



CORPORATION OF THE TOWNSHIP OF PRINCE- SPECIAL MEETING- MARINA
AGENDA
January 31, 2022
6:30 PM
COMMUNITY HALL

Prince Township is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/85616788966?pwd=MU0zVGp1SlhNRmpWVzVZNFkaWYvdz09>

Meeting ID: 856 1678 8966

Passcode: 785342

1. Call to Order
2. Approve Agenda
3. Disclosure of Pecuniary Interest
4. Staff Reports
 - a) CAO report on Marina
(Attachments include Fisheries and Oceans Canada Mandate, Small Craft Harbours Program information) 19 pgs .
5. Adjournment



ADMINISTRATIVE REPORT

Date: January 27, 2022	Date Presented: January 31, 2022
Prepared By: Mary Lynn Duguay	Department: CAO/Clerk/Treasurer
Subject: Gros Cap Marina	

Background

The Township signed an agreement with the Minister of Fisheries and Oceans regarding assuming management of the Gros Cap Marina.

Fisheries and Oceans Canada has a mandate which includes:

- Sustainably managing fisheries and aquaculture.
- Working with fishers, coastal and Indigenous communities to enable their continued prosperity from fish and seafood.
- Ensuring that Canada's oceans and other aquatic ecosystems are protected from negative impacts.
- Ensuring commercial vessels and recreational boaters can safely navigate our waters.
- Being there to save lives and protect our environment when emergencies arise.

We have agreed to manage the marina in accordance with the Small Craft Harbours program. This is a nationwide program run by Fisheries and Oceans Canada. It keeps the harbours that are critical to the fishing industry open and in good repair. The program operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

Request

In order to manage the marina, the Township must prepare procedures, policies and a fee schedule prior to opening the Marina in May of this year. Fisheries and Oceans Canada has made this time sensitive request:

"We're really hoping for a strong letter in support of commercial fishing/Indigenous fishing at Gros Cap."

They are meeting with Chief Sayers of Batchewana First Nations and would like this letter in order to ensure that the Township of Prince has full intentions of

managing the facility in accordance with Fisheries and Oceans Small Craft Harbour Program.

Financial Implications

We must pay an annual rental fee of the lessor of \$500 plus taxes or 20% of gross revenue plus taxes.

We must set a fee schedule which will allow us to recover costs, not in order to generate excess revenue.

We must develop policies and procedures, post these policies and procedures, as well as ensure that they are followed. At the same time, we must ensure that we follow the Oceans Act, Fisheries Act, Species at Risk Act, Coastal Fisheries Protection Act, Canada Shipping Act and Fishing and Recreational Harbours Act. We must also maintain accounting records of revenues and expenses related to the Marina and report on them yearly.

We must maintain the marina in good repair as per the agreement.

Social Implications

Prince Township desires to foster an open, positive relationship with our Indigenous neighbours and residents. We value their rights and respect this relationship.

Recommendations

Pass a resolution which directs staff to send the attached letter to Fisheries and Oceans Canada and Batchewana First Nations ensuring them that the management of Gros Cap Marina will follow the guidelines set out in the Small Craft Harbours Program and honour any established mandates of this program as well as respect the rights of Indigenous commercial fishermen.



The Corporation of the Township of Prince

3042 Second Line West,
Prince Township, Ontario P6A 6K4

Phone 705-779-2992 Fax 705-779-2725

Mayor: Ken Lamming

CAO/Clerk-Treasurer: Mary Lynn Duguay

Batchewana First Nations

January 31, 2022

Chief Sayers and members of Batchewana First Nation Band Council,

Prince Township has taken over management of Gros Cap Marina as of 2021.

The Council of the Corporation of the Township of Prince would like to take this opportunity to ensure you that the management of Gros Cap Marina Harbour will be conducted according to the Small Craft Harbours program of Fisheries and Oceans Canada.

We respect the departmental priorities and commitments mandated by Fisheries and Oceans Canada and will continue to work with our Indigenous partners to better integrate traditional knowledge into planning and policy decisions as well as advance consistent, sustainable and collaborative fishing arrangements with Indigenous and non-Indigenous fish harvesters.

We are open to communication regarding any concerns and will do whatever we can to answer any questions that you may have.

We look forward to the opportunity to work together in order to offer marina services to our residents and residents of neighbouring communities.

Meegwetch
Thank you,

Ken Lamming, Mayor
Representing the Council of the Corporation of the Township of Prince

Cc Fisheries and Oceans Canada

Mandate and role

Canada has an abundance of freshwater and marine and coastal areas that are ecologically diverse and economically significant. Fisheries and Oceans Canada and the Canadian Coast Guard manage Canada's fisheries and safeguard its waters by:

- sustainably managing fisheries and aquaculture
- working with fishers, coastal and Indigenous communities to enable their continued prosperity from fish and seafood
- ensuring that Canada's oceans and other aquatic ecosystems are protected from negative impacts
- ensuring commercial vessels and recreational boaters can safely navigate our waters
- being there to save lives and protect our environment when emergencies arise

Fisheries and Oceans Canada and the Canadian Coast Guard work in over 400 locations across Canada on 4 core responsibilities.

Fisheries

We protect and manage Canada's fisheries, including aquaculture, and support Indigenous participation in fisheries. We also ensure our national network of harbours is open and in good repair.

Aquatic ecosystems

We protect our oceans, freshwater and aquatic ecosystems and species from the negative impact of humans and invasive species. We achieve this through sound science and in collaboration with Indigenous communities.

Marine navigation

We maintain waterways year-round so they are safely navigable by mariners and all Canadians.

Marine operations and response

Our Coast Guard fleet, in collaboration with Indigenous communities, responds to maritime incidents, such as search-and-rescue and environmental emergencies.

We use science-based decision-making, engage with Canada's Indigenous Peoples and rely on the Canadian Coast Guard fleet as a platform for our on-water activities.

For a detailed inventory of programs and services that support these core responsibilities, see our [Departmental Results Framework and Program Inventory](#).

Departmental priorities and mandate commitments

Fisheries and Oceans Canada is responsible for meeting Government of Canada priorities and our departmental mandate commitments, which are outlined in our Minister's [Mandate Letter](#). These priorities include protecting Canada's 3 oceans and waterways, ensuring they remain healthy for future generations and providing economic opportunities to Canadians and coastal communities.

In particular, our department will support the Minister to:

- work to support sustainable, stable, prosperous fisheries through the continued implementation of the modernized *Fisheries Act*, which restores lost protections, rebuilds fish populations and incorporates modern safeguards

- continue the development of a comprehensive [Blue Economy Strategy](#) with the support of other departments and in consultation with provinces and territories, Indigenous Peoples and business stakeholders
- work in close collaboration with stakeholders to implement the [Pacific Salmon Strategy Initiative](#) and to make new investments and develop a conservation strategy to restore and rebuild wild Atlantic salmon populations and their habitats
- continue to work with the Minister of Environment and Climate Change and partners to ensure we meet our goals to conserve 25 per cent of Canada's lands and waters by 2025, and 30 per cent of each by 2030
- continue to protect and restore Canada's oceans and coasts by:
 - renewing and expanding the [Coastal Restoration Fund](#) to restore aquatic habitats;
 - expanding the [Ghost Gear Program](#) to continue efforts by fishers and others to clean up lost and abandoned fishing gear and ocean plastics;
 - supporting community shoreline and oceans plastic cleanup efforts; and
 - continuing to implement commitments made under the [Oceans Protection Plan](#), and support the Minister of Transport in launching the next phase of the plan
- work with Indigenous partners to better integrate traditional knowledge into planning and policy decisions
- advance consistent, sustainable and collaborative fisheries arrangements with Indigenous and non-Indigenous fish harvesters
- make new investments in coastal and ocean areas that have a high potential to absorb and store carbon, like tidal wetlands, seagrass meadows and riparian habitats
- modernize the [Oceans Act](#) to explicitly consider climate change impacts on marine ecosystems and species in regional ocean management and create a national, interdisciplinary working group focused on climate-resilient ocean conservation planning
- expand climate vulnerability work to better inform marine conservation planning and management
- continue working with the province of British Columbia and Indigenous communities on a responsible plan to transition from open net-pen salmon farming in coastal British Columbia waters by 2025 and work to introduce Canada's first-ever [Aquaculture Act](#)
- continue working with the Minister of Public Services and Procurement, with the support of the Minister of Innovation, Science and Industry, to renew the Canadian Coast Guard fleet, advance the shipbuilding industry, including the process to add a third Canadian shipyard as a strategic partner to the [National Shipbuilding Strategy](#).
- continue to support improvement in Small Craft Harbours and work to ensure our investments in harbours are resulting in climate-resilient infrastructure that serves the needs of the fishing industry and local residents
- work with the Minister of Public Safety, the President of the Queen's Privy Council for Canada and Minister of Emergency Preparedness, the Minister of Transport and the Minister of Health, among other colleagues, to ensure the Government of Canada continues to be prepared to proactively mitigate, and respond to, emerging incidents and hazards
- [Supplementary Mandate Letter \(January 15, 2021\)](#)

Key legislation

Our department's work is supported by the following key pieces of legislation:

- [Oceans Act](#), which:
 - authorizes the Minister to plan activities affecting estuaries and coastal and marine waters
 - establishes the Minister's responsibility for coast guard services and marine science services, such as the Canadian Hydrographic Service's nautical charts and publications
- [Fisheries Act](#), which provides broad powers to the Minister for the proper management and control of commercial, Aboriginal and recreational fisheries, as well as aquaculture operations
- [Species at Risk Act](#), which allows us to protect and promote recovery of aquatic species at risk

- *Coastal Fisheries Protection Act*, which regulates access by foreign fishing vessels to Canadian ports and Canadian fisheries waters. The act gives the Minister the power to issue licences authorizing foreign fishing vessels to enter Canadian fisheries waters to engage in specified fisheries-related activities
- *Canada Shipping Act, 2001* which is led by Transport Canada and sets out the Canadian Coast Guard's responsibility for search and rescue and lighthouses, including lights, signal buoys and beacons
- *Fishing and Recreational Harbours Act* which provides authority to the Minister over the use, management and maintenance of harbours listed in Schedule I of the act, including the power to undertake projects and to lease scheduled harbours to any person

Date modified:

2021-12-23

Small Craft Harbours program

Small Craft Harbours is a nationwide program run by Fisheries and Oceans Canada (DFO). More than 5,000 volunteers assist the program annually. It keeps the harbours that are critical to the fishing industry open and in good repair. The program operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

About the program

Small craft harbours are crucial to the fishing industry, and by extension, the Canadian culture and economy. As of September 2018, the program is responsible for 1,008 harbours, including 882 fishing harbours and 126 recreational harbours. Together, these harbours represent over 10,000 structures valued at approximately \$5.6 billion.

Small Craft Harbours is a decentralized program. The headquarters used to be in Ottawa but now since April 1st, 2018, the headquarters is located in Moncton, New Brunswick.

Objectives

Our goal is a sustainable national network of safe and accessible harbours that are:

- fully operated
- in good working condition
- managed and maintained by self-sufficient harbour authorities who represent the interests of users and communities

Approach

To fulfill its mandate, the program:

- maintains a network of harbours which are essential to the fishing industry
- supports harbour authorities in managing the day-to-day operations of commercial fishing harbours
- transfers the ownership of non-essential harbours and recreational harbours to other levels of government or not-for-profit organizations
 - this allows public access to the transferred facility

Harbour maintenance

The program's primary responsibility is to ensure core fishing harbours are kept open and in good repair. Core harbours references those owned by the DFO that are:

- managed by harbour authorities
- critical to the fishing and aquaculture industries

Of the 1008 small craft harbours, 678 are considered to be core harbours with the remaining 330 classified as non-core harbours.

Divestiture

The program aims to transfer ownership of designated harbours to a third party, such as those that are:

- derelict
- low activity
- recreational

This allows us to focus our efforts and investments on harbours that are critical to the fishing industry.

Process

We provide the necessary harbour repairs and environmental cleanup prior to a transfer or a comparable grant to the recipient. To allow public access to the transferred facility, harbours are usually transferred to:

- other federal departments
- provinces
- municipalities
- not for profit organizations
- First Nations communities

Municipalities have generally shown the most interest in assuming responsibility for harbour facilities. They are often in the best position to service their communities. The recipient must:

- pay a small fee
- maintain public access to the harbour and to its services for a minimum of 5 years

If no interested party is identified as an appropriate candidate for transfer of ownership, then the property can be sold.

Related links

- [Harbour authorities](#)
- [Harbour Authority Recognition Program](#)

Date modified:

2019-08-01

**THE CORPORATION OF THE TOWNSHIP OF PRINCE
BY-LAW 2021-17**

Being a by-law to authorize the execution of an agreement by the Mayor and Deputy Clerk between HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of Fisheries and Oceans (hereinafter called "the Minister"); and

TOWNSHIP OF PRINCE, incorporated as a corporation under the laws of the Province of Ontario (hereinafter called "the Municipality") regarding the Lease Agreement # OP-4624-H-2005 for the Small Craft Harbours' facility at Gros Cap, Ontario.

1. **THAT** the Mayor and the Deputy Clerk are hereby authorized to execute and affix the Corporate Seal to an Agreement between Her Majesty the Queen, in right of Canada, represented by the Minister; and the Municipality, which is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.

Read three times and passed this 11th day of May 2021.



Mayor K. Lamming



Deputy Clerk L. Mousseau





DUPLICATE ORIGINAL

OP-4624-H-2005

LEASE

BAIL

SMALL CRAFT HARBOURS BRANCH AND

DIRECTION DES PORTS POUR PETITS BATEAUX ET

TOWNSHIP OF PRINCE

AUTHORITY
Autorisation

DATE OF DOCUMENT

Document daté du May 10, 2021

BEGINNING OF TERM

La période de location commence le June 1, 2021

END OF TERM

La période de location se termine le May 31, 2026

RENT PAYABLE

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

LANDS OR RIGHTS DEMISED

Cession ou transfert

Firstly: **ALL AND SINGULAR** that certain parcel or tract of land covered by water more particularly described as In the Township of Prince, District of Algoma being Water Lot Location JC 602 in front of the northwest broken quarter of Section 31 designated as Part 1 on Plan 1R-3730.

Secondly: **ALL AND SINGULAR** that certain parcel or tract of land covered by water more particularly described In the Township of Prince, District of Algoma being Water Lot Location JC 638 in front of the northwest broken quarter of Section 31 designated as Part 1 on Plan 1R-5857.

Thirdly: **ALL AND SINGULAR** that certain parcel or tract of land covered by water more particularly described In the Township of Prince, District of Algoma being part of the Water Lot in front of the northwest broken quarter of Section 31 as in instrument T86796.

FILE No.

No de dossier 5882 Gros Cap

REMARKS / Remarques

THIS AGREEMENT made in duplicate this 10th day of May, 2021;

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-

TOWNSHIP OF PRINCE, incorporated as a corporation under the laws
of the 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** that certain parcel or tract of land covered
by water more particularly described as In the Township of Prince, District of Algoma
being Water Lot Location JC 602 in front of the northwest broken quarter of Section
31 designated as Part 1 on Plan 1R-3730.

Secondly: **ALL AND SINGULAR** that certain parcel or tract of land covered
by water more particularly described as In the Township of Prince, District of Algoma
being Water Lot Location JC 638 in front of the northwest broken quarter of Section
31 designated as Part 1 on Plan 1R-5857.

Thirdly: **ALL AND SINGULAR** that certain parcel or tract of land covered
by water more particularly described as In the Township of Prince, District of Algoma
being part of the Water Lot in front of the northwest broken quarter of Section 31 as in
instrument T86796.

Habendum

TO HAVE TO HOLD the said premises unto the Agent for a term of five
(5) years from and including June 1, 2021 to May 31, 2026 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.

Indemnification

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, 867 Lakeshore Road, Burlington, Ontario, L7S 1A1, 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.

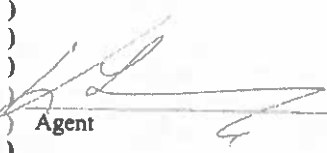
(ii) The form of this Agreement shall not be construed against the drafter.

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

EXECUTED BY THE AGENT) **TOWNSHIP OF PRINCE**
this 12 day of May, 2021)



Witness



Agent



Agent

c/s

EXECUTED BY THE MINISTER)
this 13 day of May, 2021)

Gibbs, Dayna Digitally signed by Gibbs, Dayna
Date: 2021-05-13 09:36:07

Witness

Newton, Steven Digitally signed by Newton, Steven
Date: 2021.05.13 08:33:32 -05'00'
For the Minister of Fisheries and Oceans

SCHEDULE "A"

