

**CAPITAL REGIONAL DISTRICT
BYLAW NO. 3651**

**A BYLAW TO AMEND BYLAW NO. 2844,
THE CAPITAL REGIONAL DISTRICT SOUTHERN GULF ISLANDS
SMALL CRAFT HARBOURS REGULATION BYLAW**

The Board of the Capital Regional District in open meeting assembled enacts as follows:

1. Bylaw No. 2844, "Capital Regional District Southern Gulf Islands Harbours Commission Regulation Bylaw No. 1, 2000" is amended as follows:
 - (1) By deleting Section 39. in its entirety and replacing it with the following:

“39. The Ports Manager 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.”
 - (2) By adding the following under Section 49:
 - “(5) The Ports Manager 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”.”
 - (3) By deleting Schedules “A” through “E” in their entirety and replacing with the attached Schedules “A” through “E”.
 - (4) The fees and charges in the Schedule “A” attached to this bylaw shall come into effect starting January 1, 2010.
2. This Bylaw may be cited as "Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000, Amendment Bylaw No. 6, 2009".

READ A FIRST TIME THIS	DAY OF	2009
READ A SECOND TIME THIS	DAY OF	2009
READ A THIRD TIME THIS	DAY OF	2009
ADOPTED THIS	DAY OF	2009

CHAIR

CORPORATE OFFICER

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 5 feet and a motor of not more than 9.9 horsepower;

“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;

“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 4 to 12 hours, normally commencing and ending between **8:00 AM** and **8:00 PM** of the same day.

BOAT LENGTH			BOAT LENGTH		
<u>FEET</u>	<u>METRES</u>	<u>FEE</u>	<u>FEET</u>	<u>METRES</u>	<u>FEE</u>
5 to 6	to 1.8	\$2.25	33 to 34	to 10.4	\$11.50
7 to 8	to 2.4	\$2.75	35 to 36	to 11.0	\$12.25
9 to 10	to 3.0	\$3.50	37 to 38	to 11.6	\$13.00
11 to 12	to 3.7	\$4.00	39 to 40	to 12.2	\$13.50
13 to 14	to 4.3	\$4.75	41 to 42	to 12.8	\$14.25
15 to 16	to 4.9	\$5.50	43 to 44	to 13.4	\$15.00
17 to 18	to 5.5	\$6.25	45 to 46	to 14.0	\$15.75
19 to 20	to 6.1	\$6.75	47 to 48	to 14.6	\$16.50
21 to 22	to 6.7	\$7.50	49 to 50	to 15.2	\$17.00
23 to 24	to 7.3	\$8.25	51 to 52	to 15.8	\$17.75
25 to 26	to 7.9	\$8.75	53 to 54	to 16.5	\$18.50
27 to 28	to 8.5	\$9.50	55 to 56	to 17.1	\$19.00
29 to 30	to 9.1	\$10.25	57 to 58	to 17.7	\$19.75
31 to 32	to 9.8	\$10.75	59 to 60	to 18.3	\$20.50

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

BOAT LENGTH			BOAT LENGTH		
<u>FEET</u>	<u>METRES</u>	<u>FEE</u>	<u>FEET</u>	<u>METRES</u>	<u>FEE</u>
5 to 6	to 1.8	\$4.50	33 to 34	to 10.4	\$23.25
7 to 8	to 2.4	\$5.50	35 to 36	to 11.0	\$24.50
9 to 10	to 3.0	\$6.75	37 to 38	to 11.6	\$26.00
11 to 12	to 3.7	\$8.00	39 to 40	to 12.2	\$27.25
13 to 14	to 4.3	\$9.25	41 to 42	to 12.8	\$28.50
15 to 16	to 4.9	\$10.50	43 to 44	to 13.4	\$29.75
17 to 18	to 5.5	\$12.25	45 to 46	to 14.0	\$31.25
19 to 20	to 6.1	\$13.50	47 to 48	to 14.6	\$32.75
21 to 22	to 6.7	\$14.75	49 to 50	to 15.2	\$34.00
23 to 24	to 7.3	\$16.25	51 to 52	to 15.8	\$35.25
25 to 26	to 7.9	\$17.50	53 to 54	to 16.5	\$36.75
27 to 28	to 8.5	\$19.00	55 to 56	to 17.1	\$38.00
29 to 30	to 9.1	\$20.50	57 to 58	to 17.7	\$39.50
31 to 32	to 9.8	\$21.75	59 to 60	to 18.3	\$40.75

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 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 foot per month.

(d) Prepaid Long-Term Moorage Fees

- (i) The prepaid monthly moorage fee is \$4.40 per foot per month.
- (ii) The prepaid quarterly moorage fee is \$11.80 per foot per quarter.
- (iii) The prepaid annual moorage fee is \$42.50 per foot per year.
- (iv) Despite subsections (i), (ii) and (iii), no person in control of a vessel or watercraft shall moor 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:

- (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

Where a springline moorage system has been approved by the CRD the following rates will apply:

- (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.

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
3-15	\$20.50	\$205.00
16-30	\$34.00	\$340.00
31+	\$55.00	\$550.00

(ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the Ports Manager 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 \$13.50 per landing in excess of 2 landings per airport per year.

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

- (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 - 48	\$205.00
49 - 200	\$410.00
200 +	\$550.00

- (c) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the Ports Manager 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 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 \$114.00
- (b) Towing Fee \$170.50 per hour
(for towing or removal to storage location)
- (c) Hauling Out Fee \$170.50 per hour
- (d) Fee for Placing on Blocks/Removal from Trailer \$170.50 per hour
- (e) Storage Costs for Vessel Daily Rate \$4.00 per day per foot
(per day, based on length of vessel)

SCHEDULE "B"

Bylaw No. 2844

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
- MAYNE ISLAND: Miners Bay
Horton Bay (By Agreement)
- NORTH PENDER ISLAND: Port Washington
Browning Harbour
Hope Bay
- PIERS ISLAND: Piers Island
- SOUTH PENDER ISLAND Bedwell Harbour (By Agreement)
- VANCOUVER ISLAND: Swartz Bay

SCHEDULE "C"
Bylaw No. 2844

**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;

CRD Bylaw No.3651

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 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 Manager 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 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 Manager 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 Ports Manager 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 Manager, the Vessel will be deemed to be abandoned;
- x. Where the Ports Manager 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 Manager or wharfinger)

Date _____

<p>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY</p> <p>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.</p>
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SCHEDULE "D"
Bylaw No. 2844

**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 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 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 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 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 Ports Manager 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, the Vessel will be deemed to be abandoned;
- y. Where the Ports Manager 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 _____
(Ports Manager)

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 "E"
Bylaw No. 2844

**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 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 Manager 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 Manager 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 Manager)

Date _____

<p>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY</p> <p>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.</p>
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