

Tottenham Conservation Area

CONDITIONS OF USE

Welcome to the Tottenham Conservation Area. To make your stay more enjoyable for yourself and others, please follow the Conservation Area Conditions of Use. These regulations are put in place to help ensure the safety and enjoyment of all users of the Tottenham Conservation Area. Only courteous, responsible, and respectful behavior is accepted. The park is not to be used as a residence; it is for day use and camping purposes only.

1. PERMITS

Tottenham Conservation Area facility rental permits must be paid in full to be considered valid. Camping permits are not transferable or assignable. Permit holders must be 21 years or older.

- Seasonal, Daily, Weekly permits: The park will be available for overnight camping the Friday of the May long weekend through to the last Sunday in September. Checkout time is 12:00PM (NOON).

Permit changes:

Please notify gate attendant before 10:00am if you wish to change the length of your stay from your original registration. Extensions may be granted or refused dependent on availability. Check-in time is 3:00pm. If you arrive before 3:00pm, and your site is not ready, you are welcome to enjoy the use of the facility until your site is ready for occupancy.

Please note proof of ID may be required to show proof of age and residency.

2. HEALTH CONSIDERATIONS

Visitors/Permit Holders shall comply with all applicable municipal, regional, provincial, and federal orders and directives, guidelines of public health authorities for the Province of Ontario and Simcoe-Muskoka District Health Unit.

3. CANCELLATIONS

Visitor/Facility/Camping permits may be cancelled at any time if required by an order issued by any provincial or federal government agency, or otherwise due to a health or safety hazard reasonably perceived by the Town of New Tecumseth. The Town of New Tecumseth shall not be liable in any manner whatsoever for any losses, claims or damages resulting from such changes or cancellations including any claims for loss of profit or economic loss.

Refunds:

Unless otherwise noted refund requests 21 days or more prior to booking date will receive a full refund minus a Facility rental cancellation administration fee. Refund requests received with less than 21 day's notice prior to booking date, no refund will be issued.

The Parks, Recreation and Culture Department reserves the right to cancel the permit if the applicant is in violation of any of the conditions of use. To submit a refund request please email rentals@newtecumseth.ca.

Cancellations by the Town:

Please note that the Town reserves the right to cancel any booking on short notice for purposes including (but not limited to) regional/provincial/national requests; special events; bookings made under false pretense; mechanical problems; or weather conditions. Under such circumstances, the Town will reimburse the Permit Holder of any associated payments made previously to the Town.

4. DISRUPTIONS

Person(s) involved in any physical or verbally abusive altercations will be evicted immediately. The police will be notified, and a report filed. Refunds will not be issued. The decision of the Park Supervisor or designate is final in these matters.

5. ACCOMMODATIONS

Seasonal and non-seasonal campers situated in certain sites may be required relocate to an alternate Serviced / Non-Serviced site throughout the season, to accommodate scheduled events and or maintenance of the park. It is mandatory for all seasonal and short-term rentals to be pre-booked in advance.

6. ALCOHOL / SMOKING / CANNABIS RESTRICTIONS

- An ALCOHOL / CANNABIS BAN is in effect Victoria Day Weekend, Canada Day Weekend, Civic Holiday Weekend and Labour Day Weekend.
- NVCA Conservation Areas have gone Smoke-free. Tottenham Conservation Area is owned by the NVCA.
- As of 2020, all forms of smoking will be prohibited in all conservation areas and other outdoor spaces owned and managed by the Nottawasaga Valley Conservation Authority (NVCA),
- The restriction on smoking includes cigarettes, cigars, pipes, chewing any form of tobacco, smoking, using medical and non-medical cannabis and electronic cigarettes (vaping).
- For more information, please visit <https://www.nvca.on.ca/recreation/ConservationAreas/Tottenham>

7. CAMPFIRES

- a) Campfire wood can be purchased from TCA staff, and neatly stored in a pile no larger than 2.5 meters long by 1 meter high by 0.5 meters deep. Outside wood for campfires is not permitted on TCA property. Trees are Conservation Area property and are not to be used as firewood.
- b) Recreational campfires are permitted only in the designated fire pit ring. Fire pit rings are not to be moved.
- c) No fires shall be of such size as to constitute a danger to the public. Do not burn garbage, plastic, or other toxic material.
- d) Campfires shall:
 - i) be always under the supervision of a person at least 21 years of age.
 - ii) be maintained in a safe and orderly manner and only firewood and reasonable starting materials shall be used.
 - iii) be completely extinguished after use.
 - iv) be prohibited if the fire hazard is significant in the opinion of the Park Supervisor or designate whose decision in all matters related to campfires is final.
 - v) Campfires are not permitted when a FIRE BAN is in effect.

8. PETS

- a) No more than two (2) pets per campsite unless approved by the Park Supervisor or designate.
- b) Pets must be kept on a leash at all times with the leash not to exceed two (2) meters in length.
- c) Pets are not allowed in the washrooms, the swimming area, waterfront beach area, playground sandy areas or beach volleyball area.
- d) No pet shall be left unattended or allowed to disturb other patrons.
- e) Pet owners are required to carry a bag to clean up after your pet as per New Tecumseth By-Law #93-131.
- f) A child who cannot control or clean up after the pet should not be walking the pet alone.
- g) Pets must have proof of annual vaccinations.
- h) Only usual domestic pets (cats, dogs, caged birds) may be kept on campsite. Pets that constitute a potential danger or are a disturbance to the public are not allowed. The decision and opinion of the Park Supervisor or designate is final.
- i) Dogs must have up to date dog tags.

9. REFUSE/GARBAGE/RECYCLING

- a) No dumping of any liquids in the washroom buildings, garbage cans or port-a-potties. A dumping station is provided for your convenience. All gray water and sewage must be properly disposed of at the dumping station and may not be discharged anywhere else within the Conservation Area.
- b) Trailers not equipped with a gray water holding tank are required to purchase and connect a portable commercial tank.
- c) Garbage must be bagged and deposited in the bins provided. The bins provided are for campground garbage only.
- d) Outside garbage is not permitted. Large household items are not to be brought into the campgrounds nor left at the garbage bins.
- e) Please use the recycling boxes provided and sort your recycling accordingly.
- f) Propane BBQs are permitted on grounds and must be attended to at all times, **Charcoal BBQs are not permitted.**
- g) NO pop-up washroom tents permitted in the park. Please use facilities provided.

10. VEHICLES

- a) A maximum of one vehicle is permitted per site at any time. All others must park in the parking lot. Extra vehicles will be charged per night.

- b) The rules of the roads also apply in the park for motor vehicles and bicycles. No biking after dark. Only licensed drivers are permitted to operate a motorized vehicle. Maximum speed within the park is 5 km/h. Vehicle traffic is prohibited after 11:00pm.
- c) NO recreation vehicles such as ATV's, dirt bikes, and any other unlicensed motorized vehicle are permitted in the park.

11. WATER SYSTEM – RESTRICTIONS

Please conserve water. The Park water system is limited, and the Tottenham water service area is often under water restrictions during the summer months. (By-law #95-81). Campers must abide by these restrictions and refrain from washing vehicles, trailers, slip and slides, watering grass, etc.

12. SITES/TRAILERS/TENTS/VEHICLES

- a) Trailers more than ten years old are not permitted in the park. Trailers in poor condition are also not permitted. **The decision of the Park Supervisor, or designate, is final in these matters.**
- b) When available, one picnic table will be provided per site. We recommend large groups contact a Parks & Facilities Scheduler to reserve park space and amenities prior to arrival.
- c) Campsite inspections will be conducted throughout the season.
- d) All sites must be kept neat, orderly and clutter free. Only outdoor furnishings are permitted in outdoor living areas.
- e) No freezers, refrigerators or any other appliance except a propane fueled barbecue shall be used or stored outside of a trailer unit.
- f) For your camping comfort, and those around you, we allow one family (2 adults and 3 children) to a maximum of 5 persons per site. Adults (Minimum 21 years) camping on one site are restricted to four adults. Certain non-serviced sites are designated for tents only. These are permitted a maximum 2 tents. All other serviced and non-serviced sites may have 1 trailer and 1 tent or 2 tent(s) per site. Only one family household is permitted per site.
- g) Permit Holder must be 21 years of age to register in our campground.

13. PAVILIONS

Pavilions are available for rentals each day and must be booked and paid for prior to arriving at the park. All visitors must check in at the gatehouse upon arrival. Admission fees apply to all non-resident pavilion visitors.

14. VISITORS

- a) All day visitors must sign in at the Gatehouse and are subject to a nominal admission/parking fee. Parking is provided in the designated parking areas.
- b) Tottenham Conservation Area visitors require residents to show proof of residency upon checking in at the gatehouse. Non-resident visitors will be required to pay applicable admission fees.
- c) ALL visitors who are not staying overnight on a campsite must leave the Conservation Area by 8:00 p.m.
- d) The registered permit holder is responsible for their children and guests visiting their campsite and anywhere within the park property; the actions or violations by these people are the responsibility of the registered permit holder and may lead to the cancellation of your camping privileges.

15. GENERAL

- a) Removal or damage to any trees, shrubs, fence, equipment, park material or items within the Conservation Area is not permitted and the camper will be held responsible for all damages incurred.
- b) Quiet time is between 11:00 p.m. and 7:00 a.m., please remain quiet during these hours. Excessive noise or engaging in activities that disturb other campers and park neighbours will not be tolerated at any time. Amplified speakers are prohibited at all times. Please be considerate of your park neighbors and limit use of generators, motorized air pumps or any items that may contribute to excessive noise.
- c) Please respect your neighbours and return to your campsite by 11:00pm. Failure to comply may result in disciplinary action.
- d) No person under the age of 21 is permitted to stay overnight unaccompanied by an adult. Use of parents' seasonal campsite by young adults is not permitted without the Supervisor's prior approval. Group parties are not permitted.
- e) The Tottenham Conservation Area is not responsible for lost, stolen or damaged articles.
- f) All campsites are subject to the regulations under the Conservation Authority Act.
- g) The Corporation of The Town of New Tecumseth shall not be liable for any personal injury or property damage incurred while on Town owned property.
- h) Camping permits must be visible at all times.
- i) Campers must have a valid fishing license if they wish to fish at the Conservation Area. The Conservation Area Pond is catch and release only. Anglers are to follow the rules and regulations as laid out by other levels of government

- j) LIFEGUARDS are not on duty. Parent or Guardian must supervise children under 16 years of age in all swimming areas, no exceptions. Personal Flotation Devices are recommended to be used at all times.
- k) Motorized watercraft(s) are NOT permitted. Paddle boards, paddle boats and canoes are permitted.

VIOLATIONS OF ONE OR MORE OF ANY OF THE CONDITIONS OF USE LISTED ABOVE MAY LEAD TO THE CANCELLATION OF YOUR VISIT, CAMPING PERMIT OR SEASONAL PERMIT, WITHOUT REFUND, ALONG WITH EVICTION FROM THE TOTTENHAM CONSERVATION AREA PROPERTY. THE DECISION OF THE PARK SUPERVISOR, OR DESIGNATE, ARE FINAL IN THESE MATTERS.

RENTAL ASSISTANCE

For permit assistance or rental questions please email rentals@newtecumseth.ca, and a Parks & Facility Scheduler will reply during Monday to Friday 8:30 am - 4:30 pm. Or contact the Parks, Recreation & Culture Department to reach a Customer Service Associate at 705-435-3900 option 2 between the hours of 6 am – 11 pm.

AFTERHOURS CONTACTS

- For any afterhours issues regarding a rental of Town facilities and parks please contact the following:
- For non-urgent situations please contact the Parks, Recreation & Culture Department at 705-435-3900 and leave a message or send an email to parks@newtecumseth.ca and the issue will be addressed the next business day.
- For urgent matters outside of business hours that require immediate assistance please contact the Extend Communications Inc answering service at 1-877-274-0031.
- EMERGENCY: In the case of an emergency dial 911 for Fire, Ambulance or Police.

Disclaimer of Liability & Release of Claims

I assume all risks, hazards, personal injury and/or property damage associated with my participation in the above specified use of the facilities offered by the Town of New Tecumseth. The Town of New Tecumseth accepts no liability for bodily injury, death, property, or loss due to any cause whatsoever, unless due to the negligence or willful misconduct on the part of the Town of New Tecumseth, including its elected officials, directors, officers, employees, and agents.

In consideration of the Town of New Tecumseth permitting me to participate in the activities listed above, I, who may be entitled to make a claim, hereby release, discharge, indemnify and save harmless the Corporation of the Town of New Tecumseth and its elected officials, directors, officers, employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, myself for reason of my participation in the activity listed above or by reason of the provision of medical care to me, unless due to the negligence or willful misconduct of the Town of New Tecumseth, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

I further agree to indemnify and save harmless the Corporation of the Town of New Tecumseth from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, any guests I will permit to enter upon the premises and participate in the activities listed above unless due to the negligence or willful misconduct of the Town of New Tecumseth.

I will abide by the Terms and Conditions and Rules and Guidelines as detailed at www.newtecumseth.ca. A hard copy of these terms is available upon request.

This agreement shall be binding upon my, family, spouse, heirs, assigns and personal representatives, and is deemed as a release, waiver, discharge, and covenant not to sue. This Agreement is governed by the laws of Ontario, and Canada. If any part of this agreement is unenforceable, then that part shall be severable without affecting the enforceability of the remaining provisions. This signed agreement may be filed as 'bona fide' evidence of an agreement in any mediation, suit, or other proceeding.

By clicking 'I Agree', I confirm that I have read and understand the above terms and agree to accept the disclaimer of liability and release of claims outlined in this agreement on behalf of myself.

As a result of making their application, the undersigned acknowledge, covenant, and agree to adhere to all Provincial Public Health Restrictions as of the date of this application and to indemnify and save harmless the Town of New Tecumseth from any liability for medical issues arising from the process of issuing the said License howsoever arising.

I have read the Facility Rental Conditions of Use. I understand that permits must be paid and/or signed and submitted within 48 hours of receipt. By providing payment in full and/or signing below, I am accepting the Conditions of Use associated with this permit and the rules that will apply. I understand the consequences of failing to comply.

Revised 01/19/24