



Staff Report

Community Services

Report To: Committee of the Whole
Meeting Date: December 5, 2016
Report Number: CSPW.16.158
Subject: Request to Execute Harbour Management Agreement with Department of Fisheries and Oceans Canada
Prepared by: Ryan Gibbons, Harbour/Cemetery Manager, Building Maintenance Coordinator

A. Recommendations

THAT Council receive Staff Report CSPW.16.158 entitled "Request to Execute Harbour Management Agreement with the Department of Fisheries and Oceans Canada",

AND THAT Council direct Staff to bring forward a By-law permitting the Mayor and Clerk to execute the Harbour Management Agreement 201506 ON 010 with the Department of Fisheries and Oceans Canada for a five (5) year term retroactive to July 12, 2015 ending July 11, 2020.

B. Overview

In order to execute the Harbour Management Agreement with the Department of Fisheries and Oceans Canada (DFO), the Town must enact a By-law. The agreement is standard with all remaining Small Craft Harbours owned by the DFO and does not allow for negotiation.

C. Background

The Thornbury Municipal Harbour is owned by the DFO, Small Craft Harbour Division, and is operated by the Corporation of the Town of The Blue Mountains. The former Town of Thornbury secured a renewable lease with the Federal Government in July of 1985 to operate the Thornbury Municipal Harbour. The lease requires the Town to pay \$500.00 (five hundred dollars) per annum plus tax or 20% gross revenue plus tax, whichever amount is greater.

The Harbour Management Agreement is based on a five (5) year term that expired July 12, 2015. The DFO provided the Town with a letter dated July 2, 2015 and a new agreement dated retroactively to July 12, 2015 and stated in the letter that until the agreement was executed the Town was to continue business as usual and that all previous terms and conditions of the previously approved Harbour Management Agreement would stay in effect until a new agreement had been distributed and authorized.

The Town must enact a By-law in order to enter into the agreement with the DFO for a five (5) year term retroactive to July 12, 2015 ending July 11, 2020.

Town Staff contacted representatives from the DFO, Small Craft Harbour Division, and in February of 2016 formally requested to negotiate the terms of the lease. It was noted that the lease is standard for all Small Craft Harbours within the control of the DFO. The DFO, Small Craft Harbours Division, cannot negotiate the terms of the lease. Staff believe that negotiations would have to take place with the Minister of Fisheries, Oceans and the Coast Guard.

Town Staff reviewed several options in an effort to limit the lease payment. Through discussions, Town Staff communicated with the representatives from the DFO a number of times to consider alternatives. After further review and consideration, it was concluded that the recommendation as presented in this report is the only viable option at this time.

D. Analysis

Execution of the Harbour Management Agreement will allow the Town to continue operating the Thornbury Municipal Harbour and providing service to boaters and economic benefit to local businesses.

E. The Blue Mountains Strategic Plan

Goal #4: Promote a Culture of Organizational & Operational Excellence

F. Environmental Impacts

None.

G. Financial Impact

For 2015, the gross revenues for the Harbour were \$354,642.80 which resulted in a lease payment to the DFO of \$70,928.56. Once the By-law is passed by Council and the agreement is signed by the Mayor and Clerk Staff will make this payment.

Once the 2016 year-end is completed and all revenues are accounted for, the 2016 payment will be made to the DFO. The 2016 payment will be similar to the 2015 amount.

H. In consultation with

Ruth Prince, Director of Financial and IT Services

Sam Dinsmore, Deputy Treasurer/Manager of Accounting and Budgets

I. Attached

1. Notification Letter – July 2, 2015

2. Draft By-Law

3. Department of Fisheries and Oceans Canada Lease

Respectfully submitted,

Ryan R. Gibbons
Harbour/Cemetery Manager – Building Maintenance Coordinator

Shawn Everitt
Director of Community Services

For more information, please contact:

Ryan Gibbons

rgibbons@thebluemountains.ca

519-599-3131 extension 288



Fisheries and
Oceans Canada

Pêches et
Océans Canada

CSPW.16.158
ATTACHMENT 1

Small Craft Harbours
Central and Arctic Region
3027 Harvester Road
Suite 310
Burlington, Ontario
L7N 3G7
TEL (905) 639-8269

Ports pour petits bateaux
Région du Centre et de l'Arctique
3027, chemin Harvester
Bureau 310
Burlington, Ontario
L7N 3G7
TÉL (905) 639-8269

Your file *Votre référence*

Our file *Notre référence*

5882 Thornbury

July 2, 2015

Mr. Ryan Gibbons
Town of the Blue Mountains
P.O. Box 310
32 Mill Street
Thornbury, ON
N0H 2P0

Dear Mr. Gibbons:

Re: Small Craft Harbours Facility at Thornbury and the Corporation of the Town of Blue Mountains - Lease No. 201007 00 002

This is to advise that your current lease with Fisheries and Oceans Canada for the above referenced facility expires on July 11, 2015.

In that regard enclosed please find a new five (5) year renewal Agreement, in triplicate, to replace your expiring lease. Please review the enclosed lease and if you are in agreement with the terms thereof, please have all three copies executed by your authorized signing officers. Please have them sign, seal and date each copy of the lease where indicated, in the presence of a witness, and return all three copies to this office, together with a certified copy of a By-Law of the The Corporation of the Town of the Blue Mountains authorizing the execution of the Lease. Also, please include your annual base rental payment of \$565.00, which includes \$65.00 HST representing the base rent for the period July 12, 2015 to July 12, 2016. This office will have the lease executed on behalf of the Minister of Fisheries and Oceans and will return the Duplicate Original to you for your records.

Clause 1.(c) of your new lease provides that, "...the Minister shall supply to the Agent, one copy of the said Act and Regulations, as amended from time to time." In compliance therewith, and in keeping with present trends regarding use of electronic media and the internet, we have included the current web links for both the Act and the Regulations should you wish to access them directly:

Act

<http://laws.justice.gc.ca/PDF/Statute/F/F-24.pdf>

Regulations

<http://laws.justice.gc.ca/PDF/Regulation/S/SOR-78-767.pdf>

Should you still wish to receive a hard copy of the Act and/or the Regulations, please advise by return mail and we will gladly send you a copy in due course.

As stated in Clause 33 of your new lease, you are required to arrange liability insurance coverage of the demised premises with Her Majesty the Queen being named as a co-insured, and with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence. Accordingly, please provide us with a copy of the required insurance, for our records, when you return the executed copies of the lease to us.

Please note that pending finalization of your new lease, and while you continue to occupy and use this facility, your obligations and responsibilities under your expiring lease continue while you are in *Hold Over* status as outlined in clause 18 of your expiring lease.

Your early attention and reply hereto would be greatly appreciated. Thank you.

Yours truly,

Emily Morton
Program Development Officer

The Corporation of the Town of The Blue Mountains

By-Law Number 2016 –

Being a By-law to Authorize Execution of a Lease between Her Majesty The Queen, in right of Canada, represented by The Minister of Fisheries and Oceans and The Corporation of The Town of The Blue Mountains, County of Grey, Province of Ontario

Whereas the Fishing and Recreational Harbours Act, Section 8, Statutes of Canada 1978 permits the Minister to lease any Scheduled Harbour or any part thereof;

And Whereas it is deemed expedient to enter into a Lease for the Government Harbour Property at Thornbury for a period of five (5) years, effective July 12, 2015;

Now Therefore Council of The Corporation of the Town of The Blue Mountains hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Lease with her Majesty the Queen, in right of Canada represented by the Minister of Fisheries and Oceans, for the administration of the Government Harbour Property at Thornbury.
2. That the Clerk is hereby authorized to affix the Lease with the Corporate Seal of the Corporation of the Town of The Blue Mountains.
3. The when executed, a copy of the Lease will be attached to and form part of this by-law.

And Further that this By-law shall come into force and take effect upon the enactment thereof.

Enacted and passed this ____ day of _____, 2016

John McKean, Mayor

Corrina Giles, Clerk



Fisheries and Oceans
Canada

Pêches et Océans
Canada

CSPW.16.158
ATTACHMENT 3



COPY

201506 ON 010

LEASE**BAIL**

SMALL CRAFT HARBOURS BRANCH
AND

DIRECTION DES PORTS POUR PETITES EMBARCATIONS
ET

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

AUTHORITY
Autorisation

DATE OF DOCUMENT

Document daté du JULY 2, 2015

BEGINNING OF TERM

La période de location commence le JULY 12, 2015

END OF TERM

La période de location se termine le JULY 11, 2020

RENT PAYABLE

Loyer payable \$500.00 (FIVE HUNDRED DOLLARS) PER ANNUM PLUS TAX OR 20% OF
GROSS REVENUE PLUS TAX

LANDS OR RIGHTS DEMISED

Cession ou transfert **Firstly:** ALL AND SINGULAR that certain parcels or tract of land and land covered by

the waters of Nottawasaga Bay of Georgian Bay in the Town of Thornbury now the Town of the Blue

Mountains, County of Grey, Province of Ontario, TOGETHER WITH the Government marine facilities

located thereon; Secondly: ALL AND SINGULAR those certain parcels or tracts of land and land covered by

Water in Nottawasaga Bay of Georgian Bay in the Town of Thornbury now the Town of the Blue Mountains,

County of Grey, Province of Ontario, designated as Parts 1 and 2 on Plan 16R-3490 and Parts 1 and 2 on

Plan 16R-3697, TOGETHER WITH the Government Breakwater located thereon.

FILE No.

No de dossier 5882 Thornbury

REMARKS / Remarques

THIS AGREEMENT dated for reference this 2nd day of July, 2015.

BETWEEN –

HER MAJESTY THE QUEEN, in right of Canada,
represented herein by the Minister of Fisheries and Oceans
(hereinafter called “the Minister”)

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE TOWN OF THE BLUE
MOUNTAINS**
Province of Ontario
(hereinafter called “the Agent”)

OF THE SECOND PART;

WITNESSETH that the Minister, in consideration of the rents, covenants,
provisos, and conditions hereinafter contained, hereby leases unto the Agent:-

Description **Firstly: ALL AND SINGULAR** those certain parcels or tracts of land and land covered by water in Nottawasaga Bay of Georgian Bay, being Lot 1, Registered Plan No. 465, Lot 92 and Part of Lot 93, Registrar’s Compiled Plan No. 1023, and being Part of the Bed of Georgian Bay in Front of Lot 1, Registered Plan No. 465 and Lot 93, Registrar’s Compiled Plan No. 1023, in the Town of Thornbury, now Town of the Blue Mountains, County of Grey and Province of Ontario, comprising a total area of Five and seventy-two one-hundredths (5.72) hectares, more or less, **TOGETHER WITH** the Government marine facilities located thereon (hereinafter referred to as “the said premises”), being more particularly shown in the heavy outline on the Plan hereto annexed and designated Schedule “A”;

Secondly: ALL AND SINGULAR those certain parcels or tracts of land covered by water, more particularly described as Parts of Water Lots in Nottawasaga Bay of Georgian Bay, in Front of Block Letter A on the Margin of Georgian Bay and in front of the Mill Reserve lying between Georgian Bay and Mill Site Block patented to the Hon. W.B. Robinson, Town of Thornbury, now Town of the Blue Mountains, County of Grey, Province of Ontario, designated as Parts 1 and 2 on Plan 16R-3490, also the water lots in front of Bruce Street and Elma Street, being Location DT177, Townplot of Thornbury, now Town of the Blue Mountains, Geographic Township of Collingwood, County of Grey, Province of Ontario, designated as Parts 1 and 2 on Plan 16R-3697, **TOGETHER WITH** the Government Breakwater located thereon (hereinafter referred to as “the said premises”), being more particularly shown outlined in red on Plan 16R-3697 hereto annexed and designated Schedule “B”;

Habendum **TO HAVE TO HOLD** the said premises unto the Agent from and after the 12th day of July, 2015, for a term or period of Five (5) years and then fully to be complete and ended.

Reddendum **YIELDING AND PAYING** therefor, during the currency of this Agreement, unto the Minister, to the Receiver General of Canada, in lawful money of Canada. The following rent or sum, namely:-

- (a) FIVE HUNDRED DOLLARS (\$500.00) PLUS TAXES per annum, payable each year in advance, or
- (b) TWENTY PER CENT (20%) PLUS TAXES of all gross revenue derived by the Agent from the management and operation of the said premises, whichever is the greater amount, and the difference between the \$500.00 paid in advance and 20% gross revenue is payable within sixty days of the end of each agreement-year.

Interpretation **IN THIS AGREEMENT;**

- (i) "Minister" means the Minister of Fisheries and Oceans and any person he has delegated to act on his behalf.
- (ii) "Regional Director" means the Regional Director of Small Craft Harbours Branch of the Department of Fisheries and Oceans and any person he has delegated to act on his behalf.

It is agreed by and between the said parties hereto that these Presents are made and executed upon and subject to the covenants, provisos, conditions and reservations hereinafter set forth and contained, namely:

Purpose

- 1. a) The Agent shall use and occupy the said premises and carry out the management and operation of the said premises in accordance with the Fishing and Recreational Harbours Act and the Fishing and Recreational Harbours Regulations as amended from time to time, or any other applicable act or regulations enacted or made during the currency of this Agreement.
- b) Nothing in Clause No. 1a) hereof, shall relieve the Minister from discharging any of his duties under the said Fishing and Recreational Harbours Act and the said Fishing and Recreational Harbours Regulations.
- c) That the Minister shall supply to the Agent, one copy of the said Act and Regulations, as amended from time to time.

To Pay Rent

- 2. That the Agent will pay all annual rental fees herein reserved at the time and in the manner in these Presents set forth, without any abatement or deduction whatever.

Taxes

- 3. That the Agent will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of these Presents be imposed, or become due and payable upon, or in respect of the said premises.

Compliance with Law

- 4. The Agent shall in all respects abide by and comply with all rules, regulations and by-laws of municipalities and other governing bodies, in any manner affecting the said premises.

Public Use

5. Subject to Clause No. 19 hereof, the Agent shall not interfere with the public use of the said premises during the currency of this Agreement; it being expressly understood and agreed, however, that the Agent may refuse the use of the said premises to any vessel on which tolls and dues are outstanding and the Agent may take all lawful action through Small Debts Court or otherwise to obtain payment of outstanding or overdue accounts.

Access

6. a) That the Minister, his servants or agents shall, at all times and for the purpose of inspecting the said premises, have full and free access to any and every part of the said premises.

b) The Minister shall, upon reasonable notice to the Agent, except in the case of emergency, have full and free access to the said premises for the purposes of repairing and maintaining the said premises.

Assignment

7. That the Agent shall not make any assignment of these Presents, nor any transfer or sub-lease of any of the premises, rights or privileges demised or leased hereunder, without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease. The Agent shall pay to the Minister a reasonable charge for the preparation of any consent thereto expressed in writing, and shall be responsible for any costs incurred by the Minister in addressing the request for consent, provided that such costs are reasonable.

Repair and Maintenance

8. That the Agent shall not, during the currency of this Agreement, do, suffer or permit to be done any act or thing which may impair, damage or injure the said premises beyond the damage occasioned by reasonable use, and shall inspect, maintain, and effect minor repairs of the said premises which may at any time become damaged, whether due to the negligence of the Agent or otherwise. Nothing in this provision shall obligate the Agent to be responsible to effect repairs of any major or structural kind but, in the event that such repairs are needed, it shall be the responsibility of the Agent to provide notice to the Minister of the need for major or structural repairs, and to take whatever steps are appropriate to deal with continued use of the premises while such repairs are pending. When such repairs are warranted, the parties hereto shall consider, and together decide how and when to effect such repairs.

Care of Property

9. That the Agent shall, at its own cost and expense, at all times during the currency of this Agreement, keep the said premises in a neat and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Agent under this Agreement, all to the satisfaction of the Regional Director.

Improvements

10. That any improvements made to the said premises by the Agent at any time during the term of this Agreement, to make the said premises suitable for the purpose referred to in Clause No. 1 hereof, shall be at the risk, cost and expense of the Agent and to the satisfaction of the Regional Director.

Construction of Buildings or Structures

11. That the Agent shall not construct or erect any buildings or other structures on the said premises without obtaining the approval of the Regional Director, of plans showing the design and nature of construction of such buildings or structures and their proposed locations.

**Annoyance
Nuisance and
Disturbance**

12. That the Agent shall not, at any time during the currency of this Agreement do, cause or permit to be done, any act or thing in or upon the said premises which shall, or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or premises adjoining or in the vicinity of the said premises.

Title

13. That is hereby declared, and this Agreement is accepted by the Agent, upon the express condition that the Agent shall have no recourse against the Minister, should the minister's title to the said premises be found to be defective, or should these Presents prove ineffectual by reason of any defect in such title.

**Claims and
Damages**

14. That the Agent shall not have any claims or demand against the Minister for loss, damage or injury of any nature whatsoever, or howsoever caused to the said premises or to any person or property, at any time brought, placed, made or being on the said premises unless such damage or injury is due to the negligence of any officer, servant, agent, contractor or sub-contractor of Her Majesty the Queen in right of Canada while acting within the scope of his duties or employment.

**Indemni-
fication**

15. That the Agent shall at all times indemnify and save harmless Her Majesty the Queen in respect of any action, claim, cause of action, suit, debt, loss, damage, cost, expense or demand whatsoever, at law or in equity, arising by way of any breach by the Agent, its employees, servants, agents, sub-lessees or persons for whom it is by law responsible, of any provisions of this Agreement or arising by way of the Agent and her Majesty's ownership, occupation and control of the premises, except claims for damages resulting from the negligence of any officer, servant, agent, contractor or sub-contractor of Her Majesty the Queen while acting within the scope of his duties.

Termination

16. That this Agreement may be terminated at any time:

(a) By the Agent upon sixty (60) days' notice in writing, such notice to be signed by the Agent and delivered to or mailed addressed to the Regional Director, Small Craft Harbours Branch, Department of Fisheries and Oceans, 501 University Crescent, Winnipeg, Manitoba, R3T 2N6, or

(b) By the Minister upon sixty (60) days' notice in writing, signed by the Minister, and either delivered to the Agent or any officer of the Agent, or mailed addressed to the last known place of business or office of the Agent,

and thereupon, after the expiration of such period of notification, these Presents shall be determined and ended, and the Agent shall thereupon, and also in the event of the determination of this Agreement in any other manner, except re-entry under Clause No. 17 hereof, forthwith remove from the said premises all things at any time brought or placed thereon by the Agent and shall also to the satisfaction of the Regional Director repair all and every damage and injury occasioned to the said premises by reason of such removal or in the performance thereof, but the Agent shall not, by reason of any action taken or things performed or required under this Clause, be entitled to any compensation whatsoever, provided that, unless required by the Minister, no goods, chattels, materials, effects or things shall be removed from the said premises until all rent due or to become due under this Agreement, is fully paid.

Default

17. That, notwithstanding anything in this Agreement contained, if the rent above reserved or any part thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, or in the case of default, breach or non-observance to be made or suffered by the Agent at any time or times, in, or in respect of any of the covenants, provisos, conditions, and reservations herein contained, which on the part of the Agent ought to be observed and performed, then, and in every such case, provided such non-payment of rent, default, breach or non-observance is not cured within thirty (30) days from the date of notice thereof in writing from the Minister to the Agent, the Minister may terminate this Agreement by giving to the Agent a notice in writing, signed by the Minister, and either delivered to the Agent or any officer of the Agent, mailed addressed to the last known place of business or office of the Agent, and thereupon after delivery or mailing of such written notification, this Agreement shall be determined and ended, and in that event, it shall be lawful for the Minister, his servants or agents, to re-enter and thereafter to have, possess and enjoy the said premises and all improvements thereon.

And no acceptance of rent subsequent to any breach or default, other than non-payment of rent, nor any condoning, excusing or overlooking by the Minister on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way defeat or affect the rights of the Minister hereunder.

The Agent shall pay in addition to any other provisions hereof the reasonable fees and disbursements of counsel to the Minister in connection with the enforcement of this Agreement, or in the event of default hereunder.

Hold Over

18. Provided always and that it is hereby agreed by and between the parties hereto that if the said Agent shall hold over after the expiration of the term hereby granted, and if the Minister shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Agent shall pay as rent during the time of such occupancy a rental to be determined at the discretion of the Minister, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to tenancy at will.

Tolls, Dues & Charges

19. That the Agent shall, during the currency of this Agreement, charge tolls or dues established under the authority of the Fishing and Recreational Harbours Act or by Regulations approved from time to time by the Governor in Council respecting the said premises. The Agent may collect additional reasonable charges for services such as electrical power outlets, water outlets, watchman services, etc., provided at the Agent's expense for the benefit and use of the boating public using said premises.

Accounting Records

20. That during the currency of this Agreement, the Agent shall cause to be kept records of its operation hereunder, such records to be kept according to accepted principles of accounting, and the Agent shall supply to the Regional Director, a certified statement for each accounting period during the currency of this Agreement.

Audit Inspection

21. That the books of the Agent concerning the operation and management of the said premises, shall be open for audit and inspection at all times during business hours, by the accredited officers of the Minister.

Pollution

22. That the Agent shall not place or deposit, or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste, debris or other materials, articles or things on the said premises which may form a deposit thereon or therein without the prior consent, in writing, of the Regional Director.

Environmental Protection

23. (i) The Agent agrees to abide by and comply with all federal environmental legislation, including the relevant provisions of the Canadian Environmental Protection Act, affecting the said premises, as well as with the regulations and guidelines made and established under it, and all applicable Provincial, Territorial and municipal environmental legislation, regulations, rules or guidelines affecting the said premises.

(ii) The Agent shall not process, use, deposit or store on the said premises or in its subsoil any toxic substances, as defined in the Canadian Environmental Protection Act, nor any other substance that constitutes or may constitute a danger to the environment or to human life or health.

(iii) The Agent agrees to clean up, at its expense, to then current federal and provincial standards, any part or all of the said premises contaminated during the term of this Lease or any renewal of it immediately upon becoming aware of the contamination.

Service Reservation

24. That this Agreement is granted strictly subject to the right of the Minister and Lessees and Licensees of the Minister to maintain and operate services installed on the said premises at the date of this Agreement, and to the right of the Minister to grant leases or licences, as the case may be, at any time during the currency of this Agreement, covering the right and privilege or permission to install, lay, maintain and use services on, over or across the said premises and the Agent shall not, at any time during the currency hereof, do anything or cause or permit anything to be done which will in any way interfere with the rights and privileges or permissions thereby granted, provided however, that such leases or licences will be granted subject to this Agreement and provided that the Lessees or Licensees thereunder shall not commence to exercise the rights and privileges or permissions thereby granted unless and until the consent in writing is first obtained from the Agent, and which consent shall not be unreasonably withheld.

Concession

25. That no application for permission to establish concessions of any kind shall be granted without the prior approval in writing of the Regional Director.

Use by Agent

26. That in the event that any portions of the said premises are used for the purposes of the Agent, the Agent shall establish a market rental for such use and the Reddendum Clause shall be applied to such rental.

Fire Prevention

27. That the Agent shall take all necessary precautions against fire occurring in or on the said premises.

Navigation Protection Act

28. That the Agent shall fulfill in all respects the requirements of "Works" Section of the Navigation Protection Act, Chapter N-22 of the Revised Statutes of Canada 1985.

Members of Parliament

29. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Discrimination 30. That the Agent and any Sub-lessee shall not discriminate against any person by reason of race, colour or creed, in any manner whatsoever, pertaining to the operation of the said premises

Sale or Transfer

31. (i) Notwithstanding any other provision of this Agreement, in the event that the Minister disposes of its interest in the leased premises, or any part thereof, by way of sale, transfer or other conveyance, including a transfer of administration and control to Her Majesty the Queen in right of the Province of Ontario, the Minister shall be entitled at their sole option to assign this Agreement, or such portion thereof, to the transferee, or to terminate this Agreement, and the Agreement shall upon notice thereof be terminated forthwith.

(ii) In the event of notice of termination being given by the Minister to the Agent, the Agent agrees that it shall forthwith vacate the said premises, and remove any chattels from the said premises in accordance with the provisions of this Agreement. The Agent further agrees and acknowledges that it shall have no cause of action against the Crown arising out of early termination of the Agreement, and hereby releases the Minister from any liability or otherwise that may be said to flow from the aforesaid early termination of this Agreement.

Financial Administration Act

32. If the Agent defaults in the payment of any amount due under this Agreement, the Agent shall be responsible for and pay interest on such defaulted payment (to the extent permitted by the Financial Administration Act R.S.C. 1985, Chapter F-11 and the Interest and Administration Charges Regulations SOR/96-188 (the Regulations) or any amendments thereto) up to the date payment is received by or on behalf of Her Majesty. For greater certainty and until such time as the Regulations are amended, in the case of default in respect of any monetary amount due, interest on the amount in default shall be calculated and compounded monthly at the average bank rate plus three per cent and accrue from the due date of the payment, until paid. Furthermore, in the event that any instrument is tendered in payment or settlement of any amount due to Her Majesty hereunder which for any reason is dishonoured, the Agent shall be responsible and pay an administrative charge of \$15.00 to Her Majesty, or any amount prescribed therefor by the Regulations will be applicable and in addition to the outstanding amount due.

Insurance

33. That the Agent shall, in addition to the payment of yearly rental hereunder, at its own cost, insure concurrently with the execution of this Agreement, and thereafter during the currency of this Agreement, maintain in force, a policy of liability insurance for the ownership, possession and control of the said premises with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and including Her Majesty as a named co-insured in that policy. The Agent, on the anniversary of this Agreement, in each and every year, shall submit to the Regional Director, proof of such insurance.

Gender

34. (i) Wherever the singular or masculine form are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require.

(ii) The form of this Agreement shall not be construed against the drafter.

IN WITNESS WHEREOF the duly authorized officials or officers of the parties have executed these presents.

SIGNED, SEALED AND DELIVERED BY) THE CORPORATION OF THE TOWN
the Agent this day of , 2015) OF THE BLUE MOUNTAINS
in the presence of:)

Witness

Agent

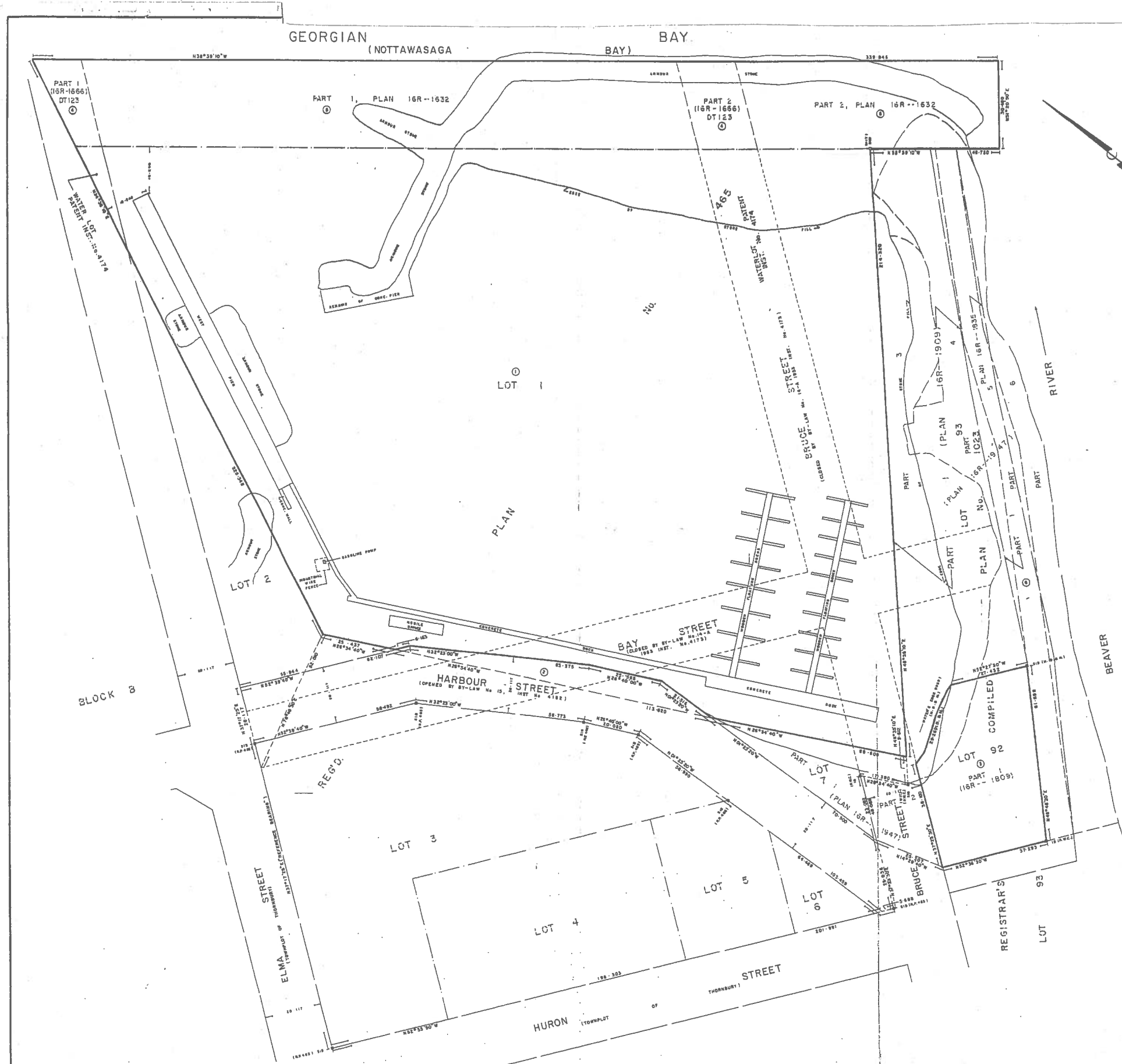
Agent c/s
We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED BY)
the Minister this day of , 2015)
in the presence of:)

Witness

For the Minister of Fisheries and Oceans





PLAN OF SURVEY OF
 LAND AND WATER LOTS
 IN NOTTAWASAGA BAY OF GEORGIAN BAY,
 BEING LOT 1, REGISTERED PLAN No. 465,
 LOT 92 AND PART OF LOT 93, REGISTRAR'S COMPILED PLAN No. 1023,
 AND BEING PART OF THE BED OF GEORGIAN BAY
 IN FRONT OF LOT 1, REGISTERED PLAN No. 465 AND
 LOT 93, REGISTRAR'S COMPILED PLAN No. 1023,
 TOWN OF THORNBUARY,
 COUNTY OF GREY.

SCALE - 1:500
 A. C. BRIGGS - O.L.S.
 1984

METRIC
 DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
 CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

- ① - TRANSFERRED TO CANADA BY DEED DATED AUGUST 6, 1984 REGISTERED AS INST. No. 4237 DATED SEPTEMBER 10, 1984 - LOT 1 & 2 P. 465
- ② - EASEMENT TO CANADA FOR ANCHOR ROSS DATED AUGUST 9, 1984, REGISTERED AS INST. No. 4236 DATED SEPTEMBER 10, 1984 - PART OF HARBOUR ST. 97' 443'
- ③ - TRANSFERRED TO CANADA BY DEED DATED OCTOBER 6, 1980 REGISTERED AS INST. No. 30088 DATED NOVEMBER 24, 1980 - PART 1, 1A-1B-1C
- ④ - TRANSFERRED TO CANADA BY ORDER IN COUNCIL 301/80 DATED NOVEMBER 28, 1980 REGISTERED AS INST. No. 29496 DATED JUNE 29, 1981 ACCEPTED BY CANADA BY ORDER IN COUNCIL P.C. 1981-1406 DATED MAY 28, 1981
- ⑤ - TRANSFERRED TO CANADA BY DEED DATED JULY 6, 1980 RE-REGISTERED AS INST. No. 109490 DATED SEPTEMBER 28, 1985 - PARTS 1 AND 2, 1B-1-1B-2
- ⑥ - EASEMENT TO CANADA FOR ACCESS DATED MARCH 23, 1981 REGISTERED AS INST. No. 203183 DATED APRIL 3, 1981 - PART 1, 1B-1-1B-2

LEGEND:
 BEARINGS ARE ASTROGNOMIC AND ARE REFERRED TO THE LATEST LIMIT OF ELMA STREET AS SHOWN ON REGD. PLAN No. 465 HAVING A BEARING OF 87°11' 54" E.

SURVEYORS CERTIFICATE
 I CERTIFY THAT THE FIELD SURVEY REPRESENTED ON THIS PLAN WAS COMPLETED ON THE 06 DAY OF APRIL, 1984.

H. S. W. - DEPT. HEWITT, SHERBROOKE & WILKE O.L.S.
 W.T. - DEPT. WITNESS
 P.W.C. - DEPT. PUBLIC WORKS CANADA

MAY 25, 1984
 A.C. Briggs
 O.N.T. LAND SURVEYOR
 (PUBLIC WORKS CANADA)

PLAN AND FIELD NOTES OF LOCATION DT 177 BEING PART OF THE BED OF NOTTAWASAGA BAY, GEORGIAN BAY, IN FRONT OF BRUCE STREET AND ELMA STREET, TOWNPLOT OF THORNBURY, GEOGRAPHIC TOWNSHIP OF COLLINGWOOD, COUNTY OF GREY.



SCALE - 1:1000 D. J. MACDONELL - O.L.S. 1987

METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

CAUTION THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

RECEIVED AND DEPOSITED

DATE March 28th, 1989

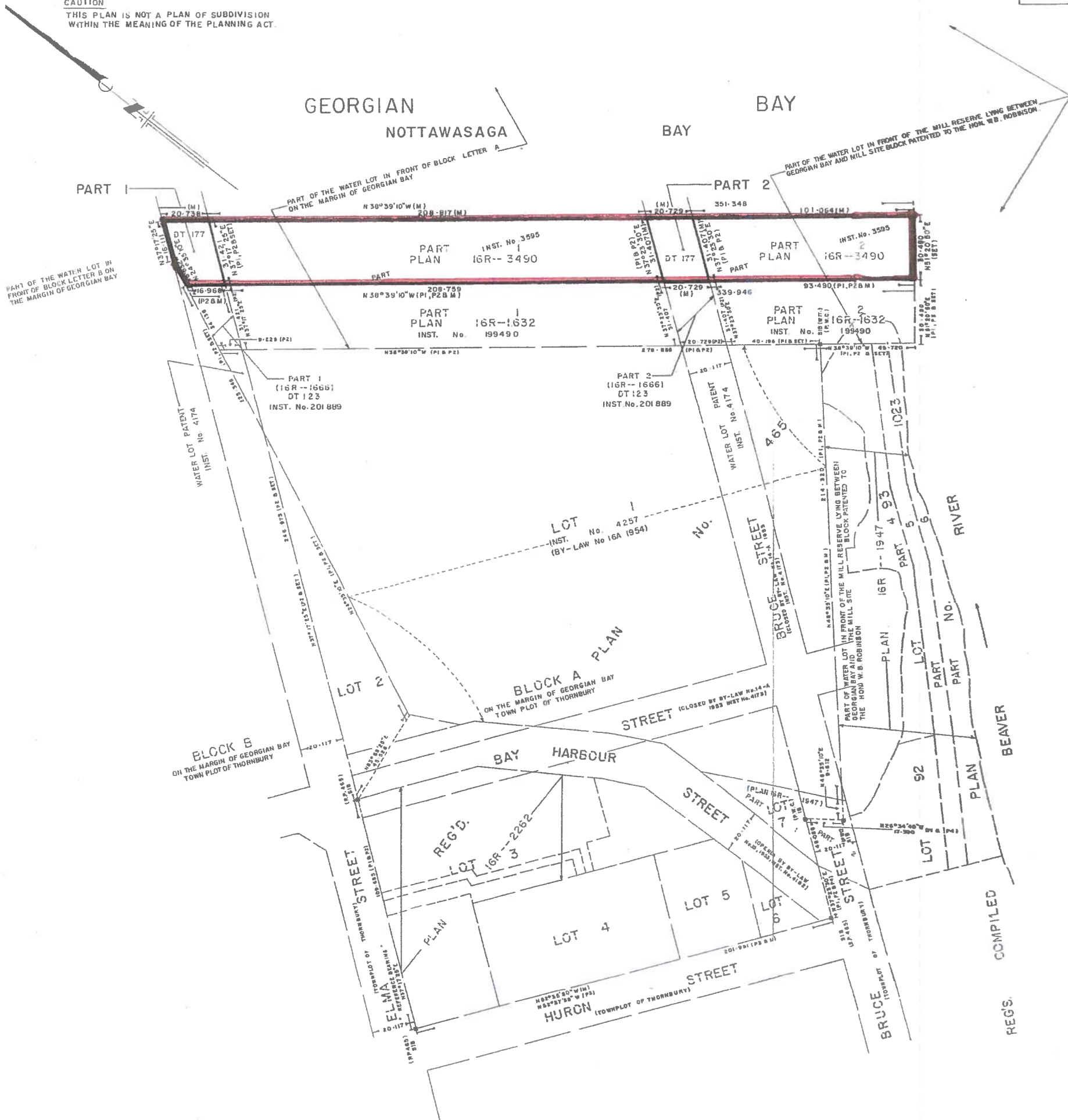
Signature: Paul Shand, Registrar for the Registry Division of Grey North (No 16)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT.

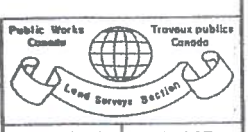
DATE March 9, 1989

Signature: James R. Macdonnell, P.L.S. P.A.T.I.N.G. - SURVEYOR - GENERAL, MINISTRY OF NATURAL RESOURCES

PARTS 1 & 2 - CROWN



ES SURVEY MONUMENT FOUND ES WITNESSE. ES PUBLIC WORKS CANADA. ES PLAN 16R-1632. ES PLAN 16R-1666. ES RP 465. ES PLAN 16R-1947. ES MEASURED.



SCHEDULE "B"

AREA - PART 1 = 0.0604 ha. PART 2 = 0.0632 ha. APPLICANT - CROWN CANADA THE SURVEY REPRESENTED BY THIS PLAN AND FIELD NOTES WAS COMPLETED ON DECEMBER 9, 1987.

SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THIS PLAN AND FIELD NOTES ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY PERFORMED UNDER MY PERSONAL SUPERVISION AND THAT I WAS IN MY OWN PROPER SUPERVISION ON THE GROUND DURING THE PROGRESS OF SUCH SURVEY. JUNE 28, 1989 TORONTO, ONTARIO D. J. MACDONELL ONTARIO LAND SURVEYOR (PUBLIC WORKS CANADA)

42-046 87-167