

**TOWN OF CARLETON PLACE BY-LAW 48-2025 SCHEDULE A
REFRESHMENT VEHICLE LICENCE APPLICATION FORM**

Applicant Information

Operator's Full Name: _____

Owner's Name: _____

Business Name (if applicable): _____

Business Address: _____

Phone Number: _____

Email Address: _____

Vehicle Information

Vehicle Make: _____

Vehicle Model and Year: _____

Vehicle Registration Number
(for motorized vehicles only): _____

Class of Vehicle (check one): Class 1 – Stationary Refreshment Vehicle

Class 2 – Mobile Refreshment Vehicle

Class 3 – Non-Motorized

Requested Term of Licence Annual
(check one):

Late-Season

Monthly

Single Day

Declaration:

I, _____ (print name), certify that the information provided in this application is true and accurate to the best of my knowledge, and I agree to comply with all provisions of the Town of Carleton Place Refreshment Vehicles By-law. I understand that false or misleading statements may result in licence suspension or revocation.

Signature of Applicant: _____

Signature of Owner (if not Applicant): _____

Date: _____

For Office Use Only

Application Received: _____

Reviewed Within 10 Business Days: Yes
No

Licence Number Issued: _____

Date Issued: _____

Expiry Date: _____

Notes:

Refreshment Vehicle Licence Application - Required Documentation Checklist

1. Proof of vehicle Ownership.
2. Current safety certificate: Valid inspection report for Class 1 and 2 vehicles.
3. Insurance: Proof of liability insurance (\$2,000,000 minimum for Class 1 and 2, \$1,000,000 minimum for Class 3), showing the Town of Carleton Place named as additional insured and indemnified.
4. Attestation from applicant that employees are familiar with this By-law's requirements.
5. Health Unit Approval: Current letter from HU.
6. Eating Establishment consent: Signed letter if Class 1 or Class 2 operates within 30 metres.
7. Written permission from property Owner to operate on site (Class 1 and Class 2) per Schedule C.
8. Carleton Place Fire Department inspection certificate (if cooking equipment is onboard).
9. Parental/Guardian Consent Form (Schedule D): Required if applicant is under 18.

Notes:

The above documents are required for your application to be considered complete.

The above documents shall be valid for the year in which the licence is being issued.

Inspection certificates are to be no older than 60 days when submitted to the Clerk with an application. Inspection certificates must be valid at the time of application.

Operators shall maintain valid certificates throughout the licence term and provide updated certificates upon request.

Incomplete applications shall not be accepted.

Material Changes

In accordance with Section 15, all Operators shall report Material Changes to the Clerk. Examples of Material Changes:

1. Selling the Refreshment Vehicle to a new Owner, requiring updated insurance and Ownership documents.
2. Relocating a Class 1 vehicle to a new permanent site, necessitating new health and fire inspection certificate.
3. Installing a new type of cooking equipment, such as a fryer, requiring a revised fire inspection certificate.
4. Letting an insurance policy lapse, invalidating required coverage.

Examples of Non-Material Changes which do not require reporting:

1. Painting the vehicle a new color, which is cosmetic and doesn't affect safety or compliance.
2. Replacing a broken window, a minor repair not impacting health or safety regulations.
3. Changing the menu to include new items without altering equipment or health approvals.
4. Upgrading a non-safety-related part, like adding a new logo or sign, without regulatory impact.

Licencing Fee Structure – Per Vehicle

Licence Terms	Validity	Fee Structure
Annual	Before August 1 st to December 31 st	100% of base fee
Late-Season	From August 1 st to December 31 st	50% of base fee
Monthly	30 days	25% of base fee
Single Day	Single day	Flat Rate

Notes:

All fees are one-time payments due in full at the time of application, as set in the Town's annual Fees and Charges By-law.

All licence fees are non-refundable.

Single Day Licences are subject to approval by the Clerk.

The Clerk may impose restrictions or conditions on short-term or Single Day Licences as necessary to ensure public safety, compliance with this By-law, or coordination with Town events, such as specific locations, hours, or noise limits.

The monthly fee is a single payment for one 30-day period, not a recurring charge.

TOWN OF CARLETON PLACE BY-LAW 48-2025 SCHEDULE B

Owner/Operator Attestation

I, _____ (print full name), as the Operator or authorized representative of the Refreshment Vehicle described in the attached application, hereby attest to the following:

1. **Training Completion:** All employees who will operate or manage the Refreshment Vehicle have been trained by myself or a qualified designate in its safe operation, consistent with the requirements of this By-law.
2. **By-law Awareness:** All employees have been informed of and reviewed the current Refreshment Vehicles By-law. I have reviewed with them the key operating standards, including:
 - a) Maintaining a clean vehicle and a litter-free 15-metre radius (Section 9.5).
 - b) Compliance with location, proximity, and time restrictions (Sections 9.7 and 9.10)
 - c) Proper display of the licence (Section 9.6).
3. **Ongoing Responsibility:** I commit to ensuring that any new employees hired during the licence period will receive the same training and By-law orientation prior to commencing work on the Refreshment Vehicle.
4. **Accessibility:** I/we acknowledge that all operations will be carried out in a manner that considers accessibility and complies with the Accessibility for Ontarians with Disabilities Act, 2005.
5. **Accuracy and Compliance:** I certify that the information provided in this attestation is true and accurate to the best of my knowledge. I understand that failure to comply with the By-law may result in enforcement actions, including correction notices, administrative monetary penalties, or licence suspension/revocation, as outlined in Section 18.

Signature of

Applicant/Operator/Owner: _____

Instructions for Submission

1. This attestation shall be completed and signed by the applicant or an authorized representative of the Refreshment Vehicle business.
2. Attach this document to the Refreshment Vehicles Licence Application Form (Schedule A) along with other required documentation.
3. Retain a copy of this attestation for your records, as it may be requested during inspections by Officers.

TOWN OF CARLETON PLACE BY-LAW 48-2025 SCHEDULE C
Authorization for Refreshment Vehicle Operation on Private Property

PROPERTY OWNER DETAILS

Property Owner (Legal Name): _____

Mailing Address: _____

Phone Number: _____ Email: _____

Name of Authorized Agent (if applicable): _____

PROPERTY INFORMATION

Municipal Address of Property: _____

Legal Description (if available): _____

PERMISSION DETAILS

I, the undersigned, being the legal Owner or authorized agent of the above-referenced property, hereby grant permission to:

Refreshment Vehicle Operator Name: _____

Business Name (if different): _____

to operate a Refreshment Vehicle on the above property under the following terms:

Type of Operation: **Class 1** **Class 2** **Class 3**

Nature of Use: **Seasonal Operation** **Periodic Operation**

Start Date: _____ **End Date:** _____

Operating Dates: _____

CONDITIONS OF APPROVAL

By signing below, I confirm that:

I have legal authority to grant this permission and that the proposed use does not contravene any lease agreements, covenants, or easements affecting the property. I understand that the Town of Carleton Place may contact me to verify or investigate the terms of this permission.

I acknowledge that I may be held responsible for any non-compliance related to site conditions or property use, and I agree to advise the Town in writing if permission is withdrawn or altered.

SIGNATURE

Signature of Property Owner/Authorized Agent: _____

Date: _____

(If signed by an agent, proof of signing authority shall be provided.)

Witness Name: _____

Witness Signature: _____

Date: _____

TOWN OF CARLETON PLACE BY-LAW 48-2025 SCHEDULE D

Parental/Guardian Consent Form

CONSENT FOR A MINOR TO OPERATE A REFRESHMENT VEHICLE

Minor Applicant Information

Full Name of Minor Applicant: _____

Date of Birth (DD/MM/YYYY): _____

Business Name (if applicable): _____

Type of Refreshment Vehicle: Class 1 Class 2 Class 3

Licence Term Requested: _____

 Annual Late-Season Monthly Single Day

Vehicle Description (Make/Model/Type): _____

Parent/Guardian Information (Authorized Signatory)

Full Legal Name: _____

Relationship to Applicant: Parent Legal Guardian

Mailing Address: _____

Phone Number: _____

Email: _____

Consent and Acknowledgement

1. Grant permission for the minor to apply for and operate a Refreshment Vehicle within the Town of Carleton Place in accordance with the Town's Refreshment Vehicles By-law.
2. Acknowledge joint responsibility for ensuring that the minor complies with all terms and conditions of the By-law, including but not limited to:
 - a) Maintenance and operation standards;
 - b) Location and safety requirements; and
 - c) Proper display of licence and required documentation.

- d) Accept liability for any infractions, fines, administrative monetary penalties (AMPs), or damages arising from the minor's operation of the Refreshment Vehicle and agree to indemnify the Town of Carleton Place as necessary.
- e) Agree to remain the point of contact for any By-law matters involving the minor applicant during the term of the licence.

Signature and Declaration

I certify that the information provided above is accurate and that I have read and understand the Town of Carleton Place Refreshment Vehicles By-law.

Signature of Parent/Guardian: _____

Date: _____

Witness Name: _____

Witness Signature: _____

Date: _____

(If applicable, proof of legal guardianship shall be provided upon request.)

TOWN OF CARLETON PLACE BY-LAW 48-2025 SCHEDULE E

Insurance

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licenced to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

1. A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$2,000,000.
2. Add the Owner as an Additional Insured with respect to the operations of the Named Insured
3. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
4. Non-owned automobile coverage with a limit not less than \$1,000,000 and shall include contractual non-owned coverage
5. Tenants' Legal Liability
6. Products and Completed Operations coverage
7. Contractual Liability
8. Work performed on Behalf of the Named Insured by Sub-Contractors
9. The policy shall provide 30 days prior notice of cancellation

All-Risks Property Insurance

All-risks (including sewer back-up damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of Property of every description and kind owned by the Renter or for which the Renter is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.

Each policy will provide that the insurer will not have any right of subrogation against the Town on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Town or Licensee covered by such insurance. The cost or premium for each and every such policy will be paid by the Licensee.

Insurance

Every applicant of a Refreshment Vehicle shall file with the Clerk proof of Commercial General Liability insurance subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, and including damage occasioned by any accident arising out of the operation of the refreshment vehicle for which a licence has been applied for or obtained.

Such insurance shall be in the name of the applicant and shall name the Town of Carleton Place as an additional insured thereunder.

Such insurance policy shall contain an endorsement to provide the Town of Carleton Place with thirty (30) days' prior written notice of cancellation or of a material change that would diminish coverage, and a Certificate of Insurance evidencing such insurance coverage shall be provided to the Town of Carleton Place prior to the issuance of a licence.

Indemnification

The applicant shall indemnify and save harmless the Town of Carleton Place from and against any and all claims, demands, causes of action, loss, costs or damages that the Town of Carleton Place may suffer, incur or be liable for, resulting from the performance or non-performance of the applicant of his or her obligations under the licence whether with or without negligence on the part of the applicant, the applicant's employees, directors, contractors and agents.

Indemnification and Hold-Harmless Clause

The Supplier shall defend, indemnify and save harmless the Corporation of the Town of Carleton Place, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save the Corporation of the Town of Carleton Place, from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

Insurance Certificate Checklist - Required Wording

Refreshment Vehicles – All Classes

Each insurance certificate shall include:

- Licence type: example: Mobile Refreshment Vehicle Class 1
- Trade Name / Name of Business:
- Insurance Company:
- Name of Insured:
- Address of Insured:
- Address of Insured Property: (if applicable)
- Class of Insurance: Commercial General Liability
- Policy Number:
- Effective Date:
- Expiry Date:
- Coverage Limit: \$2 million (Class 1 or Class 2) \$1 million (Class 1)
- Broker Name: Contact name and number
- Town of Carleton Place has been added as an additional insured for all operations, but only with respect to its interest in the operations of the named insured(s).
- This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

Clause: If cancelled, the Town of Carleton Place shall be given thirty (30) days' written notice by registered mail by the insurer(s) to the:

Town of Carleton Place, Clerk's Department
175 Bridge Street
Carleton Place ON K7C 2V8

Telephone: 613-257-6212

Email: sblair@carletonplace.ca