



Making a difference...together

SOUTHERN GULF ISLANDS HARBOURS COMMISSION
Notice of Special Meeting on **Friday, September 24, 2021 at 9:30 a.m.**
Goldstream Meeting Room, 479 Island Highway, Victoria, BC

For members of the **public who wish to listen to the meeting** via telephone please call **1-833-353-8610** and enter the **Participant Code 1911461 followed by #**. You will not be heard in the meeting room but will be able to listen to the proceedings.

B. Dearden (Chair), Mayne Island
P. Brent (V. Chair), Saturna Island
D. Howe, Electoral Area Director
J. Deschenes, North Pender Island

R. Fenton, South Pender Island
J. Hall, Piers Island/Swartz Bay
B. Mabberley, Galiano Island

SPECIAL MEETING AGENDA

1. APPROVAL OF AGENDA

2. PRESENTATIONS/DELEGATIONS

This meeting will be held without the public present. A phone in number is provided above that will allow the public to listen to the meeting.

Presentation and Delegation requests can be made [online](#) or complete this [printable form](#) (PDF). Requests must be received no later than 4:30 p.m. two calendar days prior to the meeting.

3. SPECIAL MEETING BUSINESS

3.1. Proposed Amendments to Bylaw 2844, Southern Gulf Islands Small Craft Harbours Regulation Bylaw

4. ADJOURNMENT

Next Meeting: Friday, October 22, 2021

*To ensure quorum, advise **DENISE DIONNE, 250-360-3087** if you cannot attend.*

**CAPITAL REGIONAL DISTRICT
BYLAW NO. 2844**

(As amended by Bylaw Nos. 2905, 3233, 3295, 3417, 3586, 3651, 3814)

Consolidated version authorized in accordance with Bylaw No. 3014,
CRD Consolidation Authorization Bylaw ~~No. 1, 2002~~

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

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

For technical enquiries regarding this bylaw, please contact:

~~Pete Williams, Ports Manager
Telephone 250.361.5518~~

CRD, Manager of Southern Gulf Island Small Craft Harbours
Telephone 250.360-0000

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

Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw

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. 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 ~~w~~Wharfinger or ~~Ports Manager~~CRD. (Bylaw 3417)
- “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 ~~Ports Manager~~, wharfingers, RCMP and Capital Regional District bylaw enforcement officers; (Bylaw 3295)
- “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; (Bylaw 3586)
- “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 and includes those listed in Schedule B;
- “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*;

- ~~“length of vessel” – length of vessel includes the overall length of the vessel including bowsprit and engine, and any other extensions of the vessel from the bow or stern;~~ -----
- “liquor” has the same meaning as in the *Liquor Control and Licensing Act* of British Columbia;
- “loading zone” means that area of a dock used solely for loading and unloading passengers, supplies or freight and identified by a yellow painted tie-rail or other identifying marking; (Bylaw 3586)
- “moor” means to secure a vessel or watercraft by means of lines, cables or anchors;
- “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 ~~co-axle~~ cable services to an address in the Southern Gulf Islands Electoral Area;
- ~~“Ports Manager” means the person contracted by the CRD to manage the operation of all docks overseen by the Commission;~~ (Bylaw 3586)
- “resident” means a person who satisfies the conditions of residency established in section 52 of the *Local Government Act* in respect of the Southern Gulf Islands Electoral Area;
- “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; (Bylaw 3586)
- ~~“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 marking;~~
- “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 by the CRD to collect moorage and to conduct day to day operation of a dock or docks. (Bylaw 3586)

Commented [SH1]: A concern was expressed of vessel with an outboard and a pod engine that extended far out from the stern, and into a yellow painted area.

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.

(Bylaw 3586)

NOISY ACTIVITIES

9. No person shall while on or moored at 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.

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 or the Ports Manager.

(Bylaw 3586)

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.

(Bylaw 3586)

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.

(Bylaw 3417)

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. *(Bylaw 2905)*

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. *(Bylaw 3586)*
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. *(Bylaw 3586)*
23. Persons conducting any business authorized by the CRD shall obtain and pay for a license in accordance with Schedule A. *(Bylaw 3586)*

CONSTRUCTION

24. No person shall build upon or place any structure on a dock except where authorized by the CRD. *(Bylaw 3586)*

FEES

- 25.
- (1) A person in control of a vessel or watercraft, which is moored at a dock for less than two 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 two 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 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."

(Bylaw 3586, 3814)

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 vessel or watercraft and the action of its crew.

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.

(Bylaw 3586)

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 ~~Ports Manager~~CRD may order a vessel or watercraft to move or alter its position. *(Bylaw 3417, 3586)*
- 31. The wharfinger or ~~Ports Manager~~CRD, at their discretion, may order that any vessel or watercraft is not allowed to moor to the dock.
- 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. *(Bylaw 3586)*

ABANDONMENT

- 33. No person shall abandon a vessel or watercraft at a dock.
- 34. Where the ~~Ports Manager~~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 ~~Ports Manager~~wharfinger shall make a report to the CRD with recommendations for the removal of the abandoned vessel or watercraft. (Bylaw 3586)

OBSTRUCTION

35. The ~~Ports Manager~~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 ~~Ports Manager~~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 ~~Ports Manager~~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 ~~Ports Manager~~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.

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

(Bylaw 3295)

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

(Bylaw 3651)

- ~~40.~~39. 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.

(Bylaw 3586)

- ~~41.~~40. If a vessel, chattel or obstruction is removed and impounded, the ~~Ports Manager~~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 ~~Ports Manager~~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 or disposition under section 42, as applicable, if unclaimed; or
- (2) if the identity of the owner is not determined, the ~~Ports Manager~~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 or disposition under section 42, as applicable, if unclaimed.

- ~~42.~~41. 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.~~42. 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 otherwise disposed of if unclaimed.

(Bylaw 3586)

Commented [SH2]: There is also Authority under the CRD's Ticketing Bylaw to assist the wharfinger

Commented [SH3]: Take photos of boats in offence, report dates and issue a notice on the boat with fees outstanding

Options exist to recover costs:
-Take to Small Claims court or Federal Court
Could get a lien on the vessel, an order to pay...

~~44.~~43. The CRD may engage the services of a bailiff to remove, impound and auction vessels, chattels and other obstructions under this section and sections 45 to 48. *(Bylaw 3586)*

PUBLIC AUCTION

~~45.~~44. Any vessel, chattel or obstruction not claimed by its owner, including where the ~~Ports Manager~~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.

~~46.~~45. 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.~~46. 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. *(Bylaw 3586)*

~~48.~~47. If the ~~Ports Manager~~CRD considers that a vessel, chattel or obstruction removed and impounded from a wharf is of insufficient value to warrant an auction, subsequent to the Commission's approval by resolution, the ~~Ports Manager~~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.

PORTS MANAGERCRD AND WHARFINGER

- 49.
- (1) The ~~wharfinger~~Ports Manager, under the direction of the CRD, is responsible for the operation, administration and management of the docks and may post signs and give such orders, either orally or in writing, in respect of the operation of the dock, as are authorized by these regulations. *(Bylaw 3586)*
 - (2) No person shall contravene:
 - (a) an order of the ~~Ports Manager~~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 ~~Ports Manager~~CRD or a wharfinger, the ~~Ports Manager~~CRD or wharfinger wharfinger may have the vessel, watercraft or goods removed from the dock at the owner's expense.
 - (4) An order of the ~~Ports Manager~~CRD prevails over an order of a wharfinger.
 - (5) The ~~wharfinger~~ Ports Manager is authorized to administer and sign on behalf of the CRD the License Agreements contained in Schedules "C", "D" and "E". *(Bylaw 3651)*
 - (6) The ~~W~~wharfingers are authorized to administer and sign on behalf of the CRD the License Agreement contained in Schedule "C". *(Bylaw 3651)*

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”. **(Bylaw 3586)**

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. Causton
CHAIR

Carmen I. Thiel
SECRETARY

This Bylaw is a copy of *Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000*, consolidated under section 139 of the *Community Charter* and is printed on the authority of the Corporate Officer of the CRD.

, Corporate Officer

SCHEDULE "A"
Bylaw No. 2844

(Bylaw 2905, 3233, 3295, 3417, 3586, 3651, 3814)

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 ~~14~~ 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, ~~250~~ 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 52 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.

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

2. **MOORAGE FEES** (All moorage fees include applicable taxes)

- (a) (i) Moorage Fees from 2 to 12 hours, normally commencing and ending between **8:00 AM** and **8:00 PM** of the same day.

\$0.5 per lineal foot per day plus taxes.

Commented [SH4]: Need Input

BOAT LENGTH			BOAT LENGTH		
FEET	METRES	FEE	FEET	METRES	FEE
5 to 6	to 1.8	\$2.50	33 to 34	to 10.4	\$12.75
7 to 8	to 2.4	\$3.00	35 to 36	to 11.0	\$13.50
9 to 10	to 3.0	\$3.75	37 to 38	to 11.6	\$14.25
11 to 12	to 3.7	\$4.50	39 to 40	to 12.2	\$14.75
13 to 14	to 4.3	\$5.25	41 to 42	to 12.8	\$15.75
15 to 16	to 4.9	\$6.00	43 to 44	to 13.4	\$16.50
17 to 18	to 5.5	\$6.75	45 to 46	to 14.0	\$17.25
19 to 20	to 6.1	\$7.50	47 to 48	to 14.6	\$18.25
21 to 22	to 6.7	\$8.25	49 to 50	to 15.2	\$18.75
23 to 24	to 7.3	\$9.00	51 to 52	to 15.8	\$19.50
25 to 26	to 7.9	\$9.75	53 to 54	to 16.5	\$20.25
27 to 28	to 8.5	\$10.50	55 to 56	to 17.1	\$21.00
29 to 30	to 9.1	\$11.25	57 to 58	to 17.7	\$21.75
31 to 32	to 9.8	\$11.75	59 to 60	to 18.3	\$22.50

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

\$1 per linear foot plus tax (need to redo the table)

Commented [SH5]: Need Input

BOAT LENGTH			BOAT LENGTH		
FEET	METRES	FEE	FEET	METRES	FEE
5 to 6	to 1.8	\$5.00	33 to 34	to 10.4	\$25.50
7 to 8	to 2.4	\$6.00	35 to 36	to 11.0	\$27.00
9 to 10	to 3.0	\$7.50	37 to 38	to 11.6	\$28.50
11 to 12	to 3.7	\$8.75	39 to 40	to 12.2	\$30.00
13 to 14	to 4.3	\$10.25	41 to 42	to 12.8	\$31.25
15 to 16	to 4.9	\$11.50	43 to 44	to 13.4	\$32.75
17 to 18	to 5.5	\$13.50	45 to 46	to 14.0	\$34.50
19 to 20	to 6.1	\$14.75	47 to 48	to 14.6	\$36.00
21 to 22	to 6.7	\$16.25	49 to 50	to 15.2	\$37.50
23 to 24	to 7.3	\$18.00	51 to 52	to 15.8	\$38.75
25 to 26	to 7.9	\$19.25	53 to 54	to 16.5	\$40.50

27 to 28	to 8.5	\$21.00	55 to 56	to 17.1	\$41.75
29 to 30	to 9.1	\$22.50	57 to 58	to 17.7	\$43.50
31 to 32	to 9.8	\$24.00	59 to 60	to 18.3	\$44.75

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

(b) **Moorage Coupon Book Fees**

A Moorage Coupon Book contains 20 coupons. Each coupon entitles a person who is a resident in control of a vessel or watercraft to moor for a single 12-hour continuous period. Coupons may not be used to pay for two consecutive 12-hour periods. The following will be charged for each coupon book:

Vessel or Watercraft **Length:**

Up to 16 ft.	Over 16 ft. up to 20 ft.	Over 20 ft. up to 24 ft.	Over 24 ft. up to 28 ft.	Over 28 ft. up to 32 ft.
\$54.00	\$62.50	\$74.50	\$88.00	\$102.00

(c) **Monthly Commuter Pass**

A Monthly Commuter Pass, entitling a person who is a resident in control of a vessel or watercraft to moor for up to 12 hours in a 24 hour period at any dock operated by the CRD, may be purchased for the following fees:

- (i) \$2.25 per **lineal** foot per month.
- (ii) If the resident currently has prepaid long-term moorage at a dock operated by the CRD the fee is \$1.50 per **lineal** foot per month.

(d) **Prepaid Long-Term Moorage Fees**

- (i) The prepaid monthly moorage fee is ~~\$5.50~~ **4.40** per **lineal** foot per month. **(need to add taxes)**
- (ii) The prepaid quarterly moorage fee is ~~\$16.00~~ **11.80** per **lineal** foot per quarter. **(need to add taxes)**
- (iii) The prepaid annual moorage fee is ~~\$60~~ **42.50** per **lineal** foot per year. **(need to add taxes)**
- (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.

- (e) **Long-term moorage fees for a dinghy bow-tied at a dock** area posted with a sign saying "dinghies only" shall be as follows:

Commented [SH6]: Used at some docks and by some users

Commented [SH7]: Will adjust to fit the new rates

Commented [SH8]: Need input

Commented [SH9]: Do we increase the rate towards the market, incrementally over time (3 years?)

Sidney moorage is over \$12 per lineal foot but it includes power and water
Otter Bay moorage on Pender is \$10.25 and an extra \$67 for power.
Water depends on drought conditions

Do we increase from \$3.40 to \$5, \$6 and \$7 per lineal foot over a duration of time?

- (i) The prepaid monthly moorage fee is \$22.00.
- (ii) The prepaid quarterly moorage fee is \$59.25.
- (iii) The prepaid annual moorage fee is \$213.25.

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

(f) **Springline Moorage Fees**

Commented [SH10]: Used at some docks – Miners Bay...

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) ~~(i) — Annual fee is \$800 (formerly a fee of \$682.30 per year as per below).~~
- ~~(i) — Four month period from May 15th to September 15th each year is \$157.50~~
- ~~(ii) — When permitted, any additional period is \$65.60 per month.~~

(g) 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" a license at a cost of \$62.50 per annum in addition to the fees set out in section 3(b) and (c) below.

(b) (i) Loading and Unloading Water Taxis and Charter Boats:

Landings/month/dock	Monthly Fee	Annual Fee
0-2	No charge	N/A
3-10 5	\$20.50	\$205.00
10+ 16-30	\$34.00 - \$90	\$340.00 \$1000
31+	\$55.00	\$550.00

Commented [SH11]: Need input

- (ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the ~~Ports Manager~~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.

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

4. SEAPLANES

- (a) The loading and unloading fee for casual use by seaplanes is \$13.50 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 \$62.50 per 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
3 – 24 48	\$205.00 - \$400
24+49 – 200	\$410.00 \$1,000
200 +	\$550.00

- (c) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the ~~Ports Manager~~ 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 purchase a license as prescribed in "Schedule D" at a cost of \$62.50 per annum.
- (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". ~~OR DO WE DELETE??~~

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 \$114.00
- (b) Towing Fee per hour (for towing or removal to storage location) \$170.50 OR MARKET COST WHICHEVER IS GREATER?
- (c) Hauling Out Fee per hour \$170.50 OR MARKET COST WHICHEVER IS GREATER?

CRD Bylaw No. 2844 (Consolidated)

14

~~September 28, 2012~~ December ??, 2021

Southern Gulf Islands Small Craft Harbours Regulations

Commented [SH12]: FOR REFERENCE THE PORT OF VICTORIA CHARGES \$100 TO \$350 (depending on the size of the plane) PER LANDING AND \$100 to \$300 FOR HOLDING FEE UP TO 2 HOURS

Example: 24 landings per year x \$100 per event would be \$2,400 per airport. We have taken a considered approach from a different perspective and moderated the fee.

Commented [SH13]: Do we leave this section in?

EXAMPLE OF THE IMPACT :

- \$5/lineal foot x 1.5 = \$7.50 per foot (Lyall Harbour , Anson Road)
- \$6/lineal foot x 1.5 = \$9.00 per foot

- (d) Fee for Placing on Blocks/Removal from Trailer (fee per hour) \$170.50 OR MARKET COST WHICHEVER IS GREATER?
- (e) Storage Costs for Vessel (rate per day per foot) \$4.00 OR MARKET COST WHICHEVER IS GREATER?

SCHEDULE "B"
Bylaw No. 2844

(Bylaw 2905, 3295, 3417, 3586, 3651, 3814)

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 *(By Agreement)*
Anson Road
- NORTH PENDER ISLAND: Port Washington
Browning Harbour
Hope Bay
- PIERS ISLAND: Piers Island
- SATURNA ISLAND: Lyall Harbour
- ~~SOUTH PENDER ISLAND~~ ~~Bedwell Harbour (By Agreement)~~
- VANCOUVER ISLAND: Swartz Bay

SCHEDULE "C"
Bylaw No. 2844

(Bylaw 3417, 3586, 3651)

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

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

TO: Name _____
 Address _____ City _____ Prov. _____
 Postal Code _____ Telephone (home) _____ (cell) _____

("the Licensee")

Name of Vessel _____ Registration No. _____
 Length _____ Port of Registry _____ Boat Make _____

("the Vessel")

For permission to moor the Vessel to a dock or docks operated by the CRD and known as:

_____ **("the Dock")**

For the period of _____ to _____ **("the Term")**

Emergency 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, ~~Ports Manager~~ and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, ~~Ports Manager~~ 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;

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 ~~one-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;
- l. 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 **Ports ManagerCRD** 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, or auction 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, ~~or 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 **Ports ManagerCRD** 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 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 **Ports ManagerCRD** 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 **Ports ManagerCRD**, the Vessel will be deemed to be abandoned;
- x. Where the **Ports ManagerCRD** 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, or auction the Vessel in accordance with the Bylaw.

Signature of Licensee _____ Date _____

Issued per CRD _____
(**Ports ManagerCRD** or wharfinger) Date _____

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)

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

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

TO: Name _____
 Address _____ City _____ Prov. _____
 Postal Code _____ Telephone (home) _____ (cell) _____
 ("the Licensee")

Name of Vessel _____ Registration No. _____
 Length _____ Port of Registry _____ Boat Make _____
 ("the Vessel")

For permission to moor the Vessel to a dock or docks operated by the CRD and known as:

_____ ("the Dock")

For the period of _____ to _____ ("the Term")

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, ~~Ports Manager~~ and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, ~~Ports Manager~~ 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 ~~two~~ three million dollars per single occurrence and must maintain said policy for the duration of the Term;
- l. 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 ~~Ports Manager~~ 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, or auction 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 ~~Ports Manager~~ 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 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 ~~Ports Manager~~ 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;
- u. 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 ~~Ports Manager~~ CRD, the Vessel will be deemed to be abandoned;
- y. Where the ~~Ports Manager~~ 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, or auction the Vessel in accordance with the Bylaw.

Signature of Licensee _____ Date _____

Issued per CRD _____ Date _____
(~~Ports Manager~~ 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)

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: _____
 (date)

TO: Name _____
 Address _____ City _____ Prov. _____
 Postal Code _____ Telephone (home) _____ (cell) _____
 ("the Licensee")

For permission to moor the Seaplane to any dock or portion of a dock operated by the CRD that has been designated for use by seaplanes and identified by a red triangle on the dock surface ("the Airport")

For the period of _____ to _____ ("the Term")

Annual 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, ~~Ports Manager~~ 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, ~~Ports Manager~~ and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, ~~Ports Manager~~ 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;
- l. 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 Ports ManagerCRD 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 Ports ManagerCRD 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 _____
(Ports ManagerCRD)

Date _____

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.