

CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. 9-15

(Special Event, Motor Vehicle Racing and Rally By-law)

WHEREAS the Township's Official Plan prohibits the racing of motorized vehicles on both public and/or private lands,

AND WHEREAS in certain instances, *special events* and the operation of motorized recreational vehicles on public and private lands through *rallies* may be appropriate;

AND WHEREAS Council deems it appropriate to regulate *special events* and *rallies* and prohibit races to ensure public safety and control noise, traffic, odour, and nuisance; to mitigate negative impacts on the community; and to ensure that the Township is able to prepare and respond where necessary;

AND WHEREAS Section 8 through 11 of *the Municipal Act*, S.O. 2001, c. 25, as amended, confers broad authority on a Township to govern its affairs as it considers appropriate and to pass by-laws to regulate or prohibit matters within its jurisdiction;

AND WHEREAS Section 429 of *the Municipal Act*, S. O. 2001, c.25 as amended, permits a municipality to establish a system of fines for offences under a by-law passed under *the Municipal Act*.

NOW THEREFORE the Council of the Corporation of the Township of Mulmur, **enacts as follows:**

1. DEFINITIONS

In this By-law:

- a) "highway" means a common and public highway, including a Provincial highway, County road, Municipal road, street, forced or deviation road or road allowance, regardless of whether it is maintained or not maintained as a public thoroughfare.
- b) "motor vehicle" means any vehicle propelled or driven otherwise than by muscular power and without limiting the generality of the foregoing, includes an automobile, motorcycle and all-terrain vehicle, but does not include a snowmobile operated on public or private land with the permission of the landowner, or on a trail operated by a snowmobile club or a properly licensed and insured snowmobile operated on a highway;
- c) "race" means a contest in which two or more persons attempt to operate their motor vehicles on public and/or private land or on a highway so as to:
 - i) complete a designated route in a specific period of time or,
 - ii) reach a specified destination within a specified period of time or the fastest time.
- d) "rally" means a contest in which two or more persons attempt to operate their motor vehicles on public and/or private land or on a highway so as to:
 - i) complete a designated route in accordance with a set of instructions, or;
 - ii) complete a designated route in accordance with a set of instructions and in a specified period of time, or
 - iii) earn points or obtain awards or rewards based on how the motor vehicle is operated;

but, for clarity, shall not include a driving or sightseeing tour of the countryside, or a tour of fine homes, or a restaurant tour or birdwatching tour, or an artists or crafts tour or any other such similar, organized event on or involving a highway.

- e) “*special event*” means an organized event capable of hosting greater than 50 people per day, that is not a *race* or *rally*, but that:
 - a. is conducted on public and/or private land or on a *highway* within the *Township*;
 - b. involves or potentially involves participation by the general public; and
 - c. shall include but not be limited to: sporting and leisure events, wedding hosting, fundraisers, permanent garage sales, flea markets, events requiring a special occasion permit, concerts, festivals and community gatherings.

An event that meets the above criteria shall be considered a *special event* regardless of whether or not an admittance is charged; and whether or not it is non-profit or a commercial activity; and regardless of whether or not it is a private event or open to the general public.

- f) “Township” means the Corporation of the Township of Mulmur.

2. PROHIBITION

A *race*, as defined herein, shall be prohibited within the *Township*.

3. EXEMPTIONS

This By-law shall not apply to the following:

- a) events organized by the *Township*;
- b) events held at locations which are properly zoned and designated for the event;
- c) events which are covered under a separate agreement with the Township, such as a facility rental agreement;
- d) weddings hosted by a family member; family celebrations and family reunions; and
- e) organized walks and runs.

4. REGULATIONS

No person shall conduct or permit to be held a *special event* or *rally* within the Township, unless the *Township* has authorized the *special event* or *rally* and the organizer has completed the Application Form with the *Township*, and complies with the conditions set out in the application form, which shall form an agreement upon being signed by both parties.

5. APPLICATION

A *rally* or a *special event* other than a *race* may be considered by the Council of the *Township* provided the following requirements, have been satisfied;

- a) A complete *special event* or *rally* application has been submitted to the *Township*, accompanied by a non-refundable fee of \$250.00, a minimum of 60 days prior to the *special event* or *rally*.
- b) Written authorization from the land owner, where the applicant is not the land-owner, of all lands associated with the *special event* or *rally*;
- c) Where the applicant is prepared to enter into an agreement with the Township, and provide necessary securities as provided in section 6 of this by-law, and where such agreement is a requirement of section 4.

6. AGREEMENT

The applicant shall complete the Municipality’s application form, substantially in the format as the application form attached as Schedule “A”, attached to and forming part of this by-law, which shall form an agreement. Council hereby authorizes the Clerk (or designate) to enter into the agreement. Any substantial

changes to Schedule “A” shall be approved by a motion of the Council of the Township of Mulmur.

7. GENERAL

7.1 Due to the scale, duration, past issues and potential impacts or any other concerns, the Council of the Township may refuse an application for a *special event* or *rally*. An applicant may apply to the Township for a Temporary Use of lands or buildings under section 39, Temporary Use Provisions of *the Planning Act*, R.S.O. 1990, C.P. 13, as amended.

7.2 The Township, its staff and consultants may enter the *special event* or *rally* at any reasonable time for the purpose of carrying out an inspection to determine compliance with this By-law and agreements under this by-law or to ensure compliance with a direction or order made under this By-law or under *the Municipal Act*, 2001.

8. CONTRAVENTION AND SYSTEM OF FINES

8.1 Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction thereof is liable to:

a) In the case of an individual, be liable to a fine of not more than \$10,000.00, exclusive of costs for a first offence and not more than \$25,000.00, exclusive of costs, for each subsequent offence

b) In the case of a corporation, be liable to a fine of not more than \$50,000.00, exclusive of costs for a first offence and not more than \$100,000.00, exclusive of costs, for each subsequent offence.

8.2 Every person who fails to obtain a permit under this By-law or fails to provide the necessary documentation or necessary insurance or acts in contravention of an obtained permit or permits an unauthorized *special event* or *rally* to be held on and/or cross their land(s) shall be fined a fine of no less than \$2,500 payable to the Township of Mulmur. Failure to remit the fine will result in this amount being added to the property taxes associated with this roll number(s) and all penalties and interest will be charged accordingly.

8.3 In the event that any particular provision or part of any provision of this by-law is found to be invalid or unenforceable for any reason whatsoever, then the particular provision shall be deemed to be severed, and the rest of the by-law shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

9. By-law Number 24-1976 is hereby rescinded.

This By-law shall come into force and take effect on the date of passage hereof.

READ A FIRST AND SECOND TIME ON THE 1ST DAY OF APRIL, 2015.

READ A THIRD TIME AND FINALLY PASSED ON THE 1ST DAY OF APRIL, 2015.

ORIGINAL SIGNED

ORIGINAL SIGNED

PAUL MILLS, MAYOR

TERRY HORNER, CLERK



SCHEDULE "A" TO BY-LAW 9-15

<p><u>FOR OFFICE USE ONLY</u></p> <p>Fee: \$250 Date Received: _____</p> <p>Roll Number: _____</p>

AGREEMENT FOR A SPECIAL EVENT OR RALLY

(As required by By-law 9-15)

THIS AGREEMENT made this _____ day of _____, 20____

BETWEEN

Hereinafter called the "applicant"

OF THE FIRST PART

AND

THE TOWNSHIP OF MULMUR

Hereinafter referred to as the "Municipality"

OF THE SECOND PART

DATED THIS _____ OF _____, 20__

WHEREAS, the applicant is organizing a *special event or rally*;

AND WHEREAS By-Law 9-15 regulates *special events* and rallies and provides that the Municipality may enter into an agreement with respect to a *special event and/or rally*;

AND WHEREAS the *special event and/or rally* is anticipated to have approximately _____ attendees, including spectators, officials and participants.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereby covenant and agree as follows:

1. The applicant agrees to run the *special event or rally* as set out in the table below:

Location of <i>Special Event or Rally</i>	
Date(s)	
Time(s)	
Owner of <i>Special Event or Rally</i> location	
Property Owner Contact	
Description of <i>Special Event or Rally</i>, including route information	

2. The applicant agrees to provide proof of insurance a minimum of 14 days prior to the *special event* or *rally* that includes liability coverage for the Township, as an additional insured, in the amount of a minimum of \$2,000,000.00 per occurrence and in a form approved in advance by the Township.
3. The applicant agrees to provide notification to landowners within 120 metres to the *special event* site or *rally* destination and adjacent or abutting to *rally* route, with details sufficient to satisfy the Municipality, at least 14 days in advance of the *special event* or *rally*.
4. The applicant agrees to provide adequate off-road parking for the *special event* or *rally*.
5. The applicant agrees that it shall not be entitled to use municipal property, including roads, facilities and parks without the identification of such property being explicitly included within this agreement.
6. The applicant agrees to provide dust and noise control to the Municipality's satisfaction.
7. The applicant acknowledges and agrees that the requirements of all other applicable statutes, regulations and by-laws (eg. the noise by-law, fire by-law, etc.) must be adhered to.
8. The applicant agrees that the Municipality shall have the right to collect any funds necessary to rectify any consequences of the *special event* or *rally*.
9. The applicant agrees to provide confirmation that a permit is not required from the Conservation authority and Niagara Escarpment, or where a permit is required, a copy of the permit shall be provided to the Municipality.
10. Where documentation is to be provided or notice is required under this agreement, it shall be delivered as follows:

Applicant:

Applicant Name: _____

Organization: _____

Address: _____

Telephone
Number: _____

Email: _____

Municipality:

Township of Mulmur, 758070 2nd Line East, Mulmur, ON, L9V 0G8

Fax: 705 466-2922

I the undersigned am the authorized agent and/or the applicant. My signature certifies that I have read and do understand the permit regulations attached to this application form, and agree to abide by these regulations.

Signature of Applicant/Authorized Agent

Date

Signature of Municipal Office Representative

Date