

Port Authority Zoom Mtg

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As mentioned, we are compiling a complete written Q and A which will be the formal record in both official languages, it's not intended to be broadcast as a n audio or video per se.

Attendees are muted and your video is off for the balance of the session ,we have more than 18 (?) people who are joining, and we want to make sure that we use your time as effectively as we can and to do that we are using slido to receive questions which staff will respond to.

When you join slido and I'll explain that in just a moment, you'll notice that it's already populated with six questions.

These are questions that have been sent by a number of you today and although, one of those has been rephrased due to the character limit,

and so if you are one of those people who have submitted those, you may recognize them.

Using slido is easy and , if we just make another click there, you should be able to see the QR code /so you can scan that QR code and you will be able to use your smartphone.You can also go to [slido.com](https://www.slido.com) on your computer you will then enter Rec docs as the participant code.

That's all one word capital, r e c d o c k s

- you can submit questions at any time as we progress through the evening and we will answer them during the Q and A session.

You can submit your questions anonymously or you can use your name, whichever you prefer to ensure that everyone gets the most out of tonight's session.

We do have a couple of quick quick requests if you have a question, please check to see the list so that if it's already been asked, instead of asking it again

- you can like it, or promote it, and that way it'll bring it up closer to the top and we'll deal with the questions primarily in order of priority. If you are not a recreational dock licensee, we just ask that you please consider not asking a question this session.

This is specifically scheduled for those to address those questions and concerns that licensees have, please understand that in the interests of addressing all of the questions in the time that we have, we may group similar questions to address kind of similar themes at the same time ,and if you think we haven't fully answered your question, you can ask a clarification question.We'll do our best to address those as soon as possible and if we don't have time to address all of the questions tonight, we will do so as soon as possible by the website as I mentioned before. If you have registered for the session,

we'll also be able to let you know when that summary is available.

I'd like to now introduce our panelists.

We have two folks here from the Port Authority who will be responding to your questions; our first is Jennifer Natland ,who is the Vice President of Real Estate and we also have Brian Chow, who is the manager of real estate. There are also a few others in the background who will support Jennifer, Brian, and me to deliver the session as effectively as possible and our goal is to address all of the questions and concerns in a manner that gives you clarity and confidence about your license. I do thank everyone in the background in advance and I thank you for your patience and cooperation throughout the session

I'm now going to hand things over to Jennifer who will first go through those few questions that

I mentioned that came in earlier today, and then she'll continue with the brief presentation and then hand things over to Brian, before we go into more questions. Jennifer over to you. Fantastic, thank you Pam, I'm Jennifer Natlin, Vice President of real estate for the Port Authority. I am very happy that everyone was able to join us this evening.

Before I provide some background to our dock licenses, I wanted to first address a number of issues about the license right at the start, just to correct and address some confusion about the requirements and this way you might get the answers to some of your questions right away. So I'll start off by saying that we have heard your concerns. We've had multiple correspondents with folks and conversations and we've heard the concerns that we have made some a couple of changes to our standard license agreement specifically related to our termination and environmental clauses. We're going to just start with those.

On the slide here, you're seeing the concern we heard that the Port Authority can cancel your license with 30 days notice without cause.

Under the license that we began to roll out in 2020, either party could cancel the license with 30 days notice. We heard your concern and going forward, all licenses that we issue, will state that unless we are required to comply with any other applicable law, regulation or legal requirement, we will only be able to terminate for purposes of fulfilling the Ports Mandate under the Canada Marine Act, and by providing 15 months notice.

Another concern that we heard is that the licensee is responsible for environmental cleanup including from commercial vessels; going forward, the licenses that are issued will state that you are only responsible for your own contamination

that you have caused or your invited visitors' caused. That was always the intent of the agreement, but we recognize that the way it was stated wasn't clear and so we've made changes to the language to be very clear on that.

Another concern that we heard was that licenses only last to 2040 and we wanted to let you know that you can apply for a new license in 2040.

Another concern we heard was encroachments must be removed now, or after 2040, and the fact is, that the previous licenses did not authorize encroachments and were only intended to deal with recreational docks.

The language around encroachments and the new license is largely unchanged from our previous agreement. While the updated license itself does not authorize encroachments, it does not require the licensee to remove those encroachments unless expressly directed by the port authority.

To date, the Port Authority has not required a waterfront owner to remove an encroachment and currently has no plans to address existing encroachments on a large scale.

Another concern that we've heard is that boat houses and rail systems need to be removed prior to the sale of the Upland property. The boathouses and rail systems are cases specific and if you have either of these structures, please contact us to discuss your specific situation. The port is not seeking to alter your current arrangement.

Another concern we heard was of

no transferability of the license if you sell your home. The fact is that the license is transferable should you sell your home. The license specifically sets out the process of assigning or transferring your license.

I want to provide just a bit of context about the Port Authority's roles and responsibilities regarding recreational docks before we go into more detail on some of these topics and others that

we just covered.

The Vancouver Fraser Port Authority is the federal agency who is responsible for the shared stewardship of the lands and waters that make up the Port of Vancouver. We operate in accordance with and carry out a variety of duties to fulfill our mandate. These duties include developing guidelines, designing criteria and environmental requirements for existing and new recreational docks within our navigational jurisdiction. You can see that on the map on the slide that is highlighted in dark blue.

We are also overseeing the licensing of approximately 500 recreational docks along Burrard Inlet, Indian Arm and Port Moody. For context, here's an overview of the Port Authority's recreational dock program over the years. Our recreational dock licensing agreement was first launched in 1993 to replace licenses issued by the National Harbor Board, which no longer exists. The moratorium on issuing new dock licenses was put in place in 2008. We did this so we could develop new guidelines for the environmental review process and this took some time.

In 2020 we held public engagement sessions about the recreational dock program focusing on those guidelines. We also invited licensed and unlicensed dock owners to participate.

Following this engagement, we lifted the moratorium and began preparing new licenses. New licenses were updated to include changes regarding environmental requirements and also updated to reflect the port Authority's licensing standards, which I'm sure you can all appreciate evolve over time.

So since 1993 our agreements on all fronts have changed quite substantially and incorporate best practice based on our analysis of other regulatory dock licensing programs.

To clarify, the rights and obligations of recreational dock owners are largely unchanged, and the updated license agreement was introduced in 2020 and the rollout of the new licenses will continue until 2024. The updated license change structure communicated in 2020 will only take effect for previously licensed dock owners in 2025

(?). New dock owners have been paying the new license charges since they signed their license. Here is

a bit more context to our recreational dock license agreement before I turn it over to Brian to get into some more details. The updated agreement provides design consistency for property owners and insures recreational docks within our navigational jurisdiction align with our land use plan and our project and environmental review process. I'd like to clarify that the fundamental license requirements haven't changed specifically; all new or existing recreational docks still need to be licensed by the port authority and an environmental review or permit is still required to install a new recreational dock or to remove an existing one.

To conduct maintenance repair or upgrades to existing docks, all permit applications must go through the Port Authority's project and environmental review process.

Now, going to turn it over to Brian Child who's our...

"We intend to implement, based on your feedback, in the past few months, a modernization of the language of the license agreement that had been in place since 1993

Some of that language no longer accurately reflects the port Authority's current licensing practices. Have modernized the overall language of the agreement so that it better aligns with our current standards. We continue to use a 10-year license terms/ the previous licenses were for 10-year terms. During the moratorium licenses were renewed and or extended for two-year periods, which was more work for recreational dock owners and provided recreational dock

k owners with less stability. Now that the moratorium has been lifted, we are once again issuing licenses with 10-year terms. The old licenses did not provide a renewal option but instead gave licensees the ability to apply for a renewal on terms determined by the port authority. In the new license, licensees are entitled to an additional 10-year renewal on the current terms of the license, as long as they have complied with the license agreements over the course of the term. This means in many cases licensees will actually be granted a longer term under this license. This 10 plus 10 year structure provides both licensees and the Port Authority with stability of a long-term agreement and streamlines the license renewal process for all parties.

We updated the Termination Clause.

Port Authority has heard all the licensee concerns about the termination clause.

To address the concerns about termination, we have made some of the changes to clarify when the Port Authority will exercise its termination rights. I'll walk through that in the upcoming slides.

We updated the scope of the recreation.com owners environmental responsibility. The additional environmental clauses are now standard within the Port Authority's jurisdiction and reflect the changes

in environmental stewardship since 1993. Language has been added to include the requirement of a benthic debris assessment where debris is suspected to address concerns around who is responsible for spills. We have made some changes to clarify licensees responsibilities and I'll walk through that in the upcoming slides. We made these original changes to provide stability and streamline renewal process for all parties involved, we also did it to better protect the environments from pollution caused or contributed to, by recreational dock owners and users. We've heard from many of you concerns about encroachments and we have made minor tweaks to language for encroachments. These do not change the purpose or effect of the sections of the license dealing with encroachments. We wanted to take the time now to walk you through some of these small changes and explain parcel A and parcel B. Parcel A is the portion of license area which is land within the

Port Authority's jurisdiction/ parcel B is the parcel portion of license area which is water within the Port Authority's jurisdiction. In the old license parcel A and parcel B were not defined separately in the body of the license agreement but were combined as a total license area. However, they were depicted as two distinct parcel areas in the license plan. In the new license; parcel A and B have been defined separately within the license agreement.

Some things to note- parcel A and B areas are both within the jurisdiction of the port authority. Not all properties with license areas have a parcel A.

Parcel A provides access to the dock located in parcel B, because each licensee's encroachment may be different, it won't be possible to discuss each case this evening

but we encourage anyone after tonight who

has questions specific about their encroachment to contact us at recreationaldocs@portvanco.com

There may be many people here tonight who don't have a license and who have Upland structures that encroach on land within the Port Authority jurisdiction. While you would not have a recreation dock license, you have questions about your specific encroachment or potential encroachment, we welcome you to contact us as well.

One of the concerns that we've heard is if Dock owners are responsible for the removal of encroachments. The answer to that is, only if required by the port authority.

Since the inception of a recreational dock program in 1993, it has not permitted licensees to build other structures within the license area. We mentioned earlier that minor language updates have been made to a license agreement, including to the encroaching section, but the purpose and intent of the section has not changed. The wording ensures that licensees are aware that the license does not extend to encroachments and that they may be required to enter into an agreement covering the unauthorized encroachment or remove the encroachment in the future. This wording is largely unchanged and existed in the old license. The license itself allows for installation and use of the dock within the license area. If a licensee decides to give up their license and remove their dock, the removal of other non-dock-related encroachments will only be required as directed by the Port Authority. Today the Port Authority has not directed any dock owner to remove an encroachment.

We heard concerns shared by dock owners on term length.

Since we started rolling it out in 2021, three recurring concerns about the agreement were brought to our attention by recreational dock owners including term length, termination, environmental responsibility.

I'll walk you through the changes we plan to implement to the license agreement as a result of the concerns. One concern was -will a license be available after 2040 after the 10-year term plus the 10-

year renewal? The answer is yes/ Recreation dock owners may apply to renew their licenses after the 10-year term plus a 10-year renewal. Termination was another concern.

Can Port Authority terminate our license arbitrarily? The Port Authority will only terminate the license if the license is in default under the license at any time, or if legally required by another governmental decision maker.

Otherwise, we'll provide 15 months notice.

Environmental- so the concern is that dock owners are responsible for the cleanup and removal of all spills and contamination. Language has been added to the spills clause to clarify that licensees are only responsible for the remediation of spills and contamination caused by the licensee or the licensee's invitees; they are not responsible for cleanup of spills caused by others.

Also, concern was dock owners must undertake a benthic to reassess and then undertake a cleanup of their license area. This Clause will only be triggered if contamination from dumping pollutants is suspected. Another concern is should dock owners clean up debris?

The Port Authority does not remove debris from license areas such as the zones occupied by recreational docks, the beach, or the intertidal zone. Licensees are therefore responsible for the removal of debris in proximity to their recreational docks.

I'll pass it back to Pam."

Thanks so much Brian and Jennifer. You can go to [slido.com](https://www.slido.com) on your computer, the participant code is... I noted earlier we'll primarily address the questions in order of priority based on those upvoted questions.

Please do remember to scan the submitted questions in order to avoid duplicates.

QUESTIONS:

The first question that I'll read and I know you spoke to this Brian, but it is the first question that's been asked by a lot of people. What is the plan after 2040?

Why not just allow automatic extension terms after 2040?

To that end, in 2040 will existing structures be removed?

There really is no plan for after 2040. We would expect today that we would be accepting applications for new licenses for our license renewal at that time.

However we can't presuppose what the situation and what the legal and regulatory environment will be in 2040. That is a big part of the reason why we actually have termination clauses in the agreements. Things change over time, the world changes; the context that we're operating in within changes,

and so we would expect, given our circumstances today, that in 2040 that we would continue to have a recreational dock program, and that we would continue to accept licenses or applications for new licenses and license renewals. Jennifer, just as part of that it was in that place if someone is renewing or applying again in 2040, would they be required to remove all the structures at the end of that term? Yeah, so a renewal at the end of a term typically does not require a removal of structure; we do

or we may do a conditional assessment of the structure at the time to ensure it's still in good good standing literally and physically. If it was deemed to be unsafe then that could be a condition and when it would be required to be removed, but it's not the renewal of a license that would trigger that that could happen. That would be an ongoing issue - that's a requirement of the license to maintain your your facility in good condition.

Thank you so much. The next question presupposes that people are expecting that there is land that you're taking, so I'll I'll put that context first. Will homeowners be reimbursed for the constructive expropriation of the waterfront property? I'll respond to that and maybe clarify some of the confusion about people being concerned about expropriation. I'm not quite clear about this question because there's nothing within the license agreement that would, or in the Canada Marine Act for that matter, that would enable us to expropriate waterfront property. There certainly are no plans for us to do so. I think we'd have to ask The Inquirer to provide a bit more clarity on this question. So if that's you, we'll dismiss that question. If there is someone who opposed, that would like to ask a clarification, that would be great. We'll make sure we address it. The the next two are actually similar so I'm gonna maybe group them together. The comment is that we deserve to be part of the process when considering changes about our shared interests and property.

Why didn't you engage us before sending the licenses and then, second, why not pause this process for say another 24 months, to do that engagement and maybe come up with something different? Jennifer, if you could maybe deal and comment

with the engagement that had been done, and then respond about whether or not you'd be willing to postpone anything? As Brian had discussed earlier, we actually did start engaging really on the recreational dock program in 2020, there were a number of information sessions and engagement activities related to that. This did result in changes to our recreational dock program and communication that the license would be changing as well and updated. We didn't talk about or we didn't engage on the specific terms of the license agreement, and that's quite typical in an agreement of this nature. The way the agreements have been drafted and the terms that are in there, are really the terms that enable the port authority to be able to provide an opportunity for owners of waterfront property to enjoy a recreational dock, while we also meet all of our other obligations and requirements under the Canada Marine Act. It's a legal form and it's drafted and crafted very carefully to be able to meet all of those needs and interests and so that's why we don't engage in specific terms. Similarly we're not actually negotiating specific terms of the li

censes as well ,because of that very same reason.We also wish to have consistency across all of the agreements that we are issuing as much as we possibly can. I'll just ask Brian if he has anything there that he wishes to add.

The only thing I would add, is you know, when we completed the license, we aligned it with other regulatory bodies,so it's no different than other regulatory bodies in terms of how this license was crafted.We

have met all the laws and and designed it around protecting the environment and everything that we were required to do. Thanks Brian.

We'll move on then to the next question on the list.

I think we've addressed both

in the previous engagement and what you'd be working on going forward.

I'll move on to the next one.

This really seems to be related to water access only - it may be something that's clear to you, so I'll just ask

if we need more clarification?We can do that if the property is considered boat access only.How will we be able to access the property without a dock?

So I'll start, and I think I'll be looking to Brian for some more details

Of course I am aware that there are properties, I believe up the Seneca (?) area , don't have road access. We certainly expect in most cases, unless there's sort of extraordinary circumstances or extenuating circumstances, we would consider an application for a recreational dock and a dock license, but Brian probably has more detailed information. Yes, a dock license can be renewed and there's no restrictions on applying for it, especially with boat access only.As long as the licensee complies with the license, they would have a dock. I'll just sort of preface that as well, by

assuming that all of the guidelines etc. can be met and all the regulatory and legal requirements and any sort of consultation activities were satisfied. Great thanks

The next one is maybe just a further clarification on the same theme, but would the same regulations affect a water access only docks? I'm not sure what regulations are being referred to here, but our dock guidelines and information is on our website.

You'll find all the information there in terms of , whether it's water access only or not. Brian - in case there's any specific things you can think of that might differ? No.

I want clarity and what other regulations say around why fees have unilaterally increased?

It seems this person says it's been a hundred percent and there's no consideration or consultation with fixed income residents . This is also the follow-up question.

What are the services or what are those fees paying for?

Let's deal with both of those at the same time.

I'll start again, so are fees (need Brian to fill in how long they remain the same - but it was essentially 100 a year for a long time/ for decades).

We were not sustainable in terms of covering all

or even just covering costs at the Port Authority to administer the program. The new fees we feel reflect and are more in line with today's circumstances

and enable us to maintain a recreational dock program going forward.For example, all the staff that you see here tonight and

those that are behind the scenes that you don't see, spend a lot of time putting this session together and have done a lot of work over the last several years getting the licenses updated and t

the dock program updated. That's what the fees are going for .It's going for all of the work that we need to do to be actually able to offer a recreational dock program.

There

will be some services that you might not see such as; studies of the marine environment. We funded studies on,for example, cumulative impacts of Dock construction to understand better where docks can be located.

We've done studies on the Environmental Quality in certain areas, for example, so those are services in a sense that enable us to be able to offer the program.We have a patrol - so you may actually may see our Port Authority vessel, particularly in the summer months out and about. We'll go and do a bit of a tour around and take photos of existing docks and and we're essentially monitoring and ensuring that there's docks still in good standing and all of that sort of thing. So there's a lot of work behind the scenes and actually out on the water that go into us being able to offer a recreational dock program.

Thanks and I did notice there was one about wake reducing patrol services -

is that one of the things that's part of the services? Or is that something different? How does (unclear next sentence). I don't have that information.

It sounds like a technical sort of marine operations question that I don't have the answer to.

In terms of wake zone enforcement, we can take that away and get an answer to that.

Great ,thanks Jennifer.The next question we have, is actually about unlicensed stockholders- so is there an update on the time frame for unlicensed stockholders to become licensed? The process for this person, in particular,

started a number of years ago and they're concerned there is no movement.

Perhaps you could address that comment, sure, and actually I'm going to turn that one right over to Brian, because I don't know the answer. So the unlicensed dock, if you registered with us a process similar with the other registered previous owners.We will be issuing the licenses between now and 2024 ,so it's still just in process but don't worry ,your your name is registered and you will be there if you have registered. There's just been a number of different delays that that have caused the the slow work that is needed to issue the license right away. Thanks Brian.So back to the question about a license being transferred or assigned?

This person is asking, is there anything that would make a license non-transferable or renewable? I know that's a bit of a hypothetical question

but, I wondered if there's any examples or or something that you might be able to point to?

'll start off and then Brian can correct me if I'm I'm getting it wrong -

but ,. could see a situation if the licensee was not in good standing, we would not be agreeable to a transfer

and we'd want to see that license be brought up into good standing before agreeing to transfer it, A renewable, similarly.

If the licensee was not in good standing , and then as I mentioned earlier ,sort of at the top of the session ,that we just can't foresee what the circumstances and what the regulatory body and what the environmental concerns ,and what the difference will be in our operating context, in 10 years, 20 years, 30 years down the road.So there very well could be new regulations that would make us not able to to renew a license that we just don't anticipate,so we can't preclude that as a possibility, and so we need to to retain the option for in the future. We must be able to make those decisions at that time given the context at that time.

Great, okay ;the next question is specifically asking about section seven of the the United Nations declaration regarding indigenous rights. The question is,will First Nations licensees be subject to the same terms contained in the new license agreement?Yes, the licenses are the the same form for all licensees; if there's something specific there that the The Inquirer would like us to be considering, we invite you to get in contact with us and and let us know what the specific circumstances are that that you wish to discuss. Great, thanks, and I know we have that contact information at the at the end of the presentation tonight.

We're going back to parcel

A and parcel B, so I'll I'll start with, oh actually, now we've moved on/so this is a slide in action.

Question, can you explain why certain native bands are indicating that they are in negotiations with the port to take over Waterfront licenses in 2040?

I'm not sure that's something you can respond to today. I'll turn it over to you Jennifer, and certainly I can't speak on behalf of any other entity and I'm not entirely certain what the background is to this question, however, what I can say is that

when we consider applications for new Dock development, we are often consulting with First Nations and so we do have ongoing and active conversations with First Nations about interests and concerns about new dock development in in the port's jurisdiction. Those are ongoing conversations and I'll leave it there. Great, okay, thanks.

If that Inquirer has further question by all means please ask another question.

In the next question we are back to the parcel a parcel b-

so is there any possibility of purchasing parcel A or parcel B from us? We're not actually the owners of parcel A and parcel B. We are the caretakers of parcel A and parcel B

on behalf of the federal government and so, no, we are not at Liberty to sell federal public land or water, so that's not an option for license holders. The next question is, can you clarify the difference between the

recreational use and business use of a dock? I know I did see another question sort of further down, such as, could a yacht club come and set up a a dock right beside me; and

so what's the difference between recreational and commercial? The difference between recreational use and business use and how we would consider it would be that commercial uses are uses that an entity is operating to operate a business

and has commercial activity happening. That would be a very different form of license agreement and it would be a different form and

it would be different rates. There would be lots of differences between the the licenses. I don't know if that's really the question that people are asking, so that one might need a bit more clarification as well. Great, thanks.

The next question is actually a comment from someone - thanking

us for hosting the session and providing some transparency. I know on behalf of the team we're really pleased to be here and we appreciate people sharing your comments, positive comments. Thank you

The next one, is is a stamped engineered drawing required for DOCK construction. Brian, do you know the answer to this?

This is not really a licensing question, this is a permitting question, so when we get have an application or a new recreational dock development, the application will require a package of information to be able to review and and make a decision on whether or not to approve that new Dock. It wouldn't be atypical and it might be always required, although I'm not sure, for stamped en

engineering drawings to be provided. The rationale is that we need to ensure we have an obligation that the new construction happening in water is safe, that it's being designed and built to be able to accommodate people walking on it, etc. We won't get the accurate answer to this in the Q and A, but I think it's probably so, that if you're being told, you need a stamped engineer drawing for your recreational dock application.

Next, so then, this person is saying, I know I'm responsible for pulling out logs in proximity to my dock. What kind of thing does debris mean? I might turn this one over to Brian, but before I do, I would just suggest that debris can be both human-made or natural occurring. There are logs, trees, other large floating objects, that are common on the coast. The Port Authority does not move debris from licensed areas, such as the zones occupied by recreational docks, the beach, or the intertidal zone. Licensees are responsible for the removal in proximity to their recreational docks. Typically it's your dock - you might want to keep it clean and if there is something that's interfering with that dock you'd probably take the advantage of removing it. Great, thank you.

The next one is actually about the slides and will the slides be shared with the participants? Jennifer, maybe also in that response, refer to the Q and A and the process for when things are going to get posted. We have already created a Q and A document but we'll be updating it based on the themes and questions that we're hearing from tonight. We will get that posted in English and then French. Pam had mentioned this earlier and

it will be posted to our website. This is asking specifically about the slides tonight. I can imagine there are some slides here that would be helpful for folks and I think some of the graphics and images that you saw were actually pulled from materials that are already on our website.

So we weren't planning on posting the actual slides but from the Q and A and that will cover a lot of the information that was in the slides. I don't have an exact timing for that because we want to go through and make sure we're answering everything thoroughly, but do look for that in the coming weeks. I think we also said that if you've registered, you'll get notified when it's available.

We have two again about the prices or the license fees and maybe these are clarifications to the earlier questions so I'll ask them both. Please tell me why you're proposing higher increases for Port Moody as opposed to North Vancouver? It says 500 versus 2000 -

that you would know better than me. Then are you funded by the federal government? If so, why does it cost 2000 in Vancouver but less than 150 in the rest of Canada? I think that's related to the third question. It seems that these fees are higher than other places in Canada so perhaps other people have done some research, and Jennifer, maybe you could address all three? I can start and then I'll probably have to turn it over to Brian around the difference between Port Moody and North Vancouver. In terms of how we set our fees. I want to just sort of point out we're actually not funded by the federal government - we are a financially self-sufficient entity created under the Canada Marine Act with the responsibility to manage these federal lands on behalf of the federal government. We are actually financially self-sufficient so we are not actually funded by the federal government and in fact under

our Canada Marine

Act, we have a mandate to charge Market rent and Market fees through all of our agreements. So the funds that you're paying actually go in... we are not a public agency but we are a self-sufficient corporation and so I can't speak to the fees in the rest of Canada. I mentioned earlier that the fees that we are charging for licenses enables us to provide the recreational dock program /just to add to that ,sorry , we updated the fee structures for the three distinctives fee zones based primarily on water and access points.The zone system reflects the fact that the water property values vary across the port jurisdictions.So in the Burrard Inlet with road access, that's our Zone - that's two thousand dollars per year.In zone two, which is District of North Vancouver rural lots , waterlands(?) Sunshine Coast,that's twelve hundred dollars a year.Then in our zone three, Indian Arm, water access only,no land access, including the South End Woodlands bridge to North to Camp, Camp Audi cosico(?), that was six hundred dollars.That's the fee structure. It's based off of access and property value and just the way the the area is broken up.

This was all done and the cost was determined in 2019 .The Port Authority requested and did a third party appraisal for the valuation market price for the private water Lots.That's how this whole fee structure was was partly determined .Thanks, Brian .I know we have a lot of questions about fees so hopefully that response has dealt with about four of them. If you feel that that hasn't quite answered it, you can always ask another question. I'm going down to the one about the loss of a waterfront license and how

it will affect the value of the adjacent waterfront property.

Will homeowners be compensated for that loss of value?

Maybe you could speak to again what would cause a license to to not be renewed ?Then we'll respond to the question as written.

Why don't we start with what could cause a

loss and so this is assuming that there's going to be a loss of a license at some point , and so I'll go back to what I had said earlier in terms of what may cause us not to be able to renew agree renew an existing agreement.That would be, there could be a number of things that I can't even imagine today as we look forward to 10/ 20 years.But one factor could be if the licensee is in good standing,if the licensee is not in good standing, then that could be a reason why we would not renew the license. Then the dock

would have to be removed and I guess that would be the loss that would be referred to here.

So we would not be compensating at that point, no certainly not, the value of it and the value of the adjacent waterfront property. I want to be clear that

within the recreational dock program that we are providing and offering,

it is not intended to increase your property value; it is intended to be able to provide waterfront homeowners the enjoyment of a recreational dock .Recall that these are federal lands ,essentially public lands, and so the the use of these waters requires a license and if

the owner of the upland property is not able to meet the requirements of the license, then it would simply not be issued, and there would be no sort of compensation offered at that point .Thanks Jennifer, I'm just going to do a quick time check to let people know we're we're at 7 24 and uh we still have about 16 questions in the queue. I spoke with Jennifer earlier and and given that sort of content, so please do have a look at what's here and see if there's anything that is important to you and, if there's not, you can add another question.

We'll go for probably about another 15 minutes if we need to. So I'll go to the next question at the top of the screen

Does the Port Authority consider Aboriginal land claims, indigenous claims, as an authority that could cause the cancellation of a license?...there's a couple of questions here regarding indigenous interests and rights and I think I'm not gonna actually wade into this topic because it's Aboriginal land claims. It is not really the subject of today tonight's session and it's beyond my level of expertise. What I can say, is that we are the caretakers of the federal land and so these are federal public lands. What Canada may decide to do with plans in the future is Canada's decision, so I don't have an answer for that question. Great, I think that was an answer. We'll just move on to the next one, which is why, and I know we've answered this before, but it looks like there's a bit of a confusion needing clarification -

so why do we have to apply in 2040? Correct me if I'm wrong, but currently we do not have to re-apply, so again, it might be just worth clarifying what happened before the moratorium and what is the term now? Brian, I'm going to turn this one to you. So before the moratorium happened, we had issued a 10-year license, so there was still a requirement to reapply should they want to continue a license. During the moratorium we issued two-year licenses to continue on until the moratorium was completed. At that point, it would still need a requirement to apply. That requirement to apply could have been just a phone call to us to say I want to reapply and reissue the license, and that's all we would have done in the application. The need to reapply always is there, even for the renewal currently of the new license. If you want to renew, we would need to know whether you want to renew or not. We won't automatically renew it. Thanks, Brian.

The next question is, are these licenses being imposed on any other federally regulated docks or waterfront properties anywhere in the country and if not, why in the Lower Mainland? Jennifer - I think you were clear about why in the Lower Mainland.

Are you aware about other places in Canada? I'll probably turn this one over to Brian because when we did our research, we looked at other jurisdictions and Brian can probably speak more to that than I can. So (our) these licenses specifically are to the Vancouver Port Authority and are regulated. Other docks may have a similar license but the language may be different. If it's mandated by the federal government to manage it, there will be a license need and they would have one available across the country and similarly here in the province. I'll just add to that, that so the license form we created, it's specific where we are. It would be an amazing coincidence if any other Federal jurisdiction was using the exact same form, but we could expect that they would have similar terms and conditions to meet. Great.

The next one is, and I know Jennifer and I'm quite sure you've answered this one before, but I'll just see if there's anything else you want to add?

Is it your plan to turn over jurisdiction of licenses after 2040 to another jurisdiction? I have no such plans at this point

- I think this is a quite a specific question around folks who maybe have already signed the new license, and for anyone who renewed in 2021 under fear of losing their license. Would their agreement be amended with this new language? You were speaking about this specifically today, so, yes, and I think Brian had mentioned earlier that we've issued I think about 150 licenses under the form that came out in 2021. If any of those fo

lks that have been issued a license would like to update to the new form, we'll be using going forward ,that has a couple of minor changes to them, can you please submit a request?

Please be patient with us, as we mentioned earlier, there's over 500 agreements in total and we're working through them in in (?)tranches and so that would require going back and sort of stepping forward. I think we probably could do that when we can, in good time, and there would be some fees associated with that too, for registering a new document on title of the property. Brian, anything I missed? or that you want to add? Nope, you captured everything. Thank you. Next one goes back to the how the license fees are established and I might have to think how the question is worded.

Anyway, I'll say that if the license is not supposed to increase our property value,then why do you base your fees on the value it provides? I think maybe the person is meaning why do you base it on property values if it's not supposed to increase property values?

Right ,yeah, and so the the market value is one consideration when we were looking at our fees but it's not the entire consideration .The purpose and reason for the the fees as they are there is to ensure that we are able to provide a recreational dock program .This is so that we can offer this opportunity in a way that is sustainable going forward and so it's resourced appropriately, As I mentioned before, we hadn't changed fees in decades - Brian, correct me if I'm wrong, but it was ,I think, at least 20 years before we had changed a fee . So while the fee increase looks substantial from one to the next,and ,its a substantial increase ,but recognize that it had been the same fee for decades.We were essentially operating the program at a loss ,and so now we're we're confident and comfortable th at we're operating the program in a sustainable manner.

This will enable us to be able to provide this opportunity into the future,through the licenses, to assist with long-term cleanup of pollution in the port area .This question might require a bit more clarification. If there is a clean up of pollution (f there is new contamination in our jurisdiction)and we weren't able to find the source of, and we needed to clean it up ourselves potentially .That's a hypothetical.

Another question about parcel A - so if I have to remove parcel A, although I remember you said you're not asking people to remove parcel A, but if I have to remove parcel A ,my home would be compromised and unsafe .How can I protect my property from this possibility ?Again, maybe you could speak to encroachments in parcel A? Brian has mentioned and we've indicated parcel

A on the license, for ease of reference, but the license itself is not requiring anyone to remove existing unauthorized encroachments and it hasn't been our practice to require removal of existing unauthorized encroachments.There's currently no plans to do that. I believe that this next one has already been answered, as part of your more comprehensive questions around the licensing, so I will just ask if

the fee structure for licensing is based on access and property value, and why is a more expensive property charged more to access the federal lands and waters? I feel like you've answered that, but I just want to make sure if you think there's more to say, let me know. I can jump in here and

I can explain a little bit how we actually determined the the license fees and the tiers that kind o

f came up. So in 2019, the port asked for and completed a third party appraisal valuation to determine what the market pricing for a private moorage water Lot (in 10) years would be. The appraisal kind of compared current market values for water lots, 10 years, you know across Canada and the US. The appraisal also considered the current available Market information and private Mooring rental approaches within other jurisdictions. So based off of all that research,,the three distinct zones ,of the market influence along our Inlet, were identified. It was primarily based on water/ land access points. The corresponding revised license charge is just based on the assessed water value per lot in each Zone.

If I'm looking at commercial licenses , we also base it off fair market value..., I'm gonna see we've got about seven minutes left, so I'm gonna see if we can get through all of the remaining questions, but we will end at 7:45. Is there a difference between how the Port Authority treats properties that can only be accessed by water, compared to those with Road access? Not so much the fee itself, but is there

a different way in which those properties are actually treated? I guess it's the applications, but I don't think so. Brian, I'll turn that over to you.

I'm not sure if they're trying to ask for something else- but we wouldn't treat them any differently. The license would be the same and the agreement would be the same.

Great thanks, we've got two that are related.

Inquirer thinks that the administrative costs to start and implement this new system are too high, but after those licenses are issued

would the fees in future license renewals be reduced or would they be reflective of the fact that you know it's intended to be cost recovery?

Would that cost recovery somehow be less and what are you doing to reduce the costs of providing this program?

There's sort of a lot in here and what I guess with these questions is clearly about cost of the license fee. We can certainly, I think, provide a more fulsome answer. We did a very thorough assessment of our costs to administer the program with the market and reasonable market rates, and what would be reasonable for the various situations as Brian has outlined water access versus other other forms, and landed on the license fees that we did to ensure that we have a program that is sustainable going forward. Some of the types of administrative costs are... yes, right now, high as we have a bump, as we go through these 500 agreements. In terms of activity we're actually taking about those 500

- I think this is something Brian spoke to earlier. We started in 2021 and we're actually not going to be done to 2024. We've tried to spread that additional effort out over a number of years so we didn't have to, for example, hire new staff for a short period of time to issue the 500 agreements. We've spread that administrative activity out to try to keep the level of effort more consistent. Other things that you wouldn't know behind the scenes, or you would recognize if you if you do go to sell your home, and this question came up earlier. Can you assign transferring?

We know that's an important service for folks and we know that when you sell your home, the new buyer wants to take on the license. That could be a very important and you want to be able to have that done in a timely manner and so those are things that we have staff here to ensure that when you put in those requests to transfer a license, that we've got people to

do that work for you. There's a number of administrative costs that are happening during this rollout period, and we're looking forward to the day when things more more stabilized. We

have 30 years we've been administering this program,, so we have a good sense in terms of the level of activity it will take to sustain this. We're quite confident that the fees we've set will allow us to do that .Okay thanks. Jennifer, the next question we have .. I think you've answered this one before, about how does a property value affect the rate that you charge for fees? isn't a dock a dock? I think you've covered that one, but again I'll just give you an opportunity .I'm seeing you nod,perfect.

I'll take the next two at the same time

- so are the license requirements for Community docks going to differ from recreational docks? Someone asked about business, now they're asking about Community?Is there actually a building code for Dock Construction(Community dock)? I'll let Brian speak to requirements.

So there are some shared docks

that can be licensed and those shared costs are identified in our fee structure .The licensing would be similar, it wouldn't be any different from what the requirements are now. Brian's referring to shared docks among residents or for multiple

. I was referring earlier, to like a public a community dock that maybe we've got an agreement with with a local municipality who operates a public access dock. That would be a different form of dock, a different form of of agreement as you can appreciate. There's all sorts of different considerations and risks that go with a publicly accessible dock,

versus a private recreational dock. I have just taken that we have one minute left, and I've taken a quick look through the remaining questions.

They primarily seem like very specific clarifications on a response you've already provided. A person just wants to say thank you for the new changes .This person is actually going to review their contract or their license and and send some further thoughts

- so with that, I might just say any of the questions that we didn't answer and there's only a few left , we'll make sure that those are part of the formal q and a and I'm going to suggest that we go back to the final slide so we can share with people how they can get in touch with the Port Authority.

If they do have further questions after tonight, we'll just switch to that.

Thank you so much. I really do appreciate your attention and all of your questions .We do hope you found this useful and informative and that we were able to address at least the great majority of your questions. I appreciate there's a few clarifications that will be included in the written document .Those will be posted to the website with the question and the response. The information about how to find that is available on your screen .If there is any new questions that did not get asked tonight, you are welcome to send an email. The email address is provided on the screen/ recreational docs@ portvancouver.com

You can expect those things to be posted on the website in the coming weeks, but as I mentioned earlier , the Port Authority will let you know.