

**THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES**

**BY-LAW 71 OF 2020**

**BEING A BY-LAW TO AUTHORIZE STAFF TO ENTER INTO AGREEMENTS**

**WHEREAS** a number of campgrounds are operated within the Municipality of Lambton Shores;

**AND WHEREAS** Zoning By-law 1 of 2003 permits a campground to be occupied by residents only on a seasonal basis;

**AND WHEREAS** travel restrictions resulting from the ongoing COVID-19 pandemic make it such that many summer residents of campgrounds are unable to travel to their normal winter place of residence;

**AND WHEREAS** the Municipality has received a request for special permission to allow residents without alternate accommodations to stay in a campground this winter season, and may receive additional, similar requests;

**AND WHEREAS** the Council of the Corporation of the Municipality of Lambton Shores deems it expedient to authorize staff to enter into agreements with campground operators that request temporary exemptions from the referenced zone provision;

**THEREFORE**, the Council of the Corporation of the Municipality of Lambton Shores enacts as follows:

1. The template agreement attached hereto and marked Schedule "A" is hereby declared to form a part of this By-law.
2. The Council of the Corporation of the Municipality of Lambton Shores hereby authorizes the Clerk and Director of Community Services, upon application of a campground owner or operator and where the Director at his sole discretion deems it appropriate, to execute agreements with campground operators in the form contained in Schedule "A", attached hereto.
3. This By-law shall come into force and take effect on the final passing thereof.

**READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED** this 1<sup>st</sup> day of December, 2020

---

Mayor

---

Clerk

## SCHEDULE "A" TO BY-LAW 71 of 2020

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2020

**BETWEEN:** [insert owner name]  
hereinafter called the "Owners" of the first part

**AND:** The Corporation of the Municipality of Lambton Shores  
hereinafter called the "Municipality" of the second part.

**WHEREAS** the Owners represent and warrant that they are the registered owners of [insert legal description], known municipally as [insert Municipal address], in the Municipality of Lambton Shores in the County of Lambton and in the Province of Ontario (the said lands); and

**WHEREAS** the Owners operate a campground on the said lands; and

**WHEREAS** Zoning By-law 1 of 2003 permits the campground to be occupied by residents only on a seasonal basis; and

**WHEREAS** travel restrictions resulting from the ongoing COVID-19 pandemic make it such that many summer residents of the campground on the said lands are unable to travel to their normal winter place of residence; and

**WHEREAS** the Owners have requested special permission to allow residents without alternate accommodations to stay in the campground this winter season; and

**WHEREAS** the Council of the Corporation of the Municipality of Lambton Shores has passed By-law \_\_\_ of 2020 authorizing staff to execute agreements granting temporary exemptions from Zoning By-law 1 of 2003's requirement that campgrounds be occupied by residents only seasonally;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto covenant and agree as follows:

1. The Municipality agrees to temporarily exempt the subject lands from the requirement as stated in Zoning By-law 1 of 2003 that the campground on the said lands be occupied by residents only seasonally. The temporary exemption shall apply within the period commencing Dec 1, 2020 and ending May 31, 2021 (For clarity, the stated period of time is not intended to imply or establish a specific length of time or dates a campground must be closed to be deemed seasonal.)
2. The Owners shall not permit any resident of the subject lands to make the subject lands their permanent place of residence.
3. The temporary exemption shall apply only to those residents that are unable to make arrangements for alternate winter accommodations due to the ongoing COVID-19 pandemic, as determined by the Owners at their sole discretion.

4. The temporary exemption shall apply only to those residents and camp sites for which the Owner is able, at the Owner's sole discretion, to provide services, access, emergency access, and other site amenities necessary for occupation over the winter months.
5. The Owner acknowledges that the Municipality makes no warranty with respect to the suitability of any of the camp sites for winter occupancy nor with respect to the suitability for winter occupancy of any of the units to be occupied on the camp sites. The Owner agrees not to hold the Municipality in any way liable and to accept liability for any and all claims that may be directed against the Municipality as may directly or indirectly result from the temporary exemption granted to the Owners in this agreement.
6. This agreement shall be binding upon the Owners or heirs, executors, administrator, successors and assigns of the said lands.
7. The agreement must be executed by all parties or the agreement shall become null and void.
8. No amendments or extensions to this agreement shall be permitted without the authorization of Council by By-law.
9. This agreement shall be read with all changes in gender or number required by the context.

**IN WITNESS WHEREOF** the Owners and the Municipality have fixed their signatures and Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

OWNER:

\_\_\_\_\_  
 Authorized Representative – I have the authority to bind the company

OWNER:

\_\_\_\_\_  
 Authorized Representative – I have the authority to bind the company

MUNICIPALITY:

\_\_\_\_\_  
 DIRECTOR, COMMUNITY SERVICES

\_\_\_\_\_  
 CLERK