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**SOUTHERN GULF ISLANDS HARBOURS COMMISSION**  
 Notice of a meeting on **Friday, December 14, 2018** at 9 a.m.  
 Saanich Peninsula Health Unit, 2170 Mt. Newton X Road, Saanichton, BC

D. Hargreaves, Pender Island	P. Brent, Saturna Island	I. Dow, Mayne Island
D. Howe, SGI EA Director	J. Hall, Piers Island/Swartz Bay	B. Mabberley, Galiano Island

**AGENDA**

1. Approval of the Agenda
2. Adoption of the Minutes of the Meeting held September 28, 2018
3. Chair's Remarks
4. Presentations/Delegations
5. Commission Appointments
6. Federal Public Dock Divesture to CRD (SGI Harbours Service) – Horton Bay Dock (Mayne Island) and Spanish Hills Dock (Galiano Island) (Report to CRD Board attached)
7. Miners Bay Grant Application Update (Verbal Report)
8. Capital Projects Update (Verbal Report)
  - Miners Bay
  - Piers Island
  - Anson Road
9. Agreement to Grant Statutory Right of Way – Lyall Harbour, Saturna Island (Verbal Report)
10. Spill Response Workshop, Docks Coordinator (Verbal Report)
11. Dock Operations Reports (attached)
12. Quarterly Budget Report (attached)
13. Inter-Island Transportation Discussion (Director Howe)
14. Miners Bay – BC Ferries (I. Dow)
15. Commission Oversight of Capital and Operating Programs (I. Dow)
16. New Business
17. Adjournment

To ensure quorum advise Sharon if you are unable to attend: [sorr@crd.bc.ca](mailto:sorr@crd.bc.ca) 250.474.9622

**MINUTES OF A MEETING OF THE SOUTHERN GULF ISLANDS HARBOURS COMMISSION**  
**Held Friday, September 28, 2018 at the Saanich Peninsula Health Unit**  
**2170 Mt. Newton Cross Road, Saanichton, BC**

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**PRESENT:** D. Howe, Regional Director; D. Hargreaves, N. Pender Island; Ben Mabberley, Galiano Island (C); D. Maude, Mayne Island; J. Hall, Piers Island; L. Peck, Saturna Island

Staff: T. Robbins, General Manager, Integrated Water Services; D. Robson, Manager, Saanich Peninsula and Gulf Islands Operations; D. Puskas, Manager, Capital Works; P. Binner, Dock Operations Coordinator; T. Duthie (Recorder)

**PUBLIC:** 3

The meeting was called to order at 9:00 a.m.

### 1. Approval of Agenda

There were four additions to the agenda:

- Lyall Harbour, Saturna Island under Item 7, Dock Operations Reports;
- West Coast Marine Response Corporation meeting under Item 8, New Business;
- Lyall Harbour fishing operation under Item 8, New Business; and
- Overview of the discussion between BC Ferries and Commissioner Mabberley and Commissioner Howe under Item 8, New Business.

**MOVED** by Commissioner Maude, **SECONDED** by Commissioner Hall,

That the Southern Gulf Islands Harbours Commission agenda be approved as amended.

CARRIED

### 2. Adoption of Minutes

**MOVED** by Director Howe, **SECONDED** by Commissioner Maude,  
 That the minutes of the June 1, 2018 meeting be adopted.

CARRIED

### 3. Chair's Remarks

The Chair welcomed the Commissioners and thanked them for their attendance. He noted that there would be a closed portion of the meeting to discuss matters related to the Department of Fisheries and Oceans (DFO) divesture. He also reported that a meeting had taken place with BC Ferries' President to discuss Miners Bay.

### 4. Presentations/Delegations

Mr. Slade, on behalf of the Association of Mayne Island Boaters (AMIB), acknowledged and thanked the Commission in respect to the work being done to increase dock space at Anson Road. He requested that construction commence at the site in early 2019 so that the recreational boaters could benefit from the Anson Road improvements during the 2019 boating season.

Mr. Slade requested clarification in respect to Item 8 on the agenda. In particular, he requested clarification in respect to the meaning of the reduction of scope and budget related to Miners

Bay and how it relates to the big picture. T. Robbins advised the Commission that an update in respect to the Anson Road Design and Miners Bay would be discussed under Item 6.

Mr. Brent, representing Saturna Island on Islands Trust, thanked the Commission for the opportunity to address them and expressed appreciation for the work the Capital Regional District (CRD) has done connecting the islands. He advised the Commission that he was there to speak to the importance of Lyall Harbour to the economic well-being of Saturna Island. As such, he proposed that the \$350K dock transfer payment from the DFO to the CRD, coupled with a portion of parcel taxes paid, be allocated to a 90 foot dock extension at Lyall Harbour which would be a benefit to the community.

Commissioner Maberley thanked Mr. Brent for his comments and stated that the Commission is committed to an expansion at Lyall Harbour but due to negotiations, he is unable to speak to the matter at this time.

#### 5. Budget Report (May – August)

T. Robbins introduced the budget report and provided a brief summary. Discussion ensued.

**MOVED** by Commissioner Maude, **SECONDED** by Commissioner Hall,  
That Southern Gulf Islands Harbour Commission receive the report for information

CARRIED

#### 6. Capital Projects Update

T. Robbins presented the capital project status report and noted the following:

Montague Harbour: Work has been completed and well received.

Miners Bay: More extensive work will need to be completed at Miners Bay due to rot, float substructure and realignment issues which significantly impacted budget and scope and subsequently paused the project. Discussion ensued in respect to costing and possible budget re-allocation due to surplus (budget vs. tender pricing). Prior to re-allocating, Staff were tasked to obtain pricing on timber and concrete float replacement. Pricing is as follows:

Concrete Floats and Realignment	Timber Floats and Realignment
\$472K which includes: <ul style="list-style-type: none"> <li>• 40 meter main float</li> <li>• 27 meter T</li> <li>• Anchor system</li> <li>• Gangway and alignment</li> <li>• Removal and Installation included</li> </ul>	\$325K which includes: <ul style="list-style-type: none"> <li>• 40 meter main float</li> <li>• 27 meter T</li> <li>• Anchor system</li> <li>• Gangway and alignment</li> <li>• Removal and Installation</li> </ul>

Note: Does not include approach and wharf head

The Commission discussed the negative impact BC Ferries' vessels have had on the dock over the years and referred to the Wave Report. Discussion ensued. Commissioner Howe stated that the President of BC Ferries' advised him that he is open to review a proposal from the Southern Gulf Islands Harbour Commission illustrating how BC Ferries may contribute to the rehabilitation of Miners Bay. With that said, the Commission resolved to submit a proposal to BC Ferries requesting that they provide the concrete floats for Miners Bay.

**MOVED** by Commissioner Hargreaves, **SECONDED** by Commissioner Maude,  
That Southern Gulf Islands Harbour Commission will provide a proposal to BC Ferries to request concrete floats for Miners Bay rehabilitation project (without installation).

CARRIED

Anson Road: The preliminary design work for Anson Road will be underway before the end of the fiscal year. Funding for the project was not subject to referendum.

Piers Island: The contractor will be commencing work on October 2, 2018 starting on the approach and working back to the dock. Access will be limited to emergency services.

**MOVED** by Commissioner Maude, **SECONDED** by Commissioner Hargreaves,  
That Southern Gulf Islands Harbour Commission receive the report for information

CARRIED

## 7. Dock Operations Reports

D. Robson spoke to the Dock Operations Reports and advised the Committee that maintenance and painting are underway with pressure washing scheduled for October. Heavier maintenance for the Horton Bay dock will be completed in conjunction with Small Craft Harbours. In addition, Commissioner Maberley and Commissioner Peck will work with D. Robson to arrange to have the ladder located at Lyall Harbour removed to accommodate the new track going in for the postal service mail cart.

P. Binner noted that the dock notice boards are rotting and recommended that they be replaced with aluminum for longevity. He also advised the Commission that the fire extinguisher cabinets are showing wear. Commissioner Maberley, suggested that the local Fire Departments be engaged as they will inspect and replace fire extinguishers and cabinets on an annual basis for a nominal fee. D. Robson to explore the option.

Commissioner Peck also noted some additional work needs to be completed at Lyall Harbour including a broken bolt on the bull rail, replacement of an aluminum cap on one of the wharf heads, light bulb replacement and the installation of a solar motion light to mitigate the risk of tripping. He advised the Commission that each dock has a \$5K maintenance budget that has not been used and would assist with ad hoc maintenance. T. Robbins stated that CRD staff could work directly with Commission recommended contractors located on their respective islands to walk them through the requirements to obtain standing offers. D. Robson to provide P. Binner with information related to standing offer requirements.

**MOVED** by Commissioner Maude, **SECONDED** by Commissioner Hargreaves,  
That Southern Gulf Islands Harbour Commission receive the report for information

CARRIED

## 8. New Business

### BC Ferries Meeting

Commissioner Howe stated that BC Ferries is exploring the option of providing Saturna Island with a 24/7 ferry service between Lyall Harbour and St. Johns Point (owned by the CRD). This prospect would require planning, collaboration and coordination between all stakeholders. Discussion ensued.

### Lyall Harbour Fishing Operation

Should there be enough water, Commissioner Howe stated that there may be an opportunity for a commercial fishing operation at Lyall Harbour. T. Robbins advised the Commission that this endeavour is worth exploring; however, he is not optimistic that the water system has the capacity to support it. Commissioner Peck suggested that a desalination system be used to ensure the availability of water. Discussion ensued.

Western Canada Marine Response Corporation (WCRMC)

D. Robson reported that, at the Commission's request, he met with WCRMC to discuss their emergency response plan for the Southern Gulf Islands. They advised D. Robson that they have a coast spill response program underway and that they are looking for strategic dock facility sites to house their equipment. D. Robson requested that WCRMC present to the Commission at a future meeting to present their spill response program. Discussion ensued.

**9. Motion to Close the Meeting**

**MOVED** by Commissioner Peck, **SECONDED** by Commissioner Maude,

That the meeting be closed in accordance with the Community Charter, Part 4, Division 3, 90(1),(e), the acquisition, disposition or expropriation of land or improvements, if the board considers the disclosure could reasonably be expected to harm the interests of the regional district.

CARRIED

The Southern Gulf Islands Harbours Commission rose from its closed meeting without report.

**10. Adjournment**

**MOVED** by Commissioner Maude, **SECONDED** by Director Howe,

That the regular meeting of the Southern Gulf Islands Harbour Commission adjourn at 12:19 p.m.

CARRIED

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
SECRETARY



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Agenda Item #6

**REPORT TO CAPITAL REGIONAL DISTRICT BOARD  
MEETING OF WEDNESDAY, DECEMBER 12, 2018**

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**SUBJECT**     **FEDERAL PUBLIC DOCK DIVESTITURE TO CRD (SGI HARBOURS SERVICE)  
– HORTON BAY DOCK (MAYNE ISLAND) AND SPANISH HILLS DOCK  
(GALIANO ISLAND)**

**ISSUE**

The Federal Department of Fisheries and Oceans (DFO) has offered to divest the Horton Bay dock located on Mayne Island and the Spanish Hills dock located on Galiano Island to the Capital Regional District (CRD), to be operated under the Southern Gulf Islands (SGI) Harbours Service.

**BACKGROUND**

The CRD currently owns ten public docks or wharves under the SGI Harbours Service, which were previously acquired from Canada through the divestiture process. The Horton Bay and Spanish Hills docks are no longer considered related to Canada's Fisheries and Oceans core program or mandate and are therefore being considered for divestiture to the CRD as public docks for island access and boat moorage. At its June 1, 2018 meeting, in response to the request from DFO to have the CRD consider acquiring and operating the docks (See Appendix A), the SGI Harbours Commission directed CRD staff to pursue the divestiture opportunities.

**Horton Bay Dock**

The Horton Bay dock is located at the south end of Mayne Island off of Horton Bay Road within water District Lot 431, Cowichan District. The CRD has managed, operated and maintained the dock by way of a management agreement with Canada since 2007.

DFO proposes to divest the dock to the CRD with a payment of \$350,000 in order for the CRD to undertake construction of a new dock and removal of the existing dock. The new dock will be located at the end of Anson Road approximately 400 meters northwest of the existing dock along Horton Bay Road (See Appendix B –Location Maps). The CRD has already rezoned and obtained a tenure over the water district lot at the end of Anson Road for this purpose, and the water lot has suitable public access via community park land between the public road allowance and foreshore. The total cost for design and construction of the Anson Road dock was estimated at \$400,000; the estimated \$50,000 in funding required over and above the federal contribution payment to complete the project has been budgeted by the service.

**Spanish Hills Dock**

The Spanish Hills dock is located at the northwest end of Galiano Island facing the Strait of Georgia within water District Lot 310, Cowichan District. The dock has been managed by the Whaler Bay Harbour Authority since 2002, and they are agreeable to the divestiture.

DFO proposes to divest the dock to the CRD with a payment of \$337,000. The wharfhead is currently a drive-on structure, with the plan for DFO to reduce the approach and wharfhead access to pedestrian only before transfer to the CRD in order to reduce the structural improvements required over the longer term. The floating dock is approximately 13 metres long and accommodates two long-term moorage spaces on the landward side, one short-term space and one loading space on the seaward side. Recent maintenance and improvements to the float, wharfhead and approach, include superstructure, rails, decking, and anchoring. The payment received with the divestiture would fund further short-term repairs to extend the residual life of the asset as well as replacing the current gangway with a cantilever gangway to mitigate the effects of the increased wave action generated by increased freighter traffic within the strait.

Canada and the CRD have negotiated consent to encroach on the upland owner's riparian rights via a statutory right of way. In order to agree to the riparian consent, the upland owners requested that they each have priority for one moorage space of 5.5 metres on the landward side of the dock for a maximum of \$400 per annum which shall escalate with inflation. This arrangement is for as long as the statutory right of way exists and runs with the land, and is available to any subsequent owners of the land.

Copies of the divestiture transfer agreements are attached as Appendix C – Transfer & Replacement Agreements. The effective date of the transfers would be January 15, 2019. The CRD would be obligated to manage and maintain the docks for a minimum of ten years.

A copy of the terms of the upland owner statutory right of way agreement are attached as Appendix D – Upland Owner Statutory Right of Way.

## **ALTERNATIVES**

### **Alternative 1**

That the Capital Regional District Board approve the following agreements between Canada and the Capital Regional District:

1. Agreement to Transfer Spanish Hills (North Galiano) Wharf, Galiano Island, British Columbia; and
2. Agreement to Replace Horton Bay Wharf, Mayne Island, British Columbia.

### **Alternative 2**

That the report be referred back to staff for further information.

## **IMPLICATIONS**

### **SOCIAL IMPLICATIONS**

At Horton Bay, the decommissioning of the old dock would be completed once the new dock is in service to minimize the impact on moorage and boat owners. At the Spanish Hills dock, the Whaler Bay Harbour Authority would initiate the transfer of operations by notifying current moorage tenants that the operations and management of the dock will be transferred to the CRD. At year-end 2018, the Whaler Bay Harbour Authority would also send notice that they would not be renewing the current moorage agreements on the dock as part of the transfer of operations.

### ENVIRONMENTAL IMPLICATIONS

The removal of the Horton Bay dock would require the establishment of environmental protection procedures. In concept, the decommissioning plan would involve the removal of the pilings by cutting them off at the mud line, and then floating the remaining dock away for disposal. The approach structures would also be removed. There are no plans to alter the general configuration of the Spanish Hills dock.

### ECONOMIC IMPLICATIONS

Under Alternative one, the CRD would receive a total payment from DFO in the amount of \$687,000. The funding would be allocated to the improvements noted above. The 2019 SGI Harbours Service capital plan would be revised to include these projects. On-going operating costs associated with the two new dock additions to the SGI Harbours Service, would be funded through moorage revenue and an inflationary adjustment to the service requisition.

### INTERGOVERNMENTAL IMPLICATIONS

DFO has undertaken First Nation consultation for the divestitures, and moving forward the CRD has committed to keeping the interested First Nations apprised of any activities including archaeological and environmental assessments. The CRD would be required to submit a Notice of Works application to Transportation Canada for removal of the existing dock and building of the new dock.

DFO will be cancelling their Order in Council tenure over DL310 and the CRD would apply for long-term tenure from the Province for DL310 and a portion north of the district lot to encompass the anchor lines.

### CONCLUSION

The addition of the Spanish Hills and Horton Bay (Anson Road) docks to the SGI Harbours Service will complement the CRD service, ensure that these dock facilities remain in-service and publicly accessible. The divestiture of the docks to the CRD will provide enhanced opportunities for inter-island connectivity.

### RECOMMENDATION

That the Capital Regional District Board approve the following agreements between Canada and the Capital Regional District:

1. Agreement to Transfer Spanish Hills (North Galiano) Wharf, Galiano Island, British Columbia; and
2. Agreement to Replace Horton Bay Wharf, Mayne Island, British Columbia.

Submitted by:	Stephen Henderson, BSc, PGDip. Eng., MBA, Manager, Real Estate Services
Concurrence:	Kristen Morley, JD, General Manager, Corporate Services
Concurrence:	Ted Robbins, B.Sc., C.Tech, General Manager, Integrated Water Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

JA:TR:dd

Attachments: Appendix A - DFO Letters  
Appendix B - Location Maps  
Appendix C - Transfer & Replacement Agreements  
Appendix D - Upland Owner Statutory Right of Way  
Appendix E - Photos



Fisheries  
and Oceans

Small Craft Harbours Branch  
Suite 200, 401 Burrard Street  
Vancouver, BC  
V6C 3S4

Pêches  
et Océans

Direction des ports pour petits bateaux  
401, rue Burrard, pièce 200  
Vancouver (C.-B.)  
V6C 3S4

Your File

Our File  
PRHQ5940-N-16

May 29, 2018

Ted Robbins,  
General Manager, Integrated Water Services,  
Capital Regional District  
625 Fisgard Street  
Victoria, BC V8W 1R7

Dear Mr. Robbins,

**RE: INTENT TO DIVEST SMALL CRAFT HARBOUR DISTRICT LOT 310,  
COWICHAN DISTRICT – NORTH GALIANO SMALL CRAFT HARBOUR**

The Whaler Bay Harbour Authority (WBHA) has managed the North Galiano Small Craft Harbour, under a Head Lease, since 2002.

Fisheries and Oceans Canada, Small Craft Harbour (SCH) has determined the North Galiano SCH facility no longer meets the operational requirements as an essential harbour for the commercial fishing industry in the Pacific Region. We understand that the Whaler Bay Harbour Authority is aware of SCH's decision and is agreeable to SCH divesting the North Galiano to a Third-Party.

We are therefore writing to you to see if the Capital Regional District may be interested in acquiring and operating the SCH North Galiano wharf and associated facilities.

I look forward to your response.

Yours truly

*For* Stephane Paterson  
Program Officer, SCH

Cc: Ben Maberley, Chair, Southern Gulf Islands Harbour Commission  
Robin Richardson, A/Regional Manager, Client Services, SCH  
Jordan Mah, Regional Manager, Harbour Development, SCH  
Whaler Bay Harbour Authority



Fisheries  
and Oceans

Small Craft Harbours Branch  
Suite 200, 401 Burrard Street  
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Pêches  
et Océans

Direction des ports pour petits bateaux  
401, rue Burrard, pièce 200  
Vancouver (C.-B.)  
V6C 3S4

Your File

Our File  
PRHQ5940-H-09

May 29, 2018

Ted Robbins,  
General Manager, Integrated Water Services,  
Capital Regional District  
625 Fisgard Street  
Victoria, BC V8W 1R7

Dear Mr. Robbins,

**RE: INTENT TO DIVEST SMALL CRAFT HARBOUR DISTRICT LOT 431,  
COWICHAN DISTRICT – HORTON BAY SMALL CRAFT HARBOUR**

The Capital Regional District (CRD) has managed the Horton Bay Small Craft Harbour, under a Management Agreement, since 2008.

As you are aware, Fisheries and Oceans Canada, Small Craft Harbour (SCH) has determined the Horton Bay SCH facility no longer meets the operational requirements as an essential harbour for the commercial fishing industry in the Pacific Region.

We are writing to you to confirm the CRD's interest in acquiring and operating the Horton Bay wharf and associated facilities.

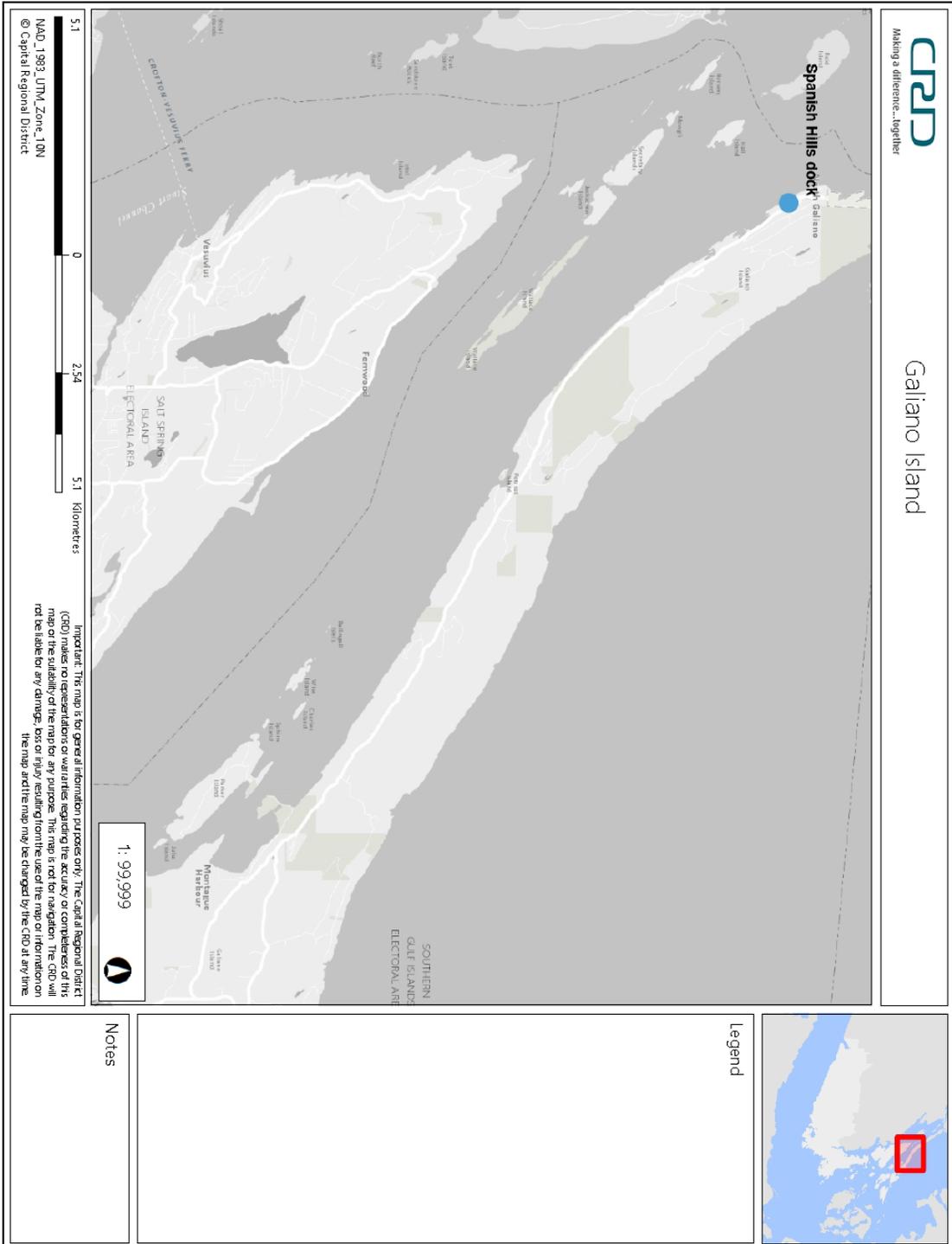
I look forward to your response.

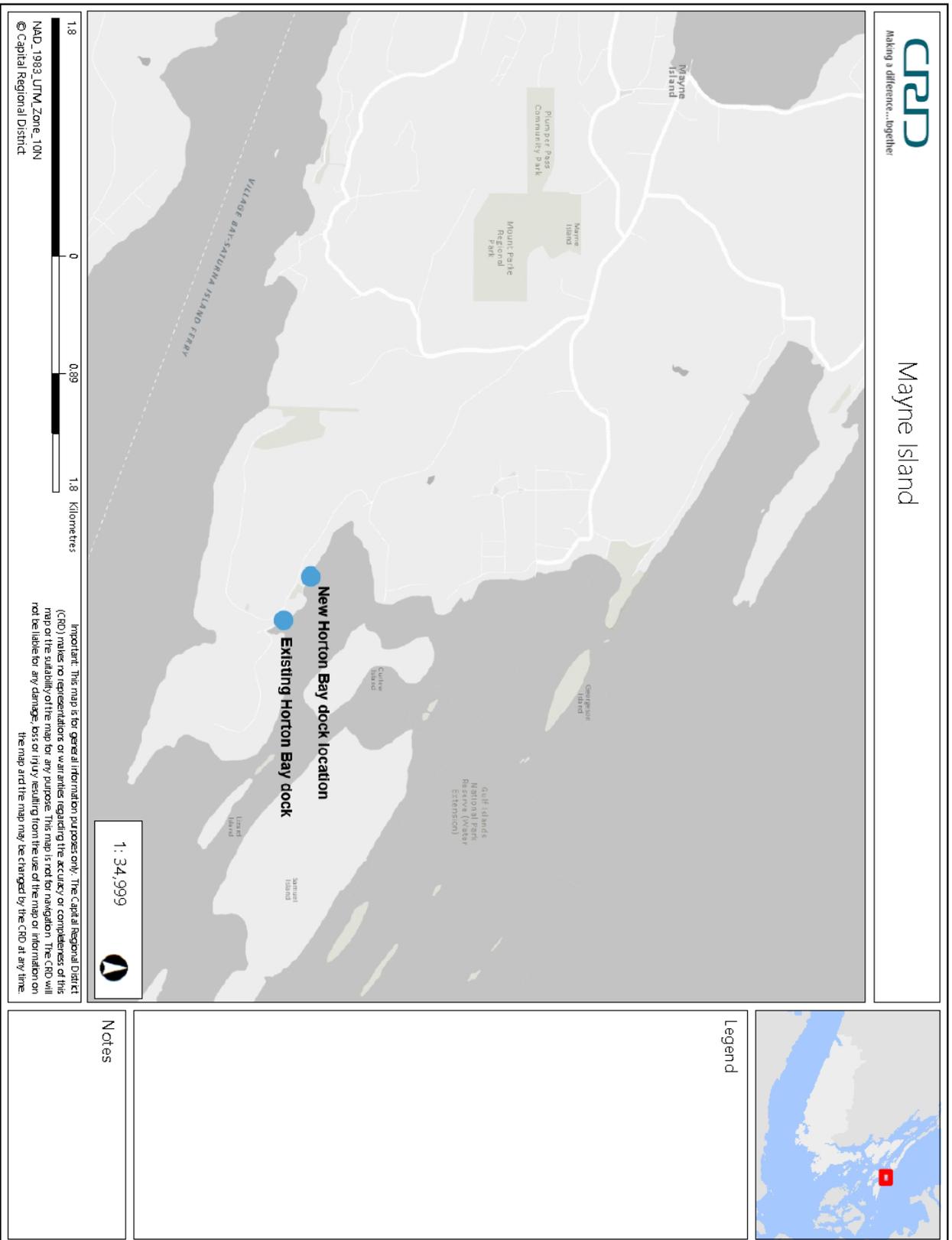
Yours truly

FOR Stephane Paterson  
Program Officer, SCH

Cc: Ben Maberley, Chair, Southern Gulf Islands Harbour Commission  
Robin Richardson, A/Regional Manager, Client Services, SCH  
Jordan Mah, Regional Manager, Harbour Development, SCH

### APPENDIX B – Location Map





**AGREEMENT TO TRANSFER SPANISH HILLS (NORTH GALIANO) WHARF,  
GALIANO ISLAND, BRITISH COLUMBIA**

**THIS AGREEMENT** made in triplicate as of the 30<sup>th</sup> day of November, 2018.

**BETWEEN:**

**HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA**

as represented by the  
Minister of Fisheries and Oceans  
200 - 401 Burrard Street  
Vancouver, BC, V6C 3S4

(hereinafter called **Canada**)

**OF THE FIRST PART**

**AND:**

**CAPITAL REGIONAL DISTRICT**

625 Fisgard Street  
Victoria, BC  
V8W 1R7

(hereinafter called **CRD**)

**OF THE SECOND PART**

**WHEREAS** Canada wishes to divest Herself of the wharf referred to as Spanish Hills (North Galiano) on Galiano Island, British Columbia which is no longer related to its federal core program or mandate;

**AND WHEREAS** CRD wishes to acquire this wharf and to operate, maintain and manage the wharf on its own behalf and not on behalf of Canada.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants and agreements and ten (10) dollars now paid by CRD to Canada herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

## DEFINITIONS

1.01 In this Agreement:

**“Agreement”** means this Agreement to Transfer, and includes the documents attached as Appendices which form an integral part of this Agreement as fully as if they were set forth in their entirety;

**“District Lot 310”** means District Lot 310, Cowichan District, containing 0.6 acres and granted by OIC 1647 dated August 20, 1947;

**“Goods”** means the Wharf, float and anything attached to or upon or associated with these objects that are owned by Canada and located on District Lot 310, Galiano Island, British Columbia;

**“Spanish Hills (North Galiano) Reports”** means those reports from DFO, Small Craft Harbours regarding the environmental issues around the Wharf and its state of repair, which are described in Schedule “A”;

**“Transfer Date”** means January 20, 2019 or such other date as mutually agreed upon by the Parties;

**“Wharf”** means Spanish Hills (North Galiano) Wharf, located on District Lot 310 on Galiano Island, British Columbia.

## UNDERTAKINGS

### **Sale, Assignment and Transfer of the Wharf**

2.01 Canada hereby sells, assigns, and transfers the Goods and all the right, title, interest, property, claim and demand of Canada thereto and therein, to the CRD, to and for its sole and only use forever as of the Transfer Date.

2.03 Immediately after the Transfer Date, Canada will send a duly executed Transfer of Administration and Control to the Province of British Columbia in the form attached as Schedule “B”, cancelling District Lot 310 and concurrently therewith will provide a copy of the executed Transfer of Administration and Control to the CRD. CRD will apply for a water lot from the Province of BC for the same general location as District Lot 310.

### **Management of the Wharf**

2.06 The CRD undertakes to manage and maintain the Wharf, including continued public access, for a minimum of ten (10) years from the Transfer Date.

### **Payments towards Refurbishing and Repairing the Wharf**

- 2.07 Canada shall pay to CRD three hundred and thirty seven thousand dollars (\$337,000) on the Transfer Date, in order for CRD to undertake the repairs and ongoing maintenance and refurbishment of the Wharf. CRD agrees to use these funds only for repair, maintenance, refurbishment and administrative costs, such as CRD staff time, design and consultation directly related to repairs and maintenance of the Wharf, or for similar functions for the facilities currently located or to be constructed in Horton Bay on Mayne Island, as described in the agreement between the parties dated November 30, 2018. CRD agrees to hold these funds in a separate account specified for the above purposes.

### **CONDITIONS PRECEDENT**

- 3.01 The obligations of the CRD under this Agreement are subject to approval of this Agreement by the Board of the CRD on or before the Transfer Date.

### **REPRESENTATIONS AND WARRANTIES**

#### **Representations and Warranties of Canada**

- 4.01 Canada represents and warrants to the CRD that as of the above date Canada is not aware of any suits, actions, litigation, arbitration proceedings or governmental proceedings, including appeals and applications for review, in progress, pending or threatened against or involving Canada which might adversely affect the Goods or the capacity or power of Canada to execute and deliver this Agreement or which might adversely affect the financial position of the CRD.

#### **Representations and Warranties of CRD**

- 4.02 The CRD represents and warrants that as of the date of this Agreement and the Transfer Date:
- (a) it is a Regional District whose head office is located in Victoria, which has been duly incorporated and organized and is validly existing under the laws of British Columbia;
  - (b) it is duly qualified, licensed or registered to carry on business in the Province of British Columbia;
  - (c) it has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations herein.

### **Acknowledgments**

- 4.03 The parties acknowledge that Canada has delivered and CRD is in receipt of the Spanish Hills (North Galiano) Reports.
- 4.04 The parties acknowledge and agree that neither party has made nor shall make any other representations and warranties with respect to this Agreement except the representations and warranties expressly made in this Agreement or in any other agreement expressly referred to in this Agreement.
- 4.05 The parties further acknowledge that neither party has relied on nor shall rely on any information provided by the other party in connection with this Agreement other than the Spanish Hills (North Galiano) Reports and the warranties and representations expressly made in this Agreement or in any other agreement expressly referred to in this Agreement.

## **GENERAL PROVISIONS**

### **No Partnership, Joint Venture or Agency**

- 5.01 Canada and CRD expressly disclaim any intention to create a partnership, joint venture or agency, and nothing in this Agreement shall create a partnership, joint venture or agency between the parties. Neither party shall hold itself out as agent for the other party and neither party have any authority to act for or to assume any obligations or responsibility on behalf of the other party.

### **Entire Agreement**

- 5.02 This Agreement sets forth the entire agreement between the parties concerning the Wharf. The parties agree that each has:
- (a) not been induced to enter into this Agreement by any representations not set forth in this Agreement;
  - (b) it has conducted its own due diligence examinations in order to satisfy itself of the full, true and plain disclosure of the facts.

### **Stacking of Financial Assistance**

- 5.03 CRD declares that at the time of executing this Agreement, the payment of three hundred and thirty seven thousand dollars described above is the only federal funding it has applied for, received, or expects to receive for the repair expenses described above.

### **Assignment**

- 5.04 Neither party shall assign this Agreement nor any of the party's rights, duties or obligations hereunder without the prior written consent of the other party.

#### **Governing Law**

- 5.05 This Agreement is to be interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

#### **Construed Covenants**

- 5.06 All of the provisions and each agreement or obligation of this Agreement, even though not expressed as a covenant, are construed as covenants and agreements as though the words importing such covenants and agreements were used.

#### **Rights or Remedies**

- 5.07 Nothing expressed or implied in this Agreement is intended to or is construed to confer on or give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

#### **Time of Essence**

- 5.08 Time is of the essence of this Agreement.

#### **Severability**

- 5.09 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

#### **Notice**

- 5.10 All notices or other communications necessary for the purpose of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed:

- (a) in the case of Canada to:

Department of Fisheries and Oceans, Pacific Region  
200-401 Burrard Street  
Vancouver, BC  
V6C 3S4

Attention: Regional Director  
Small Craft Harbours – Pacific Region  
Fisheries and Oceans Canada

Telephone: 604-666-1146

or to such other address or addressed to such other Person as Canada may, from time to time, designate in writing to the CRD; and

- (b) in the case of the CRD, to:

Capital Regional District  
Headquarters & Board Room Location:  
625 Fisgard Street  
Victoria, BC V8W 1R7

Attention: Ted Robbins, General Manager  
Integrated Water Services

Telephone: 250-474-9606

or to such other address or addressed to such other Person as CRD may, from time to time, designate in writing to Canada.

5.11 Any notice or communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and  
(b) in all other cases, on the date of delivery.

If the postal service is interrupted or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

**Conflict of Interest**

- 5.12 No person governed by the post-employment terms and conditions set out in the *2003 Values and Ethics Code for the Public Service* shall derive a direct benefit from this Agreement unless that person complies with the applicable post-employment provisions.

**Counterpart**

5.13 This Agreement may be executed and delivered by facsimile or email and in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

**IN WITNESS WHEREOF** the CRD and Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year first above written.

	)	<b>HER MAJESTY THE QUEEN IN RIGHT</b>
	)	<b>OF CANADA as represented by the Minister</b>
	)	<b>of Fisheries and Oceans</b> by Her authorized
	)	signatory:
	)	
	)	
	)	
_____	)	_____
Witness	)	Karen Calla
Print Name:	)	Regional Director
	)	Small Craft Harbours - Pacific Region,
	)	Fisheries and Oceans Canada
	)	
	)	<b>CAPITAL REGIONAL DISTRICT</b> by its
	)	authorized signatories:
	)	
	)	
	)	
_____	)	_____
Witness	)	Print Name:
Print Name:	)	Position:
	)	
	)	
	)	
_____	)	_____
Witness	)	Print Name:
Print Name:	)	Position:

**SCHEDULE "A"****Spanish Hills (North Galiano) Reports**

- 1. Phase 1 Environmental Site Assessment**  
North Galiano Small Craft Harbour  
Site No. PS06113  
Active Earth Engineering Ltd.  
Dated: March 31, 2010  
  
David Michell, P.Eng., CSAP  
Senior Engineer  
1909 Duchess Street  
Victoria, BC V8R 4W2  
  
David Kneale, P. Geo  
Senior Hydrogeologist  
4510 Saddlehorn Crescent  
Langley, BC V2Z 1J6
- 2. Fisheries and Oceans - Marine Engineering Inspection**  
Small Craft Harbours Branch  
dated August 2000
- 3. Fisheries and Oceans**  
Small Craft Harbours Branch  
Details Inspection of North Galiano  
dated October 2001
- 4. Fisheries and Oceans**  
Small Craft Harbours Branch  
Detailed Inspection of North Galiano  
dated Mach 2005
- 5. Fisheries and Oceans**  
Detailed Harbour Inspection – North Galiano  
dated February 2013



**AGREEMENT TO REPLACE HORTON BAY WHARF,  
MAYNE ISLAND, BRITISH COLUMBIA**

**THIS AGREEMENT** made in triplicate as of the 30<sup>th</sup> day of November, 2018.

**BETWEEN:**

**HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA**

as represented by the  
Minister of Fisheries and Oceans  
200 - 401 Burrard Street  
Vancouver, BC, V6C 3S4

(hereinafter called “**Canada**”)

**OF THE FIRST PART**

**AND:**

**CAPITAL REGIONAL DISTRICT**

625 Fisgard Street  
Victoria, BC  
V8W 1R7

(hereinafter called “**CRD**”)

**OF THE SECOND PART**

**WHEREAS** Canada wishes to divest Herself of the wharf located at Horton Bay on Mayne Island, British Columbia which is no longer related to its federal core program or mandate;

**AND WHEREAS** CRD has been managing this wharf since 2007 and wishes to replace it with a new larger facility located approximately 400 metres to the north located at the terminus of Anson Road, and wishes to construct operate, maintain and manage the replacement wharf on its own behalf and not on behalf of Canada.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants and agreements and ten (10) dollars now paid by CRD to Canada herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

## DEFINITIONS

1.01 In this Agreement:

**“Agreement”** means this Agreement to Replace Horton Bay Wharf, and includes the documents attached as Appendices which form an integral part of this Agreement as fully as if they were set forth in their entirety;

**“District Lot 431”** means District Lot 431, Plan 5TU546, containing 0.287 acres and granted by British Columbia Order in Council number 2001 dated August 26, 1960, file number 0227020;

**“Existing Wharf”** means the wharf located in District Lot 431;

**“Goods”** means the Existing Wharf, float and anything attached to or upon or associated with these objects that are owned by Canada and located on District Lot 431, Mayne Island, British Columbia.

**“Horton Bay Wharf Reports”** means the reports and investigations commissioned by DFO, Small Craft Harbours and described in Schedule “A”;

**“Transfer Date”** means January 20, 2019 or such other date as mutually agreed upon by the Parties;

## UNDERTAKINGS

### **Transfer and Removal of the Existing Wharf and Construction of New Wharf**

- 2.01 Canada hereby sells, assigns, and transfers the Goods and all the right, title, interest, property, claim and demand of Canada thereto and therein, to the CRD, to and for its sole and only use forever as of the Transfer Date. The CRD agrees to remove the Existing Wharf at Horton Bay as soon as conveniently possible, and provide a brief report and photographs to Canada documenting the removal immediately thereafter..
- 2.02. CRD agrees to construct a new public wharf, with a minimum moorage capacity of 300 feet, at the terminus of Anson Road, approximately 400 meters north of the Existing Wharf at Horton Bay, Mayne Island. CRD estimate the new wharf will be in operation in 12 to 24 months.
- 2.03 Immediately after the Transfer Date, Canada will send a duly executed Transfer of Administration and Control to the Province of British Columbia cancelling District Lot 431 in the form attached as Schedule “B” cancelling District Lot 431 and concurrently therewith will provide a copy of the executed Transfer of Administration and Control to the CRD.

**Management of the Wharf**

- 2.04 The CRD undertakes to manage and maintain the new wharf at Anson Road, including allowing for public access, for a minimum of ten (10) years after completion. CRD also undertakes to manage the Existing Wharf, allowing for public access, until it is removed.

**Payments towards Removing and Replacing the Existing Wharf**

- 2.05 Canada shall pay to CRD three hundred and fifty thousand dollars (\$350,000) on the Transfer Date, in order for CRD to undertake the construction of the new wharf and the removal of the Existing Wharf.

**REPRESENTATIONS AND WARRANTIES****Representations and Warranties of CRD**

- 3.01 The CRD represents and warrants that as of the date of this Agreement:
- (a) it is a Regional District whose head office is located in Victoria, which has been duly incorporated and organized and is validly existing under the laws of British Columbia;
  - (b) it is duly qualified, licensed or registered to carry on business in the Province of British Columbia;
  - (c) it has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations herein.

**Acknowledgments**

- 3.02 The parties acknowledge that Canada has delivered and CRD is in receipt of the Horton Bay Wharf Reports.
- 3.03 The parties acknowledge and agree that neither party has made nor shall make any other representations and warranties with respect to this Agreement except the representations and warranties expressly made in this Agreement or in any other agreement expressly referred to in this Agreement.
- 3.04 The parties further acknowledge that neither party has relied on nor shall rely on any information provided by the other party in connection with this Agreement other than the warranties and representations expressly made in this Agreement or in any other agreement expressly referred to in this Agreement.

## **GENERAL PROVISIONS**

### **No Partnership, Joint Venture or Agency**

- 4.01 Canada and CRD expressly disclaim any intention to create a partnership, joint venture or agency, and nothing in this Agreement shall create a partnership, joint venture or agency between the parties. Neither party shall hold itself out as agent for the other party and neither party have any authority to act for or to assume any obligations or responsibility on behalf of the other party.

### **Entire Agreement**

- 4.02 This Agreement sets forth the entire agreement between the parties concerning the replacement of Horton Bay wharf and the parties agree that each has:
- (a) not been induced to enter into this Agreement by any representations not set forth in this Agreement;
  - (b) it has conducted its own due diligence examinations in order to satisfy itself of the full, true and plain disclosure of the facts.

### **Assignment**

- 4.03 Neither party shall assign this Agreement nor any of the party's rights, duties or obligations hereunder without the prior written consent of the other party.

### **Governing Law**

- 4.04 This Agreement is to be interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

### **Construed Covenants**

- 4.05 All of the provisions and each agreement or obligation of this Agreement, even though not expressed as a covenant, are construed as covenants and agreements as though the words importing such covenants and agreements were used.

### **Rights or Remedies**

- 4.06 Nothing expressed or implied in this Agreement is intended to or is construed to confer on or give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

**Time of Essence**

4.07 Time is of the essence of this Agreement.

**Severability**

4.08 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

**Notice**

4.09 All notices or other communications necessary for the purpose of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed:

(a) in the case of Canada to:

Department of Fisheries and Oceans, Pacific Region  
200-401 Burrard Street  
Vancouver, BC  
V6C 3S4

Attention: Regional Director  
Small Craft Harbours – Pacific Region  
Fisheries and Oceans Canada

Telephone: 604-666-1146

or to such other address or addressed to such other Person as Canada may, from time to time, designate in writing to the CRD; and

(b) in the case of the CRD, to:

Capital Regional District  
Headquarters & Board Room Location:  
625 Fisgard Street  
Victoria, BC V8W 1R7

Attention: Ted Robbins, General Manager  
Integrated Water Services

Telephone: 250-474-9606

or to such other address or addressed to such other Person as CRD may, from time to time, designate in writing to Canada.

4.10 Any notice or communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
- (b) in all other cases, on the date of delivery.

If the postal service is interrupted or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

**Conflict of Interest**

4.11 No person governed by the post-employment terms and conditions set out in the *2003 Values and Ethics Code for the Public Service* shall derive a direct benefit from this Agreement unless that person complies with the applicable post-employment provisions.

**Counterpart**

1.0 This Agreement may be executed and delivered by facsimile or email and in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

**IN WITNESS WHEREOF** the CRD and Canada have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year first above written.

	)	<b>HER MAJESTY THE QUEEN IN RIGHT</b>
	)	<b>OF CANADA as represented by the Minister</b>
	)	<b>of Fisheries and Oceans</b> by Her authorized
	)	signatory:
	)	
	)	
	)	
_____	)	_____
Witness Signature	)	Karen Calla
Print Name: _____	)	Regional Director
	)	Small Craft Harbours - Pacific Region,
	)	Fisheries and Oceans Canada
	)	
	)	<b>CAPITAL REGIONAL DISTRICT</b> by its
	)	authorized signatories:
	)	
	)	

_____ )	_____ )
Witness )	Print Name: )
Print Name:_____ )	Position: )
_____ )	_____ )
_____ )	_____ )
_____ )	_____ )
Witness )	Print Name: )
Print Name:_____ )	Position: )

**SCHEDULE "A"**  
**Horton Bay Wharf Reports**

Capital Regional District, Victoria BC  
Port Transfer Feasibility Study  
Engineering Inspection and Evaluation  
Horton Bay Approach and Float  
May 1997  
Villholth Jensen & Associates Ltd.

Fisheries and Oceans  
Horton Bay, Mayne Island, B.C.  
LC: 6061  
Marine Engineering Inspection  
Villholth Jensen & Associates Ltd.  
Prepared for Small Craft Harbours Branch  
September 2000

Horton Bay detailed Harbour Inspection Report  
Foreshore Technologies Inc.  
118 Garden Avenue  
North Vancouver, BC V7P 3H2  
Phone: 604-983-311  
Prepared for: Fisheries and Oceans Canada, Small Craft Harbours Branch  
March 25, 2008

Stage 1 Preliminary Site Investigation Version 2.0  
Horton Bay Small Craft Harbour  
PS 06061/Class B Small Craft Harbour  
Mayne Island, British Columbia  
Prepared by AMEC Earth & Environmental  
2227 Douglas Road  
Burnaby, BC V5C 5A9  
Phone: 604-294-3811  
Dated: March 2009  
[www.amec.com](http://www.amec.com)

Inspection of the Horton Bay Facility (Mayne Island)  
Dated: July 2, 2014  
Prepared by WorleyParsons Canada  
600, 4321 Still Creek Drive  
Burnaby, BC V5C 6S7  
Phone: 604-298-1616  
[www.worleyparsons.com](http://www.worleyparsons.com)



**TERMS OF INSTRUMENT – PART 2**

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**Statutory Right of Way – riparian consent**

BETWEEN:

**ANNE ELIZABETH KENWAY**  
101 – 3670 Banff Court  
North Vancouver, BC V7H 2Y7

(the "**Transferor**")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
As represented by the Minister of Fisheries and Oceans  
c/o Small Craft Harbours  
401 Burrard Street  
Vancouver, BC V6C 3S4

(“**Canada**”)

AND

**CAPITAL REGIONAL DISTRICT**  
625 Fisgard Street  
PO Box 1000  
Victoria, BC V8W 2S6

(the “**CRD**”)

Canada and CRD collectively called “**Transferees**”)

- A. The Transferor is the registered owner in fee simple of the following lands on Galiano Island, in the Province of British Columbia:

Parcel Identifier: 000-111-996

Lot 1, District Lot 96, Galiano Island, Cowichan District, Plan 3688

(the “**Upland**”);

including the natural riparian right to cross the foreshore fronting the Upland and to any land covered by water adjoining the Upland.

- B. Canada has rights by way of a Provincial Order in Council to occupy the lands covered by water designated as District Lot 310, Plan 18TR01, adjacent to Upland (the “**Lease Area**”).

- C. The CRD will apply to Her Majesty the Queen in Right of the Province of British Columbia to become the lessee of a new water lot in the same location as District Lot 310, excepting that the southern side of the application will only go as far southerly as the edge of the Existing Improvements on District Lot 310;
- D. District Lot 310 and the Lease Area are hereinafter referred to as the “**Transferees’ Lands**”;
- E. The Transferees own, maintain and operate a public wharf and marine facility (“**Existing Improvements**”) within the Transferees Lands.
- F. The Upland and the Transferees’ Lands are adjacent to each other, and the Transferor as registered owner of the Upland is entitled to exercise riparian rights including access to and from the Upland by crossing the foreshore portions of the Transferees’ Lands for the purpose of gaining access to and from navigable waters in Trincomali Channel;
- G. The “**Right of Way Area**” is that part of Lot 1, Plan 3688 shown within heavy black outline on the explanatory plan EPP87311 a copy of which is attached hereto as Schedule “B”;
- H. The Transferees wish to interfere with the Transferor’s riparian right of access to and from those portions of the Transferees’ Lands fronting on the Right of Way Area, and the Transferor has consented to such interference and has agreed to grant this statutory right of way to permit the construction, operation, maintenance and use of a public wharf or other marine works or activities immediately seaward of the Upland;
- I. The Transferor requested and Canada and CRD have consented to grant to her moorage space, at ongoing rates, within the Existing Improvements and any future improvements, on the terms expressed in this Agreement
- J. This statutory right of way is necessary for the operation and maintenance of the Transferee’s undertaking.

**NOW THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars of lawful money of Canada, now paid by the Transferees to the Transferor (the receipt and sufficiency of which is hereby acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1. The Transferor hereby grants and conveys:
  - (a) unto the Transferees, their servants, employees, agents, contractors, tenants, invitees, licensees, successors and assigns and all those claiming through them and on behalf of all members of the public who so desire the full, free and uninterrupted right, licence, liberty, easement, right-of-way, privilege, and consent at all times and from time to time to impede, impair, interfere with, curtail and restrict, in whole or in part, the Transferor’s riparian right, as owner of the Upland, to pass and repass over the foreshore portions of the Transferees’ Lands to gain access to and from the Right of Way Area; and

- (b) unto the Transferee, its employees and contractors, as a statutory right of way the right to enter upon, pass, and repass over the Right of Way Area during normal business hours only for purpose of inspecting the public wharf.
2. The Transferor acknowledges and agrees that the easement and right-of-way hereby granted and set out in paragraph 1 shall entitle the Transferees to, inter alia:
- (a) moor, maintain, replace in any form, renovate and repair buildings, structures, works, improvements, including the Existing Improvements, and chattels (collectively, the “**Works**”) on all or any part of the Transferees Lands;
  - (b) operate the Works, or repair, replace, rebuild, or reconstruct the Works in any form; and
  - (c) do all acts necessary or incidental to the business of the Transferee in connection with the foregoing.
3. The Transferor further covenants and agrees with the Transferees:
- (a) that the Transferor will from time to time and at all times upon every reasonable request and at the cost of the Transferees do and execute or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices, conveyances, and assurances, in law whatsoever for the better assuring unto the Transferees, or either of them, of the rights, liberties, licences, easements, rights of way, privileges, and consents hereby granted; and
  - (b) that the Transferees, performing and observing the terms, covenants, and conditions on the Transferees’ part to be performed and observed shall and may peaceably hold and enjoy the rights, licences, liberties, easements, rights of way, privileges, and consents hereby granted without hindrance, molestation or interruption on the part of the Transferor or of any person, firm, or corporation claiming by, through, under, or in trust for, Transferor.
4. The Transferees hereby agree that they will not now or in the future extend any part of the Existing Improvements further southerly than the current southern most point of the existing wharf structure.
5. The Transferees hereby agree that the Transferor shall have priority for one moorage space of 18 feet, which shall be the southern one of the two moorage spaces on the landward side of the float portion of the Existing Improvements (the “**Moorage**”). Should this specific moorage space not be available for moorage use in the future, either due to changed configurations of the float or otherwise, then this grant of priority moorage allocation will apply to any other space associated with this wharf that will allow for moorage of an 18 foot vessel. The Transferees further agree that this priority shall apply to all future improvements to or versions of the Existing Improvements. The fee for the Moorage shall be whatever the then ongoing rate for such moorage is, with the proviso that the annual moorage fee shall never exceed 400 dollars. The 400 dollar maximum annual fee ceiling shall as adjusted over time by the Canadian Consumer Price Index.
6. In order to utilize the priority in this agreement in regard to moorage, the Transferor must inform the local harbour master by email or in writing of the period that the Transferor wishes to use the Moorage. The harbour master will ensure that the Moorage is available

within 60 days of receipt of such notice. For greater certainty the priority granted in regard to moorage in this agreement continues for so long as this Statutory Right of Way remains on title and effective, regardless of how many times the Transferor has requested to utilize the Moorage.

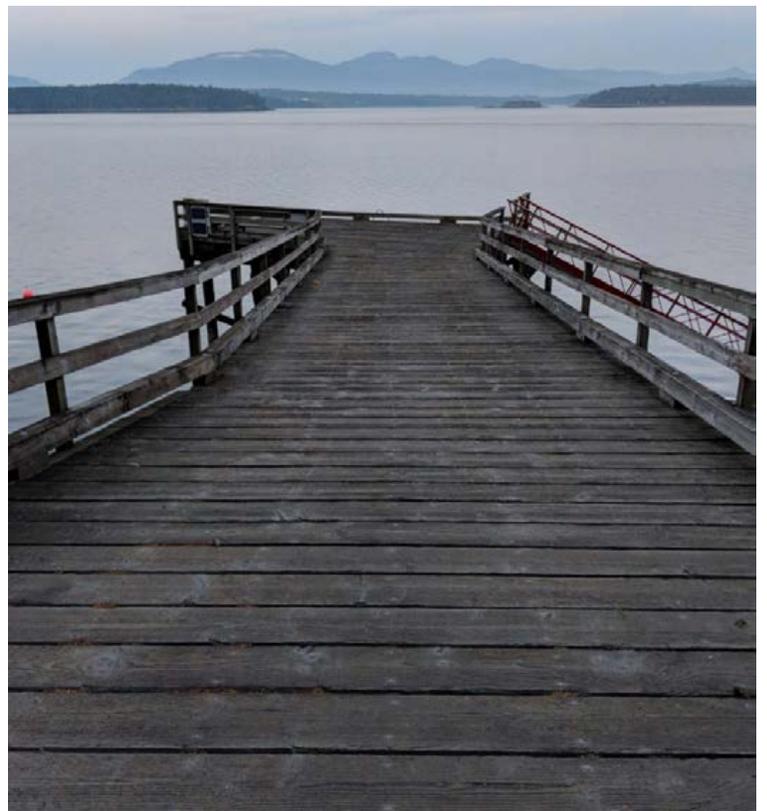
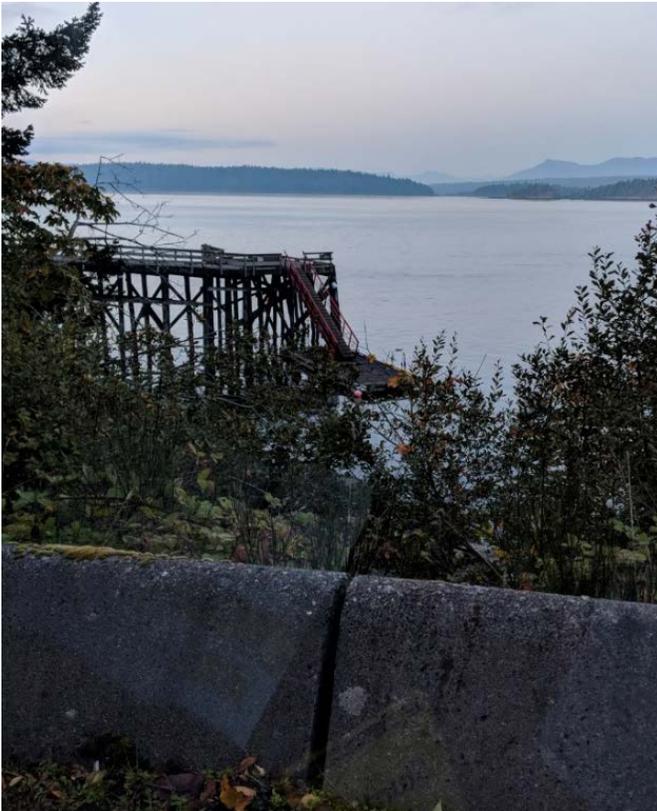
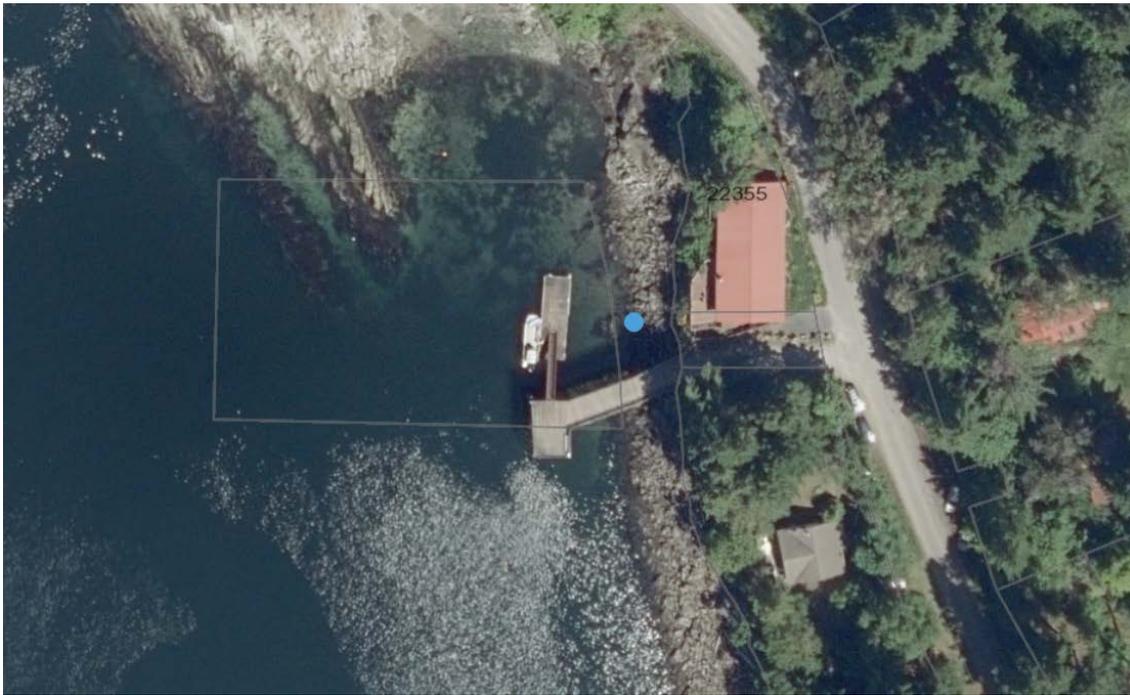
7. If the Transferor has not made a request to the harbour master, the harbour master can use the Moorage as the harbour master sees fit.
8. In no event will Transferor be liable to the Transferee for any damages, losses, costs or expenses of any kind whatever, directly or indirectly, related to, or arising out of, the existence of this statutory right of way or the exercise or purported exercise of any rights under it.
9. It is mutually understood, agreed, and declared by and between the parties hereto that:
  - (a) this agreement shall be construed as running with the Upland, and each and every part thereof in the event that the Upland is subdivided;
  - (b) no part of the fee of the soil thereof shall pass to or be bested in the Transferees under or by this agreement;
  - (c) the Transferor may fully use and enjoy the Upland subject only to the rights and restrictions herein provided;
  - (d) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands
  - (e) this agreement and the covenants herein shall only become null and void when the Transferees apply to the Land Title Office to have this Statutory Right of Way discharged.
10. Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor.
11. This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and assigns, as the case may be.
12. Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context.
13. This Agreement may be executed and delivered by facsimile or email and in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties hereto hereby acknowledge that this statutory right of way agreement has been duly executed and delivered by the parties executing the annexed Form C, D and E, or any of them, which form part of this agreement.

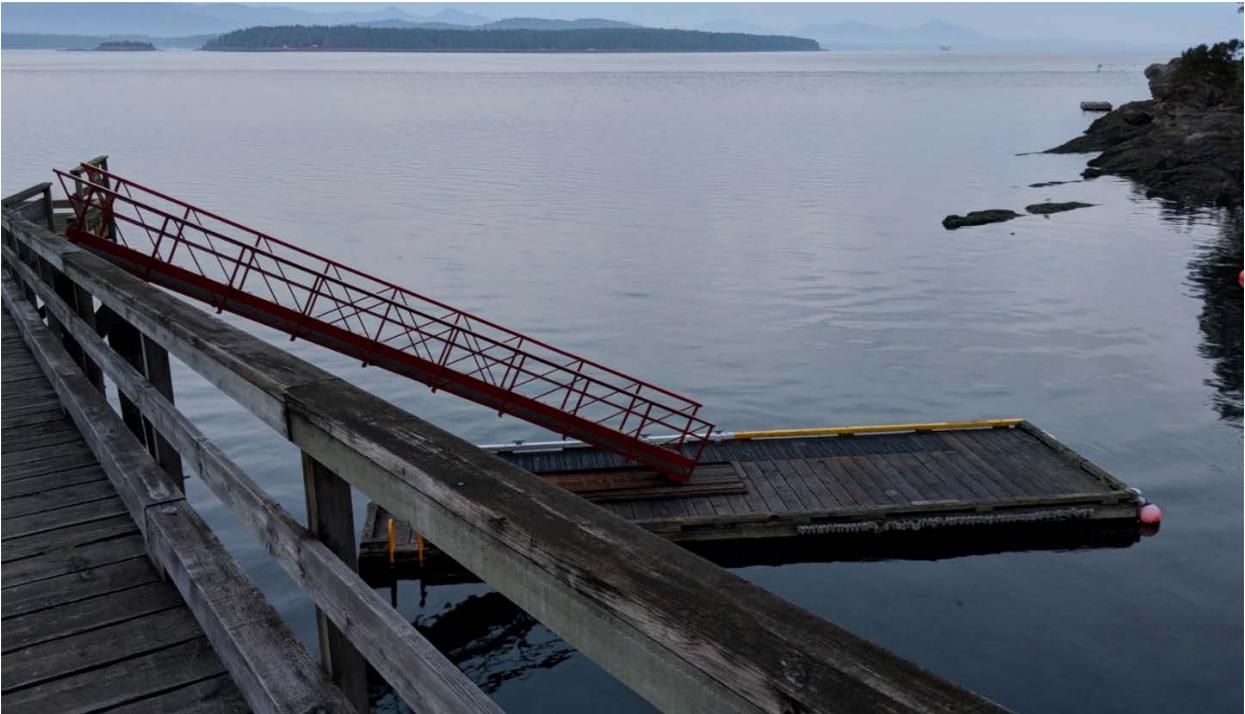
APPENDIX E – Photos

Appendix E

Spanish Hills dock, Galiano Island – 2017 Ortho-photo



**Spanish Hills dock, Galiano Island**



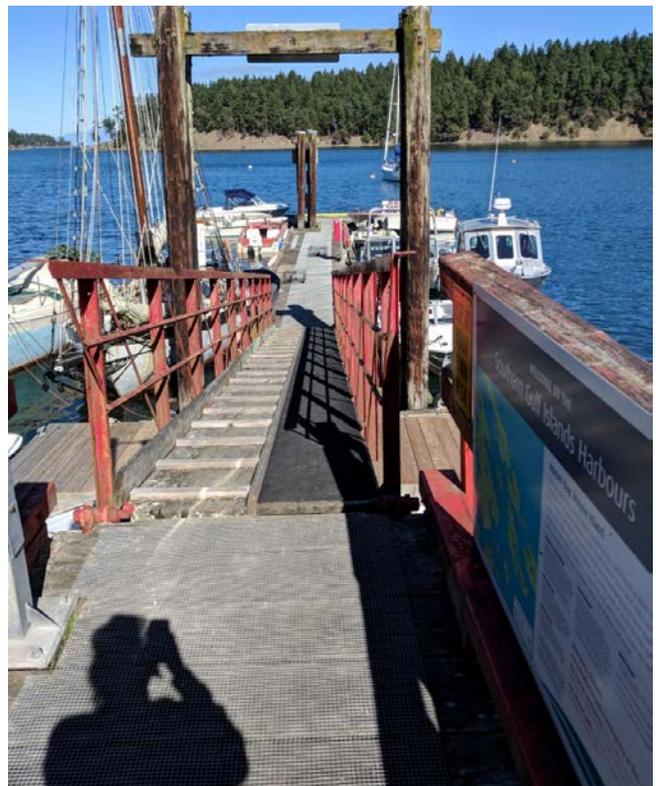
Horton Bay dock locations, Mayne Island – 2017 Ortho-photo



Existing Horton Bay dock, Mayne Island



CORP-1211135205-57



**Proposed Horton Bay dock location – Anson Rd, Mayne Island**



**Southern Gulf Islands Harbours DOCK INSPECTION REPORT**

DATE: **05-Nov-2018**

DOCK FACILITY: **Hope Bay, Pender Island**

INSPECTOR: **Peter Binner**

WHARFINGER: **Peter Binner**

<b>APPROACH</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	Requires pressure washing, railings painted and replacement of numerous rotten deck planking.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires pressure washing, railings painted and the notice board also requires painting.
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway is in good condition. An Aluminum guide rail was installed for the use of the dolly for the Canada Post delivery boat that is moored here.
	The floats require pressure washing. There are 2 sections of rub board missing (A & C float) and there are lose bull rails on both of these floats. All pile wells are wearing well.
Repair/work completion date:	

<b>OTHER INSPECTIONS</b>					
<input checked="" type="checkbox"/>	Lighting	good	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Sept. 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
Pressure washing and painting of this facility is required. Numerous deck planking on the Approach require replacement due to rot (potential tripping hazard). Two sections of rub boards require replacement and the lose bull rails require investigation. Otherwise things are in good condition.

**Southern Gulf Islands Harbours DOCK INSPECTION REPORT**

DATE: 11-Nov-2018

DOCK FACILITY: Horton Bay, Mayne Island

INSPECTOR: Peter Binner

WHARFINGER: Richard Jarco

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires pressure washing and the railings require painting. There are rotten bull rail sections and planking in the area closer to the shore. The electrical box is in poor condition and requires inspection along with the lighting at this dock. The notice board requires painting.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway requires reconditioning or replacement, The flotation for all of the floats require inspection as all the floats are low in the water. All the floats require pressure washing.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	requires inspection/ update	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Sept 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
Replacement of rotten planking and bull rail sections is required on the approach. Pressure washing of the approach and floats is required. The railings and notice board require painting. The whole electrical system requires inspection and possible upgrade. The flotation in all the floats requires inspection as the floats are very low in the water.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 11-Nov-2018

DOCK FACILITY: Lyall Harbour, Saturna Island

INSPECTOR: Peter Binner

WHARFINGER: Ryan Dentry

<b>APPROACH</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Generally in good condition. Two Pilings require new aluminum caps. This dock has a spill kit.
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway is in good condition. All the floats require pressure washing and are low in the water. There was a section of bull rail that was cut out for the Ambulance boat's new ramp for the gurney.  There are 2 steel pilings on the main float.
	Repair/work completion date:

OTHER INSPECTIONS			
<input checked="" type="checkbox"/>	Lighting	1 light is out	<input checked="" type="checkbox"/> Life Rings / Heaving Lines
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	March 2019	<input type="checkbox"/> Unpaid Moorage

<b>COMMENTS / INSTRUCTIONS:</b>
All the floats require pressure washing. The flotation on all the floats requires inspection.

**Southern Gulf Islands Harbours DOCK INSPECTION REPORT**

DATE: 12-Nov-2018

DOCK FACILITY: **Miners Bay, Mayne Island**

INSPECTOR: **Peter Binner**

WHARFINGER: **Neil Jensen**

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	The electrical system requires inspection and upgrade. The lights are still randomly on, there has been no change with repeated repairs. The railings are freshly painted and the approach has been recently pressure washed. The notice board is rotten and requires replacement.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	Requires numerous replacement of rotten and irregular deck boards. There is a SPILL KIT.
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	Float A gangway is in good condition but has a few missing or broken ladder rungs that require replacement. There are sections of bull rail that require replacement. The floats (A,B,C&D) were pressure washed with too much pressure this summer and the bull rails are in extremely rough condition. The fire extinguisher box is broken and requires replacement. Float B appears to be holding up reasonably well after the recent repairs and the gangway is staying in place. There was a section of bull rail that was cut out by the Ambulance boat and the location of this could be a problem. The transition plate between B & C is working much better.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	requires inspection/upgrade	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	A) May 2019 B) Aug 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The electrical system requires inspection and upgrade. The notice board requires replacement. There is a broken fire extinguisher box on A float that requires replacement and some sections of bull rail require replacement on this float, The wharfhead continues to develop rot in the deck planking, there are numerous tripping hazards in this area due to the rot and the irregularity of the planking.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 16-Nov-2018

DOCK FACILITY: Montague Harbour, Galiano

INSPECTOR: Peter Binner

WHARFINGER: Erik Meden

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires pressure washing and the notice board requires repainting. The railings have been painted along with non skid applied to the transition plates.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	Gangway is shining in its newness! All the floats require pressure washing. There was a section of bull rail removed in the loading zone area by the Ambulance boat. There are no apparent issues with this in this location at the moment. A piece of UHMW has broken off of the pile well on "B" float. These pieces were supplied with such a narrow dimension and were just screwed into the well that they will likely become a problem and should be replaced, all 4 wells.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	good	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	2 X May 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The notice board requires painting. The approach and the floats all require pressure washing. The recently installed UHMW rub boards (strips) in the pile wells are of a useless dimension for the application and were also poorly fastened with screws instead of lag screws. Monitor the recent bull rail cut out in the loading zone.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 09-Nov-2018

DOCK FACILITY: Piers Island

INSPECTOR: Peter Binner

WHARFINGER: Mike Smart

<b>APPROACH</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	Requires painting of the bare railings. Recent repairs to the concrete pile bases for the approach and the abutment are completed and look good.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	The floats are sitting much higher with the new flotation but there is considerable marine growth that is now exposed and requires removal. The gangway is in good condition and there is less movement in this area due to the 2 new pilings in this area of the float.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	N/A	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Feb 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The bare railings on the approach require painting. The newly exposed marine growth on the floats require removal. Minor pressure washing is required.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 05-Nov-2018

DOCK FACILITY: Port Browning, Pender Island

INSPECTOR: Peter Binner

WHARFINGER: Claude Kennedy

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires pressure washing and the railings require painting. There are many rotten planks and bull rail spacers that require replacement. The notice board is rotten and requires replacement.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway requires reconditioning and all the floats require pressure washing. "A" float has a slight list at the west end. "C" float is slightly low at the end where it is connected to "B" float and all pile wells are wearing well.
	Repair/work completion date:

OTHER INSPECTIONS			
<input checked="" type="checkbox"/>	Lighting		<input checked="" type="checkbox"/> Life Rings / Heaving Lines
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Sept 2019	<input type="checkbox"/> Unpaid Moorage

<b>COMMENTS / INSTRUCTIONS:</b>
The approach requires serious pressure washing and replacement of the planking / bull rail spacers. The railings require painting. Pressure washing of all the floats is also required and the gangway requires reconditioning. The notice board requires replacement. Monitor the flotation of A & B float.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 05-Nov-2018

DOCK FACILITY: Port Washington, Pender Island

INSPECTOR: Peter Binner

WHARFINGER: Rod MacLean

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires painting of the railings (railings are bare wood) and the notice board requires replacement or reconditioned.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	There are areas of irregular planking, otherwise this is in reasonable condition.
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	"A" float gangway is very rusty and could be replaced or reconditioned. The float requires inspection due to the excessive movement (due to the ferry wake or rough weather) in the area where there are broken and lose bull rail bolts.
	"B" float gangway requires reconditioning or replacement. The floats {B & C} require pressure washing. The transition between B & C requires new chain and improvement with the way things are working and there is a lot of movement with "C" float due to the anchors and chains, possibly being out of position. New UHMW is required in the pile wells on B float.
Repair/work completion date:	

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	good	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Nov 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The bare wood railings on the approach require painting. The notice board is rotten and requires replacement. Both gangways are rusted and require reconditioning or replacement. "A" float requires inspection to the structure due to the broken and lose bull rails. The sea plane pilots have requested that the lamp post be moved further away from the current position so that they have more room for the wing of the aircraft. The transition between floats B & C requires attention and the anchors and chain at the end of C float requires inspection. New UHMW is required for the pile wells on B float. All floats require pressure washing.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 16-Nov-2018

DOCK FACILITY: Retreat Cove, Galiano Island

INSPECTOR: Peter Binner

WHARFINGER: Kiyoshi Okuda

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	The railings require painting and minor pressure washing is required. The notice board requires painting.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway is in good condition, freshly painted. The cross members on the pilings require pressure washing along with minor washing at both ends of the float. Otherwise, things are in good condition.
	Repair/work completion date:

OTHER INSPECTIONS					
<input type="checkbox"/>	Lighting	N/A	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Aug 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The railings and the notice board on the approach require painting and minor pressure washing in some areas is required. The cross members at the top of the pilings require pressure washing.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 12-Nov-2018

DOCK FACILITY: Sturdies Bay, Galiano Island

INSPECTOR: Peter Binner

WHARFINGER: Kiyoshi Okuda

<b>APPROACH</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires Pressure washing and the railings and the notice board require painting. The electrical system requires inspection.
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway is in good condition but there is minor worn and rotten wood on the bed and planking. The float requires inspection of the structure as there are broken and lose bull rail bolts. There are bull rail sections that require new pieces along with broken rub boards. There appears that some boat operator has crashed into the landing zone area several times and has caused this damage. The float requires pressure washing and the old roofing tiles should be removed before this happens.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	requires inspection	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Aug 2019	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
The wharfhead railings are bare wood and require painting, The notice board requires painting. The electrical system requires inspection and possible upgrade. The float requires inspection to the structure due to the evidence of broken and lose bull rail bolts in the midsection of the float. Some sections of bull rail and rub board require replacement. The roofing tiles need to be removed prior to pressure washing which is also required.

Southern Gulf Islands Harbours DOCK INSPECTION REPORT

DATE: 16-Nov-2018

DOCK FACILITY: Swartz Bay

INSPECTOR: Peter Binner

WHARFINGER: Mike Smart

<b>APPROACH</b>	Facility Kiosk Inspection: <input checked="" type="checkbox"/> Signage <input checked="" type="checkbox"/> Envelope Supply <input checked="" type="checkbox"/> Notices Posted <input checked="" type="checkbox"/> Rates Posted
	Requires minor pressure washing and the red railings require blue paint.
	Repair/work completion date:

<b>WHARF HEAD</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	N/A
	Repair/work completion date:

<b>GANGWAY FLOATS</b>	Facility Kiosk Inspection: <input type="checkbox"/> Signage <input type="checkbox"/> Envelope Supply <input type="checkbox"/> Notices Posted <input type="checkbox"/> Rates Posted
	The gangway is in good condition. There are sections of worn and damaged bull rail underneath the area of the gangway that require replacement. There has been a section of bull rail cut out in loading zone are by the Ambulance boat to facilitate the loading / unloading of the gurney. There is also a noticeable pre-existing hump on this float and this cut out may have some structural impact on this section of float.
	Repair/work completion date:

OTHER INSPECTIONS					
<input checked="" type="checkbox"/>	Lighting	good	<input checked="" type="checkbox"/>	Life Rings / Heaving Lines	good
<input checked="" type="checkbox"/>	Extinguishers (expiry dates)	Oct 2018	<input type="checkbox"/>	Unpaid Moorage	

<b>COMMENTS / INSTRUCTIONS:</b>
Minor pressure washing of the approach and on the floats is required. Sections of bull rail on A float require replacement. Recommend inspection of B float to determine the cause of the hump in the float and if the new cut out in the bull rail has a structural impact.

## Agenda Item #12

SOUTHERN GULF ISLANDS HARBOURS	2017	2018		
		BUDGET	JAN - NOV	% Remaining
<u>OPERATING COSTS:</u>				
<u>Administrative Expenditures</u>				
Contracted Services	11,450	13,680	6,273	54.1%
Supplies, Advertising	2,391	2,050	989	51.8%
Travel and Training	1,898	7,000	1,221	82.6%
Internal Allocations	20,101	20,180	16,393	18.8%
Other Operating Expenses	8,469	6,270	10,684	-70.4%
<b>Total Administrative Expenditures</b>	<b>44,309</b>	<b>49,180</b>	<b>35,560</b>	<b>27.7%</b>
<u>Dock Operating Expenditures</u>				
Repairs and Maintenance	4,136	48,740	3,861	92.1%
Wharfinger Compensation and Travel	49,974	45,550	42,123	7.5%
Allocations/Labour - Operations	2,286	-	2,881	0.0%
Insurance	22,917	27,370	22,917	16.3%
Electricity	2,471	2,960	2,048	30.8%
Supplies	1,833	3,960	1,818	54.1%
Operating - Other	672	3,600	162	95.5%
<b>Total Dock Expenditures</b>	<b>84,288</b>	<b>132,180</b>	<b>75,810</b>	<b>42.6%</b>
<u>CAPITAL / RESERVES</u>				
Transfer to Capital Reserve Fund	216,854	156,020	-	100.0%
<b>TOTAL CAPITAL / RESERVES</b>	<b>216,854</b>	<b>156,020</b>	<b>-</b>	<b>100.0%</b>
<b>TOTAL COSTS</b>	<b>345,451</b>	<b>337,380</b>	<b>111,370</b>	<b>67.0%</b>
<u>FUNDING SOURCES (REVENUE)</u>				
Revenue- Fees	(96,692)	(87,500)	(84,527)	3.4%
Other Income	(6,908)	(5,600)	(7,339)	-31.1%
Requisition - Parcel Tax	(241,850)	(244,280)	(244,280)	0.0%
<b>TOTAL REVENUE</b>	<b>(345,451)</b>	<b>(337,380)</b>	<b>(336,146)</b>	<b>0.4%</b>
<b>SURPLUS/(DEFICIT)</b>	<b>-</b>	<b>-</b>	<b>224,776</b>	

## SGI Harbours Capital Funds

Capital Reserve Fund 1054	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Beginning Balance	1,455,919	1,535,905	1,169,985	524,263
Transfers from Operating Budget	192,810	200,808	216,854	-
Transfers from Capital Project Fund	-	-	9,107	-
Transfers to Capital Project Fund	(135,000)	(588,600)	(895,700)	(159,000)
Interest Income	22,176	21,871	24,017	23,723
Ending Balance \$	1,535,905	1,169,985	524,263	388,986

Capital Project Fund GSV185016 191007	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
Beginning Balance	-	25,914	550,502	950,100	-
<b>Engineering Assessments Project (Budget \$135,000)</b>					
Transfer from/(to) Capital Reserve Fund	135,000	-	(9,107)	-	125,893
Expenditures (CX.103.4501)	(109,886)	(16,007)	-	-	(125,893)
<b>Infrastructure Engineering Review (Budget \$531,800)</b>					
Transfer from Capital Reserve Fund	-	531,800	-	-	531,800
Expenditures (CX.106)	-	(65,299)	(350,951)	(5,869)	(422,118)
<b>Horton Bay Dinghy Float (Budget \$6,800)</b>					
Transfer from Capital Reserve Fund	-	6,800	-	-	6,800
Expenditures (CX.111)	-	-	-	(1,686)	(1,686)
<b>Piers Island Float (Budget \$5,000)</b>					
Transfer from Capital Reserve Fund	-	5,000	5,800	-	10,800
Expenditures (CX.111)	-	-	(5,820)	-	(5,820)
<b>Float Ladder Installation (Budget \$45,000)</b>					
Transfer from Capital Reserve Fund	-	45,000	-	-	45,000
Expenditures (CX.119)	-	(3,822)	(21,750)	-	(25,572)
<b>Anson Road Dock Phase 1</b>					
Expenditures (CX.120)	-	(735)	-	-	(735)
<b>Miners Bay Float Assessment (Budget \$15,000)</b>					
Community Works Fund Grant	-	15,000	-	(965)	14,035
Expenditures (CX.123)	-	-	(14,035)	-	(14,035)
<b>Dock Infrastructure Review (Budget \$889,900)</b>					
Transfer from Capital Reserve Fund	-	-	889,900	77,000	966,900
DFO Grant	-	-	-	350,000	350,000
Expenditures (CX.124)	-	-	(107,967)	(190,285)	(298,252)
<b>Dock Inspections (Budget \$82,000)</b>					
Transfer from Capital Reserve Fund	-	-	-	82,000	82,000
Expenditures (CX.133)	-	-	-	(49,817)	(49,817)
Interest Income	800	6,851	13,528	22,824	44,003
Ending Balance \$	25,914	550,502	950,100	1,233,303	1,233,303

Southern Gulf Island Harbours  
Revenues & Expenditures by Dock

	2018								
	Revenue			Expenditures			Surplus/(Deficit)		
	Budget	Actual	% Rem	Budget	Actual	% Rem	Budget	Actual	% Rem
<b>Piers Island</b>	3,500	3,263	6.8%	10,030	4,345	56.7%	(6,530)	(1,082)	83.4%
<b>Swartz Bay</b>	5,500	5,949	-8.2%	9,940	6,383	35.8%	(4,440)	(434)	90.2%
<b>Montague Harbour</b>	12,000	13,675	-14.0%	15,070	10,075	33.1%	(3,070)	3,600	217.3%
<b>Sturdies Bay</b>	2,500	337	86.5%	9,050	2,759	69.5%	(6,550)	(2,422)	63.0%
<b>Pt Washington</b>	3,500	5,419	-54.8%	10,730	7,812	27.2%	(7,230)	(2,393)	66.9%
<b>Miners Bay</b>	5,500	5,914	-7.5%	11,760	10,203	13.2%	(6,260)	(4,289)	31.5%
<b>Port Browning</b>	19,000	12,841	32.4%	17,950	9,832	45.2%	1,050	3,010	-186.6%
<b>Hope Bay</b>	6,500	7,101	-9.2%	11,500	6,224	45.9%	(5,000)	877	117.5%
<b>Retreat Cove</b>	5,500	5,744	-4.4%	10,160	5,115	49.7%	(4,660)	629	113.5%
<b>Lyll Harbour</b>	8,500	8,028	5.6%	13,010	6,772	47.9%	(4,510)	1,256	127.9%
<b>Horton Bay</b>	8,500	7,718	9.2%	12,980	6,292	51.5%	(4,480)	1,426	131.8%
<b>Total</b>	<b>80,500</b>	<b>75,988</b>	<b>5.6%</b>	<b>132,180</b>	<b>75,810</b>	<b>42.6%</b>	<b>(51,680)</b>	<b>178</b>	<b>100.3%</b>