



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2730

BEING A BY-LAW FOR LICENSING, REGULATING AND GOVERNING THE OPERATION OF SEASONAL SPECIAL EVENTS

WHEREAS, pursuant to the provisions of Part IV of the Municipal Act, 2001, as amended, the Council of The Corporation of the Township of Augusta may pass By-laws for licensing, regulating and governing seasonal special events;

AND WHEREAS section 150 of the Municipal Act, 2001 allows a municipality to license, regulate and govern any business wholly or partially carried on within the Municipality;

AND WHEREAS sections 390-400 of the Municipal Act, 2001, as amended enable municipalities to pass By-laws for imposing fees or charges for permits and services provided or done by them;

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

Definitions

1. In this By-law,

“applicant” means a person applying for a license under this By-law;

“clerk” means the Clerk of the Township of Augusta;

“event site” means the property described as Part of Lots 25 and 26, Concession 6, Township of Augusta, and situated on the south side of Dixon Road;

“licence” means the certificate issued under this By-law;

“licensee” means the person licensed under this By-law;

“motorsports park means a use of land designed and developed for motorsports racing and competition events such as car, truck, all terrain vehicle and dune buggy racing and truck and tractor pulls and may include accessory uses such as parking, camping for participants and spectators, food concessions, comfort stations and waste disposal facilities.”

“municipality” means the Corporation of the Township of Augusta and any authorized agent of thereof;

“person” means an individual, an association, a chartered organization, a firm, a partnership, a corporation, an agent or trustee and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.

“pit area” means an area for the temporary parking and display or showcasing of vehicles.

“prescribed licence fee” means the fee set out in Schedule “A” to this By-law;

Terms and Conditions

2. The applicant shall conform to all the terms and conditions as set out in this By-law and the Schedules hereto and forming part of this By-law.

Offence Not to Have Licence

3. No person shall carry on the business of a seasonal special event in the Township of Augusta without having a current valid licence to carry on such business in the Township of Augusta.

Application for Licence

4. Every application for the issuance or renewal of a licence to carry on the business of a seasonal special event shall be made in writing on forms provided by the Clerk of the Township of Augusta and shall contain the following information:
 - (a) the full name, street address and mailing address of the applicant;
 - (b) whether the applicant is a sole proprietorship, partnership or corporation, and whether the applicant has the authority to bind the corporation;
 - (c) nature of the event being held;
 - (d) location, date and time duration for the event or events;
 - (e) current ownership of the property on which the event or events is to take place; and
 - (f) any information requested by the Clerk to demonstrate compliance with the conditions of the license.

Issuance of Licence

5. The Clerk shall issue a licence except where
 - (a) The applicant does not meet the requirements of this By-law or any other applicable law or By-law; or
 - (b) The application is incomplete or the prescribed licence fee is unpaid.

Renewal of Licence

6. The Clerk shall renew the licence on submission of a new application therefore except where:
 - (a) The application does not meet the requirements of this By-law or any other applicable law or By-law; or
 - (b) The application is incomplete or the prescribed licence fee is unpaid;
 - (c) The past conduct of the applicant or licensee affords reasonable grounds for the belief that the applicant or licensee will not carry on the activity for which he is licensed or continue to be licensed in accordance with law or the provisions of this By-law; or
 - (d) The applicant or licensee is carrying on activities that are, or will be, if the applicant is licensed, in contravention of this By-law.

Expiration of Licence

7. Every licence issued under this By-law shall, unless revoked or surrendered at an earlier date, expire on the date indicated on the face of the licence but in no case shall the term of the licence exceed one year.

Revocation of Licence

8. Where the licensee fails to make any payment when due under this By-law, or fails to comply with the requirements or conditions of the license, the Clerk may give notice of intention to revoke the license. The Clerk may at his/her sole discretion revoke the license without notice where the licensee is in contravention of this By-law. Where such license is revoked, the licensee upon being notified shall immediately cease and desist from operating the event.

Licence Transferable

9. The licence issued under this By-law shall not be transferable.

License Not Authority to Contravene Law

10. The issuance or renewal of a licence is not intended and shall not be construed as permission or consent by the Municipality for the licensee to contravene or to fail to observe or comply with any applicable law of Canada or Ontario or any By-law of the Municipality. Failure to comply with other laws or to obtain require permits or approvals shall constitute grounds for the revocation of a license.

Licence Surrender Cancellation

11. The Clerk may cancel a licence which is voluntarily surrendered by the holder for cancellation.

Penalty

12. Every person who contravenes any provision of this By-law is guilty of an offence and is liable upon conviction to a penalty as authorized by the *Provincial Offences Act*.

Commencement

13. This By-law comes into force on the day it is passed.

READ a first time and second time this 14th day of October, 2008.

READ a third time and passed this 14th day of October, 2008.

REEVE

CLERK

SCHEDULE "A"
TO BY-LAW NUMBER 2730
ANNUAL LICENCE FEES

A fee of \$250.00 shall be submitted with the application for the issuance of a licence or renewal of a licence, where the licence is for a period of 1 year or less.

SCHEDULE "B"
TO BY-LAW NUMBER 2730
TERMS AND CONDITIONS

1. For the purposes of this By-law, the license shall apply to a motorsport park. The number of events shall not exceed a total of five (5) in any calendar year and shall be limited to the events held by the licensee on the property shown in Schedule 'C' to this By-law. The racing and competition of motorsport vehicles including tractor and truck pulls, mud drag track races, all terrain and dune buggy racing and obstacle course races shall only be permitted on Saturdays and Sundays between 11:00 am and 7:00 pm.
2. All motorsport events shall be operated under the Rules and Regulations of the appropriate governing body (i.e.: Eastern Ontario Mud Drag Association, Ontario Off Road Association, White Water Tractor Association, etc.). Where requested by the Clerk, the licensee shall provide a copy of the current Rules and Regulations of one or more motorsports organizations.
3. The Leeds Grenville & Lanark Health District Health Unit shall be notified prior to each event to ensure health inspections are done if required. (i.e.: Food concessions, toilet facilities etc.), and where requested by the Clerk, the licensee shall provide proof that the said Health Unit has been notified and, where applicable has issued an approval and/or undertaken an inspection.
4. Medical/first aid services shall be provided on site during all events. The licensee shall upon request of the Clerk, provide proof that St. John`s Ambulance, or an acceptable alternative, will provide paramedical services for the duration of an event.
5. Parking shall be restricted to an area separate from the events, as outlined in the Site Plan attached as Schedule "C", and parking shall not be permitted on the road or right-of-way of Dixon Road. Safe unrestricted access for emergency vehicles (fire, ambulance, police) shall be provided at all times during an event.
6. Policing and security shall be provided for the duration of all events. Where requested by the Clerk, the licensee shall provide proof that arrangements have been made with the OPP and/or security company for security.
7. Overnight camping shall be restricted to one or more designated areas, as outlined in the Site Plan attached as Schedule "C", and which is identified with appropriate signage.
8. ATV traffic shall be restricted to designated areas as outlined in the Site Plan attached as Schedule "C".
9. Garbage receptacles will be placed throughout the site and a dumpster shall be provided for the removal of garbage. The refuse/garbage dumpster shall be removed from the site no later than three (3) days following the conclusion of any event.
10. Any and all events permitted by license under this By-law shall comply with the Ministry of the Environment Document "*NPC-232, Sound Level Limits for Stationary Sources in Class 3 (Rural) Areas, October 1995*". This shall not be deemed to limit the combination of motorsports activities so long as the noise generated by the motorsports activities does not exceed the sound level limits for a Class 3 Area at Critical Points of Reception including but not limited to the dwelling at 7301 Dixon Road. The Municipality reserves the right to conduct random noise tests at any time during an event to determine compliance with the sound level limit and to seek a professional opinion on compliance with the sound level standard set out in NPC-232. The licensee agrees to allow unobstructed entry by the Municipality upon the property, as shown in Schedule "C", for the purposes of conducting a noise test. In addition to random noise tests, the Municipality may monitor any noise generating event. All costs associated with the random noise tests shall be born by the applicant.

11. At least 10 days prior to an event, the applicant must provide proof that a General Liability Insurance Policy is carried with 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. The General Liability Insurance Policy shall be in the name of the Organizer and shall name the Township as an additional insured there under. The General Liability Insurance Policy shall contain an endorsement to provide the Township with thirty (30) days written notice of cancellation or material change that would diminish coverage.
12. The applicant shall provide dust control by means of spreading of calcium chloride or the use of a water truck on the gravel portion of Dixon Road and the parking area of the event to the satisfaction of the Township.
13. Fireworks are prohibited during any event.
14. Fueling or refueling of any vehicle and repairs or maintenance of a vehicle within the area shown on Schedule "C" including any pit area is prohibited. In the event of a petroleum spill, proper containment/disposal of contaminated soil will be carried out in compliance with Ministry of Environment guidelines. The licensee shall ensure that a spill kit is available for immediate use at all times during motorsport racing events and that qualified personnel are available to clean up spills should they occur.
15. The licensee shall provide, install and maintain security fencing in all areas indicated on Schedule "C" for the duration of any event.
16. The licensee shall provide, install and maintain silt fencing and straw bale check dams in all areas indicated on Schedule "C" for the duration of any event.
17. The discharge of grey water or sewage from recreational vehicles in any camping area shown on Schedule "C" is prohibited.
18. The licensee shall provide a water well test record to the Clerk prior to the issuance of the first license issued under this By-law and shall conduct and provide further test results on groundwater and well water upon request. Water testing conducted under this clause shall include the following parameters: Petroleum Hydrocarbons (PHC, F1-F4), BTEX (benzene, toluene, ethylbenzene, xylene) and Polycyclic Aromatic Hydrocarbons (PAH).
19. The licensee agrees to allow unobstructed entry by the Municipality upon the property shown in Schedule "C" for the purposes of determining compliance with the licensing By-law.

**SCHEDULE "C"
TO BY-LAW NUMBER 2730
SITE PLAN MAP**