

Tobermory Marina POLICY HANDBOOK



2021 BOATING SEASON May 15 to October 15

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LITTLE TUB HARBOUR
Tobermory, Ontario

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Marina Mission Statement

- To develop and manage the Harbour area comprising of leased land, water lots and Municipal lands and facilities located adjacent to the Harbour
- To conduct activities pursuant to the provisions and regulations contained in the Agreement negotiated between the Municipality and Federal Government and to adhere to all applicable Federal, Provincial and Municipal legislation and directives
- To conduct all activities in a business-like and professional manner
- To promote, foster and manage the Harbour facilities in such a way as to make the Harbour area a friendly and enjoyable destination for both boaters and tourists who wish to come to the Bruce Peninsula
- To conduct activities so as to maintain the long-range protection of the environment and fish habitat found in the Harbour area
- To facilitate the research, documentation and promotion of the history of Little Tub Harbour

INTRODUCTION

This booklet was established for the operation of the Harbour at Little Tub on how best to develop and operate the facility and for the use of the boaters that berth at this Harbour and any other individuals who have an interest in the operation and management of the facility.

The majority of the content of this Handbook was developed by the former Harbour Committees for Lion's Head and Tobermory, Municipal staff and approved by Council. The policies included herein are those which are currently in effect and have a direct impact on boaters.

Council presented the following main objectives:

- bring the physical facility to a safe and modern standard of repair.
- to prepare an efficient marina layout for the existing water lot.
- to reduce the size of the waiting list to accommodate as many boaters as possible.
- to establish a set of written operational policies.
- to develop a plan for capital replacement and Marina maintenance.

Copies of this Handbook will be distributed to all Contract Holders who have a Seasonal Berthing Contract with the Municipality. Additional copies will be available at the Harbour Office or at the Municipal Office.

As an indirect result of the terrorist attacks on September 11, 2001 in New York City, there have been substantial increases in the cost and requirement for property and liability insurance for municipalities. Our present carrier is Aon Reed Stenhouse Inc.

The Municipality requires that:

- all seasonal Contract Holders carry liability insurance and provide proof of same. Refer to *"Policy for Insurance" section of this Handbook for complete insurance requirements.*
- All seasonal Contract Holders be provided with a copy of our Policy Handbook

An annual review of the Policy Handbook is undertaken upon receipt of recommendations from Contract Holders, Municipal staff and/or Council.

It should be noted that the policies printed in this Handbook become effective as of the date of printing. If Council makes any amendments to the existing policies after the printing date, the amended policy will take precedence over that which is printed in this publication.

In order to facilitate the most cost effective operation of the Harbour, slip assignments are ultimately at the discretion of the Facilities Supervisor and/or the Harbour Master.

Contract Holder Environmental Commitment

I/We commit my/our guests, crew and myself/ourselves:

1. To keep all refuse and garbage of any kind on board the boat until we are able to place it in the waste containers on shore.
2. To separate all recyclables and place them in the appropriate containers.
3. To separate hazardous wastes, including oils and antifreeze, unwanted paints, solvents and cleaners, batteries, old unusable fuel and used oil filters and dispose of them in accordance with Harbour guidelines or take all such wastes to an appropriate hazardous waste collection site.
4. To take all necessary steps to avoid spilling fuel, oil or any chemicals or cleaners whatsoever into the water, to refrain from pumping oil contaminated bilge water overboard and to be guided by instructions from the attendant when at the gas and/or pump-out dock and, when in the Harbour, to use only the designated fueling facility to fill my/our boat.
5. To carry out any repair work on the boat in designated areas only and take all precautions required by the Harbour to avoid leaving debris, litter or liquid contaminants on the ground.
6. To use the onshore washroom facilities, whenever practical, as long as the boat is at the dock.
7. To refrain from pumping grey or black water overboard while on the water.

The Clean Marine Policy

1. This Harbour understands and recognizes the vital importance of maintaining a clean natural environment.
2. In accepting and adopting those best management principles and operating practices that are appropriate to its operation, this Harbour commits itself to the best of its ability to:
 - eliminate the release of contaminants to the water column, both directly and indirectly
 - minimize the release of pollutants to the atmosphere
 - avoid contamination of the ground
 - adopt waste reduction, reuse and recycling strategies
 - optimize energy and water conservation
 - promote good environmental practices to all parties
3. Abide by and, where possible, exceed the requirements of all relevant legislation.
4. Harbour management will introduce sound environmental practices into every aspect of our operation. We will train our employees to understand and implement these practices. We will provide the resources that are needed to allow the policy to be fulfilled.
5. The philosophy of this Policy Handbook will be integrated into the contract between the Harbour and our Contract Holders.
6. All suppliers and subcontractors will be made aware of the intent of this Policy and will be encouraged to adopt the same good practices where appropriate.
7. The Harbour also commits itself to an ongoing program of self-evaluation. We will strive to continually upgrade and improve our environmental performance in light of future developments in Harbour management techniques and product availability.

Environmental Hazard Policy

In the event that an activity takes place that presents a hazard to the environment of the Harbour areas, the following procedure shall be used as a guideline to deal with the occurrence.

1. As soon as it is possible, the person who notices the activity shall notify an employee of the Municipality.
2. As soon as an employee receives notification of an environmental hazard occurrence, he/she shall notify the Harbour Master (519-596-2731) and the Municipal Office (519-793-3522).
3. The Harbour Master, in consultation with the Municipal Parks and Recreation Department, shall notify the appropriate agencies.
Note: If necessary, the Ontario Provincial Police will be notified.
4. If the resources available to the Harbour staff are not sufficient to contain and deal with the occurrence then the following Municipal Departments and outside agencies shall be called for assistance:
 - * NBP Public Works Department.
 - * NBP Fire and Emergency Services.
 - * Parks Canada
 - * Canadian Coast Guard Station
 - * Other resources as suggested by the Ministry of the Environment & Climate Change
5. At the completion of dealing with the occurrence, the affected area is to be restored to a condition that is as close to the original as possible.
6. The Harbour Master will be sent for appropriate training in dealing with environmental hazards and spills on a regular basis.
7. The Harbour will maintain an environmental spill containment kit on site that is appropriate for a first response to an occurrence.
8. All Harbour and Municipal resources utilized in dealing with the occurrence shall be replaced as soon as possible.
9. All contractors conducting work in the water shall carry liability insurance in the amount of two million (\$2,000,000) minimum and shall pay the cost of replacement for all Municipality-owned environmental containment equipment used to contain a spill.

Waiting List Policy

1. To be placed on the Waiting List, a prospective Contract Holder must submit his or her application in the standard form provided by the Municipality to the Municipal Office accompanied by the appropriate Waiting List fee payment.
2. The Waiting List fee shall be reviewed and/or amended annually by the Municipality in accordance with the Municipal Act, 2001, as amended, upon recommendations submitted to the Municipality by the Facilities Supervisor and Harbour Master.
3. The one time Waiting List fee is non-refundable for prospective Contract Holders who remove their name from the list, but \$75.00 of the original fee will be allocated towards the initial annual wharfage fee when a slip becomes available.
4. A person's name will be placed on the Waiting List as of the date and time of payment of the Waiting List fee. When a name is placed on the list, the size of slip required for the prospective Contract Holder's boat and the required services shall also be recorded.
5. The Harbour Master shall allocate the available slip to the person with the highest ranking and appropriate boat size for the available slip on the Waiting List. If the first person declines the available slip, it will be offered to the next person on the Waiting List with the appropriate boat size for the available slip.
6. If more than one person on the Waiting List has the same ranking date and time, then the names shall be selected by random lottery draw.
7. If a prospective Contract Holder declines to take the vacant slip appropriate for his/her boat length, this person's name shall be moved to the bottom of the List.
8. As a prospective Contract Holder increases or decreases his/her boat size while he/she is on the Waiting List, he/she may change the size of the requested slip by notifying the Harbour Master or the Municipal Office of the change in boat size in writing. The prospective Contract Holder shall maintain their ranking on the Waiting List.
9. It is the responsibility of the prospective Contract Holder to notify the Municipality, in writing, of any change in address, telephone number, etc, as it pertains to the Harbour wait list.
10. The prospective Contract Holder will be notified by courier mail when a slip becomes available. The prospective Contract Holder will have 14 days to respond in writing after being offered a slip before the Harbour Master will move onto the next name on the Waiting List. In order to accept a slip, the prospective Contract Holder must provide the specific boat details in writing, including make, length overall, beam, draft and name or registration number of the vessel. A slip cannot be put on retention the first season.
11. In order to be placed on the commercial or recreational Waiting List, you must provide proof that you are a current property owner within the Municipality of Northern Bruce Peninsula.
12. If the available slip is not appropriate for the size of boat requested on the Waiting List application, the Harbour Master will move to the next prospective Contract Holder on the list that has the appropriate sized boat for the available slip.

13. No waiting list applicant is permitted to put their slip on retention the first year (the year they are assigned), and full boat details must be supplied to the office upon the applicant accepting the slip.

Policy for Insurance Coverage

1. The Municipality shall carry General Liability, Personal Property and Accident for Employees insurance for the Harbour.
2. All recreational and commercial Contract Holders must maintain in force a policy of General Liability and Marine Liability (or Protection & Indemnity including Hull & Machinery) with minimum coverage of \$2,000,000.
3. All commercial Contract Holders must provide proof of insurance, as stated directly above and proof of accident coverage for your employees in the form of a certificate from WSIB or a certificate from your insurance company.
4. All contract holders, recreational and commercial, must provide proof in the form of a Certificate of Insurance of current General Liability and Watercraft Liability insurance with minimum coverage of \$2,000,000 plus evidence of Hull Insurance for the watercraft. The certificate must also show coverage, policy number, effective dates and limits of liability from your insurance company. This certificate must be submitted, along with the 2021 berthing agreement for the vessel to the Municipality.
5. If the vessel is co-owned, the documentation for proof of current insurance coverage must list all owners as covered in the policy.
6. All Contract Holders with a winter storage contract must carry a minimum of \$2,000,000 of General and Marine liability insurance (add) or Protection & Indemnity including Hull & Machinery.
7. If and when a third-party contractor is hired to do work on a boat, only those contractors who can produce proof of liability Insurance will be permitted to work at the Harbour either for the Municipality or for a Contract Holder who has a boat berthed or stored at the Harbour.
8. The minimum coverage for all third-party contractors shall be \$2,000,000 of Commercial General Liability, including Pollution Liability and \$2,000,000 Protection and Indemnity (Harbour Liability).
9. All third-party contractors working at the Harbour must register with the Municipality, or with the Harbour Master's Office, and have in their possession, a repair order or other authorization signed by the owner of the boat upon which the work is to be performed prior to commencing any work at the Harbour at any time of year.
10. All transient boaters must complete a waiver of liability prior to being granted a slip in the harbor and/or making use of marina amenities.

Fueling Policy

1. Definitions:
 - Attendant – a Municipal employee hired to work at the Harbour.
 - Authorized Personnel – a member of the Harbour staff or a person designated by a member of the Harbour staff.
 - Fueling Centre - the area enclosed within the metal railings around the fuel pump island and/or the floating docks along the cement wharf directly in front of the fuel pump island at the Harbour.
2. The operation of the Fueling Centre shall be in accordance with the Liquid Fuels Handling Code.
3. Signs in accordance with the Liquid Fuels Handling Code shall be posted at the Fueling Centre and the provisions of the Code shall be strictly enforced at all times.
4. The following guidelines from Boating Ontario for safe refueling at a Harbour shall be posted and used as a guideline for the staff.

Warning: No one, other than the fuel attendant, shall be on board a watercraft during refueling.

Warning: All engines shall be turned off during refueling and there shall be no source of ignition on board or within 3m of the fuel transfer point.

Fueling only by authorized attendant. All pilot lights must be out. No smoking within 3m of the fueling area. All motors and engines must be off. All ports and deck hatches must be closed. All electricals must be off. All unauthorized people must be and remain outside fueling area at all times. No open flames.

5. Fuels shall be transferred into certified portable fuel tanks only. A sign indicating the types of certified portable tanks shall be posted at the Fueling Centre.
6. No person shall be permitted to transfer fuel from a portable fuel container to a vessel within the Harbour at any other location other than the Fueling Centre.
7. Section 8 of the Fishing and Recreational Harbours Regulation states:

*“Where the harbour manager has reasonable grounds to believe that the safety of the harbour or the public may be endangered by the proposed location of any dangerous explosive or combustible goods on harbour property or by the manner in which such goods are to be handled or dealt with on harbour property, he or she shall prohibit the goods from being brought **onto** the harbour property or being so handled or dealt with, as the case may be.”*

and Section 24 states:

“No person shall supply to, receive into or discharge from a vessel or vehicle on a harbour property any gasoline or other fuel or oil except at such location, in such manner, and at such time as is authorized by the harbour manager.”

For more information on the Fishing and Recreational Harbours Regulations, please visit the Government of Canada website at <https://laws-lois.justice.gc.ca/>

8. Any boats fueled from a commercial fuel supplier must abide by all safe fuel handling regulations and federal and provincial legislature.

Seasonal Wharfage Policy

Recreational and Commercial

1. All slip allocations shall be the responsibility of the Facility Supervisor and the Harbour Master.
2. A recreational wharf may not be used for a commercial operation.
3. The recreational and commercial wharfage rates will be based on a per foot charge set each year by the Municipality, in accordance with the Municipal Act, 2001, as amended, upon recommendations submitted to Council by the Facilities Supervisor and the Harbour Master.
4. In order to determine the appropriate wharfage fee, the total length will be rounded up to the nearest foot. This total length is the actual space required for the vessel and includes items such as bow pulpits, bowsprits, davits, outboard motors and swim platforms.
5. The recreational and/or commercial contract as the case may be, shall be executed between the Municipality and the registered owner for a specific vessel. If the contract is to be with co-owners of the specific vessel, proof of co-owned registration must be supplied to the Municipality.
6. The recreational or commercial Contract Holder listed in the contract may not sublet the slip for use by another boater.
7. Dinghies must be secured under the bow of the vessel or taken on board when moored in a slip.
8. The boating season commences on May 15 and ends on October 15.
9. The Berthing Contract does not confer any rights to the Contract Holder for the occupancy or use of the wharf or adjacent land.
10. Charcoal barbeques are not permitted on docks or boats within the harbour due to liability concerns.
11. If the owner changes the specific boat listed in the contract during the contract year, then the recreational or commercial wharfage fee will be adjusted to reflect the new boat size and the number of seasonal days remaining in the contract period. Any change in boat size must be approved by the Facilities Supervisor and/or Harbour Master in advance in writing.
12. A transient fee will be charged for usage of a recreational or commercial slip prior to May 15 or after October 15. After October 15 winter storage rates may also apply. If haul in falls before the May 15 or haul out falls after the October 15 date, no fee will be charged after the period of time between the haul in date and May 15 or the period of time between October 15 and the haul out date as the case may be.
13. Slip assignments are at the full discretion of the Municipality. No Contract Holder is guaranteed the same slip year to year

14. Invoices should be sent out to all seasonal Contract Holders no later than January 28, 2021. The first installment shall be due February 28 and the final payment shall be paid by April 30. If no payment is received by February 28, the slip may be declared vacant.
15. Berthing agreements are to be filled in online on the Harbours page and the Certificate of Insurance uploaded online by February 28, 2021.
16. Cradles and mast equipment must be removed the same day as haul in. Any cradles or masts left after the haul in day will be charged a fee for storage for each day they are left on site.
17. A written request must be submitted to the Facilities Supervisor and Harbour Master for any request of movement within the Harbour. This would be due to increased size of the boat or dock preference.
18. Any boat parked in the Harbour in a space that has not been pre-assigned, and/or without permission from the Municipality, will be removed or charged the appropriate transient fee on a per day basis.
19. The Contract Holder acknowledges he/she is using the berthing facilities at his/her own risk and Her Majesty the Queen in Right of Canada, as represented by the Department of Fisheries and Oceans - Small Craft Harbours Branch, Transport Canada and the Municipality will not be liable for injury, damage or loss to persons or property arising in connection with the use of the said property.
20. In the event of reconstruction, repairs or other improvements to the wharf or wharf property, the Contract Holder shall, upon notice in writing from the Department of Fisheries Oceans and/or Transport Canada and/or the Municipality, remove his/her boat from the wharf as directed, at the expense of the Contract Holder.
21. The Contract Holder is not to install or permit anything to be left on any dock, including tenders and dinghies, without permission from the Municipality.
22. The contract may be terminated at any time upon 15 days' written notice from the Municipality with or without reason.
23. No refunds for slip cancellations due to repairs and/or damages occurring to the Contract Holder's boat during the regular boating season will be given.
24. The Municipality reserves the right to use the preferred berth for transients when the Contract Holder's vessel is away. The Contract Holder must notify the Harbour Master's Office of expected dates of absence from his/her slip, if for more than one day. This helps to keep costs down and so the harbour can run as efficient and cost effective as possible.
25. To facilitate the most cost-effective operation of the harbour, slip assignments are at the full discretion of the Facilities Supervisor & Harbour Master. You are not guaranteed the same slip each year. The Municipality reserves the right to reallocate berthing.
26. The Contract Holder is responsible for forwarding a change of address and/or telephone number and/or any other relevant contact information to the Municipal Office.

Commercial Slips and Vessels Only

1. If a Contract Holder sells his/her commercial boat and does not wish to retain use of the slip, the new boat owner shall submit a written request to the Municipality to retain the slip. Under no circumstances does the slip automatically transfer with the boat and the slip cannot be occupied by the new boat owner until written approval is given by the Facilities Supervisor and Harbour Master. The new boat owner may request in writing that the Chief Administrative Officer of the Municipality review the decision of the Facilities Supervisor and Harbour Master.
2. If a Contract Holder sells the boat listed in the contract and wishes to retain use of the slip for another commercial boat, he/she shall submit a written request to the Municipality to retain the slip. Under no circumstances does the slip automatically transfer to the new boat and the slip cannot be occupied by the new boat until written approval is given by the Facilities Supervisor and Harbour Master. A Contract Holder may request in writing that the Chief Administrative Officer of the Municipality review the decision of the Facilities Supervisor and Harbour Master.
3. If a seasonal commercial Contract Holder sells the boat during the off season and will not have another boat for the next season and wishes to retain the right of the use of the slip in such interim period, a Retention Fee must be paid upon the approval of the Municipality. If the Contract Holder does not pay the Retention Fee, the slip shall be deemed to be vacant and available for applicable prospective Contract Holder on the Waiting List.
4. Commercial operations shall be conducted only from commercial designated slips. A copy of your Province of Ontario Business Registration certificate will also be required, as well as a statement regarding the type of commercial marine operation that is to be offered.
5. Retention of a commercial slip pursuant to paragraph 3 above is subject to a one (1) year term. The holder of the commercial slip must then pay full commercial seasonal rates or cancel the slip. A commercial slip cannot be accepted and put on retention the first year.
6. Each commercial Contract Holder or business is permitted to have a maximum of five (5) commercial vessels. Businesses and their owners are considered one entity.
7. Each commercial boat that exceeds 60' in length, 15' beam or gross tonnage of over 60 tons, may be considered for the lease of a commercial slip, but only after all municipal concerns regarding safety and potential damage to municipal infrastructure have been addressed by the proposed commercial slip holder to the satisfaction of the Facilities Supervisor and Harbour Master. A Contract Holder may request in writing that the Chief Administrative Officer of the Municipality review the decision of the Facilities Supervisor and Harbour Master.

Recreational Slips and Vessels only

1. If a Contract Holder sells the boat listed in the contract and chooses to retain use of the slip, the new owner of the boat listed in the original contract shall be offered a partial seasonal contract for a transient slip if one is available for the balance of the current contract period. The new owner's name may be placed on the Waiting List as soon as the Municipality receives the required documentation of the transfer of ownership and payment of the Waiting List fee.
NOTE: There is no guarantee of a slip for any future season for the new owner.
2. If a Contract Holder sells his/her boat or is going to be away from the Harbour for one or more seasons and wishes to retain the right of the use of the slip upon his/her return, a Retention Fee must be paid by the first instalment due date annually provided prior written approval for same has been granted by the Municipality.
3. Recreational operations shall be conducted only from a recreational designated slip.
4. Retention of a recreational slip is subject to a maximum of a two (2) year term. The holder of the slip must then pay full seasonal rates or cancel the slip. A recreational slip cannot be accepted and put on retention the first year.

2021 Harbour Fee Schedule

Dockage – Seasonal Slip Fee

Recreational up to 34.00' (per foot)	\$50.00 + HST
Recreational over 34.00 (per foot)	\$57.00 + HST
Commercial (per foot)	\$67.00 + HST
Daily Wharfage Fee	\$2.00 per foot + HST

Hydro Fee

per day/ per receptacle/ 15 amp	\$5.00 + HST
per day/ per receptacle/ 30 amp	\$10.00 + HST
per day/ per receptacle/ 50 amp	\$15.00 + HST
per season per receptacle	\$300.00 + HST

Resident Off Season Rate (up to 34')

May 15 – June 15 slip	\$11.00 per foot + HST
September 1 – October 15 slip	\$11.00 per foot + HST

Launch Fee

Daily Launch Ramp Permit (per vessel)	\$12.00 including HST
Daily Kayak launch	\$5.00 including HST
Recreational seasonal pass	\$100.00 including HST

Slip retention fee

Recreational per season (two year maximum)	\$270.00 + HST
Commercial per season (one year maximum)	\$400.00 + HST

Winter Storage Fee

Seasonal	\$1.00 per square foot + HST
Transient	\$1.25 per square foot + HST

Showers – public usage fee

Gin Pole Fee (transient boaters only)	\$6.00 including HST
Pump Out (per tank)	\$35.00 per use + HST
Waiting List Fee	\$20.00 including HST
	\$135.60 Including HST

WIFI

1 day	\$2.00 + HST
2 day	\$4.00 + HST
3 day	\$5.00 + HST
6 day	\$10.00 + HST
1 month	\$20.00 + HST

In Closing, We Welcome Your Comments

If you wish to comment on this booklet or offer a suggestion, please obtain a Customer Satisfaction Survey from the Harbour Master's Office. You may leave your survey at the Marina or mail it to the Municipal Office at the following address:

Municipality of Northern Bruce Peninsula
Attention: Ryan Deska, Community Services Manager
56 Lindsay Road 5
R.R. 2
Lion's Head, ON
N0H 1W0
519-793-3522, X234
csmanager@northernbruce.ca