

ACCESS AGREEMENT – Application & Agreement

As per Public Parks By-law 2012-096 and delegated authority of Council by resolution,
this **MUNICIPAL ACCESS USER AGREEMENT (MAUA)**
between the “User” and the “Township” authorizes “access activity” at a
“Marine Facility” as defined in the By-law and stated in attached agreement.

APPLICANTS INFORMATION (User)

Name / Company Name

Address

Contact information (phone / email)

Submit application page and the attached MAUA Agreement in person or by mail to the address below, or by email directly to the attention of:

Anne Tapley
Licencing Coordinator
Corporation of the Township of Lake of Bays
1012 Dwight Beach Road, Dwight, ON
Tel: (705) 635-2272, ext. 1245
E-mail: atapley@lakeofbays.on.ca

PAYMENTS

E-transfer, Debit, Cash or Cheque. Please refer to Fees & Charges By-law for the most up-to-date application fees.

OFFICE USE ONLY – RECEIPT OF APPLICATION / AGREEMENT / PAYMENT		
<input type="checkbox"/> APPLICATION	DATE: _____	STAFF: _____
<input type="checkbox"/> AGREEMENT (signed)	DATE: _____	STAFF: _____
<input type="checkbox"/> PAYMENT (Amt: _____)	DATE: _____	STAFF: _____

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, as set out in Schedule "A" for access activity purposes set out in Schedule "A", 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 following terms apply:
 - (a) "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 (Schedule "A");
 - (b) "Access activity" means the use of a Marine Facility:
 - i. As part of the use of vessels or water equipment, including but not limited to testing, trialing or training;
 - ii. For the trans-shipping of goods, wares, merchandise, construction materials, or any other materials;

- iii. During 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
 - iv. During 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.

(please see next page)

5. Access activities, by a MARINA, shall only take place:

ACCESS POINT	MONTHS / DATES	DAY / HOURS / SPECIFICS
ALL access points EXCEPT Dwight Beach	January to December each year	Mon – Sat: 7am to 9pm Sunday: Noon to 9pm
	Statutory Holidays	No use permitted
Dwight Beach ONLY	January to June inclusive each year	Mon – Sat: 7am to 9pm Sunday: Noon to 9pm
	July and August each year	Mon – Sat: 7am to 11am
	September to December each year	Mon – Sat: 7am to 9pm Sunday: Noon to 9pm
	Statutory Holidays	No use permitted

6. Access activities, by ALL OTHERS EXCLUDING A MARINA, shall only take place:

ACCESS POINT	MONTHS / DATES	DAY / HOURS / SPECIFICS
ALL access points EXCEPT Dwight Beach	January to December each year	Mon – Thurs: 7am to 7pm Friday: 7am to 4pm Sat – Sun: No use permitted
	Statutory Holidays	No use permitted
Dwight Beach ONLY	January to June inclusive each year	Mon – Thurs: 7am to 7pm Friday: 7am to 4pm Sat – Sun: No use permitted
	July and August each year	Mon – Fri: 7am to 10am Sat – Sun: No use permitted
	September to December each year	Mon – Thurs: 7am to 7pm Friday: 7am to 4pm Sat – Sun: No use permitted
	Statutory Holidays	No use permitted
ALL access points	December 15 th until “ICE BREAK UP” each year	NO BARGING permitted

7. 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.
8. 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.
9. 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 "A" 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.
10. 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.
11. 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 (\$5,000,000), and the User will keep such coverage in place during the entire time that this Agreement is in effect.
12. 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.
13. The User will use best efforts to minimize repeated access activities on the Marine Facility in any one day and allow public access either before or during activities, that if not interrupted, may cause significant delay to others accessing the Marine Facility.

14. 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.
15. 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.
16. 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.
17. 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:

(please see next page)

(Section 17 of MAUA continued below – Contact person for User)

Contact Person: (if different than “User”) _____

Address: (applicant / “user”) _____

Phone #: Home / Office _____

Mobile _____

E Mail: _____

Township of Lake of Bays Contact:

Anne Tapley

Licencing Coordinator

Township of Lake of Bays

R.R. #1, 1012 Dwight Beach Road

Dwight, Ontario, P0A 1H0

Phone: (705) 635-2272, Ext. 1245

Email: atapley@Lakeofbays.on.ca

18. This Agreement is not assignable by the User

DATED this _____ day of _____, 20____.

User Signature _____

I HAVE AUTHORITY TO BIND THE USER

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

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LICENCING COORDINATOR

SCHEDULE "A" – MUNICIPAL ACCESS USER AGREEMENT

If you require ALL LOCATIONS, simply check below:		If you require ONLY 1 LOCATION, choose from the list below:	
<input style="width: 50px; height: 50px;" type="checkbox"/>	ALL OF THE POINTS LISTED TO THE RIGHT, understanding that the USER will only allow the launching of vessels that are appropriate for the size and type of launch that exists at that location.	Check here	ACCESS POINT(S)
			Franklin Ward
			Dwight Beach
			Oxtongue Rapids
			South Portage
			Port Cunnington
			Sinclair/Finlayson Ward
			Hillside Dock
			West Oxbow Lake Road
			Tasso Lake (Southern Bay)
			Blue Lake (South Tasso Lake)
			Camp Lake (South Camp Lake)
			Ridout Ward
			Dorset dock
			Rabbits Bay
			Norway Point
			Glenmount dock
			Baysville Riverfront (South of 117)
			Baysville Docks – East side of river
			Baysville Docks – West side of river
	Heney Lake Road		
	Baysville Dam		
Description of the reason(s) for the use of access points checked above:			
<input type="checkbox"/> Launching and removal of vessel(s) for customer (MARINA) <input type="checkbox"/> Testing or trialing of vessel for customer (MARINA) – excluding repair / maintenance <input type="checkbox"/> Launching and removal of boat(s) for use as transport (ALL OTHERS) <input type="checkbox"/> Launching and removal of barge(s) for use as transport <input type="checkbox"/> Loading and unloading of material, equipment, vehicles, or personnel			
LENGTH OF TIME REQUESTED:			
<input type="checkbox"/> ONE (1) YEAR – from the issuance of approved of agreement <input type="checkbox"/> ONE (1) WEEK – as listed in the approved agreement <input type="checkbox"/> OTHER – as described here (_____)			