

Agreement made in Duplicate this 28 day of July, 2022

Between:

The Corporation of
The Township of Selwyn
Hereinafter called "the Owner"

of the First Part

-and-

Otonabee Region Conservation Authority
hereinafter called "the Operator"

of The Second Part

Whereas the Owner wishes to grant to the Operator the right to manage and operate the campground known as the Lakefield Campground, Hague Point, in the Village of Lakefield, upon the terms and conditions herein contained;

Now Therefore The Parties Hereto Agree As Follows:

1.0 Grant Of Rights

1.01 The Owner hereby appoints and retains the Operator to manage and operate the campground known as the Lakefield Campground, Hague Point (the "Campground"), annually between the window of May 1st and October 31st in accordance with the description of operations contained in Schedule "A" hereto and forming part of this agreement, for and during the term of this agreement. The Operator hereby accepts such appointment and agrees for and during the Term to perform, all services and duties which are the responsibility of the Operator pursuant to this Agreement.

Notwithstanding the aforementioned operating year, the Owner hereby grants to the Operator the right to promote and market the Campground on a year round basis throughout the term of this agreement.

The Owner will permit the storage of seasonal trailers between November 1st and April 30th. The Operator will manage the administration of the billing and collection of fees and will retain a percentage of the fees to manage this component, as provided for herein.

The Owner and Operator may negotiate other ancillary services and sales opportunities for profit sharing including, but not limited to:

- Other sales
- Small boat docking
- Watercraft rentals (SUPs, canoes, kayaks)

This profit sharing will be attached as a separate addendum to this agreement and reviewed and updated from time-to-time.

The Operator shall not enter into a third party agreement without the prior written consent of the Owner which may be arbitrarily withheld in the sole discretion of the Owner, save for normal agreements with parties providing services with respect to the operation of the Campground such as garbage removal, snow clearing and other similar services.

- 1.02 The Operator shall operate within the limits as described and attached hereto as Schedule "B", and in accordance with any directions and specifications shown thereon.
- 1.03 The Operator shall operate within the rules and regulations contained in Schedule "C" hereto and forming part of this agreement.

2.0 Term

- 2.01 This agreement shall commence on the 1st day of November, 2022 ending on the 31st day of October, 2027. (i.e. 5-year term)
- 2.02 The parties agree that they mutually agree to extend this agreement in writing, in successive 5-year terms, subject to the same terms and conditions, save and except any new terms and conditions agreed to by both parties.

3.0 Compensation and Profit Sharing

- 3.01 The Operator shall pay base compensation commencing in 2023 in the amount of \$49,890.00 to the Owner.
 - 3.01.1 Each year following 2023, the base compensation will be increased annually by the Ontario Consumer Price Index All-items (CPI), at October, effective January 1st of the following year.
- 3.02 Winter storage – a separate fee will be charged to trailer owners for winter storage. The base winter storage fee for the 2022/2023 winter season will be \$400/trailer. The Operator will manage the administration of the billing and collection of fees and will retain a percentage of the fees billed to manage this component. In addition, the Operator will ensure campers adherence to winter storage requirements as set out in Schedule A attached hereto.
 - 3.02.1 Each year following 2023, the annual winter storage fee will be increased annually by the Ontario Consumer Price Index All-items (CPI), at October, effective January 1st of the following year.
 - 3.02.2 The Operator will manage the collection of the winter storage fees and adherence to winter storage requirements on behalf of the Owner and the Operator shall retain 20% of the total fees billed.
- 3.03 The Owner and the Operator will share in the net profits resulting from the annual Campground operation at a share of 50% ORCA/ 50% Township. Net profits shall be calculated as annual Campground revenue generated by Campground operations (e.g. camping fees, general retail, additional vehicles) less applicable sales taxes, and less costs and expenses incurred by the Operator in the operation and management of the Campground and the Campground washroom, including, without limitation, all contracts to third party service providers, costs of all supplies and equipment, costs of all employees engaged in the operation of the Campground, utility charges for electrical, water, sewer, recycling and waste disposal services with respect to any of the Operator's operations within the Campground.

- 3.04 Ancillary Services and Sales - the Owner and the Operator will negotiate other opportunities for ancillary services and sales and determine profit sharing. These ancillary services and sales will be attached as Appendix 2 to this Agreement.
- 3.05 Payments:
- a) The Operator shall pay 40% of the base compensation and previous year's winter storage compensation on or before August 1st each year; and
 - b) The remaining 60% of the base compensation and previous year's winter storage compensation on or before December 1st each year; and
 - c) Profit sharing per section 3.03 and Ancillary Services and Sales per section 3.04 shall be paid on or before December 1st each year with reconciliation and any adjustments occurring by February 1st of the following year.
- 3.06 During the term of this agreement the Operator shall cause to be kept records of the operation in accordance with generally accepted accounting principles.
- 3.07 The records of the Operator shall be open for review and/or audit by the Owner at all times throughout the term of this agreement.

4.0 General Conditions

- 4.01 The Operator shall operate the Campground in a safe, responsible and courteous manner, and in accordance with the provisions of this agreement including all Schedules attached hereto, including all routine maintenance of equipment and facilities outlined therein.

Specifically the washroom located within the Campground shall be maintained by the Operator at its expense, and shall be available for day users of the Lakefield Beach (including the Day Camp Operator), Lakefield Ball Diamond and Tennis Courts, commonly known as the Douglas Sports Center. Shower facilities are used exclusively by campers of the Lakefield Campground.

The washrooms will be open 24/7 during the operating period for users between the window of May 1st to October 31st.

The Operator acknowledges that the Lakefield Campground is a municipally owned, public facility, and a consistently high standard of services and public relations must be provided by the Operator and its staff at all times.

- 4.02 Notwithstanding paragraph 4.01, the Owner shall perform the work as specifically outlined in Schedule "A" attached hereto, at no expense to the Operator, unless otherwise stated.
- 4.03 The Operator shall furnish any and all materials and equipment necessary for the satisfactory fulfillment of the operations, as specifically outlined in Schedule "A" hereto.
- 4.04 The Operator agrees that, at his expense, all employees of the Operator shall be covered pursuant to the provisions of the Workplace Safety and Insurance Act of the Province of Ontario, or any successor legislation. The Operator shall maintain his or her registration with the Workplace Safety and Insurance Board, or its successor, in good standing, and shall provide to the Owner,

certificate of such registration continuously throughout the term of this agreement.

- 4.05 The Operator shall employ only properly trained, (including OHS, WHMIS, AODA, etc) personnel and shall comply with all fair wage practices and other employment standards prescribed by law. The Operator also that all of its employees shall provide a current and clear police criminal record check, including a Vulnerable Sector screening.
- 4.06 The Operator shall pay all utility charges for electrical, water, sewer, recycling and waste disposal services with respect to any of the Operator's operations within the Lakefield Campground.
- 4.07 The Owner shall pay any property taxes and the Operator shall pay any other taxes, which may be properly assessed for the campground known as the Lakefield Campground.
- 4.08 The Owner shall at all times and for the right of inspection have full and free access to any part of the site as outlined in Schedule "B".
- 4.09 The Owner shall have barrier free access to water, sewer, hydro lines and any other utility services for servicing, repair and/or inspection. The Operator shall ensure that seasonal trailers and permitted structures are located in such manner to ensure that barrier free access to the above noted services is maintained. In the event the Owner requires access, the Operator shall assist with facilitating access to the service. In the event that barrier free access is not maintained and the Owner requires access for servicing, repair and/or inspection, the Owner shall not be responsible for damages, loss, costs and charges related to obtaining access.
- 4.10 The Operator shall at its expense comply with all laws, orders and regulations of all governmental bodies pertaining to the operation of the Campground, but under no circumstances shall the Operator be required to make improvements to the Campground facilities or infrastructure save for normal maintenance contemplated by this agreement.
- 4.11 On or before September 1st each year, the Manager, Conservation Lands Program from ORCA and the Manager of Recreation Services from the Township shall meet to review and discuss annual campground statistics and performance, capital work initiatives and any other issues related to this agreement.
- 4.12 The contact of the Owner throughout the term of this agreement shall be its Manager of Recreation Services. The Operator shall make any requests of the Owner, in detail and in writing, to the attention of the Manager of Recreation Services.

The contact of the Operator throughout the term of this agreement shall be its Manager, Conservation Lands Program. The Owner shall make any requests of the Operator, in detail and in writing, to the attention of the Manager, Conservation Lands Program.

5.0 Cancellation and Termination

- 5.01 Any breach or default of any of the covenants and agreements herein contained or any failure on the part of the Operator to perform in a manner satisfactory to the Owner (including non-payment of compensation in full and on time) may result in the

termination of this agreement by the Owner, provided that the Operator has not remedied such default within 30 days of receipt by the Operator of notice providing details of the default, or such longer period as may be reasonably required to remedy the default.

Upon any such termination, any arrears of compensation owing shall immediately become due and payable and the Operator may be removed from possession with reasonable notice and shall not be entitled to any claim against the Owner for such removal nor to any refund or compensation thereof. Provided, however, that any amount paid or payable by the Operator shall be apportioned to the date of termination and adjusted between the parties as soon as reasonably possible following termination of this agreement.

- 5.02 In the event of damage to the facilities by fire, lightning or tempest which makes repair of the facilities within thirty (30) days impossible, the Owner may terminate this agreement upon written notice to the Operator. Any amount paid or payable by the Operator shall be apportioned to the date of the event.
- 5.03 Either Party may terminate this agreement at the end of any season (October 31st) during the term of this agreement by providing the other party with one (1) year written notice.
- 5.04 Any breach or default of any of the covenants and agreements herein contained or any failure on the part of the Owner to perform in a manner satisfactory to the Operator e) may result in the termination of this agreement by the Operator, provided that the Owner has not remedied such default within 30 days of receipt by the Owner of notice providing details of the default, or such longer period as may be reasonably required to remedy the default.

6.0 Indemnity

- 6.01 The Operator shall defend, indemnify and save harmless the Owner its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent that they arise from or are attributable to negligent acts or omissions or willful misconduct of the Operator, its directors, officers, employees, or those for whom the Operator is at law responsible, in connection the performance of its obligations pursuant to this Agreement, or resulting from any breach of the Operator's obligations pursuant to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Operator in accordance with this Agreement and shall survive this Agreement.

The Operator agrees to defend, indemnify and save harmless the Owner from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Operator's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Operator in accordance with this Agreement, and shall survive this Agreement.

6.02 The Owner shall defend, indemnify and save harmless the Operator its officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising from any occurrence in, upon or at the Campground, to the extent that they are attributable to negligent acts or omissions or willful misconduct of the Owner, its directors, officers, employees, or those for whom the Owner is at law responsible, or resulting from any breach of the Owner's obligations pursuant to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner.

The Owner agrees to defend, indemnify and save harmless the Operator from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Owner's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Owner in accordance with this Agreement, and shall survive this Agreement.

7.0 Insurance

The Operator shall arrange for insurance coverage as described below and the Owner shall be an additional insured under the respective Insurance of the Operator. If there is a significant change in the Insurance, the Owner will be notified of such changes within 30 days of the Operator becoming aware of the said change.

A summary of the insurance coverage is described below:

Automobile Insurance

Coverage: Automobile Liability.

Limit: \$5,000,000
Accident Benefits per Ontario Statutes.

Coverage: Collision

Coverage: Comprehensive

Comprehensive General Liability Insurance

Coverage: The Operator shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$5,000,000 per occurrence.
- b) Add the Owner as an additional insured with respect to the operations of the Named Insured (the Operator).
- c) The policy shall contain a provision for cross liability & severability of interest in respect of the Named Insured (the Operator).
- d) Non-owned automobile coverage with a limit not less than \$5,000,000 and shall include contractual non-owned coverage (SEF 96).
- e) Products and completed operations coverage.
- f) Broad Form Property Damage.
- g) Contractual Liability.
- h) Owners & Contractors Protective.
- i) Hostile fire.
- j) The policy shall provide 30 days prior notice of cancellation.

8.0 Assignment and Subletting

The Operator shall not sublet the premises governed by this agreement or assign the within agreement, or enter into a third party agreement, save as otherwise provided for herein, without the prior written consent of the Owner which may be arbitrarily withheld in the sole discretion of the Owner.

9.0 Notice

Any notice given or required to be given may be given by mail addressed to the other party at its principle place of business and shall be effective as of the date of deposit thereof in the Post Office.

The addresses of the parties for the notice are as follows:

Owner

The Corporation of the Township of Selwyn
P.O. Box 270
Bridgenorth, Ontario
K0L 1H0
Attention: Township Clerk

Operator

Otonabee Region Conservation Authority
250 Milroy Drive
Peterborough, Ontario
K9H 7M9
Attention: CAO/Secretary-Treasurer

10.0 Unavoidable Delay

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, a pandemic or other similar health emergency, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Further, in the event that any unavoidable delay results in the closure of the Campground for any period in excess of one week, then the base compensation payable by the Operator to the owner shall be adjusted on a pro-rata basis and shall be reduced in order to account for any such period of closure. Any reduction would be contingent on their fees also being reduced.

Schedule A

1. Nature of Operations

1.1 Camping Operations

Camping Window of Operation – May 1st to October 31st

The Operator will be permitted to operate the following camping activities during the camping window.

A total number of 125 designated camp sites are available for camping activities.

Area 1 - Seasonal – Water, Sewer and Hydro (30 AMP) – 54 sites

Area 2 - Seasonal – Water and Hydro (30 AMP) – 26 sites

Area 3*- Seasonal/Transient - Water and Hydro (30 AMP) – 45 sites

*Area 3 will be transitioned to transient camping. As of the 2023 camping season, any existing seasonal campers will be permitted to remain as a seasonal camper in Area 3 until such time as they cease their seasonal permit or move to Seasonal Area 1 or Area 2 at which time the site will become a transient camping site.

Area 4 - Transient - Unserviced tent camping – 11 tent camping sites can be used for transient camping.

Winter Storage (November 1 to April 30)

During the period of November 1st to April 30th, there will be no camping/occupancy permitted. Permitted storage activities at each site will include winter storage of trailers, a deck and a shed. No additional items may be stored including camping incidentals such as chairs, tables, canoes unless these items can be stored within the trailer, deck or shed.

1.2 Marshland Centre

The Owner retains all rights to the Marshland Centre building and access and egress thereto. The parking lots adjacent to the Marshland Centre and the Gatehouse are incidental to the operations of the Marshland Centre and park and picnic areas and as such will be available for use in common by the Owner and the Operator. The parking lots shall not be used for any storage purposes by the Operator.

2. Maintenance Requirements

The following outlines the responsibility of seasonal and ongoing maintenance whether it be Operator or Owner.

2.1 Basic Maintenance Responsibilities

The basic maintenance responsibilities shall relate to the following amenities and facility areas;

- a) campground roadways
- b) campsites
- c) grounds/turf areas
- d) beach
- e) campground administration building – including washrooms
- f) utilities

- all repairs to connections and Disconnections (Operator side) *
- sewage pump outs *
- telephone and utility billings *
- collection and disposal of refuse *
- collection and disposal of recyclables *
- maintenance of all refuse and recycling receptacles *

2.1.g	Picnic Tables	Operator	Owner
	- 125 provided for sites		*
	- replacements as required		*
	- minor repairs	*	
2.1.h	General	Operator	Owner
	- campground security services	*	
	- advertising	*	
	- promotion	*	*
	- signage	*	

Schedule B

1.0 Location

1.1 **Location** – Village of Lakefield
See map below.

1.2 Location – Specific

The Lakefield Campground is located within Hague Point in the Village of Lakefield. Hague Point is a peninsula that borders Lakefield Marsh, a Class One significant wetland to the north west, Katchewanooka Lake to the north and east, and the Otonabee River to the east and south.

The Campground is surrounded by a buffer zone along the waterfront that allows for passive use of the Lakefield Trail, a linear trail network. Other amenities include a public beach, shuffle board courts, a playground, shade shelter and green space. The Campground is located adjacent to municipal tennis courts and municipal ball park.

The Marshland Centre is not included as part of the Campground operation. It may be available for rental by contacting the Township representative for booking information.



Schedule C

The Operator shall develop Rules and Regulations related to camping operations. At a minimum, the following rules will be implemented and adhered to.

1. General Trailer Rules

Max Trailer Size - Recreational Trailer and Camp Site Coverage

- Seasonal trailers as existed as of November 1, 2022 may remain on the campsite of the registered trailer owner for the duration of the trailer owner's occupation on the registered site.
- New seasonal trailers (new trailer owner or existing trailer owner who is replacing a trailer as existed on November 1, 2022) must adhere to the maximum trailer size for the respective site as determined by the Operator.
- "Park Model Trailers" designed and constructed in conformance with CAN/CSA-Z241 **are prohibited**

Trailer Sales – trailers may be listed for sale, however seasonal camping site permits **are not transferrable**. Seasonal permits expire every year (Oct. 31st) and are renewed annually i.e. the sale of a seasonal trailer in combination with a seasonal trailer site **is not** permitted.

Trailer Age – there is no restriction on the age of a trailer, however trailers must be maintained in good condition.

2. Pets must be kept on a leash at all times and under the care and control of pet owners on campsites and in all other areas. Stoop and scoop is required at all times. Pet owners to follow applicable Township Animal Control By-laws. No pets (exception of service animals) are permitted in the swimming area.
3. Campfires must comply with the Township's applicable Open Air Burning By-law. Generally, no unattended fires, no fire during a Burn Ban, maintain appropriate fire distance from other combustibles, max fire size (3 feet/1 metre), burn clean, dry wood etc...
4. Individual trailer owners are not permitted to use fireworks or fire crackers.
5. Accessory buildings, structures, fixtures and, alterations are not permitted on sites. These include items such as sunrooms, add-ons, landscaping, light fixtures, and gazebos (hard top).

Decks are permitted and must comply with the deck specification as noted in **Schedule D**. Permission to install a deck is required and if necessary subject to obtaining a building permit.

Sheds are permitted. The base of the shed not to exceed 3'-7" wide, 7'0" long and 7'6" high. One shed is allowed per site. The Operator will approve the location of the shed on each site.

Any existing non-compliant structures/site alterations/landscaping features must come into compliance no later than October 31, 2023, otherwise the winter storage permit will not be issued commencing November 1, 2023.

6. In all cases The Operator/Owner shall have a barrier free access to water, sewer and hydro lines. The trailer owner shall make every attempt to avoid erecting any structures over said services and if required the trailer owner shall be responsible to provide such access. Services and utilities (water, sewer, hydro, etc..) must not be altered in anyway. Any issues must be reported to the Operator.
7. Sites must be kept free of garbage, recycling, and debris. Campers must sort garbage and recyclables and seasonal campers must use clear garbage bags. No refrigerators may be stored outdoors.
8. Two vehicles permitted per site.
9. One dining tent/portable canopy tent is permitted per site (folding type – no hard top type). These tents must be stored in the winter in the trailer or shed or taken off site.
10. Grass areas are to be maintained and cut by seasonal trailer owners.
11. All seasonal trailer owners must provide proof of insurance.
12. Campers are responsible for ensuring that the trailer and related equipment fitted with a water and wastewater system is functioning properly and not discharging wastewater or water. Approved portable holding tanks with proper connections are required.
13. Wastewater/sewage must be properly disposed of at the designated pump out station. The use of the pump out station is restricted to campers, i.e. members of the general public are not permitted to use the pump out station.
14. No Off Road Vehicles (ORV), dirt bikes, golf carts, or other motorized equipment permitted.
15. No person shall consume alcoholic beverages except on campsites. The consumption of alcohol in any public area is prohibited.
16. No person shall be in possession of discharge any type of firearm as set out in the Township's Firearms By-law.
17. Campers will be required to sign an attestation to verify that the Rules and Regulations have been read, understood and will be followed and that failure to do so may result in termination of a Camper's rental.
18. The Operator will develop Rules and Regulations to include these minimums and shall provide the Owner with a copy which will be appended to this agreement as Appendix 1.
19. The Owner will develop Rules and Regulations for Winter Storage use, including a Winter Storage Agreement, which will be appended to this agreement as Appendix 3.

Schedule D
Construction Specifications and Regulatory Requirements for the
Construction of Decks
Within the Lakefield Campground

1. Definitions

- a) Deck:- must be built so it is capable of being moved or relocated manually to another location if required manually, and shall not exceed 100% of the length of the main unit, or 10 feet in depth and at an elevation no higher than 24" above grade.
- b) No permanent canopies of any kind, extending from the unit, whether or not they cover a deck are permitted.

2. General

- a) No deck or other landscaping features (walkways, patios etc..) shall be erected unless approval has been granted by The Operator.
- c) Decks are to be built in accordance with the definition above.
- d) No deck shall be constructed closer than 10 feet from the neighbouring structures.
- e) When locating the deck or other landscaping features, regard shall be had for the location of the underground services. Every attempt shall be made to avoid erecting the deck over said services.
- f) Only one deck per trailer site is permitted.
- g) No patios, walkways or steps may be located on any site unless same are capable of being removed if required.

3. Construction

- a) Decks to be constructed in accordance with the regulatory provisions of the Ontario Building Code and where necessary subject to a building permit.
- b) Decks shall be supported on the ground or in a non-permanent fashion i.e. not affixed to the trailer.

Appendix 1

Operator's Rules and Regulations

Properties owned and operated by the Otonabee Region Conservation Authority are regulated under the Conservation Authorities Act, R.S.O. 1990, CHAPTER C.27, R.R.O. 1990, REGULATION 128 CONSERVATION AREAS – OTONABEE REGION. The terms and conditions below are deemed as notice of the permitted or prohibited activities in accordance with the Trespass to Property Act, R.S.O. 1990, CHAPTER T.21. Other federal, provincial, and municipal laws may apply.

Seasonal Camping Permit Terms and Conditions:

- A completed Seasonal Camping Agreement must be authorized and all seasonal camping fees paid in full before any person shall be issued a Seasonal Camping Permit to occupy the specified Seasonal Campsite. Access will be denied to any seasonal camper who has not paid their fee.
- Seasonal Campsite occupancy shall only be within the specified operating season. No person shall occupy or make other use of a Seasonal Campsite as specified in the agreement and on the issued Seasonal Camping Permit.
- Seasonal Camping Permits are **not** transferable.
- Person named as the Seasonal Camping Permit holder must occupy the campsite designated in the permit.
- All Seasonal Campsites without an authorized Winter Storage Agreement in place must be vacated and left in a clean condition by the end of normal business hours on the final day of the occupancy period as specified in the agreement and on the issued Seasonal Camping Permit.
- Otonabee Conservation may terminate a Seasonal Camping Permit due to changes in the length of the operating season by providing fourteen (14) days written notice. The Permit holder is entitled to a refund of unused camping fees according to a schedule prepared for that purpose.
- The minimum term of a Seasonal Camping Permit shall be 90 days. The Seasonal Camping Permit holder may withdraw from the agreement by providing seven (7) days written notice and is entitled to a refund of unused camping fees according to a schedule prepared for that purpose.

Site occupancy:

- A maximum of six people, or greater number, if they are a single family of parents and their children, are permitted to occupy a campsite.
- A Seasonal Camping Permit allows for one camping trailer or one camping-purpose vehicle per campsite. The Campground Supervisor or designated staff may refuse entry or instruct the removal of any such trailer, vehicle or other item of equipment deemed **not** suitable to the purpose of camping.
- Tents for camping or dining may be placed on the campsite. The Campground Supervisor or designated staff may limit the number of tents placed on a site.
- A Seasonal Camping Permit allows parking for up to two vehicles per campsite. Additional parking is available in the visitor parking lot. A camping-purpose vehicle shall **not** be permitted as an additional vehicle.
- The Seasonal Camping Permit holder is responsible for the conduct of any person who resides on the Permit holder's site, including registered occupants, day visitors, or overnight guests.
- Minors (persons under 19 years of age) are **not** permitted to stay overnight unless accompanied by an adult.
- Visitors must leave the campground by 10 p.m.
- Overnight guests are permitted, subject to the occupancy limit of six persons per site. Overnight guests are subject to any admission, camping, parking or other applicable fees that may be in place.
- The Campground Supervisor or designated staff hold authority to limit the number of permitted visitors on a campsite. Visitors are subject to any admission, parking, or other applicable fees that may be in place.

Site maintenance:

- Seasonal Campsites must always remain in a clean and sanitary condition throughout the occupancy period as specified in the agreement and on the issued Seasonal Camping Permit.
- Only equipment designed and intended for the purpose of camping or similar outdoor recreational activity may be placed on a campsite.
 - Landscaping, excavation or any other physical alteration to a campsite is **not** permitted.
 - Construction of patios, walkways or steps on a campsite are **not** permitted.
 - Outdoor storage or placement of refrigerators, freezers, or any other appliance except for propane or charcoal-fueled barbecues is **not** permitted on a campsite.
- Construction, placement, usage or maintenance of anything that may pose an undue hazard or danger to any person on a campsite is **not** permitted. The Campground Supervisor or designated staff may direct that anything that is or may be deemed to be a hazard, danger or inappropriate be immediately repaired or removed.

Sheds

- Each campsite is permitted one storage shed and is subject to a maximum footprint of 3'-7" wide, 7'0" long and a maximum height of 7'6". Before placement of storage sheds they must be approved by the Campground Supervisor or designated staff.

Decks

- Each campsite is permitted one deck. A deck must **not** exceed 100% of the length of the main trailer unit, or 10' in depth, or at an elevation greater than 24" above grade. Before the construction of a deck, it must be approved by the Campground Supervisor or designated staff.
- Decks must be supported on the ground or a non-permanent fashion and must be capable of being moved or relocated manually to another location if required.
- Decks must **not** be constructed closer than 10 feet from the neighbouring structures.
- Permanent canopies of any kind, extending from the trailer unit are **not** permitted.
- Decks must be constructed in accordance with the regulatory provisions of the Ontario Building Code and where necessary subject to a building permit.
- Underground services must be identified before deck construction to avoid erecting the deck over said services.

Liquid Waste management:

- Sewage, wastewater and grey water, must be deposited at designated disposal area.
- Transient camper's may use the disposal station subject to payment of the applicable fee.
- Seasonal campers will receive:
 - one pump-out service per week conducted by a third party provider. Costs for this service will be included in the seasonal fee.
 - own use of portable disposal unit (unit(s) will be supplied and available for campers to dispose of waste using a portable unit and disposing at the designated disposal area)
- All campers are solely liable for any clean-up, restoration, or other costs incurred as the result of the failure or improper operation of a sewage or wastewater system they keep or maintain in the campground.
- The use of the designated disposal area is restricted to campers, i.e. members of the general public are not permitted to use the disposal station.

Waste and Recycling management:

- All garbage, and recyclable materials must be deposited at designated disposal areas.
- Campers must sort garbage and recyclables and must use clear garbage bags.
- Sites must be kept free of garbage, recycling, and miscellaneous debris.

Animals:

- Animals other than a dog or cat are **not** permitted.
- Animals must be secured by a leash that is no more than two metres long.
- Animals are **not** permitted to enter water designated for swimming, wading and bathing, a designated beach area, washroom or gatehouse buildings, any other place as posted or designated by the Campground Supervisor.
- Animals are **not** permitted to make excessive noise or disturb other visitors.
- Stoop and scoop is required at all times. **Please clean up after your pets.**
- The Campground Supervisor or designated staff may direct that any animal that is deemed, or may be detrimental to the operation of the campground be removed. Any animal removed will **not** be permitted to return to the premises.
- Pet owners shall follow applicable Township Animal Control By-laws.

Noise

- Use of sound systems, media devices, and other loud equipment is **not** permitted after 10:00 p.m.
- Quiet time is in effect from 12:00 a.m. midnight until 8:00 a.m. **No excessive noise is permitted at any time.**

Alcohol

- Possession and consumption of alcoholic beverages is restricted to your campsite. **Please Drink Responsibly.**
- Otonabee Conservation may at its discretion implement an alcohol ban if deemed necessary. While in effect any such ban shall also apply to Seasonal Camping Permit holders.

Campfires/firewood

- Campfires are only allowed in the fireplace provided at the campsite.
- Ensure that the fire does **not** exceed 92 centimeters (3 feet, maximum) in all directions.
- Campfires must **not** be left unattended.
- Please ensure that the campfire has been completely extinguished before leaving the campsite.
- Campfires are subject to further restrictions or prohibitions as required by local burning bylaw.
- The removal or cutting of living or dead trees for any purpose including foraging for deadfall is **not** permitted.
- Burning of only firewood is permitted. Materials **not** permitted to burn include wooden pallets, construction materials, garbage or similar items. The Campground Supervisor or designated staff can remove any material **not** permitted for burning from a campsite.
- Firewood must be stored neatly at the back of the campsite.

General

- Motor vehicles must remain on designated roadways.
- Motor vehicles must **not** exceed 20 km/h posted speed limit unless otherwise posted. No person shall, in the conservation area, or deface, remove or damage any property;
 - cut, remove, injure or destroy any plants, trees, shrubs, flowers or other growing thing;
 - remove or destroy any soil or rock;
 - use abusive, insulting or threatening language, or make excessive noise or disturb other persons;

- kill, trap, pursue or disturb a wild bird, reptile or animal;
 - possess or ignite fireworks;
 - possess, shoot, discharge or use a spring gun, air gun, firearm, slingshot or any archery equipment;
 - conduct public events, public performances, public meetings, or bring equipment for public entertainment;
 - operate an all-terrain vehicle, an off-road vehicle or a motorized snow vehicle.
- All power assisted low speed vehicles are prohibited (e.g., off road vehicles, riding lawnmowers, golf carts) with the exception of assistive devices specifically designed to improve mobility.
- Otonabee Conservation and/or the Township of Selwyn assume(s) no liability whatsoever for trailers and their contents, or any other property on a campsite, while at Lakefield Campground. The Seasonal Camping Permit holder agrees to indemnify Otonabee Conservation and the Township of Selwyn, their officers and employees, against claims resulting from loss or damage to property or injury to any person arising out of the use of its facilities.

Otonabee Conservation reserves the right to revoke permits, prohibit entrance or evict anyone contravening any terms stated above or whom Otonabee Conservation deems to be detrimental to the area or a threat to the safety of visitors. Otonabee Conservation staff are authorized to enforce the applicable regulations. No obligation of refunds.

Appendix 2 – Ancillary Services

In accordance with Section 3.04 of the Operating Agreement related to the Lakefield Campground, the Owner and the Operator can negotiate other opportunities for additional ancillary services and sales, determine the profit sharing ratio as well as any other terms.

The Owner and the Operator agree to the following ancillary services and sales commencing 2023:

a) Small Boat Docking

- maximum boat size permitted 20'
- no winter boat and trailer storage
- spring/summer boat trailer storage is permitted for those boaters that have a have seasonal slip. An area will be designated for this storage.
- rentals for registered Campers only

The Owner will:

- provide up to 24 docks for Campers of the Lakefield Campground
- be responsible for future replacements as required
- be responsible for annual spring/summer installation (including repairs such as new deck boards etc..) and fall/winter storage including

The Operator will:

- be responsible for minor repairs during the Operating season (deck boards, cleats etc...)
- be responsible for regular monitoring of the docking system to ensure docks are in good repair
- be responsible for promotions, rentals and rental fee collection

b) Small Watercraft Rentals

- Canoe and Kayak rentals
- Rentals for all members of the public, including registered Campers

The Owner will:

- provide up to 6 kayaks and 6 canoes along with corresponding paddles and lifejackets of a variety of sizes
- be responsible for future replacements as required

The Operator will:

- be responsible for minor repairs and regular monitoring of the equipment to ensure that the equipment is maintained in good repair
- be responsible for storage of the equipment during the rental period as well as winter storage
- be responsible for promotions, rentals and rental fee collection

c) Profit sharing

In consideration of the Owner's initial capital investment with respect to items a) and b), the Owner shall retain 75% of the gross profits and the Operator shall retain 25% of the gross profits commencing in 2023 for the duration of the term of the Agreement and up to a total period of 15 years (in the event of future agreement renewals).

d) The Owner and the Operator will review the ancillary service arrangements from time to time to determine the viability of existing services/sales and potential new services/sales.

e) Any amendments to Appendix 2 will be agreed to in writing by the designated staff identified in Section 4.12 of the Agreement. These amendments will be updated on Appendix 2 noting the description of the service/sale, profit sharing and any other agreed to terms.

Appendix 3 – Winter Storage Rules and Regulations

Winter Storage (November 1 to April 30):

- Payment of Winter Storage Fee and authorized Winter Storage Agreement are required by October 1st. An additional late fee of \$25.00 per month will be added to unpaid storage fees.
- The Operator will collect the Winter Storage Fees and Agreements on behalf of the Owner in accordance with Section 3.02 of the Operating Agreement.
- Permitted storage activities at each site will include winter storage of trailers, a deck and a shed.
- Winter storage fees hold the camp site for the following season regardless of items left stored on the site.
- Camping units may **not** be used for accommodation during this period.
- All campsite utilities can be disconnected at any time after the Monday of Thanksgiving Weekend.
- No additional items shall be stored on a campsite unless items can be stored within the trailer, deck or shed, example: chairs and tables and canoes/kayaks.
- Dining tents or portable canopy tents must be stored in the trailer or shed
- No motorized boats or boat trailers may be stored during this period.
- Seasonal campers wishing to access their camping unit during the Winter Storage period may do so for the purposes of inspecting the unit (walk-in only).
- **A campsite will be deemed abandoned if a seasonal camper has not paid applicable fees by March 31st of the year following applicable payment.** If deemed abandoned, the trailer and all site contents will be towed at the site holder's expense to a secured compound where it will be held according to the impound companies' policy on length of storage time. If not claimed by the owner and/or the outstanding balance and storage fees are not paid within the storage period, the trailer will be liquidated to cover its costs, including unpaid fees and staff time. Any unpaid accounts will be forwarded to a collection agency.
- The Winter Storage Agreement is noted below and with relevant dates and rates updated annually:

Lakefield Campground - Winter Storage Agreement

Due October 1 st annually	Check Applicable
Trailer (includes shed and/or deck)	
Shed and/or deck (only)	

Site Holder: _____ Site #: _____

Address: -

Phone #(s): _____ Email: _____

Type of Trailer: _____ Plate #: _____

General Terms & Conditions

- 1) The trailer and/or shed and deck are permitted to remain on site for the winter months, November 1st to April 30th subject to completion of a signed agreement and fee payment.
- 2) Permitted storage activities at each site will include winter storage of trailers, a deck and a shed. No additional items may be stored including camping incidentals such as chairs, tables, canoes unless these items can be stored within the trailer, deck or shed. **Note: during the 2022/2023 transition period non-compliant structures are permitted to be stored.** Commencing on November 1, 2023 only compliant structures are permitted to be stored.
- 3) No motorized boats or boat trailers are permitted to be stored (commencing Nov. 1, 2022).
- 4) Site holder is responsible for winterizing their own unit.
- 5) The Township will not be responsible for maintaining or keeping roads or storage area clear of snow.
- 6) Site holder will be solely responsible for insurance covering any theft or damage whatsoever while in storage (i.e. snow, wind, fire, malicious damage, etc.) and shall maintain liability insurance.
- 7) The Township grants permission to the site holder to enter the campground area during the storage period for the purpose of inspecting the unit. There is no occupancy/use permitted during the winter storage period.
- 8) The Operator will determine the Camping Period (opening and closing dates).
- 9) Trailers must be removed by April 30th if not returning for the upcoming camping season, and the Operator must be informed.
- 10) Late Fees: \$25.00/month late fee will be added to unpaid storage fees commencing November 1st. If fees remain unpaid at March 31st, the trailer will be deemed to have been abandoned and will be removed from the site as per the Rules & Regulations.

Please indicate your acceptance of these terms and conditions by signing below. Return this form with payment to the Otonabee Region Conservation Authority, 250 Milroy Drive, Peterborough, Ontario, K9H 7M9.

I, the undersigned, hereby agree to comply with all the provisions, terms, and conditions stated above.

Signature of Site Holder

Date: _____

Payment received & processed by:

ORCA representative

Date: _____