

VILLAGE OF PORT ALICE
COMMITTEE OF THE WHOLE COUNCIL MEETING AGENDA
TO BE HELD THURSDAY FEBRUARY 1, 2024, FOLLOWING RECREATION MEETING
AT THE VILLAGE OFFICE, 1061 MARINE DRIVE

CALL TO ORDER

ADOPTION OF AGENDA:

Committee of the Whole is a meeting to consider an issue, but not to decide upon any action.

- *Motions may be made, but do not need to be seconded*
- *Voting is undertaken in the same manner as in a regular council meeting*
- *Members of Council may speak on an issue an unlimited number of times, but may not speak longer than ten minutes on any one issue*
- *A motion to adjourn is not required*

MINUTES:

THAT the minutes of the December 7, 2023, Committee of the Whole meeting be approved.

ITEMS FOR DISCUSSION

1. Marina Upgrades Grant
January 19, 2024 Report from Ryan Nicholson, Economic Development Officer
2. Marina Rates
January 25, 2024 Report from Bonnie Danyk CAO / CFO

ADJOURNMENT

VILLAGE OF PORT ALICE COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
THURSDAY DECEMBER 7, 2023
In the MUNICIPAL OFFICE COUNCIL CHAMBERS



Present Mayor Kevin Cameron
Councillor Holly Aldis
Councillor Dave Stewart
Councillor Russell Murray
Councillor Sean Watson

Staff Bonnie Danyk, CAO / CFO
Tanya Spafford, Administrative assistant
Ryan Nicholson, Economic Development Officer

CALL TO ORDER:

Mayor Kevin Cameron called the meeting to order at 4:30pm

ADOPTION OF AGENDA:

COTW 16/23 *It was duly moved that the agenda be adopted.*
CARRIED

MINUTES:

COTW 17/23 It was duly moved:
THAT the minutes of the October 5, 2023 Committee of the Whole meeting be approved.
CARRIED

ITEMS FOR DISCUSSION:

1. Link River Campsite

December 1, 2023 Report from Bonnie Danyk CAO / CFO

Motion to be brought forward to Regular Council meeting: ***THAT \$20,000 be transferred from Community Forest Funds for Link River start-up in 2024.***

2. Marina Rates

November 6, 2023 Report from Bonnie Danyk CAO / CFO

It was agreed to table the report to a future meeting.

3. Growing Communities Funds and Capital Priorities for 2024

December 1, 2023 Report from Bonnie Danyk CAO / CFO

COTW 18/23

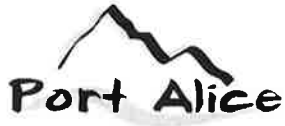
Motion to be brought forward to Regular Council meeting :***THAT \$35,000 from the sale of the Zamboni be placed into a reserve for the purchase of a digital marquee for the Community Centre***

ADJOURNMENT: The meeting was adjourned at 5:30 pm

Certified Correct

Mayor

Chief Administrative Officer



VILLAGE OF PORT ALICE REPORT TO COUNCIL

To: Mayor & Council
From: Ryan Nicholson, Economic Development Officer
Date: January 19, 2024
Subject: Marina upgrades grant

Our grant application for marina upgrades has been successful. I believe we can manage this project in house, keeping as much work local as possible, and maximizing our budget. Village staff have already been speaking with several different contractors about various aspects of this project, while also gathering quotes and ideas. Any construction projects undertaken now must be done with patience. Construction projects have become extremely difficult to move along quickly. There are very few contractors available, and delays have become normal. Our grant budgeting was submitted for the following work and amounts:

Replace breakwater -----	\$300,000.00
Add vendor spaces - -----	\$50,000.00
Repair boat ramp -----	\$30,000.00
Dredging -----	\$10,000.00
Power and lighting to Docks - ---	\$25,000.00
Increase parking spaces -----	\$10,000.00
Replace signage -----	\$5,000.00
Public seating expansion - -----	\$7,000.00
Repair pathways - -----	\$10,000.00
Paving - -----	\$25,000.00
Marina wifi - -----	\$2,000.00
Recycling containers -----	\$2,500.00
Bike racks - -----	\$1,000.00

I would like to present the following ideas for discussion:

Parking:

1. Clear, clean, and expand overflow parking areas across Marine Dr and other side of debris channel for truck and trailer parking. This will also improve the general aesthetic of the area. Tree and undergrowth removal near the water to increase view of the inlet.
2. Build new parking area at the top of the park near the end of Taylor Way for park users and additional short-term parking.
3. Widen Road from main parking area to kayak building and park.
4. Expand lower level turn around area to provide more space for people launching boats. Also add another handicapped parking spot to this location.
5. Designated motorcycle parking spaces.
6. New parking pay box or envelope slot in marina office door.
7. Parking payment app or machine?

Services:

1. Provide power and lighting to docks.
2. Internet connection at marina office. Possibly starlink? This could also possibly be used by the yacht club if they were willing to contribute to the additional monthly expense. Having a mobile starlink internet connection could be used elsewhere during an emergency situation.
3. Power/water/sewer service to new vendor space(s) possibly in the upper area of the marina or in one of the overflow parking areas.
4. Provide power to kayak storage building.
5. Additional security cameras in parking areas and kayak storage building.

Signage:

1. Replace frame and signs at ramp to dock.
2. Replace signage next to marina office to match interpretive signage installed last year.
3. Add frame, sign, and scale to docks for photo op location.
4. Posts and signs for overflow parking.
5. Sign directing to kayak building and park.
6. Additional no parking/no camping signs
7. Signs numbering moorage slips

General Construction:

1. Boat launch ramp resurfacing and extension.
2. Marina dredging from boat launch towards breakwater.
3. Breakwater replacement, anchoring, and possible lighting.
4. Pathway from new upper parking, down to pavilion, kayak storage building, and over to marina (possibly paved).
5. Bear resistant garbage and recycling containers at docks, main parking, pavilion.
6. Bike racks near office or docks.
7. Additional public seating areas.



VILLAGE OF PORT ALICE REPORT TO COUNCIL

To: Mayor and Council
From: CAO / CFO
Date: January 25, 2024
Subject: Marina Rates

A report on Marina Rates was presented at the December 7, 2023 Committee of the Whole meeting. There was some discussion and then a request to table the report for a future meeting.

One of the things discussed was the cost of the Marina Manager contract. It was proposed that parking kiosks could be installed which would reduce the need for the Marina Manager. The price for a parking kiosk starts at \$6,000 plus there would be an annual software fee. Internet would be required as well as power. Presently users can pay for parking at the Village office, via the Marina Manager or by cash using the box at the Marina. We also charge for moorage and its unclear whether a kiosk could accommodate moorage fees as well.

Collecting fees is a small part of the Marina Manager's responsibilities. I have attached a copy of the Contract as well as Bylaw No. 643 Marina Bylaw which the Marina Manager enforces (particularly Sections 6.1 to 6.28). There is not capacity for Village staff to take on these duties and hiring employees (would need at least two) would cost at a minimum \$3,000 per year more than what we presently pay for the Marina Manager contract.

Another item discussed was having a "North Island Resident" annual rate for Marina Parking which would be higher than the resident rate (currently \$84 per year) but low enough to encourage North Island boaters to use our facilities.

Attached is schedule N- Marina Rates. These rates were last increased on April 15, 2023. We will be doing construction at the Marina this year and this could affect Marina use while its going on.



Bonnie Danyk CAO / CFO



VILLAGE OF PORT ALICE REPORT TO COUNCIL

To: Mayor and Council
From: CAO / CFO
Date: November 6, 2023
Subject: Marina Rates

At its meeting on October 11, 2023 the Village of Port Alice Council reviewed the schedules for the Fees and Charges Bylaw. The Council requested that staff provide more information for the Marina Rates.

The Village did a major update to the Marina which was finished in 2013 and 2014 was the first full year of charging Marina Fees. Some years we made a bit of money and other years we had a deficit.

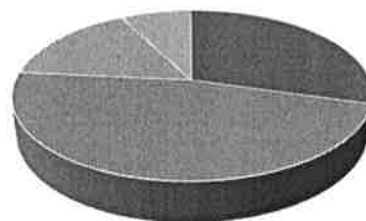
Dock Revenues and Expenses			
	Revenues	Expenses	
2023 to Date	\$ 23,389.00	\$ 21,819.00	\$ 1,570.00
2022	\$ 21,810.00	\$ 15,953.00	\$ 5,857.00
2021	\$ 19,801.00	\$ 20,863.00	\$ (1,062.00)
2020*	\$ 9,749.00	\$ 10,047.00	\$ (298.00)
2019	\$ 20,824.00	\$ 17,931.00	\$ 2,893.00
2018	\$ 14,388.00	\$ 17,287.00	\$ (2,899.00)
2017	\$ 17,837.00	\$ 19,108.00	\$ (1,271.00)
2016	\$ 15,119.00	\$ 15,747.00	\$ (628.00)
2015	\$ 15,523.00	\$ 12,965.00	\$ 2,558.00
2014	\$ 14,024.00	\$ 16,322.00	\$ (2,298.00)
			\$ 4,422.00
*Dock out for part of the year			

Rec Exp
 24,998 25,978 = (980)

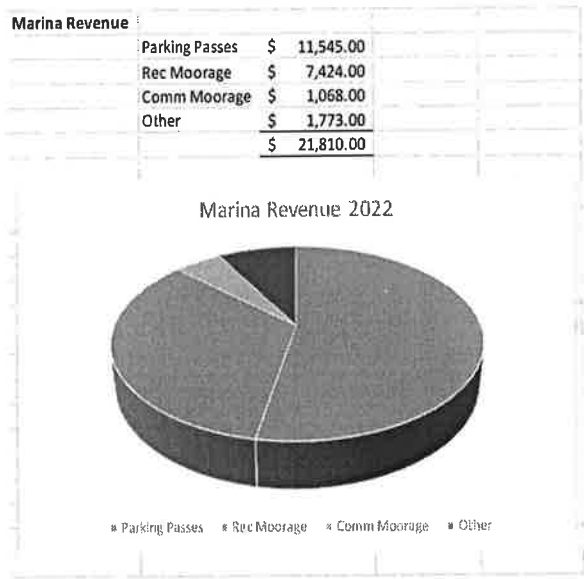
Below is a breakdown of the revenues and expenses for 2022.

Marina Expenses	
Insurance	\$ 4,743.00
Marina Manager	\$ 7,500.00
Utilities	\$ 2,503.00
Supplies/ Repairs	\$ 1,207.00
	\$ 15,953.00

Marina Expenses 2022



■ Insurance ■ Marina Manager ■ Utilities ■ Supplies/ Repairs



As you can see the majority of expenses are the Marina Manager contract and insurance and most of the revenue came from Parking Passes.

The Parking Pass revenue is made up of annual passes for Port Alice residents only (currently \$84) and daily passes (currently \$10). From 2018-2022 the average Daily Parking Pass Revenue was \$4,000 (400 passes).

Since the first Marina fee Bylaw in 2013 the fees have changed as follows:

Port Alice Marina Fees				
	Annual Parking	Daily Parking	Recreational Moorage per ft	Commercial Moorage per ft
2023	\$ 84.00	\$ 10.50	\$ 1.05	\$ 0.55
2022	\$ 80.00	\$ 10.00	\$ 1.00	\$ 0.50
2019	\$ 80.00	\$ 10.00	\$ 1.00	\$ 0.50
2019	\$ 60.00	\$ 10.00	\$ 1.00	\$ 0.50
2016	\$ 60.00	\$ 10.00	\$ 0.85	\$ 0.20
2013	\$ 60.00	\$ 10.00	\$ 0.85	\$ 0.20
Increase over 10 Years	29%	5%	19%	64%

Marina Fees for other North Island Communities are:

North Island Marina Fees				
	Annual Parking	Daily Parking	Recreational Moorage daily per ft	Commercial Moorage daily per ft
Port Alice	\$ 84.00	\$ 10.50	\$ 1.05	\$ 0.55
Port Hardy	\$ 99.90	\$ 5.80	\$ 0.97	\$ 0.20
Port McNeill	\$ 240.53	\$ 5.35	\$ 0.80	\$ 0.48
Alert Bay	N/A	N/A	\$ 0.75	\$ 0.25

Marina Manager Services Contract Rumble Beach Marina

THIS AGREEMENT MADE THIS 15 DAY OF JUNE, 2023

BETWEEN Village of Port Alice
Box 130
Port Alice, BC V0N 2N0 (hereinafter called the "Village")

AND: Port Alice BC, V0N 2N0 (hereinafter called "The Contractor")

Whereas the Village of Port Alice is the owner of the Rumble Beach Marina, located at Port Alice, B.C., (hereinafter called the "Marina").

And Whereas the Village wishes to contract with the Contractor for the operation of the Marina, and the Contractor wishes to operate the Marina, in accordance with the terms and conditions set out in this Agreement;

Now therefore this Agreement is evidence that, in consideration of the mutual covenants and agreements set out within this Agreement, the parties agree as follows:

1. This Agreement shall commence on **June 15, 2023**, and shall end on **September 15, 2023**, unless terminated earlier or extended by mutual agreement of the parties ("Term").
2. The Village will supply a cell phone to the Contractor for the purpose of receiving calls from the boating public and answering questions.
3. **Contractor's Conduct** – The Contractor agrees to maintain a respectful and polite attitude towards Village staff, contractors, elected officials and the general public.
4. The work and services to be performed by the Contractor shall be:
 - a) Enforce the rules and regulations of the Rumble Beach Marina as described in Village of Port Alice Marina Bylaw No. 643, 2017 and No 679, 2023 (attached and forming part of this Agreement). The Contractor will be required to document any violation of the Bylaw and report those violations to the Village.
 - b) At least twice daily, make a record of all vessels moored at the Marina, including the length of the vessel, type of vessel, registration number if applicable, commercial identification and its ownership.
 - c) Respond to all calls from incoming boaters in a timely manner between the hours of 7:00 am and 9:00 pm during the course of this contract.
 - d) Collect moorage fees in accordance with the Village of Port Alice Fees and Charges Bylaw (attached and forming part of this Agreement).
 - e) Remit all monies collected on a regular basis to the Village Office.
 - f) Keep the Marina clean, tidy and in an orderly condition at all times.
 - g) Maintain the cleanliness of the Public Washrooms and Laundry Room
 - h) Ensure floats are kept clear of all items and debris.
 - i) Advise the Village of any necessary repairs or deficiencies in a timely manner.
 - j) Alert the Village to persistent or dangerous misuse of the dock.
 - k) At least twice daily, check that all vehicles in the designated Marina parking areas have paid for their parking and have put evidence of such on display within the vehicle.
 - l) Report illegally parked vehicles or vessels to the Village Office or to the RCMP according to the directions of the Village Office.
 - m) Enforce the No Parking area near the Mobile Vendor.
5. Each month and prorated for any portion thereof, the Village shall pay the Contractor rate of \$2,500.00 (two thousand and five hundred dollars) for the operation of the Marina

6. The Contractor shall supply tools and equipment as may be required for the performance of work.
7. The Contractor is an independent Contractor under this Agreement and is responsible for any applicable Employment Insurance Premiums, Canada Pension Plan Payment, and Income Tax payable on behalf of the Contractor and any of the Contractor's employees.
8. The Contractor as an independent Contractor must work by Village and Worker's Compensation rules and regulations.
9. The Village shall provide a Marina Parking Pass to the Contractor at no charge.
10. Either party giving thirty (30) days written notice to the other party may terminate the Agreement without any further obligation by either party to the other.
11. If the Contractor is in default under any of the terms hereof, and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Village, the Village in its sole discretion may, within five days after notice of the breach is given to the Contractor by the Village, terminate this Agreement without notice.

As evidence of the mutual intention of the parties to be bound by all of the terms of this Agreement, each has duly executed this Agreement below.

The Corporate Seal of the Village of Port Alice was hereunto affixed in the presence of:

Signed on behalf of the Village:

Bonnie Danyk, CAO / CFO

Kevin Cameron, Mayor

WITNESS NAME

WITNESS SIGNATURE

Signed on behalf of the Contractor:

Contractor Name

Contractor Signature

WITNESS NAME

WITNESS SIGNATURE

VILLAGE OF PORT ALICE
BYLAW NO. 643
MARINA BYLAW

WHEREAS it is desirable to regulate and manage municipal marina facilities within the Village of Port Alice.

NOW THEREFORE the Council of the Village of Port Alice enacts as follows:

Repeal

1.1 That *Marina Bylaw No. 601, 2013*, and *Marina Amendment Bylaw No. 640, 2017*, are hereby repealed in their entirety.

Citation

2.1 This Bylaw may be cited as *Marina Bylaw No. 643, 2017*.

Interpretation

3.1 In this Bylaw:

“Abandoned” means a vessel or watercraft left at a dock without payment of Moorage for a period in excess of 10 days.

“Port Alice Municipal Marina” or *“Marina”* means the Marina facility located on Marine Drive within District Lot 304 Rupert Land District.

“Berth” means a location along a float within the Marina where a Vessel or watercraft may be moored.

“Business License” means a valid Business License issued by the Village.

“CAO” means the Chief Administrative Officer duly appointed by Council.

“Commercial” means any vessel that qualifies under Section 6.15 of this bylaw.

“Council” means the elected body of the Village of Port Alice.

“Derelict” means any Vessel that is moored directly or indirectly to the floats, or is anchored or tied up within the foreshore lease assigned to the Village for the purposes of a public Marina, and is, in the opinion of the Marina Manager or the Village, in danger of sinking or is otherwise deemed to be a hazard to water borne traffic or to the Marina infrastructure.

“Fees and Charges Bylaw” means the Village of Port Alice Fees and Charges Bylaw.

“Marina Manager” means the person duly appointed by the Village to supervise the management of the Marina, and includes any employee of the Village who is appointed to enforce the regulations of this Bylaw.

“Length” means the horizontal distance between the extreme ends of the Vessel.

“Moorage” means a charge for the occupation by a Vessel of Berth or other space at the Marina.

“Moorage Contract” means an agreement between the Village and the Owner or Owners of a Commercial vessel who intends to Berth at the Marina.

VILLAGE OF PORT ALICE

BYLAW NO. 643

“*Non-Commercial Vessel*” means a Vessel used primarily for pleasure, recreational, and transportation purposes.

“*Owner*” means,

- a) in the case of a vessel, the registered Owner, master, operator, or person in charge of the Vessel; and
- b) in the case of goods, the agent, consignor, consignee or carrier of the goods.

“*Parking Facilities*” means the areas operated by the Village and designated by the Village for parking motor vehicles and boat trailers.

“*Tourist*” means a person who does not own a residence, rent a residence, or commonly reside within the Village and surrounding area.

“*Village*” means the Corporation of the Village of Port Alice;

- 3.2 Unless otherwise provided in this Bylaw, words and phrases used herein have the same meanings as in the *Local Government Act*, *Community Charter*, or *Land Title Act*, as context and circumstances may require. A reference to a statute in this Bylaw refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, Bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time. In the event of a conflict between this Bylaw and a Provincial enactment, the stricter law prevails. Headings in this Bylaw are for convenience only and must not be construed as defining or limiting its scope or intent.
- 3.3 If a court of competent jurisdiction declares any portion of this Bylaw invalid, then the invalid portion must be severed and the remainder of the Bylaw continues to remain valid.

Empowerment

- 4.1 The Village may maintain a provincial foreshore lease for the purpose of operating the Marina.
- 4.2 The Village may pay out such monies as may be required for any expenses involved in the operation of the Marina.
- 4.3 The Village may enter into a contract with any agency or individual for the purposes of managing the day to day operations of the Marina.
- 4.4 The fees for moorage and other services at the Marina are those amounts established in the current Fees and Charges Bylaw.

Liability

- 5.1 Occupying a *Berth* or being tied up alongside any other *Vessel* occupying a *Berth* in the *Marina*, as well as the handling of all goods brought to or placed in or on the *Vessel*, is entirely at the *Owner's* own risk.
- 5.2 Each *Owner* is responsible for the safe mooring of their *Vessel*, and must furnish and maintain his own safe lines and chaffing gear. A person mustn't foul any other *Berth* or obstruct access with mooring lines.
- 5.3 Neither the *Village* nor the *Marina Manager* have care, custody and control of *Vessels* moored in any *Marina* facility.

VILLAGE OF PORT ALICE BYLAW NO. 643

- 5.4 *Moorage of Vessels at Marina* facilities is at the sole risk of the *Owner*, and the *Village* will not be responsible under any circumstances for any loss or damage caused or sustained by such *Vessels*.
- 5.5 The *Village* shall not be liable for loss of any articles left in vehicles or *Vessels*.

Regulations

- 6.1 A person must not *Berth* a *Vessel* in areas marked as “Loading Zone”, except for the purpose of loading and unloading, and must not leave a *Vessel* unattended in the “Loading Zone”. An *Owner*, master or person in charge of a *Vessel* moored in the loading zone area and left unattended for more than one hour must pay **triple the non-commercial daily rate** established in the *Fees and Charges Bylaw*.
- 6.2 The *Marina Manager* may direct the *Owner* or authorised person to move any boat or *Vessel* from one location to another in the harbour, whenever it is deemed necessary for safety or *Marina* efficiency reasons. If the *Owner* or agent is not available, the *Marina Manager* may move, or have moved, any vessel in the case of emergency situations.
- 6.3 A person must not leave gear, refuse, small *Vessels* or other items or material on the floats at any time. This is to allow unrestricted access to the floats by other users and to ensure public safety.
- 6.4 The *Marina Manager* may assign *Berths* to *Vessels* at the *Marina* as appropriate.
- 6.5 The *Marina Manager* will determine the *Length* of the *Vessel*. The *Length* for determination of *Moorage* rates will be the overall *Length*, regardless of its registered *Length*, and such determination will be conclusive.
- 6.6 The *Marina Manager* may order the removal of any *Vessel* that is in danger of sinking or is a hazard to water borne traffic, whether moored directly or indirectly to the floats. If the foregoing conditions exist and the *Owner* or person responsible for the *Vessel* cannot be found, the *Vessel* may be moved from the *Municipal Marina* at the *Owner's* expense.
- 6.7 The *Marina Manager* may order the removal of any *Vessel*, gear, or material beached or *Berthed* at the floats or at the wharf head if the *Marina Manager* considers the *Vessel*, gear or material to be *Abandoned* or *Derelict*. The *Village* may order disposal or sale of such *Vessels*, gear and/or materials as it sees fit and removal costs will be assigned to the last registered *Owner*.
- 6.8 No person shall cause or permit the lines of a *Vessel* that is *Berthed* or moored at the *Marina* to be made fast to anything other than the facilities provided for berthing or mooring or cause or permit such lines to lie across any wharf or across any channel in such a manner as to obstruct or interfere with any other *Vessel*, vehicle, or person.
- 6.9 Where two or more *Vessels* are moored alongside one another at the same float, one *Vessel* outside the other, and the *Vessel* on the outside does not have a gangway extending to the float, the person in charge of the *Vessel* laying nearer to the wharf shall allow persons on the *Vessel* farther from the wharf free and unencumbered passage over its deck.

VILLAGE OF PORT ALICE
BYLAW NO. 643

- 6.10 Where a *Vessel* is made fast to or secured alongside another *Vessel*, one *Vessel* outside the other:
- a) the lines of the *Vessel* that is so made fast or secured shall not, except in an emergency, be cut or cast off by any person unless that person gives notice of his intention to do so to the *Owner* of that *Vessel*; and
 - b) the *Owner* or person in charge of the inside *Vessel*, when ready to leave harbour, may move any outside *Vessel* if the *Owner* of the outside *Vessel* cannot be located, and shall re-secure said *Vessel* to the float once the *Vessel* has been moved.
- 6.11 A person must not tie up *Derelict* hulls, log floats, or logs in the *Marina*.
- 6.12 A person must not *Berth* any scow, houseboat or boathouse at the *Marina* without written permission of the *Marina Manager*.
- 6.13 A person must not pump engine room bilge into the waters of the *Marina*. The use of siphon type fuel transfer pumps is prohibited.
- 6.14 A person must not dispose of garbage (including recyclables) at the *Marina* except into the containers provided for that purpose. Oily wastes are not to be deposited into garbage containers or left on the wharf head.
- 6.15 To qualify for *Commercial* rates of *Moorage* at the *Marina*, prior to mooring a *Vessel* at the *Marina*, the *Owner* or *Owners* of a *Vessel* must enter into a *Moorage Contract* with the *Village*, substantially in the form set out in Schedule "A"; and the *Vessel* must comply with the following criteria:
- (a) CFV:
 - i. Canadian Fishing Vessel with current tags; or
 - (b) Charter:

An *Owner* or *Owners* of the vessel must,

 - i. provide proof of valid public liability insurance coverage of \$1,000,000 or more. The insurance policy must remain in effect for the term of the *Moorage Contract*. A copy of the policy will remain on file with the *Village*; and
 - ii. have a valid *Business Licence* from the *Village*. A *Business Licence* for the calendar year will not be issued unless accompanied by proof of public liability insurance referenced in s. 6.15 (b)(i) of this Bylaw; or
 - (c) Log salvage:

The *Owner* or *Owner(s)* of the *Vessel* must,

 - i. provide proof of valid log salvage license; and
 - ii. provide proof of valid public liability insurance coverage of \$1,000,000 or more. The insurance policy must remain in effect for the term of the *Moorage Contract*. A copy of the policy will remain on file with the *Village*; and
 - iii. have a valid *Business Licence* from the *Village*. A *Business Licence* for the calendar year will not be issued unless accompanied by proof of public liability insurance referenced in s. 6.15 (c)(i) of this Bylaw; or

VILLAGE OF PORT ALICE
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(d) *Commercial Other* (e.g. Tugboat or Research Vessel):

The *Owner* or *Owner(s)* of the *Vessel* must,

- i. provide proof of valid public liability insurance coverage of \$1,000,000 or more. The insurance policy must remain in effect for the term of the *Moorage Contract*. A copy of the policy will remain on file with the *Village*; and
- ii. have a valid *Business License* from the *Village*. A *Business License* for the calendar year will not be issued unless accompanied by proof of public liability insurance referenced in s. 6.15 (d)(i) of this bylaw.

6.16 (1) Except as may be permitted under s. 6.16(2) of this Bylaw, a person must not stay overnight on any *Vessel* or other watercraft moored at the *Marina*.

(2) A *Tourist* may stay overnight on a *Vessel* or other watercraft moored at the *Marina* for a number of nights not to exceed seven nights in any calendar month.

6.17 Skiffs that are associated with a parent *Vessel* will be billed at applicable rates whether tied to the dock or alongside the parent *Vessel*.

6.18 No person shall supply to, receive into or discharge from a *Vessel* or vehicle, any fuel, except in such a location and manner as authorised by the *Marina Manager*.

6.19 Every person in charge of a *Vessel* approaching, using, or leaving the *Marina's* floats or docking facilities shall do so in a cautious and seamanlike manner.

6.20 A person must not use any water supplied by the *Marina* wastefully. The *Marina Manager* may refuse the supply of water to any person or *Vessel*.

6.21 Every *Owner* of a *Vessel* must ensure the *Vessel* is marked, with the name or registration number, as required by law.

6.22 A person must not leave a vehicle in any loading zones at the *Marina*, except in accordance with posted signage.

6.23 Every *Vessel Owner* must check their *Vessel* regularly, especially after heavy winds or rains, and must ensure proper maintenance of protective coverings and the pumping out of boats as necessary. Should it be necessary for the *Village* to pump a *Vessel* that is in danger of sinking, the *Owner* must pay for the actual cost incurred by the *Village*, in addition to applicable fees established in the *Fees and Charges Bylaw*.

6.24 The holder of mooring space leased from the *Village*, or any other space allocated pursuant to this the *Owner*, or any other space allocated pursuant to this Bylaw, must not assign or sub-let that space to another person.

6.25 A person must not use a wood burning stove aboard a *Vessel* within the *Marina*.

6.26 A person must not engage in welding within *Marina* facilities without the permission of the *Marina Manager*.

6.27 A person must not dump sewage or grey water within the *Marina* area.

6.28 Noise as a result of partying or loud music, the use of foul language, the use of alcohol and illegal drugs is prohibited within the *Marina*.

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Charges

- 7.1 Daily *Moorage* fees, as established in the *Fees and Charges Bylaw*, will apply after four hours of continuous *Moorage* at the *Marina*.
- 7.2 The *Owner* of a *Vessel* must pay all applicable fees and charges under this Bylaw. Fees and charges that are owed to the *Village* are debt due to the *Village* that may be collected from the *Owner*.

Notice of Prohibition

- 8.1 If the *CAO* determines, based on the *CAO's* direct observations or reports that the *CAO* considers to be credible, that a person has breached this Bylaw or has caused a nuisance at the *Marina*, the *CAO* may issue a notice of prohibition with respect to that person, which shall include reasons.
- 8.2 A notice of prohibition issued under s. 8.1 of this Bylaw shall include reasons for the issuance of the notice of prohibition and a full excerpt of s. 8.3 and 8.4 of this Bylaw.
- 8.3 After 3 days of receipt of a notice of prohibition issued under s. 8.1 of this Bylaw, the person named in the notice of prohibition must not:
 - (a) moor any vessel or other watercraft to the *Marina*;
 - (b) store, place or keep any property at the *Marina*, including any *Vessel* or other watercraft;
 - (c) park any motor vehicle at the *Marina*; or
 - (d) attend in person at the *Marina* for a period of 6 months, except with the written permission of the *CAO* for the purpose of removing the person's property from the *Marina*.
- 8.4 A person subject to a notice of prohibition may appeal to *Council* of the *Village* for a cancellation of the notice of prohibition, but the requirements under s. 8.3 of this Bylaw are applicable until the notice of prohibition is cancelled by *Council*.

Offence and Penalty

- 9.1 Every person who:
 - (a) contravenes, violates or fails to comply with any provision of this Bylaw;
 - (b) suffers or allows any act or thing to be done in contravention of this Bylaw; or
 - (c) fails or neglects to do anything required to be done under this Bylaw,or of any permit or order issued under this Bylaw, commits an offence and upon conviction, shall be liable to paying a fine of up to Ten Thousand Dollars (\$10,000) and the costs of prosecution, and to pay any further amounts and comply with any directions that may be ordered by the court. Where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.
- 9.2 A fine or penalty imposed for conviction of an offence is separate from and additional to any fees or charges, or costs incurred by the *Village*, that are payable under other provisions of this Bylaw.

**VILLAGE OF PORT ALICE
BYLAW NO. 643**

Schedule

9.1 Schedule "A" is attached to and forms part of this Bylaw.

READ A FIRST TIME THIS 8th day of November, 2017

READ A SECOND TIME THIS 8th day of November, 2017

READ A THIRD TIME THIS 8th day of November, 2017

FINALLY ADOPTED THIS 22nd day November, 2017



Mayor



Chief Administrative Officer

**VILLAGE OF PORT ALICE
BYLAW NO. 643**

**APPENDIX "A"
Rumble Beach Marina
Commercial Moorage Contract**



Date: _____ Moorage Period: _____

Contract Duration: _____ to _____

Vessel Information (Please print)

Name of Vessel: _____

Registration No: (K#) _____ Length: _____

CFV: _____ Confirmed valid CFV: (staff initial) _____

Insurance Provider: _____

Certificate of Insurance provided: YES NO Date: _____

Current Port Alice Business License provided: YES NO Account Number: _____

Owner/Representative Information (Must be completed)

Owner: _____ Phone: _____

Owner's Vehicle License Plate Number: _____

Billing Address

Street: _____

City: _____ Prov: _____ Postal Code: _____

Email: _____

I, the undersigned, hereby acknowledge that I have requested use of the Marina and agree to pay all associated charges. I have read, understood and do hereby agree to the terms and conditions cited in Marina Bylaw No. 643, 2017.

Owner Signature: _____ Date: _____

Marina Manager or Village Staff: _____ Date: _____

SCHEDULE N – MARINA RATES

The following fees and charges shall be in effect at the Port Alice Municipal Marina and designated parking lots:

Rates Include Applicable Taxes

Daily Moorage Rate for Recreational Vessels per foot per day	\$ 1.05
Monthly Moorage Rate for Recreational Vessels per foot	\$ 13.25
Daily Moorage Rate for Commercial Vessels per foot per day	\$.55
Monthly Moorage Rate for Commercial Vessels per foot	\$6.50
Vehicle parking permit – Daily (Includes Boat Launch)	\$10.50
Vehicle parking permit – Annual (Includes Boat Launch), Residents Only*	\$84.00
Service Charge: Any service undertaken to resolve a vessel related emergency or nuisance at the Marina shall be charged to the owner of the vessel at actual costs plus \$150 and shall not be less than \$150.	\$157.50 plus actual costs
Replacement Annual Pass	\$5.25
Secondary Annual Pass	\$5.25
Slip Reservation Fee to be paid annually in advance	\$1,325.00
Trailer Parking after 24 hours	\$5.25 per day
*Resident means a person who is: a) a resident as defined under the Elections Act: or b) A sole shareholder or senior shareholder of corporations that own real property within the Municipal boundaries.	
Fee for Vendors to set up at Marina	
Daily Rate	\$ 6.00
Weekly Rate	\$35.00
Monthly Rate	\$118.00
<ul style="list-style-type: none"> Note: Must be open a minimum of 4 days per week for weekly or monthly rate. 	

