



# Shoreline Dock Licence

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Terms and Conditions • April 12, 2019



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## **1. HISTORY AND PURPOSE**

Between 1887 and 1891 the Provincial Government transferred to The Niagara Parks Commission (formerly known as the Queen Victoria Niagara Falls Park Commission, hereinafter called the “NPC”), title to the chain reserve along the Niagara River. The NPC proceeded to protect the shoreline from erosion and in 1908 began work on a roadway which would serve to join the various parks under their control along the Niagara River corridor. In 1977 those portions of the bed of the Niagara River not already owned by the NPC were put under the NPC’s jurisdiction by the Ministry of Natural Resources. With a view to aesthetics and preserving the boulevard as a scenic drive, certain restrictions were established by the NPC such as signage control in 1939 and the issuing of seasonal shoreline dock licences in 1941.

Pursuant to the Niagara Parks Act, as amended, and regulations thereunder, the NPC has a duty to manage and control the lands under its jurisdiction. Historically and to date, the shoreline dock restrictions are intended to ensure that the installation of temporary docks is only permitted in accordance with the mandate of the NPC to preserve and protect the natural heritage along the Niagara River for the enjoyment of current and future visitors.

## **2. LICENCE**

- 2.1 The NPC may issue temporary annual licences, upon application and payment of the applicable fee, and subject to the Terms and Conditions hereinafter contained, to permit the licence holder to gain access to, and place and use, a shoreline dock on the lands under jurisdiction of the NPC.
- 2.2 At no time will the total number of annual dock licences issued exceed 150 along the entire Niagara River. Of those 150 docks, only 20 will be permitted on the lower river.
- 2.3 A licence will only be issued where a minimum spatial separation of 80 metres between each dock is provided.
- 2.4 No licence will be issued for the installation of a dock in restricted areas as determined by the NPC in its sole discretion, including but not limited to those areas described in Schedule B attached hereto.
- 2.5 Licences shall only be issued to boat owners who are residents of lots immediately adjoining and opposite the lands under the jurisdiction of the NPC where the dock is proposed to be installed.

- 2.6 The NPC reserves the right to deny an application for a licence, or terminate a licence, for any reason.
- 2.7 It is a condition of every licence issued that the licence holder shall be solely responsible for compliance with all applicable laws pertaining to the installation, maintenance and use of the dock during the term of the licence, including but not limited to the legislation set out in Schedule A attached hereto, and Canadian Coast Guard approval of any water or other vessels as required, at the licence holder's sole cost.
- 2.8 A residential shoreline dock licence is strictly personal, temporary and non-transferable in nature, and does not vest in the licence holder any permanent right of title, easement, restriction or other property interest in respect of the land on, adjacent to or within the vicinity of the permitted dock location, but only confers a temporary licence therefor.
- 2.9 No person shall permit any boat, raft, watercraft of any other kind, shoreline dock, floating dock, mooring device, stairs or other structure of any kind to be constructed or permanently or temporarily affixed along the Niagara River or on lands under the jurisdiction of the NPC, without first having obtained a licence from the NPC.
- 2.10 The installation of any dock, stairs or installation or structure of any kind on lands along the Niagara River or under the jurisdiction of the NPC without a license shall be deemed to be a trespass, subject to prosecution pursuant to the Trespass to Property Act.

### **3. APPLICATION REQUIREMENTS AND APPROVALS**

#### **3.1 Application for Licence**

Applications for a shoreline dock licence, and/or stairs, are required to be submitted to the NPC on an annual basis and shall be in the form provided, as may be amended by the NPC from time to time, and shall be accompanied by all other information and documents required by the NPC.

#### **3.2 Required Information and Insurance**

- a. Upon application for a licence, the applicant shall submit payment in full of the applicable fees, as determined by NPC from time to time in its sole discretion which can be found on our website at: <https://www.niagaraparks.com/corporate/planning-properties/shoreline-docks/>.

- b. Every applicant for a licence shall submit a fully completed and signed: Residential Shoreline Dock Licence Application Form and Boat Information Form which can be found on our website at: <https://www.niagaraparks.com/corporate/planning-properties/shoreline-docks/>.
- c. Every applicant shall obtain and maintain throughout the term of the licence liability insurance providing coverage for property damage and personal injury, including death, in the amount of \$2,000,000 (two million dollars) per occurrence naming The Niagara Parks Commission as an additional insured, or such other insurance that the NPC may request from time to time, at the applicant/licence holder's sole cost. A certificate of insurance evidencing the required coverage and in a form satisfactory to the NPC shall be provided by every applicant prior to licence issuance, and upon request by the NPC from time to time.
- d. Plans noting proposed size, location and method and materials for construction of the docks, stairs and other installations must be submitted and approved by the NPC prior to licence issuance. In addition, all applications for new docks and/or stairs, or for existing docks and/or stairs that require substantial repair or alteration, save and except for approved pre-fabricated docks, shall be accompanied by drawings prepared and stamped by a Professional Engineer in good standing in Ontario (PEO), at the applicant/licence holder's sole cost.
- e. All works, including any repairs or alterations during the term of the licence, shall be carried out in accordance with the plans and specifications approved by the NPC. No alterations to any approved drawings, or structures, are permitted without prior written approval of the NPC. Any modification, alteration or extension of a dock and/or stairs may require a new licence application, as determined by the NPC in its sole discretion. The NPC reserves the right, at any time, to require the licence holder to provide "as constructed" drawings, or other documentation to certify that the construction and installation of the dock and/or stairs and/or other permitted installations was completed in accordance with the approved plans, drawings and specifications, at the licence holder's sole cost.
- f. All new applications shall require the payment of an administrative setup fee, in addition to the annual licence fee, as determined by the NPC from time to time, which can be found on our website at: <https://www.niagaraparks.com/corporate/planning-properties/shoreline-docks/>.

### **3.3 Licence Term**

Shoreline docks shall only be installed following issuance of the required licence but in no case, shall the installation be earlier than 10 (ten) days after the Lake Erie ice boom is removed. All shoreline docks and related installations shall be completely removed no later than October 31st of each year. Stairs may remain all year round, subject to the approval of the NPC and such conditions as the NPC may impose in its sole discretion, for as long as the NPC continues to grant the applicable annual licences, however the licence holder shall be solely responsible to immediately remove all installations and restore the lands to their former condition to the satisfaction of the NPC, at the licence holder's sole cost, upon termination of the licence.

### **3.4 Termination**

- a. All licences are temporary in nature and shall automatically terminate as of October 31st of each year, subject to earlier surrender by the licence holder or termination by the NPC as provided for herein.
- b. Any breach of these terms and conditions, or applicable laws, will result in immediate termination of the licence.
- c. The NPC may terminate the licence, for any reason, at any time upon 30 (thirty) days' notice in writing, delivered or mailed to the address shown on the licence.
- d. The NPC may revoke the licence upon written notice if the dock and installations are not in place by June 30th of the current season without prior written authorization from the NPC.
- e. Upon surrender, termination or revocation of the licence, the last named licence holder shall be solely responsible to immediately remove all installations and restore the lands to their former condition to the satisfaction of the NPC, at the licence holder's sole cost. Failure to do so shall entitle the NPC, at its option, to remove and dispose of the installations, and restore the lands, and to collect any costs and expenses incurred as a result (including legal fees and disbursements) from the last named licence holder.
- f. The licence is personal to the licence holder, and is not assignable in any manner by the licence holder, and automatically terminates upon:
  - i. the sale or transfer of the licence holder's property;

- ii. the death of the licence holder, or in the case of joint licence holders, the death of the last survivor;
  - iii. the commencement of any proceedings in bankruptcy by or against the licence holder.
- g. No licences are automatically renewed, and the NPC reserves the right to transfer existing licences that have been revoked, or denied, to new applicants, as determined by the NPC in its sole discretion.

### **3.5 Other Permits or Approvals Required**

- a. The granting of a licence by the NPC does not in any way relieve the licence holder from complying with all applicable requirements of the area municipality or any other provincial or federal authority, including the Niagara Peninsula Conservation Authority.
- b. If there is a conflict between these terms and conditions and the provisions of any by-law of an area municipality, or other applicable law, the provisions that are most restrictive shall apply.
- c. All applicants and licence holders are solely responsible for compliance with the requirements of the Department of Fisheries and Oceans, the Ontario Ministry of Natural Resources and Forestry, the Navigation Protection Act (Canada) and the Navigable Water Works Regulations and all other applicable laws. All applicants and licence holders must also obtain approval as necessary from the Canada Border Services Agency.
- d. The NPC reserves the right, in its sole discretion, at any time to require the applicant or licence holder to provide proof that all required approvals and permits have been obtained as necessary, failing which the NPC shall be entitled to deny or immediately terminate the licence.

## **4. SHORELINE DOCK USAGE**

- 4.1 The licence and usage of the dock is restricted to residents who own or lease their lands, with addresses along the Niagara Parkway only, with a maximum of 2 (two) boats owned by the licence holder secured to each dock.

- 4.2 Licence holders may share a dock with Niagara River Parkway neighbours, in which case the dock may have up to a maximum of 5 (five) boats, subject to the payment of an additional annual fee for each additional boat, as determined by the NPC from time to time. Each neighbour sharing the dock must also obtain and maintain throughout the term of the licence, at its sole cost, its own liability insurance providing coverage for property damage and personal injury, including death, in the amount of \$2,000,000 (two million dollars) per occurrence naming The Niagara Parks Commission as an additional insured, or such other insurance that the NPC may request from time to time. A certificate of insurance evidencing the required coverage and in a form satisfactory to the NPC shall be provided by every such neighbour sharing the dock upon application for a licence, and upon request by the NPC from time to time.
- 4.3 The licence holder shall immediately notify the NPC upon the sale or transfer of the licence holder's property.
- 4.4 Parking of vehicles for those using the docks is restricted to private driveways and designated parking areas along the Niagara Parkway. Parking on NPC roadway, shoulder, grass, road allowance or other lands is not permitted. The licence holder shall be solely responsible for all costs and expenses incurred by the NPC to reinstate any damage caused to lands under the jurisdiction of the NPC by vehicles.
- 4.5 All boats, vessels and dock installations shall be properly and safely secured in a manner that will withstand extreme weather events.
- 4.6 Boats, vessels, dock installations and stairs shall not be secured to, or in a manner that might cause damage to, trees, shrubs, bushes or other landscaping features or endangered species as defined by the Endangered Species Act (Ontario).
- 4.7 Residential shoreline docks are not to be used for commercial purposes.
- 4.8 Licences for residential shoreline docks are intended only for the use of the Niagara River Parkway resident for whom the licence is issued. The licence is not intended to permit holders to operate a marina for friends, relatives or others not residing at the Niagara River Parkway address to which the licence is issued. Life threatening situations such as a storm or pending storm shall be an acceptable reason for the use by a non-licence holder of any dock up to a maximum time of 48 (forty-eight) hours.
- 4.9 The licence holder is not allowed to charge a fee for the docking of other boats in emergency situations.



- 4.10 All structures, boats, equipment, items or other personal property of the licence holder at any time brought or stored on lands under the jurisdiction of the NPC shall be at the sole risk of the licence holder and the NPC shall not be liable for any loss or damage thereto, howsoever arising, and the licence holder expressly releases the NPC from all claims and demands in respect of any such loss or damage.
- 4.11 Barbecues, equipment, toys, furniture, umbrellas and other chattels are not permitted to be left on the shoreline dock overnight.
- 4.12 No signage shall be installed on the dock, except as expressly approved or required by the NPC.
- 4.13 The licence holder shall be solely responsible for ensuring the safety of the dock, stairs and all installations, and the safety of all users.
- 4.14 The licence holder shall keep the shoreline and NPC lands in a clean and tidy condition and safe from harm or damage arising from or about the licence holder's use, including the installation and removal of the dock and/or and any other permitted installations.

## **5. SHORELINE DOCK AND STAIRS LOCATION**

- 5.1 The exact location of all docks, stairs and other permitted installations is to be determined by the NPC, with the minimum required distance between docks being 80 metres. The location of each permitted shoreline dock shall be in front of the licence holder's lands and not that of a neighboring land owner.
- 5.2 In certain areas along the Niagara River, shoreline docks are not permitted due to dangerous water areas, wildlife zones, commercial areas and other areas as determined by the NPC from time to time in its sole discretion, including but not limited to those restricted areas identified in Schedule B attached hereto.
- 5.3 Shoreline docks will not be permitted within 10 metres of an Ontario Power Generation Water Level Station.
- 5.4 The NPC reserves the right at any time to require the relocation of the dock, the alteration of its size or to restrict the number of vessels at each location, and the licence holder shall immediately comply with the NPC's requirements.
- 5.5 Stairs may be permitted by the NPC on an individual basis, as determined by the NPC in its sole discretion, where a natural path is not feasible. A separate licence is required, subject

to the payment of the applicable fee as determined by the NPC from time to time, and approval by the NPC of the exact location and design of the stairs.

5.6 The NPC reserves the right at any time to require the relocation and alteration of the stairs and the licence holder shall immediately comply with the NPC's requirements.

5.7 If the NPC requires the substantial alteration of a dock and/or stairs, as determined by the NPC in its sole discretion, the licence holder shall be required to submit drawings prepared and stamped by a Professional Engineer in good standing in Ontario (PEO) of the dock and/or stairs, including all proposed alterations, at the licence holder's sole cost, for the approval of the NPC before the completion of the required alterations is carried out.

## **6. SHORELINE DOCK AND STAIRS CONSTRUCTION**

6.1 The licence holder is solely responsible for ensuring that dock and stair structures conform to all applicable laws.

6.2 All license applications for new dock and/or stair structures, or for existing docks and/or stairs that require substantial repair or alteration, save and except for approved pre-fabricated docks, will require the submission of drawings prepared and stamped by a Professional Engineer in good standing in Ontario (PEO) to the NPC, at the licence holder's sole cost.

6.3 The licence holder shall maintain the dock and/or stairs and other permitted installations in good condition and repair, as determined by the NPC in its sole discretion, and shall not cause or permit any unsafe conditions. The licence holder shall complete all required repairs identified by the NPC in writing within 14 (fourteen) days of receipt of the NPC's notice, failing which the NPC may immediately terminate the licence.

6.4 If the NPC requires the substantial repair of a dock and/or stairs, as determined by the NPC in its sole discretion, the licence holder shall be required to submit drawings prepared and stamped by a Professional Engineer in good standing in Ontario (PEO) of the dock and/or stairs, including all proposed repairs, at the licence holder's sole cost, for the approval of the NPC before the completion of the required repairs is carried out.

6.5 Permanent installations such as gabion baskets, pilings, concrete/steel posts, slabs, electrical outlets, racks, buildings and any other similar permanent structures are prohibited. In addition, movable items such as signs, flags, ornaments, gates and fences are also prohibited. The NPC reserves the right to remove and dispose of any prohibited items at any time, without notice, at the licence holder's sole expense.

- 6.6 Machinery shall not be operated in the water when installing or removing docks.
- 6.7 The riverbed shall not be disturbed to result in any erosion into the river or harm to fish or other species and or their habitat.
- 6.8 Treated lumber shall not be placed in contact with the Niagara River.
- 6.9 Each dock shall have the licence holder's address (which serves as the Licence Number) clearly displayed on the dock, either by painting it on the dock decking in numbers not larger than 6 inches in height, or by the installation of a sign on the dock not to exceed 5 inches x 8 inches in size, which sign shall be securely fastened to the dock and is subject to the approval of the NPC.
- 6.10 All licence holders (in rural areas where applicable) must have the municipal issued 911 reflective address signs in front of their homes (in the approved municipal location) to qualify for a shoreline dock licence.
- 6.11 Clearing trees and/or vegetation from the waters or shoreline of the river is strictly prohibited. If NPC determines in its sole discretion that restoration is required because of such clearing, it will be at the sole expense of the licence holder. The licence holder should be aware that in addition to requiring vegetation to protect the river banks from erosion, many areas along the river have endangered species of plants, which, if removed, may result in prosecution for which the penalty includes a fine of up to \$250,000 for an individual convicted of a first offence pursuant to the Endangered Species Act (Ontario). Licence holders with questions about these plants or any request for clearing vegetation should contact the NPC Parks Department.
- 6.12 Permanent decks on shore or on the water are strictly prohibited, absent the express prior written approval of the NPC. Existing temporary decks must be removed by October 31st in each year. The NPC reserves the right at any time to require the relocation, alteration or removal of permitted decks, subject to such conditions as the NPC considers appropriate, including but not limited to: the submission of drawings prepared and stamped by a Professional Engineer in good standing in Ontario (PEO) of the deck; and, the restoration of lands affected by the deck, and the licence holder shall immediately comply with the NPC's requirements, at the licence holder's sole cost.

## **7. ADMINISTRATION**

### **7.1 Enforcement**

The installation of any dock, stairs or structure of any kind along the Niagara River shoreline, on the bed of the Niagara River, or on any other lands under the jurisdiction of the NPC by any person without a license shall be deemed to be a trespass, subject to prosecution and applicable penalties pursuant to the provisions of the Trespass to Property Act (Ontario), and the Provincial Offences Act (Ontario).

### **7.2 Notice**

Notices sent pursuant to these terms and conditions will be in writing and sent by regular mail, registered mail, personally delivered, or sent by e-mail, to the license holder/applicant at the address provided on the Licence/application form or to any other address that the licence holder/applicant designates in writing. Any notice: (a) sent by regular mail, shall be deemed to have been received on the fifth (5th) business day after mailing; (b) sent by registered mail, shall be deemed to have been received on the second (2nd) business day after mailing; (c) delivered personally or by email shall be deemed to have been received on the date given.

## **8. AGREEMENT**

- 8.1 Upon issuance of the licence, the licence holder shall be deemed to have read, understood and agreed to comply with these terms and conditions.
- 8.2 Upon issuance of the licence, the licence holder shall be deemed to have agreed to indemnify and save harmless the NPC and each of its commissioners, officers, directors, employees, agents and other persons for whom it is responsible in law, of and from all fines, suits, claims, demands, proceedings, actions, costs, expenses, and damages of any kind or nature, howsoever arising, to which NPC may become liable by reason of the use of the dock, stairs or other installations, the use of lands under the jurisdiction of the NPC lands pursuant to the licence, whether proper or improper, and/or by reason of any breach of these terms and conditions by the licence holder or any person for whom the licence holder is responsible in law.
- 8.3 Upon issuance of the licence, the licence holder shall be deemed to have agreed to forever and completely and unconditionally release, remise and discharge the NPC, and each of its commissioners, officers, directors, employees, agents and other persons for whom it is responsible in law, from and against any and all actions, causes of actions, claims, demands,



costs, expenses, and damages of any nature whatsoever by reason of or in connection with the licence and/or the use of the lands under the jurisdiction of the NPC lands pursuant to the licence, whether proper or improper.

# SCHEDULE A

## APPLICABLE LAWS

Licence holders shall be solely responsible to comply with all applicable laws in any way pertaining to the installation, maintenance and use of the dock and related lands including but not limited the following:

- The Niagara Parks Act (Ontario)
- Public Lands Act (Ontario)
- Navigation Protection Act (Canada)
- Fisheries Act (Canada)
- Lakes and Rivers Improvement Act (Ontario)
- Trespass to Property Act (Ontario)
- Places to Grow Act, 2005 (Ontario)
- Greenbelt Act, 2005 (Ontario)
- Environmental Protection Act (Ontario)
- Endangered Species Act, 2007 (Ontario)
- The Building Code Act (Ontario)

# SCHEDULE B

## RESTRICTED AREAS:

### RESIDENTIAL MOORINGS AND SHORELINE DOCKS NOT ALLOWED

RESTRICTED AREA	REASON
<b>Niagara-on-the-Lake</b>	
1. North of Smugglers Cove Boat Club	ANSI (Area of Natural and Scientific Interest)
2. McFarland Park Area	ANSI (Area of Natural and Scientific Interest)
3. Brown's Point Area	ANSI (Area of Natural and Scientific Interest)
4. Deep Hollow Area and south	ANSI (Area of Natural and Scientific Interest)
<b>City of Niagara Falls</b>	
1. Between village of Queenston and North Service Road 30	Dangerous Waters
<b>Town of Fort Erie</b>	
1. Within 400 metres (1,300 feet) of the Niagara Parks Marine	Marina Area
2. Between Phipps Street and Lewis Street	Parkland
3. From a point 300 metres south of Wintemute Street to the south-westerly point of the Commission waterlot jurisdiction (being house number 520 Lakeshore Road)	Bird Sanctuary and Parkland