

MUNICIPAL ACCESS USER AGREEMENT

(as per the By-law to regulate Public Parks No. 12-096)

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

hereinafter called the "Township"

- and -

hereinafter called the "User"

WHEREAS:

- (a) The Township is the owner of, or has jurisdiction over, the land and structures situated at the location set out in Schedule "A" to this Agreement;
- (b) The User wishes to use the said land and structures for access activity purposes and the Township has granted its permission by Council resolution;
- (c) The persons signing this Agreement on behalf of the Township have been authorized to do so by by-law, and the persons signing on behalf of the User have authority to bind the User;
- (d) This Agreement does not affect or supersede any requirement that the User obtain a license or permit for its operations, whether required by statute, regulation, order, code or municipal by-law;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenant set out below, the parties agree as follows:

1. In this Agreement, the term "Marine Facility" includes a dock, wharf, or other shoreline structure, and a water lot or other normally flooded parcel of land, of which the Township is the owner, lessee or licensee, or over which the Township has jurisdiction, and which is designated as a park pursuant to the current Parks By-law. The term "access activity" means the use of a Marine Facility as part of the process of testing/trial/training/use of vessels or water equipment, transshipping

goods, wares, merchandise, construction materials, or any other materials:

- (a) In the course of the operation of any business, whether that business is engaged in buying and selling, the supply of services, manufacturing, assembling, construction, warehousing, transportation, or other activities for which the person engaged in the activity expects to be compensated, or
 - (b) In the course of construction or demolition as defined in the Ontario Building Code Act.
2. The Township agrees that the User may engage in access activity at each Marine Facility described in Schedule "A" on the terms set out in this Agreement, during the term of the Agreement.
3. The term of this Agreement is until the happening of the first of the following events:
 - (a) The Township has enacted a by-law regulating the use of access activities at a Marine Facility specified in Schedule "A";
 - (b) The Township has notified the User in writing of termination of this Agreement by prepaid express mail forwarded to the address given by the User at the end of this Agreement and thirty days has passed since the giving of such notice.
 - (c) The activities of the User have breached the terms of this Agreement, the Township has so advised the User in writing by prepaid express mail forwarded to the said address, and seven days have passed since the forwarding of that notice.
 - (d) Twelve months have elapsed since the date of signing this Agreement.
 - (e) The User has notified the Township in writing of termination of this Agreement by prepaid express mail or personal delivery to the address given for the Township at the end of this Agreement.
4. The User shall not engage in any access activities on the Marine Facility described in Schedule "A", nor on land owned by the Township immediately adjacent to such Marine Facility, nor by attachment of a boat, barge, raft or other vessel to such Marine Facility, except in accordance with the terms of this Agreement.
5. Access activities shall only take place:
 - (a) Between the hours of 7:00 AM to 7:00 PM on Monday through Thursday excluding the months of July and August and if any

such day of the week is a statutory holiday no User access activity shall take place on that holiday;

- (b) Between the hours of 7:00 AM to 5:00 PM on Monday through Thursday for the months of July and August and if any such day of the week is a statutory holiday no User access activity shall take place on that holiday;
 - (c) Between the hours of 7:00 AM to 4:00 PM on Friday and if any such day of the week is a statutory holiday no User access activity shall take place on that holiday;
 - (d) No access is permitted at Dwight Beach dock and boat ramp for the months of July and August; and
 - (e) In the event of an emergency, the User may contact the assigned Township contact person in this Agreement and notify said person of the details of the emergency and request verbal consent from the contact person to take action which would normally contravene this Agreement. If such consent is given, that action can be taken.
6. No vessel involved in the User's access activities shall be moored or attached to a structure in the Marine Facility, unless it is in the process of being loaded or unloaded. No such vessel shall be left unattended and no such vessel shall be moored or attached to a structure in the Marine Facility outside the permitted hours of access activity described above. The User acknowledges the right of the general public to make use of the Marine Facility and will limit the User's use of the structure only to times of active unloading and loading.
7. The User will not park any commercial vehicle for extended periods of time or overnight nor store any goods, wares, merchandise, material, equipment or any other item on the Marine Facility, or on any municipal property adjacent to the Marine Facility except to the extent and in accordance with Schedule "B" and such item(s) will be clearly identified with a Township provided decal(s) or placard(s). If the Township finds such items in such location in violation of this agreement, the User hereby authorizes the Township to remove and dispose of those items, and the User shall indemnify the Township from any and all costs it may incur in disposing of those items, payable on receipt of written demand forwarded by the Township to the User by prepaid ordinary mail to the address given by the User at the end of this Agreement.
8. In the event that the User or anyone involved in the User's access activities at the Marine Facility causes damage to the Marine Facility or to any adjacent municipal property, the User shall immediately notify the Township of such damage and shall repair such damage at the User's expense. If the damage is not repaired within such time, not to exceed fourteen days, as the Township considers reasonable, the Township

may repair the damage and the User shall pay to the Township all of its costs in doing so, payable on the forwarding of notice in writing to the User's address set out at the end of this Agreement

9. The User shall provide, with this Agreement, proof of valid liability and property damage insurance in an amount of not less than two million dollars (\$2,000,000), and the User will keep such coverage in place during the entire time that this Agreement is in effect.
10. The User will ensure that the access to the Marine Facility is not blocked at any time, and will yield the use of the access and of the Marine Facility to emergency services such as fire, ambulance and police services, at all times.
11. The User will use best efforts to minimize daily access activities on the Marine Facility in any one-day and not exceed a maximum of eight (8) sessions of loading or unloading in any one day. One "Session" includes the activities of loading or unloading.
12. No vessel shall be attached to the Marine Facility which has its engine running for more than five minutes during the time that it is so attached. No vessel shall be attached to the Marine Facility if its means of propulsion or any other "on- board" motor, when in operation, emits a sound which exceeds 45 decibels in intensity as measured at any point located more than two metres from the vessel.
13. The User agrees to comply with all the terms and conditions of the Township of Lake of Bays current Parks By-law being a By-law to Designate and Regulate Public Parks and Parkland, a copy of which is attached and forms part of this Agreement.
14. The User or anyone involved in the User's access activities at the Marine Facility outlined in this Agreement shall ensure that the Marine Facility is restored to the condition as found prior to completion of the agreement. Any excess material or goods left at the Marine Facility must be removed and the site left in the condition found. If any material or goods are left at the Marine Facility said goods or material will be removed at the User's expense.
15. The persons whose names are designated below are the contact persons for the User and for the Township, and communications between them are communications between the parties to this Agreement:

Contact Person: _____

Address of User: _____

Phone # (s):

Home

Cell

E Mail

Township of Lake of Bays Contact:

Chris Collings, *C.Tech, MLEO*

By-law Enforcement Officer

Township of Lake of Bays

R.R. #1, 1012 Dwight Beach Road

Dwight, Ontario, P0A 1H0

Phone: (705) 635-2272, Ext. 246

Email: CCollings@Lakeofbays.on.ca

16. This Agreement is not assignable by the User

DATED this _____ day of _____, 20____.

User _____

I HAVE AUTHORITY TO BIND THE USER

) **THE CORPORATION OF THE**
) **TOWNSHIP OF LAKE OF BAYS**

)

) _____

) **Mayor**

)

) _____

) **Clerk**

MUNICIPAL ACCESS USER AGREEMENT

SCHEDULE "A"

(legal description of municipal access point(s) to be used)

MUNICIPAL ACCESS USER AGREEMENT

SCHEDULE "B"

(location, duration and dates of temporarily stored material, machinery, equipment, etc. at access point) .

MUNICIPAL ACCESS USER AGREEMENT

SCHEDULE "C"

Franklin Ward

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| Dwight Beach (Lake of Bays) | Water Lot Opposite, Con 10, Pt Lot 11 Roll # 4427 010 008 05400 Dwight Beach Road, Dwight |
| Oxtongue Rapids (Oxtongue River) | Con A, Pt Lot 21 & 22 Roll # 4427 010 010 04400 Oxtongue Rapids Road, Dwight |
| South Portage (Lake of Bays) | Water Lot Opposite Con 11, Lot 23 Roll # 4427 010 002 12100 South Portage Road (Muskoka Road 9) at intersection of North Portage Road (Muskoka Road 23), Dwight |
| Port Cunnington (Savage Den) dock (Lake of Bays) | Road Allowance between Con 3, (Savage Pt Lot 20 & Pt Lot 21 ORA abutting: Roll # 4427 010 017 03600 Port Cunnington Road (Muskoka Road 22), Dwight |

Sinclair/Finlayson Ward

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|------------------------------------|---|
| Hillside Beach (Peninsula Lake) | Con 1, Pt Lot 23 Roll # 4427 020 001 01302 Off Highway 60, west of Lirnberlost Road (Muskoka Road 8), Hillside |
| Oxbow (West Oxbow Lake) | Con 5, Pt Lot 1 Roll # 4427 020 012 06200 West Oxbow Lake Road, Limberlost |
| Tasso Lake (Southern Bay) | Shore Road Allowance adjacent to Con 5, Pt Lot 10 Roll# 4427 020 015 00100 Northern side of Muskoka Rd 8, Limberlost |
| Blue Lake (South Tasso Lake) | Con 4, Pt Lot 10 Roll# 4427 020 015 04000 Southern side of Muskoka Rd 8, Lirnberlost |

Camp Lake
(South Camp Lake)

Pt ORA between Con 4 & 5, Pt Lot 12
ORA abutting Roll #4427 020 016 00100
End of Muskoka Road 8, on South Camp
Lake Road

Ridout Ward

Dorset dock
(Lake of Bays)

Con A, Pt Lot 30
Roll # 4427 030 014 00101
Main Street, Dorset

Rabbits Bay dock
(Lake of Bays)

Con A, Pt Lot 34; PCL 12814 14289; RP
BR616, Part 3-5 & RP 35R3984 Part 1 & 2
Roll # 4427 030 014 04801
Highway 35, at Rabbits Bay Road, Dorset

Norway Point
(Lake of Bays)

Con 13, Lot 22 & 23; RP BR1657 Part 2
& 3 & RP 35R3009 Part 19 & 20
Roll # 4427 030 011 11500
Old Highway 117, Baysville

Glenmount dock
(Lake of Bays)

Water Lot & Pt ORA Opposite
Con 13, Lot 26 & 27
Roll # 4427 030 012 02900
Glenmount Road, Baysville

McLean Ward

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| Baysville Riverfront (Lake of Bays) | Con 7, Lot 16; Plan 2, Lot 33 and Pt Lot 34 Water front opposite Roll #4427 040 009 02101 South of Muskoka Road 117, along river. |
| Baysville Docks (Lake of Bays) | Con 7, Pt Lot 16 East side of river: Roll # 4427 040 008 01600 North of Muskoka Road 117, Baysville Con 7, Pt Lot 16 West side of river: Roll # 4427 040 001 08700 North of Muskoka Road 117, Baysville |
| Baysville Ramp | Con 7, Pt Lot 16 End of North Road |
| Heney Lake Road (Lake of Bays) | Water Lot Opposite Con 7, Pt Lot 16 ORA fronting Roll # 4427 040 009 00100 Heney Lake Road at south-east corner of Muskoka Road 117, Baysville |
| Baysville Dam (Muskoka River) | Con 7, Pt Lot 16; RP 35RI2096 Parts 3, 5, 6, 7, 9 & 11 West side: Roll # 4427 040 009 08902 Bridge & Dickie Street, Baysville |