

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 13-2016

Being a By-Law to License and Regulate businesses which operate an exhibition, concert, festival and other organized amusements held for profit or otherwise at which one hundred (100) people or more attend.
This By-Law shall be referred to as the **Event By-Law**.

WHEREAS a municipality may license and regulate events as provided and pursuant to Sections 128, 150 and 151 of the *Municipal Act*, S.O. 2001, c.25 as amended;

AND WHEREAS Council deems it necessary and expedient to protect and maintain the health and safety of the inhabitants of the Township and to regulate and control any nuisance;

AND WHEREAS the Corporation of the Township of Greater Madawaska deems it expedient to exercise the said powers vested in it by the said Act;

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts as follows:

1. DEFINITIONS

1.01 In this By-law:

CAO means the Chief Administrative Officer of The Corporation of the Township of Greater Madawaska

CBO means the municipal Chief Building Official or their designate of The Corporation of the Township of Greater Madawaska.

Council shall mean the Council of The Corporation of the Township of Greater Madawaska;

EMS shall mean the local paramedic services operated by the County of Renfrew;

Emergency Plan shall mean a document developed in consultation with the OPP, Fire Department and other officials as deemed necessary by the Municipality to detail how the site will be managed by the Organizer in the event of an emergency;

Event Site Plan shall mean a document which is drawn to outline or show the requested services in order for this event to proceed;

Fire Department shall mean the fire chief or designate from the Greater Madawaska Fire Department;

Municipality shall mean The Corporation of the Township of Greater Madawaska;

OPP means the Ontario Provincial Police;

Organizer shall mean every person who proposes to organize, operate or manage a Special Event pursuant to this By-law;

Person shall include an individual, any form of association of individuals or a corporation;

Event means an exhibition, concert, festival and other organized amusements held by a business for profit or otherwise at which one hundred (100) people or more attend.

2. REQUIREMENT FOR LICENCE

2.01 No person shall conduct or permit an Event within the Municipality or permit any lands within the Municipality to be used for an Event unless the CAO has issued a license for the Event in accordance with this By-law.

2.02 An Event shall not exceed 30 days in any calendar year unless approved by the Council of the Township of Greater Madawaska.

2.03 No license for an Event shall issue unless there be compliance with the Noise By-Law and any land use By-Law.

3. APPLICATION FOR LICENCE

3.01 Every person who wishes to obtain a license for an Event shall, not later than sixty (60) days prior to the proposed commencement date of the Event, submit an application to the CAO in the form of application attached as Schedule "A" to this By-law.

3.02 Every application for an Event shall include all of the information prescribed by this By-law and be accompanied by a cheque payable to the Municipality for the licence fees payable in accordance with this By-law.

3.03 Every application for license for an Event may include the following information:

- (a) A description of the Event;
- (b) The proposed date or dates of the Event and hours of operation;
- (c) A statement as to the maximum number of persons expected to be in attendance each day at the Event;
- (d) The name(s), current address(es), email address(es), cell number(s) and telephone number(s) of every person who is an Organizer of the Special Event, including a description of his or her particular duties and responsibilities in respect of the Special Event;
- (e) In the case of an application by a corporation, evidence of good corporate status;
- (f) The municipal address of the property where the Special Event will be held;
- (g) The name(s), current address(es), email address(es), cell number(s) and telephone number(s) of every registered owner of the property where the proposed Special Event will be held;
- (h) A detailed drawing or event site plan showing the location and size of the area where it is proposed to hold the Event, including a description of the facilities and arrangements for:
 - (i) The preparation, sale and consumption of food or refreshments, including necessary approvals from the Public Health Unit and local Fire Department, with fencing and seating noted;
 - (ii) Toilet and other sanitary requirements, including disposal of grey water and waste from temporary "go-huts or commodes" or recreational vehicles with attached contracts, if available, or proof the existing facilities are approved to process the volume of septage and waste water produced;
 - (iii) Waste and recyclables disposal bins;
 - (iv) The entertainment and spectator areas and detailed plans on handicapped seating, necessary fencing and entrances and exits;

- (v) Motor vehicle parking, including traffic control at the points of entry and exit onto public roads, and separation of motorized vehicles including, snow machines, ATV's and motorcycles from the spectators and any temporary camping facilities;
- (vi) Any and all temporary grandstands and raised or constructed seating areas such to be inspected by the municipal CBO;
- (vii) The exhibition or sale of goods or services, if any;
- (viii) Temporary areas for camping and tenting complete with entry and access points for emergency vehicles;
- (ix) Lighting reports including hours of operation and after hours safety lighting, the pathway of wires on the ground, under ground and through the air and the plan to be signed off by a qualified electrician;
- (x) Appropriately fenced or designated areas for the sale of alcohol and provide a copy of the applicable licenscing authority permit;
- (xi) The discharge of fireworks. Fireworks can only be set off between the hours of 6 pm and 11 pm and must have an area shown on the site plan where they will be discharged from and an area shown where they will land. A copy of the licence of the person(s) setting them off must be provided a minimum of one week before the Special Event. The time of the discharge must be advertised in advance to warn adjacent property owners and residents, advertisement must be a minimum of one month prior to the event and at a minimum a sign shall be posted on the property hosting the special event. The plan for setting them off and the site of discharge must be reviewed and approved by the Fire Department.
- (i) A plan (illness or incapacitation plan) for assisting those stricken by illness or incapacitation while attending the event in conjunction with the Chief of Paramedic Services, or the St John's Ambulance Service, or the Canadian Ski Patrol System or any other body qualified to offer such services;
- (j) A report indicating the expected levels of noise and the management of noise from the Special Event;
- (k) A copy of a letter to the OPP (Killaloe or Renfrew Detachment) advising them of the Special Event and outlining the arrangements that have been made to provide adequate security for the Special Event, including crowd control, traffic control, on site security, emergency plan for evacuation of the site and the protection of properties in the vicinity of the Special Event;
- (l) A copy of a letter advising the Medical Officer of Health of the Special Event and outlining the arrangements that have been made in respect of the preparation, refrigeration and sale of food, toilet and sanitary conditions, and the disposal of kitchen and expected waste;
- (m) A copy of a letter advising the Fire Department of the Special Event identifying potential hazards, water sources and preventative measures expected to be employed by the applicant;
- (n) A copy of a letter advising the CBO of the Special Event;
- (o) A signed statement by every person who is an Organizer or, in the case of an Organizer that is a corporation, an officer or director of the corporation, who has authority to sign on behalf of the corporation and by every owner of the property where the Special Event will be held that the information contained in the application is accurate and true and confirming that they have read this By-law;
- (p) An agreement in a form satisfactory to the Municipality executed by each Organizer of the Special Event and every registered owner of the property where the Special Event will be held that includes a covenant to indemnify and save harmless the Municipality, its officials, agents and employees from all costs, expenses, damages, claims and actions that were directly or indirectly caused by

or that were the result of the Special Event or that resulted from the issuing of a license for the Special Event;

(q) A Certificate of Insurance of comprehensive general liability insurance issued by an insurance company licensed to issue such Certificate in the Province of Ontario providing for coverage for the duration of the Special Event in the amount of at least five million dollars (\$5,000,000.00) for injuries, damages, tort claims, actions caused by or resulting from the Special Event and Liquor Liability if there is an Special Occasions Permit, and naming every Organizer of the Special Event and the Township be added an additional insured;

(r) An application fee in the form of cash, certified cheque or money order payable to The Corporation of the Township of Greater Madawaska in the amount of seven hundred and fifty dollars (\$750.00).

4. ISSUANCE OF LICENCE

4.01 Upon receipt of an application for a Special Event license and upon being satisfied as to the accuracy, completeness and sufficiency of the information submitted in support of the application, the CAO shall issue the Special Event license in the name of every applicant and owner of the property.

4.02 If the CAO, having reviewed an application, determines that there are other unique or special circumstances concerning the Special Event that warrant the imposition of special conditions for the better protection of the community and its inhabitants or the persons attending the event, the CAO shall request additional information or conditions not identified in the body of this By-law.

4.03 In addition to such special conditions as the CAO may impose, every licence issued for a Special Event shall be deemed to have been issued on the condition that the Special Event will be operated strictly in accordance with the information submitted in support of the application.

4.04 A license issued under this By-law may not be transferred except with the consent of the Municipality expressed in the form of a letter issued by the CAO.

4.05 Despite the mandatory requirements of Section 3, the CAO (or the Committee of Council) may waive any or all the requirements listed in that section in the event that the CAO (or the Committee of Council) determines that any of the requirements do not apply.

5. REVOCAION OF LICENCE

5.01 If at any time the CAO, acting reasonably, determines that:

(a) Incorrect or false information of a material nature was submitted in support of an application for a Special Event,

(b) The Special Event is being advertised or operated in a manner contrary to the conditions of the licence or the information submitted in support of the application for the licence,

(c) Based on the advice or recommendation of the OPP, Medical Officer of Health, CBO or Fire Department that a situation has developed in connection with the Special Event that presents a serious risk to the health and safety of members of the community or those attending the event,

5.02 The CAO may immediately cancel the licence upon written notice delivered to any person who is an Organizer of the event or to an owner of the property on which the Special Event is being operated.

5.03 If a license for a Special Event is cancelled, every person who is an Organizer and every person who is an owner of the property on which the event is being operated shall forthwith take all steps necessary to shut down the Special Event.

6. EXEMPTIONS

6.01 This By-law shall not apply to Special Events which are organized by or conducted on any property owned by:

- (a) The Municipality;
- (b) A church or other recognized religious organization;
- (c) A local not for profit or community service group which can demonstrate continued and long standing contribution of funds to the betterment of the local community;
- (d) Schools.

7. OFFENCES

7.01 Any person who contravenes this By-law is guilty of an offence and shall, upon conviction be liable to payment of a fine as provided for under the *Provincial Offences Act* R.S.O. 1990, c. P.33.

7.02 In addition to any other remedies available to the Municipality, any cost or expense incurred by the Municipality that results directly from the Special Event shall constitute a charge payable to the Municipality in accordance with Part XII of the *Municipal Act, 2001*, and every Organizer of the Special Event and every owner of the property where the Special Event is held shall be liable for payment of the charge and the amount owing may be added to the tax roll of the property and collected in the same manner as taxes together with interest thereon at the same rate as payable on unpaid taxes.

8. SEVERABILITY

8.01 Should any section, clause, sub-clause, provision or part of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole, nor any part thereof, other than the part declared invalid.

9. EFFECTIVE DATE

9.01 This By-Law shall come into effect on the 22nd day of March, 2016.


10. REPEAL

10.01 On the Effective Date, By-Law 30-2011 shall and the same are hereby repealed.

BE IT FURTHER ENACTED that all or parts thereof and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 22nd day of March, 2016

READ a third time and passed this 22nd day of March, 2016



Glenda McKay
Mayor



Allison Holtzhauer
CAO Clerk/Treasurer

SCHEDULE 'A'
BY-LAW NUMBER 13-2016

Being a By-law to regulate and license Events

DATE _____

NAME OF APPLICANT (S): _____

MAILING ADDRESS:

CURRENT EMAIL: _____

PHONE NUMBER: _____

CELL NUMBER: _____

LOCATION OF EVENT, 911 CIVIC ADDRESS AND SIZE OF AREA ON WHICH THE
EVENT WILL BE HELD

DATE OF EVENT _____

FACILITIES / ARRANGEMENTS FOR THE FOLLOWING:

HANDLING OF FOOD (section 3, v, a)

TOILET AND SANITARY REQUIREMENTS (section 3, v, b)

HOUSEHOLD WASTE AND RECYCLING DISPOSAL (section 3, v, c)

ON SITE SECURITY (Crowd and Traffic Control section 3, v, d,e,f)

EVENT SITE PLAN TO BE INCLUDED _____

Indicate location of entertainment, spectators, motor vehicle parking, food/refreshments,
sale of goods/services, camping, sanitary services etc (section 3, v, a,b,c,d,e,f,g,h,i,j,k)

ESTIMATED NUMBER OF ATTENDEES

LETTERS OF COMPLIANCE PERTAINING TO THE EVENT (to be filed with the
application)

ONTARIO PROVINCIAL POLICE _____
(Killaloe and/or Renfrew Detachment section 3, viii)

MEDICAL OFFICER OF HEALTH _____
(Renfrew County & District Health Unit section 3, ix)

CHIEF FIRE OFFICIAL _____
(Township of Greater Madawaska, section 3, x)

CHIEF BUILDING OFFICIAL _____
(Township of Greater Madawaska section 3, xi)

CHIEF OF PARAMEDIC SERVICES _____
(County of Renfrew section 3, vi)

DESCRIPTION OF THE MEANS/METHODS TO KEEP NOISE TO A LEVEL THAT
WILL NOT DISTURB INHABITANTS IN THE VICINITY (section 3, vii)

AGREEMENT BY APPLICANT CONVENANTING TO INDEMNIFY AND
SAVE HARMLESS THE CORPORATION OF THE TOWNSHIP OF GREATER
MADAWASKA (section 3, xiii) _____

CERTIFIED COPY OF COMPREHENSIVE GENERAL LIABILITY INSURANCE
(section 3, xiv) _____

LICENCE FEE (Payment to be included with application) _____

DECLARATION

As the applicant/owner named above, I hereby make this application and confirm that I
have read By-law Number 13-2016 and agree to abide by its regulations.

INDEMNITY

As an Organizer/owner, I hereby covenant and agree to indemnify and save harmless
The Corporation of the Township of Greater Madawaska its officials, agents and
employees from all costs, expenses, damages, claims and actions that are directly or
indirectly caused by or that are the result of the Special Event or that may result from
the issuing of a license for the Special Event.

I also certify I have the authority to sign this agreement on behalf of the Organizers of
the Special Event.

DATED THIS _____ DAY OF _____, _____.

Applicant(s)

Owner(s)

THIS LICENCE IS HEREBY
GRANTED AND IS IN EFFECT
FOR THE PERIOD

CAO