

**LICENCE TO OCCUPY LAND OWNED
BY THE CORPORATION OF
THE TOWN OF NIAGARA-ON-THE-LAKE**

THIS AGREEMENT made this 23rd day of May, 2023.

BETWEEN

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**
(hereinafter called the "Licensor")

- and -

SENTINEAL CARRIAGES INC.
(hereinafter called the "Licencee")

WHEREAS:

1. The Licensor is the registered owner of the lands legally described as PIN 46405-0001 being King Street bounded by Queen Street and Picton Street to the north and Johnson Street and Platoff Street to the south, in the Town of Niagara-on-the-Lake;
2. The Licensor has agreed to grant a licence to the Licencee over that portion of King Street as shown on Schedule "A" attached hereto, (the "Lands") for the purposes of permitting the Licencee to use the Lands for the purposes set out in this Licence Agreement.;

IN CONSIDERATION of the premises and other good and valuable consideration the parties agree as follows:

TERM

1.01 The Licensor grants to the Licencee the use of the Lands for the purposes hereinafter set forth, for the period of one (1) year, commencing April 1, 2023 and expiring on the first (1) day of April, 2024

1.02 The Licencee hereby accepts the Lands in their condition as of the date hereof and will not call upon the Licensor to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the Licencee hereunder.

1.03 The Licencee shall make no alterations to the Lands without first obtaining the written permission of the Licensor.

1.04 The Licensor will entertain the renewal of this licence based on the Licencee obtaining a business licence from the Niagara Region to operate on an annual basis.

CONSIDERATION

2.01 The Licencee shall pay the Licensors and Annual Licence Fee in each year of the term of this Licence Agreement, which shall be comprised of the Base Licence Fee plus an annual Escalation Fee as set out below:

YEAR BEGINNING	BASE LICENCE FEE	ESCALATION FEE	ANNUAL LICENCE FEE
2023	\$ 500	\$ NIL	\$ 500

2.02 During each year of this Licence Agreement, the Licencee agrees to pay the Licensors one hundred per cent (100 %) of the Annual Licence Fee for the year on the 1st day of April.

2.03 The Annual Licence Fee shall be exclusive of any Harmonized Sales Tax payable in the Province of Ontario, which shall be payable by the Licencee to the Licensors in addition to the Annual Licence Fee.

PURPOSES

3.01 The Licensors hereby grants permission to the Licencee to have the **exclusive use** of the Lands for the following primary purposes and associated activities only:

- (a) Parking space for the loading and unloading of passengers as required, for a maximum of three (3) Caleche between the hours of 6 a.m. and 1230 a.m. daily during the Term.

3.02 In this Agreement "Caleche" means a horse-drawn vehicle used on sightseeing trips or otherwise for hire.

TERMS OF OPERATION OF CALECHE

4.01 The Licencee covenants and agrees with the Licensors that the caleche operation shall be conducted in accordance with the following terms and conditions:

- (a) The Licencee shall obtain and maintain in force all licences required by Regional Municipality of Niagara By-law 2021-58 (as amended) with respect to the vehicles and drivers engaged in the operation of the caleches on the Lands, and shall provide the Licensors with a copy of all such licences

annually no later than May 1st in each year of the Term;

- (b) No caleche tours shall operate before 6 a.m. or after 1230 a.m.; and
- (c) The drivers of the caleches and all employees of the Licencee shall refrain from engaging in any verbal confrontations on the Lands with those protesting the operation of the caleche.

4.02 The Licencee covenants and agrees with the Licensor to abide by the terms set out in Schedule B – Niagara-on-the Lake Caleche Operating Terms of Reference (OTR)

INSURANCE AND INDEMNITY

5.01 Prior to May 1 in each year of the Licence Agreement, the Licencee shall provide the Licensor with an insurance certificate satisfactory to the Licensor which identifies the Licensor as a co-insured for the caleche operations of the Licencee with a Public Liability policy limit against claims for personal injuries, death, loss of or damages to property, occurring on, in or about the Lands arising or resulting from or attributable to the use, occupation and maintenance of the Lands by the Licencee, of at least five Million Dollars (\$5,000,000.00) in respect of any personal injury or death to a single person or in respect to any one occurrence. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability, severability of interests, and no cancellations or alterations without the consent of the Licensor.

5.02 The Licencee acknowledges and agrees that the failure of the Licencee to maintain this insurance coverage in force shall entitle the Licensor to immediately suspend all of the Licencee's operations at the Lands. Further, the Licensor shall be entitled to terminate this Licence Agreement if insurance coverage is not obtained within 7 days of delivery of written notice by the Licensor to the Licencee requiring proof of reinstatement of insurance coverage.

5.03 The Licencee shall at all times indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Licensor or its property in respect of any failure by the Licencee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death):

- (a) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Licensor) directly or indirectly arising out of, resulting from or sustained by reason of the occupation or use of the Lands, or any operation in connection therewith or any fixtures or chattels thereon, or
- (b) to any person while on adjoining lands of the Licensor in the course

of that person's entry onto or exit from the Lands.

5.04 The Licensor shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Lands or for any loss of or damage or injury to property belonging to the Licencee or any other person.

5.05 The Licencee hereby releases the Licensor from liability arising from any perils against which the Licencee is insured, or pursuant to the Licence Agreement, is obliged to ensure, whether or not such loss or damage may have arisen out of the negligence of the Licensor or its agents or employees.

TERMINATION OF LICENCE AGREEMENT

6.01 The Licensor shall be entitled to terminate this Licence Agreement prior to its expiry in accordance with the provisions of Section 5, and in addition the Licensor may terminate the Licence Agreement as follows:

- (a) If the Annual Licence Fee or the municipal taxes payable by the Licencee, or any parts thereof, shall be in arrears, or unpaid for thirty (30) days after the date on which payment is due, the Licensor shall be entitled to re-enter the Lands premises and thereafter possess and enjoy the Lands and all improvements thereon.
- (b) If the Licencee defaults in performing any of its obligations under this agreement, or breaches any of its covenants hereunder, the Licensor shall give written notice to the Licencee of such default giving the Licencee Thirty (30) days to remedy such default, failing which the Licensor may terminate this Licence and the Licencee shall then forthwith remove its chattels from the Lands.

6.02 No acceptance by the Licensor of any recent or subsequent breach or default nor any condoning, excusing or overlooking by the Licensor on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this term or condition nor in any way alter or defect the rights of the Licensor hereunder.

6.03 Unless by waiver given in writing by the Licensor, the Licensor shall not be deemed to have waived any breach by the Licencee of any of the terms or conditions of this Licence Agreement and a waiver relates only to the specific breach to which it refers and in no way affects or limits the right of the Licensor with respect to any breach to which it does refer.

6.04 The early termination of this Licence Agreement by the Licensor due to the default of the Licencee shall not relieve the Licencee from payment to the Licensor of

the Maximum Annual Licence Fees payable for the remainder of the term of the licence.

ARBITRATION

7.01 Any and all disputes, claims or controversies arising out of or in any way connected with this Licence, its performance, or breach shall be referred to and finally resolved by binding arbitration by a sole arbitrator from which there shall be no appeal.

7.02 The place of arbitration shall be Niagara-on-the-Lake. The language of the arbitration proceedings shall be English. The arbitration shall be conducted under the *Arbitrations Act*, S.). 1991, C. 17, as amended.

7.03 If any provision of this Agreement is held by competent authority to be invalid, illegal or unenforceable resulting in the intent of either party not being preserved, this Agreement shall either be renegotiated or terminated by either party.

COVENANTS

8.01 The Licencee covenants with the Licensor:

- (a) To pay the licence fees as set out in Section 2;
- (b) To pay taxes (including local improvements) and all rates and other charges imposed on or with respect to the land as same become due;
- (c) To use the land only for the purposes set out in Section 3;
- (d) To maintain the appearance of the Lands and the equipment thereon in a neat, clean and well-kept manner appropriate to the condition of land in the area;
- (e) To ensure that no refuse, litter, garbage or loose or objectionable material accumulates in or about the Lands;
- (f) To permit the Licensor or its agents or employees at all reasonable times to enter and examine the state of repair of the Lands and to make such repairs as may be deemed necessary by the Licensor from time to time;
- (g) Not to assign this agreement without the prior written consent of the Licensor, which consent may be unreasonably withheld;
- (h) To leave the Lands in substantially the same condition at the expiry of this agreement as they were at the commencement of this agreement;
- (i) To comply with all federal, provincial and municipal laws, rules, regulations and

- by-laws and to hold the Licensor harmless from the consequences of its failure to do so; and
- (j) To comply with all of the terms, conditions and obligations imposed by this Licence Agreement

NOTICE

9.01 Any notice required to be given to the Licensor under the terms of this agreement is deemed to be sufficiently given:

- (a) If served personally on the Town Clerk for the Corporation of The Town of Niagara-on-the-Lake; or
- (b) If mailed by prepaid registered mail addressed to the Licensor at

Town Clerk
Town of Niagara-on-the-Lake
1593 Creek Road, P.O. Box 100
Virgil, ON L0S 1T0

9.02 Any notice required to be given to the Licencee under the terms of this agreement is deemed to be sufficiently given

- (a) if served personally on any officer or executive of the Licensor; or
- (b) mailed by prepaid registered mail addressed to the Licencee at

Sentineal Carriages Inc.
1055 Line 1 Road RR2
Niagara-on-the-Lake, ON L0S 1J0

In either case, such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, Five (5) business days after it is delivered to the post office.

BINDING EFFECT

10.01 This agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals
attested by the hands of their respective officers duly authorized in that behalf.

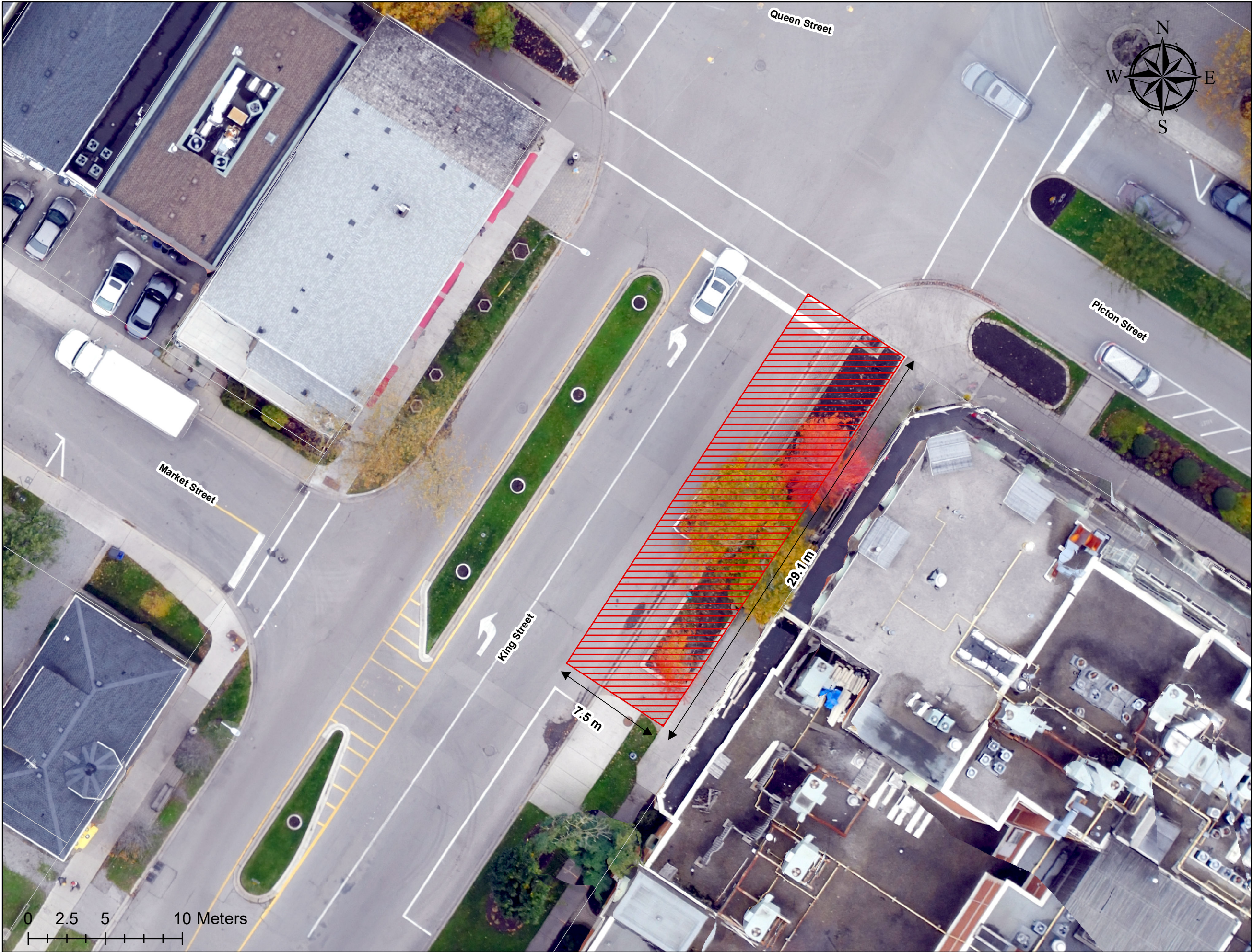
THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE

Lord Mayor

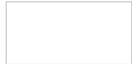

Deputy Town Clerk

SENTINEAL CARRIAGES INC.

Laura Sentineal – President
I have authority to bind the Corporation.



Legend

-  Parcels
-  Horse Carriage Area

Notes:
Schedule A -
King & Queen St
Location



SCHEDULE B
Niagara-on-the-Lake
Caleche Operating Terms of Reference (OTR)
~~June 2022~~ May 2023

The Town of Niagara-on-the-Lake (“NOTL”) has agreed to grant a licence to the Licencee over the Lands, as shown on Schedule “I”, via a Licence to Occupy Land Owned by The Corporation Of The Town Of Niagara-On-The-Lake (the “Agreement”).

The purpose of this Caleche OTR is to outline requirements and expectations about how the Caleche will operate within NOTL. This guiding document will outline the general principles and provide a framework for the Agreement.

~~All terms & conditions were defined in collaboration with the two caleche owners currently in operation (Sentineal Carriages, owned by Fred and Laura Sentineal; and Queens Royal Tours, owned by Jeff Sentineal). In some cases, NOTL’s by laws or Council requirements superseded any opportunity for negotiation.~~

~~It was agreed by all parties that these terms would set out how the caleche operations will operate in NOTL for the length of the licence.~~

RELATIONSHIP TO THE REGIONAL MUNICIPALITY OF NIAGARA

The Regional Municipality of Niagara (“Niagara Region”) regulates and governs businesses carried on within the Region, and provides for a system of licences for said businesses. Niagara Region provides licences for vehicles used for hire (including caleches) for the purposes of ensuring the health and safety of passengers, drivers, and animals, for the protection of persons, property, and animals, and to ensure consumer protection and efficient vehicle-for-hire services within the Region.

The licences issued by Niagara Region provide authorization under the Region’s By-law No. 2021-58 to carry on a business specified therein; and the document, certificate, or card issued, shall provide evidence of such authority as the content may allow. This By-law contains provisions regards the licensing, regulating, and governing of various businesses, with additional general provisions for Caleche owners in section 49.

The licences issued by NOTL provides authorization to occupy the Lands in NOTL for the purposes detailed in the Agreement, such as a parking space for the loading and unloading of passengers as required.

At this time, the ability for NOTL to issue a licence to Caleche owners/operators is directly dependent on said owner/operator having a current and valid licence from Niagara Region to carry on business. The terms and conditions of the NOTL licence, and this corresponding OTR, relate to the occupation of lands, not the general ability to carry on business.

TOWN REQUIREMENTS & EXPECTATIONS (LEGISLATED, BYLAW, SAFETY ETC.)

1. PROFESSIONAL CONDUCT

Caleche drivers, footmen and owners are expected at all times to conduct themselves with professionalism and dignity. Operators are required to treat other drivers, tourists and customers with the utmost respect, courtesy and consideration.

2. CALECHE OWNERS/OPERATORS SHALL AT ALL TIMES OBEY THE REGIONAL LICENSING REQUIREMENTS

The Regional Municipality of Niagara (“Niagara Region”) requires that the owner of a caleche business obtain a licence to operate as per the Niagara Regional Business Licencing By-law No. 2021-58 in order to be able to charge patrons a fee. In order for a caleche business to obtain a licence from Niagara Region, one of the conditions is that the caleche business obtains permission from the municipality in which they are intending to operate, which in this case, is the Town of Niagara-on-the-Lake (“NOTL”).

All requirements of the caleche licence as granted by The Regional Municipality of Niagara must be followed and a copy of the licence shall be provided to the Town of Niagara-on-the-Lake.

3. CALECHE OWNERS/OPERATORS SHALL AT ALL TIMES OBEY OTHER LEGISLATED REQUIREMENTS

- i. Operators must follow all requirements of the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as may be amended, and obey all applicable traffic laws.
- ii. Operators must operate in accordance with all municipal by-laws with respect to the use of Town roads, parking spaces, noise, signage etc.
- iii. Operators must operate in accordance with all Niagara Regional by-laws with respect to the use of Regional roads, parking spaces, noise, signage, etc.
- iv. Road or lane closures are not permitted at any time, unless prior authorization has been provided by the Town.
- v. Caleche drivers must have a valid caleche licence.
- vi. Slow moving vehicle sign has to be mounted on rear of Caleche.

4. DISPLAY OF COMPANY NAME ON EACH CARRIAGE.

Each caleche must have visibly painted on the carriage the Company Name for identification purposes. Names and/or company logos should be tastefully presented and identifiable from a distance. It was agreed that appropriate locations on the carriage would be up on the drivers perch, on each side and on the rear.

5. DISPLAY OF LICENCE PLATES

The Niagara Region issues licence plates annually.

All carriages will have valid licence plates clearly mounted in a fixed and visible location on the rear of the vehicle. Licence plates may be mounted in such a way as to be removed and transferred from one vehicle to another.

Operating without an approved licence plate displayed may be cause for the permission to be revoked by the Niagara Region/Town of Niagara-on-the-Lake.

6. DISPLAY OF CALECHE DRIVING LICENCE

All drivers must possess a valid licence to drive a caleche as issued by the Niagara Region. Drivers must carry any/all licences with them at all times and be prepared to show them if asked.

At the beginning of each season, each Caleche owner is to provide the Town with a complete list of all driver names and licences. If drivers change throughout the season the Owner is to advise the Town of the addition/deletion.

Name tags must be worn by drivers showing at least their 1st name and company name.

7. CALECHES OPERATORS SHALL REMAIN ALERT AND YIELD TO ALL MOVING TRAFFIC

Owners are expected to provide driver training to all drivers prior to the beginning of each season. Drivers must remain aware of vehicles behind the carriage. To ensure a continuous flow of traffic in the Old Town, drivers are expected to allow vehicles to pass by keeping to one side (where possible).

Drivers should not interfere with moving traffic and should avoid all contact (including whipping vehicles)

A Caleche is different from a car in that it does not have access to a horn. In the past, cars have driven dangerously close to a Caleche causing the drivers to use the whip to reach out, or to motion towards a car getting too close. The driver is always responsible for knowing what is around them at all times. The driver is also expected to ensure the safety of their passengers and the horse. Using the whip against passing vehicles is strongly discouraged and to only be used in extreme situations where there is a safety concern.

8. CALECHE EMPLOYEES ACTIVELY SOLICITING CUSTOMERS FROM TOWN PROPERTY

The Town's zoning by-law prevents hawkers and peddlers from soliciting business on the sidewalk or street. Drivers are not permitted call out, to pass out flyers or business cards in an effort to actively solicit business. Guests should approach the caleche first, at which point the drivers may talk about the services they offer.

9. CALECHE DRIVERS MUST OBEY THE TOWN'S PARKING REGULATIONS AT ALL TIMES (THE SAME AS ANY OTHER VEHICLE)

Caleche operates as a motor vehicle at it relates to abiding by the rules of the road and therefore must obey the Town's parking regulations at all time. Examples include:

- i. No stopping or parking on corners or intersections (unless to temporarily let traffic through)
- ii. No stopping or parking in handicapped spaces
- iii. No stopping signs mean that stopping is not permitted. Drivers should find another location to let passengers on/off
- iv. Carriages are not permitted to block driveways to homes, businesses etc.

Defined parking spaces in the Old Town are general intended for the use of tourist and customers. Use of a defined parking space by a Caleche is strongly discouraged.

If there is a pressing reason, other than for drop-off/loading of passengers, to use a defined parking space then the driver is expected to purchase a Pay & Display ticket, or to put money in the meter.

If a driver is temporarily loading/unloading passengers at a street location other than the main staging area on King Street, then they may use some form of signage that reads "pick-up/drop-off in progress".

Drivers may use the curb cut-out space in front of St. Vincent de Paul church for brief pick-ups/drop-offs, or if privately hired for weddings held at the church. This area is not to be used as a regular staging area.

10. LIMITS AROUND CALECHE ACCESS/USE OF TOWN PARKING LOTS

Caleche should avoid all parking lots. Parking lots are not designed to accommodate the size of a Caleche. Often, there is limited space available to navigate around parked vehicles. The caleche may also create a pedestrian safety risk. The Community Shuttle route (behind the Courthouse) must remain open and unblocked. The Court House lot in particular should not be used as a short-cut.

11. LIMITS AROUND CALECHE PERMISSION TO ACCESS/USE FORT GEORGE BUS PARKING LOT

Horses are not allowed in the bus parking lot at Fort George. There are too many people, buses are too big and may put the horses, passengers or pedestrians at risk. Drivers may use the car park side for pick-ups/drop-offs of passengers who arrived by bus. Drivers are generally discouraged from using the Queen's Parade however may pause, if it is safe to do so, along the gravel boulevard in order to allow the horse to relieve itself.

12. ADVERTISING ON THE CARRIAGES

No paid advertising is allowed on or about the Caleche during regular tours through Town. Only the company name may be visibly painted on both sides of the carriage for identification purposes. The exception to this is when the Caleche is participating in a Parade, or has been hired for weddings or private functions.

13. ADVERTISING AND AVAILABILITY OF BROCHURES FOR OTHER BUSINESSES WITHIN THE CARRIAGES

As noted before, drivers are not to actively solicit business. However, it may be appropriate for drivers and footmen to distribute tour info when requested. Brochures, maps, business cards etc. should be discretely stored in the carriages.

14. ADVERTISING VIA A-FRAME SIGNS THROUGHOUT THE OLD TOWN

A-Frame signs advertising on the sidewalks are not allowed under the Town's Sign bylaw.

15. RELOCATION IF REQUESTED BY THE TOWN

Caleche owners could be asked by the Town to temporarily relocate elsewhere within the Old Town. While this could be for a special event or to control the crowds (i.e.; protestors). If the Town requests the operations to relocate it will be to the location (North side Byron Street – shoulder) set out in Schedule I. The Town will provide a water service for the operation from a hydrant. The Town will also ensure that a discussion with both caleche operators will occur before the requested relocation along with the estimated time of relocation.

OPERATING ROUTES/DISTRICTS

16. STANDING AREA

The current standing area is located on the east side of King Street, south of Picton, next to the Prince of Wales hotel. See Schedule II.

Current regulations require that vehicles may not be parked within 10 meters from the corner. Lines will be painted on the road to identify the beginning and end of the standing area and the line at the corner that horses shall not pass (to ensure pedestrian safety). A maximum of 3-4 carriages at any given time is preferred.

Any standing area, and any required on-street parking, must be available. The location must be acceptable to the Town and to any of the adjacent resident/business directly affected.

17. AREAS OF OPERATION

The general service area of Caleche operations is the Queen-Picton Heritage District. Caleche may however operate within the Heritage Expansion Area when responding to reservation pickups (e.g. B&B's), weddings, Vintage Inns, Heritage Tours, special events etc.

The *Highway Traffic Act* regulates the overall vehicular safety requirements of horse drawn vehicles for use on public roads.

Travel routes will not be permitted on Town roads where staff has determined poor driver visibility exists or where there are steep hills, sharp curves, etc.

For instance, Carriages are to avoid Picton Street wherever possible. Exceptions would be when doing pick-ups/drop-offs at the Prince of Wales or Moffat Inn.

As long as large draft horses are being used, then the Melville Street hill may be traveled with caution. The area should be avoided where possible. Any horses less than 1,000 lbs should avoid this are entirely for their own safety and for the safety of the passengers.

Carriages should avoid the corner of Front & Simcoe (by the golf course) where ever possible due to the narrow streets and blind corners.

Should a travel route include a Regional Road, the caleche owner must provide the Town with a copy of the Niagara Region's approval to operate on the specific Regional road(s).

Caleche may be transported by truck & trailer to/from locations. Any Caleche operation on private property, such as a winery, is doing so outside of the requirements of this OTR.

OTHER OPERATING SPECIFICATIONS

Niagara Region sets out operating specifications based on the permitting regarding animal welfare under their Bylaw 2021-58 – as amended. The Niagara Region requirements for carrying on a business take precedence over the specifications in this OTR, if a conflict arises.

18. MAXIMUM NUMBER OF PASSENGERS PER CARRIAGE

This condition is limited already in large part by the seating capacity of the Caleche. Carriages should not be overloaded beyond the normal seating capacity of the vehicle. Generally, capacity is limited to 4 adults and 2 small children or equivalent. Larger carriages are only used for reservations and have set limits.

19. STYLE AND SIZE OF THE CARRIAGE AND HORSE

Regional requirements supersede the Town's authority on this matter. Please refer to the Region's website and by-laws for additional guidance.

The vision for the King Street caleche is to be using a 6 passenger Vis a Vie style of carriage (see pictures attached). Surry style carriages may be used to accommodate special events or corporate functions. 9, 12, 22 passenger carriages and hay wagons may be rented out for special reservations but are not to be used for regular in-town tours.

The Regional licensing requirement requires that the Owner demonstrates and ensures that every horse utilized in the Caleche business is free of any disease or sores, in good health, and fit to pull a Caleche in an urban setting without posing a danger to the public or itself, as certified by a veterinarian. A Caleche may not be operated with an unhealthy horse. A Caleche operator must conform to all the Regional requirements ensuring the health of the horse. This can be found under Regional Bylaw 20221-58- as amended.

It is recommended that the horse receive gradual stable training for at least one year before being used on the road with paying passengers.

20. MINIMUM TRAINING REQUIREMENTS FOR CARRIAGE DRIVERS

Regional requirements supersede the Town's authority on this matter.

Owners are strongly encouraged to provide a minimum of 40 hours on the carriage with a licenced driver before allowing the new driver on the road with paying passengers. Drivers must have a valid caleche drivers licence. Drivers should be tastefully uniformed.

21. FUTURE TRAINING OPPORTUNITIES

The Town supports any partnership between caleche operators and Fort George, the Museum or Historical Society, the Chamber of Commerce etc. that helps educate drivers about the Town's history, gather stories etc. to promote the uniqueness and heritage of Niagara-on-the-Lake.

22. ANIMAL WASTE

For the purposes of this OTR, "droppings" mean either manure or urine.

It is the responsibility of the driver to immediately clean up any droppings. Roadways are to be kept clean at all times. If the driver is not able to do so directly, they are to contact the Owners who will respond promptly to remove the droppings from the street.

Emission Control devices (aka diapers) are also required for the horses at all times. The Emission Control devices should be emptied regularly at the designated disposal bin located near the standing area. Disposal bins should be bagged and emptied as soon as they are full.

Horses should be discouraged from urinating in the streets or over storm sewer grates wherever possible. In the event of a urine spill, the affected area should be washed down promptly. Products such as bleach could be used to clean the area and minimize odor. Other products like Stall Dry (similar to a kitty litter) can be used to absorb any liquid and keep the odors down. These products should be shoveled off the road once the liquid has been soaked up. The main thing to remember about urinating on the street is to always remain respectful and rotate locations where an offence is likely to happen.

Complaints procedure: If complaints are made to the Owner or a Town bylaw officer, the complaint will be shared directly with both operators so that they may stay sufficiently informed. Unless the droppings were specifically identified as belonging to a particular company, operators will take turns responding to the clean up request. Operators will respond promptly to the request and have the area cleaned within one hour of the complaint being made.

23. DROP OFF LOCATION FOR HORSES

Transporting horses into the Old Town is not permitted. Horses should be delivered off any main roads and outside of residential neighborhoods, otherwise on private property. In certain circumstances (i.e. ill horse, broken down carriages etc.) it would be acceptable to bring trailers into the Old Town.

NOTL LICENSING REQUIREMENTS

24. NUMBER OF CALECHE ALLOWED IN TOWN AT ANY GIVEN TIME

The Town Council has repeatedly stated its intent to limit the number of permissions to five (5). Outside of the busy season, five (5) Caleche aren't necessary to handle the existing volume of customers. **Council shall cap the number of Caleche permissions at five (5). Those permissions shall be allocated to the following businesses:**

Three (3) permissions – Sentineal Carriages

Two (2) permissions – Queens Royal Tours

~~Staff still advocate for a limit of five (5) Caleche permissions and the current limit is able to accommodate the demand without causing an excessive impact on traffic, safety concerns etc. Having said that, there have been times when the volume of caleche has been problematic.~~

Should portions of the caleche business operation rely on the use of other private properties for: a staging area, parking, travel route, turn around, etc., then the caleche owner shall provide the Town with a copy of a letter from the applicable private property owner confirming no objection and applicable timelines / terms (if any).

25. LICENCING:

Only five (5) Licences will be granted. Currently, the two caleche services provided with "Licences" to operate are Queens Royal Tours and Sentineal Carriages Inc. Queens Royal Tours has 2 licences and Sentineal Carriages Inc. has 3 licences.

The Licence shall remain “owned” by the Town and may not be bought, transferred, assigned, or sold. Licences have no transferability. ~~Only Council, or their staff designate, may authorize a transfer. For example, licences expire upon bankruptcy of the company. If the business is sold, the Town needs to be notified of new ownership details immediately. The new operator will be expected to apply for their own licence within five (5) days of the ownership change and agree to abide by these Operating Terms of Reference.~~

Sunset Clause

Licences will be revoked if:

- i. the current operator(s), closes or sells their business, declares bankruptcy;**
- ii. Effective 2024 season, if there is a break in service or service is discontinued for a short period of time (i.e; one full season).**

Applications for renewal should be submitted and approved prior to the Regional caleche licence renewal date.

Any requests received by the Town of Niagara-on-the-Lake from a caleche owner must be in writing providing sufficient detail of the proposal, including but not limited to:

- i. references,
- ii. fares,
- iii. travel,
- iv. routes (with map),

- v. parking area,
- vi. evidence of permission to operate on Region of Niagara roads, if part of the route,
- vii. written permission to use/operate from property owned by another party whether public or private,
- viii. location of the livery site, etc.

Formal requests are received and assessed by Town of Niagara-on-the-Lake staff. Staff then prepare a report with a recommendation report for Council's consideration.

In order for a caleche business to be granted permission by NOTL, the following criteria must be satisfied:

A. Quality of the Service

- The application must demonstrate a favourable quality of service proposed. If applicable, other municipalities will be contacted as a reference to confirm their satisfaction and experiences with the caleche business operations.

B. Rates

- The fee rates to be charged should be comparable to the industry average.

C. Travel Route

- The Caleche operation must specify the route(s) intended for the service, providing a map(s) of the same.

D. Traffic Safety

- The proposed travel route must not create adverse impacts and/or conflicts with the traffic flow along the roadway.

E. Liability Insurance

- Liability insurance in the amount of FIVE (5) million dollars must be provided by the caleche owner naming the Town of Niagara-on-the-Lake as additional insured.
- A Liability Insurance Certificate must be presented at the time of issuance of the Caleche Permission. The liability insurance is required for the duration of the caleche operation and cannot be cancelled without advance written notification to the Town of Niagara-on-the-Lake.
- Confirmation must be provided by the caleche owner that all required documentation and approvals have been obtained from Niagara Region, and that all Regional liability insurance requirements have been met.

The caleche owner shall indemnify and save harmless Niagara Region and the Town of Niagara-on-the-Lake of any claim that may arise resulting from the caleche operation.

A licence fee will be charged to the caleche owner in accordance with the Town of Niagara-on-the-Lake Rates & Fees schedule, based on the estimated amount of staff time required to review and process the Caleche Licence request. The fee will be payable to the Town of Niagara-on-the-Lake at the time of application. The Rates & Fees schedule is submitted annually for Council approval. Upon approval the rates and fees can be found on the Town's website at www.notl.com

Permission for the caleche operation will be subject to the licence agreement approved by Council. Annually the Town of Niagara-on-the-Lake will review the caleche business operation to determine if permission for the following year of operation should be granted.

Should an infraction of any standard operating conditions or requirements of this OTR occur, the Town has the right, in addition to applying Administrative Penalties, to rescind the permission for the caleche business to operate within Niagara-on-the-Lake.

26. NEW LICENCES:

~~In the event that Council decides to increase the number of Licences available, the existing operators will be given preference when applying for the new Licence. Council may grant the Licence to either of the existing operators, or to another applicant, at their discretion. The onus is on the new operator to demonstrate that they will operate within these OTR and provide sustainable value to the community.~~

~~Preference will also be given to caleche operators who provide a livery site within the municipality.~~

Request for new licences will be denied. The Town is looking to phase-out the horse-drawn carriage within the Town of Niagara-on-the-Lake.

ENFORCEMENT

Niagara Region has their own respective enforcement requirements and processes. Should non-compliance and/or complaints occur, Niagara Region shall determine the best recourse.

27. ROLE OF ENFORCEMENT:

The primary objective is to seek compliance. Town will take a “we trust you to comply” approach until such time as a violation occurs.

28. WHO IS AUTHORIZED TO ENFORCE:

By-law and Parking Enforcement personnel will be empowered to enforce OTR violations. Each Owner is responsible for the actions of all of its personnel. Therefore violations by a driver will be deemed to be a violation by the Owner (company).

29. COMPLAINTS PROCEDURE:

When a complaint is made to a by-law officer about the operations of a particular company, the officer will advise the complainant that “Owner X or Y are very approachable and willing to respond to all concerns. They have invited you to call them directly so that they may resolve the matter promptly” and then provide the appropriate phone numbers.

The complainant will be encouraged to call the Town back if there is no resolution after speaking with Owners. The by-law officer will then mediate a solution, formally request compliance with the conditions of this Operating Terms of Reference, or impose fees and penalties as may be appropriate.

Staff will make every effort to prevent or minimize frivolous or malicious claims.

30. PENALTIES/BUSINESS LICENCE

Punishment will be assessed against the Town's effort to enforce (i.e. the fines will be tied to the amount of time staff require to spend based on the work we are required to do to monitor, check etc.). Penalties will be incremental for repeat violations. A number of violations may result in a suspension of the Licence, and/or a revoking of the Licence in the following year.

The ability for a municipality to apply Administrative Penalties under the *Municipal Act, 2001*, S.O. 2001, c. 25, as may be amended, is dependent on Caleche Owners having a current and valid Business Licence from The Regional Municipality of Niagara.

GUIDING PRINCIPLES BEHIND THE OTR

- Compliance with Niagara Region licensing requirements in By-law No. 2021-58
- Compliance with Town expectations - Caleche will at all times abide by all Town bylaws: past, present & future.
- Safety to pedestrians, vehicles & horses
- Owner may operate to make a profit
- Operations should not diminish tourism
- Operations may promote tourism
- Respect for residents
- Fairness
- Consistency
- Best interest of the horse
- Health of the horse

FUNCTIONS OF THE CALECHE

- Tours
- History lesson
- Lost & found
- Ambassadors/host
- Good will
- Eco-friendly transportation
- Marketing/economic development
- Real estate
- Public awareness/education re. horses
- Limits the speed on roads
- Community surveillance
- Community ambiance – branding