

BOIS BLANC

C A N A D A



BOBLO FERRY OPERATIONAL RESPONSE



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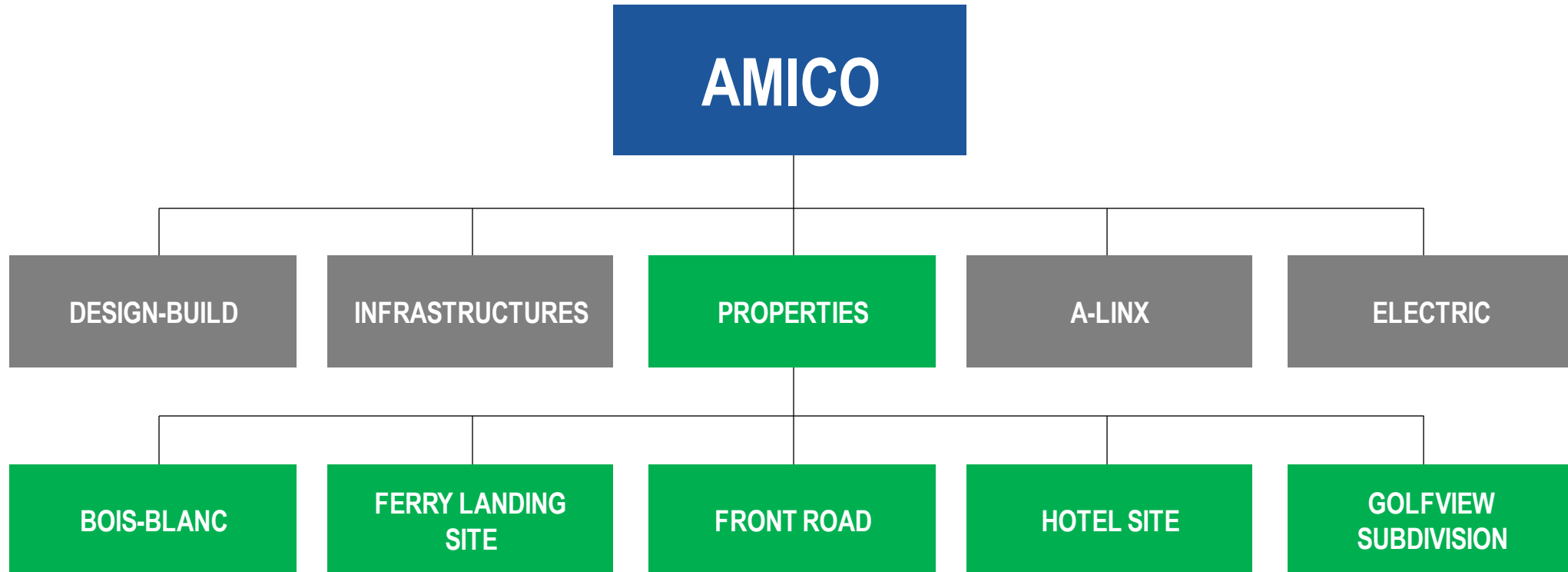


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BOIS BLANC

C A N A D A

1.0 CORPORATE STRUCTURE

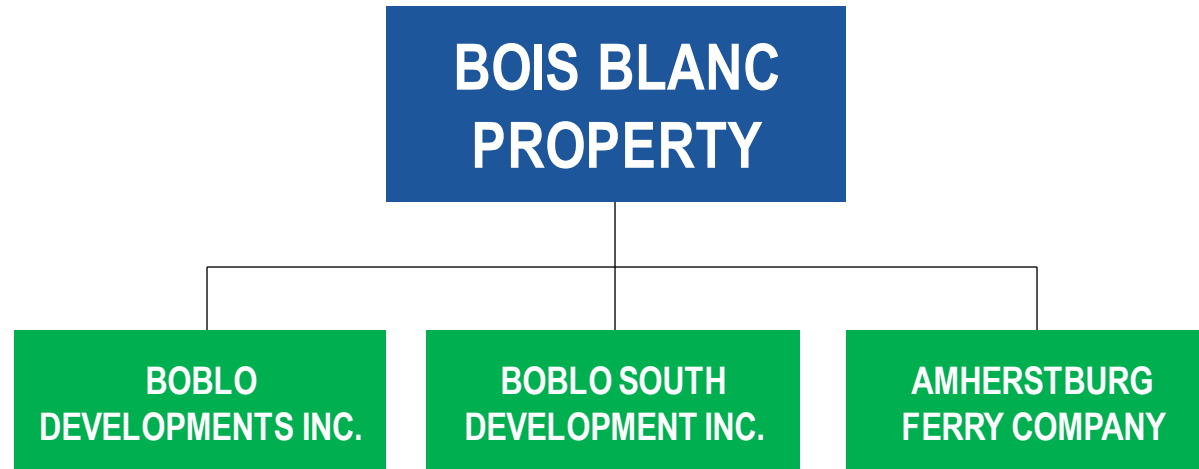




- 1 Bois Blanc
- 2 Ferry Landing Site
- 3 Front Road
- 4 Hotel Site
- 5 Golfview Subdivision



3.0 BOIS BLANC PROPERTY - STRUCTURE



4.0 DEVELOPMENT AGREEMENT



Section A - Development Agreement Between Town and Boblo (registered on Title of all Lots)

Access to and From the Island

Access to and from Bois Blanc Island (Boblo Island) for all residents and/or property owners on Bois Blanc Island (Boblo Island) is the sole responsibility of the Developer and any subsequent Transferees, other than Transferees which are government entities. The Developer, and any subsequent Transferees (other than government entities) shall provide a ferry service to and from Bois Blanc Island (Boblo Island) that meets the requirements of the Ministry of Transportation and the safety standards of Transport Canada, and if the dimension or weight of any vehicle or load exceeds the limits set out in the Highway Traffic Act, then the vehicle operator shall obtain the appropriate oversize/overweight permit.

The Town is not responsible in any way for access to or from Bois Blanc Island (Boblo Island), and the Developer and any subsequent Transferee acknowledge that the Corporation of the Town of Amherstburg will not provide access to Bois Blanc Island (Boblo Island), and the Developer and any subsequent Transferee shall not request or demand that the Town of Amherstburg provide such access.

4.0 DEVELOPMENT AGREEMENT



(continued...)

The Developer and any subsequent Transferees (other than government entities) agree to make a motor vehicle ferry and operator available to the Town, at no cost to the Town, for administrative purposes, maintenance, emergency, police and fire personnel and their equipment, whenever required by the Town. The Developer and any subsequent Transferees (other than government entities) shall provide access to the ferry landing on the Mainland and back for all school children on Bois Blanc Island (Boblo Island).

A provision outlining the above specification shall be contained in every agreement of purchase and sale of any one or more of the lots in the development. The Developer shall provide access to and from Bois Blanc Island (Boblo Island) from and to a municipal roadway or right of way to the Island and Mainland. The Developer shall provide an easement/right-of-way for access and egress in favour of the Bois Blanc Community Association from and to a municipal roadway or right-of-way, both on Bois Blanc Island (Boblo Island) and on the Mainland. These requirements for access shall apply for all residents and/or property owners of Bois Blanc Island (Boblo Island) upon such terms and conditions as are agreeable between the Developer and the residents and/or property owners.

5.0 EMERGENCY RESPONSE PLAN



Section B - Emergency Response Plan

Boblo and the Town representatives have put an Emergency Response Plan in place specific to Boblo and what is to occur in various emergency situations. That Plan was approved by Council and is currently updated every two years (was updated annually for the first four years) which primarily consists of updating contact people and their information. From the perspective of Boblo the Plan works well and the communication with the Town's Emergency personnel has been very good.



6.0 AGREEMENT OF PURCHASE & SALE

Section C - Agreements of Purchase and Sale

13.3 – Ferry Service & Access to and From the Island

The Purchaser acknowledges that access to and from the island for all residents and/or property owners on the Island is the sole responsibility of the Vendor and any subsequent Transferees, other than Transferees which are government entities. The Vendor, and any subsequent Transferees (other than government entities) shall provide a ferry service for access to and from the Island that meets the requirements of the Ministry of Transportation and the safety standards of Transport Canada. If the dimension or weight of any vehicle or load exceeds the limits set out in the Highway Traffic Act, then the vehicle operator shall obtain the appropriate oversize/overweight permit from the ferry operator. The Municipality is not responsible in any way for access to or from the Island.

The Purchaser further acknowledges that the Purchaser's use of the ferry service is subject to the Bois Blanc Island Ferry Terms and Conditions of Carriage attached as Schedule "D" and that the right to continued use of the ferry is subject to that Ferry Terms and Conditions of Carriage. The Purchaser acknowledges that it will have to pay annually for the limited right to use the ferry as set out in the Ferry Terms and Conditions of Carriage. The amount of the annual fee in 2021 is Four Thousand, Seven Hundred and Forty-Six dollars (\$4,746.00) and is subject to change.

7.0 RESTRICTIVE COVENANTS



Section D - Restrictive Covenants (registered on title of all Lots)

2. The Developer, their successors or assigns, shall not fail to provide to residents and Purchasers, on terms and conditions agreeable between the Developer, the Purchasers and/or residents:

- a) Access to and from a municipal roadway or right of way on Bois Blanc Island to a municipal roadway or right of way on the Mainland for all residents and/or Purchasers; and
- b) Access to and from Bois Blanc Island to the Mainland bus stops designated by the local school boards and back for all school children.

68. The Purchaser acknowledges that the Developer may develop the remainder of its lands on Bois Blanc Island for single and multiple residential, commercial and marine uses, including, but not limited to, a hotel, motel, restaurants, marina and gaming uses and the Purchaser hereby consents to the same and shall not object to or solicit an objection from any other person, firm or corporation to such uses nor to applications for severance, minor variances, rezoning or other development approvals.

69. The Purchaser acknowledges that The Corporation of The Town of Amherstburg shall not provide access to Bob-Lo Island, and the Association may, but shall not be obligated to, at the cost of all Members, provide the same, and the Purchaser shall not request or demand that the Town of Amherstburg, or the Association, provide such access.



8.0 FERRY TERMS

Section E - Ferry Terms & Conditions of Carriage

Use of the Amherstburg Ferry Company Inc.'s ("AFC") ferry service between the mainland of Amherstburg, Ontario, and Bois Blanc Island ("Ferry Service") is governed by these terms and conditions of carriage ("Terms & Conditions"). In consideration of the receipt of ferry fees and/or in consideration of utilizing the Ferry Service for passage between the mainland and Bois Blanc Island, you (the "Ferry User" and including, if a resident of Bois Blanc Island, the "Resident Ferry User") are agreeing to these Terms & Conditions.

ACKNOWLEDGEMENT & ASSUMPTION OF RISK: All Ferry Users acknowledge that the use of the Ferry carries with it inherent risks and that serious injury to a Ferry User and others can occur if common sense and/or the rules of use are not followed. The Ferry User agrees that he/she is responsible for their actions while on board the Ferry. The Ferry User agrees that use of the Ferry is at their own risk and that they are fully responsible for their own safety while on board and while boarding and unboarding the Ferry.



8.0 FERRY TERMS

Section E - Ferry Terms & Conditions of Carriage Continued

FERRY SERVICE: The Ferry Service is provided in accordance with the Subdivision Agreement (South End) and Development Agreement (North End) entered into by Boblo Developments Inc. (“BDI”) and the Corporation of the Town of Amherstburg regarding Bois Blanc Island. BDI has selected AFC to provide such Ferry Service.

FERRY SERVICE NOT GUARANTEED: While AFC will use its best efforts to carry all Ferry Users to and from the Island, AFC does not guarantee ferry service to and from the Island. Ferry service may be disrupted due to, but not limited to, weather conditions, mechanical breakdowns, work stoppages, river conditions, etc. AFC shall not be responsible for making any alternate transportation arrangements, nor shall it be responsible for any loss or damages whatsoever caused by a delay in or a lack of ferry service.

EMERGENCY SERVICES: The Resident Ferry User hereby acknowledges that emergency services (including but not limited to police, fire and ambulance) are provided by the local municipality or otherwise in accordance with Bois Blanc Island’s Emergency Plan, as may be amended from time to time. Such emergency services may be affected by the suspension of Ferry Service, at which time Bois Blanc Island’s Emergency Plan will apply.

9.0 WHAT REALLY TRANSPIRED



Emails provided to all residents

Date, Time	Email Message
Friday, December 23 rd , 2022, 8:00 am	Medical Emergency Only
Friday, December 23 rd , 2022, 2:30 pm	Medical Emergency Only
Saturday, December 24 th , 2022, 8:00 am	Medical Emergency Only
Saturday, December 24 th , 2022, 12:00 pm	Emergency runs for all who need it
Saturday, December 24 th , 2022, 10:00 pm	Emergency runs for all who need it
Sunday, December 25 th , 2022, 9:00 am	No regular schedule but requests will be accommodated
Sunday, December 25 th , 2022, 7:00 pm	Back on full schedule

10.0 OTHER FACTS RELATIVE TO THAT DAY



Safety is our number one concern!

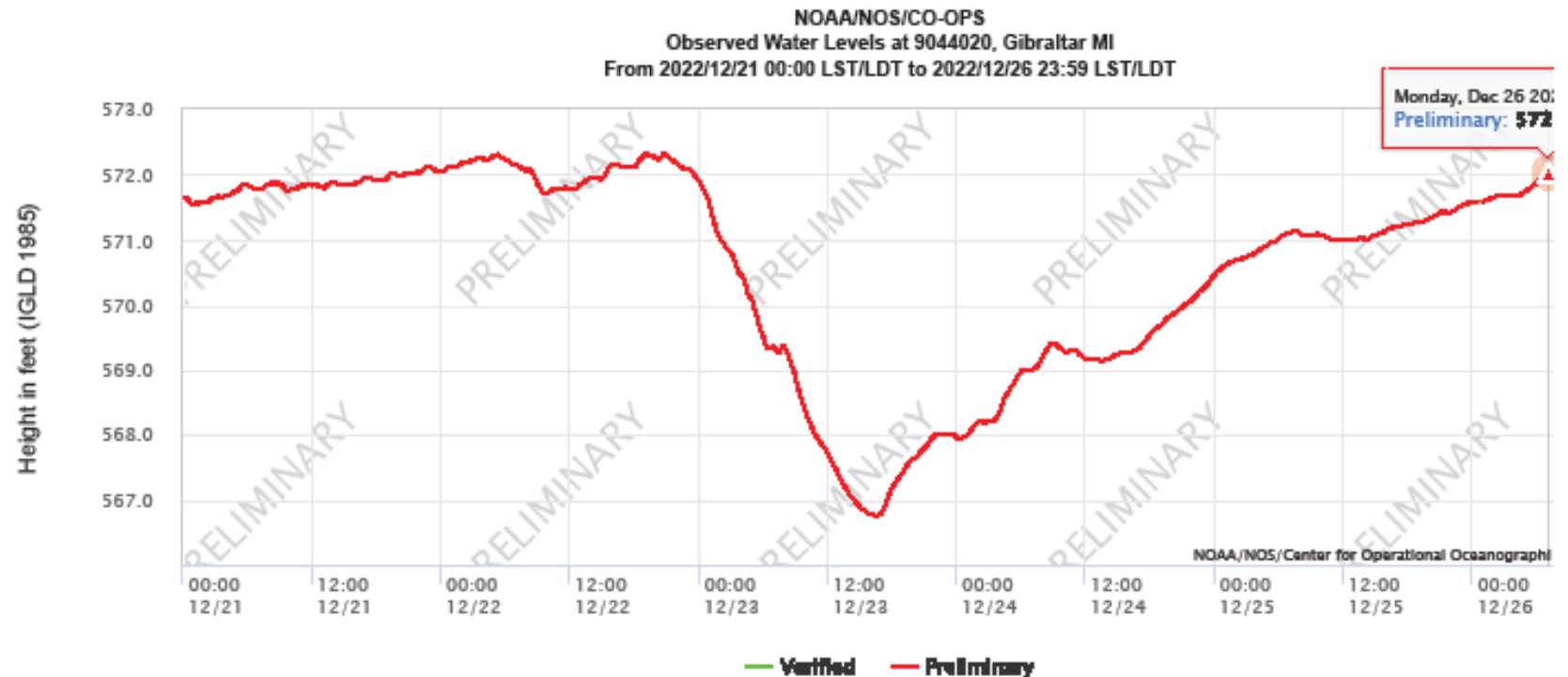


OTHER FACTS RELATIVE TO THAT DAY

High winds caused water level on the island side to drop by five (5) feet

[Home \(/\)](#) / [Products \(products.html\)](#) / [Water Levels \(stations.html?type=Water+Levels\)](#) / [9044020 Gibraltar, MI](#) [Favorite Stations](#)

[Station Info](#) [Tides/Water Levels](#) [Meteorological Obs.](#) [Phys. Oceanography](#)



Options for

9044020 Gibraltar, MI

From:



OTHER FACTS RELATIVE TO THAT DAY

Highway 401 was closed
by the Ministry

OTHER FACTS RELATIVE TO THAT DAY

Via Rail travel was interrupted because of weather





OTHER FACTS RELATIVE TO THAT DAY

Some airports were closed
by Transport Canada

OTHER FACTS RELATIVE TO THAT DAY

One hundred-year-old
Boblo ferry dock was
significantly damaged





OTHER FACTS RELATIVE TO THAT DAY

Sudden ice build up in the river



11.0 OTHER FACTS RELATIVE TO AMICO/BOBLO

1. Amico/Boblo has enjoyed a very positive relationship with the Town.
2. Amico/Boblo does what it says it will do.
3. Amico/Boblo retains the experts it needs to provide thoughtful direction. For the ferry operation that includes Allswater Marine Engineering, Nova Scotia, in addition to licensed ferry captains who provide daily advice as needed regarding ferry operation and safety.



WORK COMPLETED IN 2022

The servicing for 240 lots in the south end.

Hydro servicing (the final servicing piece) to be completed by the end of January 2023.

WORK COMPLETED IN 2022

Ongoing environmental monitoring as per the
Endangered Species Act



BOIS BLANC
CANADA



EASTERN FOXSNAKE

CAROLINIAN POPULATION

Educational Brochure - June 2022

WORK COMPLETED IN 2022

Resident Environmental Educational Services

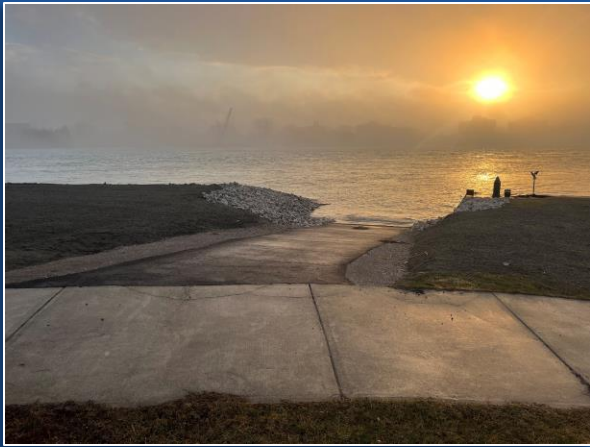


WORK COMPLETED IN 2022

Tugboat provided for
ice clearing

WORK COMPLETED IN 2022

Purchase of a new air boat





WORK COMPLETED IN 2022

New Sanitary Sewer
installed underneath the
river

WORK COMPLETED IN 2022

Ferry Landing





WORK COMPLETED IN 2022

New temporary garage for
Fire Truck

BOIS BLANC

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THANK YOU