

Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart)

Business Licence Application & Mobile Food Vendor Agreement

The personal information on this form is collected under the authority of the *Municipal Act, 2001*, and the Business Licence Policy, as amended and will be used for the purposes administering, licensing, regulating and governing Vendors, Mobile Food Vendors and Public Markets in the Municipality of Hastings Highlands and in accordance with applicable laws and regulations. Questions about this collection should be directed to the Municipal Clerk, clerk@hastingshighlands.ca, Tel. 613-338-2811 ext. 277.

Mobile Food Vendor – Applicant Details

<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation		Date:	
Last Name:				First Name:			
Telephone Number:				Email Address:			
Address:				Mailing Address (if different than physical address)			
Name of Organization/Corporation/Partnership (if applicable):							
Business Address (if applicable)				Business Mailing Address (if different than physical address)			
How should municipal staff contact you in regard to this application and any future business licence correspondence? <input type="checkbox"/> by phone <input type="checkbox"/> by email <input type="checkbox"/> by both phone and email							

Mobile Food Vendor Information

Address of Mobile Food Vendor Operation:			
Name of Mobile Food Vendor Operation:			
This address is located on:	<input type="checkbox"/> Private Property	<input type="checkbox"/> Municipal Property <input type="checkbox"/> Application for a <i>Permit to Operate on Municipal Property</i> enclosed (Required)	
Mobile Food Vendor Term of Licence:	<input type="checkbox"/> 1 Month <input type="checkbox"/> 3 Months <input type="checkbox"/> 6 Months <input type="checkbox"/> 12 Months (Private Property Only)		
Mobile Food Vendor Operation Start Date:		Mobile Food Vendor Operation End Date:	
Mobile Food Vendor Operating Hours/Days of the Week: <i>A Mobile Food Vendor is only permitted to operate from 8:00 a.m. to 11:00 p.m.</i>			

Mobile Food Vendor - Acknowledgement and Agreement

Please read and initial that you understand and acknowledge the following:

☐ I have read the applicable Business Licence Policy, bylaws and legislation and understand my responsibilities as a Mobile Food Vendor

☐ No Person shall operate a Food Truck/Cart except during the following hours: 8:00 a.m. to 11:00 p.m.

☐ 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.

☐ 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

Acknowledgement of Applicant/Director

Date (YYYY MM DD)

Indemnification and Save Harmless

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.

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.

Acknowledgement of Applicant/Director

Date (YYYY MM DD)

Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart) Description List

Name of Mobile Food Vendor	Description of Items for Sale	Inspections/Reports/Supporting Documents Included

Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart) Application Guide

APPLICATION GUIDELINES - The following pages do not need to accompany the application form

Mobile Food Vendor List Guide

1. Please complete the "Mobile Food Vendor Description List" to be submitted as part of your application for a Mobile Food Vendor Licence
2. Provide a brief description of the items that the Mobile Food Vendor will make available to the public

Business Licence Fees – Vendor (Goods, Wares, Merchandise)

- Business Licence Fees shall be charged in accordance with the Municipality's User Fees and Service Charges Bylaw
- Inspections/Reports/Letters that are issued by Municipal Department's (Fire, Building etc.) in support of a Business Licence application shall not be charged the applicable fee(s) listed in the Municipality's User Fees and Service Charges Bylaw
- Additional fees may be incurred by the applicant for third-party inspections, certificates and approvals (ie. HPEPH Inspection). Fees for these services are to be paid direct to the vendor/supplier
- In accordance with the Municipality's Business Licence Policy, Business Licence fees will not be prorated or refundable
- Payment for a Business Licence can be made in the following ways:
 - Cash (In-Office)
 - Debit (In-Office)
 - Cheque (Payable to the Municipality of Hastings Highlands)

MOBILE FOOD VENDOR - APPLICATION REQUIREMENTS

The below requirements outline what documents a Mobile Food Vendor is responsible for submitting at the time of application:

Required Document(s) - Mobile Food Vendor	
Commercial General Liability Insurance	Required (see chart below)
Automobile Liability Insurance	If Applicable
Letter of Permission from Property Owner(s)	Applicable Only if Operating on Private Property
Permit to Operate on Municipal Property	Applicable only if approved to operate on Municipal Property
Annual Fire Inspection	If Applicable (see chart below)
TSSA Propane Inspection (Issued within twelve (12) months of the application date)	If Applicable (see chart below)
Propane Storage and Handling Certificate (issued within 6 months of the application date)	If Applicable (see chart below)
Valid Commercial Vehicle Operator's Registration (Issued by MTO)	If Applicable (see chart below)
Site Plan	Applicable Only if Operating on Private Property
Building Permit	If Applicable (see chart below)
Hastings Prince Edward Public Health Inspection (HPEPH) (Issued within twelve (12) months of the date of the Application)	Required (see chart below)
Plan for the containment and disposal of grey water, grease, and garbage (as applicable and in a sanitary manner, satisfactory to the Municipality)	Required (see chart below)
Mobile Food Vendor Description List	Required (included within application)
Copy of Driver's Licence for all Operator's (if applicable)	If Applicable
Copy of the ownership for the Food Truck (if applicable)	If Applicable
Photo(s) of all sides of the Refreshment Vehicle or Food Truck/Cart	If Applicable

A copy of a valid Commercial Vehicle Operator's Registration issued by the Ministry of Transportation

If Applicable (see chart below)

Note: A site inspection of the Refreshment Vehicle, Food Truck/Cart will 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 the policy are in order.

Glossary of Required Inspections/Approvals/Certificates etc.

Commercial General Liability Insurance	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> Name the Municipality as an additional insured Cross-liability and severability of interest Blanket Contractual Products and Completed Operations Premises and Operations Liability Personal Injury Liability Contingent Employers Liability Owners and Contractors Protective The policy shall include 30 days' notice of cancellation The Municipality's '<i>Property, Facility and Field Use Policy</i>' provides an opportunity for approved Mobile Food 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 '<i>Property Facility and Field Use Policy</i>.'
Automobile Liability Insurance	<ul style="list-style-type: none"> If 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: <ul style="list-style-type: none"> 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
Letter of Permission from Property Owner(s)	<p>Written permission from the registered owner of the private property consenting to the use of their property that contains:</p> <ul style="list-style-type: none"> Full Address of the Private Property Name(s), Date, Contact Information for all property owner(s) Dates/Timelines for which the Public Market has permission to occupy the property <p>*Not applicable if operating on approved Municipal property</p>
Permit to Operate on Municipal Property	<ul style="list-style-type: none"> The Municipality has approved the following Municipal properties to be used by a limited number of approved Vendors, Mobile Food Vendors and Public Markets. These properties are: <ul style="list-style-type: none"> Birds Creek Recreation Field 160 South Baptiste Lake Rd, Bancroft, ON One (1) Mobile Food Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.) Vacant Lot - Downtown Maynooth 33090 Hwy 62, Maynooth, ON One (1) Mobile Food Mobile Food Vendors (Refreshment Vehicle, Food Truck/Cart etc.) One (1) Public Market (space reserved) Lake St. Peter Community Centre 5 Boulter Lake Rd. Lake St. Peter, ON One (1) Mobile Food Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart etc.) One (1) Mobile Food Vendor (Refreshment Vehicle, Food Truck/Cart) Approved Mobile Food Vendors receive a '<i>Permit to Operate on Municipal Property</i>' which is subject to certain terms and conditions. (Refer to the Municipality's '<i>Property, Facility and Field Use Policy</i>' for more details and additional application forms)
Technical Standards and Safety Authority Field Approval, (Issued within twelve (12) months of the application date)	<ul style="list-style-type: none"> 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; More information can be found at https://www.tssa.org/food-truck-safety Or call 1-877-682-TSSA (8772)
Propane Storage and Handling Certificate (issued within 6 months of the application date)	<ul style="list-style-type: none"> If the Mobile Food Vendor's equipment is fueled by propane or natural gas, a certificate issued within 6 months of the application date, 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

Valid Commercial Vehicle Operator's Registration (Issued by MTO)	<ul style="list-style-type: none"> 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
Hastings Prince Edward Public Health (HPEPH) Inspection (Issued within twelve (12) months of the date of the application)	<ul style="list-style-type: none"> Public Market/Vendor Requirements: <ul style="list-style-type: none"> HPEPH requires that if you are an organizer or a food vendor at an upcoming special event (e.g. fundraisers, community/religious/service club events) or farmers' markets, and you intend to serve food to the general public, that you complete and submit the appropriate form(s)/notifications to Hastings Prince Edward Public Health. The forms are available online at https://www.hpepublichealth.ca/special-events/ or by contacting HPEPH at 613-966-5500 or 1-800-267-2803, ext. 677 Mobile Food Vendor Requirements: <ul style="list-style-type: none"> Complete the required forms/application available at: https://www.hpepublichealth.ca/guidelines-for-opening-a-food-premises/ There are some specific requirements for mobile food premises, outlined by the province Vendor (Food Sales Only) <ul style="list-style-type: none"> Complete the required forms/application/notification available at: https://www.hpepublichealth.ca/guidelines-for-opening-a-food-premises/ There are some specific requirements for mobile food premises, outlined by the province
Annual Fire Inspection	<ul style="list-style-type: none"> Annual Fire Inspections are issued by Hastings Highlands Fire Department, in compliance with all applicable bylaws, statutes and regulations
Building Permit	<ul style="list-style-type: none"> Building Permits are issued by the Municipality's Building Department. For assistance in determining whether or not you require a Building Permit visit https://www.hastingshighlands.ca/living-here/building-and-construction/apply-for-a-building-permit/ OR contact the Municipal Office for more information
Site Plan	<p>A site plan is required for review of the application. The site plan will need to be clear and at minimum show the following:</p> <ul style="list-style-type: none"> The boundaries and dimensions of the subject land. The location, size and type of all existing buildings and structures, including septic systems, in the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear lot lines, and the side yard lot lines. The location, size and type of all proposed vendor, mobile food vendor, and public market in the subject land, indicating distances to property lot lines and any structures. The location and area of parking that clearly shows the number and location of parking spots in relation to existing and proposed structures and property lot lines. The approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that, in the opinion of the applicant, may affect the application (including railways, roads, watercourses, drainage ditches, lake, pond, river or stream, banks, wetlands, wooded areas, wells, and septic tanks). The current uses on land that are adjacent to the subject land. The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way. The location and nature of easements and rights-of-way affecting the subject land. The distance of the proposed vendor, mobile food vendor, and public market to any water features, including, but not limited to, lakes, rivers, streams, creeks and ponds.
Plan for the containment and disposal of grey water, grease, and garbage (as applicable and in a sanitary manner, satisfactory to the Municipality)	<ul style="list-style-type: none"> The plan for the containment and disposal of grey water, grease, and garbage shall be developed and executed in compliance with all applicable bylaws, statutes and environmental regulations.