

# Tottenham Conservation Area Conditions of Use Town of New Tecumseth

Welcome to the Tottenham Conservation Area! To ensure a pleasant and safe experience for everyone, please adhere to the following conditions. Visitors are expected to conduct themselves courteously, responsibly, and respectfully. Please note that this park is intended solely for day use and limited camping—it is not a residential area.

## **Permits**

- Facility Rentals: All rental permits for the Tottenham Conservation Area must be
  paid in full for the permit to be valid. Camping permits are non-transferable and
  may only be held by individuals aged 21 years or older. Check-in begins at 3:00
  PM; early arrivals may enjoy the facility until their designated site is ready and
  Checkout is at 12:00 PM (noon). Proof of identification may be required to verify
  age and residency.
- Seasonal Camping Permits: These permits start on the Friday of the May long weekend at 3:00pm and expire on the last Sunday in September. Checkout is at 12:00 PM (noon). Seasonal Campsite availability has been limited to residents of New Tecumseth to meet regulations established by the Ministry of Environment, Conservation and Parks.
- **Daily Camping Permits:** Overnight camping is available online. Non-resident fee will apply. Online bookings are available until 3:00 PM on the day of arrival. For same day reservations after that time please call 705-435-3900 dial #2 for a representative.

**Modifying Your Permit:** If you need to adjust the length of your stay, please book a new permit online. New rental permits will be issued based on site availability.

**Refunds:** Refund requests made 21 days or more before the booking date will receive a full refund minus a facility rental cancellation administration fee. Refund requests submitted less than 21 days before the booking date are not eligible for a refund. The Recreation, Facilities and Culture Department reserves the right to cancel a permit if any condition of use is violated. To request a refund, please email rentals@newtecumseth.ca.

**Cancellations by the Town:** The Town reserves the right to cancel any booking on short notice for various reasons—including, but not limited to, regional, provincial, or national directives; special events; bookings made under false pretenses; mechanical

issues; or adverse weather conditions. In such cases, the Town will reimburse the permit holder for any payments already made.

**Disruptions:** Any individual involved in physical or verbally abusive altercations will be immediately evicted from the area. The authorities will be notified and a report filed. No refunds will be issued under these circumstances, and the decision of the Park Supervisor or designate is final.

Accommodations: Seasonal and non-seasonal campers assigned to certain sites may be required to relocate to alternative serviced sites during the season to accommodate scheduled events or necessary park maintenance. Seasonal campers occupying Sites 1-8 must vacate their sites the week before, during, and after the annual Bluegrass event in June, with no exceptions. Campers must return to their original site at least three days before Canada Day; failure to do so will result in trailers being removed at the owner's expense. Seasonal campers will be provided with two adult Bluegrass tickets per site. All other campers must purchase additional tickets if access to the park is required during the event dates.

# Alcohol / Smoking / Cannabis Restrictions

- An alcohol and cannabis ban is enforced during Victoria Day Weekend, Canada Day Weekend, Civic Holiday Weekend, and Labour Day Weekend.
- All NVCA Conservation Areas, including Tottenham Conservation Area (owned by the NVCA), are completely smoke-free. As of 2020, all forms of smoking are prohibited in these areas, which includes cigarettes, cigars, pipes, smokeless tobacco, both medical and recreational cannabis, and electronic cigarettes (vaping). For further details, please visit NVCA Tottenham Conservation Area.

# Campfires

Campfire wood is available for purchase from TCA staff and must be stored in a neat pile no larger than 2.5 meters long, 1 meter high, and 0.5 meters deep. Outside wood is prohibited, and trees within the Conservation Area are not to be used as firewood.

- Recreational campfires are only permitted in the designated seasonal campsite fire pit ring, which must remain in place.
- Fires must always be maintained at a safe size, and garbage, plastic, or any toxic materials must never be burned.
- All campfires must:
  - Be always supervised by a person aged 21 or older.
  - Be kept in a controlled manner using only firewood and approved starting materials.
  - Be completely extinguished after use.
  - Be prohibited if deemed a significant hazard by the Park Supervisor or designate, whose decision is final.

Not be permitted when a fire ban is in effect.

#### Pets

- A maximum of two pets per campsite is allowed unless additional approval is granted by the Park Supervisor or designate.
- Pets must be always kept on a leash, with leash lengths not exceeding 2 meters.
- Pets are not permitted in washrooms, swimming areas, waterfront beaches, playground sandy areas, or beach volleyball zones.
- Pets should not be left unattended or allowed to disturb other visitors.
- Pet owners must carry a bag to clean up after their pet in accordance with By-Law #93-131.
- Children who are unable to control or clean up after a pet should not be assigned the task of walking the pet alone.
- Pets must have current annual vaccinations and up-to-date dog tags.
- Only typical household pets (cats, dogs, and caged birds) are allowed at campsites. Pets
  that pose a potential danger or disturb the public are not permitted. The decision of the
  Park Supervisor or designated representative is final.

# Refuse, Garbage, and Recycling

- Liquid Disposal: Do not dump any liquids in washroom buildings, garbage cans, or port-a-potties. All gray water and sewage must be disposed of at the designated dumping station and must not be discharged elsewhere on the property. The dumping station is reserved exclusively for serviced seasonal and serviced short-term campers.
- **Gray Water Management:** Trailers without a gray water holding tank are required to connect a portable commercial tank to be disposed of in the dumping station. The dumping station is reserved exclusively for serviced seasonal and serviced short-term campers.
- **Garbage Management:** All garbage must be bagged and placed in the provided bins, which are designated solely for campground waste. Outside garbage is not allowed, and large household items must neither be brought into the campgrounds nor left by the garbage bins.
- Recycling: Use the provided recycling boxes and sort materials accordingly.
- BBQs and Washroom Tents: Propane BBQs are permitted on the grounds but must always be attended. Charcoal BBQs and charcoal smokers are not allowed. Additionally, pop-up washroom tents are prohibited; please use the provided facilities.
- Sewage Disposal: A designated dumping station is reserved exclusively for serviced seasonal and short-term campers. Unauthorized sewage dumping on Town greenspace is strictly prohibited. In Ontario, individuals caught illegally disposing of trailer sewage on roadsides or public property may be charged by police or environmental authorities. Under the Environmental Protection Act, improper waste disposal—including sewage—constitutes an offense that can lead to fines or legal action.

#### Vehicles

- Site Parking: A maximum of one vehicle is permitted per site at any time; any
  additional vehicles must be parked in the designated parking lot. Extra vehicles
  will incur a per-night charge.
- **Traffic Rules:** All road rules apply within the park for motor vehicles and bicycles. Biking after dark is not allowed, and only licensed drivers may operate motorized vehicles. The maximum speed within the park is 5 km/h, and vehicle traffic is prohibited after 11:00 PM.
- Recreational Vehicles: Recreational vehicles—such as ATVs, dirt bikes, and similar motorized vehicles—are strictly prohibited from operating in the park or being parked at campsites. They must adhere to all park regulations when applicable.

# Water System - Restrictions

Please conserve water. The park's 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 comply with these restrictions and refrain from washing vehicles, trailers, slip and slides, watering grass, or engaging in similar activities.

# Sites, Trailers, Tents, and Vehicles

- Trailer Conditions: Trailers in poor condition are not permitted. For trailers older than 15 years, photos of all sides must be submitted for review prior to booking. The decision made by the Park Supervisor or designate is final. Seasonal accommodations do not permit tents.
- **Amenities:** When available, one picnic table is provided per site. For larger groups, please contact a Parks & Facilities Scheduler to reserve additional park space and amenities in advance.
- Inspections and Cleanliness: Campsite inspections will occur periodically throughout the season. Campers are required to keep their sites clean and free of clutter; non-permanent items must be stored away during weekly grass cutting and maintenance. The Town assumes no responsibility for damage incurred from items left during these times. Only temporary outdoor furnishings are allowed in outdoor living areas.
- **Outdoor Appliances:** No freezers, refrigerators, or any appliances—other than a propane-fueled barbecue—are permitted or stored outside of a trailer unit.
- Occupancy Limits: To maintain a comfortable environment, each site may host one family (two adults and up to three children) with a maximum of five persons per site. For campsites designated for adults only (permit holders aged 21 or over), a maximum of four adults is allowed.

- **Serviced sites:** Only mobile trailers are permitted on serviced sites. Tents must be placed on non-serviced sites designated for camping.
- **Structures:** A trailer, tent, or dining tent is considered a structure. Dining shelters and tents must not exceed 10 x 10 feet in size.
- Occupancy Rights: Only the permit holder and registered household guests may occupy the campsite for the duration of the seasonal permit.
- **Permit Registration:** The permit holder must be at least 21 years of age. Subletting of sites is prohibited; only registered guests or permit holders are allowed.
- **Permanent Residence:** Campsites are not to serve as permanent residences. All campers must provide valid identification to confirm their permanent address. Failure to do so may result in the cancellation of the campsite permit.

#### **Pavilions**

Pavilions are available for daily rental and must be reserved with payment in advance. Upon arrival, all visitors must check in at the gatehouse. Admission fees apply to non-resident pavilion visitors, and the number of visitors allowed in the park is limited in accordance with regulations set by the Ministry of Environment, Conservation and Parks.

## **Visitors**

- Check-In and Parking: All day visitors are required to sign in at the gatehouse and use the designated parking areas. Visitor numbers are limited to comply with Ministry regulations.
- **Residency Verification:** Tottenham Conservation Area residents must provide proof of residency upon check-in. Non-resident visitors will be subject to applicable admission fees.
- Curfew: All visitors must vacate the Conservation Area by 8:00 PM.
- **Supervision:** The registered permit holder is responsible for the behavior of their children and guests within the park. Any infractions committed by these individuals may result in the cancellation of camping privileges.
- **Guest Registration:** Guests not listed as part of the registered household at the time of permit registration are considered visitors.
- **Special Event Restrictions:** Seasonal campers are not permitted to have visitors park on their sites on Canada Day or any other designated event dates as stipulated by the Town. Limited parking and park access during these times require adherence to additional regulations.

#### General

a) No removal or damage to trees, shrubs, fences, equipment, park materials, or any items on the premises is allowed. Campers will be held fully responsible for any damages incurred.

- b) Quiet hours are enforced from 11:00 PM to 7:00 AM. During this period, refrain from creating excessive noise or engaging in activities that disturb fellow campers or surrounding neighbors. The use of amplified speakers is strictly forbidden. Please be mindful and limit the use of generators, motorized air pumps, or any equipment that might contribute to excessive sound levels.
- c) Kindly respect your neighbors by returning to your campsite no later than 11:00 PM. Failure to comply may lead to disciplinary measures.
- d) No individual under the age of 21 may stay overnight unaccompanied by an adult. Young adults cannot use their parents' seasonal campsite without prior approval from the Supervisor. Additionally, group parties are not permitted on seasonal sites.
- e) The Tottenham Conservation Area is not responsible for any lost, stolen, or damaged personal property.
- f) All campsites must adhere to the regulations set forth by the Conservation Authority Act.
- g) The Town of New Tecumseth cannot be held liable for personal injuries or property damage that occur on Town-owned property.
- h) Camping permits must always be clearly visible.
- i) Campers who wish to fish must possess a valid fishing license. The Conservation Area Pond is designated as catch and release only, and all anglers must comply with the applicable rules and regulations established by governing authorities.
- j) Please do not feed the birds or any wildlife within the park, as doing so may seriously harm the animals.
- k) There are no lifeguards on duty. Parents or guardians must supervise children under 16 at all swimming areas without exception. The use of personal flotation devices is highly recommended for safety.
- I) Motorized watercrafts are not permitted. However, paddle boards, paddle boats, and canoes are permitted.

These detailed guidelines are designed to ensure a safe, respectful, and enjoyable experience for all guests at the Tottenham Conservation Area. If you have questions about any of these provisions or need clarification on specific points, consider reaching out to the appropriate department before your visit. Additionally, understanding the conditions helps prevent any misunderstandings or inconveniences during your stay, ensuring you have a memorable and trouble-free experience.

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 Recreation, Facility & Culture Department to reach a Client Service Associate at 705-435-3900 between the hours of 6:00am – 9:00pm.

## **Afterhours Contacts**

- For non-urgent situations please contact 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 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.