

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

## **Council Meeting – Supplemental Agenda**

**Monday, June 20, 2011**

### **ITEMS**

1. C.A.O. Report No. 35-2011 – Re: Resolution of Outstanding Road Issues – Beach O Pines
2. D.C.S. Report No. 64-2011 – Re: Not So Pro Event – Agreement & Site Plan Approval

## THE MUNICIPALITY OF LAMBTON SHORES

**C.A.O. Report No. 35-2011**

**Friday, May 27, 2011**

TO: Mayor Weber & Members of Council  
FROM: John Byrne, Chief Administrative Officer  
RE: Resolution of Outstanding Road Issues – Beach O Pines

### RECOMMENDATION:

That C.A.O. Report No. 35-2011 regarding the resolution of outstanding road ownership issues related to the Beach O Pines private road system be accepted as presented and that staff be directed to initiate the required process to transfer these sections of roads to the Beach O Pines Homeowners Association in accordance with the dispose of municipal lands as outlined in Policy # 43.

And further that the Huron Woods Homeowners Association be requested to advise the municipality on the preferred method of ensuring Huron Woods easement rights for pedestrian access to the beach are protected –registration on individual deeds or registration held with the municipality.

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### REPORT

Over the past several years, discussions have been going on between the Municipality of Lambton Shores, the Huron Woods Homeowners Association and the Beach O Pines Homeowners Association in an effort to resolve longstanding access and easement rights issues. Significant progress has been made in this regard, including upgrades to emergency accesses, upgrades to an access to the Old Ausable River tow path, improved access and a general thawing of tensions etc.

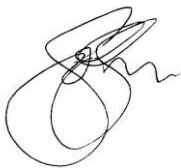
One of the remaining issues to be addressed, is really a “municipal” issue related two portions of the Beach O Pines Private Road system. The first is a section of road referred to as “Huron Place”. This section of road was deemed to be a “public road” created in the 80’s as a means of allowing development to take place along Huron Place. The Planning legislation of the day, required that a Building Permit, could only be issued if the building fronted on a “public road”. So, this section of the Beach O Pines road system was so designated but the designation was never withdrawn following construction of the homes.

The second section of Beach O Pines Road that is a “public road” is at the very end of that road adjacent to the Pinery Provincial Park boundary. This portion of road was owned by Ausable Estates Limited and was sold to the Municipality in 2009. Again this section of road was acquired because of the owner’s reluctance to sell it to the Beach O Pines Homeowners Association unless certain other issues were resolved relating to the Huron Place section of road, the granting of utility easements to the Municipality etc. The BOPA has agreed to those other conditions and has agreed to reimburse the Municipality for its costs (*purchase and legal*) associated with its acquisition of this property.

In order to correct this situation it recommended that the “public road” designation be removed from these two locations and the road revert back to its “private road” status. One of the issues we needed to address in implementing this change was to ensure that the access rights of residents of the Huron Woods subdivision be protected. The lawyers for all three parties (*LS, BOPA and the HWHA*) have all reviewed and agree to the proposed transfer as outlined above.

In order to implement this transfer, I will require formal Council direction to publish the necessary public notice and present the appropriate by-law for Council approval, in accordance with the Municipal Disposal of Land Policy # 43.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Byrne', with a large, stylized flourish at the end.

John Byrne  
Chief Administrative Officer



# The Municipality of Lambton Shores

Policy # 43  
Effective Date: 2007 12 31  
Replaces Policy # 14

## **SALE AND OTHER DISPOSITION OF LAND**

Before selling any land, the Council or local board shall:

1. By by-law or resolution, passed at a meeting open to the public, declare the land to be surplus;
2. Obtain at least one opinion of the fair market value of the land;
3. After the expiry of the notice period, the land will be offered for sale in one of the following methods:
  - i) by public tender;
  - ii) by means of the services of a registered real estate broker;
  - iii) by posting "for sale by owner" sign; or
  - iv) by any other method approved by Council.

The manner in which the municipality or its local board carries out the sale of the land, if consistent with this policy, is not open to review if the municipality or local board was lawfully entitled to sell the property, the purchaser could legally purchase it, and the municipality or local board acted in good faith.

4. Give notice to the public of the proposed sale, in accordance with the Lambton Shores notice by-law;
5. Any offer received, including an offer to trade land, will be reviewed in a closed session by the Council who will determine whether or not to accept the offer submitted.
6. Schedule "A", attached hereto, lists the classes of land that are exempt from certain sections of this policy.
7. Where a Provincial or Federal Act specifies the procedure the Municipality is required to follow with respect to the sale of land, the requirements of those Acts shall take precedence over this by-law.
8. If the sale of Municipal land is initiated by a person or agency other than the Municipality or its local board, all costs associated with the transaction, including legal, survey, staff time, ads in connection with the notice requirements, and any other incidental costs will be the responsibility of the requester, in addition to the determined sale price. A deposit, in the amount of \$ 1,000.00 shall be paid to the Municipality or its local board prior to the commencement of the process.
9. The Clerk of the Municipality, and the secretary of the local board, may issue a certificate with respect to the sale of land by the Municipality or its board, verifying that to the best of his or her knowledge the requirements of this policy with respect to the sale of land have been complied with.

Administered by the Clerk

## SCHEDULE "A" TO SALE OF LAND POLICY # 43

The Municipality is not required to obtain an opinion of the value for the following classes of land:

1. Land 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act.
2. Closed highways if sold to an owner of land abutting the closed highways.
3. Land formerly used for railway lines if sold to an owner of land abutting the former railway land.
4. Land that does not have direct access to a highway if sold to the owner of land abutting that land.
5. Land repurchased by an owner in accordance with section 42 of the Expropriations Act.
6. Land sold for Economic Development Initiatives.
7. Easements granted to public utilities or to telephone companies.
8. Land to be used for the establishment and carrying on of industries and industrial operations and incidental uses.

The Municipality is not required to obtain an opinion of value of land if the proposed sale is to one of the following public bodies:

1. A municipality;
2. A local board, including a school board and a conservation authority;
3. The Crown in right of Ontario or Canada and their agencies.

### **Tax Sales**

The Municipality is not required to follow the Procedural By-law for the sale of lands under Part XI of the Municipal Act (Tax sales) or its successor

This policy replaces Lambton Shores Policy # 14

## THE MUNICIPALITY OF LAMBTON SHORES

D.C.S. Report No. 64-2011

Monday, June 20, 2011

**TO:** Mayor Weber and Members of Council  
**FROM:** Peggy Van Mierlo-West, Director of Community Services  
**RE:** Not So Pro Event – Agreement and Site Plan Approval

**RECOMMENDATION:**

That D.C.S. Report No 64-2011 be approved and that the NSP Volleyball Event be approved.

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### REPORT

The Not So Pro (NSP) Volleyball Tournament is an annual event which occurs on Grand Bend Beach. This year the NSP Tournament is being proposed for the weekend of July 23<sup>rd</sup> and 24<sup>th</sup>, 2011. This year marks the 10th annual Beach Volleyball Tournament in Grand Bend, with over 100 teams and 750 participants.

This is a fairly large tournament which provides not only a boost to the economy in Lambton Shores and the surrounding area but also provides a weekend of bringing Grand Bend into the spot light for tourism and active living.

The attached Schedule A and B are the site plan and draft agreement which, with the assistance of council representation, provides an attempt to address the stakeholder interests within Grand Bend (*residents, businesses, etc.*) with those of the municipality and the event organizer. There were some concerns brought forth through the Recreation and Leisure Masterplan with hosting an event of this magnitude on the Grand Bend Beach which we also tried to *address (location, fees etc.)*. There is a fine balance to which the Municipality must provide not only an economic stimulus to the business owners but also allow for the residents to enjoy their time in Grand Bend as well.

In 2010 the event was moved to the North Beach to allow for more room. However after the weekend the Municipality did hear many concerns over the amount of time that the area was occupied, parking, noise and litter.

Some of the amendments to the NSP Event Agreement from the 2010 season include moving all of the volleyball courts back to the Main Beach, relocation of the bar operations to the upper viewing area, noticeable decrease in the volume of the music and set up time allocation. The NSP staff have also been notified that setting up of the event will occur on the Friday and that all items associated with the event must be removed by the Sunday night.

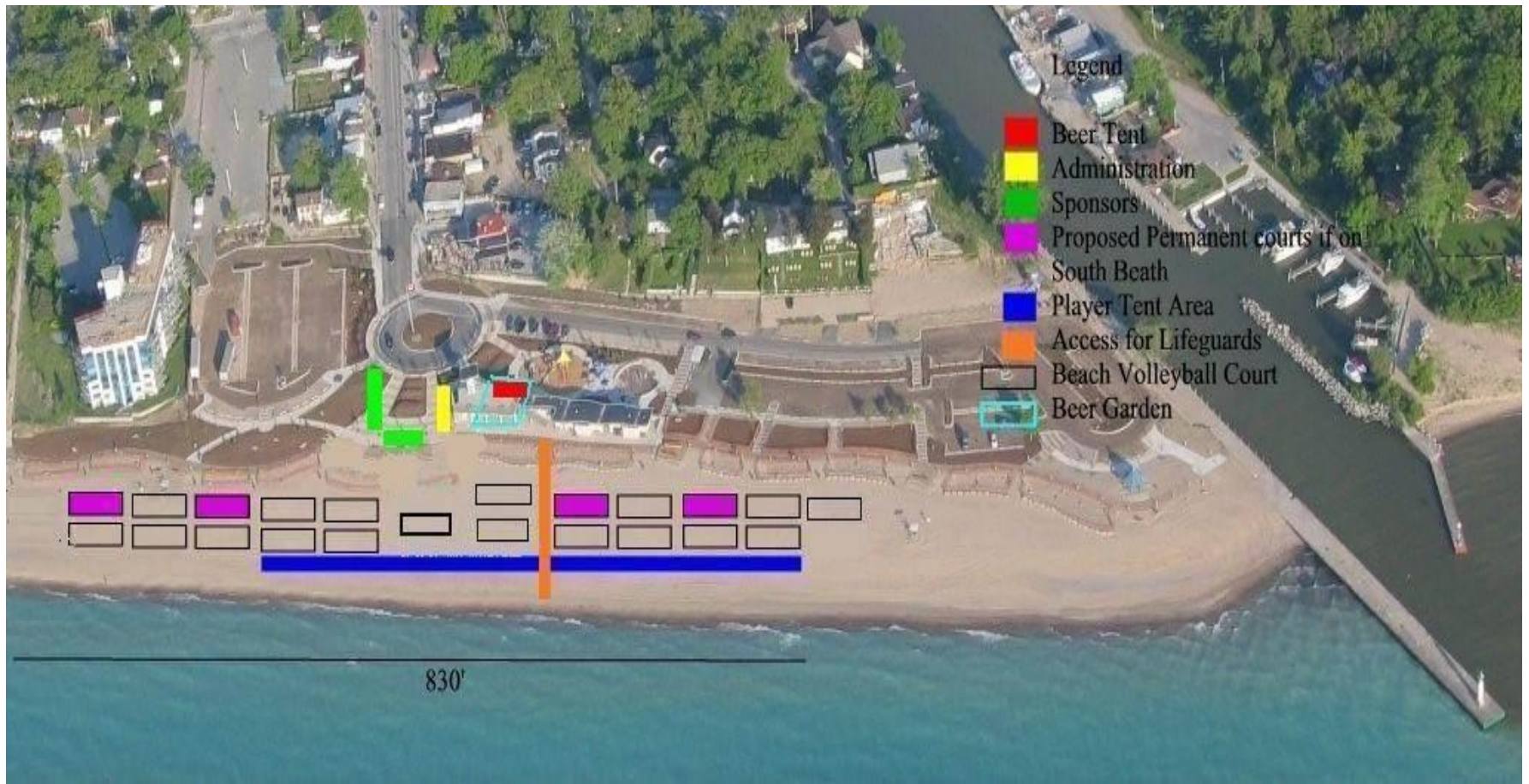
The NSP group will also not receive free parking passes for their staff this year. The company has been informed that the company can use the two free Municipally owned parking lots located at Gill Road and behind the Legion should they wish not to pay for parking.

We believe that this agreement does provide the balance that major events such as this one requires. It is the recommendation of the Community Services Department that the attached Schedule A and B be approved and that the Municipality enter into an event agreement with Not So Pro.

Respectfully submitted

A handwritten signature in black ink, appearing to read "P. Van Mierlo-West". The signature is fluid and cursive, with the first name "Peggy" and last name "West" being more legible than the middle name "Van Mierlo".

Peggy Van Mierlo-West  
Director of Community Services



Schedule B

**MUNICIPALITY OF LAMBTON SHORES  
COMMUNITY SERVICES**

9575 Port Franks Road RR 1, Thedford, Ontario N0M 2N0  
Phone: 519-243-1400 Fax: 519-243-3500

**APPLICATION FOR PERMISSION TO USE THE GRAND BEND BEACH -  
OUTDOOR SPECIAL EVENTS**

**GENERAL TERMS AND CONDITIONS:**

1. **Availability:** Certain areas of the Grand Bend Beach are available for use for private functions. The specific area where private use will be permitted, the period of use and the fee payable will be identified in the event "rental agreement".
2. **Who May Apply:** The applicant must be a person or corporation who has the capacity to enter into a legal agreement.
3. **How to Apply:** Applicants must submit a completed application form, a proposed event "site plan" and a deposit. Application forms are available at the Community Services Office.
4. **When to Apply:** A booking cannot be confirmed until the site plan has been approved. This process requires 120 days (for circulation to public agencies, the municipal council and others as appropriate).
5. **Site Plan:** The site plan drawing must contain information about the following: the placement of equipment, barriers, structures, waste receptacles, and any other equipment associated with the event, and is subject to approval. The site plan must be to scale.
6. **Event Length:** The event will not be more than three days in length, including set up and tear down of any equipment. Set up will begin on Friday, and all equipment associated with the event will be removed by Sunday evening. Beach rental fees apply for set up day(s).
7. **Tournament Hours:** Tournament play is permitted on Saturday and Sunday only. Event hours are from 8:00am – 9:00pm on Saturday and Sunday, with the first games starting at 9:00am both days.
8. **Public Address Systems:** Amplified announcements are permitted during special events from 8:45 – 10:00pm. Amplified music is permitted from 11:00am – 9:00pm. Appropriate decibel levels will be determined by the Municipality. All amplifiers (i.e. speakers), must be turned so that they

are facing the lake. The Municipality reserves the right to stop any amplified noise at any time.

9. **Event Parking:** The Municipality of Lambton Shores will not provide parking passes for special events at the Grand Bend Beach. The applicant is required to purchase passes at the daily rate. The applicant is required to encourage alternative parking areas for event participants and event staff to not overburden the immediate parking areas. Alternative parking is located on Gill Road and behind the Grand Bend Legion.
10. **Application Deposit:** An application deposit of \$200.00 is required to be submitted with an "Application for an outdoor special event".
11. **Cancellation:** If an event is cancelled by written notice more than 30 days before the date of the event, the deposit is refunded. In all other circumstances, the deposit is forfeited.
12. **Security:** Event organizers are responsible for, and may be required to, provide security services during an event.
13. **Damage to Facilities:** The applicant is responsible for all damage which occurs to the premises during the rental period.
14. **Decision Respecting Damage:** The municipality, acting reasonably, shall determine the extent of any damage and cost of repairs
15. **Consideration of Applications:** The municipality reserves the right, to accept or reject applications for the use of the beach or any other area or facility under its jurisdiction at its discretion.
16. **Monitoring and Control:** The Beach Manager and staff will be responsible on site for the monitoring and control of the event. When required, By-law officers and OPP will be contacted via hand radios.
17. **Damage Deposit:** The applicant shall provide a damage deposit of \$500.00 with the event application form. This deposit will be applied towards the cost of any repairs required after an event. The balance will be refunded.

#### **LICENSED EVENTS:**

18. **Liquor:** Liquor service at an event requires a Special Occasion Permit or caterer's endorsement in partnership with a local business or service club. The applicant must obtain and show proof of this permit before the event. Provincial legislation applies.

19. **Compliance with Municipality's Policies Regarding Alcohol Service:** The municipality will consent to use of the rental area for the service of alcohol, subject to compliance by the applicant with the municipality's policies respecting same, and such special conditions as are set out in the rental agreement.
20. **Proof of Insurance:** The applicant must present proof of alcohol liability insurance (minimum \$2,000,000.00), to the municipality, listing the municipality as an additional insured party, not less than two (2) weeks before the event.
21. **Glass Containers:** The municipality does not permit service in the beach area using glass containers at any time.
22. **Washrooms:** The applicant is required to provide a minimum of two (2) portable washrooms inside the licensed area, at a cost to the applicant.
23. **Hours of Service:** Hours of liquor service are limited from 11:00am – 9:00pm for the duration of the event.
24. **Consumption of Alcohol:** Consumption of alcohol is limited to the parameters interior of the beer garden.

I acknowledge that the proposed rental, if accepted, will be subject to a "Rental Agreement" which sets out additional requirements.

Applicant: \_\_\_\_\_

Community Services Representative: \_\_\_\_\_

Date: \_\_\_\_\_

MUNICIPALITY OF LAMBTON SHORES  
COMMUNITY SERVICES  
9575 Port Franks Road RR 1, Thedford, Ontario N0M 2N0  
Phone: 519-243-1400 Fax: 519-243-3500

**APPLICATION FOR AN OUTDOOR SPECIAL EVENT ON MUNICIPAL  
PROPERTY**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name (please print): \_\_\_\_\_

Person responsible for/on site: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Venue/Location: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Expected number of attendees: \_\_\_\_\_

**You are required to provide a detailed, scaled site drawing for your event.**

Is this a Licensed Event: Yes \_\_\_\_\_ No \_\_\_\_\_

Applicants who are requesting use of the beach for special events will be required to abide by the following regulations, and submit the appropriate documentation to the Community Services Department:

1. **Event Length:** The event will not be more than three days in length, including set up and tear down of any equipment. Set up will begin on Friday, and all equipment associated with the event will be removed by Sunday evening. Beach rental fees apply for set up day(s).
2. **Tournament Hours:** Tournament play is permitted on Saturday and Sunday only. Event hours are from 9:00am – 9:00pm on Saturday and Sunday, with the first games starting at 10:00am both days.
3. **Public Address Systems:** Amplified announcements are permitted during special events from 8:45am – 10:00pm. Amplified music is permitted from 11:00am – 9:00pm. Appropriate decibel levels will be determined by the Municipality. All amplifiers (i.e. speakers), must be turned so that they are facing the lake. The Municipality reserves the right to stop any amplified noise at any time.
4. **Event Parking:** The Municipality of Lambton Shores will not provide parking passes for special events at the Grand Bend Beach. The applicant is required to purchase passes at the daily rate. The applicant is required to encourage alternative parking areas for event participants and event staff to not overburden the immediate parking areas. Alternative parking is located on Gill Road and behind the Grand Bend Legion.
5. **Application and Fees:** A minimum 120 days prior to the event, the applicant is required to submit the following:
  - a. The application for an “Outdoor Special Event on Municipal Property”
  - b. \$ 200.00 security deposit
  - c. \$ 100.00 application fee
  - d. \$ 500.00 damage deposit
6. **Site Plan:** The site plan drawing must contain information about the following: the placement of equipment, barriers, structures, waste receptacles, and any other equipment associated with the event, and is subject to approval. The site plan must be to scale and is required 120 days prior to the event.
7. **Beach Rental Rates:** The 2011 approved rental rate for the Grand Bend Beach is \$218.55 + HST per day. Hydro service is provided at a cost of \$109.25 + HST for the initial day, and \$32.80 + HST for each following

day. These fees will be reviewed for 2012. Fees for additional services apply.

IF THE EVENT IS A LICENSED EVENT, the following additional items are required:

1. **A minimum two (2) weeks prior to the event:**
  - a. Provide the Community Services Department with a copy of the Special Occasion Permit or Caterer's Endorsement from the AGCO.
  - b. Show proof of alcohol liability insurance (minimum \$2,000,000.00), listing the Municipality of Lambton Shores as an additional insured party.
  - c. A copy of Smart Serve cards of the person(s) responsible for providing liquor service and monitors of the event.
  - d. A copy of the letters sent to the OPP, Fire Department and Health Unit informing them of the event.
  - e. Review the Municipal Alcohol Policy with a Municipal Staff representative.
  
2. **Controls during the event:**
  - a. Restrict admission to age of majority persons only (unless specified as otherwise on the Special Occasion Permit
  - b. Provide hired security (at a cost to the Applicant) at all entrances and exits of designated licensed area.
  - c. Hours of liquor service are limited from 11:00am – 9:00pm
  - d. The bar must be closed by 9:00pm and guests must vacate the premises by 10:00pm.
  - e. Renters may be required to hire a minimum of two (2) paid off duty OPP officers at the discretion of the Community Services Department, as a cost to the Applicant. If applicable, the Community Services Department must receive a confirmation letter from the OPP prior to the event.
  - f. Provide a minimum of two (2) portable washrooms inside the licensed area at a cost to the Applicant.

**Details of Municipal Services Requested**

Service	Quantity	Rate	Total
Beach Levelling		\$165.00/hour	
Snow Fence Drop Off (set up by event organizer)		\$80.00/hour	
Electrical Hook Up Initial Day		\$109.25/day	

Electrical Service Additional Days		\$32.80/day	
Garbage Clean Up		\$80.00/hour \$26.00/hour (Extra Operator)	
Parking Passes		\$16.00/day	
Other			
Sub-Total Costs:			
HST:			
Total Additional Costs:			

Please describe services requested:

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Completed application forms and appropriate fee (currently \$100.00) and the \$200.00 deposit fee are to be submitted at least 120 days prior to the event.

**\*\* NOTE:** Please return to: Lambton Shores – Northville Office – 9575 Port Franks Road, RR 1, Thedford, Ontario N0M 2N0

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Applicant shall obey and observe all laws, by-laws and regulations of the Municipality of Lambton Shores and further, the Applicant personally, jointly and severally agrees to and with the Municipality that the Applicant will indemnify and save harmless the Municipality against all loss, costs, claims, damages, actions, suits of any nature and kind whatsoever which may arise as a result of the use of the beach or any facility or area granted under this Agreement.

The Municipality of Lambton Shores reserves the right to terminate this Agreement, to prosecute, suspend or otherwise penalize the Applicant or other representatives for violation of any of these conditions.

I acknowledge that I have read the "Rental Agreement" and that I agree to the terms and conditions as outlined.

Applicant: \_\_\_\_\_

Community Services Representative: \_\_\_\_\_

Date: \_\_\_\_\_