

**STEVESTON HARBOUR AUTHORITY
OPERATIONS DIRECTIVE # 20
USE OF LOADING / UNLOADING FACILITIES**

I. INTRODUCTION

A. PURPOSE

To provide guidelines for the safe, efficient and environmentally responsible use of wharves, piers and floats for loading / unloading.

B. APPLICATION

This directive applies to all Steveston Harbour Authority staff members and all harbour users.

II. POLICY

A. REGULATIONS

1. Berthing vessels and parking vehicles for purposes other than loading or unloading is not permitted in designated loading zones.
2. Posted weight limits for docks and winches must be obeyed at all times.
3. Anyone using Steveston Harbour Authority docking facilities to load or unload vessels outside of normal day to day use as determined by SHA management must first obtain a license as set out in part III of this directive (See Appendix A).
4. All waste and refuse remaining after use of any SHA facility must be disposed of properly and promptly. Dumpsters are provided for everyday disposal of waste by all harbour users, but not for waste from any operation requiring a license or for amounts of waste which are considered substantial by the General Manager, Operations Manager or Operations Supervisor. Separate bins are provided for cardboard disposal. Where waste products are perishable, the area must be hosed down thoroughly following cleanup. SHA does not supply hoses for cleanup.
5. No tote boxes or other equipment from loading or unloading operations may be left on the dock after loading or unloading has been completed. Any items left behind after the vessel or vehicle has departed will be considered abandoned and disposed of accordingly at the owner's expense.

6. In the event that the General Manager or Operations Manager considers the cleanup of any facility incomplete, either may ensure cleanup to his reasonable satisfaction at the expense of the owner.

III. LICENSE REQUIREMENT

Any company or person requiring the use of a particular loading area exceeding the limits of everyday use or being used in excess of one hour or for the handling of fish products in excess of fifteen thousand pounds in any twenty-four hour period must first obtain a license.

All license requests must be submitted in advance and will be considered and authorized at the sole discretion of the Steveston Harbour Authority. Preference will be given to users involved in the commercial fishing industry. No licenses will be given to users wishing to load or unload flammable or hazardous material or pollutants.

Approved by the Board of Directors on December 10, 2014.

Board Chairman
Steveston Harbour Authority

General Manager
Steveston Harbour Authority

Appendix A

Steveston Harbour Authority

Application for License to use Steveston Harbour Authority Loading /
Unloading Facility

Name of Licensee: _____
(The "Licensee")

Address: _____

Telephone: _____

THIS LICENSE IS GRANTED BY

THE **STEVESTON HARBOUR AUTHORITY**, (the "Licensor")

The Licensee, who has inspected the Facility managed by the Licensor and finds it suitable, hereby applies and requests the Licensor to provide the privilege to the Licensee to:

And, in consideration of being granted this license, agrees to pay for use at the rate and comply with the conditions as set out herein:

1. TERM

1.1 The License granted herein shall commence at _____ hours, on (day) _____, (date) _____, (month) _____, 20____ and shall last for a period of _____ hours thereafter to be fully complete and ended by _____ hours, on (day) _____ (date) _____, (month) _____, 20_____.

2. FEE

2.1 The Licensee shall pay the Licensor, in accordance with the current SHA Rates Directive, the greater of either _____ dollars (\$_____) per day or portion thereof or _____ cents per pound of fish or fish product loaded or unloaded (plus applicable taxes) to include beginning of setup to completion of cleanup, payable in advance and when applicable an estimated poundage payment which shall be adjusted within 24 hours of the final poundage being confirmed. No variation of this clause shall be made unless evidenced in writing and executed by the General Manager of the Licensor.

3. LOCATION

.1 This license is for the privilege to occupy the portion of property known as “_____” as set out in the attached map in order to load / unload goods.

4. ACCESS

.1 The employees and agents of the Licensor shall have full and complete access to the area(s) used by the Licensee for the duration of the license.

.2 Keys issued to the Licensee shall be returned to the Licensor’s Operations Patrol staff or the Duty Officer when the loading / unloading operation is complete and the site is returned to its original clean condition.

5. ASSIGNMENT

5.1 The Licensee shall not assign or transfer this license or any of the privileges granted hereunder.

6. CONDITIONS

6.1 Use of SHA property for loading / unloading shall not impede the normal operation of the harbour facility, nor interfere with other harbour users or tenants.

6.2 That Licensee shall obey all applicable rules, regulations and by-laws of all applicable municipalities, government agencies, boards and other governing bodies.

6.3 Upon conclusion of the loading / unloading operation as outlined in this license, the Licensee shall leave all areas used in their operation in the same original good order and condition, fair wear and tear excepted. In the event that the Licensor must expend funds to return its property to its original condition once the Licensee's operation is complete, the Licensee shall reimburse the Licensor for all such costs.

6.4 The Licensee shall indemnify and hold harmless the Licensor from and against all claims for loss, damage or expense, including loss of use, in any manner based upon, occasioned by, or attributable to this license or the use by the Licensee of the Licensor's property or equipment, including for loss, damage, expense and loss of use resulting from the negligence of the Licensor, its employees and directors.

6.5 The Licensee shall at all times keep the facilities and surrounding area in a sanitary, clean and tidy condition, in all respects to the satisfaction of the Licensor.

6.6 The Licensor reserves the right to deny berthage to vessels not holding a valid commercial fishing license.

6.7 This license is subject to immediate cancellation by the Licensor for any reason.

7. LIABILITY

7.1 The Licensee shall provide proof of 3rd party comprehensive liability insurance in terms and with underwriters in an amount not less than \$2,000,000 or more if deemed necessary by the Licensor.

- 7.2 The Licensee hereby releases the Licensor from all claims for loss, damage and expense, including loss of use, arising out of the Licensee's use of the Licensor's property and equipment, howsoever caused, including by negligence.
- 7.3 No employee, director or agent of the Licensor, including independent contractors from time to time employed shall be under any liability to the Licensee for any loss, damage, expense or delay, howsoever arising, including by the neglect or default of such employee, director, agent or independent contractor acting in the course of their employment. Every exemption, limitation and condition contained in this agreement and every exemption from liability applicable to the Licensor shall extend to protect every such employee, director, agent and independent contractor. The Licensor acts as trustee and agent for its employees, directors, agents and independent contractors and all such persons shall be deemed to be parties to this license. The Licensor shall be entitled to be paid, on demand, any sum recovered or recoverable by the Licensee from such employees, directors or independent contractors.
- 7.4 The privilege hereby granted is subject to the terms and conditions above and as set out in the Licensor's Directives.

IN WITNESS WHEREOF the parties hereto have executed this application and license on the date set out below.

Signature of Licensee

Date

Per:

Steveston Harbour Authority

Date