

Minutes of the Otter Lake Ratepayers' Association (OLRA) Board Meeting Sunday, May 21, 2023

Attendees: David Amy, Martin Chepesiuk, Rob Cribbie, Brian Hindley, Nicole Mailloux, AJ Mueller, Kerry Mueller

Regrets: Brad Chittick, Gerry Doyle

1. Welcome: Kerry Mueller started the Zoom meeting at 11:47 am. Quorum was confirmed. Kerry Mueller thanked David and Dianne Amy for their generous donation of \$1000.00 to OLRA.

2. Welcome to New Board Members and/or Returning ones. There were no new Board members. Kerry Mueller welcomed returning ones and confirmed that Brian Hindley is interested in continuing to serve as Lake Steward.

3. Election of Officer Positions by the New Board:

Motion: That Kerry Mueller serve as Chair and President

- Moved by: Nicole Mailloux
- Seconded by: Martin Chepesiuk
- **Motion carried**

Motion: That AJ Mueller serve as Treasurer

- Moved by: David Amy
- Seconded by: Martin Chepesiuk
- **Motion Carried**

4. Convene a BBQ Committee: deferred to the next meeting.

5. Set Meeting for 2023 eDNA project planning: Kerry Mueller will set another Board meeting asap.

6. Other Business:

AGM Debrief: Discussion took place regarding comments made at the AGM relating to Short Term Rentals. Kerry Mueller will follow up with Councillors Ken Adams and Mario Buszynski regarding their comments which contradicted Mayor Ann MacDiarmid's opinion at the AGM that Short Term Rentals are "absolutely" allowed in Seguin and the Seguin zoning by-law is not defensible in a court of law. It was discussed that to our knowledge, all the STR owners against whom Seguin has taken legal action, have settled out of court with the STR owners either selling or complying with the zoning by-law.

(Kerry Mueller did contact both Councillors. Ken Adams continues to stand by the zoning by-law as written, meaning that it does not permit STRs. Mario Buszynski feels that the Mayor saying the Seguin zoning by-law is not defensible in a court of law with regards to STRs has not been determined since the by-law has not been tested in court. Until it is tested in court or a precedent case is decided, the legal opinion expressed to Seguin is just an opinion. The majority of Council makes the decisions regardless of what any one member may say.)

AJ stated that he wants the cheque signing process amended to prevent board members who are related from having the authority to provide dual signatures when members of a family hold positions of cheque signing authority, as is the case currently with himself (Treasurer) and Kerry (President) being husband and wife. A discussion took place relating to how to add additional Board positions for cheque signing to avoid the situation of related Board Directors signing cheques. A solution will be discussed at the next Board meeting.

Property Investors “flyer”: Nicole Mailloux mentioned a one-page hand-written communication in her community mailbox from a group of investors interested in buying cottages/homes in the area. No names were provided other than “The Cash House Buyer Team” and no contact details except a phone number. She is following up with the Post Office regarding whether or not the one-pager was legitimately mailed given there was no postage. (Nicole Mailloux later confirmed that Cathy at the Parry Sound Post Office confirmed she had seen the flyer before and that delivery has been paid).

Adjournment: Kerry Mueller called the meeting to a close at 12:57 pm.

ADDENDUM A

Email Business and Decisions from April 22, 2019 to May 26, 2023

Proposed OLRA By-Law Updated as per ONCA. The Board approved the proposed updated By-Law at their April 22, 2023 meeting, providing that the amendments discussed at the meeting were made. Nicole Mailloux emailed the amended By-Law on April 22nd. Further changes were made by email. On May 3, 2023, 2/3 (6) Directors were in favour of the amended By-Law to be sent to the membership for review and it was voted on and approved at the AGM earlier today.

Motion: That the Board engage the services of Survey Monkey for one year subject to review at the end of that period and that the OLRA Board budget \$400 for the Survey expenses.

- Moved by Gerry Doyle by email on April 27, 2023
- Seconded by Martin Chepesiuk by email on April 27, 2023
- **Motion carried** by email on April 29, 2023

Motion: That the Board send to Seguin Council for the next Council Meeting, Version 7 of a Letter informing them of STR matters in Oro-Medonte and Blue Mountains that

could directly impact Seguin's position on STRs and recommendations on how to proceed at this time given that court cases have not been concluded yet.

- Moved by Kerry Mueller by email on April 28, 2023
- Seconded by AJ Mueller by email on April 28, 2023
- **Motion carried** by email on April 29, 2023

Motion: OLRA shall keep the records of signed waivers for a period of 15 years.

- Moved by Kerry Mueller by email on May 14, 2023
- Seconded by AJ Mueller by email on May 14, 2023
- **Motion carried** by email on May 17, 2023

Motion: That the Board send to Seguin Council a letter recommending that Staff add a sentence on their website to clarify that STRs are not a permitted use of residential zoned property in Seguin Township.

- Moved by Kerry Mueller by email on May 17, 2023
- Seconded by AJ Mueller by email on May 17, 2023
- **Motion carried** by email on May 17, 2023

Motion: That the attached waiver be signed by the Boat Captain and witnessed by someone other than an OLRA Board Director, or boat parade organizer and/or volunteer. (the "attached" waiver follows Motion below)

- Moved by Nicole Mailloux email on May 18, 2023
- Seconded by Martin Chepesiuk by email on May 18, 2023
- **Motion carried** by email on May 19, 2023

"RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(this "Agreement")

BY SIGNING THIS AGREEMENT, I WARRANT AND REPRESENT THAT I 1) AM AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF ALL MY BOAT PASSENGERS, IN THE **2023 OLRA CANADA DAY BOAT PARADE ACTIVITIES ON JULY 1, 2023, OR ON JULY 2, 2023** (the "Boat Parade Activities"); 2) AGREE TO BE LEGALLY LIABLE AND RESPONSIBLE FOR MYSELF, AND ALL MY BOAT PASSENGERS; AND, 3) AGREE, ON BEHALF OF MYSELF AND ALL MY BOAT PASSENGERS, TO WAIVE OR TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

TO: OTTER LAKE RATEPAYERS ASSOCIATION (hereafter "OLRA") and its Directors, Officers, members, volunteers, agents, independent contractors, subcontractors, representatives, suppliers, sponsors, successors and assigns, and other individuals and organizations participating in or connected with the Boat Parade Activities (collectively referred to as the "Releasees").

CONSIDERATION: In consideration of OLRA permitting the Boat Captain named below (“I” or “me”) and all his/her boat passengers to participate in the Boat Parade, and for other good and valuable consideration, I agree, as the Boat Captain to all the terms and conditions set forth in this Agreement.

DEFINITIONS: In this Agreement, “**Injury**” shall refer to all forms of physical, mental, and emotional injury in any way related to the Boat Parade Activities including, but not limited to: death, illness, breaks, strains, lacerations, dislocations, amputations, trauma, anxiety, phobias, allergies, psychological trauma, fears and any and all property and financial loss to anyone.

“Boat Captain” shall refer to the person who is legally qualified to operate the boat registered to participate in Boat Parade Activities (the “boat”), and who, by virtue of being the Boat Captain, is solely legally liable and responsible for the safe operation of the boat and the safety of all its passengers in the Boat Parade Activities and others. The Boat Captain confirms they have all licenses and insurances required to operate a boat in Ontario, including a valid Pleasure Craft Operator Card in good standing and, if required, a valid Transport Canada Pleasure Craft Licence in good standing. The Boat Captain agrees to follow all applicable laws and all Boat Parade Activities’ instructions.

ASSUMPTION OF RISKS: As Boat Captain, I am aware and understand that participating in the Boat Parade Activities involves many risks, dangers and hazards (including but not limited to the risk of injury to me, my boat passengers and others), in addition to those normally associated with lake-based environments, which may include, but are not limited to: cold water, strong winds, currents, waves, boat traffic, open water crossings, lightning strikes, slipping and falling, exposure to inclement weather, failure to predict weather, unsafe driving, the failure to boat safely within one’s own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other boaters, or rescuers; and **NEGLIGENCE ON THE PART OF OTHER PARTICIPANTS, OLRA OR RELEASEES INCLUDING THE FAILURE OF OLRA OR RELEASEES TO SAFEGUARD OR PROTECT ME AND MY BOAT PASSENGERS FROM THE RISKS, DANGERS AND HAZARDS.** I acknowledge that the areas used for the Boat Parade Activities are shared with other users of Otter Lake and that OLRA does not mark, inspect, supervise or otherwise control these areas. I acknowledge that communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. I am aware that the Boat Parade Activities may not be supervised and that rescue or assistance may not be available to me or my boat passengers, and as a result I must be prepared to perform self-rescue. **I, AS THE BOAT CAPTAIN, FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS INVOLVED AND THE POSSIBILITY OF INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, WHETHER CAUSED BY THE NEGLIGENCE OF OLRA, THE RELEASEES OR OTHERWISE.**

RELEASE: I hereby expressly waive and release any and all claims which I, as the Boat Captain, or my boat passengers have or may in the future have against OLRA and the Releasees on account of injury, illness, death or property damage arising out of or attributable to the participation or the participation of my passengers and the boat I am the Boat Captain of, in the Boat Parade Activities, due to any cause whatsoever, including without limitation the negligence of OLRA or any other Releasee, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under any applicable occupiers liability legislation on the part of OLRA, the Releasees or otherwise). I, as the Boat Captain and my passengers, covenant not to make or bring any such claim against OLRA or any other Releasee, and forever release and discharge OLRA and all other Releasees from liability under such claims. I understand that negligence includes failure on the part of OLRA or the Releasees to take reasonable steps to safeguard or protect me, as the Boat Captain and my passengers, from (or warn me of) the risks, dangers and hazards of participating in the Boat Parade Activities.

INDEMNITY: I, as the Boat Captain and my passengers, shall defend, indemnify, and hold harmless OLRA and the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement, incurred by/awarded

against OLRA or any other Releasees, arising out or resulting from any claim of a third party related to my or my passengers' participation in the Boat Parade Activities.

GENERAL: 1. This Agreement constitutes the entire agreement of OLRA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In entering into this Agreement, I am not relying on any oral or written representations or statements made by OLRA or the Releasees with respect to the safety of participating in the Boat Parade Activities, other than what is set forth in this Agreement.

2. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3. This Agreement is binding on and shall enure to the benefit of me and my passengers and our heirs and next-of-kin, and OLRA or Releasees and their successors and assigns.

4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I, as Boat Captain, and on behalf of all my passengers, hereby consent to the exclusive jurisdiction of such courts.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OVER. I CONFIRM I AM THE QUALIFIED BOAT CAPTAIN WHO UNDERSTANDS ALL MY LEGAL OBLIGATIONS AS BOAT CAPTAIN AND THAT I WILL BE OPERATING THE BOAT IN THE BOAT PARADE ACTIVITIES. I CONFIRM THAT I HAVE INFORMED ALL MY BOAT PASSENGERS THAT I AM THE BOAT CAPTAIN AND LEGALLY LIABLE FOR THE SAFE OPERATION OF THE BOAT AND THEIR SAFETY DURING THE BOAT PARADE ACTIVITIES. I CONFIRM THAT I AND MY PASSENGERS WILL HOLD OLRA AND RELEASEES HARMLESS FROM ANY LOSS, INJURY OR HARM THAT MAY OCCUR TO ANYONE FOR WHATEVER REASON DURING THE BOAT PARADE ACTIVITIES. I ALSO CONFIRM I, AND ALL MY BOAT PASSENGERS, HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY AND MY PASSENGERS' BEHALF AND ON BEHALF OF MY AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE OLRA AND THE RELEASEES.

Date (dd/mm/yyyy): _____

Print Name of Participating Boat Captain: _____

Signature of Boat Captain: _____

Print Name of Witness: _____

Signature of Witness: _____

Print Name of Emergency Contact: _____

Phone Number of Emergency Contact: _____"

Acronyms

- AGM: Annual General Meeting
- ATV: All-Terrain Vehicle
- dB: decibel

- DC: Decibel Coalition
- DFO: Department of Fisheries and Oceans
- DO: Dissolved Oxygen
- EP: Environmental Protection
- FOCA: Federation of Ontario Cottagers Association
- FOI: Freedom of Information
- GBB: Georgian Bay Biosphere
- LPP: Lake Protection Program
- MNRF: Ministry of Natural Resources and Forestry
- MECP: Ministry of the Environment, Conservation and Parks
- OLRA: Otter Lake Ratepayers' Association
- OLT: Ontario Land Tribunal
- ONCA: Ontario Not-for-Profit Corporations Act
- OP: Seguin Township Official Plan
- OPP: Ontario Provincial Police
- PCOC: Pleasure Craft Operator Card
- PFD: Personal Floatation Device
- PWC: Power Water Craft
- SAR: Species at Risk
- SQL: Safe Quiet Lakes
- SRA: Shoreline Allowance
- STR: Short Term Rentals
- STCR: Short Term Cottage Rentals
- TC: Transport Canada
- WDALB: Where Does a Lake Begin