

BOWEN ISLAND MUNICIPALITY

“BOWEN ISLAND PUBLIC WHARF SERVICES BYLAW No. 59, 2002

CONSOLIDATED FOR CONVENIENCE – OCTOBER 2010

AMENDMENT BYLAW	DATE OF ADOPTION
BYLAW No. 110, 2004	APRIL 13, 2004
BYLAW No. 146, 2005	MARCH 29, 2005
BYLAW No. 239, 2009	FEBRUARY 23, 2009

The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaw on this subject.

BOWEN ISLAND MUNICIPALITY

BYLAW NO. 59, 2002

Being a bylaw to establish public Wharf services within the Bowen Island Municipality

WHEREAS the Council wishes to establish and operate public Wharf services for the Bowen Island Municipality for the purpose of protecting and maintaining public access to and from the sea;

AND WHEREAS Section 517 of the Local Government Act (RSBC 1996, c. 323) authorizes Council to operate a service by establishing a Bylaw for the service;

NOW THEREFORE the Council for the Bowen Island Municipality enacts the following:

1. TITLE

This bylaw may be cited as “Bowen Island Municipality Public Wharf Services Bylaw No. 59, 2002”.

2. ESTABLISHMENT

By this bylaw the Council establishes a public Wharf service for the Bowen Island Municipality which service shall include but not be limited to the operation and regulation of municipal Wharf facilities on Bowen Island listed in Schedule “B”.

3. REGULATION

The operation and regulation of municipal dock facilities will be carried on as set out in this Bylaw and Schedules “A”, “B”, “C” and “D” attached.

4. General Nature of Wharf Services

In this Bylaw, the Municipality intends:

- To maintain municipal wharves in a good operating standard for public use;
- To achieve compliance with regulatory, insurance and water lot lease requirements;
- To optimize the transportation infrastructure;
- To operate wharves in a responsive and cost-effective manner; and
- To ensure the concerns of the community and users are heard.

5. Application

This bylaw applies in respect of all wharves in the Bowen Island Municipality listed in Schedule “B”.

6. Definitions

In this bylaw,

Abandoned means leaving a Vessel or watercraft at a Wharf without payment of Berthage Fee for a period in excess of 7 days;

Administrator means Chief Administrative Officer of the Bowen Island Municipality;

Authorized Personnel means Municipal staff, the RCMP, the Canadian Coast Guard or person or persons appointed by Council to administer and enforce this Bylaw;

Berth means a location at a Wharf where a Vessel or watercraft may be tied or secured;

Berthage Fee means a charge in respect of a Vessel or watercraft, that is secured to, or berthed at, or occupies a Berth, or part thereof, or is fastened to, or tied up alongside any other Vessel or watercraft occupying a Berth;

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;

Crane means the hand operated device, located on the Snug Cove North Wharf, used for hoisting and lowering goods and cargo;

Council means the Council of the Bowen Island Municipality;

Dangerous Goods mean dangerous goods as defined in the *Transport of Dangerous Goods Act*;

Emergency Personnel include any person, group or organization authorised by municipal bylaws or provincial or federal statute to respond to emergency situations;

Emergency Service Vessel means a police, fire, search and rescue, or ambulance Vessel and any Vessel acting in the aforementioned capacities;

Emergency Service Vessel Zone means a zone allocated to Berth an emergency service Vessel identified by a yellow painted tie rail;

Emergency Vehicle means police search and rescue, ambulance or fire department vehicle and any vehicle acting in the aforementioned capacities;

Explosive has the same meaning as in the *Explosives Act* (Canada);

Float means a floating structure designed for the berthing of Vessels;

Invitee means all members of the Owner's household and guests, servants, contractors and subcontractors, service personnel and agents of the Owner.

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

Live Aboard means a Vessel with an enclosed cabin used as a dwelling unit;

L.O.A. shall mean the Vessel's length overall. Included are all projections, bowsprits, swim grids, outboards or out drives, dinghies, etc.

Loading Zone means that area of a Wharf used solely for active loading and unloading of passengers, supplies or freight and identified by a yellow painted tie-rail or yellow painted lines at the Wharf head;

Marina means the commercial use of a water area for moorage, docking, berthage, storage, launching, rental, servicing, maintenance and repair of Vessels, marine fuel supplies, tackle and convenience food sales, and includes the installation and use of sewage pump-out facilities, Floats, wharves, docks, piers, ramps, floating breakwaters, and walkways.

Municipality means the Bowen Island Municipality;

Non-Operative or Derelict Vessels means those Vessels requiring shore power , generator or motorized bilge pumps to stay afloat or which lack functional motive power.

Owner means the owner and includes the person in control or master of a Vessel or a water craft;

Raft means the berthing of one Vessel or watercraft along side another;

Seaplane means an aircraft designed to take off or land on water,;

Vessel means any type of watercraft regardless of the method of propulsion including a Seaplane, that is used or designed to be used in navigation;

Water Taxi Zone means an area of a Wharf designated solely for berthing water taxis;

Wharf means a landing pier, ramp and Float for Vessels and includes those referred to in Schedule "B" of this bylaw;

Wharfinger means a person contracted or employed by the Municipality to collect Berthage Fees and to conduct day-to-day operation of a Wharf or wharves.

7. Enforcement powers

- a) All Authorized Personnel may enforce this bylaw in the course of their duties.
- b) Any Authorized Personnel may order a person and/or Vessel or watercraft who does anything contrary to this bylaw to leave a Wharf or Float 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 Wharf or Float immediately or within the specified time period.

- c) No person shall hinder, oppose, molest or obstruct Authorized Personnel in the discharge of their duties.
- d) Authorized Personnel have the right to refuse Berthage.

8. Fines

Every person who violates any of the provisions of this bylaw, or permits, suffers or allows any act or things to be done in contravention or in violation of any of the provisions of this bylaw, is guilty of an offence and is liable, to a penalty or fine as follows:

- a) first offence in a calendar year \$50.00,
- b) second offence in a calendar year \$100.00,
- c) further offences in a calendar year \$150.00 per offence;

and where the offence is a continuing one, each day the offence continues shall be a separate offence.

9. Public Conduct

- a) No person shall obstruct or interfere with any person, Vessel or watercraft lawfully using a Wharf.
- b) No person shall behave in a disorderly, dangerous or offensive manner on a Wharf.
- c) Every person bringing a live animal onto the Wharf or Float is responsible for every animal and must retain control of the animal at all times. The person in charge of the animal is responsible for the immediate removal of any droppings. All dogs are subject to 'Bowen Island Municipality Dog Control Bylaw No. 30, 2001'.
- d) Noisy Activities - No person shall, while on or Berthed at a Wharf, make or cause noises or sounds including the playing of musical instruments, radios, tape players, compact disc players or similar devices or operate any equipment, vehicles, Vessels, watercraft or machinery in a manner which disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.

10. Signs

No person shall place, post or erect a sign on a Wharf except with permission of the Authorized Personnel.

11. Damage

- a) No person shall remove, destroy or damage any Wharf or structure or sign attached to a Wharf.
- b) No person shall remove, destroy or damage any notices, rules or regulation posted on a Wharf by or under the authority of the Municipality.
- c) Every person causing damage to a Wharf or Vessels shall be wholly responsible for such damages.

12. Use and/or Storage on Wharves

- a) Wharves must be kept clear and clean at all times. No person shall store any material of any kind, including a Vessel, on the surface of a Wharf unless in an area designated as storage area by a sign indicating the area is a storage area. No fenders or chafing gear, storage boxes, steps, dinghies or other gear shall be stored on a Wharf unless otherwise agreed to in writing by the Authorized Personnel. The Municipality reserves the right to remove such items so stored at the sole risk of the Owner and without prior notice to the Owner.
- b) The mixing of, or the use, of, fuel, oil, paint, varnish, or other flammable liquids, or barbecuing is not allowed on wharves. No person shall store flammable liquids, oily rags or other flammable or volatile substances on the Vessel or at any Wharf.
- c) No person shall use the Crane without first paying the applicable fee.

13. Vessel Loading Zone

- a) No person shall cause a Vessel or watercraft to be left unattended at a Loading Zone and in no case shall Berth for longer than 15 minutes.
- b) Loading Zone Locations:
There shall be Loading Zones on Snug Cove Wharf and Mount Gardner Wharf. No person shall Berth a Vessel or Watercraft in these zones.
- c) Water Taxi and Emergency Services Zone – This zone is marked with yellow paint and is reserved for use by water taxis and Emergency Service Vessels under contract to Bowen Island Municipality. No person shall Berth a Vessel or Watercraft in these zones.

14. Vehicle Loading Zone

Except for emergency or authorized vehicles, no persons shall park a vehicle anywhere on a Wharf. Vehicles may use the Wharves, as permitted, solely for active loading and unloading which shall be limited to 15 minutes.

15. Commercial Services

No person shall sell, expose or display for sale any goods or materials including refreshments, or conduct any Business on a Wharf unless an application has been made in writing to the Municipality and has been authorized by the Wharfinger.

16. Construction

No person shall build upon or place any structure on a Wharf unless authorized by the Administrator.

17. Public Berthage Fees Applicable To Wharves

A person wishing to use the Wharf facilities must pay any fees as required under Schedule “A” attached to this bylaw and where annual or monthly use is required, shall complete a license agreement, as applicable, under Schedule “C” and “D” of this bylaw.

18. Dangerous Goods

- a) No Vessel or watercraft carrying Dangerous Goods, chemicals or Explosives shall Berth at a Wharf except in accordance with the *Transportation of Dangerous Goods Act* and *Explosives Act (Canada)*. No person shall store, treat, generate, transport, process, handle, produce or dispose of any hazardous or contaminated materials or substances on a Wharf.
- b) Fuel for the normal operation of shipboard equipment must be carried in an approved safety container to and from a Vessel. Transfer of fuel from one container to another shall not take place on a Wharf.

19. Wastes

No garbage, litter, wastes, sewage, bilge contents, petroleum products, or other organic or inorganic wastes shall be emptied overboard or deposited anywhere within the confines of a Wharf except in receptacles which may be provided for such on a Wharf.

20. Heaters

Open flame, reflective electric, or oil burner type heaters or stoves must not be used unless the Owner or a responsible person so designated by the Owner is in attendance.

21. Responsibility

- a) For the purpose of these regulations, the Owner is deemed to be responsible for the Vessel and the action of its crew.
- b) Assignment Prohibited - The Owner shall not assign or sub-let a licence for Berthing or any other way permit another person or Vessel to use the Berth licensed hereby without the prior written consent of the Authorized Personnel, but notwithstanding that consent, the Owner shall remain liable to the Municipality for charges unless expressly released in writing from that liability by the Authorized Personnel.
- c) Vessels are Berthed at the risk of the Owner.
- d) Berthage and Maintenance – The Owner shall be solely responsible for the Berthing, care, maintenance, and control of the Vessel. No person shall tie lines fastening a Vessel to a Wharf across the Wharf or be attached to anything other than the fastenings provided for the purpose. The Owner shall maintain his Vessel in good and substantial condition and furnish and maintain appropriate sized lines and chaffing gear for the safe permanent position in the licensed Berth as directed by the Wharfinger. The Vessel must be checked regularly, especially after heavy winds or rains. Pumping out and snow removal is the sole responsibility of the Owner.
- e) The Owner's Vessel, while on the premises shall have permanently and visible from the outside; the Vessel's name, Port of Registry and Licence number as applicable. An emergency contact number must be provided.

22. Dock Management

- a) The Wharfinger or Authorized Personnel may direct the position, time, place and manner in which a Vessel may be Berthed, loaded or unloaded at a Wharf. In order to facilitate the proper management, control and use of a Wharf, a Wharfinger or Authorized Personnel may move a Vessel or may order a Vessel to move or alter its position at anytime. The Wharfinger or Authorized Personnel shall have sole authority with regards to Rafting procedures.
- b) No person shall hinder, oppose, molest or obstruct a Wharfinger or Authorized Personnel in the discharge of their duties.
- c) When necessitated by limited Berthing space a Vessel may be Rafted provided that no more than one Vessel is Rafted, and such Rafting must not obstruct navigation. Each Rafted Vessel is subject to the full Berthing fees.
- d) Berth Allocation - The Wharfinger or Authorized Personnel reserves the right at their own discretion to allocate a specific Berth and change such allocation and the Berthage License Agreement shall apply to such Berth that is allocated at any given time.

23. Emergency

It shall be a condition of Berthage that the Owner authorizes the Municipality, in any situation which the Municipality or any of its Authorized Personnel deem to be an emergency, to do anything the Municipality considers necessary or desirable to the Vessel or other property on the Wharf including, to enter and/or move the Vessel. The Owner shall pay the Municipality its reasonable charges for such acts and services immediately on demand.

24. Measurement of Vessels

The Wharfinger or Authorized Personnel may limit the L.O.A. of a vessel which may Berth at a Wharf.

25. Authorized Vessels or Watercraft

Non-Operative or Derelict Vessels may not Berth at a Wharf.

26. Abandonment

No person shall abandon a Vessel at a Wharf. Where the Wharfinger or Authorized Personnel believes a Vessel has been Abandoned at a Wharf, and has made reasonable efforts to obtain the name and address of the Owner or person last in charge of the Vessel and give notice to the Owner or person at that address, the Wharfinger or Authorized Personnel may make arrangements to have the Abandoned Vessel removed from the Wharf at the expense of the Owner.

27. Prohibitions

No person shall use the surface of a Wharf:

- a) for any major maintenance or repair work; or
- b) to refuel or maintain motorized equipment or use paints, solvents or other potentially deleterious materials;
- c) to do any other thing in such a manner as to impede the use of a Wharf for Berthage and access;
- d) to Berth a Vessel at a Wharf in such a manner as to unduly obstruct the movement of other Vessels.

28. Wharfinger and Authorized Personnel

- a) The Wharfinger or Authorized Personnel, under the direction of the Municipality, is responsible for the operation, administration and management of wharves and may post signs and give such orders as necessary to enforce these regulations, either orally or in writing, in respect of the operation of wharves, as are authorized by these regulations. The Wharfinger or Authorized Personnel may remove, detain or impound or cause to be removed, detained or impounded any Vessel, chattels or obstructions that breach this bylaw.
- b) No person shall contravene:
 - (i) an order of the Wharfinger or Authorized Personnel given under subsection (1); or
 - (ii) the directions or instructions on any sign posted under subsection (1).
- c) Where a Vessel or goods are not removed from a Wharf immediately after the removal thereof is ordered by the Wharfinger, the Wharfinger or Authorized Personnel may have the Vessel or goods removed from a Wharf at the Owner's expense.

29. Severance

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.

30. Schedules

Schedules "A" to "D" inclusive are attached hereto and form part of this Bylaw.

READ A FIRST TIME this 30th day of September, 2002.

READ A SECOND TIME this 15th day of October, 2002.

READ A THIRD TIME this 15th day of October, 2002.

READ A SECOND TIME AS AMENDED this 24th day of February, 2003.

READ A THIRD TIME AS AMENDED this 24th day of February, 2003.

RECONSIDERED AND FINALLY ADOPTED this 10th day of March, 2003.

(Original signed: Lisa Barrett)

Mayor

(Original signed: Isabell Hadford)

Municipal Clerk

Certified to be a true and correct copy of
Bylaw No. 59, 2002, cited as “Bowen Island
Public Wharf Services Bylaw No. 59, 2002”
as adopted by the Council of Bowen Island
Municipality this 10th day of March, 2003.

(Original signed: Isabell Hadford)

Municipal Clerk

SCHEDULE "A" to Bylaw No. 59, 2002

FEES AND LICENSES

1. DEFINITIONS

“annual” means a period commencing on January 1st and terminating on December 31st

"Berthage Fee" means a charge for Berthing at Snug Cove Wharf or Mount Gardner Wharf;

“day” means 8:00 a.m. to 9:00 p.m.;

“month” means a period commencing on the first day in one month and terminating on the last day of that month or prorated as required;

“overnight” means 9:00 p.m. to 8:00 a.m., or for the purposes of “Overnight Berthage Fees” means 12:00 noon to 12:00 noon;

2. PUBLIC FEES

Fees and Charges – All fees and charges including fees and charges for renewals or extensions of this licence to occupy a Berth (collectively the “Charges”) will be due and payable to the Municipality in advance via cash or cheque.

Refund – Subject to the termination provisions of the applicable License agreement, no refund, deduction or abatement of or from any Charges for any cause whatsoever shall be permitted.

Overdue Accounts – Interest at a rate of 2% per month (24% per annum) shall be charged on overdue accounts.

a) **Snug Cove Wharf - South**

- (i) A person in control of a Vessel wishing to Berth at “Snug Cove Wharf – South” on a daily or hourly basis shall pay to the Municipality the Berthage Fees prescribed in Table 1 below.
- (ii) A person in control of a Vessel or watercraft, wishing to Berth at “Snug Cove Wharf – South” on a monthly basis, shall obtain from the Municipality a license as outlined in sample Schedule “C”, at a cost of \$1.00 per month which shall be deemed to be included in the monthly fees, and pay to the Municipality the monthly fees prescribed in Table 1 below.”
- (iii) An Owner in control of a Vessel, wishing to Berth at “Snug Cove Wharf – South” on an annual basis, shall obtain from the Municipality a license as outlined in sample Schedule “C”, at a cost of \$1.00 per year which shall be deemed to be included in the annual fees and pay to the Municipality the annual fees prescribed in Table 1 below .

- (iv) A person in control of a vessel or watercraft, wishing to berth for unlimited courtesy day use at “Snug Cove Wharf – South” on an annual basis, shall obtain from the Municipality a license as outlined in sample Schedule “E”, at a cost of \$1.00 per year which shall be deemed to be included in the annual fees, and pay to the Municipality the annual fees prescribed in Table 1 below.”

Table 1 Berthage Fees

Annually

- “Water Taxi” - \$60.00 per foot plus GST and Hydro
- “Emergency Service Vessel” – no charge except for Hydro

Monthly (available September 16th to June 15th only)

- \$7.00 per foot plus GST

Overnight

- \$0.50 per foot including GST

Annual Courtesy Day Use (unlimited day use, must depart no later than 8:00 p.m.):

- 20 feet or less - \$100.00 including GST
- over 20 feet - \$250.00 including GST

Courtesy Day Use (4 hour maximum, must depart no later than 8:00 p.m.)

- 20 feet or less - \$2.00 including GST
- over 20 feet - \$5.00 including GST
- These fees are waived if the Owner stays on board

Active Loading and Unloading:

- As marked and limited to 15 minutes.
- There is no charge, but the Owner must remain on board.”

b) Snug Cove Wharf – North

- (i) A person in control of a taxi wishing to utilize “Snug Cove Wharf – North” on an annual basis, including the designated vehicle Loading Zone, shall obtain from the Municipality a license as outlined in sample Schedule “D”, at a cost of \$200.00 plus GST per year.
- (ii) A person wishing to rent open dock space (storage shed to a maximum of 8’ x 12’) on “Snug Cove Wharf – North” on an annual basis shall obtain from the Municipality a license as outlined in sample Schedule “D”, at a cost of \$500.00 plus GST per year.”
- (ii) Crane usage - \$25.00 (refundable deposit)

c) Mount Gardner Wharf

- (i) A person in control of a vessel or watercraft, wishing to Berth at “Mount Gardner Wharf” on a monthly basis, shall obtain from the Municipality a license as outlined in sample Schedule “C”, at a cost of \$1.00 per month which shall be deemed to be included in the monthly fees, and pay to the Municipality the monthly fees prescribed in Table 2 below..

Table 2 Berthage Fees

Monthly (maximum boat size is 25 feet):

- \$5.00 per foot plus GST

Active Loading and Unloading:

- As marked and limited to 15 minutes.
- There is no charge, but the Owner must remain on board.”

SCHEDULE "B" to Bylaw No. 59, 2002

WHARVES ADMINISTERED BY THE MUNICIPALITY

- **SNUG COVE:** Snug Cove Wharf – South – located in Snug Cove, Bowen Island, B.C. on the south side of the B.C. Ferry Dock

Snug Cove Wharf - North – located in Snug Cove, Bowen Island, B.C. on the north side of the B.C. Ferry Dock
- **GALBRAITH BAY:** Mount Gardner Wharf – located in Galbraith Bay, Bowen Island, B.C.

SCHEDULE "C" to Bylaw No. 59, 2002

SAMPLE

MONTHLY/ANNUAL BERTHAGE LICENSE AGREEMENT

This agreement contains terms and conditions which limit or exclude the liability of Bowen Island Municipality (the "Municipality"), its employees, agents or others for whom the Municipality 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 Municipality or affords a protection for the Municipality, such exclusion, limitation or protection shall extend to any Authorized Personnel, Wharfinger, employee, servant or agent of the Municipality or any other person for whom the Municipality is responsible and where "Municipality" is used, it is understood to include such persons.

The Bowen Island Municipality grants this non-assignable license on _____

TO: _____

OWNER/COMPANY: _____

BILLING
ADDRESS: _____

Postal Code _____ Telephone _____

(hereinafter called the "licensee") commencing during the pleasure of the Municipality.

1. In consideration of the payment of Berthage Fees, as prescribed in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, in the amount of _____ and for the period from _____ to _____, the Municipality grants the Licensee permission to Berth a Vessel, described as _____ (Vessel name) _____ (Vessel type) _____ (registration number) _____ (port of registration) _____ (Vessel length), hereinafter referred to as "the said Vessel", to a Wharf or wharves operated by the Municipality and known as _____ (hereinafter referred to as "the Wharf"). If the Berthage or other fees are prepaid, the license granted hereby is for the term of the prepaid Berthage Fees specified. The Licensee may, on 30 days notice, cancel use of any unused portion of prepaid Berthage or other fees, and receive a pro rata refund of the prepaid Berthage Fees. Before the expiry of the license for Berthing, the Licensee may tender Berthage or other fees, and

the acceptance of such fees shall renew the license for the Wharf under the terms of the then current license.

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

- That no transfer of the License or of any rights hereunder shall be made by the Licensee;
- That all lawful rules, regulations and bylaws of the Municipality and other governing bodies, in any manner affecting the said Vessel at the Wharf, shall be complied with;
- The Municipality may terminate this License forthwith if the Licensee fails to comply with the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, or any other provincial or federal enactment that applies. The Municipality may terminate this license forthwith in the event of an emergency or by giving the Licensee 30 days notice;
- That nothing shall be done or permitted to be done which may damage or injure the Wharf, and the Licensee shall, at the Licensee's own expense, maintain and repair said Wharf, 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 Municipality;
- All Vessels approaching, using, or leaving the Municipality's Wharfs 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 Municipality's property, the speed limit not to exceed three knots;
- That the Licensee shall, at all times, indemnify and save harmless the Municipality 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 Municipality or the rights and privileges granted to the Licensee hereunder or the enforcement by the Municipality 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 Municipality while acting within the scope of their duties or employment;
- The licensee shall maintain public liability and property damage insurance against claims for personal injury, death or damage to property;
- The licensee shall provide proof of insurance indemnifying the Municipality as per Item 'g';
- That the Licensee shall at all times keep the said Vessel in a sanitary, clean and tidy condition, in all respects to the entire satisfaction of the Municipality;
- If the Licensee abandons his or her Vessel for more than 7 days, it becomes the property of the Municipality and the Municipality may remove the Abandoned Vessel;
- For permission hereby given, the Licensee shall pay to the Municipality, in advance, applicable fees as set out in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*;
- I/we acknowledge that business activities for gain or profit are not permitted;
- The Owner agrees to pay all of the Municipality's costs of collecting unpaid accounts, including legal costs on a solicitor and Owner client basis.
- The Owner grants to the Municipality a lien over the Vessel for all unpaid charges or other monies due and owing to the Municipality. This lien shall be in addition to any and all other remedies provided to the Municipality at law or equity. In order to satisfy any unpaid Charges or other monies due and owing to the Municipality (including interest

and all costs for exercising and realising on this lien, including legal costs on a solicitor and own client basis), the Owner authorizes the Municipality through its Authorized Personnel to take and retain possession of the Vessel, whether at the Wharf 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.

- The Owner acknowledges that the Municipality is under no obligation to take any actions whatsoever in respect to the Vessel.
- Vessels are Berthed at the risk of the Owner.
- The Owner shall be solely responsible for the Berthing, care, maintenance, and control of the Vessel. No person shall tie lines fastening a Vessel to a Wharf across the Wharf or be attached to anything other than the fastenings provided for the purpose. The Owner shall maintain his Vessel in good and substantial condition and furnish and maintain appropriate sized lines and chaffing gear for the safe permanent position in the licensed Berth as directed by the Wharfinger. The Vessel must be checked regularly, especially after heavy winds or rains. Pumping out and snow removal is the sole responsibility of the Owner.
- The Municipality 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 are, in the sole discretion of the Municipality, contrary to the safety of its customers or their property, or constitute a nuisance or annoyance to the Municipality or its customers.

If the Municipality terminates this license for cause, the Municipality shall refund to the Owner any Charges paid for the unexpired term or renewal term hereof but only if the Municipality is able to license the same space to a new licensee for the remainder of the term of this license.

An Owner terminating this license is not entitled to any refund or Charges paid for the unexpired term or renewal term, nor is he released from liability for unpaid Charges for that period; and

I acknowledge that I have read and understand the terms and conditions herein and covenant and agree with Bowen Island Municipality, to abide by all the terms, conditions and covenants of this Agreement.

Dated at Bowen Island, British Columbia this _____ day of _____, 20____

Signature of Vessel Owner

Signed on behalf of Bowen Island Municipality

MONTHLY PARKING/STORAGE LICENSE AGREEMENT

The Bowen Island Municipality grants this non-assignable license on _____

TO:

OWNER/COMPANY:

BILLING

ADDRESS:

Postal Code _____ Telephone _____

(hereinafter called the "licensee") commencing during the pleasure of the Municipality.

1. In consideration of the payment of parking/storage fees, as prescribed in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, in the amount of _____ and for the period from _____ to _____, the Municipality grants the Licensee permission to rent a storage shed, or park a taxi, described as _____ (vehicle type) _____ (vehicle model) _____ (registration number) _____ (licence plate number), hereinafter referred to as "the said vehicle", on a Wharf or wharves operated by the Municipality and known as Snug Cove Wharf - North (hereinafter referred to as "the Wharf"). If the parking or other fees are prepaid, the license granted hereby is for the term of the prepaid parking fees specified. The Licensee may, on 30 days notice, cancel use of any unused portion of prepaid parking or other fees, and receive a pro rata refund of the prepaid fees. Before the expiry of the license for fees, the Licensee may tender parking or other fees, and the acceptance of such fees shall renew the license for the Wharf 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 Municipality and other governing bodies, in any manner affecting the said operation at the Wharf, shall be complied with;
 - c. The Municipality may terminate this License forthwith if the Licensee fails to comply with the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, or any other municipal

bylaw or other provincial or federal enactment which applies. The Municipality 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 Wharf, and the Licensee shall, at the Licensee's own expense, maintain and repair said Wharf, 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 Municipality;
- e. That the Licensee shall, at all times, indemnify and save harmless the Municipality 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 Licensee's operation of the said vehicle or shed rental, except claims for damage resulting from the negligence of any Authorized Personnel, Wharfinger, officers or employees of the Municipality while acting within the scope of their duties or employment;
- f. The licensee shall maintain public liability and property damage insurance in an amount of at least \$2 million against claims for personal injury, death or damage to property;
- g. The licensee shall provide proof of insurance indemnifying the Municipality as per Item 'f';
- h. That the Licensee shall at all times keep the said vehicle/shortage shed in a sanitary, clean and tidy condition, in all respects to the entire satisfaction of the Municipality;
- i. The Owner agrees to pay all of the Municipality's costs of collecting unpaid accounts, including legal costs on a solicitor and Owner client basis, and
- j. For permission hereby given, the Licensee shall pay to the Municipality, in advance, applicable fees as set out in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*.
- k. The shed, its contents, or vehicle parked are placed, stored or parked at the Owner's risk.
- l. The Owner shall be solely responsible for the care, maintenance, and control of the shed, its contents, and/or vehicle.
- m. The Municipality 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 are, in the sole discretion of the Municipality, contrary to the safety of its customers or their property, or constitute a nuisance or annoyance to the Municipality or its customers.

If the Municipality terminates this license for cause, the Municipality shall refund to the Owner any Charges paid for the unexpired term or renewal term hereof but only if the Municipality is able to license the same space to a new licensee for the remainder of the term of this license.

An Owner terminating this license is not entitled to any refund or Charges paid for the unexpired term or renewal term, nor is he released from liability for unpaid Charges for that period;

I acknowledge that I have read and understand the terms and conditions herein and covenant and agree with Bowen Island Municipality, to abide by all the terms, conditions and covenants of this Agreement.

Dated at Bowen Island, British Columbia this _____ day of _____, 20____

Signature of Licensee

Signed on behalf of Bowen Island Municipality

SCHEDULE 'E' to Bylaw No. 59, 2002

ANNUAL COURTESY DAY USE LICENSE AGREEMENT

This agreement contains terms and conditions which limit or exclude the liability of Bowen Island Municipality (the "Municipality"), its employees, agents or others for whom the Municipality 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 Municipality or affords a protection for the Municipality, such exclusion, limitation or protection shall extend to any Authorized Personnel, Wharfinger, employee, servant or agent of the Municipality or any other person for whom the Municipality is responsible and where "Municipality" is used, it is understood to include such persons.

The Bowen Island Municipality grants this non-assignable license on _____

TO: _____

OWNER/COMPANY: _____

BILLING
ADDRESS: _____

Postal Code _____ Telephone _____

(hereinafter called the "licensee") commencing during the pleasure of the Municipality.

1. In consideration of the payment of Berthage Fees, as prescribed in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, in the amount of _____ and for the period from _____ to _____, the Municipality grants the Licensee permission to Berth a Vessel, described as _____ (Vessel name) _____ (Vessel type) _____ (registration number) _____ (port of registration) _____ (Vessel length), hereinafter referred to as "the said Vessel", to a Wharf operated by the Municipality and known as Snug Cove - South (hereinafter referred to as "the Wharf") for unlimited daytime use (must depart by 8:00 p.m. daily). If the Berthage or other fees are prepaid, the license granted hereby is for the term of the prepaid Berthage Fees specified. These fees are non-refundable.

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 Municipality and other governing bodies, in any manner affecting the said Vessel at the Wharf, shall be complied with;
- c. The Municipality may terminate this License forthwith if the Licensee fails to comply with the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*, or any other provincial or federal enactment that applies. The Municipality 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 Wharf, and the Licensee shall, at the Licensee's own expense, maintain and repair said Wharf, 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 Municipality;
- e. All Vessels approaching, using, or leaving the Municipality's Wharfs 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 Municipality's property, the speed limit not to exceed three knots;
- f. That the Licensee shall, at all times, indemnify and save harmless the Municipality 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 Municipality or the rights and privileges granted to the Licensee hereunder or the enforcement by the Municipality 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 Municipality 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 Municipality 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 respects to the entire satisfaction of the Municipality;
- j. If the Licensee abandons his or her Vessel for more than 7 days, it becomes the property of the Municipality and the Municipality may remove the Abandoned Vessel;
- k. For permission hereby given, the Licensee shall pay to the Municipality, in advance, applicable fees as set out in Schedule "A" of the *Bowen Island Public Wharf Services Bylaw No. 59, 2002*;
- l. I/we acknowledge that business activities for gain or profit are not permitted;
- m. The Owner agrees to pay all of the Municipality's costs of collecting unpaid accounts, including legal costs on a solicitor and Owner client basis.
- n. The Owner grants to the Municipality a lien over the Vessel for all unpaid charges or other monies due and owing to the Municipality. This lien shall be in addition to any and all other remedies provided to the Municipality at law or equity. In order to satisfy any unpaid Charges or other monies due and owing to the Municipality (including interest and all costs for exercising and realising on this lien, including legal costs on a solicitor and own client basis), the Owner authorizes the Municipality through its Authorized Personnel to take and retain possession of the Vessel, whether at the Wharf 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.

- o. The Owner acknowledges that the Municipality is under no obligation to take any actions whatsoever in respect to the Vessel.
- p. Vessels are Berthed at the risk of the Owner.

- q. The Owner shall be solely responsible for the Berthing, care, maintenance, and control of the Vessel. No person shall tie lines fastening a Vessel to a Wharf across the Wharf or be attached to anything other than the fastenings provided for the purpose. The Owner shall maintain his Vessel in good and substantial condition and furnish and maintain appropriate sized lines and chaffing gear for the safe permanent position in the licensed Berth as directed by the Wharfinger. The Vessel must be checked regularly, especially after heavy winds or rains. Pumping out and snow removal is the sole responsibility of the Owner.
- r. The Municipality 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 are, in the sole discretion of the Municipality, contrary to the safety of its customers or their property, or constitute a nuisance or annoyance to the Municipality or its customers. If the Municipality terminates this license for cause, the Municipality shall refund to the Owner any Charges paid for the unexpired term or renewal term hereof but only if the Municipality is able to license the same space to a new licensee for the remainder of the term of this license. An Owner terminating this license is not entitled to any refund or Charges paid for the unexpired term or renewal term, nor is he released from liability for unpaid Charges for that period; and

I acknowledge that I have read and understand the terms and conditions herein and covenant and agree with Bowen Island Municipality, to abide by all the terms, conditions and covenants of this Agreement.

Dated at Bowen Island, British Columbia this _____ day of _____,
20_____

Signature _____ of _____ Vessel _____ Owner

Signed _____ on behalf of Bowen Island Municipality

