

**TOWN OF SPANISH
MUNICIPAL MARINA
RULES & REGULATIONS**

**Adopted fall 2009 by Council
Amended July 20th, 2019 by Resolution #19-07-20
Amended February 5th, 2020 by Resolution #20-02-05
Amended April 21, 2021 by Resolution #21-04-27**

Section 1 - Definitions

Whenever any of the words hereinafter defined are used in the rules and regulations, they shall be construed to mean the following:

1. **“Spanish Municipal Marina”** shall include both the marina basin and the approach and entrances thereto, as well as the land used for park purposes, boat launching and parking.
2. **“Harbour Master”** shall mean the senior person on duty at the time.
3. **“Mooring Agreement”** shall mean the standard Mooring/Licensing Agreement as provided by the Ontario Marina Operators Association (OMOA).
4. **“Season”** means the period the marina is open from the Friday of the May long-weekend until September 30th.
5. **“Amenities”** includes, in addition to dockside and marina basin services, the laundromat, lower-level public washrooms located in the Four Seasons Marina Complex Building.

Section 2 – Authority of Harbour Master

1. The Harbour Master shall have full authority in the interpretation and enforcement of all rules and regulations pertaining to the marina and all orders given in the performances of these duties shall be obeyed.
2. Every boat entering the marina basin shall immediately become subject to the authority and direction of the Harbour Master.
3. No person shall willfully or carelessly destroy damage, disturb, deface or interfere with any buoy, float, life preserver, sign, notice, or any other property installed and maintained by the Town of Spanish, or any proper government authority.
4. In the event that any unintentional damage is done to marina property, the Harbour Master must be notified immediately.

5. The Harbour Master can deny the use of the marina to any individual failing to comply with the rules and regulations for the operation of the Spanish Municipal Marina. The following rules and regulations are in effect:
6. No boat will be permitted to be docked in the marina basin until a Mooring Agreement has first been signed, and the fee for same has been paid.
 - a) There are two types of dock rentals in the marina basin, **Seasonal** and **Transient**.
 - (i) Seasonal rentals are made to owners requesting to dock their boat for a period of one month or longer.
 - (ii) Transient rentals, as available, are assigned to owners desiring to dock their boat on a daily or weekly basis.
 - b) Applications for seasonal dockage in the marina basin shall be made to the Harbour Master or Town Office on the form provided.
 - (i) Dock assignments will be made on a **first-paid-first-served** basis and will depend upon the availability of docks for the size of the boat to be accommodated.
 - (ii) Fees for assigned dockage will be based on the registered length of the boat.
 - (iii) Fees for docking will be based on dock length if the boater requests a significantly larger dock than would otherwise be assigned.
 - c) Each boat shall be docked in the space assigned by the Harbour Master. No exchange of docks between boat owners will be permitted without the prior approval of the Harbour Master.
 - d) The holder of a seasonal dock assignment, hereinafter called the “lessee” may upon a bona fide sale of the boat docked therein, with the approval of the Harbour Master, release the dock to the buyer of the boat conversely, they may, upon approval of the Harbour Master, retain the aforesaid dock assignment for another boat owned by them, provided the latter boat is within the size of the docking space assigned.
7. Any sale, purchase or exchange of boats occupying seasonal docking space in the Marina must be immediately reported to the Harbour Master.
8. The holder of a seasonal dock assignment of a specific size has no pre-emptive right to a larger dock in the event they purchase a larger boat.
9. The Harbour Master shall have the authority to move or relocate in the marina basin

any boat docked therein, if such change is required for the safety and protection of persons or property, or is required in order to obtain optimum utilization of facilities available, as per the Mooring Agreement.

10. Unauthorized dock occupancy is prohibited and the Harbour Master is authorized to move or secure the boat until dockage has been paid.
11. No boat will be permitted to tie up to any dock except the one to which it is assigned by the person in charge.
12. The Harbour Master shall have general authority to administer Marina Basin rules contained in this document, posted on signs, contained in the OMOA Mooring/Licensing Agreement or as otherwise apply.

Section 3 - Docking Fees

1. Charges for all dockage shall be made in accordance with the schedule adopted by the Town of Spanish.
2. Rental fees are due and payable upon assignment of a dock, except as specified in Section 3(3).
3. **For Seasonal Boaters a \$150.00 deposit plus HST paid by Dec. 31st (\$50.00 non-refundable portion)**, along with a completed, “Mooring/Licence Agreement”, will reserve their dock for the following season. Docks will be assigned on a deposit **first-paid-first-served** basis except that a returning seasonal boater will have first option on the agreed dock they held in the current year at season’s end if their \$150 deposit is paid by December 31st. **All dockage fees must be paid and the Mooring/Licence Agreement completed prior to any seasonal boat being launched and/docked. Any reservation for seasonal docking at the marina must be fully paid by May 31st to guarantee a space.**
4. All docks rented to Seasonal Boaters must be occupied, i.e. docks cannot be rented with the intention of keeping it vacant. Those who have paid a deposit of \$150.00, plus HST and have not paid the balance and launched their vessel by June 30th will forfeit their entire deposit.
5. Seasonal Boaters, who are the registered owner of up to two boats, will be permitted to switch boats at his leisure but only one boat at a time will be moored at the dock. The fees for the Seasonal docking will be based on the larger of the boats. All other rules and regulations must be met, including, but not limited to proof of insurance and completed mooring agreements on both vessels.
6. The lessee of a dock on a seasonal basis may amend their Marina lease agreement upon approval of the Town of Spanish Municipal Office. Charges will be recalculated according to the corresponding rate which applies to the amendment.

7. A full month's rental will be charged for a dock occupied during any portion of a monthly period, except for docks assigned on weekly or daily

Section 4 – Boats in Marina after Season Closing

1. The official season during which the marina is open is from Friday of the May long weekend until September 30th of the same year
2. Owners of a boat in the Marina Basin after September 30th
 - a) do so at their own risk
 - b) are aware that services will not be available
 - c) agree to vacate the marina basin on or before October 31st of the same year

Section 5 - Disposing of Waste

1. No person shall throw, discharge or deposit from any vessel or from the shore or float or otherwise, any refuse matter of any kind whatsoever into or upon the waters of the marina or in, on or upon the banks, walls, sidewalks, or beaches of any water into the marina basin.
2. No person shall dump or discharge oil, spirits, toxic liquids or contaminated bilge water into the marina basin.
3. All garbage must be deposited in receptacles furnished by the Town of Spanish for that purpose, or removed from the marina basin. ***Recyclables accepted and encouraged.***
4. Any person deemed responsible for depositing of waste material into the marina basin as specified in 5(1) and 5(2) will be accountable for all cleanup costs.

Section 6 - Hazardous Obstructions and Practices Prohibited

1. Floats, piers and docks must be kept clear at all times.
2. Any condition aboard or around any boat, float, pier or dock caused by the dock holder, which, in the opinion of the Harbour Master constitutes a fire hazard, health menace, or danger to public safety, shall be corrected or removed immediately to the satisfaction of the Harbour Master.
3. No tires, hose, rope, canvas or other material shall be nailed or otherwise attached to finger piers, and docks without the approval of the Harbour Master.
4. Dock lockers or other similar dock storage will not be permitted on floats, piers or docks. Space for dock boxes has been provided on the adjacent northside shoreline roadway.

5. On-board fuelling of boats and tanks using portable containers is prohibited within the marina basin other than at the fuelling station.
6. The Shoreline Road is for loading and unloading only, and it to be kept free of all vehicles, trailers, etc. to allow for quick an unobstructed access to first responders. Please use the back, upper parking lot for vehicles and trailers, as identified.

Section 7 - Use of Water and Electricity

1. Charges for water and electricity under normal usage are included in docking fees.

Section 8 – Repair of Boats in the Marina Basin

1. In the event a boater must perform any maintenance, repairs or updates to a boat while in the marina basin, it is recommended and advised that the boat be relocated adjacent to or at the masting slip. Boat owners are legally responsible for any injury or damage to municipal property or the property of others howsoever caused by the boat owner or their repair or maintenance person. As well the boat owner is fully responsible for the remediation of any pollution of the marina basin resulting from any such repair or maintenance.
2. All such work must be done within the confines of the boat itself and is not to be carried on in any manner whatsoever upon floats or docks. All materials used in such repair or maintenance must also be kept within the confines of the boat and may not be kept upon floats or docks. Following all normal safety standards for the repair, installation, or maintenance of a boat is the owner's responsibility.

Section 9 – Peril to Boats and Persons

1. Should there be reason to believe that a boat is in imminent danger or in peril or persons aboard require emergency assistance the Harbour Master or representative is allowed the right of entry onto or into the boat to perform whatever service is feasible and appropriate to best correct the situation at hand. This includes releasing the craft from the dock to prevent further damage to the surrounding docks or crafts, or persons in the harbour. The Harbour Master or their representative is also within their full rights to report any finding or situation to the proper authorities.

Section 10 - Vessel Traffic Within the Harbour

1. All vessels approaching or within the harbour must be operated in a safe and prudent manner and in no event shall the entrance to the marina basin be blocked by general boating activities.
2. The speed of any vessel within the harbour shall not exceed (2) knots per hour (2.3 mph or 3.7 kmph).

Section 11 - Swimming in Harbour Prohibited

1. Swimming or bathing is not permitted in the Marina Basin.

Section 12 - Sewage

1. The discharge of sewage in the waters of the marina is not permitted.

Section 13 - Violation of Rules and Regulations

1. An applicant for a dock assignment agrees by their signature on the Marina Mooring/Licensing Agreement as provided by the OMOA, to comply with these Rules and Regulations.
2. The Harbour Master shall have the right to deny the use of the marina and to cancel the dock assignment and require removal of any boat of any owner who fails to comply with the Rules and Regulations of the marina.

Section 14 - Registration: Furnishing Information to the Harbour Master

1. The owner(s) of any vessel entering the marina basin must furnish all information relating to the vessel and the ownership thereof as may reasonably be required by the Harbour Master.

Section 15 - Pets

1. All dogs and cats on the marina property must be on a leash. Persons responsible for any pet must clean up as per the municipal by-law (poop and scoop).
2. Pets are not allowed in the Four Seasons Marina Complex Building with the exception of dogs that are registered as guide dogs for the blind.