THE CORPORATION OF THE TOWNSHIP OF BURPEE AND MILLS

BY-LAW 02-2022

(Amended 14 September 14, 2022)

BEING A BY-LAW TO LICENSE TRAILERS IN THE TOWNSHIP OF BURPEE AND MILLS

**WHEREAS** the Municipal Act, S.O. 2001 as amended, Section 164 authorizes a municipality to pass by-laws to licence trailers;

**NOW THEREFORE** the Council of the Corporation of the Township of Burpee and Mills enacts the following:

**SECTION 1 – TITLE AND APPLICATION**

* 1. This by-law shall be cited as the “Trailer Licence By-Law”.
  2. This by-law does not apply to:
     1. *Assessed Trailers* as defined in Section 2.4
     2. *Trailers* located in *Campgrounds* as defined in Section 2.6
  3. This by-law applies to any *trailer,* even if the *trailer* was placed on property prior to the date of the enactment of this by-Law

**SECTION 2 – DEFINITIONS**

2.1 **LICENCE** means a licence issued for a trailer under this By-Law by the Municipality for authorized use of a trailer between April 1st and December 15th.

2.2 **ANNUAL LICENCE** means a *licence* issued under the by-law by the *Municipality* for the authorized use of a trailer to be used between April 1st and December 15th in the same calendar year. Referred to as “Licence” in this document going forward.

2.3 **30 DAY LICENCE** means a *licence* issued under the by-law by the Municipality for the authorized use of a trailer for a 30 consecutive day period between April 1st and December 15th in the same calendar year. Referred to as “Licence” in this document going forward.

2.4 **APPLICANT** means a *person* applying for a *licence* under the requirements of this by-law.

2.5 **ASSESSED TRAILER** means any trailer legally located on a property and that is assessed under the Assessment Act, as amended.

2.6 **CALENDAR YEAR** means a one-year period that begins on January 1 and ends on December 31 based on the commonly used Gregorian calendar.

2.7 **CAMPGROUND** means any commercial establishment permitted in accordance with the Zoning By-law, as amended, which is used for seasonal recreational activity as grounds for camping, and wherein camping in *trailers* is permitted.

2.8 **CHIEF BUILDING OFFICIAL (CBO)** means the person appointed by the Council of the *Municipality* under the Building Code Act, S.O. 1992, c 23, as amended, or the person who is appointed to act in that capacity during his or her absence.

2.9 **CLERK** means the Clerk of the *Municipality,* or any other person designated to perform the duties of Clerk for the Municipality.

2.10 **COUNCIL** means the elected Council of the Township of Burpee and Mills.

2.11 **GREYWATER** means wastewater of domestic origin that is derived from fixtures (sinks, tubs, showers etc.,) other than from sanitary units (toilets, urinals, etc.).

2.12 **SEWAGE** means wastewater of a domestic origin that may contain excrement and is derived in whole or part from sanitary unit fixtures (toilets, urinals, etc.).

2.13 **MOBILE HOME** means any dwelling unit that is designed to be made mobile and constructed or manufactured to provide a permanent residence but does not include a modular home or trailer.

2.14 **MODULAR HOME** means a dwelling unit constructed in accordance with the Ontario Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site of final assembly on a permanent foundation but does not include a mobile home or *trailer.*

2.15 **MUNICIPALITY** means the Corporation of the Township of Burpee and Mills and shall be defined as the lands and premises within the corporate limits.

2.16 **MUNICIPAL LAW ENFORCEMENT OFFICER (MLEO/P.O.O.)** means the officer in charge of the by-law enforcement of the *Municipality* or his or her authorized subordinates or assistants.

2.17 **PERMANENT BASIS** means either year-round occupancy or occupancy by *persons* who do not maintain a usual or normal place of residence elsewhere.

2.18 **PERSON** means an individual, a corporation, a tenant, an association, a chartered organization, a firm, a partnership, an agent or trustee and the heirs, executors, or other legal representatives of a *person* to whom the context can apply according to law.

2.19 **PUBLIC HEALTH SUDBURY AND DISTRICT** is the authority having jurisdiction of *sewage* and *grey water systems* for all municipalities within the District of Manitoulin.

2.20 **STORED TRAILER** means any *trailer* located on owner’s residence, seasonal residence, or hunt camp only for the purpose of storing such *trailer* for use at any location other than the property upon which it is stored.

One trailer can be stored on vacant land if they have a valid Annual Trailer Licence.

2.21 **TRAILER** means any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn or is propelled by a motor vehicle and is capable of being used for the living, sleeping, or eating accommodation of *persons* on a temporary, transient, or short-term basis, even if the vehicle is jacked up or its running gear is removed. Examples include but are not limited to a tent trailer, a camper trailer, a recreational trailer, a fifth wheel trailer, a bus converted into a motor home, a motor home, a truck camper, a tiny or micro home on trailer chassis but does not include a *mobile home* or *modular home.*

2.22 **USE** shall mean to temporarily occupy a *trailer* for the purpose of non-commercial human habitation which includes living and/or sleeping and/or eating and/or using sanitary facilities and/or accommodation within the *trailer* for any period.

2.23 **VACANT LAND** means any parcel or combination of parcels of real property without industrial, commercial, or residential buildings.

2.24 **VACANT LAND LICENCE** means a licence issued under this By-Law by the Municipality for authorized use of a trailer between April 1st and December 15th.

2.25 **ZONING BY-LAW** means, the Zoning By-Law as amended for the Corporation of the Township of Burpee and Mills.

2.26 **SHORT TERM RENTAL** means the use of a trailer that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, rental agreement, or similar arrangement for any length of time.

2.27 **PARCEL** means a property that has an individual tax roll number.

**SECTION 3 – LICENCE AND REGULATIONS**

3.1 A *licence* issued pursuant to this by-law authorizes the use and maintenance of a *trailer* for temporary accommodations only. The issuance of a *licence* does not grant the licensee the authority to occupy the *trailer* on a *permanent basis.* Without limiting the generality of the foregoing, no *person* shall occupy or permit to be occupied a *trailer* during the period commencing December 16th and March 31st of the following calendar year.

3.2 Under no circumstances will a *trailer* be allowed to be used as short-term rental unit.

3.3 Landowner will be allowed a maximum of three (3) trailers on a parcel of land if the acreage is 100 acres or greater. All acreages less than 100 acres are only allowed one (1) trailer to be licensed.

3.4 No *person* shall construct or erect or allow the construction or erection of an enclosure, roof-over, permanent canopy, extension, sunroom addition or other structure, or a patio, stairs, or walkway that is permanent in association with or connected to *trailer.* This prohibition does not apply to a deck that complies with the following:

a) The total area does not exceed 3.048 metres squared;

b) No portion of the deck is more than 60 centimetres above grade;

c) No portion of the deck is attached to the *trailer;*

d) The deck does not have the effect of rendering the *trailer* as a permanent structure on a lot;

e) The deck complies with the *Municipality’s Zoning By-Law,* as amended.

3.5 The presence of a stored *trailer* on a conveyable parcel would not preclude the issuance of a *licence* for a *trailer.*

3.6 Where a *trailer*, that is located on a property and has been established to a legally non-conforming use and where such trailer has only been used occasionally for living, sleeping, or eating accommodations of persons, such a trailer shall not be deemed as a stored trailer as defined in Section 2.19 and shall be subject to an annual licence.

3.7 No person shall dispose or allow the disposal of *greywater or sewage* or allow *grey water or sewage* to be disposed of from a *trailer* except in at least one or a combination of the following:

i) a certified *greywater or sewage* system;

ii) an accredited dumping facility;

iii) with a service provider; or

iv) from a certified portable receptacle

3.8 No *person* shall transfer a licence from one *trailer* to another.

3.9 No *person* shall fail to display proof of trailer By-law licence after it has been obtained in accordance with section 5.5.

3.10 No *person* shall knowingly provide false information on the application for *licence.*

3.11 No *person* shall hinder or obstruct a Municipal Law Enforcement Officer or designate who is attempting to enforce the By-law.

3.12 No *licence* shall be issued under this By-law if the application for the *licence* would be in contravention of any other applicable By-Law of the *Municipality* or any applicable Federal or Provincial law or regulation.

3.13 The issuance of a *licence* is not intended and shall not be construed as permission or consent by the *Municipality* for the holder of the *licence* to contravene or to fail to observe or comply with any law of Canada, Ontario or any By-Law of the *Municipality.*

3.14 The owner of the property upon which a *trailer* is to be located will be responsible for the acquisition of the *licence.*

3.15 Where the owner of the land has obtained a building permit for the construction of a single detached dwelling, and that owner wishes to use a *trailer* for temporary accommodation while constructing such dwelling, the property owner will be required to purchase an Annual Licence at a reduced rate of 50% prior to the trailer being placed on property and valid building permit has been obtained. This allowance is only valid for a period of two (2) years while building permit is valid.

3.16 No *trailer* for which a license is required under this by-law shall be located on land except in conformity with the set back requirements for a dwelling unit as prescribed by the Corporation *of* The Township of Burpee and Mills Zoning By-law.

**SECTION 4 – LICENCE EXEMPTIONS**

4.1 A *stored trailer at a residence* shall not require a *licence.*

4.2 An *assessed trailer* shall not require a *licence.*

4.3 A *trailer used* or stored in a *campground* or *trailer park* shall not require a *licence.*

**SECTION 5 – LICENCE APPLICATION AND FEES**

5.1 All applications for a *trailer licence* shall be made to the *Municipality* upon the form prescribed by Municipal staff and shall include the submissions referenced therein, including payment of the Licence Fee required in Schedule “A”.

5.2 The *Municipality* may issue an Annual Licence. This *trailer licence authorizes* the *use* of a *trailer* upon a property in that calendar year.

5.3 All Annual Licences expire at midnight on December 31st in the calendar year specified on the *Licence.*

5.4 The *Municipality* may issue a 30-Day Licence. This *trailer* *licence* authorizes the use of a *trailer* upon a property for 30 Consecutive days. This licence cannot be renewed within the same calendar year.

5.5 *Trailer licences* shall be displayed in or upon the *trailer* in a place that can be seen easily from the outside of the *trailer.*

5.6 No *licence* shall be issued:

5.6.1 unless the *trailer* for which such *licence* is issued is compliant with the setback requirements for a *trailer* as prescribed by the *Zoning By-Law* as amended, for the zone in which the lands are located. For greater certainty, any *trailer* located on any land prior to the passing of the By-Law which does not comply with the *Zoning By-Law* may not be *licensed* unless the *trailer* is re-located so that it does comply with this By- Law, or relief from the *Zoning By-Law* is obtained by the owner, or

5.6.2 where there exist any prohibited decks, porches, entry stairs, sunrooms, roof enclosures or similar structures which are to be or are attached to a *trailer* or located adjacent a trailer.

5.6.3 if the information provided on the application does not satisfy the *By-law Enforcement Officer* that all required provisions have been met; or

5.7 A *Licence* may be revoked if:

5.7.1 the permit was issued on mistaken, false, or incorrect information.

5.7.2 if the owner of the property or the owner of the *trailer* contravenes any provision of this By-law or any other Municipal, Provincial or Federal Law related to the *trailer,* or it’s use;

5.7.3 if it was issued in error

5.8 If a *licence* is revoked, there will be no refund of licensing fees.

**SECTION 6 – ADMINISTRATION AND ENFORCEMENT**

6.1 The administration and enforcement of this by-law is delegated to the Municipal Law Enforcement Officer for the Municipality. The Municipal Law Enforcement Officer shall have the authority to issue permits under this by-law; not withstanding the foregoing, the Municipal Law Enforcement Office, in his/her discretion, may refer applications to Council.

6.2 Any person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

6.3 Each day that a contravention of this by-law continues shall constitute a separate offence.

6.4 Every person who provides false information in any application for a *licence* under this By-Law or in an application for a renewal of a *licence* is guilty of an offence.

6.5 Where a conviction is entered under this section, in addition to any other remedy or any penalty provided by law, the court in which the conviction was entered, and any court of competent jurisdiction, thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.

6.6 If the Municipality is satisfied that a contravention of this by-law has occurred, the Municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the trailer to discontinue the contravening activity.

6.7 Any person who contravenes an order made under Section 6.6 is guilty of an offence.

6.8 Every contravention of this by-law may be restrained by application at the instance of a taxpayer or of the Municipality in accordance with the provisions of the Municipal Act, 2001, as amended.

6.9 A municipal employee, staff person, agent or contractor hired by the Municipality, as accompanied by any person under his or her direction, may enter onto any land where a trailer is used or believed to be used in contravention of this By-law for the purposes of carrying out an inspection pursuant to subsection 436 (1) of the Municipal Act, 2001, as amended, and shall have all powers of inspection set out in subsection 436 (2) of the Act, as amended.

6.10 Every person who contravenes any provision of this By-law is liable for an Administrative Monetary Penalty (AMP) in lieu of prosecution and fine, pursuant to section 434.1 of the Municipal Act, 2001, as amended.

6.11 Every person who contravenes any provision of this By-law may be issued and Administrative Monetary Penalty (AMP) Notice in the amount not to exceed $1500

6.11.1 The AMP Notice shall include the following information:

(i) the name of the person contravening this by-law

(ii) the particulars of the contravention

(iii) the amount of the AMP and date payment is due.

(iv) a statement that if the AMP is not paid it shall constitute a debt owed to the Municipality that may be collected in any manner permitted by law, including adding it to the Tax Roll of the person and being collected in the same manner as real property taxes as per section 434.1 of the Municipal Act, 2001, as amended.

6.12 Any person who breaches any provision of this By-law may be issued an order to remove a *trailer* if it is not in compliance within this By-law.

6.12.1 The Municipality may make an order, sent by both registered and regular pre-paid mail to the last known address of the owner of the land, requiring the owner or occupant within the time specified in the order to remove any trailer or structures that contravene this by-law.

6.12.2 Where an owner fails to comply with an order issued under the by-law within the time specified for compliance, the officer may, with such assistance by others as may be required and upon reasonable notice, clean, clear or remove from the land any trailer or structure that is in contravention of this by-Law at owner’s peril.

6.12.3 The Municipality shall recover all costs and expenses associated with actions taken and work done under this by-law in a manner provided by statute, whether by action or by adding the cost to the tax roll and collecting the cost in the same manner as taxes as per section 434.1 of the Municipal Act, 2001

**SECTION 7 – VALIDITY AND EFFECTIVE DATE**

7.1 If any section, clause or provision of this by-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the by-law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention of Council that all remaining sections, clauses or provisions of the by-law shall remain in full force and effect until repealed, not withstanding that one or more provisions thereof shall have been declared to be invalid.

7.2 This by-law shall come into effect on the date of the third reading, and it being passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS­­­­­\_\_\_\_\_\_\_\_\_\_\_ DAY**

**OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REEVE**

**Ken Noland**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLERK – TREASURER Patsy Gilchrist**

**SCHEDULE “A”**

# TO TRAILER LICENCE BY-LAW

# 02-2022

# THE CORPORATION OF THE TOWNSHIP OF BURPEE AND MILLS

**Licence Fees**

**Annual Licence Fee:** $ 750 per year and each year thereafter until such a

time the fee is amended by Council.

**Annual Licence Fee with Building Permit:** $ 375 per year and each year thereafter until such a time the fee is amended by Council. (Two Year Maximum)

**30 Day Licence Fee:** $ 200 per month and per month each year thereafter until such a time the fee is amended by Council. (Note: only one 30 Day Licence will be issued per Calendar Year)

# SCHEDULE “B”

**TO TRAILER LICENCE BY-LAW 02-2022**

PART 1 – PROVINCIAL OFFENCES ACT FINES

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **Column 1**  **SHORT FORM WORDING** | **Column 2**  **PROVISION CREATING OR DEFINING THE OFFENCE** | **Column3 SET FINES** |
| **1** | Using a trailer without a licence. | 3.1 | 1500 ($750 Fine + Annual Fee) |
| **2** | Constructing an unauthorized structure. | 3.3 | 300.00 |
| **3** | Unauthorized connection to septic or greywater. | Reported to Sudbury &District Health Unit for Enforcement | 500.00 |
| **4** | Improper disposal of greywater or sewage. | Reported to Sudbury &District Health Unit for Enforcement | 500.00 |
| **5** | Unauthorized transfer of a licence. | 3.8 | 200.00 |
| **6** | Failure to display a licence. | 3.9 | 100.00 |
| **7** | Providing false information on licence application. | 3.10 | 100.00 |
| **8** | Obstruct person designated to enforce this bylaw. | 3.11 | 300.00 |

**Note:** Penalty Provisions for the offences indicated above is Section 6 of By- Law number 02-2022, a certified copy of which has been filed.

# SCHEDULE “C”

**TO TRAILER LICENCE BY-LAW 02-2022**

**THE CORPORATION OF THE TOWNSHIP OF BURPEE AND MILLS**

# APPLICATION FOR TRAILER LICENCE

(Complete and attach all information prior to submitting this application)

(Information noted with an asterisk is optional subject to “Notes” set out below)

# Applicant Information

|  |  |
| --- | --- |
| **Name:** |  |
| **Mailing Address:** |  |
| **Phone Number:** |  |
| **\*Email:** |  |

**Note:** Applicant must be the property owner on which the trailer will be situated.

# Property Information

|  |  |
| --- | --- |
| **Property Owner:** |  |
| **Civic Address:** |  |
| **Roll Number:** |  |
| **Zoning:** |  |

**\*** Proof of Ownership: Attach copy of parcel register or deed or tax bill

**Note:** If a new entranceway or where substantial changes to an existing entranceway are required or proposed, an ‘Access Permit’ must be applied for and approved, prior to submitting this application.

# Trailer Information:

|  |  |  |  |
| --- | --- | --- | --- |
| **Make &Model:** |  | | |
| **Serial Number or VIN:** |  | | |
| **Licence Plate:** |  | **Length:** |  |

**Note:** Trailer cannot be situated on property prior to Licensing.

**Fire Safety:**

For occupancy, the trailer will be required to have a working smoke and CO monitor and a fire extinguisher.

# Annual Fee

$ 750

# Monthly Fee (Vacant Land)

# $ 200

# Trailer Licence with Approved Building Permit (Two Year Maximum)

# $ 375

# Required Submissions

**Site Plan -** a drawing showing the location or proposed location of the trailer in relation to the boundaries of the property and including all existing buildings, sewage systems, wells, and watercourses/waterbodies. Such drawing shall include property dimensions, the position of the trailer on site including setbacks from all lot boundaries, existing buildings, well, septic system, parking spaces, driveway, fire pit and watercourses/waterbodies.

**Proof of Property Ownership**

**Permits/Approvals**

**Licence Fee**

|  |  |  |
| --- | --- | --- |
| **Applicant Signature:** |  | **Date:** |

|  |  |
| --- | --- |
| **FOR OFFICE USE ONLY** | |
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|  |  |