



Town of Newmarket
395 Mulock Drive
P.O. Box 328
Newmarket, ON L3Y 4X7

licensing@newmarket.ca
tel.: 905-953-5300
fax: 905-953-5141

Appendix A

Minimum Criteria under the AGCO

The AGCO has recently amended Regulation 719 under the Liquor Licence Act to provide flexibility for liquor sales licensees (eg. licensed bars and restaurants). Restaurants and bars who wish to temporarily extend the physical size of their existing licensed patio or temporarily add a new licensed patio are authorized to do so, subject to the following criteria:

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, allows for at least 1.11 square metres per person; and
6. In the case of a by-the-glass endorsement to a Manufacturer's Licence, the sale and service of the wine, beer and/or spirits manufactured by the manufacturer within the physical extension of the premises is primarily aimed at promoting the manufacturer's product and either providing an enhanced tourist experience or fulfilling an educational purpose.

All licensees are expected to first and foremost comply with physical distancing measures and any other public health guidelines or orders issued by the Ontario Government or by any other applicable levels of government.

If your application meets the above criteria, you are **not required** to apply to AGCO for a temporary extension of your existing liquor licence or for a temporary new patio proposal. There are also no fees required to be paid to the AGCO.

If you do not meet the above criteria, you are required to follow the usual application process for a temporary extension of premises and apply through the AGCO website. This temporary exemption program, specifically offered through AGCO, is only valid until January 1, 2022.

However, please note that the Town of Newmarket's Temporary Outdoor Patio Program expires on **October 30, 2022**.



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Appendix B Fees

Council for the Town of Newmarket has waived all applicable fees associated to its current Outdoor Serving Patio Program. Such fees include your approved licensing fee, patio dimensional fees (where located on Town property), and any other fees imposed in relation to inspections or authorizations to construct a temporary patio.

The AGCO has also waived any fees or application processes relating to the temporary extension of existing licensed patios or existing licensee applications for a new temporary patio. For more information, please visit the AGCO website directly.

Design Requirements

- All patios must maintain the requirements of the Accessibility for Ontarians with Disabilities Act. These guidelines set out basic requirements of the AODA. It is the responsibility of each business to ensure their own compliance with the Act.
- A minimum passable sidewalk width of 1.5m must be maintained at all times to ensure accessibility for pedestrians. 1.8m minimum width is preferred.
- Patios are not permitted to reduce the width of the traffic lanes. A minimum width of 6m must be maintained at all times to ensure adequate width for emergency vehicles.
- The Town will accept a variation of barrier types to be used for safety mitigation. However, a minimum barrier height of 36 inches (91 cm) must be adhered to and all barriers must be sturdy, stable, and able to protect the safety of patrons while within the temporary patio.
- Exterior barriers must be affixed with high visibility reflective markers for nighttime visibility.



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Appendix C

Insurance and Indemnification Declaration

In this Appendix C,

“Claims” means claims, losses, actions, suits, proceedings, causes of action, demands, damages (incidental, direct, indirect, special, consequential or otherwise), fines, duties, interest, penalties, judgements, executions, liabilities, responsibilities, costs, charges, compensation, payments and expenses including, without limitation, any professional, consultant and legal fees on a complete indemnity basis.

“Owner” means the owner listed in this application.

“Injury” means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, assault, threatening, malicious prosecution, libel, slander, defamation of character, invasion of privacy and discrimination, or any of them, as the case may be.

Insurance:

The Owner holds General Liability Insurance from an insurer licensed in the province of Ontario for \$2 million per occurrence with an aggregate limit of no less than \$5 million insuring the Owner and the Corporation of the Town of Newmarket (“the Town”) against any liability for property damage or personal injury, negligence including death which may arise from the applicants operations under this agreement. The Town must be included as an “Additional Named Insured”. In addition the Commercial General Liability shall contain Cross Liability and Severability Clauses and Products & Completed Operations coverage including a standard contractual liability endorsement.

Indemnity:

The Owner shall promptly defend, protect, indemnify and hold completely free and harmless the Town from and against any and all Claims in connection with any Injury or any loss or damage to property (a) arising from or out of this Application or the occupancy or use by the Owner of any lands owned by the Town, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Owner or by any person permitted to be on the premises under the control of the Owner; and (b) arising from, relating to or occurring in whole or in part by any fault, default, negligence, act or omission by the Owner or any of the directors, officers, servants, employees, contractors, agents, invitees and licensees of the Owner and all other persons over whom the Owner (i) may reasonably be expected to exercise control, and (ii) is in law responsible. If the Town shall be made a party to any litigation commenced by or against the Owner, then the Owner shall promptly indemnify and hold completely free and harmless the Town and shall pay the Town all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or paid by or on behalf of the Town in connection with such litigation on demand. The indemnity of the Owner contained in this Appendix C shall not be prejudiced by, and shall survive the expiration of the time period under which the permit for this Application applies.



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Appendix D

General Conditions & Guidelines

1. Patios will be removed by no later than October 30, 2022.
2. Permission to install or expand a patio for the 2022 season does not entitle a business to any right or expectation to be able to install or extend a patio in subsequent seasons.
3. Any required sidewalk extensions must be completed before obstruction of a sidewalk for construction or operation of a patio.
4. The applicant assumes all maintenance and liability for the patio structure and sidewalk extension and may be required to undertake alterations or repairs as are required by the Town to maintain safety and accessibility.
5. Permission to extend or install a patio becomes null and void if the applicant should fail to meet the requirements set out in this application and other applicable documents, in which case, the Town shall be at liberty to take any action it deems necessary to repair the patio structure or to reinstate the site to its original condition for public protection at the expense of the applicant. In all cases the decision of the Town is final.
6. The applicant shall maintain access to all public and private properties for the duration of the work.
7. No business shall be eligible to operate an outdoor patio unless the business is in compliance with all Town requirements.
8. The Applicant shall be deemed to be the “constructor” and the “owner” for all purposes under the Occupation Health and Safety Act. The Applicant shall further be deemed to be the “occupier” for all purposes under the Occupiers Liability Act.
9. The Applicant agrees to indemnify and save the Town harmless from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties, interest and/or legal fees on a substantial indemnity basis arising in connection with any matter that may arise from the issuance of a permit hereunder or the activities that occur on a patio.
10. Any costs, expenses or liabilities incurred by the Town as set out above may be collected by the Town from the Applicant in the same manner as municipal taxes.
11. The Applicant agrees to clean the area around and under the patio with the use of a pressure washer following the removal of the patio.
12. All approved patios must be in compliance with the Town’s noise bylaw 2017-76 as amended.