

## Office Use Only

Date Received: \_\_\_\_\_, 2020

Roll #: 4453-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Application Fee Receipt Number: \_\_\_\_\_



## Temporary Patio Expansion Request (Private Property)

To assist in responding to the economic impacts of the COVID-19 pandemic, the Township of Muskoka Lakes has developed a Temporary Patio Expansion Program. Any and all approvals related to the Temporary Patio Expansion Program expire on January 1, 2021 at 3:00 am.

Applicants wishing to use a portion of private property within the Township of Muskoka Lakes for a temporary patio or café as an extension of an existing restaurant, café, take-out restaurant, pub or tavern must complete this Temporary Patio Expansion Request application form.

Applications will be accepted via email or at the Municipal Office drop box.

### Send completed applications to:

Corey Moore, Communications & Economic Development Specialist

[cmoore@muskokalakes.ca](mailto:cmoore@muskokalakes.ca)

705-765-3156 Ext 215

### Requirements:

Please ensure that your Temporary Patio Expansion Request contains the following information.

- Completed Temporary Patio Expansion Request application form, including description summarizing the patio/café proposal;
- Sketch of Proposal – identifies proposed size and dimensions of patio/cafe, detail of fencing or barriers to be used, patio seating capacity and identifies size and number of existing parking spaces and any proposed to be occupied;
- Site drawing of property, including all existing buildings, site features and parking areas;
- Signed Parking Agreement Appendix "I", (If proposed patio does not comply with Zoning By-law parking requirements, signed parking agreement is required);
- Letter of support from Landlord or property owner, (if different from applicant);
- Copy of Current Liquor Sales License (if area is to be licensed);
- \$100.00 Consolidated Fee payable to the Township of Muskoka Lakes; and
- Written verification that the applicant has notified the Simcoe Muskoka District Health Unit and the local OPP detachment of the Temporary Patio Expansion (if area is to be licensed).

**APPLICANTS INFORMATION:**  Owner of Business  Owner of Property

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**REGISTERED OWNER & CONTACT INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**LOCATION & NATURE OF TEMPORARY PATIO EXPANSION**

- Onsite (Private property)
- Patio with food and non-alcoholic beverages only
- Patio with food and/or alcoholic beverages

Brief Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SERVICES**

**Potable Water**

- Municipally owned and operated
- Lake/River
- Well
- Other (specify) \_\_\_\_\_

**Sewage Disposal**

- Municipally owned and operated
- Septic Tank and Tile Field
- Privy Pit
- Other (specify) \_\_\_\_\_

**AUTHORIZATION**

I/we hereby agree to comply with all relevant Federal, Provincial (i.e. Accessibility) and Township (i.e. Noise By-law) Legislation, including all Provincial Health Orders respecting physical distancing etc.

I/we indemnify and hold harmless the Township of Muskoka Lakes from any action, claim, damage or loss whatsoever arising from the use of the private property for a Patio/Café.

I/we hereby permit the Township and its representatives to enter upon the property during regular business hours for the purpose of performing inspections of the property.

I/we hereby understand that the Government has amended Regulation 719 under the *Liquor Licence Act* (LLA) for liquor sales licensees (e.g. licensed bars and restaurants) to temporarily extend the physical size of the existing licensed patio or to temporarily add a new licensed patio within the approved period, are authorized to do so, if the following criteria are met:

1. The physical extension of the premises is adjacent to the premises to which the licence to sell liquor applies;
2. The municipality in which the premises is situated has indicated it does not object to an extension;
3. The licensee is able to demonstrate sufficient control over the physical extension of the premises;
4. There is no condition on the liquor sales licence prohibiting a patio; and,
5. The capacity of any new patio, or extended patio space where the licensee has an existing licensed patio, does not exceed 1.11 square metres per person.

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(Signature of Applicant(s))

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(Signature of Applicant(s))

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(Date)

Personal Information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of administering the Temporary Patio Expansion Program. Questions or concerns about the collection, storage, use and retention of this information should be directed to the Township Clerk, 1 Bailey Street Port Carling Ontario POB 1JO, telephone at 7057653156.

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**  
**CASH-IN-LIEU OF PARKING AGREEMENT**

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**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

**BETWEEN** \_\_\_\_\_  
hereinafter called the "OWNER" of the first part,

- AND -

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES,**  
hereinafter called the "TOWNSHIP" of the second part.

**WHEREAS** it is intended that this agreement shall be entered into by the Parties hereto, and dealing with the establishment of parking spaces and payment by the Owner in lieu of establishing parking spaces to the Township as more particularly set out herein, and pursuant to Section 40 of the Planning Act, R.S.O. 1990,

**AND WHEREAS** the Owner has applied to the Township to:

\_\_\_\_\_ Expand a restaurant patio on the property(s) described on Schedule "A" \_\_\_\_\_

**AND WHEREAS** in lieu of \_\_\_ parking space(s) as required by Comprehensive Zoning By-law 2014-14 of the Township of Muskoka Lakes, the Owner has offered to pay and the Township has agreed to accept a sum of \$ 1.00 Dollars in cash settlement thereof.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of ONE-----\$1.00-----DOLLAR of lawful money of Canada now paid by the Township to the Owner, the receipt whereof is hereby acknowledged, the Owner promises, covenants and agrees as follows:

1. The OWNER shall pay to the Township of Muskoka Lakes, the sum of \$1.00 Dollars in lieu of \_\_ parking space(s);
2. The OWNER agrees at the request of the Township, if deemed necessary, to erect signage that directs patrons to appropriate alternative parking locations.
3. The OWNER further agrees at the request of the Township, if deemed necessary, to direct staff of the restaurant operation to park off-site.
4. The OWNER undertakes, covenants and agrees to obtain all necessary permits as required from the Government of Ontario, the District Municipality of Muskoka and the Township of Muskoka Lakes;
5. This agreement shall terminate on January 1, 2021 at 12:00 am.
6. This agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the Parties hereto;

OWNERS NAME AND ADDRESS:

AREA MUNICIPALITY: Clerk

Township of Muskoka Lakes,  
P.O. Box 129,  
Port Carling, ON., P0B 1J0

IN WITNESS WHEREOF the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Print name of Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Print name of Owner

THE CORPORATION OF THE  
TOWNSHIP OF MUSKOKA LAKES

\_\_\_\_\_  
Mayor, Phil Harding

\_\_\_\_\_  
Clerk, Cheryl Mortimer