

Lion's Head Harbour Policies and Procedures



May 15 to October 15

Harbour Master: Jon Malott

Harbour Office: 1-833-793-3537

Off Season Contact: Municipal Office: 1-833-793-3537, X 222
or via email to accountsreceivable@northernbruce.ca



Lion's Head Harbour
Lion's Head, Ontario

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HARBOUR MISSION STATEMENT

- To develop and manage the Harbour area comprising 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 directive
- 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 the Lion's Head Harbour.

INTRODUCTION

This booklet was established for the operation of the Lion's Head Harbour 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 policy 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:

- to bring the physical facility to a safe and modern standard of repair.
- to prepare an efficient Harbour 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 Harbour maintenance.

Copies of this policy 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.*
- seasonal contract holders be provided with a copy of our Policy Handbook

An annual review of this policy 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 precedent 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 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 Program

The Clean Marine Program was originally formed by Boating Ontario in 1997, revised in 2008 and again in 2022. The goal is to reduce and prevent water, air, and land pollution from recreational boating activities in Ontario and across Canada. It is the world's leading environmental "Best Management Practices" program for marinas, boat dealers, yacht clubs and marine businesses.

Adopting The Clean Marine Policy

Our Staff understand and recognize the vital importance of maintaining a clean, natural environment as being fundamental to the success of our facilities and community. In accepting and adopting those best management principles and operating practices that are appropriate to its operation, this facility 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.
- Abide by and, where possible, exceed the requirements of all relevant legislation.

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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.

The philosophy of this policy will be integrated into the contract between the Harbour and our customers. 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.

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.

The Lion's Head Harbour achieved a score of 93% in 2023 and the Tobermory Harbour achieved a score of 94% in 2024 Clean Marine Audits.

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 (1-833-793-3537) and the Municipal Office 1-833-793-3537 X 222.
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:
 - a. NBP Public Works Department.
 - b. NBP Fire and Emergency Services.
 - c. Parks Canada
 - d. Canadian Coast Guard Station
 - e. 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 for 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 Municipally-owned environmental containment equipment used to contain a spill.

Waiting List Policy

1. To be placed on the Waiting List, a contract holder must submit his or her application online via the Municipal website. Any applications outside of the online portal will not be considered. If an applicant does not have access to a computer, they may call the Municipal or Harbour office where an application will be filed through the website on their behalf.
2. If a customer's account is not in good standing at the time of slip assignments from the Waiting List, they will be passed over with no notification.
3. 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 Manager of Community Services and Harbour Master.
4. A person's name will be placed on the Waiting List as of the date and time they submit their online application. This application must include size of slip required for the applicant's boat along with the requested service.
5. The Harbour Master shall allocate the next available slip to the person with the highest ranking on the Waiting List. If the first applicant declines the available slip, it will be offered to the next applicant on the List.
7. If an applicant declines to take the vacant slip appropriate for his/her boat length, this person's name shall be removed from the List and may re-apply online at a later date.
8. If more than one person on the Waiting List has the same ranking date, or date and time, then the names shall be selected by random lottery draw.
9. The applicant has three (3) days to respond after being offered a slip before the Harbour Master will move on to the next name on the Waiting List. In this instance, where contact is not made, the applicant will remain on the list for future consideration.

All applicants who confirm an offer for a slip will be required to pay the standard slip retention fee (\$270.00 + HST) as a deposit to hold their slip for the upcoming season. Retention for new slipholders off the waiting list will be limited to one (1) season. If payment is not received within one week of confirming the offer, the Harbour Master will move on to the next applicant.

10. 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 applicant on the list. In this instance, the applicant will remain on the list for future consideration, when an appropriate slip comes available.
11. As an applicant increases or decreases his/her boat size while they are on the Waiting List, they 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.
12. It is the responsibility of the applicant to notify the Municipality, in writing, of any change in address, telephone number, etc.

Policy for Insurance Coverage

1. The Municipality shall carry General Liability, Personal Property and Accident for Employees insurance for the Harbour.
2. All recreational 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 recreational Contract Holder(s) 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 include coverage, policy number, effective dates and limits of liability from your insurance company. This certificate must be submitted online, along with the berthing agreement for the vessel to the Municipality.
4. It is the responsibility of the Contract Holder(s) to submit any changes, updates or renewal information for all personal information, (address, phone, insurance information etc) to the Municipal office.
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 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 contractors shall be \$2,000,000 of Commercial General Liability, including Pollution Liability and \$2,000,000 dollars 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 provision of the Code shall be strictly enforced at all times.

Warning: No one, other than the fuel attendant shall be on board a water craft 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.

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

Fueling only by authorized attendant. All pilot lights must be out. No smoking within 3 m 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 outside fueling area. No open flames.

10. 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.
11. 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.
12. 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 of 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 shall prohibit the goods from being brought on 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 Canadas website at <https://laws-lois.justice.gc.ca/>

13. 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

1. All slip allocations shall be the responsibility of the Facility Supervisor and the Harbour Master.
2. The recreational rate 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.
3. 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.
4. The recreational contract 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.
5. The recreational Contract Holder listed in the contract may not sublet the slip for use by another boater.
6. Dinghies must be secured under the bow of the vessel or taken on board when moored in a slip.
7. The boating season commences on May 15 and ends October 15 (approximate).
8. The Berthing Contract does not confer any rights to the Contract Holder for the occupancy or use of the wharf or adjacent land.
9. Charcoal barbeques are not permitted on docks or boats within the harbour due to liability concerns. Designated areas are available.
10. If the owner changes the specific boat listed in the contract during the contract year, then the recreational wharfage fee will be adjusted to reflect the new boat size and the number of seasonal days remaining in the contract period. Any change to new boat sizes needs to have prior written approval from the Facilities Supervisor and Harbour Master in advance, in writing.
11. A transient fee will be charged for usage of a recreational slip prior to May 15 or after October 15. After October 15 winter storage rates may also apply. Prior approval from the Harbour Master is needed for any vessel wishing to dock any boat prior to May 15 or after October 15. This will be strictly enforced.
12. Invoices should be sent out to all seasonal Contract Holders no later than January 28. 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.
13. Berthing agreements are to be filled in online on the Harbours page and the Certificate of Insurance uploaded online by February 28.
14. Cradles and mast equipment must be removed within two 2 weeks (14 days) from the date of launch. Any cradles or masts left after this date will be charged a fee for storage for each day they are left on site. In an effort to ensure access to our picnic and observation areas,

please comply. All cradles and masts must be identifiable with owners name and boat name clearly marked for notification reasons.

15. 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 increase size or dock preference.
16. 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 per day.
17. 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.
18. 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.
19. 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.
20. The contract may be terminated at any time upon 15 days' written notice from the Municipality with or without reason.
21. No refunds for slip cancellations, for any reason including repairs and/or damages occurring to the Contract Holder's boat during the regular boating season will be given.
22. 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.
23. The Contract Holder is responsible for forwarding any changes in personal information including, address, email, insurance, telephone numbers etc.
24. In order to facilitate the most cost-effective operation of the Harbour, slip assignments are at the full discretion of the Facilities Supervisor and the Harbour Master. You are not guaranteed the same slip year to year. The Municipality reserves the right to reallocate berthing.
25. If vessels are not secured properly or with the appropriate line, and staff deem it unsafe to leave the boat as is, appropriate lines will be supplied and used to secure the boat. The Contract Holders will be invoiced appropriately for the lines and service.
26. Any vessel on a seasonal with a vessel smaller than 14', in overall length, will be charged a minimum of 14' for dockage.

27. The Contract Holder(s) are limited to a maximum of two (2) names outlined on the berthing agreement for the vessel. These are the only two (2) individuals that are entitled to use the facilities for that slip. If the contract holder has additional family members, or guest stay with them on their vessel, the guest(s) are required to pay an overnight fee per guest and pay the appropriate fees for showers, Wi-Fi etc.
28. If a Contract Holder sells the boat listed in the contract and chooses to retain use of the slip the new owner 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 the next season for the new owner.
29. If a seasonal 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 installment due date annually.
30. Retention of a recreational slip is subject to a maximum of a one (1) year term. The holder of the slip must then pay full seasonal rates or cancel the slip.
31. Resident Slip holder means a slip is issued for a specific period of time to person(s) renting or leasing residentially on a full-time, year-round basis or owning improved property in the Municipality.

Code of Conduct – Requirements – Prohibited Activities Policy

1. It is crucial to maintain the docks free of lawn chairs, BBQs, inflatable water toys, and any other objects. Staff will promptly remove any items discovered on the docks. Please note that confiscated property will be retained by Northern Bruce Peninsula and will not be returned.
2. In order to ensure safety, swimming off docks and boats within the Lions Head Harbour is strictly prohibited.
3. Before making any improvements to the docks or finger docks, it is necessary to obtain prior written approval from the Municipality of Northern Bruce Peninsula. This includes, but is not limited to, the installation of bumpers, fenders, tires, noodles, and ropes. All approved improvements must be removed by October 15th each year. Any improvements that have not been authorized by the Municipality will be promptly removed.
4. Watercraft shall be moored in the Slip in a manner that will not permit any portion of it to protrude over the main walkway of any pier.
5. Pets shall be under the direct control of the owner and must be leashed when not on the boats of members. The pet owner is responsible for immediately retrieving animal droppings. Pets considered a nuisance or safety risk will be expelled from the Marina.
6. Do not feed geese, ducks, or seagulls.
7. Halyards and all standing rigging that may cause noise must be secured (tied Off) to help prevent nuisance noise.
8. After 10:00PM., unnecessary noise, the blowing of horns, loud talk, or playing of musical instruments, radios or television on the docks is not permitted unless permission is obtained from the Harbour Master for a special event. Language and general behavior must be in keeping with a family atmosphere. No noise of any type that disturbs the serenity of the Marina is allowed at any time of day or night. Quiet shall prevail from 10:00PM nightly until 8:00AM.
9. The discharge of any and all types of fireworks or sparklers within the Marina dock areas are forbidden for safety reasons.
10. Charcoal barbeques are not permitted on docks or boats within the harbour due to liability concerns.
11. The Marina rules apply to all members and their guests. A member must be present on the premises when their guest is making use of the facilities. Persons under the age of 18 must have adult supervision.
12. Notify the Harbour Master of any problems or unsafe conditions that may exist.
13. The Municipality of Northern Bruce Peninsula shall have the right to amend the Rules and

Regulations as it deems appropriate and such amendments shall be effective upon being posted at the Marina premises. The Municipality of Northern Bruce Peninsula shall have the right to immediately terminate this Agreement if the Owner or his/her invitees, crew, family members or guests fail to comply with the Rules and Regulations. The Owner hereby acknowledges having read and understood the Rules and Regulations of the Marina.

14. Failure to comply with this policy, either partially or in its entirety, will lead to the forfeiture of the rental agreement at Lion's Head and Tobermory Marina for a period of 10 years. Additionally, the vessel will be removed at the owner's expense.

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 Harbour or mail it to the Municipal Office at the following address:

Accounts Receivable
Municipality of Northern Bruce Peninsula
56 Lindsay Road 5, Lion's Head, ON, N0H1W0
1-833-793-3537 X 222
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