



Making a difference...together

SOUTHERN GULF ISLANDS HARBOURS COMMISSION

Notice of a meeting on **Tuesday, May 20, 2014** at 1:15 pm

Saanich Peninsula Health Unit, Mt. Newton X Road

S. Cropper - Chair, Mayne Island
J. Heaney, N. Pender Island
B. Young, Piers Island
S. Midgley, Galiano Island

L. Peck, Saturna Island
M. Callendar, S Pender Island
D. Howe, SGI EA Director

AGENDA

1. Approval of Agenda
2. Adoption of Minutes of March 11, 2014
3. Report of the Chair
4. Presentations/Delegations
 - Ian Dow, regarding Miner's Bay
5. Correspondence
 - Mayne Island Conservancy Society, regarding the use of Miners Bay Dock, Mayne Island for a pilot herring spawn reintroduction project
6. Report of the CRD Director
7. Report of the Ports Manager
8. Report of the Treasurer
9. Wharfinger Request for Proposals (RFP) (Staff Report #SGIHC 2014-01)
10. Discussion on Harbours Mandate
11. New Business
12. Motion to close the meeting in accordance with the Community Charter, Part 4, Division 3, 90 (1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the regional district or another position appointed by the regional district; and (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
13. Adjournment

Distribution:

B. Lapham, Chief Administrative Officer, Capital Regional District
T. Robbins, General Manager, Integrated Water Services
S. Olsen, Alternate SGI EA Director
P. Williams, Ports Manager
M. Brown, Recording Secretary

**Draft Minutes of a Meeting of the
SOUTHERN GULF ISLANDS HARBOURS COMMISSION
held on Tuesday, March 11, 2014 at the
Saanich Peninsula Health Unit, Mt. Newton X Rd., Saanichton, BC**

PRESENT: Stephen Cropper - Chair, Mayne Island
Jon Heaney, N. Pender Island
Bryce Young, Piers Island
Mike Callendar, S. Pender Island
Larry Peck, Saturna Island
Pete Williams, Ports Manager
Sylvia Olsen, Alternate Regional Director
Marian Brown, Recording Secretary

ABSENT: David Howe, Regional Director; Sheila Midgley, Galiano Island
Ted Robbins, General Manager CRD Integrated Water Services

The meeting was called to order at 1:15 pm and the Chair welcomed those present.

1. Approval of Agenda

Moved by Mike Callendar, **seconded** by Sylvia Olsen, that the agenda be approved. **Carried**

2. Approval of Minutes – February 18, 2014

Moved by Bryce Young, **seconded** by Larry Peck that the minutes of the SGIHC meeting held February 18, 2014 be adopted as circulated. **Carried**

3. Report of the Chair

The Chair noted that this meeting would continue review of the draft SGIHC Strategic Plan.

4. Presentations/Delegations – None

5. Correspondence - None

6. Report of the CRD Director – No report

7. Report of the Ports Manager

Horton Bay

The Ports Manager reported on his visit to inspect the Horton Bay float and noted the repairs which need to be made to the DFO owned float. He is awaiting the outcome of the Department of Fisheries legal case and the divestiture process.

The Ports Manager noted his attendance at a January EDC meeting in Sidney where topics of discussion included transportation and a study of public transit, including water taxi, on the islands which may tie in with the use of CRD docks. It was noted that both a fee and licensing structure are in place. Commission members discussed the issue and noted the following: funding is available to conduct a survey of islanders 'wants'; possibility of a pilot program this summer and the question of fee payment; need for filing a "Schedule C" form to conduct water taxi business; liability; loading zones (currently no loading zone at Hope Bay); and the question of extending the Hope Bay dock or else provision of a dinghy dock.

8. Report of the Treasurer

Jon Heaney provided verbal details for the 2013 year end as follows: total revenue - \$70,564; operating expenses - \$148,078; administrative expenses - \$46,747; and funds in Capital Reserve as of December 31 - \$1,216,487.

9. Islands Trust NPI Bylaw Amendment Referral

The Ports Manager reported on his meeting with Islands Trust regarding referral of Bylaw No 194 and W4 zoning. A slide showing the discrepancy between the zoning and the water lot boundary as well as the existing dock facility at Port Washington was displayed. Commission members discussed various possibilities.

Moved by Mike Callendar, **seconded** by Larry Peck, that the SGIHC reports to Islands Trust that it wants to ensure that the zoning encompasses the existing CRD dock structure and water lot at Port Washington. **Carried**

10. Continuation of Strategic Planning Session

Commission members reviewed the draft strategic plan which included recommendations made at the previous SGIHC meeting in February.

Moved by Jon Heaney, **seconded** by Larry Peck that the Southern Gulf Islands Harbours Commission Strategic Plan for 2014/15 – 2018/19 be approved as per the revisions made at today's meeting. **Carried**

11. New Business – Work Plan for 2014

A copy of the revised work plan for 2014 was distributed and reviewed by commission members.

Moved by Jon Heaney, **seconded** by Larry Peck that the SGIHC approves the draft work plan for 2014 with the recommendation to remove the names of the islands. **Carried**

Commission members recessed from 3:30 – 3:35 pm.

12. Closed Meeting

Moved by Larry Peck, **seconded** by Mike Callendar, that the SGIHC close the meeting in accordance with the Community Charter, Part 4, Division 3, 90 (1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the regional district of another position appointed by the regional district.

The Committee closed the meeting at 3:35 pm.

The regular meeting of the SGIHC reconvened at 4:12 pm.

13. Rise and Report

That six months before the termination of the Ports Manager's contract, that he be given clarity on the process and, at three months, notice of the outcome of the process.

That CRD staff make the SGIHC aware of the process to engage contact with the Ports Manager at the commission meetings in May and September 2014.

14. Next Meeting Date – May 20, 2014 – 1:15 pm

15. Adjournment

Moved by Jon Heaney, **seconded** by Larry Peck that the meeting adjourn, 4:15 pm.

Carried



Southern Gulf Islands Harbours Commission

Capitol Regional District

Victoria, BC

May 13, 2014

Re: Use of Miners Bay Dock, Mayne Island for a pilot herring spawn reintroduction project.

Dear Commissioners:

I writing this letter to inform you of this exciting pilot program that the Mayne Island Conservancy and the Mayne Island Residents and Ratepayers Association are proposing for the Miners Bay Dock on Mayne Island. As this dock is under the administration of the Commission, we are seeking your support for undertaking this project. The following highlights what is involved in this project, why it is important and what we anticipate will be the outcomes.

Background

Eelgrass meadows provide important foraging grounds and nurseries for populations of invertebrates, marine mammals, marine birds and fish, including out-migrating salmon. A keystone species which targets eelgrass meadows for spawning substrate is the Pacific Herring. Herring are a key forage fish for a multitude of economically and recreationally important marine species – from salmon to seals to Bald Eagles. Miners Bay has an extensive nearshore ecosystem dominated by eelgrass which historically supported moderate to heavy herring spawn congregations. These spawning events occurred annually up until the late 1970's when the frequency and size of the spawn collapsed. There has been no documented herring spawn in Miners Bay since the 1990's. Nonetheless, the conditions which support herring spawning continue to exist and with the MICS detailed mapping of the extent of eelgrass systems within Miners Bay, it is felt that herring could once again become part of this productive near shore ecosystem. Herring spawned in 2013 at Horton Bay, Mayne Island indicating that this species still frequents the waters around Mayne Island. The proposal is to use a geotextile cloth to wrap around pilings at the low intertidal to near subtidal levels. It is known that herring prefer clean surfaces on which to attach their eggs (traditionally clean eelgrass blades). Experience at other sites within the Salish Sea (Pender Harbour, Squamish Terminals and False Creek) has shown that marine structures with pilings can be adapted to provide artificial spawning habitat attractive to adult herring for spawning purposes.

Parks Canada-
2013 Certificate of Appreciation



Islands Trust- 2013 Community
Stewardship Award Recipient

PO Box 31 • Mayne Island • British Columbia • V0N 2J0
Phone: 250-539-5168 • Email: info@conservancyonmayne.com • www.conservancyonmayne.com

As Pacific Herring are a vital component of not only many commercially and recreationally valuable ecosystems, but also of many food web relationships that support non-commercial fish and wildlife species. By bringing this species back to the Miners Bay ecosystem, it is believed that this will increase the productivity of this system and increase the diversity and abundance of fish and wildlife using or passing through this system. Historically, we know that the numbers of seaducks, diving birds and predatory fish that used these waters were immense and that the annual late winter spawn of herring provided a high quality food resource at a critical point in many of these species life cycles. This project is expected to contribute to the increased productivity of this system.

Summary

The proposal is to use a geotextile cloth (Enviroliner) to wrap around pilings at the low intertidal to near subtidal levels. It is known that herring prefer clean surfaces on which to attach their eggs. The cloth (Enviroliner) will be panels of approximately 40 square feet (5ftX8ft) wrapped around selected pilings (between 10 and 20 at this pilot stage) and attached using stainless steel hardware (screws and washers). The installation will consist of a shore crew cutting and preparing the panels and a diver team to attach them. It is proposed that each panel will be attached at the lowest tide possible and that it will be from the mid low tide level to the high subtidal level on the piling. Doing this ensures that the amount of exposure of the panels to the air will be reduced. The proposed work window will be the low tides of the November 2014 to January or February 2015. Actual work scheduling will be dependent on weather conditions as well. Experience at the other sites where this has been done has shown that installing the panels in the winter months reduces that amount of fouling and attachment by non-target organisms such as algae, mussels and barnacles. As the tides at this time of year occur at night or in the early morning hours, boat support and lighting will be needed for safety reasons.

Once the panels are in place, a volunteer team will take on regular monitoring and recording of the performance of the material to exposure from waves (wind and ferry wake) and currents as well as freezing and exposure to air at low tides. At the annual herring spawn season (late February-March), the panels will be inspected as frequently as possible during appropriate tides to detect evidence of herring spawn. After the egg hatch and at an appropriate time in the fall, the panels will be inspected for evidence of damage, fouling or colonization by non-target organisms. At that point, they will be removed and cleaned for reinstallation later the year. This ongoing maintenance will be covered by volunteers and in some cases honouraria to cover gas and diver costs. These ongoing funds will come from the two sponsoring organizations.

The panels themselves are a form of landscape cloth that has been found to be very attractive to herring for attaching eggs. The cloth forms a barrier between the eggs and the creosote pilings and as such prevents harm to the eggs from creosote. Creosote kills herring eggs outright if attached to unwrapped pilings. The panels will not add any significant new bearing weight to the pilings and through the initial assessment for suitable pilings only those most sound will be used. The nature of this project is that the panels have to be removable for maintenance, cleaning and replacement if damaged and as such can be

removed at any time when the tides and weather permit. The sponsor organisations understand that at some point in the future, the whole Miners Bay Dock structure will be upgraded to improve its safety. At that time, all the panels will be removed to allow for the construction to take place. We would hope that after that work has been completed that the existing array of panels and perhaps additional ones could be re-installed on the new pilings which preferably would not be creosote-type.

I trust that this information is sufficient for the Commission to make a decision on whether to support this very exciting project.

Should you need any more information please do not hesitate to contact me.

I look forward to your response.

Regards,

Michael Dunn

Executive Director

Mayne Island Conservancy Society

Box 31, Mayne Island, BC V0N 2J1

ed@conservancyonmayne.com

www.conservancyonmayne.com



Making a difference...together

Small Craft Harbour Services



May 20, 2014

Goals

1. A Cost-Effective System of Small Craft Docks for the Southern Gulf Islands
 2. Safe & Sustainable Docking Infrastructure
 3. Accessible, Cost-effective Moorage Services
 4. Community-led Governance & Community Engagement
-

Goals 2 and 3

- * RFQ- Maintenance contract:
 - * Preliminary work begun
 - * Target to tender in June subject to resource availability
 - * Status update July Meeting
- * Miners Bay inspection- Late June (daytime low tides)
 - * Draft Report For July 2014 meeting
- * Hope Bay Crane- Staff Report and SOP attached.
 - * Engineer sign off late June 2014.
- * Swartz bay Repairs- Staff report attached- completion target June 2014

Goals 2 and 3-continued

- * Montague Harbour
 - * Continued panning for potential expansion of water lot and reconfiguration
 - * Subject to community consultations (as per Goal 1)
 - * Retreat cove tender
 - * Finalizing draft for referral to CRD staff
 - * Update July 2014
 - * Target completion November 2014
 - * Life Cycle Summary (LCS)
 - * All site visits complete by September
 - * Updated LCS report November 2014
-

Goal 4

- * BC Ferries
 - * Met with facility maintenance Supervisor
 - * Discussed opportunities to achieve synergies at shared location –Lyall and Sturdies (Lighting?)
- * Senior Staff Community meetings on SGI
 - * Pender: Ports Manager and two wharfingers attended
 - * Saturna: Wharfinger attended
 - * Mayne: Commission chair and wharfinger attended

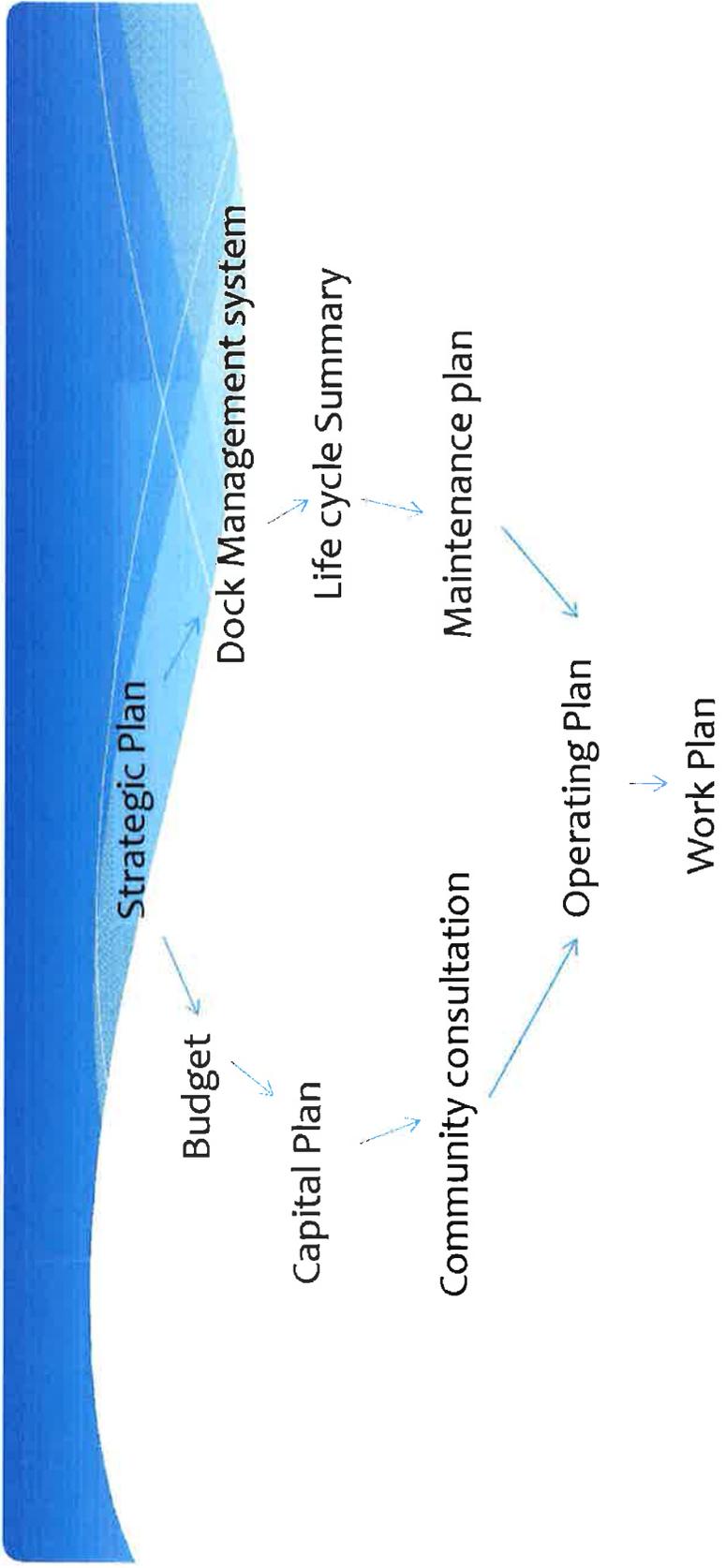
Goal 4 continued (action items)

- * **Public relations:**
 - * **Meeting schedule**
 - * Regular commission meetings
 - * Community consultation
 - * **Website**
 - * The need to get ahead of the FOI curve
 - * Get information out
 - * Dock repair details, costs and timelines

Status update

(Handout)

- * Ports Management System
 - * Operation plan
 - * Inspection process
 - * SOPs





**REPORT TO SOUTHERN GULF ISLANDS HARBOURS COMMISSION
MEETING OF TUESDAY, MAY 20, 2014**

SUBJECT WHARFINGER REQUEST FOR PROPOSALS (RFP)

ISSUE

The Wharfinger Contractors' Agreement for Services have expired. It is proposed to undertake a request for proposals to engage Wharfingers under new agreements.

BACKGROUND

At the February 18, 2014 Southern Gulf Islands Harbours Commission (Commission) meeting, the Commission directed staff to prepare a public RFP for Wharfinger services for the Southern Gulf Island and Swartz Bay dock facilities, with the intent of entering into new agreements for each of the dock facilities.

The draft RFP is attached. The RFP would be advertised in local newspapers and on the Capital Regional District (CRD) web site. The closing date for the RFP would be June 6, 2014. The first term of the agreement would be July 1, 2014 to December 31, 2015.

ALTERNATIVES

Alternative 1 – That the Southern Gulf Islands Harbours Commission direct staff to proceed with issuing the Request for Proposals for the Supply of Wharfinger Services for Southern Gulf Islands and Swartz Bay.

Alternative 2 – That the Southern Gulf Islands Harbours Commission direct staff to not issue a Request for Proposals for Wharfinger services.

IMPLICATIONS

Without issuing an RFP and entering into Wharfinger services agreements, the existing Wharfingers will continue to operate without an agreement and are not bound by any of the terms and conditions in the proposed agreement.

CONCLUSION

To ensure Wharfinger services are provided at each of the Southern Gulf Island Harbours docks, and that the Wharfingers' compensation and service provision expectations are understood, it is necessary to enter into new agreements with Wharfingers at each of the dock facilities.

RECOMMENDATION

That the Southern Gulf Islands Harbours Commission direct staff to proceed with issuing the Request for Proposals for the Supply of Wharfinger Services for Southern Gulf Islands and Swartz Bay.



Ted Robbins, BSc, CTech
General Manager, Integrated Water Services

TR:mm

Attachment: 1

INTEGRATED WATER SERVICES

Request for Proposal

RFP No. 2014-880

Supply of Wharfinger Services for
Southern Gulf Islands and Swartz Bay

(Southern Gulf Islands Harbours Service)

May 2014

CAPITAL REGIONAL DISTRICT

Request for Proposals

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CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
SUPPLY OF WHARFINGER SERVICES FOR
SOUTHERN GULF ISLANDS AND SWARTZ BAY

RFP NO. 2014-880

1. Instructions to Proponents

1.1. Invitation

The Capital Regional District (“CRD”) invites detailed proposals from consultants (the “Proponents”) in strict accordance with these Proposal Documents (CRD, RFP No. 2014-880). The proposals will be evaluated for the selection of a consultant (or consultants) with the intent to enter into a contract (the “Contract”) to provide the services described in Appendix “A”.

The CRD provides small craft harbours (docks) at 11 locations in the Southern Gulf Islands and Swartz Bay. These harbours provide a vital link to island community residents and visitors by providing moorage, access points for supplies and mail delivery as well as for water taxis. The CRD is seeking proposals from individuals or companies to act as Wharfingers.

Proponents may submit proposals for multiple docks however, each dock will be awarded separately.

The remuneration level for wharfingers is set under CRD Bylaw No. 2844 for the Southern Gulf Islands therefore, the criteria in the evaluation process will not include a financial component.

A Contract will not necessarily result from this Request for Proposal (“RFP”).

1.2. Closing Time and Date for Submission of Proposals

The CRD will accept 3 copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Kevin Evans, Purchaser
Address: Capital Regional District
Integrated Water Services
479 Island Highway
Victoria, BC V9B 1H7

On or before the following date and time (the “Closing Time”):

Time: 15:00:00

Date: June 06, 2014

The CRD reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

1.3. Not a Tender

This is a Request for Proposal and not a tender call.

1.4. Proposal Documents

Please use and reference the above RFP number on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the CRD.

1.5. Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRD Representative"). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Kevin Evans, Purchaser
Address: 479 Island Highway, Victoria, BC V9B 1H7
Fax: 250.474.9659
Telephone: 250.474.9674
Email: kevens@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6. Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.7. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.8. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3.

CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.9. Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. Proposal Submission Form and Contents

2.1. Package

Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project, RFP number and harbour facility the proposal relates to.

If you are submitting proposals for multiple harbours, each harbour must be submitted as a separate package.

2.2. Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal.

2.3. Signature

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3. Evaluation and Selection

3.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others including CRD staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2. Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the CRD, using the following general criteria:

- (a) Understanding of issues specific to this assignment.
- (b) Experience and capability in similar assignments.
- (c) Past performance of staff as determined from the CRD and references.
- (d) Availability and commitment of resources.
- (e) Certifications relevant to this assignment

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3. Litigation

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect the Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with the Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5. Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6. Multiple Preferred Proposals

The CRD reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRD may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRD that might result or be achieved from the CRD dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7. Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services.

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

The Term of this contract is from July 1, 2014 to December 31, 2015. CRD Integrated Water Services reserves the right to extend this period for 3- 1 year periods provided agreement to do so is reached between CRD Integrated Water Services and the Contractor no later than sixty (60) days prior to the expiration of the agreement.

Each harbour will be awarded as a separate contract.

3.8. No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

3.9. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

3.10. No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

3.11. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

3.12. Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents will not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

3.13. Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

3.14. Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

3.15. Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

3.16. Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRD local area network time.

3.17. Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

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APPENDIX A – SCOPE OF SERVICES

The CRD provides small craft harbours (docks) at 11 locations in the Southern Gulf Islands and Swartz Bay. These harbours provide a vital link to island community residents and visitors by providing moorage, access points for supplies and mail delivery as well as for water taxis.

The Wharfinger is often the first point of contact for visiting vessels and such is expected to represent the Islands, the harbour and the CRD in a positive and professional manner.

The Wharfingers will be generally expected to:

1. Conduct daily patrol and monitor assigned area to ensure compliance with Port and government laws, regulations, local bylaws, safe practices, vessel berth assignments, and agreements.
2. Record berth occupancy status and transient berth activity.
3. Initiate, record and collect, as necessary, billing for dockage, wharfage, storage and related use fees for collection by the Ports Manager.
4. Maintain and update vessel files, monitor and maintain logs for security providers and spill/debris inspections.
5. Perform regular inspection of facility conditions.
6. Generate reports for incident/damage cases, and maintenance and repair work requests.
7. Maintain contact with the public, tenants, other government agencies, and CRD staff.
8. Work around and over the waters of the harbour and perform basic mooring line handling.
9. Respond to emergencies.
10. Perform related duties and responsibilities as required.
11. Possess very good local knowledge of area to be able to respond to inquiries.
12. Be able to respond to general inquiries in a timely manner.

The harbour locations and CRD docks covered under this request for proposals are:

<u>Harbour Name</u>	<u>Location</u>
Horton Bay	Mayne Island
Miners Bay	Mayne Island
Montague Harbour	Galiano Island
Retreat Cove	Galiano Island
Sturdies Bay	Galiano Island
Hope Bay	Pender Island
Port Browning	Pender Island
Port Washington	Pender Island
Lyall Harbour	Saturna Island
Piers Island Wharf	Piers Island
Swartz Bay	Vancouver Island

- As per Section 3.7- proponents may submit proposals for more than one harbour however, each harbor will be awarded as a separate contract.

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APPENDIX B – FORM OF PROPOSAL

INFORMATION TO BE PROVIDED IN PROPOSALS

Proposals must include the information outlined in this section. To facilitate evaluation, proposals should be organized as follows:

Technical Proposal

1. Project Understanding

In your own words briefly demonstrate your understanding of the project by summarizing the project requirements, identifying important aspects and needs.

2. Project Approach

- a) Expand the Scope of Work in Section 3.2 and Appendix "A" into a series of tasks or work activities to provide a comprehensive Scope of Work.
- b) Clearly define the role of the Wharfinger as it relates to the objectives & goals of the local island and Capital Regional District.

3. Staffing Proposal

Provide the names of any person who may be involved in the duties described in Appendix A. Briefly outline each team member's role, their qualifications and relevant experience.

Include resumes of each team member in an appendix.

4. Qualifications

Provide a listing of work, similar in size and scope to this project, that you, or members of your team, have carried out in the last 10 years.

Provide a listing of relevant current certifications held by you, or any members of your team.

5. References

Provide three recent references which may be contacted regarding your performance on projects of a similar nature.

CRD Consultants Policy—Evaluation Procedures FOR 2014-880

Technical proposals will be opened and marked out of a total score of 500 points against the evaluation grid. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 350 points (70%) to be considered "technically qualified".

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APPENDIX D
REFERENCES

Bidders must list three references for similar work performed by proponent.

The Capital Regional District reserves the right to assess Respondents performance and/or verify references at its sole discretion. The Capital Regional District will not enter into a contract with any Respondent whose references or performance, in the Capital Regional Districts' sole opinion, are found to be unsatisfactory.

References:

1) Customer: _____
Contact Name: _____
Title: _____
Telephone number: _____

2) Customer: _____
Contact Name: _____
Title: _____
Telephone number: _____

3) Customer: _____
Contact Name: _____
Title: _____
Telephone number: _____



Making a difference...together

APPENDIX E

CRD #2013-846

CONTRACTOR'S AGREEMENT FOR SERVICES

AGREEMENT dated for reference this _____ day of _____ 2014 (the "Agreement Date")

BETWEEN:

Capital Regional District (CRD)
Integrated Water Services
479 Island Highway
Victoria, British Columbia, V9B 1H7
(the "CRD")

AND

(the "Contractor")

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT IN THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW.

THE FOLLOWING SCHEDULES FORM PART OF THIS AGREEMENT:

Schedule "A" – Services
Schedule "B" – Fees

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

ON BEHALF OF THE **CAPITAL REGIONAL DISTRICT** by its authorized signatory

Ted Robbins
General Manager, Integrated Water Services

ON BEHALF OF THE **CONTRACTOR** (by its authorized signatory or signatories if the Contractor is a corporation)

Contractor Name

WHEREAS the CRD desires to engage the Contractor to provide services to the CRD for the term of this Agreement and the Contractor has agreed to provide such services, all in consideration and upon the terms and conditions contained herein;

NOW THEREFORE it is hereby agreed as follows:

1. Services

The CRD agrees to engage the Contractor to provide the services described in Schedule "A" and the Contractor agrees to provide the Services in accordance with this Agreement.

2. Term

This Agreement shall commence on January 1, 2014 and end on December 31, 2014.

3. Fees

- (a) The CRD agrees to pay the Contractor the fees set out in Schedule "B".
- (b) The Contractor will provide the CRD with his GST registration number and any other applicable sales or value added tax registration numbers, as required.
- (c) That the CRD is not responsible for making deductions from fees paid nor for remitting amounts to Canada Customs and Revenue Agency for employment insurance and Canada pension plan.

4. Independent Contractor

The Contractor's relationship with the CRD as created by this Agreement is that of an independent contractor for the purposes of the Income Tax Act (Canada) and any similar provincial taxing legislation. It is intended the Contractor shall have general control and direction over the manner in which its services are to be provided to the CRD under this Agreement. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of employer/employee, agency, joint venture, association or partnership) between the parties other than as an independent contractor as set forth herein.

5. Time and Effort

The Contractor shall be free to devote such portion of the Contractor's time, energy, effort and skill as the Contractor sees fit, and to perform the Contractor's duties when and where the Contractor sees fit, so long as the Contractor performs the Services set out in this Agreement in a timely and professional fashion.

6. Compliance

The Contractor shall comply with all applicable federal, provincial and municipal laws, rules and regulations arising out of or connected with the performance of the Services under this Agreement by the Contractor or its employees.

7. Termination

- (a) Either party may terminate this Agreement at any time, by giving thirty (30) days prior written notice.

- (b) Upon termination of this Agreement:
- (i) the CRD's obligations to the Contractor under this Agreement shall terminate except for the CRD's obligation to pay any fees in accordance with the terms of this Agreement, to the date of termination; and
 - (ii) the Contractor's obligations to the CRD under this Agreement shall terminate except those obligations which are specifically expressed to survive the termination of this Agreement.

8. Indemnification

The CRD does hereby agree to indemnify the Contractor against any and all actions, suits, claims, costs and demands, losses, damages, and expenses which may be brought against or suffered by them or which they may sustain, pay or incur by reason of the Contractor's performance of the services, with the exception of any actions, suits, claims, costs and demands, losses damages and expenses caused by the willful misconduct or gross negligence of the Contractor.

9. Governing Law

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. Amendments

Any amendment to this Agreement must be in writing and signed by both parties hereto.

11. Entire Agreement

This is the entire Agreement between the CRD and the Contractor with respect to the consulting services to be provided by the Contractor to the CRD and supersedes any prior agreements with respect to such services whether written or oral and may not be modified except by subsequent agreement in writing executed by the CRD and the Contractor.

12. Notices

Notices hereunder shall be in writing and must be either personally delivered or sent by double registered mail to the addresses set forth above.

13. Assignment

This Agreement is personal in nature and may not be assigned by either party hereto.

14. Enurement

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective employees and permitted receivers, successors and assigns.

SCHEDULE "A" CONTRACTOR SERVICES

This Schedule forms part of the agreement between the Capital Regional District (the "**CRD**") and _____ (the "**Contractor**") respecting the "Agreement".

The Contractor will undertake, provide or be involved in, the following services:

1. To operate the dock(s) for which they are the wharfinger under the supervision of the Ports Manager.
2. To be familiar with all documents pertaining to the operation of the dock for which they are wharfinger, including CRD Bylaw 2844, the Southern Gulf Islands Harbour Commission Ports Management System, and operate their dock in accordance with these documents, and uphold the policy, practices and procedures of the CRD.
3. Ensure all users of the docks observe the terms and conditions of the documents noted in item 2 above, and report all breaches of those documents to the Ports Manager.
4. Update the following items in the activity log (provided by the Ports Manager):
 - (a) Daily inventory of vessels occupying the dock, and ensure required information regarding the vessels is obtained and noted
 - (b) Complaints, noteworthy occurrences, suggestions, comments with regard to any part of the operation, management, condition, and/or use of the dock and approaches
 - (c) Note and report damage and/or repairs requiring immediate attention to the Ports Manager
5. Ensure vessels are moored safely and adequately, and take corrective action, if necessary.
6. Ensure surfaces of docks and approaches are kept in a safe condition with regard to debris, snow, ice, frost, or any other substance, which may prove to be hazardous. Report this on the provided maintenance form. Itemize time spent and/or material required to alleviate the hazardous condition(s) on the maintenance form.
7. Ensure that all signage, including the signboard is kept in good condition, clean, readily visible and all Notices attached to the signboard are current.
8. Check all safety equipment weekly at the dock, including fire extinguishers and oil cleanup material and ensure it is stored safely and is in satisfactory working order; record safety check in activity log.
9. Report all accidents, injuries, damage, fires or any potentially dangerous situations to the Ports Manager and/or appropriate emergency authority immediately.
10. Avoid any situation, which could result in a conflict of interest with the Commission or the CRD.

SCHEDULE "B" **FEEES**

This Schedule forms part of the agreement between the Capital Regional District (the "**CRD**") and _____ (the "**Contractor**") respecting the "Agreement".

The CRD agrees to pay the Contractor a fee – to be one half of the current moorage fees collected (net of GST) from the dock users at _____ dock.

The fees are to be remitted to the Ports Manager, in full, on a monthly basis with a monthly summary detailing fees collected as outlined in Schedule 'A' to Bylaw No. 2844, including relevant information such as boat length, length of stay, coupon book or commuter pass purchases, and other specified moorage fees.

On a monthly basis, with the fee remittance, provide copies of the moorage licence agreements, water taxi, charter boat, emergency services vessel, or business moorage and licence agreements, or seaplane licence agreements. Fees, and reimbursable expenses, as per 3(a), will be payable at the end of each month.

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.

- (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 may order a vessel or watercraft to move or alter its position.
31. The wharfinger or Ports Manager, 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 3417, 3586)

(Bylaw 3586)

ABANDONMENT

33. No person shall abandon a vessel or watercraft at a dock.

34. Where the Ports Manager 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 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 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 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 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 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 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. 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. If a vessel, chattel or obstruction is removed and impounded, the Ports Manager 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 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 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. The fees, costs and expenses payable by the owner of a vessel, chattel or obstruction removed and impounded under this section are set out in Schedule "A" to this Bylaw.

43. A sign at each wharf shall notify the public that vessels, chattels and obstructions occupying the wharf and surrounding waterlot in contravention of this Bylaw, may be removed and impounded by or on behalf of the CRD at the cost of the owner and may be sold at public auction or otherwise disposed of if unclaimed.
(Bylaw 3586)
44. 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. Any vessel, chattel or obstruction not claimed by its owner, including where the Ports Manager 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. The proceeds of such auction sale shall be applied firstly to the cost of the sale, secondly to all unpaid fees, costs and expenses levied in accordance with this Bylaw.
47. If any vessel, chattel or obstruction is not offered for sale or purchased at public auction under this section, the expenses incurred in the removal, impoundment or disposal, are recoverable as a debt due to the CRD from the owner.
(Bylaw 3586)
48. If the Ports Manager 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 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 MANAGER AND WHARFINGER

- 49.
- (1) The 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 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 or a wharfinger, the Ports Manager or wharfinger may have the vessel, watercraft or goods removed from the dock at the owner's expense.
 - (4) An order of the Ports Manager prevails over an order of a wharfinger.
 - (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".
(Bylaw 3651)
 - (6) The 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.



Sonia Santarossa, 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 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 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.

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

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

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 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 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:

- (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.

(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
3-15	\$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.

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 - 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 per hour (for towing or removal to storage location) \$170.50
- (c) Hauling Out Fee per hour \$170.50
- (d) Fee for Placing on Blocks/Removal from Trailer (fee per hour) \$170.50
- (e) Storage Costs for Vessel (rate per day per foot) \$4.00

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
- MAYNE ISLAND: Miners Bay
Horton Bay (By Agreement)
- 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 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 _____

Date _____

(Ports Manager or wharfinger)

<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

(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 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" 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 Scaplane 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 Scaplane 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 Scaplane or any act or omission of the Licensee;
- p. The Licensee must not leave the Scaplane 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 Scaplane is too large, too heavy or is otherwise unsuitable to use or occupy an Airport.
- s. The Licensee affirms that the Scaplane 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 Scaplane afloat. Where the Scaplane 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 Scaplane, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Scaplane from the Dock and impound, store, or auction the Scaplane in accordance with the Bylaw.
- t. In the event that the Scaplane 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 Scaplane or goods at the Licensee's expense and risk.

Signature of Licensee _____

Date _____

Issued per CRD _____

(Ports Manager)

Date _____

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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