



## Policy ADMIN-02-2021

# Refreshment Vehicle Use on Township Property

**Implemented:** April 21, 2021

**Review Date:** April 2023

### References and Related Documents:

- Township Zoning By-law 2020-020
- Township Refreshment Vehicle Licensing By-law 41-2002, and amending By-law 2018-007

### Policy Statement

The Township of Georgian Bluffs (Township) recognizes that refreshment vehicles (also known as food trucks) are a popular and growing segment of the food landscape and that they attract business from residents and tourists alike. It also recognizes that food truck operators may wish to seasonally conduct business on select Township-owned properties, and this requires an approvals process that originates at the Clerk's office and that is simple, fair and transparent.

### Purpose and Scope

This policy will compliment Township Refreshment Vehicle Licensing processes, as defined by Refreshment Vehicle Licensing By-law 41-2002, and amending By-law 2018-007.

This policy, and the processes therein, will be applicable to any use of refreshment vehicles on Township property. It is recognized that the areas of use as defined in 'Appendix A' to this policy are preferred locations throughout the Township, however, upon expression of interest, the Township may permit use of other Township-owned properties, at the Township's discretion.

### Definitions

Further to Township Refreshment Vehicle Licensing By-law 41-2002, and amending By-law 2018-007:

**Refreshments:** food or drink.

**Refreshment Vehicle:** any vehicle from which refreshments are sold for consumption of the public and shall include a motor vehicle, motor assisted bicycle, trailer, unmotorized vehicle, bicycle, and any other vehicle drawn, propelled, or driven by any kind of power, including muscular power.

**Motor Vehicle:** Shall mean any vehicle powered by a motor and equipped to travel on roads, but shall not include a farm tractor, self-propelled implement of husbandry, road building machines, motorcycle or motor assisted bicycle.

## Policy Requirements

### Section 1 – Lease of Lands

#### 1.1 Lease

- 1.1.1 Use of Township-owned property by refreshment vehicles, will be accommodated by a formal lease agreement between the business owner and the Township.
- 1.1.2 The Township may establish fees for said lease and said lease shall only be recognized on a seasonal basis, from May 1st to October 31st each year. Leases shall not be available during the winter months, from November to April.
- 1.1.3 The Township shall not be responsible for provision of facilities and utilities at the leased property, including, but not limited to, washrooms, hydro, water, etc.
- 1.1.4 Business owners are expected to use Township property respectfully and maintain the lands in good repair, including removal of garbage and litter in the leased space. Should an operator be deemed to be misusing Township property, and leaving the lands in disrepair, the Township reserves the right to terminate the lease and remove rights of use of Township property.
- 1.1.5 Where the leased land is owned jointly between the Township and any other organization, the lease fees will be shared jointly.
- 1.1.6 All refreshment vehicles wishing to enter into a lease agreement with the Township, for use of Township-owned property, must hold a valid, current Refreshment Vehicle Licence with the Township of Georgian Bluffs. Said licence must be valid throughout the entire duration of the lease.

### Section 2 – Procedures

#### 2.1 Expression of Interest

- 2.1.1 The Township will invite and review expressions of interest to lease Township-owned property for use of refreshment vehicles on an annual basis in February and March.
  - 2.1.2 Business owners shall indicate their interest by completing a virtual application available on the Township website.
  - 2.1.3 Allocation of Township properties for lease will be completed at a first come, first served basis.
  - 2.1.4 The Township maintains that an expression of interest does not guarantee use of Township-owned properties.
- 2.2 Approval Process
- 2.2.1 The Clerks Department will facilitate collection and review of annual licences and expressions of interest.
  - 2.2.2 Upon closure of interest expressions, the Clerk will evaluate all applications in consultation with the Township Management Team.
  - 2.2.3 The Township will review available locations on an annual basis to determine and assess impacts of use by refreshment vehicles to regular usage at desired locations. Should use by refreshment vehicles negatively impact the regular use (ie: impacts on parking for emergency vehicles; special events; planned construction; other concerns), the Township reserves the right to remove use of any location to use of refreshment vehicles.
  - 2.2.4 Following approval, the Clerks Department will prepare and circulate a lease agreement to the business owners for signing. The Mayor and Clerk shall sign all lease agreements on behalf of the Township.
- 2.3 Use of Township Property
- 2.3.1 All lessees are expected to use Township-owned property respectfully and leave the lands in good repair. Should an operator be deemed to be misusing Township property, and leaving the lands in disrepair, the Township reserves the right to terminate the lease and remove rights of use of Township property.
  - 2.3.2 The Township reserves the right to determine the location of a refreshment vehicle on any Township property. The Township also reserves the right to determine the location of (or limit the use of) additional signage, garbage receptacles, and other equipment subject to space availability or other concerns.

2.3.3 Only one refreshment vehicle may be parked at a location at any given time. Special events shall be the only deemed exception and shall be at the discretion of the Township.

## 2.4 Consultation

2.4.1 Where the Township jointly owns lands with another organization, the Township shall receive written consent to lease lands for use of refreshment vehicles from the joint owner.

2.4.2 The Township shall make every effort to notify and circulate any applicable agencies on all applications, including, but not limited to the Ministry of Transportation, County of Grey, etc.

## Monitoring and Review

The Clerk's Department is responsible for the administration and maintenance of this policy, including a detailed review every 2 years.

## Appendix A – Preferred Locations for use by Refreshment Vehicles

**Appendix A – Preferred Locations for use by Refreshment Vehicles**

Big Bay Beach Area

Balmy Beach Baseball Park

Sarawak Family Park

Shallow Lake Community Centre

Derby Community Centre

Kemble Community Centre

Township Administration Offices

# Refreshment Vehicle Lease Agreement

This agreement, made this 23rd day of April, 2021, between

The Corporation of the Township of Georgian Bluffs  
(herein as “the Township”)

And

Sand Witches Food Truck  
c/o Ann Marie Hadcock, Ryan Patrick Mahn, Jessie Lorraine Hadcock  
(herein as “the Vendor”)

Whereas the Township has implemented policy ADMIN-02-2021, regarding third party use of Township property, specifically uses of refreshment vehicles (“Vehicle”) on said property; and

Whereas the Township licences refreshment vehicles throughout the Township; and

Whereas the Vendor operates a refreshment vehicle and possesses a current licence to operate said vehicles within the Township, and wished to operate said vehicle on Township property;

The Township and Vendor agree as follows:

## 1. Premise

1.1 The Township hereby grants to the Vendor a licence for use of the following described premises, owned by the Township, for the following period:

a) Premise’s name and area within premise included as a licenced use:

Shallow Lake Community Centre  
550 Princess Street, Shallow Lake

Community Centre Parking Lot

b) Season of Operation: May 1st to October 1st, 2021.

## 2. Term and Termination

- 2.1 The Vendor may be scheduled to operate on the Licenced Premises up to October 1 of the year of the execution of this Agreement. Notwithstanding the preceding sentence, should the Township's winter maintenance operations begin prior to October 1, the Township may exercise its sole discretion in whether or not to permit the Vendor to operate the Vehicle as described under section 1.0 on the Licenced Premises.
- 2.2 Agreement to be subject to cancellation at the sole discretion of the Township upon provision of written notice to the Vendor.
- 2.3 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 Township upon provision of written notice to the Vendor.

### 3. Responsibilities of the Vendor

- 3.1 The Licenced Premises will be used by the Vendor specifically for the activities described as follows:
  - a) The Vendor will park a Vehicle, owned by the Vendor, at the Licenced Premises, and will operate the Vehicle, preparing and selling food to the public
  - b) Any other type of usage by the Vendor must receive prior written consent of the County.
  - c) The Vendor shall keep and/or restore the Licenced Premises to a neat and orderly condition throughout the Term of the Agreement.
  - d) No permanent structures may be used/built on the Licenced Premises by the Vendor.
  - e) The Vendor shall prohibit the use and/or dispensation of alcoholic beverages on the Licenced Premises.
- 3.2 The Vendor shall remit the prescribed fee to the Township for use of the premise.
- 3.3 Use of the Licenced Premises under this Agreement may begin only after execution of this Agreement, and after all documentation required under this Agreement and licensing program has been provided to the Township by the Vendor. Unless terminated by either Party, this license Agreement shall remain in effect up to and including October 1st of the year in which it has been executed.

- 3.4 Prior to the execution of this Agreement, the Vendor must apply for and retain a “Refreshment Vehicle Licence” from the Township of Georgian Bluffs.
- 3.5 The Vendor shall abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of the Licenced Premises. All vehicles operated by the Vendor on the Licenced Premises shall be operated in a safe, prudent and reasonable manner, and as per any conditions required by the Township, acting reasonably, whether oral or written.
- 3.6 The Vendor shall, at all times throughout the Term of this Agreement, maintain a valid driver’s licence within the Province of Ontario.
- 3.7 The Vendor agrees to abide by all applicable federal and provincial laws and Township by-laws in carrying out the terms of this Agreement.

#### 4. Assignments

- 4.1 The Vendor shall not assign, or transfer this Agreement, or sublet or sublicense the Licenced Premises, or any part thereof.

#### 5. Indemnification

- 5.1 The Vendor shall defend, indemnify and hold harmless the Township, 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 Licenced 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 Licenced Premises or any part thereof and/or as a result of activities under this Agreement. This clause shall survive the termination of this Agreement.

#### 6. Insurance

- 6.1 Prior to the execution of this Agreement, the Vendor shall, at its expense, obtain and keep in force during the Term of this Agreement:
  - a) Commercial General Liability Insurance satisfactory to the Township, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:



- a. A limit of liability of not less than Two Million dollars (\$2,000,000) per occurrence;
- b. The Township shall be named as an additional insured;
- c. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;
- d. Non-owned automobile coverage with a limit of at least Two Million dollars (\$2,000,000) including SEF 96 (contractual liability);
- e. Products and completed operations coverage with an aggregate limit not less than Two Million dollars (\$2,000,000);
- f. That 30 days prior notice of cancellation which reduces coverage shall be given in writing to the Township.

- b) Standard Automobile policy with liability limits of no less than Two Million dollars (\$2,000,000) in respect of each owned or leased vehicle.
- c) The Vendor shall provide current certificates of insurance as proof of the required coverage to the Township prior to the execution and throughout the Term of this Agreement.

6.2 The Vendor agrees to immediately notify the Township 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 Licenced Premises.

6.3 The Vendor, when in use of the Licenced Premises, should be prepared to present the following at all times:

- Business License
- Vendor Permit
- Health Permit
- Field Approval issued by Technical Standards and Safety Authority (TSSA)

## 7. Health and Safety

7.1 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 Township with evidence of coverage for

itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

- 7.2 The Vendor shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.
- 7.3 The Vendor hereby agrees to indemnify and hold the Township, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Vendor's failure to comply with such laws, regulations, policies and obligations.

8. Term / Termination

- 8.1 The term of this agreement shall not extend beyond October 31st of the year it was authorized.
- 8.2 Should the Vendor violate any of the terms defined in this agreement, the Township retains sole authority to terminate the lease at any point during the leased term.
- 8.3 Should the agreement be terminated, the Vendor shall not be entitled to return of the prescribed fee, neither the total nor a pro-rated amount.

9. Notice

- 9.1 Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail, fax or email, and addressed to the recipient as follows:

For the Township:

Township Clerk  
Township of Georgian Bluffs  
177964 Grey Road 18  
Owen Sound ON N4K 5N5  
[bdrury@georgianbluffs.ca](mailto:bdrury@georgianbluffs.ca)

For the Vendor:

Name: Sand Witches Food Truck

c/o Ann Marie Hadcock, Ryan Patrick Mahn, Jessie Lorraine Hadcock

Address:  
38 Rolling Hills Drive  
South Bruce Peninsula  
N0H 2T0

Email: [annhadcock@hotmail.com](mailto:annhadcock@hotmail.com)

The Township and the Vendor, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the Township of Georgian Bluffs

\_\_\_\_\_  
Dwight Burley, Mayor

\_\_\_\_\_  
Brittany Drury, Clerk

The Vendor:

\_\_\_\_\_  
Name

I/We have the authority to bind the vendor.