

STAFF REPORT: Recreation

REPORT TO: Infrastructure & Recreation Committee
MEETING DATE: January 14, 2010
REPORT NO.: DOR11 02
SUBJECT: Waiting List Policy for Thornbury Harbour
PREPARED BY: Ryan Gibbons, Harbour Manager
Shawn Everitt, Director of Recreation,

A. Recommendations

THAT Council receive Staff Report DOR11 02 entitled, "Waiting List Policy for Thornbury Harbour" for information purposes; and

THAT Council approve the Thornbury Harbour Waiting List Policy as presented.

B. Background

A frequently heard question from individuals trying to secure a mooring slip at the Thornbury Harbour is why Town residents are not given preference for slips. This question has become more frequent over the past two to three years.

Staff believes a policy needs to put in place that outlines the wishes of Council for any priority that may or may not be established for a resident / non resident preferred allotment. Through the proposed Thornbury Harbour Waiting List Policy, Staff are recommending confirmation that preference not be given to Town residents through the waiting list process.

In preparation of this Report, Town staff have taken the opportunity to communicate with other municipal harbours to determine if there is common practice for the allotment of slips. Town Staff typically uses the Kincardine Marina, Port Elgin Marina, Midland Marina, Meaford Marina, and Lions Head Marina as similar comparators.

It is important to note that during this comparison Staff does not use private marinas as comparators.

At the time of communication with these Marinas, it was questioned whether priority or preference for residents regarding slip allotment was given, the response was 100% consistent in nature.

- Kincardine - No preferred allocation of slips
- Lions Head - No preferred allocation of slips
- Port Elgin - No preferred allocation of slips

-
- Midland - No preferred allocation of slips
 - Meaford - No preferred allocation of slips

It was also noted that similar to the Thornbury Harbour, these harbours are owned by the Federal Government and leased to each municipality through the Department of Fisheries and Oceans. It should be noted both residents and non-residents are subject to Federal taxes.

The Thornbury Harbour currently separates the waiting list into 4 divisions, noted below are the divisions as well as the number of waiting list applicants for each division.

0 - 21' 12 on list as of November 1st
22' - 27' with 30 on list as of November 1st
28' - 35' with 32 on list as of November 1st
36' and over with 27 on list as of November 1st

As part of the current waiting list practice, individuals on the list are offered a slip when a slip becomes available in the specific division requested. The first individual on the list is offered the available slip and if this individual does not accept the slip it is then offered to the next person on the list. The first individual remains at the top for one more year and must accept the next offering. If the individual does not accept the second offering, their name is taken off the list. The individual may re-apply to be placed on the waiting list.

New in 2011, it is proposed that the waiting list fee be increased from \$100.00 to \$150.00 and that this fee be non refundable. If the slip when offered is accepted, the full \$150.00 fee will be credited to the first years mooring fee.

Current Procedure

- ▶ All existing seasonal mooring have until January 15, to accept their offered slip.
- ▶ Individuals on Waiting List are offered available slips after the January 15th date. Individuals can be offered to take the slip twice. If they refuse the second time they are removed from the waiting list receiving a \$90.00 refund from the \$100.00 waiting list application fee. The applicant once removed may re-apply and will be placed at bottom of the list.
- ▶ If an individual accepts a slip the \$100.00 application fee for the waiting list is credited to the first year slip allotment.

Proposed Procedure

- ▶ All existing seasonal mooring have until January 1st to accept their offered slip.
- ▶ Individuals on waiting list are offered available slips during the first full week of January. Individuals will still be offered to take the slip when available twice. If they refuse twice they are removed from the list but can re-apply and will be placed at the bottom of the list. Waiting list proposed cost is \$150.00 that is non-refundable.

-
- ▶ If the individual accepts a slip the \$150.00 from the waiting list is credited to the first year slip allotment.

An individual may accept a slip from the waiting list process to confirm a mooring and not actually place a boat or vessel at that slip. This slip would then be available for use by the Thornbury Harbour as a transient slip.

It should be noted a slip cannot be sub-let by an individual. The Licence of Occupation executed by any individual leasing a slip clearly identifies this restriction. This limitation is intended to protect persons and property within the Harbour, as Staff are aware of all individuals and boats occupying slips in the Harbour through the Licence of Occupation information.

The proposed procedure is expected to more effectively address confirmation of annual moorings and maximize slip rental within the Harbour.

Attached to this Report is the proposed Thornbury Harbour Waiting list Policy. This proposed Policy recommends that no preferred allocation of slips will be provided to any person. Equal opportunity will be given to all individuals that have requested slip allocation in the Thornbury Harbour. Slip allocation will only be offered through the waiting list based on seniority of application within the four divisions of boat dimension.

C. The Blue Mountains' Strategic Plan

- Providing a strong well managed municipal government
- Supporting the development of social and recreational programs to meet the broad range of needs in the community

D. Environmental Impacts

None at this time

E. Budget Impact

The waiting list fee will be increased from the current \$100.00 with \$90.00 refundable to \$150.00 that is non refundable.

It is recommended that due to Staff time to process waiting list operations, it is warranted to increase the fee as well as make the fee non refundable. It should be noted it is proposed the fee would apply to mooring fees if a slip is accepted.

2010 current fee is \$100.00 with \$90.00 refund

2011 proposed fee is \$150.00 non-refundable

F. Attached

1. Proposed Policy

Respectfully submitted,

For more information, please contact:
Shawn Everitt, Director of Recreation
severitt@thebluemountains.ca
519 599 3131, ext 281

Attachment 1

TOWN OF THE BLUE MOUNTAINS

POLICY & PROCEDURES

Subject Title: Thornbury Harbour Waiting list Policy & Procedures

Corporate Policy (Approved by Council)	<input type="checkbox"/>	Policy Ref. No.:	POL.HAR.11.01
Administrative Policy (Approved by CAO)	<input type="checkbox"/>	By-law No.:	2011 – 01
Department Policy: (Approved by Mgr.)	<input checked="" type="checkbox"/>	Name of Dept.:	Recreation
Date Approved: January , 2011		Staff Report:	HAR.11.01

Policy Statement

The provision of a Thornbury Harbour Waiting List Policy identifies the policies and procedures Town Staff will adhere to when accepting individuals for potential slip allocation in the Thornbury Harbour.

Purpose

The purpose of this Policy is to:

1. Ensure openness, accountability and transparency while protecting the best interest of the Town of The Blue Mountains.
2. Set out guidelines for the Municipality to ensure that allocation of moorings are made on a consistent basis, while ensuring maximum slip allotment allocations are achieved each year.
3. Ensure openness, accountability and transparency of non preferred slip allocation while protecting the best interest of the Town of The Blue Mountains.

Application

This policy applies to the Town of The Blue Mountains with respect to the Town's Harbour waiting list activities.

Definitions

In this policy:

“moored” To secure a vessel or an aircraft with lines or anchors.

“mooring” a place for mooring a vessel

“seasonal mooring” has an annual Licence of Occupation for use of a slip, the use of slip is defined in the Licence of Occupation signed for that particular season.

“slip” A mooring at a dock or pier

“slip allotment” a mooring at a dock or pier provided to an individual and specific boat or vessel that requires the signing of a licence of occupation is valid for a specific boating season, and requires completion of a licence of occupation each year thereafter to maintain securement of a slip in the Thornbury Harbour.

Procedures

Subject to other provisions of the *Municipal Act, 2001* and following the procedures contained herein and other Town approved Administrative procedures.

INTEGRITY OF THE THORNBURY HARBOUR WAITING LIST PROCESS AND PROTECTING THE INTERESTS OF THE TOWN

1. In order to maintain the integrity of the waiting list processes and to protect the interests of the Town, the public and persons participating in the waiting list process, the following shall be adhered to for the processing of waiting list application which is subject to the requirements of this Policy:
 - a) Open Process:
Internal Departmental processing of waiting list applications are purely confidential for the purposes of freedom of information. Individuals mailing addresses, telephone and email contacts are part of the waiting list application form. A personal identification number will be provided to individuals on the waiting list, this pin will allow for individuals to view the waiting list on the Town's Webpage to monitor where they are on the waiting list.
 - b) Fairness:
Movement on the waiting list is determined only by the availability of a mooring or slip within the specific length division. The offering of a slip to an individual on the waiting list is only provided on the basis of longest on waiting list for specific division basis. For the purposes of this application and allotment process there is no resident preference provided in any case of waiting list slip allotment.

- c) Accountability:
Ensure that all Waiting List Application forms are kept secure, Only PIN numbers and date of application will be shown on the Towns website.

2. Provision of Slip Allotment

The following provisions shall apply to the allotment of slip to individuals approved by the Harbour Manager, in writing by way of acceptance of a seasonal mooring Licence of Occupation.

- a) All individuals are required to complete the Waiting List Application Form as well as provide payment of \$150.00 non refundable waiting list application fee.
- b) All individuals on the Waiting List will receive a Personal identification Number (PIN). This PIN allows for the waiting list member to view their current location on the waiting list.
- c) Divisions of the Waiting List are as follows;
 - a) 0 – 21'
 - b) 22' – 27'
 - c) 28' – 35'
 - d) 36' Plus
- d) When allotment of slip is made available to a waiting list member, that individual has two options;
 - i) Individual accepts slip allotment; the \$150.00 waiting list fee is credited for the first year of seasonal mooring.
 - ii) If an individual denies slip allotment at first offer; the individual retains their placement on the waiting list for the next available slip in that specific division.

Refusal of Slip Allocation

Realizing that due to the possibility of a previous commitment of slip allotment in another Marina maybe required in a timely fashion for the boat owner, an individual can refuse a slip allocation if offered. The individual will only be able to deny a slip allocation once, if they deny a slip allocation a second time they are removed from the waiting list entirely, they do not receive any of the \$150.00 waiting list application fee back and would have to reapply to the waiting list and provide an additional \$150.00 waiting list fee.

Exclusions

None

References and Related Policies

- 1. Waiting List Application Form
- 2. Seasonal Licence of Occupation

Consequences of Non-Compliance

Non Compliance with the above References and Related Policies and is subject to same.

Review Cycle

This policy will be reviewed every two years by the Director of Recreation/Manager of Revenue/ Harbour Supervisor.

**TOWN OF THE BLUE MOUNTAINS SCHEDULE "A" FOR 2011
LICENCE OF OCCUPATION CONDITIONS**

General

1. In this Agreement "Thornbury Harbour area" includes the area occupied by the Town Harbour facilities, including grounds, docking and buildings.
2. This Agreement shall be in effect for the term set in Licence of Occupation unless sooner terminated by reason of:
 - (a) The destruction of the berthing facilities by fire, storm or other calamity;
 - (b) The breach of the terms of this Agreement by the owner, passengers, crew or guests.
3. The Owner represents and warrants that their boat is a pleasure craft, registered, identified and equipped in accordance with Canadian Shipping Law and that it will be operated under its own power in accordance with safe boating principles in Thornbury Harbour.
4. The owner agrees to have masts up by May 30th of the current boating season when their boat is in its berth.
5. It is understood and agreed that no advertising or soliciting of 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 Thornbury Harbour area unless authorized in writing by the Town Infrastructure and Recreation Committee and the address of the Thornbury Harbour will not be used for business purposes unless authorized in writing by the Committee.
6. It is understood and agreed that all Thornbury Harbour services shall cease upon the termination of this Agreement which date shall be the official closing date of the berthing facilities of the Town each year, such date being the annual haul-out date in any calendar year.
7. The Owner agrees to pay all debts due under this Agreement to the Town on demand and, in any event, upon the termination of this Agreement. In addition, the Town shall have a lien against the boat and its contents for amounts due and owing in respect of the use of the berthing facility or the provision of services and for the amount of any damage occasioned to any docks or other property of the Town by the Owner and/or their passengers, crew or guests, or by the boat, and for any expenses incurred by the Town on behalf of the Owner or debts due to the Town under the terms of this Agreement.

Administration

8. The Owner agrees to return the completed Licence of Occupation by **January 14, 2011**, together with a cheque showing the total cost of the 2011 seasonal mooring fee as shown on the 2011 Seasonal Mooring Fees chart. If the completed Licence of Occupation and cheque are not received by the Town by January 14, 2011, there will be no guarantee that a berth will be available and the appropriate position on the Waiting List will be contacted regarding the subject berth.
9. It is understood boats will be physically measured from bow to stern, including swimming platforms, bowsprit, davits and anything that extends over and above manufacturer's length. An additional vessel, i.e. dinghy or P.W.C. in the water will be charged an additional price per foot. The seasonal mooring rate will be adjusted accordingly. All seasonal slips will be charged a minimum seasonal mooring fee of 20'.

Transfer of Berths/Cancellation of Licence of Occupation

10. It is understood and agreed that the sub-leasing of slips, as well as the transfer of boats from one slip to another, shall not be permitted. 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 waiting list. The previous owner retains the Licence of Occupation and may continue to utilize the slip if a new boat is compatible with the slip, or may apply to the Town for a refund until June 30.(see Condition 11).
11. The owner shall have the right to cancel this Agreement at any time prior to May 1 with full refund, less an administrative charge of \$25.00. Any cancellation request shall have a refund of 100% of the full seasonal mooring fee for the month of May and a refund of 60% of the full seasonal mooring fee for the month of June, less an administrative charge of \$25.00. Should the slip rental be cancelled after June 30th the boater will forfeit their full seasonal mooring fee. Any request for cancellation of slip shall include forfeiture of the subject berthing space.

Safety and Liability

12. The Owner agrees to have their boat insured by complete marine coverage including liability and to furnish the Town with proof of this coverage. Each owner will be held responsible for damage they may cause to other boats in the Thornbury Harbour area.
13. The Owner agrees to notify the Harbour Staff when leaving for an extended cruise or for a period of time in excess of twenty-four (24) hours. The Town reserves the right to rent the berthing facility provided under this Agreement when vacant; transients will, however, move their boats upon the Owner's return as directed by the Town. The Owner shall fill out a Sail Plan to be picked up at the Harbour Office giving departure date and return date.
14. It is understood and agreed that all power and auxiliary powered vessels will be under said power when entering or leaving the Harbour and that no boat will exceed the speed of 4 knots (no wake) in the Harbour areas, including approach channels.
15. It is understood and agreed that any boat may be subject to periodic inspection by the employees of the Town who may, for this purpose, board the boat at any reasonable hour, and that the boat may be boarded by said employees in the event of any emergency which may, in the opinion of the Town exist.
16. The Owner agrees to comply with all the terms of this Agreement and with all the rules and regulations posted from time to time in Thornbury Harbour and in the event that the Owner and their passengers, crew or guests breaches any term of this Agreement or contravenes any of the posted rules and regulations, the Town may, in its absolute discretion, by notice, terminate the Agreement immediately, and the Town may remove the boat from the berthing facility at the owners expense and risk and retake possession of the facility immediately.
17. The Owner agrees that in the case of emergency, the Town may remove the boat from the particular space rented and move it to any other berthing space. It is understood and agreed that in the event of any emergency or when deemed necessary by the Town for any other circumstances, the Owner shall be prepared to move any boat immediately in accordance with the Town's instructions. Unattended boats will be moved at the Owner's expense and risk.
18. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Town, and if not acceptable, the Town will adequately secure the boat and assess a service fee. If new mooring lines are required, they shall be supplied at the Owner's expense. Minimum lines of 3/8" must be used on all boats under 24', 1/2" lines on 24' - 33' craft, 5/8" lines on craft over 33'.
19. In the event that the boat sinks at the dock or elsewhere in the Thornbury Harbour area, then the Owner agrees to remove such boat forthwith. If the Owner fails to do so, then the Town may remove the boat at the Owner's expense, and the cost thereof shall be a debt due from the Owner to the Town under this Agreement.
20. Where the operator is not in fact the registered Owner of the boat of which they have charge, the Owner shall, for the purposes of this Agreement, hereby represents that he or she executes this Agreement as such.
21. The Owner agrees that the Town will not be held liable for injury, damage or loss to person or property arising in connection with the use of the Town's facilities, services or equipment, no matter how caused or arising, and agrees to save the Town harmless from any action, suit or claim arising from same, including third party claims.
22. It is understood and agreed that this Agreement is for the provision of a berthing facility and land storage only, and that the Town's services, equipment and other facilities are to be used entirely at the risk of the Owner and/or their passengers, crew or guests. The Town will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any loss, damage or injury occasioned to the boat or its contents or to the Owner, his passengers, crew or guests, however caused. The Owner agrees to indemnify and save harmless the Corporation of The Town of The Blue Mountains from any liability, damages or expenses for which the Town may be held liable in any action arising out of the use of the Thornbury Harbour areas or of any Town services, equipment or other facilities by the Owner and/or their passengers, crew or guests.

Environment.

23. The Owner understands and agrees that no refuse of any kind will be thrown overboard and that garbage must be deposited in the bins supplied for that purpose.
24. The Owner understands and agrees that no oil, inflammable liquids, oily bilges or other liquids will be discharged into the Thornbury Harbour areas. Such liquids must be disposed of in accordance with applicable regulations.
25. The Owner understands and agrees that charcoal fires will not be permitted on the docks or within the confines of the Thornbury Harbour areas except in areas designated for such use.
26. The Owner agrees to keep noise to a minimum at all times and to exercise reasonable discretion in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others.
27. It is understood and agreed that swimming will not be permitted in the Thornbury Harbour waters.
28. The Owner agrees not to store supplies, accessories, debris or other materials on the docks and not to construct thereon any lockers, chests or other structures without permission of the Harbour Supervisor or designate.
29. It is understood and agreed that laundry is not to be hung out on boats, docks, piers, or other structures in the Thornbury Harbour area.
30. The owner agrees to only minor repair work on boats moored in the water; extent of allowable repair work to be determined by staff as outlined in the vessel maintenance policy of the Thornbury Harbour.

Launch/Haul Out/Winter Storage.

31. **Unless and except if the Owner has signed a Land Storage Agreement with the Town**, the Owner agrees to remove his boat from the Thornbury Harbour area upon the termination of this Agreement, and in the event that he fails so to remove his boat prior to the official closing date of the berthing facilities of the Town, which will be posted at the Harbour Office, the Owner agrees to pay to the Town as liquidated damages an amount equal to twice the daily dockage rate applicable to the berthing facility in question during the Summer Season and to pay as liquidated damages a like amount to the Town in respect of each succeeding day during which his boat remains in the Thornbury Harbour areas.
32. It is understood and agreed that at any time after the official closing date, the Town may in its absolute discretion move the boat at the Owner's risk and expense to another berthing facility within the Thornbury Harbour area or to a place of storage within the Thornbury Harbour areas or elsewhere. The Owner further agrees to pay all such expenses, storage fees and amounts owing as liquidated damages to the Town upon demand. Any such amount or amounts shall be a debt owing as liquidated damages. Notwithstanding any other provision of this Agreement, the Town will not be liable for damage, loss or other mishap occasioned to the boat or its contents in the Thornbury Harbour areas after that date, however caused.
33. Mast crane, crane rental for launch and haul-out is controlled and managed by the Thornbury Yacht Club with the co-operation of the Town of The Blue Mountains. Reservation of **launch or haul out** to be made with Thornbury Yacht Club at such time as set out by Yacht Club.