

**VILLAGE OF OIL SPRINGS
BY-LAW NO. 901 OF 2021**

BEING A BY-LAW TO PROVIDE FOR THE LICENSING, REGULATING
& GOVERNING OF MOBILE FOOD & REFRESHMENT VENDING
SERVICE EQUIPMENT IN THE VILLAGE OF OIL SPRINGS
AND REPEAL BY-LAW 649 OF 2014

WHEREAS Subsection 5(3) of the *Municipal Act, 2001, S.O. 2001, C.25* provides that a municipal power shall be exercised by by-law; and

WHEREAS Section 9 of the *Municipal Act, 2001, S.O. 2001, C.25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act; and

WHEREAS subsection 10(1) of the *Municipal Act, 2001, S.O. 2001, C.25* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001, S.O. 2001, C.25* as amended, a municipality may pass by-laws for licensing, regulating and governing businesses; and

WHEREAS Sections 150 through 153 of the *Municipal Act, 2001, S.O. 2001, C.25* authorizes Council to licence, regulate and govern businesses and events and that this authority includes but is not limited to: the power to issue licences, to issue licences on condition, to revoke licences, to suspend licences, to regulate or govern the place used in the carrying on of such businesses, and to prevent the carrying on of such businesses without a licence; and

WHEREAS the Council of the Corporation of the Village of Oil Springs chooses to exercise its discretion to licence the operation of mobile food and refreshment vending service equipment within the Village of Oil Springs;

THEREFORE the Council of the Village of Oil Springs enacts as follows:

1. DEFINITIONS:

In this by-law:

“By-Law Enforcement Officer” shall mean a person duly appointed by the Corporation of the Village of Oil Springs for the purpose of enforcing or carrying out the provisions of Municipal by-laws or a designate;

“Corner Visibility Triangle” means the portion of a corner lot within the triangular area formed by measuring 7.5 metres (25 feet) in each direction from the point where two property lines intersect at the street lot line corner;

“Driveway” means a vehicle access provided between a street and a parking area/space or a loading space;

“Driveway Visibility Triangle” means the triangular area formed by measuring 4.5 metres (15 feet) down the driveway and 4.5 metres down the side lot line abutting a street.

“Highway” or “Street” shall include a common and public highway, street, avenue, boulevard, crescent, cul-de-sac, court, parkway, driveway, square, place, shoulder, bridge, viaduct, or trestle, or the like, any part of which is

intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“License” means a licence issued pursuant to this by-law.

“Licensee” means the holder of a licence.

“Mobile Food and Refreshment Service Equipment” means any vehicle or device from which food or refreshment is prepared and sold, or consumption by the public, that is capable of being moved, including Chip Trucks, Mobile Canteen, and Food Truck.

“Municipality” shall mean the Corporation of the Village of Oil Springs.

“Owner” shall mean the owner or operator of the mobile food and refreshment service equipment.

“Person” shall include a corporation, partnership or organization.

“Road Allowance” shall mean all allowances for roads, except insofar as they have been stopped up according to law, made by the Crown surveyors, all highways laid out or established under the authority of any statute, all roads on which public money has been expended for opening them or on which statute labour has been usually performed, all roads dedicated by the owner of the land to the public use and all alternations and deviations of all bridges over any such allowances for highway or road.

“Roadway” means that part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separate roadways, the term “roadway” refers to any one roadway separately and not to all of the roadway collectively.

“Shoulder” means the un-travelled portion running along either side of a highway.

“Mobile Food and Refreshment Vendor Agreement / License of Premises” means a license issued pursuant to this by-law, attached as Schedule “D”.

2. LICENCE REQUIRED

- 2.1 Every person carrying on a business using mobile food and refreshment service equipment shall obtain a Vendor Agreement / License of Premises application from the Municipality authorizing them to carry on that business. No person shall, either directly or indirectly, carry on or continue to carry on a business, either for profit or not for profit, without first having obtained the required license.
- 2.2 A person who operates mobile food and refreshment service equipment shall comply with the regulations set out in this by-law. Failure to comply with the regulations is an offence.
- 2.3 No person shall operate mobile food and refreshment service equipment on municipal property without first obtaining a Mobile Food & Refreshment Agreement / License of Premises from the Municipality and an inspection report from the Municipality’s Fire Department indicating that the mobile food and refreshment service equipment complies with the requirements of Schedule “A”.

3. LIMITATIONS AND RESTRICTIONS

- 3.1 The annual number of licences issued to permit the operation of mobile food and refreshment service equipment shall be limited to a maximum of two (2).

- 3.2 Previous licenses will be given the first opportunity to re-apply for licences, but must reapply before March 1 of each year, otherwise licences will be issued on a first come, first serve basis.
- 3.3 No mobile food and refreshment service equipment will be permitted to locate within 100 metres of an existing restaurant that meets the definition of a “Restaurant”, in the zoning by-law, unless a letter of permission is provided from the abutting restaurant facility owner, stating that he/she has no objection to the mobile food and refreshment service equipment.
- 3.4 Prior to beginning operation of the mobile food and refreshment service equipment on land which abuts a highway under the jurisdiction of the Province of Ontario or is within the distance of a highway which is regulated by the Province of Ontario through the Ministry of Transportation, the licensee shall provide written confirmation of acceptance of the intended location from the Ministry.

4. GENERAL REQUIREMENTS

- 4.1 Mobile food and refreshment service equipment may only operate from areas zoned Commercial as designated in the Village of Oil Springs Zoning By-Law, or in open spaces provided all other aspects of this by-law have been met.
- 4.2 The owner of the mobile food and refreshment service equipment shall ensure adequate parking is available.
- 4.3 No mobile food and refreshment service equipment shall be located:
 - i) on any highway or street, road allowance, roadway or shoulder;
 - ii) within a “corner visibility triangle” or a “driveway visibility triangle”
- 4.4 The owner of the mobile food and service equipment must provide adequate trash receptacles at the site on which the mobile food and refreshment service equipment is located and shall maintain the site in a clean and sanitary condition at all times.
- 4.5 The owner of the mobile food and refreshment service equipment shall ensure that washroom facilities are available for patrons and staff if they are operating longer than 4 hours in one day.

5. APPLICATION FOR A LICENCE

- 5.1 Every application to operate a Mobile Food and Refreshment Vending Service shall be made on the standard application form, attached as Schedule “B” to this by-law, and shall include the required fee, as listed on Schedule “C” to this by-law. Once approved, the Mobile Food & Refreshment Vendor Agreement / License of Premises document, attached as Schedule “D” to this by-law will finalize the application process. All Schedules being attached to and forming part of this by-law.
- 5.2 Before Mobile Food & Refreshment Vendor Agreement / License of Premises document is issued by the Municipality, the applicant shall meet with a municipal representative to review the intended site. Depending on the specifics with respect to location, additional information may be required.
- 5.3 The applicant shall include with his/her application:
 - a) A certificate from the Lambton County Community Health Services confirming that the mobile food and refreshment service equipment has passed a sanitary inspection under the “Ontario Regulation 562 – Food Premises R.R.O. 1990”, *or its successor*, valid for the year in which the permit is to be issued.

- b) A propane or gas fired system is to be used, an inspection certificate by a Technical Standards & Safety Authority certified gas technician as required under the “*Technical Standards and Safety Act*” or its successor, valid for the year in which the permit is to be issued.
- c) If an inspection report from the Fire Chief or his designate, stating that the unit complies with the requirements of Schedule “A” of this by-law, valid for the year in which the permit is to be issued.
- d) Proof that the owner has obtained a minimum of two million dollars (\$2,000,000.00) liability insurance for the operation of the mobile food and refreshment service equipment, valid for the year in which the permit is to be issued.
- e) If the mobile food and refreshment service equipment is located on land not owned by the mobile food and refreshment service equipment owner, a letter from the owner of the property on which the mobile food and refreshment service equipment will be situated, authorizing the applicant to conduct such business from the property, valid for the year in which the permit is to be issued.

6. GENERAL PROVISIONS

- 6.1 The granting of a Mobile Food & Refreshment Vendor Agreement / License of Premises under section “D” of this by-law does not constitute permission for the licensee to operate in contravention of any by-law or statutory requirements.
- 6.2 For the purpose of enforcement of the provisions of this by-law, the by-law officer or municipal representative may enter upon land and into buildings at any reasonable time without a warrant.
- 6.3 Any Mobile Food & Refreshment Vendor Agreement / License of Premises granted hereunder may be revoked at the discretion of the Village of Oil Springs if the provisions contained herein are not adhered to by the holder of the said licence at all times.
- 6.4 Every Mobile Food & Refreshment Vendor Agreement / License of Premises issued pursuant to this by-law shall be valid until the 31st day of December in the year in which the licence was issued, or until the said licence is revoked or suspended. No refund of the licence fee shall be paid if the licence is revoked or suspended.

7. OFFENCES

In accordance with the Municipal Act, S.O 2001, C.25, Section 429 of every person who breaches a section of this By-law is guilty of an offence and subject to a fine.

8. This by-law shall take effect on the date of final passing thereof.

9. That by-law 649 of 2014 is hereby repealed.

READ a first, and taken as read a second and third time, and finally passed this 13th day of July, 2021.

Ian Veen, Mayor

Lynda Thornton, Clerk

SCHEDULE "A" to By-Law 901 of 2021

Requirements for Fire Department Approval

The following requirements must be met for Fire Department approval of mobile food and refreshment service equipment, which utilizes equipment for the cooking of food;

1. A carbon monoxide detector shall be mounted as low as possible on the inside of the mobile food and refreshment service equipment away from direct wind;
2. One ABC dry chemical extinguisher of a minimum rating per unit of 3A:10BC;
3. The fire extinguisher shall be mounted in accordance with the requirements of Ontario Fire Code Section 6.2.1.4 (1);
4. All mobile food and refreshment service equipment that produces grease laden vapours during food preparation shall be equipped with an exhaust hood / suppression system / Type "K" extinguisher that complies with NFPA 96

SCHEDULE "B" to By-Law 901 of 2021

**VILLAGE OF OIL SPRINGS
APPLICATION TO OPERATE MOBILE FOOD AND
REFRESHMENT EQUIPMENT**

New Business ___ Renewal ___

APPLICANT-BUSINESS IDENTIFICATION

Name of Applicant(s) : _____

Name of Unit Owner (if different from above) _____

Address of Applicant _____

Mailing Address (if different) _____

Town: _____

Postal Code: _____

Telephone Number: Home _____

Business _____

Type of vehicle to be used: _____

VIN Number: _____

Proposed location: _____

Owner of the property: _____

I/We, the registered owner(s) of the business, hereby acknowledge and certify that:

I/We have read and understand the requirements of the licensing, regulating and governing by-law, and the information pertaining to the business licence for which I/we have applied.

The information contained in this application is true and complete to the best of my/our knowledge and that failure to provide complete or accurate information may delay the licensing process;

Name (please print)

Signature

Date

**SCHEDULE "B" continued
(By-law 901 of 2021)**

CHECK LIST FOR SUBMISSION WITH APPLICATION:

NOTE: Only completed applications will be accepted.

Please use the following checklist to ensure that all required documentation is attached to your application form:

Licence Fee (5.1)	Attached ____
Lambton County Community Health Services Inspection Report	Attached ____
Current Propane/Gas Inspection by Certified Gas Technicians	Attached ____
Fire Department Inspection Report	Attached ____
Proof of Liability Insurance Coverage	Attached ____
If land not owned by the business operator, a letter from the owner of the property, authorizing the applicant to conduct such business from the property	Attached ____
Letter of Compliance – Ministry of Transportation (If required – Section 3.4)	Attached ____

SCHEDULE "C" to By-law 901 of 2021

Licence Fees:

The annual licence fee for Mobile Food and Refreshment Service
Equipment: \$ 250.00

Special Event Permit for Mobile Food and Refreshment Service Equipment:
\$ 150.00

Fee to transfer licence: \$100.00

SCHEDULE "D" to By-law 901 of 2021

**Mobile Food & Refreshment Vendor Agreement /
License of Premises**

THIS AGREEMENT, made this _____ day of _____, 20____,

Between

The Corporation of the Village of Oil Springs

(referred to in this Agreement as "the Village")

and

(referred to in this Agreement as "the Vendor")

WHEREAS the Village has by-law 901 of 2021 in place to allow mobile food vendors to use certain Village properties;

AND WHEREAS the Vendor operates a mobile food vending vehicle and wishes to operate on certain Village properties or in certain open spaces, as agreed by property owner and Village;

The Village and the Vendor agree as follows:

1.0 Premises

The Village hereby grants to the Vendor a license for use of the following described premises, owned by _____,

for the following period(s): _____ .

Premises name and name of area within premises being licensed for use and hereinafter referred to as "the Licensed Premises":

b) Operating Schedule:

2.0 Term and Termination

Any violation of the terms and conditions of this Agreement by the Vendor, its employees, representatives, agents, servants, contractors, guests, invitees, licensees shall be considered to be a breach of the Agreement and shall cause the Agreement to be subject to cancellation at the sole discretion of the Village upon provision of written notice to the Vendor.

3.0 Responsibilities of the Vendor

The Licensed Premises will be used by the Vendor specifically for the activities described as follows:

- a) The Vendor will park a Mobile Food Truck, owned by the Vendor, at the Licensed Premises, and will operate the Mobile Food Truck, preparing and selling food to the public.
- b) Any other type of usage by the Vendor must receive prior written consent of the Village.
- c) The Vendor shall keep and/or restore the Licensed Premises to a neat and orderly condition throughout the Term of the Agreement.
- d) No permanent structures may be used/built on the Licensed Premises by the Vendor.
- e) The Vendor shall prohibit the use and/or dispensing of alcohol.

Use of the Licensed Premises under this Agreement may begin only after execution of this Agreement, and after all documentation required has been provided to the Village by the Vendor.

4.0 Successors and Assigns

The Vendor shall not assign, or transfer this Agreement, or sublet or sub-license the Licensed Premises, or any part thereof.

5.0 Indemnification

The Vendor shall indemnify and hold harmless the Village, its officers, elected officials, servants, representatives, volunteers, and employees from and against any and all liabilities, claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Vendor's use of the Licensed Premises, attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the Licensed Premises or any part thereof and/or as a result of activities under this Agreement.

6.0 Insurance

Prior to the execution of this Agreement, the Vendor shall, at its expense, obtain and keep in force during the Term of this Agreement:

- Commercial General Liability Insurance satisfactory to the Village, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario and a limit of liability of not less than Two Million dollars (\$2,000,000) per occurrence.

The Vendor agrees to immediately notify the Village of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Licensed Premises.

7.0 Health and Safety, WSIB

The Vendor is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, the Vendor shall, throughout the Term of the Agreement, provide the Village with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

The Vendor:

Name (print)

Name (signature)

The Corporation of the Village of Oil Springs:

I/we have the authority to bind the Vendor.

Vendor's signature Witnessed at _____, Ontario, on the

_____ of _____, 2021, by: _____

Clerk, Village of Oil Springs