



THE CORPORATION OF THE TOWNSHIP OF KING

BY-LAW NUMBER 2021-078

A BY-LAW TO REGULATE AND GOVERN THE HOLDING OF LARGE-SCALE EVENTS ON PRIVATE PROPERTY IN THE TOWNSHIP OF KING, AND TO ESTABLISH A PERMIT SYSTEM FOR LARGE-SCALE EVENTS

WHEREAS Sections 8, 9 and 11 of the *Municipal Act*, permits a municipality to pass By-laws necessary or desirable for municipal purposes, and paragraphs 5, 6 and 8 of Subsection 11 (2) authorize By-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property; and

WHEREAS Section 23.2 of the of the *Municipal Act*, authorizes a municipality to delegate its powers to an officer, employee, or agent of a municipality; and

WHEREAS Section 425 of the *Municipal Act*, permits a municipality to pass By-laws providing that any person who contravenes any By-law the municipality passed under the *Municipal Act*, is guilty of an offence; and

WHEREAS Section 426 (4) of the of the *Municipal Act* deems that any *Person* that hinders or obstructs, or attempts to hinder or obstruct, any *Person* who is exercising or performing a duty under this By-law created under the *Act* is guilty of an offence; and

WHEREAS Subsection 444(1) of the *Municipal Act*, permits a municipality, if satisfied that a contravention of a By-law of the municipality passed under the *Municipal Act*, has occurred, to make an *Order* requiring the *Person* who contravened the By-law or who caused or permitted the contravention, or the *Owner* or occupier of the land on which the contravention occurred, to discontinue the contravening activity; and

WHEREAS Subsection 446 of the *Municipal Act*, gives a municipality the authority to direct or require a *Person* to do a matter or, thing, the municipality may also provide that, in default of it being done by the *Person* directed or required to do it, the matter or thing shall be done at the *Person's* expense. For these purposes the municipality may enter upon land at any reasonable time. The municipality may recover the costs of doing a matter or, thing from the *Person* directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and

WHEREAS the Council of the Corporation of the Township of King deems it necessary to regulate Large-Scale Events on Private Property within the Township;

NOW THEREFORE the Council of the Corporation of the Township of King **HEREBY ENACTS AS FOLLOWS:**

THAT this By-law be comprised of Fourteen (14) Parts containing various sections, namely:

PART 1	INTERPRETATION AND ADMINISTRATION
PART 2	DEFINITIONS
PART 3	PROHIBITIONS
PART 4	EXEMPTIONS
PART 5	GENERAL PROVISIONS
PART 6	GUIDELINES
PART 7	LARGE-SCALE EVENT PERMIT APPLICATION
PART 8	APPLICATION – MINIMUM REQUIREMENTS
PART 9	GRANT, REFUSAL, OR REVOCATION OF PERMIT
PART 10	ENFORCEMENT
PART 11	ORDERS
PART 12	WORK DONE BY TOWNSHIP
PART 13	PENALTY AND OFFENCE
PART 14	EFFECTIVE DATES

1 INTERPRETATION AND ADMINISTRATION

Short Title

- 1.1 This By-law may be referred to as the "Large-Scale Events on Private Property By-law".

Administration

- 1.2 This By-law applies to all *Private Property* in the *Township*.
- 1.3 The *Clerk* will be responsible for the administration of this By-law.
- 1.4 Any revisions or additions to administrative forms required under this By-law or the *Guidelines* may be prescribed from time to time by the *Clerk*.

Delegated Authority

- 1.5 The *Clerk* is authorized and has the delegated authority to:
- a) Approve, exempt/waive, issue, revoke, extend, renew, exempt, amend, or close a *Permit* and/or grant approvals of *Large-Scale Events* and impose *Conditions* to hold a *Permit* in addition to the requirements under this By-law; and
 - b) Determine and deem an *Application* as abandoned, expired, or closed; and
 - c) Approve and coordinate any remediation works; and
 - d) Approve and amend *Application* forms and *Guidelines*; and
 - e) Establish appropriate requirements; and
 - f) Impose any necessary *Conditions*; and
 - g) Refuse to issue; and
 - h) Shut down/stop event; and
 - i) Ensure compliance with this By-law; and
 - j) Authorize any *Person* to carry out any of the powers or duties of the *Clerk* and/or *Officer* pursuant to this By-law; and
 - k) Authorize and/or to hire such agents, contractors and other *Persons* to perform the work, as required.

Interpretation

- 1.6 This By-law shall be interpreted broadly so as to achieve and ensure the objectives and the purposes of the By-law.
- 1.7 In the interpretation and application of the provisions of this By-law, unless otherwise stated to the contrary, the provisions shall be held to be the minimum requirements for the promotion of the health, safety, comfort convenience and general welfare of the public.

Word Usage

- 1.8 Words in singular shall be deemed to include plural and words in plural shall be deemed to include singular and shall be read with all changes in gender or number as the context may require.
- 1.9 The words "include", "includes" or "including" are not to be read or be interpreted as limiting the words, phrases or descriptions that precede it.

Reference to Legislation

- 1.10 Reference to any Act, Regulation or By-law is reference to that Act, Regulation or By-law as it is amended, or re-enacted from time to time.

Conflict

- 1.11 Where there is a conflict between a provision of this By-law and a provision of any other *Township* By-law, the provision that establishes the highest standards to protect the health and safety of the public shall apply; and
- 1.12 Where the provisions of this By-law conflicts with an Act, Regulation or another By-law, the most restrictive shall prevail.

Compliance with Other Laws

- 1.13 This By-law, and the provisions contained within, are intended to be complimentary to Federal and Provincial statutes and Regulations, and to other By-laws passed by *Council*. If any other applicable law requires a higher standard than this By-law requires, the higher standard shall apply.

Severability

- 1.14 If a court of competent jurisdiction declares any section, or any part of any section, of this By-law to be invalid, or to be of no force or effect, it is the intention of the *Township* that every other provision of this By-law be applied and enforced in accordance with its terms to the extent possible according to law.

2 DEFINITIONS

In this By-law,

- a) **"Agri-tourism"** uses are those small farm-related tourism uses that are accessory to an active farm operation and promote the enjoyment, education or activities related to the farm operation. Agri-tourism uses include, but are not limited to, farm machinery and equipment exhibitions (on a temporary basis), farm tours, petting zoos, hayrides and sleigh rides, processing demonstrations, pick-your-own produce business, small-scale farm theme playgrounds for children and small-scale educational establishments that focus on farming instruction, as well as an accessory small-scale snack bar/café use.
- b) **"Amusement Device"** has the same meaning as in subsection 1(1) of O. Reg. 221/01 passed under the *Technical Standards and Safety Act, 2000, S.O. 2000, c.16*;
- c) **"Applicant"** means the *Owner* of a *Property* and can include a *Person* authorized in writing to act on behalf of the *Owner* to apply for a *Large-Scale Event Permit*. The owner of such private property shall be considered jointly an *Applicant*;
- d) **"Application"** means a written submission to request or amend a *Permit*;
- e) **"Charity"** means a registered charitable or registered not-for-profit organization that operates for cultural, educational, or religious goals, social welfare, recreation, amateur sport or any other similar community initiative for any purpose except profit;
- f) **"Chief Building Official"** shall mean the Chief Building Official of the Corporation of the *Township* of King and includes their designate(s);
- g) **"Clerk"** means the *Township Clerk*, or their designate(s), unless otherwise specified;
- h) **"Condition(s)"** means the mandatory performance requirements outlined in a *Large-Scale Event Permit* and may include the requirement for monetary deposits or securities in connection with the *Application*;
- i) **"Council"** means the Council of The Corporation of the *Township* of King;
- j) **"Event Organizer"** means the *Person* applying for, or holding a *Large-Scale Event Permit*, also known as the *Applicant* and/or the *Permit Holder*, as defined;
- k) **"Farmers' Market"** has the same meaning as the term defined in R.R.O. 1990, Reg. 562 – FOOD PREMISES under the *Health Protection and Promotion Act*, and which

exempts such Farmers' Markets from its provisions and that also meets the exemption requirements under Section 2 of O. Reg. 119/11 – PRODUCE, HONEY AND MAPLE PRODUCTS under *the Food Safety and Quality Act*;

- l) **"Fees"** shall mean all *Application* fees, administrative fee, or processing fees payable by the *Applicant* for a *Large-Scale Event Permit*, as outlined in the *Township's Fees and Charges By-law*, as amended by *Council* from time to time;
- m) **"Fire Chief"** shall mean the *Person* who holds that position and includes their delegate(s);
- n) **"Guidelines"** shall mean the *Township of King Guidelines for Large-Scale Events*, as amended and revised by the *Township* from time to time;
- o) **"Large-Scale Event"** means an organized, one-time, annual or infrequently-occurring gathering or function that does not exceed four (4) consecutive days in length, involving gatherings of 250 or more people, on (i) private property and (ii) organized by an Event Organizer which is not the Township and meets one or more of the following criteria:
 - i. paid-ticketed sales; or
 - ii. pre-determined opening and closing date/time; or
 - iii. consisting of several separate activities at multiple locations; or
 - iv. available to the community at large; or
 - v. involves amplified noise that requires approval of an exemption from the Township Noise By-law.
- p) **"Large-Scale Event Permit"** shall mean a *Large-Scale Event Permit* under the *Guidelines* authorizing the holding of a *Large-Scale Event*, and includes any conditions imposed as a condition of obtaining and continuing to hold the *Large-Scale Event Permit* and any agreements respecting the *Large-Scale Event* that are attached to the *Large-Scale Event Permit*;
- q) **"Officer"** means, a person responsible for the enforcement of provisions of this By-law and may include his/her designate such as: a By-law Enforcement Officer, Animal Control Officers, including as per the agreement between the animal control provider as such from time to time by the Township to enforce Township By-laws respecting animals, Ontario SPCA Officers, Officers of the York Regional Police Services, Conservation Officers, Peace Officers, Medical Officer of Health and any other officer appointed through legislation.
- r) **"Order"** means a written or verbal Order of an Officer to perform work or works necessary to comply with this By-law;
- s) **"Outdoor Function"** shall mean any function that is not held within an enclosed building and shall include a function held in a tent or other temporary structure;
- t) **"Owner"** means a registered owner of lands and includes an owner, lessee, tenant, mortgagee, agent in possession and/or the person in charge or in possession of any property;
- u) **"Permit Holder"** means an *Applicant* once a *Large-Scale Event Permit* has been granted. The *Owner* of such *Private Property* shall be considered jointly a Permit Holder;
- v) **"Person"** includes individuals, sole proprietorships, partnerships, unincorporated associations, trustees, agents, legal representatives, corporations or natural persons;

- w) **"Place of Worship"** means a premises or part thereof where religious worship, services or rites are performed by a religious organization, as defined under the Religious Organizations' Lands Act, R.S.O. 1990, c. R.23;
- x) **"Premises"** shall mean any structure, building, vehicle or thing used in conjunction with a *Large-Scale Event Permit* issued pursuant to the provisions of this By-law;
- y) **"Private Property"** means land owned by the *Owner*, as defined;
- z) **"Property"** means and includes a 'lot', '*Property*', 'land' and includes a parcel or tract of land capable of being conveyed as a separate parcel pursuant to the provisions of the Planning Act, or described in accordance with a registered Plan of Condominium.
- aa) **"Public Property"** means any road, road allowance, land, structure or building owned, leased or controlled by the Township, which is accessed by the public or provided for public use, including but not limited to *Public Property* owned by any of the *Township's* boards, agencies, or Regional, Provincial, or Federal governments;
- bb) **"Secondary Permits"** means any permit for other activities regulated by Township By-laws or other legislation that is required to be obtained to carry out the Large-Scale Event, and which must be obtained and supplied to the Township prior to the issuance of a Large-Scale Event permit (i.e. noise exemption, fireworks, etc.);
- cc) **"Secondary Requirements"** means any documentation needed to prove that the Applicant has retained the necessary services for their event (i.e. York Regional Police invoice, copy of licences or certifications, etc.) or for other purposes such as to prove that the applicant(s) owns or works for a company, satisfactory evidence that the applicant(s) is over the age of 18; and any other related documents required by the *Clerk*;
- dd) **"Township"** shall mean the Corporation of the Township of King.
- ee) **"Zone"** means a zone as designated in the *Township Zoning By-laws*, as amended, pursuant to the Planning Act.

3 PROHIBITIONS

- 3.1 No person shall hold, cause, or allow to be held a Large-Scale Event on Private Property without having obtained a Large-Scale Event Permit in accordance with this By-law, and accept in accordance with such Large-Scale Event Permit.

4 EXEMPTIONS

- 4.1 The following types of *Large-Scale Events* do not require a *Large-Scale Event Permit*:
 - a) garage sales, lawn sales, rummage sales or similar casual sales; and
 - b) golf courses and hosted events; and
 - c) any Township initiated, partnered or sponsored public events, festivals, parades, or other similar activities; and
 - d) a Farmers Market, as defined; and
 - e) agri-tourism uses, as defined; and
 - f) a Place of Worship, as defined.

5 GENERAL PROVISIONS

- 5.1 A *Large-Scale Event Permit* granted under this By-law:
 - a) is the Property of the *Township* and is non-transferable; and
 - b) shall not be transferable from one person to another from one *Large-Scale Event* to another, from one date and time to another nor from one location to another without the written permission of the *Clerk*; and

- i. Notwithstanding subsection 5.1 b), if title to the Property for which a *Large-Scale Event Permit* has been issued is transferred while the *Large-Scale Event Permit* is in effect, the *Large-Scale Event Permit* shall be automatically revoked unless the new *Owner*, prior to the time of the transfer, provides the *Township* with an undertaking, to the satisfaction of the *Clerk*, to comply with all *Conditions* under which the *Permit* was issued. (moved from “transfer” section)

- c) shall expire when the *Large-Scale Event* finishes, as indicated on the *Large-Scale Event Permit*.

5.2 The *Event Organizer* shall:

- a) comply with all *Conditions* imposed under this By-law and the *Large-Scale Event Permit*, and
- b) pay all municipal fees and charges with respect to the *Large-Scale Event Permit* imposed under this By-law and any other applicable By-law of the *Township*.

5.3 While a *Large-Scale Event* is being held, the *Permit Holder* shall:

- a) be present at the *Large-Scale Event* at all times; and
- b) produce the *Large-Scale Event Permit* on demand; and
- c) ensure compliance with all *conditions* imposed under this By-law that are required to be carried out while the *Large-Scale Event* is being held.

5.4 The *Event Organizer* shall clean up and restore the *Property* of the *Large-Scale Event* immediately following the end of the *Large-Scale Event*.

5.5 The *Event Organizer* and the participants in the *Large-Scale Event* shall comply with all municipal By-laws and applicable law.

5.6 Fees as referenced under this By-law are payable under the *Township Fees and Charges By-law* including but not limited to administration and enforcement activities.

5.7 In the event of an emergency as defined in the federal [Emergency Act](#), as amended, the provincial [Emergency Management and Civil Protection Act](#), as amended, or similar legislation, or as declared by any level of public health authority with jurisdiction over the *Township of King*:

- a) New *Applications* will not be accepted; and
- b) *Applications* under review will not be issued; and
- c) *Large-Scale Event Permits* may be revoked, suspended, or cancelled.

6 GUIDELINES

6.1 *Large-Scale Events on Private Property Guidelines* are attached hereto as Appendix “A” and forming part of this By-law.

6.2 All *Large-Scale Events* shall be administered in accordance with and subject to the *Guidelines*.

7 LARGE-SCALE EVENT PERMIT APPLICATION

7.1 Every *Person* who intends to hold a *Large-Scale Event* shall apply to the *Clerk* for a *Large-Scale Event Permit* using the prescribed Large-Scale Events on Private Property Application Form (FORM-CLK-124) are attached hereto as Appendix “B”, as amended by time to time by the *Clerk*.

7.2 Every *Person* who applies for a *Large-Scale Event Permit* shall provide the *Clerk* with all of the information required by the *Guidelines*, in the form of the *Application Form* attached to the *Guidelines* and accompanied by all supporting information required by the *Guidelines* including any Secondary Permits or Secondary Requirements, as well

as all additional information or documentation for the purposes of administering this By-law as determined by the *Clerk*.

7.3 Every *Person* who applies for a *Large-Scale Event Permit* shall make their application no later than 90 days in advance, unless the *Clerk* determines that a shorter timeframe will allow for the processing of the application.

7.4 No *Person* applying for a *Large-Scale Event Permit* shall knowingly provide false or misleading information to the *Clerk*.

8 APPLICATION – MINIMUM REQUIREMENTS

8.1 In addition to any other requirement imposed by the *Clerk*, every *Application* for a *Large-Scale Event Permit* shall be accompanied by:

- a) a site plan containing all of the information required by the *Guidelines*.
- b) written confirmation, to the satisfaction of the *Clerk*, that the *Event Organizer* shall indemnify and hold the *Township* harmless against all liability, loss, claims, demands, costs or expenses, including reasonable legal fees, occasioned in whole or in part by any negligence, acts or omissions throughout the duration of the event.

8.2 A certificate of general liability insurance naming the *Township* as additional insured, in the amount set out in the *Guidelines* and is required at least 10 days prior to the event date and must be provided to the *Clerk* before a *Large-Scale Event Permit* will be issued.

8.3 A security deposit in an amount determined by the *Clerk* as sufficient to ensure that there is no damage to *Public Property* (set out in the *Guidelines*) and to ensure that the *Large-Scale Event* complies with all policies and By-laws of the *Township* is required prior to the issuance of a *Large-Scale Event Permit*.

9 GRANT, REFUSAL OR REVOCATION OF LARGE-SCALE EVENT PERMIT

9.1 Any *Person* applying for a *Permit* shall complete an *Application* for a *Permit* in the form established by the *Clerk* and shall submit the *Application* along with all applicable fees and documentation. The required documentation shall be outlined on the *Application* form and included in the *Guidelines*.

9.2 Notwithstanding anything else in this By-law, no *Permit* will be issued until the *Clerk* is satisfied that a completed *Application*, including all Secondary Permits and Secondary Requirements needed as identified in the *Guidelines*, including fees and deposits, has been submitted and approved.

9.3 Where they are not the owner, *Applicants* must provide written approval from the *Property Owner* that authorizes the use of the subject *Property* for the purposes of the proposed *Large-Scale Event*.

9.4 The *Clerk* may grant a *Large-Scale Event Permit*, refuse to grant a *Large-Scale Event Permit* or grant a *Large-Scale Event Permit* imposing *Conditions* as a requirement of obtaining and continuing to hold the *Permit* in accordance with this By-law and the guidelines.

9.5 The *Clerk* may revoke the *Large-Scale Event Permit* or impose a *Condition* re-routing or relocating the *Large-Scale Event* upon giving verbal notice, in person or over the telephone, or written notice, by regular mail, fax or e-mail to the *Event Organizer* where it is deemed to cause risk to health and safety of participants or the community.

9.6 The *Applicant* for the *Large-Scale Event Permit* shall be responsible for any costs relating to any and all of the requirements under this By-law.

9.7 A *Large-Scale Event Permit* issued under the provisions of this By-law shall be valid only for the period of time specified by the *Large-Scale Event Permit*.

- 9.8 All *Large-Scale Event Permit* fees shall be as set out in the Fees and Charges By-law as amended by *Council* from time to time. All *Large-Scale Event Permit* fees are for administrative and processing purposes and are non-refundable.
- a) Notwithstanding section 8.8, inspections or enforcement matters may result in additional fees.
- 9.9 The *Clerk* may refuse, suspend, or revoke a Large-Scale Event Permit if they have grounds to believe that the *Applicant* has not met or will not meet the *Conditions* necessary to obtain the *Permit*, or if the *Applicant* furnishes any information on the *Application* that is false or inaccurate, or if the *Applicant* has failed to comply with any of the *Township's* By-laws in connection with any past event, and the *Township* shall not be responsible or liable for any damages or legal action arising against the *Applicant* or *Permit Holder* as a result of such decision.
- 9.10 The *Clerk* may, at their discretion, use any amount from the security deposit to cover any remedial action or other costs incurred by the *Township* as a result of the *Large-Scale Event*, whether caused by event organizers or event participants.

Abandoned

- 9.11 An *Application* for a *Permit* will be deemed abandoned and the *Application* and respective file will be closed, where a period of twelve (12) months has elapsed during which:
- i. The *Person* applying for a *Permit* has not provided all information, documents, fees and deposits as required by the *Clerk* including any new submissions that may be required; or
 - ii. The *Application* has been placed on hold or in abeyance; or
 - iii. The *Application* has not seen meaningful progress through submissions towards the issuance of a *Permit*.

Revocation

- 9.12 The *Clerk* may at any time and without notice revoke a *Permit* for any of the following reasons:
- i. It was obtained based on mistaken, false, or incorrect information.
 - ii. It was issued in error.
 - iii. The *Property Owner* and/or *Permit* holder requests in writing that it be revoked.
 - iv. The *Permit* holder has failed to comply with any of the *Conditions* of the *Permit* or this By-law; or
 - v. The *Permit* holder is unwilling or unable to comply with the *Conditions* of an *Order*.

Amendment

- 9.13 An *Applicant* or *Owner* may submit a request to the *Clerk* for an amendment to a *Permit* based on proposed changes to the details of the initial *Application* as reflected in the *Conditions* and may be subject to additional fees.

Closure

- 9.14 A *Permit* is considered closed when all the *Conditions* and *Orders* related to the *Permit* have been fulfilled to the satisfaction of the *Clerk*, at which time all unexpended deposits and securities held by the *Township* shall be released to the *Applicant* unless an agreement specifies otherwise.

10 ENFORCEMENT

Officers and Clerk

- 10.1 This By-law may be enforced by the *Officers*. Without limiting/restricting any other power, duty or function granted by this By-law, *Officers* may: give direction, issue an *Order* to

discontinue or to perform work and further give verbal or written direction and may enter *Property* and/or carry out and direct whatever inspections, are reasonably required to determine compliance with this By-law.

10.2 An *Officer* may issue an *Order* under this By-law to any *Person* believed to be contravening or have contravened any provision of this By-law.

10.3 An *Order* may include but is not limited to:

- a) Immediately desist from the activity constituting or contributing to such contravention;
- b) Leave the *Property* and cease the contravening activity immediately; and,
- c) Take immediate action to mitigate and/or remediate the impacts of the activity.

Entry and Inspection

10.4 *Officers* may, at any reasonable time:

- a) Enter and inspect *Property* to determine compliance with the provisions of this By-law, or any *Condition* of a *Permit*, or *Order* issued under this By-law. This power of entry does not allow entry into any dwelling;
- b) Enter the *Property* to collect information, take photographs, videos, and otherwise document compliance or non-compliance with this By-law; and
- c) Require the production of permits, certificates, documents for inspection or things relevant to the inspection, inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts.

Duty to Identify

10.5 Where an *Officer* has reasonable grounds to believe that an Offence has been committed by a *Person*, the *Officer* may require the name, address and proof of identity of that *Person*, and the *Person* shall supply the required information.

Obstruction

10.6 No *Person* shall hinder or obstruct or attempt to obstruct the *Officer*, or person in the discharge of duties under this By-law as required by the *Clerk* or *Officer* in order to bring a *Property* into compliance with this By-law or an *Order* issued under this By-law.

10.7 No *Person* shall provide false information in any statement, whether orally, in writing or otherwise, made to an *Officer* or the *Clerk*.

10.8 No *Person* shall hinder or obstruct, or attempt to hinder or obstruct, any *Officer* or *Clerk* who is exercising a power or performing a duty under this By-law.

11 ORDERS

Obey Order

11.1 No *Person* shall fail to obey an *Order* issued under this By-law.

Contravention

11.2 If an *Officer* is satisfied that a *Person* has undertaken, caused, permitted, allowed or performed activities or actions in contravention of the provisions of this By law, the *Conditions* of a *Large-Scale Event Permit*, and/or an agreement pursuant to this By-law, the *Officer* may issue an *Order* requiring work to be done to correct the contravention.

11.3 *Orders* issued shall contain the municipal address and/or the legal description of the *Property*, and shall set out:

- a) Reasonable particulars of the contravention, the work to be done, any work or action required to cease or be undertaken to rectify the contravention, and the period within which there must be compliance with the *Order*; and
- b) Notification that if the work or action is not done, or ceased, as the case may be, in compliance with the *Order* within the period specified, the *Township* may have the work done at the expense of the *Owner* and seek penalties as outlined in this By-law.

Order Served

11.4 *Orders* issued by an *Officer* under this By-law shall be served as follows:

- a) Personally, or by prepaid registered mail to the last known address of the *Owner*, the *Permit Holder* and any other *Person* to whom the *Order* is issued; or
- b) By placing a placard containing the terms of the *Order* in a conspicuous place on the *Property*, and the placing of the placard shall be deemed to be service of the *Order*.

Order Deemed to be Served

11.5 If an *Order* is served on a *Person* by registered mail, it shall be deemed to have been served on the *Person* on the 5th day after mailing of the *Order*, which deemed service may be rebutted by the *Person* proving, on a balance of probabilities, that they did not receive the *Order*.

11.6 An *Order* may also be issued to a new *Owner* in any case where ownership of the *Property* has changed but the offence continues or remains.

12 WORK DONE BY THE TOWNSHIP

Remedial Action

12.1 If the Conditions of an *Order* made under this By-law are not complied with within the period specified in the *Order*, in addition to all other remedies it may have, the Township may undertake any activity to fulfill any of the Conditions of a *Permit* or *Order* at the *Owner's* expense and may enter upon *Property* at any reasonable time for this purpose.

13 PENALTY AND OFFENCE

Offence

- 13.1 Every person who contravenes a provision of this By-law, a Condition of a *Permit* or an *Order* issued under this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 13.2 If an *Order* has been issued under this By-law, and the *Order* has not been complied with, the contravention of the *Order* shall be deemed to be a continuing Offence for each day or part of a day that the *Order* is not complied with.

Penalties

- 13.3 Every *Person* who is guilty of an Offence under this By-law shall be subject to the following penalties:
 - i. Upon a first conviction, to a fine of not less than \$250 and not more than \$50,000;
 - ii. Upon a second or subsequent conviction for the same Offence, to a fine of not less than \$500 and not more than \$100,000;
 - iii. Upon conviction for a continuing Offence, to a fine of not less than \$500 and not more than \$10,000 for each day or part of a day that the Offence continues. The total of the daily fines may exceed \$100,000; and
 - iv. Upon conviction of a multiple Offence, for each Offence included in the multiple Offence, to a fine of not less than \$10,000 and not more than \$100,000.
 - v. The total of all fines for each included Offence is not limited to \$100,000.
- 13.4 When a *Person* has been convicted of an Offence under this By-law:
 - a) The Ontario Court of Justice; or
 - b) Any Court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the *Person* convicted, make an *Order* prohibiting the continuation or repetition of the Offence by the *Person* convicted.

Cost Recovery

- 13.5 The *Township* may recover its costs of remedying a violation of this By-law by invoicing the *Owner* (including for inspections), by instituting court proceedings or by adding the cost, including interest, to the tax roll in the same manner as municipal taxes and the exercise of any one remedy shall not preclude the exercise of any other available remedy.

14 EFFECTIVE DATES

- 14.1 This By-law shall come into force and effect upon its passage.

READ a **FIRST** and **SECOND** time this 28th day of June, 2021

READ a **THIRD** time and **FINALLY PASSED** this 28th day of June, 2021.


Steve Pellegrini
Mayor


Kathryn Moyle
Director of Corporate Services
Township Clerk

(Ref.: Corporate Services – Clerks Division
Report No.: COR-CL-2021-006, C.O.W. June 28th, 2021)