

Thank you for allowing me to speak on behalf of the Moon River Property Owners' Association, a.k.a. MRPOA.

When we received the notification last week from the Township that at this Council meeting "*There may be a consideration of a by-law to authorize the Mayor and Clerk to sign a lease agreement with the proponents*" I thought, that doesn't seem right, that the Township is negotiating a lease agreement with a party that has an outstanding lawsuit against them. So my first request is, to ensure these negotiations are in good faith, the Township require the proponent to cancel and withdraw all legal action against the Township before any further lease negotiations.

The second point I would like to make is that the Township's lease agreement would be for the Township's Portage Landing, which has been designated under Part IV of the Ontario Heritage Act. As is detailed on the Township's web site, the protected Heritage Attributes of Portage Landing include, and I'm quoting:

- One: "*The Unobstructed views...across the north and south channels of the Bala Falls, and towards Margaret Burgess Park.*"
- Two: "*The presence of trees*".
- Three: "*The Scenic views...including unobstructed views to the historic split trunk maple tree (Native Marker Tree), the North Bala Falls and the north rocky shore*".
- And Four: "*the absence of artificial lighting and buildings.*"

So my second request is that the Township inform the public what the plans are to protect these Heritage Attributes, as the proponent apparently plans to cut down all the trees, contrary to Attribute Two, and construct a building which be contrary to Attributes One, Three, and Four.

The third point I would like to make is the proponent has stated that if they can use the Township's Portage Landing to facilitate their proposed construction, then they would not impact Margaret Burgess Park. The problem is, how could the Township enforce this as they do not own Margaret Burgess Park.

But there are more problems:

- How would it be ensured proponent would adequately restore the site.
- What if the proponent does not make the required lease payments.
- What if the proponent goes bankrupt or otherwise abandons the site, leaving a dangerous or unsightly mess. Such a situation happened a few years ago in Port Carling.

As we saw when the proponent would not permit the Moon River Property Owners Association to hold our 5<sup>th</sup> annual Canada Day celebration this past summer, a firm and enforceable agreement is needed.

The District Municipality of Muskoka had a similar problem for this proponent's proposed work near the District's bridge. The District found that Insurance and Construction Bonds are not applicable to the situation, only a Letter of Credit would provide the protection needed by the Municipality.

Looking at the costs and potential disruptions involved, we suggest that the proponent be required to provide the Township of Muskoka Lakes with a one million dollar Letter of Credit as a condition of the lease for Portage Landing.

In summary, the Moon River Property Owners' Association has the following three requests:

**One:** That the Township of Muskoka Lakes require the proponent to cancel and withdraw all legal action against the Township before any further lease negotiations.

**Two:** That the Township inform the public what the plans are to protect the Heritage Attributes of Portage Landing.

**Three:** That the Township require the proponent provide a one million dollar Letter of Credit:

- To ensure the proponent honours their commitment to not impact Margaret Burgess Park.
- To ensure the proponent makes all required lease payments.
- So that Portage Landing is restored as required by the Township at no additional cost.
- So that Portage Landing can be made safe if the proponent goes bankrupt, abandons the site or the work is otherwise indefinitely stalled.

And further, I respectfully ask the Mayor and Councillors to not vote to allow a lease to be signed until after the Township fulfills the above three conditions.

While we understand that the Township considers this to be a negotiation and needs to keep some aspects confidential until the lease is signed, it should be made clear to the proponent that the above are requirements of any lease.

Remember, the proponent needs to use Portage Landing far more than anything the Township may get from this lease. The Township is in the stronger negotiating position here.

Thank you.