



Schedule 'A' to Bylaw 2024-005

<b>Municipality of Hastings Highlands - Corporate Policies and Procedures</b>			
<b>DEPARTMENT:</b> Administration			<b>POLICY #:</b>
<b>POLICY:</b> Business Licence Policy			
<b>DATE:</b> Jan. 17, 2024	<b>REV. DATE:</b>	<b>COVERAGE:</b> Members of the Public	<b>PAGE #:</b> 1-35

**Part I, II – Purpose, Definitions and Prohibitions**

**1. Purpose**

1.1 The purpose of a business licence policy is to ensure that businesses deemed to require a licence follow the Municipality’s land use regulations, building, fire, and other community safety requirements, as well as nuisance control measures. Business licensing is a way for the Municipality to provide some consumer protection and maintain a safe environment for the general public through inspections.

The following businesses require a Business Licence issued by the Municipality to operate in Hastings Highlands:

- (a) Vendor (Goods, Wares or Merchandise)
- (b) Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.)
- (c) Public Market (Farmers’ Market, Flea Market, Craft Market etc.)

There is no requirement to obtain a business licence to open a retail, home-based business or other business in Hastings Highlands, unless provided for under a separate bylaw.

1.2 The Municipality permits Vendors, Mobile Food Vendors and Public Markets to operate on approved Municipal and Private Property, subject to successful completion and receipt of the necessary permits, inspections and licenses

identified within this policy and in accordance with all statutory regulations and legislation, as applicable.

## 2. **Definitions**

**“Applicant”** means a person or entity having made an application pursuant to this policy and shall include a Licensee.

**“Commercial General Liability Insurance Policy”** shall mean an insurance policy issued to business organizations to protect them against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations; and advertising and personal injury (PI) liability.

**“Council”** means the Council of The Corporation of the Municipality of Hastings Highlands.

**“Eating Establishment”** means a building or part of a building where food is prepared and/or cooked for sale to the public, and includes a restaurant, a drive-in restaurant, a take-out restaurant, a snack bar, a dairy bar, coffee shop, dining room, café, ice cream parlour, banquet hall, tea or lunch room or refreshment stand wagon but does not include a boarding or rooming house or a chip wagon or chip truck.

**“Licence”** means a valid business licence as issued by the Municipality pursuant to the provisions of this policy.

**“Licensed Premises”** means the location for which a Business Licence has been issued.

**“Licensee”** means the individual/entity that has been licensed pursuant to this policy.

**“Licensing Officer”** means the Clerk or designate for the Municipality.

**“Medical Officer of Health”** means the Medical Officer of Health for Hastings Prince Edward Public Health, or their designate.

**“Mobile Food Vendor”** shall mean a vendor operating an outdoor wheeled contrivance not permanently affixed to the ground and capable of being moved, from which food intended for immediate consumption is provided for sale or sold,

and includes a motorized, self-propelled vehicle (e.g. a food truck), a vehicle that is not self-propelled, but that can be easily towed (e.g. a food trailer) and a vehicle moved by human exertion (e.g. a food cart). Examples include, but are not limited to a chip wagon, mobile food preparation vehicle, hot dog cart, or refreshment vehicle.

**“Municipal Property”** means any property situated within the Municipality that is owned or controlled by the Municipality.

**“Municipality”** means the Corporation of the Municipality of Hastings Highlands.

**“Officer”** shall mean a police officer, a provincial offences officer, a Municipal Bylaw Enforcement Officer or any other person as may be appointed by Council to enforce this policy, as adopted by bylaw.

**“Owner”** means any person with legal title to real or personal property and includes an authorized agent.

**“Public Market”** means a building or place where a group of persons, merchants, vendors or participants gather to offer handcrafts, produce and vegetables, food, new and used goods, wares or merchandise for sale.

**“Public Market Coordinator”** means the individual representing and coordinating the Public Market. This individual acts as a liaison between the market vendors and the Municipality and holds the responsibility of collecting and producing upon request all required application documents from vendors as outlined in this policy.

**“Site Plan”** means a sketch of the property outlining the location of the vendor cart/truck/stand, buildings, property entrances, parking and the distances between the vendor cart/truck/stand and all property line boundaries and buildings.

**“Vendor”** means any person who sets up a temporary business in the Municipality to sell handcrafts, produce and vegetables, food, new and used goods, wares or merchandise for sale. This category includes Market Vendors.

**“User Fees and Service Charges Bylaw”** means a bylaw passed by Council pursuant to section 391 of the *Municipal Act* establishing the fees and charges for services or activities provided by or on behalf of the Municipality, as amended or replaced from time to time;

**“Zoning Bylaw”** means the Comprehensive Zoning Bylaw of the Municipality of Hastings Highlands and is amended from time to time.

### **Part III – Prohibitions**

#### **3. Prohibitions**

##### **3.1 No Person Shall:**

- (a) carry on a Business, permit a Person to carry on a Business or hold themselves out as being licensed to carry on a Business as a:
  - i. Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.), Vendor (Goods, Wares, Merchandise or Services) or Public Market (Farmers’ Market, Flea Market, Craft Market etc.);
  - ii. without a Business Licence, as applicable;
  - iii. at a location other than the Licensed Premises;
  - iv. under any other name than the one identified on the Licence;
  - v. except in accordance with the regulations set out in this policy; or,
  - vi. without complying with any and all conditions or restrictions placed on the Licence;
- (b) transfer or assign a Licence to any other Person or to any other location other than the Licensed Premises; or,
- (c) obtain a Licence by providing mistaken, false or incorrect information.

### **Part IV – Licensing Requirements**

#### **4. Licence Requirements**

##### **4.1 For a Licence, an Applicant shall submit the following to the Licensing Officer:**

- (a) a complete Application in the form prescribed by the Licensing Officer, which shall include:
  - i. the Applicant’s name;
  - ii. the Applicant’s residential and mailing address;
  - iii. the proposed address of the Business; and,
  - iv. the telephone number and e-mail address for the Business;
- (b) the applicable fees in accordance with the Municipality’s User Fees and Service Charges Bylaw, which are not prorated or refundable;
- (c) a certificate of insurance as provided for in Appendix ‘A’ to this policy;

- (d) where the Applicant is a corporation, a copy of the Certificate of Status and a list of the names and addresses of the current Licensing Officers and officers of the corporation;
- (e) where the Applicant is a partnership, a list of the names and addresses of the partners and, if a registered partnership, a copy of the registered declaration of partnership, and any changes or corrections thereto;
- (f) where the Applicant is an individual, proof that the Applicant is an Adult; and,
- (g) any other documents as prescribed in the appendices attached to and forming part of this Bylaw.

4.2 For a renewal of a Licence, an Applicant shall submit to the following to the Licensing Officer:

- (a) a renewal application, 30 days before the expiry date of your licence;
- (b) the applicable fees in accordance with the Municipality's User Fees and Service Charges Bylaw, which are not prorated or refundable; and,
- (c) such documents as the Licensing Office may require including but not limited to the documents set out in section 4.1 above.

4.3 Every Licensee shall:

- (a) post the Licence in a conspicuous place at the Licensed Premises;
- (b) carry the Licence on their Person when engaged in a Business where the Licensee travels from place to place to perform their Business;
- (c) produce the Licence for inspection and otherwise permit the Officer, (BLEO) or any other Persons authorized to enforce this policy, to enter the licensed premises to conduct an inspection as may be deemed necessary in order to ascertain whether or not the provisions of the Licence are being complied with;
- (d) notify the Licensing Officer within seven (7) days of any change in their Business or residential address, email address or phone number;
- (e) comply with the provisions of this policy and all applicable bylaws and statutory requirements, including, but not limited to, the Municipality's Comprehensive Zoning Bylaw; and,
- (f) comply with the conditions and restrictions placed on the Licence.

## **Part V – Issuance of Licence and Grounds for Refusal**

### **5. Issuance of Licence and Grounds for Refusal**

- 5.1 The Licensing Officer shall receive and process all completed Applications for Licenses and Licence renewals. Every Licence issued shall be deemed to include all terms and conditions set out in the Appendices attached to and forming part of this Bylaw, as applicable for the particular type of Licence.
- 5.2 The Licensing Officer shall issue a Licence or renew a Licence to any Person who meets the requirements of this policy, except where:
- (a) the past conduct of the Applicant affords the Licensing Officer reasonable grounds to believe that the Applicant has not or will not carry on their Business in accordance with the terms of the Licence, applicable law or with integrity and honesty;
  - (b) the Licensing Officer reasonably believes that the carrying on of the Business may be adverse to the public interest;
  - (c) the Application Premises is not in compliance with the Municipality's Zoning Bylaw;
  - (d) The Applicant is indebted to the Municipality by way of fines, penalties, judgments, outstanding property taxes, or any other amounts owing; or
  - (e) the Application Premises is subject to an order, or orders, made pursuant to or by:
    - i. the Municipality's Property Standards Bylaw;
    - ii. the *Building Code Act, 1992*, S.O. 1992, c. 23, or any regulations made thereunder;
    - iii. the *Fire Protection and Prevention Act, 1997*, or any regulations made thereunder, including the Ontario Fire Code; or,
    - iv. the Medical Officer of Health.
- 5.3 For the purposes of sections 5.1 and 5.2 above, the term "Applicant" shall include any officer, partner or principal of a partnership or corporation, or any shareholder of a corporation that holds at least fifty percent (50%) of the shares of that corporation.
- 5.4 The Licensing Officer shall generally perform all administrative functions conferred upon them by this policy.

- 5.5 Licenses issued pursuant to this policy are conditional on compliance by the Licensee with all municipal bylaws, statutory regulations and provincial and federal laws.

## **Part VI – Term of Licence**

### **6. Term of Licence**

- 6.1 Unless renewed or revoked, a Licence issued or renewed under this policy shall expire annually, except where permitted otherwise in the appendixes.
- 6.2 The Term of the Licence shall be indicated on the front of the Business Licence.

## **Part VII – Licence Revocation and Suspension**

### **7. Licence Revocation and Suspension**

- 7.1 The Licensing Officer may revoke or suspend a Licence at any time where:
- (a) the Licensing Officer is of the opinion that the Business carried on by the Licensee poses a threat to the health and safety of the public;
  - (b) the Licensee has violated any of the provisions of this policy or any other applicable laws or regulations;
  - (c) the Licence was issued because false or misleading information was provided to the Municipality;
  - (d) a Licence was issued in error; or,
  - (e) a Licence is not authorized in accordance with this policy.
- 7.2 If the Licensing Officer is satisfied that the carrying on of the Business poses an immediate danger to the health or safety of any person or to any property, the Licensing Officer may, for the time and on such conditions as they consider appropriate, without a hearing, suspend a Licence subject to the following:
- (a) before suspending the Licence, the Licensing Officer shall provide the Licensee with the reasons for the suspension, orally and in writing, and an opportunity to respond to them; and
  - (b) the suspension shall not exceed fourteen (14) days.
- 7.3 Every Licence issued shall be deemed to include all terms and conditions set out in the Appendixes attached to and forming part of this Bylaw, as applicable for the particular type of Licence. The Licensing Officer shall provide notice of intention to revoke or suspend a Licence and shall advise the Licensee of their

right to appeal.

## **Part VIII – Appeal**

### **8. Appeal**

- 8.1 Any Person who has been denied a Licence, or the renewal of a Licence, has had their Licence suspended or revoked, has been issued a notice of intent to revoke or suspend their Licence or has had terms or conditions imposed on a Licence, may appeal the decision of the Licensing Officer to Council by delivering a written notice of appeal to the Municipal Clerk within fourteen (14) calendar days of the decision.
- 8.2 A notice of appeal shall state the name, address and telephone number of the Appellant, and include a description stating why the decision is being appealed with all relevant facts and information, such as dates, places, persons and events.
- 8.3 Upon receipt of an appeal, the Municipal Clerk shall ensure that the notice is complete. If the notice of appeal is not complete, the Municipal Clerk shall notify the Appellant who shall have three (3) business days to amend the notice of appeal to the Municipal Clerk's satisfaction.
- 8.4 Upon confirmation of a complete notice of appeal the Municipal Clerk shall:
- (a) Make arrangements for Council to hear the appeal at the next Regular scheduled Meeting of Council. The appeal hearing will be subject to meeting the required deadlines for publication on the Agenda as outlined in the Municipality's Procedure Bylaw.
  - (b) Notify the Appellant in writing of the date, time and place of the appeal hearing; and
  - (c) Provide a copy of the hearing notice and all relevant documentation to the Licensing Office and any applicable parties, including but not limited to, the Fire Chief, Chief Building Official, Bylaw Enforcement Officer etc.
- 8.5 During the appeal hearing, Council shall hear from the Appellant or Designate, the Licensing Officer, Bylaw Enforcement Officer and any other party related to this decision i.e. Fire Chief, Chief Building Official etc.
- 8.6 At the conclusion of the appeal hearing, Council may uphold, vary or



rescind the decision of the Licensing Officer. Council has the power to impose conditions, including special conditions on a business in order to obtain, renew, or as a requirement to continue holding a licence.

- 8.7 The Municipal Clerk shall record in the minutes the proceedings of the appeal hearing and advise the affected parties of the outcome within seven (7) calendar days of the date on which the appeal decision is made by Council.
- 8.8 An appeal decision by Council in respect of this policy is final and binding.

## **Part IX – Notices**

### **9. Notices**

- 9.1 Any notice pursuant to this policy may be given in writing in any of the following ways and is effective:
- (a) on the date on which a copy is delivered to the Person to whom it is addressed;
  - (b) on the fifth (5) day after a copy is sent by registered mail to the Person's last known address;
  - (c) upon the sending of a copy by email transmission to the Person's last known email address.
- 9.2 For the purpose of section 9.1 above, the person's last known address, last known email address shall be deemed to be those provided pursuant to Section 4.1 (a) of this policy.

## **Part X – Inspection**

### **10. Inspection**

- 10.1 The Municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- (a) this policy;
  - (b) an order of the Municipality made under this policy;
  - (c) a condition of a Licence issued under this policy; or,
  - (d) an order made under section 431 of the *Municipal Act*.
- 10.2 For the purposes of conducting an inspection pursuant to this policy, the Municipality may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any Person concerning a matter related to the inspection; and,
- (d) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.

10.3 No Person exercising a power of entry on behalf of the Municipality shall enter or remain in any room or place actually being used as a dwelling unless:

- (a) the consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused and, if refused, may only be made under the authority of an order issued under section 438 of the *Municipal Act*, a warrant issued under section 439 of the *Municipal Act* or a warrant issued under section 386.3 of the *Municipal Act*;
- (b) an order issued under section 438 of the *Municipal Act* is obtained;
- (c) a warrant issued under section 439 of the *Municipal Act* is obtained;
- (d) a warrant issued under section 386.3 of the *Municipal Act* is obtained;
- (e) the delay necessary to obtain an order under section 438 of the *Municipal Act*, to obtain a warrant under section 439 of the *Municipal Act* or to obtain the consent of the occupier would result in immediate danger to the health or safety of any Person; or,
- (f) the Municipality has first given notice of its intention to enter the occupier of the land as required under subsection 435(2) of the *Municipal Act* and the entry is authorized under section 446 of the *Municipal Act*.

10.4 No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person who is exercising a power or performing a duty under this policy. For more certainty:

- (a) a refusal to consent to enter or remain in a room or place actually used as a dwelling does not constitute hindering or obstruction within the meaning of this section unless the Municipality is acting under an authority set out in section 10.3 above.

## **Part XI – Order to Discontinue Activity**

### **11. Order to Discontinue Activity**

- 11.1 Where the Licensing Officer has reasonable grounds to believe that a contravention of this policy has occurred, the Licensing Officer may make an order requiring the Person who contravened this policy, or who has caused or permitted the contravention, or the Owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity.
- 11.2 An order under section 11.1 of this policy shall set out:
- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and,
  - (b) the date by which there must be compliance with the order.
- 11.3 Any Person who contravenes an order under section 11.1 of this policy is guilty of an offence.

## **Part XII – Work Order**

### **12. Work Order**

- 12.1 Where the Licensing Officer has reasonable grounds to believe that a contravention of this policy has occurred, the Licensing Officer may make an order requiring the Person who contravened this policy, or who caused or permitted the contravention, or the Owner or occupier of the land on which the contravention occurred, to do work to correct the contravention.
- 12.2 An order under section 12.1 of this policy shall set out:
- a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and,
  - b) the work to be done and the date by which the work must be done.
- 12.3 An order under section 12.1 of this policy may require work to be done even though the facts which constitute the contravention of this policy were present before this policy came into force.

- 12.4 Any Person who contravenes an order under section 12.1 of this policy is guilty of an offence.

### **Part XIII – Remedial Action**

#### **13. Remedial Action**

- 13.1 If a Person fails to do a matter or thing, including comply with an order under this policy, as directed or required by this policy, the Municipality may, in default of it being done by the Person directed or required to do it, do the matter or thing at the Person's expense. The Municipality may recover the costs of doing a matter or thing from the Person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as municipal taxes.
- 13.2 The costs outlined in 13.1 of this policy may include interest calculated at the rate defined in the Municipality's Tax Billing and Collection Policy.
- 13.3 The amount of costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien. The lien is in respect of all costs that are payable at the time the notice is registered plus interest accrued to the date the payment is made. Upon receiving payment, the Municipality shall register a discharge of the lien in the proper land registry office.

### **Part XIV, XV, XVI – Enforcement, Penalties and Collection of Unpaid Fines**

#### **14. Enforcement**

- 14.1 This policy may be enforced by a Bylaw Enforcement Officer(s), Police Officer(s) or the Medical Officer of Health or designate.
- 14.2 **Penalties - Administrative Monetary Penalty System**
- (a) The Administrative Monetary Penalty System Bylaw applies to this policy.
  - (b) Each person who contravenes any provision of this policy shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System Bylaw, be liable to pay to the Municipality an administrative penalty.
  - (c) The property owner may be liable to pay any fines, fees and charges imposed by this policy, if the person who is found to be in violation of this policy is not the owner of the property but

occupies or is using the property with the owner's consent.

- (d) Any Person who is issued a Penalty Notice for a contravention of this policy under the Administrative Monetary Penalty Bylaw, as amended, shall not be charged under the *Provincial Offences Act* for the same contravention.

#### 14.3 **Penalties – Provincial Offences Act**

- (a) Every Person who contravenes any of the provisions of this policy is guilty of an offence pursuant to section 429 of the *Municipal Act* and all contraventions of this policy are designated continuing offences and upon conviction shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

### 15. **Collection of Unpaid Fines**

#### 15.1 **Administrative Monetary Penalty Bylaw**

- (a) All fees and charges payable under this policy constitute a debt of the person liable for payment of them to the Municipality of Hastings Highlands and, in the case of owners of a property being responsible for payment of the fees and charges, the Municipality may add the amount owing to the tax roll for the owner(s) real property and collect them in like manner as Municipal taxes.

#### 15.2 **Provincial Offences Act**

- (a) All defaulted provincial offence fines will be collected in accordance with the *Provincial Offences Act*

## **Part XVI – Permission for Vendors, Mobile Vendors and Public Markets to Operate on Municipal Property**

### 16. **General Provisions**

- 16.1 The Municipality's '*Property, Facility and Field Use Policy*' permits approved Vendors, Mobile Food Vendors and Public Markets to operate on Municipal property, subject to approval, and in accordance with the provisions of all applicable policies, bylaws and regulations.
- 16.2 In accordance with the Municipality's '*Property, Facility and Field Use Policy*' approved Vendors, Mobile Food Vendors and Public Markets will be issued a '*Permit to Operate on Municipal Property.*'

16.3 The Municipality has approved the following Municipal properties to be used by approved Vendors, Mobile Food Vendors and Public Markets:

(a) **Birds Creek Recreation Field - Outdoor Space Only**

**Location:** 160 South Baptiste Lake Rd, Bancroft, ON

i. **Number and Type of Vendor(s) Permitted:**

**One (1)** Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.).

ii. **Approved Site Map and Location – See Appendix 'I'**

(b) **Lake St. Peter Community Centre - Outdoor Space Only**

**Location:** 5 Boulter Lake Rd. Lake St. Peter, ON

i. **Number and Type of Vendor(s) Permitted:**

**One (1)** Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.).

**One (1)** Vendor (Goods, Wares or Merchandise)

ii. **Approved Site Map and Location – See Appendix 'J'**

(b) **Vacant Lot - Downtown Maynooth (Formerly Maynooth Community Centre)**

33090 Hwy 62, Maynooth, ON

i. **Two (2)** Mobile Food Vendors (Refreshment Vehicle, Food Truck/Cart etc.).

i. **One (1)** Vendor (Goods, Wares or Merchandise)

ii. **One (1)** Public Market permitted (space reserved).

iii. **Approved Site Map and Location – See Appendix 'K'**

## **Part XVII – Severability**

### **17. Severability**

17.1 If a Court of competent jurisdiction should declare any section or part of a section of this policy to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this policy and it is hereby declared that the remainder of this policy shall be valid and shall remain in full force and effect.

**Appendix 'A'**  
**Insurance Requirements**  
**Vendor/Mobile Food Vendor/Public Market**

**Insurance Requirements**

1. This appendix shall apply to those persons who carry on a Business subject to a Licence under this policy.

**Indemnification and Save Harmless**

2. Upon submitting an Application, the Applicant shall execute the following indemnity/save harmless to the satisfaction of the Municipality:
  - 2.1 The Licensee shall defend, indemnify and save harmless the Municipality of Hastings Highlands, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the Licence. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licensee in accordance with this Policy. The Licensee agrees to defend, indemnify and save harmless the Municipality of Hastings Highlands from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.
  - 2.2 The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Municipality, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person, organization or entity), fines, penalties and

surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to Persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the Municipality may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

### **Commercial General Liability Insurance**

- 2.3 The Licensee shall maintain Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$2,000,000.00 per occurrence and with an aggregate limit of not less than \$2,000,000.00 within any policy year with respect to completed operations and a deductible of not more than \$1,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:
- i. Name the Municipality as an additional insured
  - ii. Cross-liability and severability of interest
  - iii. Blanket Contractual
  - iv. Products and Completed Operations
  - v. Premises and Operations Liability
  - vi. Personal Injury Liability
  - vii. Contingent Employers Liability
  - viii. Owners and Contractors Protective
  - ix. The policy shall include 30 days' notice of cancellation
- 2.4 The prescribed limit, aggregate and deductible outlined in 2.4 shall apply unless otherwise indicated in this policy.
- 2.5 The Licensee shall maintain liability insurance acceptable to the Licensing Officer throughout the term of their Licence.



### **Third-Party Insurance Options for Vendors and Public Markets Operating on Municipal Property**

1. The Municipality's '*Property, Facility and Field Use Policy*' provides an opportunity for approved Vendors, and Public Markets to obtain third-party insurance through the Municipality's Insurer, subject to certain terms and conditions. For more information including eligibility, rates and how to apply refer to the Municipality's '*Property Facility and Field Use Policy*.'

### **Automobile Liability Insurance**

1. Where the Licensee uses or requires a Motor Vehicle to carry on their Business, the Licensee shall obtain and maintain, in full force and effect for the term of their Licence.
2. Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, unless otherwise specified in this policy in respect of the use or operation of vehicles owned, operated or leased by the Licensee.

**Appendix 'B'**  
**Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.)**  
**Operating on Private Property**

**Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.) Operating on Private Property**

1. This appendix shall apply to those persons seeking to operate as a Mobile Food Vendor on Private Property.
2. **Term of Licence**
  - (a) The Mobile Food Vendor Licence shall have the following options for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
    - iv. Twelve (12) Months (Annual Licence)
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
- 2.1 The prescribed fees for the term of licence as outlined in the Municipality's User Fee and Charges Bylaw. Payment shall accompany the application.
3. In addition to the licensing requirements set out in Section 4 of this policy, a completed Application for a Licence shall be accompanied by:
  - (a) Public Health Approval, issued within twelve (12) months prior to the date of the Application;
  - (b) a Technical Standards and Safety Authority Field Approval, issued within twelve (12) months prior to the date of the Application, for all equipment and appliances that are not approved by the Canadian Standard Association or the Underwriter Laboratories of Canada, as applicable;
  - (c) where the Mobile Food Vendor's equipment is fuelled by propane or natural gas, a certificate issued within 6 months of the Application by a provincially certified propane contractor, confirming the equipment has been inspected and found to conform to the Propane Storage and Handling Regulations, being Ontario Regulation 211/01, as may be amended or replaced from time to time shall accompany the application;
  - (d) proof of an Annual Fire Inspection, if applicable;
  - (e) a Building Permit, if applicable;

- (f) a copy of the Applicant's driver's licence, if applicable;
  - (g) a copy of the ownership for the Food Truck, if applicable;
  - (h) a plan for the containment and disposal of grey water, grease and garbage in a sanitary manner satisfactory to the Municipality;
  - (i) a description of the type of food being served;
  - (j) photo(s) showing all sides of the Food Truck/Cart;
  - (k) a site plan showing the location of the Food Truck/Cart, as it relates to other buildings, structures, parking and property lines;
  - (l) written permission of the Owner of the property consenting to the use of their property for the Food Truck/Cart which shall include:
    - i. Full Address of the Private Property
    - ii. Name(s), Date, Contact Information for all property owner(s) registered to the property
    - iii. Dates/Timelines for which the Mobile Food Vendor has permission to occupy the land
  - (m) if the Vehicle used in the Business weighs over eleven thousand (11,000) kilograms, a copy of a valid Commercial Vehicle Operator's Registration issued by the Ministry of Transportation; and
  - (n) the appropriate licence, permit and application fees required in accordance with the Municipality's User Fees and Service Charges Bylaw.
4. A separate Licence shall be required for each Food Truck/Food Cart operating in the Municipality by the same licensee;
5. No Person shall operate a Food Truck/Cart except during the following hours:
- (a) 8:00 a.m. to 11:00 p.m.
6. No Person shall operate a Food Truck/Cart:
- (a) in a manner that interferes with the normal use of a sidewalk by pedestrians;
  - (b) within 100 metres of an elementary school;
  - (c) within 91.5 metres of:
    - i. an entrance to an Eating Establishment, or
    - ii. an entrance to a place where food is offered for sale, if the Food Truck/Cart offers for sale similar food as does the Eating Establishment or place where food is offered for

sale, unless the Eating Establishment has provided its consent in writing.

- iii. within 6 metres of an entrance to any building;
- iv. in front of any window of any building so as to obstruct the view from such building through such window or the view from outside the building through such window to any display within the building;

7. Every Licensee shall maintain all Food Trucks/Carts in a clean and sanitary condition with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the Food Truck/Cart.

8. A site inspection of the Food Truck/Cart shall be conducted by the Licensing Officer and/or Bylaw Enforcement Officer prior to the issuance of a Business Licence to ensure that all requirements of this policy are in order.

**Appendix 'C'**  
**Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.)**  
**Operating on Municipal Property**

**Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.) Operating on Municipal Property**

1. This appendix shall apply to those persons seeking to operate as a Mobile Food Vendor on Municipal Property.
2. **Term of Licence**
  - (a) The Mobile Food Vendor Licence shall have the following options for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
- 2.1 The prescribed fees for the term of licence are outlined in the Municipality's User Fee and Charges Bylaw. Payment shall accompany the application.
3. In addition to the licensing requirements set out in Section 4 of this policy, a completed Application for a Licence shall be accompanied by:
  - (a) Public Health Approval, issued within twelve (12) months prior to the date of the Application;
  - (b) a Technical Standards and Safety Authority Field Approval, issued within twelve (12) months prior to the date of the Application, for all equipment and appliances that are not approved by the Canadian Standard Association or the Underwriter Laboratories of Canada, as applicable;
  - (c) where the Mobile Food Vendor's equipment is fuelled by propane or natural gas, a certificate issued within 6 months of the Application by a provincially certified propane contractor, confirming the equipment has been inspected and found to conform to the Propane Storage and Handling Regulations, being Ontario Regulation 211/01, as may be amended or replaced from time to time shall accompany the application;
  - (d) proof of an Annual Fire Inspection, if applicable;
  - (e) a Building Permit, if applicable;
  - (f) a copy of the Applicant's driver's licence, if applicable;

- (g) a copy of the ownership for the Food Truck, if applicable;
  - (h) a plan for the containment and disposal of grey water, grease and garbage in a sanitary manner satisfactory to the Municipality;
  - (i) a description of the type of food being served;
  - (j) photo(s) showing all sides of the Food Truck/Cart;
  - (k) a '*Permit to Operate on Municipal Property*' (see section 16 of this policy);
  - (l) if the Vehicle used in the Business weighs over eleven thousand (11,000) kilograms, a copy of a valid Commercial Vehicle Operator's Registration issued by the Ministry of Transportation; and
4. A separate Licence shall be required for each Food Truck/Food Cart operating in the Municipality by the same Licensee;
5. No Person shall operate a Food Truck/Cart except during the following hours:
- (a) 8:00 a.m. to 11:00 p.m.
6. No Person shall operate a Food Truck/Cart:
- (a) in a manner that interferes with the normal use of a sidewalk by pedestrians;
  - (b) within 100 metres of an elementary school;
  - (c) within 91.5 metres of:
    - i. an entrance to an Eating Establishment, or
    - ii. an entrance to a place where Food is offered for sale, if the Food Truck/Cart offers for sale similar Food as does the Eating Establishment or place where Food is offered for sale, unless the Eating Establishment has provided its consent in writing.
    - iii. within 6 metres of an entrance to any building;
    - iv. in front of any window of any building so as to obstruct the view from such building through such window or the view from outside the building through such window to any display within the building;
7. Every Licensee shall maintain all Food Trucks/Carts in a clean and sanitary condition with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the Food Truck/Cart.

8. A site inspection of the Food Truck/Cart shall be conducted by the Licensing Officer and/or Bylaw Enforcement Officer prior to the issuance of a Business Licence to ensure that all requirements of this policy are in order.

**Appendix 'D'**  
**Vendor (Goods, Wares or Merchandise)**  
**Operating on Private Property**

**Vendor (Good, Wares or Merchandise) Operating on Private Property**

1. This appendix shall apply to those persons seeking to carry on a Vendor Business on Private Property.
2. **Term of Licence**
  - (a) The Vendor Licence shall have the following option for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
    - iv. Twelve (12) Months (Annual Licence)
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
3. In addition to the licensing requirements set out in Section 4 of this policy, a completed Application for a Licence shall be accompanied by:
  - (a) written permission of the Owner of the private property consenting to the use of their property by the Applicant;
    - i. Full Address of the Private Property
    - ii. Name(s), Date, Contact Information for all property owner(s) registered to the property
    - iii. Dates/Timelines for which the Vendor has permission to occupy the property
  - (b) description of all the merchandise or services offered;
  - (c) Public Health Approval, issued within twelve (12) months prior to the date of the Application, if applicable;
  - (d) proof of inspection by the Technical Safety Standards Authority, issued within twelve (12) months prior to the date of the Application, if applicable;
  - (e) a Building Permit, if applicable; and
  - (f) a plan for the containment and disposal of garbage in a sanitary manner satisfactory to the Municipality;



4. No Licensee shall sell or offer to sell any goods or services other than those goods or services identified in the Licence.

**Appendix 'E'**  
**Vendor (Goods, Wares or Merchandise)**  
**Operating on Municipal Property**

**Vendor (Goods, Ware or Merchandise) on Municipal Property**

1. This appendix shall apply to those persons seeking to carry on a Vendor Business on Municipal Property.
2. **Term of Licence**
  - (a) The Vendor Licence shall have the following option for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
3. In addition to the licensing requirements set out in Section 4 of this policy, a completed Application for a Licence shall be accompanied by:
  - (a) a *'Permit to Operate on Municipal Property'* (see section 16 of this policy);
  - (b) description of all the merchandise or services offered;
  - (c) Public Health Approval, issued within twelve (12) months prior to the date of the Application, if applicable;
  - (d) proof of inspection by the Technical Safety Standards Authority, issued within twelve (12) months prior to the date of the Application, if applicable;
  - (e) a Building Permit, if applicable;
  - (f) a plan for the containment and disposal of garbage in a sanitary manner satisfactory to the Municipality;
4. No Licensee shall sell or offer to sell any goods or services other than those goods or services identified in the Licence Application.

**Appendix 'F'**  
**Public Market (Farmers', Flea, Craft etc.)**  
**Operating on Private Property**

**Public Market Operating on Private Property**

1. This appendix shall apply to those persons seeking to carry on a Public Market on Private Property.
2. **Term of Licence**
  - (a) The Public Market Licence shall have the following option for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
3. **Roles and responsibilities of the Public Market Coordinator**
  - (a) In addition to the licensing requirements set out in Section 4 of this policy, the Public Market Coordinator shall be responsible for and ensure that a completed application for a Licence to operate a Public Market is accompanied by:
    - i. written permission of the Owner of the private property consenting to the use of their property by the Applicant;
      - (1) Full Address of the Private Property
      - (2) Name(s), Date, Contact Information for all property owner(s) registered to the property
      - (3) Dates/Timelines for which the Public Market has permission to occupy the property
    - ii. a site plan showing the location of the Public Market, with reference to all stalls/booths, as it relates to other buildings, structures, parking and property lot lines
    - iii. Public Health Approval, issued within twelve (12) months prior to the date of the Application, if applicable;
    - iv. proof of inspection by the Technical Safety Standards Authority, issued within twelve (12) months prior to the date of the Application, if applicable;

- v. a Building Permit, if applicable; and
  - vi. a plan for the containment and disposal of garbage in a sanitary manner satisfactory to the Municipality;
4. No Licensee shall permit vendors to sell or offer to sell any goods, wares or merchandise other than those identified in the Licence Application.
5. No Licensee shall permit vendors to participate in the Public Market other than those vendors identified in the in the Licence Application.

**Appendix 'G'**  
**Public Market (Farmers', Flea, Craft etc.)**  
**Operating on Municipal Property**

**Public Market Operating on Municipal Property**

1. This appendix shall apply to those persons seeking to carry on a Public Market on Municipal Property.
2. **Term of Licence**
  - (a) The Public Market Licence shall have the following option for a term of licence:
    - i. One (1) Month
    - ii. Three (3) Months
    - iii. Six (6) Months
  - (b) Approval of the term of the Licence shall be at the discretion of the Licensing Officer.
3. The number of vendors permitted at the Public Market on Municipal Property shall be determined by the licensing officer in consultation with applicable departments, bylaws and regulations and will be communicated to the public by way of the application process and public facing resources and information.
4. **Roles and Responsibilities of the Public Market Coordinator**
  - (a) In addition to the licensing requirements set out in Section 4 of this policy, the Public Market Coordinator shall be responsible for and ensure that a completed application for a Licence to operate a Public Market is accompanied by:
    - i. a '*Permit to Operate on Municipal Property*' (see section 16 of this policy);
    - vii. Public Health Approval, issued within twelve (12) months prior to the date of the Application, if applicable;
    - viii. proof of inspection by the Technical Safety Standards Authority, issued within twelve (12) months prior to the date of the Application, if applicable;
    - ix. a Building Permit, if applicable; and
    - x. a plan for the containment and disposal of garbage in a sanitary manner satisfactory to the Municipality;

5. No Licensee shall permit vendors to sell or offer to sell any goods, wares or merchandise other than those identified in the Licence Application.
6. No Licensee shall permit vendors to participate in the Public Market other than those vendors identified in the in the Licence Application.

**Appendix 'H'**  
**Permit to Operate on Municipal Property**  
**Terms and Conditions for Vendors, Mobile Vendors and Public Markets**

**Permit for Permission to Operate on Municipal Property – Terms and Conditions**

1. This appendix shall apply to those persons who have applied for or obtained a '*Permit to Operate on Municipal Property*' in accordance with section 16 of this policy and as provided for in the Municipality's '*Property, Facility and Field Use Policy*.'
2. Applications for a '*Permit to Operate on Municipal Property*' shall be received by the Licensing Officer during office hours from **March 1 to May 31** of each year.
  - a. Permits will be issued on a first come, first served basis and subject to meeting the requirements of this policy.
  - b. If there are fewer applications than pre-selected locations then all applications received after the deadline will continue to be assigned on a first-come-first-served basis.
  - c. A '*Permit to Operate on Municipal Property*' is not eligible for renewal and will require that the Vendor, Mobile Food Vendor or Public Market submit a new application in accordance with the timelines and requirements of this policy.
3. Should more than one application be received at the same time for the same public location then the Licensing Officer shall conduct a lottery for those applications, with the winners being drawn at random.
  - a. Should an applicant not be successful in obtaining their preferred location, their name will be entered into the lottery for their second-choice location (if applicable) and so on. All public location lotteries are conducted annually with no right of renewal for existing vendors.
  - b. No position in a lottery may be transferred, sold, conveyed or assigned from the applicant to any other person or entity.
4. A completed application for a '*Permit to Operate on Municipal Property*', as provided for in section 16 of this policy, shall be accompanied by:
  - a. A completed application for a Vendor, Mobile Food Vendor or Public Market Licence.
  - b. The prescribed fees for a '*Permit to Operate on Municipal Property*' as outlined in the Municipality's User Fee and Charges Bylaw. Payment shall accompany the application.

5. A *'Permit to Operate on Municipal Property'* shall not be issued if the applicant has failed to meet the licensing requirements for a 'primary licence', being either a Vendor, Mobile Food Truck or Public Market Business Licence.
6. A *'Permit to Operate on Municipal Property'* shall be posted and in view at all times during operating hours.



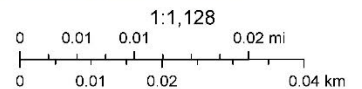
**Appendix 'I'**  
**Birds Creek Recreation Field - Outdoor Space Only**

**Location:** 160 South Baptiste Lake Rd, Bancroft, ON

**Number and Type of Vendor(s) Permitted:**

**One (1) Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.).**

Birds Creek Recreation Field  
160 South Baptiste Lake Road, Birds Creek, ON



Hastings County, Province of Ontario, Ontario MNR, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, AAFC, NRCan

Hastings County GIS

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**Appendix 'J'**  
**Lake St. Peter Community Centre - Outdoor Space Only**

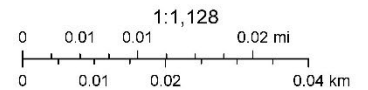
**Location:** 5 Boulter Lake Rd. Lake St. Peter, ON

**Number and Type of Vendor(s) Permitted:**

**One (1) Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.)**

**One (1) Vendor (Goods, Wares or Merchandise)**

Lake St. Peter Community Centre  
5 Boulter Lake Road, Lake St. Peter, ON



Hastings County, Province of Ontario, Ontario MNR, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, AAFC, NRCan

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### Appendix 'K' Vacant Lot - Downtown Maynooth (Former Maynooth Community Centre)

**Location:** 33090 Hwy 62, Maynooth, ON

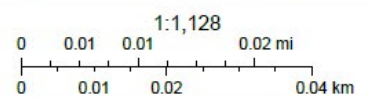
**Number and Type of Vendor(s) Permitted:**

**Two (2)** Mobile Food Vendors (Refreshment Vehicle, Food Truck/Cart etc.).

**One (1)** Public Market permitted (space reserved).

**One (1)** Vendor (Good, Wares or Merchandise)

Vacant Lot - Downtown Maynooth  
33090 Hwy 62N, Maynooth, ON



Hastings County, Province of Ontario, Ontario MNR, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, AAFC, NRCan

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