



# Port Elgin Harbour Rules & Regulations

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*Revised September 2015*

## Table of Contents

1. Definitions.....	3
2. General Rules.....	5
3. Lease Contract .....	7
4. Wait List.....	10
5. Launch Ramp & Service Dock .....	11
6. Vehicle & Trailer Parking Regulations .....	12
7. Fees.....	12
8. Removal / Impoundment of Vessels, Materials and Obstructions.....	14
9. Noise By-law.....	15

# 1. Definitions

*For the purposes of these Rules & Regulations:*

- 1.1. "Berth" means a location at the Harbour where a vessel may be moored;
- 1.2. "Commercial Fishing Vessel" is any vessel outfitted, or designed for the purpose of catching, processing, or transporting fish and is designated as such under the authority of a Commercial Fishing License, Aboriginal Communal Fishing License or a signed Agreement with the Province deemed a Commercial Fishing License;
- 1.3. "Commercial Vessel" means any ship, boat or watercraft which is used to generate revenue by charging a fee for the transportation of goods, the transportation of people, the sale of goods from the vessel, or any other service provided by the vessel;
- 1.4. "Dock" means a landing platform utilized for vessel purposes;
- 1.5. "Council" means the Council of The Corporation of the Town of Saugeen Shores;
- 1.6. "Explosive" has the same meaning as in the Explosives Act (Canada);
- 1.7. "Facility" means the Town of Saugeen Shores Harbour;
- 1.8. "Goods" means tangible personal property other than vessels;
- 1.9. "Launch Ramp" means an area adjacent to or used in connection with a Town of Saugeen Shores dock, which is not a structure, and which serves as an area to launch or recover vessels from the water, and which is lands owned or under the control of the Town of Saugeen Shores;
- 1.10. "Harbour" means a port or haven to provide refuge, lodge, protection or shelter. May include a municipal dock, pier, and ramp or wharf to secure moorings for vessels and commercial vessels and may offer supply, repair and other facilities;
- 1.11. "Harbour Master" means an individual contracted by the Town to operate and manage the Port Elgin Harbour facility located in the Town of Saugeen Shores on behalf of the Town;
- 1.12. "Harbour Property" means any property at a harbour;
- 1.13. "Launch Ramp Dock" means the dock affixed to the launch ramp;
- 1.14. "Lease Contract" means a binding agreement between the seasonal owner/operator and the Town that permits usage of a slip from May 1 until October 31;

- 1.15. "Lift Out" means a coordinated departure of the boats at the end of the season with the assistance of a crane, organized by the Port Elgin Yacht Club;
- 1.16. "Liquor" has the same meaning as in the Liquor Control and Licensing Act;
- 1.17. "Moor" means to secure a vessel by means of lines, cables, anchors or other similar means to a municipal dock;
- 1.18. "Municipal Dock" means any structure located on land owned or under the control of the Town and used as a dock, wharf, pier or vessel launching or recovery area together with all adjacent and underlying lands related thereto;
- 1.19. "Municipal Law Enforcement Officer" means the person(s) so appointed by the Council of the Corporation of the Town of Saugeen Shores for the purposes of enforcing Town By-laws and for the purposes of these Rules & Regulations shall include the Town of Saugeen Shores Police Services and any other appointed Municipal Law Enforcement Officer;
- 1.20. "Nuisance" means the parking, placing, storing or abandoning of vessels, personal vehicles or materials in contravention of these Rules & Regulations in a location or manner which interferes with the use of a Town dock, launching ramp, parking lot, household residence or public space used by the general public;
- 1.21. "Owner/Operator" means an individual or corporation who owns a vessel or the person operating or having care and control of a vessel at any particular time;
- 1.22. "Pier" means a raised walkway over water, supported by widely spread piles and can range in size to accommodate different sizes of vessels;
- 1.23. "Prime Time Season" means the calendar time period extending from July 1 until and including the Monday of Labour Day in September;
- 1.24. "Port Elgin Harbour" is the area where the operations of the harbour are conducted;
- 1.25. "Service Dock" means the dock where vessels may be fueled or provided with a pump out;
- 1.26. "Seasonal Boater" means the person who has entered into a lease contract with the Town to moor a vessel from May 1 until October 31;
- 1.27. "Season of Operation" means the season of activity for exercising prime operations which shall be set as May 1 to October 31 of any calendar year for the Port Elgin Harbour and may be amended from time to time;
- 1.28. "Slip" means the small dock that one leases for a season to moor vessel to;

- 1.29. "Shoulder Season" means the calendar time period from May 1 to June 30 and the Tuesday after Labour Day until October 31;
- 1.30. "Town" means The Corporation of the Town of Saugeen Shores;
- 1.31. "Under the control of the Town" means any upland or land under the water, that the Town does not own, but has a land-use permit from the Provincial Ministry of Natural Resources, or Federal Department of Fisheries & Oceans, or others to manage by agreement;
- 1.32. "Vessel" means any ship, boat or watercraft which floats on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to, pleasure craft, personal water craft, pontoon boats, dinghy's, jet ski's and sea doo's when on water or land, and vessels used in commercial operations;
- 1.33. "Wait List" means the list of boaters that the Harbour Master maintains of individuals who are waiting for a slip to become available in the Harbour;
- 1.34. "Wharf" means a landing place or pier where vessels may tie up and load or unload;
- 1.35. "Winter Storage Agreement" means a binding agreement between the Owner/Operator and the Town that permits the storage of a vessel between lift-out and April 30.

## 2. General Rules

- 2.1. No owner/operator shall install extension cords; water supply lines or drainage pipes on harbour property;
- 2.2. The Town reserves the right to permit with prior approval, Commercial Fishing Vessels, to moor at the Port Elgin Harbour as required from time to time;
- 2.3. No person shall behave in a disorderly, dangerous or offensive manner on harbour property;
- 2.4. No person shall bring dangerous, explosive or combustible goods on harbour property unless the goods are required for the ordinary purposes of a vessel in a harbour and prior notice has been given to the Harbour Master or designate of the proposed location of the good and the manner in which they will be handled and dealt with;
- 2.5. No owner/operator shall keep the motor of a vessel running at a dock, except when arriving or leaving a harbour;

- 2.6. No person shall on harbour property (land or water) without the approval of the Harbour Master or designate:
  - 2.6.1. Engage in equipment or machinery tests that are likely to endanger harbour property or vessels or persons in the harbour;
  - 2.6.2. Engage in repairs to the hull, machinery, tackle or gear of a vessel beyond normal routine maintenance;
  - 2.6.3. Use the surface of a dock for any maintenance or repair work;
- 2.7. No person shall supply to, receive into or discharge from a vessel in a harbour or vehicle on harbour property any gasoline or other fuel or oil except in large volume at such location, in such manner, and at such time as is authorized by the Harbour Master or designate;
- 2.8. No person shall engage in fishing at or from any dock except in designated areas identified with posted notices;
- 2.9. No person shall dispose of garbage, sewage or wastes at a harbour except in a place specifically provided therefore, or as directed by the Harbour Master or designate;
- 2.10. No person shall possess an open container of liquor at harbour and/or on harbour property;
- 2.11. No person except the Town of Saugeen Shores and its employees, contractors and agents shall place, post or erect a sign on harbour property;
- 2.12. No person shall remove, destroy or damage any notices, rules or regulations posted on harbour property by or under the authority of the Town;
- 2.13. No vessel shall exceed the speed of 7 km or 4 miles per hour in the Port Elgin Harbour;
- 2.14. The owner/operator agrees to have his/her vessel insured by marine insurance coverage including liability insurance coverage for sudden and accidental pollution and to furnish the Town with proof of such insurance;
- 2.15. No person shall swim in the Port Elgin Harbour or the entrance of the Harbour;
- 2.16. Satellite dishes will not be permitted to be affixed to docks;
- 2.17. Mast crane, crane rental for launch and haul-out is controlled and managed by the Port Elgin Yacht Club. Reservations for lift in and lift out are to be made with the Port Elgin Yacht Club at such a time as set out by the Yacht Club;

- 2.18. No person shall moor to any dock without first obtaining permission from the Harbour Master or designate;
- 2.19. No person shall foul any berth or access with mooring lines;
- 2.20. All vessels moored upon docking at the harbour shall be moored at the owner/operator's risk and the Town shall not be responsible under any circumstances for any loss or damage caused or sustained by such vessel(s);
- 2.21. The owner/operator shall release, indemnify and hold harmless the Town from and against all claims, demands and suits, present and future, for damage to the vessel(s) and/or stored goods caused by the Town, in an emergency;
- 2.22. The Town and the Harbour Master recognize that in the ordinary course of operations, pollutants, flammable and hazardous material may be aboard the vessel. The owner/operator shall stow and look after all such material in a seamanlike matter, to the satisfaction of the Town or Harbour Master or designate, and in accordance with the Town's directives. The storage of flammable liquids, oily rags, etc. is prohibited in all other areas of the harbour;
- 2.23. No person shall enter the Port Elgin Harbour and moor without paying a fee;

### 3. Lease Contract

- 3.1. The owner/operator agrees to remove their vessel from the Port Elgin Harbour area upon the expiration of the Lease Contract. In the event that the owner/operator fails to do so prior to October 31, the owner/operator agrees to pay the Town the amount equal to twice the daily prime time dockage rate applicable to the Harbour, and to pay the same amount to the Town in respect to each succeeding day during which the vessel remains in the Port Elgin Harbour area. This condition will not apply if the owner/operator has signed a Winter Storage Agreement;
- 3.2. If after November 30 the vessel has not been removed, the subject property will be placed in a holding area for a maximum of fourteen (14) days at a rate of \$10.00 per day, plus the cost of removal. It will be released to the owner upon payment of any outstanding fees, removal charges and holding storage rates. The Town shall not be held liable for any loss or damage whatsoever caused by the lawful removal of subject property from the Port Elgin Harbour. If the owner fails to pick up the subject property within thirty (30) days from the fourteen (14) day waiting period from the holding area, then the subject property will become the property of the Town;
- 3.3. The Town reserves the sole right to revoke a permit as a result of violations of harbour rules as outlined;

- 3.4. The Town may at any time require that a slip be cleared of an owner/operator's property within 30 days of notification;
- 3.5. The Town reserves the right to waive conditions;
- 3.6. Owner/operators in good standing shall retain their slip annually;
- 3.7. Owner/operators who forfeit their slip for a year will not be guaranteed a slip when they return and may have to be placed on the wait list;
- 3.8. No person shall position, erect or construct any device used for food preparation (barbeque) on the main or finger dock area. Certified stainless steel rail or swim platform mount marine barbeques will be permitted only and positioned on the vessel in such a manner as not to impede or interfere in any way with neighbouring vessels;
- 3.9. Where harbour property is damaged in any manner by a vessel or vehicle, or by the use of machinery or equipment, the damage shall be reported forthwith to the Harbour Master or designate by the owner in charge of the vessel or the operator of the vehicle, or the person who was in charge of the machinery or equipment at the time the damage occurred and appropriate investigation conducted;
- 3.10. The owner/operator agrees that he/she will not store supplies, bicycles, accessories, debris or other materials on the docks and that he/she will not construct thereon any lockers, chests or extensions on slips or main docks, unless approved by Harbour Master or designate;
- 3.11. It is understood and agreed that the Lease Contract is for the provision of mooring use only, and that;
  - 3.11.1. The Port Elgin Harbour services, equipment, utilities and other facilities are to be used entirely at the risk of the owner/operator, his/her passengers, crew or guests;
  - 3.11.2. The Town will not be liable for the care or protection of the vessel and its contents, the passengers, crew or guests or for any loss, damage or injury occasioned to the vessel or its contents or to the owner/operator, his/her passengers, crew or guests, however caused;
  - 3.11.3. The owner/operator agrees to indemnify and save harmless the Port Elgin Harbour areas or any services, equipment and other facilities by the owner/operator, his/her passengers, crew or guests;
- 3.12. In the event that a vessel sinks in the Port Elgin Harbour area, the owner/operator agrees to remove such vessel immediately. If the owner/operator fails to do so, then the Harbour Master or designate may remove the vessel at the owner/operator's expense, and the cost thereof shall be a debt due from the owner/operator to the



- Town under these Rules & Regulations. Expenses shall include any environmental clean-up required;
- 3.13. If selling a vessel, owner/operators may place "For Sale" signs on their vessel. However, the slip does not go with the sale of the vessel, and the Harbour Master or designate will resort to the Wait List in order to fill the slip;
  - 3.14. The owner/operator agrees to give the Town, during emergency situations, the authority to move the vessel at the owner/operator's expense and risk;
  - 3.15. No person shall advertise or solicit in any nature, and no business activity connected with boats or boating or both, including the boat brokerage business and any activities associated with such business, will be carried on in, on, or from the Port Elgin Harbour area unless authorized in writing by the Department of Community Services. The address for the Port Elgin Harbour will not be used for business purposes unless authorized in writing;
  - 3.16. It is understood and agreed that all Port Elgin Harbour services shall cease upon the termination of the Lease Contract which date shall be the official closing date of the Harbour, being October 31 of each year;
  - 3.17. Hydro power in the winter storage area will be disconnected November 1 and resumed April 1 of the following season;
  - 3.18. The owner/operator agrees to abide by all applicable statutes, Town of Saugeen Shores By-laws, rules, regulations and any other Provincial or Federal law;
  - 3.19. The owner/operator shall pay the Town for all utilities and services which may be furnished to the vessel at rates established from time to time. The Town will use best efforts to maintain utility services, but the Town neither guarantees the continuity of utility nor, with regard to electrical services, the characteristics of such service and its compatibility with the vessel. The Town will not compensate for disruptive utility service;
  - 3.20. Owner/operators shall abide by all Town of Saugeen Shores water use restrictions and must practice water conservation at all times;
  - 3.21. The use of vacuum type siphons for pumping out vessels is prohibited;
  - 3.22. Owner/operators are advised to check their vessels regularly, especially after heavy wind or rains. The covering and pumping out of vessels is the responsibility of the owner;
  - 3.23. No person shall sub-lease a slip or transfer a boat from one slip to another. In the case of a boat that is sold during the season, that boat will immediately transfer to a transient slip, with the new boat owner applying to the Wait List. The previous owner

- retains the slip and may continue to utilize it if a new boat is compatible with the slip or, if not required, may apply to the Harbour Master or designate for a refund (refer to Fees section 7);
- 3.24. The owner/operator agrees to notify the Harbour Master or designate when leaving for an extended cruise or for a period of time in excess of seventy-two (72) hours;
  - 3.25. The Town reserves the right to rent the vacant slip provided under the Lease Contract when vacant. Transients will, however, moor their boats elsewhere upon the owner/operators return, as directed by the Town;
  - 3.26. The owner/operator represents and warrants that his/her vessel is a pleasure craft, registered, identified and equipped in accordance with the Canadian Shipping Act and that it will be operated in accordance with safe boating principles in the Port Elgin Harbour;
  - 3.27. All owner/operators shall ensure that no device (i.e. vertical mast lines), be it standard equipment or installed, shall cause a noise disturbance for other boaters during periods of high winds or inclement weather. Any such noise disturbance must be reported to the Harbour Master in order to alleviate the problem;
  - 3.28. No person shall moor a dinghy or personal water craft in such a manner to obstruct another boater;
  - 3.29. All vessels must be maintained in a manner that they will operate and travel under their own power. In conjunction with the Harbour Master, it is understood that an allotted amount of down time will be necessary if servicing to the boat is required;
  - 3.30. Key fobs will not be activated until accounts are in good standing and proof of insurance has been provided;
  - 3.31. Powerboats must be deemed seaworthy under their own power.
  - 3.32. Two key fobs will be issued per boat at no charge. Any additional key fobs will be subject to a non-refundable fee as outlined by the Town's Fees and Charges By-law

## 4. Wait List

- 4.1. Any owner/operator requesting to be added to the wait list must complete the Harbour Wait List application;
- 4.2. A harbour wait list deposit is required at the time of completing the Harbour Wait List application. The deposit will be credited to the first season's mooring rate. Please refer to the current seasonal fees for deposit fee;

- 4.3. An owner/operator may request in writing to have their name removed from the wait list and their deposit, less and administration fee will be refunded;
- 4.4. If a slip is offered and declined twice by the wait list applicant, the owner/operator's name will be removed from the wait list. They will have the option to re-apply, however, their name will be placed at the bottom of the wait list and their wait list deposit will not be refunded;
- 4.5. In the event the owner/operator decides to vacate their slip for a season but would like to return the following season, a request in writing must be presented to the Harbour Master or designate. If the Harbour Master or designate agrees, then the owner/operator will be charged a slip holding fee as per the current rate sheet. This will only apply for one (1) calendar year. If the owner/operator returns the same season, they will be placed into a transient slip for the remainder of the season. The Town reserves the right to lease out that slip during the vacated period.
- 4.6. In the event an owner/operator is considering purchasing a new vessel that may necessitate a different berth; the said owner/operator must, prior to the purchase of the new vessel, inform the Harbour Master or designate of this possible change. If a change of slip is deemed necessary, the Harbour Master or designate will do everything in his/her powers to assign a compatible slip in a timely fashion.

## 5. Launch Ramp & Service Dock

- 5.1. Unless otherwise specifically permitted in these Rules and Regulations, the municipal launch ramp dock shall be used for loading and unloading of people, vessels and materials only and not for the long term mooring of vessels;
- 5.2. No person shall store materials on the municipal launch ramp area;
  - 5.2.1. Except on a temporary basis just prior to loading or after unloading;
  - 5.2.2. At any time in a location which would prevent the use of a dock by others;
- 5.3. No person shall cause a vessel to be left unattended or adjacent to the launch ramp or to the service dock;
- 5.4. Every person using the launch ramp or the service dock shall immediately vacate for an emergency vessel operating in the case of an emergency;
- 5.5. No person shall use the launch ramp without first paying the prescribed fee;
- 5.6. Dogs are not permitted to swim in the harbour or launch ramp area.

## 6. Vehicle & Trailer Parking Regulations

- 6.1. The leaving of vehicles parked directly in front of the launch ramp is prohibited. Vehicles may be towed away at the owner/operator's expense. The Town will not be liable for loss or damage to vehicles or vessels left in the Harbour facilities;
- 6.2. Vehicles parked in violation of the conditions listed in these Rules & Regulations, or in violation of posted signs may be towed away and impounded in a designated storage area;
- 6.3. Transient boaters may leave their vessel trailer and vehicle in the North Harbour parking lot during their visit on fishing derby dates or on a daily basis with a parking permit, which is collected and paid for at the Harbour Office. All parking permits shall be prominently displayed;
- 6.4. Boaters who possess a launch ramp pass must display it prominently on their vehicle windshield;
- 6.5. Vessel owners who winter store their vessels in the North Harbour parking lot, shall have all debris (including boat cradles, trailers, masts and mast cradles) removed from the area no later than June 1 of each given year. Failure to remove such property will result in a fine;
- 6.6. Any property not removed by June 1 will be removed by the Town and placed in a holding area for a maximum of thirty (30) days at a rate of \$10.00 per day, plus the cost of removal (not less than \$100.00). It will be released to the owner of the vessel upon payment of any outstanding fees. The Town shall not be held liable for any loss or damage;
- 6.7. Overnight camping is prohibited in the North Harbour parking lot in accordance with By-Law 51-2009.

## 7. Fees

- 7.1. The owner/operator shall pay for a vessel length or dock length, the larger of the two. *For example:* If a 25' boat is moored in a 30' slip, the owner/operator will pay for 30' slip; if a 32' boat is moored at a 30' slip, the owner/operator shall pay for 32' vessel;
- 7.2. User fees shall be established by Council as part of the annual budget deliberations, and by the Town of Saugeen Shores Fees and Charges By-law;
- 7.3. Lease Contracts are subject to the following payment provisions:

- 7.3.1. Deposit payable by January 15 to secure a slip in the harbour;
- 7.3.2. Option to pay full payment by January 15 and receive a \$50.00 rebate;
- 7.3.3. Any remaining Lease Contract fees shall be due and payable on or before March 31
- 7.3.4. Full seasonal fees are due and payable on or before March 31. If not paid on or before April 1, a penalty shall be added. That penalty will be effective from March 31 at a rate of 5%;
- 7.3.5. Failure to pay seasonal permit fees by April 31 will result in the cancellation of the slip and the issuance of an eviction notice. Owners/operators may not occupy a berth until all fees have been paid;
- 7.3.6. Owner/operators who choose to place their vessel in the harbour and have not paid their Lease Contract fee shall be subject to a fine;
- 7.3.7. A boater for any reason who voluntarily surrenders prior to July 31 a seasonal dock during their contract, will be charged a transient monthly rate for their occupancy to date that will equate to no less than half of a seasonal rate. The boater will vacate the slip immediately and remove all property;
- 7.3.8. No refund of a seasonal docking permit will be granted for occupancy beyond July 31 in any year;
- 7.3.9. Harbour deposits are non-refundable;
- 7.4. Incomplete Seasonal Docking Forms and unsigned Lease Contracts will not be accepted and could result in the issuance of seasonal slip. Information collected on the Seasonal Docking Form is utilized to ensure that boats are safely in their slip, and that in the case of an emergency, staff are able to contact boaters or a designate as soon as possible;
- 7.5. The Town reserves the sole right to revoke a seasonal contract as a result of violations of Harbour rules;
- 7.6. A refund of weekly or monthly transient fee may be granted at the discretion of the Harbour Master or designate;
- 7.7. Owners/operators that have paid in full will receive a decal to be placed on their vessel which must be visible from the main dock. Codes and key fobs for internet services and for boater-only washrooms will also be administered once owner/operators have paid in full;

- 7.8. It is understood boats will be measured from bow to stern, and anything that extends over the above manufacturer's length. Any additional vessel (PWC) in the water will be charged an additional price per foot. The seasonal mooring rate will be adjusted accordingly;
- 7.9. Any boater involved in an illegal activity will have their contract cancelled immediately and will be required to remove vessel from Harbour. The Town will impound said vessel at owner's expense if the owner/operator cannot remove vessel by date determined by the Harbour Master;
- 7.10. Seasonal fees will be prorated for a boater reserving a slip for the balance of the season from June 15 onwards.

## **8. Removal / Impoundment of Vessels, Materials and Obstructions**

- 8.1. The Harbour Master or designate, or a Municipal Law Enforcement Officer may remove and impound, or cause to be removed and impounded, any vessel, materials or obstruction that occupies the harbour if adequate reason to do so is presented;
- 8.2. Any vessel, materials or obstruction removed or impounded under this section may be recovered by the owner upon presenting proof of ownership and upon payment in full of all costs incurred by the Town in removing and impounding (including storing) and any fines owing by the owner under these Rules & Regulations (refer to section 6.6);
- 8.3. If any vessel, materials or obstruction is removed or impounded, the Harbour Master or designate, or a Municipal Law Enforcement Officer shall make reasonable efforts to obtain the name and address of the owner of the vessel, materials or obstruction, and:
  - 8.3.1. If the name and address of the owner is determined, the Harbour Master or designate, or a Municipal By-law Enforcement Officer shall give written notice delivered in person to the owner or sent by registered mail to the owner advising the owner of the removal and impoundment, the sum payable to release the vessel, materials or obstruction, and the date for sale by public auction or disposition under 8.4, as applicable, if unclaimed; or
  - 8.3.2. If the identity of the owner is not determined, the Harbour Master or designate, or a Municipal By-law Enforcement Officer shall cause a notice to be posted on the vessel or object causing the infraction advising of the removal and impoundment, the sum payable to release the vessel and the planned date for sale by public auction or disposition under section 8.4, as applicable, if unclaimed;

- 8.4. The fees, costs and expenses payable by the owner of a vessel for the relocation or removal of any vessel, materials or obstruction shall be the actual costs of labour (not less \$100.00) or machinery used to accomplish the work, whether carried out by the Town or contracted out;
- 8.5. A sign at the Harbour facility shall notify the public that vessels, materials or obstructions occupying the Harbour in contravention of the Rules & Regulations, may be removed and impounded by or on behalf of the Town at the cost of the owner, and may be sold at public auction or otherwise disposed of if unclaimed;
- 8.6. The Town may engage the services of a bailiff to remove impound and auction any vessel, materials or other obstructions under this section.

## 9. Noise By-law

- 9.1. The Town of Saugeen Shores Noise By-Law 78-2001, will be adhered to. Every effort is to be made by the vessel owner/operator to keep noise pollution to a bare minimum to ensure safety of workers and concern for the neighbouring residents as per By-Law 78-2001;