

THE CORPORATION OF THE  
MUNICIPALITY OF NORTHERN BRUCE PENINSULA

BY-LAW NO. 2018-66

BEING A BY-LAW TO PROHIBIT AND/OR REGULATE CAMPING, TENTS,  
RECREATIONAL TRAILERS OR VEHICLES WITHIN THE MUNICIPALITY OF  
NORTHERN BRUCE PENINSULA

WHEREAS Section 9 of the Municipal Act, 2001, R.S.O. 2001, c. 25 as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 10 of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respectively in the following matters:

Section 10 (2)(5)—economic, social and environmental well-being of the municipality, and  
Section 10 (2)(6)—health, safety and well-being of persons, and  
Section 10 (2)(8)-protection of persons and property

AND WHEREAS Section 128 (1) of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, provides that municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 164(1) of the Municipal Act, 2001, R.S.O. 2001, c. 25 as amended, provides that a local municipality may prohibit or licence trailers located in the municipality.

AND WHEREAS Section 224(a) of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, authorizes municipalities to consider the well-being and interests of the Municipality;

AND WHEREAS Section 391(1)(a) of the Municipal Act, 2001, R.S.O. 2001, c. 25, as amended, enables a municipality to pass by-laws imposing fees or charges for services provided or done by or on behalf of it.

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce Peninsula hereby enacts as follows:

The provisions of this by-law shall apply to all lands within the Municipality of Northern Bruce Peninsula.

**SECTION 1 DEFINITIONS**

For the purpose of this by-law, the following definitions shall apply:

“Application” means an application to occupy a recreational trailer, trailer or tent on a temporary basis and only in association with a valid building permit for the construction of a dwelling. (Application form see Schedule “A.”)

“Camp or Camping” means the establishment of temporary accommodations for eating and/or sleeping and the presence of food and utensils for cooking, a campfire and/or a tent, trailer or motor home shall be prima facia proof of camping and/or camp.

“Clerk” means the Clerk for the Corporation of the Municipality of Northern Bruce Peninsula.

“Chief Building Official” means the officer or employee of the Municipality of Northern Bruce Peninsula responsible for the enforcement of the Building By-law, Comprehensive Zoning By-law and the Ontario Building Code.

“Council” means the Council of the Corporation of the Municipality of Northern Bruce Peninsula.

"Municipality" mean the Corporation of the Municipality of Northern Bruce Peninsula.

"Officer" means a By-law Enforcement Officer appointed by Council to enforce the provisions of this by-law who shall be, by virtue of his/her office, a Provincial Offences Officer when enforcing the provisions of this by-law.

"Occupy" means to inhabit (i.e. cook, eat and/or sleep) in a recreational trailer or vehicle at any time.

"Recreational Trailer or Vehicle" means a vehicle, portable unit designed for travel, camping or recreational use, including but not limited to a vehicle which provides sleeping and other facilities for short periods of time, while travelling or vacationing, designed to be towed behind a motor vehicle, or self-propelled and includes such vehicles commonly known as travel trailers, camper trailers, tent trailers, pick-up coaches, motorized campers, motorized home or other similar vehicles.

- a) Travel Trailer: a vehicular, portable dwelling unit built on a chassis,
- b) Pick-up camper: A portable dwelling unit designed to be mounted on a pick-up truck or chassis, whether or not so mounted.
- c) Motorized camper: A portable dwelling designed and constructed as an integral part of self-propelled vehicle.
- d) Tent Trailer: A folding structure, constructed of canvas, plastic or similar water repellent material, designed to be mounted on wheels to be used as a temporary dwelling.

"Tent" means a temporary structure used for temporary human shelter that is not permanently fixed to the ground and is capable of being easily moved. Constructed of canvas, fabric, tree boughs or other material and apparently erected to protect a person(s) from the elements while sleeping.

"Temporary Trailer Agreement" mean the agreement to which Council has approved to occupancy of a recreational vehicle, trailer or tent on a temporary basis in association with Section 4 of this by-law.

"Park or Parked" means the standing of the recreational trailer or vehicle whether occupied or not.

"Public Nuisance" means an activity that unreasonably interferes with the public's interest in questions of health and safety, attacking upon the right of public generally to live their lives unaffected by inconvenience, discomfort or other forms of interference.

## SECTION 2 RECREATIONAL TRAILER, VEHICLE OR TENT AGREEMENT

1. No person shall occupy a recreational trailer, trailer or tent without first making application for a temporary trailer agreement on the prescribed form, submit the completed application to the Municipality, provide the required fee, where applicable, in order to obtain Council's approval.
2. Except under authority of the temporary trailer agreement that has been issued pursuant to this section, no person shall camp and/or occupy a recreational vehicle, trailer or tent in the Municipality, save and except, for the provisions as set out in Section 2 (4).
3. Council authorizes the Clerk or designate, on behalf of the Municipality, to issue a temporary trailer agreement for the temporary occupancy of a recreational vehicle, trailer or tent which shall not exceed one (1) year while the applicant is constructing a dwelling.
4. No person shall park, camp or occupy a recreational vehicle, trailer or tent without first making an application for a temporary trailer agreement which shall include:
  - (i) a precise description of the location where the recreational vehicle, trailer or tent shall be placed
  - (ii) an outline of provisions for heat, hydro, water, sewage, garbage disposal, on site parking and access to property

- (iii) copies of approval from other authorities under all other legislation;
  - (iv) a letter from private property owner authorizing the camping use on subject land;
  - (v) such other information, as requested by Council, which may be necessary to properly consider the application.
5. If a temporary trailer agreement is issued for the temporary occupancy of a recreational vehicle, trailer or tent while a dwelling is being constructed, the applicant shall deposit with the Municipality a permit fee of One Thousand (\$1000.00) Dollars and a deposit fee of One Thousand Dollars totaling the sum of Two Thousand (\$2,000.00) Dollars valid for a term of one (1) year from the date of signing of the agreement. Should the recreational vehicle, trailer or tent not be removed by the end of the one (1) year period, the applicant shall be considered in violation of this by-law, the temporary trailer agreement shall become null and void, the deposit fee shall be retained by the Municipality. No person shall fail to remove a recreational vehicle, trailer or tent after the temporary agreement has expired.
  6. The applicant may apply to the Municipality for an extension to the approved one (1) year period to a maximum of one (1) additional year. All such requests must be submitted in writing stating the reason and timeframe for which the extension is necessary.
  7. If the one (1) year extension is granted, the deposit fee of one (\$1,000.00) Thousand Dollars will be forfeited to the Municipality.
  8. After occupancy of the dwelling has been granted by the Chief Building Official or his/her designate, and the Municipality is satisfied that a recreational vehicle, trailer or tent for which a temporary trailer agreement has been issued, has been removed or placed in storage state, the deposit [being One Thousand \$1,000.00) Dollars] may be returned to the applicant. No interest shall be paid by the Municipality on the deposit.
  9. In the case of the use of a recreational vehicle, trailer or tent being temporarily occupied, as approved by the Municipality, the maximum size of that unit shall be forty (40') feet.

### SECTION 3 CAMPING

1. Council hereby declares camping, except as permitted by Section 2 (1) hereof as a public nuisance as defined herein, and prohibits all camping in the Municipality except as permitted by Section 2 (2).
2. No person shall camp on any land within the jurisdiction of the Municipality of Northern Bruce Peninsula, save and except for the provisions set out below:
  - a) camping in a designated camping area established pursuant to the Municipality's Comprehensive Zoning By-law, as amended,
  - b) a group or individual(s) may make application to Council for permission to be exempt from the provisions of this By-law for special occasions such as scouts/guides events, family reunions, etc. There will be no charge for such permit unless Council determines otherwise.
  - c) the Municipality recognizes that the Bruce Trail Conservancy is responsible for the restrictions and regulations pertaining to tenting and camping within the parameters of its trail network and that this process shall remain as previously established.
  - d) camping in tents, trailers and/or motor home will only be permitted where a residential home or cottage exists that meets the Ontario Building Code and Municipality's Comprehensive Zoning By-law requirements and provided that a total combination of no more than two (2) tents, trailers and or motor homes may be permitted at one time for a period of no longer than seven (7) consecutive days provided that no fee is charged for the occupancy of the said tents, trailers and/or motor homes.

### SECTION 4 PENALTY AND ENFORCEMENT PROVISIONS

1. Any person(s) who contravenes any provision of this By-law is guilty of an offence

and upon conviction is liable to a fine or penalty for each offence, exclusive costs and upon conviction is liable to a fine as set out in the Provincial Offences Act, R.S.O. 1990, Chapter P. 33

2. No person(s) shall willfully obstruct, hinder or otherwise interfere with an Officer in the performance of the Officer's duties, rights, functions, powers or authority under this By-law.
3. Where an Officer has reasonable grounds to believe that an offence under this By-law has been committed by a person(s), the Officer may require the name, address and proof of identity of that person(s), and the person(s) shall supply the required information.

#### SECTION 5 SHORT NAME

This by-law shall be known as the "Tent and Trailer By-law".

#### SECTION 6 VALIDITY

If, for any reason, any section, clause or provision of this By-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this by-law as a whole or any part thereof other than the part that was declared to be invalid.

#### SECTION 7 REPEAL


By-law No. 2018-49 and any amendments thereto are hereby repealed.


#### SECTION 8 EFFECTIVE DATE

This by-law shall come into full force and effect on the date of its final passing.

READ A FIRST AND SECOND TIME THIS 13<sup>TH</sup> DAY OF AUGUST, 2018.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 13<sup>TH</sup> DAY OF AUGUST, 2018.

  
\_\_\_\_\_  
MAYOR – Milt McIver

  
\_\_\_\_\_  
CLERK – Mary Lynn Standen

PART 1 PROVINCIAL OFFENCES ACT  
 THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE  
 PENINSULA  
 SET FINE SCHEDULE TO BY-LAW 2018-66: TENT AND TRAILER BY-LAW

<b>Item</b>	<b>Short form wording</b>	<b>Provision Creating or defining Offence</b>	<b>Set Fines</b>
1	Occupy recreational trailer, trailer or tent without temporary trailer agreement	Section 2(1)	\$500.00
2	Fail to make application to occupy recreational vehicle, trailer or tent	Section 2(4)	\$500.00
3	Fail to move trailer after temporary trailer agreement has expired	Section 2(5)	\$500.00
4	Fail to pay deposit for temporary trailer agreement	Section 2(5)	\$500.00
5	Camping on land within the jurisdiction of Northern Bruce Peninsula.	Section 3 (2)	\$500.00
6	Camp on vacant land	Section 3 (2)	\$500.00

Note: The penalty provision for offences indicated above are contained in Section 4(1) of By-law 2018-66 of which a certified copy has been filed.

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 THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE  
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THE CORPORATION OF THE MUNICIPALITY OF  
NORTHERN BRUCE PENINSULA

SCHEDULE A - APPLICATION FOR PERMISSION  
FOR EXEMPTION TO TENT AND TRAILER BY-LAW NO. 2018-66

Date of Application: \_\_\_\_\_

Property Location: \_\_\_\_\_

Assessment Roll No.: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

\_\_\_\_\_

Applicant's Telephone: \_\_\_\_\_

Applicant's Email: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Property Owner's Address: \_\_\_\_\_

\_\_\_\_\_

Property Owner's Telephone: \_\_\_\_\_

Type of Exemption Requested:  Scouts  Building Permit/deposit

Family Reunion  Other

If Other, please explain:

\_\_\_\_\_

Date(s) of Exemption: \_\_\_\_\_

# of Trailers/Tents/etc.: \_\_\_\_\_

Make/Length of Trailer: \_\_\_\_\_

[NOTE: Trailer must be less than forty (40') feet]

Signed Agreement Filed: \_\_\_\_\_

(Date filed)

Provision of Services, please explain:

Water  
\_\_\_\_\_

Sewage  
\_\_\_\_\_

Hydro  
\_\_\_\_\_

Garbage Disposal  
\_\_\_\_\_

Access and Parking  
\_\_\_\_\_

Letter of Authorization from Property Owner attached, if applicable

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Signature of Applicant:

Date:

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