 200amp overhead services on private pole
- 2) Coordinate all permit approvals and BC Hydro connection

SUBTOTAL 11,304.99

GST @ 5% 565.25TOTAL \$11,870.24



#### **Appendix 3:**

#### **EITHER:**

SGI Electrical Services Inc 1678 Bisley Place Victoria BC V8N 4M7 info@sgielectrical.com GST/HST Registration No.: 723692604RT0001 Business Number 723692604BC0001

## Estimate

ADDRESS
Association of Mayne Island
Boaters
655 Horton Bay Road
Mayne Island BC V0N 2J2
ESTIMATE # 1303
DATE 13/08/2025
EXPIRATION DATE 13/09/2025
ACTIVITY DESCRIPTION QTY RATE AMOUNT
Material 1 20,398.36 20,398.36
Labour 130 100.00 13,000.00
Permit 1 1,587.60 1,587.60

#### SCOPE OF WORK @ Anson Road Dock:

# 1) Supply and install all necessary wiring for 18 x marine pedestals with 2 x 30amp receptacles per pedestal.

2) Coordinate permit approvals
NOTE: This estimate is for the wiring only and does not include material such as marine pedestals, receptacles, etc.
SUBTOTAL 34,985.96
GST @ 5% 1,749.30

TOTAL 36,735.26

#### OR....

#### **Appendix 4:**

SGI Electrical Services Inc 1678 Bisley Place Victoria BC V8N 4M7 info@sgielectrical.com GST/HST Registration No.: 723692604RT0001 Business Number 723692604BC0001

## Estimate

ADDRESS
Association of Mayne Island
Boaters
655 Horton Bay Road
Mayne Island BC V0N 2J2
ESTIMATE # 1304
DATE 13/08/2025
EXPIRATION DATE 13/09/2025
ACTIVITY DESCRIPTION QTY RATE AMOUNT
Material 1 17,957.93 17,957.93
Labour 130 100.00 13,000.00
Permit 1 1,587.60 1,587.60

#### SCOPE OF WORK @ Anson Road Dock:

## 

2) Coordinate permit approvals NOTE: This estimate is for the wiring only and does not include material such as marine pedestals, receptacles, etc. Does not include marine pedestals or receptacles. Only wiring SUBTOTAL 32,545.53
GST @ 5% 1,627.28

#### TOTAL \$34,172.81

#### **OR...**

#### **Appendix 5:**

SGI Electrical Services Inc 1678 Bisley Place Victoria BC V8N 4M7 info@sgielectrical.com GST/HST Registration No.: 723692604RT0001 Business Number 723692604BC0001

## Estimate

ADDRESS
Association of Mayne Island
Boaters
655 Horton Bay Road
Mayne Island BC V0N 2J2
ESTIMATE # 1305
DATE 13/08/2025
EXPIRATION DATE 13/09/2025
ACTIVITY DESCRIPTION QTY RATE AMOUNT
Material 1 14,433.63 14,433.63
Labour 130 100.00 13,000.00
Permit 1 1,587.60 1,587.60

#### SCOPE OF WORK @ Anson Road Dock:

# 1) Supply and install all necessary wiring for $12 \times 2000 \times 1200 \times 1200$

2) Coordinate permit approvals
NOTE: This estimate is for the wiring only and does not include material such as marine pedestals, receptacles, etc.
SUBTOTAL 29,021.23
GST @ 5% 1,451.06

TOTAL \$30,472.29 (\*)

#### **OR...**

#### Appendix 6:

SGI Electrical Services Inc 1678 Bisley Place Victoria BC V8N 4M7 info@sgielectrical.com GST/HST Registration No.: 723692604RT0001 Business Number 723692604BC0001

## Estimate

ADDRESS
Association of Mayne Island
Boaters
655 Horton Bay Road
Mayne Island BC V0N 2J2
ESTIMATE # 1302
DATE 13/08/2025
EXPIRATION DATE 13/09/2025
ACTIVITY DESCRIPTION QTY RATE AMOUNT
Material 1 26,917.76 26,917.76
Labour 130 100.00 13,000.00
Permit 1 1,587.60 1,587.60

## **SCOPE OF WORK @ Anson Road Dock:**

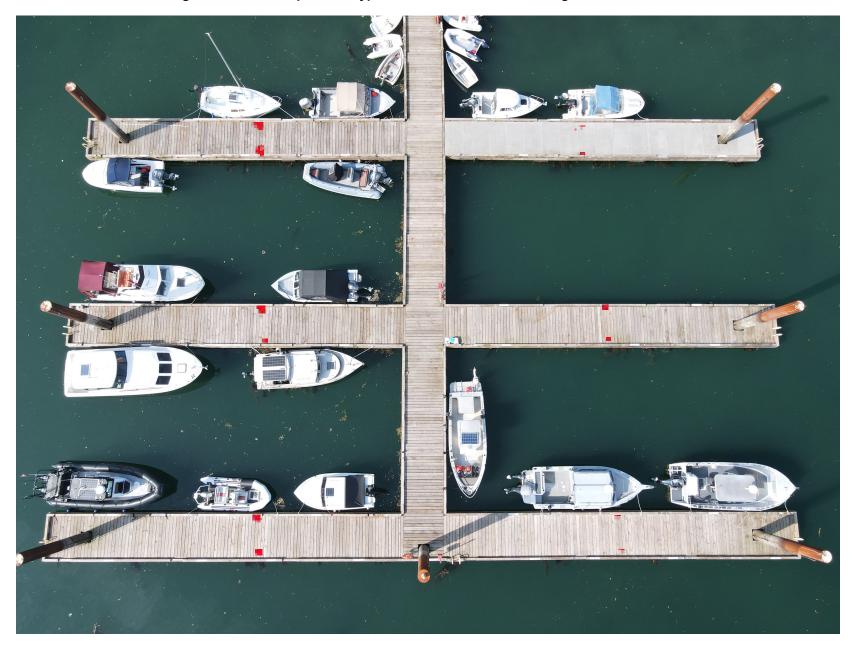
### 

2) Coordinate permit approvals
NOTE: This estimate is for the wiring only and does not include
material such as marine pedestals, receptacles, etc.

SUBTOTAL 41,505.36 GST @ 5% 2,075.27

TOTAL \$43,580.63

Anson Road Dock. Six fingers. This view depicts the type of boat with summer moorage. = 12 x PEDESTALS LOCATION



#### Appendix 7:

8/21/25, 7:44 AM

Customer Quotation



Customer Quotation
From: Chris Martin
Sales & Client Services
500 Kelvin Road, Victoria, BC V8Z 1C4
O:(250)475-7578 C:(250)880-7842
www.eecol.com

Thu, Aug 21, 2025

For:

Capital Regional District GOVMGV

Reference:

Mayne Island Dock Power

Quote # 2188301

Total: \$ 20,473.08

Quantity P	Part Number	Description	Price/Per	Extended
	EV 000-HL323-000	M BOX L 30/20- 30, LED, NOSTAND	\$ 1706.09 / 1	\$ 20473.08
1 v	Nater LBB			

Total: \$ 20,473.08

# indicates product sold by cut lengths

Prices do not include applicable taxes

#### QUOTATION TERMS

# EECOL RESERVES THE RIGHT TO ADJUST ITS PRICING FOR GOODS AFFECTED DIRECTLY OR INDIRECTLY BY CHANGING DUTIES/TARIFFS/TRADE AGREEMENTS/ RAW MATERIALS AND SIGNIFICANT CURRENCY FLUCTUATIONS.

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY EECOL'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY EECOL'S TERMS AND CONDITIONS AVAILABLE AT HTTPS://WWW.EECOL.COM/TERMS\_AND\_CONDITIONS\_OF\_SALE.PDF AS SUCH TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF, PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

DUE TO UNFORESEEN RAW MATERIAL FLUCTUATIONS, UNLESS OTHERWISE STATED, THIS QUOTE IS VALID FOR A PERIOD OF 10 DAYS FROM SUBMISSION, EXCLUDING WIRE & CABLE, WHICH IS VALID FOR 24HRS FROM SUBMISSION. All ORDERS ARE SUBJECT TO THE APPROVAL OF THE CREDIT MANAGER.

https://service.eecol.com/run/cmr/Main?session=202508210754eiYlqfl2e5&appid=43&job=PrintForCustomer&id=2188301

Entitlement number: \$8.10 10% \$2,333

TBD

Licensed to:

#### **Leviton Quotation**

TOTAL with GST \$21,496.73 (\*)

Appendix 8:

**Voltsafe Quotation** 

### PRO FORMA INVOICE

410 - 1444 Alberni Street, Vancouver

BC, Canada, V6G 2Z4

P: +1 833 999 6960

E: accounting@voltsafe.com

VoltSafe Marina Solution

Attention: Peter McComb INVOICE#: 2064-M

Anson Road Dock - Mayne Island DATE: Aug-20-2025

\*Quotation valid for: 30 days

Mayne Island, BC PAYMENT TERMS: 15% to secure order

E: pmccomb@mail.ubc.ca 45% to begin order

P: 40% to ship order

Hardware (one time)

1 VoltSafe Marine Pedestals Including: 12 \$1,299.00 **\$15,588.00** 

1 x 20A GFCI outlet \$1,169 10% \$14,029.20

2 x Hose bibs

Circuit Breakers included

LED module with fuse and photosensitive cells

2 VoltSafe Marine 30A Smart Outlet 24 \$999.00 **\$23.976.00** 

\$899.10 10% \$21,578.40

3 LTE Mesh Node (at cost) 12 \$250.00 \$3,000.00

4 Additional Adapters (optional) 12 \$70.99 \$851.83 \$63.89 10% \$766.65

SUBTOTAL (ONE TIME) \$39,374.25 Software (recurring) - all values in CAD

5 Web Dashboard Monthly Cost/Outlet

(CAD) Discount

1/1

Site Address: First 3 months: \$0 FREE

marine.voltsafe.com After, Monthly: \$10.00 \$240

Billing Period: \$9.00 10% \$216

TBD - TBD Or, Annually \$9.00 \$2,592

27

Anson Road Dock - Mayne Island SUBTOTAL (CAD) \$39,374.25 TAX RATE (GST+PST) \$4,724.91 SHIPPING TBD TBD

**TOTAL (CAD) \$44,099.16** Due (15%) (CAD) \$6,614.87

#### Appendix 9:

Survey Brochure with Questions:



# Questionnaire to assess the potential use of electrical power at CRD Anson Road Dock

The regional CRD Director for the Southern Gulf Islands Harbour Commission has requested the submission of a business plan from the association of Mayne Island boaters for the installation of electrical power to the CRD Anson Road Dock, Horton Bay. Your responses to this questionnaire will help us fulfill that request.

Sign in to Google to save your progress. Learn more

\* Indicates required question

Fmail \*

Your email

Do you have an existing moorage contract? *
Yes - Year Round
Yes - Summer Months (May-September):
Yes - Winter Months (October-April)
○ No
2. If electricity were available would you apply for (or maintain) a moorage * contract?
Yes - Year Round
Yes - Summer Months only
Yes - Winter Months only
No electricity would not affect my decision about mooring at Anson Dock
3. Would you use electricity if it was available at Anson Dock? *
○ Yes
○ No
4. If you have any questions for us about this initiative to bring electricity to Anson Dock, please leave them here in the space provided.

#### Appendix 10:

#### **Survey Results:**

Timestamp	1. Do you have an existing moorage contract?	2. If electricity were available would you apply for (or maintain) a moorage contract?	3. Would you use electricity if it was available at Anson Dock?
26/06/2025 13:18:11	No	Yes - Winter Months only	Yes
16/07/2025 12:48:11	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 13:01:48	No	Yes - Year-Round	Yes
16/07/2025 13:12:08	No	Yes - Summer Months only	Yes
16/07/2025 13:24:18	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 13:35:15	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 13:39:14	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 13:47:16	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 14:22:17	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 14:49:32	No	Yes - Year-Round	Yes
16/07/2025 17:00:40	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 19:43:54	No	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 21:05:26	No	Yes - Year-Round	Yes
16/07/2025 21:07:18	No	Yes - Year-Round	Yes
17/07/2025 06:51:11	No	No electricity would not affect my decision about mooring at Anson Dock	

17/07/2025 08:34:47	No	No electricity would not affect my decision about mooring at Anson Dock
17/07/2025 12:01:45	No	No electricity would not affect my decision about mooring at Anson Dock

18/07/2025 09:58:09	No	mooring at Anson Dock	
16/07/2025 19:43:26	Yes - Summer Months (May-September):	No electricity would not affect my decision about mooring at Anson Dock	
20/07/2025 16:03:07	Yes - Summer Months (May-September): Yes - Winter Months	No electricity would not affect my decision about mooring at Anson Dock	
16/07/2025 13:08:01	(October-April) Yes - Winter Months	Yes - Winter Months only	Yes
16/07/2025 13:50:08	(October-April)	Yes - Winter Months only	Yes
16/07/2025 12:57:49	Yes - Year Round	Yes - Year-Round	Yes
16/07/2025 17:56:50	Yes - Year Round	Yes - Year-Round	Yes
18/07/2025 07:27:25	Yes - Year Round	No electricity would not affect my decision about mooring at Anson Dock	
Results	Of the 18 people who don't have moorage:	One third would get moorage if electricity was available One third would use electricity if it was available	
	Concerns mentioned:	"Don't want CRD to pay for it; don't want lights on at night; would be better if there were other amenities like a restaurant or pub nearby"	

No electricity would not affect my decision about

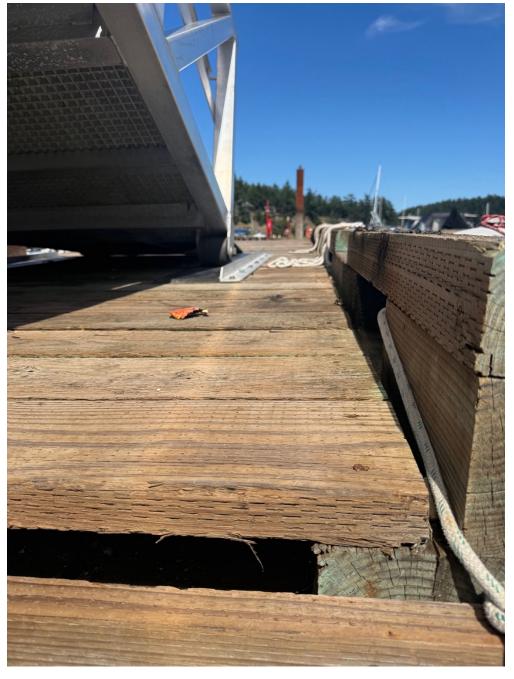
#### Appendix 11:

**Procedure for retrofitting dock wiring:** 

- 1. Metal strapping will be draped down between boards onto top of flotation.
- 2. Conduit will be slid through horizontal gap at Dock ends beneath planks, above strapping.
- 3. Raising the strapping elevates conduit.
- 4. Strapping is secured (stainless steel lag bolt) to dock joist.



Drop strapping between dock planks



Horizontal gap beneath planks for conduit access



# **Association of Mayne Island Boaters**

# Business Plan: electricity installation Anson Road Dock



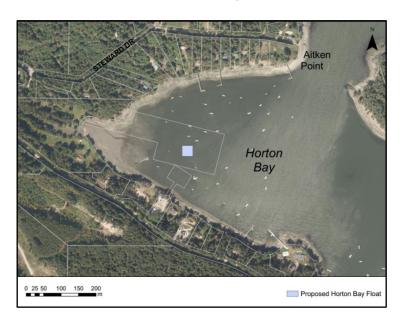
# NOTICE PLTUP20250060 Mayne Island Local Trust Committee

**NOTICE** is hereby given pursuant to Section 494 of the *Local Government Act* that the Mayne Island Local Trust Committee will be considering a resolution allowing for the issuance of a Temporary Use Permit. The proposed permit would apply to the DISTRICT LOT 575, COWICHAN DISTRICT being the unsurveyed land covered by water being the bed of Horton Bay, Cowichan District.

• The purpose of the Temporary Use Permit is to allow the storage of nine (9) marine dock floats within a designated location in Horton Bay.

The establishment of these uses would be subject to the conditions specified in the attached proposed permit. The permit would be issued for three (3) years and the owner may apply to the LTC to have it renewed once for an additional three (3) years.

The location of the permit location is shown on the following sketch:



A copy of the proposed permit may be inspected at the Islands Trust Office, 200 - 1627 Fort Street, Victoria, B.C. V8R 1H8 between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, excluding statutory holidays, commencing **September 12, 2025** and continuing up to and including **September 23, 2025**.

For the convenience of the public only, and not to satisfy Section 499 (2) (c) of the *Local Government Act*, additional copies of the Proposed Permit may be inspected at various Notice Boards on Mayne Island.

Enquiries or comments should be directed to Bruce Belcher, Planner 2 at (250) 405-5179, for Toll Free Access, request a transfer via Enquiry BC: In Vancouver 660-2421 and elsewhere in BC 1-800-663-7867; or by fax (250) 405-5155; or by email to: <a href="mailto:southinfo@islandstrust.bc.ca">southinfo@islandstrust.bc.ca</a> before 4:30 p.m., **September 23, 2025**.

The Mayne Island Local Trust Committee may consider a resolution allowing for the issuance of the permit during the regular business meeting starting at 1:30 p.m. on September 29, 2025 to be held at the Mayne Island Agricultural Hall, 430 Fernhill Road, Mayne Island.

All applications are available for review by the public with prior appointment. Written comments made in response to this notice will also be available for public review.



# **PROPOSED**

# MAYNE ISLAND LOCAL TRUST COMMITTEE TEMPORARY USE PERMIT PLTUP20250060

		Horton Bay
To:	Ne	il Piller
1.	Thi	s Permit applies to the land described below:
	a) b)	DISTRICT LOT 575, COWICHAN DISTRICT Unsurveyed land covered by water being the bed of Horton Bay, Cowichan District
2.		s Permit is issued for the purpose of permitting the applicant to conduct the following use as scribed:
	a)	Storage of up to nine (9) marine dock floats within the designated location identified in Schedule 'A' and Schedule 'B'.
3.	The	e Permit is subject to the following conditions:
	a) b) c)	Float storage is only permitted between the months of October to April.  No float storage is permitted outside of the specified dates.  No float storage is permitted outside of the designated location as identified in Schedule 'A' and Schedule 'B'.
4.	pei	s permit is valid for <b>three (3)</b> years from date of issuance of the permit and upon expiry of the rmit the owner of the site shall discontinue the temporary use to the satisfaction of the Islands ist, or apply for a renewal of this permit.
5.	to o	s permit is not a building permit and does not remove any obligation on the part of the permittee comply with all other requirements of "Mayne Island Land Use Bylaw No. 146, 2008" and to obtain her approvals necessary for completion of the proposed development, including approvals from a Capital Regional District, Island Health and Ministry of Transportation and Infrastructure.
AUTHO MONTH		ING RESOLUTION PASSED BY THE (LTA) ISLAND LOCAL TRUST COMMITTEE THIS ## <sup>TH</sup> DAY OF 02#.
		Deputy Secretary, Islands Trust

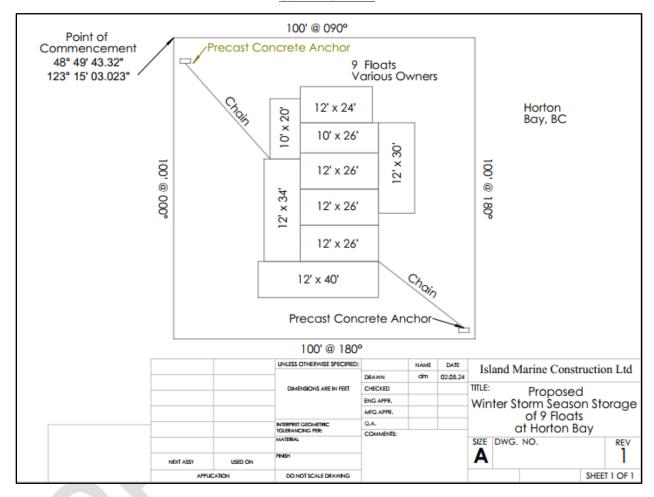
Date Issued



# **PROPOSED**

# MAYNE ISLAND LOCAL TRUST COMMITTEE PLTUP20250060

#### SCHEDULE 'A'





# **PROPOSED**

# MAYNE ISLAND LOCAL TRUST COMMITTEE PLTUP20250060

#### **SCHEDULE 'B'**

