



THE CORPORATION OF THE CITY OF NORTH VANCOUVER

**“Wharf Regulation Bylaw, 2005, No. 7665”  
(St. Roch Dock, Burrard Dry Dock and  
Goldsworthy Pier)**

**CONSOLIDATED FOR CONVENIENCE – FEBRUARY 5, 2018**

Amendment Bylaw, 2005, No. 7692	Inventory of Wharves, Fines, Schedule A and Moorage Fees
Amendment Bylaw, 2009, No. 8034	Bylaw Notice Process
Amendment Bylaw, 2015, No. 8448	Part 3, 6, 7, 8, 9 and Schedule A, B, C and E
Amendment Bylaw, 2018, No. 8605	Schedule E

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

**BYLAW NO. 7665**

**A Bylaw relating to Wharves, piers and Floating docks in the City of North Vancouver (St. Roch Dock, Burrard Dry Dock Pier and Goldsworthy Pier)**

**WHEREAS** the City of North Vancouver has established a service to acquire and operate Wharf facilities;

**NOW THEREFORE** the Council for The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

**PART 1 – TABLE OF CONTENTS**

**101** This Bylaw, for purposes of convenience only, is divided into the following parts:

<b>PART</b>	<b>TITLE</b>
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## **PART 2 – TITLE**

**201** This Bylaw may be cited for all purposes as the “**Wharf Regulation Bylaw, 2005, No. 7665**” (St. Roch Dock, Burrard Dry Dock and Goldsworthy Pier).

## **PART 3 – INTERPRETATION**

### **301 APPLICATION**

This bylaw applies in respect of all wharves in the City of North Vancouver listed in Schedule “A”.

### **302 DEFINITIONS**

In this bylaw:

“**Abandoned**” means leaving a Vessel or Watercraft at a Wharf for a period in excess of 3hrs without an agreement in place signed by the Wharf Manager;

“**Authorized Personnel**” includes the Wharf Manager, City of North Vancouver Bylaw Enforcement Officers, and members of the RCMP as well as security and maintenance staff approved by the Wharf Manager; *[Bylaw 8448, December 9, 2015]*

“**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;

“**Bylaw Enforcement Officer**” means Bylaw Enforcement Officers under section 36 of the Police Act, Wharf Manager, Members of the Royal Canadian Mounted Police or other persons acting in another capacity on behalf of the City for the purpose of enforcement of this or other Bylaws of the City; *[Bylaw 8034, November 2, 2009]*

“**City**” means the Corporation of the City of North Vancouver;

“**Commercial Service**” means the sale, exposure for display or sale of any goods, materials or services or business conducted; *[Bylaw 8448, December 9, 2015]*

“**Council**” means the Council of the City of North Vancouver;

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

“**Dangerous Goods**” means Dangerous Goods as defined in the Transportation of Dangerous Goods Act;

“**Emergency Personnel**” includes any person, group or organization authorized by municipal bylaws or provincial or federal statute to respond to emergency situations, including Port Metro Operations and Harbour Master’s Office; *[Bylaw 8448, December 9, 2015]*

**“Emergency Service Vessel”** means a police, fire, search and rescue, or ambulance Vessel;

**“Emergency Vehicle”** means police vehicle, ambulance, fire or search and rescue vehicle;

**“Engineer”** – Deleted in its entirety [Bylaw 8448, December 9, 2015]

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

**“Float”** means a Floating structure designed for the Mooring or Berthing of Vessels and includes a Floating Wharf;

**“Length”** means:

- a. in the case of a Vessel registered under the *Canada Shipping Act*, 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 *Liquor Control and Licensing Act*;

**“Live Aboard”** means a Vessel or Watercraft with long-term living accommodation;

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

**“Moor”** means to secure a Vessel or Watercraft by means of lines or cables; [Bylaw 8448, December 9, 2015]

**“Moorage Agreement”** means an agreement for moorage authorized by the Wharf Manager in the form attached as Schedule “B” to this bylaw;

**“Owner”** includes the person in control or master of a Vessel;

**“Raft”** means the Mooring of one Vessel or Watercraft alongside another;

**“Seaplane”** means an aircraft on floats, whether operated privately or commercially;

**“Special Event”** means an organized noteworthy happening, occurrence or contest designed for a definite purpose or occasion;

**“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 whether or not propelled by machinery;

**“Waterlot Area”** means an area leased or licensed to the City in which is located a Wharf and includes those areas shown outlined and hatched in Schedule “A”;

**“Wharf”** means a landing pier, ramp, dock, Floating dock or Float for Vessels and Watercraft that is owned or maintained by the City and includes those listed in schedule “A”; and

**“Wharf Manager”** means a person designated by City Council to manage the operation of a Wharf.

#### **PART 4 – INVENTORY OF WHARVES**

**401** Schedule “A” of this bylaw, and the map attached thereto, lists and identifies the location of all the wharves, piers, Floating docks and foreshore areas in the City of North Vancouver to which this bylaw applies. *[Bylaw 7692, March 21, 2005]*

#### **PART 5 – AUTHORIZATION BY CITY COUNCIL**

**501** Business concessions or similar activities are not permitted on any Wharf unless previously approved by the Wharf Manager;

**502** Council has authorized management of wharves in the City as detailed in Part 6 of this bylaw.

#### **PART 6 – ORGANIZATION**

**601** Wharves in the City shall be managed as follows:

(a) The Wharf Manager is responsible to the Director of Community Development for the operation, administration and management of the St. Roch Dock, Burrard Dry Dock and Goldsworthy Pier; *[Bylaw 8448, December 9, 2015]*

(b) Without limiting a), the Wharf Manager, within the area outlined in Schedule A, is hereby authorized to:

- (1) Establish times during which any Wharf, area within a Wharf, or facility therein is open or closed to the public;
- (2) Establish Moorage, storage and loading areas at a Wharf;
- (3) Establish and waive fees for Moorage and Moorage Agreements;
- (4) Order a Vessel or Watercraft to leave a Wharf or to move or alter its position at the Wharf; and
- (5) Direct the position, time, place and manner in which a Vessel or Watercraft may be Moored, loaded or unloaded at a Wharf;
- (6) Prohibit a person from Mooring a Vessel or Watercraft at a Wharf where there are unpaid Moorage fees, 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 City;

- (7) Remove or cause to be removed from any Wharf, any obstruction or thing placed therein or thereon contrary to the provisions of this bylaw; and is hereby authorized to do every lawful act required to have any such obstruction removed in the shortest possible time, and to hold any article or thing causing such obstruction until the expense of the removal thereof has been paid, or alternatively disposed of by public auction;
- (8) Post signs to prohibit, direct or control vehicular traffic, parking and Moorage within the area outlined in Schedule A;
- (9) Permit, regulate or prohibit access to power and water on any Wharf;
- (10) Reduce the maximum vessel Length from Section 703 permitted on any Wharf under this bylaw;
- (11) Prohibit use of any Wharf, when, in the Wharf Manager's opinion, such use would cause damage to or result in unreasonable or unacceptable wear and tear on any such facility;
- (12) Permit, reject or impose conditions on programmed events and activities on City Wharves;
- (13) To program activities in any of the area outlined in Schedule A.
- (14) Revoke a Moorage Agreement;
- (15) Have a Vessel, Watercraft or goods removed from a Wharf with the costs of such removal to be payable by the Owner in accordance with Part 10 sub-section 1003 where the Vessel, Watercraft or goods have not been removed from a Wharf immediately after the removal thereof is ordered by the Wharf Manager.

## **PART 7 – REGULATIONS**

### **701 COMMERCIAL SERVICES**

- (a) No person shall sell, expose or display for sale any goods or materials, including refreshments, or conduct any Business on a Wharf except as authorized by the Wharf Manager. This subsection does not prohibit the use of a Wharf to transport commodities or goods 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 a Wharf unless with the written permission of the Wharf Manager. Business or commercial services do not include the delivery of commodities or goods by Owners or operators of retail Business and the pickup, exchange or return of commodities or goods.

### **702 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, NB Transport Canada Vessel Registration Office. [Bylaw 8448, December 9, 2015]

### **703 MAXIMUM VESSEL LENGTH**

No person shall Moor a Vessel or Watercraft, unless approved by the Wharf Manager, in excess of: [Bylaw 8448, December 9, 2015]

- (a) 11m in Length at Goldsworthy Pier's Floating dock;
- (b) 25m in Length at St. Roch Dock;
- (c) 134m in Length at Burrard Dry Dock Pier. [Bylaw 8448, December 9, 2015]

### **704 HOURS OF USE**

Unless otherwise posted or approved by the Wharf Manager, Wharves, piers and Floating docks in the City of North Vancouver are closed from 11:00 pm to 6:00 am. No person shall enter a Wharf, pier or Floating dock when closed. The provisions of sub-section 704 do not apply to Authorized Personnel in the performance of their duties. [Bylaw 8448, December 9, 2015]

### **705 RIGHT OF ENTRY**

Pursuant to Section 16 of the *Community Charter*, any Authorized Personnel may enter, at all reasonable times, upon any property including a Wharf or the adjacent property, including by vehicle, in order to ascertain whether the provisions of this bylaw are being observed.

### **706 EMERGENCY RESPONSE**

The Wharf Manager will coordinate emergency response procedures with Port Metro Vancouver Operations and the Harbour Master's Office. [Bylaw 8448, December 9, 2015]

## **PART 8 – APPLICATIONS FOR SPECIAL EVENTS AND MOORAGE**

### **801 SPECIAL EVENTS**

The Wharf Manager may approve, reject or impose conditions on applications to hold a Special Event on a Wharf.

### **802 MOORAGE**

- (a) All Mooring of Vessels and Watercraft on any Wharf under this bylaw is prohibited unless authorized by the Wharf Manager.
- (b) A Moorage Agreement (Schedule "B" attached) is required for Moorage at the Burrard Dry Dock Pier at all times and at the St. Roch Dock and Goldsworthy Pier for moorage in excess of 3 hours. [Bylaw 8448, December 9, 2015]

### **803 MOORAGE RULES**

Moorage Rules, outlined in Schedule “C” of this bylaw, apply to all Wharves in the City of North Vancouver.

### **804 PUBLIC MOORAGE FEES APPLICABLE TO WHARVES**

Every Owner or operator of a Vessel or Watercraft Moored at a Wharf shall:

- (a) Pay Moorage fees as required under Schedule “E” to this bylaw immediately upon Mooring the Vessel or Watercraft to a Wharf;
- (b) Not exceed 3 hour Moorage without a Moorage Agreement (St. Roch Dock and Goldsworthy Pier); *[Bylaw 8448, December 9, 2015]*
- (c) Pay Moorage Agreement fees as specified by the Wharf Manager.

## **PART 9 – GENERAL PROHIBITIONS AND OFFENCES**

*[Bylaw 8034, November 2, 2009]*

### **901 DANGEROUS GOODS**

- (a) No person shall Moor a Vessel or Watercraft carrying Dangerous Goods or Explosives at a Wharf;
- (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 at a Wharf.

### **902 SEAPLANES**

The loading and unloading of passengers onto wharves from Seaplanes is prohibited.

### **903 ABANDONMENT**

No person shall abandon a Vessel or Watercraft at a Wharf and would be subject to the Navigation Protection Program of Transport Canada”. *[Bylaw 8448, December 9, 2015]*

### **904 ANCHORING**

No person shall anchor a Vessel or Watercraft in the Waterlot Area surrounding St. Roch Dock or Burrard Dry Dock Pier or Goldsworthy Pier without the written permission of the Wharf Manager.

### **905 OBSTRUCTION**

No unauthorized person shall:

- (a) use the surface of a Wharf for any maintenance or repair work;



- (b) refuel or maintain motorized equipment or use paints, solvents or other materials toxic to fish or humans on a Wharf;
- (c) do any other thing in such a manner as to impede the use of a Wharf for short-term Moorage and access;
- (d) use any Vessel or Watercraft Moored at a Wharf for live-aboard activity;
- (e) flush Vessel heads at a Wharf;
- (f) encroach on the foreshore by the grounding of Vessels or equipment or create other disturbance of the foreshore or seabed;
- (g) Moor a Vessel or Watercraft at a Wharf in such a manner as to unduly obstruct the movement of other Vessels or Watercraft;
- (h) 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; or
- (i) not storing, or permit to store, items on the wharf. *[Bylaw 8448, December 9, 2015]*

**906 CONSTRUCTION**

No person shall build upon or place any structure on a Wharf except as authorized by the Wharf Manager.

**907 PUBLIC CONDUCT**

- (a) No person shall obstruct or interfere with any person, Vessel or Watercraft lawfully using a Wharf;
- (b) No person shall behave in a disorderly, dangerous or offensive manner on a Wharf;
- (c) No person shall bring a live animal onto a Wharf unless the animal:
  - i. is on a leash or properly caged;
- (d) No person shall engage in any fishing or crabbing at or from any Wharf or Waterlot Area as per Fisheries and Oceans Canada regulations;
- (e) No person shall feed any birds on or from any Wharf or Waterlot Area;
- (f) No person shall start an open fire on a Wharf.

**908 NOISY ACTIVITIES**

No person shall, while on a Wharf or on a Vessel Moored at a Wharf, make any amplified sound or operate any equipment, which disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.

**909 DIVING OR JUMPING**

No person shall dive or jump off a Wharf.

**910 SIGNS**

No person shall place, post or erect a sign on a Wharf in the City without written authorization from the Wharf Manager.

**911 DAMAGE**

- (a) No person shall remove, destroy or damage any Wharf or structure or sign attached to a Wharf;
- (b) No person shall remove, destroy or damage any notices, rules or regulation posted on a Wharf by or under the authority of the Wharf Manager;
- (c) 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.

**912 STORAGE**

No person shall store any material of any kind, including a Watercraft, on the surface of a Wharf, except in an area designated as a storage area by a sign indicating the area is a storage area.

**913 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.

**914 MOORAGE RULES**

It is an offence for any person using any of the wharves in the City to fail to adhere to the Moorage Rules contained in Schedule C of this Bylaw.

**PART 10 – ENFORCEMENT**

**1001 ENFORCEMENT POWERS**

- (a) All Authorized Personnel may enforce this bylaw in the course of their duties;
- (b) Any Authorized Personnel 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 Authorized Personnel, and every person so ordered shall comply with the order and leave the Wharf immediately or within the specified time period;

- (c) No person shall hinder, oppose, molest or obstruct Authorized Personnel in the discharge of their duties.

**1002** Deleted *[Bylaw 8034, November 2, 2009]*

**1003 REMOVAL AND IMPOUNDMENT OF VESSELS, WATERCRAFT, CHATTELS AND OBSTRUCTIONS**

- (a) Any Vessel, Watercraft, chattel or obstruction that occupies a Wharf in contravention of this bylaw may be removed, detained and impounded by any person authorized to do so by the Wharf Manager;
- (b) The cost of removing, detaining, impounding and storing any Vessel, Watercraft, chattel or obstruction shall be charged to the Owner of same;
- (c) Any Vessel, Watercraft, chattel or obstruction removed, detained and impounded under this section may be recovered by the Owner upon presenting proof of Ownership and upon payment in full of all fees, costs and expenses levied under this bylaw to the Wharf Manager.

**1004 PUBLIC AUCTION**

- (a) In the event that the charges herein before mentioned in Section 1003 are not paid within 90 Days from the removal, detention or impounding, the City or its agents may sell the same by public auction;
- (b) Any Vessel, Watercraft, chattel or obstruction not claimed by its Owner within 30 Days of its impoundment or detention may be sold at public auction;
- (c) Before selling by public auction under this section, the City or its agents shall advertise the time and place of the proposed public auction in two consecutive issues of a newspaper circulating in the City, giving at least ten Days' notice of such proposed sale;
- (d) The proceeds of any such sale by public auction shall be applied firstly against any expense for such sale and all charges for which the Owner is liable under this section, and the balance of the proceeds, if any, shall be paid to the Owner upon application therefore to the City Clerk;
- (e) Should any Vessel, Watercraft, chattel or obstruction not be purchased at public auction under this section, then it may be disposed of in the City dump, or place approved by the Wharf 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 City from the Owner;
- (f) Where any Vessel, Watercraft, chattel or obstruction has an apparent market value of less than \$250.00, as determined by the Wharf Manager, and is not claimed by its Owner within 30 Days of its impoundment or

detention, it may be removed and disposed of by the City 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 City.

## **PART 11 – OFFENCES, PENALTIES AND ENFORCEMENT**

**1101** Every person who violates a provision of this Bylaw, or consents, allows or permits an act or thing to be done in violation of a provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by a provision of this Bylaw, is guilty of an offence and is liable to the penalties imposed under this Bylaw or any other applicable Bylaw of the City, and is guilty of a separate offence each day that a violation continues to exist.

- Any person who contravenes any of the provisions of this bylaw commits an offence punishable upon summary conviction and is liable to a fine of not more than \$10,000.00 or to imprisonment for not more than six months or to both. Each day that an offence continues shall constitute a separate offence.
- Pursuant to Section 264 of the Community Charter, S.B.C. 2003 Chapter 26, any person designated as a Bylaw Enforcement Officer pursuant to the Bylaw Notice Enforcement Bylaw, 2005, No. 7675 or is named as the Enforcement Officer pursuant to the Ticket Information Utilization Bylaw, 1992, No. 6300 is hereby authorised and empowered to enforce the provisions of this Bylaw by Bylaw Notice or Municipal Ticket Information or as otherwise provided by this or any other Bylaw.

The provisions of this Bylaw are severable. If, for any reason, any provision is held to be invalid by the decision of a court of competent jurisdiction, such a decision shall not affect the validity of the remaining provisions of this Bylaw.

**PART 12 – SCHEDULES**

**1201** Schedules "A" to "E" inclusive of this bylaw are attached hereto and form part of this bylaw.

READ a first time by the Council on the 10<sup>th</sup> day of January, 2005.

READ a second time by the Council on the 10<sup>th</sup> day of January, 2005.

READ a third time and passed by the Council on the 10<sup>th</sup> day of January, 2005.

RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 17<sup>th</sup> day of January, 2005.

\_\_\_\_\_  
"Barbara A. Sharp"

MAYOR

\_\_\_\_\_  
"Sandra E. Dowey"

CITY CLERK

**SCHEDULE “A”**  
**WHARVES IN THE CITY**

**“WHARF REGULATION BYLAW, 2005, No. 7665”**

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**PART 12 – SCHEDULE A**

**1 GENERAL LOCATION**

*[Bylaw 8448, December 9, 2015]*

- (a) Goldsworthy Pier, Waterfront Park
- (b) St. Roch Dock and Burrard Dry Dock Pier, foreshore and Waterlot Area including:
  - Lot A of that portion of the bed and foreshore of Burrard Inlet lying in front of Block 176 District Lot 274 Group 1, New Westminster District, Plan LMP 50309;
  - Lot C (Except Part Now Road), Block 176, and of that Portion of the Bed and Foreshore of Burrard Inlet Lying in Front of Block 176, District Lot 274, Group 1, New Westminster District Plan LMP50310; and, *[Bylaw 7692, March 21, 2005]*
  - Lot D (Except Part Now Road), Block 176, and of that Portion of the Bed and Foreshore of Burrard Inlet Lying in Front of Block 176, District Lot 274, Group 1, New Westminster District Plan LMP50309. *[Bylaw 7692, March 21, 2005]*

**Schedule A**  
**(1) General Location**

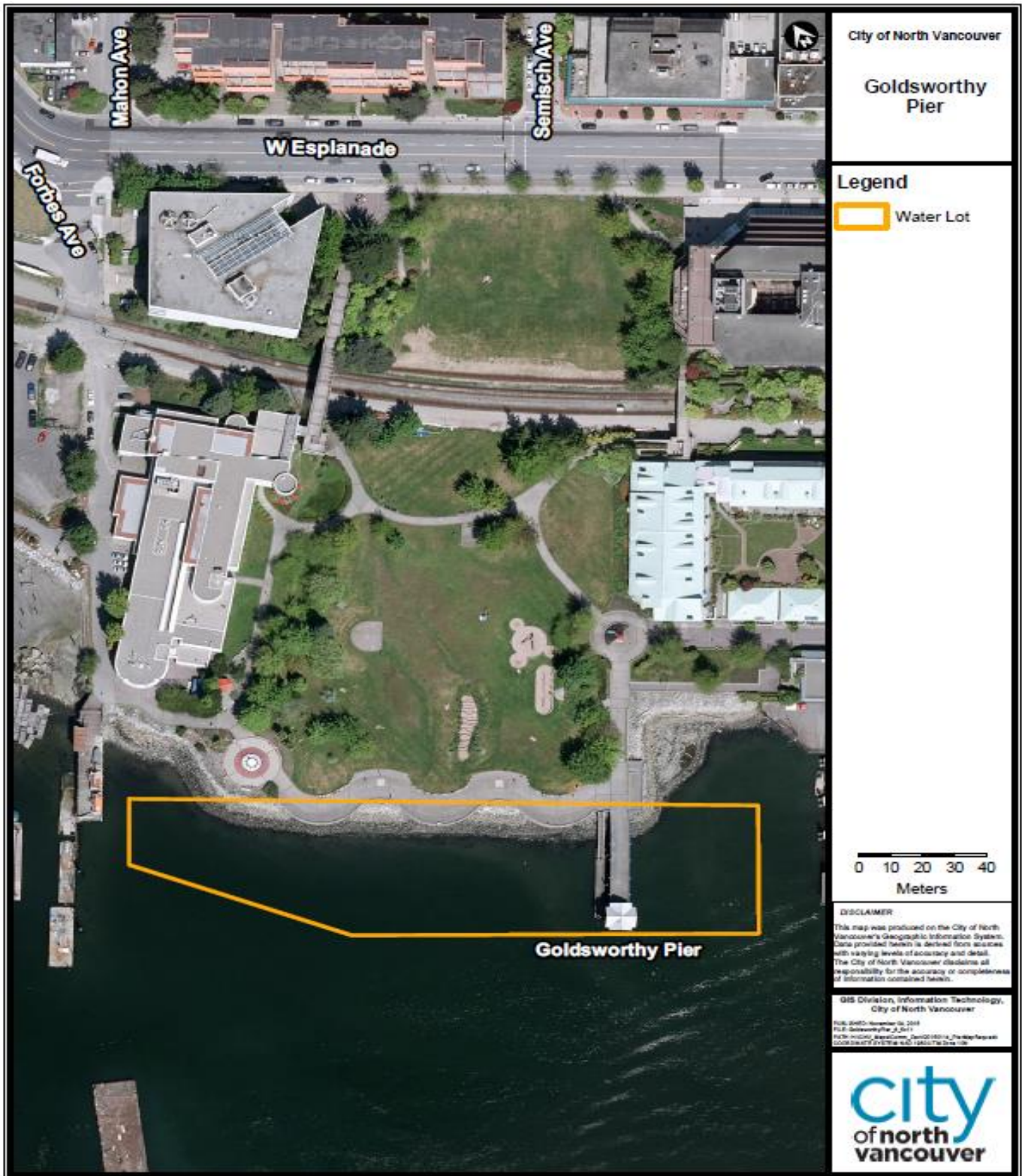


[Bylaw 8448, December 9, 2015]



**Schedule A**

(2) Goldsworthy Pier showing Water Lot



[Bylaw 8448, December 9, 2015]





**SCHEDULE "B"**  
**MOORAGE AGREEMENT**

Permission is granted to \_\_\_\_\_

*(name of user)*

to Moor his/her Vessel \_\_\_\_\_ at the:

*(name of Vessel)*

- Goldsworthy Pier, Waterfront Park
- St. Roch Dock, The Shipyards
- Burrard Dry Dock Pier, the Shipyards

from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_

Wharf Manager, City of North Vancouver

Fees & Conditions of Moorage : *(please note at Burrard Dry Dock Pier all berthage services will be supplied, at the vessel's cost, by our pre-approved logistical services contractor).*

\_\_\_\_\_  
I, \_\_\_\_\_, Owner of Vessel \_\_\_\_\_,

*(name of Owner in full)*

*(name of Vessel)*

release the City of North Vancouver, Council and staff, from any and all actions, damages, loss or injury to person or property which heretofore or hereafter may be sustained arising out of the Mooring of my Vessel at the Goldsworthy Pier, Waterfront Park or St. Roch Dock or Burrard Dry Dock Pier at the Pier Development and, hereby agree to indemnify and save harmless the City of North Vancouver, Council and staff from and against all claims, demands, losses, costs, debts, damages, actions, suits, or other proceedings by whomsoever made; arising out of, or attributable in any way to, the Mooring of my Vessel at any of these City Wharves.

I have read, understand and agree to abide by the Moorage regulations pursuant to Bylaw 7665 of the City of North Vancouver.

\_\_\_\_\_  
Vessel Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

***This agreement may be terminated at any time by the Wharf Manager.***

*[Bylaw 8448, December 9, 2015]*

**SCHEDULE “C”**  
**MOORAGE RULES**

**“WHARF REGULATION BYLAW, 2005, No. 7665”**

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**PART 12 – SCHEDULE C**

***Moorage Rules***

1. All Vessels approaching, using, or leaving the Floating dock, shall do so in a cautious and seaman-like manner, so as not to roll up swell, or do damage to other craft or City property. Speed shall not exceed three (3) knots.
2. Each Owner is responsible for the safe Mooring of his/her boat. Owners shall furnish and maintain their own safe line and chaffing gear. Chaffing gear shall be attached to the boat only and not to the Floats.
3. Owners are responsible for periodically checking their boats, lines and fenders to ensure that they are secure.
4. Security is the responsibility of boat Owners. All cabins must be locked when the Owner is absent, and nothing should be left in such a way as to invite theft or vandalism.
5. Major restoration or maintenance projects are not to be undertaken on a Wharf in the City. Owners may carry out routine maintenance work, but no litter is to be thrown overboard or left on the premises. The storage of flammable liquids, oily rags, etc., is prohibited.
6. All Wharves must be kept free of personal property at all times.
7. Boats may not be officially, or unofficially, posted for sale at a Wharf.
8. Any Vessel Moored at a Wharf without authorization, will be towed away at the Owner's expense.
9. Children under the age of 14 years shall not be permitted a Wharf unless accompanied by an adult.
10. Dogs are prohibited on a Wharf unless on a leash under the control of the Owner.
11. Boat Owners and guests must conduct themselves in a manner conducive to the safety of the harbour and the quiet enjoyment of others.
12. No person shall cause any Live Aboard, Vessel or Watercraft to Moor or to remain Moored overnight or remain in a Waterlot Area as indicated on Schedule A of this bylaw without written permission of the Wharf Manager;
13. No person shall secure the Berth of any Vessel or Watercraft at the Wharf by use of a lock or otherwise in a manner that prevents the Wharf Manager from relocating the Vessel or Watercraft;
14. When safe to do so, when required by limited Mooring space any person in charge of a Vessel or Watercraft may Raft the Vessel or Watercraft provided that no more than two Vessels or Watercrafts are Rafted;

15. Sanitary services are not available. Vessels using the Burrard Dry Dock Pier must be equipped with holding tanks;
16. The maintenance and safety of Vessels open to the public shall remain the responsibility of the Vessel Owner;
17. Vessel Owners are not permitted to charge a fee nor solicit donations for any purposes without the consent of the Wharf Manager;
18. All vessels must be clearly marked, with the name or registration number as required by law.
19. All vessels with a Moorage Agreement require General Commercial Liability Insurance in the amount of \$2Million, naming the City of North Vancouver as additional insured. *[Bylaw 8448, December 9, 2015]*

#### **SCHEDULE “D”**

Deleted in its entirety

*[Bylaw 8034, November 2, 2009]*

**SCHEDULE “E”**  
**MOORAGE FEES**

**1. MOORAGE FEES**

- (a) **Moorage** fees for the Goldsworthy Pier, St. Roch Dock and Burrard Dry Dock Pier are as follows:

<b>Vessel or Watercraft Length and Applicable Rates</b>				
<b>Up to 40ft (12m)</b>	<b>40ft (12m) to 79ft (24m)</b>	<b>80ft (24.4m) to 149ft (45.4m)</b>	<b>150ft (45.7m) to 199ft (60.6m)</b>	<b>Greater than 200ft (60.9m)</b>
\$1.80ft/day*	\$1.90ft/day	\$2.25ft/day	\$3.25ft/day	\$4.50ft/day

\*Day = 24 hour period or portion thereof

- (b) No Moorage is permitted on Burrard Dry Dock Pier without written authorization in the form of a Moorage Agreement signed by the Wharf Manager;
- (c) Notwithstanding (a), a Moorage Agreement is required for Moorage in excess of 3 hours at St. Roch Dock and Goldsworthy Pier;
- (d) Fees are waived for a vessel that is not of a commercial type or design and belongs to Her Majesty in the right of Canada or to a foreign government that is not engaged in commercial activity;
- (e) For commercial vessel overnight layovers, fees will be calculated hourly for repeated overnight moorages if the individual moorages are of five (5) or more individual non-consecutive nights, calculated based on vessel arrival time, if the booking is made more than two weeks in advance of the initial overnight layover date;
- (f) For non-working commercial vessels during the shoulder season (beginning of November to end of March, excluding the Easter weekend) the minimum charge will be \$650 daily per vessel without potable water available, or \$800 per day with potable water supply;
- (g) For the docks and piers to be used as film location(s), the Filming Fees in Schedule C of “Fees and Charges Bylaw, 1993, No. 6383” apply;
- (h) For the booking of the Burrard Dry Dock Pier and/or St. Roch Dock for events, then the applicable fees are those contained in The Shipyards Events Policy (2018); and
- (i) The Wharf Manager may adjust or waive fees for vessels of significant public interest, and reserves the right, to determine for the purposes of moorage fees, the length of any vessel.

## **2. EMERGENCY VESSEL MOORAGE FEES**

- (a) Emergency Service Vessels, when not performing emergency services or training exercises, shall pay to the City the same Moorage fees as prescribed in 1. above;
- (b) Emergency Service Vessels, while actively performing emergency services or engaged in training exercises, shall not be subject to the Moorage fees in Schedule E.

*[Bylaw 8605, February 5, 2018]*