



**THE CORPORATION OF THE TOWN OF GODERICH
BY-LAW NO. 56 OF 2024**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN OPERATING
AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF
GODERICH AND MAITLAND VALLEY MARINA LTD. FOR THE TWO
WHARFS LOCATED IN THE MAITLAND RIVER CHANNEL AND AT SNUG
HARBOUR**

WHEREAS The Town of Goderich is the registered owner of a wharf in the Maitland River channel known as Fisherman's Wharf, which is located in the Maitland River, and Snug Harbour Wharf, located at Snug Harbour;

AND WHEREAS Maitland Valley Marina Limited has expressed an interest in assisting in servicing Fisherman's Wharf, and Snug Harbour Wharf, located at Snug Harbour, under certain terms and conditions in the servicing agreement appended hereto;

AND WHEREAS the rates for the year 2024 will remain the same as for the previous year.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and the Clerk be authorized and are hereby instructed to sign the agreement hereto attached and place the corporate seal thereunto.

READ A FIRST AND SECOND TIME THIS 29TH DAY OF APRIL 2024.

READ A THIRD TIME AND FINALLY PASSED THIS 29TH DAY OF APRIL 2024.

MAYOR, Trevor Bazinet

CLERK, Andrea Fisher

FISHERMAN’S AND SNUG HARBOUR WHARF

SERVICING AGREEMENT

THIS AGREEMENT made in triplicate this 29th day of April, 2024.

B E T W E E N:

THE CORPORATION OF THE TOWN OF GODERICH
(hereinafter called the “TOWN”)

OF THE FIRST PART

- A N D -

MAITLAND VALLEY MARINA LIMITED
(hereinafter called the “M.V.”)

OF THE SECOND PART

WHEREAS the Town of Goderich is the owner of the property known as Fisherman’s Wharf and Snug Harbour Wharf for the use of a small boat launching ramps;

AND WHEREAS the Town and M.V. wish to enter into an agreement for the servicing of Fisherman’s Wharf and Snug Harbour Wharf on behalf of the Town with M.V.

NOW THEREFORE, THE PARTIES MUTUALLY COVENANT AND AGREE AS FOLLOWS:

PART I DUTIES OF M.V.

1. M.V. agrees to perform the following duties and pay all costs with regard to the servicing of Fisherman’s Wharf and Snug Harbour Wharf to the full satisfaction of the Town.
 - (a) Seasonal installation and removal of docks;
 - (b) Greeting customers and the general public, as needed;
 - (c) Supplying information to and serving the customers and the general public, as needed;
 - (d) Supplying the Town with verbal and written reports, as required;
 - (e) Provide staff who are knowledgeable, courteous and neat in appearance. M.V. shall make staff available at short notice for emergencies, site control, and disputes;
 - (f) Minor repairs to the wharfs including the supply of necessary material and equipment; and
 - (g) To prepare the wharfs each spring for operation, and to prepare the wharfs for winter each fall.

PART II DUTIES OF THE TOWN

1. The Town of Goderich agrees to provide the following:
 - (a) Property & Liability Insurance for the wharfs;

- (b) All capital works and repairs;
- (c) The Town shall pay all costs associated for any capital works on the launch ramps will be performed by the Town;
- (d) Soliciting and collection of seasonal wharf fees and launch ramp fees;
- (e) Daily management at the wharfs during the operating season;
- (f) Collection of daily and other wharfage fees, daily launch ramp fees;
- (g) Record keeping/administration;
- (h) Policing of the wharfs with regard to vandalism, behaviour of customers and the public, etc.
- (i) The hiring of necessary trades people, as required;
- (j) Minor capital works, as required;
- (k) Advertising;
- (l) Supply utilities; and
- (m) The cleaning of the ramp area of debris and floating objects.

PART III FINANCES

- (a) All fees collected by the Town for use of the facility, shall become the property of the Town.
- (b) The Town shall pay M.V. a flat payment amount of \$2,000 + applicable taxes per year upon dock installation, plus 20% of gross income derived from seasonal, weekly and daily wharfage rates upon dock removal.

The wharfage rates to the public for the use of the marina/ramps on behalf of the Town of Goderich, shall be set by the Town annually as per the Town of Goderich Fee By-Law
- (c) There shall be no fee payable to M.V. for non-powered personal watercraft using the launch ramp.

PART IV TERM

The term of this Agreement shall be from February 1, 2024, to December 31, 2024. The Agreement will be reviewed at the end of the boating season. The Town reserves the right to extend this agreement for further terms of one year each.

Both parties agree that in the event that the agreement with the Goderich Port Management Corporation should affect this agreement, that the Agreement with GMPC takes precedence over and above this agreement. In the event that M.V. does not perform their duties, as required by this agreement, to the satisfaction of the Town, the Town may terminate the agreement on two (2) weeks written notice to M.V. Either party can terminate the agreement without cause, by providing written notice to the other. Such termination shall take effect at the end of the calendar year in which the notice was given.

PART V GENERAL

(a) M.V. Employees

All of M.V.'s employees shall remain the employees of M.V. and shall be covered under M.V.'s Workplace Safety Insurance Board account.

(b) Assignments, Transfers, Sub-leases and Licences

M.V. shall not make any assignment of this agreement nor any transfer in whole or any portion of the premises, nor grant any licence to use any part of the premises without obtaining the prior consent, in writing, of the Town, to such assignment, transfer, sub-lease or licence. The Town reserves the right to withhold the consent.

(c) **Access by Town**

The Town, it's officers, servants or agents shall have full and free access in order to view, inspect the state of repair during normal business hours in the presence of M.V. or representative of M.V. to any and every part of the premises, it being expressly understood and agreed, however, that in case of emergency the Town, it's officers, servants or agents shall at all times and for the purpose have full and free access to the leased premises.

(d) **Insurance**

M.V. shall, at its own expense, secure and maintain in effect, during the term of this agreement, the following insurance:

(i) Marine Operators Legal Liability insurance of at least \$5,000,000.00 that provides coverage for the risks associated with Marina operations including the exposure related to the watercraft in M.V.'s care, custody, and control.

(ii) a Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000.00. Coverage shall include bodily injury, property damage, clean-up, and remediation costs.

(iii) Commercial General Liability insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit not less than \$5,000,000.00 per occurrence and an aggregate limited of not less than \$5,000,000.00, within a policy year with respect to completed operations and a deductible of not more than \$1,000.00. This policy shall include but not be limited to:

- a) Town of Goderich as an Additional Insured
- b) Cross-liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Owners and Contractors Protective
- i) The policy shall include 30 days' notice of cancellation

The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy.

(iv) WSIB coverage for all employees, agents, subcontractors and/or licensees.

(v) Standard Form Automobile Liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

M.V. shall defend, indemnify and save harmless Town of Goderich, 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, arising out of or allegedly attributable to the negligence, acts, errors, omissions,

misfeasance, nonfeasance, fraud or willful misconduct of M.V., its directors, officers, agents, contractors and subcontractors, or any of them in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by M.V. in accordance with this Agreement and shall survive this Agreement.

M.V. agrees to defend, indemnify and save harmless the Town of Goderich from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, and costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the M.V.'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 M.V. in accordance with this Contract and shall survive this Agreement.

(e) **Fees**

Fees shall be set by the Town annually and a copy of the most up to date fees will be provided to M.V. Further, the fees are subject to an annual adjustment equivalent to the change in the Consumer Price Index in effect as at January 1st of each year.

(f) **Reserved Rights**

The Town reserves the right to use the facilities and the launch wharfs, at no cost, for special events such as Tall Ship Festivals, visiting vessels, etc. Such use of the facilities will be negotiated with M.V. such as to cause the least amount of disturbance to the operation of the wharfs as possible.

(g) **Public Access**

M.V. agrees to allow public access, at all times, to the ramp areas.

(h) M.V. shall have no claim of ownership on Town owned lands.

PART VI PREMISES

The area to be covered by this agreement shall be the area as shown on the map as attached as Schedule "A" to this agreement.

IN WITNESS WHEREOF the said Corporations have affixed their Corporate seals and the hands of their proper officers.

THE CORPORATION OF THE TOWN OF
GODERICH

Per: _____
MAYOR, Trevor Bazinet

Per: _____
CLERK, Andrea Fisher

I/We have the authority to bind the Corporation

MAITLAND VALLEY MARINA LTD

Per: _____
Jim Peever, President

I/We have the authority to bind the Corporation

**SCHEDULE 'A'
PREMISES**

Fisherman's Wharf



Snug Harbour Wharf

