

**STEVESTON HARBOUR AUTHORITY
OPERATIONS DIRECTIVE # 37
LIVEBOARDS**

I. INTRODUCTION

As Canada's largest commercial fishing harbour, the Steveston Harbour Authority ("SHA") is committed to providing safe and secure berthage for all of its licence holders in compliance with local, provincial and federal laws. In prioritizing berthage for commercial fishing vessels and providing premises suited for the same, the SHA acknowledges that the facilities required for each vessel moored in its harbour are different, and that the SHA does not have the facilities and/or amenities to accommodate liveboards. This Operations Directive is intended to provide clarity on the rules, regulations and policies for liveboard vessels and licensee(s) currently moored SHA property.

A. PURPOSE

To establish guidelines and rules for liveboard vessels and licensee(s) currently located on SHA property.

B. APPLICATION

This directive applies to all vessels deemed to be and/or falling within the definition of "liveboard" as defined in the SHA Liveboard Moorage Agreement or as determined by SHA.

II. POLICY

A. Liveboards Prohibited

1. Unless expressly authorized by this directive, a vessel used for living accommodation by a person or persons for more than fourteen nights in a calendar month while moored on SHA property is strictly prohibited.
2. A vessel which is currently moored on SHA property and used for living accommodation for more than fourteen nights, paying SHA licensee(s) as named on the SHA Liveboard Moorage Agreement is permitted to remain on the SHA premises as a liveboard vessel provided the licensee(s) is/are not in breach of this directive (hereafter referred to as a "Grandfathered Vessel").
3. For greater certainty, only those Grandfathered Vessels listed in Schedule "A" hereto this Directive are permitted to remain on SHA property as a Grandfathered Vessel.

4. All licencee(s) of a Grandfathered Vessel moored at SHA for liveaboard purposes are required to sign a Liveaboard Moorage Agreement.
5. The licencee(s) of a Grandfathered Vessel moored at SHA must comply with all terms of the Liveaboard Moorage Agreement and this directive, which includes, but is not limited to:
 - a. Payment of total monthly and moorage and liveaboard fees (\$100.00 per month for a maximum of two licencee(s) on a Grandfathered Vessel, plus electricity/water fees, the sediment management fee and environmental fee as approved by the SHA Board of Directors, additional GST and any other such fee as approved by the SHA Board of Directors from time to time as the case may be in advance of each month;
 - b. The Grandfathered Vessel is kept and maintained in a seaworthy condition and the Licencee(s), invitees or the Grandfathered Vessel do not damage any SHA property;
 - c. Keeping the Grandfathered Vessel insured (liability, wreck removal and sudden and accidental pollution coverage) at all times while on SHA property and to provide the SHA, within 2 days of demand, proof of such insurance;
 - d. Ensuring compliance with laws, rules or policies and procedures so that the Grandfathered Vessel, the Licencee(s) or invitees act in accordance with any and all applicable municipal, regional, provincial and federal laws, including any rules or policies and procedures as set by the SHA;
 - e. That only the person(s) named as Licencee(s) in the Moorage Agreement live on the Grandfathered Vessel, and that the Grandfathered Vessel is not engaged in rental enterprises such as a vacation rental, AirBnB, bed and breakfast or other similar operation; and
 - f. That the Licencee(s) comply with all laws and legislation related to the consumption and possession of alcohol, cigarettes, electronic cigarettes/vapes, cannabis and/or other illegal drugs.

B. SOLE DECISION-MAKING POWER OF SHA

1. SHA retains the sole power to approve the Grandfathered Vessel's continued presence and/or moorage on SHA property.
2. There shall be no substitution of a Grandfathered Vessel listed in Schedule "A" with a new vessel owned by the Licencee(s).

C. SANITARY AND DISCHARGE COMPLIANCE AND INDEMNIFICATION

1. The discharge of sewage or other contaminants from any vessel located on SHA property is strictly prohibited.
2. A Grandfathered Vessel and its respective licensee(s) shall ensure compliance with any and all municipal, provincial and federal bylaws/regulations/laws regarding the discharge of sewage or other contaminants from the Grandfathered Vessel.
3. Each Grandfathered Vessel must have adequate sanitary facilities designed for marine use, including a holding tank for waste which the licensee(s) pumps out regularly at an authorized marine pump-out station.
4. Should a Grandfathered Vessel discharge sewage or other contaminants in violation of this directive and/or the Liveaboard Moorage Agreement, the licensee(s) shall be solely responsible for the payment of all charges, fines and/or levies owing as a result of the sewage or contaminant discharge, and shall indemnify the SHA for any costs borne by the SHA in respect of the discharge.
5. The discharge of sewage or other contaminant, or a breach of this directive or the Liveaboard Moorage Agreement, shall be grounds for immediate termination of the Grandfathered Vessel's moorage agreement by the SHA.

APPROVED BY THE BOARD OF DIRECTORS ON JUNE 8, 2023

Board Vice Chairman
Steveston Harbour Authority

General Manager
Steveston Harbour Authority

Schedule A – List of Grandfathered Vessels

Miss Nancy
Summer Time II
Bullfrog II
Summer Time
Sunsetter
Jimbo
Mister
Ocean Viking
Kuulakai
Titan
Sloop John B
Raider III
North Way II
Westview Three
Cosmo
Nafco
Bernice C
Blue Ocean
Sena II
Krystal Bay