



BY-LAW NO. 25- 2021

(Special Event, Motor Vehicle Racing and Rally)

A BY-LAW OF THE TOWNSHIP OF MULMUR RESPECTING THE PERMITTING, REGULATING, AND GOVERNING OF SPECIAL EVENTS ON PUBLIC AND PRIVATE PROPERTY, PROHIBITING THE RACING OF MOTORIZED VEHICLES ON BOTH PUBLIC AND/OR PRIVATE LANDS AND REPEALING BY-LAW 22-18.

WHEREAS the Township's Official Plan generally prohibits the racing of motorized vehicles on both public and 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, confer 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. 0. 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*.

AND WHEREAS Section 434.1 of *the Municipal Act*, S. 0 . 2001, c.25 as amended, permits a municipality to require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to obey a by-law of the municipality.

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) "**season sales**" means any building, structure that has not been approved through a municipal approval and building permit or a vehicle, trailer, tent or cart that is intended to provide for the sale of food, beverages or goods to the public on a seasonal basis.
 - c) "**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.
 - d) "**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 time period or,
 - ii) reach a specified destination within a specified time period or the fastest time.
 - e) "**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) 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.
- f) "**special event**" means an organized event attended by than 50 people within a given 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. shall include but not be limited to: sporting and leisure events, wedding hosting, fundraisers, permanent garage sales, flea markets, 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.

- g) **"Township"** means the Corporation of the Township of Mulmur.

2. INTERPRETATION

- (1) This By-law includes the Schedules annexed hereto and the Schedules are hereby declared to form part of this by-law.
- (2) Where the time for doing any act or taking any proceeding expires on a Saturday, Sunday or Public Holiday, the act or proceeding may be done or taken on the next workday except as provided otherwise in this by-law.
- (3) Wherever this by-law refers to a person with reference to gender or the gender neutral, the intention is to read the by-law with the gender applicable to the circumstances.
- (4) The reference to a day or days in this by-law shall mean a calendar day or days, unless the by-law specifically indicates otherwise.
- (5) Headings are inserted for ease of reference only, form no part of this By-law, and shall not effect in any way the meaning or interpretation of the provisions of this By-law.

3. PROHIBITION

No person shall organize, hold, participate in or permit on land owned by the said person, a *race*, as defined herein, within the *Township*.

4. 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 and that meet all other provisions of this by-law;
- 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.

5. REGULATIONS

No person shall hold or permit to be held a special event or rally within the Township, unless the Township has authorized the special event or

rally. Prior to the Township authorizing a special event or rally, the organizer shall consult with the Clerk or designate and submit an application to the Township, including a completed application form.

6. APPLICATION

Applications for special events or rallies that have the potential for noise impacts, as determined by the Clerk, and are open to the general public or include ticket sales, shall require approval of the Council of the Township of Mulmur. All other requests may be considered by the Clerk or designate.

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

- (1) A complete special event or rally application has been submitted to the Township, accompanied by the non-refundable fee, as per the Township Fees and Charges By-law., a minimum of 90 days prior to the special event or rally. Registered not-for-profit organizations and charitable events where proceeds go to directly support local services used by Mulmur residents and businesses are exempt from the Township fee requirements outlined above.
- (2) Written authorization from the landowner, where the applicant is not the landowner, of all lands associated with the special event or rally;
- (3) Where the Township deems it necessary, the applicant has provided such securities as the Township may require.
- (4) The following conditions shall be met 30 days prior to the event, as determined by the Clerk:
 - (a) a site plan;
 - (b) traffic plan, if required;
 - (c) satisfactory proof that the applicant is eighteen (18) years of age or older;
 - (d) written confirmation that the owner(s) and occupant(s) of the property on which the special event is to be held have knowledge of and consent to the special event;
 - (e) proof of insurance. In an amount not less than 2,000,000.00, with the Township of Mulmur listed an additional insured;
 - (f) Written Confirmation from the Conservation Authority indicating no objections and that the event does not require a permit, if applicable;
 - (g) Written confirmation from the Chief Building Official and/or Fire Chief indicating no objections and that the event does not

require a permit, if any structures will be erected specifically for the event;

- (h) the quantity and type of any commercial vehicles and heavy vehicles, as defined under the Highway Traffic Act, and the quantity of vehicles that are proposed to be included or used in the special event, if applicable;
 - (i) the quantity and type of all cooking, heating, sound and lighting equipment, stages, bleachers, tents, amusement rides, dunk tanks, heating equipment, generators and any other specialized equipment to be used during the special event, including the type of fuel used to operate the equipment and fuel storage plans, if applicable;
 - (j) If applicable, notice of the event circulated to Fire Chief, Emergency Medical Services, Ontario Provincial Police, Public Health Unit and Chief Building Official;
 - (k) any other information the Clerk and/or Council deems necessary in the circumstances, including the production of plans and specifications.
- (5) The information and plans provided by the applicant under subsection (4) shall be to the satisfaction of the Clerk and/or Council.
- (6) The onus of obtaining the necessary information, plans or specifications required under this Section, including a consent to hold a special event in a particular location on private property, is solely on the applicant and is at the applicant's cost.
- (7) If in the opinion of the Clerk and/or Council, the consultations and/or application under section 5 disclose any reason to believe that the carrying on of the special event may result in a breach of this by-law, another by-law or law, may give rise to a nuisance or may be adverse to the public interest, to public health safety, or the protection of persons and property, the Clerk and/or Council may refuse approval of the permit or may approve it with modifications or conditions as necessary in the circumstances.
- (8) Once the application and all required documents have been provided, the Clerk shall consider the application and if applicable, provide to Council for approval. The applicant shall then be notified whether a permit will be issued. No permit shall be valid until the applicable conditions of issuance have been fulfilled.
- (9) A permit issued pursuant to this by-law is not transferrable, and is only valid for the specific applicant, special event, date, time and location listed on the permit, or alternative dates listed on the permit, if any
- (10) A separate permit shall be obtained for each special event.

- (11) The issuance of a permit for a special event does not represent a commitment or a promise by the Township or the Clerk to issue a permit for any subsequent, continuing, or similar event.

7. 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, once signed on behalf of both the applicant and Township shall form an agreement. Council hereby authorizes the Clerk (or designate) to execute such agreements from time to time, in accordance with the provisions of this by-law. Any substantial changes to Schedule "A" shall be approved by a motion of the Council of the Township of Mulmur.

8. PERMIT REQUIRED FOR SPECIAL EVENTS AND RALLIES

No person shall hold or carry on, or permit to be held or carried on, a special event or rally unless such special event is held or carried on under the authority of a valid permit issued under this by-law by the Clerk, and in compliance with any conditions set out therein.

9. REVOCATION OR MODIFICATION OF PERMIT

- (1) The Clerk is authorized to modify or to revoke a permit at any time if there are reasonable grounds to believe that the holding or continuation of the special event:
- (a) poses a danger to the health and safety of any person;
 - (b) poses a danger to property;
 - (c) is not in the public interest; or is in contravention of this by-law or of a permit.
- (2) In the case of a revocation, the Clerk shall immediately inform the permit holder or the permit holder's representatives of the revocation and the reasons for it by means of contacting the permit holder at the address or via the contact information provided in the permit application.

10. INDEMNIFICATION AND INSURANCE

- (1) Prior to the issuance of a permit, every applicant shall file with the Clerk proof of Commercial General Liability insurance acceptable to the Township and subject to limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, for the duration of the special event.
- (2) Clerk is authorized to vary the insurance requirements of this Section

in relation to a special event subject to consultation with the applicant and/or their insurance provider.

11. GENERAL ADMINISTRATIVE AND REGULATORY PROVISIONS

- (1) No person shall give false or incorrect information for the purposes of obtaining a permit.
- (2) Every permit holder shall notify the Clerk in writing of any change in any of the information contained in, or provided with, the permit application within two (2) days of the change. In any case, no changes shall be permitted following the issuance of a permit without express written authorization of the Township.
- (3) Every person applying for or holding a permit issued pursuant to this by-law shall, in such application or in carrying on the special event for which a permit is issued, be governed by this by-law and comply with all other municipal by-laws and provincial and federal statutes and regulations.
- (4) Every permit holder shall comply with any condition imposed in a permit and any regulation and condition of this by-law, including its Schedule.
- (5) Every permit holder shall produce a permit for inspection when directed to do so by either the Director of Public Works, a Municipal Law Enforcement Officer or a police officer.
- (6) Every permit holder shall be responsible for obtaining all required permits, licenses or other authorizations, and for paying all applicable fees, that may be required by any level of government or from any agency in relation to the special event.
- (7) Every permit holder shall ensure that all equipment and structures used for the special event are safe and used for their intended use, are purpose-built, and are properly and lawfully installed, inspected, used and dismantled by persons who have been trained as to their installation, inspection, use and dismantling.
- (8) No person shall affix or place any banner, sign, material, or other item on private property or on Township property as part of a special event unless:
 - (a) Written permission has been received; and
 - (b) the banner, sign or other item does not pose a hazard for vehicular or pedestrian traffic on the highway or for persons on adjacent property; and,
 - (c) the placement of such sign, banner, material or item complies with all Township by-laws regulating the placement of signs and the use and care of roadways.
- (9) Unless such change is approved in writing by the Clerk, no permit holder

shall carry on a special event or allow it to be carried on:

- (a) outside the confines of a site as specified on the application for the permit or the permit,
- (b) at a location not specified on the permit,
- (c) on a date not specified on the permit, or
- (d) at a time not specified on the permit.

12. INSPECTIONS

- (1) The Clerk, a Municipal Law Enforcement Officer or police officer each are authorized to enter on any land at any reasonable time for the purposes of conducting an inspection of a special event, including during the set-up, occurrence or dismantling of the special event, in order to ensure compliance with this by-law and any conditions of a permit.
- (2) During an inspection conducted under Section 12 (1), the Clerk, the Chief of Police, or a by-law Municipal Law Enforcement Officer may himself or herself or with the assistance of any other person:
 - (a) require the production for inspection of any document or anything relevant to the inspection;
 - (b) require the production of information relevant to the inspection; and,
 - (c) make examinations or take tests, samples or photographs necessary for the inspection.
- (3) No person shall hinder or obstruct the Clerk, a Municipal Law Enforcement Officer or Police officer or any person assisting them during an inspection.

13. GENERAL

- (1) Due to the scale, duration, past issues and potential impacts or any other concerns, 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.

14. OFFENCES AND PENALTIES

- (1) Every person who contravenes a provision of this by-law may be required to pay an administrative penalty in the amount of \$500. Any person who is required to pay such an administrative penalty shall not

be charged pursuant to this by-law for the same contravention.

- (2) If an administrative penalty imposed under the preceding subsection is not paid within 15 days after the day that it becomes due and payable, the Township may add the administrative penalty to the tax roll for any property in the Township for which all of the owners are responsible for paying the administrative penalty and collect it in the same manner as municipal taxes.
- (3) Every person who contravenes any provision of this by-law is guilty of an offence as provided for in subsection 429(1) of the Municipal Act, 2001, and all such offences are designated as continuing offences as provided for in subsection 429(2)(a) of the Municipal Act, 2001.
- (4) Any Person who contravenes a provision of this by-law shall be guilty of an offence and, upon conviction, shall be liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, C. P.33, as amended, and as set out below:
 - (a) Upon a first conviction, a fine of not less than \$1,000 and not more than \$3,000.00 per day that the offence continues.
 - (b) Upon a second or subsequent conviction, a fine of not less than \$1,000.00 and not more than \$5,000.00 per day that the offence continues.

15. COLLECTION OF UNPAID PENALTIES AND FINES

- (1) Where a fine is in default, the Township may proceed with civil enforcement against the Person upon whom the fine has been imposed, pursuant to the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33.
- (2) The Township may make a request to the treasurer to add any part of a fine that is in default to the tax roll for any Property in the local municipality for which all of the owners are responsible for paying the fine, and to collect it in the same manner as municipal taxes.

16. CONTINUATION, REPETITION PROHIBITED BY ORDER

- (1) The court in which a conviction has been entered, and any court of competent jurisdiction thereafter, may make an Order prohibiting the continuation or repetition of the offence by the Person convicted, and such Order shall be in addition to any other penalty imposed on the

Person convicted.

17. SEVERABILITY

It is declared that if any section, subsection or part or parts hereof be declared by any Court of Law to be illegal or ultra vires, such section, subsection or part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.

18. REPEALED

By-law Number 22-2018 is hereby repealed.

19. FORCE AND EFFECT

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

READ A FIRST AND SECOND TIME AND FINALLY PASSED ON THE 7TH DAY OF APRIL 2021.


MAYOR.


ACTING CLERK.

FOR OFFICE USE ONLY

Fee:\$_____ Date

Received:_____

Roll Number:

SCHEDULE "A" TO BY-LAW 25-21

AGREEMENT FOR A SPECIAL EVENT, MOTOR VEHICLE RACING AND RALLY

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 #25-21 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</i> or <i>Rally</i>	
Date(s)	
Time(s)	
Owner of <i>Special Event</i> or <i>Rally</i> location	
Property Owner Contact	
Description of <i>Special Event</i> or <i>Rally</i>, including route information	

2. Written authorization from the landowner(s), where the applicant is not the landowner, of all lands associated with the special event or rally;
3. The applicant agrees to provide proof of insurance a minimum of 30 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.

The applicant agrees to provide notification by mail to landowners within 120 metres for events with invited guest only in attendance and minimal noise impacts and 500 metres for all other events to the *special event* site or *rally* destination and adjacent or abutting to *rally* route, with details sufficient to satisfy the Municipality, at least 30 days in advance of the *special event* or *rally*.

4. The applicant agrees to provide notification to the Fire Chief, EMS, OPP, Public Health Unit and Building Department with details sufficient to satisfy the Municipality, at least 30 days in advance of the special event or rally, if applicable.
5. The applicant agrees to provide adequate off-road parking and a traffic plan for the *special event* or *rally*, if applicable.
6. The applicant agrees to provide dust and noise control to the Municipality's satisfaction, if applicable.

7. The applicant agrees to provide a site plan to the Municipality's satisfaction.
8. The applicant acknowledges and agrees that the requirements of all other applicable statutes, regulations and by-laws (e.g. the noise by-law, fire by-law, etc.) must be adhered to.
9. 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.
10. 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.
11. The applicant agrees to provide confirmation that a permit is not required from the Conservation authority, or where a permit is required, a copy of the permit shall be provided to the Municipality at least 30 days in advance of the special event or rally.
12. Written confirmation from the Chief Building Official and/or Fire Chief indicating no objections and that the event does not require a building permit if any structures will be erected specifically for the event or where a permit is required, a copy of the permit shall be provided to the Municipality at least 14 days in advance of the special event or rally;
13. The quantity and type of any commercial vehicles and heavy vehicles, as defined under the Highway Traffic Act, and the quantity of vehicles that are proposed to be included or used in the special event, shall be provided to the Municipality at least 30 days in advance of the special event or rally, if applicable.
14. The quantity and type of all cooking, heating, sound and lighting equipment, stages, bleachers, tents, amusement rides, dunk tanks, heating equipment, generators and any other specialized equipment to be used during the special event, including the type of fuel used to operate the equipment and fuel storage plans, shall be provided to the Municipality at least 30 days in advance of the special event or rally, if applicable.
15. Where documentation is to be provided or notice is required under this agreement, it shall be delivered as specified by the Clerk.
16. The Event or property can be inspected at any time
17. Agrees that the permit may be modified or revoked at any time if there are reasonable grounds to believe that the holding or continuation of the special event poses a danger to the health and safety of any person, poses a danger to property; is not in the public interest; or is in contravention of this by-law or of the permit.

Applicant Name: _____

Organization: _____

Address: _____

Telephone Number: _____

Email: _____

Municipality:

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