

**THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, SEPTEMBER 6, 2023
6:00 p.m.**

AGENDA

Members of the public wishing to attend can do so by attending in person to the Council Chambers in the Administration Centre located at 5786 County Road 21, Utopia.

1. OPENING OF MEETING BY THE MAYOR

The Township of Essa acknowledges that we are situated on the traditional land of the Anishinaabeg, Huron-Wendat and the Tiononati people. We are dedicated to honouring Indigenous history and culture and committed to moving forward in the spirit of reconciliation and respect with all First Nation, Métis and Inuit people.

2. DISCLOSURE OF PECUNIARY INTEREST

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

- a. **Delegation– Angus Food Bank**
Stephen Kenney
Re: Angus Food Bank Facility

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 1 a. **Staff Report PD024-23 submitted by the Manager of Planning, re: By-law to Amend Township of Essa Zoning By-law 2003-50, with Short-Term Accommodation Provisions.**

Recommendation: ***BE IT RESOLVED*** that Staff Report PD024-23 be received; and ***THAT*** Council approve an amendment to Essa's Zoning By-law 2003-50 as amended, for all lands in the Township to introduce a definition for 'Short-Term Accommodation' and amend the definition for 'Boarding or Rooming House' or 'Bed and Breakfast' as follows:

- a) "Short-Term Accommodation"
Means a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days. This includes "Boarding or Rooming House" and "Bed and Breakfast" but excludes hotels, motels and accommodations where there is no exchange for remuneration.
- b) "Boarding or Rooming House" or "Bed and Breakfast"
Means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not mean or include a motel, hotel, hospital or similar commercial or institutional use, or apartment building. The Boarding or Rooming House or Bed Breakfast shall be owned and operated by one or more persons residing on the premises during operation as a Boarding or Rooming House or Bed and Breakfast.

- p. 14 **b. Staff Report PD025-23 submitted by the Development Planner, re: 5204 10th Line – Proposed Zoning By-law Amendment (Z7-23).**

Recommendation: **BE IT RESOLVED** that Staff Report PD025-23 be received; and **THAT** Council approve an amendment to the Township's Zoning By-law (2003-50), for lands municipally known as 5204 10th Line to be rezoned from the 'Agricultural (A) Zone' to the 'Agricultural with Special Provisions (SP) Zone (A-1)' on the retained lot following a recent Consent (severance).

- p. 21 **c. Staff Report PD026-23 submitted by the Development Planner, re: 6404 11th Line – Proposed Zoning By-law Amendment (Z2-23).**

Recommendation: **BE IT RESOLVED** that Staff Report PD026-23 be received; and **THAT** Council approve an amendment to the Township's Zoning By-law (2003-50), for lands municipally known as 6404 11th Line to be rezoned from the 'Agricultural (A) Zone' to the 'Agricultural with Special Provisions (SP) Zone (A-1)' on the retained lot following a recent Consent (severance).

- p. 28 **d. Staff Report PD027-23 submitted by the Development Planner, re: 231 Barrie Street – Proposed Official Plan Amendment & Zoning By-law Amendment (Files# OPA46/Z4-23).**

Recommendation: **BE IT RESOLVED** that Staff Report PD027-23 be received; and **THAT** Council approve and/or adopt the following in relation to lands municipally known as 231 Barrie Street:

- a) Adopt a by-law to allow the Mayor and Clerk to execute an Amendment to the Official Plan, which would redesignate a portion of the property from 'Commercial' to 'Residential' to allow for residential uses on the severed parcel.
- b) Approve an amendment to the Township's Zoning By-law 2003-50 from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Detached (R1) Zone with Special Provisions (SP)' on the retained lot of a proposed severance and rezone the proposed severed lot from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Semi-Detached (R2) Zone with Special Provisions (SP)'.

- p. 41 **e. Staff Report PD028-23 submitted by the Manager of Planning, re: 34 Mill Street – Draft Plan Conditions.**

Recommendation: **BE IT RESOLVED** that Staff Report PD028-23 be received for information; and **THAT** Council approve Draft Plan Conditions for the subject lands municipally know as 34 Mill Street towards the development of a 148-unit townhome residential Plan of Subdivision.

- p. 55 **f. Staff Report PD029-23 submitted by the Manager of Planning, re: Provincial Site Plan Control.**

Recommendation: **BE IT RESOLVED** that Staff Report PD029-23 be received for information.

5. **PARKS AND RECREATION / COMMUNITY SERVICES**

6. **FIRE AND EMERGENCY SERVICES**

7. **PUBLIC WORKS**

- p. 59 a. **Staff Report PW015-23 submitted by the Manager of Public Works/Deputy CAO, re: Confirm of Tender Award – 2023 Asphalt Resurfacing (HL3 Paving).**

*Recommendation: **BE IT RESOLVED** that Staff Report PW015-23 be received; and **THAT** the tender as received from **GIP Paving Inc.** for the 2023 asphalt resurfacing be accepted in the amount of **\$242,821.90 (excluding HST).***

8. **FINANCE**

- p. 62 a. **Staff Report TR010-23 submitted by the Tax Collector, re: Request to Write Off/Adjust 2021, 2022 and 2023 Taxes.**

*Recommendation: **BE IT RESOLVED** that Staff Report TR010-23 be received; and **THAT** the Tax Collector be authorized to adjust taxes on the accounts listed on Schedules "A", "B", "C", "D", "E", "F" and "G" of this report.*

9. **CLERKS / BY-LAW ENFORCEMENT / IT**

- p. 91 a. **Staff Report C015-2023 submitted by the Manager of Legislative Services, re: Integrity Commissioner Update.**

*Recommendation: **BE IT RESOLVED** that Staff Report C015-23 be received.*

- p. 124 b. **Staff Report C016-2023 submitted by the Manager of Legislative Services, re: Impact on Essa Business Licensing – Towing and Storage Safety and Enforcement Act.**

*Recommendation: **BE IT RESOLVED** that Staff Report C016-23 be received.*

10. **CHIEF ADMINISTRATIVE OFFICER (C.A.O.)**

- p. 208 a. **Staff Report CAO018-23 submitted by the Chief Administrative Officer, re: Park Development in the Angus “5th Line Neighbourhood: Phase 1 – Splashpad at 191 Maplewood Drive.**

*Recommendation: **BE IT RESOLVED** that Staff Report CAO018-23 be received for information; and **THAT** Council authorize staff to proceed to tender a new splashpad at 191 Maplewood Drive, Angus using park reserve funds, as a first phase only in the replacement of park equipment and amenities from within the Stonemount Park, with staff to continue to consult on further phases and (and locations) to follow.*

- p. 213 **b. Staff Report CAO019-23 submitted by the Chief Administrative Officer, re:
Proposed Angus Servicing Capacity Allocation Policy**

Recommendation: **BE IT RESOLVED** that Staff Report CAO019-23 be received for information; and

THAT Council adopt the proposed Angus Servicing Capacity Allocation Policy to span a 3-year term extending to December 31, 2026, to provide for certainty for all involved in the development of Angus and to provide the municipality with a responsible and sustainable financial plan for funding of core services for Angus.

11. OTHER BUSINESS

12. ADJOURNMENT

Recommendation: **BE IT RESOLVED THAT** this meeting of Committee of the Whole of the Township of Essa adjourn at _____ p.m., to meet again on the 20th day of September 2023 at 6:00 p.m.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD024-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff
Manager of Planning

RELATED APPLICATION: PD013-23

SUBJECT: By-law to Amend Township of Essa Comprehensive Zoning By-law 2003-50, with Short-Term Accommodation Provisions

RECOMMENDATION

That Council approve an amendment to Township of Essa Comprehensive Zoning By-law 2003-50, as amended, for all lands in the Township to introduce a definition for 'Short-Term Accommodation' and amend the definition for 'Boarding or Rooming House' or 'Bed and Breakfast' as follows:

- a) "Short-Term Accommodation"
means a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days. This includes "Boarding or Rooming house" and "Bed and Breakfast" but excludes hotels, motels and accommodations where there is no exchange for remuneration.
- b) "Boarding or Rooming House" or "Bed and Breakfast"
means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not mean or include a motel, hotel, hospital or similar commercial or institutional use, or apartment building. The Boarding or Rooming House or Bed Breakfast shall be owned and operated by one or more persons residing on the premises during operation as a Boarding or Rooming House or Bed and Breakfast.

BACKGROUND

Reference is made to Staff Report PD013-23 which presented a breakdown of Short-Term Accommodation-related by-laws within Simcoe County and neighbouring municipalities to potentially regulate Short-Term Accommodations (STAs) in Essa Township. Staff recommended an update of the Township Zoning By-law by introducing

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a definition for "Short-Term Accommodation" and amending the definition for "Boarding or Rooming House" or "Bed and Breakfast".

The "Short-Term Accommodation" definition would tie directly to the "Boarding or Rooming House" or "Bed and Breakfast" definition since "Short-Term Accommodation" does not appear anywhere else in Zoning By-law 2003-50.

The "Boarding or Rooming House" or "Bed and Breakfast" definition was expanded to include a requirement that the owner must be present on the premises during operation as a "Boarding or Rooming House" or "Bed and Breakfast".

A Draft By-law was prepared (Attachment 1), and a public meeting was held on July 5, 2023. On June 15, 2023 (20 days prior to the public meeting), the Draft By-law and Public Meeting posting was uploaded to the Township website and electronic sign in accordance with requirements under the Planning Act.

COMMENTS AND CONSIDERATIONS

It is Council's primary intent to ensure safety for residents and the proposed amendments attempt to secure such.

No comments were received by agencies or members of the public prior to the Public Meeting.

At the Public Meeting, a presentation was made by the Manager of Planning (Attachment 2). Immediately following, comments were heard from a resident objecting to the Short-Term Accommodations due to spin-off impacts on neighbours such as parties and irresponsible tenants. No other comments were received.

FINANCIAL IMPACT

Regulating Short-term Accommodations will have undefined associated costs related to regulation, intake, review, licensing and enforcement. The more controls adopted, the more staff time is needed for enforcement.

Manager of Finance

SUMMARY/OPTIONS

Council may:

1. Take no further action, which would continue to allow traditional Bed and Breakfasts and not specifically address STA uses under the existing ZBL provisions.
2. Approve an amendment to Township of Essa Comprehensive Zoning By-law 2003-50, as amended, for all lands in the Township of Essa to introduce a definition for

'Short-Term Accommodation' and amend the definition for 'Boarding or Rooming House' or 'Bed and Breakfast' as follows:

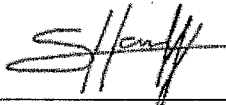
- a) "Short-Term Accommodation"
means a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days. This includes "Boarding or Rooming house" and "Bed and Breakfast" but excludes hotels, motels and accommodations where there is no exchange for remuneration.
- b) "Boarding or Rooming House" or "Bed and Breakfast"
means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not mean or include a motel, hotel, hospital or similar commercial or institutional use, or apartment building. The Boarding or Rooming House or Bed Breakfast shall be owned and operated by one or more persons residing on the premises during operation as a Boarding or Rooming House or Bed and Breakfast.

3. Direct staff in another manner Council deems appropriate.

CONCLUSION

Option #2 is recommended as the Township is in need of Short-Term Accommodation policies due to the current Zoning By-law Bed and Breakfast provisions being vague and leaving room for interpretation by both Staff and applicants. The Public has been consulted appropriately and after careful consideration, the amendment to the Zoning By-law makes for good Planning.

Prepared and Submitted by:



Samuel Haniff, BURPI., MCIP, RPP
Manager of Planning

Reviewed by:



Colleen Healey-Dowdall, RPP
Chief Administrative Officer

Attachments:

Attachment 1: Draft By-law

Attachment 2: Presentation by Staff on Short-Term Accommodations (July 5, 2023)

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NUMBER 2023-XXXX

A BY-LAW TO AMEND TOWNSHIP OF ESSA COMPREHENSIVE ZONING BY-LAW NO. 2003-50, AS AMENDED

WHEREAS, pursuant to Section 34 of the *Planning Act*, R.S.O., 1990, c.P.13, as amended, the Council of the Township of Essa has passed Comprehensive Zoning By-Law No. 2003-50 for the Township of Essa;

AND WHEREAS, authority is granted under Section 34 of the *Planning Act*, R.S.O. 1990. C.P.13 as amended, to enact such amendments;

AND WHEREAS the provisions of this By-law conform to the Official Plan of the Township of Essa;

AND WHEREAS, Council deems it advisable and expedient to amend Zoning By-Law No. 2003-50;

NOW THEREFORE, the Council of The Corporation of the Township of Essa HEREBY ENACTS as follows:

- 1) THAT By-Law NO. 2003-50 as amended, is hereby further amended by adding the following definitions to Section 3 alphabetically as follows:

“Short-Term Accommodation”

means a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days. This includes “Boarding or Rooming House” and “Bed and Breakfast” but excludes hotels, motels and accommodations where there is no exchange for remuneration.

- 2) THAT By-Law NO. 2003-50 as amended, is hereby further amended by expanding the definition of “Boarding or Rooming House” or “Bed and Breakfast” as follows:

“Boarding or Rooming House” or “Bed and Breakfast”

means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not mean or include a motel, hotel, hospital or similar commercial or institutional use, or apartment building. The Boarding or Rooming House or Bed and Breakfast shall be owned and operated by one or more persons residing on the premises during operation as a Boarding or Rooming House or Bed and Breakfast.

- 3) THAT all other respective provisions of the Zoning By-law 2003-50, as amended, shall apply.

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- 4) THAT this By-law shall come into force and take effect on the date of passing thereof, subject to the provisions of Section 34 of the *Planning Act*, R.S.O., 1990, c.P.13 as amended.

READ A FIRST, SECOND AND THIS TIME AND FINALLY PASSED THIS _____ DAY OF _____, 2023.

Mayor Sandie Macdonald

Manager of Legislative Services, Lisa Lehr

DRAFT

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Proposed Short-Term
Accommodation By-law



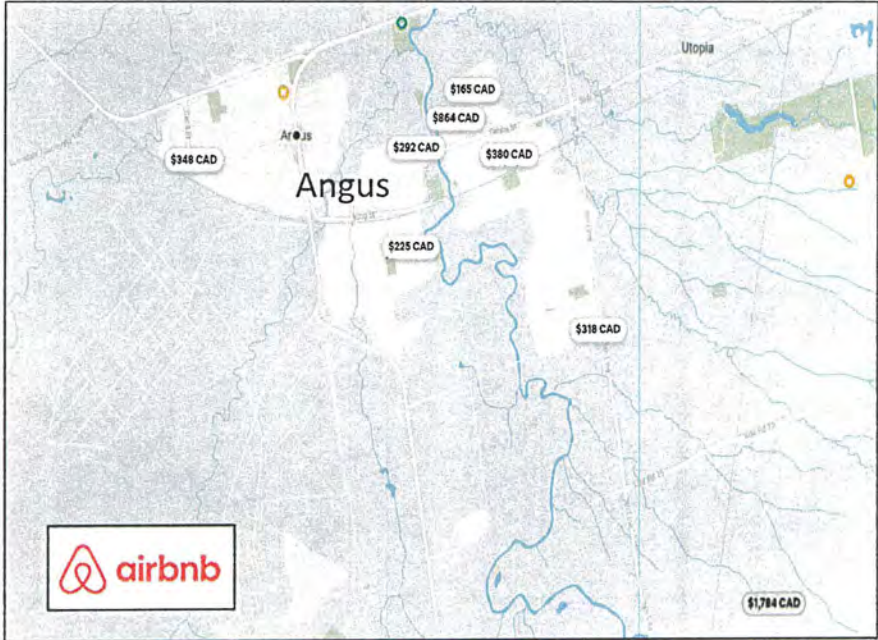
Proposed Short-Term Accommodation By-law



- Fewer than 10 Bed and Breakfasts on AirBnB
- ↳ • Majority in Angus

Relatively few in number

Majority are not permissible since they are in a Settlement Area



Proposed Short-Term Accommodation By-law



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- Regulating STAs are important for life safety purposes
- Current Zoning By-law Regulations are vague
- Enforcement can be complicated



Proposed Short-Term Accommodation By-law



- There is no definition for Short-Term Accommodation in Zoning By-law 2003-50
- Current applicable definition is:
“Boarding or Rooming House” or “Bed and Breakfast” means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not include a motel, hotel, hospital or similar commercial or institutional use, or apartment building.



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Proposed Short-Term Accommodation By-law



Proposed changes:

6 *"Short-Term Accommodation"*
means a place of temporary residence, lodging or occupancy by way of concession, permit, lease, rental agreement or similar commercial arrangement for any period equal to or less than thirty (30) consecutive calendar days. This includes "Boarding or Rooming House" or "Bed and Breakfast" but excludes hotels, motels and accommodations where there is no exchange for remuneration.

"Boarding or Rooming House" or "Bed and Breakfast"
means a dwelling in which lodging with or without meals is supplied for gain, up to four bedrooms but does not mean or include a motel, hotel, hospital or similar commercial or institutional use, or apartment building. The Boarding or Rooming House or Bed and Breakfast shall be owned and operated by one or more persons residing on the premises during operation as a Boarding or Rooming House or Bed and Breakfast.

Proposed Short-Term Accommodation By-law



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Proposed Short-Term Accommodation By-law



Next Steps:

12 Should the Short-Term Accommodation By-law pass at a future Council meeting after listening to comments and weighing concerns, the next steps will include:

- Potential business licences for STAs for regulating upkeep of safety standards (which may involve the need for additional staff)
- Separating the definitions “Boarding or Rooming House” and “Bed and Breakfast”



Proposed Short-Term Accommodation By-law



Questions
and
Comments



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD025-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Owen Curnew
Development Planner

SUBJECT: 5204 10th Line – Proposed Zoning By-law Amendment (Z7-23)

RECOMMENDATION

That Staff Report PD025-23 be received; and

That Council approve an amendment to the Township’s Zoning By-law (2003-50), for lands municipally known as 5204 10th Line to be rezoned from the ‘Agricultural (A) Zone’ to the ‘Agricultural with Special Provisions (SP) Zone (A-1)’ on the retained lot following a recent Consent (severance).

BACKGROUND

The applicant submitted a Consent application in July of 2022, prior to the submission of a Zoning By-law Amendment, and was granted Provisional Consent on August 26th, 2022 (Attachment 1). A condition of the severance (Consent File No. B19/22) was to rezone the retained lot to prevent further residential development on the subject lands.

On behalf of Janet and Brian Ross, Greg Parker of Innovative Planning Solutions, has applied for a Zoning By-law Amendment on the subject property legally described as PT E 1/2 LT 2 CON 9, municipally known as 5204 10th Line (Attachment 2). The applicant proposes to change the zoning of the subject property from the ‘Agricultural (A) Zone’ to the ‘Agricultural with Special Provisions (SP) Zone (A-1)’ on the retained parcel.

COMMENTS AND CONSIDERATIONS

The applicant submitted the application for a Zoning By-law Amendment on April 4th, 2023. The application and submission materials were not deemed complete until May 2nd, 2023 as staff required the submission of a Planning Justification Report to support the rezoning. Subsequently, the application and submission materials were circulated to

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relevant departments and agencies. No comments were received. See Attachment 3 for the Draft Zoning By-law Text and Schedule.

On June 1st, 2023, comments made/received by Staff were compiled and submitted to the applicant. On June 15th, 2023, a Notice of Public Meeting was sent to the public and stakeholders.

On July 5th, 2023, a Public Meeting was held for Z7-23 where the public was given a chance to comment on the proposed rezoning. No comments were provided.

Thus, based on all comments and considerations from members of the public, Departments, Agencies and external stakeholders, Staff recommends approval of Z7-23, as it makes for good planning.

FINANCIAL IMPACT

Staff received payment for the Consent application on July 26th, 2022.

Staff also received payment for the Zoning By-law Amendment on April 5th, 2023. The applicant was charged the following fee(s) and deposit(s).

- Severance & Consent (1PSEV) = \$2,500
- Legal Engineering Deposit (1PSPAD) = \$2,000
- Zoning Amendment (1PZONM) = \$2,000

In total, staff received \$4,500 in fees and a \$2,000 deposit which will be returned to the applicant upon completion of the ZBA process).

Manager of Finance Approval

SUMMARY/OPTIONS

Council may:

1. Approve an amendment to the Township's Zoning By-law (2003-50), for lands municipally known as 5204 10th Line to be rezoned from the 'Agricultural (A) Zone' to the 'Agricultural with Special Provisions (SP) Zone (A-1)' on the retained lot following a recent Consent (Severance).
2. Direct Staff in another manner Council deems appropriate.
3. Deny an amendment with reasons to be provided to the applicant.

CONCLUSION

Option #1 is recommended as Staff believes through public consultation and circulation, as well as considering all relevant policies and procedures that the approval of Z7-23 makes for good planning, meeting all provisions of the Planning Act.

Prepared by:



Owen Curnew
Development Planner

Respectfully submitted by:



Samuel Haniff, MCIP, RPP
Manager of Planning

Reviewed by:



Colleen Healey-Dowdall, RPP
Chief Administrative Officer

ATTACHMENTS:

Attachment 1: Notice of Decision

Attachment 2: Context Map

Attachment 3: Draft Zoning By-law Amendment (Text and Schedule)

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Attachment 1: Notice of Decision – B19/22



THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF ADJUSTMENT
NOTICE OF DECISION

File No. B19 / 22 Roll No: 432101000500200
Owner: James Ross
Location: 5204 10th Line
Date of Decision: Friday August 26, 2022
Purpose: Consent to sever a dwelling excess to a farming operation.

Upon application for consent for the lands described in the above noted file, the decision of the Committee of Adjustment for the Township of Essa is that **PROVISIONAL CONSENT BE GRANTED** subject to the following *Conditions of Approval*: Note: Provisional Consent expires two (2) years from the date of the Decision of the Committee of Adjustment.

- That a reference plan of the severed parcel(s) be prepared by an Ontario Land Surveyor and copies provided to the Secretary-Treasurer. The plan should be approved by Township Staff prior to depositing in the Land Titles Office.
- That the applicant provide to the Secretary-Treasurer of the Committee of Adjustment copies of transfer documentation associated with the lands.
- That all municipal taxes be paid up-to-date.
- That Planning Act Sections 50(3) and (5) will continue to apply to the lot to be created (for both parcels).
- The property be rezoned to prevent further building on the retained lands.

For the following reasons:

- In keeping with the Official Plan and Provincial Policy Statement
- The Committee has considered all public comments received and believes their decision is based on the best evidence available.

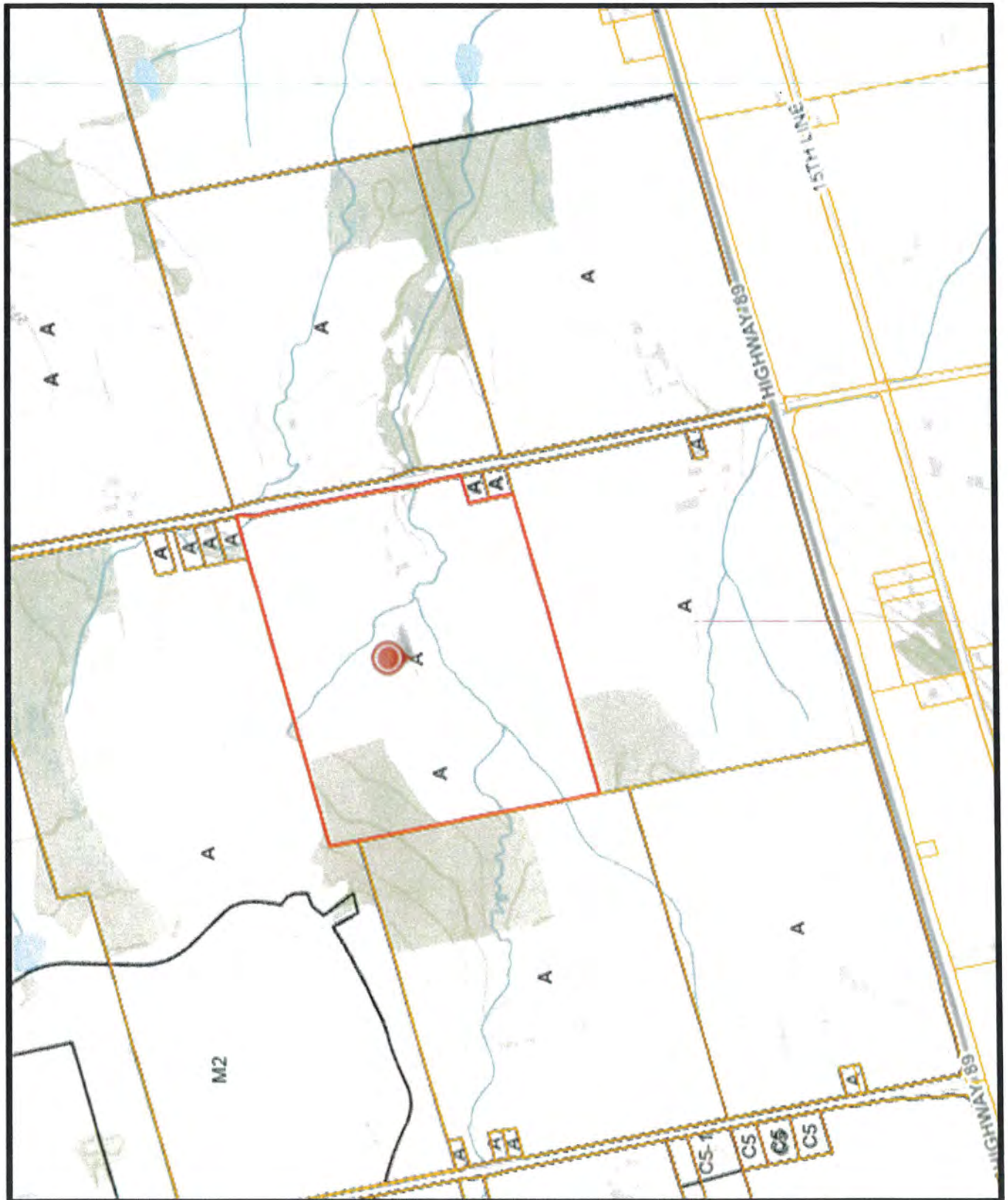
NOTICE OF DECISION

Pursuant to Subsection 41 of Section 53 of the Planning Act, (R.S.O. 1990, Chapter P.13, as amended), all conditions imposed must be fulfilled within two (2) years from the date of the sending of the Notice of Decision or the application is deemed refused.

It is a requirement that all conditions imposed be fulfilled prior to the granting of the consent and the giving by the Secretary-Treasurer of the certificate provided for in Subsection 42 of Section 53 of the Planning Act, (R.S.O. 1990, Chapter P.13, as amended).

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Attachment 2: Context Map – 5204 10th Line - ZBA



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Attachment 3: Draft Zoning By-law Amendment – 5204 10th Line – ZBA Text and Schedule

**THE TOWNSHIP OF ESSA ZONING
BY-LAW NUMBER _____ - 2003-50**

"A By-law of the Township of Essa to amend Zoning By-Law No. 2003-50 by rezoning lands described as Part of Lot 2, Concession 9, in the Township of Essa, Simcoe County, known municipally as 5204 10th Line, in the Township of Essa, from the Agricultural (A) Zone to the Agricultural with Special Provisions (A-1) Zone."

WHEREAS the Council of the Corporation of the Township of Essa may pass by-laws pursuant to Section 34 of the Planning Act, R.S.O 1990, as amended;

AND WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone a parcel of land known municipally as 5204 10th Line;

AND WHEREAS the Council of the Corporation of the Township of Essa deems the said application to be in conformity with the Official Plan of the Township of Essa, as amended, and deems it advisable to amend By-law 2003-50.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA HEREBY ENACTS AS FOLLOWS:

1. THAT the Zoning By-Law Map, is hereby further amended by rezoning those lands described as Part of Lot 2, Concession 9, in the Township of Essa, Simcoe County, known municipally as 5204 10th Line, from the Agricultural (A) zone to the Agricultural with Special Provisions (A-1) Zone, as shown in Schedule "A" attached hereto, and Schedule "A" attached hereto forms part of By-Law 2003-50 as amended;
2. THAT the Zoning By-Law, Section 6.4.1 is hereby further amended by including the subject lands to this Section as follows:
 - a. Concession 9, Part of Lot 2, 5204 10th Line
3. THAT this by-law shall take effect as of the date of passing, subject to the provisions of the Planning Act, R.S.O. 1990, Chap. P.13 as amended.

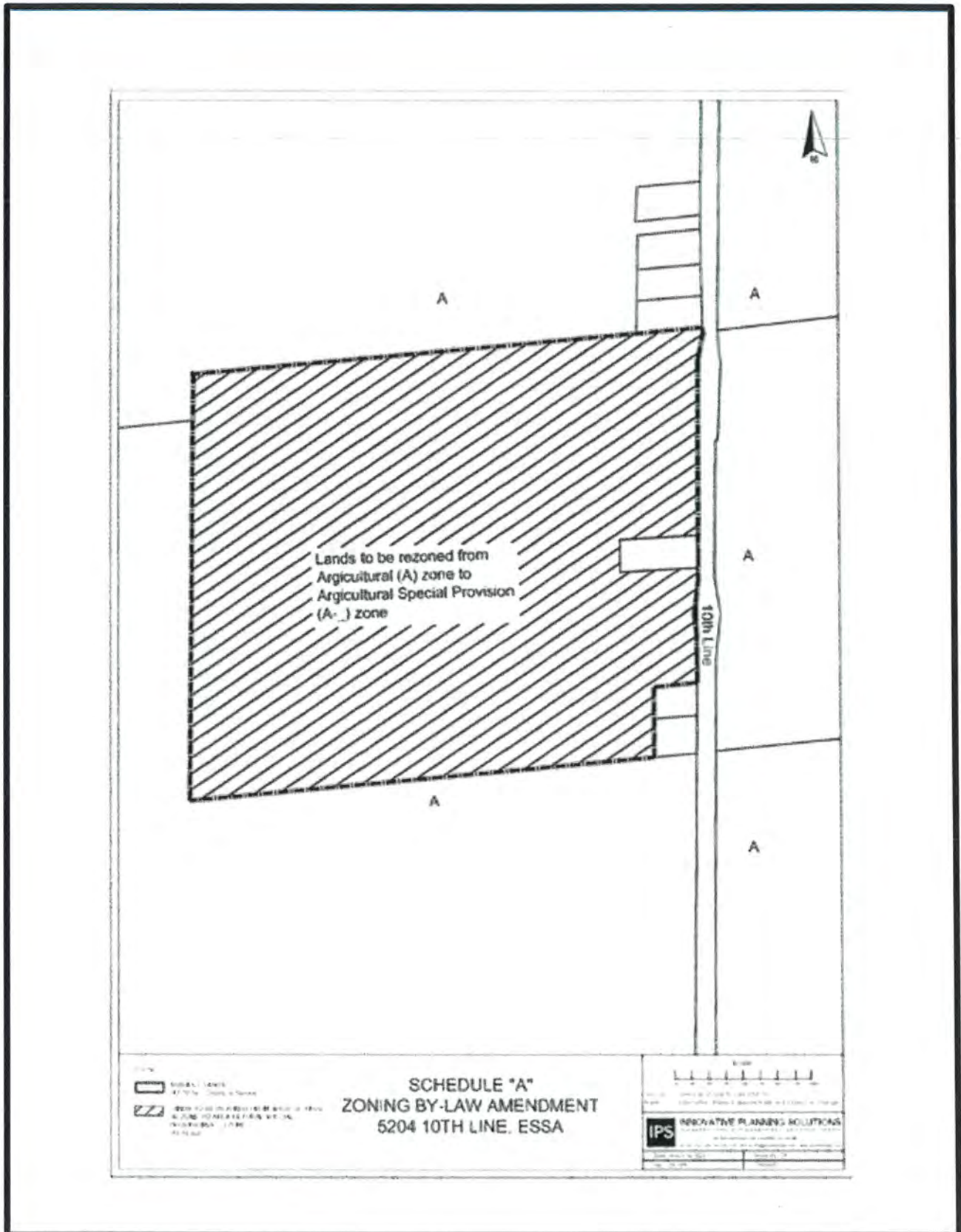
BY-LAW read a FIRST, SECOND, and THIRD time and finally PASSED this _____ day of _____ 2023.

THE CORPORATION OF THE TOWNSHIP OF ESS

Mayor

Clerk

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD026-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Owen Curnew
Development Planner

SUBJECT: 6404 11th Line – Proposed Zoning By-law Amendment (Z2-23)

RECOMMENDATION

That Staff Report PD026-23 be received; and

That Council approve an amendment to the Township's Zoning By-law (2003-50), for lands municipally known as 6404 11th Line to be rezoned from the 'Agricultural (A) Zone' to the 'Agricultural with Special Provisions (SP) Zone (A-1)' on the retained lot following a recent Consent (severance).

BACKGROUND

The applicant submitted two (2) Consent applications on July 15th, 2022, prior to the submission of a Zoning By-law Amendment, and was granted Provisional Consent for both on August 26th, 2022 (Attachment 1). A condition of one of the severances (Consent File No. B18/22) was to rezone the retained lot to prevent further residential development on the subject lands.

Wayland Farm Inc., has subsequently applied for a Zoning By-law Amendment on the subject property legally described as PT E 1/2 LT 11 CON 10 ESSA TWP; PT LT 13 CON 10 ESSA TWP AS IN RO320947; PT LT 12 CON 10 ESSA TWP AS IN RO320947 W OF THE RAILWAY; ESSA, municipally known as 6404 11th Line (Attachment 2). The applicant proposes to change the zoning of the subject property from the 'Agricultural (A) Zone' to the 'Agricultural with Special Provisions (SP) Zone (A-1)' on the retained parcel.

COMMENTS AND CONSIDERATIONS

The applicant submitted the application for a Zoning By-law Amendment on March 28th, 2023. The application and submission materials were deemed complete on April 6th, 2023. Subsequently, the application and submission materials were circulated to relevant

departments and agencies. No comments were received. See Attachment 3 for the Draft Zoning By-law Text and Schedule.

On May 8th, 2023, comments made/received by Staff were compiled and submitted to the applicant. On June 15th, 2023, a Notice of Public Meeting was sent to the public and stakeholders.

On July 5th, 2023, a Public Meeting was held for Z2-23 where the public was given a chance to comment on the proposed rezoning. No comments were provided.

Thus, based on all comments and considerations from the members of the public, Departments, Agencies and external stakeholders, Staff recommends approval of Z4-23, as it makes for good planning.

FINANCIAL IMPACT

Staff received payment for the Consent application on July 25th, 2022.

Staff also received payment for the Zoning By-law Amendment on March 28th, 2023. The applicant was charged the following fee(s) and deposit(s).

- Severance & Consent (1PSEV) = \$2,500
- Legal Engineering Deposit (1PSPAD) = \$2,000
- Zoning Amendment (1PZONM) = \$2,000

In total, staff received \$4,500 in fees and a \$2,000 deposit which will be returned to the applicant upon completion of the ZBA process.

Manager of Finance Approval

SUMMARY/OPTIONS

Council may:

1. Approve an amendment to the Township’s Zoning By-law (2003-50), for lands municipally known as 6404 11th Line to be rezoned from the ‘Agricultural (A) Zone’ to the ‘Agricultural with Special Provisions (SP) Zone (A-1)’ on the retained lot following a recent Consent (Severance).
2. Direct Staff in another manner Council deems appropriate.
3. Deny an amendment with reasons to be provided to the applicant.

CONCLUSION

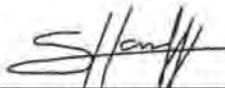
Option #1 is recommended as Staff believes through public consultation and circulation, as well as considering all relevant policies and procedures that the approval of Z2-23 makes for good planning, meeting all provisions of the Planning Act.

Prepared by:



Owen Curnew
Development Planner

Respectfully submitted by:



Samuel Haniff, MCIP, RPP
Manager of Planning

Reviewed by:



Colleen Healey-Dowdall, RPP
Chief Administrative Officer

ATTACHMENTS:

Attachment 1: Notice of Decision

Attachment 2: Context Map

Attachment 3: Draft Zoning By-law Amendment (Text and Schedule)

4c

Attachment 1: Notice of Decision – B18/22



THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF ADJUSTMENT
NOTICE OF DECISION

File No. B18 / 22 Roll No: 432101000601900
Owner: Wayland Farms
Location: 6404 11th Line
Date of Decision: Friday August 26, 2022
Purpose: Consent to sever a dwelling excess to a farming operation.

Upon application for consent for the lands described in the above noted file, the decision of the Committee of Adjustment for the Township of Essa is that PROVISIONAL CONSENT BE GRANTED subject to the following *Conditions of Approval*: Note: Provisional Consent expires two (2) years from the date of the Decision of the Committee of Adjustment.

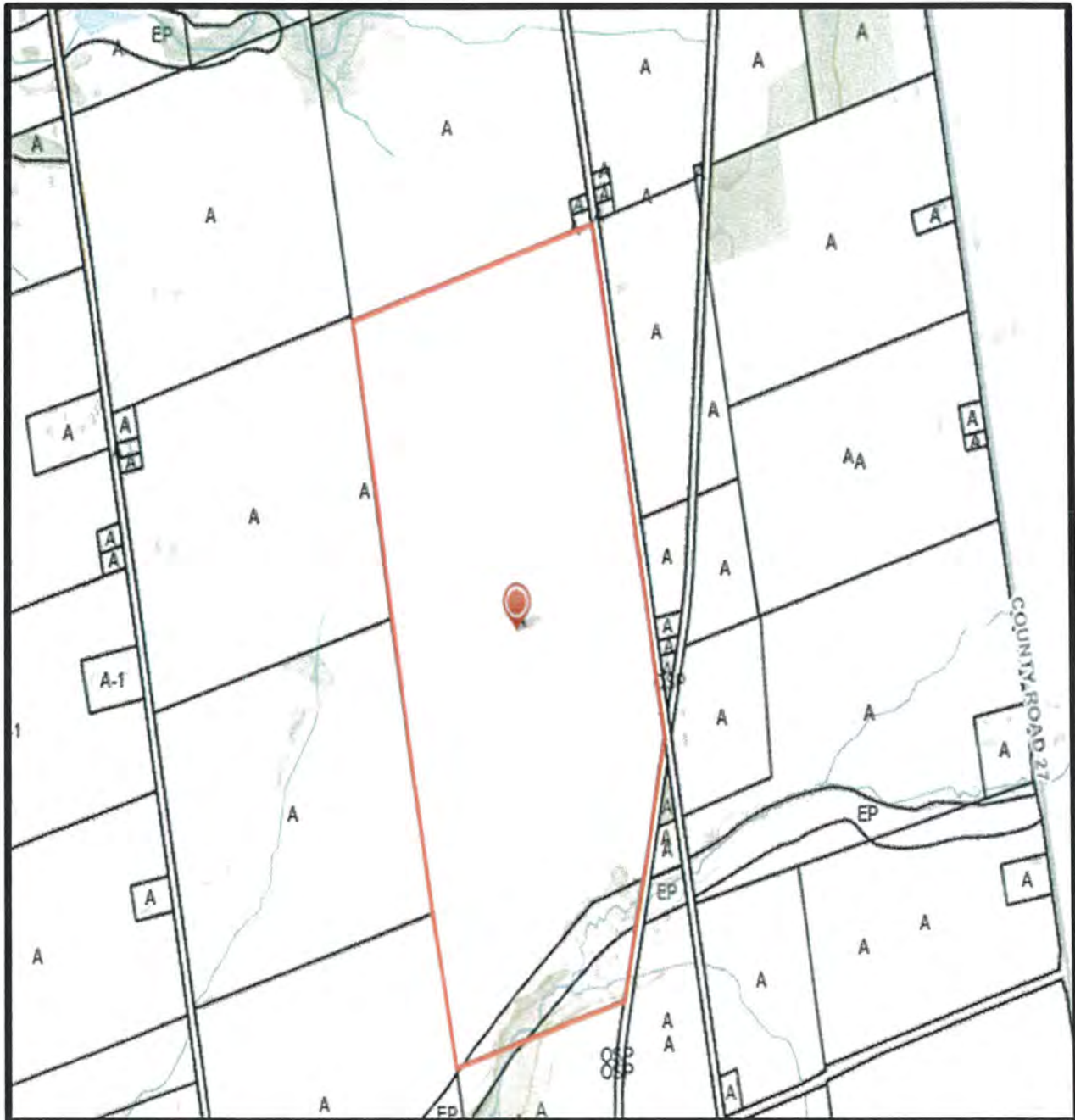
- That a reference plan of the severed parcel(s) be prepared by an Ontario Land Surveyor and copies provided to the Secretary-Treasurer. The plan should be approved by Township Staff prior to depositing in the Land Titles Office.
- That the applicant provide to the Secretary-Treasurer of the Committee of Adjustment copies of transfer documentation associated with the lands.
- The property be rezoned to prevent further building on the retained lands.
- That all municipal taxes be paid up-to-date.
- That Planning Act Sections 50(3) and (5) will continue to apply to the lot to be created (for both parcels).

NOTICE OF DECISION

Pursuant to Subsection 41 of Section 53 of the Planning Act, (R.S.O. 1990, Chapter P.13, as amended), all conditions imposed must be fulfilled within two (2) years from the date of the sending of the Notice of Decision or the application is deemed refused.

It is a requirement that all conditions imposed be fulfilled prior to the granting of the consent and the giving by the Secretary-Treasurer of the certificate provided for in Subsection 42 of Section 53 of the Planning Act, (R.S.O. 1990, Chapter P.13, as amended).

Attachment 2: Context Map - 6404 11th Line - ZBA



4c

Attachment 3: Draft Zoning By-law Amendment – 6404 11th Line – ZBA Text and Schedule

DRAFT ZONING BY-LAW and Schedule

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NUMBER _____ - 2023

Being a By-Law to Amend Bylaw No. 2003-50, as amended

Whereas an Official Plan has been approved for Corporation of The Township of ESSA.

AND WHEREAS the Council for the Corporation of the Township of Essa is in support of an application (22-23) to rezone the subject property, legally known as Part of East Half Lot 12, Concession 10, of the Township of Essa, and within County of Simcoe from Agricultural "A" Zone to Agricultural "A-1" Special Provisions Zone, as shown on Schedule "A" map attached hereto.

AND WHEREAS it is deemed appropriate and desirable to further amend Zoning By-law No 2003-50, as amended;

AND WHEREAS this amendment will conform to the Official Plan of the Township of Essa

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA ENACTS AS FOLLOWS:

1. THAT Schedule "A" _____ of By-law No. 2003-50, as amended, is hereby further amended by changing the zoning to the lands known as Part of East ½ Lot 12, Concession 10, Township of Essa, from Agricultural (A) zone to Agricultural (A-1) Special Provisions Zone, as shown on Schedule "A" attached hereto.
2. THAT Section 6.4 – Zone Exceptions for the Agricultural (A) Zone in By-law No. 2003-50, as amended, is hereby further amended by adding the following:

Section 6.4.1 Agricultural Zone Special Provisions

Schedule "A" Zoning By-Law No 2003 50 attached hereto as outlined, Part of East Half Lot 12 Concession 10, Township of Essa

Notwithstanding anything to the contrary found in this By-law, the zoning of the lands legally described as Part of East Half Lot 12 Concession 10, Township of Essa is hereby further amended to prohibited new residential dwelling on retained parcel of farmland, save and except Part 1 Registered Reference Plan 51843862, registered at Land Registry Office as part of Consent to Sever B18/22 dwelling excess to a farming operation.

THAT SCHEDULE "A" is attached to and forms part of this By-law.

THAT this By-law shall come into force on the date of passage and take effect the day after the last date for filing a notice of appeal, where no notice of appeal is received, or where a notice of appeal is received, upon the approval of the Ontario Land Tribunal, and in either case, in accordance with the provisions of the Planning Act, R.S.O. 1990, Ch. P. 13, as amended.

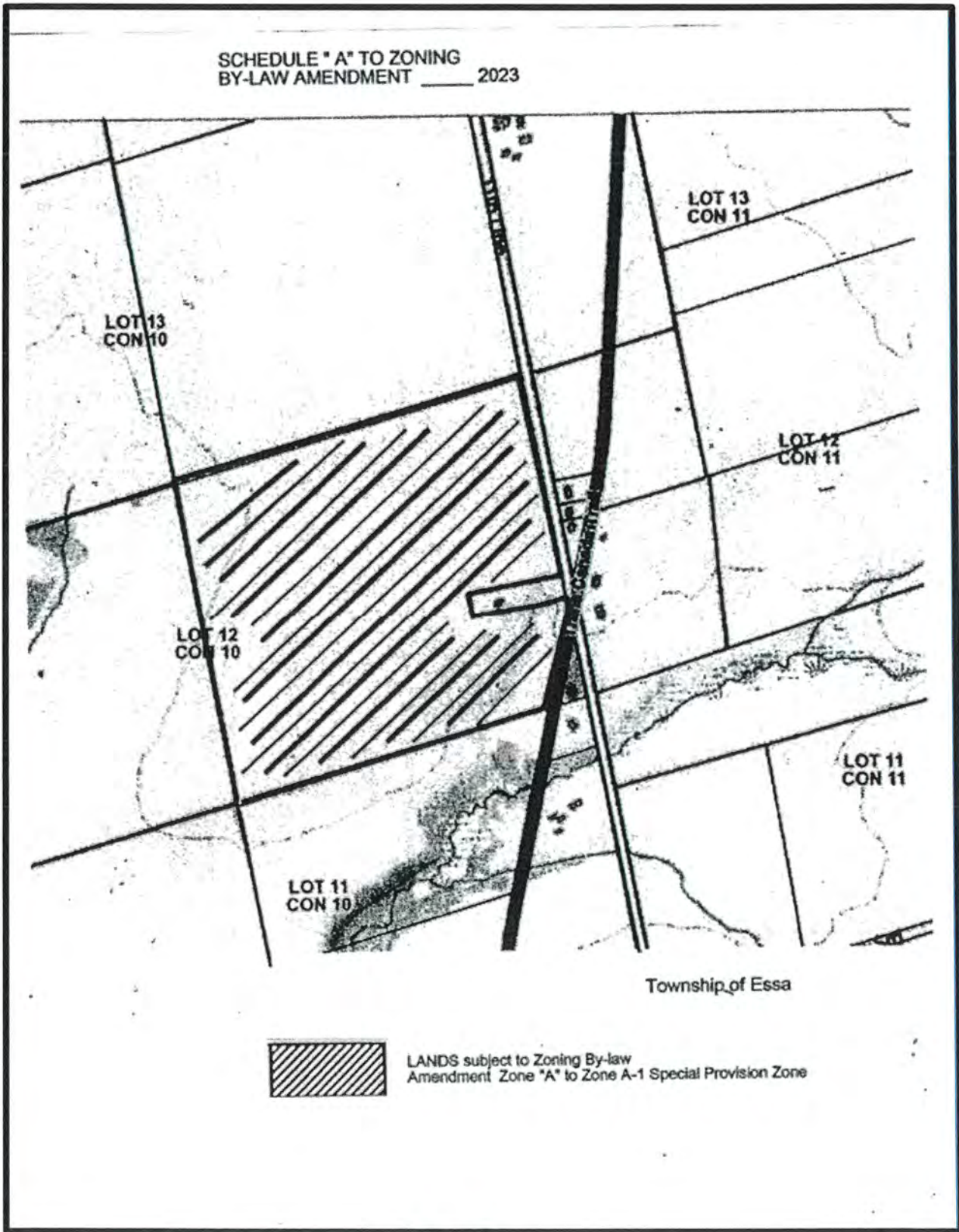
THAT notwithstanding anything contrary to the rules of procedure, this By law having been introduced and read a first and second time and be considered read a third time and FINALLY

PASSED THIS _____ day of _____ 2023

Sandle Macdonald - Mayor

Clark

26





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD027-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Owen Curnew
Development Planner

SUBJECT: 231 Barrie Street – Proposed Official Plan Amendment & Zoning By-law Amendment (Files# OPA46/Z4-23)

RECOMMENDATION

That Staff Report PD027-23 be received; and

That Council approve and/or adopt the following in relation to lands municipally known as 231 Barrie Street:

- a) Adopt a by-law to allow the Mayor and Clerk to execute an Amendment to the Official Plan, which would redesignate a portion of the property from 'Commercial' to 'Residential' to allow for residential uses on the severed parcel.
- b) Approve an amendment to the Township's Zoning By-law 2003-50 from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Detached (R1) Zone with Special Provisions (SP)' on the retained lot of a proposed severance and rezone the proposed severed lot from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Semi-Detached (R2) Zone with Special Provisions (SP)'.

BACKGROUND

On behalf of Sheri Norman, Innovative Planning Solutions (IPS) has applied for a Zoning By-law Amendment and Official Plan Amendment on the subject property legally described as LT 3 W/S BARRIE ST PL 119 ESSA TWP; LT 4 W/S BARRIE ST PL 119 ESSA TWP; PT LT 5 W/S BARRIE ST PL 119 ESSA TWP PTS 1, 2, 4 & 5, 51R3348 ; ESSA, municipally known as 231 Barrie Street (Attachment 1). The applicant has also applied to the Committee of Adjustment for a Consent to sever the subject site (1,516m²) to create a new lot (658.39m²) south of the proposed retained lot (858.29m²) where an existing dwelling is situated. The application went before the Committee of Adjustment on June 30, 2023 and was granted Provisional Consent (Attachment 2).

The applicant proposes to change the zoning of the subject property from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Detached (R1) Zone with Special Provisions (SP)' on the proposed retained lot, and change the zoning from the 'Community Commercial (C1) Zone' to 'Residential, Low Density, Semi-Detached (R2) Zone with Special Provisions (SP)' on the proposed severed parcel (Attachment 3).

The Zoning By-law Amendment application has been submitted concurrently with an Official Plan Amendment that proposes to redesignate both the proposed retained and severed lots from 'Commercial' to 'Residential'. A Draft Zoning By-law Amendment (Attachment 4) and Draft Official Plan Amendment (Attachment 5) were submitted by the applicant.

The applicant is attempting to rezone the severed parcel to allow for future residential development. No development is proposed at this time. The rezoning would also allow for the retained parcel to bring the existing legally non-conforming accessory buildings into conformity with the Zoning By-law (2003-50).

COMMENTS AND CONSIDERATIONS

The subject lands are in the 'Settlement Area' of Thornton in both the Township of Essa's and the County of Simcoe's Official Plans (OP). Land Use Schedule "C" in the Township of Essa's Official Plan designates the subject lands as 'Commercial'.

The proposed Official Plan Amendment (OPA) is to allow for the lands to be redesignated from 'Commercial' to 'Residential'. The land is currently used for residential purposes and there is no proposed development for the severed lands, the uses will continue to remain the same.

Schedule "C" of the Township of Essa's Zoning By-law, 2003-50, identifies the subject lands 'Community Commercial (C1)' The Applicant will have to satisfy all requirements of the required planning approvals.

The proposed Zoning By-law Amendment (ZBA) proposes to bring the existing legal non-complying building on the retained lot into compliance with Zoning By-law 2003-50. The proposal may require further site-specific provisions related to development standards (e.g., parking requirements), as well as, to allow for the severed lot to be used for residential purposes in the future (currently no development is proposed for the severed lot).

Staff requested that regardless of there being no proposed development, concerns regarding parking on the new lot would need to be addressed. The applicant submitted a revised site plan to indicate that at least four (4) external parking spaces could fit on the lot allowing for the development of at least a duplex-dwelling to be feasible (Attachment 6).

The applicant submitted a pre-consultation in October of 2022, which was deemed complete on October 27, 2023. The application and submission materials were circulated for comments from relevant departments and agencies who provided the following comments:

Public Works:

All Submissions shall be in compliance will all studies specified in the *Engineering Design Standards and Specifications Manual*.

Planning:

The applicant should ensure that septic, stormwater, and water capacity will need to be addressed before approval. Staff also requests the following required applications & studies be provided before approval:

- Official Plan Amendment application
- Zoning By-law Amendment application
- Consent (severance) application
- Formal Site Plan
- Landscape Plan
- Elevation Drawings
- Planning Justification Report (with specified chapters).

County of Simcoe:

The County of Simcoe stated that it has no objections to the Zoning By-law Amendment. However, the County is the approval authority for Official Plan Amendments within the County of Simcoe and has stated that all planning applications would need to be submitted for review and approval.

The following supporting documents and studies were received by the Township in March of 2023 in support of the Zoning By-law Amendment. The application deemed complete and circulated to staff and agencies through a formal first submission:

1. Cover Letter
2. Official Plan Amendment Application
3. Zoning By-law Amendment Application
4. Planning Justification Report
5. Conceptual Site Plan

On April 24th, 2023 all comments received by Township Departments and external stakeholders were compiled and submitted to the applicant. On May 31st, 2023, a Notice of Public Meeting was submitted to the public and stakeholders.

On June 21st, 2023, a Public Meeting was held for OPA46/Z4-23 where the public was given a chance to comment on the proposed redesignation and rezoning. No comments provided.

On June 30th, 2023, a Public Hearing was held for the Consent application (B5-23), where the Committee of Adjustment approved the Consent with conditions.

FINANCIAL IMPACT

The Township received payment for several applications on March 22nd, 2023. The applicant was charged the following fee(s) and deposit(s).

- Severance (1PSEV) = \$2,500
- Legal Engineering Deposit (1PSPAD) = \$2,000
- Zoning Amendment (1PZONA) = \$5,000
- Official Plan Amendment (1POPA) = \$5,000

In total, the Township received \$12,500 in fees and \$2,000 in deposits related to this application. Upon completion of the project, the Legal Engineering Deposit will be returned to the applicant if it has not been used for review services.

Manager of Finance

SUMMARY/OPTIONS

Council may:

1. Take no further action (deny the application with reason).
2. That Council approve and/or adopt the following in relation to lands municipally known as 231 Barrie Street:
 - a) adopt a by-law to allow the Mayor and Clerk to execute an Amendment to the Official Plan, which would redesignate a portion of the property from 'Commercial' to 'Residential'.
 - b) approve an amendment to the Township's Zoning By-law 2003-50 from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Detached (R1) Zone with Special Provisions (SP)' on the retained lot following a recent

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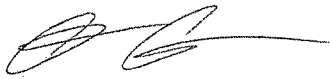
severance and rezone the proposed severed lot from the 'Community Commercial (C1) Zone' to the 'Residential, Low Density, Semi-Detached (R2) Zone with Special Provisions (SP)'.

3. Deny and amendment with reasons to be provided to the applicant.
4. Direct Staff in another manner Council deems appropriate, such as to approve the ZBA but with different Zoning provisions than suggested.

CONCLUSION

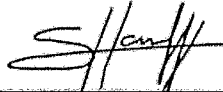
Option #2 is recommended since all requirements outlined by Staff have been met and all concerns raised throughout the public circulation of the application have been addressed. The Public has been consulted appropriately and after careful consideration, the application makes for good planning, meeting all provisions of the Planning Act.

Prepared by:



Owen Curnew
Development Planner

Respectfully submitted by:



Samuel Haniff, MCIP, RPP
Manager of Planning

Reviewed by:



Colleen Healey-Dowdall, RPP
Chief Administrative Officer

ATTACHMENTS

1. Context Map
2. Notice of Decision
3. Concept Layout
4. Draft Zoning By-law Amendment
5. Draft Official Plan Amendment
6. Conceptual Site Plan

4d

Attachment 1: Context Map – 231 Barrie Street – OPA & ZBA



4d

Attachment 2: Notice of Decision – 231 Barrie Street – B5/23



THE CORPORATION OF THE TOWNSHIP OF ESSA
 COMMITTEE OF ADJUSTMENT
NOTICE OF DECISION

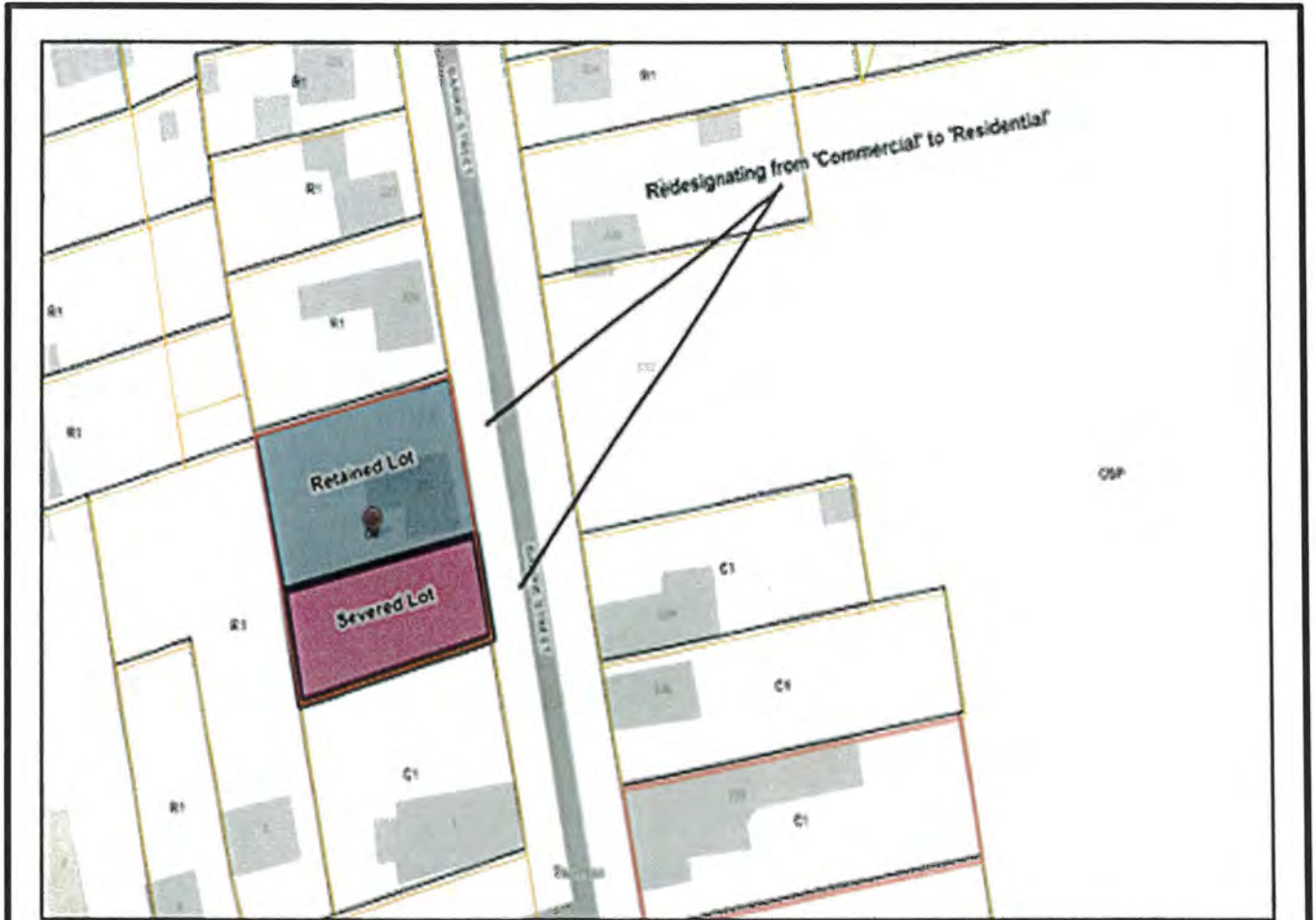
File No.: B5/23 Roll No: 010-011-02800
 Owner: Sheri Norman
 Location: 231 Barrie Street
 Date of Decision: June 30th, 2023
 Purpose: The applicant is proposing to sever a 658.39m² parcel of land of an existing 1,516.68m² parcel. The retained lot would be 858.29m², and the severed lot would be 658.39m².

Upon application for consent for the lands described in the above noted file, the decision of the Committee of Adjustment for the Township of Essa is that **PROVISIONAL CONSENT BE GRANTED** subject to the following *Conditions of Approval*:

- That a reference plan of the severed parcel(s) be prepared by an Ontario Land Surveyor and copies provided to the Secretary-Treasurer. The plan should be approved by Township Staff prior to depositing it in the Land Titles Office.
- That the applicant provide to the Secretary-Treasurer of the Committee of Adjustment copies of transfer documentation associated with the lands.
- That all municipal taxes be paid up to date.
- The applicant provides a lot grading and drainage plan (for the retained parcel) prepared by a professional engineer to be approved by the municipality at no cost to the municipality, to the satisfaction of the municipality.
- That the applicant obtain an entrance permit from the County of Simcoe, and pay all associated fees.
- The applicant rezones the lands to address the deficiencies created as a result of the severance.

For the following reasons:

- In keeping with the Official Plan and Provincial Policy Statement
- The Committee has considered all public comments received and believes their decision is based on the best evidence available.



Existing Designation		Proposed Designation	
Retained Lot	'Commercial'	Retained Lot	'Residential'
Severed Lot	'Commercial'	Severed Lot	'Residential'
Existing Zoning		Proposed Zoning	
Retained Lot	'Community Commercial (C1)'	Retained Lot	'Residential, Low Density, Detached (R1)' with Special Provisions (SP-XX)
Severed Lot	'Community Commercial (C1)'	Severed Lot	'Residential, Low Density, Semi-Detached (R2)' with Special Provisions (SP-XX)

Attachment 4: Draft Zoning By-law Amendment – 231 Barrie Street - OPA & ZBA

THE TOWNSHIP OF ESSA ZONING BY-LAW NUMBER 2003-50

"A By-law of the Township of Essa to amend Zoning By-Law No. 2003-50 by rezoning lands described as LT 3 W/S BARRIE ST PL 119 ESSA TWP; LT 4 W/S BARRIE ST PL 119 ESSA TWP; PT LT 5 W/S BARRIE ST PL 119 ESSA TWP PTS 1, 2, 4 & 5, 51R3348 ; ESSA, in the Township of Essa, Simcoe County, known municipally as 231 Barrie Street, in the Township of Essa, from the Residential Low Density, Detached (R1) and Community Commercial (C1) Zones to the Residential Low Density, Detached with Special Provisions (R1-SP__) Zone, and Residential Low Density, Semi-Detached with Special Provisions (R2-SP__) Zone."

WHEREAS the Council of the Corporation of the Township of Essa may pass by-laws pursuant to Section 34 of the Planning Act, R.S.O 1990, as amended;

AND WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone a parcel of land known municipally as 231 Barrie Street;

AND WHEREAS the Council of the Corporation of the Township of Essa deems the said application to be in conformity with the Official Plan of the Township of Essa, as amended, and deems it advisable to amend By-law 2003-50.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Zoning By-Law Map, is hereby further amended by rezoning those lands described LT 3 W/S BARRIE ST PL 119 ESSA TWP; LT 4 W/S BARRIE ST PL 119 ESSA TWP; PT LT 5 W/S BARRIE ST PL 119 ESSA TWP PTS 1, 2, 4 & 5, 51R3348 ; ESSA, in the Township of Essa, Simcoe County, known municipally as 231 Barrie Street, from the Residential Low Density, Detached (R1) Zone and Community Commercial (C1) Zone, to the Residential Low Density, Detached with Special Provisions (R1-SP__) Zone, and Residential Low Density, Semi-Detached with Special Provisions (R2-SP__) Zone, as shown in Schedule "A" attached hereto, and Schedule "A" attached hereto forms part of By-Law 2003-50 as amended;
2. **THAT**, notwithstanding Section 17 of the Zoning By-law, the following exceptions apply to those lands zoned as Residential Low Density, Detached with Special Provisions (R1-SP__):
 - a. A minimum lot area of 850.0 square metres shall be permitted,
 - b. A minimum front yard setback to dwelling of 0.0 metres shall be permitted,

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and

c. A minimum rear yard setback to detached accessory structure of 0.0 metres shall be permitted.

3. **THAT**, notwithstanding Section 17 of the Zoning By-law, the following exceptions apply to those lands zoned as Residential Low Density, Semi-Detached with Special Provisions (R2 SP-__):

- a. A minimum lot area of 650 square metres shall be permitted,
- b. A minimum lot frontage of 18.0 metres shall be permitted,
- c. A minimum interior side yard setback to detached accessory structure of 1.4 metres shall be permitted, and
- d. A minimum rear yard setback to detached accessory structure of 0.0 metres shall be permitted.

4. **THAT** this by-law shall take effect as of the date of passing, subject to the provisions of the Planning Act, R.S.O. 1990, Chap. P.13 as amended.

BY-LAW read a **FIRST, SECOND, and THIRD** time and finally **PASSED** this ____ day of _____ 2022.

THE CORPORATION OF THE TOWNSHIP OF ESSA

Mayor

Clerk

38

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Attachment 5: Draft Official Plan Amendment – 231 Barrie Street - OPA & ZBA

AMENDMENT No. _____ TO THE

OFFICIAL PLAN FOR THE

TOWNSHIP OF ESSA

The attached explanatory text and Schedule "A" constituting Amendment No. ___ to the Official Plan for the Township of Essa, was prepared and adopted by the Council of the Corporation of the Township of Essa by By-law No. 2019-___ in accordance with the provisions of Section 17 and 22 of the Planning Act, R.S.O. 1990 c.P. 13 as amended.

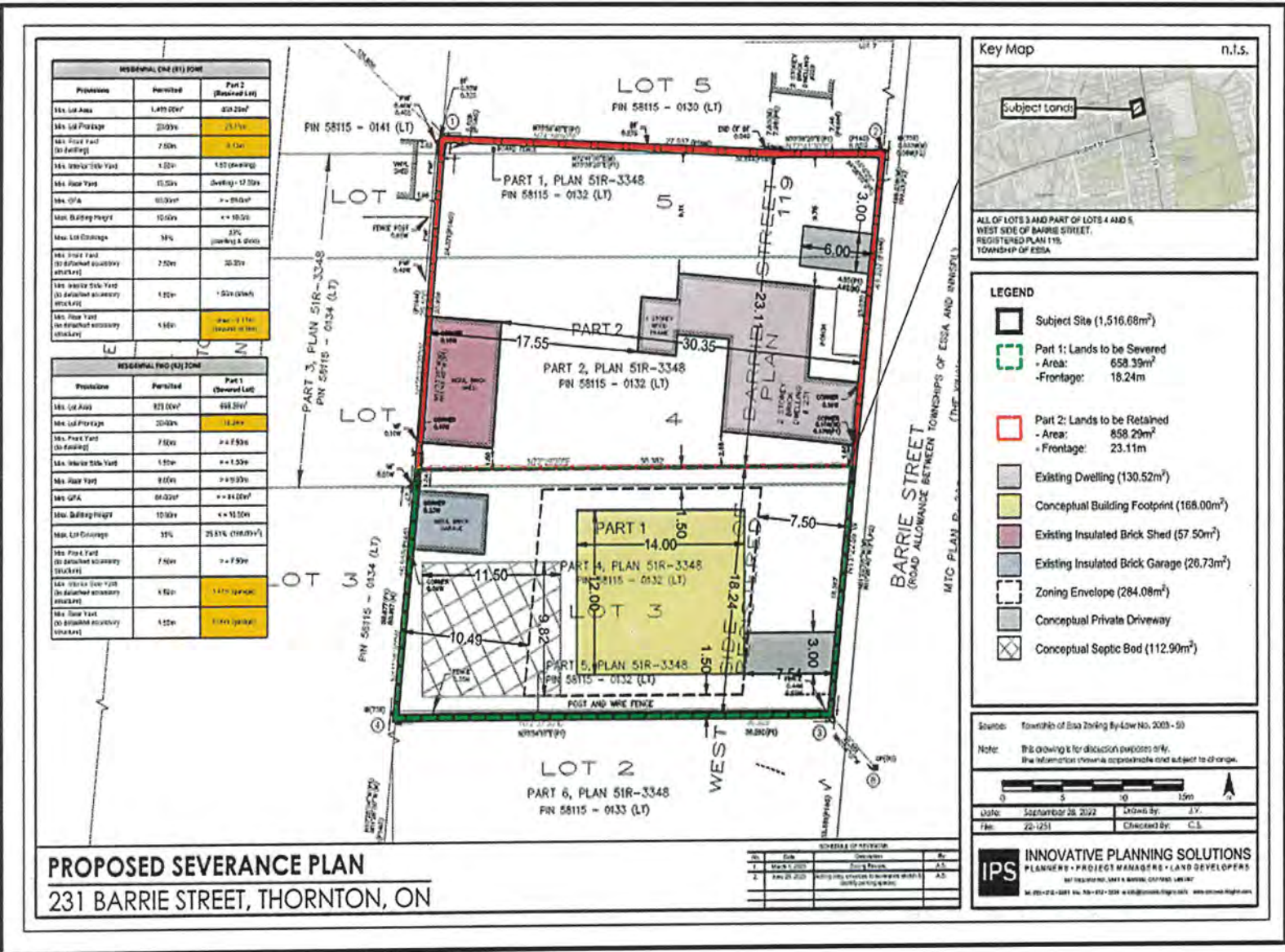
MAYOR

CORPORATE SEAL OF
TOWNSHIP

CLERK

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Attachment 6: Conceptual Site Plan – 231 Barrie Street – OPA & ZBA



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411



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD028-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff, Manger of Planning

RELATED APPLICATION: PD021-23

SUBJECT: 34 Mill Street – Draft Plan Conditions

RECOMMENDATION

That Staff Report PD028-23 be received; and

That Council approve Draft Plan Conditions for the subject lands municipally known as 34 Mill Street towards the development of a 148-unit townhome residential Plan of Subdivision.

BACKGROUND

In March 2022, the Township of Essa received a Zoning By-law Amendment application (Z1-22), and Official Plan Amendment application (OPA42). The ZBA/OPA application was deemed complete on March 14th, 2022, and circulated to Township Departments and Agencies for comment. After submitting comments to the applicant, a Public Meeting for the application was held at the Township on September 21st, 2022. Subsequently, the applications and submission materials went through a second round of circulation with changes to accommodate comments received.

After considering comments/feedback from the public, departments, and other agencies, the final proposal is for the development of a 148-unit townhome subdivision (Attachment 2 and 3). The units will be serviced on a private roadway with common elements, and 223 parking spaces have been provided (200 spaces are required for 148 units in an R5 Zone). Water/sewer capacity is still to be confirmed by the Township and a provision has been included in the Draft Plan Conditions stating this (Condition #11).

On July 5, 2023 Staff Report PD021-23 was submitted to Council requesting approval and/or adoption of:

1. A Zoning By-law Amendment from the 'Residential, Low Density, Detached (R1) Zone' to the 'Residential, High Density, Apartments (R5) Zone' with Special Provisions;

2. A Township By-law to allow the Mayor and Clerk to execute an Amendment to the Official Plan, which would redesignate the subject lands from 'Residential' to 'Residential-Multiple'; and
3. Draft Plan Conditions for the subject lands towards the development of a 148 townhome residential Plan of Subdivision.

Several concerns were highlighted by Council when Report PD021-23 was discussed as part of the Committee of the Whole agenda. The concerns can be summarized as follows:

1. The number of parking spaces seem too few for a development this large, despite meeting Township zoning standards.
2. Additional Residential Units (ARUs) shouldn't be allowed at 34 Mill Street, as this would add to potential parking and traffic congestion.
3. The intersection of Mill Street and County Road 10 could be very busy due to traffic, which is a concern.
4. Subsequent owners (after the first purchaser) should be made aware that they've bought into a private condominium and that the Township will not be responsible for snow clearing and other typical maintenance.
5. When a condominium board is set up, the MOE will reach out to residents to test the water. Should there be a provision that the MOE request for water testing goes to the board itself and not individuals?

Staff were able to address the first three issues as follows:

1. The applicant meets and exceeds the required number of parking spaces under the R5 Zone in the Township Zoning By-law (2003-50). The Municipality cannot require the applicant to apply more than what is required by the Zoning By-law.
2. According to Section 4.38.1c) of Zoning By-law 2003-50, "An Additional Residential Unit shall not be permitted on properties that are accessed from a private street." As such, no ARUs would be permitted at any of the units in the proposed development which will contain private streets.
3. The applicant addressed traffic concerns through the preparation of a Traffic Impact Study, inclusive of traffic counts. The Study meets the requirements of the Province and the Transportation Association of Canada (TAC). Additionally, the County raised no concerns/objections to the proposed development in terms of traffic along County Road 10. The Municipality cannot require the applicant to apply more than what is required under Provincial and TAC regulations/guidelines.

As these three (3) issues were only related to zoning and designation, the Zoning By-law Amendment and Official Plan Amendment were passed by Council.

The other two (2) concerns were directly related to the Draft Plan Conditions. As such, Staff was directed by Council to review the Draft Plan Conditions and address the outstanding concerns by updating conditions to development.

COMMENTS AND CONSIDERATIONS

To address the outstanding concerns raised by Council relating to road maintenance and water testing, the following conditions (#26, #30, #34 and #35) were amended/added to the Draft Plan Conditions. It should be noted that these conditions have been utilized by other municipalities and are not unique to the Township.

26. That the owner shall agree to the following clauses in the Condominium Agreement and to include such in all Offers of Purchase and Sale to the satisfaction of the Municipality:

i. Purchasers/tenants are advised that the Township of Essa will not be providing maintenance services for the common elements blocks including but not limited to open space and stormwater management ponds.

30. That the owner agrees to notify future residents of limited parking within the subdivision limits, identifiable on title, such that each residential unit is positioned for 1-1.3 parking spaces.

34. That the owner shall enter into a Condominium Development/Site Plan Agreement as prepared and/or approved by the municipal solicitor at no cost to the municipality and to the satisfaction of the municipality – to be registered on title at the Owner's sole expense.

35. That the owner shall enter into a servicing agreement as provided by the municipal solicitor at no cost to the municipality and to the satisfaction of the municipality so that future homeowners are aware that they are purchasing within a development that is distributing water and collecting stormwater privately based on the following understanding:

a) Acknowledge that the Owner system will be connected to the Township System and that the owner system will receive its water from the Township system and dispose sanitary in the Township system at the Owner's cost and with respect to Section 34 of this document.

b) The Owner to be responsible for all maintenance, repairs, or replacement to the owner system and in accordance with the Township and Provincial requirement and policies.

c) Adhere to and fulfill all responsibilities as set out by the Township and all Federal and Provincial legislation applicable to the Owner system.

d) Throughout the term of the proposed agreement, the Township will complete all testing, monitoring, flashing, swapping and sampling to the owner system as part of the Township's distribution system in accordance with Municipal and Provincial regulations at the owner's/condominium's cost.

e) A security to guarantee the due performance by the Owner of its obligations pursuant to the terms of the proposed agreement will be required. The amount and conditions of this security to be determined during the preparation of the agreement.

f) Policy of Insurance – The Owner shall lodge with the Township, on or prior to the execution of the proposed agreement and annually thereafter on the anniversary date of the execution of the agreement by the Township, an insurance certification to the satisfaction of the Township.

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FINANCIAL IMPACT

The Township is in receipt of the following fees:

- Subdivision Application Fee (1PSUBF) = \$7,000
- Legal Engineering Deposit (1PSPAD) = \$10,000
- Zoning Amendment (1PZONA) = \$5,000
- Zoning Amendment – Legal Engineering Deposit (1PZONA) = \$2,000
- Official Plan Amendment (1POPA) = \$5,000
- Total = \$29,000

All accounts are in good standing for 34 Mill Street.

Manager of Finance

SUMMARY/OPTIONS

Council may:

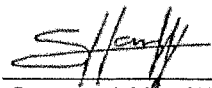
1. Take no further action (deny the Draft Plan Conditions with reason(s)).
2. That Council approve Draft Plan Conditions for the subject lands towards the development of a 148-unit townhome residential Plan of Subdivision. _
3. Direct Staff in another manner Council deems appropriate, such as to amend the Draft Plan Conditions further.

CONCLUSION

Option #2 is recommended since all concerns raised by Council have been addressed. The Public has been consulted appropriately and after careful consideration, the application makes for good planning, meeting all provisions of the Planning Act.

Respectfully submitted by:

Reviewed by:



Samuel Haniff, BURPI, MCIP, RPP
Manager of Planning



Colleen Healey-Dowdall, RPP
CAO

Attachments:

1. Updated Draft Plan Conditions – 34 Mill Street

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The Township of Essa's conditions to Final Plan Approval for Registration of this Plan of Subdivision are as follows:

No. Conditions

1. That this approval applies to the draft plan of subdivision located at Part Lot 29, Concession 3, prepared by Innovative Planning Solutions, dated February 14, 2022, revised April 27, 2023, with a total of 148 residential units, consisting of 82 back to back townhouses (Blocks 10-13), 66 townhouse units (Blocks 1 - 9), a stormwater management block (Block 14), and a common element block (Block 15) including private roads, private park, landscape, snow storage and parking spaces.
2. That the owner agrees that per the subdivision agreement, the road allowance shall be designed and constructed in accordance with the Township of Essa's current Engineering Design Standards for private roads and possess a minimum 7.5 metres of asphalt width, with Mountable Curb (OPSD 600.100) on both sides of road, with a 1.2m wide concrete sidewalk behind the curb on the south and east side of roads. The owner agrees that all winter maintenance shall at least meet the Municipal Minimum Standards.
3. The owner agrees that per the subdivision agreement, all Road Widening, 0.3 metre reserves and daylighting triangles included within this draft plan shall be conveyed to the Township and/or the County without monetary consideration and free of all encumbrances, to the satisfaction of the Manager of Public Works and/or County.
4. That the owner agrees that per the subdivision agreement, such easements, restrictive covenants, or land dedications as may be required for utility or drainage purposes shall be granted to the appropriate authority without monetary consideration and free of all encumbrances, to the satisfaction of the Manager of Public Works.
5. That the owner shall agree to construct a 1.8m wide external sidewalk from Street 'A' along Mill Street to the Mill Street/County Road 10 IPS intersection to the satisfaction of the Manager of Public Works.
6. That the owner shall agree to design and construct an Intersection Pedestrian Signal (IPS) over County Road 10 at the intersection of Mill Street/County Road 10 to ensure safe pedestrian movement to the satisfaction of the Manager of Public Works and the County of Simcoe. This IPS must be designed by a qualified Transportation Engineer.
7. That the owner shall agree to construct a 1.8m wide external sidewalk along County Road 10 across their entire frontage and extend to the Mill Street/County Road 10 IPS intersection to the satisfaction of the Manager of Public Works and the County of Simcoe.
8. That prior to the commencement of any cut and/or fill operations, a sketch or survey prepared by an OLS, must be submitted showing all areas of existing standing water, with this information to be shown on the overall lot grading plan, in order that the Township can

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ensure that all areas will be filled to provide for safe building envelopes and developed in a safe fashion. This must be completed prior to preservicing.

9. That prior to final approval, the owner agrees to make satisfactory arrangements with all of the separate utility providers (Hydro One, Enbridge Gas, Bell, Rogers, and others), financial and otherwise, for servicing the proposed plan of subdivision and to provide written confirmation to the Township from those utilities that satisfactory arrangements have been made with them for servicing the proposed subdivision.
10. That prior to final approval, the Township shall confirm that the appropriate zoning is in effect for the final plan of subdivision.
11. That prior to final approval, the Township shall confirm the availability of water and wastewater capacity for servicing the proposed subdivision or the amount of availability by phase and if any addition financial contribution to the Township is required for servicing allocations. The Township maintains a "SewerGEMS" model of the Township's sanitary sewer systems. The owner shall agree to pay the costs of updating the Angus "SewerGEMS" model for the inclusion of the sanitary sewers for this development. In addition, the Township maintains a "WaterGEMS" model of the Township's water supply and distribution systems. The owner shall agree to pay the costs of updating the Angus "WaterGEMS" model for the inclusion of the watermain distribution system for this development.
12. That the owner shall agree in the Subdivision Agreement that the water distribution system for this Plan shall be looped within this draft plan and with the existing watermain system on the periphery of this draft plan.
13. That prior to final approval, a general overall lot grading plan shall be prepared to the satisfaction of the Township Engineer. The grading design shall incorporate a "third pipe system" to allow for appropriate drainage to the storm sewers, to the satisfaction of the Township.
14. That the owner shall enter into a subdivision agreement with the Township, agreeing to satisfy all conditions, financial and otherwise, with regard to the provisions of engineering studies, road and municipal services, grading, water, landscaping, snowplowing, fencing and payment of development charges. The subdivision agreement must be registered on title at the owner's expense and shall not be removed from title or otherwise released without the consent of the Township.
15. That the owner shall agree in the subdivision agreement to prepare and to implement a Tree Preservation Plan and a Landscape Design to include all fencing, to the satisfaction of the Township, using a qualified Arborist. This must be completed prior to preservicing.
16. That the owner shall prepare and implement an Accessibility Plan to the satisfaction of the Township of Essa and its Accessibility Committee. This Plan shall consist of a listing of

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building measures and features which may be installed to ensure accessibility within homes and within the development park.

17. That the owner shall agree in the subdivision agreement that all portions of public lands or highways which are not paved, and all drainage swales on public or private property, shall be graded and sodded/seeded in accordance with the standards of the Township.
18. That the owner shall agree in the subdivision agreement to provide to the Township, engineered drawings, and to construct, to the satisfaction of the Township, stormwater management works, roads, sidewalks, park, lighting, which are required to service this plan. The owner shall also agree per the subdivision agreement that the services installed by the owner shall be in accordance with the standards and specifications of the Township, and shall include stormwater management works, adequate pavement widths for roadways, sidewalks on one side of streets, labelled Visitor Parking areas, fencing, LED streetlighting, regulatory signs, street name signs, water hydrants, and any other services or facilities as required to meet the Township's current Engineering Standards. Furthermore, the Subdivision Agreement will stipulate that hydrant markers be placed to the satisfaction of the Township.
19. That prior to final approval, the owner shall agree in the Subdivision Agreement that the streets and the Amenity area shall be named, and a municipal address numbering system be assigned for all Building Units and the Amenity area to the satisfaction of the Township.
20. That the owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the Township of Essa is satisfied that adequate road access, storm drainage facilities and servicing capacities are available to service the proposed development.
21. That the owner shall agree in the subdivision agreement that under Lot Grading Requirements that the individual Lot Grading Plans are to be submitted with Building Permit applications to show the easements on the lot or block(s).
22. That the owner shall agree in the Subdivision Agreement that Occupancy Permits for dwellings will not be issued until the Township is satisfied that adequate road access and servicing facilities are available to service the proposed development. In addition, prior to occupancy, each dwelling must portray in a clearly visible location, the assigned municipal address for purposes of emergency response.
23. That the owner shall agree in the Subdivision Agreement to install, to the satisfaction of the Township, fencing in accordance with the standards of the Township. This shall involve, but not limited to: 1.8m high wood privacy fencing along the north, east and south sides of #36 Mill Street, the south and east side of #40 Mill Street (Bell Canada) and the rear of #42 Mill Street abutting BLOCK 10; 1.8m high chain link fencing c/w gate access on the perimeter of the SWM Pond Block 14; and 1.5m high chain link fencing along the entire south limit of the Subdivision from Mill Street to County Road 10.

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24. That the amenity area is designed to the satisfaction of the Township and that access to the amenity area is barrier free.
25. That prior to final approval, the Ministry of the Environment and Climate Change (MOECC) must issue an Environmental Compliance Approval (ECA) for the stormwater system, the water system and the sanitary sewer system.
26. That the owner shall agree to the following clauses in the Condominium Agreement and to include such in all Offers of Purchase and Sale to the satisfaction of the Municipality:
 - i. Purchasers/tenants are advised that the Township of Essa will not be providing maintenance services for the common elements blocks including but not limited to open space and stormwater management ponds.
27. That the owner shall agree in the subdivision agreement to the following:
 - (a) The owner is to co-ordinate the preparation of an Overall Utility Distribution Plan to the satisfaction of all affected authorities, and
 - (b) The owner shall grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution Inc.
28. That the owner agrees to carry out a Swept Path Analysis for the fire access routes within the streets in the site utilizing a 12.8m long Aerial Fire Emergency vehicle, to the approval of the Township. The analysis must demonstrate that this emergency vehicle can safely maneuver through the streets in this site without having to utilize 3-point turns.
29. That the owner agrees to carry out a Swept Path Analysis for the accessing and exiting of the Parking Structures at BLOCKS 10, 11, 12 & 13 utilizing a passenger vehicle, to the approval of the Township. The analysis must demonstrate that a pedestrian vehicle can safely maneuver into and out of the parking structures without having to utilize 3-point turns.
30. That the owner agrees to notify future residents of limited parking within the subdivision limits, identifiable on title, such that each residential unit is positioned for 1-1.3 parking spaces.
31. That the owner shall agree in the Subdivision Agreement that the road system including the sidewalks, all storm drainage works and its appurtenances, the sanitary sewage system and its appurtenances, and watermain distribution system and its appurtenances (the "Services") located within the development lands will be Privately Owned. The owner and any of their successors will be responsible for the construction of the works, operations of the Services, repairs, monitoring, regular maintenance, and/or replacement of the Services at the owner's expense in perpetuity. The owner will grant a registered easement to the Township over the

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internal road system, SWM Pond Block 14, and the Amenity area to conduct any work for emergency situations and urgent repairs with the owner paying the costs for this work.

32. The owner shall agree in the Subdivision Agreement to design and construct Bulk Water Meter and Backflow Preventer Assembly in an Aboveground Water Enclosure within the municipal road allowance at both municipal watermain connections off Mill Street, to the satisfaction of the Township.

33. That the Owner/Developer shall agree in the Subdivision Agreement to include the following warning clause in all Agreements of Purchase of Sale and/or all future Site Plan or Condominium Agreements:

That the Township of Essa is not obligated to provide snow removal to residential dwelling units accessed by private condominium roads. It will be the responsibility of the property owner or Common Elements Condominium Corporation to arrange for snow removal for these residential dwelling units, to be paid for by the property owner or Common Elements Condominium Corporation.

34. That the owner shall enter into a Condominium Development/Site Plan Agreement as prepared and/or approved by the municipal solicitor at no cost to the municipality and to the satisfaction of the municipality – to be registered on title at the Owner's sole expense.

35. That the owner shall enter into a servicing agreement as provided by the municipal solicitor at no cost to the municipality and to the satisfaction of the municipality so that future homeowners are aware that they are purchasing within a development that is distributing water and collecting stormwater privately based on the following understanding:

- a) Acknowledge that the Owner system will be connected to the Township System and that the owner system will receive its water from the Township system and dispose sanitary in the Township system at the Owners cost and with respect to section 34 of this document.
- b) The Owner to be responsible for all maintenance, repairs, or replacement to the owner system and in accordance with the Township and provisional requirement and policies.
- c) Adhere to and fulfill all responsibilities as set out by the Township and all Federal and Provincial legislation applicable to the Owner system.
- d) Throughout the term of the proposed agreement the township will complete all testing, monitoring, flashing, swapping, and sampling to the owner system as a part of the Township's distribution system in accordance with municipal, provisional regulations at the owner's/condominium's cost .
- e) A security to guarantee the due performance by the Owner of its obligations pursuant to the terms of the proposed agreement will be required. The amount and conditions of this security to be determined during the preparation of the agreement.
- f) Policy of Insurance – The Owner shall lodge with the Township, on or prior to the execution of the proposed agreement and annually thereafter on the anniversary date of the execution of the agreement by the Township, an insurance certification to the satisfaction of the Township.

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County of Simcoe

1. That the Owner/Developer shall agree in the Subdivision Agreement to include the following warning clause in all Agreements of Purchase of Sale and/or all future Site Plan or Condominium Agreements:

That the County of Simcoe is not obligated to provide curbside waste collection services to residential dwelling units accessed by private condominium roads. This residential condominium development has not been designed to meet the requirements of the County of Simcoe's Waste Collection Design Standards. It will be the responsibility of the property owner or Common Elements Condominium Corporation to arrange for waste collection services for these residential dwelling units through a private contractor, to be paid for by the property owner or Common Elements Condominium Corporation. The owner agrees that all waste collection shall at least meet the Municipal Minimum Standards.

2. That the Applicant shall transfer to the Corporation of the County of Simcoe ("County"), at no cost, a fee simple, unencumbered interest in the following:
 - A road allowance widening across the entire frontage of the subject property adjacent to County Road 10 to provide a 20.0 metre right-of-way from the centreline of County Road 10.
 - A 0.3 metre reserve across the entire frontage of the property adjacent to County Road 10, adjacent to the road allowance widening.
 - The Applicant shall submit to the satisfaction of the County's Transportation and Engineering Department a preliminary reference plan (1 copy and 1 electronic copy) which sets out the road widening and 0.3 metre reserve to be transferred to the County. Upon approval, the County will instruct the surveyor to deposit the reference plan in the Land Registry Office for Simcoe County and request the surveyor provide the County with 1 copy and 1 electronic copy of the deposited reference plan.
 - All costs associated with the land transfer, including costs relating to surveying, legal fees, and disbursements, agreements, HST, etc., shall be fully borne by the Applicant. All legal documentation is to be negotiated, prepared and registered by the Legal Services Department of the County and to be executed where required by the Applicant. The Applicant shall submit to the Legal Services Department of the County a deposit in the amount of \$1,200.00 prior to the services being rendered. Invoices will be submitted on a cost recovery basis and applied against the deposit. Additional deposits may be required, and any excess over the total invoices will be refunded.

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3. That the construction entrance shall be from Mill Street, the Local Road and not located from County Road 10.
 4. That no open cuts of County Road 10 will be allowed. The proposed County Road 10 sanitary service crossing must be installed by directional drilling.
 5. That a Road Occupancy Permit from the County of Simcoe will be required for any work being completed within the County right-of-way.
 6. That the owner shall identify where the stockpile material will be located during the construction phase to the satisfaction of the Township. Stockpile material must conform with the County's Setback By-law.
 7. That prior to final approval and any site alteration, the Owner shall submit the following to the satisfaction of the County of Simcoe and the Township:
 - Stormwater Management Report;
 - Functional Servicing Report (WaterGEMS/SewerGEMS are to be provided to the satisfaction of the Township);
 - Grading and Drainage Plans;
 - Landscape Plans including any fencing details adjacent to County Road 10;
 - Site Servicing and Composite Utility Plans; and,
 - Erosion and Sedimentation Control Plan.
 8. That prior to final site plan approval, the subject lands shall be appropriately zoned in accordance with the provisions of the Planning Act and shall contain appropriate restrictions to ensure compliance with the requirements of the County of Simcoe Road Setback By-Law No. 5604, where applicable. The Township is to advise the County of Simcoe in writing that the property has been appropriately rezoned.
 9. That development charges, processing and administrative fees are to be paid in accordance with the current County of Simcoe Development charges Bylaw and policies in effect at the time of Building Permit issuance.
 10. That prior to final approval by the Township of Essa, the Applicant shall obtain written clearance from the County for the above-noted conditions. Please have the Applicant transfer the requested road widening and reserve, complete any required applications and make any requested changes and resubmit them to the County for review. Please contact Zoran Nedelkovski in *Transportation & Engineering* with any questions related to T&E comments, by phone, 705-726-9300 extension 1222, or by email Zoran.Nedelkovski@simcoe.ca.

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Nottawasaga Valley Conservation Authority

11. That prior to final approval the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and Township of Essa:

- A detailed Stormwater Management Report and Operation and Maintenance Manual.
- A detailed phased erosion and sediment control plan.
- Construction staging and phasing plan.
- A detailed Grading Plan.
- An updated draft plan of subdivision and concept plan to reflect the proposed locations for all the SWM measures proposed in the Plans.

12. That the draft plan may be revised in order to meet the requirements of the above conditions to the satisfaction of the Nottawasaga Valley Conservation Authority and the Township of Essa.

13. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.

14. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to ensure that all sediment and erosion control measures will be in place prior to any site alteration. The agreement must also contain a provision stating that all major stormwater management facilities must be in place prior to the creation of impervious areas such as roads and buildings.

15. That the owner shall agree in the Subdivision Agreement to engage a qualified professional to certify in writing that the works were constructed in accordance with the Plans, Reports and Specifications, as approved by the Nottawasaga Valley Conservation Authority.

16. That the stormwater management facilities, regulatory floodplain areas and any easements required for storm water drainage purposes shall be dedicated/granted to the Township of Essa.

17. That prior to any site alteration, permission, under the Conservation Authorities Act, be obtained from the Nottawasaga Valley Conservation Authority.

18. That the Nottawasaga Valley Conservation Authority is notified in writing through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain and

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the storm water management facilities have been restrictively zoned (e.g. Environmental Protection (EP)).

Canada Post

19. That the owner shall agree in the subdivision agreement to identify approved locations of Canada Post Corporation mailboxes within the plan. The owner shall agree in the Subdivision Agreement to locate Concrete pads for Canada Post community mailboxes, to be identified on the engineering drawings in accessible locations, with a streetlight, in close proximity to the satisfaction of Canada Post and the Township.

Simcoe County District School Board

20. That the owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.

21. That given the internal road widths of the proposed development, school buses will not enter the site. Should school buses be required to service the development, the owner(s) shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that school bus pick up points will generally be located at a location as determined by the Simcoe County Student Transportation Consortium.

22. That once the Subdivision Agreement has been registered, please provide the Simcoe County District School Board with a copy of the registered agreement in electronic format.

23. That once the Plan has been registered, please provide the Simcoe County District School Board with a copy of the registered plan in electronic format.

Simcoe Muskoka Catholic District School Board

24. That the owner includes in all offers of purchase and sale a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to / accommodated in temporary facilities out of the neighbourhood school's area.

Clearances

25. Prior to final approval, the Approval Authority is to be advised in writing by the County of Simcoe how the above noted conditions have been satisfied.

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- 26. Prior to final approval, the Approval Authority is to be advised in writing by the NVCA how the above noted conditions have been satisfied.
- 27. Prior to final approval, the Approval Authority is to be advised in writing by Canada Post how the above noted mailbox condition has been satisfied.
- 28. That prior to final approval, the Approval Authority is to be advised in writing by MOECC how the above noted stormwater condition has been satisfied.
- 29. That prior to final approval, the Approval Authority is to be advised in writing by the appropriate utilities how the above noted conditions have been satisfied.
- 30. That prior to final approval, the Approval Authority is to be advised in writing by School Boards how the above noted conditions have been satisfied.

Notes to Draft Approval

- 1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority quoting file number E-T-.
- 2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless the title of the owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

- 3. Please be advised that the approval of this draft plan will lapse on the _____ of _____, 20____. This approval may be extended pursuant to subsection 51(33) of the Planning Act.

Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act R.S.O. 1990, Chapter 13, as amended.

Dated this _____ day of _____, 2023.

Sandie Macdonald, Mayor
Essa Township

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD029-23

DATE: September 6th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff, Manger of Planning

SUBJECT: Provincial Site Plan Control Update

RECOMMENDATION

That Staff Report PD029-23 be received for information purposes.

BACKGROUND

On October 25, 2022, the Provincial government introduced Bill 23, known as the *More Homes Built Faster Act, 2022*. The overall stated purpose of Bill 23 was to introduce several legislative changes to increase housing supply throughout Ontario and to achieve the Province's goal of 1.5 million homes in the next 10 years. The Bill received Royal Assent on November 28, 2022, with several schedules coming in to force immediately.

The Bill included changes to, among other things, inclusionary zoning, development charges, third-party appeals and Upper Tier approval powers. One such change was an exemption from Site Plan Control for all non-profit housing developments (regardless of size or unit count) and all other residential developments of up to 10 dwelling units.

COMMENTS AND CONSIDERATIONS

Further to the 2022 provisions of Bill 23 related to Site Plan Control, the Province released Ontario Regulation 254/23 Prescribed Areas – Section 41 of the Act, in August 2023 (Attachment 1).

Regulation 254/23 now allows municipalities to apply Site Plan Control to developments of up to 10 residential units under the following conditions:

1. In any area that is within 300 metres of a railway line
2. In any area that is within 120 metres of a wetland; the shoreline of the Great Lakes-St. Lawrence River System; an inland lake; or a river or stream valley.

As such, Township Site Plan Control By-law (2001-68) will be updated at a future date to reflect the recent Provincial changes.

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FINANCIAL IMPACT

There are no financial impacts.

Manager of Finance

SUMMARY/OPTIONS

Council may:

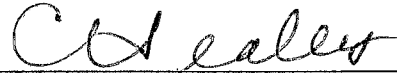
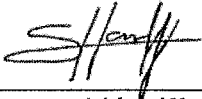
1. Receive this Staff Report for information purposes.

CONCLUSION

Option #1 is recommended so that Council is aware of legislative changes related to Site Plan Control applications in the Township.

Respectfully submitted by:

Reviewed by:



Samuel Haniff, BURPI, MCIP, RPP
Manager of Planning

Colleen Healey-Dowdall, RPP
CAO

Attachments:

1. Ontario Regulation 254/23
2. Site Plan Control By-law (2001-68)

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Français

Planning Act

ONTARIO REGULATION 254/23

PRESCRIBED AREAS — SECTION 41 OF THE ACT

Consolidation Period: From August 9, 2023 to the e-Laws currency date.

No amendments.

This is the English version of a bilingual regulation.

Prescribed areas

1. (1) The following areas are prescribed for the purposes of subsection 41 (1.2) of the Act:

1. Any area that is within 300 metres of a railway line other than a railway line set out in subsection (2).
2. Any area that is within 120 metres of,
 - i. a wetland,
 - ii. the shoreline of the Great Lakes-St. Lawrence River System,
 - iii. an inland lake, or
 - iv. a river or stream valley that has depressional features associated with a river or stream, whether or not it contains a watercourse.

(2) For the purposes of paragraph 1 of subsection (1), a railway line excludes,

- (a) a railway line to which the *Canada Transportation Act* (Canada) applies and whose operations have been discontinued under section 146 of that Act;
- (b) an abandoned railway line to which the *Canada Transportation Act* (Canada) does not apply; and
- (c) a railway line on which the only railway that operates is an urban rail transit system.

(3) Subsection (1) does not apply in respect of any development for which a building permit has been issued on or before August 9, 2023.

2. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).

Français

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2001-68

Being a By-law to establish a Site Plan Control Area within the limits for the Township of Essa.

WHEREAS the Official Plan for the Township of Essa was approved by the County of Simcoe on November 28, 2001; and

WHEREAS the Ontario Municipal Board ordered the Official Plan for the Township of Essa to take effect on July 6, 2001, save and except for any reference to the settlement area of Baxter and the boundaries of the settlement areas of Angus and Thornton; and


WHEREAS the said Official Plan for the Township of Essa designates all lands within the Township of Essa as a Site Plan Control Area; and

WHEREAS the Council of the Corporation of the Township of Essa deems it expedient to establish by by-law a Site Plan Control Area as provided by Section 41(2) of The Planning Act, R.S.O. 1990, c.P.13;


NOW THEREFORE, the Council of the Corporation of the Township of Essa pursuant to Section 41(2) of The Planning Act, R.S.O. 1990, c.P.13 , enacts a by-law of the Corporation as follows:

1. All lands within the boundary of the Corporation of the Township of Essa are hereby declared to be within a Site Plan Control Area for the purpose of Section 41(2) of The Planning Act, R.S.O. 1990, c.P.13.
2. That By-law 79-14 is repealed.
3. This By-law shall take effect and come into force from the date of its passage by Council.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 7th day of November, 2001.



 Robert Davis - Mayor



 Brenda Sigouin - Clerk-Administrator



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW-015-23

DATE: September 6, 2023

TO: Committee of the Whole

FROM: Michael Mikael – Manager of Public Works/Deputy CAO

SUBJECT: **Confirmation of Tender Award – 2023 Asphalt Resurfacing (HL3 Paving)**

RECOMMENDATION

That Staff Report PW015-23 be received; and

That the tender as received from **GIP Paving Inc.** for the 2023 asphalt resurfacing be accepted in the amount of **\$242,821.90 (excluding HST)**.

BACKGROUND

The tender included the following six (6) aged surface treated intersections to be paved for heavy duty traffic:

- **6th Line & 5th Sideroad Intersection**
- **8th Line & 20 Sideroad Intersection**
- **9th Line & 5th Sideroad Intersection**
- **10th Line & 5th Sideroad Intersection**
- **11th Line & 5th Sideroad Intersection**
- **11th Line & 10th Sideroad Intersection**

The tender also included paving the 5th Line (from Hwy 89-Underhill) within the road bend limits as authorized by Council (PW007-23).

COMMENTS AND CONSIDERATIONS

The tender document was posted on the Biddingo website on July 04, 2023 and closed on July 19, 2023.

A letter describing the project timeline and traffic management plan will be mailed out to the residents within the construction limits to ensure public engagement.

FINANCIAL IMPACT

Council approved **\$300,000** – Rural Intersection Upgrades in the 2023 Public Works Prioritized Capital Budget (**\$300,00 – Canada Community Building Fund**). Council also authorized staff (PW007-23) to utilize the remaining non-regulatory funding envelope (**(\$50,313 Taxation related**

to 11th Line Reconstruction & \$255,000 reduced Taxation related to 9th Line Reconstruction) for the repair and reconstruction of the 10th & 5th lines.

Bidder	Deposit	Total Price Excluding HST
Diamond Earthworks Corporation (Excluding HST)	\$20,000.00	\$158,937.70
GIP Paving Inc (Coco Paving formerly). (Excluding HST)	\$20,000.00	\$242,821.90

The preferred Bidder GIP Paving Inc. breakdown included (excluding applicable Tax):

- Six (6) Rural Intersection Upgrades in the amount of **\$191,493.70** which is approximately \$108,506.30 under the approved Capital Budget (***assuming no change orders and/or other issues during construction***).
- 5th Line (from Hwy 89-Underhill) resurfacing in the amount of **\$51,328.20** which is approximately \$253,984.80 under the authorized Capital Budget (***excluding the 10th Line repairs and assuming no change orders and/or other issues during Construction***)

Manager of Finance

SUMMARY/OPTIONS

Council may:

1. Confirm the award of tender to **GIP Paving Inc.** in the amount of **\$242,821.90 (excluding HST)**
2. Direct Staff in another course of action to follow up in the current plan

CONCLUSION

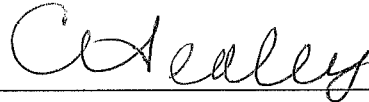
Staff recommends that **Option 1** be approved, as the lowest bidder cannot fulfill the contract requirements.

Respectfully submitted,



Michael Mikael, P.Eng
Manager of Public Works/Deputy CAO

Reviewed by,



Colleen Healey-Dowdall, RPP
Chief Administrative Officer



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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: TR010-23
 DATE: September 6, 2023
 TO: Committee of the Whole
 FROM: Jacquelyn Lamers, Tax Collector
 SUBJECT: Request to Write Off/Adjust 2021, 2022 & 2023 Taxes

RECOMMENDATION

That Staff Report TR010-23 be received; and

THAT the Tax Collector be authorized to adjust taxes on the accounts listed on Schedules "A", "B", "C", "D", "E", "F" and "G" of this report.

BACKGROUND

Under Section 357/358 of the Municipal Act, upon application to the Treasurer, the Municipality may cancel, reduce or refund all or part of taxes levied on land during the taxation year, as a result of a change event. Also, if land has become vacant land or excess land, exempt, a mobile home was removed, or a building was razed by fire, damaged by fire, or demolished so as to render it unusable for the purposes for which it was used immediately prior to the damage during the year or during the preceding year.

COMMENTS AND CONSIDERATIONS

Due to the circumstances under which the applications were made, the properties have met the criteria to qualify for the adjustment of taxes in accordance with Sec 357/358 of the Municipal Act.

The Tax Collector does not conduct site inspections regarding these applications; however, the Tax Collector may use internal resources, such as the Fire Department and Building Department to confirm the write offs are warranted.

FINANCIAL IMPACT

Property taxes to be adjusted equal:

Municipal Taxes	\$ 1,888.13
County Taxes	\$ 1,831.61
English Public Education Taxes	\$ 488.50
English Separate School Board	\$ 368.39
Commercial & Industrial School support	\$ 559.68
TOTAL	\$ 5,136.31

SUMMARY/OPTIONS

Council may:

1. Take no action.
2. Direct the Tax Collector to adjust the taxes as per Schedules "A", "B", "C", "D", "E", "F" and "G" of this report.

CONCLUSION

Option no 2 is recommended.

Respectfully submitted:

Reviewed by:

Jacquelyn Lamers
Tax Collector

Deborah Dollmaier
Manager of Finance

Reviewed by:

Colleen Healey-Dowdall
CAO

Attachment:

- Schedule "A"
- Schedule "B"
- Schedule "C"
- Schedule "D"
- Schedule "E"
- Schedule "F"
- Schedule "G"

Schedule "A"

Tax Year	Roll #	Assessment		Adjustments			Apportion of Increase					Apportion of School Boards				Tax Rates							
		Class	effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate	
2021	4321-010-004-13100-0000	CT	01-01-2021	-21,200	365	-325.06	-325.06	-67.61	-70.89		-186.56		-325.06	-186.56					-186.56	0.00318918	0.00334378	0.00880000	0.01533294
		RT	01-01-2021	21,200	365	145.75	145.75	55.31	58.00		32.44		145.75	32.44					32.44	0.00260916	0.00273563	0.00153000	0.00687479
						0.00	0.00					0.00	0.00					0.00				0.00000000	
2022	4321-010-004-13100-0000	CT	01-01-2022	-21,200	365	-327.83	-327.83	-68.96	-72.31		-186.56		-327.83	-186.56					-186.56	0.00325296	0.00341063	0.00880000	0.01546359
		RT	01-01-2022	21,200	365	148.01	148.01	56.42	59.16		32.44		148.01	32.44					32.44	0.00266134	0.00279034	0.00153000	0.00698168
						0.00	0.00					0.00	0.00					0.00				0.00000000	
2023	4321-010-004-13100-0000	CT	01-01-2023	-21,200	365	-339.39	-339.39	-77.99	-74.84		-186.56		-339.39	-186.56					-186.56	0.00367898	0.00353000	0.00880000	0.01600898
		RT	01-01-2023	21,200	365	157.47	157.47	63.81	61.23		32.44		157.47	32.44					32.44	0.00300988	0.00288800	0.00153000	0.00742788
						0.00	0.00					0.00	0.00					0.00					
								-39.02	-39.65	0.00	-462.37	0.00	-541.05										

Bo

69

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-004-13100-0000

Property location 25 LEE AVE

Property description PLAN 1299 LOT 130

Municipality/Local taxing authority ESSA TOWNSHIP

Application number

Application reason Classification Change

Received date March 08, 2023

Claim relief period From: January 01, 2023 - To: December 31, 2023

Taxation year 2023

Current Property Assessment

Property Classification	2012 Assessed Value	2016 Assessed Value	Phase-In Assessment for Taxation Years			
			2017	2018	2019	2020-2023
OWNR COM CT	15,800	21,200	17,150	18,500	19,850	21,200
OWNR RU R T	288,200	387,800	313,100	338,000	362,900	387,800
Total	304,000	409,000	330,250	356,500	382,750	409,000

Change to the Property Assessment

Property Classification	2012 Assessed Value	2016 Assessed Value	Phase-In Assessment for Taxation Years			
			2017	2018	2019	2020-2023
OWNR RU R T	303,955	409,000	330,216	356,478	382,739	409,000
Total	303,955	409,000	330,216	356,478	382,739	409,000

Reduce
CT 21,200
Increase
RT 21,200

MPAC Remarks

Commercial apportionment changed to Residential Apportionment due to business being removed.

MPAC Representative:

Jennifer Kaesler

Date:

March 14, 2023

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-004-13100-0000
Property location 25 LEE AVE
Property description PLAN 1299 LOT 130
Municipality/Local taxing authority ESSA TOWNSHIP

Application number
Application reason Classification Change
Received date March 08, 2023
Claim relief period From: January 01, 2022 - To: December 31, 2022
Taxation year 2022

Current Property Assessment

Table with 7 columns: Property Classification, 2012 Assessed Value, 2016 Assessed Value, Phase-In Assessment for Taxation Years (2017, 2018, 2019, 2020-2023). Rows include OWNR COM CT, OWNR RU RT, and Total.

Change to the Property Assessment

Table with 7 columns: Property Classification, 2012 Assessed Value, 2016 Assessed Value, Phase-In Assessment for Taxation Years (2017, 2018, 2019, 2020-2023). Rows include OWNR RU RT and Total.

Handwritten notes: Reduce CT 21,200, Increase RT 21,200

MPAC Remarks

Commercial apportionment changed to Residential Apportionment due to business being removed.

MPAC Representative: Jennifer Kaesler
Date: March 14, 2023

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-004-13100-0000
 Property location 25 LEE AVE
 Property description PLAN 1299 LOT 130
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number
 Application reason Classification Change
 Received date March 08, 2023
 Claim relief period From: January 01, 2021 - To: December 31, 2021
 Taxation year 2021

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR COM CT	15,800	21,200	17,150	18,500	19,850	21,200
OWNR RU R T	288,200	387,800	313,100	338,000	362,900	387,800
Total	304,000	409,000	330,250	356,500	382,750	409,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	303,955	409,000	330,216	356,478	382,739	409,000
Total	303,955	409,000	330,216	356,478	382,739	409,000

Reduce
 CT 21,200
 Increase
 RT. 21,200

MPAC Remarks

Commercial apportionment changed to Residential Apportionment due to business being removed.

MPAC Representative: Jennifer Kaesler
 Date: March 14, 2023

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Ba

Schedule "B"

Run #1 23 Cecil St.

Tax Year	Roll #	Assessment		Adjustments			Apportion of Increase						Apportion of School Boards				Tax Rates					
		Class effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate	
2023	4321-010-004-07300-0000	RTEP	15-Jun-23	-27,000	200	-109.89	-109.89	-44.53	-42.73		-22.64		-109.89	-22.64				-22.64	0.00300988	0.00288800	0.00153000	0.00742788
					367																	
								-44.53	-42.73		-22.64		-109.89	-22.64				-22.64				

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BB

Pa

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-004-07300-0000
 Property location 23 CECIL ST
 Property description PLAN 1116 LOT 75
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number
 Application reason Became Exempt
 Received date June 30, 2023
 Claim relief period **From: June 15, 2023 - To: December 31, 2023**
 Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	245,000	317,000	263,000	281,000	299,000	317,000
Total	245,000	317,000	263,000	281,000	299,000	317,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	224,132	290,000	240,599	257,066	273,533	290,000
Total	224,132	290,000	240,599	257,066	273,533	290,000

MPAC Remarks

Pool removed from Property as of June 15, 2023.

MPAC Representative:

Jennifer Kaesler

Date:

July 31, 2023

8a

Schedule "C"

Run #1 255 Barrie St.

Tax Year	Roll #	Assessment		Adjustments			Apportion of Increase					Apportion of School Boards				Tax Rates							
		Class effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate			
2021	4321-010-011-01500-0000	RTEP	01-01-2021	-33,000	365	-226.87	-226.87	-86.10	-90.28		-50.49			-226.87	-50.49				-50.49	0.00260916	0.00273563	0.00153000	0.00687479
2022	4321-010-011-01500-0000	RTEP	01-Jan-22	-33,000	365	-230.40	-230.40	-87.82	-92.08		-50.49			-230.40	-50.49				-50.49	0.00266134	0.00279034	0.00153000	0.00698168
2023	4321-010-011-01500-0000	RTEP	01-Jan-23	-33,000	365	-245.12	-245.12	-99.33	-95.30		-50.49			-245.12	-50.49				-50.49	0.00300988	0.00288800	0.00153000	0.00742788
								-273.25	-277.66		-151.47			-702.38	-151.47								

73

80

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-011-01500-0000
 Property location 255 BARRIE ST
 Property description CON 11 N PT LOT 15
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number

Application reason Repairs or Renovations
 Received date March 08, 2023
 Taxation year 2023
 Notice Type Property Assessment Change Notice

Effective Date Range

From: January 01, 2023 - To: January 31, 2023

MPAC Remarks

MPAC does not issue reductions for in year renovations. With an unfinished allowance of 50% the estimate for the renovation period would be -\$33,000. Value from \$334,000 to \$301,000.

MPAC Representative: Jennifer Kaesler
 Date: April 19, 2023

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-011-01500-0000
Property location 255 BARRIE ST
Property description CON 11 N PT LOT 15
Municipality/Local taxing authority ESSA TOWNSHIP

Application number

Application reason Repairs or Renovations
Received date March 08, 2023
Taxation year 2022
Notice Type Property Assessment Change Notice

Effective Date Range

From: January 01, 2022 - To: December 31, 2022

MPAC Remarks

MPAC does not issue reductions for in year renovations. With an unfinished allowance of 50% the estimate for the renovation period would be -\$33,000. Value from \$334,000 to \$301,000.

MPAC Representative:

Jennifer Kaesler

Date:

April 19, 2023

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Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-011-01500-0000
Property location 255 BARRIE ST
Property description CON 11 N PT LOT 15
Municipality/Local taxing authority ESSA TOWNSHIP

Application number
Application reason Repairs or Renovations
Received date March 08, 2023
Taxation year 2021
Notice Type Property Assessment Change Notice

Effective Date Range

From: November 30, 2021 - To: December 31, 2021

MPAC Remarks

MPAC does not issue reductions for in year renovations. With an unfinished allowance of 50% the estimate for the renovation period would be -\$33,000. Value from \$334,000 to \$301,000.

MPAC Representative: Jennifer Kaesler
Date: April 19, 2023

Ba

Schedule "D"

Run #1 6513 3rd Line

Tax Year	Roll #	Assessment		Adjustments		Apportion of Increase					Apportion of School Boards				Tax Rates							
		Class	effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate
2021	4321-010-007-05600-0000	RT	15-12-2021	-9,000	17	-2.88	-2.88	-1.09	-1.15		-0.64		-2.88	-0.64				-0.64	0.00260916	0.00273563	0.00153000	0.00687479
						0.00	0.00						0.00	0.00				0.00	0.00000000	0.00000000	0.00000000	0.00000000
2022	4321-010-007-05600-0000	RT	01-01-2022	-9,000	365	-62.84	-62.84	-23.95	-25.11		-13.77		-62.84	-13.77				-13.77	0.00266134	0.00279034	0.00153000	0.00698168
						0.00	0.00	0.00	0.00		0.00		0.00	0.00				0.00	0.00325296	0.00341063	0.00880000	0.01546359
								-52.28	-52.39	0.00	-38.26	0.00	-132.93									

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Dr

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)
 Roll number 4321-010-007-05600-0000
 Property location 6513 3RD LINE
 Property description CON 3 W PT LOT 13
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number
 Application reason Demolition/Razed by Fire
 Received date April 18, 2023
 Claim relief period From: December 15, 2021 - To: December 31, 2021
 Taxation year 2021

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	479,000	597,000	508,500	538,000	567,500	597,000
Total	479,000	597,000	508,500	538,000	567,500	597,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	471,779	588,000	500,834	529,890	558,945	588,000
Total	471,779	588,000	500,834	529,890	558,945	588,000

Reduce 9000

MPAC Remarks

Confirmed original barn has been demolished.

MPAC Representative:

Jennifer Kaesler

Date:

May 23, 2023

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)
 Roll number 4321-010-007-05600-0000
 Property location 6513 3RD LINE
 Property description CON 3 W PT LOT 13
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number
 Application reason Demolition/Razed by Fire
 Received date April 18, 2023
 Claim relief period From: January 01, 2022 - To: December 31, 2022
 Taxation year 2022

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	479,000	597,000	508,500	538,000	567,500	597,000
Total	479,000	597,000	508,500	538,000	567,500	597,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	471,779	588,000	500,834	529,890	558,945	588,000
Total	471,779	588,000	500,834	529,890	558,945	588,000

Reduce RT -9000

MPAC Remarks

Confirmed original barn has been demolished.

MPAC Representative: Jennifer Kaesler
 Date: May 23, 2023

80

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	
Roll number	4321-010-007-05600-0000
Property location	6513 3RD LINE
Property description	CON 3 W PT LOT 13
Municipality/Local taxing authority	ESSA TOWNSHIP
Application number	
Application reason	Demolition/Razed by Fire
Received date	April 18, 2023
Claim relief period	From: January 01, 2023 - To: December 31, 2023
Taxation year	2023

MPAC Remarks

No reduction for 2023 as new barn was built effective July 2022 as per Owner.

<i>MPAC Representative:</i>	Jennifer Kaesler
<i>Date:</i>	May 23, 2023

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Schedule "E"

Run #1 **644 3RD LINE**

Tax Year	Roll #	Assessment		Adjustments			Apportion of Increase					Apportion of School Boards				Tax Rates							
		Class	effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate	
2023	4321-010-007-01402-0000	RTEP	02-04-2023	-210,000	274	-1,170.96	-1,170.96	-474.49	-455.28		-241.20		-1170.96	-241.20					-241.20	0.00300988	0.00288800	0.00153000	0.00742788
					367																		
					367			-474.49	-455.28	0.00	-241.20	0.00	-1,170.96										
					367																		

83

Ba

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)
 Roll number 4321-010-007-01402-0000
 Property location 6444 3RD LINE
 Property description CON 2 S PT LOT 13 51R-3974 PART 2
 Municipality/Local taxing authority ESSA TOWNSHIP

Application number
 Application reason Demolition/Razed by Fire
 Received date April 18, 2023
 Claim relief period From: April 02, 2023 - To: December 31, 2023
 Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU RT	271,000	335,000	287,000	303,000	319,000	335,000
Total	271,000	335,000	287,000	303,000	319,000	335,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR VL RT	101,119	125,000	107,089	113,060	119,030	125,000
Total	101,119	125,000	107,089	113,060	119,030	125,000

reduced
210,000

MPAC Remarks

Confirmed in field that property is now vacant land.

MPAC Representative: Jennifer Kaesler
 Date: May 15, 2023

84

Ba

Schedule "F"

Run #1 5202 30th Sideroad

Tax Year	Roll #	Assessment			Adjustments			Apportion of Increase					Apportion of School Boards				Tax Rates					
		Class	effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate
2023	4321-010-008-16100-0000	RTEP	01-May-23	-152,000	245	-757.85	-757.85	-307.09	-294.66		-156.10		-757.85	-156.10				-156.10	0.00300988	0.00288800	0.00153000	0.00742788
								-307.09	-294.66		-156.10		-757.85	-156.10				-156.10				

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98

Ba

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE



Owner name(s)
Roll number 4321-010-008-16100-0000
Property location 5202 30TH SIDEROAD
Property description CON 8 E PT LOT 31
Municipality/Local taxing authority ESSA TOWNSHIP

Application number
Application reason Damaged by Fire
Received date May 03, 2023
Claim relief period From: May 01, 2023 - To: December 31, 2023
Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU RT	500,000	630,000	532,500	565,000	597,500	630,000
Total	500,000	630,000	532,500	565,000	597,500	630,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU RT	379,365	478,000	404,024	428,683	453,341	478,000
Total	379,365	478,000	404,024	428,683	453,341	478,000

MPAC Remarks

Applied 42% unfinished allowance to both units to account for fire damage. Application for Reduction eff May 1, 2023 as per Municipality.

MPAC Representative: Jennifer Kaesler
Date: July 07, 2023

Schedule "G"

Run #1 5307 6th Line

Tax Year	Roll #	Assessment		Adjustments			Apportion of Increase					Apportion of School Boards				Tax Rates								
		Class effective date	Total	Applicable Period (Days)	Gross Tax Amount	Net Increase	Municipal	County	Waste	Education	Capping	Total	English Public	English Catholic	French Public	French Catholic	Totals	Municipal	County	Education	Total Tax Rate			
2023	4321-010-001-23600-0000	RTES	22-04-2023	-346,000	254	-1,788.47	-1,788.47	-724.71	-695.37		-368.39			-1788.47	-368.39					-368.39	0.00300988	0.00288800	0.00153000	0.00742788
					367																			
					367			-724.71	-695.37	0.00	-368.39	0.00	-1,788.47											
					367																			

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6a

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4321-010-001-23600-0000
Property location 5307 6TH LINE
Property description CON 6 N PT LOT 2
Municipality/Local taxing authority ESSA TOWNSHIP

Application number

Application reason Demolition/Razed by Fire
Received date May 03, 2023
Claim relief period From: April 22, 2023 - To: December 31, 2023
Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR RU R T	507,000	614,000	533,750	560,500	587,250	614,000
Total	507,000	614,000	533,750	560,500	587,250	614,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2023
OWNR VL R T	221,296	268,000	232,972	244,648	256,324	268,000
Total	221,296	268,000	232,972	244,648	256,324	268,000

Reduced
346,000

MPAC Remarks

Confirmed SFD and detached garage were razed by fire.

MPAC Representative: Jennifer Kaesler
Date: May 15, 2023

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C015-23
DATE: September 6, 2023
TO: Committee of the Whole
FROM: Lisa Lehr, Manager of Legislative Services
SUBJECT: Integrity Commissioner Update

RECOMMENDATION

That Staff Report C015-23 be received.

BACKGROUND

Section 223.3 of the Municipal Act, 2001, as amended, requires a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing, in an independent manner, the functions assigned by the municipality with respect to any or all of the following:

1. The application of the Code of Conduct for members of council and the Code of Conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

Council was presented with Staff Report C002-18 on January 17, 2018 (Attachment No. 1), outlining a contract with Principles Integrity as part of the partnership with the County of Simcoe and other participating lower tier municipalities. Council passed the following motion in respect to undertake the contract with Principles Integrity:

Resolution No: CW011-2018 Moved by: Macdonald Seconded by: Henderson

*Be it resolved that Staff Report C002-18 be received; and
That Council does direct the Clerk to present a By-law to Council at their meeting of February 7, 2018 appointing Principles Integrity as the Integrity Commissioner for the Township of Essa.*

----Carried----

The Township of Essa entered into an agreement with Principles Integrity effective April 1, 2018.

The three-year term of the initial Agreement with Principles Integrity expired on March 31, 2021. Council was presented with Staff Report C005-21 on February 17, 2021 (Attachment No. 2), outlining a contract extension with Principles Integrity and continued partnership with the County of Simcoe and other participating lower tier municipalities. Council passed the following motion to undertake the contract extension with Principles Integrity:

Resolution No: CW014-2021 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report C005-21 be received; and
That Council approve an extension of the Agreement with Principles Integrity to December 31, 2023.*

----Carried----

COMMENTS AND CONSIDERATIONS

The current contract extension is set to expire on December 31, 2023.

Staff reached out to the County of Simcoe regarding their intention to address the expiration of the Integrity Commissioner Agreement. It was indicated that they expect to issue a Request for Proposals (RFP) for Integrity Commissioner services in the Fall of 2023. They further suggested that they intend on reaching out to the 16 lower tier municipalities to discuss their interest in once again participating in the joint procurement opportunity for Integrity Commissioner service.

The writer of this report suggests that the Township of Essa express interest in participating in the joint procurement opportunity for Integrity Commissioner services along with the County of Simcoe and its lower tier municipalities, as we have done in the past. Once the results of the RFP are presented, Council has the opportunity to review and consider the following:

1. Enter into an agreement with the successful submission of the RFQ; or
2. Allow services to be performed by the Ontario Ombudsman's Office at no charge; or
3. Direct Staff to seek competitive bids through an independent tendering process.

FINANCIAL IMPACT

There is the potential that the County of Simcoe will once again offer to pay some portion of the fee associated with the successful RFQ and subsequent Agreement for each of the participating municipalities. The initial contract and extension saw the County of Simcoe pay the retainer for each partnering municipality of \$1000 per year, per participating municipality. Outside of the annual retainer, costs associated with engaging the Integrity Commissioner would be assumed by the Township of Essa per the terms of the Agreement, with respect to complaint investigations and/or members of Council seeking advice.

The following is a breakdown of fees that have been paid directly to Principles Integrity on behalf of the municipality for utilizing their services:

2018 - \$0.00
2019 - \$0.00
2020 - \$1,299.51
2021 - \$3573.63
2022 - \$4057.74
2023 - \$1169.26 (to date)

Manager of Finance

SUMMARY/OPTIONS


Council may:

1. Take no further action; thereby receiving this Report only.
2. **Direct Staff to express interest in participation in the joint procurement opportunity for Integrity Commissioner Services with the County of Simcoe, with no obligation to enter into an agreement.**
3. Direct Staff to prepare an independent Request for Proposal to seek Integrity Commissioner Services for Essa Township.
4. Direct Staff in a different manner.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Lisa Lehr
Manager of Legislative Services

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 – Staff Report C002-18 – Appoint Principles Integrity as Integrity Commissioner for the Township of Essa
- 2 – Staff Report C005-21 – Contract Extension, Principles Integrity
- 3 – Email form County of Simcoe Deputy Clerk, Jonathan Magill, re: Joint Integrity Commissioner Procurement - CONFIRM Participation

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Attachment 1



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C005-21

DATE: February 17, 2021

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: Contract Extension – Principles Integrity

RECOMMENDATION

That Staff Report C005-21 be received; and
 That Council approve the extension of the Agreement with Principles Integrity to December 31, 2023.

BACKGROUND

Section 223.3 of the Municipal Act, 2001, as amended, requires a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing, in an independent manner, the functions assigned by the municipality with respect to any or all of the following:

1. The application of the Code of Conduct for members of council and the Code of Conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

As a result of this mandated requirement, Council passed the following motion in respect of appointing an Integrity Commissioner for the Township of Essa at its meeting of January 17, 2018:

Resolution No: CW011-2018 Moved by: Macdonald Seconded by: Henderson

*Be it resolved that Staff Report C002-18 be received; and
 That Council does direct the Clerk to present a By-law to Council at their meeting of February 7, 2018 appointing Principles Integrity as the Integrity Commissioner for the Township of Essa.*

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----Carried----

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This resulted in the passage of By-law 2018-19 whereby the municipality entered into an Agreement with Principles Integrity (Attachment No. 1) effective April 1, 2018.

COMMENTS AND CONSIDERATIONS

The three-year term of the existing Agreement with Principles Integrity is set to expire on March 31, 2021.

In accordance with section 6.4 of the Agreement, the County of Simcoe has contacted Principles Integrity requesting an extension to the Agreement. The County has advised that Principles Integrity has agreed to extending the existing terms and conditions of the Agreement to December 31, 2023 and that the fees for services would remain the same.

Since execution of this Agreement, Essa Council and staff have consulted with Principles Integrity on a few occasions (often times the advice is sought just prior to the Council meeting where the subject matter is to be considered). Principles Integrity has provided a very quick or immediate response on the subject matter, in addition to guidance on navigation through discussions in respect of procedural matters. As such, the author of this Report is satisfied with the service that has been provided historically to this municipality and would recommend to Council to approve an extension to the current Agreement.

If Council chooses not to extend the Agreement, they could allow for all Integrity Commissioner services to be performed by the Ontario Ombudsman’s Office at no charge, or they can direct the Clerk to seek competitive bids through the tendering process.

FINANCIAL IMPACT

Fees for services rendered by Principles Integrity are outlined in Section 3 of the existing Agreement of which is attached to By-law 2018-19. The fees are only payable if/when members of Staff/Council require the advice of the Integrity Commissioner, or if an investigation commences. The fees as outlined in Section 3 of the Agreement are as follows:

Section of Agreement	Fee and Description of Fee
3.1	Annual retainer of \$1,000.00. <i>To be paid by County of Simcoe</i>
3.2	Block Fee \$1,600.00/day for attendance at any meeting of Council for conducting training/education
3.3	For the performance of the remaining duties under this Agreement, the Township shall pay the Integrity Commissioner an hourly rate of \$230.00, to be billed monthly, subject to: <ul style="list-style-type: none"> a. a cap of \$3,000.00 in respect of the initial preparation or review of any applicable Code of Conduct and related protocols; b. the Integrity Commissioner apprising the Township with some explanation when the fee for investigations will exceed \$5,000.00 in a single month; c. an upset limit of \$3,500.00 in any single month for responding to requests for advice from members and for responding to inquiries from the public, (except where the effort in preparing and articulating a response is so substantive as to justify a commensurate fee for the work hours involved, in which case the Integrity Commissioner shall provide prior notice to the Township Clerk that the cap will be exceeded).

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3.4	<i>Mileage - \$0.52 / km</i>
3.5	<i>Overnight Accommodations where required – the reasonable cost of such accommodation (which would require receipts)</i>

[Note-The County of Simcoe has advised that they will pay the retainer for each participating municipality.]

The following is a breakdown of fees that have been paid directly to Principles Integrity on behalf of the municipality

2018 - \$ 0.00
 2019 - \$ 0.00
 2020 - \$ 1,299.51

- Manager of Finance or Deputy Treasurer Approval:

SUMMARY/OPTIONS

Council may:

1. Do nothing.
2. **Approve the extension of the Agreement with Principles Integrity to December 31, 2023.**
3. Expire the current Agreement, and direct staff to start the competitive bid process seeking bids for Integrity Commissioner Services.
4. Expire the current Agreement, and default the mandated integrity commissioner services to the Ontario Ombudsman’s Office.

CONCLUSION

It is recommended that Council approve Option No. 2 of this Report, to approve the extension with Principles Integrity to December 31, 2023.

Respectfully submitted:

Reviewed by:

 Lisa Lehr
 Clerk

 Colleen Healey-Dowdall
 Chief Administrative Officer

Attachments

1 – Copy of By-law 2019-18



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C002-18

DATE: January 17, 2018

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: Appoint Principles Integrity as Integrity Commissioner for the Township of Essa

RECOMMENDATION

That Staff Report C002-18 be received; and

That Council consider directing the Clerk to present a By-law to Council at their meeting of February 7, 2018 appointing Principles Integrity as the Integrity Commissioner for the Township of Essa.

BACKGROUND

At its meeting of July 5, 2017, the Clerk of the municipality presented Council with a summary report on Bill 68 pertaining to the *Modernizing of Municipal Legislation Act* (MOMLA). This piece of legislation contained various legislative amendments to many statutes affecting municipalities across Ontario, and has dates of effect that are being phased in (January 1, 2018 and March 1, 2019).

One such amendment of which requires direction to be provided to the Clerk is in relation to the appointment of an Integrity Commissioner (section 223.3 of the Municipal Act, 2001). Under the current Municipal Act, 2001 as amended, municipalities may appoint an Integrity Commissioner, however effective March 1, 2019, under the new provision introduced by Bill 68, municipalities **shall** make arrangements for all of the responsibilities provided by an Integrity Commissioner.

At its meeting of July 5, 2017, Council passed resolution CW132-2017 in regards to participating in a Joint Integrity Commissioner with the County of Simcoe:

*Be it resolved that C011-17 be received; and
That the County of Simcoe be advised that the Council for the Township of Essa is interested in participating in a Joint Integrity Commissioner Agreement with the County; and
That the County of Simcoe be requested to pay any retainer associated with an Integrity Commissioner, if applicable.*

In the summer of 2017, the County of Simcoe advertised, interviewed, and selected Principles Integrity as the successful proponent to fill the role for municipalities that expressed interest in participation of a Joint Integrity Commissioner, and has since appointed Principles Integrity as their Integrity Commissioner. The County of Simcoe has committed to paying the necessary retainer, and has now inquired as to when participating municipalities will be executing their Agreement.

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COMMENTS AND CONSIDERATIONS

As stated earlier in this report, at its meeting of July 5, 2017, Council passed a resolution to express interest in participating in a Joint Integrity Commissioner with the County of Simcoe, and that the retainer be paid for by the County of Simcoe. This joint venture will operate in a similar fashion to the County's shared closed meeting investigator service, whereby the County of Simcoe pays the necessary retainer (\$1,000.00 per municipality), and the Township pays only in the event that the Integrity Commissioner is engaged by the municipality.

Effective March 1, 2019, new provisions under Sections 223.2 and 223.3 of the Municipal Act direct Council to establish codes of conduct for members of Council and to appoint an Integrity Commissioner (IC) who reports to Council and who is responsible for performing, in an independent manner, the functions assigned by the municipality with respect to (a) the application of the Code of Conduct for members of Council, and (b) the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of Council.

The author of this report is requesting direction from Council, seeking clarification as to whether Council would like to participate now or wait until closer to the date of effect to execute the Agreement in order to fulfill this new mandatory requirement (March 1, 2019). Whichever timeframe Council decides on, a By-law and an Agreement are required to be passed for execution of an Agreement in this joint venture. It has been requested by the County Clerk that the date of participation be communicated as soon as possible. The term stipulated in the draft Agreement for appointment is four years (2018-2022 – per term of Council), however the mandatory nature of the requirement isn't until March 1, 2019.

As of December 20, 2017, four of the ten municipalities that expressed interest in participating in the County's Joint Integrity Commissioner are expecting to execute their By-law and Agreement within the first quarter of 2018. It is anticipated that the majority of the ten municipalities that committed to this joint venture will commit to execute the Agreement in 2018.

The author of this report believes that it would be in Council's best interest to proceed now with appointing Principles Integrity as the Integrity Commissioner for the Township of Essa. There have been many legislative changes of late that affect not only municipalities but members of Council directly (specifically, Procedural By-law, Council Code of Conduct, *Municipal Conflict of Interest Act*). The appointment of an Integrity Commissioner at this stage would be beneficial to members of Council in the event that members of the public have complaints relating to matters of Council that occur in an open public forum, or members of Council are looking for direction/advice that can be provided to them by an Integrity Commissioner (for a fee).

FINANCIAL IMPACT

The County of Simcoe has agreed to pay the retainer fee to Principles Integrity in the amount of \$1,000.00 per participating municipality. As well, a one day training session has been capped at \$1,600.00, of which the municipality may be required to contribute to (it is unclear at this time if the County of Simcoe will be paying this fee or if it will be divided amongst participating municipalities).

Outside of the annual retainer, costs associated with engaging the Integrity Commissioner would be assumed by the Township of Essa per the terms of the Agreement with respect to complaint investigations and/or members of Council seeking advice from Principles Integrity.

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SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Direct the Clerk to present a By-law to Council at their meeting of February 7, 2018 appointing Principles Integrity as the Integrity Commissioner for the Township of Essa.
3. Direct the Clerk to present a By-law to Council in the first quarter of 2019 appointing Principles Integrity as the Integrity Commissioner for the Township of Essa.

CONCLUSION

It is recommended that Council authorize the Clerk to proceed with Option No. 2.

Respectfully submitted:

Reviewed by:

Lisa Lehr
Clerk

Greg Murphy
CAO

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Attachment 3

Lisa Lehr

From: Magill, Jonathan <Jonathan.Magill@simcoe.ca>
Sent: Monday, August 28, 2023 2:19 PM
To: Tara Reynolds; Lisa Lehr; Sasha Helmkey; Sherri Edgar; Cooper, Stacey; Walton, Sue
Cc: Alison Gray; 'Jennifer Connor'; Katelyn Johns; Pam Fettes; Patty Thoma; 'Renee Ainsworth (Renee.A)'; Robin Reid; Almas, Sara; Nicole Rubli; Aubichon, Yvonne; Daly, John; Clerks
Subject: County of Simcoe - Joint Integrity Commissioner Procurement
Attachments: RFPQ 2023-037 Integrity Commissioner .pdf

Hello again,

This email is to provide an update that the County has issued RFPQ 2023-037 – Integrity Commissioner Services on the County's bid opportunities website at <https://simcoecounty.bidsandtenders.ca/>. See attached. The bid closing date is Thursday, September 14, 2023 at 2:00 p.m.

The idea behind the RFPQ is that it would pre-qualify and identify the top three highest scoring proponents to bring before Council(s). This would mean a lower-tier may decide to take advantage of the procurement process undertaken without being bound by the decision of County Council's decision on their IC. I expect our Clerk's Office to be reporting to County Council in November for appointment. Our recommendation will be that the County continue to pay the yearly retainer (if applicable) for lower-tiers who use the joint procurement to select their IC.

If you have interest in your municipality participating in this procurement, please contact me to confirm. Please also indicate if you are able to participate as part of the evaluation team (likely to occur in late September) as it's important to have representation from participating municipalities.

Again, this is simply an opportunity for a joint procurement, and is not a joint agreement. Each municipality is welcome to issue their own procurement or select an IC as they see fit.

Regards,

Jonathan Magill
Deputy Clerk
County of Simcoe
1110 Highway 26, Midhurst, Ontario L9X 1N6
Phone: 705-726-9300 Ext. 1202
Email: jonathan.magill@simcoe.ca
simcoe.ca

From: Magill, Jonathan
Sent: Thursday, August 3, 2023 1:56 PM
To: Tara Reynolds <treynolds@townofbwg.com>; Lisa Lehr <llehr@essatownship.on.ca>; Sasha Helmkey <shelmkey@clearview.ca>; Sherri Edgar <sedgar@midland.ca>; Stacey Cooper <scooper@penetanguishene.ca>; Sue Walton <swalton@tiny.ca>
Cc: Alison Gray <agray@severn.ca>; 'Jennifer Connor' <jconnor@ramara.ca>; KJohns <KJohns@tay.ca>; Pam Fettes <pfettes@newtecumseth.ca>; Patty Thoma <pthoma@innisfil.ca>; 'Renee Ainsworth (Renee.A)' <Renee.Ainsworth@springwater.ca>; Robin Reid <rreid@adjtos.ca>; Almas, Sara <salmas@collingwood.ca>; Nicole Rubli <nicole.rubli@wasagabeach.com>; Aubichon, Yvonne <yaubichon@oro-medonte.ca>; Daly, John <John.Daly@simcoe.ca>; Clerks <Clerks@simcoe.ca>
Subject: Joint Integrity Commissioner Procurement - CONFIRM Participation

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Good afternoon,

I am emailing all member municipalities regarding Integrity Commissioner (IC) procurement.

The County will be conducting a procurement process for IC services later this month as our current agreement with Principles Integrity is set to expire December 31, 2023. 10 lower-tier municipalities had participated in a joint procurement process with us for an IC back in 2017. The current \$1,000 yearly retainer is paid for by the County for each participating municipality. The continuation of this will be dependent on the responses to the procurement and if a retainer is applicable.

If you would like to continue participation or join in the upcoming procurement, please contact me directly to confirm. In doing so, please indicate if you are able to participate as part of the evaluation team (likely to occur in late September) as it's important to have representation from participating municipalities.

The seven municipalities below were part of the joint procurement and currently have Principles Integrity serving as IC:

Municipality
County of Simcoe
Town of Bradford West Gwillimbury
Town of Midland
Town of Penetanguishene
Township of Clearview
Township of Essa
Township of Tiny

Each participating municipality will be required to adopt an appointment by-law for their selected vendor, and enter into an agreement, which permits each municipality and IC to act independent of the County.

For clarity, the County will be proceeding with a procurement regardless of the number of municipalities participating. This is more so about municipalities taking advantage of a joint procurement opportunity than a joint agreement. Each municipality is of course welcome to issue their own procurement or select an IC as they see fit.

Thank you and enjoy the long weekend coming up!

Regards,

Jonathan Magill
 Deputy Clerk
 County of Simcoe
 1110 Highway 26, Midhurst, Ontario L9X 1N6
 Phone: 705-726-9300 Ext. 1202
 Email: jonathan.magill@simcoe.ca
simcoe.ca

[EXTERNAL]

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County of Simcoe
Procurement, Fleet
and Property
1110 Highway 26,
Midhurst, Ontario L9X 1N6

Main Line (705) 726-9300
Toll Free (866) 893-9300
Fax (705) 720-1078
simcoe.ca



NOTICE TO POTENTIAL BIDDERS

Request for Prequalification No. 2023-037

For:

INTEGRITY COMMISSIONER SERVICES

The Corporation of the County of Simcoe and on behalf of the participating Lower Tier Member Municipalities is Requesting Responses for the above opportunity.

Responses shall be submitted by the closing deadline of
2:00:00 p.m. (local time) on September 14, 2023.

Responses will only be considered when received electronically by the Closing Date and Time specified above.

Information and/or site meeting requirements:

Required:	N/A
Attendance Requirement:	
Date:	
Time:	
Location:	

Deadline for Questions (must be submitted through the Bidding System):	September 6, 2023 – 4:00:00 p.m.
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IMPORTANT: Vendors or potential vendors submitting Responses are not permitted to use the County of Simcoe brand identification on their submissions. The use of the County logo obtained from any source including the County of Simcoe website is not permitted.

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1. DEFINITIONS

- 1.1. "**Addenda or Addendum**" means a document issued through the Bidding System that amends the original Request for Prequalification.
- 1.2. "**Bidder**" means any party that submits a submission to a Request for Prequalification and is a Registered Plan Taker in the Bidding System, bids&tenders™
- 1.3. "**Bidding System**" means the electronic bidding system called "bids&tenders™" that the County uses to post competitive bid opportunities and receive submissions.
- 1.4. "**Bidding System Vendor Account**" means the company or individual profile account created in the Bidding System which will be the means of how the company or individual will be notified when any information has been posted in the Bidding System with respect to a bid opportunity.
- 1.5. "**Business Day**" means any day from Monday to Friday inclusive, except statutory or civic holidays observed in Midhurst, Ontario.
- 1.6. "**Closing Date or Closing Date and Time**" means the deadline by which submissions must be received in the Bidding System.
- 1.7. "**Contract**" means a written agreement approved and signed by the County relating to the subject matter of this Request for Prequalification and includes, among other matters, the General Terms and Conditions, all as described herein.
- 1.8. "**Contractor**" means the person or persons designated by the County of Simcoe to be the County's representative for the purposes of the Contract.
- 1.9. "**County or County of Simcoe**" means The Corporation of the County of Simcoe.
- 1.10. "**General Terms and Conditions**" means the County's standard contracting terms and conditions as set out in Section 5 of this Request for Prequalification, together with any modifications and/or additions made by the County, in its sole discretion.
- 1.11. "**LTM**" means Lower Tier Municipalities
- 1.12. "**Plan Taker or Registered Plan Taker**" means any entity that has registered for this Request for Prequalification through the Bidding System, bids&tenders™.
- 1.13. "**Response**" means a signed submission to this RFPQ, including any alterations expressly authorized hereunder.
- 1.14. "**Request For Prequalification (RFPQ)**" means this document issued by the County of Simcoe under its Bidding System.
- 1.15. "**Selected Applicant(s)**" means the Applicant(s) who's Response has been selected by the County for further consideration.
- 1.16. "**Selection Committee**" means the group assembled by the County of Simcoe to evaluate Responses received.
- 1.17. "**Sub-Contractor**" means a person, partnership or corporation having a direct contract with Bidder and whom the Bidder proposes will perform part or parts of the Work or to supply products to the Works.
- 1.18. "**Successful Bidder**" means the Bidder whose Response has been accepted by the County.
- 1.19. "**Work or Works**" means the requirements stated in this Request for Prequalification and includes

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all related works and services including but not limited to the supply of all vehicles, equipment, labour, supervision, materials, facilities, services, permits, license and approvals required to complete the obligations outlined in this Request for Prequalification.

2. OPPORTUNITY OVERVIEW

DESCRIPTION OF WORK	
<p>The County of Simcoe ("County") is composed of 16 member municipalities and provides crucial public services to County residents in addition to providing paramedic and social services to the separated cities of Barrie and Orillia. County Council is comprised of the Mayors and Deputy Mayors of each of its 16 member municipalities for a total of 32 members.</p> <p>The County and on behalf of its Lower Tier Municipalities (LTM) are seeking proposals from Bidders who are interested in providing Integrity Commissioner services.</p> <p>This Request for Prequalification process intends to create a list of qualified firms offering Integrity Commissioner services. The selection committee will pre-qualify (short list) up to (3) three highest scoring bidders who will then be presented to County Council where Council will vote to determine the successful Integrity Commissioner.</p> <p>The Lower Tier Member Municipalities will also be presented the (3) three highest scoring bidders and they may appoint and work directly with the Integrity Commissioner of their choosing. The decision of County Council will not determine the award for the LTM's.</p> <p>The selection of the successful Integrity Commissioner will result in a Professional Services Agreement which does not guarantee Work and the County and or Lower Tier Municipalities are not obligated to award Work now or throughout the term of this Agreement</p> <p>Services will be provided on an as required basis for the term of Council, plus one (1) year.</p>	
GENERAL INFORMATION:	
Owner(s) Name:	The Corporation of the County of Simcoe
Site Visit Requirement:	Not Required
Contract Start:	January 1, 2024
Contract End:	December 31, 2027
Optional Contract Extension:	The parties may mutually agree to extend the term of this Agreement for further Council terms
INSURANCE:	
Insurance Amounts:	General Liability: \$5,000,000.00
	Automobile: \$2,000,000.00
	Professional Liability: \$2,000,000
Parties to be included as Additional Insured:	The Corporation of the County of Simcoe

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3. SUBMISSION INSTRUCTIONS

3.1 SCHEDULE OF EVENTS

RFPQ Published:	August 24, 2023
Questions Deadline:	September 6, 2023 at 4:00 PM
Submission Deadline:	September 14, 2023 at 2:00 PM
Anticipated Award:	November 2023

3.2 REGISTRATION

All Bidders shall have a Bidding System Vendor Account and shall be a Registered Plan Taker for this bid opportunity. Registration enables the Bidder to download the Request for Prequalification document, receive Addenda and other email notifications, and submit their Response electronically through the Bidding System. Bidders can register through the link below and then select "Create Account" on the County's landing page.

<https://simcoecounty.bidsandtenders.ca>

3.3 BIDDING SYSTEM VENDOR ACCOUNT

When creating or updating a Bidding System Vendor Account the Bidder is encouraged to have additional company contacts create their own login to the Bidding System. This will permit your invited additional company contacts to manage (register, submit, edit and withdraw) Responses for which your company is a Registered Plan Taker.

3.4 SUBMISSION PROCESS

Bidders shall submit all Responses through the County's Bidding System prior to the Closing Date and Time at <https://simcoecounty.bidsandtenders.ca>.

Responses will not be accepted after the official Closing Date and Time.

3.4.1 Request for Prequalification Document Contents

It is the Bidder's responsibility to ensure that documents related to this Request for Prequalification opportunity have been downloaded from the County's Bidding System and reviewed.

This Request for Prequalification document consists of the following sections. If any item is missing please request assistance through the Bidding System by clicking the "Submit a Question" button online.

- Definitions
- Cover Page
- Table of Contents
- Opportunity Overview and Invitation
- Submission Instructions
- Terms of Procurement Process
- General Terms and Conditions
- Scope of Work

Responses shall not be restricted by any statements, or by a covering letter, or by alterations to the forms provided.

All communications, correspondence, enquiries, and Responses must be in English. Non-compliance may

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result in disqualification.

All Responses will be electronically opened through the Bidding System and will not be opened in person.

In the case of entries made on documents to be uploaded into the Bidding System, content shall be clear and legible and shall be made according to any instruction in this Request for Prequalification. Entries must be made for unit price, lump sum, extensions and totals as appropriate.

3.5 TECHNICAL SUPPORT

The County of Simcoe is utilizing the bids&tenders™ digital submission service for Response submissions. Please contact bids&tenders™ at support@bidsandtenders.ca for technical questions related to your submission.

3.6 BIDDING SYSTEM

Bidders are cautioned that the timing of their Response submission is based on when the Response is **RECEIVED** by the Bidding System, **not** when a Response is submitted by a Bidder, as Response transmission can be delayed due to file transfer size, transmission speed, etc.

Each file has a maximum size of 512MB, which may be subject to change. Bidders will upload each file individually into the Bidding System, unless required to respond directly in the Bidding System.

Files uploaded shall not be password protected or secured and the County must have the ability to print and copy text and images from the Bidders Response.

It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not defective, corrupted or blank and that the documents can be opened and viewed by the County.

You can only upload ONE file into each document upload field. If you upload more than one file into the same upload field, the last file uploaded will overwrite the prior one.

If required, you may combine multiple files into a PDF file before uploading or combine the documents into one zipped file. The combined file or zipped folder shall reference the appropriate Request for Prequalification section.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and time of the submission are governed by the bids&tenders™ web clock.

Upon successful submission of a Response, the Bidding System will send a confirmation email to the Bidder. If you do not receive a confirmation email, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca.

3.7 PRICING SCHEDULE

Pricing shall be entered directly into the Bidding System on the Schedule of Prices.

All Responses shall be priced in Canadian funds with the Harmonized Sales Tax (HST) excluded.

Bidders shall submit pricing as identified in the Request for Prequalification document.

3.8 IRREVOCABLE

All Responses will be irrevocable for a period of ninety (90) days from the Closing Date and Time for Responses or until a Contract is signed with the Successful Bidder, whichever comes first.

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3.9 INQUIRIES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

- 3.9.1 Should the Bidder require clarification as to the meaning of any part of the Request for Prequalification documents or should they have questions, the Bidder shall submit inquiries through the Bidding System by clicking the "Submit a Question" button online. Questions will be recorded and forwarded to the appropriate parties. Questions and answers will be shared with all Bidders via the Bidding System.
- 3.9.2 The County will respond to all inquiries pertaining to this Request for Prequalification. Inquiries will be accepted until the posted deadline for questions found in the Request for Prequalification details posted online, those received after that date and time shall not receive a response. Records will be retained of all inquiries and subsequent communications to Bidders.
- 3.9.3 Should the Bidder discover any provision in the Scope of Work, specifications or Request for Prequalification that is contrary to or inconsistent with any laws or regulations, they shall forthwith report it to the Director of Procurement, Fleet, & Property in writing through the Bidding System, by clicking the "Submit a Question" button online prior to the Closing Date and Time of the Request for Prequalification.
- 3.9.4 Where extraordinary conditions occur the Request for Prequalification Closing Date or Time may be extended. Bidders will be notified by way of an Addendum.
- 3.9.5 No verbal explanation or interpretation by County staff will modify any of the requirements or provisions of the Request for Prequalification documents.
- 3.9.6 IMPORTANT: This Request for Prequalification will only be amended by Addendum. If the County for any reason determines that it is necessary to provide additional information relating to this Request for Prequalification, such information will be communicated to all Bidders by one or more Addenda. Such Addenda may contain important information including significant changes to the Request for Prequalification. Bidders are responsible for obtaining all Addenda issued by the County.
- 3.9.7 Bidders shall acknowledge receipt of any Addenda when submitting their Response through the Bidding System. Bidders shall check a box for each Addendum/Addenda and any applicable attachments that has been issued before a Bidder can submit their Response submission online.
- 3.9.8 In the event an Addendum is issued within four (4) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://simcoecounty.bidsandtenders.ca> prior to submitting their Response and up until Request for Prequalification Closing Date and Time in the event additional Addendums are issued.
- 3.9.9 In the event an Addendum is issued following the submission of a Request for Prequalification, the Bidding System shall WITHDRAW the Bidders submission and change the submission to an INCOMPLETE STATUS. It is the Bidders responsibility to acknowledge the Addenda and resubmit the Response with changes that are applicable.

3.10 WITHDRAWAL OR ALTERATION OF RESPONSES

Bidders may edit or withdraw their Response prior to the Closing Date and Time. The Bidder is solely responsible to:

- (a) make any required adjustments to their Response; and
- (b) acknowledge the Addendum/Addenda; and
- (c) ensure the re-submitted Response is RECEIVED by the Bidding System no later than the Request for Prequalification Closing Date and Time.

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A Bidder who has submitted a Response may submit a further Response at any time up to the specified Closing Date and Time. The last Response received shall supersede and invalidate all Responses previously submitted by the Bidder.

No revisions to Responses are permitted after the Closing Date and Time.

3.11 LATE SUBMISSIONS

Late Responses cannot be submitted through the Bidding System after the specified Closing Date and Time and therefore will not be considered.

3.12 CONFLICT OF INTEREST

The Bidder warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Response. Where the County discovers a Bidder's failure to disclose all actual or potential conflicts of interest, the County may, in addition to any other remedies available, disqualify the Bidder.

3.13 COSTS INCURRED

The Bidder will assume all costs incurred in submitting a Response and for providing any additional information required by the County of Simcoe to facilitate the process, as well as all costs incurred in any subsequent negotiations. The County of Simcoe reserves the right to discontinue the Request for Prequalification process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more vendors.

3.14 CONSIDERATION FOR THE ENVIRONMENT

The County considers the impact on the environment when evaluating Responses. Bidders are advised to identify environmentally friendly products, services, or business practices (including carbon footprint reduction efforts) in preparation of their Response document where applicable.

4. TERMS OF THE PROCUREMENT PROCESS

4.1 PROCUREMENT BY-LAW

Responses will be requested, received, evaluated, accepted and processed in accordance with the County's Procurement By-law. By submitting a response to this RFPQ, the Bidder agrees to be bound by the terms and conditions of such By-law and any amendments from time to time, as fully as if they were incorporated herein. The County of Simcoe Procurement By-law can be viewed online at [County of Simcoe Procurement Policy](#).

4.2 ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Prequalification includes specific requirements and Specifications, and while the County has used considerable efforts to ensure an accurate representation of information in this RFPQ, the information is not represented, warranted or guaranteed by the County to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the RFPQ is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFPQ. There will be no consideration of any claim, after submission of Responses, that there is a misunderstanding with respect to the conditions imposed by the RFPQ or the Contract.

4.3 ACCEPTANCE OR REJECTION OF RESPONSES

The County of Simcoe does not bind itself to accept the lowest or any Response.

4.4 UNBALANCED RESPONSES AND DISCREPANCIES

- 4.4.1 Responses that contain prices which appear to be unbalanced and likely to adversely affect the interests of the County may be rejected.
- 4.4.2 Wherever the amount quoted for an item does not agree with the extension of the Response quantity and the quoted unit price, the unit price shall govern the amount and the total Response price shall be corrected accordingly.

4.5 ACCEPTANCE OF DOCUMENTS AND COUNTY RIGHTS

The County of Simcoe reserves the right in its absolute discretion to:

- (a) Seek written clarification from any or all Bidders in relation to their submission.
- (b) Vary, discontinue or cancel the procurement process, and/or commence a new procurement process for the same or similar deliverables, if it deems reasonable conditions exist to do so.
- (c) Accept more than one bid.
- (d) Provide additional written information to Bidders.
- (e) Accept a response for different requirements than is set out in this document.
- (f) Waive any irregularities or informalities in the process.
- (g) Cancel, add or amend the information, requirements, terms, procedures, or processes set out in this document.
- (h) Amend the proposed requirements, the description of services required or any other aspect of this document.
- (i) The County will attempt to meet all dates noted in this RFPQ but reserves the right to modify any or all dates at its discretion.

4.6 EVALUATION

- 4.6.1 All Responses shall be submitted with the understanding that the selection of a Response for discussion by the County shall not thereby result in the formation of a Contract nor shall it create any obligation on the County to enter into such discussions.
- 4.6.2 All Responses will be evaluated by the Selection Committee based on the evaluation criteria and process set out in this RFPQ. Price will not be the sole selection criterion.
- 4.6.3 Bidder selection will be on the basis of those Responses providing the best overall value to the County of Simcoe as determined by the County in its sole discretion.
- 4.6.4 Other than inserting the information requested and signing the Form of Quotation, a Bidder may not make any changes to the Form of Quotation or qualify in its Quotation the acknowledgements contained in the Form of Quotation. Quotations containing such qualifications, whether on the face of the Form of Quotation or elsewhere in a Quotation, may be disqualified, but in the event the Quotation is not disqualified in such a case, the Form of Quotation will prevail.
- 4.6.5 Bidders may be required to attend a meeting with and/or make a presentation to the Selection Committee where they will be asked to clarify information provided, demonstrate their understanding of the requirements of this RFPQ and provide a presentation of previous Work. Any and all costs incurred by Bidders to attend this demonstration including transportation, food, lodging, etc. shall be borne entirely by the Bidder. Invitations to present shall be limited to only those Bidders under consideration.

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4.7 RESPONSE EXAMINATION & CLARIFICATION

At the close of the Request for Prequalification all Responses will be examined by the County to confirm that they are compliant and otherwise complete. Responses that are determined to be compliant and otherwise complete will then be evaluated as set out in the RFPQ.

At its sole discretion, the County may seek clarification of any aspect of any Response received. The purpose of such clarification may be to enable the County to determine whether the Response complies with the RFPQ requirements.

The County's right to clarify shall include the right to request additional or missing information relating to any Response submitted and the Bidder shall, within forty-eight (48) hours of receiving a written request for clarification by the County furnish evidence satisfactory to the County.

The right of clarification is within the sole, complete and unfettered discretion of the County and is for its exclusive benefit, and may or may not be exercised by the County at any time and in respect to any or all Responses.

The right to clarify shall not impose upon the County a requirement to clarify with the Bidder any part of a Response, and where in the opinion of the County the Response is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the County may reject a Response either before or after seeking a clarification.

No such clarification shall alter the Response, or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature of quality of the Work to be supplied or performed as set out in the Response at the close of the RFPQ. Neither the review of its submission with any Bidder, nor the seeking or clarification shall in any way be deemed to be an acceptance by the County of any term or provision so clarified or be deemed to be an acknowledgement by the County of the compliance of the Response with the terms of the RFPQ. Further, it shall not oblige the County to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Response or any other Response. All clarifications shall be in writing, in a form satisfactory for inclusion in a written Contract and satisfactory to the County. The Successful Bidder shall not commence with the project until all required documentation has been received and validated by the County.

4.8 RESPONSE SELECTION COMMITTEE & PROCESS

The Response Selection Committee, may consist of, but not necessarily be limited to, representatives from the County's Clerks Department, Member Municipalities, Procurement and Finance Departments, and other technical representatives retained at the County's sole discretion.

The Response Selection Committee shall not be obliged to disclose the detailed evaluation scores of a Bidder other than to that Bidder whose score it is. Bidders will be afforded the opportunity to request a private debriefing meeting to discuss their respective evaluation scores. In the absence of manifest bad faith any evaluation carried out by the Response Selection Committee shall be considered to be fair and accurate to all Bidders for all purposes and shall not be subject to review by any court or tribunal.

If the Response contents, all requested documents and securities, are enclosed and found to be satisfactory then members of the Selection Committee will receive a copy of each Response for review. The Selection Committee will score each Response in accordance with the following evaluation criteria.

4.9 EVALUATION CRITERIA & SCORING

The intent for this prequalification process is for the evaluation committee to create a list of (3) three highest scoring pre-qualified (short-listed) applicants who will then be presented to County Council where Council will vote to determine the successful Integrity Commissioner.



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The Lower Tier Member Municipalities may present up to (3) three highest scoring short listed applicants and they may appoint and shall work directly with the Integrity Commissioner of their choosing.

Bidders agree to accept the recommendation of the evaluation committee and the decision of Simcoe County Council as final.

Applicant selection will be on the basis of those submissions that have passed the mandatory requirements and attained the highest total score and will include the following.

Evaluation Criteria	Points
<p>The following is deemed to be a mandatory component:</p> <p>Free from political influence – Bidders shall state in their submission that they have no involvement in political campaigning/endorsements or related issues with respect to candidates running for office in any municipal election, or current members of Council, or parties.</p>	Pass/Fail
<p>Proposed Price Clearly identify all costs associated with the services and details of what is included in your price and indicate methods of payment accepted, and include if your company accepts Visa.</p>	200
<p>Investigative Approach and Methodology The evaluation will consider how well the Bidder's response satisfies the requirements of the Scope of Work (i.e. limitations and benefits of your plan versus other known methods)</p>	300
<p>Demonstrated Experience The evaluation shall consider the Bidder's:</p> <ol style="list-style-type: none"> 1. Experience and skills in conducting investigations and making appropriate recommendations. 2. Familiarity with investigatory procedures and applicable legal principles, particularly as they relate to evidence, legal interpretation and natural justice; 3. Knowledge of municipal governments and municipal law, including conflict of interest legislation. Ability to interpret and apply the provisions of various statues, regulations, policies and other enabling documents. 	500
<p>Interviews (Short listed Applicants only) Bidders who have been shortlisted based on their submission may be invited to an interview with a panel where skills and qualifications will be reviewed, with questions being asked about methodologies and approaches to be used during the execution of prescribed duties.</p>	200

4.10 FINANCIAL EVALUATION AND SCORING

The financial evaluation and weighting to be applied in the evaluation of each price Response consists of a total of a possible 200 points.

The financial evaluation will be applied as follows:

- (i) The Response(s) with the lowest cost or annual value will be assigned 100% of the 200 point score.
- (ii) The financial evaluation score of every other Bidder will equal 200 points X (the lowest price submission ÷ cost of the other Response under consideration).

4.11 BASIS FOR PLACEMENT ON STANDING ARRANGEMENT LIST

The acceptance of a Response shall be based on a combination of:

- (i) completeness and comprehensiveness of Response and quality of information submitted;
- (ii) response to requirements, acceptance of Standard Terms and Conditions; and
- (iii) Interview (if required).
- (iv) **Appointment by Simcoe County Council in its sole and absolute discretion**

4.12 PRICES ALL-INCLUSIVE

The Bidder shall represent that it has fully considered all of the elements required to price the services and that the price submitted bears all such considerations. The prices quoted shall include but is not limited to the furnishing of all materials, equipment, fuel, labour, utility, postage, fax and telephone charges, travel and living expenses, administration, management and transportation services and other costs and charges necessary to provide the services contemplated under the Request for Prequalification, including all miscellaneous Work, whether specifically included in the Request for Prequalification or otherwise.

4.13 REFERENCES

On the electronic form in the Bidding System Bidders are required to provide a minimum of three (3) references from organizations in which Work of similar size and scope has been performed to that of the County of Simcoe. Public Sector references are preferred, but are not required. Where the Bidder has provided previous service to the County of Simcoe, the Bidder **must** include the County of Simcoe in the list of references complete with contact information. The County may, in its sole discretion, confirm the Bidder's experience and/or ability to provide the Work required and described in its Response by checking the Bidder's references, including any other relevant reference.

4.14 HISTORICAL PERFORMANCE

The County reserves the right to disqualify a Bidder and reject a Response on the basis of: (I) past performance on previous Contracts awarded by the County of Simcoe; (II) other relevant information that arises during this RFPQ Process, or (III) information provided by references.

4.15 PROOF OF ABILITY

The County reserves the right not to award the Contract to any Bidder who does not furnish satisfactory evidence that it has ability and experience in this type of Work and that it has sufficient capital, equipment and other resources to enable it to complete the Work successfully within the time required.

Bidders may not be considered unless known to be skilled and regularly engaged in Work of a character similar to that covered by this document.

Should additional information be required, the Bidder will, within 48 hours after being requested in writing by the County, furnish evidence satisfactory to the County of the Bidders experience and familiarity with Work of the character specified and the Bidders financial ability to carry out the Contract properly within the specified time.

4.16 NEGOTIATIONS

The County may award the Contract on the basis of Responses received, without discussion. Each Response should, therefore, contain the Bidders best terms and complete detailed information.

The County reserves the right to enter into negotiations with any Selected Bidder(s). If the County and the Selected Bidder(s) cannot negotiate a successful agreement, the County may terminate the negotiations and begin negotiations with the next Selected Bidder(s). This process will continue until an agreement has been executed or all of the Bidder(s) have been rejected. No Bidder shall have any rights against the County arising from negotiations.



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4.17 APPLICANT AWARD

The County reserves the right to accept or reject any bids in whole or in part, to negotiate with the Successful Bidder and to waive irregularities and omissions, if in so doing the best interests of the County will be served. No liability shall accrue to the County for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest priced bid does not necessarily constitute an award.

The County reserves the right to award the Contract on a split-order basis, lump sum basis, or individual-item basis or such combination as shall best serve the interests of the County in the opinion of the Director of Procurement, Fleet & Property.

The County is acting only as the RFPQ coordinator on behalf of the LTM with respect to this opportunity. Any LTM who chooses to participate is a separate legal entity who will be dealing with the Selected Bidder(s) on an individual basis, the County will not act on behalf of the LTM and vice versa.

The highest scoring proposals will be identified through the evaluation process. The evaluation team will recommend the three (3) highest scoring Bidders to County Council, and County Council shall appoint one (1) for award as the Integrity Commissioner.

Award of the Contract and appointment of the Integrity Commissioner is subject to the receipt of all necessary approvals including the approvals of Simcoe County Council in its sole and absolute discretion.

Bidders acknowledge and agree that the decision in regard to which Bidder, if any, shall be appointed as the Integrity Commissioner is entirely within the discretion of Simcoe County Council and that such decision is final.

Bidders waive and release any claims they may have against the County of Simcoe in regard to the award or decision not to award the Contract

The County is not obligated to pre-qualify to any Bidder pursuant to this RFPQ.

4.18 BIDDER NOTIFICATION

The County anticipates that it will select and notify a Successful Bidder(s) in writing within ninety (90) days of the Closing Date and Time. Upon execution of the Contract by the Successful Bidder(s) and the County of Simcoe, final bid results shall be posted on the County's Bidding System. There will be no further communication issued regarding unsuccessful submissions.

4.19 SUBJECT TO APPROVAL

Any Contract resulting from the RFPQ process will be subject to funding availability through the annual budget process as approved by County Council.

Award of the Contract and appointment of the Integrity Commissioner is subject to the receipt of all necessary approvals including the approvals of Simcoe County Council in its sole and absolute discretion.

4.20 COUNTY INFORMATION

All County information obtained by the Bidder in connection with this RFPQ is the property of the County of Simcoe and shall be treated as confidential and not used for any other purpose by the Bidder other than for replying to this Request for Prequalification, and for fulfilment of any subsequent Contract.

4.21 LIMITATION OF DAMAGES

The Bidder waives and releases the County, and its officers, employees and agents from and against any and all claims, actions, suits, proceedings or demands, however arising, whether in Contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, for loss of

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profits, overhead expenses, liabilities, costs, expenses or other losses or damages of any kind, direct or indirect, arising out of or resulting from the acceptance or non-acceptance by the County of any Response, any delay in the acceptance of a Response, or any other matters connected to this RFPQ or any subsequent negotiation process.

4.22 LEGAL CLAIMS AND DAMAGES

The Corporation of the County of Simcoe reserves the right not to accept a response from any person or corporation, including related persons and affiliated corporations: (A) who or which has brought or intends to bring an outstanding claim, demand, action, suit or legal proceeding against the County of Simcoe for damages or other relief or, (B) against whom the County of Simcoe has a claim or instituted a legal proceeding, with respect to any subject matter, occurrence(s) or transaction(s), or (C) who are currently engaged in a serious dispute with the County of Simcoe. Similarly, the County of Simcoe reserves the right not to accept a Response from any Bidder whose submitted Response lists as either the planned general Contractor or Sub-contractor or vendor, person or corporation involved in current or intended legal proceedings against the County of Simcoe.

4.23 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The County of Simcoe is a public institution and as such, all documents, Responses, Tenders or other submissions to the County, including correspondence, emails and memoranda become a public document under the custody and control of the County of Simcoe and therefore are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The County cannot assure Bidders that any portion of a Response, Tender or other document can be kept confidential under MFIPPA or as may be required by the Municipal Act and upon appeal to the Privacy Commission; a final decision will be ruled by the Province's Information and Privacy Commissioner. Should a formal access request be received by the County in accordance with MFIPPA, Bidders may be required to clearly demonstrate how their information qualifies for "third party" exemption in accordance with the Act.

4.24 DEBRIEFING

Following the conclusion of this Request for Prequalification process and upon request, debriefings are available to unsuccessful Proponents. All requests shall be in writing and submitted to bids@simcoe.ca within ten (10) days of the published award decision.

4.25 DISPUTES

Any disputes that arise as a result of this Request for Prequalification process shall be resolved through the County's Alternate Dispute Resolution process as defined within the [County of Simcoe Procurement Policy](#). Refer to Section 10.5 of the Policy for details pertaining to the alternate dispute resolution process and timelines. A written request for an explanation of the award must be received within ten (10) days to commence the alternate dispute resolution process.

4.26 GOVERNING LAW

This RFPQ process shall be governed by and construed in accordance with the laws of the Province of Ontario.

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5. GENERAL TERMS AND CONDITIONS

5.1 TERM OF CONTACT

The Integrity Commissioner shall be appointed for the term of council, ending **December 31, 2027**.

The parties may mutually agree to extend the term of this Agreement for further Council terms.

5.2 ADDITIONS AND DELETIONS

The County reserves the right, in its sole discretion, to:

- (a) Remove prequalified bidders from the Standing Arrangement List at any time due to poor performance.
- (b) Permit prequalified bidders to remove themselves from the Standing Arrangement List.
- (c) Vary, discontinue or cancel the Prequalification, and/or issue another RFPQ for the same or similar Work, if it deems reasonable conditions exist to do so.

5.3 NO GUARANTEE OF WORK

The County does not intend to create any contractual relations or obligations with any Applicant that delivers a Response, and none will be created by virtue of the County issuing this Request for Prequalification or by receiving or opening or reviewing or evaluating any Responses.

The highest scoring proposals will be identified through the evaluation process. The evaluation team will recommend the three (3) highest scoring Bidders to County Council, and County Council shall appoint one (1) for award as the Integrity Commissioner.

Award of the Contract and appointment of the Integrity Commissioner is subject to the receipt of all necessary approvals including the approvals of Simcoe County Council in its sole and absolute discretion.

Bidders acknowledge and agree that the decision in regard to which Bidder, if any, shall be appointed as the Integrity Commissioner is entirely within the discretion of Simcoe County Council and that such decision is final.

Bidders waive and release any claims they may have against the County of Simcoe in regard to the award or decision not to award the Contract

5.4 CHANGES OF APPLICANT

If there is any addition, deletion or change in the members comprising the Applicant, in the key personnel positions of the Applicant or any change in the effective control of any Applicant or member of the Applicant after a Prequalification Response has been submitted, the Applicant must notify the County's Procurement Professional in writing within five (5) working days of such change. The County of Simcoe reserves the right to terminate the candidacy or Prequalification Response of any Applicant if, in its opinion, determined in its sole discretion, the change materially adversely affects the ability of the Applicant to carry out the Scope of Work or to comply with the terms of the Request for Prequalification or any agreement resulting therefrom.

5.5 EFFECTIVE PRICING

The unit rate/pricing set out in the Bidder's Response will be firm and effective during the Term of Contract identified in Section 5.1 above.

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5.6 FUEL SURCHARGE

The County shall not consider any fuel surcharge in addition to the bid price for the Term of the Contract.

5.7 HARMONIZED SALES TAX

Unless otherwise specified, all prices quoted shall be net prices, excluding the Harmonized Sales Tax (HST). When applicable, tax shall be identified and shown as separate items on each invoice, at the rates in effect at the time when the County requests the applicable goods / service from the Contractor. In the event of changes to the applicable tax legislation during the course of the Contract to provide additional tax relief, it will be the intent of the Contract that any benefits shall accrue to the County.

5.8 BROADER PUBLIC SECTOR

Any resultant Contract between the Contractor and the County of Simcoe, including any amendments, may be accessed by any Municipality, Region, Single Tier, Town, Township, Village or any designated BPS organization. All provisions, excluding freight, shipping and delivery lead times will apply to any of the above listed entities opting to access the Contract.

5.9 INDEPENDENT CONTRACTOR

It is understood and agreed that in giving effect to the Contract, neither party shall be or be deemed a partner, agent or employee of the other party for any purpose and that their relationship to each other shall be that of independent contractor. Nothing in the Contract shall constitute a partnership or a joint venture between the parties. Neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other party. Nothing in the Contract shall be construed as to create the relationship of employer and employee between the County and the Contractor and its employees. The Contractor shall remain solely responsible for all statutory obligations imposed on an employer with respect to any individual providing services pursuant to the Contract.

5.10 SUB-CONTRACTING

The Contractor shall:

- (a) not perform any of its obligations under the Contract through the use of Sub-contractors without prior written approval by the County of such Sub-contractors;
- (b) not be relieved of any of its obligations under this Contract by use of approved Sub-contractors;
- (c) be responsible for any acts or omissions by such Sub-contractors in the course of providing any portion of the Work; and
- (d) be solely responsible for managing and communicating with such Sub-contractors.

5.11 PROFESSIONAL CONDUCT

In the event that any person employed by the Contractor in connection with the Work arising out of this Contract gives, in the opinion of the County of Simcoe, just cause for complaint, the Contractor upon written notification by the County of Simcoe shall not permit such person to continue in any future Work arising out of this Contract.

5.12 DAMAGES TO COUNTY FROM DELAYED IMPLEMENTATION

Time shall be the essence of the Contract. The services shall be delivered within the time promised, failing which the County reserves the right to cancel the Contract or proceed with an alternate Contractor.

5.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Contractor shall comply with the Accessibility for Ontarians with Disabilities Act, 2005 and all

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Regulations under this Act, including the Integrated Accessibility Standards Regulation (O. Reg. 191/11).

The Integrated Accessibility Standards Regulation (O. Reg. 191/11) establishes requirements for information and communication, employment, transportation, design of public spaces in the built environment and customer service as well as general accessibility requirements.

5.14 INSURANCE

5.14.1 General Liability Insurance

Prior to the commencement of any Work the Contractor shall provide, maintain and pay for, and provide the County with a certified copy of the policy or certificate of a general liability insurance of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per claim or occurrence to indemnify and hold harmless the County, covering any liability for property damage or personal injury, including death, which may arise from the Contractor's performance of the Contract.

The insurance policy shall provide that the County is added as an ADDITIONAL insured with respect to the completion of the Work as described in the Contract.

The insurance coverage must be maintained in force throughout the term of the agreement, and any renewal, with proof of renewal and a full copy of the policy being provided to the County yearly. The policy shall also include a cross-liability provision and thirty (30) days prior written notice of cancellation and/or of any lapses in the policies to the County. It is the responsibility of the Contractor to have this information provided to the County.

The Contractor shall be responsible for the payment of any insurance deductible amount.

5.14.2 Automobile Insurance

In addition to the general liability insurance policy noted above, and prior to the commencement of any Work the Contractor shall also provide, maintain and pay for and provide the County with a certified copy of the policy or certificate of an automobile liability policy with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per claim or occurrence, and covering for bodily injury, death and damage to property with respect to all vehicles owned or leased by the Contractor.

5.14.3 Professional Liability Insurance

The Contractor is required to provide an electronic copy of professional liability insurance coverage with a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per claim, where services or activities are professional in nature and thereby excluded under the Commercial General Liability policy.

5.14.4 Workplace Safety & Insurance Board

The Contractor shall, within ten (10) days of execution of a written Contract with the County of Simcoe, provide the County with a current WSIB Clearance Certificate. It is the Contractor's responsibility to remain in good standing with WSIB and provide current clearance certificates to the County for the duration of the Contract term.

5.15 CONFIDENTIALITY & CONFLICT OF INTEREST

5.15.1 Confidentiality

Except where either party is required to disclose any provision of the Contract in order to exercise any right or to perform any obligation under this Contract, and subject to any requirement for disclosure under any applicable law or by any regulatory authority, or pursuant to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, M.56, as amended, or to its advisors or auditors, neither party shall disclose the terms and conditions of the Contract to any other person.

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5.15.2 Publicity

The Contractor and its Sub-contractors will not issue any release or publicity concerning this Contract or its subject matter without the prior written consent of the County

5.16 HEALTH AND SAFETY

In performing the duties under the Contract:

- (a) The Contractor acknowledges that it is aware of and will abide by the provisions of the Occupational Health and Safety Act, RSO 1990, c. O.1 (the "OHSA") and the regulations, policies, and guidelines thereunder.
- (b) The Contractor shall indemnify and hold harmless the County, its respective directors, officers, council members, partners, agents, and employees from and against all claims, demands, losses, costs including legal costs, damages, actions, suits or proceedings (including by any government agency) arising as a result of any violation, or alleged violation of the OHSA or the regulations, policies, and guidelines thereunder, as such statutes, regulations, policies and guidelines may be amended or replaced from time to time.
- (c) The parties agree that the Contract is an individual project for the purposes of the OHSA and the regulations made thereunder and the Contractor acknowledges that it is the "Constructor", as defined in the OHSA, for this project and that it shall carry out all of the obligations, and shall bear all of the responsibilities, of the Constructor as set out in the OHSA and regulations including, but not limited to, the following:
 - (i) ensuring that the measures and procedures prescribed by the OHSA are carried out;
 - (ii) ensuring that every employer and every worker performing Work on the project complies with the OHSA and regulations and;
 - (iii) ensuring that the health and safety of workers on the project is protected.
- (d) All OHSA regulations for construction projects shall be strictly adhered to.

5.17 INVOICING AND PAYMENT

5.17.1 Payment by Visa – Option 1

- 5.13.1.1 Where payment is to be remitted by Visa, the Contractor must obtain a Visa number from the Contract Administrator prior to commencing the Work, and should charge the amount following approval of the Work, with a receipt of payment sent to the Contract Administrator.
- 5.13.1.2 Payment will be made based on the unit rate as set out in the Schedule of Items and Prices and in accordance with the milestone payment schedule.

5.17.2 Payment via Purchase Order/Invoice – Option 2

- 5.13.2.1 For payment via traditional purchase order and invoice, prior to issuance of an invoice, the Contractor must provide the **County's Contract Administrator** with an Advanced Invoice Notification (AIN) document clearly noting the Purchase Order number, the progress of the Work and the amount to be invoiced by location. The AIN may be a copy of the proposed invoice with the words "FOR RECEIVING PURPOSES ONLY" clearly noted on its face.
- 5.13.2.2 The final invoice should not be released until a minimum of 48 hours have passed since the AIN was sent. The invoice should reflect the units of Work and pricing as noted on the Purchase Order.
- 5.13.2.3 All invoices must be directed to The Corporation of the County of Simcoe, Accounts Payables.
- 5.13.2.4 Invoices shall be directed to the County's Accounts Payable department and submitted electronically in PDF format to accounts.payable@simcoe.ca. Hard copies may, by exception, be mailed to Accounts Payable, County of Simcoe, 1110 Highway 26, Midhurst, Ontario, L9X 1N6.

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- 5.13.2.5 Payment will be made based on the unit rate/pricing as set out in the Schedule of Prices.
- 5.13.2.6 The Contractor shall invoice the County by the 10th day of the month for services supplied during the prior month and shall include a valid County purchase order number. Following receipt of the invoice, the County shall pay the Contractor net twenty-eight (28) days.
- 5.13.2.7 All invoices shall include the following information:
- Contractor's Name/Address;
 - Date of Invoice;
 - Invoice Number;
 - Current County Purchase Order Number;
 - Invoice period (e.g. November 01 – November 30, 2021);
 - H.S.T. shown separately and Contractor's H. S. T. registration number.
- 5.13.2.8 All payments shall be processed using County of Simcoe Visa or electronic funds transfer which shall be deposited directly to the Contractors bank account. If any deviation from the accepted method of payment is necessary such deviation shall be mutually agreed upon and confirmed in writing by both the Contractor and the County.
- 5.13.2.9 New vendors to the County will be provided with the necessary documents to facilitate electronic funds transfer.

5.17.3 Electronic Funds Transfer

The County of Simcoe has implemented direct deposit payment (EFT) that requires all vendors to set up direct deposit as the method of receiving payment from the County. If your company is not already set up to receive payments from the County through direct deposit, your company will be required to complete a County of Simcoe direct deposit form and provide a void cheque upon award of an opportunity.

5.18 DISPUTES

In the event of any dispute or disagreement of any kind whatsoever arising out of the Contract or Work, representatives with decision making authority from each party shall meet and make good faith efforts to resolve the dispute through without prejudice negotiations. If the parties are unable to reach an agreement within ten (10) business days through without prejudice negotiation, the County reserves the right to immediately terminate the Contract.

5.19 TERMINATION FOR CAUSE

Despite any other provision herein, the County reserves the right at its exclusive option to immediately terminate this Contract, or part thereof, without further liability of any kind:

- For any breach of condition of the Contract by the Contractor;
- For failure by the Contractor to meet described performance standards required by the Contract;
- For failure by the Contractor to perform the Contract in a timely fashion;
- If the Contractor does not adhere to the Contract before commencing with the Work
- If the Contractor fails to commence Work on the commencement date as specified in the Contract
- If the County determines reasonably that the Contractor has abandoned the Work; or
- For any Act of God event which lasts longer than thirty (30) days.

Any termination of the Contract by the County shall be without prejudice to any other rights or remedies the County may have.

5.20 TERMINATION WITHOUT CAUSE

The County reserves the right to terminate the Contract, at any time, without cause and without liability,

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upon thirty (30) days written notice to the Contractor.

5.21 INDEMINIFICATION

Successful Contractors shall agree to at all times indemnify and save harmless the County and its municipalities and their respective councillors, officers, employees, agents, contractors and other users from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Successful Contractor, the Successful Contractor's permitted subcontractors (if any), or their officers, employees, or agents in connection with the provision of the services.

5.22 USE OF NAME

The Successful Contractor will not use the name of the County, or of any officer or employee of the County, in any advertising or publicity without the County's prior written approval.

5.23 PUBLICITY

The Contractor and its Sub-contractors will not issue any release or publicity concerning this Contract or its subject matter without the prior written consent of the County.

5.24 GOVERNING LAWS

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

6. SCOPE OF WORK

6.1 BACKGROUND

The County of Simcoe is composed of 16 member municipalities and provides crucial public services to County residents in addition to providing paramedic and social services to the separated cities of Barrie and Orillia. County Council is comprised of the Mayors and Deputy Mayors of each of its 16 member municipalities for a total of 32 members.

The County and a select number of its Lower Tier Municipalities (LTM) are seeking proposals from a third party to act as the Integrity Commissioner (IC). Service level agreements may be entered into with the County and each participating LTM. Participation and approval of this service arrangement and any associated costs are at the discretion of and may be subject to Council approval of each of the respective parties.

County of Simcoe is not able to confirm, at this time, the number of LTM who may choose to participate in this joint service. The County is acting only as the project coordinator on behalf of the LTM with respect to this RFPQ. Any LTM who chooses to participate is a separate legal entity who will be dealing with the Successful Bidder(s) on an individual basis, the County will not act on behalf of the LTM and vice versa.

Given the number of municipalities participating in this opportunity, references to "County", "Council", and "County Clerk" shall be read in the context of the engaged municipality, such as Township, Township Council and Township Clerk.

6.2 DELIVERABLES

Section 223.2 and 223.3 of the Municipal Act authorize the municipalities to establish codes of conduct for members of council and to appoint an Integrity Commissioner (IC) who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to (a) the application of the code of conduct for members of council and the code of conduct for

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members of local boards, and (b) the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of Council.

Duties of the IC are provided for in section 223.3 of the Municipal Act. Further to this, and for greater certainty, an appointed IC may be responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following for members of Council and local boards:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act, 2017, c. 10, Sched. 1, s. 19 (1).

Notwithstanding the above, the Successful Bidder may be engaged to deliver a variation of the above or prescribed services under the Municipal Act, or Municipal Conflict of Interest Act as may be determined by the LTM.

6.3 FUNCTIONAL OPERATIONS

1. The IC may delegate in writing to any person, other than a member of council, any of his or her powers and duties.
2. The IC shall be appointed for the term of council, or a term prescribed in an agreement, or until a replacement is appointed.
3. The IC shall offer his or her opinion to all members of council who request it, in strictest confidence, reporting the appropriate levels of details to the Clerk for the purposes of accounting, such as name of councillor, date of service and billable hours.
4. A request by a member of council or of a local board for advice from the IC shall be made in writing.
5. If the IC provides advice to a member of council or of a local board the advice shall be in writing.
6. The IC may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.
7. Unless otherwise instructed, the Clerk's office shall provide administrative support to the IC.
8. A complaint shall not be anonymous; an application shall collect all information the IC deems necessary.

The selection of the successful Integrity Commissioner may result in a Professional Services Agreement which does not guarantee Work and the County and or Lower Tier Municipalities are not obligated to award Work now or throughout the term of this Agreement

Services will be provided on an as required basis for the term of Council, plus one (1) year.



TOWNSHIP OF ESSA STAFF REPORT

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STAFF REPORT NO.: C016-23
DATE: September 6, 2023
TO: Committee of the Whole
FROM: Lisa Lehr, Manager of Legislative Services
SUBJECT: Impact on Essa Business Licensing - Towing and Storage Safety and Enforcement Act

RECOMMENDATION

That Staff Report C016-23 be received for information.

BACKGROUND

Section 151 of the *Municipal Act*, 2001, grants permissive authority to municipalities to provide for a system of licenses with respect to the regulation of certain businesses within the boundaries of a municipality. As a result of the aforementioned authority, the Township of Essa implemented a system of licenses requiring the following business categories to obtain a business license in order to operate in the Township of Essa:

- Kennels
- Exotic Animals
- Adult Entertainment Industry
- Seasonal Campgrounds
- Catering Trucks
- Salvage Yards
- Taxis
- Recreational Facilities
- Tow Trucks (for collision towing only)

In June 2021, the province passed the *Towing and Storage Safety and Enforcement Act* (TSSEA) (Attachment No. 1) which provides for provincial oversight of the towing and vehicle storage sectors (thereby taking authority away from municipalities to issue business licenses for the towing industry). The intent of the legislation is to provide for tighter restrictions on the industry which will assist with mitigating the element of criminality in the sector. The TSSEA has resulted in the implementation of a provincial oversight framework specific to licensing under the Ministry of Transportation (MTO) for the towing and vehicle storage sector.

In 2023, the province commenced consultation sessions with key stakeholders (OPP, municipalities) to provide oversight into their new licensing regime. The most recent consultation session held on July 14, 2023, was conducted with the Operations Division of the Ministry of Transportation (see Attachment No. 2 for presentation material).

COMMENTS AND CONSIDERATIONS

The provincial licensing regime is currently in the process a multi-year phase, with each phase highlighted below:

- January 1, 2023
 - new *Highway Traffic Act* requirements that apply to other commercial motor vehicles and establish vehicle requirements for tow trucks (ie: daily and annual inspections and use of a safety vest).
 - Tow operators and drivers are no longer exempt from CVOR requirements. They must now:
 - Conduct daily vehicle inspections
 - Conduct annual safety inspections
 - Equip tow trucks with amber lights
 - Ensure visibility when stopped on the highway
 - Ensure all to truck components are in good working order and do not exceed load limits
 - Ensure towed vehicles are secured
- July 1, 2023
 - online portal application launched and the industry can now apply for a certificate at no cost (until July 2024)
 - introduction of three certificate types:
 - Tow Operator
 - Tow Truck Driver
 - Vehicle Storage Operator
 - Part of TSSEA came into effect to set out requirements to apply for a certificate:
 - Certificate fees
 - Renewal periods
 - Director of Towing and Vehicle Storage Standard's authority to issue, refuse, suspend or add conditions to the TSSEA certificates
 - Violations of the TSSEA will now be reflected in CVOR records
- January 1, 2024
 - New TSSEA requirements including customer protection and standards of practice to professionalize the industry
 - Municipal oversight ends
 - All operators are required to have a TSSEA certificate to continue operating
 - an online portal will be live for law enforcement and municipalities to share intelligence and file complaints regarding TSSEA certificate holders
 - Tow truck operators and vehicle storage operators must have a certificate to operate and TSSEA enforcement begins
- July 1, 2024
 - Tow truck drivers must hold a TSSEA certificate to continue operating in Ontario
 - Tow drivers applying after this date must complete training requirements prior to receiving a certificate
 - Certificate fees (provincial) come into effect

As a result of the new provincial framework, municipalities no longer have authority to provide for a system of licensing tow truck companies or other components of the

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industry. In accordance with the TSSEA, municipal oversight programs must end by January 1, 2024.

The administrative effect of the TSSEA on municipalities is as follows during the transitory period:

Moving to Provincial Oversight	Remaining with municipalities
Sector licensing and oversight, including: <ul style="list-style-type: none"> ○ Customer protection and industry standards established through new provincial legislation including: <ul style="list-style-type: none"> ○ certificate eligibility criteria; ○ prohibited industry practices; and, ○ robust Director authority to cancel certificates ○ Online portal ○ Responsibility for compliance in newly established office and staff 	Amendments do NOT prevent municipalities from: <ul style="list-style-type: none"> ○ Establishing and maintaining a tow rotation (for OPP collision towing programs) ○ Developing and administering by-laws related to parking and towing from a parking lot ○ Developing and administering by-laws related to fencing, signage or other physical requirements of a premises.

Future Actions for Consideration:

- Council will be required to repeal Schedule 9 “Tow Truck Licensing” of Essa’s Business Licensing By-law 2011-20, as effective January 1, 2024, there is no authority for municipalities to license the towing industry
- Staff should work with the Nottawasaga Detachment of the OPP to determine the rotation of Essa Tow Companies used for the Nottawasaga Detachment’s Collision Towing Program (only those certified by MTO will be permitted)
- Council should consider implementing a by-law to require towing compounds to erect permanent fencing and signage on the property that serves as the tow compound.

Please Note: Correspondence from MTO has been emailed to tow truck companies in Essa informing them of the new provincial licensing framework (Attachment No. 3) and the key dates for implementation of the different phases.

FINANCIAL IMPACT

2023 Business Licensing Fees for Tow Companies are as follows:

- Company Licensing Fee - \$200.00
- Vehicle Licensing Fee - \$200.00
- Driver Licensing Fee - \$50.00

The following is a summary of business licensing fees collected for Tow Companies:

- 2022 (paid to municipality in 2021 for the 2022 licensing year)
 - \$ 9,800.00 (6 tow companies, 32 tow drivers, 35 tow trucks licensed)
- 2023 (paid to the municipality in 2022 for the 2023 licensing year)
 - \$ 11,200.00 (6 tow companies, 40 tow drivers, 40 tow trucks licensed)

As a result of the new provincial licensing regime, the municipality will suffer a loss of revenue to its Business Licensing G/L in 2024.

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 Manager of Finance Approval

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Please Note: During the July 14th consultation, this Manager did request the province to consider splitting revenue collections with municipalities during the transitory periods to assist with revenue loss. It was stated that split revenue would also provide for recovery of municipal support provided to the province leading up to the passage of the TSSEA and during the transition period to the provincial regime. Representatives from the Operations Division of MTO advised that they will present this proposal to the Minister and provide feedback once received.

SUMMARY/OPTIONS

Council may:

1. Do nothing, thereby receiving the Staff Report only.
2. Direct Staff with some other action as deemed appropriate by Council.

CONCLUSION

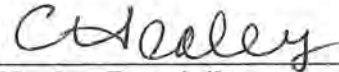
Staff recommends that Council approve Option No. 2 and 3.

Respectfully submitted:



Lisa Lehr
Manager of Legislative Services

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1. *Towing and Safety Storage and Enforcement Act, 2023 (TSSEA).*
2. Copy of MTO presentation materials from July 14, 2023 Consultation Session
3. Copy of MTO communication to Tow Companies

Information**Towing and Storage Safety and Enforcement Act (TSSEA) Regulations****Regulation Number(s):**

TBD

Instrument Type:

Information

Bill or Act:

Towing and Storage Safety and Enforcement Act; Highway Traffic Act

Summary of Decision:

Some administrative provisions of the Towing and Storage Safety and Enforcement Act (TSSEA) were approved to come into force on July 1, 2022, while some substantive sections of TSSEA were approved to come into force on July 1, 2023. A new TSSEA regulation, O. Reg. 417/22 (General), was also approved to come into effect on July 1, 2023.

These TSSEA provisions set out certificate entry and renewal requirements, and the appeal mechanisms for three certificate types (tow operator, vehicle storage operator, and tow truck driver).

Amendments to Highway Traffic Act (HTA) regulations: O. Reg. 199/07 (Commercial Motor Vehicle Inspections), Reg. 611 (Safety Inspections), Reg. 587 (Equipment), O. Reg. 424/97 (Commercial Motor Vehicle Operators' Information), O. Reg. 174/22 (Classes of Vehicles Requiring Annual and Semi-Annual Inspections), were also approved to come into effect on January 1, 2023.

These HTA amendments remove most exemptions for tow operators under the Commercial Vehicle Operator's Registration (CVOR) program and set minimum requirements for tow trucks.

Analysis of Regulatory Impact:

Ongoing issues plague the towing and storage sectors due to a subset of nefarious actors who might engage in insurance fraud, inflate invoices, or threaten and intimidate customers. There have been incidences of crime, including arson, assault, and homicide. Tow operators have been found stunt driving and driving on highway shoulders, posing significant road safety risks for Ontario road users. Combined, these issues have damaged the sector's reputation and undermined market competitiveness.

The Ministry has heard that, without intervention, these issues might lead to:

- Tow operators going out of business due to an uncompetitive market, difficulty attracting new talent, and potentially being bought by nefarious actors in the sector;
- Nefarious actors growing in number and expanding across the province;
- Escalation of violence; and
- Rising costs for insurers and customers.

To address these challenges, the Towing and Storage Safety and Enforcement Act (TSSEA) received Royal Assent on June 3, 2021. MTO is now proposing a series of regulations under the TSSEA and the Highway Traffic Act to:

- Identify certificate requirements and the process to obtain and maintain a certificate (e.g., requiring background checks, driver training);
- Set out industry and customer protection standards, including procedures for consent forms, estimates, notification, and invoices, ensuring rates are charged in accordance with rate schedules (TBD), and record keeping requirements; and
- Remove most tow operator exemptions from existing Commercial Vehicle Operator's Registration requirements.

Anticipated Costs

The existing municipal licencing system creates an annual average present value cost of \$1.5 million for the towing and storage industry. The proposed regulations under the TSSEA and the HTA are estimated to result in additional annual average present value compliance costs for the sector of up to \$5.0 million, of which \$1.5 million are administrative costs. These costs result from certificate fees, training and education, vehicle inspections, and the time required to complete the application process, keep records, notify the Ministry, and cooperate with inspections. To minimize financial impacts to the industry, the Ministry is considering multiple certificate fee options which will be the subject of future consultation.

Anticipated Benefits

The proposed regulations are expected to significantly reduce fraud and overbilling in the sector, improve competition, improve road safety, increase customer confidence, reduce the potential for vehicles being held hostage, and reduce intimidation, violence, and crime, among other benefits. The annual average present value of these benefits is estimated at approximately \$12.0 million (pending further ministry analysis). The Ministry used all currently available data sources to estimate this value. The Ministry is continuing to engage stakeholders to help further identify the extent of cost savings and fraud reduction that could be achieved through the proposal.

All cost and benefit estimates are preliminary and subject to change as the Ministry refines its analysis and receives additional input.

Further Information:

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APPENDIX 1 – Summary of Proposed Regulatory Requirements (Download Adobe Reader)

- https://www.ontario.ca/laws/statute/21t26
- https://www.ontario.ca/laws/regulation/070199
- https://www.ontario.ca/laws/regulation/900611
- https://www.ontario.ca/laws/regulation/900587

Proposal Number:

22-MTO013

Posting Date:

March 2, 2022

Summary of Proposal:

Tow operators provide an essential service on Ontario's roads. Each day, vehicles are towed for breakdowns, illegal parking, or motor vehicle collisions.

The Ministry is proposing regulations under the TSSEA and the Highway Traffic Act that outline requirements for industry to follow and how the TSSEA will be overseen. The proposed regulations apply to Ontario-based operators and drivers and will:

- Identify certificate requirements and the process to obtain and maintain certificates
- Set out customer protection standards, including procedures for consent forms, estimates, and invoices, and ensuring rates are charged in accordance with rate schedules
- Set out industry standards, including requirements for photographs and record keeping, restrictions at collision scenes, and notification procedures
- Remove most tow operator exemptions from existing CVOR requirements, e.g., daily inspection and annual vehicle inspections for smaller vehicles, record keeping, assuming responsibility for drivers
- Introduce minimum vehicle requirements for tow trucks
- Specify how the Ministry will oversee the TSSEA

The TSSEA is anticipated to replace the current oversight requirements under municipal regimes.

If approved, the proposed requirements would be rolled out in three phases to help transition the sector to the new oversight model:

- Phase 1 - effective January 1, 2023: Application of CVOR requirements that apply to other commercial motor vehicles. There will be no change to the Hours of Service exemptions.
- Phase 2 - effective July 1, 2023: registration will be required for tow operators, tow truck drivers, and vehicle storage operators to obtain a certificate required to operate in the sector. The Ministry will be authorized to revoke, suspend or cancel a certificate under the TSSEA for non-compliance. An application and renewal fee will be applied Entities that provide more than one of the regulated services (tow operation, tow truck driving, vehicle storage) will be required to hold a separate certificate for each service. The ministry will consider options for reduced fees for multiple certificate holders.
- Phase 3 - effective January 2024: modernized customer protection requirements and standards of practice for the sector.

On June 29, 2020, in response to growing violence, corruption and criminal activity in the towing industry, the province announced the establishment of a task force to develop a comprehensive provincial regulatory regime for Ontario's towing industry. The task force identified the following policy objectives for a new regulatory framework:

- 1.Promote road user and tow operator safety to prevent deaths and injuries on Ontario's roads
- 2.Improve customer protections to ensure drivers are treated fairly after they experience a collision or a breakdown
- 3.Create a level playing field with clear requirements that allow legitimate operators to prosper
- 4.Enhance intelligence gathering and enforcement and take action against unethical actors
- 5.Reduce crime and fraud throughout the towing cycle

Resulting from the towing task force's work, the government introduced the Towing and Storage Safety and Enforcement Act, 2021 (TSSEA), as part of the Moving Ontarians More Safely Act, 2021. The Act received Royal Assent on June 3, 2021.

Contact Address:

towing@ontario.ca

777 Bay Street, 30th Floor
 Toronto ON
 M7A 2J8

Effective Date:

January 1, 2023

Decision:

Approved

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Français

Towing and Storage Safety and Enforcement Act, 2021

S.O. 2021, CHAPTER 26
SCHEDULE 3

Consolidation Period: From July 1, 2023 to the e-Laws currency date.

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, the Act is amended by striking out "tow driver's" wherever it appears and substituting in each case "tow driver", except in section 13, subsections 20 (3) and (5) and subsection 21 (2). (See: 2023, c. 9, Sched. 36, s. 1)

Last amendment: 2023, c. 9, Sched. 36, s. 1-28.

Legislative History: [+]

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INTERPRETATION

Definitions

1 In this Act,

"certificate" means a tow certificate, tow driver's certificate or vehicle storage certificate, as the case may be, issued under section 5; ("certificat")

"condition", in relation to a certificate, includes a limitation, restriction or endorsement, and includes a deemed condition; ("condition")

"Director" means the Director of Towing and Vehicle Storage Standards appointed under section 49; ("directeur")

"drive", in relation to a tow truck, means to drive, use or otherwise operate the tow truck; ("conduire")

"driver's licence" has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*; ("permis de conduire")

"highway" has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*; ("voie publique")

"inspector" means an inspector appointed under section 53; ("inspecteur")

"Minister" means the Minister of Transportation or such other member of the Executive Council to whom responsibility for the administration of this Act may be assigned or transferred under the *Executive Council Act*; ("ministre")

"Ministry" means the Ministry of the Minister; ("ministère")

"motor vehicle" has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*; ("véhicule automobile")

"prescribed" means prescribed by the regulations; ("prescrit")

"regulations" means the regulations made under this Act; ("règlements")

"restricted towing zone" means a highway or part of a highway designated under section 41 as a restricted towing zone; ("zone restreinte de dépannage")

"tow certificate" means a certificate issued under section 5 to a tow operator; ("certificat de remorquage")

"tow driver's certificate" means a certificate issued under section 5 to a tow truck driver; ("certificat de conducteur de dépanneuse")

"towing", subject to the regulations, includes,

- (a) the transportation of motor vehicles using a tow truck,
- (b) any ancillary activity such as lifting a motor vehicle for the purposes of loading, towing or transporting it or placing it onto a truck or trailer for the purpose of towing or transporting, and
- (c) any other prescribed activity; ("remorquage")

"towing services", subject to the regulations, includes,

- (a) towing, recovery or transportation in respect of motor vehicles that are disabled, abandoned, impounded, seized, damaged, incomplete or inoperable or that require removal from a location for any other reason, and
- (b) any other prescribed activity; ("services de remorquage")

"tow operator" means a person who, directly or indirectly, alone or with others, operates, manages, supervises, runs or directs the offer of or provision of towing services, and includes,

- (a) an operator, as defined in subsection 16 (1) of the *Highway Traffic Act*, of a tow truck, and
- (b) any other prescribed person; ("exploitant de services de remorquage")

"tow truck" means,

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- (a) a motor vehicle commonly known as a tow truck,
- (b) a commercial motor vehicle, as defined in subsection 1 (1) of the *Highway Traffic Act*, with a flatbed that can tilt to load and that is used to tow or transport other motor vehicles, and
- (c) subject to any prescribed exceptions, a motor vehicle that is designed, modified, configured or equipped so that it is capable of towing other motor vehicles; (“dépanneuse”)

“tow truck driver” means a person who drives a tow truck for the purpose of providing towing services; (“conducteur de dépanneuse”)

“vehicle permit” means a permit as defined in subsection 6 (1) of the *Highway Traffic Act*; (“certificat d’immatriculation de véhicule”)

“vehicle storage certificate” means a certificate issued under section 5 to a vehicle storage operator; (“certificat d’entreposage de véhicules”)

“vehicle storage operator” means a person who, directly or indirectly, alone or with others, operates, manages, supervises, runs or directs the offer of or provision of vehicle storage services; (“exploitant de services d’entreposage de véhicules”)

“vehicle storage services” means the receiving and holding of towed motor vehicles and any other prescribed services; (“services d’entreposage de véhicules”)

“vehicle storage yard facility”, subject to the regulations, means a lot, yard or other premises used to provide vehicle storage services. (“installation d’entreposage de véhicules”) 2021, c. 26, Sched. 3, s. 1; 2023, c. 9, Sched. 36, s. 2.

Section Amendments with date in force (d/m/y) [+]

CERTIFICATION

Tow operators

2 (1) No person shall, except under the authority of a tow certificate and in accordance with this Act and the regulations,

- (a) provide or offer to provide towing services; or
- (b) hold themselves out as a tow operator.

Provision of towing services

(2) For the purposes of subsection (1), a person provides towing services regardless of whether the person provides the services by employing or engaging a tow truck driver to drive a tow truck that the person owns or operates or whether the person drives such a tow truck themselves.

Same

(3) For greater certainty, subsection (1) does not apply with respect to a person who drives a tow truck only on behalf of a tow operator.

Tow truck drivers

3 No person shall, except under the authority of a tow driver’s certificate and in accordance with this Act and the regulations,

- (a) drive a tow truck to provide towing services; or
- (b) hold themselves out as a tow truck driver.

Section Amendments with date in force (d/m/y) [+]

Vehicle storage operators

4 No person shall, except under the authority of a vehicle storage certificate and in accordance with this Act and the regulations,

- (a) provide or offer to provide vehicle storage services; or
- (b) hold themselves out as a vehicle storage operator.

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Certificates

Issuance

5 (1) The Director may, subject to subsection (3), issue a tow certificate, tow driver's certificate or vehicle storage certificate to an applicant, if the Director is satisfied that the applicant meets the qualifications and requirements prescribed for the certificate.

Renewal

(2) The Director may, subject to subsection (3), renew a certificate if the Director is satisfied that the holder meets the qualifications and requirements prescribed for the certificate.

No issuance or renewal despite qualification

(3) Regardless of whether an applicant or certificate holder meets the prescribed qualifications and requirements for a certificate, the Director,

- (a) shall refuse to issue or renew the certificate in the prescribed circumstances; and
- (b) may refuse to issue or renew the certificate,
 - (i) if the applicant or holder owes an outstanding fee, fine or administrative penalty, or any interest or penalty in respect of such a fee, fine or penalty, under this Act, the *Highway Traffic Act* or the *Provincial Offences Act*,
 - (ii) if the Director determines that a prescribed circumstance applies, or
 - (iii) for any prescribed reason.

One certificate only

(4) No person may hold,

- (a) more than one tow certificate;
- (b) more than one tow driver's certificate; or
- (c) more than one vehicle storage certificate.

Certificate not transferable

(5) A certificate is not transferable or assignable.

Section Amendments with date in force (d/m/y) [+]

Conditions of a certificate

6 (1) The Director may, in issuing a certificate, attach to it any condition that the Director considers appropriate, including an expiry date.

Deemed conditions

(2) Every certificate is deemed to contain the following conditions:

1. The certificate holder is required to take all reasonable precautions to prevent loss of or from, or damage to, any motor vehicle that is being towed, is being held in a vehicle storage yard facility or is otherwise under the certificate holder's control.
2. Any other prescribed condition.

Variation of conditions

(3) The Director may, at any time and as the Director considers appropriate, amend a certificate by,

- (a) varying a condition attached to the certificate, other than a condition listed under subsection (2);
- (b) attaching a condition prescribed for the purposes of this subsection to the certificate; or
- (c) removing a condition from the certificate, other than a condition listed under subsection (2).

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Compliance

(4) A certificate holder shall comply with the conditions to which the certificate is subject.

Suspension, cancellation

7 (1) The Director may suspend or cancel a certificate,

- (a) if the Director is satisfied that the holder no longer meets the qualifications and requirements prescribed for the certificate;
- (b) if the holder has contravened or failed to comply with this Act or the regulations;
- (c) if the payment of a fee for the issuance or renewal of the certificate has been dishonoured;
- (d) if the Director is satisfied that there are reasonable grounds to believe that the holder is not carrying out activities under the certificate with honesty and integrity;
- (e) for any prescribed reason; or
- (f) for any other sufficient reason. 2021, c. 26, Sched. 3, s. 7 (1); 2023, c. 9, Sched. 36, s. 3.

Automatic suspension of tow driver's certificate

(2) If the driver's licence of a holder of a tow driver's certificate is cancelled, suspended or otherwise ceases to be in force under any Act or other law, the tow driver's certificate is suspended. 2021, c. 26, Sched. 3, s. 7 (2).

Reinstatement

(3) The Director may lift a suspension of a tow driver's certificate under subsection (2) if the driver's licence is reinstated. 2021, c. 26, Sched. 3, s. 7 (3).

Section Amendments with date in force (d/m/y) [+]

Procedures for refusals, suspensions and cancellations

8 Refusals to issue or renew a certificate and suspensions and cancellations of a certificate shall be subject to the prescribed procedures, including any requirements specified by the regulations that the Director give notice of a refusal, suspension or cancellation. 2021, c. 26, Sched. 3, s. 8; 2023, c. 9, Sched. 36, s. 4.

Section Amendments with date in force (d/m/y) [+]

Appeal

9 (1) If the regulations so provide, one or more of the following decisions, as specified by the regulations and subject to any prescribed exceptions, may be appealed to the prescribed person or entity by the applicant or certificate holder in accordance with the regulations:

1. A decision to refuse to issue a certificate.
2. A decision to refuse to renew a certificate.
3. A decision to suspend a certificate.
4. A decision to cancel a certificate.
5. A decision to amend a certificate under subsection 6 (3).
6. Any other decision of the Director specified by the regulations. 2021, c. 26, Sched. 3, s. 9 (1); 2023, c. 9, Sched. 36, s. 5.

No stay

(2) Except as otherwise provided by the regulations, an appeal does not operate as a stay of the decision. 2021, c. 26, Sched. 3, s. 9 (2).

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Section Amendments with date in force (d/m/y) [+]

Inquiries re eligibility

10 A person shall respond promptly to any inquiries from the Director for information relating to the person's eligibility to hold a certificate.

PROVISION OF TOWING SERVICES AND VEHICLE STORAGE SERVICES

Requirements under tow certificate

11 (1) Every tow operator shall, in providing or offering to provide towing services,

- (a) comply with the prescribed requirements and standards respecting the provision of towing services that are applicable to the operator; and
- (b) ensure that every person employed or engaged by the operator and any other prescribed person complies with this Act and the regulations, including the prescribed requirements and standards respecting the provision of towing services. 2021, c. 26, Sched. 3, s. 11 (1); 2023, c. 9, Sched. 36, s. 6 (2).

Employment, engagement of tow truck drivers

(2) No tow operator shall employ or engage a person as a tow truck driver unless the person is the holder of a valid tow driver's certificate. 2021, c. 26, Sched. 3, s. 11 (2); 2023, c. 9, Sched. 36, s. 6 (1).

Tow truck requirements

(3) Every tow operator shall ensure that every tow truck it uses to provide towing services meets the prescribed requirements, has the prescribed equipment and is inspected and maintained in accordance with the regulations. 2021, c. 26, Sched. 3, s. 11 (3); 2023, c. 9, Sched. 36, s. 6 (1).

Section Amendments with date in force (d/m/y) [+]

Tow truck driver requirements

12 Every tow truck driver shall comply with the prescribed requirements and standards respecting the provision of towing services that are applicable to the tow truck driver. 2023, c. 9, Sched. 36, s. 7.

Section Amendments with date in force (d/m/y) [+]

Surrender of documents, etc., by driver or other person

13 On the demand of a police officer or inspector, a tow truck driver or any other person with the care, charge or control of a tow truck shall surrender the prescribed documents for inspection and furnish the prescribed information to the police officer or inspector. 2021, c. 26, Sched. 3, s. 13; 2023, c. 9, Sched. 36, s. 8.

Section Amendments with date in force (d/m/y) [+]

Vehicle impoundment if no or suspended certificate

14 (1) A police officer or inspector may detain a tow truck if the police officer or inspector is satisfied that a person was driving a tow truck on a highway at a time when,

- (a) the person did not hold a valid tow driver certificate; or
- (b) the tow operator of the tow truck did not hold a valid tow certificate. 2023, c. 9, Sched. 36, s. 9.

Same

(2) A tow truck detained under subsection (1) shall, at the cost and risk of the tow operator,

- (a) be removed to a vehicle storage yard facility as directed by a police officer or inspector; and
- (b) be impounded for seven days from the time it was detained. 2023, c. 9, Sched. 36, s. 9.

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Application of impoundment rules

(3) Except as otherwise provided by the regulations, subsections 55.2 (2) to (18) of the *Highway Traffic Act* apply, with the prescribed and any other necessary modifications, with respect to the impounding of a tow truck under subsection (2). 2023, c. 9, Sched. 36, s. 9.

Intent of impoundment

(4) The impoundment of a tow truck under this section is intended to promote compliance with this Act and the regulations and to safeguard the public, and does not constitute an alternative to any proceeding or penalty arising from the same circumstances or around the same time. 2023, c. 9, Sched. 36, s. 9.

Section Amendments with date in force (d/m/y) [+]

Vehicle storage operator requirements

15 (1) Every vehicle storage operator shall, in providing or offering to provide vehicle storage services,

(a) comply with the prescribed requirements and standards respecting the provision of vehicle storage services that are applicable to the operator; and

(b) ensure that persons employed or engaged by the operator and any other prescribed person complies with this Act and the regulations, including the prescribed requirements and standards respecting the provision of vehicle storage services. 2023, c. 9, Sched. 36, s. 9.

Vehicle storage yard facility requirements

(2) Every vehicle storage operator shall ensure that the operator's vehicle storage yard facility meets the prescribed requirements. 2023, c. 9, Sched. 36, s. 9.

Section Amendments with date in force (d/m/y) [+]

Note: Sections 16 to 38 of this Act come into force on January 1, 2024, the day named by proclamation of the Lieutenant Governor.

Insurance

16 (1) No tow certificate holder shall provide or offer to provide towing services unless the holder is insured as required by the regulations. 2021, c. 26, Sched. 3, s. 16 (1).

Same

(2) No vehicle storage certificate holder shall provide or offer to provide vehicle storage services unless the holder is insured as required by the regulations. 2021, c. 26, Sched. 3, s. 16 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 16 of the Act is amended by striking out "certificate holder" wherever it appears and substituting in each case "operator" and striking out "holder" wherever it appears and substituting in each case "operator". (See: 2023, c. 9, Sched. 36, s. 10)

Section Amendments with date in force (d/m/y) [+]

Prohibited practices

17 No certificate holder shall engage in practices that are prescribed as prohibited practices. 2021, c. 26, Sched. 3, s. 17.

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 17 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 11)

Prohibited practices

17 No tow truck driver, tow operator or vehicle storage operator shall, directly or indirectly, engage in practices that are prescribed as prohibited practices. 2023, c. 9, Sched. 36, s. 11.

9b

Section Amendments with date in force (d/m/y) [+]

Records

18 (1) Every certificate holder shall keep the prescribed records in accordance with the prescribed requirements and, on the demand of the Director, a police officer or an inspector, shall produce and surrender a copy of any such record or any information required to be contained in any such record. 2021, c. 26, Sched. 3, s. 18 (1).

Reports

(2) Every certificate holder shall submit any prescribed reports to the Director in accordance with the prescribed requirements. 2021, c. 26, Sched. 3, s. 18 (2).

Reports of collisions and incidents

(3) A tow certificate holder shall report to the Director any collision or other incident involving a tow truck owned or operated by the holder that,

- (a) resulted in injury to or the death of any person;
- (b) is required to be reported under section 199 of the *Highway Traffic Act*; or
- (c) is prescribed. 2021, c. 26, Sched. 3, s. 18 (3).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 18 (3) of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 12)

Reports of collisions and incidents

(3) A tow operator shall, upon request, provide the Director with information or documents regarding any collision or other incident involving a tow truck that was, at the time of the collision or incident, owned or operated by the tow operator. 2023, c. 9, Sched. 36, s. 12.

Section Amendments with date in force (d/m/y) [+]

PROTECTION OF USERS OF TOWING SERVICES AND VEHICLE STORAGE SERVICES

Requirements re persons using services

19 Every certificate holder shall comply with the prescribed requirements and standards respecting persons who request or receive towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 19.

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 19 of the Act is amended by striking out "certificate holder" and substituting "tow truck driver, tow operator and vehicle storage operator". (See: 2023, c. 9, Sched. 36, s. 13)

Section Amendments with date in force (d/m/y) [+]

Requirement to obtain consent for towing services

20 (1) Unless the consent of the person specified by the regulations in relation to a motor vehicle is first obtained by a tow driver's certificate holder in accordance with the regulations,

- (a) the holder shall not provide, or attempt to provide, towing services in respect of the motor vehicle; and
- (b) neither the holder nor the tow certificate holder shall charge or demand payment for any towing services in respect of the motor vehicle. 2021, c. 26, Sched. 3, s. 20 (1).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 20 (1) of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 14 (1))

Requirement to obtain consent for towing services

(1) Unless the consent of the person specified by the regulations in relation to a motor vehicle is first obtained by a tow truck driver or tow operator in accordance with the regulations,

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- (a) the tow truck driver shall not provide, or attempt to provide, towing services in respect of the motor vehicle; and
- (b) neither the tow truck driver nor the tow operator shall charge or demand payment for any towing services in respect of the motor vehicle. 2023, c. 9, Sched. 36, s. 14 (1).

Same

(2) Subsection (1) does not apply if the motor vehicle is being impounded or in any other circumstances that may be prescribed. 2021, c. 26, Sched. 3, s. 20 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 20 (2) of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 14 (1))

Same

(2) Subsection (1) does not apply if the motor vehicle is being impounded or stored at the direction of a police officer or other person with authority to direct impoundment or storage or in any other circumstances that may be prescribed. 2023, c. 9, Sched. 36, s. 14 (1).

Consent requirements

(3) The tow driver's certificate holder shall, in accordance with the regulations, document a consent required to be provided under subsection (1) and provide a copy of the signed documentation to the consenting person. 2021, c. 26, Sched. 3, s. 20 (3).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 20 (3) of the Act is amended by striking out "tow driver's certificate holder" and substituting "tow truck driver or tow operator" and striking out 'signed'. (See: 2023, c. 9, Sched. 36, s. 14 (2))

No alteration

(4) No person shall alter a documented consent after it has been signed by the parties, except as permitted by the regulations. 2021, c. 26, Sched. 3, s. 20 (4).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 20 (4) of the Act is amended by striking out "after it has been signed by the parties". (See: 2023, c. 9, Sched. 36, s. 14 (3))

Restriction on interference

(5) No tow driver's certificate holder shall attempt to obtain consent for towing services in respect of a motor vehicle if another tow driver's certificate holder has already obtained consent to provide towing services for that motor vehicle that have not yet been provided. 2021, c. 26, Sched. 3, s. 20 (5).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 20 (5) of the Act is amended by striking out "tow driver's certificate holder" wherever it appears and substituting in each case "tow truck driver". (See: 2023, c. 9, Sched. 36, s. 14 (4))

Section Amendments with date in force (d/m/y) [+]

Directions re towing

21 (1) Subject to any consent required under section 20, a tow driver's certificate holder shall, unless the regulations provide otherwise, tow the motor vehicle to the location specified by the person prescribed with respect to the motor vehicle, and in accordance with any directions that the person may give. 2021, c. 26, Sched. 3, s. 21 (1).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 21 (1) of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 15 (1))

Directions re towing

(1) Subject to any consent required under section 20, a tow truck driver shall, unless the regulations provide otherwise, tow a motor vehicle to the location specified by a person prescribed with respect to the motor vehicle. 2023, c. 9, Sched. 36, s. 15 (1).

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Information to be provided to vehicle storage operator

(2) A tow driver's certificate holder who tows a motor vehicle to a vehicle storage yard facility shall provide the prescribed information to the vehicle storage operator in accordance with the regulations. 2021, c. 26, Sched. 3, s. 21 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 21 (2) of the Act is amended by striking out "tow driver's certificate holder" and substituting "tow truck driver". (See: 2023, c. 9, Sched. 36, s. 15 (2))

Section Amendments with date in force (d/m/y) [+]

Duties of vehicle storage certificate holders

Records

22 (1) Every vehicle storage certificate holder shall, in accordance with the regulations, maintain a record of the motor vehicles towed to and removed from the holder's vehicle storage yard facility. 2021, c. 26, Sched. 3, s. 22 (1).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 22 (1) of the Act is amended by striking out "certificate holder" and substituting "operator" and by striking out "holder's" and substituting "operator's". (See: 2023, c. 9, Sched. 36, s. 16)

Notification

(2) A vehicle storage certificate holder shall, in the time and manner specified by the regulations,

(a) notify the prescribed person of the location of a motor vehicle that has been towed to the holder's vehicle storage yard facility; and

(b) provide to the person any other information that may be prescribed. 2021, c. 26, Sched. 3, s. 22 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 22 (2) of the Act is amended by striking out "certificate holder" and substituting "operator" and by striking out "holder's" and substituting "operator's". (See: 2023, c. 9, Sched. 36, s. 16)

Section Amendments with date in force (d/m/y) [+]

Requirement to obtain consent for vehicle storage services

23 (1) The vehicle storage certificate holder shall, in the time and manner specified by the regulations and in accordance with subsection (3), obtain the person's consent to the vehicle storage services. 2021, c. 26, Sched. 3, s. 23 (1).

Same

(2) Subsection (1) does not apply if the motor vehicle has been impounded or in any other circumstances that may be prescribed. 2021, c. 26, Sched. 3, s. 23 (2).

Same

(3) Except as provided by the regulations, a consent under subsection (1) must be obtained before the vehicle storage certificate holder may charge or demand payment for the vehicle storage services. 2021, c. 26, Sched. 3, s. 23 (3).

Consent requirements

(4) The vehicle storage certificate holder shall, in accordance with the regulations,

(a) document a consent required to be provided under subsection (1); and

(b) provide a copy of the documentation, signed in accordance with the regulations, to the consenting person. 2021, c. 26, Sched. 3, s. 23 (4).

No alteration

(5) No person shall alter a documented consent after it has been signed by the parties, except as permitted by the regulations. 2021, c. 26, Sched. 3, s. 23 (5).

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Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 23 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 17)

Requirement to obtain consent for vehicle storage services

23 (1) The vehicle storage operator shall, in the prescribed circumstances and in the time and manner specified by the regulations, obtain the consent of the person specified by the regulations in relation to a motor vehicle with respect to the provision of vehicle storage services in respect of the motor vehicle. 2023, c. 9, Sched. 36, s. 17.

Same

(2) Subsection (1) does not apply if the motor vehicle is being impounded or stored at the direction of a police officer or other person with authority to direct impoundment or storage or in any other circumstances that may be prescribed. 2023, c. 9, Sched. 36, s. 17.

Same

(3) Except as provided by the regulations, in the circumstances in which a consent is required under subsection (1), the consent must be obtained before the vehicle storage operator may charge or demand payment for the vehicle storage services. 2023, c. 9, Sched. 36, s. 17.

Consent requirements

(4) The vehicle storage operator shall, in accordance with the regulations,

- (a) document a consent required to be provided under subsection (1); and
- (b) provide a copy of the documentation to the consenting person. 2023, c. 9, Sched. 36, s. 17.

No alteration

(5) No person shall alter a documented consent except as permitted by the regulations. 2023, c. 9, Sched. 36, s. 17.

Section Amendments with date in force (d/m/y) [+]

Access to vehicle

24 (1) A tow driver's certificate holder shall, before towing the motor vehicle or at such other time as may be prescribed, permit the person who consented to the towing services to have access to the motor vehicle at no charge in order to retrieve personal property. 2021, c. 26, Sched. 3, s. 24 (1).

Same

(2) A vehicle storage certificate holder shall permit the owner of a motor vehicle and any other prescribed person to have reasonable access to the motor vehicle at no charge during the holder's regular business hours or, if the premises do not have regular business hours, at any time the premises are open for business, in order to retrieve personal property. 2021, c. 26, Sched. 3, s. 24 (2).

Exceptions

(3) A police officer may direct, or the regulations may provide, that subsection (1) or (2), or both, do not apply with respect to a motor vehicle. 2021, c. 26, Sched. 3, s. 24 (3).

Requirements re vehicle access

(4) In permitting a person to have access to a motor vehicle, a certificate holder shall comply with any prescribed requirements. 2021, c. 26, Sched. 3, s. 24 (4).

No pressuring

(5) No certificate holder shall retain anything that a person is entitled to retrieve under subsection (1) or (2) as a means of pressuring the person to make a payment to the holder for towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 24 (5).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 24 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 17)

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Access to vehicle

24 (1) A tow truck driver shall at such times as may be prescribed permit the owner of a motor vehicle and any other prescribed person to have reasonable access to the motor vehicle. 2023, c. 9, Sched. 36, s. 17.

Same

(2) A vehicle storage operator shall permit the owner of a motor vehicle and any other prescribed person to have reasonable access to the motor vehicle during the operator's regular business hours or, if the premises do not have regular business hours, at any time the premises are open for business. 2023, c. 9, Sched. 36, s. 17.

Exceptions

(3) A police officer or inspector may direct, or the regulations may provide, that subsection (1) or (2), or both, do not apply with respect to a motor vehicle. 2023, c. 9, Sched. 36, s. 17.

Requirements re vehicle access

(4) In permitting a person to have access to a motor vehicle under subsection (1) or (2), a tow truck driver or vehicle storage operator, as the case may be, shall comply with any prescribed requirements. 2023, c. 9, Sched. 36, s. 17.

No pressuring

(5) No tow truck driver, tow operator or vehicle storage operator shall retain anything found in a motor vehicle as a means of pressuring a person to make a payment for towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 17.

Section Amendments with date in force (d/m/y) [+]

Restriction on passengers in tow trucks

25 No tow driver's certificate holder shall allow a person to travel as a passenger in a tow truck, except,

- (a) if the person is travelling as a passenger for the purpose of assisting the tow truck driver in carrying out towing services; or
- (b) as permitted by, and in accordance with, the regulations. 2021, c. 26, Sched. 3, s. 25.

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 25 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 17)

Restriction on passengers in tow trucks

25 No tow truck driver shall allow a prescribed person to travel as a passenger in a tow truck. 2023, c. 9, Sched. 36, s. 17.

Section Amendments with date in force (d/m/y) [+]

Estimates

Towing services, if consent

26 (1) If consent to towing services is required under section 20, the tow driver's certificate holder or tow certificate holder, as the case may be, shall, before the consent is obtained or at such other time as may be prescribed, provide an estimate for the services in accordance with the prescribed requirements to the person who would be providing the consent, together with any other prescribed document or information. 2021, c. 26, Sched. 3, s. 26 (1).

Vehicle storage services, if consent

(2) If consent to vehicle storage services is required under section 23, a vehicle storage certificate holder shall, when obtaining the consent, provide an estimate for the services in accordance with the prescribed requirements to the person who would be providing the consent, together with any other prescribed document or information. 2021, c. 26, Sched. 3, s. 26 (2).

Exceptions

(3) Subsections (1) and (2) do not apply in the prescribed circumstances. 2021, c. 26, Sched. 3, s. 26 (3).

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If no consent

(4) If consent under section 20 or 23 is not required, the tow driver's certificate holder, tow certificate holder or vehicle storage certificate holder, as the case may be, shall provide an estimate in accordance with the regulations. 2021, c. 26, Sched. 3, s. 26 (4).

No charge for estimate

(5) No certificate holder shall charge or demand payment for preparing an estimate. 2021, c. 26, Sched. 3, s. 26 (5).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 26 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 17)

Estimates, towing and storage services

26 (1) A tow truck driver or tow operator shall provide estimates with respect to towing services and a vehicle storage operator shall provide estimates with respect to vehicle storage services. 2023, c. 9, Sched. 36, s. 17.

Same

(2) The estimates referred to in subsection (1) shall be provided in the prescribed circumstances, to the prescribed persons and in accordance with the prescribed requirements. 2023, c. 9, Sched. 36, s. 17.

No charge for estimate

(3) A person listed in subsection (1) shall not charge or demand payment for preparing an estimate. 2023, c. 9, Sched. 36, s. 17.

Section Amendments with date in force (d/m/y) [+]

Invoices

Towing services

27 (1) No tow certificate holder or tow driver's certificate holder shall charge or demand payment for towing services unless the holder first provides to the person receiving the services an invoice in accordance with the regulations. 2021, c. 26, Sched. 3, s. 27 (1).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 27 (1) of the Act is repealed and the following substituted (See: 2023, c. 9, Sched. 36, s. 18)

Towing services

(1) No tow operator or tow truck driver shall charge or demand payment for towing services without first providing an invoice to the person receiving the services in accordance with the regulations. 2023, c. 9, Sched. 36, s. 18.

Vehicle storage services

(2) No vehicle storage certificate holder shall charge or demand payment for vehicle storage services unless the holder first provides to the person receiving the services an invoice in accordance with the regulations. 2021, c. 26, Sched. 3, s. 27 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 27 (2) of the Act is repealed and the following substituted (See: 2023, c. 9, Sched. 36, s. 18)

Vehicle storage services

(2) No vehicle storage operator shall charge or demand payment for vehicle storage services without first providing an invoice to the person receiving the services in accordance with the regulations. 2023, c. 9, Sched. 36, s. 18.

Exceptions

(3) Subsections (1) and (2) do not apply in the prescribed circumstances. 2021, c. 26, Sched. 3, s. 27 (3).

Section Amendments with date in force (d/m/y) [+]

Charges for services

28 (1) No certificate holder shall charge an amount for towing services or vehicle storage services, or for any related or ancillary services that may be prescribed, that is not in accordance with the regulations. 2021, c. 26, Sched. 3, s. 28 (1).

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No charging for work not done

(2) No certificate holder shall charge an amount for towing services or vehicle storage services that were not actually provided. 2021, c. 26, Sched. 3, s. 28 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 28 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 19)

Charges for services

Minister's regulations

28 (1) The Minister may make regulations governing amounts payable for towing services, vehicle storage services and any services related or ancillary to either. 2023, c. 9, Sched. 36, s. 19.

Same

(2) Without limiting the generality of subsection (1), the regulations may,

- (a) prescribe maximum amounts that may be charged, which may include different maximum amounts in respect of,
 - (i) different services,
 - (ii) different classes of motor vehicles,
 - (iii) different geographical regions, and
 - (iv) such other criteria as the Minister considers appropriate;
- (b) establish and govern procedures to be followed in relation to the charging of amounts for towing services or vehicle storage services and any services related or ancillary to either and requiring compliance with the procedures;
- (c) govern the payment of amounts for towing services or vehicle storage services and any services related or ancillary to either, including methods of payment;
- (d) provide that a specified service not be subject to a charge;
- (e) prescribe criteria that the Director shall take into consideration when determining whether an amount is unreasonably high under subsection (7);
- (f) establish and govern procedures to be followed by the Director when *giving a notice* under subsection (7). 2023, c. 9, Sched. 36, s. 19.

Submission of amounts

(3) Every tow operator and vehicle storage operator shall submit to the Director the amount to be charged for each towing service and vehicle storage service that the operator provides and for any related or ancillary services the operator provides. 2023, c. 9, Sched. 36, s. 19.

Maximum amounts

(4) An amount submitted under subsection (3) in respect of a service shall not exceed the applicable maximum amount prescribed under subsection (1) in respect of the service, if any. 2023, c. 9, Sched. 36, s. 19.

Same

(5) If an operator submitted an amount in respect of a service under subsection (3) or (7) and subsequently an applicable maximum amount that is lower than the submitted amount is prescribed under subsection (1), the operator shall submit to the Director an amount that does not exceed the prescribed maximum amount. 2023, c. 9, Sched. 36, s. 19.

Publication by Director

(6) The Director shall publish a list of all amounts submitted under subsection (3) on a website of the Government of Ontario and, if a subsequent amount is submitted under subsection (5) or (7), the Director shall update the list to reflect the most recently submitted amount. 2023, c. 9, Sched. 36, s. 19.

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Unreasonable amount

(7) If there is no applicable prescribed maximum amount in respect of a service provided by an operator and the Director is of the opinion that the most recent amount submitted by the operator in respect of the service is unreasonably high, the Director may, by giving written notice to the operator,

- (a) require the operator to submit a lower amount in respect of the service within the time period specified in the notice; and
- (b) specify a maximum amount that may be charged by the operator in respect of the service during the period starting on *the day the notice is given* and ending on the day that the amount submitted under clause (a) is published by the Director under subsection (6). 2023, c. 9, Sched. 36, s. 19.

Compliance

(8) An operator to whom a written *notice is given* under subsection (7) shall comply with the notice within the time period specified in the notice. 2023, c. 9, Sched. 36, s. 19.

Prohibition re charges

(9) Subject to subsections (10) and (11), no person shall charge an amount in respect of towing services or vehicle storage services, or any related or ancillary services, that exceeds the amount published under subsection (6) in respect of the person and the service. 2023, c. 9, Sched. 36, s. 19.

Same

(10) If subsection (5) applies, no person shall charge an amount for a service that exceeds the applicable prescribed maximum amount starting on the day the applicable prescribed maximum amount first applies to the person. 2023, c. 9, Sched. 36, s. 19.

Same

(11) If clause (7) (b) applies to an operator, the operator shall not charge an amount for a service that exceeds the amount specified in the notice during the period described in that clause. 2023, c. 9, Sched. 36, s. 19.

No charging for work not done

(12) No person shall charge an amount for towing services or vehicle storage services that were not actually provided. 2023, c. 9, Sched. 36, s. 19.

Section Amendments with date in force (d/m/y) [+]

Restrictions on inducements

29 (1) No certificate holder shall, directly or indirectly, give or receive or offer to give or receive anything in consideration of the furnishing of information or advice given in respect of the occurrence of a collision or the presence of a motor vehicle that requires towing, for the purpose of,

- (a) obtaining work providing towing services or vehicle storage services; or
- (b) enabling any other person to obtain work providing towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 29 (1).

Same

(2) No certificate holder shall, directly or indirectly, give or receive or offer to give or receive anything in consideration of the furnishing of information or advice given in respect of,

- (a) the repair, appraisal or wrecking of a motor vehicle; or
- (b) the referral of a person whose motor vehicle requires towing services or vehicle storage services to any prescribed service. 2021, c. 26, Sched. 3, s. 29 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 29 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 20)

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Restrictions on inducements

29 (1) No person shall, directly or indirectly, give or receive or offer to give or receive anything in consideration of the furnishing of information or advice given in respect of the occurrence of a collision or the presence of a motor vehicle that requires towing, for the purpose of,

- (a) obtaining work providing towing services or vehicle storage services; or
- (b) enabling any other person to obtain work providing towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 20.

Same

(2) No person shall, directly or indirectly, give or receive or offer to give or receive anything in consideration of the furnishing of information or advice given in respect of,

- (a) the repair, appraisal or wrecking of a motor vehicle; or
- (b) the referral of a person whose motor vehicle requires towing services or vehicle storage services to,
 - (i) a towing service,
 - (ii) a vehicle storage service, or
 - (iii) any other prescribed service. 2023, c. 9, Sched. 36, s. 20.

Section Amendments with date in force (d/m/y) [+]

Restrictions on referrals

30 (1) Subject to subsection (2), no certificate holder shall refer a person whose motor vehicle requires towing services or vehicle storage services to any person or entity in relation to a service referred to in subsection 29 (2). 2021, c. 26, Sched. 3, s. 30 (1).

Same

(2) A certificate holder may refer a person whose motor vehicle requires towing services or vehicle storage services to a person or entity in relation to a service referred to in clause 29 (2) (a), if the person requests the referral. 2021, c. 26, Sched. 3, s. 30 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 30 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 20)

Restrictions on referrals

30 (1) Subject to subsection (2), no person shall refer a person whose motor vehicle requires towing services or vehicle storage services to any person or entity in relation to a service referred to in subsection 29 (2). 2023, c. 9, Sched. 36, s. 20.

Same

(2) A tow truck driver, tow operator or vehicle storage operator may refer a person whose motor vehicle requires towing services or vehicle storage services to a person or entity in relation to a service referred to in clause 29 (2) (a) or subclause 29 (2) (b) (i) or (ii) if the driver or operator has disclosed any interest in respect of the service to the person in accordance with subsection 31 (1). 2023, c. 9, Sched. 36, s. 20.

Section Amendments with date in force (d/m/y) [+]

Disclosure of interest

31 (1) Every certificate holder who, directly or indirectly, has an interest in any of the following shall, in accordance with the regulations and with subsection (2), disclose to a person to whom the holder is providing towing services or vehicle storage services, as the case may be, and to any other prescribed person, the nature and extent of the interest:

1. A vehicle storage yard facility to which the motor vehicle may be towed.
2. Any other location to which the motor vehicle may be towed for repair, storage, appraisal or other similar purpose.
3. Any person or entity to whom the holder refers the person to whom the holder is providing the services. 2021, c. 26, Sched. 3, s. 31 (1).

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No demand for payment before disclosure

(2) The disclosure required to be made under subsection (1) must be made before the certificate holder charges for or demands any payment for any of the towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 31 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 31 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 20)

Disclosure of interest

31 (1) Every tow truck driver, tow operator and vehicle storage operator who, directly or indirectly, has an interest in any of the following shall, in accordance with the regulations and with subsection (2), disclose to a person to whom the driver or operator is providing towing services or vehicle storage services, as the case may be, and to any other prescribed person, the nature and extent of the interest:

1. A vehicle storage yard facility to which the motor vehicle may be towed.
 2. Any other location to which the motor vehicle may be towed for repair, storage, appraisal or other similar purpose.
 3. Any person or entity to whom the driver or operator refers the person to whom the driver or operator is providing the services.
- 2023, c. 9, Sched. 36, s. 20.

No demand for payment before disclosure

(2) The disclosure required to be made under subsection (1) must be made before the tow truck driver, tow operator and vehicle storage operator charges for or demands any payment for any of the towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 20.

Section Amendments with date in force (d/m/y) [+]

Illegal charges

Not payable

32 (1) An amount charged in contravention of or non-compliance with this Act or the regulations is not collectable or payable. 2021, c. 26, Sched. 3, s. 32 (1).

Shall not be retained

(2) No person shall demand, receive, accept or retain an amount charged or paid in contravention of or non-compliance with this Act or the regulations, and shall provide a refund of such an amount in accordance with the regulations. 2021, c. 26, Sched. 3, s. 32 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 32 (2) of the Act is amended by striking out "in accordance with the regulations". (See: 2023, c. 9, Sched. 36, s. 21)

May be recovered

(3) Any amount that a person fails to refund under subsection (2) is recoverable by the person who made the payment in a court of competent jurisdiction. 2021, c. 26, Sched. 3, s. 32 (3).

Section Amendments with date in force (d/m/y) [+]

False information

33 (1) No certificate holder shall falsify any information or document that the holder is required to provide under this Act or any other prescribed Act. 2021, c. 26, Sched. 3, s. 33 (1).

Same

(2) No certificate holder shall assist or counsel any person who requests or receives towing services or vehicle storage services to falsify any information or document that the person requesting or receiving the services is required to provide under this Act or any other prescribed Act. 2021, c. 26, Sched. 3, s. 33 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 33 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

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False information

33 (1) No person shall falsify any information or document that the person is required to provide under this Act or any other prescribed Act. 2023, c. 9, Sched. 36, s. 22.

Same

(2) No person shall assist or counsel any person who requests or receives towing services or vehicle storage services to falsify any information or document that the person requesting or receiving the services is required to provide under this Act or any other prescribed Act. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

No coercion

34 (1) No person shall coerce, intimidate or threaten a person for the purpose of obtaining or seeking to obtain consent to towing services or vehicle storage services or into paying compensation for the services or for any related or ancillary services. 2021, c. 26, Sched. 3, s. 34 (1).

Related conduct

- (2) No person shall coerce, intimidate or threaten any other person for the purpose of,
- (a) obtaining work providing towing services or vehicle storage services; or
 - (b) preventing a certificate holder from obtaining work providing towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 34 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 34 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

No coercion

34 (1) No person shall coerce, intimidate or threaten a person for the purpose of obtaining or seeking to obtain consent to towing services or vehicle storage services or into paying compensation for the services or for any related or ancillary services. 2023, c. 9, Sched. 36, s. 22.

Related conduct

- (2) No person shall coerce, intimidate or threaten any other person for the purpose of,
- (a) obtaining work providing towing services or vehicle storage services; or
 - (b) preventing the other person from obtaining work providing towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

Information to be provided

35 (1) Every certificate holder shall, in accordance with the regulations, provide the prescribed information to persons requesting or receiving towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 35 (1).

Same

(2) Every certificate holder shall, in accordance with the regulations, post or display the prescribed information. 2021, c. 26, Sched. 3, s. 35 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 35 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

Information to be provided

35 (1) Every tow truck driver, tow operator and vehicle storage operator shall, in accordance with the regulations, provide the prescribed information to persons requesting or receiving towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 22.

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Same

(2) Every tow truck driver, tow operator and vehicle storage operator shall, in accordance with the regulations, post or display the prescribed information. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

Representations

36 (1) Every certificate holder shall comply with the prescribed requirements and standards respecting the making of representations to persons requesting or receiving towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 36 (1).

Misrepresentation prohibited

(2) No certificate holder shall make any representation, whether written, oral or implied, that is misleading, inaccurate or false in order to induce a person to consent to towing services or vehicle storage services. 2021, c. 26, Sched. 3, s. 36 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 36 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

Representations

36 (1) Every tow truck driver, tow operator and vehicle storage operator shall comply with the prescribed requirements and standards respecting the making of representations to persons requesting or receiving towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 22.

Misrepresentation prohibited

(2) No person shall make any representation, whether written, oral or implied, that is misleading, inaccurate or false in order to induce a person to consent to towing services or vehicle storage services. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

Complaints

37 (1) The Director may,

- (a) receive complaints concerning conduct that may be in contravention of or non-compliance with this Act or the regulations;
- (b) make written requests to certificate holders for information regarding complaints;
- (c) attempt to resolve complaints concerning any conduct that comes to the Director's attention that may be in contravention of or non-compliance with this Act or the regulations, or refer such complaints to a prescribed complaint resolution process to be dealt with in accordance with the regulations; and
- (d) if the Director is of the opinion that a certificate holder has contravened or failed to comply with this Act or the regulations, impose a prescribed sanction or take any other prescribed action, as the Director considers appropriate, in accordance with the regulations. 2021, c. 26, Sched. 3, s. 37 (1).

Request for information

(2) A request under clause (1) (b) shall indicate the nature of the complaint. 2021, c. 26, Sched. 3, s. 37 (2).

Duty to comply

(3) A certificate holder who receives a written request under clause (1) (b) shall provide the requested information to the Director. 2021, c. 26, Sched. 3, s. 37 (3).

Prohibition, obstruction, etc.

(4) No person shall hinder, obstruct or interfere with the review of a complaint, refuse to answer questions on relevant matters or provide information on matters relevant to the complaint that the person knows to be false or misleading. 2021, c. 26, Sched. 3, s. 37 (4).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 37 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

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Complaints

37 (1) The Director may,

- (a) receive complaints concerning conduct that may be in contravention of or non-compliance with this Act or the regulations;
- (b) make written requests to persons for information regarding complaints;
- (c) attempt to resolve complaints concerning any conduct that comes to the Director's attention that may be in contravention of or non-compliance with this Act or the regulations, or refer such complaints to a prescribed complaint resolution process to be dealt with in accordance with the regulations; and
- (d) if the Director is of the opinion that a person has contravened or failed to comply with this Act or the regulations, impose a prescribed sanction or take any other prescribed action, as the Director considers appropriate, in accordance with the regulations. 2023, c. 9, Sched. 36, s. 22.

Request for information

(2) A request under clause (1) (b) shall indicate the nature of the complaint. 2023, c. 9, Sched. 36, s. 22.

Duty to comply

(3) A person who receives a written request under clause (1) (b) shall provide the requested information to the Director. 2023, c. 9, Sched. 36, s. 22.

Prohibition, obstruction, etc.

(4) No person shall hinder, obstruct or interfere with the review of a complaint, refuse to answer questions on relevant matters or provide information on matters relevant to the complaint that the person knows to be false or misleading. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

COLLISION SCENES

Restriction on provision of towing services at collision

38 (1) No tow driver's certificate holder shall provide or offer to provide towing services, or park or stop a tow truck, on a highway within 200 metres of,

- (a) the scene of a collision or apparent collision; or
- (b) a motor vehicle involved in a collision. 2021, c. 26, Sched. 3, s. 38 (1).

Exception

(2) Subsection (1) does not apply with respect to a tow driver's certificate holder who is at the scene of a collision at the request of a police officer, inspector or person involved in the collision. 2021, c. 26, Sched. 3, s. 38 (2).

Restricted towing zones

(3) Nothing in subsection (2) authorizes a tow driver's certificate holder to provide or offer to provide services in a restricted towing zone if the tow certificate holder is not authorized to provide towing services in that zone. 2021, c. 26, Sched. 3, s. 38 (3).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 38 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

Collision Scenes

Restriction on provision of towing services at collision

38 (1) No tow truck driver or tow operator shall provide or offer to provide towing services, or park or stop a tow truck, on a highway within 200 metres of,

- (a) the scene of a collision or apparent collision; or
- (b) a motor vehicle involved in a collision. 2023, c. 9, Sched. 36, s. 22.



Exception

(2) Subsection (1) does not apply with respect to a tow truck driver who is at the scene of a collision at the request of a police officer, inspector or person involved in the collision. 2023, c. 9, Sched. 36, s. 22.

Restricted towing zones

(3) Nothing in subsection (2) authorizes a tow truck driver or any other person with the care, charge or control of a tow truck to provide or offer to provide services in a restricted towing zone if the tow operator is not authorized to provide towing services in that zone. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

Compliance with directions at collision scene

39 (1) Every tow driver's certificate holder shall comply with any reasonable direction given to the holder by a police officer, inspector or firefighter who is present at the scene of a collision. 2021, c. 26, Sched. 3, s. 39 (1).

Same

(2) Every tow driver's certificate holder shall comply with a direction of a police officer or inspector who is present at the scene of a collision to,

- (a) leave the scene of the collision; or
- (b) stay at least 200 metres away from the scene for such time as the police officer or inspector may direct. 2021, c. 26, Sched. 3, s. 39 (2).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, section 39 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 22)

Compliance with directions at collision scene

39 (1) Every tow truck driver shall comply with any reasonable direction given by a police officer, inspector or firefighter who is present at the scene of a collision. 2023, c. 9, Sched. 36, s. 22.

Same

- (2) Every tow truck driver shall comply with a direction of a police officer or inspector who is present at the scene of a collision to,
- (a) leave the scene of the collision; or
 - (b) stay at least 200 metres away from the scene for such time as the police officer or inspector may direct. 2023, c. 9, Sched. 36, s. 22.

Section Amendments with date in force (d/m/y) [+]

Note: Sections 40 to 45 of this Act come into force on a day to be named by proclamation of the Lieutenant Governor.

RESTRICTED TOWING ZONES

Restricted towing zones

40 No person shall provide or offer to provide towing services in a restricted towing zone, except as permitted under section 41.

Designation of restricted towing zones

41 (1) A King's Highway or parts of a King's Highway may be designated in the regulations as a restricted towing zone, and the Director may authorize a tow certificate holder to provide towing services in that zone.

Same, municipality

(2) A prescribed municipality may by by-law designate any highway or part of a highway under its jurisdiction as a restricted towing zone, and may authorize a tow certificate holder to provide towing services in that zone.

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Prohibition

(3) If a tow certificate holder has been authorized to provide towing services in a restricted towing zone, no other tow certificate holder shall provide or offer to provide towing services in that zone.

Exception

(4) Subsection (3) does not apply with respect to the provision of towing services to a person in charge of a police department vehicle, a road service vehicle or other motor vehicle owned or operated by or on behalf of the road authority that has jurisdiction and control over the highway, or a person acting under the direction of a police officer or road authority.

Tow trucks to be marked

42 (1) A tow certificate holder authorized under section 41 to provide towing services in a restricted towing zone shall ensure that every tow truck it uses to provide the services in that zone,

- (a) displays the holder's name; and
- (b) displays, in a clearly visible position on each side of and on the back of the tow truck, a sign showing the holder's authorization to provide towing services in the zone. 2021, c. 26, Sched. 3, s. 42 (1).

Same

(2) No tow driver's certificate holder shall drive a tow truck displaying information described in clause (1) (a) or (b) unless the holder is driving the tow truck on behalf of the authorized tow certificate holder. 2021, c. 26, Sched. 3, s. 42 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, section 42 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 23)

Tow trucks to be marked

42 (1) A tow certificate holder authorized under section 41 to provide towing services in a restricted towing zone shall ensure that every tow truck it uses to provide the services in that zone,

- (a) displays the holder's name; and
- (b) displays, in a clearly visible position on each side of the tow truck, a sign showing the holder's authorization to provide towing services in the zone. 2023, c. 9, Sched. 36, s. 23.

Same

(2) No tow truck driver shall drive a tow truck displaying information described in clause (1) (a) or (b) unless they are driving the tow truck on behalf of the authorized tow certificate holder. 2023, c. 9, Sched. 36, s. 23.

Section Amendments with date in force (d/m/y) [+]

Documents to be carried

43 Every tow driver's certificate holder driving a tow truck in a restricted towing zone on behalf of an authorized tow certificate holder shall carry proof of the authorization. 2021, c. 26, Sched. 3, s. 43.

Note: On a day to be named by proclamation of the Lieutenant Governor, section 43 of the Act is repealed and the following substituted: (See: 2023, c. 9, Sched. 36, s. 23)

Documents to be carried

43 Every tow truck driver driving a tow truck in a restricted towing zone on behalf of an authorized tow certificate holder shall carry proof of the authorization. 2023, c. 9, Sched. 36, s. 23.

Section Amendments with date in force (d/m/y) [+]

DISPATCH SERVICES

Dispatch services

44 (1) One or more dispatch services may be designated by the regulations for the purpose of governing the dispatching of tow trucks or prescribed classes of tow trucks.

Requirement to use

(2) The persons specified by the regulations shall use a designated dispatch service in accordance with the regulations.

PENALTIES AND OFFENCES

Administrative penalties

Purpose

45 (1) An administrative penalty may be imposed under this section in order to promote compliance with this Act and the regulations.

Order imposing administrative penalties

(2) If a prescribed person is satisfied that a person is contravening or not complying with or has contravened or failed to comply with a prescribed provision of this Act or of the regulations, the prescribed person may, by order, impose an administrative penalty on the person in accordance with this section and the regulations.

May only be imposed on prescribed persons

(3) An administrative penalty may only be imposed on a person who belongs to a prescribed class.

May be imposed with other measures

(4) An administrative penalty may be imposed alone or in conjunction with any other regulatory measure provided by this or any other Act; however, an administrative penalty may not be imposed if the person is charged with an offence under this Act in respect of the same contravention or failure to comply.

Limitation

(5) An administrative penalty may only be imposed within the prescribed time period.

No right to be heard

(6) There is no right to be heard before an order imposing an administrative penalty is made.

Appeal

(7) A person who is subject to an order imposing an administrative penalty may, in accordance with the regulations, appeal the order to a person or entity prescribed for the purpose of this subsection, who may confirm, vary or set aside the order.

Same

(8) An appeal commenced under subsection (7) operates as a stay of the order until the matter is finally disposed of.

Parties to judicial review

(9) The parties to any judicial review brought in respect of this section are,

- (a) the person subject to the order imposing an administrative penalty; and
- (b) the prescribed person referred to in subsection (2).

Maximum administrative penalty

(10) An administrative penalty shall not exceed \$100,000 or such lesser amount as may be prescribed.

9b

Enforcement

(11) If a person fails to pay an administrative penalty in accordance with the terms of the order imposing the penalty, the Director may file the order with the Superior Court of Justice and the order may be enforced as if it were an order of the court.

Same

(12) For the purposes of section 129 of the *Courts of Justice Act*, the date on which the order is filed with the court is deemed to be the date of the order.

Same

(13) An administrative penalty that is not paid in accordance with the terms of the order imposing the penalty is a debt due to the Crown and is also enforceable as such.

Offences

46 (1) Every person who contravenes or fails to comply with this Act or a regulation is guilty of an offence and on conviction is liable to a penalty determined in accordance with subsection (2) or (3), as the case may be. 2021, c. 26, Sched. 3, s. 46 (1).

Penalties

(2) Subject to subsection (3), every person convicted of an offence under subsection (1) is liable,

- (a) for a first offence, to a fine of not less than \$250 and not more than \$1,000; and
- (b) for each subsequent offence, to a fine of not less than \$1,000 and not more than \$5,000. 2021, c. 26, Sched. 3, s. 46 (2).

Same

(3) Every person convicted of an offence under subsection (1) in respect of a provision listed in subsection (4), or of an offence under subsection (7), (8) or (10), is liable,

- (a) for a first offence, to a fine of not less than \$2,000 and not more than \$10,000, or to imprisonment for a term of not more than six months, or to both; and
- (b) for each subsequent offence, to a fine of not less than \$5,000 and not more than \$50,000, or to imprisonment for a term of not more than six months, or to both. 2021, c. 26, Sched. 3, s. 46 (3).

Same

(4) Subsection (3) applies with respect to subsection 2 (1), sections 3 and 4, subsections 11 (2), 21 (1), 24 (5), 28 (1) and (2), 32 (2), 33 (1) and (2), 34 (1) and (2) and 37 (4). 2021, c. 26, Sched. 3, s. 46 (4).

Note: On January 1, 2024, the day named by proclamation of the Lieutenant Governor, subsection 46 (4) of the Act is amended by striking out "28 (1) and (2)" and substituting "28 (9) to (12)". (See: 2023, c. 9, Sched. 36, s. 24)

Same

(5) An offence committed more than five years after a previous conviction for the same offence is not a subsequent offence for the purposes of clause (2) (b) or (3) (b). 2021, c. 26, Sched. 3, s. 46 (5).

Penalty, corporations

(6) Despite subsections (2) and (3), a corporation convicted of an offence under this Act is liable to a fine of not more than \$100,000. 2021, c. 26, Sched. 3, s. 46 (6).

Offence, false statement, inaccurate information

(7) Every person who submits a false or inaccurate document, makes a false statement or includes inaccurate information in or with an application, declaration, affidavit or other document required by the Director or under this Act is guilty of an offence. 2021, c. 26, Sched. 3, s. 46 (7).

Same

(8) Every person who displays, presents or surrenders a document required by the Director or under this Act that is fictitious, an imitation or altered, is guilty of an offence. 2021, c. 26, Sched. 3, s. 46 (8).

Same, defence

(9) A person is not guilty of an offence under subsection (7) or (8) if the person exercised all reasonable care to avoid contravening the subsection. 2021, c. 26, Sched. 3, s. 46 (9).

Offence, corporate director or officer

(10) If a corporation commits an offence under subsection (7) or (8), every director or officer of the corporation who authorized, permitted or concurred in the commission of the offence is also guilty of the offence. 2021, c. 26, Sched. 3, s. 46 (10).

Limitation

(11) Subject to subsection (12), no proceeding for an offence under this section shall be commenced more than two years after the facts on which the proceeding is based first came to the knowledge of the Director. 2021, c. 26, Sched. 3, s. 46 (11).

Same

(12) No proceeding for an offence under subsection (7), (8) or (10), or an offence under subsection (1) in respect of subsection 33 (1) or (2), shall be commenced more than six years after the facts on which the proceeding is based first came to the knowledge of the Director. 2021, c. 26, Sched. 3, s. 46 (12).

Section Amendments with date in force (d/m/y) [+]

Tow operator may be convicted if driver contravenes

47 (1) Except as provided by the regulations, if a tow truck driver or any other person with the care, charge or control of the tow truck is subject to be charged with an offence under this Act, the tow operator of the tow truck may be charged with and convicted of the offence unless, at the time of the offence, the tow truck was in the possession of that person without the tow operator's consent.

Penalty

(2) On conviction for an offence under subsection (1), the tow operator is liable to the penalty specified by this Act for the offence.

Limitation

(3) Despite subsection (2), the tow operator is not liable to imprisonment or to a probation order under subsection 72 (1) of the *Provincial Offences Act* as a result of the conviction or as a result of default in payment of the fine resulting from the conviction.

Notice of conviction to Director

48 A judge, provincial judge or justice of the peace who makes a conviction in respect of an offence under this Act, or the clerk of the court in which the conviction is made, shall promptly notify the Director of the conviction, together with any other information that the Director may require.

DIRECTOR OF TOWING AND VEHICLE STORAGE STANDARDS

Director of Towing and Vehicle Storage Standards

49 The Minister may appoint a Director of Towing and Vehicle Storage Standards for the purposes of this Act.

Requirement to keep records

50 (1) The Director shall keep records, in the form the Director considers appropriate, of the following information:

1. All certificates issued, renewed, suspended or cancelled under this Act.
2. All administrative penalties imposed under this Act.
3. All convictions for offences under this Act.
4. All convictions of a certificate holder under any other prescribed Act or under a prescribed provision of any other Act.

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- 5. All collisions and incidents described in subsection 18 (3) that are reported to the Director under that subsection or that otherwise come to the Director's attention.
- 6. All prescribed information. 2021, c. 26, Sched. 3, s. 50 (1); 2023, c. 9, Sched. 36, s. 25.

Same

(2) The Director shall ensure that records kept under subsection (1) are updated and corrected as required so that they are accurate. 2021, c. 26, Sched. 3, s. 50 (2).

Section Amendments with date in force (d/m/y) [+]

Information re certain certificate holders

51 The Director may make the names of tow operators and vehicle storage operators, and any other information respecting them that the Director thinks should be publicly known, available to the public in the manner that the Director considers appropriate. 2023, c. 9, Sched. 36, s. 26.

Section Amendments with date in force (d/m/y) [+]

Collection and disclosure of information

Collection by Director

52 (1) The Director may request and collect information from any public body or related government, as the Director considers appropriate, if the Director considers it necessary for a prescribed purpose.

Disclosure by Director

(2) The Director may disclose information to any public body or related government, as the Director considers appropriate, if the Director considers it necessary for a prescribed purpose.

Disclosure to Director

(3) On receipt of a request for information from the Director under subsection (1), a public body shall disclose to the Director any information from their records that may assist the Director with a prescribed purpose.

Deemed compliance with privacy legislation

(4) Any disclosure of information under this section is deemed to be in compliance with clause 42 (1) (e) of the *Freedom of Information and Protection of Privacy Act* and clause 32 (e) of the *Municipal Freedom of Information and Protection of Privacy Act*.

Notice under privacy legislation

(5) Any collection by a public body of personal information, as defined in the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, disclosed to the public body under this section, is exempt from the application of subsection 39 (2) of the *Freedom of Information and Protection of Privacy Act* and subsection 29 (2) of the *Municipal Freedom of Information and Protection of Privacy Act*.

Otherwise authorized collection or disclosure

(6) The authority to collect and disclose information under this section is in addition to any other authority under this or any other Act for the Director to collect and disclose information.

Definitions

(7) In this section,

"public body" means,

- (a) any ministry, agency, board, commission, official or other body of the Government of Ontario,
- (b) any municipality in Ontario,
- (c) a local board, as defined in subsection 1 (1) of the *Municipal Act, 2001*, or

(d) a prescribed person or entity; (“organisme public”)

“related government” means,

- (a) the Government of Canada and the Crown in right of Canada, and any ministry, agency, board, commission or official of either of them, or
- (b) the government of any other province or territory of Canada, and any ministry, agency, board, commission or official of any of them. (“gouvernement lié”)

INSPECTORS AND INSPECTIONS

Inspectors

53 (1) The Director may appoint one or more persons as inspectors for the purpose of ensuring compliance with this Act and the regulations, and shall issue to every inspector written proof of the appointment.

Proof of appointment

(2) Every inspector, in the execution of the inspector’s powers and duties under this Act, shall produce the proof of appointment on request.

Common law constable

(3) A person appointed as an inspector is a constable at common law for the purpose of executing an inspector’s powers and duties under this Act.

Inspections

54 (1) In this section,

“vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*. 2021, c. 26, Sched. 3, s. 54 (1).

Power to examine tow trucks

(2) For the purpose of ensuring compliance with this Act and the regulations, an inspector may examine a tow truck without a warrant, and subsections 216.1 (2) to (7) of the *Highway Traffic Act* apply to this power, with necessary modifications. 2021, c. 26, Sched. 3, s. 54 (2).

Same, requirement to assist

(3) The tow truck driver and any other person with the care, charge or control of the tow truck shall assist in the examination. 2021, c. 26, Sched. 3, s. 54 (3).

Power to inspect premises

(4) For the purpose of ensuring compliance with this Act and the regulations, an inspector may, without a warrant,

- (a) enter any premises that are the business premises of a person;
- (b) enter any premises that are business premises where the records of a person, or vehicles, equipment or other things that are relevant to the inspection, are kept;
- (c) examine vehicles, equipment, documents, records or other things that are relevant to the inspection;
- (d) demand the production for inspection of a vehicle, equipment, document, record or other thing that is relevant to the inspection;
- (e) remove, for review and examination or testing, a vehicle, equipment or other thing that is relevant to the inspection;
- (f) remove, for review and copying, a document or record that is relevant to the inspection;
- (g) in order to produce information or a document or record in readable form, use data storage, information processing or retrieval devices or systems that are normally used in carrying on business on the premises;
- (h) carry out any examination, test, audit or investigation procedure that is relevant to the inspection; and
- (i) question a person on matters relevant to the inspection. 2021, c. 26, Sched. 3, s. 54 (4).

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Dwellings

(5) The power to enter and inspect premises under this section shall not be exercised to enter and inspect any part of the premises that is used as a dwelling without the consent of the occupier. 2021, c. 26, Sched. 3, s. 54 (5).

Written demand for documents and records

(6) An inspector may, at any time and for any purpose related to the administration or enforcement of this Act and the regulations, deliver a demand personally on a person or any director, officer, employee or agent of a person, mail a demand to such a person at the latest address of the person appearing on the records of the Ministry, or send a demand by electronic means of transmission to the latest electronic mail address of the person appearing on the records of the Ministry, requiring that the person deliver to the inspector, within the time specified in the demand, any document or record, the production of which could be required under clause (4) (d). 2021, c. 26, Sched. 3, s. 54 (6); 2023, c. 9, Sched. 36, s. 27 (1).

Time of entry

(7) The power to enter and inspect premises shall be exercised during the regular business hours of the premises or, if the premises do not have regular business hours, at any time the premises are open for business. 2021, c. 26, Sched. 3, s. 54 (7).

Assistance

(8) An inspector may be accompanied by any person or persons who may be of assistance to the inspector in conducting the inspection. 2021, c. 26, Sched. 3, s. 54 (8).

No use of force

(9) An inspector or a person referred to in subsection (8) shall not use force to enter or inspect any premises under this section. 2021, c. 26, Sched. 3, s. 54 (9).

Obligation to produce and assist

(10) If an inspector demands that a vehicle, equipment, document, record or other thing be produced for inspection, the person who has custody of the vehicle, equipment, document, record or thing shall produce it immediately and, in the case of a document or record, shall on request provide any assistance that is reasonably necessary to interpret the document or record or to produce it in a readable form. 2021, c. 26, Sched. 3, s. 54 (10).

Things removed

(11) An inspector who removes a vehicle, equipment, document, record or other thing under clause (4) (e) or (f) or to whom a vehicle, equipment, document, record or other thing is delivered pursuant to a demand made under clause (4) (d) or subsection (6) shall give a receipt for it and return it to the person who produced or delivered it within a reasonable time. 2021, c. 26, Sched. 3, s. 54 (11).

Copy admissible in evidence

(12) A copy of a document or record that is certified as a true copy by the person making it is admissible in evidence in any proceeding or prosecution as proof, in the absence of evidence to the contrary, of the document or record copied and its contents. 2021, c. 26, Sched. 3, s. 54 (12).

Co-operation with inspector

(13) Every tow operator and vehicle storage operator and their directors, officers, employees and agents shall co-operate with an inspector conducting an inspection. 2023, c. 9, Sched. 36, s. 27 (2).

Obstruction

(14) No person shall hinder, obstruct or interfere with an inspector conducting an inspection, refuse to answer questions on matters relevant to the inspection or provide the inspector with information on matters relevant to the inspection that the person knows to be false or misleading. 2021, c. 26, Sched. 3, s. 54 (14).

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Section Amendments with date in force (d/m/y) [+]

MISCELLANEOUS

Forms

55 The Director may require that forms approved by the Director be used for any purpose under this Act.

Electronic means and formats

56 (1) Anything that the Director is required or authorized to do or provide under this Act may be done or provided by electronic means or in an electronic format.

Same

(2) Anything that any person is required or authorized to do or provide to the Director under this Act may be done or provided by electronic means or in an electronic format, in the circumstances and in the manner specified by the Director.

Requirements, electronic format

(3) If the regulations so provide, the prescribed documents shall be kept in or converted into electronic format in accordance with the regulations.

Definition, "documents"

(4) For the purposes of subsection (3),

"documents" includes a photograph.

Notice

57 Where notice is required or permitted under this Act to be given or delivered to, or served on, a person, the notice shall be given, delivered or served in accordance with the regulations, and is deemed to have been received in accordance with the regulations.

Evidence

58 (1) A copy of any document, as defined in subsection 56 (4), that is filed or kept under this Act, or any statement containing information from the records required or authorized to be kept under this Act, that purports to be certified by the Director under the seal of the Ministry as being a true copy of the original,

(a) shall be received in evidence in all courts without proof of the seal, the Director's signature or the manner of preparing the copy or statement; and

(b) is proof, in the absence of evidence to the contrary, of the facts contained in the copy or statement.

Director's signature

(2) The Director's signature may be an original signature or an engraved, lithographed, printed or otherwise mechanically or electronically reproduced signature or facsimile signature.

Ministry seal

(3) The seal of the Ministry may be affixed by impressions or may be an engraved, lithographed, printed or otherwise mechanically or electronically reproduced seal or facsimile of a seal.

Signature and seal only required on first page

(4) The Director's signature need only be on the first page of the copy or statement.

Same

(5) The seal of the Ministry need only be on the first page of the copy or statement if the following pages are sequentially numbered, by hand or otherwise; if the pages following the first page are not sequentially numbered, the seal must be on each page.

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Electronic filing in court

(6) A copy or statement described in subsection (1) may be filed in a court by direct electronic transmission in accordance with the regulations.

Interest and penalties when fee payment dishonoured

59 If payment for any fee required under this Act to be paid is dishonoured, interest at a prescribed rate may be charged on the amount of the payment, and a prescribed penalty may be imposed.

Note: Section 60 of this Act comes into force on January 1, 2024, the day named by proclamation of the Lieutenant Governor.

Conflict, *Repair and Storage Liens Act*

60 In the event of a conflict respecting towing services or vehicle storage services between this Act or the regulations made under this Act and the *Repair and Storage Liens Act* or the regulations made under that Act, this Act and the regulations made under this Act prevail.

Protection from personal liability

61 (1) No action or other proceeding for damages shall be commenced against the Minister, a delegate or agent of the Minister, an inspector, a public servant or the Director for anything done in good faith in the exercise or performance or intended exercise or performance of the person's powers or duties under this Act, or for any alleged neglect or default in the exercise or performance in good faith of those powers and duties.

Crown not relieved of liability

(2) Despite subsection 8 (3) of the *Crown Liability and Proceedings Act, 2019*, subsection (1) does not relieve the Crown of liability to which it would otherwise be subject as a result of the acts or omissions of a person specified in subsection (1).

Crown bound

62 This Act binds the Crown.

Transition

63 (1) This Act and the regulations apply with respect to towing services or vehicle storage services that start being provided on or after the day this subsection comes into force.

Same

(2) Except as otherwise provided by the regulations, this Act and the regulations apply with respect to towing services or vehicle storage services that started being provided before the day this subsection came into force, if the applicable vehicle is still in the possession or under the care, charge or control of the tow operator or vehicle storage operator.

REGULATIONS

Regulations

64 (1) The Lieutenant Governor in Council may make regulations respecting any matter necessary or advisable to effectively carry out the intent and purpose of this Act and, without limiting the generality of the foregoing, may make regulations,

- (a) governing anything referred to as being prescribed or anything that is required or permitted to be done in accordance with the regulations or otherwise as provided by the regulations;
- (b) further defining or clarifying the definitions of "towing", "towing services" and "vehicle storage yard facility" in section 1;
- (c) defining any word or expression used in this Act that has not already been expressly defined in this Act;
- (d) governing certificates and their issuance, renewal, suspension and cancellation, including,
 - (i) governing applications for issuance or renewal,

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- (ii) establishing and governing classes in relation to tow certificates, tow driver's certificates or vehicle storage certificates,
 - (iii) governing qualifications and requirements for a certificate,
 - (iv) governing conditions that may be attached to a certificate, subject to subsection 6 (2),
 - (v) if the Director determines that the holders of two or more tow operator certificates, tow driver's certificates or vehicle storage certificates, as the case may be, are related persons as determined by the regulations, providing for steps that the Director may or shall take, and specifying other consequences, in relation to the certificates held by those persons,
 - (vi) establishing and governing procedures for the purposes of section 8,
 - (vii) providing for an appeal from a decision referred to in subsection 9 (1) to a person or entity specified by the regulations, including specifying circumstances in which a decision may not be appealed, and governing such appeals, including specifying the parties to an appeal, the powers of the prescribed person or entity in the appeal, and circumstances in which an appeal does not operate as a stay of the decision;
- (e) prescribing and governing requirements and standards for the purposes of each of sections 11, 12 and 15, including, as applicable, requirements and standards respecting,
- (i) the manner in which towing services or vehicle storage services shall be provided or offered,
 - (ii) equipment on, or the use of any equipment or other thing on or in, tow trucks or vehicle storage yard facilities,
 - (iii) security requirements respecting tow trucks, towed vehicles or vehicle storage yard facilities,
 - (iv) words, phrases, signs and markings and other information to be displayed on tow trucks or in vehicle storage yard facilities, and the timing and manner of their display,
 - (v) the storage, display and provision of copies of a certificate,
 - (vi) changes in a certificate holder's name, or in any other information respecting the holder, that is specified by the regulations;
- (f) for the purposes of section 14, requiring police officers and inspectors to keep records of impoundments for a specified period of time and to report specified information with respect to the impoundments to the Director, and governing such records and reports;
- (g) governing consent to towing services and vehicle storage services;
- (h) governing estimates and invoicing for towing services and vehicle storage services, including setting out and governing requirements respecting invoices and receipts;
- (i) REPEALED: 2023, c. 9, Sched. 36, s. 28 (4).
- (j) governing the refund of amounts under subsection 32 (2);
- (k) governing the provision of information to persons who request or receive towing services or vehicle storage services;
- (l) for the purposes of section 37,
- (i) establishing and governing a process for making, reviewing and dealing with complaints,
 - (ii) providing for the referral of complaints to a specified complaint resolution process and governing that process,

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- (iii) respecting the sanctions that may be imposed, and actions that may be taken, by the Director under clause 37 (1) (d),
 - (iv) providing for an appeal of a sanction imposed or action taken by the Director to a person or entity specified by the regulations and governing such appeals, including specifying the parties to an appeal and the powers of the prescribed person or entity in the appeal, and whether the appeal operates as a stay of the sanction or action;
 - (m) establishing a standard form of agreement for towing services or vehicle storage services and requiring and governing its use;
 - (n) for the purposes of section 41,
 - (i) designating restricted towing zones,
 - (ii) prescribing municipalities that may designate restricted towing zones,
 - (iii) governing the erection of signs and the placing of markings to indicate a restricted towing zone and governing such signs and markings,
 - (iv) providing that any power that may be exercised, or duty that shall be performed, by the Director in relation to restricted towing zones may be exercised or shall be performed by a municipality prescribed under subclause (ii) with respect to a restricted towing zone designated by the municipality, subject to such modifications as the regulations may specify, and governing the exercise and performance of the powers and duties;
 - (o) governing the designation of dispatch services for the purposes of section 44 and governing their use, including requiring registration with a dispatch service or requiring that specified documents or information be provided to a specified person or entity for the purposes of a dispatch service;
 - (p) governing administrative penalties for the purposes of section 45;
 - (q) prescribing additional powers and duties of the Director;
 - (r) governing the making of information public by the Director under section 51;
 - (s) prescribing fees for anything that may or must be done under this Act and requiring and governing their payment;
 - (t) governing the use of electronic documents for the purposes of this Act, including,
 - (i) the use, issuance, creation, recording, storage, transmission, copying, display, appearance, form or content of electronic documents,
 - (ii) governing the sending and receipt of documents and information by email, including requiring that a certificate holder or any other person specified by the regulations maintain an email address and specifying requirements respecting the maintaining of such an email address;
 - (t.1) providing that any Part or provision of this Act, or any regulation or provision of a regulation, applies to a specified class of vehicles in addition to the motor vehicles that the Part, provision or regulation otherwise applies to, prescribing modifications to that Part, provision or regulation for any such application and prescribing conditions and circumstances for any such application;
 - (u) providing for exemptions from this Act or any of its provisions, or that a provision of this Act does not apply, and prescribing circumstances and conditions for any such exemption or non-application;
 - (v) governing such transitional matters as the Lieutenant Governor in Council considers necessary or advisable to facilitate the implementation of this Act or to deal with any problems or issues arising as a result of the enactment or application of this Act.
- 2021, c. 26, Sched. 3, s. 64 (1); 2023, c. 9, Sched. 36, s. 28.

Same, administrative penalties

(2) Clause (1) (p) may include regulations,

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- (a) respecting the determination of penalties that may be imposed under section 45, including,
 - (i) prescribing the amount of a penalty, or a method for calculating the amount, and prescribing different penalties or ranges of penalties for different types of contraventions or failures to comply and different penalties or ranges of penalties depending on specified criteria,
 - (ii) authorizing a prescribed person to determine the amount of a penalty, if the amount of the penalty or method for calculating the amount of the penalty is not prescribed, and prescribing criteria that may or must be considered when making an order under subsection 45 (2),
 - (iii) authorizing that a penalty may be imposed for each day or part of a day on which a contravention or failure to comply continues,
 - (iv) prescribing a lesser maximum penalty and the provisions of this Act or of the regulations to which the lesser maximum penalty applies, for the purpose of subsection 45 (10),
 - (v) authorizing higher penalties, not exceeding the maximum penalty established under subsection 45 (10) or prescribed under subclause (iv), for a second or subsequent contravention or failure to comply;
- (b) governing the payment of penalties, including requiring that a penalty be paid before a specified deadline, and authorizing the Director to approve a plan of periodic payments that extends beyond the deadline;
- (c) authorizing the imposition of late payment fees respecting penalties that are not paid before the specified deadline, including graduated late payment fees, and providing that such fees are included as part of the penalty for enforcement purposes;
- (d) prescribing and governing procedures for making and serving an order under section 45, including prescribing rules for service and prescribing the day on which an order is deemed to have been received;
- (e) governing the appeal of an order under subsection 45 (7);
- (f) providing for anything necessary or advisable for carrying out the intent and purposes of section 45. 2021, c. 26, Sched. 3, s. 64 (2).

Same, regulations governing appeals

- (3) For greater certainty, regulations made under subsection (1) governing appeals may include regulations,
 - (a) establishing procedures for commencing and conducting an appeal;
 - (b) establishing time limits for the stages of an appeal and authorizing the person or entity hearing the appeal to extend any time limit;
 - (c) prescribing that an appeal must or may be conducted orally, electronically or in writing or authorizing the person or entity hearing the appeal to make that determination;
 - (d) establishing criteria to be considered and criteria not to be considered by the person or entity hearing the appeal when making a determination on the appeal. 2021, c. 26, Sched. 3, s. 64 (3).

Same, classes

- (4) For greater certainty, regulations made under subsection (1) may be made with respect to any class that may be prescribed under subclause (1) (d) (ii) or any other class of person, place or thing. 2021, c. 26, Sched. 3, s. 64 (4).

Same, transitional regulations

- (5) In the event of a conflict between a regulation made under clause (1) (v) and this Act, the regulation prevails. 2021, c. 26, Sched. 3, s. 64 (5).

9b

Section Amendments with date in force (d/m/y) [+]

65-68 OMITTED (AMENDS, REPEALS OR REVOKES OTHER LEGISLATION).

69 OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS ACT).


70 OMITTED (ENACTS SHORT TITLE OF THIS ACT).

Français

Ministry of Transportation

Towing and Storage Safety and Enforcement Act (TSSEA) **Implementation**

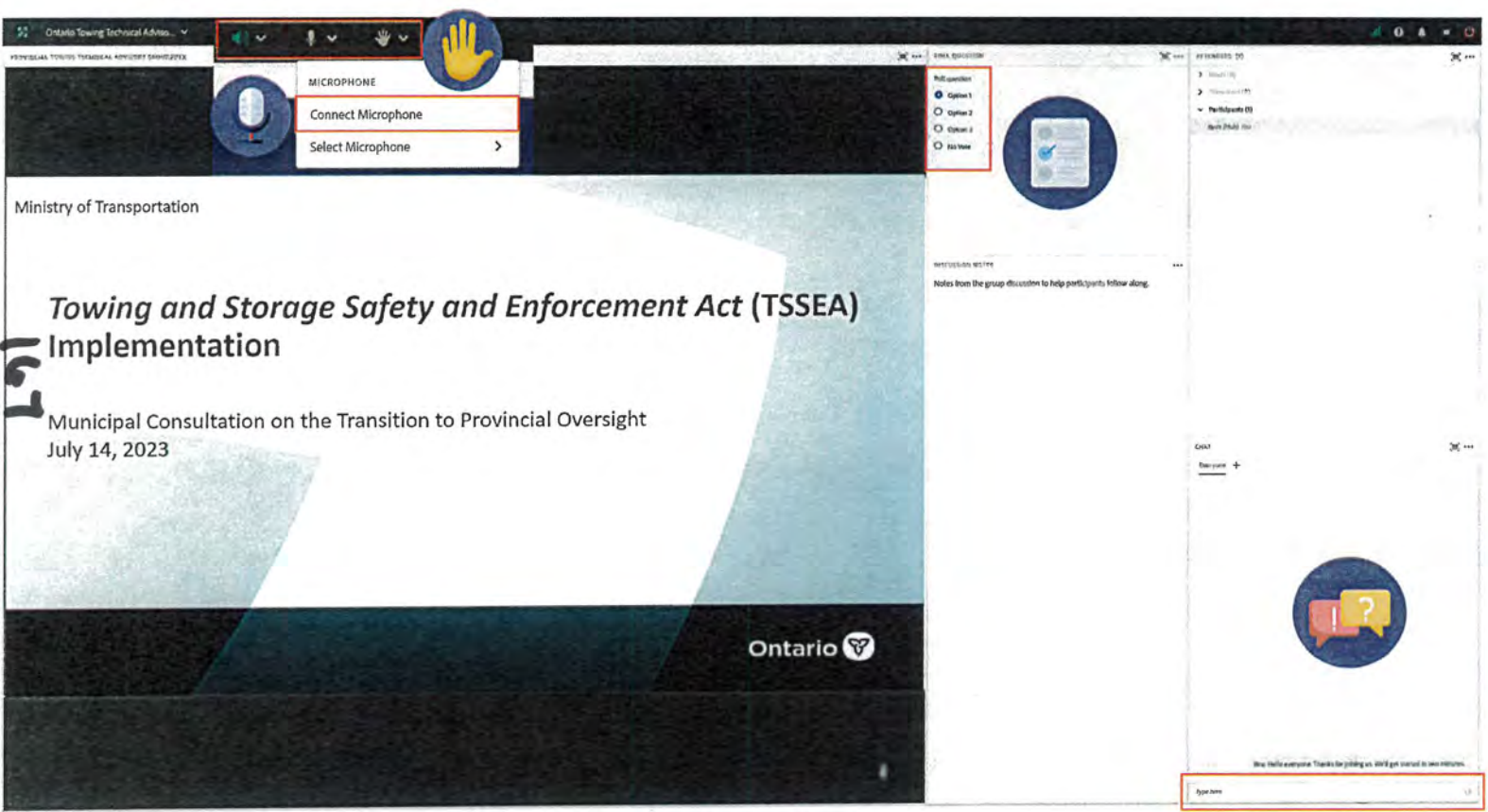
196 Municipal Consultation on the Transition to Provincial Oversight
July 14, 2023

Ontario 

Attachment #3

9/6

Ways to Participate



Connect and test your microphone. Please mute if not talking.



Raise your hand and wait for your cue. Don't forget to unmute.



Share ideas and questions in the chat box and Q+A.



Vote in the polls.

Having Audio Trouble?

Still having trouble connecting your microphone? Check that your computer settings to make sure apps can use your microphone. Open **Windows Settings**, click **Privacy**, then **Microphone** and turn it on.

The image shows two screenshots of the Windows Settings application. The first screenshot, labeled '1', shows the main Windows Settings window with the 'Privacy' category highlighted with a red box. The second screenshot, labeled '2', shows the 'Microphone' settings page. In this page, the 'Let apps use my microphone' toggle is turned on and highlighted with a red box. Below this, a list of applications is shown with their microphone access status. A red box highlights the 'Adobe Connect' entry, with a red arrow pointing to it and a text box that says 'Find Adobe Connect in this list and make sure it's on.' The 'Microphone' category in the left sidebar of the second screenshot is also highlighted with a red box.

If that doesn't work, please exit the meeting and rejoin.

Send a private message to **Sakshi** for help troubleshooting if that still isn't working.

How we'll spend our time

- Objectives and overview
- Legislative amendments, transition and oversight
- Certificates and application process
- Discussion on how to support transition
- TSSEA general regulations
- Closing discussion
- Next steps

Who's in the Room Today

51 representatives from 21 municipalities currently regulating the towing and storage sectors

170



Get familiar with the tools and say hi...

1. Rename yourself to “Your Name, Municipality”
2. What are the most important things you need to know to successfully transition to the oversight regime led by the province?

We also have our facilitation team from the Policy Innovation Hub and MTO project team

Ground Rules for a Collaborative Session

Avoid fields, jump fences

Don't let your input be limited to your job description.

Explore assumptions, seek opportunities

Be aware of and challenge pre-conceived ideas and possible biases.

Stay focused on the topic

We have limited time and want to capture as many good ideas as possible.

Be bold

Don't hold back if you think you're on to something.

Attack ideas, not people

Engage respectfully with ideas you might not agree with and trust that everyone is putting their best foot forward.

Be mindful of others

Share space in the chat and on the mic and try not to interrupt.

Objectives



Here's what we want you to get out of today...

- Learn more about the requirements
- Prepare for the transition to provincial oversight

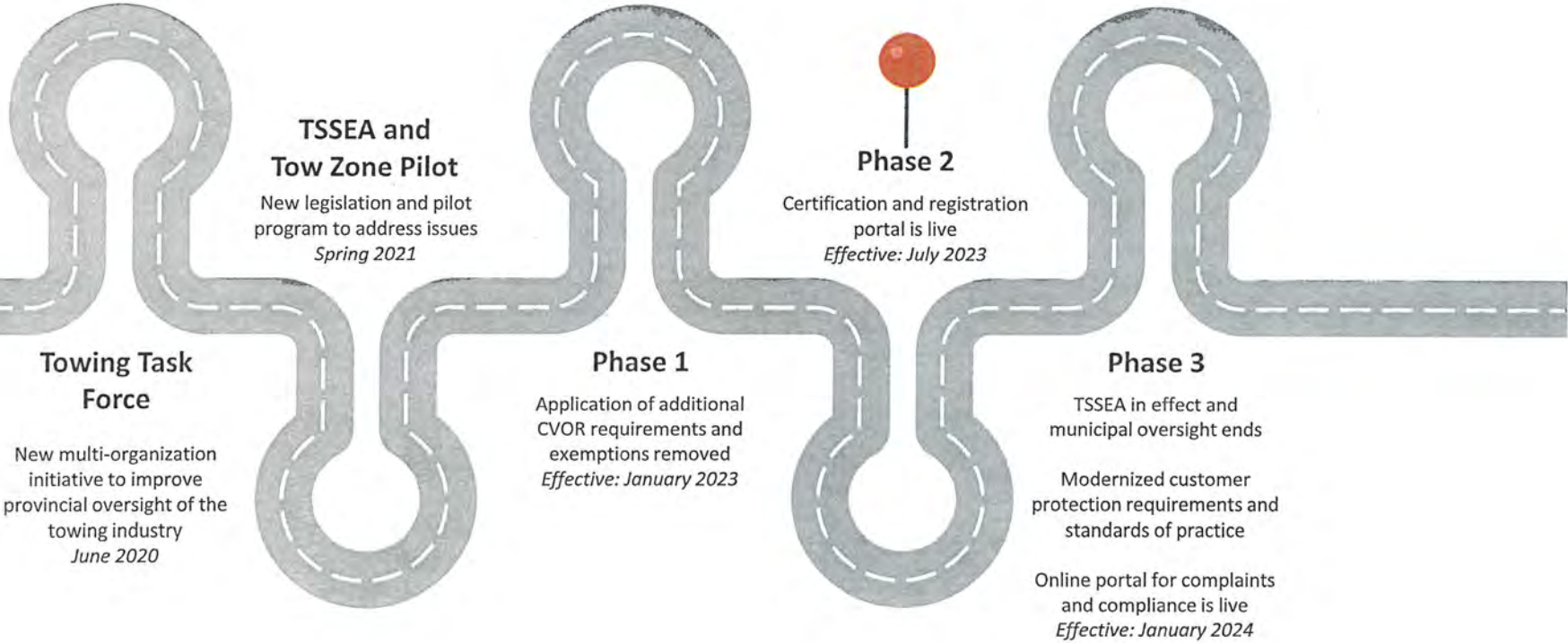
Here's what we will cover next time

- Other things you need to support the transition

Roadmap of Recent Provincial Oversight Initiative

On July 4, 2023 operators and drivers began to apply for TSSEA certificates. Certification is mandatory for operators on January 1, 2024 and for tow truck drivers on July 1, 2024.

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Legislative Amendments

Less Red Tape, Stronger Economy Act, 2023

Bill 91 passed on June 8, 2023, to support TSSEA implementation with amendments to three acts:

1. TSSEA
2. *Municipal Act (MA)*
3. *City of Toronto Act (COTA)*

Takeaways for municipalities

Changes in effect on January 1, 2024:

- Municipal authority to license the towing and vehicle storage sector removed
- Municipal oversight programs must end

Between now and January 1, 2024

- Municipal oversight programs can continue without change until authority ends

Transition

Legislative amendments

Changes in effect on January 1, 2024:

- Municipal authority to licence the towing and vehicle storage sector removed
- Municipal oversight programs must come to an end

Between now and January 1, 2024

- Municipal oversight programs can continue without change until authority ends

Referenced legislation:

- *Towing and Storage Safety and Enforcement Act (TSSEA)*
- *Municipal Act (MA)*
- *City of Toronto Act (COTA)*

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Moving to provincial oversight

Sector licensing and oversight:

- Customer protection and industry standards established through new provincial legislation, including:
 - certificate eligibility criteria
 - prohibited industry practices
 - robust Director authority to cancel certificates
- Online portal
- Responsibility for compliance in newly established office and staff

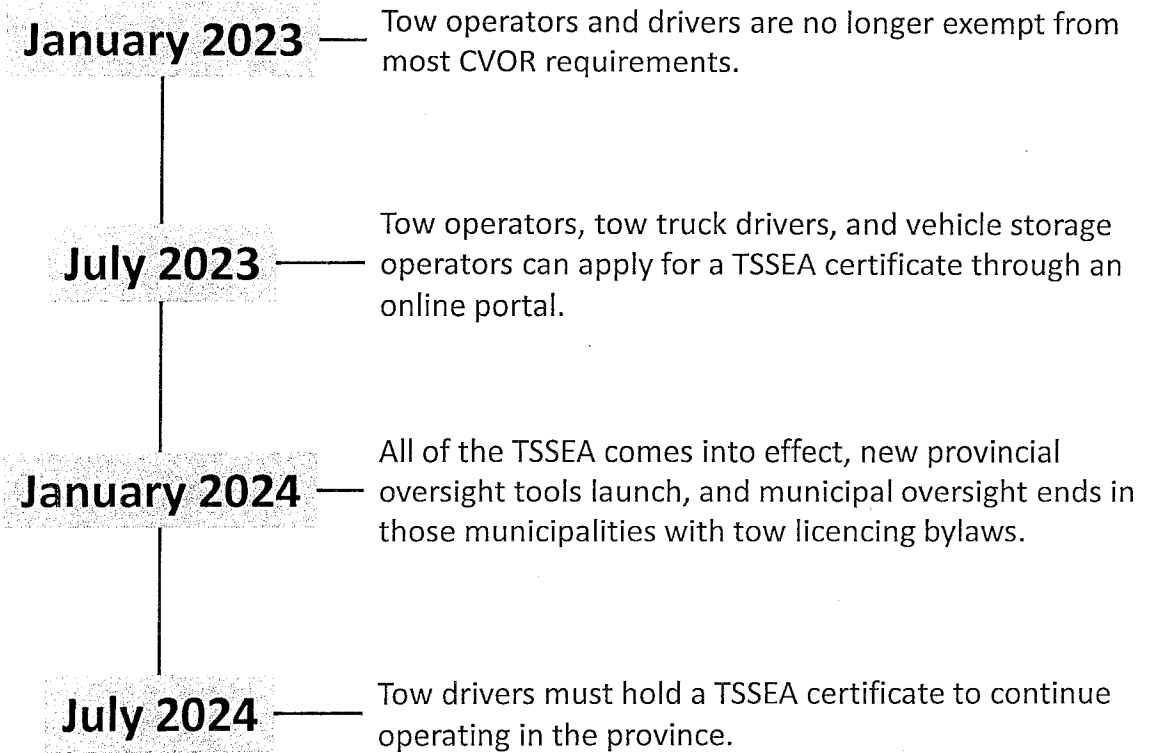
NOT moving to provincial oversight

Amendments do not prevent municipalities from:

- Establishing and maintaining a tow rotation
- Developing and administering by-laws related to parking, and towing from a parking lot
- Developing and administering by-laws related to fencing, signage or other physical requirements of a premises

Transition

176
A multi-year transition to help all parts of the sector adjust to provincial oversight.



Transition

127

January 2023

Tow operators and drivers are no longer exempt from most CVOR requirements.

July 2023

Tow operators, tow truck drivers, and vehicle storage operators can apply for a TSSEA certificate through an online portal.

January 2024

All of the TSSEA comes into effect, new provincial oversight tools launch, and municipal oversight ends in those municipalities with tow licencing bylaws.

July 2024

Tow drivers must hold a TSSEA certificate to continue operating in the province.

January 2023

Tow operators and drivers are no longer exempt from most CVOR requirements. They must now:

- Conduct daily vehicle inspections.
- Conduct annual safety inspections.
- Equip tow trucks with amber lights.
- Ensure visibility when stopped on the highway.
- Ensure all tow truck components are in good working order and do not exceed load limits.
- Ensure towed vehicles are secured.

Operators are responsible for inspection and maintenance of tow trucks.

Transition

January 2023

Tow operators and drivers are no longer exempt from most CVOR requirements.

July 2023

Tow operators, tow truck drivers, and vehicle storage operators can apply for a TSSEA certificate through an online portal.

January 2024

All of the TSSEA comes into effect, new provincial oversight tools launch, and municipal oversight ends in those municipalities with tow licencing bylaws.

July 2024

Tow drivers must hold a TSSEA certificate to continue operating in the province.

July 2023

Since July 4, 2023, tow operators, tow truck drivers, and vehicle storage operators can apply for a TSSEA certificate through an online portal.

Part of TSSEA came into effect to set out requirements to apply for a certificate:

- Certificate fees
- Renewal periods
- Appeal process
- Director of Towing and Vehicle Storage Standard's authority to issue, refuse, suspend, or add conditions to the TSSEA certificates

Violations of the TSSEA will now be reflected in CVOR records.

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Transition

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January 2023 — Tow operators and drivers are no longer exempt from most CVOR requirements.

July 2023 — Tow operators, tow truck drivers, and vehicle storage operators can apply for a TSSEA certificate through an online portal.

January 2024 — All of the TSSEA comes into effect, new provincial oversight tools launch, and municipal oversight ends in those municipalities with tow licencing bylaws.

July 2024 — Tow drivers must hold a TSSEA certificate to continue operating in the province.

January 2024

All of TSSEA comes into effect and **municipal oversight ends**. All operators must have a TSSEA certificate to continue operating.

An **online portal** will be live for law enforcement and municipalities to share intelligence and file complaints regarding TSSEA certificate holders.

Certificate holders need to comply with the **TSSEA customer protection requirements and industry standards**.

The Director of Towing and Vehicle Storage Standards will be able to take **graduated enforcement actions** if a certificate holder is non-compliant.

Transition

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January 2023

Tow operators and drivers are no longer exempt from most CVOR requirements.

July 2023

Tow operators, tow truck drivers, and vehicle storage operators can apply for a TSSEA certificate through an online portal.

January 2024

All of the TSSEA comes into effect, new provincial oversight tools launch, and municipal oversight ends in those municipalities with tow licencing bylaws.

July 2024

Tow drivers must hold a TSSEA certificate to continue operating in the province.

July 2024

TSSEA transition period closes:

- Tow drivers must hold a TSSEA certificate to continue operating in the province.
- Tow drivers applying after July 1, 2024 must complete training requirements prior to receiving a certificate.
- Certificate fees come into effect:
 - \$575 per year for tow operators
 - \$575 per year for storage operators
 - \$195 every three years for drivers

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Oversight Continuum

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Renew

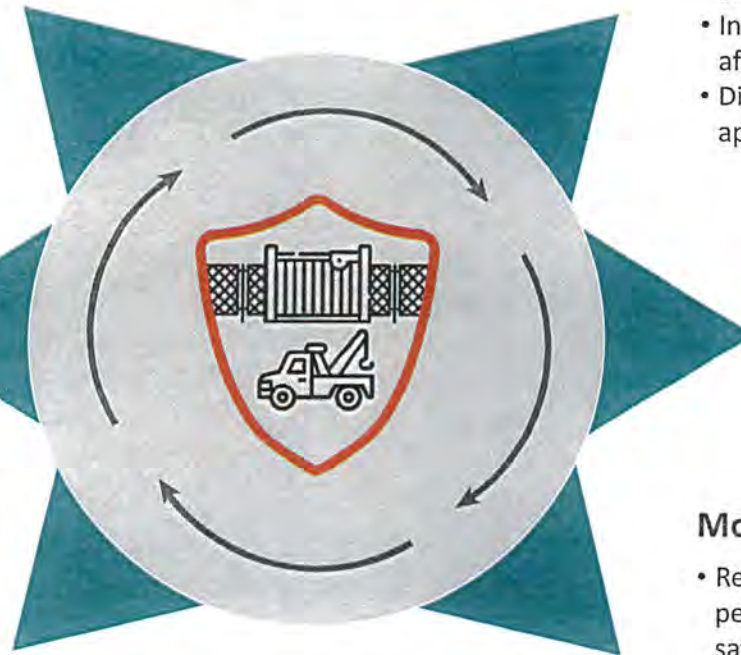
- A cyclical touchpoint with operators and drivers to ensure accuracy of data obtained at registration and for ongoing monitoring.
- Director can renew, apply conditions or refuse a renewal.

Review

- Ensure regular, ongoing review of customer protection and safety programs.
- Identify trends for effectiveness, continuous improvement, and to develop new policies and programs.
- Operators monitor business and staff to uphold their responsibility over actions of persons they employ.

Intervene

- The Director appoints towing inspectors to:
- Enforce the TSSEA and investigate complaints.
 - Reject unreasonable rates and require changes.
 - Warn, interview, place conditions or sanction, suspend or cancel a certificate.



Registration ▶

- Register tow operators and drivers and vehicle storage operators.
- Includes criminal records check, tow driver training, affiliation checks, and historical municipal activity.
- Director can issue, apply conditions or refuse an application.

Support and Education

- Frontline support for the certification and renewal process required by TSSEA.
- Enable a common level of industry education and outreach.

Monitor

- Review various data sources and analyze performance and trends for performance and safety (e.g., law enforcement interactions, complaints).
- The Director can handle customer complaints on a case-by-case basis.

Exemptions

All tow or vehicle storage operators and tow truck driver will be required to hold a TSSEA certificate

unless exempt.

TSSEA regulation provides exemptions to ensure that the requirements do not apply to services outside of the intended scope.

Full exemption from holding any of the three certificates

- Tow truck operated under the authority of a service permit and number plate, for example test driving a tow truck after or during repair.
- The following motor vehicles are not required to be operated under a tow certificate:
 - A motor vehicle used for personal purposes only and used infrequently to tow, for no compensation, another motor vehicle that is also used for personal purposes only.
 - A motor home used for personal purposes only and towing another motor vehicle for the use of the driver of the motor home for personal purposes only.
 - A commercial motor vehicle, as defined in subsection 1 (1) of the *Highway Traffic Act*, towing one or more motor vehicles using the saddlemount configuration.

Op



Exemptions

Additional exemptions for tow truck drivers, tow and vehicle storage operators

Tow Operators and Tow Truck Drivers

Tow operators and tow truck drivers meeting these conditions would not require a TSSEA certificate:

- When the origin of the towing trip commences in a jurisdiction outside of Ontario and tow trucks are passing through or dropping off a vehicle in Ontario.
- When directed by a police officer – such as an out-of-province tow operator or driver directed by a police officer to clear a highway, roadway or other area – in an emergency situation.

Vehicle Storage Facilities

Vehicle storage facilities meeting these conditions would not require a TSSEA certificate:

- Where the storage facility exclusively provides long-term storage (30-days or more) with an upfront contract for storage.
- Vehicle repair facilities that do not charge for storing the vehicle while it is waiting to be repaired.

Partial Exemptions

Partial exemptions from TSSEA requirements (for example, related to consent and invoicing) for certificate holders meeting the following conditions:

- Towing is performed pursuant to an existing membership-type towing or roadside assistance contract.
- Vehicles stored at no cost to a vehicle owner or insurance provider.

Short discussion



These regulations were developed with a wide range of stakeholders and consider a number of scenarios.

- Do you have any questions about how exemptions will affect the sector and oversight?



Take the mic

Raise your hand and wait for your cue.
Don't forget to unmute.



Share with us in the chat

Use the chat to answer these questions.
Write +1 if you agree with someone else.

Certificate Fees

Fees and certificates needed to operate

- In addition to meeting requirements, there is a fee for a TSSEA certificate:
 - Tow operators pay \$575 every year
 - Tow truck drivers pay \$195 every three years
 - Vehicle storage operators pay \$575 every year
- An applicant may require more than one certificate if they perform multiple functions, for example:
 - A person who is a tow operator and a driver
 - A person who is a tow operator and storage operator

Transition from municipal to provincial oversight

- The TSSEA fee will replace existing municipal fees.
- There will be no fee charged between July 1, 2023 and June 30, 2024 to ensure a smooth transition between municipal and provincial oversight.
- Municipal regimes can continue charging fees until January 1, 2024.

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Tow truck drivers

Requirements

A Tow Driver Certificate is issued to an applicant that meets the following:

- Submits a Criminal Records and Judicial Matters Check (CRJMC) within 90 days of issuance with no disqualifying convictions.
- Completed driver training:
 - Tow truck drivers applying by June 30, 2024, can get a certificate without having completed the approved training as long as they complete the approved training before renewing.
 - Tow truck drivers applying on or after July 1, 2024, must complete approved training before applying.
 - Tow truck drivers who have completed a training program approved by the ministry in the past three years are not required to complete a mandatory driver training program again.
- A fully licensed driver that has not been suspended in the last 2 years for disqualifying offences.
- Be a fit and proper person.

TOW DRIVER CERTIFICATE CERTIFICAT DE CONDUCTEUR DE DÉPANNÉUSE		Ontario 
<p>This certificate is issued to this driver in accordance with the <i>Towing and Storage Safety and Enforcement Act</i>. The holder of this certificate must possess a valid driver's licence.</p> <p>Ce certificat est délivré à ce conducteur conformément à la Loi de 2021 sur la sécurité et l'encadrement du remorquage et de l'entreposage de véhicules. Le titulaire de ce certificat doit posséder un permis de conduire valide.</p>	<p><<Ontario Driver's Licence Photo>> or <<Out of Province Driver No Photo Available>></p>	
<p><<First Name>> <<Last Name>> <<TD-###-###-###>></p>		
EXPIRY DATE/DATE D'EXPIRATION: <<YYYY-MM-DD>>		

Roadside Verification

- A copy of the Tow Driver's Certificate must be surrendered on demand of police and TSSEA inspectors. May surrender an electronic version or the physical copy.
- An Ontario Tow Driver certificate will include the corresponding Ontario driver licence photo. Out of Province Tow driver Certificates will not include a photo.

Tow operators

Requirements

A Tow Operator Certificate is issued to an applicant that meets the following:

- Holds a valid CVOR or safety fitness.
- Appropriate safety record with no disqualifying convictions.
- At least \$2 million in liability insurance, \$100,000 insurance for damage to vehicles, \$50,000 cargo insurance.
- For applicants, related persons, and officers and directors of corporation, must submit a CRJMC and have no disqualifying offences.
- Is a fit and proper person.

L&I



Roadside Verification

- A copy of the Tow Operator Certificate must be carried in each tow truck operating under this certificate and must be surrendered on demand of police and TSSEA Inspectors. May surrender an electronic version or the physical copy.

Vehicle storage operators

Requirements

- User must declare that they meet applicable zoning requirements for all Vehicle Storage locations registered under the certificate.
- At least \$2 million in liability insurance, \$100,000 insurance for damage to vehicles, \$50,000 cargo insurance.


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For applicants, related persons, and officers and directors of corporation, must submit a CRJMC and have no disqualifying offences.

- Is a fit and proper person.

Verification

- A copy of this certificate must be displayed or posted in a conspicuous place visible to the public at all locations registered under the operator.

Ministry of Transportation Commercial Safety & Compliance Branch 3rd Floor, 301 St. Paul Street St. Catharines ON L2R 7R4 1 800 367-7736, 416 246-7166 towing@ontario.ca	Ministère des Transports Direction de la sécurité et de la conformité en matière de transport commercial 3e étage, 301 rue Saint-Paul St. Catharines ON L2R 7R4 1 800 367-7736, 416 246-7166 towing@ontario.ca	Ontario 
YYYY-MM-DD		
Name Operating As Address <<VS-###-###-###>>		
Vehicle Storage Certificate/Certificat d'entreposage de véhicule		
A copy of this certificate must be displayed or posted in a conspicuous place visible to the public at the locations listed below.		
You are required to report any changes in your business information within 15 days to the Ministry. Contact our office for more information.		
For more information, visit https://www.ontario.ca/page/get-towing-vehicle-storage-certificate		
Location Address (if additional locations list below)		
Une copie de ce certificat doit être affichée ou placée dans un endroit bien visible par le public aux endroits susmentionnés.		
Vous devez signaler au ministère toute modification des renseignements relatifs à votre entreprise dans un délai de 15 jours. Pour de plus amples renseignements, contactez notre bureau.		
Pour de plus amples renseignements, consultez le site https://www.ontario.ca/fr/page/obtenez-certificat-remorquage-dentreposage-vehicules		
Director of Towing and Vehicle Storage Standards Directeur des normes relatives au remorquage et à l'entreposage des véhicules		
Enclosure/ Pièce jointe		
<<VS-###-###-###>>		

Application Review Process

The TSSEA regulation establishes eligibility requirements and qualifications for Tow Operator, Tow Truck Driver and Vehicle Storage Operator certificate applicants. MTO will ensure applicants meet TSSEA certificate holder threshold at application and renewal.

Review past conduct

- *Applicants, related persons, and officers and directors of corporation:* CRJMC to ensure no disqualifying offences and that they are a fit and proper person.

Director may also consider:

- Failure to comply with other federal or provincial acts, including past municipal or CVOR enforcement action.
- Breached certificate conditions or history of other TSSEA certificates issued.
- Payment of fees.

Verification process

The application portal will auto-verify:

- Tow Operator's hold a valid CVOR;
- Tow Driver's are fully licensed and have not been suspended in the last 2 years for disqualifying offences; and
- Tow Driver's have completed the required training (once fully implemented).

When considering approval and following approval

- The Director may refuse to issue, and refuse to renew, certificates if TSSEA requirements are not met or maintained.
- The Director can set out any certificate condition deemed necessary.

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b9

Application Review Process – Municipal Support and Expertise

The TSSEA regulation establishes eligibility requirements and qualifications for Tow Operator, Tow Truck Driver and Vehicle Storage Operator certificate applicants. MTO will ensure applicants meet TSSEA certificate holder threshold at application and renewal.

Review past conduct

- *Applicants, related persons, and officers and directors of corporation:* CRJMC to ensure no disqualifying offences and that they are a fit and proper person.

Director may also consider:

- Failure to comply with other federal or provincial acts, including past municipal or CVOR enforcement action.
- Breached certificate conditions or history of other TSSEA certificates issued.
- Payment of fees.

Municipal support and expertise are keys to a successful transition

As we transition from municipal to provincial oversight, the Director will rely on information from municipalities to refuse to issue a certificate in these circumstances.

- A qualification for each certificate type is that the applicant has **not been refused the comparable municipal licence or had their municipal licence suspended, revoked or cancelled.**
- The TSSEA regulation also requires that tow operators and drivers **have always provided towing services competently and safely, and that vehicle storage operators have delivered their services competently and safely.**
- Applicants for each certificate must also be fit and proper persons, ***“having regard to the applicant’s character, integrity and past conduct.”***

Discussion



What municipalities need to transition

- In our warmup question, we asked “what are the most important things you need to know to successfully transition to the oversight regime led by the province?” Did the information presented so far spur any new ideas?



Take the mic

Raise your hand and wait for your cue.
Don't forget to unmute.



Share with us in the chat

Use the chat to answer these questions.
Write +1 if you agree with someone else.

Discussion

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Sharing information between municipalities and MTO

The information you share with MTO can help support a strong start for province-led compliance. Examples include conditions MTO might place on certificate holders and in risk-based compliance activities at the beginning of the oversight regime.

- Before we launch a new portal, how might municipalities share historical information with MTO, particularly with intelligence about operators and drivers with a history of non-compliance and/or suspicious practices? Describe the kind of information, how it might be shared (e.g., file types), and how frequently.



Take the mic

Raise your hand and wait for your cue.
Don't forget to unmute.



Share with us in the chat

Use the chat to answer these questions.
Write +1 if you agree with someone else.

Discussion

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Sharing information between municipalities and MTO

- What are the most important local trends in recent years, particularly in non-compliance and/or suspicious practices? Consider how the pandemic, rising costs, and other factors are affecting the industry.



Take the mic

Raise your hand and wait for your cue. Don't forget to unmute.



Share with us in the chat

Use the chat to answer these questions. Write +1 if you agree with someone else.

TSSEA General Regulation

194

910

Overview of TSSEA General Regulation

Goals: Establish a new balance in the sector throughout the province with trusted credentials, empower customers and empower the regulator

In this section we will cover industry standards, customer protection, consent to tow, required rate sheet, tow service rates, prohibited tow service rates, vehicle storage service rates, and prohibited vehicle storage service rates.

Customer Towing Cycle Experience

This diagram illustrates common steps taken by individuals who experience the towing of a vehicle. Each individual and situation is different, and some journeys through the system might not be reflected. Some industry actors may not follow all of the steps and provisions outlined.

1/2

LEGEND

- Step that may not be followed by the industry
- Neutral/assist
- Delight/enabler
- Painpoint/barrier

1/3



New TSSEA Regulation – Customer Protection

Goal: Set expectations and requirements of the industry

Conduct, practices and restrictions

- A new **Code of Conduct** for certificate-holders.
- Certificate-holders **must not offer or provide a service under another business** name or contact information.
- Restrictions on referrals and **required disclosure of interest**.
- Clear **prohibited practices**.

Identification

- Prescribed **information for the public** (certificate-holder signage, requirement to present tow driver certificate).
- Tow trucks must **display name and TSSEA certificate number**.
- Tow drivers must **carry and produce certificate** and other prescribed documents
- Vehicle storage operators must **post their certificate** for public view.

Consent, invoices, rates and payment

- Thorough **consent-to-tow requirements**, including providing information before obtaining consent.
- Prescribed **invoice content** and requiring providing invoice before requesting payment.
- Restrictions on **which services can be billed**.
- Publishing of **maximum rates** and requirement to present maximum rate schedule before consent.
- Required to **accept multiple forms of payment**.

Vehicle transport and access

- Must **permit vehicle access for owners and authorized parties**.
- Tow drivers must **photograph the vehicle at the recovery scene and take precautions against further damage**.
- Tow drivers must **take the most direct route** to the vehicle drop-off location

New TSSEA Regulation – Industry Standards

The new TSSEA general regulation replaces 417/22, expanding oversight tools and customer protections.

General

- Director ability to **apply conditions to a certificate** at issuance or any other time.
- Director ability to **suspend or cancel a certificate.**
- Certificate-holder **requirement to submit information** to the Director and **maintain prescribed records.**
- Extensive **qualification and screening requirements** for applicants.
- Prescribed **minimum insurance.**

Tow operators

- Tow operators must ensure that **only safe and mechanically fit tow trucks and safe and appropriate equipment** are used.

Vehicle storage operators

- Take steps to **inform the vehicle owner of the location of the stored vehicle.**
- Only **store vehicles at identified locations registered with the Director.**
- Make reasonable efforts to **meet the customer at the storage yard to facilitate access or release of the vehicle promptly.**
- In **compliance with all applicable municipal permitting and zoning requirements.**
- Operated, maintained and **kept in a state of good repair with adequate security measures.**
- **Clearly signed** to allow customers to find storage site, and ensure information about hours of operation, business name, contact information, and fee schedule are visible at the facility.

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Consent Requirements

Where towing occurs because of an official process, such as at the direction of police, consent to tow is not required. In all other situations consent must be obtained before commencing towing services.

TSSEA and the regulation prescribe **obligations for tow operators and tow truck drivers obtaining customer consent.**

Obligations include:

- Providing the tow operator's **maximum rate schedule** at the time consent is requested.
- Providing a prescribed list of the **customer's rights** prior to obtaining consent.
- Mandatory **documenting of consent** and including within that record prescribed information.
- Restricting **amendments to any consent to those approved** by person originally giving consent.

An operator who fails to obtain consent cannot charge for towing services.

TSSEA and the regulation do not require consent for vehicle storage services.

- It was reasoned that those in a position to offer vehicle storage consent would be in a position to determine the destination of the tow at the outset (whether this be a residence, a mechanic, etc.).
- It was also considered that in most cases a customer's first contact with a storage operator would be for the purpose of retrieving their vehicle.

Rates Charged to the Client or Customer

To provide customers with transparency on fees, the regulation requires tow and vehicle storage operators to post their rates. The regulation outlines what services are included on a rate sheet and prohibits charging for certain activities. A consistent template must be used.

The intent is to allow industry to set their own rates and for the Director to intervene if rates are unreasonable.

19.9

Tow and storage operators

- Will be required to submit rate sheets to MTO via an online portal.
- Will be able to make changes to rates they posted via a self-service portal.
 - There will be a 30-day holding period before they take effect or the operator may set a future date beyond the holding period.
- Will be prohibited from charging more than their published rates.

Customers

- Will be able to view the rates in order to make an informed decision.
- Will be able to file a complaint with MTO regarding unreasonable.

Director of Towing and Vehicle Storage Standards

- Will have authority to reject unreasonable rates and require they be amended.
- Will not approve each operator's individual rates, rather a report will be generated to identify rates that are outside the norm (i.e., unreasonably high).

Discussion

008



Did this section spark new ideas for...

- What are the most important things you need to know to successfully transition to the oversight regime led by the province?
- What kind of historical information might municipalities share with MTO?



Take the mic

Raise your hand and wait for your cue.
Don't forget to unmute.



Share with us in the chat

Use the chat to answer these questions.
Write +1 if you agree with someone else.

016

Next Steps

After today's session

- When possible, the ministry encourages our municipal partners to educate the towing sector on the changes coming into effect
- **Next session to address transition, how we might collaborate and specific concerns**

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Contact us

- If you have any questions or comments, please contact MTO at **Towing@Ontario.ca**

Thank you for joining and
sharing your expertise

Ministry of Transportation
Ontario 

96

90

Attachment #3

Ministry of Transportation
Commercial Safety and
Compliance Branch

301 St. Paul Street, 3rd Floor
St. Catharines ON L2R 7R4
1 800 387-7736, 416 246-7166
towing@ontario.ca

Ministère des transports
Direction de la sécurité et de la conformité en
matière de transport commercial

301, rue Saint-Paul, 3^e étage
St. Catharines ON L2R 7R4
1 800 387-7736, 416 246-7166
towing@ontario.ca



July 18, 2023

Re: Towing and Vehicle Storage Certificates

In June 2021, the Ontario government passed the *Towing and Storage Safety and Enforcement Act (TSSEA)* to provide provincial oversight of the towing and vehicle storage sectors.

The TSSEA establishes a provincial oversight framework for the towing and vehicle storage sector replacing former municipal regimes. Operators and tow truck drivers only have to comply with the provincial regime. The Act requires tow operators, tow truck drivers, and vehicle storage operators to have a provincial certificate to operate.

The Ministry of Transportation (MTO) is implementing towing requirements in several phases:

1. **January 1, 2023** (in effect already): new HTA [requirements](#) that apply to other commercial motor vehicles and establish vehicle requirements for tow trucks (i.e., daily and annual inspections and use of a safety vest).
2. **July 1, 2023**: Introduction of three certificate types: Tow Operator, Tow Truck Driver and Vehicle Storage Operator. On July 4, 2023, the [online application portal](#) launched and industry can apply for a certificate at no cost (until July 2024)
3. **January 1, 2024**: new TSSEA requirements including customer protection and standards of practice to professionalize the industry. Tow operators and vehicle storage operators must have a certificate to operate and TSSEA enforcement begins.
4. **July 1, 2024**: Tow truck drivers must have a certificate to drive a tow truck.

Application Process and Certificate Fees

The application process for certificates will open on July 4, 2023. To encourage industry registration and ease transition from municipal oversight, there will be no fees charged until July 1, 2024, for all certificate types. Tow drivers who apply early will have

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an additional three years to complete the required training (training must be completed for certificate renewal, which is required three years after certification). Effective July 2024, the following certificate fees will apply:

- o \$575 per year for a tow operator certificate
- o \$195 every three years for a tow truck driver certificate and
- o \$575 per year for a vehicle storage operator certificate.

To give the industry time to get ready, the requirement to have a certificate will not be enforced until January 1, 2024, for tow and vehicle storage operators and July 1, 2024, for tow truck drivers. Apply early to avoid delays.

You must meet certain requirements to apply for and keep your certification, referenced to appendix 1 of this document and available on [Ontario.ca/towstoragecertificate](https://ontario.ca/towstoragecertificate).

To learn more about Ontario's requirements for operating tow and vehicle storage certificates, the following reference materials are available to you:

- [Ontario.ca/towstoragecertificate](https://ontario.ca/towstoragecertificate)
- [Towing and Storage Safety and Enforcement Act](#)
- [O. Reg. 167/23: General](#)
- [O. Reg. 162/23: Charges for Towing and Vehicle Storage Services](#)
- [Change information on a vehicle permit | ontario.ca](#)

Sincerely,



Jennifer Elliott
Director
Commercial Safety and Compliance Branch

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Appendix 1: Certificate Eligibility and requirements

There are different requirements to be eligible for each certificate.

Tow operators

A tow operator is a person or company that offers towing services.

To apply for a certificate, you must:

- have a valid Ontario Commercial Vehicle Operator's Registration (CVOR) certificate. If you do not have a CVOR, a National Safety Certificate (NSC) will be required.
- meet commercial vehicle safety requirements, including requirements for vehicle inspections and equipment (tow truck operators are currently exempt from Hours of Service and Electronic Logging Devices (ELD) requirements)
- have minimum insurance coverage of:
 - \$2 million in liability insurance for personal injury or death and loss or damage to property
 - \$100,000 in consumer vehicle insurance
 - \$50,000 in cargo liability insurance
- have a Criminal Record and Judicial Matters Check (CRJMC) for the applicant and, if applicable, all active corporate officers (will be verified with the Ontario Business Registry or Corporations Canada before processing the application)
- not have been convicted of certain offences under the:
 - *Criminal Code of Canada*
 - *Highway Traffic Act*
 - *Controlled Drugs and Substances Act*
 - *Compulsory Automobile Insurance Act*

Tow truck drivers

To apply, you must have:

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- a valid driver's licence (minimum G class)
- a [Criminal Record and Judicial Matters Check](#)
- completed a mandatory driver training program approved by the Ministry of Transportation (a list of authorized training providers will be posted once available).
 - Tow truck drivers applying **by June 30, 2024**, can get a certificate without having completed the approved training as long as they complete the approved training before renewing.
 - Tow truck drivers applying **on or after July 1, 2024**, must complete approved training before applying.
 - Tow truck drivers who have completed a training program approved by the ministry in the past three years are not required to complete a mandatory driver training program again
- not have been convicted of [certain offences](#) under the:
 - *Criminal Code of Canada*
 - *Highway Traffic Act*
 - *Controlled Drugs and Substances Act*
 - *Compulsory Automobile Insurance Act*

Vehicle storage operators

A vehicle storage operator is a person or company that offers vehicle storage facilities or services.

To apply, you must:

- have minimum insurance coverage of:
 - \$2 million in liability insurance for personal injury or death and loss or damage to property
 - \$100,000 in consumer vehicle insurance
 - \$50,000 in cargo liability insurance

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- have a [Criminal Record and Judicial Matters Check](#) (CRJMC) for the applicant and, if applicable, all active corporate officers (will be verified with the [Ontario Business Registry](#) or [Corporations Canada](#) before processing the application)
- meet municipal zoning requirements for all vehicle storage locations. Contact your municipality for information on zoning requirements.
- not have been convicted of [certain offences](#) under the:
 - *Criminal Code of Canada*
 - *Highway Traffic Act*
 - *Controlled Drugs and Substances Act*
 - *Compulsory Automobile Insurance Act*

Criminal Record and Judicial Matters Check

A Criminal Record and Judicial Matters Check (CRJMC) is required for all applicants. The CRJMC must be less than 90 days old from the search date when you submit your application.

If you are applying as a corporation, all active corporate officers listed in the [Ontario Business Registry](#) or [Corporations Canada](#) need to have a CRJMC. Please ensure information about your corporate officers is up-to-date in the registry. Any discrepancies in corporate officers will result in a delay in processing the application or the application being returned.

[Learn more about police record checks.](#)

Convictions that make you ineligible

A certificate will not be issued to an applicant if the applicant or any corporate officers have been convicted or charged with certain offences (disqualifying record of convictions or charges) listed in Ontario Regulation [167/23](#) under the:

- *Criminal Code of Canada*
- *Highway Traffic Act*
- *Controlled Drugs and Substances Act*
- *Compulsory Automobile Insurance Act*

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO018-23

DATE: September 6, 2023

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Park Development in the Angus "5th Line Neighbourhood"
Phase 1 – Splashpad at 191 Maplewood Drive

RECOMMENDATION

That Staff Report CAO018-23 be received for information; and

That Council authorize staff to proceed to tender a new splashpad at 191 Maplewood Drive, Angus, using park reserve funds, as a first phase only in the replacement of park equipment and amenities from within the Stonemount Park, with staff to continue to consult on further phases (and locations) to follow.

BACKGROUND

The Township sold its Stonemount Park at 152 Greenwood Drive in the "5th Line Neighbourhood" in 2022, to the Simcoe County District School Board (SCDSB), at the request of the SCDSB in an effort to arrange for an additional site for an elementary school in Angus. Essa Township will continue to operate a park at this location until news of funding for a new school is received. In the meantime, however, it would be wise for the municipality to start to make arrangements to replace park equipment and amenities elsewhere.

While the municipality still needs to continue with public consultation, the installation of another splashpad is recommended to occur at a nearby site where servicing for a splashpad seems most logical to parks and engineering experts (Essa's Manager of Parks & Recreation, Manager of Public Works/Engineering and Consulting Engineers).

COMMENTS AND CONSIDERATIONS

152 Greenwood Drive contains the following park amenities:

- Splashpad
- Playground structure
- Covered outdoor (hockey) pad

- Basketball nets
- Adult exercise equipment
- Small parking lot

All of these will need to be relocated at some point.

The Township has held the following public sessions to-date:

- a) Public meeting June 15, 2022
- b) Public reporting to Committee of the Whole and Council September 7, 2022
- c) Open house February 17, 2023
- d) Currently, digital advertising is promoting a “Have Your Say” electronic campaign as are static mobile signage at varying key places around the Township (i.e., website, 3 digital signs, 2 traditional mobile signs in both Angus and Thornton)
- e) Booth at Angus Canada Day Celebration

The Township has stated that further public consultation will follow. Specifically at this time, the Township is planning a second trails open house in October or November of this year, to be arranged and hosted by consultants WSP – the consultants preparing the Township’s Transportation and Trails Master Plan. Planning staff have also committed to organizing a neighbourhood meeting to collect comments and further ideas.

Township staff is recommending to proceed with the construction of another splashpad at its vacant Maplewood Drive Park where servicing is readily available (refer to attached drawing). To complement the splashpad, staff is also recommending:

- A small washroom
- Play structure for children/exercise equipment for adults
- A parking lot with 18 vehicle stalls plus 2 barrier-free stalls
- A perimeter trail to be hard-surfaced
- Benches and garbage containers
- A shelter with a picnic spot (2)

The Maplewood Drive Park development would only be Phase 1 of the overall project since there will be further items remaining to be relocated, namely: an outdoor (hockey) pad, and other amenities, and future phases could evolve and improve on parks in general (the Township is **not** limited to relocating and adding only what is currently existing). As Council may recall, other nearby parkland includes Mike Hart Park, 2 smaller “parkette” blocks, Willoughby Road Park and Open Space lands along Gold Park Gate. Also close by, still within Angus, are other parkland and open space opportunities. It is staff’s suggestion that staff continue to consult with the public to determine the best placement of amenities while listening to and accommodating residents and balancing all interests. Again, this really can be viewed as an opportunity involving a “blank slate” which could tap into some creativity.

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Township Council will be meeting with the Ministry of Education at the AMO conference on August 21st, to request that funding for a new elementary school in Angus be announced in very short order.

FINANCIAL IMPACT

None. The SCDSB paid a sufficient amount to relocate amenities and this money has been placed into a park reserve fund to be used for this purpose. Staff familiar with parks and tenders believe that this fall is a good time to proceed with this initial phase. Further phases could be constructed in 2024 and following.

Manager of Finance Approval: _____

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize staff to proceed to tender a new splashpad at 191 Maplewood Drive, Angus, along with other amenities as depicted on the attached drawing.
3. Direct staff otherwise.

CONCLUSION

Option #2 is recommended by the Manager's of Parks and Recreation and Manager of Public Works/Engineering.

Respectfully submitted:

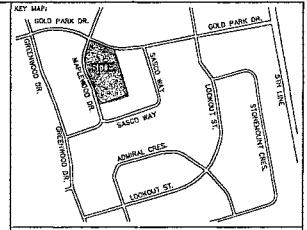
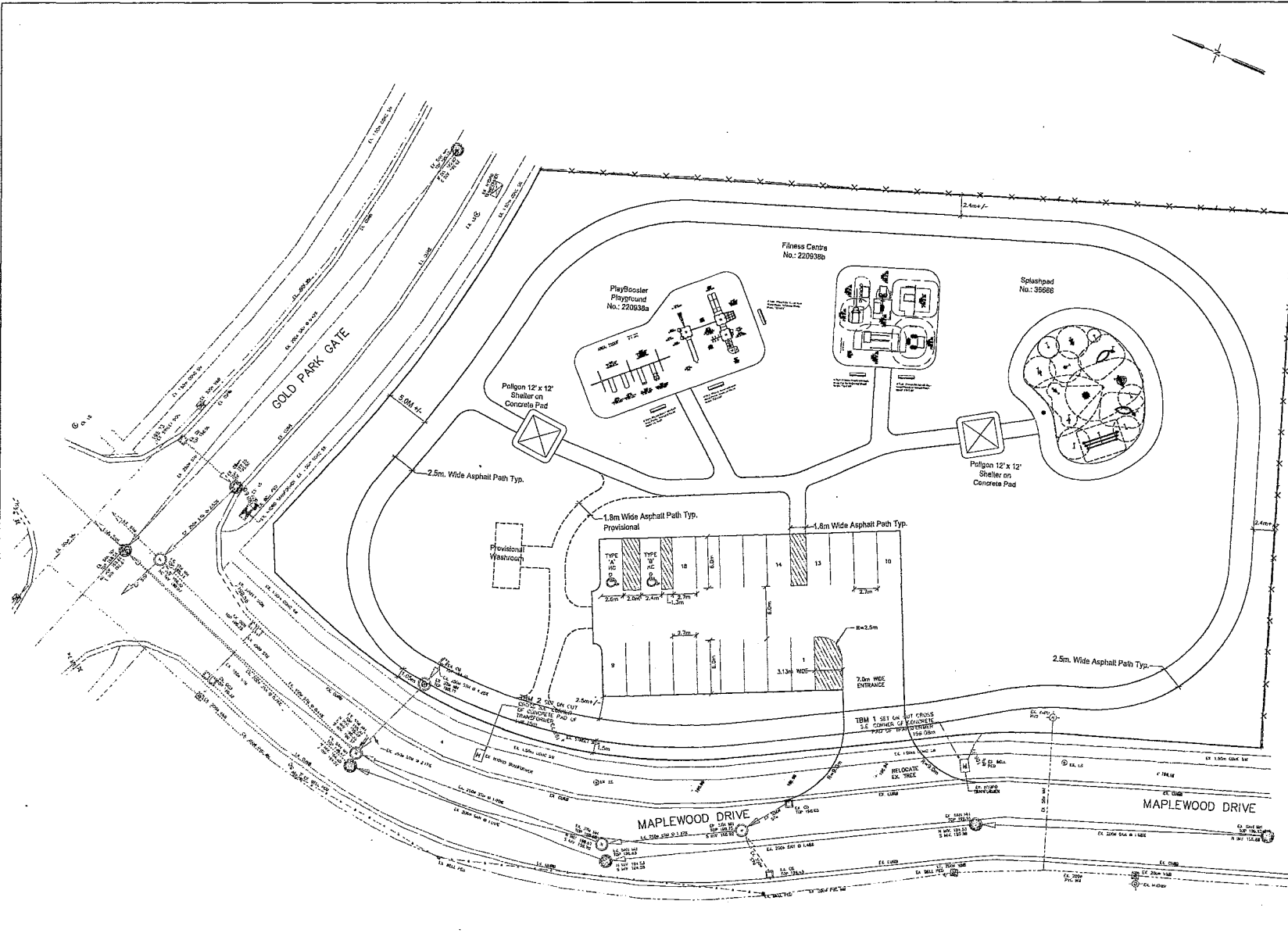


Colleen Healey-Dowdall
CAO

Attachments:

- Drawing showing proposed Phase 1 of Park Relocation
- Digital advertising snippet from website

Attachment #1



- NOTES:
1. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 2. SURVEY PREPARED BY: SPECTER MEASURED DATED: JUNE 17, 2022.
 3. DO NOT SCALE DRAWINGS.
 4. REPORT ALL ERRORS, OMISSIONS OR DISCREPANCIES TO URBAN WATERSEWER GROUP LIMITED IMMEDIATELY UPON DISCOVERY.
 5. USE ONLY LATEST REVISED DRAWINGS OR THOSE THAT ARE MARKED "ISSUED FOR CONSTRUCTION".
 6. THE DRAWINGS ARE THE PROPERTY OF URBAN WATERSEWER GROUP LIMITED AND MUST BE RETURNED ON COMPLETION OF THE PROJECT. ANY UNAUTHORIZED USE OF THIS PLAN IS PROHIBITED.

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TEMPORARY BENCH MARKS:
 TBM 1: SET ON CUT CROSS S.E. CORNER OF CONCRETE PAD OF TRANSFORMER. 199.05m
 TBM 2: SET ON CUT CROSS S.E. CORNER OF CONCRETE PAD OF TRANSFORMER. 192.75m

LEGEND		EXISTING VALVE & BOX	
---	PROPERTY LINE	□	PROPOSED VALVE & BOX
---	EXISTING ELEVATION	□	EXISTING HYDRANT & VALVE
---	PROPOSED ELEVATION	□	PROPOSED HYDRANT & VALVE
---	EXISTING SHEET FLOW	---	MAJOR SYSTEM OVERLAND FLOW ROUTE
---	PROPOSED SHEET FLOW	---	PROPERTY LINE / MATCH EXISTING
---	EXISTING STORM MANHOLE	---	PROPOSED SHALE ELEVATION
---	PROPOSED STORM MANHOLE	---	SECTION OF WALL ELEVATION
---	EXISTING SANITARIUM MANHOLE	---	TIP OF WALL ELEVATION
---	PROPOSED SANITARIUM MANHOLE	---	
---	EXISTING SHIELD/DOUBLE CATCHBASIN		
---	PROPOSED SHIELD/DOUBLE CATCHBASIN		
---	EXISTING SANITARY MANHOLE		
---	PROPOSED SANITARY MANHOLE		

NO.	REVISIONS	DATE	PREP.
1	ISSUED FOR PERMIT	7/17/21	B.K.

SCALE: 1:200
 DESIGN: P.E.
 DRAWING: B.K.
 CHECKER: P.E.
 DATE: 2022/11/30

TOWNSHIP OF ESSA
 OPTION B
 MAPLEWOOD PARK
 191 MAPLEWOOD DRIVE, TOWNSHIP OF ESSA
 SITE SERVICING AND GRADING PLAN

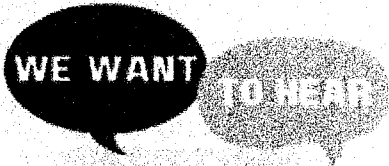


GREENLAND Consulting Engineers
 120 Home Street
 Collingwood, Ontario, L9Y 1V5
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 Fax: (705) 444-8482
 Email: greenland@greenland.com
 Website: www.greenland.com

CONTRACT No. #***** DWG. No. 23031-SSG1

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PARKS AND RECREATION



FROM YOU

Parks and Recreation Survey



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO019-23

DATE: September 6, 2023

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Proposed Angus Servicing Capacity Allocation Policy

RECOMMENDATION

That Staff Report CAO019-23 be received; and

That Council adopt the proposed Angus Servicing Capacity Allocation Policy to span a 3-year term extending to December 31, 2026, to provide for certainty for all involved in the development of Angus and to provide the municipality with a responsible and sustainable financial plan for funding of core services for Angus.

BACKGROUND

The Infrastructure Master Plan (IMP) of 2022, identified that while the town of Angus has land available within its borders to accommodate approximately 7,390 households, there is currently only enough water capacity for approximately another 568 households and wastewater capacity for approximately another 858 households beyond the existing 4,581 households. In addition, the existing water distribution system does not meet current fire flow standards.

During the first part of 2023, Township staff reached out to its development community and organized and held several meetings to discuss the situation with as many interested people as possible including landowners, developers, planners and engineers. Township staff listened and considered many different factors not the least of which including:

- There are approximately 3,000 units in queue proposed for Angus.
- Bill 23 results in a phase-in of development charges, which creates an estimated financial loss of approximately \$3.6 million.
- It is estimated that it will cost Essa approximately \$15 million to expand each of its water and wastewater facilities/systems.

Essa currently has approximately 568 units of water available and 858 units of wastewater units available (as noted above). The IMP prepared for Essa by Greenland Consulting identified different options for the Angus water and wastewater facilities/systems. The IMP

was adopted by Council in late summer/early fall of 2022 (Council meeting of September 17, 2022), and Essa Council thereby concluded that it preferred to expand its existing facilities/systems as opposed to pursuing other options (such as connecting to a pipeline). The referenced expansions cannot be phased – instead, major contracts should be planned to achieve the best results. Essa has commenced with a Schedule B, Environmental Assessment of its water system (refer to a report to Council dated June 7, 2023, as presented to Council in the spring of 2023) – Greenland Consulting has been hired and the project is now in progress. Following the completion of the formal Environmental Assessment (EA), staff is anticipating that Council will proceed to tender and “undertake” construction works all in keeping with the advice of the Township’s Engineer and Consulting Engineer, and of course the final results of the EA.

Township staff is carefully putting forward what is believed to be an equitable and balanced approach to the allocation of servicing capacity. Equitable in that all landowners and developers have been contacted and consulted; and balanced in that the municipality is considering projects of varying size and scale, the need for economic development and development in general, and the finances of the municipality.

The Township’s CAO, Planner, Engineer and Lawyer have all met to discuss Essa’s situation centred around limited water and wastewater servicing capacity and Essa has further consulted with all involved. The study team, as referenced above, has considered a first come/first serve approach, and as well, one which allocates servicing capacity. It has been concluded that Essa has an “open for business” reputation and can maintain this with the proposed Angus Servicing Capacity Allocation Policy (ASCAP) since:

- (a) The Township reached out and consulted with all landowners/developers in Angus and only some developers are ready to proceed immediately prior to the completion of the on-going water expansion project scheduled to provide additional water in 2025.
- (b) Only a handful of developers followed up with staff after the spring meetings (2023) to commit to entering into a financial and legal agreement to receive/reserve immediate allocation.
- (c) Essa can continue to review and tentatively approve development plans on the condition that developers acknowledge that they are aware that servicing is not necessarily in place at this time.
- (d) Staff is proposing a term of a maximum of 3 years so as to provide for modification as circumstances change. Based on current calculations, after 3 years, the municipality will have sufficient capacity for anticipated growth and/or may fall back to a first come/first serve approach.

To clarify, the municipality is planning to increase its water supply by 2025, with approximately 300 units of water and wastewater capacity at that time, in time for the 2025 construction season. Further, the municipality plans to undertake a Schedule B, EA for a wastewater facility expansion commencing in 2024/2025, with an expected completion date of 2029.

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Chart of Points associated with Different Options/Approaches

Water/Wastewater Servicing Capacity Options	
A - Developers Front-end and Municipality Reserves Capacity	B - First Come/First Serve and No Reserving
<ul style="list-style-type: none"> All capacity is allocated 	<ul style="list-style-type: none"> The municipality to fund expansion and has full control – the municipality will lose out on investment revenue and this approach will cost taxpayers
<ul style="list-style-type: none"> Certainty – everyone knows who is getting what and can plan on this/make investment plans 	<ul style="list-style-type: none"> No certainty/developers will vie for allocation
<ul style="list-style-type: none"> Developers want work done; have put up funds in advance so presumably want to proceed and <u>not</u> stall 	<ul style="list-style-type: none"> Maintains an “open for business” attitude
<ul style="list-style-type: none"> The municipality has taken this approach previously – it has been a successful approach in the past 	
<ul style="list-style-type: none"> The municipality does not have to fund infrastructure investment 	
<ul style="list-style-type: none"> Developers agree to pay an administrative charge to fund the municipal shortfall 	
<ul style="list-style-type: none"> Ample developers have come forward willing to work with the municipality/others will not be stalled if plans and construction keep moving ahead 	

COMMENTS AND CONSIDERATIONS

Other municipal policies and practices were reviewed for background information and knowledge (it is notable that many municipalities are facing servicing challenges), and to inform the study team on the issues involved in developing a comprehensive servicing capacity allocation policy.

Proposed ASCAP Policy

Essa is mindful that some projects have a community benefit in that they create jobs or seats at schools. Creating jobs in the community means that Essa and its residents may continue to prosper close to home without the need to commute to larger centres elsewhere; and creating seats at schools can help with current over-crowding in existing schools.

There are a few lingering commitments from past expansions which is all the more reason for putting a time limit on current commitments.

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Virtual and in-person meetings were held with Angus landowners and developers, and parties were invited to follow up and express their intentions in writing; and as well, public reports have been presented to Council on the topic of development and servicing in Angus along with outreach to those interested, and notice was placed on Essa's website. The proposed policy or ASCAP is a pivot away from an informal first come/first serve approach to capacity allocation, to a balanced system which provides for allocation in varying categories which are documented and tracked until (near) depletion. The Policy aims to provide for continued development in a measured manner meeting a variety of needs in the community. In the past, Essa has built, on average, about 150 new homes/year.

Although many development proposals have merit, and contain several positive aspects, based on all of the above, the proposed Policy entails that capacity would provide for:

- (a) 100 units for small projects and ARU's,
- (b) 100 units for commercial projects (creating employment), and
- (c) 300 units for subdivision proposals.

Capacity will be awarded where developers are looking to proceed immediately and put forward funds to cover municipal administrative costs so that the municipality will not be out-of-pocket as it undertakes expansions. This equitable division should allow for previous commitments, several severances and small projects (10 units and under to coincide with new provincial planning legislation), ARU's, 2 small plazas with site plan approval and possibly 3 subdivisions (subdivisions where the landowner/developer has written to the municipality in response to meetings and outreach, and has offered and committed to paying and front-ending the costs associated with the water expansion planned for next year).

The municipality will document and track development in the categories as specified and otherwise, and once it is confirmed that there may be no further allocation available going forward, planning approvals will be issued only on the condition that building or development cannot occur until such time that servicing is available as confirmed by the municipal Engineer; and further, site plan approval would not be issued. Capacity allocation shall not extend beyond December 31, 2026.

It is ultimately the goal to align growth with water and wastewater allocation. The annual water capacity allocation threshold should be reviewed on a regular basis and/or as deemed appropriate by the municipal Engineer.

FINANCIAL IMPACT

The proposed ASCAP will mean that the costs of expansion to allow for development will be funded by developers at essentially no cost to the municipality or taxpayer. It is anticipated that the shortfall created by Bill 23 will be funded by those developers wanting to build immediately and also willing to front-end the needed infrastructure (paying for the short-fall and front-ending development charges). The developers willing to help the municipality by paying an administrative charge will be doing so by entering into a development agreement, voluntarily, 'on their own initiative'.

Manager of Finance Approval: _____

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SUMMARY/OPTIONS

Council may:

1. Take no further action but continue on a first come/first serve basis.
2. Consider and adopt staff's proposed ASCAP.
3. Direct staff in another course of action as Council may so wish.

CONCLUSION

Option #2 is recommended since staff believes that this Policy is fair and provides certainty which will be beneficial to all. The water expansion to be funded by developers will provide for future allocation for others. Those paying for the phasing loss due to Bill 23 and front-ending the expansion project will be allowed to use existing capacity. They will be entering into a contract with the municipality to facilitate and provide the terms and details of their payment which will cover the additional burden of the municipality to facilitate the development in advance.

Developers who pay and put-up money to front-end the water expansion project anticipated for next year and to be complete in 2025/26 and the wastewater expansion project expected to span 2025 through to 2029, will be able to tap into existing capacity. They are taking the cost away from the municipality and providing for future development in Angus for the benefit of being able to start to build as soon as all other requirements and conditions of planning approval are met.

Respectfully submitted:



Colleen Healey-Dowdall, RPP
CAO

Attachments:

Timeline for Infrastructure Improvements

Timeline for Infrastructure Improvements

