

# AGENDA

## *SPECIAL MEETING OF COUNCIL*

**Monday, June 14, 2021**

**6:45 p.m.**

**Watch at <https://dnvorg.zoom.us/j/65345321120>**

**Council Members:**

Mayor Mike Little

Councillor Jordan Back

Councillor Mathew Bond

Councillor Megan Curren

Councillor Betty Forbes

Councillor Jim Hanson

Councillor Lisa Muri



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## SPECIAL MEETING OF COUNCIL

6:45 p.m.  
Monday, June 14, 2021  
To be held virtually  
Watch at <https://dnvorg.zoom.us/j/65345321120>

### AGENDA

#### RESOLUTION TO HOLD PUBLIC MEETING WITHOUT THE PUBLIC IN ATTENDANCE

*Recommendation:*  
WHEREAS:

- the Minister of Public Safety and Solicitor General has issued Order M192; and,
- Order M192 requires British Columbia municipalities to use best efforts to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the *Public Health Act* and Public Health Officer orders; and,
- the District has assessed its ability to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the *Public Health Act* and Public Health Officer orders; and,
- the District has taken into consideration its Covid-19 Safety Plan as required by Worksafe BC; and,
- the District has determined that, at this time, it cannot safely allow members of the public to physically attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the *Public Health Act* or its Covid-19 Safety Plan;

THEREFORE, this meeting of the Council for the District of North Vancouver is to be held virtually and without members of the public, or Council, being physically present;

AND THAT the principles of openness, transparency, accessibility and accountability are being ensured through:

- Providing an online subscription service for residents to sign up and be apprised of upcoming meetings and the post-meeting availability of meeting minutes and meeting videos;
- Providing advance notice of this meeting in accordance with the *Community Charter* and advising the public on how they may participate in the meeting by providing public input;

- Providing the availability of the agenda for this meeting on the District's webpage six days in advance of the meeting;
- The live streaming of this meeting via a link readily available on the District's webpage;
- Maintaining the thirty minute public input opportunity at each regular meeting and the discretionary public input opportunity at each workshop;
- The ability of the public to provide input on agenda items by full two-way audio and video means;
- Adhering the rules of procedural fairness and acting with respect and courtesy at all times when hearing the public;
- Conducting meetings in a manner that resembles in-person meeting as much as possible;
- And reminding the public that they may contact Mayor and Council at any time on any topic via its [council@dnv.org](mailto:council@dnv.org) email address.

## 1. **ADOPTION OF THE AGENDA**

### 1.1. **June 14, 2021 Special Meeting Agenda**

*Recommendation:*

THAT the agenda for the June 14, 2021 Special Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

## 2. **REPORTS FROM COUNCIL OR STAFF**

### 2.1 **Bylaws 8450, 8462 and 8464: Wharf Regulation and Anchorage Bylaw and Amendments to Fees and Charges Bylaw and Bylaw Notice Enforcement Bylaw** p. 9-76

File No. 09.3900.20/000.000

Report: Deputy Municipal Clerk, June 1, 2021

Attachment 1: Bylaw 8450

Attachment 2: Bylaw 8462

Attachment 3: Bylaw 8464

Attachment 4: Staff report dated May 18, 2021

*Recommendation:*

THAT "Wharf and Anchor Regulation Bylaw 8450, 2021" is ADOPTED;

AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004 Amendment Bylaw 8462, 2021 (Amendment 53)" is ADOPTED;

AND THAT "Fees and Charges Bylaw 6481, 1992 Amendment Bylaw 8464, 2021 (Amendment 68)" is ADOPTED.



### **3. ADJOURNMENT**

*Recommendation:*

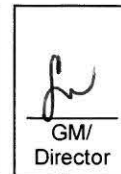
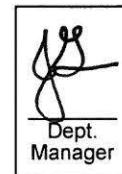
THAT the June 14, 2021 Special Meeting of Council for the District of North Vancouver is adjourned.

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## REPORTS

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AGENDA INFORMATION	
<input type="checkbox"/> Regular Meeting	Date: <u>Monday, June 14, 2021</u>
<input checked="" type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 1, 2021  
File: 09.3900.20/000.000

**AUTHOR:** Genevieve Lanz, Deputy Municipal Clerk

**SUBJECT:** Bylaws 8450, 8462 and 8464: Wharf and Regulation Bylaw

**RECOMMENDATION:**

THAT "Wharf and Anchor Regulation Bylaw 8450, 2021" is ADOPTED;

AND THAT "Bylaw Notice Enforcement Bylaw 7458, 2004 Amendment Bylaw 8462, 2021 (Amendment 53)" is ADOPTED;

AND THAT "Fees and Charges Bylaw 6481, 1992 Amendment Bylaw 8464, 2021 (Amendment 68)" is ADOPTED.

**BACKGROUND:**

Bylaws 8450, 8462 and 8464 received First, Second and Third Readings on May 31, 2021.

The bylaws are now ready to be considered for Adoption by Council.

**OPTIONS:**

1. Adopt the bylaws;
2. Give no further Readings to the bylaws and abandon the bylaws at Third Reading; or,
3. Rescind Third Reading and debate possible amendments to the bylaws.

Respectfully submitted,

Genevieve Lanz  
Deputy Municipal Clerk

**Attachments:**

1. Bylaw 8450
2. Bylaw 8462
3. Bylaw 8464

4. Staff report dated May 18, 2021

REVIEWED WITH:		
<input type="checkbox"/> Community Planning	_____	<input type="checkbox"/> Clerk's Office
<input type="checkbox"/> Development Planning	_____	<input type="checkbox"/> Communications
<input type="checkbox"/> Development Engineering	_____	<input type="checkbox"/> Finance
<input type="checkbox"/> Utilities	_____	<input type="checkbox"/> Fire Services
<input type="checkbox"/> Engineering Operations	_____	<input type="checkbox"/> ITS
<input type="checkbox"/> Parks	_____	<input type="checkbox"/> Solicitor
<input type="checkbox"/> Environment	_____	<input type="checkbox"/> GIS
<input type="checkbox"/> Facilities	_____	<input type="checkbox"/> Real Estate
<input type="checkbox"/> Human Resources	_____	<input type="checkbox"/> Bylaw Services
<input type="checkbox"/> Review and Compliance	_____	<input type="checkbox"/> Planning
		External Agencies:
		<input type="checkbox"/> Library Board
		<input type="checkbox"/> NS Health
		<input type="checkbox"/> RCMP
		<input type="checkbox"/> NVRC
		<input type="checkbox"/> Museum & Arch.
		<input type="checkbox"/> Other:

## The Corporation of the District of North Vancouver

### Bylaw 8450

A bylaw to regulate *wharf* and anchorage services within the District of North Vancouver

The Council for The Corporation of the District of North Vancouver enacts as follows:

#### 1. Citation

This bylaw may be cited as “Wharf and Anchor Regulation Bylaw 8450, 2021”.

#### 2. Application

This bylaw applies in respect of all wharves in the District of North Vancouver listed in Schedule A of this bylaw and all *waterlot areas*.

#### 3. Definitions

In this bylaw:

***abandon*** means to leave a *vessel* or *watercraft* at a *wharf* or anywhere in a *waterlot area* for longer 48 hours, except as otherwise permitted under this bylaw;

***anchor buoy*** means a buoy installed by the *District* within a *waterlot area* and intended for the temporary *moorage* of a *vessel* or *watercraft*;

***bare boat charter*** means a *vessel* charter agreement under which the charterer has complete possession and control of the *vessel*, including the right to appoint its master and crew, and uses the *vessel* exclusively for pleasure purposes and does not, directly or indirectly, derive remuneration from any persons carried on board;

***berth*** means a location at a *wharf* where a *vessel* or *watercraft* may be moored;

***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 and includes, without limitation, the offering or advertising of the same;

***bylaw enforcement officer*** means a person appointed by the *District* whose duties include bylaw enforcement, including bylaw enforcement officers, park rangers, and environmental protection officers, and members of the Royal Canadian Mounted Police;

***Canada Shipping Act*** means the *Canada Shipping Act*, S.C. 2001, c. 26, as amended or replaced from time to time;

***Council*** means the Council of The Corporation of the District of North Vancouver;

***day*** means a calendar day beginning at midnight on day one and ending at midnight on the next day;

**District** means The Corporation of the District of North Vancouver;

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

**emergency service vessel** means a police, fire, search and rescue, or ambulance vessel;

**emergency vehicle** means police vehicle, ambulance or fire department vehicle;

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

**Explosives Act** means the *Explosives Act*, R.S.C. 1985, c. E-17, as amended or replaced from time to time;

**Fees and Charges Bylaw** means the District's *Fees and Charges Bylaw*, as amended or replaced from time to time;

**float** means a floating structure designed or used for the mooring or berthing of vessels and includes a floating *wharf* but excludes an *anchor buoy*;

**length** means

- (a) in the case of a *vessel* registered under the *Canada Shipping Act*, as amended or replaced from time to time, the length as shown in the Certificate of Registry issued by Transport Canada;
- (b) in the case of a *vessel* licensed under the *Small Vessel Regulation* of the *Canada Shipping Act*, the *length* from the fore part of the head of the stem to the after part of the head of the stern post; and
- (c) in the case of a *vessel* that is not registered or licensed under (a) or (b), the horizontal distance measured between perpendiculars erected at the extreme ends of the outside of the hull;

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

**Liquor Control and Licensing Act** means the *Liquor Control and Licensing Act*, S.B.C. 2015, c. 19, as amended or replaced from time to time;

**live-aboard** means the use of a *vessel* or *watercraft* for living accommodation;

**loading zone** means that area of a *wharf* designated solely for loading and unloading passengers, supplies or gear and identified by a yellow painted tie-rail or yellow painted lines at the *wharf* head;

**month** means a period commencing on the first day in any calendar month and terminating on the last day of that month;



**moor** means to secure a *vessel* or *watercraft* by means of lines, cables or anchors;

**moorage fee** means a charge levied in respect of a *vessel* or *watercraft*, that is moored at a *berth* or *anchor buoy*, or part thereof, or is fastened to any other *vessel* or *watercraft* occupying a *berth*;

**moorage licence agreement** means an agreement for prepaid *moorage* in the form approved by the *ports manager* from time to time;

**Offence Act** means the *Offence Act*, R.S.B.C. 1996, c. 338, as amended or replaced from time to time;

**owner** means the owner or operator of a *vessel* or *watercraft*, or the master of a *vessel*;

**ports manager** means the *District's* Parks Manager or other person appointed as ports manager by the *District*;

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

**reservation period** means the period during which a person is permitted to *moor* at an *anchor buoy* in accordance with this bylaw, as reserved using the *District's* online registration system;

**seaplane** means an aircraft on *floats*, whether operated privately or commercially;

**school water taxi** means any *vessel* or *watercraft* used to transport schoolchildren, where no fee is charged to the passengers;

**taxi/emergency licence agreement** means a licence agreement in the form approved by the *ports manager* from time to time;

**Transport of Dangerous Goods Act** means the *Transport of Dangerous Goods Act*, R.S.B.C. 1996, c. 458, as amended or replaced from time to time;

**vessel** means any ship or boat which is or can be propelled by a motor;

**watercraft** means any ship or boat or any other description of *vessel* that is not propelled by machinery;

**waterlot area** means an area leased or licensed to the *District* in which is located a *wharf* or *anchor buoy* and includes the area indicated in Schedule B of this bylaw;

**water taxi** means any *vessel* or *watercraft* used to transport passengers or material for a fee; and

**wharf** means a landing pier, ramp or *float* for *vessels* and *watercraft* that is owned or maintained by the *District* and includes those listed in Schedule A of this bylaw.

#### 4. Public Conduct

- (a) No person shall obstruct or interfere with any person, *vessel* or *watercraft* lawfully using a *wharf* or *anchor buoy*.
- (b) No person shall behave in a disorderly, dangerous or offensive manner on a *wharf* or in a *waterlot area*.
- (c) No person shall bring a live animal onto a *wharf* unless the animal is:
  - (i) on a leash; and
  - (ii) being conveyed to or from a *vessel* or *watercraft* while under the control of the *owner* or user of the *vessel* or *watercraft*.
- (d) No person shall engage in any fishing or crabbing at or from any *wharf* or in any *waterlot area*, except that such activities may be undertaken in designated areas at Cates Park Wharf from October 17 to April 15 in any year in accordance with posted notices.
- (e) No person shall jump off of a *wharf*.
- (f) No person shall, while on a *wharf* or in a *waterlot area*, make any amplified sound or operate any equipment that disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.
- (g) No person shall possess an open container of *liquor* at a *wharf*.
- (h) No person shall use the surface of a *wharf* for any maintenance or repair work.
- (i) No person shall refuel or maintain motorized equipment or use paints, solvents or other materials toxic to fish or humans on a *wharf* or in a *waterlot area*.
- (j) No person shall do any other thing in such a manner as to impede the use of a *wharf* or *anchor buoy* for short-term *moorage* and access.
- (k) No person except the *ports manager* or his or her designate shall place, post or erect a sign on a *wharf* or *anchor buoy*.
- (l) No person shall store or leave any property or material of any kind, including a *watercraft*, on the surface of a *wharf* or in a *waterlot area*, except in an area on a *wharf* designated as a storage area by a sign indicating the area is a storage area.
- (m) No person shall deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a *wharf* or in a *waterlot area*.
- (n) No person shall encroach on the foreshore by the grounding of *vessel/s* or equipment or create other disturbance of the foreshore or seabed.

**5. Damage**

- (a) No person shall remove, destroy or damage any *wharf* or *anchor buoy*, or any structure or sign attached to a *wharf* or *anchor buoy*.
- (b) No person shall remove, destroy or damage any notices, rules or regulation posted on a *wharf* or *anchor buoy* by or under the authority of the *District*.

**6. Loading zone**

- (a) No person shall cause a *vessel* or *watercraft* to be left unattended at or adjacent to a *loading zone*.
- (b) Every person using a *loading zone* shall immediately vacate the *loading zone* for an emergency *vessel* operating in the case of an emergency.
- (c) No person shall cause a *vessel* or *watercraft* or vehicle to remain moored in a *loading zone* for a period in excess of 15 minutes, except for emergency *vessels* in the course of training exercises or emergency situations.

**7. Commercial Activity**

- (a) No person shall sell, expose or display for sale any goods or materials, including refreshments, or conduct any *business* on a *wharf* or in a *waterlot area*. This subsection does not prohibit the use of a *wharf* to transport commodities or goods, other than construction or building supplies, materials, or equipment, to or from a *vessel* or *watercraft* moored at a *wharf*.
- (b) No *vessel* or *watercraft* which is being used for *business* or commercial services shall *moor* at an *anchor buoy* or a *wharf*.

**8. Construction and Installation**

- (a) No person shall build upon or place any structure on a *wharf* except as authorized under this bylaw.
- (b) No person shall place, construct, install or leave any unauthorized buoy, *float* or other structure or object in a *waterlot area*.
- (c) No person shall use a *wharf* for the loading or unloading of construction or building supplies, materials or equipment.

**9. General Moorage Restrictions**

- (a) No person shall *moor* any *vessel* or *watercraft* in a *waterlot area*, except at a *wharf* or *anchor buoy*.
- (b) No person shall *moor* a *vessel* or *watercraft* at an *anchor buoy* without first registering and reserving the use of that *anchor buoy* using the *District's* online registration and reservation system and providing such information as is required by the *ports manager* in connection with such registration and reservation.

- (c) No person shall cause any *vessel* or *watercraft* to be moored at an *anchor buoy* before their *reservation period* commences or after their *reservation period* has expired.
- (d) No person shall cause any *vessel* or *watercraft* to be moored at an *anchor buoy* for more than 72 hours in any calendar *month*, which 72 hours may be consecutive or non-consecutive.
- (e) No person shall cause any *vessel* or *watercraft* to remain moored overnight at a wharf or in excess of twelve hours, except for:
  - (i) *vessels* in respect of which an *owner* has prepaid *moorage fees* and entered into a *moorage licence agreement*, in which case *moorage* is permitted for 18 hours in a one *day* period; and
  - (ii) *emergency service vessels* and *emergency vehicles* in the course of emergency situations.
- (f) No person shall secure the *berth* of any *vessel* or *watercraft* at a *wharf* or *anchor buoy* by use of a lock or otherwise in a manner that prevents the removal or relocation of the *vessel* or *watercraft*.
- (g) When required by limited mooring space any person in charge of a *vessel* or *watercraft* may *raft* the *vessel* or *watercraft* at a *wharf*, provided that no person shall *raft* more than two *vessels* or *watercrafts*, or such lower or higher number of *vessels* or *watercrafts* as may be specified by a sign posted at a *wharf*.
- (h) No person shall *raft* a *vessel* or *watercraft* at an *anchor buoy*.
- (i) No person shall *moor* a *vessel* at an *anchor buoy* unless such *vessel* is insured and registered with Transport Canada or its replacement or successor from time to time.
- (j) No person shall *moor* a water taxi or a *school water taxi* at a *wharf* unless they have first entered into a *taxi/emergency licence agreement* and paid the required fees.
- (k) No person shall use any *vessel* or *watercraft* moored at a *wharf* or *anchor buoy* for *live-aboard* activity, except as permitted under section 9(d).
- (l) No person shall flush *vessel* heads at a *wharf* or *anchor buoy* or elsewhere in a *waterlot area*.
- (m) No person shall *moor* a *vessel* or *watercraft* at a *wharf* or *anchor buoy* in such a manner as to unduly obstruct the movement of other *vessels* or *watercraft*.
- (n) No person shall tie lines fastening a *vessel* or *watercraft* to a *wharf* across the *wharf* or to anything other than the fastenings provided for the purpose of *moorage*.



- (o) No person shall cause or permit any *vessel* or *watercraft* to remain in any *waterlot area* for longer than six hours unless moored to a *wharf* or *anchor buoy*.

#### **10. Vessel Restrictions**

- (a) No person shall *moor* a *vessel* or *watercraft* in excess of 36 feet in *length* at a *wharf*.
- (b) No person shall *moor* a *vessel* or *watercraft* in excess of 40 feet in *length* at an *anchor buoy*.
- (c) No person shall load or unload passengers to or from a *seaplane*, commercial *vessel* or charter *vessel* at a *wharf*, except that passengers may be loaded or unloaded from a charter *vessel* or *school water taxi* at a *wharf* with a valid licence issued by the *ports manager*. This section does not apply to *bare boat charters*.

#### **11. Abandonment**

No person shall *abandon* a *vessel* or *watercraft* at a *wharf* or in a *waterlot area*.

#### **12. Dangerous Goods**

- (a) No person shall *moor* a *vessel* or *watercraft* carrying *dangerous goods* or explosives at a *wharf* or *anchor buoy*.
- (b) No person shall store, treat, generate, transport, process, handle, produce or dispose of any *dangerous goods*, *explosives* or hazardous or contaminated materials or substances on a *wharf*, in a *waterlot area*, or while moored at a *wharf* or *anchor buoy*.

#### **13. Responsibility**

For the purpose of this bylaw, the *owner* of a *vessel* or *watercraft* is deemed to be responsible for the *vessel* or *watercraft* and the actions of its crew.

#### **14. Public Moorage Fees Applicable to Wharves and Anchor Buoys**

Every *owner* or operator of a *vessel* or *watercraft* moored at the *wharf* or *anchor buoy* shall:

- (a) pay in advance or, where applicable, immediately upon mooring the *vessel* or *watercraft* to a *wharf*, the fees prescribed in the *Fees and Charges Bylaw*, except that an *emergency service vessel* is not required to pay such fee when performing emergency services or training exercises so long as it has paid the annual fee for *emergency service vessels* as set out in the *Fees and Charges Bylaw*;
- (b) pay in advance, prior to mooring the *vessel* or *watercraft* to an *anchor buoy*, the *moorage fees* prescribed in the *Fees and Charges Bylaw*, which *moorage fees* shall be paid online through the *District's* online reservation and registration system;

- (c) when moored at a *wharf*, prominently display a valid ticket or licence to *moor* the *vessel* or *watercraft*:
  - (i) at the window of a wheelhouse of a power boat or sailboat;
  - (ii) at the transom or tiller or wheel of a sailboat; or
  - (iii) in some other visible location where the *vessel* or *watercraft* has no window, tiller or wheel;
- (d) if such *vessel* is an *emergency service vessel*, enter into a *taxi/emergency licence agreement*, pay in advance the prescribed annual fee set out in the *Fees and Charges Bylaw*, and, except when the *emergency service vessel* is being actively used in connection with an emergency or training exercises, also pay the *moorage fees* payable under sections 10(a) and 10(b) hereof; and
- (e) if such *vessel* is a *school water taxi*, enter into a *taxi/emergency licence agreement*, and pay in advance the annual licence fee and the estimated annual landing fee prescribed in the *Fees and Charges Bylaw*, provided that the actual annual landing fee will be determined and adjusted at the end of each licence period.

## 15. Ports Manager

- (a) The *ports manager* is responsible for the operation, administration and management of wharves and *anchor buoys* and may post signs and give such orders, either orally or in writing, as may be necessary in connection with the implementation and enforcement of this bylaw.
- (a) Without limiting (a), the *ports manager* may:
  - (i) establish *moorage*, storage and loading areas at a *wharf* or *anchor buoy*;
  - (ii) order a *vessel* or *watercraft* to leave a *wharf* or *anchor buoy* or to move or alter its position at the *wharf*;
  - (iii) direct the position, time, place and manner in which a *vessel* or *watercraft* may be moored, loaded or unloaded at a *wharf* or *anchor buoy*;
  - (iv) establish the terms and forms of licences that may be granted under this bylaw;
  - (v) establish criteria for the granting or refusal of licences and sublicenses; and
  - (iv) prohibit a person from mooring a *vessel* or *watercraft* at a *wharf* or *anchor buoy* where there are unpaid *moorage fees*, either under this bylaw or a predecessor bylaw, in respect of that *vessel* or *watercraft* or in respect of a different *vessel* or *watercraft* owned or operated by that person, until such time as all such unpaid fees are paid in full to the *District*.

- (b) No person shall contravene a sign or order of the *ports manager*.
- (c) No person shall hinder, oppose, molest or obstruct the *ports manager* in the discharge of their duties.
- (d) The *ports manager* is authorized to enter into *moorage licence agreements* and *taxi/emergency licence agreements* in the forms prescribed by this bylaw and to execute such agreements on behalf of the *District*.

#### **16. Removal and Impoundment of Vessels, Watercraft, Chattels and Obstructions**

- (a) Every *owner* of a *vessel* or watercraft shall move or alter its position when ordered to do so by a *bylaw enforcement officer*.
- (b) Where a *vessel*, watercraft or goods are not removed from a *wharf*, *anchor buoy* or *waterlot area* immediately after the removal thereof is ordered by a *bylaw enforcement officer*, the *bylaw enforcement officer* may have the *vessel*, watercraft or goods removed from the *wharf*, *anchor buoy* or *waterlot area* and the costs of such removal shall be payable by the *owner*.
- (c) Any *vessel*, *watercraft*, chattel or obstruction that occupies a *wharf*, *anchor buoy* or *waterlot area* in contravention of this bylaw, may be immediately removed, detained and impounded by any person authorized to do so by the *ports manager* or a *bylaw enforcement officer*.
- (d) Any *vessel*, *watercraft*, chattel or obstruction removed, detained or impounded under this section may be recovered by the *owner* upon presenting proof of ownership and upon payment in full to the *ports manager* of the applicable fees and charges.
- (e) If a *vessel*, *watercraft*, chattel or obstruction is removed, detained or impounded and not claimed by its *owner* within 48 hours, the *ports manager* shall make reasonable efforts to obtain the name and address of the *owner* or person last in charge of the *vessel*, *watercraft*, chattel or obstruction. If the identity of the *owner* is determined, the *ports manager* shall give written notice by registered mail to the *owner* advising the *owner* of the removal and impoundment, the sum payable to release the *vessel*, *watercraft*, chattel or obstruction and the date of advertising for sale by public auction if unclaimed.
- (f) The fees and charges payable by the *owner* of a *vessel*, *watercraft*, chattel or obstruction removed, detained or impounded under this section are set out in the *Fees and Charges Bylaw*.

#### **17. Public Auction**

- (a) Any *vessel*, *watercraft*, chattel or obstruction not claimed by its *owner* within 7 days of its impoundment or detention may be sold at public auction and such auction shall be advertised at least once in a daily newspaper circulating in the *District*.



- (b) Should any *vessel, watercraft*, chattel or obstruction not be purchased at public auction under this section, then it shall be disposed of in the *District* dump, or place approved by the *ports manager*, and the expenses incurred in the removal or disposal, less the proceeds (if any) of disposal, are recoverable as a debt due to the *District* from the *owner*.
- (c) Where any *vessel, watercraft*, chattel or obstruction has an apparent market value of less than \$250.00, as determined by the *ports manager* in their discretion, it may be removed and disposed of by the *District* without notice to the *owner* and the full costs of removal and disposal shall be charged to the *owner* and shall be a debt due and owing to the *District*.
- (b) The proceeds of such auction sale shall be applied firstly to the cost of the sale, secondly to all unpaid fees, costs and expenses levied in accordance with this bylaw and thirdly the balance, if any, shall be held by the *District* for one year from the date of sale for the *owner*, without interest. If unclaimed at the end of the year, such sum shall be paid into the general revenue of the *District*.

## 18. Offences and Enforcement

- (a) *Bylaw enforcement officers* are authorized, in accordance with section 16 of the *Community Charter*, to enter at any reasonable time onto property to inspect and determine whether the regulations of this bylaw are being complied with.
- (b) *Bylaw enforcement officers* are designated to enforce this bylaw by means of a ticket under section 264 of the *Community Charter*.
- (c) This bylaw is designated under section 264 of the *Community Charter* as a bylaw that may be enforced by means of a ticket in the form prescribed.
- (d) Pursuant to sections 264 and 265 of the *Community Charter*, the designated expressions listed in the following table are authorized to be used on a ticket to designate an offence against the corresponding section of this bylaw as set out in the table, and the corresponding fine may be levied in connection with such offence:

Section	Designated Expression	Fine (\$)
4(a)	Obstruct a person on <i>wharf</i> or at <i>anchor buoy</i> .	150
4(b)	Dangerous or disorderly behavior.	150
4(c)	Animal on <i>wharf</i> .	150
4(d)	Crabbing or fishing.	150
4(e)	Jump off <i>wharf</i> .	150
4(f)	Noise on <i>wharf</i> , at <i>anchor buoy</i> or in <i>waterlot area</i> .	150
4(g)	<i>Liquor</i> on <i>wharf</i> .	150
4(h)	Repair boat on <i>wharf</i> .	200
4(i)	Toxic materials on <i>wharf</i> .	300
4(j)	Impede use of <i>wharf</i> .	200
4(k)	Sign on <i>wharf</i> or <i>anchor buoy</i> .	150



Section	Designated Expression	Fine (\$)
4(l)	Store property or material on <i>wharf</i> .	200
4(m)	Garbage on <i>wharf</i> or in <i>waterlot area</i> .	200
4(n)	Encroach on foreshore.	300
5(a)	Damage a <i>wharf</i> or <i>anchor buoy</i> .	300
5(b)	Remove notices.	150
6(a)	<i>Vessel</i> unattended in <i>loading zone</i> .	200
6(b)	Fail to vacate in emergency.	200
6(c)	<i>Vessel</i> in <i>loading zone</i> for more than 15 minutes.	150
7(a)	Conduct <i>business</i> on <i>wharf</i> or in <i>waterlot area</i> .	300
7(b)	<i>Moor</i> commercial boat.	300
8(a)	Structure on a <i>wharf</i> .	200
8(b)	Unauthorized installation.	300
8(c)	Loading or unloading supplies, materials, or equipment.	200
9(a)	Moored in <i>waterlot area</i> .	300
9(b)	<i>Moorage</i> at <i>anchor buoy</i> without reservation.	300
9(c)	<i>Moorage</i> at <i>anchor buoy</i> for more than 72 hours.	300
9(d)	<i>Moorage</i> at <i>wharf</i> overnight.	300
9(f)	Permanently secure <i>vessel</i> or <i>watercraft</i> .	200
9(g),(h)	Prohibited rafting.	150
9(i)	No insurance or registration.	300
9(j)	No <i>taxi/emergency licence agreement</i> .	300
9(k)	<i>Live-aboard</i> activity at <i>wharf</i> or <i>anchor buoy</i> .	300
9(l)	Flush <i>vessel</i> heads.	200
9(m)	Obstruct other <i>vessels</i> .	150
9(n)	Improper tying of lines.	150
9(o)	<i>Vessel</i> in <i>waterlot area</i> for longer than 6 hours.	300
10(a),(b)	Boat over- <i>length</i> .	200
10(c)	Prohibited loading or unloading of persons.	300
11	<i>Abandoned</i> boat.	300
12(a)	<i>Moor vessel</i> or <i>watercraft</i> with <i>dangerous goods</i> .	300
12(b)	Dispose of hazardous materials.	300
14(a),(b)	Fail to pay fee.	200
14(c)	Fail to display ticket.	200
14(d),(e)	Fail to obtain licence or obtain fee.	200
15(c)	Contravene a sign or order.	250
15(d)	Obstruct <i>ports manager</i> .	250
16(a)	Fail to relocate.	300
18(e)	Obstruct <i>bylaw enforcement officer</i> .	250

- (e) A person must not interfere with, delay, obstruct or impede any *bylaw enforcement officer* or other person lawfully authorized to enforce this bylaw in the exercise of their powers or performance of their duties under this bylaw.

- (f) Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw will be liable to the penalties hereby imposed and each day that such violation is permitted to exist will constitute a separate offence.
- (g) Every person who commits an offence contrary to the provisions of this bylaw is liable on summary conviction to a penalty of not more than the maximum amount permitted under the *Offence Act*, in addition to the costs of the prosecution.
- (h) A *bylaw enforcement officer* may order a person who does anything contrary to this bylaw to leave a *wharf* immediately, or within a period of time specified by the *bylaw enforcement officer*, and every person so ordered shall comply with the order and leave the *wharf* immediately or within the specified time period.

## **19. Schedules**

Schedules A and B of this bylaw are attached hereto and form part of this bylaw.

## **20. Severability**

If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

## **21. Repeal**

Bylaw 7333, District of North Vancouver Wharf Regulation Bylaw 2002, is hereby repealed.

**READ** a first time May 31<sup>st</sup>, 2021

**READ** a second time May 31<sup>st</sup>, 2021

**READ** a third time May 31<sup>st</sup>, 2021

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

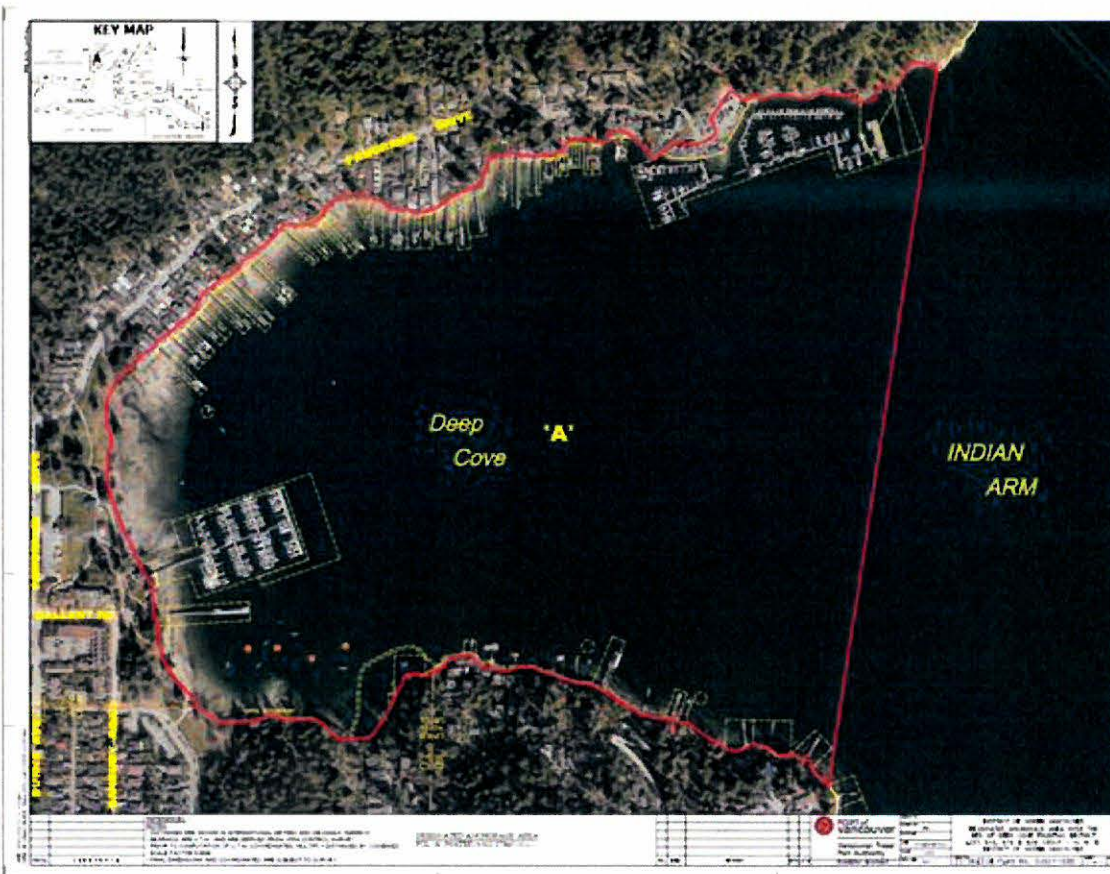
## **Schedule A to Bylaw 8450**

### **WHARVES ADMINISTERED BY THE DISTRICT**

- WOODLANDS: Woodlands Wharf (B1)
- DEEP COVE: Gallant Avenue Wharf (B2)
- DOLLARTON: Strathcona Wharf (B3a)  
Cates Park Wharf (B3b)
- INDIAN ARM: Sunshine Wharf (B4)

Schedule B to Bylaw 8450

WATERLOT AREA



# The Corporation of the District of North Vancouver

## Bylaw 8462

A bylaw to amend Bylaw Notice Enforcement Bylaw 7458, 2004

The Council for The Corporation of the District of North Vancouver enacts as follows:

### Citation

1. This bylaw may be cited as “Bylaw Notice Enforcement Bylaw 7458, 2004 Amendment Bylaw 8462, 2021 (Amendment 53)”.

### Amendments

2. Schedule A to Bylaw Notice Enforcement Bylaw 7458, 2004 is amended by:
  - a. Deleting the section entitled “Wharf Regulation Bylaw 7333, 2002” and replacing with the following:

<b>Wharf and Anchor Regulation Bylaw 8450, 2021</b>						
4(a)	Obstruct a person on <i>wharf</i> or at <i>anchor buoy</i> .	150	120	225	NO	N/A
4(b)	Dangerous or disorderly behavior.	150	120	225	NO	N/A
4(c)	Animal on <i>wharf</i> .	150	120	225	NO	N/A
4(d)	Crabbing or fishing.	150	120	225	NO	N/A
4(e)	Jump off <i>wharf</i> .	150	120	225	NO	N/A
4(f)	Noise on <i>wharf</i> , at <i>anchor buoy</i> or in <i>waterlot area</i> .	150	120	225	NO	N/A
4(g)	<i>Liquor</i> on <i>wharf</i> .	150	120	225	NO	N/A
4(h)	Repair boat on <i>wharf</i> .	200	150	300	NO	N/A
4(i)	Toxic materials on <i>wharf</i> .	300	225	450	NO	N/A
4(j)	Impede use of <i>wharf</i> .	200	150	300	NO	N/A
4(k)	Sign on <i>wharf</i> or <i>anchor buoy</i> .	150	120	225	NO	N/A
4(l)	Store property or material on <i>wharf</i> .	200	150	300	NO	N/A
4(m)	Garbage on <i>wharf</i> or in <i>waterlot area</i> .	200	150	300	NO	N/A
4(n)	Encroach on foreshore.	300	225	450	NO	N/A
5(a)	Damage a <i>wharf</i> or <i>anchor buoy</i> .	300	225	450	NO	N/A
5(b)	Remove notices.	150	120	225	NO	N/A
6(a)	<i>Vessel</i> unattended in <i>loading zone</i> .	200	150	300	NO	N/A
6(b)	Fail to vacate in emergency.	200	150	300	NO	N/A
6(c)	<i>Vessel</i> in <i>loading zone</i> for more than 15 minutes.	150	120	225	NO	N/A



7(a)	Conduct <i>business</i> on <i>wharf</i> or in <i>waterlot area</i> .	300	225	450	NO	N/A
7(b)	<i>Moor</i> commercial boat.	300	225	450	NO	N/A
8(a)	Structure on a <i>wharf</i> .	200	150	300	NO	N/A
8(b)	Unauthorized installation.	300	225	450	NO	N/A
8(c)	Loading or unloading supplies, materials, or equipment.	200	150	300	NO	N/A
9(a)	Moored in <i>waterlot area</i> .	300	225	450	NO	N/A
9(b)	<i>Moorage</i> at <i>anchor buoy</i> without reservation.	300	225	450	NO	N/A
9(c)	<i>Moorage</i> at <i>anchor buoy</i> for more than 72 hours.	300	225	450	NO	N/A
9(d)	<i>Moorage</i> at <i>wharf</i> overnight.	300	225	450	NO	N/A
9(f)	Permanently secure <i>vessel</i> or <i>watercraft</i> .	200	150	300	NO	N/A
9(g),(h)	Prohibited rafting.	150	120	225	NO	N/A
9(i)	No insurance or registration.	300	225	450	NO	N/A
9(j)	No <i>taxi/emergency licence agreement</i> .	300	225	450	NO	N/A
9(k)	<i>Live-aboard</i> activity at <i>wharf</i> or <i>anchor buoy</i> .	300	225	450	NO	N/A
9(l)	Flush <i>vessel</i> heads.	200	150	300	NO	N/A
9(m)	Obstruct other <i>vessels</i> .	150	120	225	NO	N/A
9(n)	Improper tying of lines.	150	120	225	NO	N/A
9(o)	<i>Vessel</i> in <i>waterlot area</i> for longer than 6 hours.	300	225	450	NO	N/A
10(a),(b)	Boat over-length.	200	150	300	NO	N/A
10(c)	Prohibited loading or unloading of persons.	300	225	450	NO	N/A
11	<i>Abandoned</i> boat.	300	225	450	NO	N/A
12(a)	<i>Moor vessel</i> or <i>watercraft</i> with <i>dangerous goods</i> .	300	225	450	NO	N/A
12(b)	Dispose of hazardous materials.	300	225	450	NO	N/A
14(a),(b)	Fail to pay fee.	200	150	300	NO	N/A
14(c)	Fail to display ticket.	200	150	300	NO	N/A
14(d),(e)	Fail to obtain licence or obtain fee.	200	150	300	NO	N/A
15(c)	Contravene a sign or order.	250	190	375	NO	N/A
15(d)	Obstruct <i>ports manager</i> .	250	190	375	NO	N/A
16(a)	Fail to relocate.	300	225	450	NO	N/A
18(e)	Obstruct <i>bylaw enforcement officer</i> .	250	190	375	NO	N/A

**READ** a first time May 31<sup>st</sup>, 2021

**READ** a second time May 31<sup>st</sup>, 2021

**READ** a third time May 31<sup>st</sup>, 2021

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

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**The Corporation of the District of North Vancouver**

**Bylaw 8464**

A bylaw to amend Fees and Charges Bylaw 6481, 1992

The Council for The Corporation of the District of North Vancouver enacts as follows:

**Citation**

- 1) This bylaw may be cited as "Fees and Charges Bylaw 6481, 1992 Amendment Bylaw 8464, 2021 (Amendment 68)".

**Amendments**

- 2) Fees and Charges Bylaw 6481, 1992 is amended as follows:

- a) Section 2, Payment of Fees, is amended by deleting the words "Gallant Wharf – Prepaid Moorage Rates/Foot" and "Gallant Wharf Ticket Machine Rates" from "Schedule C – PARKS AND RECREATION FEES";
- b) Section 2, Payment of Fees, is amended by adding a new Schedule G as follows:

Schedule G WHARF AND ANCHORAGE FEES	Gallant Wharf – Prepaid Moorage Rates/Foot (based on length of vessel)
	Gallant Wharf Ticket Machine Rates
	Anchor Buoys
	School Water Taxis
	Emergency Vessel Moorage Licence Fee
	Impoundment, Towing and Storage Fees

- c) Schedule C is amended by deleting all rows relating to "Gallant Wharf – Prepaid Moorage Rates/Foot" and "Gallant Wharf Ticket Machine Rates", including the heading rows; and,
- d) The Schedule attached hereto as Schedule 1 to Bylaw 8464, 2021 is added to Fees and Charges Bylaw 6481, 1992 as "Schedule G – WHARF AND ANCHORAGE FEES".

**READ** a first time May 31<sup>st</sup>, 2021

**READ** a second time May 31<sup>st</sup>, 2021

**READ** a third time May 31<sup>st</sup>, 2021

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**Schedule 1 to Bylaw 8464, 2021**

**Schedule G**

**WHARF AND ANCHORAGE FEES**

<b>Gallant Wharf – Prepaid Moorage Rates/Foot (based on length of vessel)</b>		
Winter	Rate per foot	
Monthly	\$8.76	
3 Months	\$23.81	
6 Months	\$43.24	
Summer		
Monthly	\$11.19	
3 Months	\$32.05	
6 Months	\$56.81	

<b>Gallant Wharf Ticket Machine Rates</b>		
Vessel up to 16 ft.	Rate	
2 hour	\$3.90	
6 hour	\$12.14	
12 hour	\$24.76	
Vessel 17 ft. up to 20 ft.		
2 hour	\$4.86	
6 hour	\$14.10	
12 hour	\$28.67	
Vessel 21 ft. up to 24 ft.		
2 hour	\$5.33	
6 hour	\$16.05	
12 hour	\$32.05	
Vessel 25 ft. up to 28 ft.		
2 hour	\$5.81	
6 hour	\$17.95	
12 hour	\$35.48	
Vessel 29 ft. up to 32 ft.		
2 hour	\$6.81	
6 hour	\$19.43	
12 hour	\$39.33	
Vessel 33 ft. up to 36 ft.		
2 hour	\$7.29	
6 hour	\$21.38	
12 hour	\$42.71	


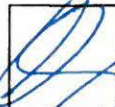

<b>Anchor Buoys</b>	
	Rate
All vessels up to 40 ft	\$1.00/foot for each day or partial day of moorage

<b>School Water Taxis</b>	
Annual licence fee	\$50.00
Additional landing fee, based on number of landings per year at Gallant Wharf	
0-29 landings	\$0.00
30-180 landings	\$150.00
181-360 landings	\$250.00
361 or more landings	\$400.00

<b>Emergency Vessel Moorage Licence Fee</b>	
Annual licence fee	\$50.00

<b>Impoundment, Towing and Storage Fees</b>	
Impoundment	\$200.00
Towing (tow or remove to storage location)	\$250.00 per hour or portion
Hauling out fee	\$3.44 per foot or portion
Launching fee	\$3.44 per foot or portion
Fee for placing on blocks and/or removing from trailer	\$80.00 per hour or portion
Disposal fee – rate per foot	
Sailboat	\$155.00/ft
Speedboat	\$180.00/ft
Storage fee for vessels – daily rate	
1-20 ft vessel	\$23.28
21-30 ft vessel	\$46.56
31-60 ft vessel	\$69.84
Over 60 ft vessel	\$100.00
Storage fee for non-vessels	actual costs of storage, or \$50 if stored by District

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 31, 2021</u>
<input type="checkbox"/> Other:	Date: _____

 Dept. Manager	 GM/ Director	 CAO
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## The District of North Vancouver REPORT TO COUNCIL

May 18, 2021

File:

**AUTHOR:** Andy Robinson, Senior Park Ranger

**SUBJECT:** Deep Cove Licence Agreement with Port Authority and new Wharf and Anchor Regulation Bylaw

### RECOMMENDATION:

That:

- 1) Mayor and Clerk be authorized to enter into a waterlot licence agreement with the Vancouver Fraser Port Authority (the "Licence Agreement") on substantially the terms set out in Attachment 1 hereto, with the necessary insertions and with such further amendments as may be recommended and agreed to by the Municipal Solicitor;

AND

- 2) That the following bylaws be given FIRST, SECOND and THIRD readings:
  - (a) Wharf and Anchor Regulation Bylaw No.8450, 2021;
  - (b) Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8462, 2021 (Amendment 53); and
  - (c) Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8464, 2021 (Amendment 68).

### REASON FOR REPORT:

- 1) To summarize the terms of the Licence Agreement; and
- 2) To introduce a bylaw to replace the Wharf Regulation Bylaw 7333, along with associated bylaws amending the Bylaw Notice Enforcement Bylaw and the Fees and Charges Bylaw.



**SUBJECT: Deep Cove Licence Agreement with Port Authority and new Wharf and Anchor Regulation Bylaw**

May 18, 2021

Page 2

**SUMMARY:**

The proposed Licence Agreement and the Wharf and Anchor Regulation Bylaw are interdependent; one cannot be effectively implemented without the other.

**1) Proposed Licence Agreement:**

The District is proposing to enter a waterlot Licence Agreement with the Port Authority. This Licence Agreement provides as follows:

- (a) the District may provide recreational boat moorage as a municipal service, and specifically the District may install four anchor buoys (in approximately the locations shown on the plan included in Attachment 1 to this report) and grant sublicences permitting moorage at the anchor buoys;
- (b) the District will not permit liveaboards or grant sublicences permitting anyone to remain in the licensed area for longer than 72 hours;
- (c) the District may regulate public use of the licensed area, including the imposition of fines and removal of boats;
- (d) the District will be responsible for environmental contamination of the licensed area, with some exceptions (see liability section below); and
- (e) sublicense fees will be used to support the District's recreational moorage program.

The proposed Licence Agreement between the District and the Port and a draft plan of the licensed area are attached as Attachment 1 hereto. The areas outlined in yellow on the plan will likely be excluded from the licensed area on the final plan, as these areas are licensed to third parties or the District pursuant to other agreements.

**2) Bylaws**

The District is also proposing a new Wharf and Anchor Regulation Bylaw to replace the existing Wharf Regulation Bylaw. The new bylaw:

- (a) continues to regulate the use of wharves;
- (b) regulates activities within the new licensed area;
- (c) contemplates the creation of an online registration system and the issuance of permits for use of four anchor buoys within the licensed area (maximum 72 hours use per calendar month);

**SUBJECT: Deep Cove Licence Agreement with Port Authority and new Wharf and Anchor Regulation Bylaw**

May 18, 2021

Page 3

- (d) prohibits the leaving of boats in the licensed area for more than six hours without authorization, and prohibits the abandonment of boats; and
- (e) authorizes enforcement by way of fines and the towing, removal and disposal of boats.

The Fees and Charges Bylaw and the Bylaw Notice Enforcement Bylaw will also be amended to set out new and amended fees, fines and administrative charges. All three bylaws are attached to the report.

**BACKGROUND:**

The licence agreement and proposed bylaw have previously been discussed by Council.

**TIMING/APPROVAL PROCESS:**

The approval and implementation of the Licence Agreement and the new Wharf and Anchor Regulation Bylaw in May 2021 would facilitate effective management of the licensed area in Deep Cove for the 2021 recreational boating season.

**CONCURRENCE:**

The Licence Agreement and the new Wharf and Anchor Regulation Bylaw have been developed by Parks staff in collaboration with the Municipal Solicitor. RCMP, District Bylaws, and Fire Services were also consulted with respect to the enforcement of bylaws in the Deep Cove area.

**FINANCIAL IMPACTS:**

The installation of anchor buoys in the licensed area represents an opportunity for revenue from wharves and four anchor buoys year round. Enforcement of bylaws in the licensed area will increase ongoing administrative costs for the District.

**LIABILITY/RISK:**

The proposed bylaw will create an increased expectation of enforcement within the Licensed Area. The Licence Agreement will also result in some additional environmental liability for the District within the licensed area. Under the Licence Agreement, the District may not cause or permit its employees, contractors or sublicensees to cause any contamination of the licensed area (i.e., spills, leaks, etc.). The District will be liable for contamination within the licensed area, **except for** contamination arising from or caused by

- (a) the Port Authority,
- (b) third parties (except to the extent that such contamination is caused by the District's breach of the Licence Agreement), or
- (c) activities outside of the licensed area; or
- (d) the District's sublicensees (except to the extent caused by the District's negligence).



**SUBJECT: Deep Cove Licence Agreement with Port Authority and new Wharf and Anchor Regulation Bylaw**

May 18, 2021

Page 4

**ENVIRONMENTAL IMPACT:**

Both the Licence Agreement and the Wharf and Anchor Regulation Bylaw will facilitate the protection of the marine environment in Deep Cove by enabling the District to regulate the recreational use of such environment.

**PUBLIC INPUT:**

Deep Cove has a high concentration of vessels anchored on a long-term basis without approval from the Port Authority. This has raised concerns with local residents for years about safety, security and environmental health of Deep Cove. There have been several community meetings held in Deep Cove. There is strong support from local residents to impose regulations within the licensed area.

**CONCLUSION:**

Approval of the Licence Agreement and the new Wharf and Anchor Regulation Bylaw, along with the associated amendments to the Bylaw Notice Enforcement Bylaw and the Fees and Charges Bylaw, will provide tools for managing community use of land covered by water in Deep Cove, and will facilitate the enforcement of such bylaws.

The proposed Wharf and Anchor Regulation Bylaw and the Licence Agreement cannot be implemented separately.

**OPTIONS:**

- 1) Authorize the Mayor and Clerk to execute the Licence Agreement, with the necessary insertions and with such further amendments as may be recommended and agreed to by the Municipal Solicitor, and any related permits and documents necessary to give effect to the Licence Agreement;

AND

Give FIRST, SECOND and THIRD readings to:

- (a) Wharf and Anchor Regulation Bylaw 8450, 2021;
- (b) Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8462, 2021 (Amendment 53); and
- (c) Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 8464, 2021 (Amendment 68).

- 2) Direct staff to take other action.

Attachment 1 – Licence Agreement

Attachment 2 – Bylaw 8450

Attachment 3 – Bylaw 8462

Attachment 4 – Bylaw 8464



**SUBJECT: Deep Cove Licence Agreement with Port Authority and new Wharf and Anchor Regulation Bylaw**

May 18, 2021

Page 5

Respectfully submitted,



Andy Robinson  
Senior Park Ranger

REVIEWED WITH:					
<input type="checkbox"/> Community Planning	_____	<input type="checkbox"/> Clerk's Office	_____	External Agencies:	
<input type="checkbox"/> Development Planning	_____	<input type="checkbox"/> Communications	_____	<input type="checkbox"/> Library Board	_____
<input type="checkbox"/> Development Engineering	_____	<input checked="" type="checkbox"/> Finance	_____	<input type="checkbox"/> NS Health	_____
<input type="checkbox"/> Utilities	_____	<input type="checkbox"/> Fire Services	_____	<input type="checkbox"/> RCMP	_____
<input type="checkbox"/> Engineering Operations	_____	<input type="checkbox"/> ITS	_____	<input type="checkbox"/> NVRC	_____
<input checked="" type="checkbox"/> Parks	_____	<input checked="" type="checkbox"/> Solicitor	_____	<input type="checkbox"/> Museum & Arch.	_____
<input type="checkbox"/> Environment	_____	<input type="checkbox"/> GIS	_____	<input type="checkbox"/> Other:	_____
<input type="checkbox"/> Facilities	_____	<input type="checkbox"/> Real Estate	_____		
<input type="checkbox"/> Human Resources	_____	<input checked="" type="checkbox"/> Bylaw Services	_____		
<input type="checkbox"/> Review and Compliance	_____	<input type="checkbox"/> Planning	_____		

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**ATTACHMENT 1 TO COUNCIL REPORT  
LICENCE AGREEMENT WITH DRAFT PLAN**

NO. DNV117-11147F-001

**LICENCE AGREEMENT**

VANCOUVER FRASER PORT AUTHORITY

TO

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

---

DATED: As of April 1, 2021

AUTHORITY: Submission RE358-20 dated January 25, 2021 and approved  
[REDACTED]

REFERENCE: Certain water lot area, labelled **<TBD>**, District of North Vancouver, Province of  
British Columbia

---

LOCATION: South side of Deep Cove at the Gallant Avenue Terminus, District of  
North Vancouver, British Columbia

LICENCE PLAN: **<TBD>** dated **<TBD>**

NOTES: Changes:  
New:  
Deleted:

Document: 4795165

## LICENCE INDEX

<u>Description</u>	<u>Section</u>
Licence and Term.....	1
Licence Charges .....	2
Purpose .....	3
Termination.....	4
Licensee Covenants.....	5
Taxes.....	6
Licensor's Reservations .....	7
Environmental.....	8
Costs .....	9
Security Deposit <i>[Intentionally Deleted]</i> .....	10
Notice.....	11
Assignment.....	12
Waiver.....	13
Miscellaneous.....	14

Schedule "A" – Insurance Requirements

Schedule "B" – Licence Plan No. **<TBD>** dated **<TBD>**

**Schedule "C" – Additional Terms related to licensed area and NAA**

**Schedule "D" – Project Permit No. 20-168 dated**

**THIS LICENCE AGREEMENT** made effective the 1<sup>st</sup> day of **April, 2021**

**BETWEEN:**

**VANCOUVER FRASER PORT AUTHORITY**, a corporation established pursuant to the **Canada Marine Act**, with a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Licensor")

**AND:**

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality continued pursuant to the **Local Government Act**, with a place of business at 355 West Queens Road, North Vancouver, British Columbia, V7N 4N5

(the "Licensee")

**WITNESS** that in consideration of the covenants and agreements reserved and contained herein, the parties hereto covenant and agree as follows:

**1. Licence and Term**

1.1 The Licensor hereby grants the Licensee the non-exclusive licence to occupy that part of the waterlot more particularly known and described as **<TBC>**, located in the **District of North Vancouver**, British Columbia, as shown on Licence Plan No. **<TBC>** dated **<TBC>**, a copy of which is attached as Schedule "B" and forms part of this Licence Agreement (the "Licence Area").

1.2 The Licensor hereby designates the area on Licence Plan No. **<TBC>** that is outside of the Licence Area as an area where no anchorage is allowed (the "NAA"), as further described in Schedule "C".

1.3 This Licence Agreement shall be for a term of **FIVE (5) years** (the "Term") commencing on the 1<sup>st</sup> day of **April, 2021** (the "Commencement Date") and terminating on the 31<sup>st</sup> day of **March, 2026** (the "Termination Date"), subject however, to cancellation by either party pursuant to Section 4.1 or by the Licensor pursuant to Section 4.2.

**2. Licence Charges**

2.1 The Licensee shall pay to the Licensor, in lawful money of Canada, the sum of **TWO DOLLARS (\$2.00)**, plus goods and services tax ("GST") for the Term, the receipt and sufficiency of which is hereby acknowledged by the Licensor (the "Licence Charges").

**3. Purpose**

3.1 Notwithstanding any other provision of this Licence Agreement the Licensee shall only use the Licence Area for the purpose of **providing recreational boat moorage as a municipal service, (the "Purpose") and for all purposes ancillary to and associated with the Purpose, in accordance with the attached Schedule "C" and the Licensor's project permit no. 20-168 dated [redacted] (the "Project Permit")**, a copy of which is attached as Schedule "D" to this Licence Agreement, and for no other purpose or use whatsoever without the prior written consent of the Licensor, provided that the Licensee and its contractors may also use such moorage from time to time for any municipal purpose of the Licensee. In connection with such use, and in accordance with the Project Permit, the Licensee may install, construct, maintain, replace, manage and operate the Improvements, as defined in Section 3.2 and Schedule "B", and



may grant sublicences for short-term temporary moorage to recreational users ("Sublicensees") and regulate and manage the Licence Area in accordance with the terms set out in Schedule "B".

**3.2** In this Licence Agreement, "Improvements" means any buildings, structures, signs, works, equipment or other improvements constructed, erected, or placed on this Licence Area by or on behalf of the Licensee pursuant to this Licence Agreement.

#### **4. Termination**

**4.1** EITHER PARTY MAY TERMINATE THIS LICENCE AGREEMENT AT ANY TIME AT WILL AND WITHOUT CAUSE BY GIVING WRITTEN NOTICE OF SUCH TERMINATION TO THE OTHER PARTY AT LEAST **NINETY (90)** DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION.

**4.2** Notwithstanding Section 4.1, in the event the Licensee fails to observe or perform any of the covenants, agreements, provisions or conditions contained herein, the Licensor may, with or without notice, terminate this Licence Agreement and the rights herein granted.

**4.3** SEVEN (7) days after the termination of this Licence Agreement, any improvements or fixtures that remain within the Licence Area shall, at the option of the Licensor exercised by the Licensor giving notice to the Licensee as described in Section 11 below, be absolutely forfeited to and become the property of the Licensor.

#### **5. Licensee Covenants**

**5.1** The Licensee covenants and agrees with the Licensor:

(a) to observe, abide by and comply with all applicable statutes, laws, by-laws, orders, directions, ordinances and regulations of any lawful governmental authority in any way affecting the Licence Area and Improvements situate thereon, or its use and occupation. More specifically, but without limitation, the Licensee shall at all times and in all respects comply with and abide by all applicable labour, environmental and safety laws, by-laws and regulations including the Canadian Environmental Protection Act, the "Port Authorities Operations Regulations", the Impact Assessment Act, the Canadian Navigable Waters Act and the Fisheries Act;

(b) to keep the Licence Area free of all hazardous or contaminated material or substance, and not to cause or permit the Licence Area or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous or contaminated material or substance. The Licensee further covenants not to cause, or permit its agents, employees, contractors or Sublicensees to cause, anything to be done on the Licence Area which results in contamination or environmental damage to the Licence Area. The Licensee warrants and represents, to the best of the Licensee's knowledge, that its use and occupation of or any undertaking on the Licence Area is in compliance with all applicable laws;

(c) to accept the Licence Area in its present condition and on an "as is" basis in all respects, including but not limited to, the environmental condition of the Licence Area, and, in the event that the Licence Area is not suitable for use by the Licensee for any reason whatsoever, not to advance a claim against or seek reimbursement or indemnity from the Licensor for any related costs or damages;

(d) throughout the Term to keep the Licence Area in a safe, clean and sanitary condition to the satisfaction of the Licensor;

(e) to permit the Licensor, its servants and agents to enter upon the Licence Area at any time to examine its condition or for any other purpose whatsoever;

(f) not to construct, erect, or place any buildings, structures, signs or other improvements, or make any alterations or renovations thereto, on the Licence Area except in compliance with the Licensor's development permitting process and with the prior written consent of the Licensor, not to be unreasonably withheld, and

upon such reasonable terms and conditions as are required by the Licensor, except that the Licensee may place regulatory signage, buoys, and similar improvements upon notice to the Licensor;

(g) on the termination of this Licence Agreement:

(i) to peaceably quit and deliver possession of the Licence Area to the Licensor **and either:**

(1) **remove; or**

(2) **abandon,**

**any or all Improvements from the Licence Area in accordance with the directions of the Licensor, acting reasonably, and exercised by the Licensor giving notice to the Licensee as described in Section 11 below; and**

(iii) subject to sections 8.3 and 8.5, to return the Licence Area **as nearly as reasonably practicable** to the same condition as existed immediately prior to the Licensee's entry onto the Licence Area.

The Parties hereto agree that, to the extent necessary, this covenant shall survive the expiration or termination of this Licence Agreement;

(h) to obtain, maintain and pay for, throughout the Term of this Licence Agreement, the insurance described in Schedule "A" hereto;

(i) to pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Licensee as the same become due, provided that if the Licensee defaults in the payment of any of the premiums or sums of money, the Licensor may (but will be under no obligation to) pay the same and the amount so paid will be added to the Licence Charges and will be payable to the Licensor immediately;

(j) to deliver to the Licensor from time to time, on demand, copies of all current policies of insurance required to be maintained by the Licensee hereunder;

(k) to obtain all consents and permits required;

(l) not to permit any charge or encumbrance including any Builder's Lien to be filed or registered against the Licence Area by reason of any work, services or materials supplied or claimed to have been supplied to the Licensee;

(m) **to comply with the terms and conditions set out in the Project Permit; and**

(n) **to ensure that the covenants set out in subsections 5.1(a) through (m) above are observed abided by and complied with by its employees, contractors, subcontractors, and agents; and**

(o) **to ensure that the Licence Area is used by invitees or Sublicensees of the Licensee in accordance with the covenants set out in subsections 5.1(a) through (f) above, which may be enforced by the Licensee's bylaws or other regulatory mechanisms.**

5.2 The Licensee shall indemnify and save the Licensor harmless in respect of all loss, damage, costs, claims and liabilities, including fees of solicitors and other professional advisors and including damage to property outside the Licence Area, arising out of or in any way connected with:

(a) any breach, violation or non-performance of any covenant, condition or agreement in this Licence Agreement by the Licensee;



- (b) any personal injury, death or property damage occurring on the Licence Area or any property loss or damage arising out of or in any way connected with the use and occupation of the Licence Area **by the Licensee, or by any agent, employee, contractor of the Licensee, or any other party for whom the Licensee is responsible in law;**
- (c) the Licence Area being or being found to be contaminated, where such contamination arose out of or is in any way connected with the use or occupation of the Licence Area **by the Licensee, or by any agent, employee, or contractor of the Licensee, or any other party for whom the Licensee is responsible in law;**
- (d) the need to take any remedial action as a result of contamination on or off the Licence Area, where such contamination arose out of or is in any way connected with the use or occupation of the Licence Area **by the Licensee, or by any agent, employee, or contractor of the Licensee, or any other party for whom the Licensee is responsible in law;** or
- (e) the storage, treatment, generation, transportation, processing, handling, production or disposal of any contaminated or hazardous material or substance on, of or from the Licence Area by the Licensee, or by any agent, employee, or contractor of the Licensee, or by any other party for whom the Licensee is responsible in law,

and the Licensor may add the amount of such loss, damage, costs and liability to the Licence Charge and the amount so added shall be payable to the Licensor immediately.

**5.3 If, in accordance with Section 5.1(g), the Licensor directs the Licensee to abandon any or all of the Improvements from the Licence Area, then the Licensor shall release the Licensee from further liability respecting those Improvements.**

## **6. Taxes**

6.1 The Licensee shall pay when due all taxes or payments in lieu of taxes, including property taxes, rates, levies, duties, fees, charges and assessments (including taxes assessed, charged or levied as local improvement or business taxes) that are at any time during the Term of this Licence Agreement assessed, charged or levied upon or in respect of, the Licence Area or any part of the Licence Area, or in respect of any structures or improvements within the Licence Area (including structures or improvements which may be placed upon the Licence Area during the Term of this Licence Agreement).

6.2 If any of the taxes, rates, duties, assessments or payments in lieu of taxes payable by the Licensee pursuant to Section 6.1 are not separately charged or levied against the Licence Area or the Licensee, the Licensor will allocate a pro rata portion of such taxes, rates, duties, assessments or payments in lieu of taxes to the Licence Area and invoice the Licensee and the Licensee will pay such taxes, rates, duties, assessments or payments in lieu of taxes forthwith after receipt of the invoice.

## **7. Licensor's Reservations**

7.1 The Licensor has reserved:

- (a) the right to occupy the Licence Area from time to time, in common with the Licensee; and
- (b) **the right to grant** other parties the right to occupy the Licence Area, from time to time, in common with the Licensee, **subject to the written consent of the Licensee.**

## **8. Environmental**

8.1 If at any time during the Term of this Licence Agreement, the Licensor obtains any evidence or information which gives the Licensor reasonable grounds to believe that potential environmental problems may exist



on the Licence Area, the Licensor may conduct an environmental audit of the Licence Area. If the audit discloses that Licensee or its employee, agent or contractor, or any party for whom the Licensee is responsible in law, released or otherwise introduced any hazardous and contaminated materials or substances on the Licence Area, then the audit shall be conducted, in form and substance satisfactory to the Licensor, at the Licensee's expense.

8.2. The Licensee shall be responsible for, undertake and bear the costs of all investigations, studies, sampling, testing, clean-up, remediation, removal and disposal of all hazardous and contaminated materials or substances within the Licence Area, including soil and water, toxic or otherwise, and any other remedial actions which are, in the opinion of the Licensor, necessary to effect the restoration of any damaged environment or habitat, where the same arises, during or after the Term and results from the Licensee's use and occupation of, or any undertaking of the Licensee or its employees, agents or contractor, or any party for whom the Licensee is responsible in law, on the Licence Area.

8.3 **Notwithstanding anything to the contrary in this Licence Agreement, the Licensee is not, and shall not be, responsible for any contamination or hazardous or contaminated material or substance, including, without limitation, soil and water, toxic or otherwise, that were present within or outside the Licence Area prior to the Commencement Date, or for any investigations, audits, studies, sampling, testing, clean-up, remediation, removal or disposal of the same, any other remedial actions related thereto, or any costs or expenses in connection therewith, and shall not be required to indemnify the Licensor in connection with any of the foregoing.**

8.4 The Licensee shall, as soon as possible, advise the Licensor by calling the Licensor's Operations Centre at 604-665-9086 and following up in writing, of any potential environmental problems, including contamination or suspected contamination on the Licence Area.

8.5 **Notwithstanding anything to the contrary in this Licence Agreement, the Licensee is not, and shall not be, responsible to the Licensor for contamination or hazardous or contaminated substances or materials, including, without limitation, soil and water, toxic or otherwise, or for any investigations, audits, studies, sampling, testing, clean-up, remediation, removal or disposal of the same, any other remedial actions related thereto, or any costs or expenses in connection therewith, where such contamination or hazardous or contaminated substances or materials were introduced, stored, created, released or otherwise caused by, or are otherwise present by reason of:**

- (a) the Licensor;
- (b) third party sources entirely independent of the Licensee except as arising from a breach of the Licensee's obligations under this Licence Agreement;
- (c) activities on adjacent waters; or
- (d) Sublicensee use of the Licence Area, except to the extent that the same arises from the negligence or wilful misconduct of the Licensee, its employees, agents or contractors,

and the Licensee shall, other than as arising from breach, negligence or willful misconduct as excepted above, have no obligation to indemnify the Licensor with respect to any of the foregoing.

## 9. Costs

9.1 The Licensee shall pay to the Licensor its standard documentation fee promptly upon demand and any and all expenses incurred, including all reasonable solicitors fees and expenses, in any suit brought for recovery of possession of the Licence Area, for the recovery of any amount due under provisions of this Licence Agreement, or because of the breach of any other covenants contained in this Licence Agreement on the part of the Licensee to be kept or performed. The Licensee's documentation fee shall be \$ 300, plus GST.

9.2 Each and every payment accruing under the provisions herein by the Licensee to the Licensor and

all costs incurred by the Licensor in enforcing the provisions herein shall bear simple interest at the rate of EIGHTEEN PERCENT (18%) per annum calculated annually from the date when same shall become payable under the terms herein until the same shall be paid, and such interest shall accrue and be payable without the necessity of any demand therefor being made.

9.3 If any Improvements on the Licence Area are forfeited to and become the property of the Licensor under this Licence Agreement, the Licensor may remove them from the Licence Area and the Licensee shall, on demand, compensate the Licensor for all costs incurred by the Licensor respecting their removal.

9.4 The Licensor shall be entitled to recover reasonable costs incurred by the Licensor in cleaning up the Licence Area and returning the Licence Area to the condition that existed immediately prior to the Licensee's entry onto the Licence Area.

9.5 The Licensee must post, at its own cost, all signs and warnings required by the Licensor or any other regulatory authority.

**10. Security Deposit *[Intentionally Deleted]***

**11. Notice**

11.1 Any notice or other communication required to be given under or pursuant to this Licence Agreement shall be in writing and signed and delivered by:

- (a) delivery in person;
- (b) mail;
- (c) facsimile transmission; or
- (d) email attaching an electronic copy,

to the representative of the party to whom such notice is to be given at the following locations respectively:

**If to the Licensor:**

Vancouver Fraser Port Authority  
100 The Pointe  
999 Canada Place  
Vancouver, British Columbia  
V6C 3T4  
Attention: Director, Real Estate  
Facsimile: 1-866-212-1686  
Email: [DirectorRE@portvancouver.com](mailto:DirectorRE@portvancouver.com)

**If to the Licensee:**

District of North Vancouver  
355 West Queens Road  
North Vancouver, British Columbia  
V7N 4N5  
Attention:   
Facsimile:   
Email:

or at such other location as either party shall advise by notice from time to time.



11.2 Any notice, demand or other communication shall be effective upon actual receipt and if sent by email to the Licensor, when acknowledgement is received from the Licensor. Notice by mail shall be deemed to have been delivered on the FIFTH (5<sup>th</sup>) business day after the day of mailing. In the event of disruption of mail services, all such notices and other communications shall be delivered with written acknowledgement of receipt rather than by mail.

11.3 The parties agree to provide each other with notification of a change of address, including email address, within THIRTY (30) days of any changes.

## **12. Assignment**

12.1 The Licensee shall not transfer, assign, mortgage or otherwise charge the Licence Area, this Licence Agreement or any of the rights herein.

## **13. Waiver**

13.1 The failure of the Licensor to insist upon the strict performance of any covenant or condition contained in this Licence Agreement or to exercise any right under this Licence Agreement will not be construed or operate as a waiver of the covenant or condition, and no waiver shall be inferred from or implied by anything done or omitted to be done by the Licensor.

## **14. Miscellaneous**

14.1 Sections 5.1(a), 5.1(b), 5.2, 8.1, 8.2 and 8.3 and 8.5 survive the expiration or earlier termination of this Licence Agreement and any bankruptcy or insolvency on the part of the Licensee.

14.2 The Licensee acknowledges that there have been no representations, warranties or covenants made by the Licensor in any manner whatsoever other than as provided herein, and without restricting the generality of the foregoing, there is no representation or warranty by the Licensor as to the validity of its title to the Licence Area and there is no obligation on the Licensor to pave or otherwise improve the Licence Area or ready it in any manner for use and occupation by the Licensee and its employees.

14.3 Upon the termination of this Licence Agreement, the Licensor may, without notice, remove any motor vehicles or other chattels on the Licence Area at the Licensee's risk and expense and the Licensee shall, on demand, compensate the Licensor for all costs incurred by the Licensor respecting their removal.

14.4 Nothing in this Licence Agreement shall be interpreted as giving the Licensee exclusive possession of the Licence Area or a legal demise of any interest therein.

14.5 Time is of the essence in this Licence Agreement.

14.6 This Licence Agreement may not be amended or modified except in writing signed by the parties.

14.7 Throughout the Term the Licensor shall not be responsible for the security of persons and property on the Licence Area.

14.8 All headings and captions appearing in this Licence Agreement have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Licence Agreement or any provision thereof.

14.9 This Licence Agreement may be signed in counterparts and transmitted by electronic means. Each counterpart shall be deemed an original and all counterparts together shall constitute one agreement.

14.10 This Licence Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and in cases where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction

of the courts of the Province of British Columbia save and except in the circumstance where the federal court has exclusive jurisdiction.

**[Remainder of Page Intentionally Left Blank]**

14.11 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**IN WITNESS WHEREOF** the parties have executed this Licence Agreement as of the day and year set out below.

SIGNED AND DELIVERED on behalf  
of **VANCOUVER FRASER PORT**  
**AUTHORITY** by its authorized signatories:

\_\_\_\_\_  
Print Title: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Secretary

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

SIGNED AND DELIVERED on behalf  
of **THE CORPORATION OF THE DISTRICT OF**  
**NORTH VANCOUVER** by its authorized signatory(ies):

\_\_\_\_\_  
Print Title: \_\_\_\_\_

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

\_\_\_\_\_  
Print Title: \_\_\_\_\_

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



## SCHEDULE "A"

### **INSURANCE:**

Section I Commercial General Liability Insurance in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per occurrence, to cover all operations of the Licensee at or about the Licence Area. Such insurance shall include the following endorsements:

- (a) Contractual Liability (including this Licence Agreement);
- (b) Non-owned Automobiles;
- (c) Products and Completed Operations;
- (d) Broad Form Property Damage;
- (e) Cross Liability;
- (f) Employees as Additional Insureds;
- (g) Contingent Employer's Liability;
- (h) Personal Injury; and
- (i) Licensee's Legal Liability (if applicable).

Section II Pollution Liability (on a "Sudden and Accidental" basis) in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per claim to cover the release of pollutants resulting from the Licensee's use and occupancy of the Licence Area.

Section III Property Insurance on an "all risk" basis (including coverage for the perils of flood and earthquake) in an amount not less than the full replacement cost of such property, which shall include, but not be limited to the following:

- (a) Licensee Improvements, buildings, fixtures and appurtenances, installations, electrical distribution systems, docks, wharves, subsurface facilities and petroleum facilities situated on the Licence Area; and
- (b) Licensor's Property, as designated by the Licensor. The value of such property shall be determined by independent valuation, at the Licensee's sole cost and expense.

Section IV Workers' compensation coverage in respect of all Licensee's employees, workers and servants engaged in any work in or upon the Licence Area or in the event workers' compensation coverage is not available under the applicable legislation, employer's liability insurance in lieu thereof.

General (Applicable to Sections I through IV)

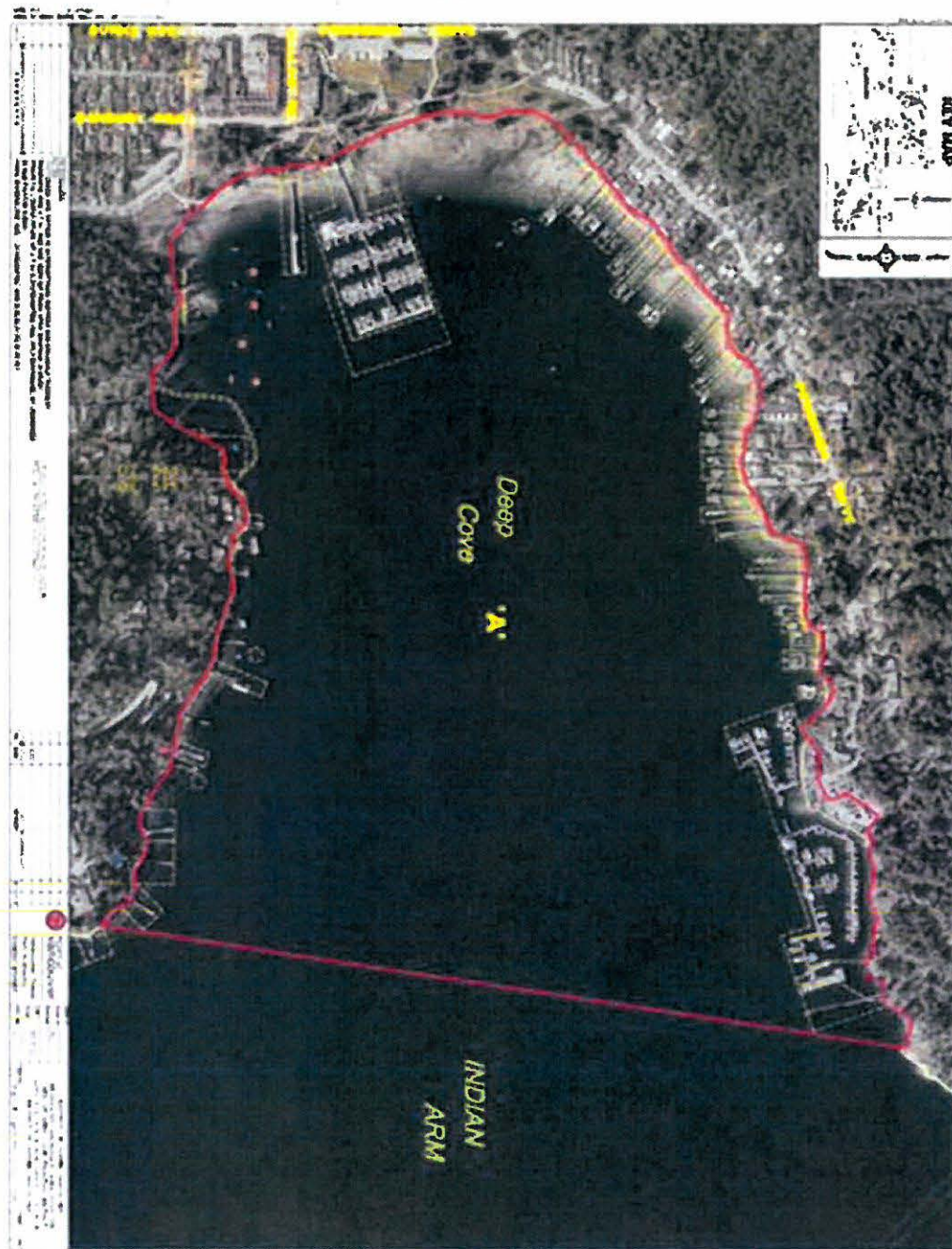
- (a) The insurance specified in Sections I and II hereunder shall name the Vancouver Fraser Port Authority (the "Licensor") and Her Majesty the Queen in Right of Canada as Additional Insureds;
- (b) Evidence of the insurance specified hereunder (and subsequent renewals thereof) shall be delivered to the Licensor prior to the Commencement Date and subsequent insurance policy renewals shall be delivered forthwith following receipt of renewal documents by the Licensee;
- (c) Deductibles, if any, which are applicable to the insurance specified hereunder, shall be borne by the Licensee;
- (d) All insurance policies shall be in a form and with insurers acceptable to the Licensor. All insurance policies shall be issued by insurers licensed to do business in the Province of British Columbia;

- (e) intentionally deleted;
- (f) Additional insurance and/or increased coverage minimums, if deemed necessary by the Licensor, shall be provided by the Licensee, at the sole cost of the Licensee. If requested by the Licensee, the Licensor shall provide an explanation as to the reasons for such additional insurance;
- (g) The Licensee may meet any of the insurance obligations hereunder through a program of "Self-Insurance", subject to the approval of the Licensor. The Licensor reserves the right to request any additional information it deems necessary to evaluate the adequacy of such "Self-Insurance"; and
- (h) The limits of insurance specified in this Schedule "A" in no way define or limit the obligation of the Licensee to indemnify the Licensor in the event of a loss.

SCHEDULE "B"

LICENCE PLAN NO. <TBC> DATED <TBC>

**[NOTE: orange dots are approximate buoy locations]**





## SCHEDULE "C"

The Licence Area is referred to in this schedule as the "licensed area".

The Improvements will include four cardinal buoys. The Licensor will inspect and maintain the cardinal buoys, as required.

The Licensee may sublicense all or parts of the licensed area to Sublicensees who wish to moor their recreational boats on a temporary basis (a "**Sublicence Agreement**"), provided that the Licensee will not grant any Sublicence Agreement permitting "live aboards" within the licensed area. Notwithstanding the foregoing, the Licensee may grant Sublicence Agreements permitting Sublicensees to remain moored within the licensed area for up to 72 hours and to sleep on their boat during such period.

Subject to the terms of the Licence Agreement with the Licensor, the Licensee will have discretion with respect to the management and regulation of the licensed area, and the terms of any Sublicence Agreement, including the following:

1. access to and within the licensed area;
2. duration of anchorage/moorage;
3. fines, fees and charges;
4. maintenance standards for any recreational vehicles within the licensed area; and
5. removal of any boats (derelict, in trespass or otherwise) from the licensed area.

The Licensee will manage the daily operation of the licensed area itself or through a contractor. The Licensee will use any fees or charges it collects pursuant to any Sublicence Agreements to support the Licensee's recreational boat moorage service.

With respect to the NAA, the Licensor will, in its discretion, regulate unauthorized boats pursuant to the Canada Marine Act, including:

1. patrolling and monitoring the NAA for compliance;
2. removing boats or vessels that anchor within any part of the NAA;
3. removing derelict boats, derelict vessels, debris and items that may affect navigation;
4. raising awareness with boaters that they are not allowed to anchor in the area; and
5. making information about the licensed area widely available by reasonable means.

**SCHEDULE "D"**

**PROJECT PERMIT NO. 20-168 DATED**



The Corporation of the District of North Vancouver

Bylaw 8450

A bylaw to regulate *wharf* and anchorage services within the District of North Vancouver

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. **Citation**

This bylaw may be cited as "Wharf and Anchor Regulation Bylaw 8450, 2021".

2. **Application**

This bylaw applies in respect of all wharves in the District of North Vancouver listed in Schedule A of this bylaw and all *waterlot areas*.

3. **Definitions**

In this bylaw:

***abandon*** means to leave a *vessel* or *watercraft* at a *wharf* or anywhere in a *waterlot area* for longer 48 hours, except as otherwise permitted under this bylaw;

***anchor buoy*** means a buoy installed by the *District* within a *waterlot area* and intended for the temporary *moorage* of a *vessel* or *watercraft*;

***bare boat charter*** means a *vessel* charter agreement under which the charterer has complete possession and control of the *vessel*, including the right to appoint its master and crew, and uses the *vessel* exclusively for pleasure purposes and does not, directly or indirectly, derive remuneration from any persons carried on board;

***berth*** means a location at a *wharf* where a *vessel* or *watercraft* may be moored;

***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 and includes, without limitation, the offering or advertising of the same;

***bylaw enforcement officer*** means a person appointed by the *District* whose duties include bylaw enforcement, including bylaw enforcement officers, park rangers, and environmental protection officers, and members of the Royal Canadian Mounted Police;

***Canada Shipping Act*** means the *Canada Shipping Act*, S.C. 2001, c. 26, as amended or replaced from time to time;

***Council*** means the Council of The Corporation of the District of North Vancouver;

***day*** means a calendar day beginning at midnight on day one and ending at midnight on the next day;

**District** means The Corporation of the District of North Vancouver;

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

**emergency service vessel** means a police, fire, search and rescue, or ambulance vessel;

**emergency vehicle** means police vehicle, ambulance or fire department vehicle;

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

**Explosives Act** means the *Explosives Act*, R.S.C. 1985, c. E-17, as amended or replaced from time to time;

**Fees and Charges Bylaw** means the District's *Fees and Charges Bylaw*, as amended or replaced from time to time;

**float** means a floating structure designed or used for the mooring or berthing of vessels and includes a floating *wharf* but excludes an *anchor buoy*;

**length** means

- (a) in the case of a vessel registered under the *Canada Shipping Act*, as amended or replaced from time to time, the length as shown in the Certificate of Registry issued by Transport Canada;
- (b) in the case of a vessel licensed under the *Small Vessel Regulation* of the *Canada Shipping Act*, the *length* from the fore part of the head of the stem to the after part of the head of the stern post; and
- (c) in the case of a vessel that is not registered or licensed under (a) or (b), the horizontal distance measured between perpendiculars erected at the extreme ends of the outside of the hull;

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

**Liquor Control and Licensing Act** means the *Liquor Control and Licensing Act*, S.B.C. 2015, c. 19, as amended or replaced from time to time;

**live-aboard** means the use of a vessel or *watercraft* for living accommodation;

**loading zone** means that area of a *wharf* designated solely for loading and unloading passengers, supplies or gear and identified by a yellow painted tie-rail or yellow painted lines at the *wharf* head;

**month** means a period commencing on the first day in any calendar month and terminating on the last day of that month;

**moor** means to secure a *vessel* or *watercraft* by means of lines, cables or anchors;

**moorage fee** means a charge levied in respect of a *vessel* or *watercraft*, that is moored at a *berth* or *anchor buoy*, or part thereof, or is fastened to any other *vessel* or *watercraft* occupying a *berth*;

**moorage licence agreement** means an agreement for prepaid *moorage* in the form approved by the *ports manager* from time to time;

**Offence Act** means the *Offence Act*, R.S.B.C. 1996, c. 338, as amended or replaced from time to time;

**owner** means the owner or operator of a *vessel* or *watercraft*, or the master of a *vessel*;

**ports manager** means the *District's* Parks Manager or other person appointed as ports manager by the *District*;

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

**reservation period** means the period during which a person is permitted to *moor* at an *anchor buoy* in accordance with this bylaw, as reserved using the *District's* online registration system;

**seaplane** means an aircraft on *floats*, whether operated privately or commercially;

**school water taxi** means any *vessel* or *watercraft* used to transport schoolchildren, where no fee is charged to the passengers;

**taxi/emergency licence agreement** means a licence agreement in the form approved by the *ports manager* from time to time;

**Transport of Dangerous Goods Act** means the *Transport of Dangerous Goods Act*, R.S.B.C. 1996, c. 458, as amended or replaced from time to time;

**vessel** means any ship or boat which is or can be propelled by a motor;

**watercraft** means any ship or boat or any other description of *vessel* that is not propelled by machinery;

**waterlot area** means an area leased or licensed to the *District* in which is located a *wharf* or *anchor buoy* and includes the area indicated in Schedule B of this bylaw;

**water taxi** means any *vessel* or *watercraft* used to transport passengers or material for a fee; and

**wharf** means a landing pier, ramp or *float* for *vessels* and *watercraft* that is owned or maintained by the *District* and includes those listed in Schedule A of this bylaw.

#### 4. Public Conduct

- (a) No person shall obstruct or interfere with any person, *vessel* or *watercraft* lawfully using a *wharf* or *anchor buoy*.
- (b) No person shall behave in a disorderly, dangerous or offensive manner on a *wharf* or in a *waterlot area*.
- (c) No person shall bring a live animal onto a *wharf* unless the animal is:
  - (i) on a leash; and
  - (ii) being conveyed to or from a *vessel* or *watercraft* while under the control of the *owner* or user of the *vessel* or *watercraft*.
- (d) No person shall engage in any fishing or crabbing at or from any *wharf* or in any *waterlot area*, except that such activities may be undertaken in designated areas at Cates Park Wharf from October 17 to April 15 in any year in accordance with posted notices.
- (e) No person shall jump off of a *wharf*.
- (f) No person shall, while on a *wharf* or in a *waterlot area*, make any amplified sound or operate any equipment that disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.
- (g) No person shall possess an open container of *liquor* at a *wharf*.
- (h) No person shall use the surface of a *wharf* for any maintenance or repair work.
- (i) No person shall refuel or maintain motorized equipment or use paints, solvents or other materials toxic to fish or humans on a *wharf* or in a *waterlot area*.
- (j) No person shall do any other thing in such a manner as to impede the use of a *wharf* or *anchor buoy* for short-term *moorage* and access.
- (k) No person except the *ports manager* or his or her designate shall place, post or erect a sign on a *wharf* or *anchor buoy*.
- (l) No person shall store or leave any property or material of any kind, including a *watercraft*, on the surface of a *wharf* or in a *waterlot area*, except in an area on a *wharf* designated as a storage area by a sign indicating the area is a storage area.
- (m) No person shall deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a *wharf* or in a *waterlot area*.
- (n) No person shall encroach on the foreshore by the grounding of *vesse/s* or equipment or create other disturbance of the foreshore or seabed.

**5. Damage**

- (a) No person shall remove, destroy or damage any *wharf* or *anchor buoy*, or any structure or sign attached to a *wharf* or *anchor buoy*.
- (b) No person shall remove, destroy or damage any notices, rules or regulation posted on a *wharf* or *anchor buoy* by or under the authority of the *District*.

**6. Loading zone**

- (a) No person shall cause a *vessel* or *watercraft* to be left unattended at or adjacent to a *loading zone*.
- (b) Every person using a *loading zone* shall immediately vacate the *loading zone* for an emergency *vessel* operating in the case of an emergency.
- (c) No person shall cause a *vessel* or *watercraft* or vehicle to remain moored in a *loading zone* for a period in excess of 15 minutes, except for emergency *vessels* in the course of training exercises or emergency situations.

**7. Commercial Activity**

- (a) No person shall sell, expose or display for sale any goods or materials, including refreshments, or conduct any *business* on a *wharf* or in a *waterlot area*. This subsection does not prohibit the use of a *wharf* to transport commodities or goods, other than construction or building supplies, materials, or equipment, to or from a *vessel* or *watercraft* moored at a *wharf*.
- (b) No *vessel* or *watercraft* which is being used for *business* or commercial services shall *moor* at an *anchor buoy* or a *wharf*.

**8. Construction and Installation**

- (a) No person shall build upon or place any structure on a *wharf* except as authorized under this bylaw.
- (b) No person shall place, construct, install or leave any unauthorized buoy, *float* or other structure or object in a *waterlot area*.
- (c) No person shall use a *wharf* for the loading or unloading of construction or building supplies, materials or equipment.

**9. General Moorage Restrictions**

- (a) No person shall *moor* any *vessel* or *watercraft* in a *waterlot area*, except at a *wharf* or *anchor buoy*.
- (b) No person shall *moor* a *vessel* or *watercraft* at an *anchor buoy* without first registering and reserving the use of that *anchor buoy* using the *District's* online registration and reservation system and providing such information as is required by the *ports manager* in connection with such registration and reservation.



- (c) No person shall cause any *vessel* or *watercraft* to be moored at an *anchor buoy* before their *reservation period* commences or after their *reservation period* has expired.
- (d) No person shall cause any *vessel* or *watercraft* to be moored at an *anchor buoy* for more than 72 hours in any calendar *month*, which 72 hours may be consecutive or non-consecutive.
- (e) No person shall cause any *vessel* or *watercraft* to remain moored overnight at a wharf or in excess of twelve hours, except for:
  - (i) *vessels* in respect of which an *owner* has prepaid *moorage fees* and entered into a *moorage licence agreement*, in which case *moorage* is permitted for 18 hours in a one *day* period; and
  - (ii) *emergency service vessels* and *emergency vehicles* in the course of emergency situations.
- (f) No person shall secure the *berth* of any *vessel* or *watercraft* at a *wharf* or *anchor buoy* by use of a lock or otherwise in a manner that prevents the removal or relocation of the *vessel* or *watercraft*.
- (g) When required by limited mooring space any person in charge of a *vessel* or *watercraft* may *raft* the *vessel* or *watercraft* at a *wharf*, provided that no person shall *raft* more than two *vessels* or *watercrafts*, or such lower or higher number of *vessels* or *watercrafts* as may be specified by a sign posted at a *wharf*.
- (h) No person shall *raft* a *vessel* or *watercraft* at an *anchor buoy*.
- (i) No person shall *moor* a *vessel* at an *anchor buoy* unless such *vessel* is insured and registered with Transport Canada or its replacement or successor from time to time.
- (j) No person shall *moor* a *water taxi* or a *school water taxi* at a *wharf* unless they have first entered into a *taxi/emergency licence agreement* and paid the required fees.
- (k) No person shall use any *vessel* or *watercraft* moored at a *wharf* or *anchor buoy* for *live-aboard* activity, except as permitted under section 9(d).
- (l) No person shall flush *vessel* heads at a *wharf* or *anchor buoy* or elsewhere in a *waterlot area*.
- (m) No person shall *moor* a *vessel* or *watercraft* at a *wharf* or *anchor buoy* in such a manner as to unduly obstruct the movement of other *vessels* or *watercraft*.
- (n) No person shall tie lines fastening a *vessel* or *watercraft* to a *wharf* across the *wharf* or to anything other than the fastenings provided for the purpose of *moorage*.

- (o) No person shall cause or permit any *vessel* or *watercraft* to remain in any *waterlot area* for longer than six hours unless moored to a *wharf* or *anchor buoy*.

#### **10. Vessel Restrictions**

- (a) No person shall *moor* a *vessel* or *watercraft* in excess of 36 feet in *length* at a *wharf*.
- (b) No person shall *moor* a *vessel* or *watercraft* in excess of 40 feet in *length* at an *anchor buoy*.
- (c) No person shall load or unload passengers to or from a *seaplane*, commercial *vessel* or charter *vessel* at a *wharf*, except that passengers may be loaded or unloaded from a charter *vessel* or *school water taxi* at a *wharf* with a valid licence issued by the *ports manager*. This section does not apply to *bare boat charters*.

#### **11. Abandonment**

No person shall *abandon* a *vessel* or *watercraft* at a *wharf* or in a *waterlot area*.

#### **12. Dangerous Goods**

- (a) No person shall *moor* a *vessel* or *watercraft* carrying *dangerous goods* or explosives at a *wharf* or *anchor buoy*.
- (b) No person shall store, treat, generate, transport, process, handle, produce or dispose of any *dangerous goods*, *explosives* or hazardous or contaminated materials or substances on a *wharf*, in a *waterlot area*, or while moored at a *wharf* or *anchor buoy*.

#### **13. Responsibility**

For the purpose of this bylaw, the *owner* of a *vessel* or *watercraft* is deemed to be responsible for the *vessel* or *watercraft* and the actions of its crew.

#### **14. Public Moorage Fees Applicable to Wharves and Anchor Buoys**

Every *owner* or operator of a *vessel* or *watercraft* moored at the *wharf* or *anchor buoy* shall:

- (a) pay in advance or, where applicable, immediately upon mooring the *vessel* or *watercraft* to a *wharf*, the fees prescribed in the *Fees and Charges Bylaw*, except that an *emergency service vessel* is not required to pay such fee when performing emergency services or training exercises so long as it has paid the annual fee for *emergency service vessels* as set out in the *Fees and Charges Bylaw*;
- (b) pay in advance, prior to mooring the *vessel* or *watercraft* to an *anchor buoy*, the *moorage fees* prescribed in the *Fees and Charges Bylaw*, which *moorage fees* shall be paid online through the *District's* online reservation and registration system;

- (c) when moored at a *wharf*, prominently display a valid ticket or licence to *moor* the *vessel* or *watercraft*:
  - (i) at the window of a wheelhouse of a power boat or sailboat;
  - (ii) at the transom or tiller or wheel of a sailboat; or
  - (iii) in some other visible location where the *vessel* or *watercraft* has no window, tiller or wheel;
- (d) if such *vessel* is an *emergency service vessel*, enter into a *taxi/emergency licence agreement*, pay in advance the prescribed annual fee set out in the *Fees and Charges Bylaw*, and, except when the *emergency service vessel* is being actively used in connection with an emergency or training exercises, also pay the *moorage fees* payable under sections 10(a) and 10(b) hereof; and
- (e) if such *vessel* is a *school water taxi*, enter into a *taxi/emergency licence agreement*, and pay in advance the annual licence fee and the estimated annual landing fee prescribed in the *Fees and Charges Bylaw*, provided that the actual annual landing fee will be determined and adjusted at the end of each licence period.

## 15. Ports Manager

- (a) The *ports manager* is responsible for the operation, administration and management of wharves and *anchor buoys* and may post signs and give such orders, either orally or in writing, as may be necessary in connection with the implementation and enforcement of this bylaw.
- (a) Without limiting (a), the *ports manager* may:
  - (i) establish *moorage*, storage and loading areas at a *wharf* or *anchor buoy*;
  - (ii) order a *vessel* or *watercraft* to leave a *wharf* or *anchor buoy* or to move or alter its position at the *wharf*;
  - (iii) direct the position, time, place and manner in which a *vessel* or *watercraft* may be moored, loaded or unloaded at a *wharf* or *anchor buoy*;
  - (iv) establish the terms and forms of licences that may be granted under this bylaw;
  - (v) establish criteria for the granting or refusal of licences and sublicenses; and
  - (iv) prohibit a person from mooring a *vessel* or *watercraft* at a *wharf* or *anchor buoy* where there are unpaid *moorage fees*, either under this bylaw or a predecessor bylaw, in respect of that *vessel* or *watercraft* or in respect of a different *vessel* or *watercraft* owned or operated by that person, until such time as all such unpaid fees are paid in full to the *District*.

- (b) No person shall contravene a sign or order of the *ports manager*.
- (c) No person shall hinder, oppose, molest or obstruct the *ports manager* in the discharge of their duties.
- (d) The *ports manager* is authorized to enter into *moorage licence agreements* and *taxi/emergency licence agreements* in the forms prescribed by this bylaw and to execute such agreements on behalf of the *District*.

#### **16. Removal and Impoundment of Vessels, Watercraft, Chattels and Obstructions**

- (a) Every *owner* of a *vessel* or watercraft shall move or alter its position when ordered to do so by a *bylaw enforcement officer*.
- (b) Where a *vessel*, watercraft or goods are not removed from a *wharf*, *anchor buoy* or *waterlot area* immediately after the removal thereof is ordered by a *bylaw enforcement officer*, the *bylaw enforcement officer* may have the *vessel*, watercraft or goods removed from the *wharf*, *anchor buoy* or *waterlot area* and the costs of such removal shall be payable by the *owner*.
- (c) Any *vessel*, *watercraft*, chattel or obstruction that occupies a *wharf*, *anchor buoy* or *waterlot area* in contravention of this bylaw, may be immediately removed, detained and impounded by any person authorized to do so by the *ports manager* or a *bylaw enforcement officer*.
- (d) Any *vessel*, *watercraft*, chattel or obstruction removed, detained or impounded under this section may be recovered by the *owner* upon presenting proof of ownership and upon payment in full to the *ports manager* of the applicable fees and charges.
- (e) If a *vessel*, *watercraft*, chattel or obstruction is removed, detained or impounded and not claimed by its *owner* within 48 hours, the *ports manager* shall make reasonable efforts to obtain the name and address of the *owner* or person last in charge of the *vessel*, *watercraft*, chattel or obstruction. If the identity of the *owner* is determined, the *ports manager* shall give written notice by registered mail to the *owner* advising the *owner* of the removal and impoundment, the sum payable to release the *vessel*, *watercraft*, chattel or obstruction and the date of advertising for sale by public auction if unclaimed.
- (f) The fees and charges payable by the *owner* of a *vessel*, *watercraft*, chattel or obstruction removed, detained or impounded under this section are set out in the *Fees and Charges Bylaw*.

#### **17. Public Auction**

- (a) Any *vessel*, watercraft, chattel or obstruction not claimed by its *owner* within 7 days of its impoundment or detention may be sold at public auction and such auction shall be advertised at least once in a daily newspaper circulating in the *District*.

- (b) Should any *vessel, watercraft*, chattel or obstruction not be purchased at public auction under this section, then it shall be disposed of in the *District* dump, or place approved by the *ports manager*, and the expenses incurred in the removal or disposal, less the proceeds (if any) of disposal, are recoverable as a debt due to the *District* from the *owner*.
- (c) Where any *vessel, watercraft*, chattel or obstruction has an apparent market value of less than \$250.00, as determined by the *ports manager* in their discretion, it may be removed and disposed of by the *District* without notice to the *owner* and the full costs of removal and disposal shall be charged to the *owner* and shall be a debt due and owing to the *District*.
- (b) The proceeds of such auction sale shall be applied firstly to the cost of the sale, secondly to all unpaid fees, costs and expenses levied in accordance with this bylaw and thirdly the balance, if any, shall be held by the *District* for one year from the date of sale for the *owner*, without interest. If unclaimed at the end of the year, such sum shall be paid into the general revenue of the *District*.

#### 18. Offences and Enforcement

- (a) *Bylaw enforcement officers* are authorized, in accordance with section 16 of the *Community Charter*, to enter at any reasonable time onto property to inspect and determine whether the regulations of this bylaw are being complied with.
- (b) *Bylaw enforcement officers* are designated to enforce this bylaw by means of a ticket under section 264 of the *Community Charter*.
- (c) This bylaw is designated under section 264 of the *Community Charter* as a bylaw that may be enforced by means of a ticket in the form prescribed.
- (d) Pursuant to sections 264 and 265 of the *Community Charter*, the designated expressions listed in the following table are authorized to be used on a ticket to designate an offence against the corresponding section of this bylaw as set out in the table, and the corresponding fine may be levied in connection with such offence:

Section	Designated Expression	Fine (\$)
4(a)	Obstruct a person on <i>wharf</i> or at <i>anchor buoy</i> .	150
4(b)	Dangerous or disorderly behavior.	150
4(c)	Animal on <i>wharf</i> .	150
4(d)	Crabbing or fishing.	150
4(e)	Jump off <i>wharf</i> .	150
4(f)	Noise on <i>wharf</i> , at <i>anchor buoy</i> or in <i>waterlot area</i> .	150
4(g)	<i>Liquor</i> on <i>wharf</i> .	150
4(h)	Repair boat on <i>wharf</i> .	200
4(i)	Toxic materials on <i>wharf</i> .	300
4(j)	Impede use of <i>wharf</i> .	200
4(k)	Sign on <i>wharf</i> or <i>anchor buoy</i> .	150



Section	Designated Expression	Fine (\$)
4(l)	Store property or material on <i>wharf</i> .	200
4(m)	Garbage on <i>wharf</i> or in <i>waterlot area</i> .	200
4(n)	Encroach on foreshore.	300
5(a)	Damage a <i>wharf</i> or <i>anchor buoy</i> .	300
5(b)	Remove notices.	150
6(a)	<i>Vessel</i> unattended in <i>loading zone</i> .	200
6(b)	Fail to vacate in emergency.	200
6(c)	<i>Vessel</i> in <i>loading zone</i> for more than 15 minutes.	150
7(a)	Conduct <i>business</i> on <i>wharf</i> or in <i>waterlot area</i> .	300
7(b)	<i>Moor</i> commercial boat.	300
8(a)	Structure on a <i>wharf</i> .	200
8(b)	Unauthorized installation.	300
8(c)	Loading or unloading supplies, materials, or equipment.	200
9(a)	Moored in <i>waterlot area</i> .	300
9(b)	<i>Moorage</i> at <i>anchor buoy</i> without reservation.	300
9(c)	<i>Moorage</i> at <i>anchor buoy</i> for more than 72 hours.	300
9(d)	<i>Moorage</i> at <i>wharf</i> overnight.	300
9(f)	Permanently secure <i>vessel</i> or <i>watercraft</i> .	200
9(g),(h)	Prohibited rafting.	150
9(i)	No insurance or registration.	300
9(j)	No <i>taxi/emergency licence agreement</i> .	300
9(k)	<i>Live-aboard</i> activity at <i>wharf</i> or <i>anchor buoy</i> .	300
9(l)	Flush <i>vessel</i> heads.	200
9(m)	Obstruct other <i>vessels</i> .	150
9(n)	Improper tying of lines.	150
9(o)	<i>Vessel</i> in <i>waterlot area</i> for longer than 6 hours.	300
10(a),(b)	Boat over-length.	200
10(c)	Prohibited loading or unloading of persons.	300
11	<i>Abandoned</i> boat.	300
12(a)	<i>Moor vessel</i> or <i>watercraft</i> with <i>dangerous goods</i> .	300
12(b)	Dispose of hazardous materials.	300
14(a),(b)	Fail to pay fee.	200
14(c)	Fail to display ticket.	200
14(d),(e)	Fail to obtain licence or obtain fee.	200
15(c)	Contravene a sign or order.	250
15(d)	Obstruct <i>ports manager</i> .	250
16(a)	Fail to relocate.	300
18(e)	Obstruct <i>bylaw enforcement officer</i> .	250

- (e) A person must not interfere with, delay, obstruct or impede any *bylaw enforcement officer* or other person lawfully authorized to enforce this bylaw in the exercise of their powers or performance of their duties under this bylaw.

- (f) Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw will be liable to the penalties hereby imposed and each *day* that such violation is permitted to exist will constitute a separate offence.
- (g) Every person who commits an offence contrary to the provisions of this bylaw is liable on summary conviction to a penalty of not more than the maximum amount permitted under the *Offence Act*, in addition to the costs of the prosecution.
- (h) A *bylaw enforcement officer* may order a person who does anything contrary to this bylaw to leave a *wharf* immediately, or within a period of time specified by the *bylaw enforcement officer*, and every person so ordered shall comply with the order and leave the *wharf* immediately or within the specified time period.

#### 19. Schedules

Schedules A and B of this bylaw are attached hereto and form part of this bylaw.

#### 20. Severability

If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

#### 21. Repeal

Bylaw 7333, District of North Vancouver Wharf Regulation Bylaw 2002, is hereby repealed.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

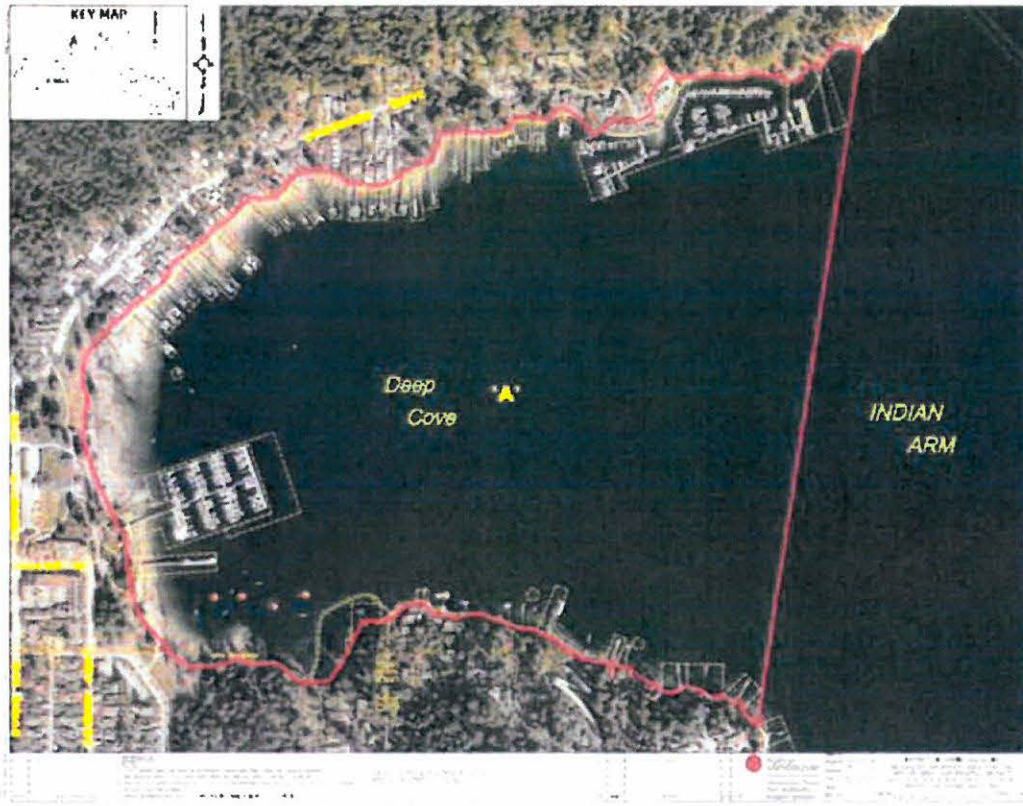
### **Schedule A to Bylaw 8450**

#### **WHARVES ADMINISTERED BY THE DISTRICT**

- **WOODLANDS:** Woodlands Wharf (B1)
- **DEEP COVE:** Gallant Avenue Wharf (B2)
- **DOLLARTON:** Strathcona Wharf (B3a)  
Cates Park Wharf (B3b)
- **INDIAN ARM:** Sunshine Wharf (B4)

Schedule B to Bylaw 8450

WATERLOT AREA





## The Corporation of the District of North Vancouver

### Bylaw 8462

A bylaw to amend Bylaw Notice Enforcement Bylaw 7458, 2004

The Council for The Corporation of the District of North Vancouver enacts as follows:

#### Citation

1. This bylaw may be cited as "Bylaw Notice Enforcement Bylaw 7458, 2004 Amendment Bylaw 8462, 2021 (Amendment 53)".

#### Amendments

2. Schedule A to Bylaw Notice Enforcement Bylaw 7458, 2004 is amended by:
  - a. Deleting the section entitled "Wharf Regulation Bylaw 7333, 2002" and replacing with the following:

<b>Wharf and Anchor Regulation Bylaw 8450, 2021</b>						
4(a)	Obstruct a person on <i>wharf</i> or at <i>anchor buoy</i> .	150	120	225	NO	N/A
4(b)	Dangerous or disorderly behavior.	150	120	225	NO	N/A
4(c)	Animal on <i>wharf</i> .	150	120	225	NO	N/A
4(d)	Crabbing or fishing.	150	120	225	NO	N/A
4(e)	Jump off <i>wharf</i> .	150	120	225	NO	N/A
4(f)	Noise on <i>wharf</i> , at <i>anchor buoy</i> or in <i>waterlot area</i> .	150	120	225	NO	N/A
4(g)	Liquor on <i>wharf</i> .	150	120	225	NO	N/A
4(h)	Repair boat on <i>wharf</i> .	200	150	300	NO	N/A
4(i)	Toxic materials on <i>wharf</i> .	300	225	450	NO	N/A
4(j)	Impede use of <i>wharf</i> .	200	150	300	NO	N/A
4(k)	Sign on <i>wharf</i> or <i>anchor buoy</i> .	150	120	225	NO	N/A
4(l)	Store property or material on <i>wharf</i> .	200	150	300	NO	N/A
4(m)	Garbage on <i>wharf</i> or in <i>waterlot area</i> .	200	150	300	NO	N/A
4(n)	Encroach on foreshore.	300	225	450	NO	N/A
5(a)	Damage a <i>wharf</i> or <i>anchor buoy</i> .	300	225	450	NO	N/A
5(b)	Remove notices.	150	120	225	NO	N/A
6(a)	Vessel unattended in <i>loading zone</i> .	200	150	300	NO	N/A
6(b)	Fail to vacate in emergency.	200	150	300	NO	N/A
6(c)	Vessel in <i>loading zone</i> for more than 15 minutes.	150	120	225	NO	N/A

7(a)	Conduct <i>business</i> on <i>wharf</i> or in <i>waterlot</i> area.	300	225	450	NO	N/A
7(b)	<i>Moor</i> commercial boat.	300	225	450	NO	N/A
8(a)	Structure on a <i>wharf</i> .	200	150	300	NO	N/A
8(b)	Unauthorized installation.	300	225	450	NO	N/A
8(c)	Loading or unloading supplies, materials, or equipment.	200	150	300	NO	N/A
9(a)	Moored in <i>waterlot</i> area.	300	225	450	NO	N/A
9(b)	<i>Moorage</i> at <i>anchor buoy</i> without reservation.	300	225	450	NO	N/A
9(c)	<i>Moorage</i> at <i>anchor buoy</i> for more than 72 hours.	300	225	450	NO	N/A
9(d)	<i>Moorage</i> at <i>wharf</i> overnight.	300	225	450	NO	N/A
9(f)	Permanently secure vessel or <i>watercraft</i> .	200	150	300	NO	N/A
9(g),(h)	Prohibited rafting.	150	120	225	NO	N/A
9(i)	No insurance or registration.	300	225	450	NO	N/A
9(j)	No <i>taxi/emergency licence agreement</i> .	300	225	450	NO	N/A
9(k)	<i>Live-aboard</i> activity at <i>wharf</i> or <i>anchor buoy</i> .	300	225	450	NO	N/A
9(l)	Flush vessel heads.	200	150	300	NO	N/A
9(m)	Obstruct other vessels.	150	120	225	NO	N/A
9(n)	Improper tying of lines.	150	120	225	NO	N/A
9(o)	Vessel in <i>waterlot</i> area for longer than 6 hours.	300	225	450	NO	N/A
10(a),(b)	Boat over-length.	200	150	300	NO	N/A
10(c)	Prohibited loading or unloading of persons.	300	225	450	NO	N/A
11	<i>Abandoned</i> boat.	300	225	450	NO	N/A
12(a)	<i>Moor</i> vessel or <i>watercraft</i> with <i>dangerous goods</i> .	300	225	450	NO	N/A
12(b)	Dispose of hazardous materials.	300	225	450	NO	N/A
14(a),(b)	Fail to pay fee.	200	150	300	NO	N/A
14(c)	Fail to display ticket.	200	150	300	NO	N/A
14(d),(e)	Fail to obtain licence or obtain fee.	200	150	300	NO	N/A
15(c)	Contravene a sign or order.	250	190	375	NO	N/A
15(d)	Obstruct <i>ports manager</i> .	250	190	375	NO	N/A
16(a)	Fail to relocate.	300	225	450	NO	N/A
18(e)	Obstruct <i>bylaw enforcement officer</i> .	250	190	375	NO	N/A

READ a first time

READ a second time

READ a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

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**The Corporation of the District of North Vancouver**

**Bylaw 8464**

A bylaw to amend Fees and Charges Bylaw 6481, 1992

The Council for The Corporation of the District of North Vancouver enacts as follows:

**Citation**

- 1) This bylaw may be cited as "Fees and Charges Bylaw 6481, 1992 Amendment Bylaw 8464, 2021 (Amendment 68)".

**Amendments**

- 2) Fees and Charges Bylaw 6481, 1992 is amended as follows:

- a) Section 2, Payment of Fees, is amended by deleting the words "Gallant Wharf – Prepaid Moorage Rates/Foot" and "Gallant Wharf Ticket Machine Rates" from "Schedule C – PARKS AND RECREATION FEES";
- b) Section 2, Payment of Fees, is amended by adding a new Schedule G as follows:

Schedule G WHARF AND ANCHORAGE FEES	Gallant Wharf – Prepaid Moorage Rates/Foot (based on length of vessel)
	Gallant Wharf Ticket Machine Rates
	Anchor Buoys
	School Water Taxis
	Emergency Vessel Moorage Licence Fee
	Impoundment, Towing and Storage Fees

- c) Schedule C is amended by deleting all rows relating to "Gallant Wharf – Prepaid Moorage Rates/Foot" and "Gallant Wharf Ticket Machine Rates", including the heading rows; and,
- d) The Schedule attached hereto as Schedule 1 to Bylaw 8464, 2021 is added to Fees and Charges Bylaw 6481, 1992 as "Schedule G – WHARF AND ANCHORAGE FEES".

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**Schedule 1 to Bylaw 8464, 2021**

**Schedule G**

**WHARF AND ANCHORAGE FEES**

<b>Gallant Wharf – Prepaid Moorage Rates/Foot (based on length of vessel)</b>		
Winter	Rate per foot	
Monthly	\$8.76	
3 Months	\$23.81	
6 Months	\$43.24	
Summer		
Monthly	\$11.19	
3 Months	\$32.05	
6 Months	\$56.81	

<b>Gallant Wharf Ticket Machine Rates</b>		
Vessel up to 16 ft.	Rate	
2 hour	\$3.90	
6 hour	\$12.14	
12 hour	\$24.76	
Vessel 17 ft. up to 20 ft.		
2 hour	\$4.86	
6 hour	\$14.10	
12 hour	\$28.67	
Vessel 21 ft. up to 24 ft.		
2 hour	\$5.33	
6 hour	\$16.05	
12 hour	\$32.05	
Vessel 25 ft. up to 28 ft.		
2 hour	\$5.81	
6 hour	\$17.95	
12 hour	\$35.48	
Vessel 29 ft. up to 32 ft.		
2 hour	\$6.81	
6 hour	\$19.43	
12 hour	\$39.33	
Vessel 33 ft. up to 36 ft.		
2 hour	\$7.29	
6 hour	\$21.38	
12 hour	\$42.71	

<b>Anchor Buoys</b>	
	<b>Rate</b>
All vessels up to 40 ft	\$1.00/foot for each day or partial day of moorage

<b>School Water Taxis</b>	
Annual licence fee	\$50.00
Additional landing fee, based on number of landings per year at Gallant Wharf	
0-29 landings	\$0.00
30-180 landings	\$150.00
181-360 landings	\$250.00
361 or more landings	\$400.00

<b>Emergency Vessel Moorage Licence Fee</b>	
Annual licence fee	\$50.00

<b>Impoundment, Towing and Storage Fees</b>	
Impoundment	\$200.00
Towing (tow or remove to storage location)	\$250.00 per hour or portion
Hauling out fee	\$3.44 per foot or portion
Launching fee	\$3.44 per foot or portion
Fee for placing on blocks and/or removing from trailer	\$80.00 per hour or portion
Disposal fee – rate per foot	
Sailboat	\$155.00/ft
Speedboat	\$180.00/ft
Storage fee for vessels – daily rate	
1-20 ft vessel	\$23.28
21-30 ft vessel	\$46.56
31-60 ft vessel	\$69.84
Over 60 ft vessel	\$100.00
Storage fee for non-vessels	actual costs of storage, or \$50 if stored by District