

# SUNSHINE COAST REGIONAL DISTRICT

## BYLAW NO. 518 *Consolidated for Convenience Only* A bylaw to regulate docks operated by the Sunshine Coast Regional District

---

WHEREAS the Sunshine Coast Regional District has established a local service for the purpose of establishing, acquiring and operating ports;

NOW THEREFORE, the Sunshine Coast Regional District Board in open meeting assembled, enacts as follows:

### CITATION

1. This bylaw may be cited as “Sunshine Coast Regional District Ports Regulation Bylaw No. 518, 2002

### DEFINITIONS

2. In this Bylaw:

“abandoned” means leaving a vessel or watercraft at a dock for a period in excess of 45 days;

“authorized personnel” includes a wharfinger, Infrastructure Services staff and the Sunshine Coast Regional District bylaw compliance officers;

“berth” means a location at a dock where a vessel or watercraft may be moored;

“berthage or moorage” means a charge for the occupation by a vessel of a berth or other space at a harbour;

“Board” means the Board of Directors of the Sunshine Coast Regional District;

“business” means a commercial or industrial undertaking of any kind or nature or the providing of professional, personal or other services for the purpose of gain or profit;

“dangerous goods” means dangerous goods as defined in the *Transport of Dangerous Goods Act*;

“dock” means a landing pier for vessels and watercraft and includes those listed in Schedule A;

“emergency personnel” include any person, group or organization required by provincial or federal statute to respond to emergency situations;

“emergency vehicle” means a police vehicle, ambulance or fire department vehicle;

“explosive” has the same meaning as in the *Explosives Act*;

“General Manager” means the General Manager of Infrastructure Services appointed by the Board;

“liquor” has the same meaning as in the *Liquor Control and Licensing Act* of British Columbia;

“loading zone” means that area of a dock used solely for loading and unloading passengers, supplies or freight and identified by a yellow painted tie rail and/or signage;

“moor” means to secure a vessel, watercraft or seaplane by means of lines, cables or anchors;

“raft” means the mooring of one vessel or watercraft along side another;

“SCRD” means the Sunshine Coast Regional District;

“seaplane” means an aircraft on floats whether operated privately or commercially;

“vessel” means any ship or boat or any other description of vessel which is or can be propelled by machinery, except a seaplane, and used or designed to be used in navigation;

“watercraft” means any ship or boat or any other description of vessel that is not propelled by machinery and is used or designed to be used in navigation;

“wharfage” means a charge for the placing of goods on a wharf or for the loading of goods or persons on or unloading of goods or persons from a vessel at a wharf.

“wharfinger” means a person contracted by the SCRD to conduct day to day operation of a dock or docks.

### **ENFORCEMENT POWERS**

3. All authorized personnel may enforce this bylaw in the course of their duties.
4. Any authorized personnel may order a person who does anything contrary to this bylaw to leave a dock immediately, or within a period of time specified by the authorized personnel, and every person so ordered shall comply with the order and leave the dock immediately or within the specified time period.
5. No person shall hinder, oppose, molest or obstruct authorized personnel in the discharge of their duties.
6. Authorized personnel and emergency personnel, while acting in the course of their duties, as well as emergency vehicles, are exempt from the provisions of this bylaw.

### **FINES**

7. A person who contravenes this bylaw commits an offence and is liable on conviction to a fine of not less than \$50.00 and not more than the maximum prescribed by the *Offence Act*.

### **PUBLIC CONDUCT**

8. No person shall obstruct or interfere with any person, vessel, watercraft or seaplane lawfully using a dock.
9. No person shall behave in a disorderly, dangerous or offensive manner on a dock.

### **NOISY ACTIVITIES**

10. No person shall while on or moored at a dock, make or cause noises or sounds including the playing of musical instruments, radios, tape players, compact disc players or similar devices or operate any equipment, vehicles, vessel, watercraft, seaplane or machinery which disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons. The above does not prohibit music integral to a camp or community celebration provided the music occurs between the hours of 10:00 am and 9:00 pm.

### **LIQUOR**

11. No person shall possess an open container of liquor on a dock.

## **SIGNS**

12. No person shall place, post or erect a sign on a dock unless with permission of the SCRD. Notwithstanding the above, community notices and temporary non commercial banners are permitted.

## **DAMAGE**

13. No person shall remove, destroy or damage any dock or structure or sign attached to a dock.
14. No person shall remove, destroy or damage any sign, notice, rule or regulation posted on a dock by or under the authority of the SCRD.
15. No person shall deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a dock or in the water surrounding a dock.

## **STORAGE**

16. No person shall store any material of any kind, including a watercraft, on the surface of a dock unless in an area posted as a storage area.

## **LOADING ZONE**

17. No person shall cause a vessel, watercraft, seaplane or vehicle to be left unattended at a posted loading zone.
18. No person shall cause a vessel, watercraft or seaplane to remain moored in a posted loading zone for a period in excess of 60 minutes unless otherwise authorized by the SCRD.

## **VEHICLES**

19. (1) No person shall drive a vehicle on a dock except for the express purpose of loading or unloading or parking in a designated zone or the vehicle is being used for the purpose of repairing or maintaining the dock.  
  
(2) Despite section 19(1), the SCRD may cause to be posted a sign prohibiting a person from driving a vehicle on a dock for any purpose.

## **COMMERCIAL SERVICES**

20. No person shall sell, expose or display for sale any goods or materials including refreshments, or conduct any business on a dock unless authorized by the SCRD in accordance with local land use regulations.

21. No person shall conduct any business on a dock unless authorized by the Board and unless that person obtains and pays for a license in accordance with SCRDR practices and local land use regulations.

### **CONSTRUCTION**

22. No person shall build or place any structure on a dock unless authorized by the SCRDR and local land use regulations.

### **TIME LIMIT**

23. No vessel, watercraft or seaplane shall moor at a dock for a period in excess of 24 hours unless otherwise posted by the SCRDR.

### **DANGEROUS GOODS**

24. No vessel, watercraft or seaplane carrying dangerous goods or explosives shall moor at a dock for longer than is necessary to effect immediate loading or unloading.
25. No vessel, watercraft or seaplane carrying dangerous goods or explosives moored at a dock shall be left unattended.

### **RESPONSIBILITY**

26. For the purpose of these regulations, the person having charge of a vessel, watercraft or seaplane is deemed to be responsible for the vessel, watercraft or seaplane and the action of its crew.

### **RESERVED BERTH**

27. At the discretion of the Board, a section of dock may be reserved for the exclusive use of a vessel, watercraft or seaplane on condition that the person in control of the vessel, watercraft or seaplane obtain a license from the Board.

### **DOCK MANAGEMENT**

28. In order to facilitate the proper management, control and use of a dock, a wharfinger or SCRDR staff may order a vessel, watercraft or seaplane to move or alter its position.
29. The wharfinger or SCRDR staff, at their discretion, may order that any particular vessel, watercraft or seaplane is not allowed to moor to the dock.

30. When required by limited mooring space any person in charge of a vessel or watercraft may raft the vessel or watercraft provided that no more than two vessels or watercrafts are rafted or such lower or higher number of vessels or watercrafts as specified by the SCR D and sign posted.

### **ABANDONMENT**

31. No person shall abandon a vessel, watercraft or seaplane at a dock.
32. Where the SCR D staff or wharfinger believes a vessel, watercraft or seaplane has been abandoned at a dock and they have made reasonable but fruitless efforts to obtain the name and address of or to contact the owner or person last in charge of the vessel, watercraft or seaplane, the SCR D staff or wharfinger must make a report to the SCR D with recommendations for the removal of the abandoned vessel, watercraft or seaplane.

### **OBSTRUCTION**

33. The SCR D staff or wharfinger may direct the position, time, place and manner in which a vessel, watercraft or seaplane may be moored, loaded or unloaded at a dock.
34. Except as permitted by the SCR D staff or wharfinger, no person shall moor a vessel, watercraft or seaplane at a dock in such a manner as to unduly obstruct the movement of other vessels or watercraft.
35. Except as permitted by the SCR D staff or wharfinger, the lines fastening a vessel, watercraft or seaplane to a dock shall not cross the dock or be attached to anything other than the fastenings provided for the purpose.
36. Except as permitted by the SCR D staff or wharfinger, no person shall:
- (1) use the surface of a dock for any major maintenance or repair work; or
  - (2) do any other thing in such a manner as to impede the use of the dock by others.

### **GENERAL MANAGER AND WHARFINGER**

37. (1) The General Manager is responsible for the operation, administration and management of the docks and may post signs and give such orders either orally or in writing, in respect of the operation of the dock, as are authorized by these regulations.

- (2) No person shall contravene
  - (a) an order of the General Manager or a wharfinger given under subsection (1); or
  - (b) the directions or instructions on any sign posted under subsection (1).
- (3) Where a vessel, watercraft, seaplane or goods are not removed from a dock immediately after the removal thereof is ordered by the General Manager or a wharfinger, the General Manager or wharfinger may have the vessel, watercraft, seaplane or goods removed from the dock at the owner's expense.
- (4) An order of the General Manager prevails over an order of a wharfinger.

### **FEES**

38. No business may use the dock facilities unless they first:
- (a) pay any fees as required under Schedule "B" attached to this bylaw; and
  - (b) where annual or monthly use is required, complete a license agreement, as required under Schedule "C" attached to this bylaw.

### **SEVERANCE**

39. If a section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid, by the decision of any Court, such decision shall not affect the validity of the remaining portions of this Bylaw.

### **SCHEDULES**

40. Schedule "A", "B" and "C" of this Bylaw are attached hereto and form part of this Bylaw.

**Schedule A**

**Bylaw No. 518**

**Docks Administered by the SCRD**

Gambier Harbour

Halkett Bay (Fircom)

Port Graves

Eastbourne

Keats Landing

Hopkins Landing

Halfmoon Bay

Vaucroft

West Bay



**Schedule B**

**Bylaw No. 518**

**Wharfage Fees**

All fees and charges including fees and charges for renewals or extensions of the license for wharfage will be due and payable to the Sunshine Coast Regional District in advance.

BC Ferries, or its contractors, or its agents, for use of Keats Landing and Eastbourne docks	\$100 per month
--	-----------------

Business Users (fees for business users to come into effect January 1, 2010)	\$250 per year
---	----------------

**Schedule C**

**Bylaw No. 518**

**MONTHLY / ANNUAL WHARFAGE LICENSE AGREEMENT**

This agreement contains terms and conditions which limit or exclude the liability of the Sunshine Coast Regional District (the "SCRD"), its employees, agents or others for whom the SCRCD is responsible. Read these conditions carefully and seek legal advice if you are in doubt as to the meaning of anything contained herein. This agreement must be brought to the attention of the underwriters of your Vessel.

To the extent that this agreement excludes or limits the liability of the SCRCD or affords a protection for the SCRCD, such exclusion, limitation or protection shall extend to any Authorized Personnel, Wharfinger, employee, servant or agent of the SCRCD or any other person for whom the SCRCD is responsible and where "SCRCD" is used, it is understood to include such persons.

The Sunshine Coast Regional District grants this non-assignable license on \_\_\_\_\_

TO: \_\_\_\_\_

OWNER/COMPANY: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone \_\_\_\_\_

(hereinafter called the "licensee") commencing \_\_\_\_\_ during the pleasure of the SCRCD.

1. In consideration of the payment of Wharfage Fees, as prescribed in Schedule "B" of the Sunshine Coast Regional District Ports Regulation Bylaw No. 518 (and amendments thereto), in the amount of \_\_\_\_\_ and for the period from \_\_\_\_\_ to \_\_\_\_\_,

the SCRCD grants the Licensee permission to moor a vessel, described as

\_\_\_\_\_ (Vessel Name) \_\_\_\_\_ (Vessel type)

\_\_\_\_\_ (Registration number) \_\_\_\_\_ (port of

registration) \_\_\_\_\_ (Vessel length), hereinafter referred to as "the said Vessel", to a

dock or docks operated by the SCRCD (hereinafter referred to as "the Dock"), subject to regulations governing dock use. If the Wharfage or other fees are prepaid, the license granted hereby is for the term of the prepaid Wharfage Fees specified. The Licensee may, on 30 days notice, cancel use of any unused portion of prepaid Wharfage or other fees, and receive a pro rata refund of the prepaid Wharfage Fees. Before the expiry of the license for Berthing, the Licensee may tender Wharfage or other fees, and the acceptance of such fees shall renew the license for the Dock under the terms of the then current license.

2. In consideration of this license, the Licensee agrees:

- a. That no transfer of the License or of any rights hereunder shall be made by the Licensee;
- b. That all lawful rules, regulations and bylaws of the SCRCD and other governing bodies, in any manner affecting the said Vessel at the Dock, shall be complied with;

- c. The SCRDR may terminate this License forthwith if the Licensee fails to comply with the Sunshine Coast Regional District Ports Regulation Bylaw No. 518 (and amendments thereto), or any other provincial or federal enactment that applies. The SCRDR may terminate this license forthwith in the event of an emergency or by giving the Licensee 30 days notice;
- d. That nothing shall be done or permitted to be done which may damage or injure the Dock, and the Licensee shall, at the Licensee's own expense, maintain and repair said Dock, which may at any time be damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the SCRDR;
- e. All Vessels approaching, using, or leaving the SCRDR's Docks shall do so in a cautious and seaman like manner, so as not to roll or swell, or do damage to other Vessels or to the SCRDR's property, the speed limit not to exceed three knots;
- f. That the Licensee shall, at all times, indemnify and save harmless the SCRDR from and against all claims and demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the granting, existence, administration or enforcement of this License by the SCRDR or the rights and privileges granted to the Licensee hereunder or the enforcement by the SCRDR of any of its Bylaws relating to the said Vessel or to the Licensee's operation of the said Vessel, except claims for damage resulting from the negligence of any officers or employees of the SCRDR while acting within the scope of their duties or employment;
- g. The Licensee shall maintain public liability and property damage insurance against claims for personal injury, death or damage to property;
- h. The Licensee shall provide proof of insurance indemnifying the SCRDR as per Item 'g';
- i. That the Licensee shall at all times keep the said Vessel in a sanitary, clean and tidy condition, in all respect to the entire satisfaction of the SCRDR;
- j. If the Licensee abandons his or her Vessel for more than 7 days, it becomes the property of the SCRDR and the SCRDR may remove the abandoned Vessel;
- k. For permission hereby given, the Licensee shall pay to the SCRDR, in advance, applicable fees as set out in Schedule "B" of *Sunshine Coast Regional District Ports Regulations Bylaw No. 518*;
- l. The Owner agrees to pay all of the SCRDR's costs of collecting unpaid accounts, including legal costs on a solicitor and Owner client basis;
- m. The owner grants to the SCRDR a lien over the Vessel for all unpaid charges or other monies due and owing to the SCRDR. This lien shall be in addition to any and all other remedies provided to the SCRDR at law or equity. In order to satisfy any unpaid charges or other monies due and owing to the SCRDR (including interest and all costs for exercising and realizing on this lien, including legal costs on a solicitor and own client basis), the Owner authorizes the SCRDR through its authorized personnel to take and retain possession of the Vessel, whether at the Dock or elsewhere, and to sell the Vessel and to give effectual receipts for the Vessel or any share therein and to apply such proceeds of the sale to any unpaid amount and to pay any surplus to the Owner.
- n. The Owner acknowledges that the SCRDR is under no obligation to take any actions whatsoever in respect to the Vessel.
- o. The SCRDR may terminate this license immediately if the Owner breaches any of the terms or conditions of this license or if the conduct of the Owner or their Invitees is, in the sole discretion of the SCRDR, contrary to the safety of its customers or their property, or constitute a nuisance or annoyance to the SCRDR or its customers.

I acknowledge that I have read and understand the terms and conditions herein and covenant and agree with the Sunshine Coast Regional District, to abide by all the terms, conditions and covenants of this Agreement.

Dated at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Signature of Vessel Owner \_\_\_\_\_

Signed on behalf of Sunshine Coast Regional District \_\_\_\_\_