

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH
By-Law No. 89-28

A By-Law to authorize the Execution of an Agreement between the Corporation of the Township of Westmeath and Her Majesty the Queen represented herein by the Minister of Fisheries and Oceans.


WHEREAS under Section 208 (35) of the Municipal RSO 1980, the Municipal Council of the Township of Westmeath deems it necessary to enter into an Agreement of Management Lease with the Ministry of Fisheries and Oceans concerning the boat launching facilities in Westmeath and LaPasse.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Westmeath enacts as follows:-

1. That the Reeve and Clerk be hereby authorized to execute the document attached hereto and marked as Schedule No. 1 to this by-law and affix thereto the Corporate Seal.
2. This by-law shall be into force and take effect upon the date of final passing thereof.

PASSED and ENACTED this 4th day of October, 1989.


Reeve


Deputy Clerk



Fisheries
and Oceans

Small Craft Harbours
Central and Arctic Region

867 Lakeshore Road
P.O. Box 5050
Burlington, Ontario
L7R 4A6
(416) 336-6014

Pêches
et Océans

Ports pour petite bateaux
Région du Centre et
du l'Arctique

867, chemin Lakeshore
C.P. 5050
Burlington (Ontario)
L7R 4A6

Copy.

Your file Votre référence

Our file Notre référence

5883-70/L279
5883-70/W322

October 25, 1989.

Ms. P. Burn,
Clerk,
The Corporation of the Township of Westmeath,
Westmeath, Ontario.
K0J 2L0

Dear Ms. Burn:

re: Management Lease 8910 00 002
Small Craft Harbour facilities -
La Passe and Westmeath, Ontario

Enclosed is the Duplicate Original of the above-noted Lease, duly
executed on behalf of the Minister, for your retention.

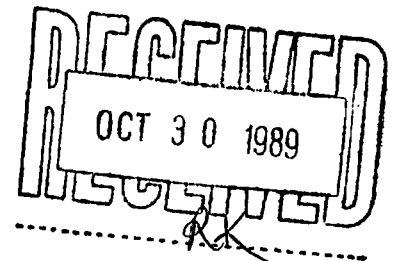
Thank you for your assistance.

Yours truly,

J.B. Roberts

for A.M. Hickman
Chief, Regional Property and Operations
Small Craft Harbours Branch
Central and Arctic Region

Enc.





Government of Canada

Gouvernement du Canada

Fisheries and Oceans

Pêches et Océans

DUPLICATE ORIGINAL

8910

00^{Nº}002

LEASE

BAIL

SMALL CRAFT HARBOURS BRANCH

DIRECTION DES PORTS POUR PETITES EMBARCATIONS

AND

ET

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

AUTHORITY

Autorisation.....

DATE OF DOCUMENT

OCTOBER 17, 1989

Document daté du.....

BEGINNING OF TERM

OCTOBER 1, 1989

La période de location commence le.....

END OF TERM

SEPTEMBER 30, 1994

La période de location se termine le.....

RENTAL PAYABLE

\$100.00 (ONE HUNDRED DOLLARS) PER ANNUM OR 15% OF GROSS REVENUE

Loyer payable.....

LANDS OR RIGHTS DEMISED

ALL AND SINGULAR those two parcels or tracts of land covered

Cession ou transfert.....

by water, TOGETHER WITH the Government improvements located thereon at LA PASSE and

WESTMEATH, County of Renfrew, Province of Ontario, both of which are more particularly described herein and more particularly shown on the Plans hereto annexed and designated

Schedule "A" and Schedule "B".

FILE No.

5883-70/L279 5883-70/W322

Nº de dossier.....

REMARKS / Remarques

THIS AGREEMENT made this 17th day of October, One thousand nine hundred and eighty-nine

B E T W E E N -

HER MAJESTY THE QUEEN, represented herein by the Minister of Fisheries and Oceans (hereinafter called the "Minister"),

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH,
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

Those two parcels or tracts of land covered by water, together with the Government improvements located thereon at La Passe and Westmeath in the Township of Westmeath, County of Renfrew, Province of Ontario (hereinafter referred to as "the said premises") and both of which are more particularly described as follows:

Firstly: "LA PASSE"

ALL AND SINGULAR that certain parcel or tract of land covered by water, more particularly described as Water Lot Location CL 917 in the Ottawa River, Opposite Part of Lot 4, East Front "C", in the Township of Westmeath, County of Renfrew, Province of Ontario, comprising an area of Ninety-three one-hundredths (0.93) of an acre, more or less, TOGETHER WITH the Government Wharf and Launching Ramp located thereon, being more particularly shown outlined in red on the Plan hereto annexed and designated Schedule "A".

Secondly: "WESTMEATH"

ALL AND SINGULAR that certain parcel or tract of land covered by water, more particularly described as Water Lot Location CL 3359 in the Ottawa River, in Front of Part of Lot 23, Concession VI, in the Township of Westmeath, County of Renfrew, Province of Ontario, designated as Part 1 on Registered Plan 49R-6265 and comprising an area of nine one-hundredths (0.09) of an acre, more or less, TOGETHER WITH the Government Wharf and Launching Ramp located thereon, being more particularly shown on the above-noted Plan hereto annexed and designated Schedule "B".

Habendum

TO HAVE AND TO HOLD the said premises unto the Agent from and after the first day of October, One thousand nine hundred and eighty-nine 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) ONE HUNDRED DOLLARS (\$100.00) per annum, payable each year in advance, or
- (b) FIFTEEN PERCENT (15%) 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 \$100.00 paid in advance and the 15% of gross revenue is payable within sixty days of the end of each agreement-year.

Interpre-
tation

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, provisoes, 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. 1 a) 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 an 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.

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, at the Agent's own cost and expense maintain and repair all portions of the said premises which may at any time become damaged, due to the negligence of the Agent, its servants or agents.

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 purposes 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.

Construc-
tion 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 it 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 claim 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.

Indemni-
fication

15. That the Agent shall at all times indemnify and save harmless the Minister from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from 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.

Termination

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

- (a) By the Agent upon sixty 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, P.O. Box 5050, 867 Lakeshore Road, Burlington, Ontario, L7R 4A6, or
- (b) By the Minister upon sixty 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 whatever, 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 case default, breach or non-observance be made or suffered by the Agent at any time or times, in, or in respect of any of the covenants, provisoes, conditions, and reservations herein contained, which on the part of the Agent ought to be observed or performed, then, and in every such case provided such nonpayment 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 the 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.

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 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 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 the said premises.

Accounting
Records

20. That during the currency of this Agreement, the Agent shall cause to be kept records of its operations 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 the 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.

Service
Reserva-
tion

23. 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 privilege 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

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

Use by Agent

25. 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

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

Navigable
Waters'
Protection
Act

27. That the Agent shall fulfill in all respects the requirements of Part I of the Navigable Waters' Protection Act, Chapter N-19 of the Revised Statutes of Canada 1970.

Members of
Parliament

28. 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.

Discrim-
ination

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

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED, AND DELIVERED BY
the Agent in the presence of:

THE CORPORATION OF
THE TOWNSHIP OF WESTMEATH

James Connolly
.....
Witness

Gordon White-Leave
.....
Agent

Renee Keith
.....
Agent Deputy Clerk-Treasurer c/s

SIGNED, SEALED AND DELIVERED BY
the Minister in the presence of:

J.B. Roberts
.....
Witness

[Signature]
.....
for the Minister of Fisheries and Oceans



PLAN AND FIELD NOTES
OF SURVEY OF
LOCATION CL917

BEING A
WATER LOT IN THE OTTAWA RIVER
OPPOSITE PART OF
LOT 4, EAST FRONT "C"
TOWNSHIP OF WESTMEATH
COUNTY OF RENFREW
SCALE: 1 INCH = 100 FEET

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM THE LIMIT BETWEEN LOTS 4 & 5, EAST FRONT "C" BEING N82°30'W

LEGEND

- ⊕ DENOTES: SURVEY POSTS.
- DENOTES: FENCE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE 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 PERSON PRESENT ON THE GROUND DURING THE PROGRESS OF SUCH SURVEY.

PEMBROKE, ONTARIO
SEPTEMBER 12, 1966

Alan J. Simpson
ALAN J. SIMPSON O.L.S.

BOURNE & SIMPSON
ONTARIO LAND SURVEYORS
PEMBROKE, ONTARIO

APPLICANT: DEPARTMENT OF PUBLIC WORKS,
(CANADA)
PURPOSE: FERRY WHARF.

AREA OF WATER LOT: 0.93 ACRES ±

APPROVED

NOV 20 1967

Robert & Coole
ROBERT & COOLE SURVEYOR GENERAL
DEPARTMENT OF LANDS AND FORESTS

60 FT. ALLOWANCE FOR ROAD BETWEEN LOT 1, CON. IV & EAST FRONT "C"

EAST FRONT "C"

LOT 5

LOT 4



PUBLIC TRAVELLED ROAD

CL917 RIVER

OTTAWA

SCHEDULE "A"