



# Bay Street Marina

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## Operations Manual

Effective:  
May 01, 2021

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Marina Office 705-859-3700

Municipal Office 705-859-3196



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## Mission Statement

- To manage the Bay Street Marina and facilities with a professional and business-like manner
- To adhere to all applicable Federal, Provincial and Municipal legislation, directives, provisions, and regulations, contained in any and all Agreements with each, when conducting daily and special activities.
- To adhere to all Health and Safety Standards when completing all tasks and daily checks.
- To promote, foster and manage the marina in such a way as to make the Bay Street Marina a friendly and enjoyable destination for both local ratepayers and tourists visiting our marina.
- To conduct activities so as to maintain a long-range protection of the environment and fish habitat found within the Marina and harbour
- To facilitate the research, documentation, and promotion of the history of the Marina

## Introduction

The content of this booklet and the policies included herein are those which are currently in effect and have a direct impact on boaters, users and staff.

This document is intended to be used to assist the Marina Manager and Staff in the operations of the Bay Street Marina in Manitowaning, Ontario and for the boaters, slip holders and others who utilize the facilities and public grounds. It has been prepared by Municipal Staff in conjunction with Municipal Council, Marina Staff, Public Works Staff and by enquiries to other municipalities.

Operating the marina successfully involves meeting the needs of the two main user groups:

**Beach Users:** consisting of local residents, visitors and tourists that mainly frequent the beach and expect the beach, picnic areas, playground, and washroom facilities to be clean and fully functioning.

**Boat Users:** being that of seasonal or transient users of the docks and launch ramp who expect services including boat launching, boat security,

fuel, power supply, water supply and clean functioning restrooms, shower, and laundry facilities.

The main objective of this document is to provide policies for the following:

- Bring and maintain the facility to a safe and high standard of repair
- to establish a set of written operational policies

Copies of this Operations Manual will be distributed to the individuals who have entered into a Mooring or Transient Agreement with the Township. Additional copies will be made available at the Marina and the Municipal Offices.

**Please ensure you read and understand the contents of this policy.**

The Municipality requires that:

- All seasonal Mooring Agreement holders carry liability insurance and provide proof of the same. Refer to “Insurance Coverage Policy” section of this handbook.
- All seasonal Mooring Agreement Holders are provided a copy of our Operations Manual.

An annual review of the Operations Manual is undertaken upon receipt of recommendations from Agreement Holders, Municipal Staff and / or Council.

It should be noted that the policies printed in this booklet 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.

Where any procedures have conflict over regulation, the regulation and more stringent of protocols must be adhered to and notification of such discrepancy be brought to the attention of the Municipal Office for further investigation.

The Marine Radio channel 68 is the designated radio for this Marina and will be used in a courteous and respectful manner.

To facilitate the most efficient operation of the Marina, slip assignment is at the full discretion of the Marina Manager and will be assigned, as required, to make the best use of space.

## Hours of Operation:

Maintaining regular office hours is very important for the patrons of the Marina grounds. Current effective hours will be posted on the Marina Office door and at the washrooms. During a typical season,

	May 1 to May 15*	Soft Opening	No set hours
Seasonal Contract Rental Dates	May 15 to June 30	7 days a week	5-6 hours a day
	July 1 to Sept 7**	7 days a week	10-12 hours a day
	Sept 8 to Oct 15	7 days a week	5-6 hours a day
	Oct 16 to May 1	Closed	Closed

\*Friday before Victoria Day long weekend

\*\*Tuesday after Labour Day long weekend

The final day for services being available will be posted and notice placed on the boats in early October of each year.

## Insurance Coverage Policy

1. The Municipality shall carry coverage under general property and public liability for the insurance of the Marina activities, transactions, and holdings.
2. All Agreement Holders must maintain an active policy with coverage of general and marine liability insurance.

All recreational Agreement holders must be covered with a minimum coverage of \$1,000,000 dollars Canadian.

All commercial Agreement Holders must be covered with a minimum of \$2,000,000 dollars Canadian.

3. All Contract Holders must complete the insurance portion of the Agreement.

Any changes to insurance policies during the season or term of the contract must be submitted to the Municipality in writing.

Commercial insurance holders must provide a proof of insurance certificate to the Municipality annually.

4. Co-owned vessels require identification of owners on the certificate of insurance.
5. All third-party contractors shall only be permitted to perform service work to a vessel or to fixed structures on Municipal property or at slip if that contractor has provided proof of insurance. The contractor(s) must register with the Municipality or with the Marina Office. The insurance must have coverage being no less than \$2,000,000 dollars Canadian for General Liability including a pollution liability and \$2,000,000 dollars Canadian for Protection and Indemnity (Marina Liability) and provide proof thereof.

The Contractor must also provide a proof of work request and duly signed by the owner of the vessel to board the vessel to make repairs or in any way move or alter the vessel.

6. Proof of insurance coverage on all types of vessels is an annual, per vessel requirement. Insurance must be authenticated prior to a vessel acquiring access to the Marina.

## **Agreement 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 vessel until we can dispose appropriately in the containers provided on shore.



2. To separate 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 at the appropriate hazardous waste collection sites, not on marina property.
4. To take all necessary steps to avoid spilling of fuel, oil or other chemicals or cleaners whatsoever into the water, to refrain from pumping oil or fuel contaminated bilge water overboard.
5. To be guided by instructions from the marina attendant when at the gas and pump-out dock and, when in the marina, to use only the designated fueling facility to fill my/our boat.
6. To carry out any repair work on the boat in a safe manner taking all precautions necessary to avoid injury. To avoid leaving debris, litter or liquid contaminants on the waterway, ground, dock or elsewhere.
7. To use the onshore washroom facilities, obtain the passcode from the Marina attendant during business hours.
8. To refrain from pumping grey or black water overboard while on the water and to utilize the amenities provided for safe disposal.

## **The Clean Marine Policy**

1. This Marina understands and recognizes the vital importance of maintaining a clean natural environment and enforces as such.
2. In accepting and adopting those best management principles and operating practices that are appropriate to its operation, this Marina commits itself to the best of its ability to:
  - Prohibit the release of contaminants to the water ways, both directly and indirectly
  - Minimize the release of pollutants to the atmosphere
  - Avoid contamination to the ground and all onshore surfaces
  - Follow waste reduction and recycling protocols

- 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. Marina management will introduce and maintain sound environmental practices into every aspect of our operation. We will train our employees to understand, utilize and put them into practice. We will provide all resources to allow these policies to be fulfilled as directed.
  5. The philosophy of this Operations Manual will be integrated into the contract between the Marina Staff, Municipal Staff and our Agreement holders.
  6. The Marina 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 management techniques, health and safety protocols and product availability.

## **Environmental Hazard Policy**

The potential for an environmental hazard occurrence is possible in a marina setting, the following procedure shall be used to identify and mitigate any possible environmental damages.

1. As soon as it is apparent, the person who notices the activity shall notify an employee of the Municipality immediately. The Marina Supervisor at the Marina Office (705-859-3700) and the Municipal Office (705-859-3196).
2. As soon as an employee receives notification of an environmental hazard occurrence, he/she shall notify the required department of the need for assistance.
3. The Marina Supervisor, in consultation with the Public Works department, shall notify the appropriate agencies. If necessary, the Ontario Provincial Police (911) will be notified.

4. If the resources available to the Marina Staff are not sufficient to contain and deal with the occurrence, then the following Municipal Departments and outside agencies shall be called to bring assistance:
  - Assiginack Public Works Department (705-859-3780)
  - Assiginack Fire Department (911)
  - Parks Canada (888-773-8888)
  - Canadian Coast Guard Station (Pollutant Reports 800-265-0237)
  - Other resources as suggested by the Ministry of the Environment & Climate Change 1-866-MOETIPS (663-8477)
5. Record the following:
  - Date and time of incident
  - Source of and location of incident, type of pollutant
  - Name and contact of witness(es), status of incident
  - What impact it is having on the Environment
  - Weather conditions (precipitation, temperature, wind direction, etc.)
  - Any actions taken and
  - Other parties onsite or responding
6. 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 state as possible.
7. The Marina Supervisor will be sent for appropriate training in dealing with environmental hazards and spills on a regular basis.
8. The Marina will maintain an environmental spill containment kit on site that is appropriate for a first response to an occurrence.
9. All Marina and Municipal resources utilized in dealing with the occurrence shall be replaced as soon as possible.
10. All contractors conducting work in the water shall carry liability insurance in the amount of two million (\$2,000,000) dollars minimum and shall pay the cost of replacement for all Municipally owned

environmental containment equipment used to contain the spill. Also see “Insurance Coverage Policy” in this manual where applicable.

## Seasonal Dockage Policy

1. All slip assignments are made at the discretion of the Marina Supervisor, NO Agreement Holder is guaranteed the same slip year to year or for the entire season. The Municipality reserves the right to relocate berthing.
2. The 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. (See Appendix A for current pricing schedule as of date of printing)
3. In order to determine the appropriate fee, the total length will be rounded up to the nearest foot. This total length is the actual space required for the vessel and is to be measured to include items such as bow pulpits, bowsprits, davits, outboard motors and swim platforms.
4. The Agreements shall be executed between the Municipality and the registered owner of the vessel. If the contract is to be with co-owners of a specific vessel, proof of co-owned registration must be supplied to the Municipality.
5. The Agreement holder may not sublet occupancy to another boater.
6. Dinghies must be secured under the bow of the vessel or taken onboard when moored in a slip. Non-compliance will result in a usage fee for the dock space utilized, for the duration utilized.
7. The boating season opens early May for a soft opening with all amenities fully functional by Victoria Day Weekend. Services diminish in September after the Labour Day Weekend and fully close on October 15 or sooner as the weather requires.
8. A Transient Agreement will be prepared and Transient fee will be charged for usage of a slip prior to the Victoria Day weekend and after

October 15<sup>th</sup>, these extended dates are not incorporated into the Seasonal Rate figure in the Appendix A, Schedules of fees.

9. The Transient Agreement does not confer rights to the agreement holder for the full occupancy, use of the Marina Seasonal Docks, facilities or adjacent lands.
10. Charcoal barbeques are not permitted on the docks or boats within the harbour due to liability concerns.
11. If the Owner changes the specific boat listed on the contract during the year, then the fees will be adjusted to reflect the usage based on size and seasonal days left in the contracted period. An advanced notification of size changes must be made in writing to the Marina Attendant. The approval must be given prior to the exchange of vessels or the slip being occupied by the new unit.
12. Agreements shall be posted and filled out online and made available in paper format to all contract holders no later than the end of February in any given year. The full payment and required documentation is due to the Municipality no later than April 30<sup>th</sup> of any given year.
13. If no payment is received, then the slip shall be deemed vacant.
14. 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.
15. A written request must be reviewed and approved by the Dock Master prior to any movement between slips. This would be relevant for boat size changes and slip preference requests.
16. Any boat parked in the harbour space that has not been pre-assigned, and / or without permission from the Municipality, will be removed and/or will be charged a transient fee on a per day basis. This is not to be considered inclusive of the fees set in subsequently signed agreements.
17. In the event of reconstruction, repairs or other improvements to the wharf or wharf property, the Agreement Holder shall, upon notice in writing from the Department of Fisheries Oceans and / Transport Canada and/or the Municipality, remove his/her boat from the wharf as directed or be removed at the expense of the Agreement Holder.

18. The docks remain the property of the Municipality and therefore the users / Agreement Holders are not permitted to clutter, affix, build or otherwise alter the docks or decking with storage containers, umbrellas, dinghies, etc.
19. The Municipality may be required to immediately terminate a contract at any given time with or without reason. Where termination is as a result of the Municipal obligations, a pro-rated refund will be established for payment by cheque. The cheque will be posted in the mail in 2 – 4 weeks of the Municipal Office being notified of the dismissal.
20. No slip refunds will be issued for the cancellation of services required due to Agreement holders' accessibility to a viable boat, boat needing repairs or had damages occur.
21. The Municipality reserves all rights to use a slip for transients where an Agreement Holder's vessel is at bay. The Contract Holder is required to advise of their absence when the time frame exceeds that of one day so that we may be up to date on boat counts and utilize the boat slip assignments in an efficient and cost-effective manner.
22. The Agreement 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 held liable for injury, damage or loss to persons or property arising in connection with the use of said property.
23. The Agreement Holder is responsible for keeping our contact information up to date by forwarding new addresses, phone numbers and all other information contained in our Agreements and Policies.

## **Waiting List Policy**

1. To be placed on the Waiting List, a prospective Agreement Holder must submit to the Marina Supervisor, their intent to secure a location along with a contact number and email where possible.

2. The Seasonal Dockage fees shall be reviewed and / or amended annually by the Municipality in accordance with the Municipal Act, 2001, as amended.
3. Posting of the rates will occur early spring and prior to the soft opening, on our website, to the contact number or email provided to the Marina Supervisor in the prior season. And such fees shall be paid prior to April 30<sup>th</sup> of the season requesting lease of slip space and prior to berthing at a slip location.
4. It is the sole responsibility of the prospective Agreement Holder to notify, in writing, to the Municipal Office when any change in address or contact information arises as it pertains to the Agreement.
5. Failure to remit in full by the deadline removes your name from that position on the reservation list and thereby placing you at the bottom of the waiting list.
6. All Agreements must be accurately filled by the prospective Agreement Holder(s) and dockage space approved **prior** to berthing at your requested slip.
7. All slip allocations are at the discretion of the Marina Supervisor and you may be requested to relocate your vessel if the need arises.
8. Prospective slip holders on the waiting list may be assigned out of sequence. The Municipality reserves the right to acquire the best fit vessel for location(s) made available to allow the Marina to run efficiently.

# Fueling Policy

## 1. Definitions:

**Attendant** – a Municipal employee hired to work at the Marina.

**Authorized Personnel** – a member of the Marina Staff or a person designated by the Marina Staff.

**Fueling Centre** – The long docking point located at the Marina Office. This area is the service point for all re-fueling and septic pump-outs.

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 always be strictly enforced.

**\*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. All power breakers are to be turned off.**

4. The following guidelines from Boating Ontario for safe refueling at a Harbour shall be posted and used as a guideline for staff.

**\* Fueling is ONLY done by the authorized attendant. All pilot lights must be out. All ports and deck hatches must be closed. All electricals must be off. No open flames. All unauthorized people must be off the vessel and remain outside the fueling area at all times.**

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 Marina other than at the Fueling Centre.
7. No person shall be permitted to carry fuel in any given container along the dock to the boat.



8. 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 handled or dealt with on harbour property, he or she shall prohibit the goods from being brought onto the harbour property or being 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 Fishing and recreational Harbours Regulations, please visit the Government of Canada's website at <https://laws-lois.justice.gc.ca/>

9. Any boats fueled from a commercial fuel supplier must abide by all safe fuel handling regulations and Federal and Provincial Legislation.

### Refueling Procedures:

The goal is to fuel boats in a timely manner while minimizing the risks of explosion, pollution, and /or injury. If a boat owner refuses to adhere to ANY step in the following procedure or the prior Policy, refuse to fuel that boat for lack of compliance.

**Note:** there is an Emergency Stop Button located on the wall to the right of the Office door. Press immediately upon noticing an issue to stop the flow of fuel.

Steps:

1. Check that the dispensing point is equipped with the appropriate firefighting appliances,
2. Turn off pilot lights to gas refrigerators,
3. Cut off electrical power at the main switch / breaker,

4. Close all hatches and openings to prevent fumes from getting into the hull and the bilge,
5. Turn off all mobile phones. Smoking is not permitted within 3 meters of the dispenser or tanks,
6. Put all passengers ashore and clear of any refueling equipment and outside any of the designated Fuel Centre areas,
7. Place a discharge bucket under the air/overflow pipe and close scupper in case of overflow,
8. Have a cloth at hand to catch any spills. Use one for the filler hose and one to monitor airflow from the fuel tank vent. Have sawdust or oil spill equipment ready,
9. When refueling, do not start the dispenser until the outlet nozzle is inserted in the tank. Hold the nozzle open by hand only – DO NOT LOCK or jam the trigger of the dispenser in the open position,
10. Keep the hose touching the filler neck at all times during the refueling process to prevent static sparks from occurring,
11. Carefully monitor the filling rate to avoid overfilling. Stop at 90% full to avoid fuel spillage. Use your hand where possible to check for air escaping from the vent. When the tank is nearly full, you will feel a distinct increase in airflow which is the signal to stop filling,
12. Do not remove the filler hose until the fuel flow has completely stopped,
13. Lift the hose to drain all remaining fuel into the tank,
14. Thoroughly clean up all surface spills with an absorbent cloth,
15. If fuel has spilled into the bilge pump, pump the bilges manually into a sealed container or pump ashore and leave the boat wide open for at least 30 minutes to vent of fumes,
16. When completely satisfied that the boat is free of fumes, start the blower and let it run for four minutes – or as directed by the manufacturer's instructions,
17. Start the engine before allowing the passengers to board,
18. Properly dispose of absorbent cloths, sawdust or other items soaked by fuel.

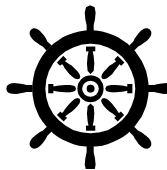
## Marina Fees Schedule: Appendix A

# BAY STREET MARINA

### *Current Dockage Rates*



*HST Included in all rates.*



<u>Service Level:</u>	<u>Reg</u>	<u>Full</u>
<b>Daily</b> (Per Foot)	N/A	\$ 1.50
<b>Weekly</b> (Per Foot)	\$ 5.00	\$ 7.00
<b>Monthly</b> (Per Foot)	\$15.00	\$21.00
<b>Seasonal</b> *(Per Foot)	\$20.00	\$25.00
<b>Ramp Rates</b> (Per use)	\$ 5.00	
<b>Ramp Rates</b> (Per season)	\$50.00	
<b>Ramp Rates</b> (Ratepayers)	N/A	

### Other Services Available:

<b>Showers</b> (Per use)	\$5.00 (seasonal slip n/c)	
<b>Laundry</b> (Per use)	\$5.00 (incl. wash and dry)	
<b>Pump Outs</b>	Single - \$12.00	Double - \$17.00

\* The Seasonal Rate covers the Agreement holders usage from the Friday of Victoria Day weekend to approx. Oct 15<sup>th</sup> and any dates before or beyond will be charged the transient fee based on the berthing and/or removal dates.

We welcome your comments and suggestions. Should you wish to comment on this booklet or offer a suggestion please send it in writing to the Municipality:

By Mail to:  
Township of Assiginack  
Attn: Marina Services  
156 Arthur Street  
P.O. Box 238  
Manitowaning, ON POP1N0

Fax to: 705-859-3010

Or email to: [info@assignack.ca](mailto:info@assignack.ca)

## **Marina Staff Reference: Appendix B**

This Appendix is for the viewing of **Staff Only**  
and is not to be copied for public viewing for safety and security reasons.