

BYLAW 8/14

A BYLAW TO ESTABLISH BOATHOUSE, DOCK AND LAKESHORE BUILDING REQUIREMENTS

The Council of the Northern Village of Denare Beach in the Province of Saskatchewan enacts as follows:

1. Short Title

1.1.1 This bylaw shall be cited as the BOATHOUSE, DOCK AND LAKESHORE BUILDING BYLAW

1.1.2 In this bylaw, including this section:

- a. Dock means a structure constructed and fixed to a shore with the remainder extending onto the water to be used to moor water craft and aircraft.
- b. Dock property means property on which a dock shall be built with the issuance of a permit by the Council of the Northern Village of Denare Beach.
 - i. Preferential consideration will be given to the registered owners of lands or buildings which are considered lake front if the dock to be constructed or disposed of lies within the extension of the two sides of the lakefront property most perpendicular to the water line.
 - ii. The Council shall give at least two weeks' notice of its intent to issue a dock permit by mail to all persons who are registered owners of the lands and/or building abutting the portion of lakefront proposed to be leased.
 - iii. Every person who claims his land will be injuriously affected by the proposed lease will be afforded the opportunity to appear before Council either in person or by agent, to make his objection known.
- c. Boathouse means a building built over water adjacent to the shore and used as a marine garage for watercraft,
- d. Boathouse property means property on which a boathouse shall be built in an area designated for this purpose.
- e. Lakeshore building means any other building/structure that is not a boathouse.

2. Scope of Bylaw

- 2.1 Construction of a dock shall be of sealed treated wood, metal, fiberglass and/or plastic products with the following requirements:
- a. The dock must be floating with the use of Styrofoam dock floats, metal flotation tanks or plastic flotation tanks, of sufficient quantity to provide stability and sufficient flotation for the safe movements of persons.
 - b. The dock must be attached to the shoreline mooring that is capable of holding the dock and allowing it to pivot according to the changing water level, currents and wind conditions.
 - c. The dock length shall not exceed 60 feet and its width shall not exceed 12 feet, except with special consideration of Council. The dock is to have a marker with reflective lens on each side and end.
 - d. The dock shall be maintained in good repair at all times.

e. The dock shall be kept neat and tidy at all times by:

- i. Avoiding unnecessary or unsightly storage on the dock.
- ii. Ensuring boats, aircrafts and other water craft are neatly and safely moored.
- iii. Ensuring where dock anchors or mooring is relocated, old moorings must be removed to maintain tidiness and safety.

2.2 Construction of a boathouse shall be of materials of sealed treated wood, metal, fiberglass and/or plastic products with the following requirements:
Structures are to adhere to the latest revisions of the National Building Code of Canada and Fisheries and Oceans Canada's requirements.

a. The base shall be:

- i. Flotation of sufficient buoyancy to carry the building adequately and of sufficient strength to ensure that it will not break apart while enduring all elements of all seasons. Such construction will require adequate anchoring achieved by piling and connecting hardware.
- ii. Where the bottom of the area for the boathouse is solid, a series of cribs measuring 3' x 3' square adjacent to the shoreline, and 4' x 4' square further out, using 6" x 6" square or 6" flat sealed treated timber. All crib material is to be predrilled, bolted and when in place to be filled with rock or other acceptable ballast material.
- iii. Where the bottom of the area for the boathouse is soft, a series of sealed treated piles to be driven to bedrock, or hard base. Flotation should be considered in these areas
- iv. Or a combination of (ii) and (iii).

b. The walls shall be:

- i. 2' x 4' or 2' x 6' studs with maximum spacing of 2 feet.
- ii. Exterior sheathing to be 3/8" plywood or 3/4" boards. If the structure is adequately lathed and braced, commercial plastic or metal sheathing shall be used in lieu of lumber.
- iii. External finish shall be a good grade of paint on wood, a non-rusting finish on metal, or finished siding which will withstand moisture conditions.

c. The roof shall be constructed with:

- i. Engineered trusses of a minimum of 2' x 4' material, braced and at not more than 2' center or other materials capable of snow load up to 52 pounds per square foot.
- ii. Deck to be made of 1/2" plywood or 3/4" boards providing a minimum load of 52 pounds per square foot.
- iii. Roof cover to be made of minimum 90 lb. rolled asphalt roofing, asphalt shingles or non-rusting metal sheathing.

d. The walkways shall be constructed with:

- i. Minimum 2" thick sealed treated wood (standard 2 x 4, 2 x 6, etc.), metal, fiberglass and/or plastic products.

e. Adequate ventilation is to be installed in the gable ends or roof peak to avoid moisture accumulation.

- f. Each boathouse must display on the shore end wall, identification of Lot and Block location number.
- g. All flammable and dangerous material such as gas, oil, etc. must be stored in a secured and safe manner in compliance with Village fire bylaw.
- h. The areas on the sides, shoreline, and within the boathouse are to be kept in a neat manner without the accumulation of garbage or debris.
- i. The shoreline end of a boathouse shall be no greater than 25' from shore with a walkway.
- j. No one shall park a vehicle or obstruct passage to frontage to any boathouse without the consent of boathouse owner.

3. Building Permits

- 3.1 Every application for a dock or a boathouse building permit shall be in Form "A" attached hereto and forming part of this bylaw, and shall be accompanied by 2 copies of the plans and specifications for the proposed dock or boathouse property.
- 3.2 If a proposed dock or boathouse complies with the requirements of this bylaw, the Administrator or Building Inspector upon receipt of the prescribed fee shall issue a permit in Form "B" attached to and forming part of this bylaw.
- 3.3 The permit fee for construction, alteration or reconstruction of a dock or boathouse shall be based on:
 - a. Docks: \$0.05 per square foot of usable dock surface
 - b. Boathouse: \$0.07 per square foot of boathouse area at wall sides.
- 3.4 Construction of a boathouse shall be built within a period of one year from date of issue of issue of a Dock/Boathouse Permit.

4. Demolition or Removal Permits

- 4.1 A Development Permit must be submitted for any demolition or relocation of existing buildings or structures as set out in the Bylaw Respecting Buildings.
- 4.2 Every application for a permit to demolish, move, or remove a dock or boathouse shall be in Form "A" as set out in the Bylaw Respecting Buildings.
- 4.3 Where a dock or boathouse is to be demolished, moved, or removed, the Administrator or Building Inspector, upon receipt of the fees prescribed shall issue a Notice of Decision as set out in the Bylaw Respecting Buildings.
- 4.4 All dock permits are issued upon approval of the Council of the Northern Village of Denare Beach. All boathouse permits are issued to the person with boathouse property.
- 4.5 A Notice of Decision will not be issued where there are outstanding taxes or fees owing for an existing dock or boathouse.
- 4.6 No person shall sell, demolish or remove or engage, employ or give permission to any person to demolish, move or remove any boathouse/dock/lakeshore building in respect of which there are any outstanding lease fees or taxes.
- 4.7 Any boathouse/dock/lakeshore building for which miscellaneous use permit fees and/or taxes are not current may result in: the cancellation of miscellaneous use permit and/or disposal of boathouse by the Village.

5. General

- 5.1 The granting of any permit which is authorized by this bylaw shall not:
- a. Entitle the grantee, his successor or anyone else on his behalf to erect any boathouse/dock/lakeshore building that fails to comply the requirements of any building restrictions agreement affecting the site described in the permit, or,
 - b. Make either the Northern Municipality of Denare Beach or any of the Northern Municipality of Denare Beach officials liable for damage or otherwise by reason of the fact that a dock or boathouse, the construction of which has been authorized by permit, does not comply with the requirements of any such building restriction agreement.
- 5.2 Any boathouse property owner with a boathouse shall upon selling his property, ensure the transaction is registered with the Village in Form "C", transfer of boathouse property.
- 5.3 Annual lease fees shall be assessed annually.

6. Enforcement of Bylaw

- 6.1 If any dock or boathouse, or part thereof, or addition thereto is erected, altered or placed in contravention of any provision of this bylaw, the Administration/Building Inspector may issue a notice in writing to be delivered to the owner personally or by registered letter at his place of residence or business requiring him within a period of time mentioned therein, being at least 3 days from the date of delivery or mailing thereof, by a statement in writing under his hand or that of his agent and served upon the Administrator or Building Inspector, to show sufficient cause why the dock or boathouse or part thereof or addition thereto should not be demolished or removed.
- 6.2 If at the expiration of the time mentioned in the notice such person shall have failed to show sufficient cause why the dock or boathouse or part thereof or addition or condition thereto has not been demolished or removed, it will then cause the same to be done at the expense of such person.
- 6.3 Where a dock or boathouse is damaged or allowed to deteriorate beyond 50% of the structure value the structure is not to be repaired or rebuilt except in accordance with this bylaw.
- 6.4 If any person fails to do anything required by this bylaw to be done by him, the Administrator or Building Inspector may cause such thing to be done at his expense and may recover the expense thereof with costs by action in any court or in like manner as municipal taxes.
- 6.5 Non-conforming docks or boathouses may be used but shall not be enlarged or added to and no structural alterations made accept in accordance with this bylaw.
- 6.6 Repairs or maintenance that do not alter the size or involve the rearrangement or replacement of structural supporting elements are not considered to be structural alterations.

7. Penalty

- 7.1 Any person found guilty of an infraction of any of the provisions of this bylaw is guilty of an offence and shall upon summary conviction be liable to the penalties provided by the General Penalty Bylaw of the Northern Municipality of Denare Beach.

8. Repeal

- 8.1 Bylaw 1/95 passed on July 26, 1995 is hereby repealed.

Read a first time this 26th day of November, 2014.

Read a second time this 26th day of November, 2014.

Read a third time this 14th day of January, 2015.

Administrator

Mayor

Boathouse & Lakeshore Bylaw

Instructions for Owners or Contractors

Every owner of property or every contractor shall:

1. Permit the Administration/Building Inspector to enter any dock/boathouse for the purpose of administering or enforcing Bylaw 4/14 being a bylaw respecting docks/boathouses.
2. Obtain, where applicable, from the Administrator/Building Inspector or other appropriate official of the Northern Village of Denare Beach permits relating to buildings, demolish, moving or removing docks.
3. Give at least 48 hours' notice to the Administrator/ Building Inspector of the intention to start work on the building site.
4. Give written notice to the Administrator/ Building Inspector within 7 days of completion of work described in the permit.
5. You are advised that neither the granting of a permit nor the approval of the drawings and specifications nor inspections made by the Administrator/ Building Inspector shall in any way relieve the owner of such building from full responsibility for carrying out the work or having the work carried out in accordance with the requirements of Bylaw # 4/14 being a bylaw respecting docks/boathouses.
6. Also, no person shall alter or modify any plans or specifications upon which a dock/boathouse permit has been granted, unless the Administrator/ Building Inspector has agreed in writing to such changes.
7. All building permits shall expire 12 months from the date of issue except that a permit may be renewed for 6 months upon written application to the Administrator/ Building Inspector.
8. Prior to demolition or removal of a dock/boathouse all outstanding taxes/leases must be paid or approval for such demolition or removal approved in writing by Council.
9. A copy of Bylaw #4/14 being a bylaw respecting boathouse/dock/lakeshore building, may be obtained from the Administrator/Building Inspector.

Form A

Application for Dock/Boathouse Permit

I, hereby make application for a permit to construct a

_____ Dock

_____ Boathouse

According to the information shown below and according to the plans attached to the application.

Nature of work _____

Location _____

Contractor _____

Intended use of structure _____

Distance from shoreline _____

Construction details:

Dock

Size _____ Length _____ Width _____

Mooring

Material _____

Flotation Material & Size

Anchoring

Boathouse

Size _____ Length _____ Width _____ Height _____

Footings-material & description

Ballast material

Signed

Dated

Form B

Dock/Boathouse Permit

This agreement made this _____ day of _____, 20____

Between:

THE NORTHERN VILLAGE OF DENARE BEACH, (hereinafter called the "ISSUER")

And

OF _____

IN THE PROVINCE OF _____

(Hereinafter called the "PERMITTEE")

Witness that for and in consideration of the permit rentals, covenants, conditions and agreements hereinafter reserved and contained, on the part of the Permittee to be paid, observed and performed, the Issuer has leased unto the Permittee the following land in the Northern Municipality of Denare Beach, in the province of Saskatchewan, that is to say:

Land Description

Boathouse Lot _____ Area _____

Dock Lot _____ Area _____

Hereinafter referred to as "the said land", TO HAVE AND TO HOLD the said land unto the Permittee for and during the term one year less one day commencing _____, 20____.

Yielding and paying therefore unto the Issuer the sum of _____.

For the term, payable at commencement, but the said sum shall be subject to re-adjustment after a term.

The parties hereto covenant and agree with each other as follows:

1. The Permittee will pay the said rent in the manner aforesaid.
2. The Permittee will use the said land for boathouse purposes only, developing it in accordance with plans approved by the Northern Village of Denare Beach or their authorized agent and will not use or permit the same to be used for any other purpose whatsoever nor in any manner inconsistent with such usage.
3. (a) The Permittee will, within 12 months, after the execution of this permit, commence and without intermission and with reasonable expedition proceed with the erection of a structure to be used as a dock/boathouse, and will at the Permittee's own expense completely finish the same for use, on or before the end of the term hereinafter stated in a workmanlike manner.

(b) Upon completion of the said building, the Permittee will clearly display on the building the Lot Number and Area Number of said land.

(c) All construction of buildings or structures will be according to Clause 3 of the Lakeshore Dock and Boathouse Building Bylaw & Specifications provided by the Issuer.

(d) The Permittee will agree that no plumbing service will be installed in such boathouse.

(e) The Permittee will maintain and retain said land, the said structure for the full term of the permit.

4. (a) The Permittee will keep the said land and building that are now or that may hereinafter be placed upon the said land in a neat and sanitary condition and will dispose of all garbage, debris and other refuse and waste matter at such times and in such manner as may at any time and from time to time be directed by the Northern Village of Denare Beach.

(b) The Permittee will not, at any time during the said term permit no act, matter or thing whatsoever, that is or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers of the adjoining or neighboring lands.

(c) The Permittee will not during the said term or after the expiration or sooner determination thereof remove any buildings from the said land without written consent of the Northern Village of Denare Beach.

5. The Permittee will pay all charges, taxes, rates and assessments whatsoever that may at any time be charged upon or against or become payable in respect of the said land.

6. The Northern Village of Denare Beach or any person thereupon authorized by the Northern Village of Denare Beach may at any time during the said term enter upon the said land and inspect and examine the condition thereof and the Permittee will furnish to the Northern Village of Denare Beach or to such authorized person any additional information that may be required in order to enable the Northern Village of Denare Beach whether the said land is being used in a proper manner.

7. In addition to the covenants, conditions, stipulations and provisions herein expressed or implied this permit shall be subject to all the applicable provisions of the Provincial Lands Act, the Parks Act, the Fire Prevention Act, the Forest Act, The Prairie and Forest Fires Act, the Public Health Act, The Wildfire Act, the Water Power Act, The Water Corporation Act, The Water Users Act, The Department of the Environment Act, The Mineral Resources Act, and the Power Corporation Act, all of Saskatchewan, and to all applicable provisions of the laws, bylaws, rules, regulations and orders relating to Village planning and sanitation, and the Permittee does hereby covenant and agree to observe, perform, and abide by all such provisions.

8. If the said land or any part thereof is at any time required in connection with any work or works to be constructed under the Water Corporation Act, The Water Power Act, The Water Users Act or The Irrigation Districts Act, or for airplane landing fields or for beacons or for any public purpose, the Northern Village of Denare Beach may cancel this lease or withdraw any portion of the said land, from the operation of this permit on thirty days' notice in writing to the Permittee.

9. The Permittee shall not sell, assign or transfer his rights or sublet the land or any of his rights or privileges of the Permittee covered by this lease without the consent in writing of the Northern Village of Denare Beach. Any sale, assignment or transfer made (with consent) shall be registered with the Northern Village of Denare Beach.

10. In the event of the Permittee's failing to pay the said permit rental or any consideration when due, whether formally demanded or not, or failing to observe or perform any of the covenants, conditions, stipulations, or provisions by him herein agreed to be observed or performed, or failing to comply with the provisions and conditions of the regulations, laws, bylaws, rules and orders to which this permit is subject, or any of them, or in case it is used for any other purpose than that for which it was permitted, or in the case it is used by any person or persons other than the Permittee and his family, the Issuer may cancel this permit after having given the Permittee one month's notice of his intention to do so; and upon such termination all improvements on the land shall become the property of the Northern Village of Denare Beach unless they are removed within six months provided nevertheless that in case of such cancellation the Permittee shall continue to be liable to pay, and the Issuer shall have the same remedies for the recovery of, any rent then due or accruing due as if this permit had not been cancelled but remained in full force and effect.

11. The Permittee agrees that the Issuer shall not be liable to the Permittee or any other person for any Claim, demand, damages, or rights or causes of action, whatsoever, arising out of or incidental to, or in any manner connect with, or directly or indirectly caused by this Permit, or caused by or resulting from or incidental to the use or occupancy of the said land and the

Permittee further agrees and obligates himself to keep harmless and to indemnify the Issuer against any and all claims, liabilities, demands, damages, rights or causes of action whatever made or asserted by anyone arising out of or incidental to this Permit or use or occupancy of said land.

12. No waiver on behalf of the Issuer of a breach of any covenant, conditions, stipulation or provision herein contained shall be made to be binding upon him unless the same be expressed in writing under his authority and any waiver so expressed shall extend and apply only to the particular breach so waived and shall not limit or affect his rights with respect to any other or future breach.

13. No implied covenant or liability on the part of the Issuer shall be deemed to be created by the use of the word "permit" or by any other word in this permit.

14. Any notice, demand or other communication required to be given to the Permittee under this permit or which the Issuer may desire to give or to serve upon the Permittee may be effectually and sufficiently given or served if addressed and mailed to the Permittee at the address before stated.

15. Wherever the singular or the masculine is used in this Permit the same shall be construed as meaning the plural or the feminine or the neuter where the context so requires.

IN WITNESS WHEREOF the Northern Village of Denare Beach or authorized agent has hereunto set his hand on behalf of the Issuer, and the Permittee has hereunto set his hand.

SIGNED BY,

Administrator/Assistant Administrator

On _____, 20_____.

Witness

Lessee

Witness

Lessee

Form C

Transfer of Dock/Boathouse Ownership

Northern Village of Denare Beach

On the _____ day of _____, 20____

The following structure

___ Dock

___ Boathouse

Situated at

And previously owned by _____
of _____.

Has been transferred to _____ of
_____.

Thereby transferring ownership.

We the undersigned acknowledge this transfer.

Previous owner's signature

New owners signature

Administrator

New Owners mailing address:

New Owners Contact numbers:

Home: _____

Cell/Alternate: _____