

*DISTRICT OF SECHELT  
PORPOISE BAY  
HARBOUR  
REGULATION  
BYLAW  
No. 494, 2010*



**Consolidated for convenience only September 2014**

This Consolidation includes the following Bylaw Amendments:  
494-1, 2014

This version of this bylaw is a consolidation of amendments to the original bylaw as of the date specified. This consolidation is done for the convenience of users and accurately reflects the status of the bylaw as of the specified date but must not be construed as the original bylaw and is not admissible in Court unless specifically certified by the Director of Corporate Services for the District of Sechelt. Persons interested in the definitive wording of this bylaw and its amendments should view the original bylaws at the District of Sechelt.

DISTRICT OF SEHELTT

Porpoise Bay Harbour Regulation Bylaw No. 494, 2010

A bylaw to regulate the use and operation of Porpoise Bay Harbour Wharf facilities

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**WHEREAS**, Council of the District of Sechelt is Harbour Authority for the Porpoise Bay Harbour Government wharf and facilities under lease agreement between the District of Sechelt and Her Majesty the Queen, in right of Canada as represented by the Minister of Fisheries and Oceans and acting through the Regional Director; and

**WHEREAS**, Council of the District of Sechelt deems it expedient to adopt appropriate regulations for the use of the leased Porpoise Bay Harbour Government Wharf and facilities;

**NOW THEREFORE** Council of the District of Sechelt in open meeting assembled enacts as follows:

1. **TITLE:**

This bylaw may be cited for all purposes as the “Porpoise Bay Harbour Regulation Bylaw No. 494, 2010”.

2. **ADOPTION OF REGULATIONS:**

- (a) Council hereby adopts the Porpoise Bay Harbour Authority Supplementary Regulations attached to and forming part of this Bylaw as Schedule A;
- (b) Council hereby adopts, as the applicable moorage fees those set out in Schedule B attached to and forming part of this Bylaw; and
- (c) Council hereby adopts the District of Sechelt Harbour Authority Berthage Agreement attached to and forming part of this Bylaw as Schedule C.

READ A FIRST TIME THIS 6<sup>th</sup> DAY OF October, 2010

READ A SECOND TIME THIS 6<sup>th</sup> DAY OF October, 2010

READ A THIRD TIME THIS      6<sup>th</sup>      DAY OF October, 2010

ADOPTED THIS                      3<sup>rd</sup>      DAY OF November, 2010

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Mayor

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Corporate Officer

## SCHEDULE A

### PORPOISE BAY HARBOUR AUTHORITY SUPPLEMENTARY REGULATIONS

#### 1. Purpose

The purpose of these regulations is to set out parameters for the safe and efficient operation of Porpoise Bay Harbour.

#### 2. Application

These regulations apply to all users of Porpoise Bay Harbour.

#### 3. Definitions

**“Deleterious Substance”** means any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or to the use by man of fish that frequent that water.

**“Harbour”** means all areas and equipment as defined in the lease agreement between the District of Sechelt and Her Majesty the Queen, in right of Canada as represented by the Minister of Fisheries and Oceans for use by the Harbour Authority for the purpose of operating, maintaining and managing a public commercial fishing harbor at Sechelt.

**“Harbour Authority”** means the Council of the District of Sechelt.

**“Harbour Manager”** means the person or persons, organization or other entity appointed by the Harbour Authority from time to time to manage the Harbour.

**“Harbour Office”** means the small office/storage shed situated on the west side of the wharf head.

**“Owner”** means the master, operator or person in charge of the vessel.

**“User”** means a person, including vessel owners or operators, tenants, guests and the public within the Harbour.

#### 4. Authorization to Enforce Regulations

(1) The Harbour Manager may enforce these regulations by written or verbal

instruction.

- (2) The Harbour Manager may request a person or persons violating these regulations to leave the Harbour and may obtain assistance from law enforcement officers to protect property and lives or preserve the peace.
- (3) Harbour Users who violate these regulations may be subject to cancellation of moorage, fines and removal of vessel and other property.
- (4) Charges for removal of vessel or other property may be assessed against the vessel and/or Owner.

## **5. Notification**

It is the Harbour User's responsibility to obtain the rules and regulations from the Harbour Manager. Harbour rules and regulations are also posted on the bulletin board located at the Harbour Office. The Harbour Authority does not accept responsibility for mailing or delivery of these or other regulations, policies and procedures, or ensuring the Harbour User has become familiar with Harbour regulations.

## **6. Emergency Contact Information**

FIRE / POLICE / AMBULANCE: 911

OIL OR DIESEL SPILL: 1-800-OILS-911, OR (604) 885-2261 OR: (604) 885-5111

COAST GUARD: 1-604-977-7422

SHIPS SAFETY: 1-604-666-5462

SMALL CRAFT HARBOURS: 1-604-666-2226

HARBOUR MANAGER: 604-885-1986 or

Mobile phone: 604-885-8063 or 604-989-0176

HARBOUR AUTHORITY: (Monday through Friday, 8:00 am to 4:30 pm)

DISTRICT OF SECHELT: 604-885-1986

## **7. General Regulations**

The following regulations apply to the Harbour:

- (1) Must abide by applicable law

All persons shall abide by all applicable statutes, regulations, bylaws and policies including the *Fishing and Recreational Harbour Act*, Porpoise Bay Harbour Authority regulations and the District of Sechelt's bylaws and policies.

- (2) Use at own risk

All persons using the Harbour or its facilities do so at their own risk. The Harbour Authority shall not be responsible for any loss, damage, expense, theft, injury sustained or fatality within the Harbour. The Harbour Authority accepts no responsibility or liability for the care or safe keeping or condition of the vessels moored at the Harbour (including related tackle gear and other personal property).

- a) Should damage and/or personal injury result from violation of these regulations, the person responsible shall be held liable.
  - b) Should any damage other than normal wear and tear be done to a float, gangway or other structure, for any reason, by a vessel, vessel operator or other user, that person shall be held liable for the damage or injury.
- (3) Berthage Assignment

The Harbour Manager and/or authorized personnel may assign berths to vessels at the Harbour and floats in such order or priority as deemed appropriate.

- (4) Berthage Agreement required
- (a) No person shall moor any boat without proper authorization of the Harbour Manager or other authorized personnel and completion of a berthage agreement in the form prescribed by the District of Sechelt.
  - (b) No person shall assign or transfer a berthage agreement. Use of the berth is personal to the licensee and designated vessel and a person purchasing the vessel will not thereby acquire rights to moorage or to use the berth designated under a previous berthage agreement.

(5) Authority to Remove Hazardous Vessels

The Harbour Authority, Harbour Manager or other authorized representative is empowered to order the removal of any vessel moored directly or indirectly to the floats, which in their opinion, is in danger of sinking or is a hazard to water borne traffic. If the owner or person responsible for the vessel cannot be located, the Harbour Authority or its representative(s) may take any action considered necessary to correct or alleviate the matter; the cost of all such actions shall be at the owner's expense.

(6) Abandoned or Derelict Vessels

If, in the opinion of the Harbour Authority and/or its representatives, any boats, gear, or personnel materials beached, abandoned, or berthed at the floats or wharf head, are considered to be abandoned or derelict, the Harbour Authority or its representatives may

order the Owner(s) to remove such boats, gear or materials, and if, after advertising by a notice in two consecutive issues of the local newspaper and posting a copy of such notice at the facility, such boats, gear or materials have not been removed by the Owner or Owners thereof within 15 days of the date of such notice, then such boats, gear and/or materials may be disposed of by the Harbour Authority or its representatives as they see fit' the cost of all actions shall be at the Owner's expense.

(7) Payments due to the Harbour

Moorage and Shore Power rates must be paid to the Harbour Authority as per current Harbour Authority fee structure.

(8) Vehicle Traffic

- a) Vehicle operators must observe the posted speed limit of 15km per hour.
- b) Parking areas are reserved for the use of Harbour Users and persons otherwise involved with the Harbour facilities at that time.
- c) No person shall park other than in designated parking stalls.
- d) No person shall park in violation of erected signage.
- e) A vehicle parked in violation of signs or regulations will be ticketed or towed away at the owner's expense.
- f) No vehicle is permitted to park overnight on the wharf

(9) Refuse

- a) No user of the Harbour shall deposit all refuse in any location other than the container provided.
- b) No person shall deposit oil or fuel in the garbage container at the Harbour.
- c) No person shall deposit garbage, trash, oil or fuel in the water or on land areas in the Harbour.

(10) Discharge of Sewage or Waste Water

- a) No person shall discharge sewage or waste water in the Harbour. Holding tanks shall be pumped out to the Harbour pump-out facility.

(11) Conduct

a) A person using or visiting the Harbour is subject to the District of Sechelt bylaws and other regulations and policies.

b) No person shall cause a disturbance or create a nuisance affecting others.

(12) Fire Safety Regulations

a) The Harbour Fire Safety Plan is posted on the bulletin board at the Harbour Office.

b) Fire Fighting Equipment

Fire fighting equipment is to be used for fighting fires only. No person shall abuse, tamper or remove fire fighting equipment.

c) No person shall place combustible material on the wharf floats and gangways.

d) No person shall use a wood burning stove or permit any other open fire on board a vessel while moored at the Harbour.

e) No fuel containers are to be left on the wharf.

f) Persons refueling a vessel must follow the applicable Regulations.

g) Access to vessels is to be maintained at all times.

h) Vessels are to be moored in such a manner so as not to impede removal of a vessel which may be on fire.

i) Persons using the Harbour are to be familiar with the above Fire Safety Regulations, Harbour Fire Evacuation Plan and Fire Department emergency number (which, in Sechelt, is 911).

**8. Vessel Regulations**

(1) Vessel Registration

a) All Owners/Operators of vessels staying overnight in the Harbour must:

i) register at the Harbour Office when the Harbour Manager is on duty; or at the District of Sechelt municipal office: 5797 Cowrie Street, 2nd Floor, 8:00 am to 4:30 pm, Monday to Friday.

ii) enter into a Berthage Agreement with the Harbour Authority (District of Sechelt).



- b) Vessel Dimension
  - i) Moorage space is assigned by the Harbour Manager with regard to overall length, beam and operational characteristics.
  - ii) The Harbour Manager and/or authorized personnel shall determine the overall length of the vessel. In the case of a commercial fishing vessel (CFV) the length shall be based on that shown in the CFV register. For all other vessels, length shall be determined by the horizontal distance measured between perpendiculars erected at the extreme ends of the vessel, adding all appendages such as diving boards, outboard motors, bow sprits and such determinations shall be conclusive.
- c) Vessels must at all times, meet all federal, provincial and local laws, which include those pertaining to navigational and safety equipment.
- d) Vessels shall be moored in the location as indicated by the Harbour Manager and with due regard for access to the Harbour by other vessels and for Harbour Fire Safety Regulations.
- e) Vessel owners and operators are responsible for adequate fendering to protect the Harbour property and adjacent vessels.
- f) Vessel owners and operators are responsible for securing their vessels and monitoring the moorage of their vessels from time-to-time.
- g) Mooring lines shall not cross a float, gangway or other walkway, for the safety of all users.
- h) Vessels moored in the Harbour must be completely seaworthy and ready for cruising in local waters. Any vessel that requires shore power for bilge pumping to keep the vessel afloat is prohibited from mooring at the Harbour.
- i) Vessels which because of their size or construction are deemed by the Harbour Manager to be unseaworthy or hazardous to Harbour property or other boats will not be granted moorage and are prohibited from use of the Harbour facilities.
- j) All vessels in the Harbour must have the following valid identification permanently affixed to the vessel and clearly visible from the outside:

- i) CFV number
- ii) Customs registration (when applicable)
- iii) Vessel name

(2) Payment

- a) Moorage rates will be charged as prescribed by Harbour Authority bylaw. All moorage fees are due and payable in advance, with no refund when vessel is temporarily absent from berth.
- b) No person who is the owner or operator of a vessel shall permit the vessel to leave the Harbour until all charges payable in respect of the vessel have been paid. Owners or operators of a vessel with outstanding accounts will be refused moorage at the Harbour until payment has been received by the District of Sechelt Municipal Office.

(3) Electrical Shore Power

- (a) A fee for use of electricity will be charged as prescribed by Harbour Authority bylaw.
- (b) No person shall connect to any outlet for heating purposes with an extension cord other than that constructed from a single length not exceeding 125 feet (41.6 metres) and of not less than #12 wire – 3 wire grounded cord.
- (c) Shore power cords must be secured. No person shall allow a power cord to hang into the water or constitute a hazard to pedestrian traffic on floats.
- (d) The use of shore power outlets may be withheld from vessel owners/operators with delinquent accounts for moorage or power.
- (e) Harbour users are not permitted to disconnect power cords for other vessels, except in an extreme emergency.

**9. Vessel Maintenance Repairs**

- a) No person shall on Harbour property:
  - i) engage in repairs to the hull, machinery, tackle or gear of vessels beyond routine maintenance and then only in accordance with section 36(3) of the federal Fisheries Act which states: “...no person shall deposit or permit the deposit of a deleterious substance of any type in water frequented by fish or in any place

*under any conditions where the deleterious substance may enter any such water.”*

- ii) engage in major repairs except in consultation with the Harbour Manager and where inevitable in real emergency situations and then only repairs in accordance with section 9(a)(i) Of these regulations.
- iii) conduct welding or plate burning on floats.
- b) A 20 lb. ABC fully charged fire extinguisher must be on board when welding a vessel or paint burning.
- c) Contractors must at all times operate in a safe and workmanlike manner, including exercising due diligence to observe all applicable safety standards, procedures, rules, statutes, regulations, bylaws and policies.
- d) Contractors must carry Workers Compensation coverage and appropriate liability insurance for the type of business or operation.

## **10. Loading Zone**

- a) The designated loading zone as indicated on the float is restricted to vessels loading materials or passengers. All other vessels are prohibited from using the loading zone.
- b) Vessel owners and operators must be prepared to move a vessel in the loading zone immediately for any other vessel requiring the area for loading/unloading purposes.

## **11. Moorage Termination**

Harbour customers who violate regulations and procedures may be subject to cancellation of moorage, penalty charges, impoundment, and/or removal of vessel under the authority of the Fishing and Recreational Harbours Act. Any charges for such removal will be assessed against the vessel and/or its owner.

## **SCHEDULE B**

### **Porpoise Bay Harbour Fees and Charges**

#### **1. Vessel Moorage \***

- (a) Daily Commercial Fishing Vessel rate: \$ 0.65 per foot
- (b) Daily Recreation/Other Vessel rate: 0.75 per foot
- (c) Monthly Commercial Fishing Vessel rate: 3.00 per foot
- (d) Monthly Recreation/Other Vessel rate: 4.50 per foot
- (e) temporary wharfhead moorage rate: 50.00 per day

\* A 10% discount shall be applied on moorage paid three (3) months or more in advance

#### **2. Shore Power**

- (a) 15 amp: \$2.50 per day / \$60.00 per month
- (b) 30 amp: \$5.00 per day / \$90.00 per month

#### **3. Miscellaneous**

- (a) Boat launch: \$5.00 per combined in and out
- (b) Amenity fee: \$10.00 for vessels moored longer than thirty (30) days
- (c) Derrick rental rate: \$ 10.00 per use
- (d) Grid rental rate: \$ 25.00 per day
- (e) Holding Tank Pump-Out System: \$1.00 per use (coin operated)

#### **4. Parking Rate**

- (a) Overnight parking (unoccupied vehicle/ unoccupied vehicle with boat trailer)  
\$10.00 per night

**SCHEDULE C**

**District of Sechelt Harbour Authority**

**BERTHAGE AGREEMENT**

**Non-Assignable License**

VESSEL NAME: \_\_\_\_\_ C.F.V. # \_\_\_\_\_  
(If applicable)

VESSEL IDENTIFICATION: \_\_\_\_\_ LENGTH: \_\_\_\_\_  
Official Number, Pleasure Craft License (K#) or Small Commercial Vessel License (C#)

NAME: \_\_\_\_\_ PHONE CELL: (\_\_\_\_) \_\_\_\_\_  
"Licensee"

HOME: (\_\_\_\_) \_\_\_\_\_

MAILING ADDRESS:

\_\_\_\_\_  
Number Street City Province Postal Code

VESSEL OWNER: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_  
(if different from above)

MAILING ADDRESS:

\_\_\_\_\_  
Number Street City Province Postal Code

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

VEHICLE TYPE: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

In consideration of the moorage fee, this agreement is to provide a berth rental for the Vessel designated above on the following terms:

1. If the Licensee is not the Vessel Owner, the Licensee warrants that it is the duly authorized representative of the Vessel Owner with respect to entering into this agreement and has the Vessel Owner's permission to do so.
2. The Licensee agrees to pay monthly berthage fees PRIOR to berthing the Vessel based on the size and type of vessel as is set out by the Harbour policy. If the Licensee fails to pay in advance, the daily berthage rate and other charges as set by DOSHA policy for berthage and services will apply.
3. If BERTHAGE REMAINS UNPAID for 30 days or more, or if there is any breach or non-performance of any of the terms herein by the Licensee, this license to berth the Vessel may be terminated by the DOSHA,

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which shall have the right to seize the Vessel, remove it from the berth and premises, and even though it is agreed that the DOSHA is not a bailee of the Vessel, the DOSHA may sell the Vessel as if the DOSHA was a warehouse under the Warehouse's Lien Act R.S.B.C. 1996, and recover unpaid berthage fees or other debts due and all related costs including survey fees, towage, storage, bailiff and legal fees, as if the DOSHA had a lien for these amounts against the Vessel.

4. At or before the expiry of the prepaid berthage term the Licensee may renew this license to berth by prepaying the required berthage fees and, if requested, signing a new berthage agreement. If the Licensee gives 30 days prior written notice and quits the berth before the prepaid term has expired, the Licensee may request a refund and receive a pro rata refund for the unused berthage fees subject to satisfaction of any other debts or liabilities owing by the Licensee to the DOSHA.
5. If the Licensee is claiming to be entitled to commercial vessel berthage rates, it agrees to provide proof on demand of evidence to the DOSHA's satisfaction that it is a commercial vessel based on the criteria determined by the DOSHA. A CFV plate or Small Commercial Vessel license may not be sufficient. If the Licensee fails to do so, the Vessel will be charged applicable pleasurecraft berthage fees from the date of the demand for proof was made.
6. The Licensee agrees to pay, in advance, for all services and utilities which are furnished to the Vessel at the rates set by the DOSHA, and shall connect to the utility services with an approved electrical cord prescribed by the DOSHA. The DOSHA will use its best efforts to maintain utility services, but because others supply the utilities, the DOSHA neither guarantees the continuity of utility services nor, with regard to electrical service, the characteristics of such service and its compatibility with the Vessel's electrical protector, if any. The DOSHA reserves the right to disconnect or refuse utility service to any Vessel without notice.
7. The Vessel shall have permanently affixed and visible from the outside, the Vessel's name and Port of Registry of License, and if fishing commercially, CFV plate tabs.
8. The DOSHA may give one day's notice to the Licensee to vacate the berth or shift the Vessel for such purposes as may be necessary for the efficient operation of the premises. In the event that the Licensee has not moved the Vessel within the prescribed time, the DOSHA reserves the right to shift the Vessel as needed without liability to it or its employees. In emergency situations or where a safety concern is immediate the DOSHA reserves the right to shift the Vessel to another berth without notice. The Licensee agrees to release, indemnify, and hold harmless the DOSHA from all claims, demands and suits, present and future, for damage to Vessel caused by the DOSHA in an emergency even if caused by negligence of the DOSHA, its employees or agents. The Licensee may not shift or move any vessel other than its own without express permission from that vessel owner or the DOSHA.
9. In consideration of this agreement the Licensee agrees:
  - (a) To abide by all applicable Federal, Provincial and Municipal statutes, regulations, by-laws and rules, including the DOSHA's policies and directives;
  - (b) To carry for the term of this agreement appropriate liability insurance for the Licensee and the Vessel (in a minimum amount of \$2,000,000.00) and make proof of such insurance available if requested by the DOSHA;
  - (c) That except during refit for such a period of time as is approved by the DOSHA, the Vessel must be capable of moving under the Vessel's own power;
  - (d) That the Licensee has examined the berth and premises and finds them satisfactory;
  - (e) To keep the berth area and premises neat, clean/orderly and free from any flammable substances; and to store and maintain any flammable substances, pollutants or hazardous materials necessary to the ordinary course of operations of the Vessel in a manner acceptable to the DOSHA, and in accordance with the DOSHA's directives and guidelines and government regulations;
  - (f) To berth, operate, and maintain the Vessel in a seaworthy condition and responsible manner and not to do or permit anything to be done by a guest, employee/crew or agent which, in the opinion of the DOSHA may be or become a nuisance or disturbance and to provide the DOSHA with a current marine survey of the Vessel attesting to its seaworthiness if required by the DOSHA;
  - (g) To not carry on any commercial enterprise at the berth and premises, except as permitted for a licensed commercial fishing vessel, without the prior written permission of the DOSHA;
  - (h) On termination of this license to use a berth, to remove the Vessel immediately, and if not removed, to pay the DOSHA on demand, all expenses incurred by the DOSHA in storing, moving, or berthing the Vessel and any costs relating thereto;
  - (i) That this agreement is a license and the DOSHA is not a bailee of and is not responsible for the care, custody or control of the Vessel, gear, and equipment and the Licensee's other property. The Licensee is responsible for looking after the Vessel, gear, and equipment and other property;
  - (j) That the DOSHA is not liable for any loss, damage or expense including loss of use, to the Vessel, gear, equipment or property or for personal injury or death or any damage suffered by the Licensee, its guests, employees/crew and agents, except where directly and solely

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- caused by the negligence of its employees acting within the scope of their duties or employment;
- (k) To indemnify and hold harmless the DOSHA, Her Majesty, and their servants, agents and employees from and against all claims for loss, damage or expense, death or injury resulting from any acts or omissions of the Licensee, the Vessel and the Licensee's guest, or employees/crew or agents;
  - (l) If the berthage and utility fees remain unpaid for thirty days or if there is any breach or non-performance of any of the terms herein by the Licensee, this license to use a berth may be terminated by the DOSHA forthwith, although the DOSHA remedies herein shall survive and the DOSHA shall have a lien for any amounts owing pursuant to this agreement against the Vessel, gear and equipment and other property of the Licensee notwithstanding that the DOSHA may have parted with or never had possession of the Vessel, gear, equipment or property.
10. The Licensee shall not assign or transfer this agreement or any interest therein, or any interest in the berth designated by this agreement. Use of the berth is personal to the Licensee and designated Vessel and a person purchasing the Vessel will not thereby acquire rights under this agreement, or rights to use the berth designated in this agreement.
  11. This constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties.
  12. If management of the berth and premises reverts to the Department of Fisheries and Oceans, this agreement shall automatically terminate unless assigned by the DOSHA to the Department of Fisheries and Oceans.

I have read the above terms and conditions and agree to be bound by them.

Licensee: \_\_\_\_\_ DOSHA: \_\_\_\_\_

Date: \_\_\_\_\_

District of Sechelt Harbour Authority 5797 Cowrie Street, Sechelt 604-885-1986