

**THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, MAY 17, 2023
6:00 p.m.**

AGENDA

Members of the public wishing to attend can do so by attending in person to the Council Chambers located in the Administration Centre 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

- p. 1 **a. Public Meeting**
 Re: Development Charges
- p. 19 **b. Public Meeting**
 Re: Zoning By-law Amendment Z3-23 (96 King Street, Angus)
- p. 22 **c. Public Meeting**
 Re: Zoning By-law Amendment Z3-22 (125 Sydenham Street, Angus)

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 25 **a. Staff Report PR012-23 submitted by the Manager of Planning, re: Charged for Change Program – Earth Day Canada Funding Agreement**
 Electric Vehicle Chargers – Township of Essa.

Recommendation: *BE IT RESOLVED THAT Staff Report PR012-23 be received.*

- p. 99 **b. Staff Report PR013-23 submitted by the Manager of Planning, re: Short-Term Accommodations in the Township of Essa**

Recommendation: *BE IT RESOLVED THAT Staff Report PR013-23 be received; and THAT Council direct Staff to update the Township of Essa's Zoning By-law 2003-50 to accommodate Short-Term Accommodations based on specific criteria including:*

- *Updating the definition of 'Bed and Breakfast' to include a requirement that the proprietor must reside in the subject property;*
- *Adding a definition for 'Short-Term Accommodation' that relates directly to the Bed and Breakfast definition; and*
- *Including provisions in the 'Short-Term Accommodation' definition limiting rentals to principal residences and maximum consecutive rental days.*

- p. 241 c. **Staff Report PR015-23 submitted by Township’s Planning Consultants (MHBC Planning), re: Brookfield Homes Subdivision (Part of Lot 16, Con. 4) E-T-0602; SCDSB Condition of Draft Approval and Status Update on Subdivision Agreement and WWTP Servicing Agreement.**

Recommendation: *BE IT RESOLVED THAT Report PD015-23 be received; and THAT Council endorse the addition of a condition of draft plan approval requested by the Simcoe County District School Board for the Brookfield Homes draft plan of subdivision E-T-0602; and THAT Council receives the status update on the Brookfield Homes Subdivision Agreement and Waste Water Treatment Plant (WWTP) Servicing Agreement.*

5. PARKS AND RECREATION / COMMUNITY SERVICES

- p. 245 a. **Staff Report PR010-23 submitted by the Manager of Parks and Recreation, re: Award of Tender – Snow Removal.**

Recommendation: *BE IT RESOLVED THAT Staff Report PR010-23 be received; and THAT the quotation as received from **Marcus Contracting** in the amount of **\$100,000.00 (excluding HST)** for the Snow Removal and Distribution of Pickled Sand tender be accepted as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the municipality.*

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- p. 248 a. **Staff Report PW001-23 submitted by the Township Engineers, Ainley Group, re: Proposed Baxter Wastewater Treatment Plant Assessment of ECA Application Package.**

Recommendation: *BE IT RESOLVED THAT Staff Report PW001-23 be received; and THAT Council accept that the Environmental Compliance Approval application for the proposed Baxter Wastewater Treatment Plant (WWTP) is suitable for submission to the Ministry of the Environment Conservation and Parks (MECP).*

- p. 287 b. **Staff Report PW007-23 submitted by the Manager of Public Works, re: Award of Quotation – Double Surface Treatment – Slurry Seal (Combined).**

Recommendation: *BE IT RESOLVED THAT Staff Report PW007-23 be received; and THAT the quotation as received from **DUNCOR ENTERPRISES** be accepted in the amount of **\$594,975 (excluding HST & including provisional items)**, to complete the 2023 double surface treatment projects, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township’s satisfaction; and*

*THAT the quotation as received from **DUNCOR ENTERPRISES** be accepted in the amount of **\$122,700 (excluding HST)** to complete the 2023 slurry seal treatment projects, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township's satisfaction; and THAT Council authorize Staff to utilize the remaining (surplus) non-obligatory capital funding to repair and reconstruct the 5th Line between Highway 89 to Underhill Court (Nicolston Dam area) and the 10th Line between County Road 21 to the 10th Sideroad.*

8. FINANCE

- p. 293 a. **Staff Report TR008-23 submitted by the Deputy Treasurer, re: Budget to Actuals Update as of March 31, 2023.**

Recommendation: *BE IT RESOLVED THAT Staff Report TR008-23 be received.*

9. CLERKS / BY-LAW ENFORCEMENT / IT

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

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 7th day of June, 2023 at 6:00 p.m.*



TOWNSHIP OF ESSA PUBLIC MEETING REGARDING DEVELOPMENT CHARGES

WEDNESDAY MAY 17, 2023

MAYOR:

The Township of Essa is holding a public meeting pursuant to the *Development Charges Act, 1997*, regarding proposed development charge rates and policies to be applied throughout the Township. It is anticipated that the passage of the by-law by Council would occur on a date subsequent to the public meeting.

Development charges are levied against new development and are a primary source of funding for development-related capital expenditures. The **2023 Development Charges Background Study** relates to the provision of services for Library, Fire, Police, Parks and Recreation, Services related to a Highway, Public Works and Fleet, roads, Water and Sanitary Sewer Infrastructure.

Council is required under the *Development Charges Act, 1997*, to hold at least one public meeting to allow the public the opportunity to review and provide comments on the **2023 Development Charges Background Study**, related staff reports and the proposed development charges by-law. Copies of the **2023 Development Charges Background Study** and the proposed development charges by-law were available to the public on the Township's website.

CHIEF ADMINISTRATIVE OFFICER:

A development charge by-law is a mechanism to fund the capital expenditures of municipal infrastructure that relates to growth. Examples of such growth-related capital projects include road over-sizing, facility expansions, new facilities or fleet requirements over and above the existing amount.

There are currently three Development Charge By-laws that apply to development in the Township of Essa. One of these by-laws is under the jurisdiction of the Township, one is under the jurisdiction of the County of Simcoe and the last one relates to the School Boards (for Education Development Charges). The County By-law applies to broader County matters i.e., County roads, long term care, paramedic services, etc. The Township collects all development charges for all 3 By-laws upon application for a building permit for a new home or other applicable development.

The Development Charges Act (DCA) outlines how development charges (DC's) are calculated and applied. The DCA, O. Reg 82/98, and now Bill 23, require that a development charges background study be prepared in which DCs are determined with reference to:

- A forecast of the amount, type and location of development anticipated in the Township. The forecast is based on a projection of population, household and employment growth for the next 10 years for all services except water and sewer that is based on a longer-term planning horizon, which aligns with the infrastructure requirements to service development.

- The average level of service provided by the Township over the fifteen-year period immediately preceding the preparation of the background study; and
- A review of capital works in progress and anticipated future capital projects, including an analysis of gross expenditures, funding sources, and net expenditures incurred or to be incurred by the Township or its local boards to provide for the expected development, including determination of the development and non-development-related components of the capital projects.

The areas that are eligible for funding through DC's are: Library, Fire, Police, Parks and Recreation, Services related to a Highway: Public Works and Roads as well as Water and Wastewater services. Existing DC reserve funds on hand, by service, are also considered in the calculation of the charges. All of this information is analysed to calculate new DC rates.

The proposed development charges by-law will not be adopted by Council at this meeting. The by-law will be considered by Council on June 21, 2023, after considering comments received as part of the public meeting and the consultation process.

All interested parties were invited to comment in writing prior to the public meeting or to speak at the public meeting.

COMMENTS FROM THE PUBLIC - MAYOR

Speakers must state their name and address so that proper records may be kept and notice of future decisions can be sent to those persons involved in the review process.

REPLY – MAYOR

Council may ask questions for clarification.

As previously stated, the proposed development charges by-law will not be adopted by Council at this meeting. The by-law will be considered by Council at a future meeting, after considering all comments received as part of the public meeting and the consultation process.

FINAL STATEMENT – MAYOR

If there are no further questions or comments, Council wishes to thank all those in attendance for their participation. It is intended that the Development Charges By-law will be presented to Council for passage on June 21, 2023.

DRAFT DC BY-LAW

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2023 - XX

A By-law to establish municipal-wide development charges for the Corporation of the Township of Essa

WHEREAS subsection 2(1) of the *Development Charges Act, 1997 c. 27* (hereinafter called "the Act") provides that the Council of a Municipality may pass By-laws for the imposition of development charges against land for increased capital costs required because of the need for services arising from development in the area to which the By-law applies; and

WHEREAS the Council of the Corporation of the Township of Essa ("Township of Essa") has given notice in accordance with Section 12 of the *Development Charges Act, 1997*, of its intention to pass a By-law under Section 2 of the said Act; and

WHEREAS the Council of the Township of Essa received a report entitled Development Charge Background Study, Township of Essa dated April 21, 2023 prepared by Hemson Consulting, wherein it is indicated that the development of any land within the Township of Essa will increase the need for services as defined herein; and

WHEREAS the Council of the Township of Essa has heard all persons who applied to be heard no matter whether in objection to, or in support of, the development charge proposal at a Public Meeting held on May 17, 2023 and provided a subsequent period for written communications to be made; and

WHEREAS the Council has given said communications due consideration, has made any necessary revisions to the Township of Essa Development Charges Background Study as a result of those communications, and has determined that no further public meetings are required in respect of the Background Study and the Development Charges By-Law; and

WHEREAS Council has given consideration to the use of more than one development charge by-law to reflect different needs for services in different areas, also known as area rating or area specific development charges, and has determined that for the services and associated infrastructure proposed to be funded by development charges under this by-law that it is fair and reasonable that the charges be calculated on both a municipal-wide uniform basis and area-specific basis; and

WHEREAS the Council of the Township of Essa on June 21, 2023 approved the Development Charge Background Study dated April 21, 2023, in which certain recommendations were made relating to the establishment of a development charge policy for the Township of Essa pursuant to the *Development Charges Act, 1997*.

NOW THEREFORE the Council of the Township of Essa enacts as follows:

DEFINITIONS

1. In this By-law,

- (1) "Act" means the *Development Charges Act, 1997, c. 27*;
- (2) "Accessory use" means a use of land, buildings or structures which is incidental and subordinate to the principal use of the lands and buildings;
- (3) "Agricultural use" means the bona fide use of lands and buildings for apiaries, fish farming, dairy farming, fur farming, the raising or exhibiting of livestock, or the cultivation of trees, shrubs, flowers, grains, sod, fruits, vegetables and any other crops or ornamental plants and includes the operation of a farming business and the erection of a farm help house on agricultural land but excludes a commercial greenhouse. Agricultural use does not include the development of a single detached dwelling on agricultural land;
- (4) "Apartment dwelling" means any residential unit within a building containing three or more dwelling units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor and shall include dwelling units contained above or as part of commercial buildings;
- (5) "Bedroom" means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room or kitchen;
- (6) "Board of Education" means a board defined in s.s. 1(1) of the *Education Act*;
- (7) "Building Code Act" means the *Building Code Act, 1992, S.O. 1992, c.23*, as amended;
- (8) "Building or Structure" means an enclosed area, including, but is not limited to, above grade storage tanks, air supported structures and industrial tents;
- (9) "Capital cost" means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of, and as authorized by, the municipality or local board,
 - (a) to acquire land or an interest in land, including a leasehold interest;
 - (b) to improve land;
 - (c) to acquire, lease, construct or improve buildings and structures;

- (d) to acquire, lease, construct or improve facilities including (but not limited to),
 - (i) rolling stock with an estimated useful life of seven years or more,
 - (ii) furniture and equipment, other than computer equipment, and
 - (iii) materials acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, c.P44, and
- (e) to undertake studies in connection with any of the matters referred to in clauses (a) to (d);
- (f) to complete the development charge background study under Section 10 of the Act;
- (g) interest on money borrowed to pay for costs in (a) to (d);

required for provision of services designated in this By-law within or outside the municipality.

- (10) "Council" means the Council of The Corporation of the Township of Essa;
- (11) "Development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof, and includes redevelopment;
- (12) "Development charge" means a charge imposed pursuant to this By-law;
- (13) "Dwelling unit" means a room or suite of rooms used, or designed or intended for use by, one person or persons living together, in which culinary and sanitary facilities are provided for the exclusive use of such person or persons;
- (14) "Farm building" means that part of a bona fide farm operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;
- (15) "Grade" means the average level of finished ground adjoining a building or structure at all exterior walls;
- (16) "Local board" means a public utility commission, public library board, local board of health, or any other board, commission, committee or body or local authority established or exercising any power or authority under any general or special Act

3a

with respect to any of the affairs or purposes, including school purposes, of the municipality or any part or parts thereof;

- (17) “Local services” means those services or facilities which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates, and are required as a condition of approval under s.51 of the *Planning Act*, or as a condition of approval under s.53 of the *Planning Act*;
- (18) “Multiple dwelling” means all dwellings other than single detached dwellings, semi-detached dwellings, and apartment dwellings;
- (19) “Municipality” means the Corporation of the Township of Essa;
- (20) “Non-residential uses” means a building or structure used for other than a residential use;
- (21) “Official plan” means the Official Plan of the Township of Essa and any amendments thereto;
- (22) “Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- (23) “Planning Act” means the *Planning Act*, R.S.O. 1990, c.P13, as amended;
- (24) “Primary Dwelling Unit” means a dwelling contained in the main building on a lot;
- (25) “Redevelopment” means the construction, erection or placing of one or more buildings or structures on land where all or part of a building or structure has been previously demolished on such land, or changing the use of a building or structure from a residential use to a non-residential use or from a non-residential use to a residential use, or changing a building or structure from one form of residential use to another form of residential use or from one form of non-residential use to another form of non-residential use;
- (26) “Regulation” means any regulation made pursuant to the Act;
- (27) “Residential uses” means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence of one or more individuals, and shall include a single detached dwelling, a semi-detached dwelling, a multiple dwelling, an apartment dwelling, and the residential portion of a mixed-use building or structure;
- (28) “Semi-detached dwelling” means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;
- (29) “Services” means services set out in Schedule “A” to this By-law;

- (30) “Single detached dwelling” means a completely detached building containing only one dwelling unit.
- (31) “Total floor area” means,
- (a) in the case of a residential building or structure, or in the case of a mixed-use building or structure with respect to the residential portion thereof, the aggregate of the total areas of all floors in the building or structure above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from another dwelling unit or other portion of a building;
 - (b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the aggregate of the total areas of all floors in the building or structure above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use separating a non-residential use from a residential use.

SCHEDULE OF DEVELOPMENT CHARGES

2. (1) Subject to the provisions of this By-law, development charges against land shall be imposed, calculated and collected in accordance with the base rates set out in Schedule “B” (Township Services), which relate to the services set out in Schedule “A”.
- (2) Notwithstanding subsection 2(1), where there is development or redevelopment of land in Angus, as described in Schedule “C” of this By-law, the land shall also be subject to further development charges for sanitary sewer and water services that are specific to the lands in Angus, as set out in Schedule “B”.
- (3) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows:
- (a) in the case of residential development or redevelopment, or the residential portion of a mixed-use development or redevelopment, based upon the number and type of dwelling units; and
 - (b) in the case of non-residential development or redevelopment, or the non-residential portion of a mixed-use development or redevelopment, based upon the total floor area of such development.

- (4) Council hereby determines that the development or redevelopment of land, buildings or structures for residential and non-residential uses will require the provision, enlargement or expansion of the services referenced in Schedule "A".

PHASE-IN OF DEVELOPMENT CHARGES

- 3. (1) Development charges shall be phased in accordance with the requirements of the Act.

APPLICABLE LANDS

- 4. (1) Subject to subsections (2), (3), and (4), this By-law applies to all lands in the municipality, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, R.S.O. 1990, c.A.31. As indicated in Section 2, the lands shown on Schedules "C", will be subject to further development charges for sanitary sewer and water services that are specific to those lands, pursuant to subsections 2(2), 2(3) and 2(4), respectively.

EXEMPTIONS AND DISCOUNTS

- 5. (1) This By-law shall not apply to land that is owned by and used for the purposes of:
 - (a) a Board of Education;
 - (b) any municipality or local board thereof; and
 - (c) a non-residential farm building;
- (2) This By-law shall not apply to that category of exempt development described in Section 2(3)(3.1)(3.2)(3.3) of the Act and section 2 of O.Reg. 82/98, namely:
 - (a) the enlargement of an existing dwelling unit;
 - (b) One or two additional dwelling units in an existing or to be constructed single detached dwelling or prescribed ancillary structure to the existing residential building;
 - (c) The creation of additional dwelling units equal to the greater of one or 1% of the existing dwelling units in an existing residential rental building containing four or more dwelling units or prescribed ancillary structure to the existing residential building;
 - (d) The creation of one additional dwelling unit in any other existing or to be constructed residential building, such as a semi-detached or row dwelling or prescribed ancillary structure to the existing residential building;
 - (e) Notwithstanding subsection (b) above, development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.

- (f) Notwithstanding subsection (d) above, development charges shall be imposed if the additional unit has a gross floor area greater than:
 - a. In the case of a semi-detached or row dwelling, the gross floor area of the existing smallest dwelling unit; and
 - b. In the case of any other residential building, the gross floor area of the smallest dwelling unit already contained in the residential building.
- (g) Non-profit housing development.
- (3) This By-law does not apply to that category of exempt development described in Section 4(2) of the Act and Section 1 of O.Reg. 82/98, namely:
 - (a) the enlargement of the gross floor area of an existing industrial building, if the gross floor area is enlarged by 50 percent or less;
 - (b) for the purpose of (a) the terms “gross floor area” and “existing industrial building” shall have the same meaning as those terms have in O.Reg. 82/98 made under the Act.
- (4) Notwithstanding subsection (3)(a), if the total floor area of an existing industrial building is enlarged by more than 50 percent, development charges shall be calculated and collected in accordance with Schedule “B” on the amount by which the enlargement exceeds 50 percent of the total floor area before the enlargement.
- (5) In accordance with Section 26.2(1.1) of the Act, the amount of a development charge determined for rental housing development shall be reduced in accordance with the following rules:
 - (a) a development charge for a residential unit intended for use as a rented residential premises with three or more bedrooms shall be reduced by 25 per cent;
 - (b) a development charge for a residential unit intended for use as a rented residential premises with two bedrooms shall be reduced by 20 per cent;
 - (c) a development charge for a residential unit intended for use as a rented residential premises not referred to in paragraph 1 or 2 shall be reduced by 15 per cent

APPROVALS FOR DEVELOPMENT

- 6. (1) Subject to subsection (2), development charges shall be calculated and collected in accordance with the provisions of this By-law and be imposed on land to be

3a

developed or redeveloped for residential and non-residential use, where the development or redevelopment requires:

- (i) the passing of a Zoning By-law or an amendment thereto under Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13;
 - (ii) the approval of a minor variance under Section 45 of the *Planning Act*, R.S.O. 1990, c.P.13;
 - (iii) a conveyance of land to which a By-law passed under subsection 50(7) of the *Planning Act*, R.S.O. 1990, c.P.13 applies;
 - (iv) the approval of a plan of subdivision under Section 51 of the *Planning Act*, R.S.O. 1990, c.P. 13;
 - (v) a consent under Section 53 of the *Planning Act*, R.S.O. 1990, c.P.13;
 - (vi) the approval of a description under Section 50 of the *Condominium Act*, R.S.O. 1980, c.84; or
 - (vii) the issuing of a permit under the *Building Code Act*, R.S.O. 1990, c.B.13, in relation to a building or structure.
- (2) Subsection (1) shall not apply in respect to
- (a) local services installed or paid for by the owner within a plan of subdivision or within the area to which the plan relates, as a condition of approval under Section 51 of the *Planning Act*, R.S.O. 1990, c.P. 13;
 - (b) local services installed or paid for by the owner as a condition of approval under Section 53 of the *Planning Act*, R.S.O. 1990, c.P. 13.

LOCAL SERVICE INSTALLATION

7. Nothing in this By-law prevents Council from requiring, as a condition of an agreement under Section 51 or 53 of the *Planning Act*, that the owner, at his or her own expense, shall install or pay for such local services, as Council may require.

MULTIPLE CHARGES

8. (1) Where two or more of the actions described in subsection 6(1) are required before land to which a development charge applies can be developed, only one development charge shall be calculated and collected in accordance with the provisions of this By-law.

- (2) Notwithstanding subsection (1), if two or more of the actions described in subsection 6(1) occur at different times, or a second or subsequent building permit is issued, resulting in increased, additional or different development, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule "A", an additional development charge on the additional residential units and non-residential total floor area, shall be calculated and collected in accordance with the provisions of this By-law.

SERVICES IN LIEU

- 9. (1) Council may authorize an owner, through an agreement under Section 38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit against the development charge in accordance with the agreement provisions and the provisions of Section 39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu. In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the municipality in respect of the development to which the agreement relates.
- (2) In any agreement under subsection 9(1), Council may also give a further credit to the owner equal to the reasonable cost of providing services in addition to, or of a greater size or capacity, than would be required under this By-law.
- (3) The credit provided for in subsection (2) shall not be charged to any development charge reserve fund.

DEVELOPMENT CHARGE CREDITS

- 10. If development or redevelopment involves the demolition of and replacement of a building or structure, or the conversion of one principal use to another:
 - (1) A credit shall be allowed against the development charges otherwise payable, provided that a building permit has been issued for the development or redevelopment within five years from the date the demolition permit or other planning approval related to the demolition of a building or structure on the site has been issued, whichever date is earlier;
 - (2) The credit shall be calculated:
 - (a) for any portion of a building or structure used for residential uses, based on the number of dwelling units demolished and/or converted, multiplied by the applicable residential development charge in place at the time the development charge is payable; and/or

3a

(b) for any portion of a building or structure used for non-residential uses, based on the total floor area of the building demolished and/or converted, multiplied by the current non-residential charge in place at the time the development charge is payable.

(3) The credit, can in no case, exceed the amount of the development charge that would otherwise be payable.

TIMING OF CALCULATION AND PAYMENT

11. (1) Subject to subsection 11(3) of this By-law, development charges shall be payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies;
- (2) Subject to subsection 11(3) of this By-law, if development or redevelopment does not require a building permit but does require one or more of the actions described in subsection 6(1) above, development charges shall be paid prior to the granting of approval for any action required under subsection 6(1) of this By-law;
- (3) Where development or redevelopment requires approval of a plan of subdivision under section 51 of the Planning Act or a consent under section 53 of the Planning Act, the development charges for services set out in paragraphs 1, 2, 3, 4 or 5 of Subsection 5(5) of the Act shall be paid immediately upon the parties entering into the subdivision agreement or consent agreement, as the case may be;
- (4) Council may enter into an agreement with an owner to make any development charges payable earlier or later than the date provided for in subsection 11(1);
- (5) The amount of development charge will be determined in accordance with Section 26, 26.1 and 26.2 of the Act, prior to issuance of the building permit or revision to building permit;
- (6) If construction has not begun after 24 months from the date of issuance of a building permit (conditional or full), a top-up to the rate in effect at that time will apply;
- (7) Notwithstanding section 11(1), development charges for rental housing and institutional developments in accordance with Section 26.1 of the Act, are due inclusive of interest established from the date the development charge would have been payable in accordance with Section 26 of the Development Charges Act, 1997, in 6 equal annual payments beginning on the date that is the earlier of:
- (a) the date of the issuance of a permit under the Building Code Act, 1992 authorizing occupation of the building; and

(b) the date the building is first occupied.

and continuing on the following five anniversaries of that date.

- (8) Where the development of land results from the approval of a site plan or zoning by-law amendment application received on or after January 1, 2020, and the approval of the application occurred within two years of building permit issuance, the development charges under shall be calculated on the rates set out in Schedule "B" on the date of the planning application, including interest. Where both planning applications apply, development charges under section 11 shall be calculated on the rates in effect on the day of the later planning application, including interest.

PHASE-IN OF DEVELOPMENT CHARGES

12. Development charges shall be phased in accordance with the requirements of the Development Charges Act.

RESERVE FUNDS

13. (1) Monies received from payment of development charges shall be maintained in separate reserve funds for each service to which the development charge relates.
- (2) Monies received for the payment of development charges shall be used only in accordance with the provisions of Section 35 of the Act.
- (3) Council directs the Municipal Treasurer to divide the reserve fund created hereunder into separate subaccounts in accordance with the service sub-categories set out in Schedule "A" to which the development charge payments shall be credited in accordance with the amounts shown, plus interest earned thereon.
- (4) Where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.
- (5) Where any unpaid development charges are collected as taxes under subsection (4), the monies so collected shall be credited to the development charge reserve fund referred to in subsection (1).
- (6) The Treasurer of the Municipality shall, in each year commencing in 2023 for the 2022 year, furnish to Council a statement in respect of the reserve fund established hereunder for the prior year, containing the information set out in Section 12 of O.Reg. 82/98.

BY-LAW AMENDMENT OR APPEAL

14. (1) Where this By-law or any development charge prescribed thereunder is amended or repealed either by order of the Ontario Land Tribunal or by resolution of the

3a

Municipal Council, the Municipal Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.

- (2) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:
 - (a) Interest shall be calculated from the date on which the overpayment was collected to the date on which the refund is paid;
 - (b) The Bank of Canada interest rate in effect on the date of enactment of this By-law shall be used.
- (3) Refunds that are required to be paid under subsection (1) shall include the interest owed under this section.

BY-LAW INDEXING

15. The development charges set out in Schedule "B" to this By-law shall be adjusted, without amendment to this By-law, commencing on January 1, 2024 and annually thereafter in each January while this By-Law is in force in accordance with the most recent twelve month change in the Statistics Canada Quarterly Construction Price Statistics.

BY-LAW REGISTRATION

16. A certified copy of this By-law may be registered on title to any land to which this By-law applies.

BY-LAW ADMINISTRATION

17. This By-law shall be administered by the Municipal Treasurer.

SEVERABILITY

18. In the event any provision, or part thereof, of this By-law is found, by a court of competent jurisdiction, to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of the By-law shall remain in full force and effect.

HEADINGS FOR REFERENCE ONLY

19. The headings inserted in this By-law are for convenience of reference only and shall not affect the construction or interpretation of this By-law.

SCHEDULES TO THE BY-LAW

20. The following Schedules to this By-law form an integral part of this By-law:

- Schedule A Schedule of Municipal Services
- Schedule B Schedule of Development Charges - Township Services, Effective date of by-law passage
- Schedule C Schedule of Lands on which Angus sewer and water charges are imposed

DATE BY-LAW EFFECTIVE

21. This By-law shall come into force and effect on date of passage.

SHORT TITLE

- 22. This By-law may be cited as the “Township of Essa Uniform Development Charge By-law, 2023.”
- 23. By-law No. 2018-54 and any amendments made thereto are hereby repealed as of the date this by-law comes into force and effect.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 21st day of June 2023.

Sandie MacDonald, Mayor

Lisa Lehr, Clerk

DRAFT

3a

SCHEDULE "A"
TO BY-LAW NO. 2023 - XX
DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW

1. Library Services
2. Fire Services
3. Police Services
4. Parks and Recreation
5. Services Related to a Highway: Public Works and Fleet
6. Services Related to a Highway: Roads and Related
7. Angus Sewer Services
8. Angus Water Services

DRAFT

SCHEDULE "B"
TO BY-LAW NO. 2023 – XX
SCHEDULE OF DEVELOPMENT CHARGES

Service	Residential Charge By Unit Type (\$/unit)				Non-Residential Charge per Square Metre
	Singles & Semis	Rows & Other Multiples	Apartments 2+ Bedrooms	Apartments Bachelor or 1 Bedroom	
Library Services	\$167	\$147	\$98	\$72	\$0.00
Fire Services	\$1,701	\$1,504	\$1,002	\$739	\$10.73
Police Services	\$55	\$48	\$32	\$24	\$0.34
Parks And Recreation	\$5,674	\$5,016	\$3,344	\$2,464	\$0.00
Services Related To A Highway: Public Works And Fleet	\$2,143	\$1,895	\$1,263	\$931	\$13.53
Subtotal General Services	\$9,740	\$8,610	\$5,739	\$4,230	\$24.61
Services Related To A Highway: Roads And Related	\$19,279	\$17,046	\$11,364	\$8,373	\$121.87
Total Township-wide Charge	\$29,019	\$25,656	\$17,103	\$12,603	\$146.48

Angus (1)					
Township-wide Charge	\$29,019	\$25,656	\$17,103	\$12,603	\$146.48
Angus Sewer	\$3,776	\$3,339	\$2,226	\$1,640	\$20.39
Angus Water	\$4,542	\$4,016	\$2,677	\$1,973	\$24.53
TOTAL CHARGE IN ANGUS	\$37,337	\$33,011	\$22,006	\$16,216	\$191.40

(1) Applicable in the area shown on Schedule "C".



SCHEDULE "C"
TO BY-LAW NO. 2023 - XX
LANDS TO WHICH THE ANGUS SPECIFIC AREA CHARGES APPLY

ANGUS DEVELOPMENT BOUNDARY

Ultimate Development Boundary



39

81

PUBLIC MEETING HANDOUT
May 17th, 2023

PROPOSED ZONING BY-LAW AMENDMENT (Z3-23)
(Affecting 96 King Street)

Mayor: The purpose of this Public Meeting is to review a proposal for a Zoning By-law Amendment to rezone lands for a proposed single-detached residential building to be located at 96 King Street, Angus, in accordance with the provisions of the Planning Act.

DESCRIPTION OF THE PROPOSAL (Planner):

On behalf of Michael Allen & Anca Dobrinescu., Marco Paganelli of Independent Municipal Planners has applied for a Zoning By-law Amendment on the subject property legally described as PT LT 30 CON 3 ESSA AS IN RO394415; ESSA, municipally known as 96 King Street in order to change the zoning of the subject property from the "Residential, High Density, Apartments (R5) Zone" in Zoning By-law 2003-50, to "Residential, Low Density, Semi-Detached (R2) Zone" with site-specific provisions (R2-site specific).

The Zoning By-law Amendment application has been submitted subsequently after the approval of a Consent Application to allow for the creation of one (1) new lot in addition to the retained existing lot. The proposed Zoning By-law Amendment would enable the Applicant to create the following new site-specific regulations for the proposed severed and retained lots (see Table 1) based on a proposed single-detached dwelling on the severed lot.

Table 1.

	Requirement for R2	Proposed for Parcel 1 (Retained Lot)
Minimum Front Yard Setback	7.5 m	0 m (existing legal non-complying)
Minimum Rear Yard Setback	9 m	0.5 m (existing legal non-complying)
	Requirement for R2	Proposed for Parcel 2 (Severed lot)
Minimum Gross Floor Area	84 m ²	75 m ²
Minimum Rear Yard Setback	9 m	7 m

On February 27th, 2023, the Committee of Adjustment granted a Consent to sever 456 square meters off a 1082 square meter parcel of land for the purpose of creating a new lot (B1-23).

SUMMARY OF COMMENTS FROM NEIGHBOURS & AGENCIES (Planner):

County of Simcoe: No Comments were received.
 SCDSB: No Comments were received.
 SMCDNB: No comments were received.
 Neighbours: No comments were received.

COMMENTS & QUESTIONS FROM PUBLIC (Mayor):

Speakers must state their name and address so that proper records may be kept and notice of future decisions be sent to those persons involved in the review process.

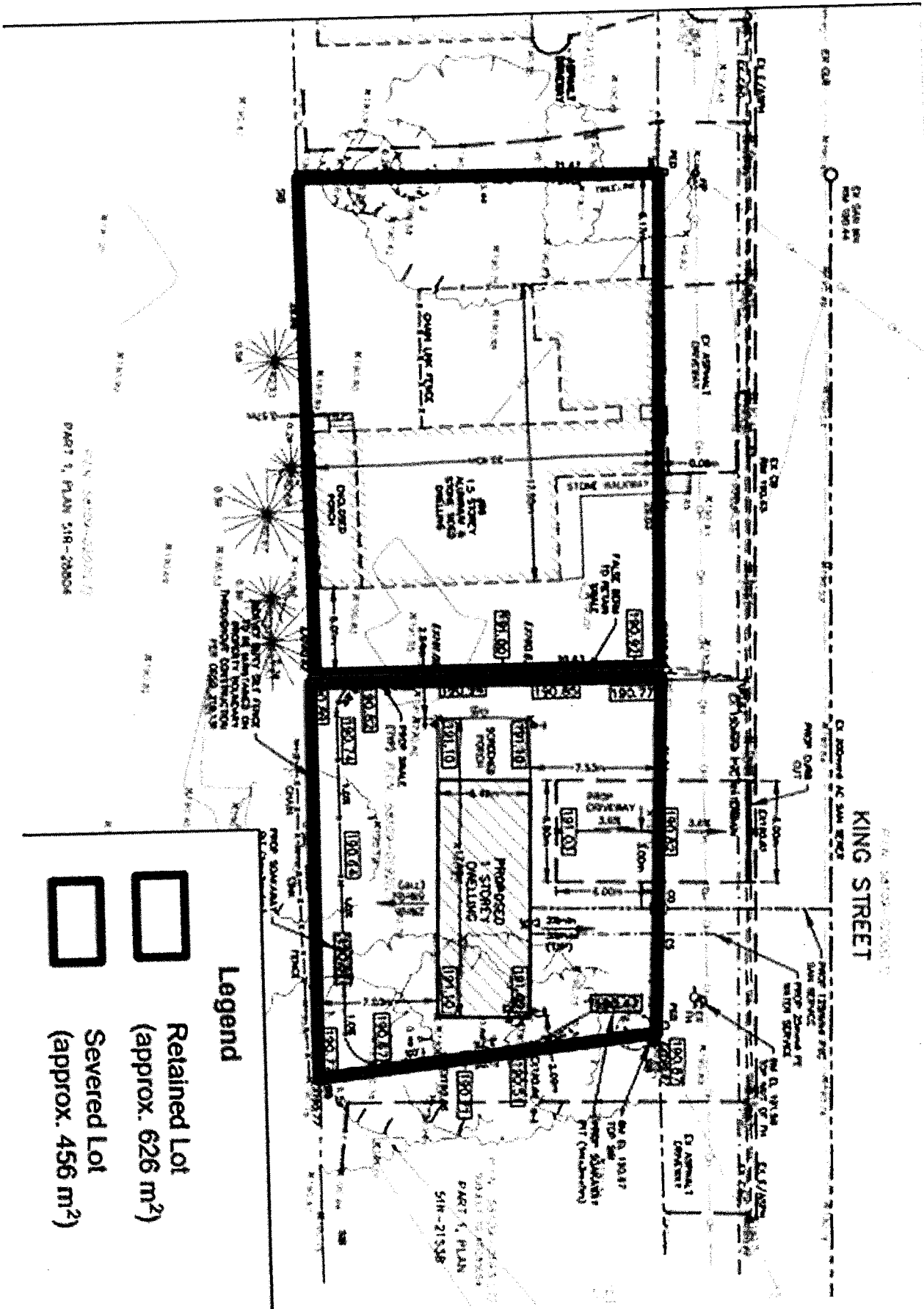
REPLY (Mayor):

Council may ask questions for clarification of specific matters.

FINAL STATEMENT (Mayor):

If there are no further questions or submissions, Council wishes to thank all those in attendance for their participation. The planning office will be preparing a report and by-law to be presented to Council concerning this matter.

Attachment 1. Concept Layout



KING STREET

Legend



Retained Lot (approx. 626 m²)



Severed Lot (approx. 456 m²)

**THE CORPORATION OF THE TOWNSHIP OF ESSA
PUBLIC MEETING HANDOUT
May 17, 2023**

**PROPOSED ZONING BY-LAW AMENDMENT (Z3-22)
(Affecting 125 Sydenham Street)**

Mayor: The purpose of this Public Meeting is to review a proposal for a Zoning By-law Amendment to rezone lands for a proposed semi-detached residential building to be located at 125 Sydenham Street, Angus, in accordance with the provisions of the Planning Act.

DESCRIPTION OF THE PROPOSAL (Planner):

The purpose of the application submitted by Innovative Planning Solutions c/o Tyler Kawall on behalf of Lorenzo Agostino (Bella Joya Family Trust) is to rezone lands legally described as PLAN 160A LOT 232, municipally known as 125 Sydenham Street (see Attachment A to this report for the Context Map) to change the subject property from the "Residential, Low Density, Detached (R1) Zone" in Zoning By-law 2003-50, to "Residential, Low Density, Semi-Detached (R2) Zone" with site-specific provisions (R2-site specific).

The Zoning By-law Amendment application would permit the development of two new semi-detached dwelling units on the existing lot (See Attachment B), and the application would enable the Applicant to amend the Zoning By-law to create the following new site-specific regulations:

- a lot frontage of 10.0m;

All other provisions of Zoning By-law 2003-50, as amended, shall apply.

SUMMARY OF COMMENTS FROM NEIGHBOURS & AGENCIES (Planner):

County of Simcoe	-	No comments were received.
SMCDSB	-	No comments were received.
NVCA	-	No objection.
AECOM	-	No objection.
Neighbours	-	No comments were received.

COMMENTS & QUESTIONS FROM PUBLIC (Mayor):

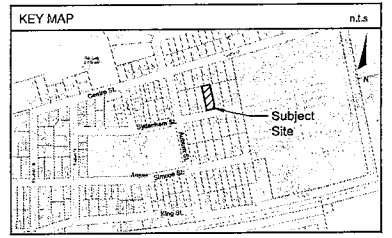
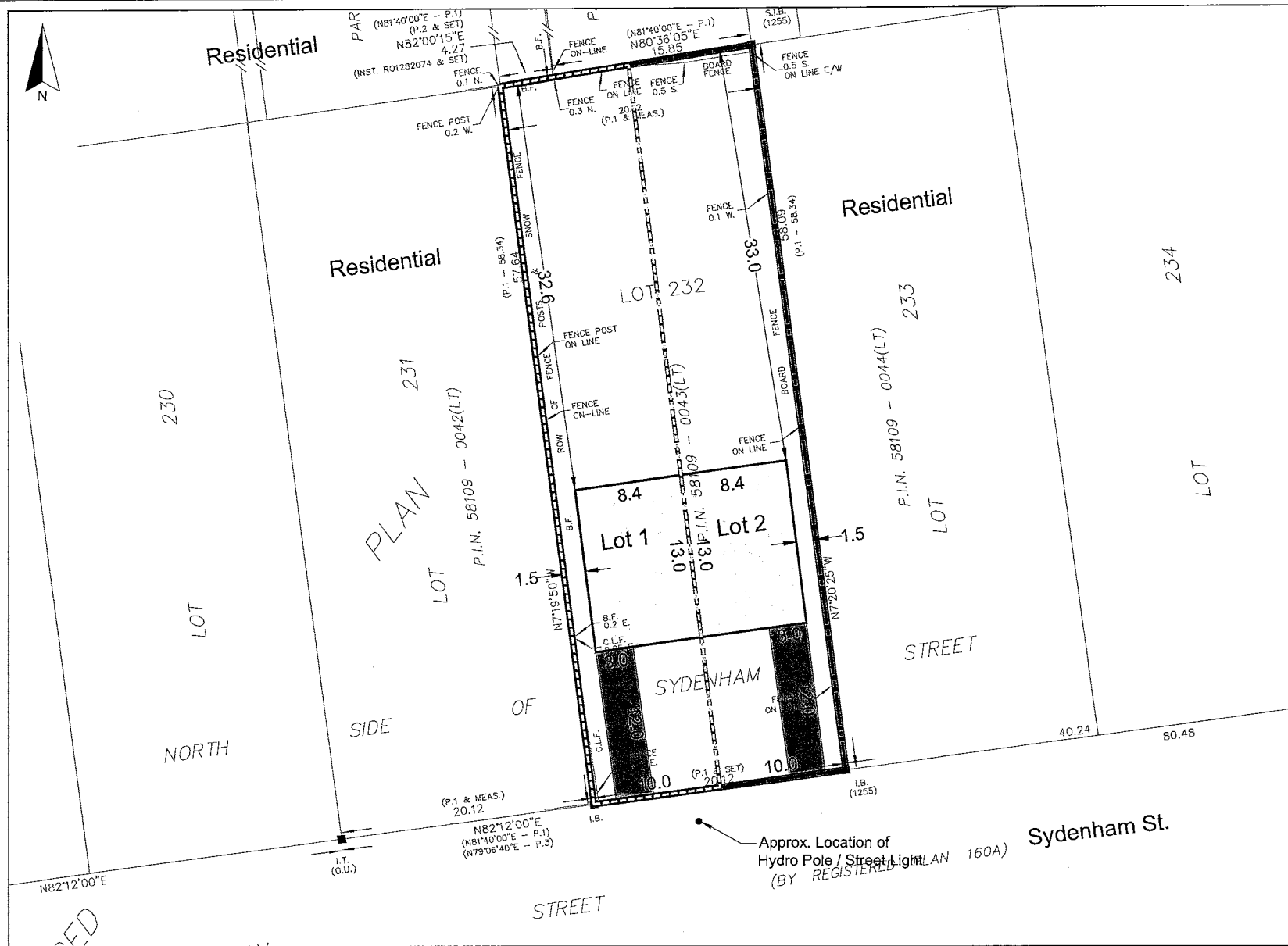
Speakers must state their name and address so that proper records may be kept and notice of future decisions be sent to those persons involved in the review process.

REPLY (Mayor):

Council may ask questions for clarification of specific matters.

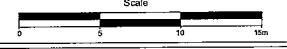
FINAL STATEMENT (Mayor):

If there are no further questions or submissions, Council wishes to thank all those in attendance for their participation. The planning office will be preparing a report and by-law to be presented to Council concerning this matter.



SEVERANCE SKETCH

Plan of Survey of Lot 232 North Side of Sydenham St.
Registered Plan 160A,
Township of Essa,
County of Simcoe



LEGEND

- Subject Site
• Area: 1,163.8m²
- Lot 1 - Land to be Severed
• Area: 586.9m²
• Frontage: 10.0m
- Lot 2 - Lands to be Retained
• Area: 576.7m²
• Frontage: 10.0m
- Semi-Detached Dwelling

Residential, Low Density, Semi-Detached (R2) ZONE

Provisions	Required	Provided
Min. Lot Area	390.0m ² (interior unit)	>390.0m ²
Min. Lot Frontage	11.0m (interior unit)	>10.0m
Min. Front Yard Setback	7.5m	>7.5m
Min. Interior Side Yard Setback	1.5m	1.5m
Min. Rear Yard Setback	9.0m	>9.0m
Min. GFA / unit	84.0m ²	>84.0m ²
Max. Building Height	10.5m	< 10.5m
Max. Lot Coverage	35% (interior unit)	<35%
Required Parking - Residential	2 exterior spaces / unit	2 exterior spaces / unit

Source: Township of Essa Zoning By-Law No. 2003-50
C.A. MacDonald, O.L.S., Jan. 28, 2022
Note: Information shown is approximate and subject to change.

SEVERANCE SKETCH

125 SYDENHAM STREET, ANGUS

SCHEDULE OF REVISIONS			
No.	Date	Description	By
1	Sept. 27, 2021	Update Severance Sketch for R2 Zoning	J.V.
2	Feb. 3, 2022	Underlay survey; Update matrix;	A.S.

INNOVATIVE PLANNING SOLUTIONS
PLANNERS • PROJECT MANAGERS • LAND DEVELOPERS

847 WILKINSON ROAD, UNIT 24, BARRIE, ON, L4M 0J7
tel: 705-832-3281 fax: 705-832-3286 email: info@innovativeplanning.com www.innovativeplanning.com

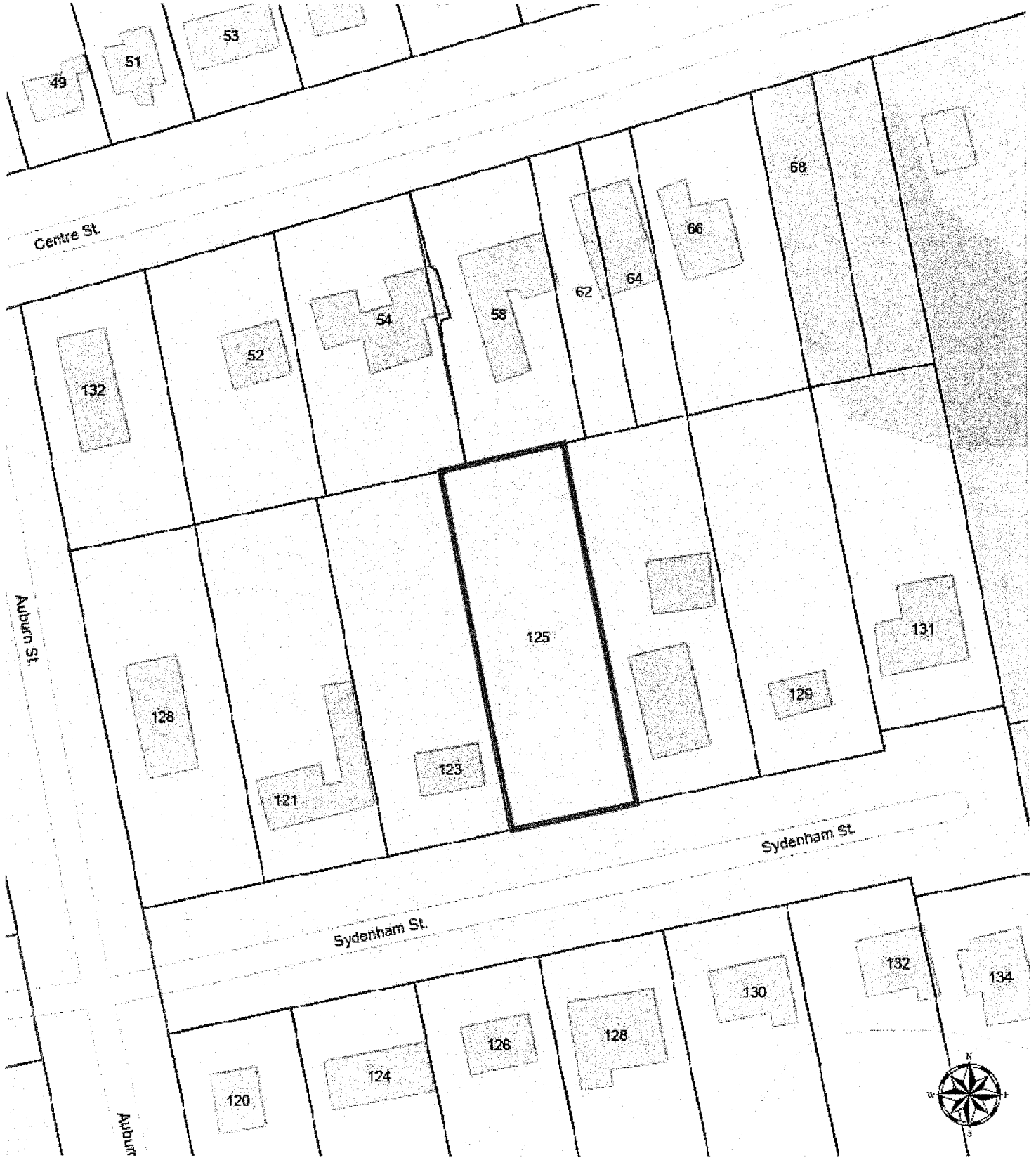
Date: April 29, 2021
File: 21-1063

Drawn By: A.S.
Checked: T.J.K.

3C

23

125 Sydenham Street



This map, either in whole or in part, may not be reproduced without the written authority from © The Corporation of the County of Simcoe. This map is intended for personal use, has been produced using data from a variety of sources and may not be current or accurate. Produced (in part) under license from: © His Majesty the King in Right of Canada, Department of Natural Resources: © King's Printer, Ontario Ministry of Natural Resources: © Teranet



1 : 1,128

24



Apr 19, 2023



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD012-23

RELATED STAFF REPORT: PD006-23

DATE: May 17th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff
Manager of Planning

SUBJECT: Charged for Change Program – Earth Day Canada
Funding Agreement
Electric Vehicle Chargers – Township of Essa

RECOMMENDATION

That Staff Report PD012-23 be received for information purposes.

BACKGROUND

Reference is made to Staff Report PD006-23 which discussed an application to the Earth Day Canada 'Charged for Change Program' for funding for Electric Vehicle (EV) chargers in the Township of Essa in February 2023 (Attachment A).

Please note that the Township of Essa was selected by the Charged for Change Program Selection Committee to receive funding in the amount of \$78,393.33 (Attachment B). Funding is to be provided on a reimbursement basis if the work is completed in 2023.

COMMENTS AND CONSIDERATIONS

A total of seven Municipalities were selected as 2023 Beneficiaries for the Charged for Change Program (Attachment C) as follows:

1. Municipality of East Ferris
2. Township of Essa
3. Township of Manitouwadge
4. Town of Pelham
5. The County of Prince Edward
6. Township of Selwyn
7. Town of Thessalon

Reference is also made to the Township Application to the Charged for Change Program, in which a total of 6 sites and 9 dual pedestal chargers were proposed as potential sites/installations (Attachment D). These included both Township-owned and privately owned properties at key locations across the Township.

Of the sites proposed by the Township, the following were selected by the Committee for the EV Chargers:

1. No Frills Plaza, Angus (285 Mill Street, Angus) – 2 dual pedestal chargers
2. Thornton Community Centre (246 Barrie Street, Thornton) – 1 dual pedestal charger

Pending a formal agreement with the private property owners at the No Frills Plaza (285 Mill Street), Earth Day has been informed that another site may be necessary in case an agreement can't be reached. It is intended that the Angus Recreation Centre (10 Sideroad, Angus) would be the second choice in Angus since the property is already owned by Essa Township and any permissions would be internal to the Township.

FINANCIAL IMPACT

Earth Day Canada agrees to fund up to \$78,393.33 to the Township for the installation of EV Chargers, broken down as follows:

- Professional Services: \$33,393.33
- 3 EV Dual Head Charging Stations: \$45,000.00

Payment Terms are as follows:

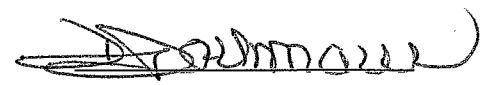
Advance Payment: Upon signature of the Funding Agreement, EDC shall transfer up to twenty-three thousand five hundred eighteen dollars (CAD \$23,518.00)

Interim Payment: One payment of twenty-three thousand five hundred eighteen dollars (CAD \$23,518.00) representing at most thirty percent (30%) of the Total Project Allotment to be made during the construction period upon provision of an interim construction report.

Final Payment: Final payment of thirty-one thousand three hundred fifty-seven dollars and thirty-three cents (CAD \$31,357.33) representing at most forty percent (40%) of the Total Project Allotment to be made after of the Final Report of all activities and costs is submitted and approved.

The Planning & Development Work in Progress account (GL02.01.850.015.8795) will be used to hold the costs until payments are received by Earth Day Canada. If for any reason the expenses do not get covered in full, the difference will be pulled from a Working Capital Reserve (GL02.80.002.060.3550).

The Funding Agreement submitted by Earth Day Canada (Attachment E) is currently being circulated to key Township Staff for comment before signing.



Manager of Finance Approval

SUMMARY/OPTIONS

Council may:

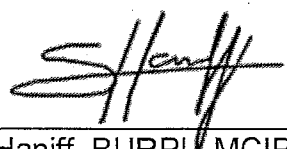
- 1. Take no further action.
- 2. Receive Staff Report PD012-23 for information purposes.
- 3. Direct Staff in another manner Council deems appropriate.

CONCLUSION

Option #2 is recommended.

Prepared and Submitted by:

Reviewed by:



Samuel Haniff, BURPI, MCIP, RPP
Manager of Planning



Colleen Healey-Dowdall
CAO

- Attachment A – February Staff Report on Charged for Change Program (PD006-23)
- Attachment B – Email confirming selection under the Charged for Change Program
- Attachment C – Earth Day Canada – 2023 Beneficiaries
- Attachment D – Township Submission Package for Charged for Change Program
- Attachment E – Charged for Change Funding Agreement

4a

Attachment A



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD006-23

DATE: February 15th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff
Manager of Planning

SUBJECT: Charged for Change Program – Earth Day Canada
Application for Electric Vehicle Chargers in the
Township of Essa

RECOMMENDATION

That Staff Report PD006-23 be received; and
That Council direct Staff to pursue an Application for Electric Vehicle Chargers in the Township of Essa through the Earth Day Canada/Aviva Charged for Change Program at no net cost to the Municipality.

BACKGROUND

Earth Day Canada has approached the Township of Essa about potential investments in public electric vehicle charging stations.

Earth Day Canada and Aviva Canada worked together to create Charged for Change, a program that will fund public electric vehicle (EV) charging installations in underserved communities across Canada. Eligible communities interested in benefitting from this EV program can submit applications between January 3, 2023 and March 22, 2023.

SUBMISSION CRITERIA

The Township of Essa meets all the criteria outlined in the Charged for Change Application Guide (**Attachment A**) that are necessary to be considered for funding in 2023. The criteria are as follows:

1. Be located in Ontario
2. Be a recognized Canadian Municipality or Indigenous Community with less than 100,000 residents
3. Have less than the Ontario provincial average of 1 public charging station per 8,610 people within the community
4. Include the installation of new, permanent level 2 EV charger(s)

- 5. Increase charging opportunities locally via public charging infrastructure in any of the following areas: on-street, multi-unit residential buildings, or workplaces

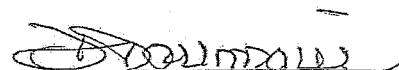
PROGRAM HIGHLIGHTS

Based on a February 2, 2023 telephone discussion with the Earth Day Canada Project Manager for the Charged for Change Program, the following are some of the highlights of the program:

- The program will run for a duration of 3 years
- The program will fund a maximum of \$250,000
- All installation will be reimbursed upon completion of EV installations at no net cost to the Municipality
- The program permits private developers to enter into agreements with the Township to install EV chargers and be reimbursed at a later date
- All privately installed EV Chargers must be publicly accessible.

FINANCIAL IMPACT

None.



Manager of Finance Approval

SUMMARY/OPTIONS

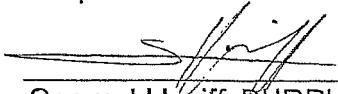
Council may:

1. Take no further action.
2. Receive Staff Report PD006-23 and direct Staff to pursue an Application for Electric Vehicle Chargers in the Township of Essa through the Earth Day Canada/Aviva Charged for Change Program at no net cost to the Municipality.
3. Direct Staff in another manner Council deems appropriate.

CONCLUSION

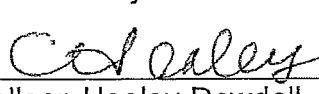
Option #2 is recommended.

Prepared and Submitted by:



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

Reviewed by:



Colleen Healey-Dowdall
CAO

4a

Attachment B

Samuel Haniff

From: Samuel Haniff
Sent: April 12, 2023 3:41 PM
To: Owen Curnew
Subject: FW: 🌱 Charged for Change - Congratulations!!! 🌱

From: Emilie Fargeout <efargeout@earthday.ca>
Sent: Wednesday, April 12, 2023 3:36 PM
To: Samuel Haniff <shaniff@essatownship.on.ca>
Subject: 🌱 Charged for Change - Congratulations!!! 🌱

Hi Sam,

CONGRATULATIONS! The Township of Essa has been selected to receive some funding from the Charged for Change program for the project you've submitted!

As mentioned on the phone, because of the way the funding was allocated to the selected communities, the totality of the project you submitted couldn't be covered by the program. The committee however liked the project you submitted and wanted provide funding for the 2 best sites that you submitted, which are:

- The No Frills Plaza, Angus - 285 Mill Street, Angus, ON, L0M 1B4
- The Thornton Community Centre/Arena - 246 Barrie St, Thornton, ON L0L 2N0

From the supporting documents you sent, this new project was estimated at \$78,393.33 and it is the amount that you would be allocated by the Charged for Change program.

I'm very happy to be able to present the Township of Essa with the Charged for Change funding!

In terms of the next steps, as you know, the public announcement is scheduled for next **Tuesday, April, 18th**. A press release will be sent out as well as social media posts and the names of the beneficiary communities will be added on the Charged for Change website and the Earth Day Canada website.

For that purpose, we would like to use your **municipality's logo** as well as your **official municipality picture**. Is it something you could send me by **Friday, April 14th**?

We also would like to **publish a quote on the website** expressing why the municipality applied and how they feel about receiving the funding. I will be able to send you a quote for your review by EOD today/first thing tomorrow so it can be approved by Friday as well.

Regarding the funding itself, as indicated in the Application Guide, a **Funding Agreement will need to be signed** between the Township of Essa and Earth Day Canada. I should be able to send you the Funding Agreement for review next week and we can meet if you have any questions.

Please let me know if you have any questions.

Congratulations again and I can't wait to see the charging stations come to life!

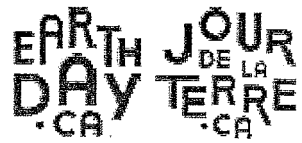
Emilie Fargeout (She/Elle)

Senior Project Manager | Chargée de projet senior

Phone: 514 728-0116 #241

5818-5824, boul. Saint-Laurent,

Montréal (QC) H2T 1T3



[EXTERNAL]

4a

CHARGED FOR CHANGE BRINGING EV CHARGING INFRASTRUCTURE TO YOUR COMMUNITY

charging opportunities locally. This investment will help remove a key barrier these communities face in getting EV infrastructure up and running, which proves to be a deciding factor for Canadians considering the purchase of an EV.

KEY PROGRAM STEPS

3 application periods will be held over the next 3 years, as follows:

- from January 3rd to March 22nd, 2023;
- from January 2nd to March 22nd, 2024;
- from January 2nd to March 22nd, 2025.

The application period for 2023 is now closed. For each round of application, recipients will be publicly announced around **Earth Day, April 22nd**.

For more information, visit the Charged for Change website, refer to the Applicant Guide or watch the information webinar below. If you have questions about the program and application process, please contact us at: chargedforchange@earthday.ca.

Attachment D

32

YOU ARE



YEARS

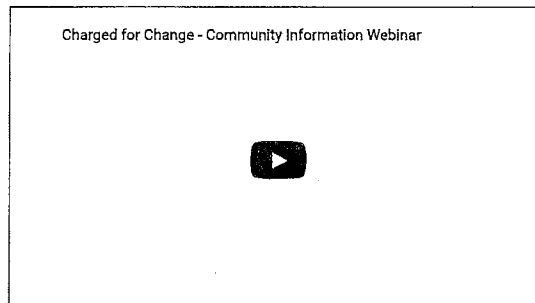
2023-2025

RECIPIENTS CITIES

7

STATUS

Ongoing



Making the collective transition to electric vehicles (EV) is an important component of the global strategy to fight climate change. However, the infrastructure required to support this change can be cost prohibitive for many communities. Aviva Canada has worked with Earth Day Canada to create Charged for Change, a program that aims to facilitate the transition to electric mobility in underserved communities across Canada.

BENEFICIARIES 2023





Municipality of East Ferris

"As a rural northern Ontario community, we wanted to be more progressive in our approach to EV and become a leader in the transition to EV in our community. We are thrilled to be receiving the Charged for Change funding! This will help us build the first public charging stations in the community at our new municipal office." - Greg Kirton, Director of Community Services



Township of Essa

"Essa Township hopes to provide chargers to its residents in an effort to accommodate new and existing electric vehicles in our community. Since Township roads are often used as thoroughfares for neighbouring employment and vacation destinations, we will also be able to support commuters and visitors alike. Thanks to the Charged for Change program, we will soon be able to provide these services!" - Samuel Hannif, Manager of Planning



Township of Manitowadge

"There are currently no publicly accessible EV charging stations in Manitowadge and we are thrilled to receive funding from the Charged for Change program! The installation of EV Chargers at our public facilities will allow for easy access to our residents, further help us support EV transition as well as to attract visitors and tourists to our community." - Jim Moffat, Mayor



Town of Pelham

"Providing public EV charging stations within Pelham aligns with the Town's Strategic Plan as well as the Climate Change Adaptation Plan and the Town is grateful to have been selected to receive the Charged for Change funding. Pelham currently does not have any public EV charging stations and there has been requests from residents to have them available in the downtown hub. It is exciting to have this funding support for these additions for the community!" - David Cribbs, Chief Administrative Officer

33

4a

4a



The County of Prince Edward

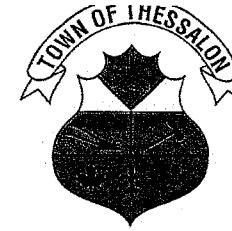
"Our community relies heavily on personal vehicle use to get around our large and geographically dispersed municipality. The lack of charging infrastructure is often a source of a frustration for people visiting the County and a barrier to transitioning away from carbon-emitting personal vehicles. We are extremely happy to be granted funding from the Charged for Change program. It will help us mitigate the current issue of public EV charger accessibility and meet The County's climate and sustainability goals." - Steve Ferguson, Mayor

34



Township of Selwyn

"We are very excited to have been selected as a beneficiary community of the Charged for Change program! Installing electric vehicle chargers will support the Township's climate change goals and electric vehicle adoption by reducing barriers caused by range anxiety. It will also create charging opportunities for individuals and seasonal residents travelling across Selwyn Township." - Sherry Senis, Mayor



Town of Thessalon

"Being awarded the Charged for Change funding is fantastic news! With this grant, we will be able to install EV charging stations that will not only be an investment in our environment but also an investment in our community's economic development. Along with other greener community initiatives, this project will also help to inspire our residents in becoming more environmentally responsible." - The Council of the Town of Thessalon

PARTNER



CONTACT US

EARTH DAY CANADA

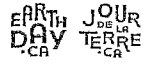
5818, boulevard Saint-Laurent
Montréal (Québec) H2T 1T3 Canada



ORGANIZATION APRIL 22 EVERY DAY DONATE ♥

FRANÇAIS [f](#) [t](#) [i](#) [in](#) 

1881 6972 303-0270
Email: hello@earthday.ca



2023 © EARTH DAY CANADA. ALL RIGHTS RESERVED.
PRIVACY POLICY TERMS OF USE 1 800 561 4242

LEAD PARTNER



SEE ALL PARTNERS - BECOME A PARTNER

[f](#) [t](#) [i](#) [in](#)

- Mission
- Board of Directors
- Team
- Partners
- Donors
- Grantors
- Activity reports
- Jobs
- Media
- Contact

- April 22
- Campaign
- Blog
- Events calendar
- Submit an event

35

4a

4a

Attachment D

Corporation of the Township of Essa
5786 Simcoe County Road #21
Utopia, Essa Township, Ontario
L0M 1T0



Telephone: (705) 424-9917
Fax: (705) 424-2367
Web: www.essatownship.on.ca
Email: shaniff@essatownship.on.ca

March 14, 2023

Aviva Canada
10 Aviva Way,
Suite 100, Markham, ON
L6G 0G1

Re: Essa Township Charged for Change Electric Vehicle Chargers Application

To Whom It May Concern,

The Township of Essa is pleased to submit this application for the purchase and installation of electric vehicle chargers in the Township under the 'Charged for Change' Program through Aviva Canada.

Further to our electronic submission, please find below a detailed proposal inclusive of:

- Project Budget;
- Proposed Site Locations and Photos;
- EV Charger Specifications; and
- Supplier Quotation.

Should you have any questions, please contact me at (705) 424-9917 ext. 111, or samuelhaniff@essatownship.on.ca

Respectfully,

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

Table of Contents

- Project Budget
- Proposed Site Locations and Photos
- EV Charger Specifications
- Supplier Quotation

4a

38



Estimate Detailed Cost Estimate

PROJECT **Charged For Change - Essa Township Capital Program**

CONTRACT ITEMS						SUMMARY		
Bid Item No.	Description	Unit of Measure	Type	Source	Unit Price	Quantities	Amount	
1	FLO EV Core + Max Dual Pedestal Chargers (supply only)	L.S.	Quoted	FLO	\$ 15,000.00	9	\$ 135,000.00	
2	Electrical Connection (directional drilling etc.)	L.S.	Estimated	Hydro one- Electrica	\$ 5,000.00	9	\$ 45,000.00	
4	Engineering Fee	L.S.	Estimated	Ainley-Group	\$ 5,000.00	1	\$ 5,000.00	
5	FLO EV Core + Max Dual Pedestal Chargers (Installation)	L.S.	Estimated	Pridum Electrical	\$ 1,500	9	\$ 13,500.00	
6	Layout (PVC piping - concrete casings)	L.S.	Estimated	Dave Construction	\$ 1,700.00	9	\$ 15,300.00	
<i>Notes:</i>						SUBTOTAL		\$213,800.00
						Contingency (10%)		\$21,380.00
						TOTAL (Excluding HST)		\$235,180.00

SITE PROPOSAL: SITE 1

SITE : Commerce Plaza - 9 Commerce Road



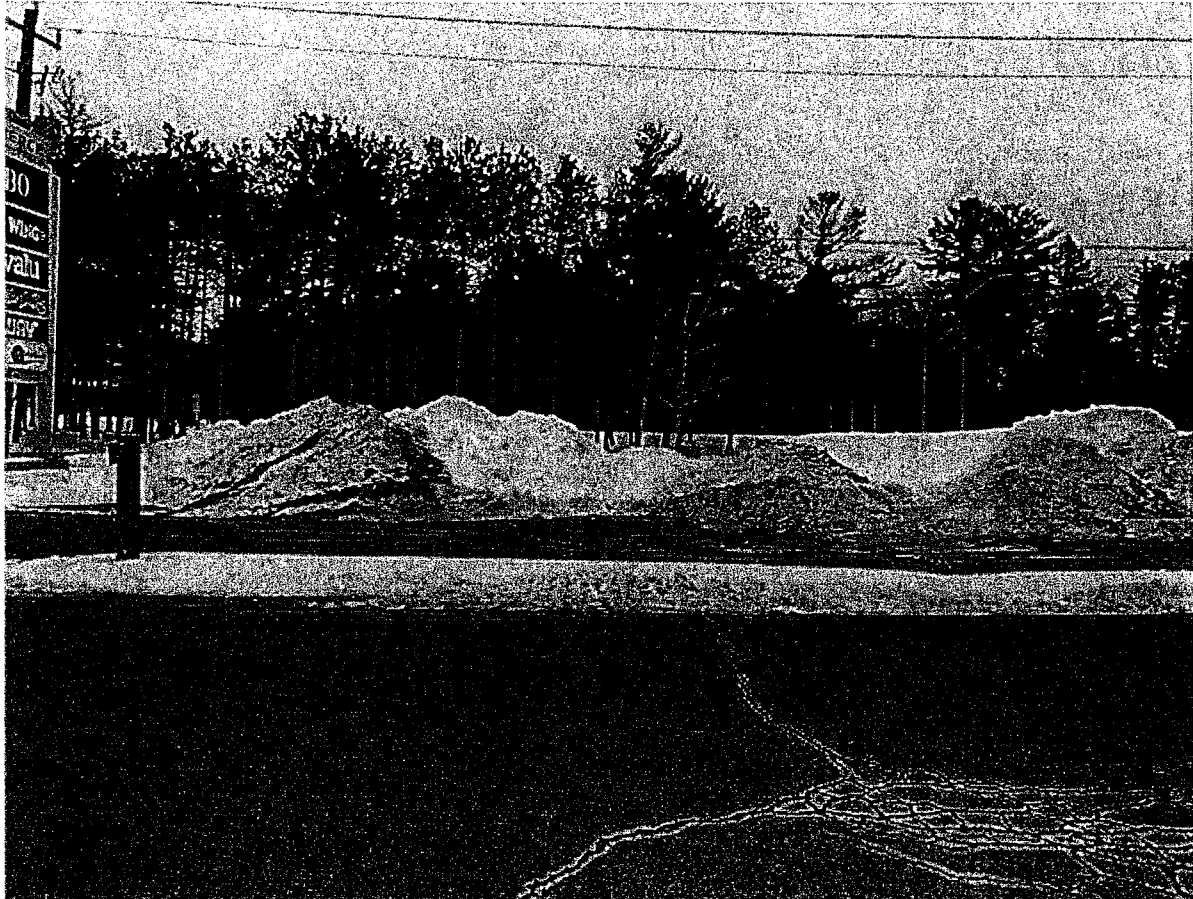
Cost Breakdown Per Site:

Description	Quantity	Cost
Flo Core + Max Charger	1	\$15,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$11,131.11
TOTAL COST (EXLUDINGTAX)		\$26,131.11

4a

SITE PHOTOS:





4a



SITE PROPOSAL: SITE 2

SITE : 285 Mill Street



Cost Breakdown Per Site:

Description	Quantity	Cost
Flo Core + Max Charger	2	\$30,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$22,262.22
TOTAL COST (EXCLUDING TAX)		\$52,262.22

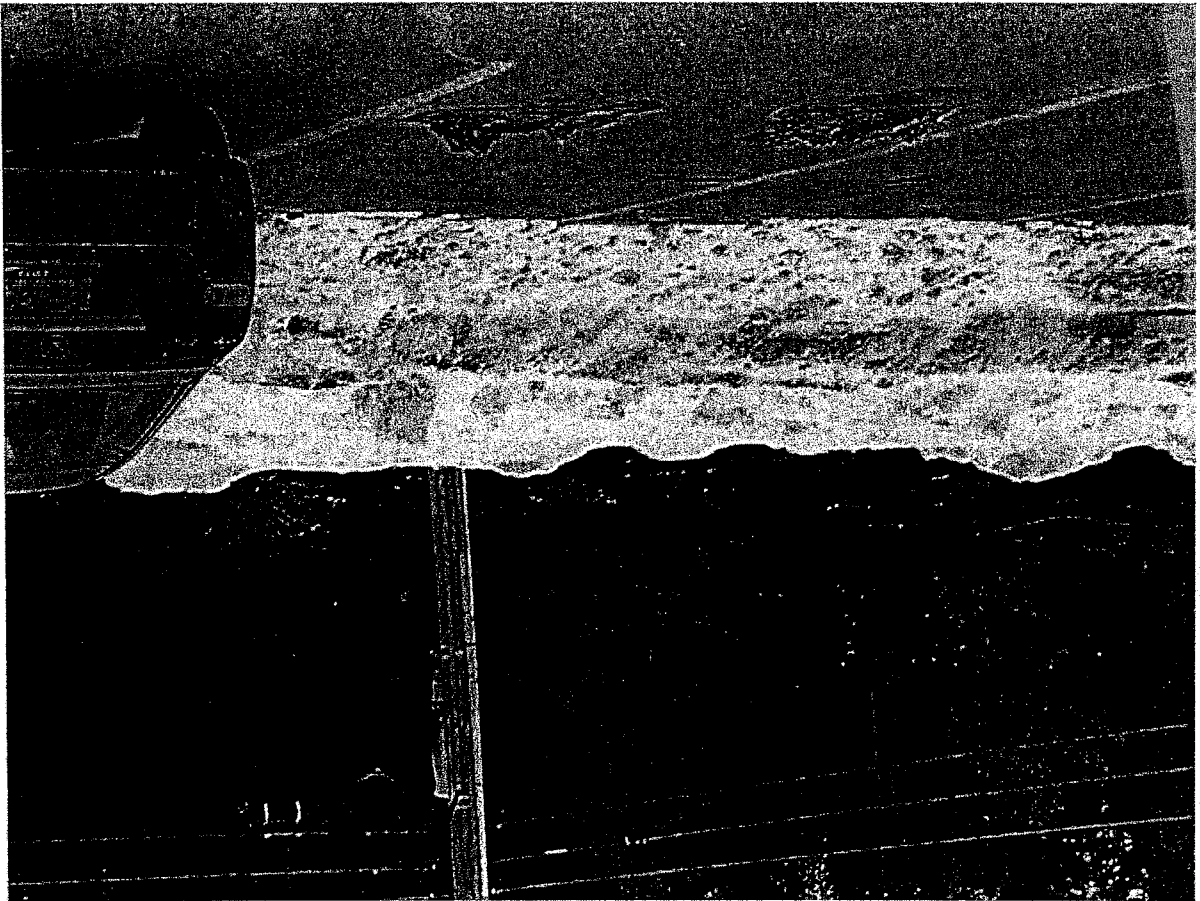
SITE PHOTOS:

11



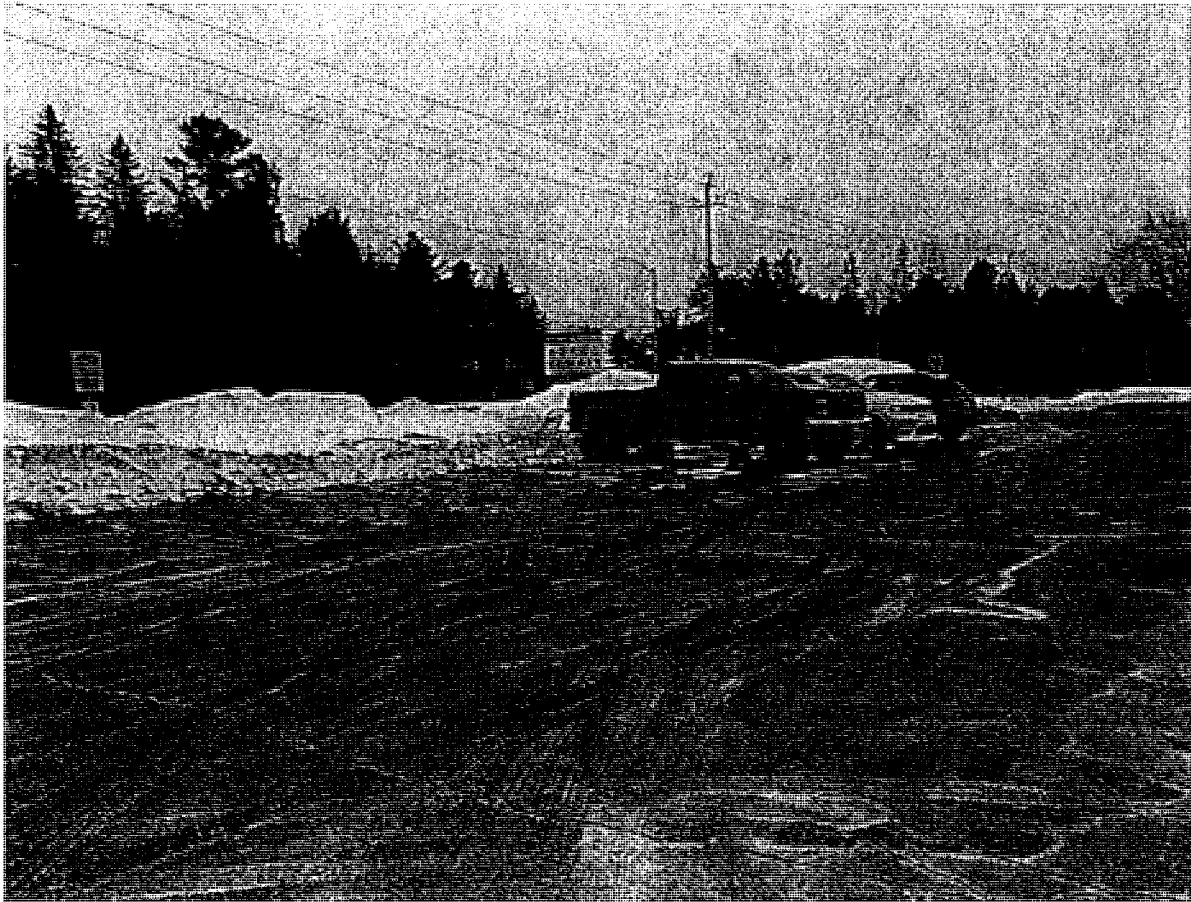
12

45



4a

4a



SITE PROPOSAL: SITE 3

SITE : Thornton Crossing – 4171 Innisfil Beach Road

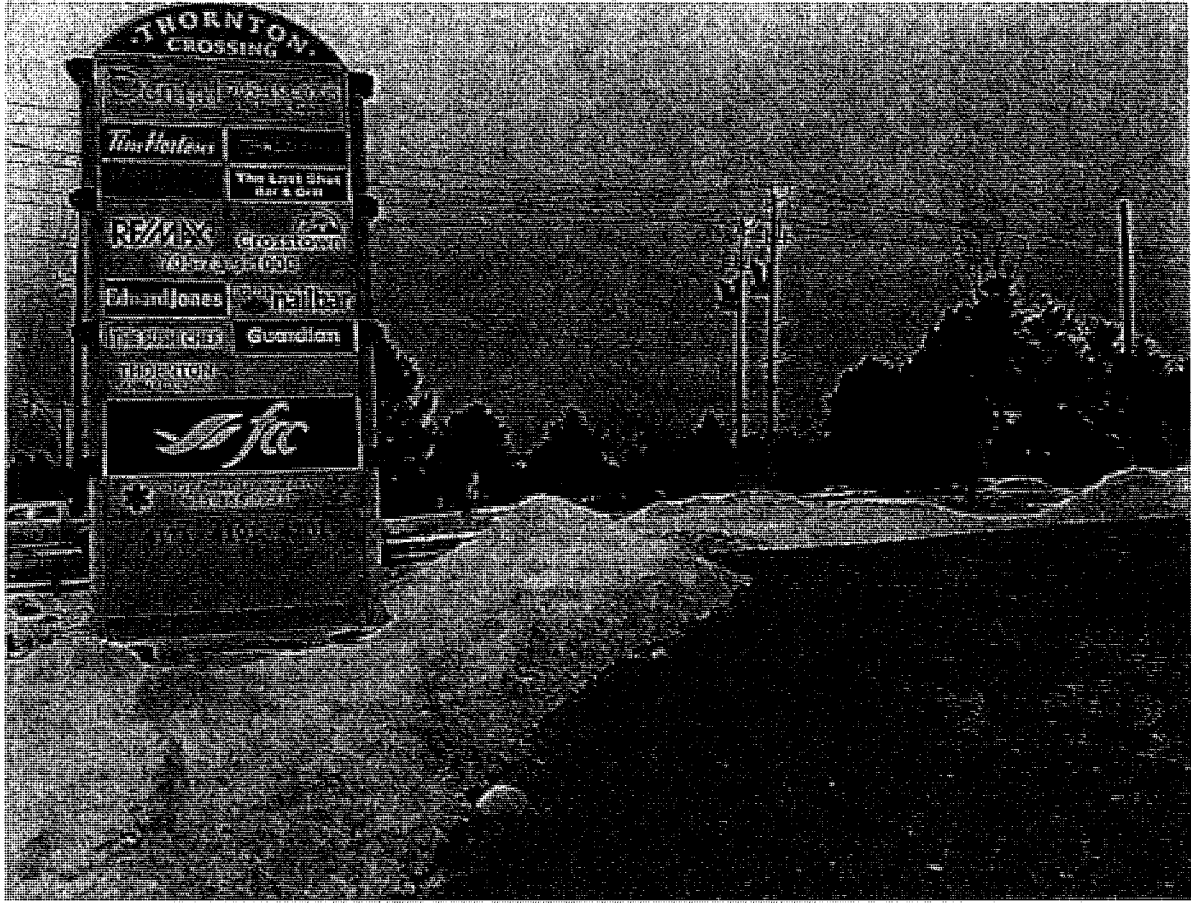


Cost Breakdown Per Site:

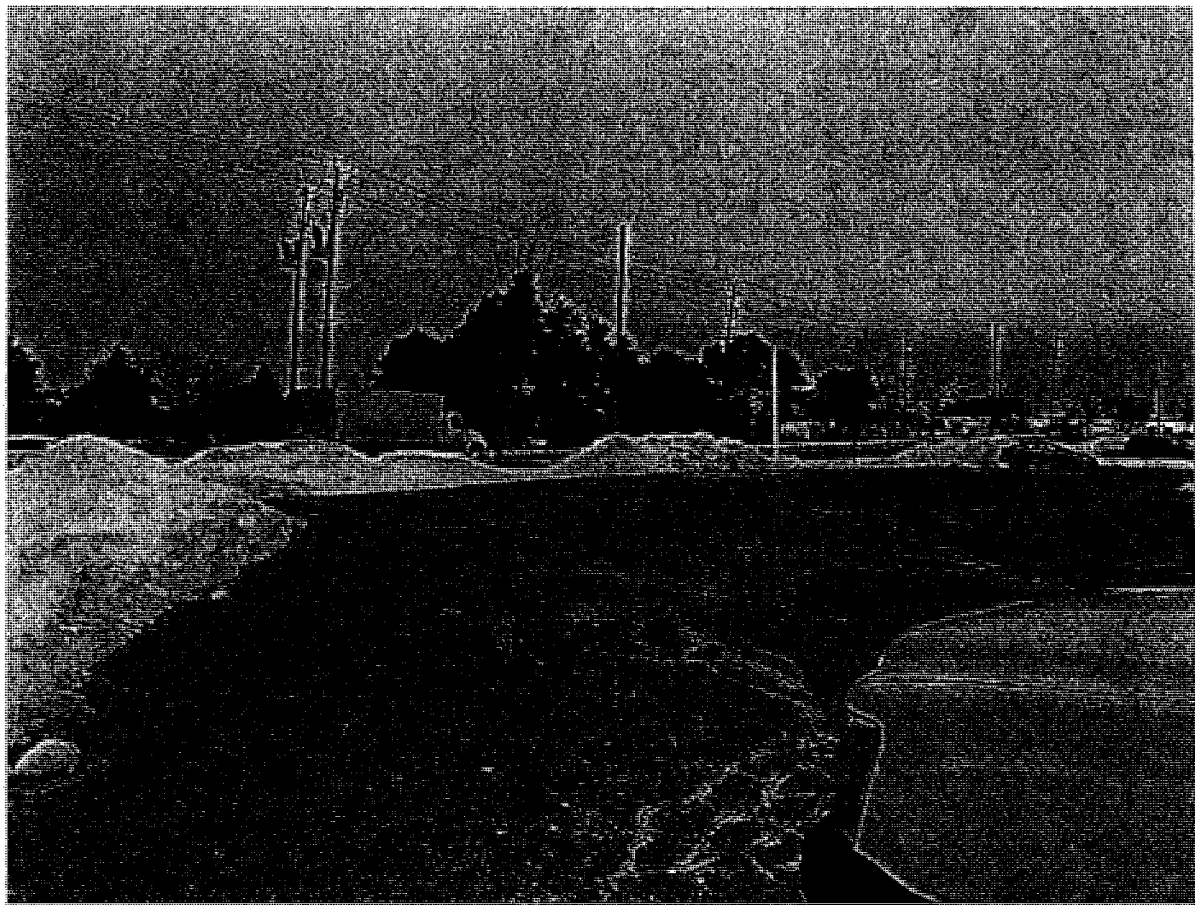
Description	Quantity	Cost
Flo Core + Max Charger	2	\$30,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$22,262.22
TOTAL COST (EXCLUDING TAX)		\$52,262.22

SITE PHOTOS:

4a

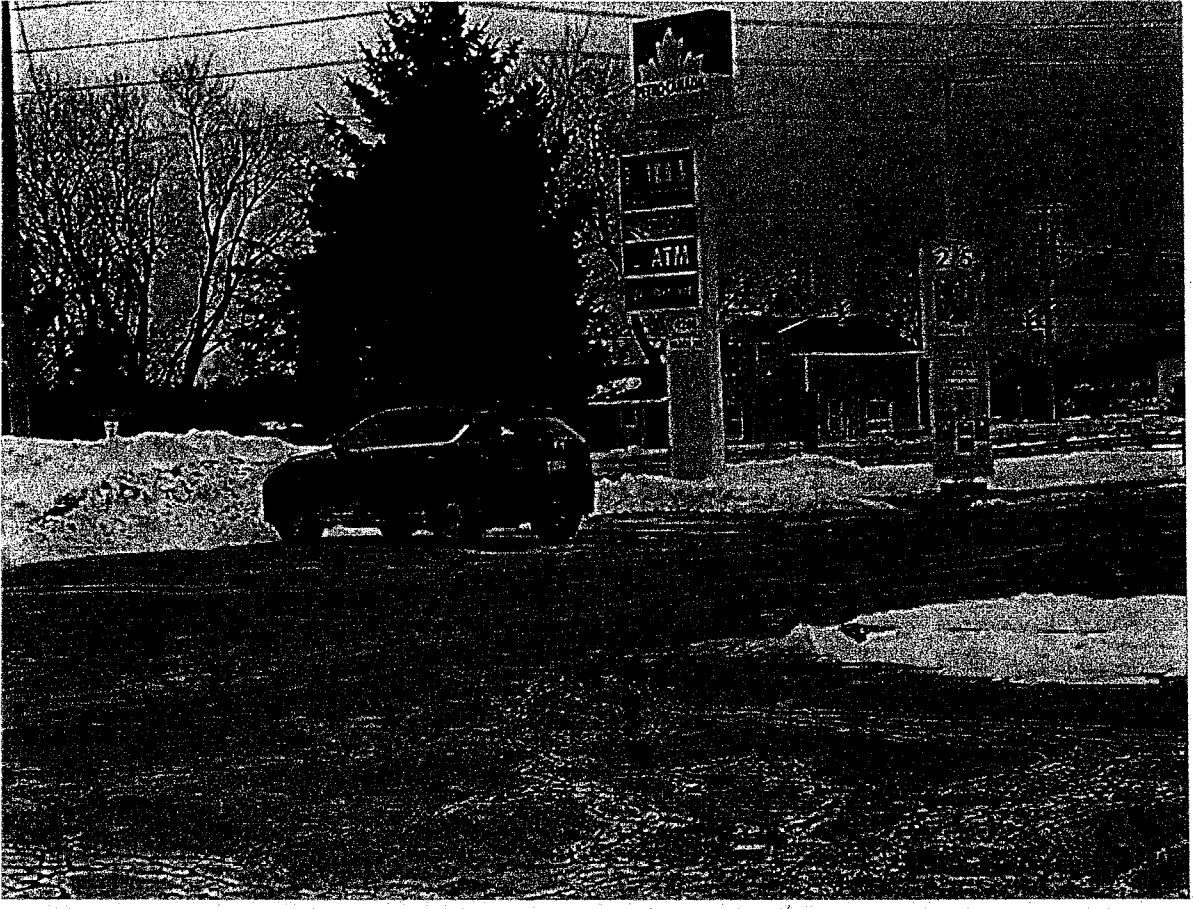


4a

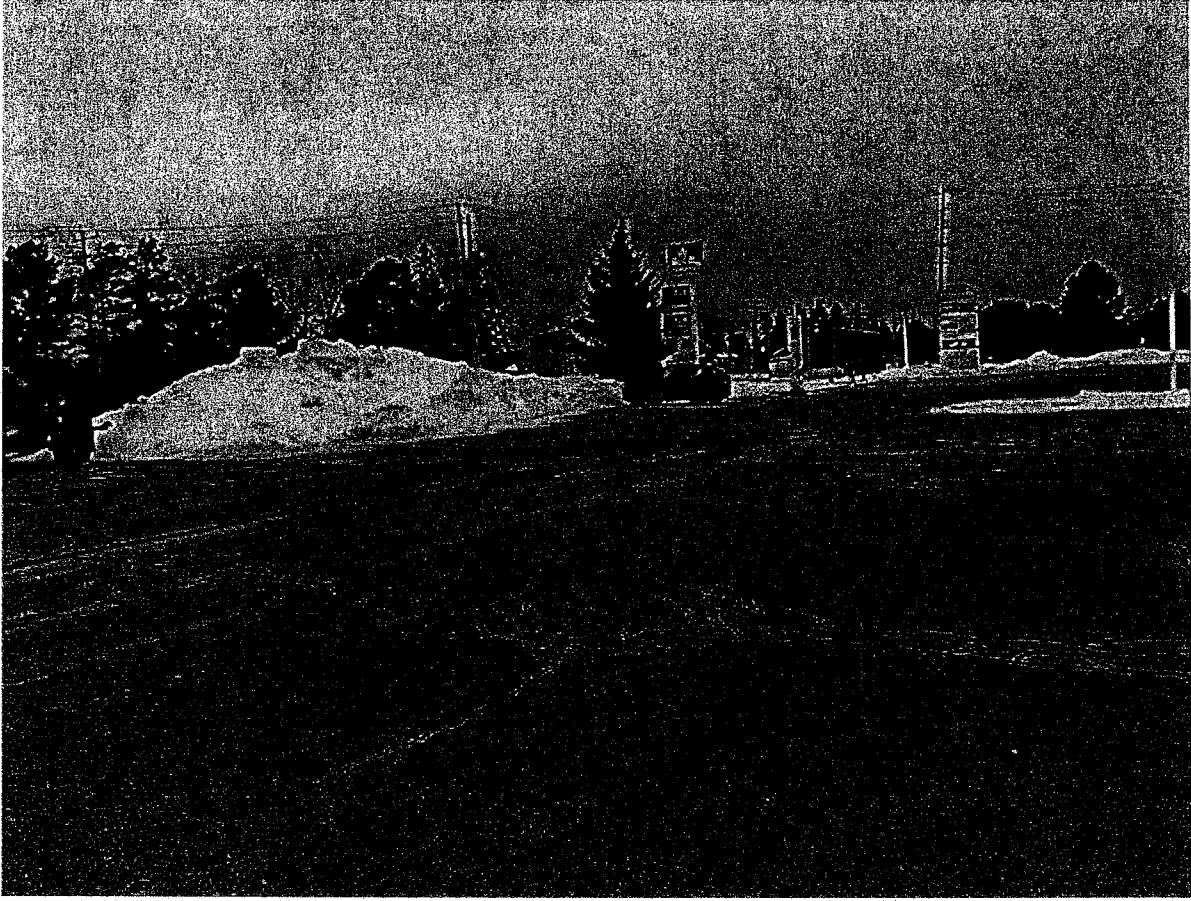


49

4a



4a



4a

SITE PROPOSAL: SITE 4

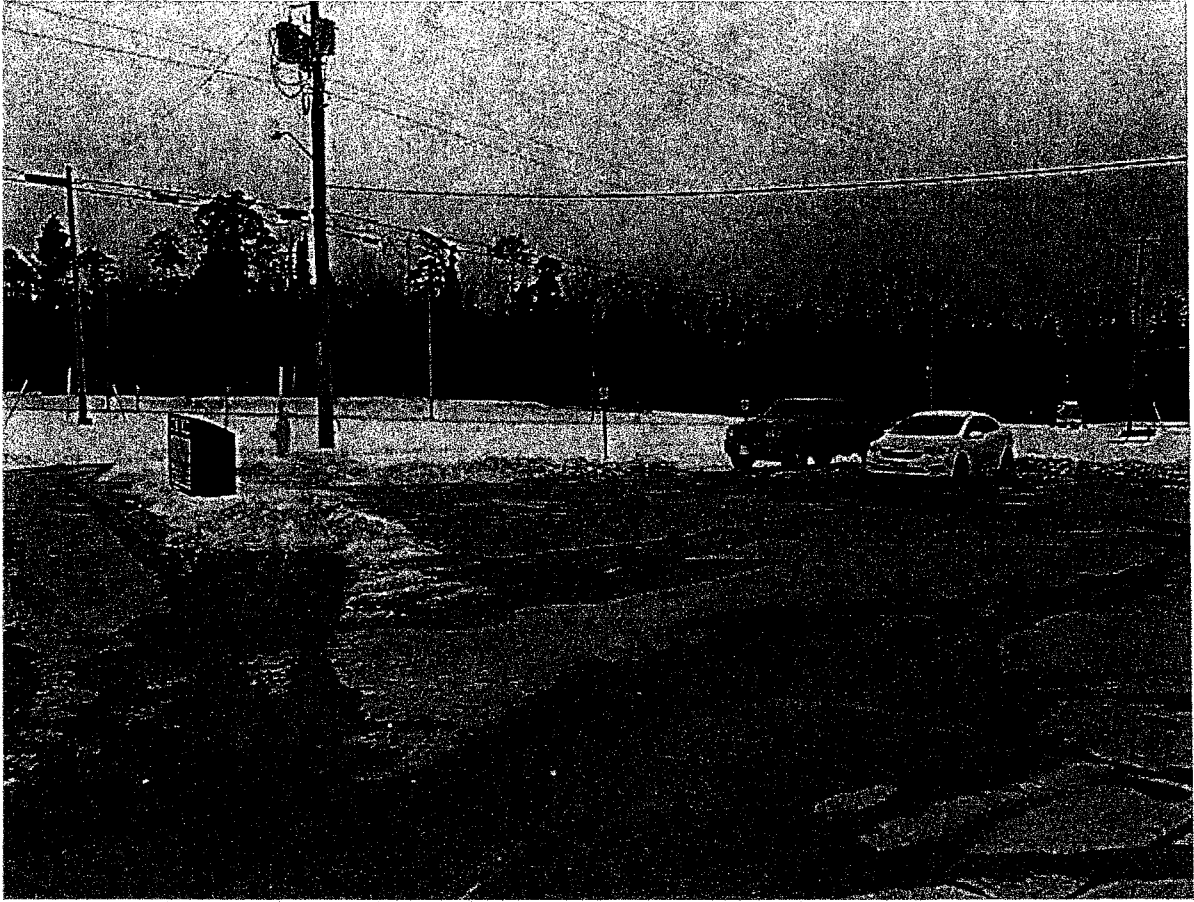
SITE : Angus Arena – 8592 County Road 10



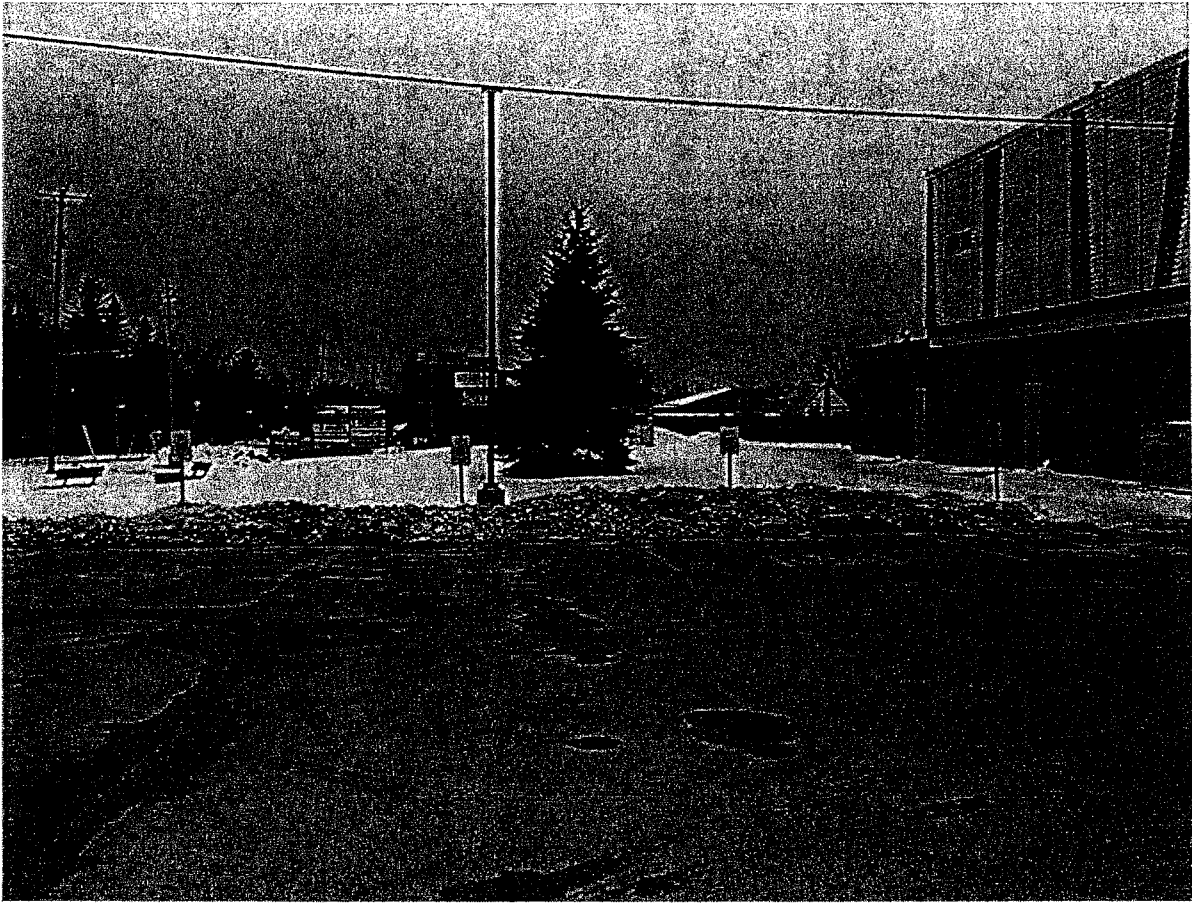
Cost Breakdown Per Site:

Description	Quantity	Cost
Flo Core + Max Charger	2	\$30,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$22,262.22
TOTAL COST (EXCLUDING TAX)		\$52,262.22

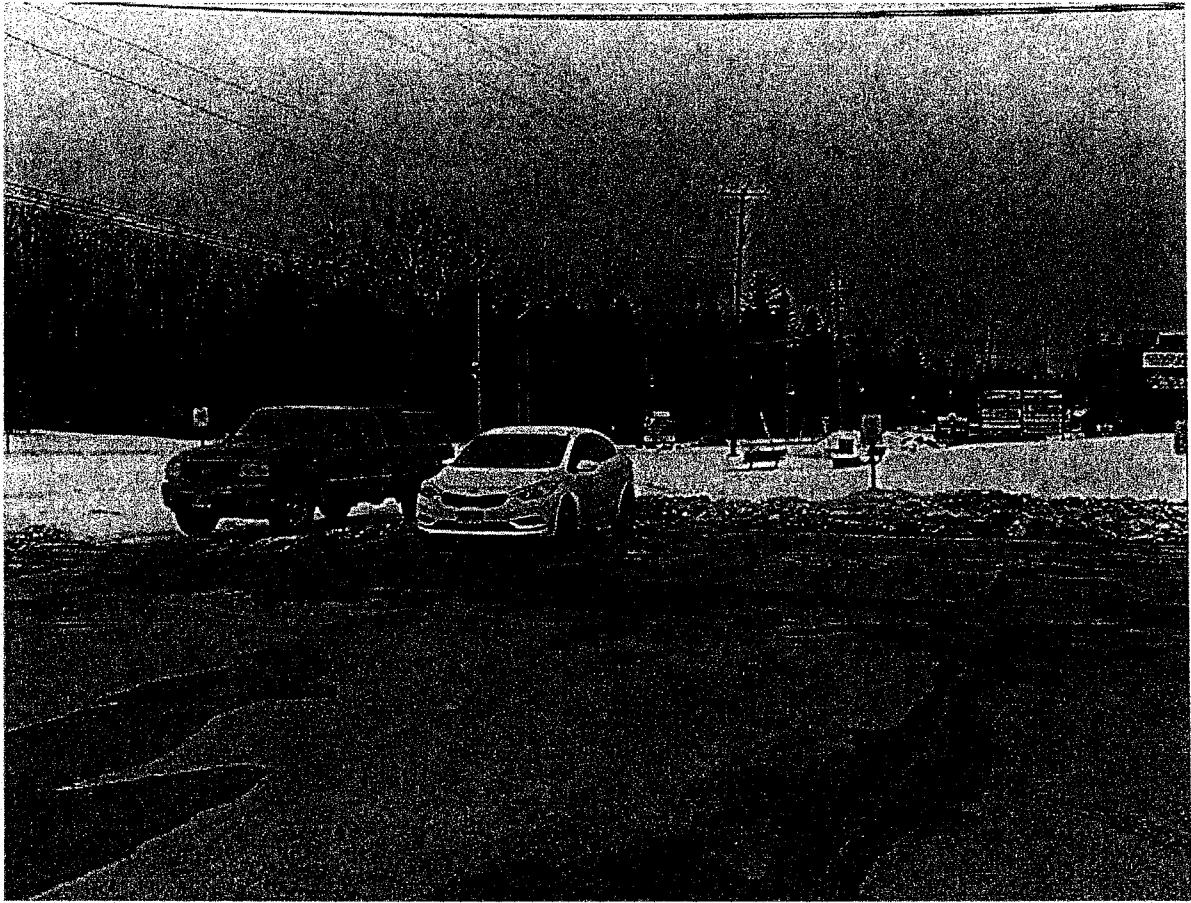
SITE PHOTOS:



4a



4a





SITE PROPOSAL: SITE 5

SITE : Essa Administration Centre – 5786 County Road 21

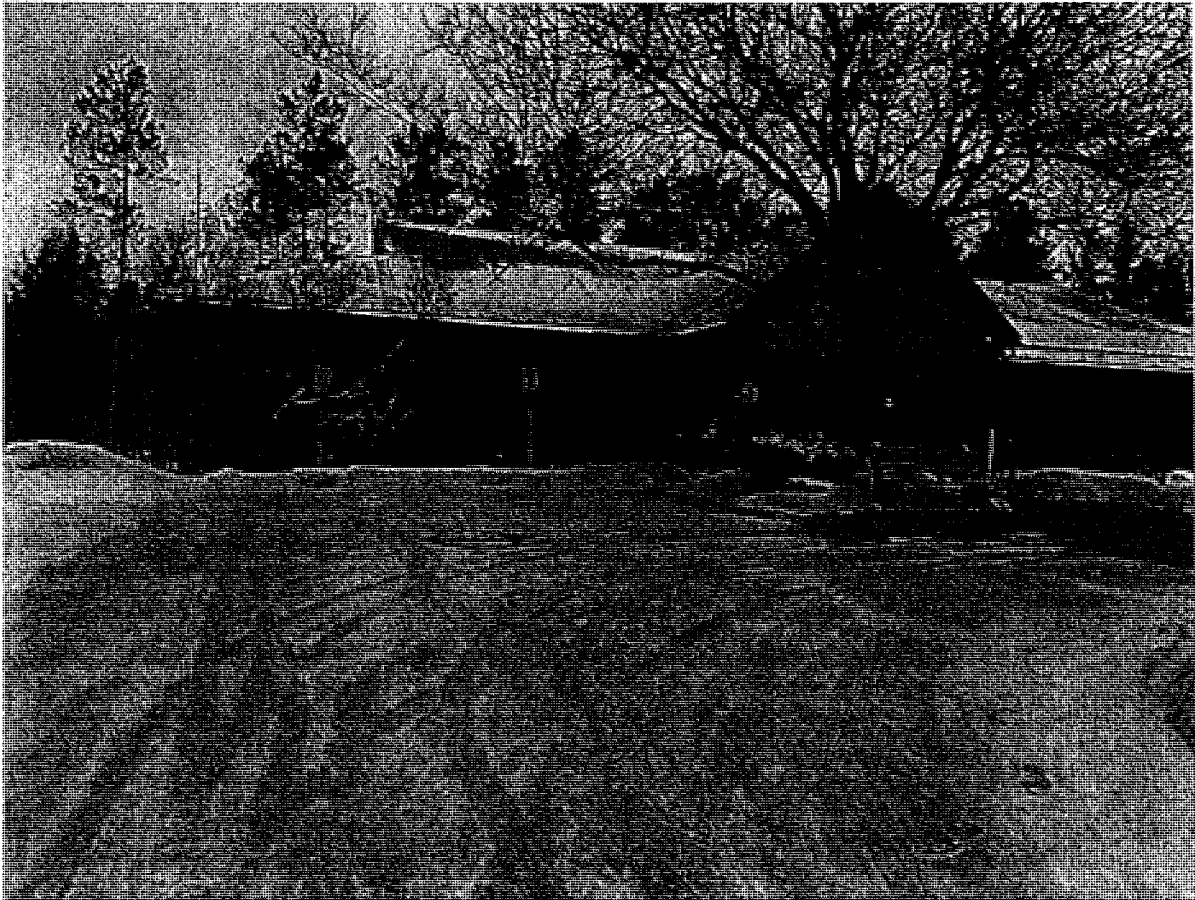


Cost Breakdown Per Site:

Description	Quantity	Cost
Flo Core + Max Charger	1	\$15,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$11,131.11
TOTAL COST (EXCLUDING TAX)		\$26,131.11

SITE PHOTOS:

4a





4a

SITE PROPOSAL: SITE 6

SITE : Thornton Arena – 246 Barrie Street

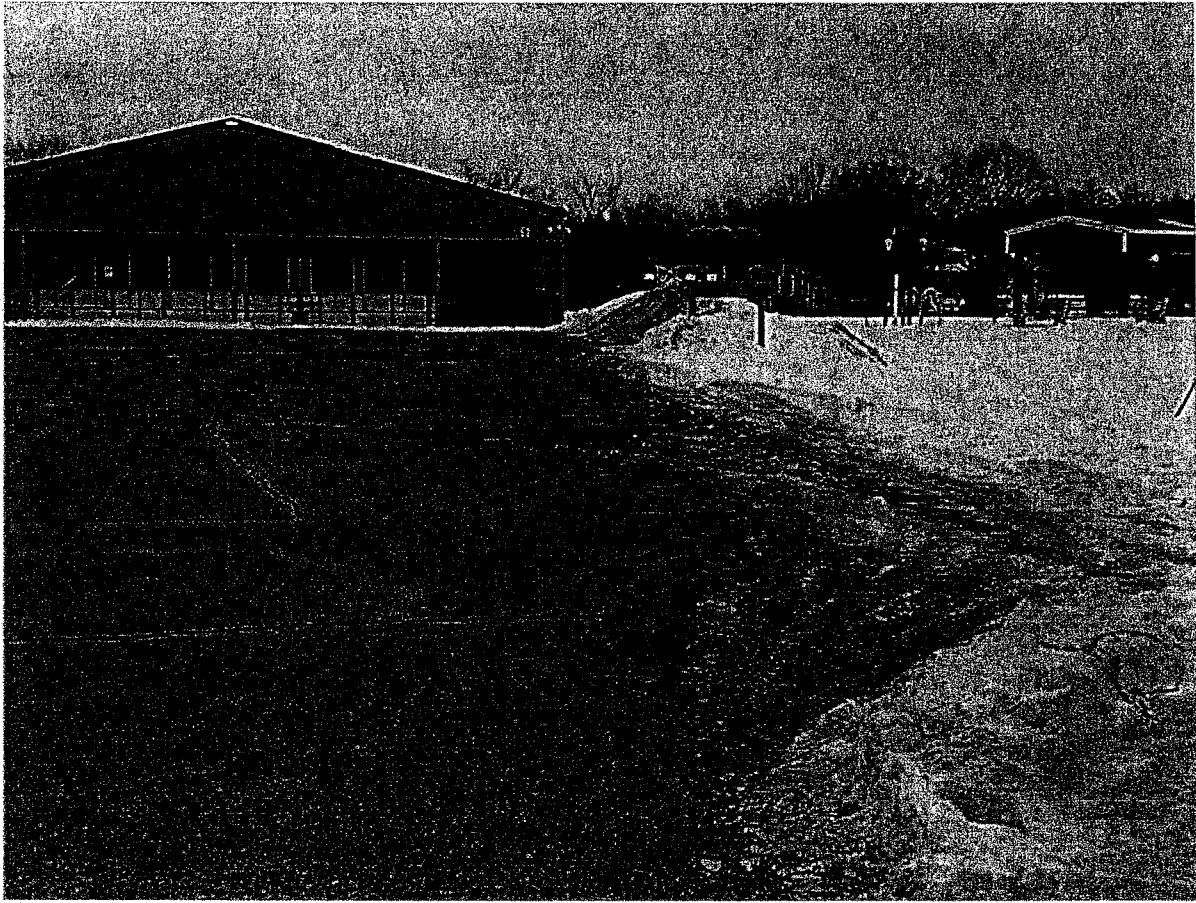


Cost Breakdown Per Site:

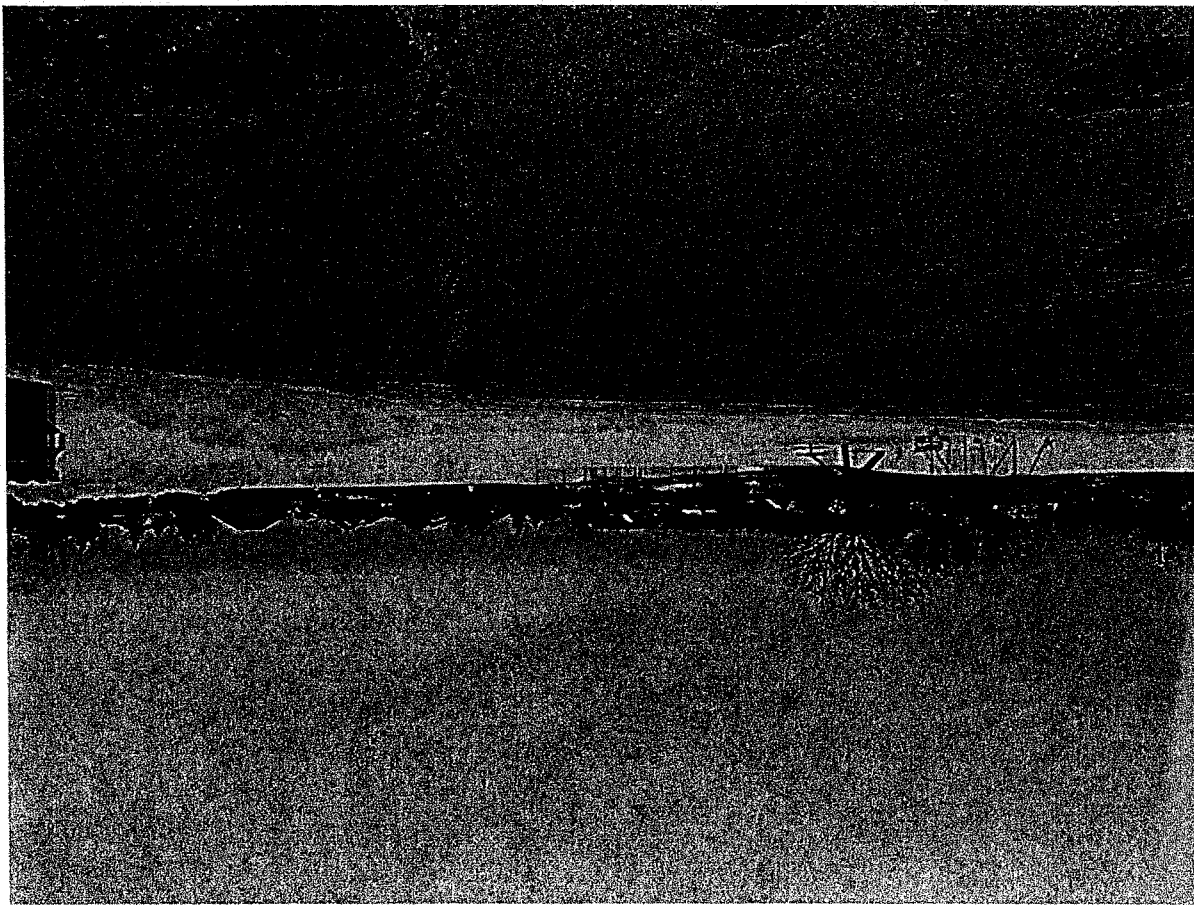
Description	Quantity	Cost
Flo Core + Max Charger	1	\$15,000.00
Additional Cost (Infrastructure, Engineering, Connections, etc)	L.s	\$11,131.11
TOTAL COST (EXCLUDING TAX)		\$26,131.11

SITE PHOTOS:

4a



61



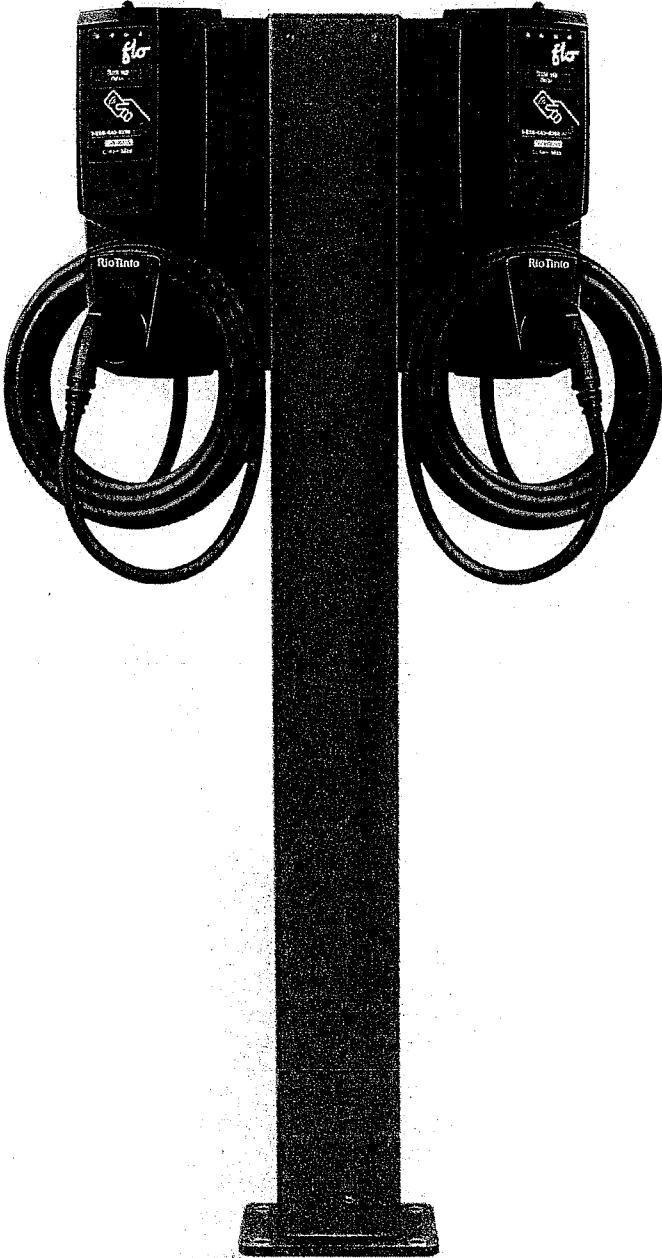
29



4a

4a

CoRe+ MAX™



CoRe+ MAX™

Smart 80A Level 2 charging station for fleet, commercial and industrial applications

The *CoRe+ MAX* charging station is ideal for light and medium duty EV fleets and public charging applications.

Key features

Fastest L2 Charger¹

80A chargers with speed up to 19.2 kW
Up to 2.7x faster than a typical (30A) level 2 charging station, with less battery strain than a DC fast charger.

Long-Term Durability

Get peace of mind with high-end quality build.
The full aluminum enclosure type 3R casing makes the *CoRe+ MAX* one of the most robust and durable charging stations available for fleets and workplaces.

Power Management

Save on your electricity costs.
FLO patented PowerSharing™ and PowerLimiting™ technologies save you up to 45% per year.²

Smart Station, Smarter Investment

Get the most from your deployment with our robust network management solutions.
The *CoRe+ MAX* features LTE connectivity delivering advanced capabilities such as proactive monitoring and access to a dedicated web portal where owners can set pricing, monitor station access and gain usage-based insights.³

Modular Design

The modular design of the *CoRe+ MAX* makes it a sustainable charging station.
Our modular design allows for easy on-site repairs to maximize station uptime. An optional cascading kit enables serial daisy-chaining of multiple charging stations.

¹ As permitted under the SAE J1772 standard.
² Based on internal calculations.
³ Requires an active Global Management Services (GMS) license.

64

Overview

Durable, dependable, and easy to use, the CoRe+™ has long been the preferred charging solution for workplaces, condos, apartments, and commercial properties.

Fastest L2 Charger

- Maximum power output of up to 19.2 kW (80 amps)
- Charges up to 2.7x faster than a typical level 2 charging station
- 77% of the speed for only 30% of the cost of a 25 kW DC fast charger⁴

Future-proof

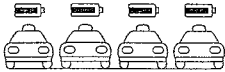
- Compatible with 100% of BEV or PHEV available in North America
- Customizable power levels using an integrated 10-position rotary switch
- Ready to accommodate current and next-generation EVs

Low Total Cost of Ownership

- Install up to 4 CoRe+ MAX stations for the cost of one DC Fast Charger⁵
- Fully integrates with the original CoRe+
- FLO stands behind the quality of its products and offers a 1-year limited warranty on the CoRe+ MAX

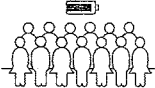
Applications

The CoRe+ MAX is the preferred charging solution for a wide variety of applications. The alternative current (AC) puts less stress on your vehicles' batteries compared to direct current (DC) fast chargers, ultimately extending the lifespan of your batteries and your vehicle.



Fleet

Ideal for fleet managers who wish to grow their EV fleets without expanding their electrical infrastructure while maintaining the operational costs at an affordable level.



Workplace

Ideal for companies looking to offer an EV charging service to their employees, and looking for a solution that can evolve at the same rate as the demand for the service while maintaining reasonable installation and operation costs.

⁴ Based on FLO assessment of average price of 25 kW DC fast chargers at time of printing.
⁵ Based on internal calculations.

4a

CoRe+ MAX™

Available configurations

CoRe+ MAX™

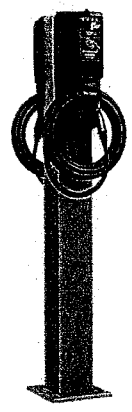
CoRe+ MAX™ with Cable Management System



Wall-mounted



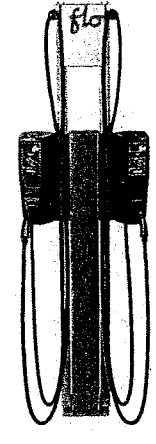
Single pedestal



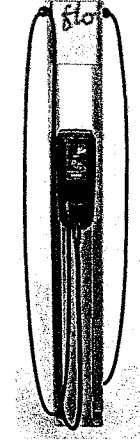
Back-to-back pedestal



Wall-mounted



Dual side-by-side

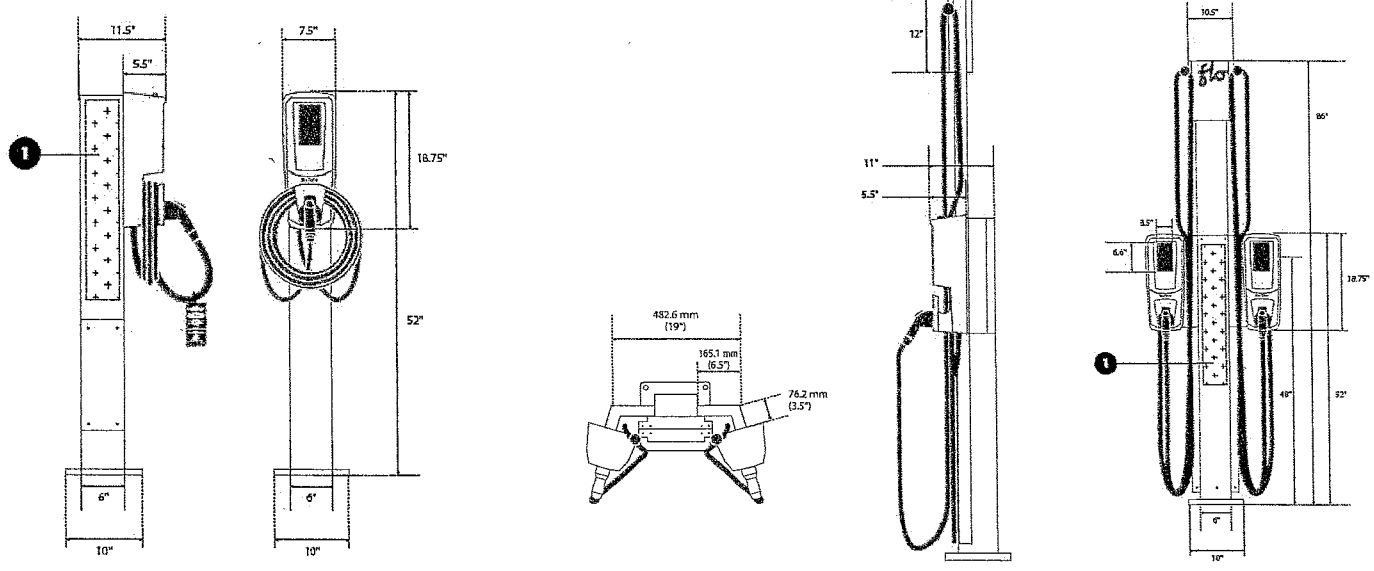


Back-to-back or single pedestal

Dimensions and customization

Every charging station includes easily customizable branding areas. The CoRe+ comes in its original colour, which can be modified with your custom signage.

Customizable partner panel area
Dimensions (H x W): 30" (760 mm) x 4.72" (120 mm)



Technical specifications

Product	CoRe+ MAX™
Aluminum casing	Enclosure Type 3R
Charging connector	SAE J1772
Cable	7.62 m / 25' (19' with optional CMS)
Input	208 VAC or 240 VAC for each charging station
Charging power	1.2 kW to 19.2 kW (maximum configurable by software)
Output current	6A to 80A (maximum configurable by software and adjustable via a rotary switch)
Integrated GFCI	20 mA, auto reset (3 attempts at 15-minute intervals)
Frequency	60 Hz
Operating and storage temperature	-40 °C to 50 °C / -40 °F to 122 °F
Weight	Charging station: 9.5 kg / 27 lb Pedestal: 14.5 kg / 32 lb
Humidity	Up to 95% (non-condensing)
Card reader	ISO 14443 A/B, ISO 15693, NFC
Communication interface	ZigBee - IEEE 802.15.4 meshed network
Networking	Cellular – 4G/LTE (gateway is installed separately for optimal performances)
Pending Certifications	CSA- C22.2 No. 280 / UL 2594, CSA C22.2 No 281.1 and 281.2 / UL 2231-1 and 2231-2
EMI compliance	USA - FCC 47 CFR part 15 class A CAN - ICES-003 (A)



Learn more
info@flo.com
 1 855 543-8356
flo.com/products



Designated and manufactured
 by AddÉnergie Technologies Inc.



EARTH DAY CANADA - FUNDING AGREEMENT
Charged for Change Program
(the "Agreement")

This Agreement is by and between:

EARTH DAY CANADA

a registered charitable organisation incorporated under the federal laws of Canada,
 having its head office in the city of Montreal, in the Province of Quebec
 (hereinafter referred to as "EDC")

And

"The Township of Essa" (hereinafter referred to as the "**Grantee**") as more fully described in
Schedule A - "Project Details"

EDC and the Grantee are collectively hereinafter referred to as the "**Parties**"; and individually
 as, a "**Party**")

WHEREAS with funding from Aviva Canada Inc. (hereinafter referred to as "**Aviva Canada**"), EDC is making grants available to assist underserved communities across Canada to build public electric vehicle (EV) charging installations to build stronger and more resilient communities;

AND WHEREAS additional provisions applicable to the Project are further clarified in the Terms and Conditions for the Charged for Change Program, attached hereto as Schedule "B" (hereafter the "**Terms and Conditions**");

AND WHEREAS the Parties wish to clarify the roles, responsibilities, liabilities, accountability, communications and other related issues between the Parties;

AND NOW THEREFORE, the Parties agree as follows:

1. FUNDS

- 1.1. EDC agrees to provide funding to the Grantee (the "**Funds**" or Total Project Allotment) for the Project (Project and Total Project Allotment are defined in Schedule "A" – "Project Details" of this Agreement) in accordance with the Budget set forth in Schedule "A" – "Project Details" of this Agreement, which must be pre-approved in writing by EDC.
- 1.2. The total amount of Funds provided to the Grantee for the Project will depend on the actual costs incurred in connection with the Project activities, and shall not exceed the Total Project Allotment. If the real and actual costs incurred on the Project are less



than the Budget, the amount transferred in the final payment will be adjusted accordingly (or if an amount greater than costs incurred is already transferred, it would need to be reimbursed).

- 1.3. Funds must be used for real costs, actually incurred after the Eligible Cost Date (as defined in Section 3.2 of Schedule "A" - "Project Details") that align to the eligible expenditures as set forth in the guidelines appended hereto as Schedule D.
- 1.4. The Grantee represents and warrants that it has disclosed to EDC all sources of other funding, including cash and/or in-kind contributions from all levels of government, for any activities within the scope the Project.
- 1.5. All costs must be directly related to the Project as set forth in Schedule "A". However, during the execution of the Project, it is, however, permissible to transfer up to ten percent (10%) of funds from one budget category to another budget category (as further described in Section 5.1 of Schedule "A" - "Project Details") without further approval from EDC, provided however that the Total Project Allotment (defined in Schedule "A") is not exceeded.

2. TERM

- 2.1. The Project timelines, including the Project term and end date of the activities, are appended to this Agreement, in Schedule "A" - "Project Details".

3. PAYMENT TERMS

- 3.1. The Payment terms are appended to this Agreement in Schedule "A" - "Project Details".
- 3.2. Notwithstanding any other provision of this Agreement, the total funds available to be paid to the Grantee under this Agreement are subject to the availability of funds provided by Aviva Canada, and if the program is terminated by Aviva Canada and/or EDC, the Grantee shall be responsible for all expenses incurred in connection with the Project's activities.

4. REPORTING

- 4.1. **Interim Report.** An interim report will be submitted in accordance with the reporting timelines appended to this Agreement in Schedule "A" - "Project Details". The interim report will generally include at minimum progress against project activities towards project purpose. Reporting shall include a narrative report and a financial report on budget versus actual spending to the end of the reporting period.



- 4.2. **Final Report.** A final report shall be submitted in accordance with the reporting timelines appended to this Agreement in Schedule "A" – "Project Details" so as to release the final payment holdback (as set forth in Section 6.3 of Schedule "A" – "Project Details"). Reporting shall include at minimum an update on progress against project activities toward project purpose and a financial report on budget versus actual spending to the end of the reporting period.
- 4.3. **General reporting.** In addition, reporting shall include reporting back against the purpose statement set out in Schedule "A" - "Project Details", and the activities undertaken outlined in Schedule "A" – "Project Details". Reports may have to include supporting financial documentation as requested by EDC. In addition, the Grantee must keep copies of supporting financial documentation consistent with the Eligible Expenditures Guidelines as they may be requested by the fiscal authorities and/or Aviva Canada, such to support EDC review of reports or in case of audit.
- 4.4. **Usage Reports.** Interim and final usage reports shall be submitted in accordance with the reporting timelines and reporting content appended to this Agreement in Schedule "A" – "Project Details". These reports will attest of the impact of the project on the community after construction.
- 4.5. If you have any concerns or challenges during implementation and/or execution of the Project, or have to transfer funds in the excess of the of the ten percent (10%) threshold set forth in section 1.5 of this Agreement, please do not hesitate to reach out to Emilie Fargeout, Charged for Change Project Manager at efargeout@earthday.ca.

Please note that if your organization undertakes the collection, use or disclosure of personal information, you should ensure full compliance with all applicable privacy legislation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed and delivered by its duly authorized representative on this Third day of May, 2023.

<p>TOWNSHIP OF ESSA</p> <p>Signature:</p> <p>Name: Samuel Haniff Title: Manager of Planning</p>	<p>EARTH DAY CANADA</p> <p>Signature:</p> <p>Name: Valérie Mallamo Title: Executive Director</p>
--	---



SCHEDULE "A" – PROJECT DETAILS

This Schedule "A" is entered into pursuant to and forms part of the Funding Agreement entered into between the Parties dated May 3rd, 2023.

1. GRANTEE

1.1. As indicated in the Charged for Change Program Application and confirmed by the Sponsor Selection Committee (as defined in the Application Guide), the Grantee is:

The Township of Essa, 5786 County Road 21, Utopia, ON L0M 1T0, a municipality situated in Ontario.

2. PROJECT

2.1. The Grantee shall undertake a Project titled: the *Charged for Change EV Infrastructure Project* (hereinafter "**Project**").

2.2. The purpose of this Project is to increase localized charging opportunities in the Grantee's community by increasing the number of electric vehicle charging stations in the community, especially in areas like MURBs, on-street parking, public spaces and workspaces. The purpose is to be achieved by carrying out the activities set out in Section 4 of this Schedule "A". For greater clarity, the Grantee will fulfill the purpose of the Project by installing three (3) charging stations (i.e. six (6) of charging heads) across its community to provide chargers to residents in an effort to accommodate new and existing electric vehicles in our community, as well as commuters and visitors since the Township roads are often used as thoroughfares for neighbouring employment and vacation destinations. The Grantee will work with service providers for procurement of the electric vehicle charging stations and installation of said charging stations, including any necessary electrical work. The Grantee will also obtain any licences or permits required to carry the Project out. The Project is set to begin on June 6th, 2023 and be completed on December 23rd, 2023 and will include the following sites:

- **No Frills Plaza, Angus**, 285 Mill Street, Angus, ON L0M 1B4
- **Thornton Community Centre/Arena**, 246 Barrie Street, Thornton, ON L0L 2N0

2.3. The Grantee's main contact for the Project is:

Samuel Haniff
Manager of Planning
shaniff@essatownship.on.ca



705-424-9917 ext.111

3. **PROJECT TIMELINE**

- 3.1. The Agreement shall commence on the date that the last Party signs (the “**Effective Date**”) and shall continue until May 12th, 2027, unless terminated early in accordance with the Termination provisions in Section 9 of the Terms and Conditions (the “**Term**”).
- 3.2. The Project timelines are as follows.

Project timelines

“ Eligible Cost Date ”: The Funds shall only be used for activities carried out after this date.	April 22 nd , 2023
“ Activity Start Date ”: When activities for the project are scheduled to commence.	June 6 th , 2023
“ Activity End Date ”: The Project shall be completed by this date.	On the earlier of: (i) December 23 rd , 2023; or (ii) when Project activities are completed and no later than March 31 st , 2024

4. **PROJECT ACTIVITIES**

- 4.1. The Project activities are as follows:

Activities
<ul style="list-style-type: none"> • Procurement of permits and licences for the operation of a charging stations • Site preparation (any preliminary work required for the site to be ready to receive the electric vehicle charging stations) • Procurement of the electric vehicle charging stations and use thereof with Aviva Canada and EDC branding • Installation of the charging stations • Maintenance of the electric vehicle charging stations

- 4.2. The Grantee shall also be responsible for maintenance and upkeep of the charging station at its costs once the Project is completed so as to ensure a ninety seven percent (97%) uptime (i.e., eleven (11) days of downtime per calendar year). The Grantee’s obligation to maintain and upkeep the charging station shall be provided for a minimum of ten (10) years after Project completion. For greater clarity, the Grantee shall:



- a. bear all costs and expenses related to the operation, management, maintenance, repair and replacement of the charging stations for a minimum period of ten (10) years in accordance with the financial parameters of the Project as set forth in this Funding Agreement; and
- b. take all reasonable steps to ensure that the charging station site(s) are kept clean and accessible to users and service providers so as to perform the necessary tasks to ensure operation of said charging stations.

5. FUNDS

- 5.1. EDC agrees to provide Funds for up to seventy-eight thousand three hundred ninety-three Canadian dollars and thirty-three cents (**CAD \$78,393.33**) in accordance with the Budget below. The total amount of monies provided for the Project will be based on real and actual costs incurred and activities completed and shall not exceed the total allowed amount per the terms of this Agreement as further set forth in the below table:

Budget Category	Description	Total Funded Amount
Professional Services	Construction, installation and electrical costs	\$33,393.33
Capital Expenses	3 EV Dual Head Stations	\$45,000.00
TOTAL BUDGET		\$78,393.33

The total budget shall also be referred to as the “**Total Project Allotment**” and can be lowered by EDC upon further review.

** In addition, the Grantee must keep copies of supporting financial documentation consistent with the Eligible Expenditures Guidelines and Section 10 of Schedule “B” - “Terms and Conditions” even if not provided to EDC as part of reporting.*

6. PAYMENT TERMS

- 6.1. **Advance Payment.** Upon signature of this Agreement, EDC shall transfer up to twenty-three thousand five hundred eighteen Canadian dollars (**CAD \$23,518.00**) (representing thirty percent (30%) of the Total Project Allotment) to the Grantee.
- 6.2. **Interim Payment(s).** One payment of twenty-three thousand five hundred eighteen Canadian dollars (**CAD \$23,518.00**), representing at most thirty percent (30%) of the Total Project Allotment, will be made during the construction period upon provision of the Interim construction report based on real and actual costs incurred.



- 6.3. **Final Payment.** Final payment will be held back until the Final report for all activities and costs is received and approved. After EDC approves the Final report, it shall transfer the final amount owing based on real and actual costs incurred, which shall be the final balance of up to thirty-one thousand three hundred fifty-seven Canadian dollars and thirty-three cents (**CAD \$31,357.33**) (representing at most forty percent (40%) of the Total Project Allotment, adjusted to reflect real and actual spending) to the Grantee.

7. REPORTING SCHEDULE

- 7.1. The Grantee shall provide written reports to EDC in accordance with the following schedule:

TYPE OF REPORT	START DATE REPORTING PERIOD	END DATE REPORTING PERIOD	DUE DATE FOR REPORT TO BE SUBMITTED TO EDC
Interim construction report	April 22, 2023	October 21, 2023	November 12, 2023
Final construction report	October 22, 2023	April 21, 2024	May 12, 2024
Interim Usage Report – Year 1 after construction	April 22, 2024	October 21, 2024	November 12, 2024
Final Usage Report – Year 1 after construction	October 22, 2024	April 21, 2025	May 12, 2025
Interim Usage Report – Year 2 after construction	April 22, 2025	October 21, 2025	November 12, 2025
Final Usage Report – Year 2 after construction	October 22, 2025	April 21, 2026	May 12, 2026
Interim Usage Report – Year 3 after construction	April 22, 2026	October 21, 2026	November 12, 2026
Final Usage Report – Year 3 after construction	October 22, 2026	April 21, 2027	May 12, 2027

- 7.2. The Grantee shall agree to monthly check-in meetings with EDC's project manager during the construction period to provide updates on the Project's progress in accordance with the following schedule and until the Project's completion:



Check-in Meeting #1	June 22 nd , 2023
Check-in Meeting #2	July 22 nd , 2023
Check-in Meeting #3	August 22 nd , 2023
Check-in Meeting #4	September 22 nd , 2023
Check-in Meeting #5	October 22 nd , 2023
Check-in Meeting #6	November 22 nd , 2023
Check-in Meeting #7	December 22 nd , 2023

Check-in meetings may exceptionally be rescheduled to accommodate both Parties if meeting conflicts arise.

8. REPORTING CONTENT

8.1. The interim and final usage reports shall contain the following information:

- Frequency of charger usage
- Average time spent per charging session
- Total downtime for the reporting period
- Statistics relating to the amount of EV car registration vs. overall car registration (i.e., fossil-fueled) (if available)
- Greenhouse Gas (GHG) reduction in CO² equivalent (if available)
- Number of people who directly/indirectly benefitted from the Project (see definitions below)
- One success story of the positive impact the project has had on the community
- Photos and/or videos from the sites of the Project indicating the date and site they were taken

Direct beneficiaries — Those who benefit directly from the funded project.

Indirect beneficiaries – Those who benefit as a result of an improvement made for the direct beneficiaries. For example, children may benefit directly from using a playground while the surrounding community members or parents may benefit indirectly when children have a dedicated play area.

It is to be noted that these measurements and impacts will take time to materialize as uptake can be delayed even after infrastructure has been installed.



SCHEDULE "B" – TERMS AND CONDITIONS

By signing the Agreement, the Grantee hereby agrees to the following terms and conditions:

1. **Application Eligibility Criteria.** The eligibility criteria remain applicable:
 - a. The Project must be located in the province of Ontario;
 - b. The applicant must be a Community as defined in the Application Guide;
 - c. There must be less one (1) public electric vehicle charging station per 8,610 people within a Community;
 - d. The applicant must be able to satisfy legal, insurance and other regulatory obligations with respect to the installation, use and maintenance of EV charging stations;
 - e. The applicant must be able to submit all Projects costs and fulfil its initial financial commitments as further discussed in the Application Guide;
 - f. All Project sites, in particular the electric vehicle charging stations, must be branded with Aviva Canada and Earth Day Canada branding;
 - g. The proposed Project is not subject to Environmental Assessment laws or regulations of any governmental authority, including but not limited to the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the Canadian Environmental Protection Act, 1999 (S.C. 1999, c. 33), and that the Project has no adverse effects on the Community, including any indigenous communities that may be situated near the Project site;
 - h. Use of EV charging stations that fulfill the following specifications:
 - i. Be a permanent installation (mounted or fixed models);
 - ii. Be a new EV charger installation;
 - iii. Be certified for use in Canada;
 - iv. Be a standard level 2 charger;
 - v. Be able to communicate through wireless signal on status and report on usage and/or other capabilities;
 - vi. Increase localized charging opportunities in one of the following spaces, including but not limited to (i) Public Places; (ii) On-Street; (iii) Multi Unit Residential Buildings (MURBs); and (iv) Workplaces, as defined in the Application Guide.

2. **Entire Agreement.** This Agreement includes: (i) the present Agreement and (ii) all schedules appended hereto.

3. **Payment.** Any payments by EDC to the Grantee can only be used by the Grantee for Project expenses incurred within the Eligible Expenditure Period (as defined in the Application Guide and in Section 3 of Schedule "A" - "Project Details") and cannot be used for any ineligible activities as set out in the Application Guide and Schedule "D". Payment of any funding under this Agreement is subject to the availability of funds and may be cancelled or reduced in the event that the Aviva Canada cancels or reduces its funding to EDC. In such



circumstances, the Grantee shall be responsible for all expenses incurred in connection with the Project's activities until completion of said Project. In addition, it is possible that EDC may advance funds to the Grantee prior to the commencement of the Project. This amount will be considered an advance against fees and expenses incurred by the Grantee and will be accounted for in any reporting by the Grantee on the Project.

4. **Repayment.** The Grantee shall repay to EDC the amount of any funds provided to which it is not entitled, including the amounts of any payments: (i) made in error; (ii) made for costs in excess of the amount actually and properly incurred for those costs; or (iii) that were used for costs that were not eligible under this Agreement (including the Application Guide) or that were not in alignment with the Eligible Expenditure Guidelines. Such amounts shall be promptly repaid to EDC, upon receipt of notice to do so and within the period specified in the notice.
5. **Progress Reports and Payments.** Payment and reporting expectations are set out in the Agreement. Installment payments contemplated in the Agreement will be based on confirmation by the Grantee (a) of reasonable progress on the Project, and (b) that any resources or funds previously provided by EDC have been applied to the Project appropriately, with supporting documentation. If the Grantee is not abiding by the terms of this Agreement, then EDC, in its sole discretion, may reduce installment payment amounts, or withdraw or withhold funds or other resources. The Grantee shall immediately notify EDC regarding any changes to its eligibility for funding program as set out in the Application Guide.
6. **Relationship.** Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture, or an employment relationship as between the Parties and neither Party shall hold itself out as partner, agent, joint venturer, or employee of the other or any other type of relationship that renders one Party liable for the debts or obligations of the other Party except as specifically provided for in this Agreement. Nothing in this Agreement creates any undertaking, commitment, or obligation by EDC respecting additional or future funding of the Project beyond the Term, or that exceeds the maximum contribution specified in this Agreement. In addition, nothing in this Agreement creates nor is to be interpreted, construed, or held out as creating any role, responsibility, obligation, or interest for or in Aviva Canada.
7. **Insurance.** Without in any way limiting the liability of the Grantee under this Agreement, it shall be the sole responsibility of the Grantee to maintain and keep in force and effect during the term of this Agreement sufficient insurance against liability resulting from anything done or omitted by the Grantee in carrying out the activities under this Agreement, for such coverage limits as a reasonably prudent Party carrying out the same or similar activities might obtain, as covering any damage to, or the malfunction of the charging station. For greater clarity, the Grantee should obtain:



- a. General Liability Insurance Policy for the protection of the public and participants, including, without limiting the foregoing, a “wrap-up” liability insurance policy covering bodily injury, personal injury and property damage, in an amount not less than five million Canadian dollars (CDN \$5,000,000) per occurrence, including contractual liability, cross-liability and products and completed operations liability, on an occurrence basis; and
 - b. Property insurance Policy and more particularly an all-risk property insurance policy in an amount of at least five million Canadian dollars (CDN\$5,000,000) covering all charging station site(s), to protect the charging stations against damage, destruction or loss caused by fire, explosion, theft and vandalism. The Grantee should assume all risk of damage, loss or destruction, and to be responsible for the foregoing; and
 - c. Supplier and Subcontractor Insurance for ensuring that the Grantee’s service providers and subcontractors maintain insurance coverages substantially similar to that provided herein.
8. **Confidentiality.** Each Party acknowledges that, during the Term of this Agreement, it may be required from time to time to disclose to the other Party certain confidential and proprietary materials, information and data relating to that Party’s activities (all of which is referred to as “**Confidential Information**”). Each Party acknowledges that the other’s Confidential Information, other than that which is publicly known, is confidential and proprietary information. The Parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge, or make available each other’s Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other Party. Notwithstanding anything to the foregoing, EDC may share Confidential Information with its advisors and Aviva Canada as required.
9. **Termination.** In the event of improper use of the funds by the Grantee under, or a material breach by the Grantee of, any term of this Agreement, as determined by EDC, EDC may terminate this Agreement effective immediately upon delivery of written notice of termination to the Grantee. In the event of termination, the Grantee will forthwith refund to EDC any monies advanced by EDC and not expended in accordance with the terms of this Agreement and EDC will have no further obligations under the Agreement, except that of providing the funding due for any activity provided for in the Project and carried out in good faith by the Grantee, when applicable.
10. **Books and Records and Reporting.** Each party shall maintain full and complete books and records of the Project. EDC and Aviva Canada reserve the right to audit the Grantee and the Grantee shall provide reasonable access to its books and records for this purpose for a period of seven years following completion of the Project. The Grantee shall provide full



and complete reports, including invoices, receipts, vouchers, payment records, results achieved or any discrepancies thereof, on the Project to EDC and Aviva Canada, in the form required by EDC and Aviva Canada. In addition to the foregoing, the Grantee will cooperate with any inquiry into the use of the funds by EDC, Aviva Canada and their agents or representatives and grant access to its documents, records, and premises as required for such inquiry. The Grantee understands that any concerns may be discussed by Aviva Canada with EDC and/or the Grantee.

11. **Segregation of Funds.** The Grantee shall keep all funds received from EDC segregated and apart from other funds of the Grantee, either in its accounting system or in a separate bank account, so that the funds of EDC are separately identifiable.
12. **Monitoring and Evaluation.** The Grantee will be responsible for the routine management and monitoring of the Project. The Grantee shall permit EDC to inspect all records that are related to the Project, and if the Grantee deems it useful, can allow EDC to enter any premises used by the Grantee in connection with the Project, in order to inspect Project-related records. The Grantee consents to the provision of contact information of senior management of the institution so that they can participate in a survey, interview, case study or other data collection exercise initiated by Aviva Canada.
13. **Amendment.** This Agreement may be amended upon mutual written agreement of the Parties.
14. **Assignment or Subcontracting.** Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior consent of the other.
15. **Contractual Commitments with Third Parties.** EDC shall not be held liable for any contractual commitments entered into by the Grantee with any third party for the performance of the Project.
16. **Compliance with Laws and Governing Laws.** Each of the Parties agree to comply with all laws, ordinances, rules, and regulations of any government, any federal, provincial or territorial government body or local agency that affect the Project. The Grantee shall obtain, prior to the commencement of the Project, all permits, licences, consents, and other authorizations that are necessary for carrying out the Project. The Grantee shall ensure that professionals delivering specialized services as part of or related to the Project have the relevant certifications or checks. This Agreement and the rights and obligations and relations of the Parties shall be governed by and construed in accordance with the laws applicable in Ontario.
17. **Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the dispute shall be settled by mediation or as otherwise agreed upon by the



Parties to the dispute. All proceedings relating to mediation shall be kept confidential, and there shall be no disclosure of any kind.

18. **Indemnity.** The Grantee agrees, both during and following the Term, to defend, indemnify, and hold Aviva Canada and EDC, its directors, officers, members, employees, volunteers, agents and affiliates, and their respective directors, officers, members, employees, volunteers, agents harmless from and against any direct loss, claim, cause of action, suit, injury, expense, damage or liability, including reasonable legal costs, relating to or as a result of: (a) this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder; (b) the negligence or wilful misconduct of the Grantee in connection with or related to the performance of its obligations pursuant to this Agreement; (c) any misrepresentation made by the Grantee in any application to or communication with EDC or made by the Grantee in furtherance of its performance pursuant to this Agreement; or (d) any breach or default by the Grantee of any of its obligations pursuant to this Agreement.
19. **No Responsibility (Aviva Canada).** The Grantee agrees nothing in this Agreement shall have the effect of, or be interpreted as creating any responsibility, commitment, obligation, or liability for Aviva Canada.
20. **Limitations of Liability.** EDC will not be liable to the Grantee for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), even if a Party has been advised of the possibility of such damages. Further, EDC will not be responsible for any compensation, reimbursement, or damages arising in connection with terms of this agreement, including (A) the termination or suspension thereof; (B) the discontinuance of the Charged for Change program; (C) the cost of procurement of substitute funding; (D) any investment, expenditures, or commitments by the Grantee in connection with this agreement. In any case, EDC's aggregate liability, if any, under this agreement will not exceed the amount of funding the Grantee actually receives under this agreement and that may have given rise to the claim during the 12 months before the liability arose.
21. **Professional Certifications for Grantee and all Subcontractors.** The Grantee shall ensure all personnel undertaking the Project, including, but not limited to, its own personnel and those of subcontractors and third parties have the proper registration with the appropriate professional governing body/accreditation for personnel.
22. **Intellectual Property.** Any work, including, without limitation, deliverables, reports, data collected and processed, creative assets, course materials, drafts, apps, software tools or edits to EDC programs, created by or during the activities using funds contributed by Aviva Canada and provided by EDC shall be the sole property of EDC. The Grantee shall, execute all documents, do all other acts necessary and generally assist EDC to secure and protect



its ownership on, and intellectual property rights in and to such work. Additionally, the Grantee: (i) warrants that the works shall not infringe on the copyrights of others; and (ii) shall include an acknowledgement, in a manner satisfactory to Aviva Canada and EDC, on any work which is produced by it with funds contributed by Aviva Canada and provided by EDC under this Agreement, acknowledging that the works were produced with funds contributed by Aviva Canada, and identifying the Grantee as being solely responsible for the content of such work. All materials supplied by EDC and/or Aviva Canada to Grantee in connection with this Agreement, including, without limitation, and as may be applicable, all manuals, reports, data, artwork, graphics, logos, video and other products and documents, are and shall remain the sole property of EDC ("**EDC Materials**") and/or Aviva Canada ("**Aviva Canada Materials**"), respectively. No rights are transferred to Grantee with respect to EDC Materials and/or Aviva Canada Materials, except to the extent necessary to perform the Project. All materials of Grantee, which may include, without limitation, pre-existing materials, templates, forms, know-how, processes, precedents, software and technologies, created, developed and/or produced outside of the activities and without using the funds contributed by Aviva Canada and provided by EDC, are and shall remain the sole property of Grantee ("**Grantee Materials**"). No rights are transferred to EDC and/or Aviva Canada with respect to the Grantee Materials, except to the extent necessary for the performance of this Agreement.

23. **Public Recognition and Media Communication.** The Grantee agrees to abide at all times, by EDC's and Aviva Canada rules for promotion and advertisement of the *Charged for Change Program* and public recognition of Aviva Canada's financial support, as further set out in Schedule "C", which shall survive the termination of this Agreement.



SCHEDULE "C" – PROMOTION AND ADVERTISEMENT OF THE CHARGED FOR CHANGE PROGRAM AND PUBLIC RECOGNITION OF AVIVA CANADA'S FINANCIAL SUPPORT

1. Recognition Statement

- 1.1. To recognize Aviva Canada's and EDC's contribution to the Project, the Grantee must ensure that the following statements are used in any work deliverables produced for or in relation to or as a result of the Project by anyone including the Grantee:
- a. "The *Charged for Change EV Infrastructure Project* is funded by Aviva Canada via Earth Day Canada under the Charged for Change Program", (the "Text"); and,
 - b. The wordmark and/or logo provided by Aviva Canada and EDC; and,
 - c. Any other statement provided by Aviva Canada and/or EDC.

2. Branding Tools

- 2.1. "Branding Tool(s)" includes all official marks, design marks, word marks, composite marks, symbols and logos of the Project, used by Aviva Canada and EDC for the purposes of making the Project publicly recognizable, identifiable with the Project's various activities, programs and services and funding by Aviva Canada.
- 2.2. With respect to Branding Tool(s):
- a. Aviva Canada may at any time notify EDC of an additional Branding Tool or Tools that it requires EDC and the Grantee to use. EDC will notify the Grantee of any such additional requirements. The Branding Tool or Tools must be used in the same way as set out in this Schedule "C" for the use of the Text.
 - b. The Branding Tool or Tools must not be used instead of the Text.
 - c. The Branding Tool or Tools must be used in addition to the Text.
 - d. The Grantee must start using the Branding Tools as of the date specified in Aviva Canada's notice.
 - e. The Branding Tool or Tools must not be modified from its original form except in sizing.
- 2.3. For all work deliverables made available via the Internet where the Text is used, the Text must link to the website or websites that EDC identifies to the Grantee.
- 2.4. For all documents, the Text must be prominently displayed in the masthead or on an acknowledgement page at the front of the document regardless of where other sponsors, supporters or funding parties are acknowledged or recognized. The Text



must be at least of equal size, prominence and duration as that accorded to the other sponsor(s), supporter(s) or funding party(ies).

3. Social Media and Materials Made Otherwise Available On the Internet

3.1. With respect to public materials:

- a. The Grantee agrees that Aviva Canada and EDC may, for the purposes of advertising and promoting the Project, reproduce, redistribute and otherwise make available to the public or any part of the public work deliverables, that the Grantee may make available via social media or otherwise on the Internet.
- b. The Grantee hereby grants to Aviva Canada and EDC the rights, permissions, consents and releases necessary to permit Aviva Canada to do as set out in subsection a.
- c. The Grantee hereby certifies and warrants to Aviva Canada and EDC that the Grantee has, or will have at the time the Grantee makes the work deliverables publicly available, all the rights, consents, releases and permissions, necessary to:
 - i. make the work deliverables publicly available; and
 - ii. grant Aviva Canada and EDC the permissions, rights, consents and releases to do as set out in subsection a.

4. Media Releases

- 4.1. A pre-approved quote from Aviva Canada and EDC must be included in all releases that refer to funding sources of the Project. The Grantee must contact EDC for the quote at least twenty (20) business days in advance of issuing the release.

5. Websites and Mobile Applications

- 5.1. The Text must be displayed on the landing page or home page or, if both exist, on both of any Grantee controlled Website and on any other page or section where other sponsors, supporters or funding parties are identified. The Text must link to Aviva Canada and EDC's websites.

6. Photographs, Videos, Audio Recordings and Written Accounts

- 6.1. If the Grantee documents the Project or any activity funded under the Project using photographs, video(s), audio recording(s) or written account(s), Aviva Canada and EDC may request to reproduce, distribute and further use any photograph, video, audio recording or written account or part thereof to promote and advertise the Project. If



the Grantee agrees to provide to Aviva Canada and EDC all permissions, consents, releases and rights considered necessary by Aviva Canada and EDC for Aviva Canada and EDC to use the photograph, video, audio recording or written account or part thereof for the purposes set out in this section by signing the document provided by Aviva Canada for this purpose.

- 6.2. Aviva Canada may, with the agreement of the Grantee, send a photographer, a videographer, or both and any required support staff to document the Project or parts of the Project. In this case, the Grantee must:
 - a. provide access as reasonably required to the Project event or activity sites; and
 - b. facilitate interviews with Grantee staff present at the Project event or activity.

7. Media Events and Spoken Recognition

- 7.1. The Grantee shall organise a celebratory event with the community under the format that the Grantee sees fit to mark the Project completion and the beginning of availability to the public, with some local media coverage. Aviva Canada and EDC will be involved and provide support to the Grantee to a certain extent. Some record of the event must be kept (photos and/or videos).
- 7.2. The Grantee must speak the Text during any speaking opportunities at media events or other promotional or advertising activities related to the Project.
- 7.3. The Text must be spoken by either the Grantee or appropriate representative from the organization in attendance at the activity.

8. Compliance to Branding Guides

- 8.1. The Grantee must have the Aviva Canada and EDC branding on all Project sites, in particular the electric vehicle charging stations. For purposes of clarity, an Aviva Canada and EDC logo lock-up will be provided that must be predominantly visible on the electric vehicle charging station, preferably in front or, alternately, on the sides of the charging station, and in a manner compliant with Aviva and EDC branding guidelines, as appended in Schedule "E" - "Logo usage guidelines EDC" and Schedule "F" - "Logo usage guidelines Aviva Canada".
- 8.2. For purposes of clarity, "predominantly visible" means that the recommended size for the Aviva Canada and EDC lock-up must be 6.7 in x 4.3 in (17cm x 11 cm) for the landscape version and 3.5 in x 7.5 in (9cm x 19cm) for the portrait version. The lock-up **cannot be smaller** than 5.1 in x 3.5 in (13cm x 9cm) for the landscape version and 2.6 in x 6 in (7cm x 15cm) for the portrait version. If for some reason, the minimum size



- requirement is not compatible with the EV charger, please contact Emilie Fargeout at efargeout@earthday.ca to find an alternative solution.
- 8.3. Four (4) lock-ups of the Aviva Canada and EDC logos will be provided, as follows, as well as two (2) Aviva Canada logos and two (2) EDC logos:
- 1 portrait lock-up in the recommended size of 3.5 in x 7.5 in (9cm x 19cm)
 - 1 landscape lock-up in the recommended size of 6.7 in x 4.3 in (17cm x 11 cm)
 - 1 portrait lock-up in the minimum size required of 2.6 in x 6 in (7cm x 15cm)
 - 1 landscape lock-up in the minimum size required of 5.1 in x 3.5 in (13cm x 9cm)
 - 1 Aviva Canada logo in the recommended size of 2.75 in x 2.75 in (7cm x 7cm)
 - 1 Aviva Canada logo in the minimum size required of 2 in x 2 in (5cm x 5cm)
 - 1 EDC logo in the recommended size of 2.75 in x 2.75 in (7cm x 7cm)
 - 1 EDC logo in the minimum size required of 2 in x 2 in (5cm x 5cm)
- 8.4. The Grantee's logo can be added on the EV charger and should be the same size as the Aviva Canada and EDC logo, regardless of the size that is chosen.
- 8.5. The Aviva Canada and EDC branding must remain on the EV chargers for a duration of a minimum of 10 years.
- 8.6. **All the branding needs to be reviewed by Aviva Canada and EDC before going to production to be placed on the EV chargers.**

For any questions about branding guidelines, please contact Emilie Fargeout at: efargeout@earthday.ca.



SCHEDULE "D" – ELIGIBLE EXPENDITURES GUIDELINES

Understanding 'eligible expenditures'

Important: EDC can only approve expenditures that are demonstrated as 'eligible expenditures' in accordance with these Eligible Expenditures Guidelines. In addition to reviewing the proposed project budget as part of the application process, EDC will review the financial reports and supporting documentation of funded projects to ensure eligibility of costs and expenditures.

In order to be considered 'eligible expenditures' for projects funded by EDC, expenses must be:

- Directly attributable to the project
- In furtherance of project activities and outcomes
- Reasonable
- Actually and properly incurred
- In line with these Eligible Expenditures Guidelines and the terms of the Agreement,

and the following documents must be provided:

- Evidence that each charging station is continually operational, which can include real-time data from chargers, servers, or the cloud, and photographs of active users at the charging stations;
- Photographs of Project site(s) with Aviva Canada and Earth Day Canada branded and installed electric vehicle charger(s), including the address and the date the photograph was taken;
- All documents supporting the Applicant's request for reimbursement, including proof of payment, receipts, timesheets for any salary costs, and invoices with a list of all eligible expenditures related to the purchase and installation of the charging station(s), etc.; and
- Any other documentation that Earth Day Canada and/or Aviva Canada may require to support the reimbursement claim.

All eligible expenses need to be verifiable, detailed, and supported by proper documentation. Reimbursement by EDC will be based on actual expenditures incurred, as supported by the relevant source documents (for example, receipts).

Ineligible costs across categories

As an environmental non-for-profit organization and registered charity, there are some costs that EDC is unable to fund.



In addition to the list below, consult the common ineligible costs listed under each budget category in the following sections.

The following costs are considered ineligible costs, and therefore not eligible for reimbursement by EDC:

- Expenses covered by another funding source
- Gift cards, gifts, prizes, and/or incentives for participation
- Costs or expenses for entertainment
- Purchasing land and/or buildings, real estate fees and related costs
- General professional memberships and professional development fees
- Training for personnel not dedicated to the project
- Provision for losses or potential future liabilities
- Contingencies
- Exchange losses
- Interest expenses
- Fines, penalties, and/or administrative orders
- Taxes for which an organization is eligible for a tax rebate
- Alcohol or cannabis
- Individual membership fees for private clubs (e.g., golf clubs, gyms)
- In-kind costs;
- Legal costs;
- Ongoing operating costs (e.g., electricity consumption, operation, maintenance, networking fees, subscription fees, etc.); and
- Costs incurred outside the eligible expenditure period which runs from April 22nd to March 31st of the calendar year following the year in which funding may be provided, including those for preparing the application

*Please note that the above list is non-exhaustive and can be amended from time to time. EDC will review budgets and financial documentation of funded projects to ensure alignment with the principles of these Eligible Expenditures Guidelines.

Ineligible activities

Ineligible activities include but are not limited to:

- Direct service delivery
- Major capital projects
- Purchase of land and buildings
- Partisan, political or election-related activities
- Publication of books or research



- Direct fundraising activities or events
- Projects that benefit only private interests
- Activities that undermine, restrict or infringe on human rights legally protected in Canada
- Sub-granting projects/activities
- Sponsorship, endowment funds, and donations

Eligible Expenditures & Budget Categories

How to use this section

This section sets the rules and parameters for eligible expenditures in each of the six budget categories below:

1. Salaries and benefits;
2. Professional services (e.g. scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, and distribution);
3. Capital expenses, including informatics and other equipment or infrastructure;
4. License fees and permits;
5. Costs associated with environmental assessments;
6. GST, PST and HST net of any tax rebate(s) to which the applicant may be entitled.

To be considered 'eligible expenditures', costs and expenditure must comply with the parameters set out herein for each budget category, as well as the characteristics of eligible expenditures listed earlier. Each Budget Category section below includes:

- An explanation of the purpose of the category
- The Eligible Costing Rate for costs in that category
- Common eligible costs in the category
- Common ineligible costs in the category
- Supporting documentation that must be retained over the course of the project. Documentation may be requested by EDC at any time to substantiate eligibility of costs. Further, all original source documentation for the project must be held on file for a period of 7 years in case of audit.

1. Salaries and benefits

This budget category represents the cost of personnel, payroll and other compensation for employees working on activities to achieve the project's outcomes. Salary costs and benefits, or



hourly wages for individuals employed to work on activities directly related to the project objectives are eligible expenditures.

Any person working on the project who is covered by the organization's employee policies should be reflected in this cost category.

Eligible Costing Rate: Actual sums paid to employees (including permanent, temporary or short-term employees) in accordance with the organization's usual pay scales and practices for personnel required by the organization to carry out the activities of the project. This should reflect the total cost of an employee including vacation pay and benefits, as well as the organization's standard contributions for benefits as required by virtue of a company policy or collective agreement.

Common eligible expenditures

Salaries: Salaries include wages for all personnel with direct involvement in the Project, such as engineers, construction staff, and technical advisers. All eligible personnel must be employees on the Grantee's payroll. The amount invoiced shall be actual gross pay for the work performed and shall include no markup for profit, selling, administration, or financing. The eligible payroll cost is the employee's normal gross pay before deductions. Normal gross pay is calculated based on regular pay for the applicable period excluding premiums paid for overtime or shift work. The payroll amount should not include any reimbursement or benefit granted in lieu of salaries or wages. When hourly rates are being charged for salaried personnel, the hourly rates shall be calculated based on the remuneration for the period (annual, monthly, weekly, etc.) divided by the total paid hours in the period, including holidays, vacation, and paid sick days. Labour claims must be supported by suitable documentation, such as time sheets and records, and be held for verification at time of audits. Management personnel are required to maintain appropriate records of the time devoted to the Project.

Honoraria. Where it is considered a cultural norm, for example for Indigenous Elders, honoraria should be included in this category. The principle of reasonableness applies, and documentation should be kept.

Benefits: Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, such as the employer's portion of the Canada Pension Plan; Quebec Pension Plan and employment insurance; employee benefits, such as health plan and insurance; workers' compensation; sick leave and vacation; plus any other employer paid payroll-related expenses. Items with no relationship to the Project or that have been charged on an indirect basis are non-eligible. Where applicable, benefit expenses will be agreed on prior to the signing of the agreement. If retroactive adjustments are made, EDC must be notified prior to the reimbursement claims being submitted.



Common ineligible costs - Note: this list is non-exhaustive

- Bonuses or additional remuneration
- Redundancy costs
- Severance costs
- Payments such as shares, stock, stock options, etc.

Supporting documentation that must be retained:

- Time management/tracking records such as timesheets
- Payroll documentation and/or general ledger showing personnel expenses
- Documentation of honoraria paid
- Other similar documents

2. Professional services

This budget category represents the cost of consultants, advisors, and specialized professional service providers who are not personnel of the organization but are required to achieve the project purpose and activities. A professional service provider is an individual with significant training, qualifications, and expertise in a professional, scientific, technical, or managerial field who provides a service to the organization for the project.

Note that contractors are self-employed, and as such do not receive benefits from the organization and are responsible for their own taxes and invoicing against the contract. Further, contractors are expected to have their own equipment, technology, or other materials required for the work.

Eligible Costing Rate. Professional services are defined as costs for the purchase of additional support required for the completion of the Project. Those costs can cover the following types of services: scientific, technical, management, contracting, engineering, construction, installation, testing and commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, and distribution. The amount eligible from a subcontractor, a consultant, or service provider shall be the actual contract amount and a copy of the contract must be kept on file.

Common ineligible costs - Note: this list is non-exhaustive

- Tender costs to secure services
- Statutory and employee benefits (as professional service providers are contracted, and not employees of the organization)
- Fees that exceed fair market value



- Increased fees for overtime not covered by the contract with the professional

Supporting documentation that must be retained:

- Procurement records for tender/RFP/RFQ, due diligence on costing (including justification of fair market value rate), sole sourcing forms if applicable
- Contract with contractors, purchase orders (PO), invoices, and receipts for payment
- Other similar documents

3. Capital Expenses

This budget category represents expenditures that result in an enduring benefit, as required by the Project.

Eligible Costing Rate: capital expenses can include, but are not limited to, the purchase of charging equipment and costs associated with site preparation and networking equipment; however, land is not considered an eligible expenditure under this program.

Common ineligible costs - Note: this list is non-exhaustive

- Land purchases
- Retrofitting/Upgrading existing capital assets

Supporting documentation that must be retained:

- Receipts for purchases
- Procurement records for tender/RFP/RFQ for larger purchases or supplier contracts, and sole sourcing forms if applicable
- Due diligence on fair market value costs (including justification that the supplier chosen offers fair market value compared to other quotes)
- Contract with contractor, purchase orders (PO), invoices, receipts
- Other similar documents

4. Licences and Permit Fees

This budget category is used for any licence or permit required to carry the Project out.

Eligible Costing Rate. Licence and permit fees typically include any municipal, provincial, or federal licences or permits for setting up the charging infrastructure. This can include safety permits, business permits, environmental permits, etc.

4a



Common ineligible costs - Note: this list is non-exhaustive

- Any licence or permit not directly related to the Project

Supporting documentation that must be retained:

- Copy of the licences and permits
- Other similar documents

5. Costs Associated with Environmental Assessments

Should an environmental assessment on this Project be required, any costs related to that process would be included here. This could include costs for public consultation or preparing the environmental impact statement.

Common ineligible costs - Note: this list is non-exhaustive

Any environmental assessment not directly related to the Project

Supporting documentation that must be retained:

- Records that the environmental assessment was completed
- Other similar documents

6. GST, PST and HST

Any taxes claimed must always be net of any tax rebate to which the Grantee is entitled.

Supporting documentation that must be retained:

- Receipt for purchases or services
- Other similar documents.



SCHEDULE "E" – LOGO USAGE GUIDELINE EDC

The logos of Earth Day Canada and Earth Day France are registered trademarks. The use of any of these trademarks for promotional or commercial communication purposes is strictly prohibited without the written permission of Earth Day Canada | Jour de la Terre Canada.

MESSAGE FROM THE PRESIDENT

The Earth Day Canada logo is the symbol of our organization. It reflects our strength, vision, and values.

The purpose of this guide is to help you correctly use the Earth Day Canada logo for both print and web formats.

Proper use of the Earth Day Canada logo depends on everyone's commitment to use it according to some simple principles — and with pride. By following the rules in this guide, you will help to present a clear and consistent image of Earth Day Canada and to connect our logo with our environmental actions.

These guidelines provide you with the basic components of Earth Day Canada's visual identity. Please respect them carefully in order to maintain the integrity of our identity.

A handwritten signature in black ink, appearing to read "P. Lussier".

Pierre Lussier
President

VISUAL IDENTITY

The Earth Day Canada logo represents our visual identity. There are four versions of the Earth Day Canada logo. The "Earth Day.ca" version is for English usage in Canada. The "Jour de la Terre .ca" version is for use in francophone Canada (especially Quebec), the "Jour de la Terre .fr" version is for use in France, and the "Jour de la Terre .org" version for the francophonie. These elements are fixed. Proper use of the Earth Day Canada logo relies on the correct handling of these components to ensure that our logo is a strong and consistent representation of our visual identity.



VISUAL IDENTITY AND COLOURS

Below you will find the requirements for the minimum logo size and the minimum free space required around the logo for both print and web use. Please strictly comply with these specifications. For special requests, please contact Earth Day Canada at the following email address: communication@jourdelaterre.org. Colours play an important role in communicating our brand. The Earth Day Canada logo must never appear with colours other than those defined below.

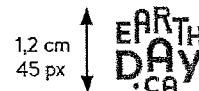
MINIMUM FREE SPACE REQUIRED FOR PRINT AND WEB FORMATS

Do not overload the Earth Day Canada logo. The illustration on the right shows the empty space that should always surround the Earth Day Canada logo. Any other elements such as fonts, images, or the corner of the page must always be outside of this free space. The free space around the logo must be proportional to the size of the C.



MINIMUM SIZE FOR PRINT AND WEB FORMATS

To ensure that the logo is clearly legible when printed, do not use the logo with a size less than 1.2 cm in height, or 45 pixels on the screen.





Anyone using the Earth Day Canada logo must do so properly. To ensure the consistency of the visual identity, the logo must always be reproduced from the original electronic file. It must never be modified, redrawn, or rearranged in any way. The following are examples of incorrect usage of the logo.

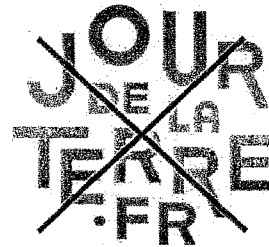
Never stretch or change the proportions of the logo.



Never crop the logo.



Always use the correct colours.



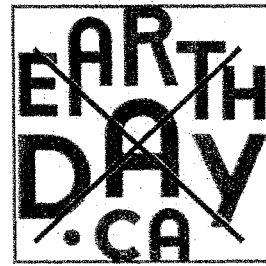
Never use the logo vertically.



Never use drop-shadows.



Never frame the logo.



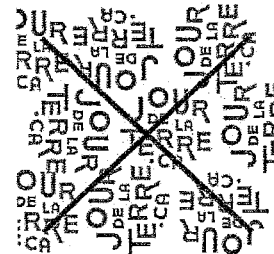
Never invert the colors in the logo.



Never change the font.



Never use the logo as a design pattern.



DIFFERENT VERSIONS OF THE LOGO

Each logo is available in three versions (colour, black, white) and in two formats (as an image .PNG and as a vector file .EPS). It is important to use the correct version of the Earth Day Canada

4a



logo when working with graphic designers or printers in order to produce communication materials such as pamphlets, invitations, newsletters, advertisements, or multimedia.

CONTACT

If you have any questions about using the Earth Day Canada logo, or if you would like to have a document reviewed before printing, please contact Emilie Fargeout at efargeout@earthday.ca

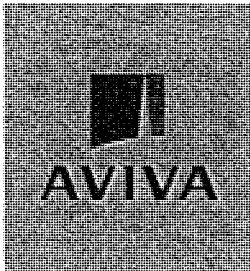
4a



SCHEDULE "F" – LOGO USAGE GUIDELINE AVIVA CANADA

You must adhere to the Aviva Branding Guide (in PDF format) attached hereto.

Aviva Marks:





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD013-23

DATE: May 17th, 2023

TO: Committee of the Whole

FROM: Samuel Haniff
Manager of Planning

SUBJECT: Short-Term Accommodations in the Township of Essa

RECOMMENDATION

Staff Report PD013-23 be received; and

That Council direct Staff to update the Township of Essa Zoning By-law 2003-50 to accommodate Short-Term Accommodations based on specific criteria including:

- a. Updating the definition of Bed and Breakfast to include a requirement that the proprietor must reside in the subject property;
- b. Adding a definition for Short-Term Accommodation that relates directly to the Bed and Breakfast definition;
- c. Including provisions in the 'Short-Term Accommodation' definition limiting rentals to principal residences and maximum consecutive rental days.

BACKGROUND

With a growing need for more housing options, access to additional income by homeowners, and the increasing threat of unsafe living spaces related to unregulated units, Short-Term Accommodations have become an increasingly important topic for municipalities. Additionally, a number of associated concerns, such as cost of regulation and staff hours related to intake, review, licensing and enforcement are a growing concern.

In 2018 the Ministry of Finance released a "Home-Sharing Guide for Ontario Municipalities" (Attachment A). Commonly referred to as "Short-Term Accommodations" (STA) or "Short-Term Rentals" (STR) by municipalities, the Guide offers approaches to regulating home-sharing.

In an effort to better regulate short-term accommodations in the Township of Essa, Planning Staff has reviewed the Home-Sharing Guide and prepared a breakdown of

various STA-related by-laws within Simcoe County and neighbouring municipalities. Each example presented offers unique features that Staff can use in drafting a direction for STA policy within the Township.

COMMENTS AND CONSIDERATIONS

Town of Collingwood

The Town of Collingwood Zoning By-law (ZBL) (2010-40) currently defines "Short-Term Accommodation" as *"the use of a dwelling unit, or any part thereof, that is operating or offering a place of temporary residence, lodging or occupancy by way of concession, permit, lease, license, rental agreement or similar commercial arrangement for any period of 30 consecutive calendar days or less, throughout all or any part of a calendar year."*

The Town's ZBL also defines a "Bed and Breakfast" as *"a type of home occupation engaged in providing short-term accommodation."* The ZBL further states that *"Except for a bed and breakfast, no dwelling unit shall be used as a short-term accommodation"*.

Section 4.25 of the Town's ZBL further elaborates on the specific details of a Bed and Breakfast. Section 4.25.5 states that *"the proprietor of the bed and breakfast shall reside in the single-detached dwelling."*

Attachment B presents highlights of the Town of Collingwood's Short-Term Accommodation policies.

Town of Penetanguishene

The Town of Penetanguishene regulates Short-Term Rental Accommodations (STRs) through their STR Licensing By-law (2022-58). This By-law addresses maximum occupancy, maximum number of bedrooms, parking and fines, among other things.

The Town's Zoning By-law (2022-17) provides a definition for an STR as *"...a dwelling or dwelling unit, that in whole or in part, is rented or available for rent with the intention of financial compensation for an occupancy period of not more than 28 consecutive days but shall not include a bed and breakfast establishment, hotel, motel or any other use otherwise defined by the Town's Zoning By-law."*

As per the Town's ZBL, new STRs are permitted in four specific zones: Shoreline Area One (SA1), Shoreline Area Two (SA2), Rural (RU), and the Downtown and Waterfront (DW) zones. Existing STRs are also permitted to operate as legal non-conforming uses, if they are not within the specified zones.

Attachment C presents the Town of Penetanguishene's "Short-term Rental Licensing By-law" (2022-58).

Town of Innisfil

In April 2022, The Town of Innisfil Council heard recommendations from Staff related to a proposed Short-Term Accommodation (STA) Licensing By-Law and consequential By-law Amendments. Staff recommended the adoption of the STA Licensing by-law which would add enforcement tools through demerit points, resulting in the revocation or suspension of a License, where applicable. The recommended Zoning By-law (ZBL) and Our Shore Community Planning Permit System (CPPS) Amendments reinforced that "short term rental accommodations" would be captured by "Bed and Breakfast" by including a definition of STAs.

On June 22, 2022, the Town of Innisfil Council decided not to pass the STA Licensing By-law and, instead, opted to re-affirm that the operator of a Bed and Breakfast or Short-Term Rental needs to live at the property (Option D: Other Options/Alternatives).

Attachment D presents the Town of Innisfil Staff Report "Short Term Accommodations – Licensing By-law and Amendments to Zoning By-law and Our Shore Community Planning Permit System.

Town of Georgina

In October 2019 the Town of Georgina enacted a Short-Term Rental Accommodation Licensing By-law (2019-0061) to address issues related to disruptive renters and negligent hosts.

Included in the STR Licensing By-law is a definition of "Short-term Rental Accommodation" as "...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..."

Section 2 (3) of the STR Licensing By-law states that a "Short-term Rental Accommodation shall only be permitted where a Host inhabits a dwelling unit, or any part thereof, on the same Premises as the Short-term Rental Accommodation; except by variance approved by the Short-term Rental Accommodation Committee..."

Additionally, the STR Licensing By-law establishes a "Short-term Rental Accommodation Committee" (GSRAC) as a "committee of the Town of Georgina Council, consisting of a minimum of three members of Council, which has the responsibility of hearing variances and appeals under this by-law". The GSRAC conducts appeal hearings in relation to a decision of the Licensing Coordinator to:

- Refuse to issue or renew a license;

- Revoke a Short-Term Rental Accommodation License; and
- Hear Short-Term Rental Accommodation License variance requests.

Attachment E presents the Town of Georgina's Short-Term Rental Accommodation Licensing By-law (2019-0061).

Town of Blue Mountains

As per By-law 2021-59, the Town of Blue Mountains amended its Comprehensive Zoning By-law (2018-65) to update the "Short Term Accommodation Uses", add "Resort Residential (RR)" to Commercial Zones, and replace the "Bed and Breakfast Establishments" under General Provisions (Section 4), among other things.

Under By-law 2021-59, Short-Term Accommodation Uses and Bed and Breakfast Establishments are not permitted within any Residential Zone and cannot be closer than 120 metres of another Short-Term Accommodation Use or Bed and Breakfast Establishment.

Additionally, under its By-law to Regulate and License Businesses (2021-70), the Town licenses Short-Term Rental Properties as follows:

- Type A – Short Term Rental Property License within the Exception Area...
- Type B – Short Term Rental Property License...
- Type C – Legal Non-Conforming Short Term Rental Property License...
- Type D – Bed & Breakfast License...

By-law 2021-70 also established a Demerit Point System (Section 11.0) and a Licensing Appeal Committee (Section 9.0) to "...hear and render decisions regarding the refusal, revocation or suspension of a License, and the imposing of terms and conditions of a License.

Attachment F presents the Town of Blue Mountains By-law to Regulate and License Businesses in the Town of Blue Mountains (2021-70)

Township of Essa

The Township of Essa Zoning By-law (ZBL) 2003-50 defines "Boarding or Rooming House" or "Bed and Breakfast" as "...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." Notably, this definition does not include a statement that the proprietor of the Bed and Breakfast needs to reside in the subject property.

Additionally, the Township's ZBL does not include a definition for "Short-Term Accommodation".

Currently, public requests related to short-term accommodation are redirected to the "Bed and Breakfast" provision of the ZBL. As a specific "Short-Term Accommodation" is not included in the Township ZBL, inquirers are informed that short-term accommodations are not permitted, but that traditional Bed and Breakfasts (where the proprietor resides in the subject property) are permitted.

FINANCIAL IMPACT

Regulating Short-term Accommodations will have undefined associated costs related to regulation, intake, review, licensing and enforcement.



Manager of Finance Approval

SUMMARY/OPTIONS

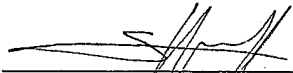
Council may:

1. Take no further action, which would continue to allow traditional Bed and Breakfasts and not permit STA uses under the existing, vague ZBL provisions.
2. Direct Staff to update the Township of Essa Zoning By-law 2003-50 to accommodate Short-Term Accommodations based on specific criteria including:
 - a. Updating the definition of Bed and Breakfast to include a requirement that the proprietor must reside in the subject property;
 - b. Adding a definition for Short-Term Accommodation that relates directly to the Bed and Breakfast definition;
 - c. Including provisions in the 'Short-Term Accommodation' definition limiting rentals to principal residences and maximum consecutive rental days.
3. Direct Staff in another manner Council deems appropriate.

CONCLUSION

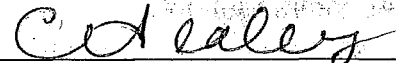
Option #2 is recommended as the Township is in need of Short-Term Accommodation policies due to the current ZBL Bed and Breakfast provisions being vague and leaving room for interpretation by both Staff and applicants.

Prepared and Submitted by:



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

Reviewed by:



Colleen Healey-Dowdall, RPP
Chief Administrative Officer

Attachment A – Home-Sharing Guide for Ontario Municipalities

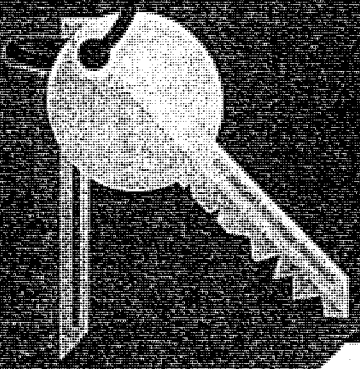
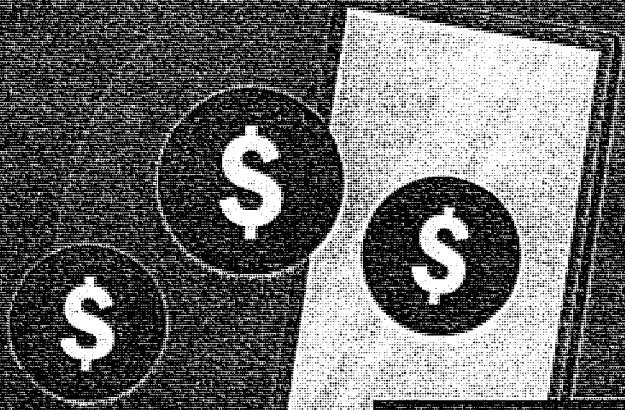
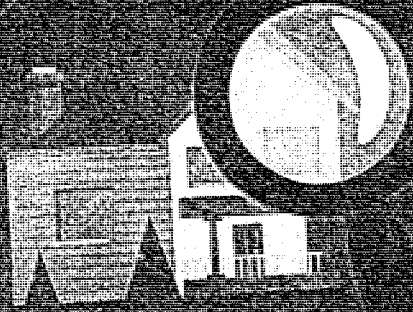
Attachment B – Highlights of the Town of Collingwood's Short-Term Accommodation Policies

Attachment C – Town of Penetanguishene's Short-Term Rental Licensing By-law

Attachment D – Town of Innisfil Staff Report "Short Term Accommodations – Licensing By-law and Amendments to Zoning By-law and Our Shore Community Planning Permit System"

Attachment E – Town of Georgina's Short-Term Rental Accommodation Licensing By-law

Attachment F – ~~Town of~~ Blue Mountains Bylaw to Regulate and License Businesses



**THE HOME-SHARING
GUIDE FOR ONTARIO
MUNICIPALITIES**

CONTENTS

INTRODUCTION 1

IN THIS GUIDE..... 2

POLICY CONSIDERATIONS 4

TABLE 1 – POLICY CONSIDERATIONS 5

REGULATORY LEVERS 8

SELF-REGULATION..... 10

TAXATION 11

TABLE 2 – REGULATORY LEVERS..... 12

STAKEHOLDER CONSULTATIONS..... 16

TABLE 3 – POTENTIAL STAKEHOLDERS 17

PROVINCIAL LEGISLATION 21

TABLE 4 – PROVINCIAL LEGISLATION 23

JURISDICTIONAL SCAN 30

TABLE 5 – JURISDICTIONAL SCAN 32

TABLE 6 – JURISDICTIONAL SCAN NARRATIVE 33

OTHER RESOURCES 40

INTRODUCTION

In Ontario, home-sharing is one of the fastest growing sectors in the sharing economy. The growth of home-sharing in Ontario and around the world has been driven by consumers looking for greater choices, flexibility and lower costs, and the opportunity to earn extra income for hosts.

There is no consensus definition of home-sharing, but it is generally understood to refer to individuals renting out their residence, or part of their residence, for short periods of time through internet-based platforms such as Airbnb, HomeAway and VRBO.

Through consultations in 2016 and 2017, the Government of Ontario heard that home-sharing is a priority sector in the sharing economy for municipalities. The province also heard that local flexibility is key to address home-sharing in ways that allow municipalities to achieve local objectives (e.g., protecting long-term housing stock, attracting tourism, etc.).

Reflecting this feedback, the province has developed these home-sharing guidance materials as an informative resource that municipalities may wish to consult if they are considering regulating home-sharing locally.

The province also recommends that municipalities consult the sharing economy guide developed by the City of Guelph and the Guelph Lab for the Large Urban Mayors' Caucus of Ontario (LUMCO), entitled Navigating the sharing economy: A 6-decision guide for municipalities. The province provided

funding for this handbook to help municipalities respond to the sharing economy in a way that is thoughtful, adaptable and innovative. The LUMCO guide identifies six decision points for municipalities to consider when addressing a sector of the sharing economy such as home-sharing.

Ontario's Home-sharing Guide for Ontario Municipalities has been carefully prepared and is intended to provide a summary of complex matters. It does not include all details and cannot take into account all local facts and circumstances. The guide refers to or reflects laws and practices which are subject to change.

Municipalities are responsible for making local decisions, including decisions in compliance with law such as applicable statutes and regulations. For these reasons, the guide, as well as any links or information from other sources referred to in it, should not be relied upon as a substitute for specialized legal or professional advice in connection with any particular matter. The user is solely responsible for any use or application of this guide. The inclusion of municipal examples in this guide does not imply an endorsement by the Province.

IN THIS GUIDE

This guide is meant to provide municipalities with resources to help them begin their research about addressing home-sharing in their communities. The guide focusses on five questions municipalities may have about regulating home-sharing. These questions and some highlights are below.

Policy Considerations	Regulatory Levers	Stakeholders	Provincial Legislation	Jurisdictional Scan
<p>1. Why might municipalities consider addressing home-sharing?</p>	<p>2. How might municipalities wish to regulate home-sharing?</p>	<p>3. Who might municipalities wish to consult before taking action?</p>	<p>4. What legislation* may be of interest to municipalities considering taking action?</p>	<p>5. What are other municipalities doing?</p>
<p>Issues:</p> <ul style="list-style-type: none"> • Impact on affordable housing • Increased opportunities for tourism • Challenges to existing regulations • Public safety concerns • Economic opportunity • Competitive advantages 	<p>Regulatory levers:</p> <ul style="list-style-type: none"> • License platforms • License/register hosts/operators • <u>Limit rentals to principal residences</u> • <u>Limit maximum number of consecutive days</u> • Limit maximum number of days per year • Limit number of guests • Zoning • Prohibited/Ineligible Building List 	<p>Stakeholders:</p> <ul style="list-style-type: none"> • Advocacy Coalitions • Housing Advocates and Local Residents • Community Groups • Home-owners and Landlords • Platforms • Hosts/Operators • Province of Ontario • Bed & Breakfast and Hotel Industry • Tourism organizations 	<p>Legislation:</p> <ul style="list-style-type: none"> • Accessibility For Ontarians With Disabilities Act • Condominium Act • Fire Protection And Prevention Act • Hotel Registration Of Guests Act • Municipal Act • City Of Toronto Act • Planning Act • Residential Tenancies Act <p>*There is also other law, such as federal legislation and judge-made law ("case law"), which may be of interest to municipalities.</p>	<p>Municipalities:</p> <ul style="list-style-type: none"> • Blue Mountains • Niagara-on-the-Lake • Toronto • Vancouver • New Orleans (USA) • Chicago (USA)

At the end of the guide there is a list of other resources municipalities can consult to learn more about home-sharing, its impact on local communities and what other municipalities are doing to address it.

108

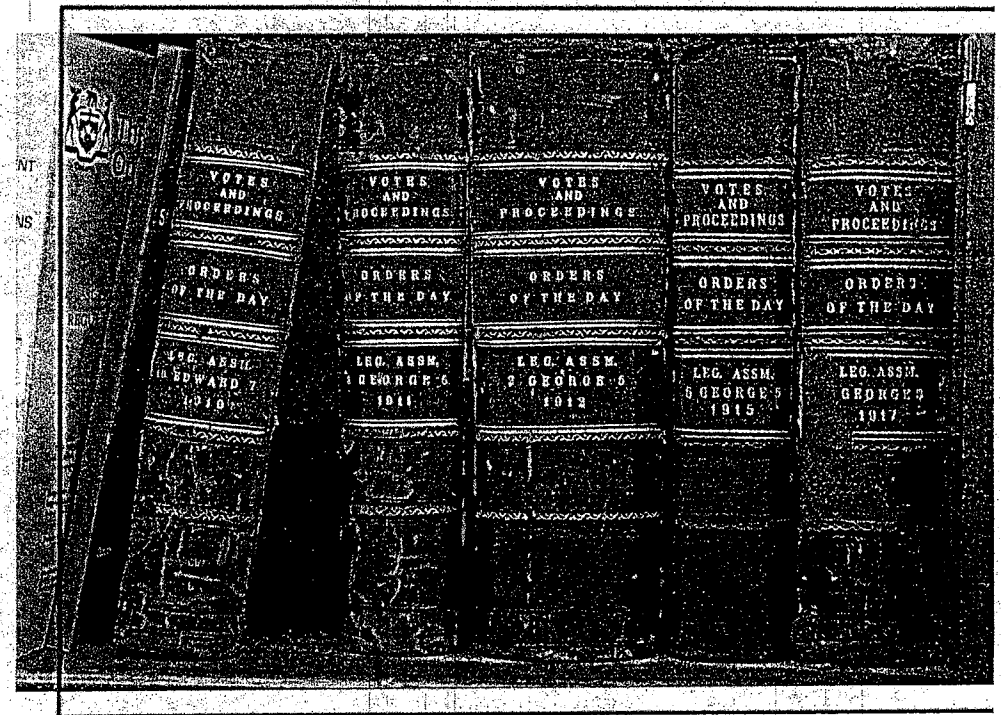
POLICY CONSIDERATIONS

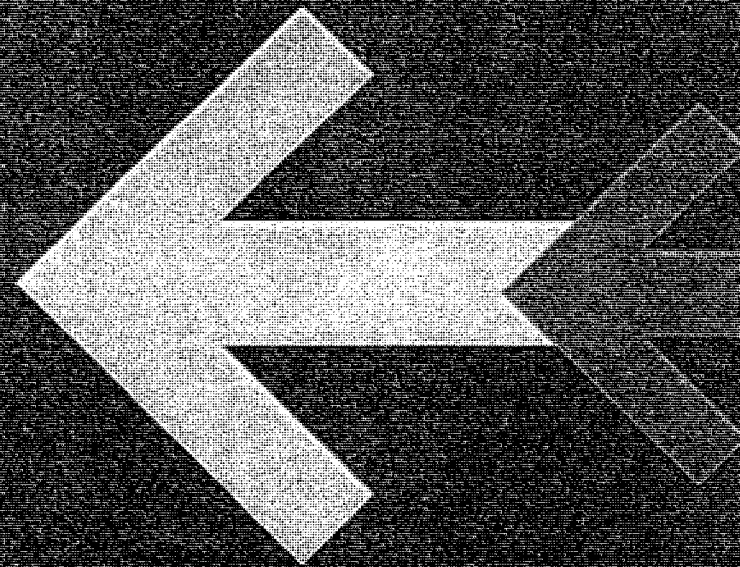
Why might municipalities consider addressing home-sharing in their communities?

Home-sharing platforms are present in over 190 countries across the globe and many municipalities are taking action to regulate this activity. As municipalities address home-sharing, they often seek to find a balance between encouraging its growth to promote economic development and placing limits on the scope of activity to preserve the character of local communities. Findings from literature on home-sharing and public opinion research from Ontario in 2016 show support for home-sharing while also acknowledging there is a role for governments to play in regulating this sector.

Part of the research municipalities may wish to undertake when considering regulating home-sharing is to review concerns raised about short-term rental activity, or potential short-term rental activity, across the entire municipality to help verify the scope of issues that may be raised by various stakeholders. Municipalities may hold public consultations and may also wish to consult their legal counsel during policy development.

For more information about home-sharing policy options and considerations, visit the City of Guelph's [Compendium of Resources](#) for information including case studies, policy primers and proposals, and law and regulation resources.





POLICY CONSIDERATIONS

419

TABLE 1 – POLICY CONSIDERATIONS

Municipalities may seek to address some of the key issues noted below through home-sharing regulations or policies.

Issue	Description	Potential Responses <i>See Table 2 for more Information about regulatory levers</i>
Impact on affordable housing	Home-sharing platforms may allow individuals to make more money renting on the short-term market than on the long-term market, which can deplete available stock of long-term rentals and raise market rents.	Limit home-sharing to principal residences. Limit the number of days a unit can be rented so that long-term rentals are more profitable than short-term rentals.
Tourism	Home-sharing has the potential to increase the number of visitors to Ontario, provide a wider selection of accommodations, allow a visitor to live like a local and can make travel more affordable for Ontarians. Short-term vacation rentals already provide an important source of tourism activity in communities across Ontario. Smaller communities that lack sufficient tourist lodging can increase short-term vacation accommodations through home-sharing. Commercial operators may make use of home-sharing platforms to attract visitors.	Consider how new regulations could increase the costs to both guests and hosts/operators or create barriers to new entrants, and aim to limit those costs or barriers. Allow home-sharing in some parts of the community but not others through zoning.
Challenges to existing regulations	People involved in home-sharing may be currently subject to local by-laws (e.g., property tax, zoning and licensing by-laws, and the governing documents of a condo corporation (e.g. declarations, by-laws or rules). Home-sharing hosts may be knowingly or unknowingly violating municipal rules, and/or condominium corporation rules.	Educate residents about existing by-laws and policies, and how they relate to home-sharing. Advise potential hosts to check their condominium corporation governing rules. Explore partnerships with platforms to share information about by-laws. Collect data from platforms to facilitate enforcement.
Public safety concerns	Residents in some jurisdictions have raised concerns about having an influx of short-term renters in their communities who may:	Limit home-sharing to principal residences. Require licenses or registration for

415

Issue	Description	Potential Responses See Table 2 for more information about regulatory levers
	<ul style="list-style-type: none"> not respect communal property (e.g., litter the neighbourhood); bring a party atmosphere to the community; or be involved in criminal behaviour. <p>Concerns have also been raised about safety issues such as fire safety in condominiums (renters may not be aware of exit plan) and water safety in beachfront communities (renters may not be aware of proper precautions for water activities).</p>	<p>hosts/operators (include documents to ensure that the unit meets the municipality's health and safety requirements).</p> <p>Partner with platforms to communicate relevant by-laws to hosts/operators.</p>
Economic opportunity	<p>People can generate additional income by renting out their homes or rooms in their homes, making it more affordable to live in their own residence.</p> <p>Short-term vacation rentals allow individuals to supplement their income, and thereby offset the cost of their vacation property.</p>	<p>Consider how new by-laws could increase the costs to guests and reduce opportunity for hosts/operators or create barriers to new entrants. Aim to limit those costs or barriers.</p>
Competitive advantages	<p>The traditional accommodation industry may raise concerns that individuals, businesses, or platforms involved in home-sharing may be taking advantage of different rules to operate in the accommodations sector with a lower operating cost.</p> <p>Displacing the existing hospitality and accommodation industry may result in job losses, lower wages and lost tax revenues.</p>	<p>Consider ways to harmonize new by-laws with by-laws for traditional accommodations, such as including B&Bs in the home-sharing by-laws or vice versa.</p>

112

113



REGULATORY LEVERS

REGULATORY LEVERS

How might municipalities wish to address home-sharing?

The province recognizes municipalities as responsible and accountable governments that are in the best position to address matters within their jurisdiction. Through the Municipal Act and the City of Toronto Act, municipalities have broad powers respecting certain matters (subject to certain limits), which they may wish to consider using to regulate certain aspects of home-sharing platforms and hosts/operators. Under the Planning Act, municipalities have the authority to make local planning decisions that determine the future of communities, including whether and where home-sharing is allowed through their municipal official plan policies and zoning by-laws.

REGULATORY MODERNIZATION:

The Province has adopted regulatory modernization principles when designing regulations to reduce burden on business. Municipalities could consider these principles when designing home-sharing regulations. The seven regulatory modernization principles adopted by the Province are:

1. Focus on the user by writing regulations in plain language and creating a single point of contact for business to access information or government services.



2. Use International Industry standards (e.g. ISO) where available/appropriate to eliminate redundant reporting requirements.



3. Move to risk-based inspections: reduce the enforcement burden on businesses with a strong safety and compliance record, using accreditation to distinguish good actors from high-risk targets, better coordinate inspections among ministries and agencies.



4. Create a "Tell Us Once" culture where all ministries that interact with business use the Business Number so businesses do not provide the same information to government repeatedly.

5. Apply a small business lens by setting different compliance paths to achieve desired outcomes, rather than using a one-size-fits-all approach.



6. Go digital by delivering simple and straightforward digital services and products that will modernize public service delivery and make government work better for businesses.



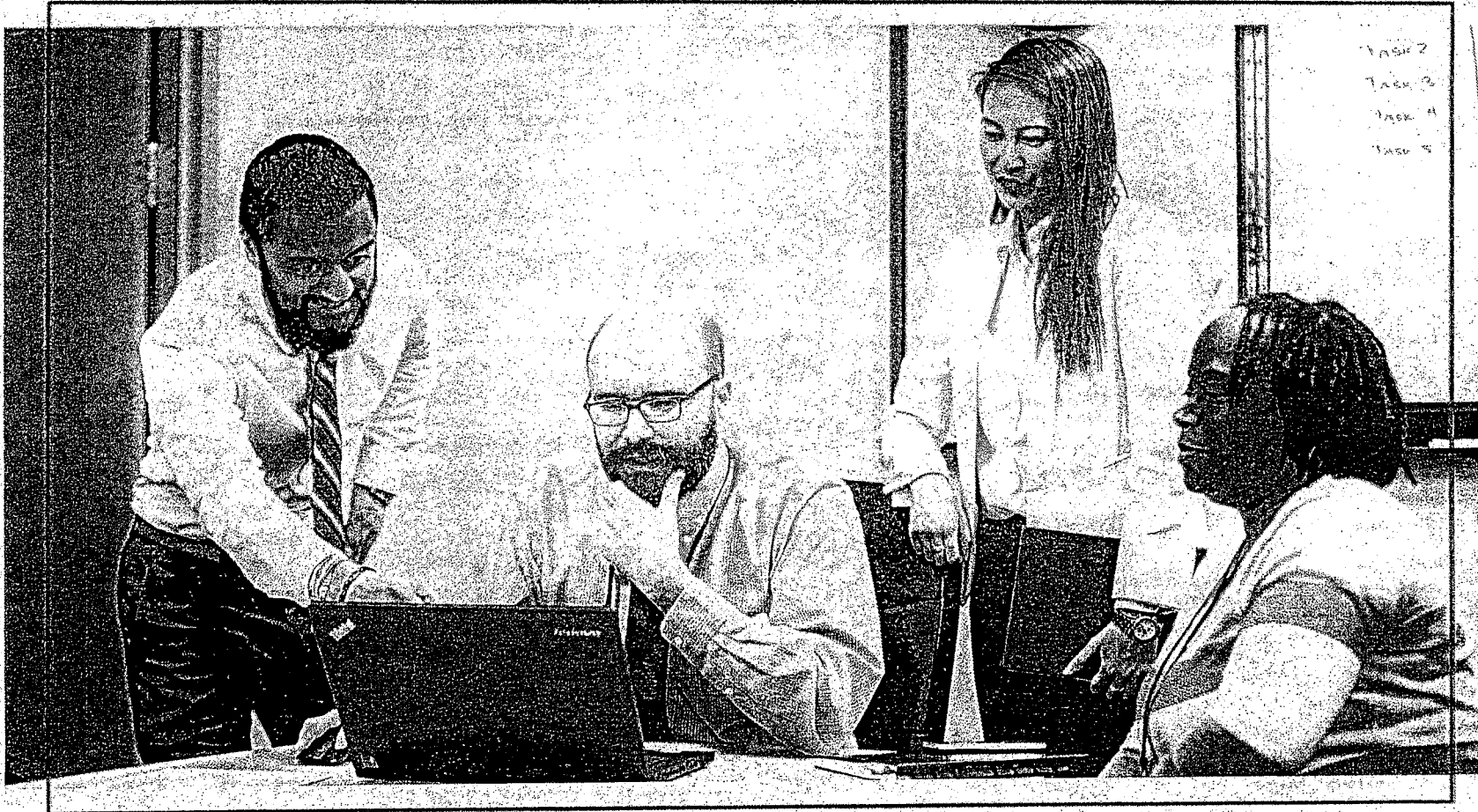
7. Facilitate equivalent means of regulatory compliance where a business can demonstrate an alternative approach that meets or exceeds the requirement of the regulation.



SELF-REGULATION

One common impetus for regulation is to protect the public interest. Self-regulation pursues this goal but places the burden on the participants in the transaction.

Governments may conclude that internal feedback mechanisms on sharing economy platforms are sufficient to enable markets to regulate themselves.



116

TAXATION

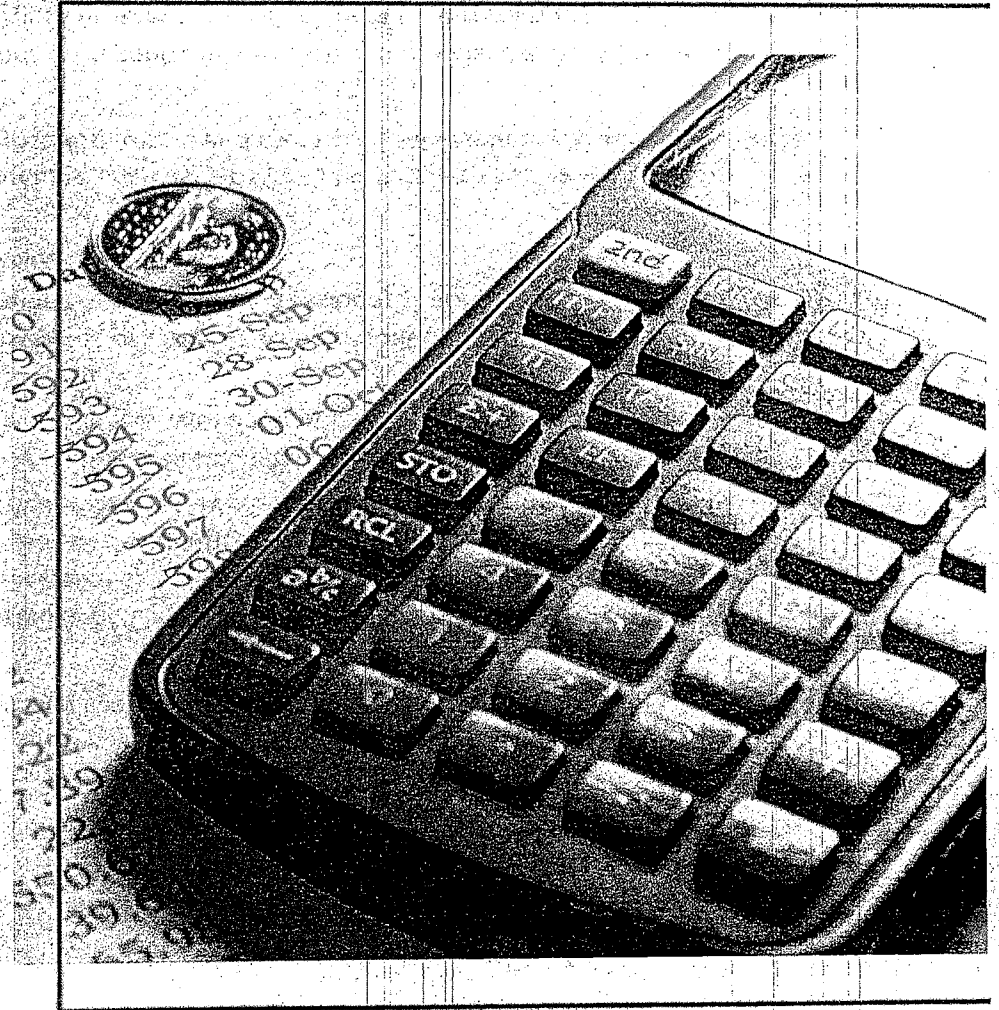
In the 2017 Budget, the government announced that it would provide the City of Toronto and all single-tier and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation (often referred to as a "hotel tax"). Legislative amendments to the Municipal Act, 2001 and the City of Toronto Act, 2006 that provide the City of Toronto and all single and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation came into force on December 1, 2017.

Under these amendments, municipalities have the flexibility to decide whether or not to implement a hotel tax, and also have the ability to determine the types of transient accommodation to which the tax would apply, the rate that would be charged, and other details about the tax.

A municipality would be responsible for setting out the application of the tax in a municipal by-law.

A municipality could choose to apply a municipal hotel tax to home-sharing arrangements, and may determine the applicable tax rate.

Regulations prescribing required revenue sharing with not-for-profit tourism organizations by municipalities that choose to implement a hotel tax also came into force on December 1, 2017.



117

416

TABLE 2 – REGULATORY LEVERS

Regulating home-sharing in the context of home-sharing platforms, such as Airbnb, HomeAway and VRBO, is a relatively new practice. There are no proven best-practices established at this time, but the following are regulatory levers that municipalities have implemented to address home-sharing in their communities.

Regulatory levers

License platforms

Municipalities may license platforms (subject to certain limits). Municipalities may wish to consider the feasibility of obtaining information (e.g. from platforms) and sharing information to assist with enforcement or future policy development.

Considerations

Very few jurisdictions around the world currently license home-sharing platforms; many only license the hosts/operators.

License/Register hosts/operators

Municipalities may wish to consider the feasibility of licensing or registering hosts/operators, creating databases of short-term rentals in their municipalities, and collecting other data relevant to enforcing home-sharing by-laws. Municipalities may wish to consider how licensing/registration systems might help address compliance with the municipality's health and safety requirements.

Incorporating traditional short-term rentals (e.g., Bed & Breakfasts) into one licensing/registration regime along with home-sharing could provide the municipality with an opportunity to update current short-term rental licensing/registration regimes if they already exist.

Creating different types of licenses based on zoning or types of accommodations could be explored to help achieve desired policy outcomes, such as limiting home-sharing in residential areas to maintain the character of neighbourhoods while encouraging it in tourist areas.

Considerations

Municipalities may wish to consider other options, such as permits to track short-term rentals and may wish to consider the regulatory burden on hosts/operators and the municipal resources required to enforce these options.

Limit rentals to principal residences

Several jurisdictions have imposed restrictions on second units to curb commercial activity (the use of investment properties for short-term rentals), to protect the availability of long-term rental stock.

While limiting home-sharing to principal residences may curb commercial activity, it may also interfere with individuals who want to rent out vacation properties for part of the year.

118

Regulatory levers

Definitions of principal residence

Toronto: A principal residence is a dwelling unit owned or rented by an individual person, alone or jointly with another person, where he or she is ordinarily resident.

Vancouver: The dwelling where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills.

Chicago: A dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption.¹

Canada Revenue Agency:

A property qualifies as your principal residence for any year if it meets all of the following **four** conditions:

- It is a housing unit, a leasehold interest in a housing unit, or a share of the capital stock of a co-operative housing corporation you acquire only to get the right to inhabit a housing unit owned by that corporation.
- You own the property alone or jointly with another person.
- You, your current or former spouse or common-law partner, or any of your children lived in it at some time during the year.
- You designate the property as your principal residence.

Considerations

If a municipality limits rentals to principal residences, it will need to determine what proof of residence it will require and how that proof will be submitted (e.g., through a registration process, only when asked, etc.).

Municipalities will also need to consider whether secondary suites are included in the definition of primary residence, or if they will be excluded from home-sharing.

¹ A program administered by the Cook County Assessor's Office that allows taxpayers whose single-family home, townhouse, condominium, co-op or apartment building (up to six units) is their primary residence to save \$250 to \$2,000 per year, depending on local tax rates and assessment increases. The Homeowner Exemption is available to people who own or have a lease or contract which makes them responsible for the real estate taxes of the residential property. It must also be used as their principal place of residence for the year in question.

Regulatory levers

Maximum number of consecutive days Municipalities may wish to explore the option of establishing a cap on the number of consecutive days a unit can be rented in order to distinguish short-term rentals from long-term rentals. For example, many municipalities define short-term rentals as rentals that last fewer than 30 days.

Considerations
Municipalities may wish to consider the feasibility of proactively monitoring and enforcing this option. For example, in the City of Vancouver’s policy licensing report, *Regulating Short Term Rentals in Vancouver* (July 5, 2017), it is stated that even though renting units for less than 30 days is prohibited, short-term rentals supply approximately 29 per cent of Vancouver’s accommodations for tourists and other transient guests.

Maximum number of days per year Municipalities may wish to consider the option of restricting the number of days per year a unit can be rented out on a short term basis, in order to encourage homes to retain a ‘private use’ component. Municipalities adopting this approach may wish to explore arrangements with home-sharing platforms to remove listings in violation of local restrictions.

Considerations
Municipalities may wish to consider the feasibility of enforcing restrictions on the maximum number of days. For example, this could require tracking individuals/addresses over several different platforms.

Number of guests Municipalities may wish to consider restricting the number of guests allowed in a unit (e.g., two per bedroom). For example, this may help address home-sharing units being used as “party houses”.

Considerations
Municipalities may wish to consider the feasibility of enforcing limits on the number of guests and how complaints about activity in the rental unit would be addressed.

Zoning Where a municipality has determined that home-sharing is a discrete land use, the municipality may wish to consider limiting the use to certain areas (e.g., residential or mixed-use zones), or certain building types (e.g., six units or less) to achieve the desired policy goals, such as encouraging tourism, preserving the character of neighbourhoods, protecting housing stock, etc.

Ineligible and Prohibited Building Lists Municipalities may wish to consider creating lists of buildings that are ineligible to participate in home-sharing for various reasons, e.g., repeated by-law infractions, repeated fire code violations, by request of a condo corporation, etc.

Municipalities could explore the possibility of working with home-sharing platforms to help enforce these rules.

120



STAKEHOLDER CONSULTATIONS

STAKEHOLDER CONSULTATIONS

Who might municipalities wish to consult before taking action?

Photo: looking down at two women and two men seated at a circular table. As noted in the Large Urban Mayors' Caucus of Ontario's sharing economy guidebook, *Navigating the sharing economy: A 6-decision guide for municipalities*, consulting with stakeholders is a crucial part of municipal decision-making.

The following is a list of potential stakeholders municipalities may want to consult when addressing home-sharing. This list provides examples and is not meant to be exhaustive.



122

TABLE 3 – POTENTIAL STAKEHOLDERS

Group	Description/Interest (highlights based on the groups' websites linked below)
Advocacy Coalitions	<p>Fairbnb.ca: Fairbnb.ca</p> <ul style="list-style-type: none"> • A national coalition of homeowners, tenants, tourism businesses and labour organizations bringing together groups from the regulated hotel and B&B industry with property owners, property renters and other concerned citizens. • Calling for a robust, nationally-consistent policy framework to ensure home-sharing complies with fair, safe and respectful legislation – drawing on the experience of other countries and other cities. • Released a report about Airbnb in Toronto, entitled <i>Squeezed Out: Airbnb's Commercialization of Home-Sharing in Toronto</i>.
Bed & Breakfast and Hotel Industry	<p>Federation of Ontario Bed & Breakfast Accommodation: https://www.fobba.com/</p> <ul style="list-style-type: none"> • The professional association representing the Bed & Breakfast industry in Ontario. • Members voluntarily agree to adhere to a high set of consistent standards defining cleanliness, comfort, quality, safety and hospitality. • Represents approximately 280 B&Bs, and has approximately 100 direct B&B members and three local association members (Fergus/Elora, Stratford and Niagara-on-the-Lake). <p>The Hotel Association of Canada: http://www.hotelassociation.ca/home.asp</p> <ul style="list-style-type: none"> • Represents more than 8,178 hotels, motels and resorts that encompass the \$18.4 billion Canadian hotel industry which employs 304,000 people across Canada. <p>The Ontario Restaurant Hotel & Motel Association: http://www.orhma.com/home.aspx</p> <ul style="list-style-type: none"> • Has over 4,000 members, representing more than 11,000 establishments across the province. <p>UNITE HERE: http://unitehere.org/industry/hotels/</p> <ul style="list-style-type: none"> • Labour union that represents 270,000 working people across Canada and the United States, including workers in the hotel industry. <p>Unifor: https://www.unifor.org/en</p>

123

47

Group Description/Interest (highlights based on the groups' websites linked below)

• Unifor represents 17,600 members working in the diverse hospitality and gaming sector. One-third of their membership work in hotels - including major chains (like Fairmont, Radisson and Delta) and stand alone facilities.

Housing and Tenant Advocates and Local Resident/Community Groups

Housing Help Association of Ontario: <https://findhousinghelp.ca/>

- Provides a list of coalitions, advocacy groups and organizations across Canada that are working on housing and homelessness issues.

Federation of Metro Tenants' Associations (FMTA): <https://www.torontotenants.org/>

- A non-profit organization which advocates for better rights for tenants.
- FMTA has over 3,000 members, including affiliated tenant associations and individuals.

Advocacy Centre for Tenants Ontario (ACTO): <http://www.acto.ca/>

- Works to better the housing situation of Ontario residents who have low incomes including tenants, co-op members and people who are homeless.
- ACTO works with legal clinics, tenant associations and other groups and individuals concerned about housing issues.

Landlords

Federation of Rental Housing Providers of Ontario (FRPO): <https://www.frpo.org/>

- Represents those who own, manage, build and finance, service and supply residential rental homes.
- FRPO represents over 2,200 members who own or manage over 350,000 household across Ontario.

Landlord's Self-Help Centre (LSHC): <https://landlordselfhelp.com/>

- A non-profit community legal clinic funded by Legal Aid Ontario and mandated to support Ontario's small-scale landlord community exclusively.

Greater Toronto Apartments Association (GTAA): <https://www.gtaaonline.com/>

- Represents the interests of Toronto firms participating in the multifamily rental housing industry.
- The GTAA represents over 240 property management companies that own and operate 160,000 apartment units.

Ontario Landlords Association: <http://ontariolandlords.org/>

124

Group	Description/Interest (highlights based on the groups' websites linked below)
-------	--

	<ul style="list-style-type: none"> A network of landlords who promote and protect the interests of landlords and help landlords succeed through education, news and networking. <p>Canadian Apartment Properties Real Estate Investment Trust: https://www.caprent.com/</p> <ul style="list-style-type: none"> One of Canada's largest residential landlords
--	--

Hosts/Operators	<p>If home-sharing is already taking place in your municipality, there may be a community of hosts/operators you can engage with to understand their experiences and how potential regulations may impact them. Municipalities could target hosts/operators through events such as town halls that are advertised for people involved in the short-term rental market.</p>
------------------------	--

Platforms	<p>There are several home-sharing platforms operating in Ontario. Some have a larger presence in certain municipalities than others. The following are some of the major platforms in Ontario.</p> <p>Airbnb</p> <ul style="list-style-type: none"> Has listings in more than 65,000 cities and 191 countries. The most popular home-sharing platform in Ontario. Partnered with the Ontario Government and the Canada Revenue Agency to educate Ontarians who engage in home-sharing about their rights and responsibilities. Has engaged with municipalities and the Province of Ontario to address home-sharing. <p>HomeAway</p> <ul style="list-style-type: none"> Has more than 2 million unique places to stay in 190 countries. Part of the Expedia, Inc. family of brands, including VRBO and travel mob. <p>Flipkey</p> <ul style="list-style-type: none"> Has more than 830,000 properties in 190 countries. Part of TripAdvisor Rentals
------------------	---

Province of Ontario	<p>In October 2015, the Province established the Sharing Economy Advisory Committee (SEAC) with representation from key ministries to oversee Ontario's approach and to harness the opportunities presented by the sharing economy, including home-sharing. In 2016 and 2017, SEAC has been researching the sharing economy, has consulted a wide range of industry, community and municipal stakeholders, and conducted public polling of Ontarians about their use and perception of the sharing economy. If you have questions for SEAC, please send an email</p>
----------------------------	--

125

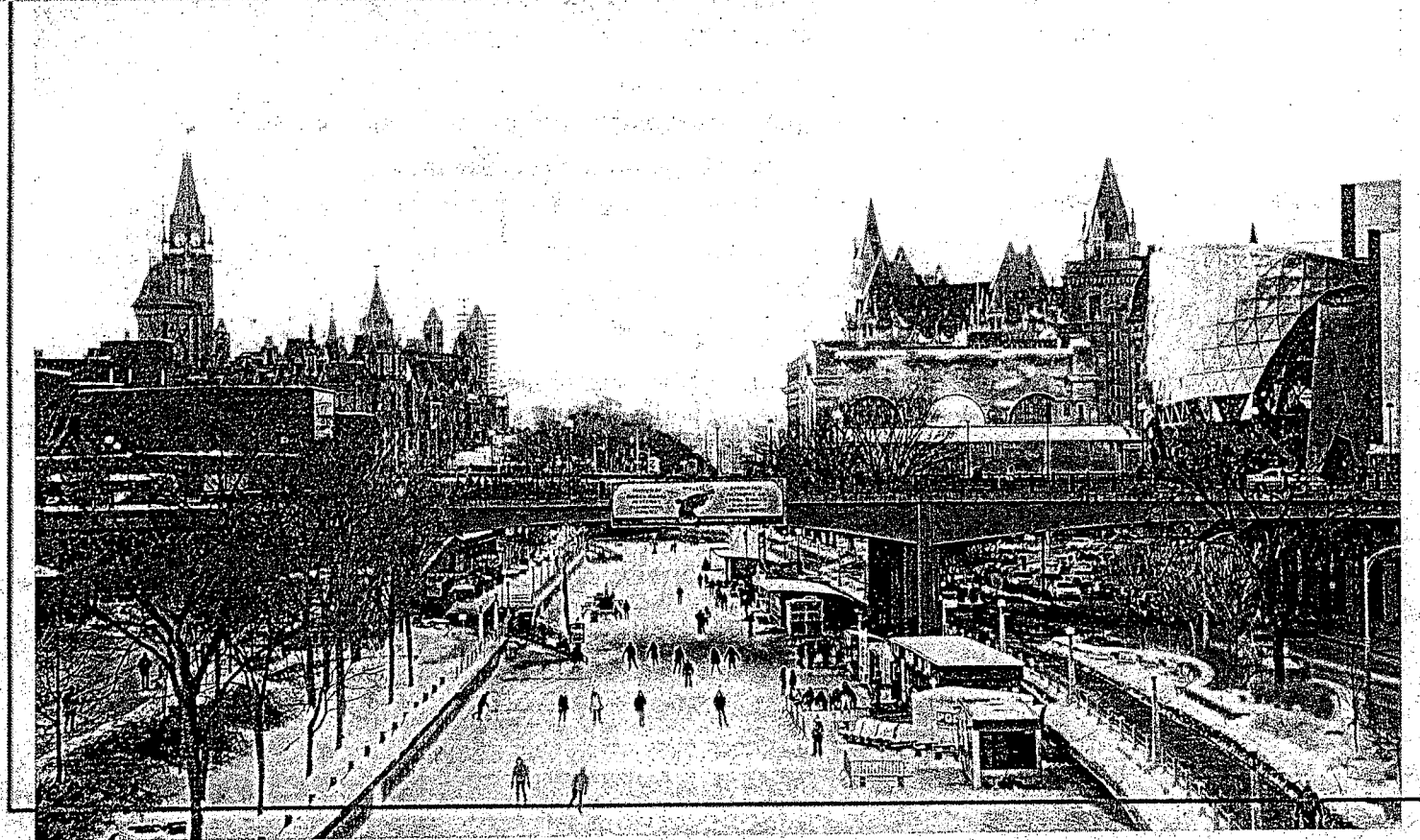
46

Group **Description/Interest (highlights based on the groups' websites linked below)**

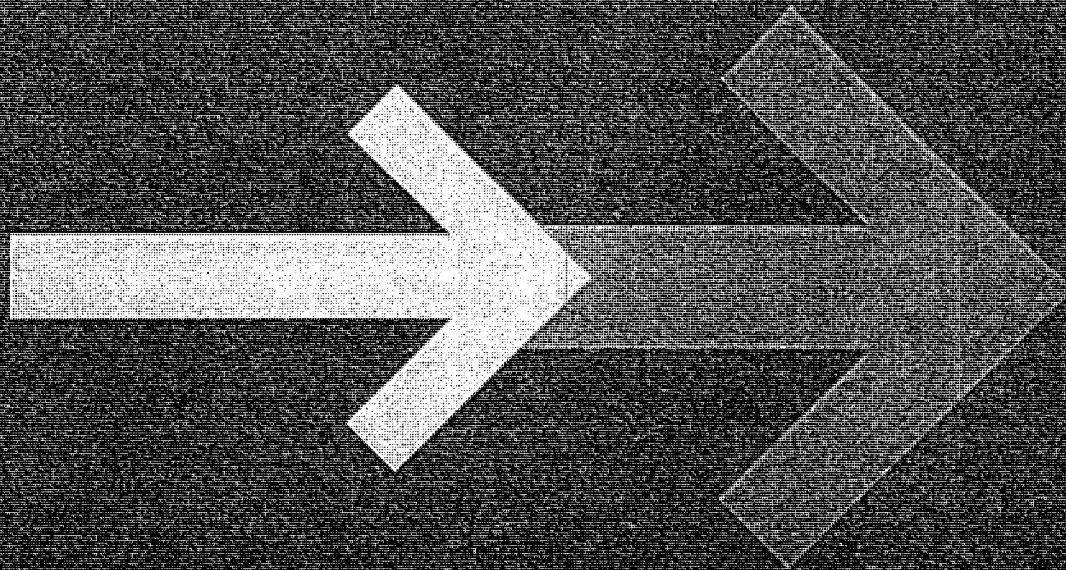
to: sharingeconomy@ontario.ca.

Tourism Industry **Tourism Association of Ontario:** <http://www.tiaontario.ca/cpages/home>

- Advocates for the importance of tourism as an economic driver and job creator in order to serve the interests of Ontario's diverse tourism industry and business community.
- Recognized as the umbrella government advocacy organization serving Ontario's diverse tourism industry and facilitating conversations between industry and government to affirm the economic value of tourism.



126



PROVINCIAL LEGISLATION

PROVINCIAL LEGISLATION

What provincial legislation may be of interest to municipalities considering taking action?

The Municipal Act provides municipalities with broad powers to introduce by-laws and govern activities within their jurisdiction, which may include some aspects of home-sharing. The Planning Act provides municipalities with the authority to regulate the use of land, buildings and structures through zoning. A municipality can regulate the locations and development standards that could apply to a specific use of land based on the planning impacts. The

following table describes some provincial legislation that may be of interest to municipalities considering regulating home-sharing.

The law is complex and municipalities should consult their solicitors whenever any legal issue is in question. This list provides examples and is not meant to be exhaustive. There is also other law, such as federal legislation and "judge-made law" ("case-law"), which may be of interest to municipalities.

128

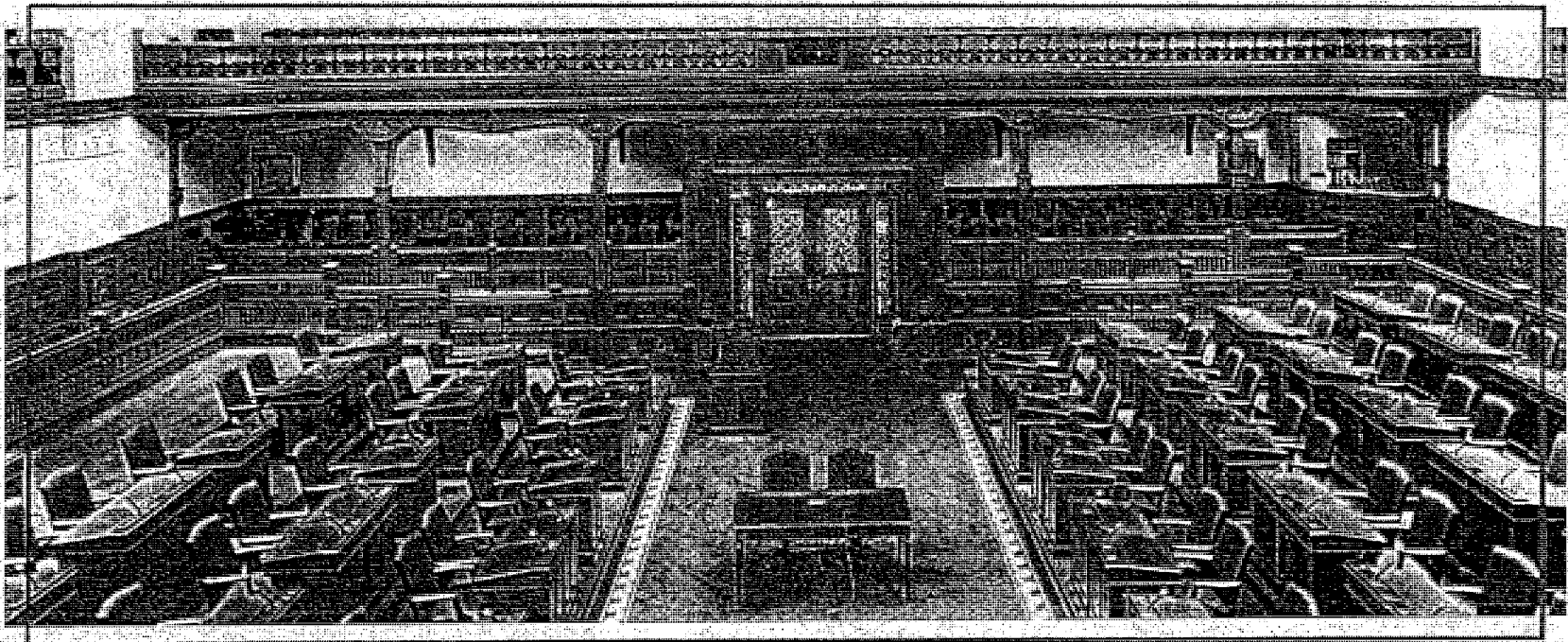


TABLE 4 PROVINCIAL LEGISLATION

Provincial Act

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)

INTEGRATED ACCESSIBILITY STANDARDS REGULATION (IASR), O. Reg. 191/11

Ontario has laws to improve accessibility for people with disabilities. The Accessibility for Ontarians with Disabilities Act (AODA) is a law that sets out a process for developing and enforcing accessibility standards.

Accessibility standards are laws under the Integrated Accessibility Standards Regulation that government, businesses, non-profits and public sector organizations must follow to become more accessible. They help organizations identify and remove barriers to improve accessibility for people with disabilities in 5 areas of daily life in the areas of transportation, customer service, employment, information and communications and in the design of public spaces.

Application

The AODA and its related accessibility standards applies to every person or organization that provides goods, services or facilities to the public or other third parties and that has **at least one employee in Ontario**. Accessibility requirements and deadlines depend on the type and size of your organization.

If an organization has one or more employees, the organization must adhere to the accessibility requirements under the AODA and its standards. Sole proprietors or self-employed individuals who do not have employees are exempt from having to comply with the AODA and its accessibility standards.

Accessibility requirements for organizations can be found at the government's accessibility website at:

<https://www.ontario.ca/page/accessibility-laws>.

CONDOMINIUM ACT

The Condo Act provides for the registration and creation of condominiums and gives owners the tools to run their condominium corporations with minimal government involvement.

Hierarchy of a condominium's governing documents

Governing document	What it does	Threshold for change	Other limitations
1. Declaration	Considered to be like the "constitution" of the condo – can include restrictions on the use and occupation of the units and common elements, etc.	Currently, the owners of 80 per cent or 90 per cent of units must consent to a change	Need not be reasonable; must be consistent with the Condo Act and the declaration would be subject to any other act (such as the Human Rights Code) that has primacy over the Condo Act or the declaration.
2. By-laws	Condo by-laws can set occupancy standards that are either: 1) the same as municipal by-laws where the condominium is located or, 2) subject to the regulations, not more restrictive than the standards that are in accordance with the maximum occupancy for which the condo building is designed (based on the Building Code).	Currently, owners of a majority of units must vote to approve a change	Must be reasonable and consistent with the declaration and the Condo Act
3. Rules	Govern the use of units and common elements to: <ul style="list-style-type: none"> • promote safety, security and welfare, or • prevent unreasonable interference with use and enjoyment of the property 	Made by the board Can be overturned by a majority vote at a meeting of owners	Must be reasonable and consistent with the by-laws, the declaration, and the Condo Act

130

- The declaration may contain conditions or restrictions with respect to the occupation and use of the units or common elements.
- The content of a condo corporation's governing documents is ultimately up to the board and owners. The Condominium Act does not specifically address short-term rentals. The planning authority can require that the description contain certain conditions, before the developer registers the description to create the condo corporation.
- Generally, if a condo's governing documents are more restrictive than the municipality's by-laws, owners and occupiers of the condo must still comply with the condo's governing documents. For example, if a municipality permits short-term rentals but a condo corporation's governing documents prohibit or restrict short-term rentals, the restriction or prohibition of the condo corporation's governing

Provincial Act

FIRE PROTECTION AND PREVENTION ACT (FPPA)

The FPPA reflects the principle that municipalities are in the best position to determine their own needs and circumstances.

One of the intents of the FPPA is to establish municipal responsibility for fire protection and makes fire prevention and public education mandatory. It serves to clarify the role of municipalities in providing fire services and establish the minimum level of fire protection without imposing significant costs on municipalities.

Municipalities are responsible for conducting a risk assessment of their jurisdiction, and identifying what fire protection services are necessary to mitigate those risks to an acceptable level. This would include assessing risks related to home-sharing in their community and home-sharing regulations they may be contemplating. While municipalities are responsible to ensure that this is done, they may request assistance from the Office of the Fire Marshal, or contract the necessary consulting services to actually conduct the assessment.

When regulating home-sharing, municipalities should consider fire and life safety criteria for compliance with the Ontario Fire Code.

HOTEL REGISTRATION OF GUESTS ACT

This act is not directly relevant to regulating home-sharing at a municipal level; however, the definition of hotel may be useful for distinguishing between hotels and short-term accommodations. The act requires every hotel to keep a register of guests and it contains a number of offences relating to the keeping of a register. In addition, the room rates are to be posted in each room, failure of which is also an offence.

“Hotel” means a separate building or two or more connected buildings used mainly for the purpose of catering to the needs of the travelling public by the supply of food and also by the furnishing of sleeping accommodation of not fewer than six bedrooms as distinguished from any other building or connected buildings used mainly for the purpose of supplying food and lodging by the week or otherwise commonly known as “boarding houses” or of furnishing living quarters for families and having a dining room or restaurant commonly known as “apartment houses” or “private hotels”

MUNICIPAL ACT

CITY OF TORONTO ACT

Under the Municipal Act and the City of Toronto Act municipalities have broad powers (subject to certain limits) that allow them to make decisions in a number of areas to address local circumstances and interests. Some of these broad powers include:

- Economic, social and environmental well-being of the municipality, including respecting climate change;
- Health, safety and well-being of persons; and
- Protection of persons and property, including consumer protection.

It is up to municipalities to make local decisions, such as providing local programs and services, and interpreting their powers.

Generally, municipalities are under no obligation to inform the province about local decisions. Interested persons often raise their concerns with the municipality.

PLANNING ACT

Municipal councils, landowners, developers, planners and the public play an important role in shaping a community. Community planning is aimed at identifying common community goals and balancing competing interests of the various parties. The central activity in the planning of a community is the making of an official plan, a document which guides future development of an area in the best interest of the community as a whole. The Planning Act sets out the ground rules for land use planning in Ontario and describes how land uses may be controlled, and who may control them. It provides for a land use planning system led by provincial policy, promotes sustainable economic development, and recognizes the decision-making authority and accountability of municipal councils in land use planning.

Under the Planning Act, municipalities:

- make local planning decisions that will determine the future of communities
- prepare planning documents, such as:
 - an official plan, which sets out the municipality's general planning goals and policies that will guide future land use
 - zoning by-laws, which set the rules and regulations that control development as it occurs. The Planning Act also gives planning boards in northern Ontario the power to adopt official plans and pass zoning by-laws for unorganized territory within their planning areas
- ensure planning decisions and planning documents are consistent with the Provincial Policy Statement which sets the policy foundation for regulating the development and use of land, and conform or do not conflict with provincial plans such as the Growth Plan for the Greater Golden Horseshoe and the Greenbelt Plan.

The Planning Act does not explicitly address home-sharing or the sharing of land between individuals. It would be up to the municipality through its zoning by-laws to determine if sharing a residential dwelling constitutes a use of land, whether it changes the use land from residential to another use (e.g. commercial), and whether the change in use is permitted by municipal zoning by-laws. Alternatively, municipalities could consider home-sharing as a home business which is regularly permitted in residential zones in many municipal zoning by-laws.

132

RESIDENTIAL TENANCIES ACT

The Residential Tenancies Act, 2006 (RTA) sets out the rights and responsibilities of landlords and tenants for most residential rental properties in Ontario.

“The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish the framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.” 2006, c. 17, s. 1.

Application of the Act

While the RTA applies to residential rental units despite any other legislation, agreement or waiver to the contrary, certain types of accommodation are exempt. For example, the RTA does not apply to accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel, bed and breakfast vacation establishment, or certain other types of facilities. As well, the RTA does not apply where the occupant is required to share a bathroom or kitchen with the owner.

In situations where it may be unclear, a landlord or tenant can make an application to have the Landlord and Tenant Board (LTB) determine whether all or part of the RTA applies to a rental unit or residential complex. It is up to the Member to determine whether or not the RTA applies in any situation, depending on the facts of the case.

Tenancy Agreement

Where a rental unit is subject to the RTA, a landlord and tenant enter into a tenancy agreement. A tenancy agreement is a written, oral or implied agreement between a landlord and a tenant for occupancy of a rental unit. In the contract, the tenant agrees to pay rent to live in a rental unit provided by the landlord.

The landlord and tenant can agree to a fixed term tenancy which lasts for a specific period of time. Most fixed term tenancies are for one year, but the RTA does not mandate minimum rental periods. When a tenancy agreement expires, the tenancy does not end – it continues under the same terms and conditions as before, because landlords and tenants have to give each other proper notice to end a tenancy.

Subletting

A sublet occurs when a tenant moves out of the rental unit, lets another person live there for a period of time, but returns to live in the unit before the tenancy ends.

A tenant must have the landlord's consent to sublet the unit, but the landlord must have a good reason to refuse. If a tenant sublets without the landlord's consent, the landlord can apply to the Landlord and Tenant Board (LTB) for an eviction order to terminate the original tenancy and evict the unauthorized occupant. If the tenant thinks that the landlord is being unreasonable in withholding their consent to sublet to a specific person, the tenant can file an application with the LTB.

133

49

419

A tenant who sublets a rental unit cannot:

charge a rent that is greater than the rent that is lawfully charged by the landlord for the rental unit;

collect any additional fee for subletting a rental unit; or

require an individual to pay for goods or services as a condition for the subletting in addition to the rent the person is lawfully required to pay to the tenant or landlord.

In a sublet, all of the terms of the original tenancy agreement stay the same. The tenant is liable to the landlord for any breaches in their lawful obligations under the tenancy agreement, while the sub-tenant is liable to the tenant.

Eviction

Under the Act, in certain cases a tenant can be evicted if the tenant, tenant's guest or someone else who lives in the rental unit does something they shouldn't do. Grounds for eviction include, but are not limited to:

- wilfully or negligently causing damage to the rental property
- substantially interfering with the reasonable enjoyment or another lawful right of other tenants or the landlord
- seriously impairing the safety of others
- allowing too many people to live in the rental unit in contravention of health, safety or housing standards ("overcrowding")

A landlord can end a tenancy only for the reasons allowed by the Act.

The first step is for the landlord to give the tenant notice in writing that they want the tenant to move out. The proper forms a landlord must use for giving a notice to end the tenancy are available from the LTB.

If the tenant does not move out after receiving the notice, the landlord can ask the LTB to end the tenancy by filing an application. The LTB will decide if the tenancy should end after holding a hearing. Both the landlord and the tenant can come to the hearing and explain their side to a member of the LTB.

Landlord and Tenant Board

134

The LTB resolves disputes between residential landlords and tenants and provides information/brochures about the RTA.

Contact the LTB: Toll free: 1-888-332-3234

Toronto area: 416-645-8080

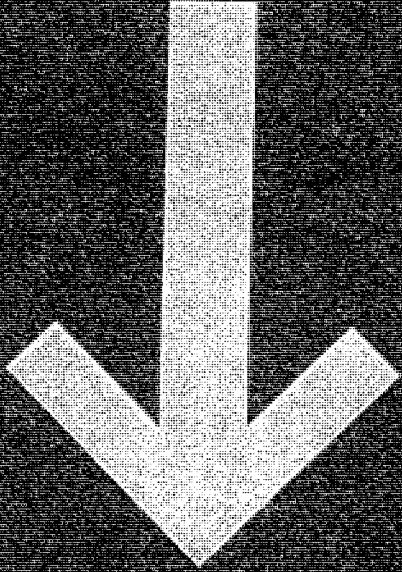
TTY: Bell Relay Service at 1-800-268-9242

Website: <http://www.sjto.gov.on.ca/ltb/>

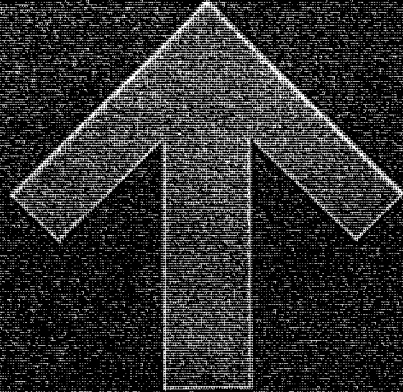


135

415



JURISDICTIONAL SCAN



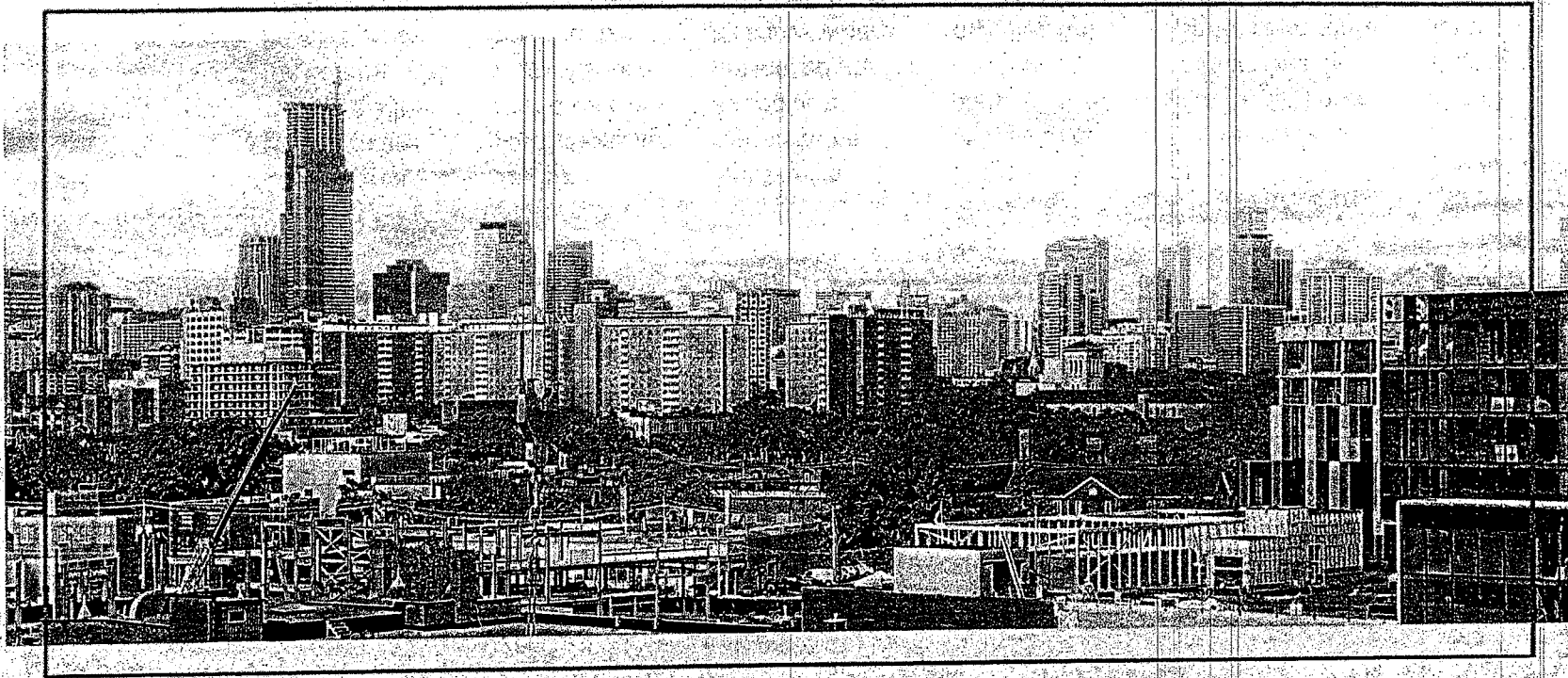
JURISDICTIONAL SCAN

What are other municipalities doing?

The following is a high-level scan of how municipalities in Ontario and the United States are, or are not, utilizing some common home-sharing regulatory levers. The chart below is a summary for reference purposes.

For further details, refer directly to the links below in Table 6 – Jurisdictional Scan Narrative.

The inclusion of municipal examples in this guide does not imply an endorsement by the Province.



137

46

TABLE 5 JURISDICTIONAL SCAN

Regulation	The Blue Mountains	Niagara-on-the-Lake	Toronto	Vancouver	New Orleans (USA)	Chicago (USA)
License home-sharing platform			✓			✓
License/Register hosts/operators	✓	✓	✓	✓	✓	✓
Limit rentals to principal residences			✓	✓		✓
Maximum number of consecutive days	✓	✓	✓	✓	✓	
Maximum number of days per year					✓	
Number of guests	✓				✓	
Zoning	Certain areas of the Town are zoned to allow for Commercial Resorts Units; these do not need to be licenced for short term rentals.	Zoning restrictions are based on the type of short-term rental, e.g., cottage rental, vacation apartment, etc.	Short-term rentals to be added as a permitted use for all zones where dwelling units are permitted	Short-term rentals to be allowed in all residential dwelling units across certain zoning districts.	The Comprehensive Zoning Ordinance allows specific short-term rental types in specific zoning districts.	Zoning used to restrict home-sharing in some residential areas.
Ineligible or Prohibited Building List						✓
Tax on transient accommodation			Under review	Under review	✓	✓

138

TABLE 6 JURISDICTIONAL SCAN NARRATIVE

The following table provides a more detailed look at the approaches to regulating home-sharing in several municipalities in Ontario and the United States. For further details, please refer to the links below.

JURISDICTIONAL APPROACHES

TOWN OF THE BLUE MOUNTAINS

<http://www.thebluemountains.ca/sta-consult.cfm>

Goal

The Town of Blue Mountains is aiming to balance the needs of property owners with those of residents looking for safe, adequate and properly maintained short-term accommodation (STA) premises.

The accommodation of recreational visitors is critical to the economy of the Town and to employment in the many recreational businesses and activities located there. Short-term accommodations, including the rental of private houses, chalets and condominium units, are important to tourism in the area.

Definition

BY-LAW NO. 2009-04

"SHORT TERM ACCOMMODATION (STA)" means a dwelling or structure of any part thereof that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, license, rental agreement or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year. Short term accommodation shall not mean or include a motel, hotel, bed and breakfast establishment, tourist cabin or cottage, hospital, commercial resort unit or similar commercial or institutional use.

Key Points

- Generally, a newly established STA is not permitted in a low density residential zone.
- Short term (less than 30 days) accommodation uses are NOT permitted in any traditionally single-family-dwelling neighbourhoods, zoned R1, R2 and R3.
- The maximum number of occupants within a dwelling that is being operated as a short term accommodation shall not exceed a total number based upon 2 persons per bedroom plus an additional 2 persons.

139

46

- The number of non-occupying guests permitted at a short term accommodation premises must not be such that it may conflict with the residential neighbourhood or amenity.
- Short term accommodation renters are not to host commercial functions.
- So called "party houses" conflict with residential amenity and are not permitted.
- Any gathering, celebration or entertainment at a short term rental accommodation premise must not conflict with residential amenity and must comply with all the other requirements of this Code and the Town of The Blue Mountains by-laws.
- An STA Licence is only required if you rent for periods of less than 30 days.
- There are certain areas of the Town where owners do not require a license to rent for short term periods but they must meet other requirements. Certain areas of the Town are zoned to allow for Commercial Resorts Units (CRU) and these do not need to be licensed for short term rental periods at this time.
- Consequences can include fines if an owner is found to be in violation of the bylaw.
- A license is valid for a period of 2 years from date of issuance.

NIAGARA-ON-THE-LAKE

Definition

BY-LAW NO. 4634-13

SHORT TERM RENTALS means the use of a building for overnight guest lodging for a period of not more than 28 days and includes Bed and Breakfast Establishment, Cottage Rentals, Villas, County Inns and Vacation Apartments.

Key Points:

- Short-term rentals include:
 - Bed and Breakfasts – no more than three guestrooms
 - Villas – four or more bedrooms
 - Cottages – up to three bedrooms
 - County Inns – more than three rented rooms.
- Only the registered owner or the lessee of a residential building, who has explicit permission from the owner, may apply for and hold a license to operate a short-term rental.
- In the case of a corporation, any of the largest shareholders can apply.
- The lessee of a commercially zoned property may apply.

140

- No person shall use or operate a short-term rental unless they hold a valid license.
- Only buildings that have been occupied as a single detached dwelling for a minimum of 4 years shall be eligible for a license. Any additions placed on the building that expand the number of rooms will not be available to rent until that portion of the addition/extension has been occupied for 4 years.
- All municipal taxes, building permits, water and hydro accounts for the property must be current and not outstanding before a license will be issued.
- Short term rentals must front a public road, have parking, be fully serviced by water and sewage, in compliance with all by-laws, zoning, official plan, proof of liability insurance, fire and health and safety codes.
- All guests must leave registration information with the licensee and the licensee is required to keep daily records for inspection.
- A Municipal Law Enforcement Officer may require access to the licensed premises to inspect and verify compliance.
- A Special Occasion permit is required if a licensee wishes to hold a more commercial gathering or wedding or large reception.
- License infringements will get 72 hours to correct an issue. If the Town must correct the violation it will be at the expense of the Owner. License may also be revoked.
- License fee is \$108 per licensed guest room per year.
- Fine for operating a short term rental without a current license is \$500.

TORONTO

<https://www.toronto.ca/city-government/public-notices-bylaws/public-notices/proposal-to-establish-a-new-municipal-code-chapter-for-short-term-rentals/>

Goal

The City of Toronto's regulations are intended to maximize the benefits of short-term rentals and contain their negative impacts in a manner that is also consistent with the principles in the City's official plan and the overall objectives to promote consumer protection, public safety, and the economic, social and environmental health of the City.

Definition

A short-term rental is all or part of a dwelling unit in the City of Toronto used to provide sleeping accommodations for any rental period that is less than 28 consecutive days in exchange for payment. This includes existing bed and breakfasts and excludes hotels and motels and accommodations where there is no payment.

Key Points

- Short-term rentals are permitted across the city in all housing types
- People can host short-term rentals in their principal residence only – both homeowners and tenants can participate
- People can rent up to three bedrooms or entire residence
- People who live in secondary suites can also participate, as long as the secondary suite is their principal residence
- An entire home can be rented as a short-term rental if owner/tenant is away - to a maximum of 180 nights per year
- People who rent their homes short term must register with the City and pay \$50
- Companies such as Airbnb must become licensed and pay a fee of \$5,000, plus \$1/night booked through the platform

VANCOUVER

<http://vancouver.ca/doing-business/short-term-rentals.aspx>

Definition

“A short-term rental (STR) is a home, or a room in a home, that is rented for less than 30 days at a time.”

Goal

Through its short term rental regulations, the City of Vancouver is seeking to accomplish the following:

- **Long Term Rental Supply:** Protect the supply and affordability of long term rental housing for Vancouver residents.
- **Health and Safety:** ensure residential space rented as tourist accommodation meets Building Bylaw and Property Use standards.
- **Neighbourhood Fit:** Maintain quality of life and safety in residential neighbourhoods and buildings.
- **Tax and Regulatory Equity:** Treat accommodation providers equitably from a tax and regulatory perspective.
- **Supplemental Income:** allow residents to earn income from renting their home occasionally.
- **Tourism:** Support growth in tourism and Vancouver’s ability to support peak tourism season and to host major events.
- **Compliance:** design a regulatory, licensing and enforcement system that is easy to understand, inspires high levels of voluntary compliance and has effective means of preventing unlawful behaviour.

Key Points

- Short-term rentals are allowed starting April 2018 – but not before.
- Homeowners and renters will only be allowed to list their principal residences, defined as where you live most of the year, pay

142

your bills, cook your meals, and receive government mail.

- Vancouver residents will not be permitted to apply for licences to list secondary suites like basement apartments or laneway homes, or second homes (unless they are the person's principal residence).
- Annual licensing fee of \$49 each year; anyone operating a short-term rental must list the licence number in online advertisements.

NEW ORLEANS (USA)

<https://www.nola.gov/short-term-rentals/>

Definition

“Short term residential rental” means a dwelling unit located within the city that is rented as, or held out as being used as, a shared housing unit, bed-and-breakfast establishment or vacation rental.”

Key Points

- There are three license categories:
 - Accessory – rooms in principle residence or secondary unit; no limit on number of days it can be rented in a year; maximum of three guests per bedroom, with a maximum of six guests in total.
 - Temporary – entire residence; can be rented for a maximum of 90 days per year; maximum of two people per bedroom, with a maximum of ten guests in total.
 - Commercial – entire unit in non-residential district; no limit on the number of days it can be rented in a year; maximum of ten guests.
- The license placard provided by Safety and Permits must be prominently displayed on the front facade of the structure in a location clearly visible from the street during all periods of occupancy.
- Airbnb must collect taxes from their hosts.
- Short-term rentals are banned in the tourism centric French Quarter.
- Short-term rentals are not permitted outdoors, in an accessory structure (e.g. shed, garage, etc.), or in a recreational vehicle.
- Only one party of guests are permitted per short-term rental.
- Use of the short-term rental for any commercial or social events is prohibited.

- The short-term rental shall outwardly appear as a residential dwelling.
- Short-term rentals shall not adversely affect the residential character of the neighborhood nor shall the use generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of his or her residence.

Chicago (USA)

Shared Housing Ordinance:

<https://www.cityofchicago.org/content/dam/city/depts/bacp/ordinances/sharedhousingordinanceversionfinal.pdf>

Definitions

“Shared housing host” means an owner or tenant of a shared housing unit who rents such unit to guests.

“Shared housing unit” means a dwelling unit containing 6 or fewer sleeping rooms that is rented, or any portion therein is rented, for transient occupancy by guests. The term “shared housing unit” shall not include: (1) single-room occupancy buildings; (2) hotels; (3) corporate housing; (4) bed-and-breakfast establishments, (5) guest suites; or (6) vacation rentals.

Goal

To strengthen protections for consumers and quality of life while generating new revenue to invest in supportive services and housing for the homeless.

Key Points

- Chicago has created two categories of platforms and has different requirements for each:
 - “intermediaries” (e.g., Airbnb) that primarily list shared housing units registered with the City on the company’s platform; and
 - “advertising platforms” (e.g., HomeAway) that primarily list licensed vacation rentals or bed-and-breakfasts on the company’s platform, and do not receive rental or revenue data from hosts.
- Chicago limits short-term rentals in the different types of units as follows, though hosts can seek exemptions from these rules from the city:
 - **single-family homes:** only primary residences can be rented;
 - **multi-family homes** (i.e. 2-4 units): only primary residences can be rented and a limit of one rental unit per building will apply; and
 - **multi-unit buildings** (i.e. 5+ units): a limit of one-quarter of the total number of dwelling units in the building or 6 rental units, whichever is less, will apply.

- Primary residence is defined as a dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption
- There is a “one-strike-and-you’re-out” rule for certain “egregious conditions” (e.g. violent acts, drug trafficking, gang-related activity, improper commercial activity including large parties) and a “three-strikes-and-you’re-out” rule for units that cause a disturbance due to certain incidents (e.g. noise, public drunkenness, harassment of passersby, loitering; overcrowding).
- The City will establish an “**ineligible list**” and ensure that these units are not allowed to operate. This list will prohibit the properties of problem landlords, building code scofflaws, and units that are subject to an order to vacate or that have been deemed a public nuisance from being listed on the site.
- Cooperative buildings, condominium buildings, and buildings governed by a homeowner’s association, regardless of size, along with owners of buildings with five or more units are able to request to be added to a “**prohibited buildings**” list to establish short-term rental activity as illegal in their buildings. The City screens unit registrations to determine if any are located in these buildings and, if so, take enforcement action to remove the units from the registry.
- The legal voters of any precinct within the City that contains residentially zoned property may petition their local alderman to introduce an ordinance establishing that precinct as a restricted residential zone, with different levels of restriction available.

145

46

RESOURCES

Ontario by-laws

Town of The Blue Mountains: [BY-LAW NO. 2009-04](#)

Town of Niagara-on-the-Lake: [BY-LAW NO. 4634-13](#)

Other jurisdictions

New Orleans, USA: [Short Term Rentals](#); [Licensing Ordinance](#); [Zoning Ordinance](#)

Chicago, USA: [Ordinance](#), [Summary](#)

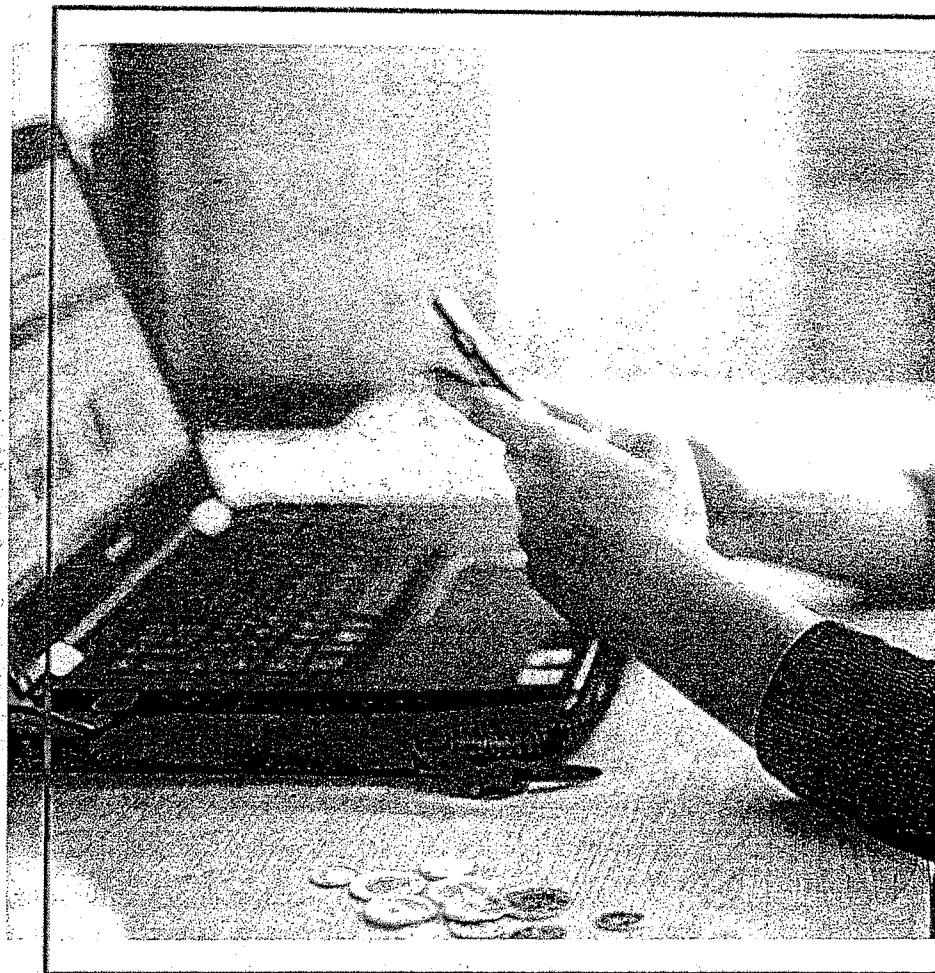
Mowat Centre Research

[What to do about Airbnb? Four things Ontario should consider in the move to regulate home-sharing](#)

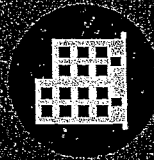
[Regulating Disruption: Governing in an era of rapid technological change](#)

Canadian Centre for Policy Alternatives

[Regulating Airbnb and the Short-Term Rental Market](#)



THE HOME-SHARING GUIDE FOR MUNICIPALITIES



Ministry of Finance

2018

ISBN 978-1-4868-1277-6 (Print)

ISBN 978-1-4868-1278-3 (PDF)

Collingwood Zoning By-law

TERM	DEFINITION
Attic	The space between the roof and the ceiling of the top storey or between a dwarf wall and a sloping roof.

TERM	DEFINITION
B	
Balcony	A platform located above the first storey of a building that is intended as an outdoor amenity space.
Basement	One or more storeys of a building located below the first storey.
Bay Window	A window projecting more than 0.3 m from the exterior wall of the building that is wholly above the level of the interior floor surface, but does not otherwise add gross floor area to the building.
Bed and Breakfast	A type of home occupation engaged in providing short-term accommodation.
Bicycle Space	That portion of a lot used exclusively for the temporary parking of bicycles.
Boarding Home	The use of land or building for establishments primarily engaged in operating rooming and boarding homes. These establishments provide rooms, which are not separate dwelling units, for residential accommodation and serve as a principal residence of the occupants. These establishments may also provide complementary services, such as housekeeping, meals, and laundry services. A boarding home shall consist of a minimum of three rooms for rent to a maximum of ten rooms for rent.
Boat	Any personal watercraft or similar vessel that is designed and intended to permit the operator the ability to travel upon the surface of water.
Boat House	An accessory building for the storage of a boat and associated marine equipment.
Boat Slip	An area for the mooring or berthing of a boat and may form a part of a dock, boat house or other mooring facilities.
Brewery	The use of land or building for establishments primarily engaged in brewing beer, ale, malt liquors and non-alcoholic beer.

Collingwood Zoning By-law

TERM	DEFINITION
Senior Citizen Housing	The use of land or building for senior citizens sponsored and administered by any public agency or service club, church or other non-profit organization, which obtains its financing from federal, provincial, county or municipal governments, or agencies, or by public subscription or donation, or by any combination thereof.
Sensitive Land Use	The use of land or building for an agricultural use or other use, an institutional use, a parkland use or a residential use within the meaning of the <i>Environmental Protection Act</i> , R.S.O. 1990, Chapter E. 19, Ontario Regulation 153/04, as amended.
Separation Distance	The shortest linear distance measured between the foundation of more than one building, or where the building has no foundation, to the exterior walls of the building.
Setback	The horizontal distance, uncovered and unoccupied from the ground to the sky, as may be required by the provisions of this Zoning By-law.
Shopping Centre	The use of land or building where a group of commercial establishments conceived, designed, developed, operated and managed as an interdependent and inter-related unit by a single owner or tenant, in which access by the general public is obtained from the outside through a common entrance or entrances to an internal, covered, common, climate-controlled mall or corridors onto which each individual commercial establishment shall front.
Short Term Accommodation	The use of dwelling unit, or any part thereof, that is operating or offering a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period of 30 consecutive calendar days or less, throughout all or any part of a calendar year.
Sight Triangle	A theoretical triangular area that is clear of any visual obstruction and is formed between points measured along a lot line a prescribed distance from the intersection of a street or highway.
Silviculture	The use of land or building for the development, maintenance or harvesting of a wooded area.
Similar Use	A use of land or building for a purpose which is not specifically mentioned within this Zoning By-law as a permitted use, but which is determined to be similar to the permitted use.
Solar Equipment	Any device used for the collection of solar radiation for heating, cooling or electric power generation purposes.



Collingwood Zoning By-law

4.21 Phased Condominiums

- 4.21.1 Unless provided elsewhere, where a plan of condominium is proposed to be developed as a phased condominium as defined and set out in the *Condominium Act*, S.O. 1998, Chapter 19 the lands shall be considered as one singular property for the purpose of determining conformity with the provisions of the Zoning By-law and temporary lot lines created as a result of the phasing shall not be considered.

4.22 Dwelling Units


- 4.22.1 Unless provided elsewhere, the number of detached dwelling units permitted on a lot shall be a maximum of one (1).
- 4.22.2 Except for a bed and breakfast, no dwelling unit shall be used as short-term accommodation.

4.23 Existing Undersized Lots

- 4.23.1 Unless provided elsewhere in this Zoning By-law, an existing lot having less lot area or lot frontage than required in a zone may have a main building constructed, or a main use established, subject to conformity with all other applicable provisions of the Zoning By-law.

4.24 Height Exemptions

- 4.24.1 Unless provided elsewhere in this Zoning By-law, and without limiting the foregoing, a steeple, a flag pole, a clock tower, an antenna or telecommunication tower, a chimney, a parapet, decorative architectural features, a water tank or traffic signal or exterior lighting under the jurisdiction of a public authority, a grain elevator, a storage bin, a bulk storage tank, a hydro pole or pylon, a crane, a mechanical room, a wind turbine, HVAC equipment or solar equipment or similar structures shall be exempt from the height provision applicable in the zone.

 **4.25 Bed and Breakfast**

- 4.25.1 A bed and breakfast shall be permitted subject to compliance with the following provisions.
- 4.25.2 The bed and breakfast shall only be located in a single detached dwelling.
- 4.25.3 The number of guest rooms available for occupancy shall be a maximum of three (3).
- 4.25.4 The bed and breakfast shall not occupy the entire gross floor area of the single detached dwelling.
- 4.25.5 The proprietor of the bed and breakfast shall reside in the single detached dwelling. A minimum of one (1) bedroom in the single detached dwelling shall be for the exclusive use of the proprietor.

Collingwood Zoning By-law

- 4.25.6 In addition to the proprietor, one (1) additional person who is not an occupant of the single detached dwelling may be employed by the bed breakfast.
- 4.25.7 A bed and breakfast generally includes the serving of prepared food to guests.
- 4.25.8 When there is two or more guest rooms offered for rent, a buffer area shall be required where the driveway abuts a mutual lot line. No buffer area is required where the driveway abuts a highway, street or lane.
- 4.25.9 A bed and breakfast shall only be permitted in a single detached dwelling that is connected to both a municipal water supply system and a municipal sanitary sewer.
- 4.25.10 A bed and breakfast may be permitted in a single detached dwelling where a municipal water supply system and/or a municipal sanitary sewer is unavailable, provided that it can be demonstrated to the satisfaction of the Town of Collingwood that the applicable provisions of the Ontario Building Code are met.

4.26 Lots abutting County Roads or Provincial Highways

- 4.26.1 In addition to those setbacks required under this Zoning By-law, where a lot abuts a street under the jurisdiction of the County of Simcoe or the County of Grey, the setbacks required by the County of Simcoe or the County of Grey shall also apply.
- 4.26.2 All development located in proximity of the existing Highway No. 26 or the realigned Highway No. 26 is within the Ministry of Transportation permit control area and, is subject to the approval of the Ministry.
- 4.26.3 Any owner of a lot located in proximity of the existing Highway No. 26 or the realigned Highway No. 26 is advised that Ministry permits must be obtained prior to any construction being undertaken within the Ministry's permit control area.
- 4.26.4 In addition to those setbacks required under this Zoning By-law, where a lot abuts a provincial highway, the setbacks required by the Ministry of Transportation shall also apply.
- 4.26.5 Where there is a conflict between the provisions of this Zoning By-law and the required setback provisions of the Ministry, the provisions of the Ministry shall prevail to the extent of the conflict.

4.27 Increased Yards abutting Arterial and Collector Roads

- 4.27.1 The streets or highways outlined in Table 4.27.3.1, entitled Arterial and Collector Roads, are subject to a road widening. Any lot abutting an arterial or collector road that is the subject of a road widening shall have an enhanced required yard or setback.

Collingwood Zoning By-law

Table 4.38.7.1 Recreational Vehicle Setbacks

All Residential Zones	Required Minimum Setback
Front Yard	Same as that required for a main building
Exterior Side Yard	Same as that required for a main building
Interior Side Yard	1.0 m
Rear Yard	1.0 m

- 4.38.8 Despite the Table above, a recreational vehicle, other than a snowmobile, may be stored in a required front yard or exterior side yard from April 1 to October 31, provided that the recreational vehicle is stored on a driveway.
- 4.38.9 Despite the Table above, the only recreational vehicle that may be stored in a required front yard or exterior side yard from November 1 to March 31 is a snowmobile, provided that the snowmobile is stored on a driveway.



4.39 Home Occupation

- 4.39.1 A home occupation shall be a permitted use in any zone where a dwelling unit is a permitted use, subject to compliance with the following provisions. Where the home occupation is a bed and breakfast the provisions of General Provision 4.25 shall apply.
- 4.39.2 A home occupation may include, without limiting the foregoing, the practice of domestic arts, the private teaching of music or academics, and the conducting of a business or trade or manufacturing use, an artist, a private home day care or pet grooming.
- 4.39.3 A home occupation shall not include any noxious trade, business or manufacturing use.
- 4.39.4 The number of home occupations permitted per dwelling unit shall be a maximum of one (1).
- 4.39.5 The proprietor of the home occupation must reside within the same dwelling unit as where their home occupation is being conducted.
- 4.39.6 In addition to the occupant of the dwelling unit, one (1) additional person who is not an occupant of the dwelling unit may be employed by the home occupation.
- 4.39.7 If the home occupation includes the giving of instruction or teaching of any kind, the number of students or clients being instructed or taught at any given time shall be a maximum of three (3).
- 4.39.8 Home occupations are not permitted outside storage or outside display and sale. One (1) trailer used as part of the home occupation is permitted subject to the provisions of General Provision 4.38.

Collingwood Zoning By-law

- 4.39.9 Any internal display and sale of goods and materials accessory to the home occupation shall not be more than a maximum of 10 m² of the area used by the home occupation.
- 4.39.10 The home occupation shall be conducted within any part of the dwelling unit, or within a fully enclosed detached accessory building on the same lot as the dwelling unit, but may not be carried on in both at any given time.
- 4.39.11 A home occupation shall be a maximum of 25% of the gross floor area of the dwelling unit.
- 4.39.12 A home occupation conducted within a detached accessory building shall be a maximum of 20 m² of the floor area of the detached accessory building.

4.40 Accessory Apartments*Accessory Apartments*

- 4.40.1 An accessory apartment may be constructed on a lot in compliance with the following provisions.
- 4.40.2 An accessory dwelling unit shall only be constructed inside of a single detached or a semi-detached dwelling on a lot with a minimum lot frontage of 10.0 m on a public street.
- 4.40.3 The number of accessory apartments permitted inside of a single detached or semi-detached dwelling shall be a maximum of one (1).
- 4.40.4 An accessory apartment shall not be permitted where a second unit already exists on the lot.
- 4.40.5 The maximum floor area of an accessory apartment shall be 40% of the gross floor area of the single detached dwelling or semi-detached dwelling.
- 4.40.6 An accessory apartment shall have an independent and direct access to the exterior of the dwelling, but may have a shared hallway with dwelling.
- 4.40.7 An accessory apartment shall only be permitted within a dwelling that is connected to both a municipal water supply and municipal sanitary sewer.
- 4.40.8 An accessory apartment may be permitted within a dwelling where a municipal water supply system and/or a municipal sanitary sewer are unavailable, provided that it can be demonstrated to the satisfaction of the Town that the applicable provisions of the Ontario Building Code are met.



THE CORPORATION OF THE TOWN OF PENETANGUISHENE

BY-LAW NUMBER 2022-58

Being a By-law to License, Regulate and Govern Short-term Rental Accommodations

WHEREAS the Council of the Town of Penetanguishene may, pursuant to the *Municipal Act*, 2001 S.O. 2001, c. 25, as amended, enact by-laws for the licensing, regulating and governing of businesses and occupations in the Town of Penetanguishene;

AND WHEREAS pursuant to *Municipal Act*, Part II, section 8. (1), a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS pursuant to *Municipal Act*, Part II, Section 8 (3), authorizes a municipality to:

- a) Regulate or prohibit respecting the matter;
- b) Require persons to do things respecting the matter;
- c) Providing for a system of licenses respecting the matter.

AND WHEREAS pursuant to *Municipal Act*, Part II, Section 9, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to *Municipal Act*, Part II, Section 11 (2), paragraph 6 of the *Municipal Act*, authorizes a municipality to pass a By-law respecting the health, safety and well-being of Persons;

AND WHEREAS pursuant to *Municipal Act*, Part II, Section 23.1 authorizes a municipality to delegate its powers and duties;

AND WHEREAS pursuant to *Municipal Act*, Part IV, Section 151, provides that a municipality may provide for a system of Licenses with respect to a business and may:

- a) Prohibit the carrying on or engaging in the business without a License;
- b) Refuse to grant a License or to revoke or suspend a License;
- c) Impose conditions as a requirement of obtaining, continuing to hold or renewing a License;

- d) Impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a License;
- e) Impose conditions, including special conditions, as a requirement of continuing to hold a License at any time during the term of the License; and
- f) License, regulate or govern real and Personal Property used for the business and the Persons carrying it on or engaged in it;

AND WHEREAS pursuant to Section 434.1 of the Municipal Act, a municipality has the authority to impose a system of administrative penalties and fees as an additional means of encouraging compliance with this By-law;

AND WHEREAS the Council of the Corporation of the Town of Penetanguishene deems it desirable that such licensing, regulation and governing takes place with regard to the Short-term Rental Accommodation as defined in this By-law;

NOW THEREFORE the Council of the Town of Penetanguishene hereby enacts as follows:

1. DEFINITIONS

For the purposes of this By-law:

- 1.1 **“Accessory Building or Structure”** means a detached building or structure, the use of which is incidental to, subordinate to and exclusively devoted to the principal use in the main building located on the same lot.
- 1.2 **“Administrative Monetary Penalty”** means a monetary penalty imposed for a contravention of this By-law and as set out in By-law 2022-___, as amended
- 1.3 **“Agent”** means a person duly appointed by an owner or the Town to act on their behalf.
- 1.4 **“Applicant”** means the person applying for a License or renewal of a License under this By-law.
- 1.5 **“Building”** means a structure occupying an area greater than (10) ten square metres consisting of a wall, roof and floor or any of them or a structure system serving the function thereof including all associated works, fixtures and service systems.
- 1.6 **“Committee”** means a committee of individuals which has been delegated, by the Town of Penetanguishene, the responsibility of handling appeals, suspensions, and revocations of Licenses under this by-law.
- 1.7 **“Corporation”** means a body incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990 c. B. 16, of the *Corporations Act*, R.S.O. 1990, c. C. 38;

- 1.8 **"Dwelling Unit"** means one or more habitable rooms designed, occupied or intended to be occupied as living quarters as a self-contained unit and shall, at a minimum, contain sanitary facilities, a kitchen and accommodation for sleeping.
- 1.9 **"Existing"** means existing as of the date this by-law takes effect.
- 1.10 **"Fee"** means a Fee as set forth in the Fee's and Charges By-law which is not prorated and non-refundable.
- 1.11 **"Guest Room"** means a room offered for short-term rental accommodation intended primarily for overnight occupation, which conforms to the standards for a bedroom, as set forth by the Ontario Building Code. A Guest Room shall not include any tent, trailer, boat, or any other similar structure.
- 1.12 **"License"** means the License issued under this by-law as proof of licensing under this by-law.
- 1.13 **"Licensed"** means to have in one's possession a valid and current license issued under this by-law and unlicensed has the contrary meaning.
- 1.14 **"Licensee"** means a Person who holds a License or is required to hold a License under this by-law.
- 1.15 **"Licensing Officer"** means any person or persons provided the authority by the Town to issue a license under this by-law.
- 1.16 **"Non-Conforming Use"** means an existing use that is not permitted use in the zone in which that said use is situated as of the date of passing of this by-law.
- 1.17 **"Nuisance"** means an activity or behavior that causes a material inconvenience, discomfort, or damage to others; either to individuals and/or to the general public.
- 1.18 **"Occupant"** means a person that intends to use the Short-term Rental Accommodation for overnight lodging but shall not include daily visitors to the property.
- 1.19 **"Officer"** means a Police Officer, Fire Inspector, Building Inspector, Zoning Examiner, Municipal Law Enforcement Officer.
- 1.20 **"Owner"** means the Person holding title to the Property on which the Short-term Rental Accommodation is located, and "Ownership" has a corresponding meaning.

- 1.21 **“Parking Area”** means an area of land, accessory to a permitted use, not located within a street or highway that is used for the parking of motor vehicles that bear a license plate with a currently valid sticker, but shall not include any area where motor vehicles, commercial motor vehicles or tractor trailers for sale, maintenance or repair are kept or stored.
- 1.22 **“Person”** means an individual, a Corporation, a partnership, or an association, and includes a Licensee or an Applicant for a License under this by-law as the context requires.
- 1.23 **“Property”** means the land upon which a Short-term Rental Accommodation is operated, exclusively of buildings or structures or any part thereof.
- 1.24 **“Renter”** means the person responsible for the rental of the Premise by the way of concession, permit, lease, license, rental agreement or similar commercial arrangement.
- 1.25 **“Renter’s Code of Conduct”** means a document, as set forth in Schedule “A” that has been prepared by the Town that prescribes the roles and responsibilities of the renter, including but not limited to behavioral expectations as they relate to non-disturbance of neighbours, compliance with applicable Town by-laws, and adherence to the provisions of this by-law.
- 1.26 **“Responsible Person”** means the owner (must be 18 years of age) or agent assigned by the owner or licensee of the Short-term Rental Accommodation dwelling to ensure the Short-term Rental Accommodation dwelling is operated in accordance with the provisions of this By-law, the license, and all other applicable laws.
- 1.27 **“Short-term Rental Accommodation”** means a dwelling or dwelling unit, that in whole or in part, is rented or available for rent with the intention of financial compensation for an occupancy period of not more than 28 consecutive days but shall not include a bed and breakfast establishment, hotel, motel or any other use otherwise defined by the Town’s Zoning By-law.
- 1.28 **“Town”** means the Corporation of the Town of Penetanguishene.
- 1.29 **“Zoning By-law”** means the Town of Penetanguishene Zoning By-law 2000-02, as amended, or any successor comprehensive Zoning By-law, as amended.

2. ADMINISTRATION:

- 2.1 The Licensing Officer shall be responsible for the administration of this by-law.

- 2.2 Officers shall be responsible for the enforcement of this by-law.
- 2.3 Upon receipt of an application for a License, a Licensing Officer shall perform the following functions:
- Receive and review the application in conjunction with any provisions of this by-law, and
 - Ensure the relevant Officers have carried out the necessary inspections to satisfy the Town that the Premises is in compliance with the provisions of this by-law.
- 2.4 Applications for license and issued licenses, along with the legal description, civic address and associated owner, responsible person contact information will be posted on the Town website.
- 2.5 Persons who own, operate, License or offer a Premises for short-term accommodation as of the effective date of this By-law, must file an application for a license under this by-law.

3. **PROHIBITIONS**

- 3.1 No person shall use or operate any Short-term Rental Accommodation dwelling unless he or she holds a current license issued pursuant to this by-law.
- 3.2 No person shall use or operate any Short-term Rental Accommodation dwelling with a revoked, suspended, or expired license.
- 3.3 No person shall advertise a Short-term Rental Accommodation without a license.
- 3.4 No person shall violate the provisions of the Renter's Code of Conduct attached as Schedule "A" to this by-law.
- 3.5 No person shall transfer or assign a license issued under this by-law.
- 3.6 The maximum number of Persons, including but not limited to residents or occupants, permitted to stay overnight lodging on any license premise, shall be restricted to 2 persons per guest room and be delineated on the required floor plan. Rooms with murphy beds or pullout couches shall be included as a guest room. Licensee shall not operate with occupancy loads greater than eight (8) persons.
- 3.7 No licensee shall rent any guest room in a Short-term Rental Accommodation dwelling other than a guest room that was identified and approved as such on the floor plans submitted with the application for the Short-term Rental Accommodation License.

- 3.8 The provisions of this section shall not apply when the Short-term Rental Accommodation is not rented.
- 3.9 Short-term Rental Accommodations shall comply with all applicable Municipal By-laws and provincial legislation.

4. TERM AND RENEWAL OF LICENCES AND REGISTRATIONS

- 4.1 A license or registration issued pursuant to the provisions of this by-law shall be for a period of the year in which it is issued and shall expire on the 30th day of April in each calendar year, or
- a) Upon the sale or transfer of the Short-term Rental Accommodation dwelling to a person other than a licensee;
 - b) A Short-term Rental Accommodation license cannot be assigned or transferred from the Licensee to another party;
 - c) The license has been revoked in accordance with the provisions of this by-law.
- 4.2 Where a person holding a license registration issued under this by-law fails to apply for the renewal of their license or registration by the date required, the person shall pay a late renewal administration fee in addition to all other applicable fees.
- 4.3 Where a person holding a license or registration issued under this by-law fails to renew it within 90 days of the renewal date, it shall be cancelled, and the person shall be required to apply for a new license or registration under this by-law and pay all applicable fees.

5. LICENSING REQUIREMENTS

- 5.1 Every application for a new License, or the renewal of an existing License, shall include:
- a) A completed application in the form required by the Town, which shall include each Owner, Applicant and/or Agent's name, address, telephone number, and email address;
 - b) In the instance of an applicant or agent acting on behalf of the owner, an owner's written authorization permitting the applicant or agent to act on their behalf;
 - c) Proof of Ownership for the Premise;
 - d) Proof that the Applicant is at least eighteen (18) years of age, if the Applicant is an individual;
 - e) Proof that the Applicant, if a Corporation, is legally entitled to conduct business in Ontario, including but not limited to:

- i. An article of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or the Government of Canada; and
 - ii. A list containing the names of all shareholders of the Corporation;
 - iii. In the case of an Applicant being a partnership, the names and addresses of each member of the partnership as well as the name under which the partnership intends to carry on business;
 - iv. In the case of an Applicant or Agent acting on behalf of the Owner, an Owner's written authorization.
- 5.2 Proof of insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for Property damage and bodily injury and identifies that a Short-term Rental Accommodation is being operated on the Property. The insurance coverage required herein shall be endorsed to the effect that the Town shall be given at least 10 days' notice in writing of any cancellation or materials variation to the policy.
- 5.3 Every person shall operate a Short Term Rental Accommodation in accordance with the approved site plan and floor plan, drawn to scale and fully dimensioned of the Premises included:
- a) The location of all buildings and structures on the Property;
 - b) The use of each room;
 - c) Location of smoke detection and early warning devices;
 - d) Location of fire extinguishers;
 - e) All entrances/exits to and from the building;
 - f) Exterior decks that are appurtenant to the Premises; and related site amenities including dimensioned parking spaces, and other buildings or structures on the Property.
 - g) Septic and well locations, if applicable.
- 5.4 A Licensee shall provide to the Town the name and contact information of the Owner or Owner's Agent (responsible person) who can readily be contacted within thirty (30) minutes and respond to an emergency or contravention of any Town By-law and shall make the responsible person available on site of the Short-term Rental Accommodation dwelling within sixty (60) minutes of being notified of the occurrence.
- 5.5 Where the dwelling unit containing the STR is serviced by private well and/or septic, proof must be provided, to the satisfaction of the Town, that the private water and septic system are of an adequate capacity to accommodate the maximum occupancy of the unit and further, that such private services comply with all Provincial standards for portable water and septic systems.
- 5.6 Payment of the applicable fees as noted within the Town's Fee By-law.
- 5.7 The Licensee shall be responsible for informing the Town in writing of any changes to the approved information contained within the license

application or any deviation to the approved plans within seven (7) days of such change or deviation. Nothing herein allows a Licensee to rent rooms other than those identified and approved on the floor plans submitted with the application for a License unless the Town has approved same.

- 5.8 Copies of documentation supporting the application for legal non-conforming status for the operation of a Short-term Rental Accommodation to the satisfaction of the Licensing Officer (e.g. documents verifying financial contributions of the rental and/or other documents as may be applicable).
- 5.9 A Licensee must ensure that any listing, advertisement, etc. includes the corresponding License number issued by the Town.
- 5.10 A Licensee shall be an Owner who is an individual or group of individuals and not a corporation, partnership, or business, except where section 5.11 applies.
- 5.11 Corporate Owners may be permitted to become a Licensee at the discretion of the Licensing Officer, if staff is satisfied in its sole discretion that the property is used and held primarily for residential purposes.

6. SITE REQUIREMENTS

- 6.1 The provision of parking on the site plan drawing shall be in compliance with the parking provisions as set forth in the Town Zoning By-law.
- 6.2 No person shall park a vehicle other than in a parking area which consists of a hard-surfaced driveway (gravel, paved, concrete, interlock or similar hard surface).
- 6.3 Every person shall make the following available to guests:
 - a) A copy of the current license retained on site of the Short-term Rental Accommodation dwelling and available for inspections by Town staff.
 - b) A copy of the current Town Noise By-law.
 - c) A copy of the current Parking provisions for Short-term Rental Accommodation dwellings as described in the Town's Zoning By-law, as amended.
 - d) A copy of the approved floor plans identifying the rooms and also showing exits and fire escape routes.
 - e) A copy of the Renters Code of Conduct.
- 6.4 All Short-term Rentals Accommodation dwelling units must provide a class ABC fire extinguisher in any cooking area and a class BC or better on each floor of the unit.

7. INSPECTION

- 7.1 It is the responsibility of any Person applying for a License to contact the Town for an inspection, which shall ensure compliance with the following where applicable:
- Provisions of this by-law;
 - Ontario Building Code Act, 1992, S.O. 1992 c.23 ("Building Code Act")
 - Ontario Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 ("Fire Protection and Prevention Act")
 - Property Standards By-law;
 - Zoning By-law;
 - Any other municipal by-laws or provincial legislation that may affect the status of the application.
- 7.2 During the inspection process, all relevant departments of the Town may provide comment on any known matters that would assist with determination of license eligibility.

8. ISSUANCE OF LICENSE SUSPENSION AND GROUNDS FOR REFUSAL

- 8.1 The Licensing Officer shall have the authority to issue, refuse to issue or renew a License, to revoke or suspend a License, or to impose terms and conditions on a License.
- 8.2 The Licensing Officer may refuse to issue or renew a License where:
- if, in the opinion of the Licensing Officer in his, her, or their absolute discretion, that the use of the Property for Short Term Rental Accommodation is likely to cause a significant public nuisance due to excessive noise, violations of applicable property standards or property maintenance, or other reasons;
 - A License has been previously revoked, suspended, or made subject to terms and conditions;
 - A Person applying for a License has presented a history of contravention with this By-law or other Town By-laws;
 - The Renter's Code of Conduct (Schedule "A") has been violated;
 - The proposed use of the Premises is not permitted by the Zoning By-law;
 - The Owner is indebted to the Town in respect of fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding Property taxes and late payment charges, against an Owner's Property;
 - The Property to be used for carrying on the trade, business or occupation does not with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, the Building Code Act, the Fire Protection Act, and the Electricity Act.

- 8.3 The Licensing Officer may revoke a license where three (3) or more contraventions or complaints have been received by the Town within a six (6) month period or where four (4) or more contraventions or complaints have been received by the Town within a twelve (12) month period. The validity of a complaint is at the discretion of the Officer based on an investigation of the complaint.
- 8.4 The Licensing Officer, if satisfied that the continuation of a License poses a danger to the health or safety of any Person, may, for the time and such conditions as are considered appropriate, suspend a License for not more than fourteen (14) days. If after this period, the Licensing Officer is satisfied that the continuation of a License will continue to pose a danger to the health or safety of any Person, he/she may further suspend for not more than fourteen (14) days or revoke a License.
- 8.5 The Licensing Officer may revoke a license if it was issued in error or granted based on incorrect or false information.

9. **APPEAL**

- 9.1 Where the Licensing Officer has denied an Applicant a License, a renewal of a License, or has suspended or revoked a License, the Licensing Officer shall inform the Applicant or Licensee by way of written notice setting forth the grounds for the decision with reasonable particulars and shall advise of the right to appeal such decision to the Committee.
- 9.2 A person may appeal to the Committee in relation to the matter of notice in subsection (1). Appeals will not be permitted for any matters that have already been heard by the Committee. A request for an appeal shall be made in writing to the Licensing Officer, setting forth the reasons for the appeal, within 14 business days after service of the written notice and payment of the required appeal fee (Fees and Charges By-law).
- 9.3 Where no request for an appeal is received in accordance with subsection (2), the decision of the Licensing Officer shall be final and binding.
- 9.4 Where a request for an appeal is received, a hearing of the Committee shall be convened, and the Applicant of License shall be provided reasonable written notice thereof.
- 9.5 After such opportunity to be heard is afforded, the Committee shall make a decision. When making its decision the Committee may consider any matter pertaining to this by-law, or other matter that relates to the general welfare, health or safety of the public. When making its decision, the Committee may refuse to issue, or renew a License, revoke, suspend, or impose any condition to a License. The Committee's decision is final and binding and shall not be subject to review.

9.6 Where the Committee conducts a hearing, the rules set in the Statutory Powers Procedure Act, R. S.O. 1990, c. S.22 ("Statutory Powers Procedure Act") shall apply.

10. ORDERS

10.1 If an Officer is satisfied that a contravention of this By-law has occurred, the Officer may make an Order requiring the person who contravened this By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to take actions to correct the contravention.

10.2 The Order shall set out:

10.2.1 Reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred.

10.2.2 The work to be completed and the date by which the work must be complete.

10.3 An Order may be served personally upon the person to whom it is directed to or sent by regular mail to the address shown on the last revised assessment roll or to the last known address.

10.4 An Order under Section 10.1 may require action be taken even though the facts which constitute the contravention of this by-law were present before this By-law making them a contravention came into force.

10.5 No person shall fail to comply with an Order issued pursuant to Section 10.1.

10.6 If an Officer is satisfied that a contravention of this by-law has occurred, the Officer may make an order, known as a Discontinue Activity Order, requiring the person who contravened this by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity.

10.7 The Discontinue Activity Order shall set out:

10.7.1 Reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred.

10.7.2 The date by which there must be compliance with the Discontinued Activity Order.

- 10.8 A Discontinue Activity Order may be served personally upon the person to whom it is directed to or sent by regular mail to the address shown on the last revised assessment roll or to the last known address.
- 10.9 No person shall fail to comply with a Discontinue Activity Order issued pursuant to Section 10.6.
- 10.10 In the event the Officer is unable to serve an Order under the provisions of this By-law, the Order shall be posted in a conspicuous place on the property, and the placing of the Order shall be deemed to be sufficient service of the Order on the property owner.
- 10.11 An Order under this by-law may require work to be done even though the facts which constitute the contravention of this by-law were present before this by-law came into force.

11. ENTRY AND INSPECTION

- 11.1 An Officer, or their designate may at reasonable times, enter upon lands, premises, buildings or place where a License has been issued under this By-law, for the purposes of carrying out an inspection, taking photographs and obtaining evidence to determine compliance to this By-law.
- 11.2 Every person shall permit the Officer, or their designate to inspect any land for the purpose of determining compliance with this By-law.
- 11.3 The Town's power of entry may be exercised by an Officer, or Agent for the Town and this person may be accompanied by any person under their direction, including Law Enforcement Services.
- 11.4 During any inspection carried out under this By-law, an Officer may be accompanied by other Town of Penetanguishene employees, Agents or authorities as deemed necessary.
- 11.5 The Town may undertake an inspection pursuant to an order issued under provisions of this By-law or Section 438 of the *Municipal Act*.
- 11.6 It is responsible of any person applying for a License to either, contact the Town for an inspection or provide required documentation, which shall ensure compliance with the following where applicable:
- a) Provisions of this By-law;
 - b) Ontario Building Code Act, 1992, S.O. 1992, c.23;
 - c) Ontario Fire Protection Act, 1997, S.O. 1997, c.4;
 - d) Electricity Act, 1998, S.O. 1998, c. 15, Sched. A;
 - e) Applicable Zoning By-law;
 - f) Any other municipal by-laws or provincial legislation.

- 11.7 During the inspection process, all relevant departments of the Town may provide comment on any known matters that would assist with determination of License eligibility.
- 11.8 Inspections that requested by the Licensee at address violations under the by-law that confirm at the end of the inspection the violation remains against the Licensee, may be subject to pay a "Non-compliance Re-inspection Fee" as per the Fee & Charges By-law, which may be amended from time to time.

12. OBSTRUCTION

- 12.1 No person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer, Fire Official, Building Inspector exercising a power or performing a duty under this By-law.
- 12.2 Any person who has been alleged to have contravened any of the provisions of this By-law, shall identify themselves to the Officer, Fire Official or Building Inspector upon request, failure to do so shall be deemed to have obstructed or hindered the Officer, Fire Officer or Building Inspector in the execution of his duties.

13.0 ADMINISTRATIVE PENALTIES

- 13.1 Administrative Monetary Penalty By-law 2022-___, as amended, applies to this By-law.
- 13.2 Every Person who contravenes a provision of this By-law shall upon the issuing of a Penalty Notice under Administrative Monetary Penalty By-law 2022-___ is liable to pay the Town an Administrative Monetary Penalty for a first contravention, second contravention, and any contravention thereafter as set out it in the Administrative Monetary Penalty By-law 2022-___.
- 13.3 Any Person who is issued a Penalty Notice for a contravention of this By-law under the Administrative Monetary Penalty By-law 2022-___, as amended, shall not be charged under the Provincial Offences Act for the same contravention.

14. PENALTY PROVISIONS

- 14.1 Every Person who contravenes any provision of this by-law is guilty of an offence pursuant to the provisions of the Provincial Offences Act R.S.O. 1990, Chapter P.33, as amended, and upon conviction, a Person is liable to a fine of not more than \$5,000, exclusive of costs.
- 14.2 Every Person guilty of an offence under this by-law may, if permitted under the Provincial Offences Act, pay a set fine and the Chief Judge of

the Ontario Court Provincial division, shall be requested to establish set fines in accordance with Schedule "D" attached to this By-law.

- 14.3 Each individual contravention constitutes a new offence.
- 14.4 Each day a contravention continues constitutes a new offence.
- 14.4 Every Person, other than a company who contravenes any provision of this by-law, and every director of a Corporation who knowingly concurs in such contravention by the Corporation, is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.
- 14.5 Where a Corporation is convicted of an offence under this by-law, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.
- 14.6 Where a Person has been convicted for an offence under this by-law by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the Person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the Person convicted directed toward the continuation or repetition of the offence.

15. SEVERABILITY

- 15.1 If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this By-law and it is hereby declared that the remainder of this By-law shall be valid and shall remain in force.

16. SCHEDULES

- 16.1 That the following are attached hereto and form part of this Agreement:
 - a) Schedule "A"- Renter's Code of Conduct
 - b) Schedule "B"- Responsible Person Contact
 - c) Schedule "C"- Fee Schedule
 - d) Schedule "D"- Set Fines

17. SHORT TITLE

- 17.1 That this By-law shall be referred to as the "Short-term Rental Licensing By-law".

18. EFFECTIVE DATE


18.1 This By-law shall come into full force and effect on January 1, 2023.

19. REPEAL

19.1 That By-law 2022-39 is hereby repealed.

BY-LAW read a first, second and third time and finally passed by Council on the 9th day of November, 2022.


DEPUTY MAYOR Anita Dubeau


CLERK Stacey Cooper

Renter's Code of Conduct
Schedule A to By-law 2022-58

1. Premise of this Code

The purpose of the Renter's Code of Conduct is to acknowledge that Short-term Rental Accommodation premises may be permitted in residential neighbourhoods and that the permanent residents of these neighbourhoods have the right to enjoy their own properties without nuisance. Short Term Rental Accommodations shall not cause public nuisance.

It also outlines specific requirements for Short-term Rental Accommodations and imposes responsibilities for both Owners and Renters of such properties and that Owners bear the primary responsibility of conveying this information to renters of their property.

2. Objectives of this Code

The objective of this Code is to establish acceptable standards of behavior for renters and their guests, and to minimize any adverse social or environmental impacts on their neighbors and neighborhood.

3. Residential Area

The Renter acknowledges for themselves and on the behalf of others that they will be occupying a short-term rental accommodation.

4. Guiding Principles

The Guiding Principles for short term accommodation renters are:

- The premise that you are occupying is a home;
- Treat the premise as your own;
- Respect your neighbours; and,
- Leave it as you find it.

5. Maximum number of Renters and Guests

The maximum number of occupants within this dwelling that is being operated as a short-term rental accommodation shall not exceed _____ **occupants**. (Please note that the maximum number of occupants permitted under Bylaw 2022-58 is 8 Occupants or less based on the approved occupant number stated in the terms/conditions of your STR licence.)

The number of non-occupying guests permitted at a short-term accommodation premises must not be such that it may conflict with the neighbourhood, amenity and off-street and on-street parking capacities or restrictions.

6. Noise and Residential Amenity

No person shall make noise so as to cause a disturbance or conduct themselves in an antisocial behaviour. Examples of noise that is deemed to be a disturbance include:

- a) Loud music;
- b) Outdoor or backyard gatherings involving excessive noise;

Renter's Code of Conduct
Schedule A to By-law 2022-58

- c) Late or early hour disturbances; and,
- d) Yelling, shouting, hooting or other boisterous activity.

Renters and their guests are not allowed to disturb neighbours or interfere with their enjoyment of their properties, or the public realm, at any time of the day or night. Failure to comply with the conditions of the Towns Noise Bylaw (where applicable) or the Short-term Rental Accommodations Bylaw may result in enforcement action by the Town of Penetanguishene Bylaw Enforcement division, or the Ontario Provincial Police.

7. Municipal Bylaws

The Town of Penetanguishene has enacted and enforces regulatory bylaws that govern the use of properties, roadways and activities within the township. While renting a short-term rental accommodation you are required to ensure you and your guests comply with all the applicable Municipal Bylaws.

- a. Short-term Rental Accommodations Bylaw 2022-58
- b. Property Standards Bylaw 2020-31
- c. Parking Bylaw 2022-02
- d. Noise Bylaw 2011-66
- e. Fireworks Bylaw 2011-89
- f. Open Air Burning Bylaw 2012-66
- g. Dog Licensing and Control Bylaw 2011-51
- h. County of Simcoe Solid Waste Management Bylaw No. 6256

For a complete list of all regulatory bylaws please visit the Town website at of Penetanguishene.

8. Parties and Events

- a) Disruptive parties and events are strictly prohibited.
- b) Non-occupying guests shall not conflict with the residential amenity of the area or cause nuisance.
- c) Any gathering, celebration, or entertainment at a short-term rental accommodation premise must not conflict with residential amenity, shall not cause any nuisance, and must comply with all the other requirements of this Code and the Town of Penetanguishene by-laws.

Use for Additional Parking (Non-occupying Guests/visitors)

Please note that non-occupying guests and visitors may or may not have access to parking on the rental property. Please ensure that all guests and visitors park in appropriate areas. There may also be available on-street parking, please ensure all posted "No parking" restrictions are followed, vehicles do not obstruct driveways, fire hydrants, sidewalks or the safe movement of traffic and access for emergency vehicles. Please also note that if your rental occurs during the winter months the parking of vehicles cannot interfere with snow removal, road maintenance (sanding/salting) or be parked on a roadway from November 1st to April 1st, between 1:00 a.m. to 7:00 a.m.

Renter's Code of Conduct
Schedule A to By-law 2022-58

9. Garbage, Organics & Recycling

1- Garbage

Please dispose of all garbage in the bins provided (indicate location), do not leave garbage outside or at the roadside for collection. The property manager will ensure garbage is removed or placed for roadside collection by the County of Simcoe (if applicable).

2- Organics (Green Bin)

Please dispose of all organic waste (if applicable) in the provided containers (indicate location), do not leave organics outside or at roadside for collection. The property manager will ensure organics are removed or placed for roadside collection by the County of Simcoe (if applicable).

3- Recycling

Please dispose of all recycling (if applicable) in the provided containers (indicate location), do not leave recycling outside or at roadside for collection. The property manager will ensure recycling is removed or placed for roadside collection by the County of Simcoe (if applicable).

Please enjoy your stay but have consideration for others.

Acknowledgement of Code of Conduct

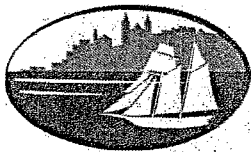
I _____ CERTIFY THAT:
(Print Name)

I have entered into a rental agreement for a Short-term Rental Accommodation located at _____, Town of Penetanguishene, ON, and acknowledge that I have been provided a copy of the Renter's Code of Conduct and confirm that all guests will comply with the terms conditions found within the code of conduct, all municipal by-law's of the Town of Penetanguishene and any applicable Ontario Provincial Statutes.

Date

Signature

46



Town of / Ville de Penetanguishene

**Schedule B
Responsible Person Consent Form
Short-Term Rental Accommodation (STR) Licence Application
By-law 2022-58**

As required by the *Short-Term Rental Accommodation Licensing By-law 2022-*, Section 5.4, the owner of Short-term rental accommodation premises shall ensure that there is a responsible person available respond to a complaint or contravention within **30 minutes** to attend the Short-term Rental Accommodation premises at all times within a period of no greater than **60 minutes** from the time of contact by way of telephone or e-mail.

The by-law defines a "Responsible person" as *the person assigned by the owner or operator of Short-term rental accommodation premises to ensure the premises are operated in accordance with the provisions of this by-law, the licence and the relevant provisions of the Fire Code;*

Responsible Person Consent

I _____ CERTIFY AND ACKNOWLEDGE THAT:
(Print Name)

I have been appointed by the owner as a "Responsible Person" in accordance with the licensing requirements to operate a Short-term Rental Accommodation at _____, Town of Penetanguishene, Ontario. I understand and consent that my name, phone number and e-mail address will be published on the Town of Penetanguishene website and available to the general public. I further confirm that when contacted by telephone or e-mail by a member of the public, Town of Penetanguishene, enforcement officer/agency or the Ontario Provincial Police, I will be available to attend the Short-term Rental Accommodation within one (1) hour of being contacted to ensure its operation is in compliance with the licence and applicable municipal and provincial law.

Date

Signature

Notice of Collection: The personal information recorded on this form is collected and maintained in accordance with MFIPPA - the Municipal Freedom of Information and Privacy Protection Act and will be used in the administration and enforcement of the Short-Term Rental Accommodations Licensing Bylaw. Questions about the collection of personal information may be addressed to the Records and Information Coordinator, Town of Penetanguishene, 10 Robert Street West, P.O. Box 5009, Penetanguishene, ON L9M 2G2, 705-549-7453

172



Schedule "C"
Short-term Rental Accommodation By-law 2022-58

DESCRIPTION	FEE
Application Fees	
Three or more guest rooms	\$900.00
Two or less guest rooms	\$500.00
Renewal Fees (annual)	
Three or more guest rooms	\$900.00
Two or less guest rooms	\$500.00
Administrative	
Licensing Committee Appeal Fee (per appeal)	\$500.00
Re-inspection	\$100.00
Re-submission of plans	\$100.00



416

Schedule "D"

By-law No. 2022-58: Being a By-law to License, Regulate and Govern Short-term Rental Accommodations
Town of Penetanguishene
Part I - Provincial Offences Act

Item	COLUMN 1 Short-form Contravention Description	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1	Violation of Renters Code of Conduct	3.4	\$500.00
2	Failure to provide copy of Renters Code of Conduct	6.3	\$500.00
3	Hinder or obstruct inspection	12.1	\$500.00

NOTE: The penalty provision for the offences indicated above is Section 14 of By-law # 2022-58, a certified copy of which has been filed.

174

Left blank

4b



**STAFF REPORT
EXECUTIVE SUMMARY & RECOMMENDATION**

The following executive summary provides a brief description about the report and the recommendation advises on any action being requested from Council.

Subject: Short Term Accommodations - Licensing By-law and Amendments to Zoning By-law and Our Shore Community Planning Permit System

Executive Summary:

The follow-up recommendation report addresses the matters raised at the Council Meeting held on April 27, 2022.

Recommendation:

1. That Staff Report DSR-100-22 regarding Short Term Accommodation – Licensing By-Law and Amendments to Zoning By-Law and Our Shore Community Planning Permit System, dated June 22, 2022 be received; and
2. That Council adopts Option ___ described in Staff Report DSR-100-22 and that the necessary implementing by-law(s) be presented to Council for adoption in August 2022; and
3. That the Town submit a letter to the province endorsing a harmonized Province-wide collection of the Municipal Accommodation Tax; and
4. That Staff report back following the first anniversary of implementation of the Licensing By-Law with an update on the Short Term Accommodation Licensing By-Law and any changes that may be required.

Short Term Accommodations- Licensing By-Law and Amendments to Zoning By-Law and Our Shore Community Planning Permit System



Staff Report DSR-100-22

One Town One Team

To: Mayor, Deputy Mayor and Members of Council

From: Leo DeLoyde, Director of Growth

Date: June 22, 2022

Recommendation:

1. That Staff Report DSR-100-22 regarding Short Term Accommodation – Licensing By-Law and Amendments to Zoning By-Law and Our Shore Community Planning Permit System, dated June 22, 2022 be received; and
2. That Council adopts Option ___ described in Staff Report DSR-100-22 and that the necessary implementing by-law(s) be presented to Council for adoption in August 2022; and
3. That the Town submit a letter to the province endorsing a harmonized Province-wide collection of the Municipal Accommodation Tax; and
4. That Staff report back following the first anniversary of implementation of the Licensing By-Law with an update on the Short Term Accommodation Licensing By-Law and any changes that may be required.

Background:

At their meetings of April 20th and 27th, 2022, Council heard recommendations from Staff and comments from citizens regarding the proposed implementation of a Short Term Accommodation (“STA”) Licensing By-Law and consequential Zoning By-Law amendments. Council deferred the items on April 27, 2022 to permit Staff to report back on several issues, including current enforcement tools/gaps, and other planning options (such as that proposed by Councillor Waters – a ban on dedicated, whole home STAs, colloquially known as “ghost hotels” in certain areas of the Town). Town Staff continue to recommend adoption of a licensing by-law and companion amendments to the Town’s Zoning By-Law and CPPS By-Law, but present an alternative scoped licensing option for Council’s consideration in addition to the full licensing by-law previously proposed.

Analysis/Consideration:**A. Enforcement****1. Current Enforcement Tools and Challenges**

A review of calls logged in the Town's MOAR system identified 55 STA-related calls dating back to July 2018. The 55 calls identified related to 16¹ independent residential addresses in and around Alcona, Big Bay Point, Friday Harbour, Innisfil Heights, Lefroy and Sandy Cove. Two of these addresses accounted for 24 of the logged calls. Calls were primarily related to noise complaints, with parking, clean communities and other complaints making up the remainder. Nine of the properties were located outside of Settlement Areas. Five properties were located in the Community Planning Permit System ("CPPS")/Waterfront Area. A more detailed, anonymized summary of these findings is attached as Attachment 1. Note that these results do not include calls that were made directly to South Simcoe Police¹, nor are calls that related to COVID-19 gathering size restrictions included.

Attached at Attachment 2 is a chart outlining current enforcement tools available with respect to the primary calls: Noise, Parking and Clean Communities.

a. Clean Communities

Staff's review of MOAR By-Law cases for STAs related to Clean Communities reveals the following types of cases:

- Complaints related to the location of a bin – the bin was later moved or removed; and
- Upon investigation, either no garbage was identified by the Officer, or garbage was being cleaned up at the time of the investigation.

Under the Town's current Clean Communities By-Law, Part III Fines under the *Provincial Offences Act* ("POA") are currently available, with each day constituting a separate offence. In addition to fines, the Town has the ability to Order clean up, failing which the Town can conduct the clean up and charge back to the Owner.

Some complaints were received related to the esthetics of garbage receptacles, but nothing under the Town's current by-laws regulates receptacle aesthetics.

b. Parking

Typically, STA-related calls for parking relate to cars parked on the street blocking entrances, or cars parked on adjoining properties without consent. In addition to these types of parking calls,

¹ South Simcoe Police report having received 2 STA calls in 2019, 33 STA calls in 2020, 24 STA calls in 2021 and 3 STA calls in 2022. Unfortunately, due to confidentiality, SSPS cannot disclose the addresses for these calls, so we were unable to compare addresses, but it appears that SSPS responded to calls to at least 4 properties that were not reported to the Town.

Staff could also anticipate concerns related to overcrowding of parked cars on the STA property².

In the majority of MOAR cases reviewed, no parking violations were witnessed upon investigation. In the two reported cases where violations were witnessed, tickets were issued for on-street parking violations. There were no observed cases of private property parking issues.

The Town's current enforcement tools include:

- **On Street and On Boulevard Parking:** The Town's Parking By-Law provides for Administrative Monetary Penalties, with the option of impounding in certain cases. Part III charges under the POA are available, but uncommon.
- **Front Yard Parking (STA Property):** The Zoning By-Law and the Clean Communities By-Law limit front yard parking to "dedicated parking spaces", ie. driveways or structures, with limitations in the Zoning By-Law as to the maximum parking space in the yard. Currently, offences under both of these By-Laws can result in charges under Part III of the POA, meaning the Court may set a fine with maximums provided in the *Planning Act* and *Provincial Offences Act*, respectively.
- **Front Yard Parking (Neighbouring Property):** The Town's current Parking By-Law prohibits parking on third-party property without consent. Typically, however, these matters are directed to civil enforcement and property owners are encouraged to call towing companies for removal.

c. Noise

As noted earlier, the majority of MOAR STA cases reviewed related to noise complaints (including a couple calls related to fireworks). In more than half of the noise-complaints reviewed, no noise was witnessed upon investigation. Where noise was witnessed, compliance was often achieved immediately through investigation. In a few cases, STA Owners were educated and/or warned. In one case, SSPS issued a Noise Order. Unfortunately, many noise calls were received after the fact, given previous shift hours.

Under the Town's current Noise By-Law, the Town has the following enforcement tools:

- **As against the Guests/Tenants:** various offences including for
 - "unreasonable or persistent noise" at any time, or
 - sound from speakers/equipment at such a volume that it disturbs the peace at any time, or
 - prohibition against yelling, shouting, hooting, or boisterous activity between 8:00 p.m. and 8:00 a.m.
- **As against the parents of Minor Guests/Tenants:** offence in the Noise By-Law against parents who permit a Minor to cause unreasonable or persistent noise at any time. As this would be an strict liability offence, the Owner could show what steps he or she took to prevent the noise in their defence.
- **As against STA Owners:** offence in the Noise By-Law against an Owner who permits a Tenant/Guest to cause unreasonable or persistent noise at any time. As this would be

² These types of calls were received in relation to complaints related to COVID-19 gathering limits; ie. Neighbours would call to report that the number of cars at an STA appeared to exceed that which would be allowed under COVID-19 gathering limit regulations.

an strict liability offence, the Owner could show what steps he or she took to prevent the noise in their defence.

In addition to the tools currently available, the Town's GDSB Municipal Law team will also be piloting longer hours on weekends. Staff are also working at implementing software tools through MOAR to assist in capturing more detailed data on STA-related calls to allow for better reporting and issue identification in the future.

d. Zoning

The Town's current Zoning By-Law and CPPS By-Law restrict uses within Residential Zones and the Shoreline to residential uses and limited commercial uses, such as Bed and Breakfasts and Home Occupations. Under the Zoning By-Law, a Bed and Breakfast is limited to three guest rooms, while under the CPPS, a Bed and Breakfast is limited to two guest rooms. For both Bed and Breakfasts and Home Occupations under both By-Laws, they must be owned and operated by a person residing in the dwelling.

These existing limitations in our zoning regulations would prohibit the operation of "ghost hotels" in residential zones and the Shoreline Area. Contravention of provisions of either the Zoning By-Law or the CPPS By-Law may result in penalties as provided under the *Planning Act*. Maximum fines are prescribed under that Act (up to \$25,000 for an individual on a first offence, and up to \$50,000 for a corporation on a first offence) and would be set by the Court upon conviction.

Historically, enforcement has not been pursued under these provisions due to prosecutorial challenges, further described in the Closed Session Report to Council on June 15th, 2022, but include:

- Limitations on the Right of Entry into Dwellings without Consent or a Search Warrant;
- Lack of evidence to support charges or elements of the offence (ie. operation) without data from Platforms, or without evidence of renters (in which case, evidence would likely only support one instance of the offence).

For this reason, Staff are recommending the introduction of a licensing regime, which will provide inspections as part of the granting of a permit, and a new proposed offence where the advertisement of a listing will be deemed operation.

e. Neighbourhood Mediation

In its review of enforcement tools available to other municipalities, it is noted that the City of Toronto encourages the use of its Neighbourhood mediation program to assist in resolving noise disputes as between neighbours. With the introduction of the Town's new neighbourhood mediation program recently, it is hoped that neighbours can work together to resolve STA-related disputes in cases where By-Law enforcement may not be appropriate.

f. Platform Engagement

Some Platforms, such as Airbnb, recognize the importance of good neighbourliness, and have enacted policies that prevent large and disruptive parties and community nuisances. To date, Airbnb has worked with the Town's enforcement staff to take measures within their ability to enforce their policies, such as, by removing contravening listings from the site. Airbnb also strongly encourages residents to report concerns through their website portal

(airbnb.ca/neighbors). Airbnb advises that their enforcement team considers these reports when determining enforcement measures.

2. Additional Enforcement Tools Available with the Proposed STA Licensing By-Law

As previously identified, current enforcement tools available as against the transient guests/visitors of STAs are not always fruitful. Instead, the Town's enforcement staff would benefit from the ability to enforce against the owners of STAs. For Owners of STAs in Innisfil whose tenants violate provisions of the Town's By-Laws (including Noise, Clean Communities or Parking), demerit points may accumulate, resulting in the revocation or suspension of the License. From that point, the continued operation of the STA would result in potential charges against the Owner for operating without a License.

Staff have the right of entry under the *Planning Act* for suspected contraventions of the Zoning By-Law, however, the *Planning Act* limits the right of entry into the dwelling itself without the consent of the owner or a search warrant. The proposed STA Licensing by-law also contains a right of entry, however the *Municipal Act, 2001* contains the same limitations regarding dwellings. Under the proposed Licensing regime, an inspection is required as part of the application process.

B. Planning Opinion: Prohibiting "Ghost Hotels" or "Whole Home Rentals"

At the meeting of April 27th and since, Council asked whether the Town can prohibit "whole home" STAs in certain areas. The Town's current Zoning By-Law restricts uses within Residential Zones to the following commercial uses: Bed and Breakfasts, Home Occupations and Pet Day Care Establishments³. Under the Town's CPPS By-Law, only Bed and Breakfast Residences are permitted (for commercial uses)⁴.

The Town's current Zoning By-Law and CPPS By-Law currently include the following definition of Bed and Breakfast:

Zoning By-Law:

Bed and Breakfast means a detached **dwelling** containing, as an **accessory use**, up to 3 guest rooms that are available for rental, with or without meals, to the travelling or vacationing public for overnight accommodation on a temporary basis. A **bed and breakfast** shall not include a **restaurant**, boarding or lodging house, rooming house, **group home** or **hotel**. The guest rooms of a bed and breakfast shall not include facilities for food preparation. The **bed and breakfast** shall be owned and operated by one or more **persons** residing on the **premises**.

CPPS:

Bed and Breakfast Residence means a detached **dwelling** containing, as an **accessory use**, up to 2 guest rooms that are available for rent to the travelling or vacationing public for overnight accommodation on a temporary basis. A **Bed and Breakfast Residence** may include the provision of meals and use of common areas to those persons residing temporarily therein, but the guest rooms shall not include facilities for food preparation. A **bed and breakfast**

³ Section 4.1
⁴ Section 5.1.1

residence shall not include a group home, boarding or lodging house, restaurant, tavern, hotel, or tourist establishment. The **bed and breakfast residence** shall be owned and operated by one or more persons residing on the premises.

Both of these definitions require that the owner reside on the premises of the Bed and Breakfast. Accordingly, "ghost hotels" are currently prohibited in Residential Zones and the CPPS Waterfront. Additionally, both the Zoning By-Law and the CPPS By-Law have sections⁵ that further address Bed and Breakfasts by:

- Requiring that the Bed and Breakfast "be clearly accessory to the principal residential use and shall not change the residential character of the lot."

The aforementioned sections further reinforce the requirement that the owner reside on the premises.

The proposed Zoning By-Law Amendment and CPPS By-Law Amendment seek to refine the definition of "Bed and Breakfast" to:

- Reinforce that "short term rental accommodations" are intended to be captured by "Bed and Breakfast" by including a definition of STAs and referencing same within the definition of "Bed and Breakfast";

The proposed CPPS By-Law Amendment acknowledges that some commercial STAs ("Cottage Rentals") are proposed to be permitted within the CPPS Waterfront Area, where licensed in accordance with the proposed Licensing By-Law. The CPPS amendment would remove the principal residency requirement (subject to licensing), so it would be a challenge to then try to dial back at a later date either through licensing or CPPS amendment.

In addition to the changes proposed to reinforce prohibitions against "ghost hotels" unless licensed, the following amendments are also included:

- Raising the maximum number of guest rooms to 5 from 3 (under the Zoning By-Law) and 2 (under the CPPS) – The maximum of 5 is meant to limit the total number of guest rooms to 5 at the property of a Bed and Breakfast;
- Including a minimum number of parking spaces to 2 parking spaces where there is more than one guest room in the Bed and Breakfast (in addition to the minimum required for the dwelling);
- Permitting Bed and Breakfasts in additional Zones:
 - o RS (Residential Semi-Detached Zone)
 - o RT (Residential Townhouse Zone)
 - o RA (Residential Apartment Zone)
 - o RSC (Residential Special Community Zone)
 - o ASC (Agricultural Specialty Crop)

It is the Town's Planning staff's opinion that the recommended STA Licensing By-Law (and corresponding amendments to the Zoning By-Law and Our Shore CPPS) would further achieve

⁵ Section 3.9 in the Zoning By-Law, and Section 4.4 in the CPPS By-Law.

this intent of restricting 'whole home' rentals by requiring principal residency (on non-waterfront properties).

In addition, for these STAs operated at a principal residence, the STA Licensing By-Law also establishes an annual limit of 180 nights that the STA can be rented for. For Cottage Rentals (STAs on the Waterfront), the night cap limit is 90 nights per calendar year. This will limit the commercial nature of STAs and bed and breakfasts operating within residential areas, similar to restrictions in the Town's Zoning By-Law that also limit the commercial function of home industries and home occupations within residential areas.

C. Recommended Options for Council Consideration

Staff have included two recommended options for Council consideration: Option 1 being a licensing by-law regulating all short-term accommodations in Innisfil and companion amendments to the Town's Zoning By-Law and CPPS By-Law, as provided in Staff's earlier Staff Reports phased in over time (with minor amendments discussed further below). Option 2 is a scoped licensing by-law regulating only cottage rentals along the shoreline, in addition to companion amendments to the Town's Zoning By-Law and CPPS By-Law. In accordance with Option 2, Town Staff would increase tracking and reporting of short-term accommodation enforcement cases and return to council with a report on the impacts of the licensing regime and any recommendations related to broadening the scope of required licensing.

Option 1: Licensing By-Law Regulating all STAs plus companion amendments to the Town's Zoning By-Law and CPPS By-Law

To implement Option 1, Staff recommend adoption of the By-Laws previously put before Council on April 27th, 2022 with the following amendments.

Delayed Implementation

As a result of the delayed adoption of the proposed By-Law, Town Staff are strongly recommending delayed implementation of the proposed phases to:

- November 30, 2022 for whole of an Accessory Dwelling Unit, Sleeping Rooms within a Principal Residence or other units that have accumulated two (2) demerit points;
- February 1, 2023 for all remaining units.

The initial phased implementation was recommended to accommodate current staffing levels. The proposed further delay is as a result of stressors on Fire Staff capacity as a result of the recent construction strike, which is anticipated to push current (non-STA) inspections into the summer 2022 and Fire Prevention month activities throughout October.

Additional Amendments

Amendments have also been included to the proposed Licensing By-Law at sections 3.1(a), (b) and (c) to include offences for permitting the marketing, facilitating, brokering, etc. Further, section 14.10 has been added to permit a Court to deem the advertisement of a Short-Term Accommodation as the operation of same, subject to evidence to the contrary.

A further amendment is also proposed to the STA Licensing By-Law to refine the restriction on permits to one per "Person" in order to protect the housing supply and prevent Short Term Rental speculators. Staff propose that the wording of section 4.2 be changed as follows:

Current wording: No Host shall apply for or hold concurrent **Permits** for more than...

Proposed wording: No individual shall apply for, hold or have an interest in concurrent **Permits** for more than...

This new wording has been included in the proposed Licensing By-Law, attached.

Note, also, that the Draft Fees and Charges By-Law Amendment has been amended, given that the proposed Fire Inspection fees were previously approved, contingent on passing a Licensing By-Law.

Accordingly, should Council choose to proceed with Option 1, being a Licensing By-Law applying to all STAs in Innisfil, Town Staff would recommend adoption of the following:

- Attachment 3 – Option 1 - Draft STA Licensing By-Law
- Attachment 4 – Option 1 - Draft Zoning By-Law Amendment
- Attachment 5 – Option 1 - Draft 'Our Shore' CPPS By-Law Amendment
- Attachment 6 – Option 1 - Draft Fees and Charges By-Law Amendment

Option 2: Scoped Licensing By-Law to Regulate Cottage Rentals on the Shoreline

The current proposed phasing is based on a risk analysis conducted by Fire. Given Council's concern regarding "party houses" and the data suggesting that these calls predominantly stem from "Ghost Hotels", the proposed implementation plan could be re-formulated to limit the Licensing requirement to Cottage Rentals located within the CPPS Waterfront Area as a Pilot Project with a return to Council following the 1-year anniversary of implementation, with Staff reporting at that time on any further recommendations for expansion or amendment. This limited scope By-Law would still address Council's goals of protecting the housing supply while also increasing enforcement tools available vis-à-vis "party houses".

For Council's convenience a proposed By-Law is attached hereto as Attachment 7. This By-Law mirrors the original Licensing By-Law with the following highlighted changes:

- Section 1.2 – Application – has been scoped, such that the By-Law only applies to the Shoreline Permit Area, as defined in the Town's CPPS By-Law;
- Section 2.1 – Short Term Accommodation definition has been limited to Cottage Rentals;
- Section 3.1 – Amended to one phase of implementation, beginning November 30, 2022 – at which time permits will be required for Cottage Rentals (including Sleeping Rooms within Cottage Rentals and ADUs on the property of a Cottage Rental);
- Section 4.2 – Number of Permits limited to one alone;
- Section 6.1 – Night caps maintained at 90 nights

Should Council consider this option, Staff would recommend adoption of the proposed CPPS By-Law Amendment. Staff also caution that, like with the adoption of any Zoning By-Law Amendment, the Town might anticipate a legal challenge. Staff also acknowledge that this proposed CPPS By-Law Amendment would permit non-owner-occupied Cottage Rentals within the CPPS, where they are currently prohibited and caution Council that, should they decide at a later date to dial back this permission, claims of Legal Non-Conforming Use may arise. However, Staff are of the view that this system acknowledges the Town's longstanding tradition of Cottage Rentals on the shoreline, while also providing the Town with enforcement tools through a licensing by-law that are needed to regulate "party houses".

Given the analysis of MOAR STA-related case calls (found at Attachment 1), it appears that there may be some "party houses" located outside of the CPPS Waterfront Area. Town Staff would monitor all STA-related calls within the Town to assess the effectiveness of the limited scope Licensing By-Law and return to Council near the end of 2023 with any recommendations for expansion or amendment.

In addition, as Town reported on April 27th, 2022, with full implementation the proposed Short Term Accommodation Licensing Regime would not cover operational costs through fees alone. With a limited scope Licensing By-Law, Town Staff would recommend that proposed Permit Fees be increased to \$2,000. This amount is still likely to result in an operational deficit, but is intended to balance the cost of the program with the likelihood of voluntary compliance.

The exemption applicable to Friday Harbour would continue to apply in this Option, as would the recommendation for delayed implementation to November 2022.

Accordingly, should Council choose to proceed with Option 2, being a limited scope Licensing By-Law applying only to Cottage Rentals located within the CPPS Waterfront Area, Town Staff would recommend adoption of the following:

- Attachment 7 – Option 2 – Draft Cottage Rental Licensing By-Law
- Attachment 5 – Option 1/2 - Draft CPPS By-Law Amendment
- Attachment 8 – Option 2– Draft Fees and Charges By-Law Amendment

D. Other Options/Alternatives:

Although not recommended by Staff, Council may also consider the following options:

Adopt Amendments to the Zoning By-Law, but not the Licensing By-Law

Council may choose not to adopt the proposed Licensing By-Law, but adopt the proposed Zoning By-Law and CPPS amendments, meant to reinforce the prohibitions on "ghost hotels" in Residential Zones on non-waterfront properties, while allowing for the rental of non-owner-occupied cottages on the CPPS Waterfront. At the same time, staff would continue to rely on new and existing tools under the Town's other By-Laws, notably the Noise By-Law and Clean Communities together with the piloted extended hours of operation for CDSB Municipal Law Staff. Staff have already implemented more detailed tracking of STA-related calls and could report back to Council in the Spring of 2023 with recommendations regarding further measures (including the possibility of implementing a broader licensing regime at that time.

Staff recognize the historical cottage rental community in Innisfil and suggest a further amendment to the Zoning By-Law Amendments and CPPS By-Law Amendments to include within the definition of "Short Term Accommodation" that they are marketed on Short Term Rental Platforms in order to carve out more traditional rentals.

Further, the proposed Amendments include refinements of the definition of Bed and Breakfast excludes "Short Term Accommodations" and maintain the requirement that the owner reside on the premises. This is intended to reinforce that the commercial "Ghost Hotel" type STAs are not permitted.

Proposed Amendments are included hereto as Attachments 9 (Zoning By-Law) and 10 (CPPS By-Law), respectively.

Staff do not recommend this option, given that the existing prosecutorial challenges, discussed above, persist.

Staff again caution that enacting the proposed amendments may lead to an appeal under the *Planning Act*.

Do Not Adopt STA Licensing By-Law or Amendments to Zoning By-Law/CPPS

Council could opt not to enact either the proposed Licensing By-Law or the proposed Zoning By-Law amendment and rely on existing enforcement tools instead. Staff do not recommend this option, given the existing prosecutorial challenges, discussed above, persist.

E. Conclusion:

Staff look forward to the phased implementation of a Short-Term Accommodation Licensing By-Law to help address concerns of STAs operating in Innisfil. This will help protect the character of neighbourhoods most impacted by STAs.

The overall intent of the Licensing By-Law will be to address the concerns of STAs, while still promoting their ability to peacefully co-exist within the Town's neighbourhoods as STAs in various forms have continued to do so throughout Innisfil's history.

With Council's endorsement of either Options 1 or 2, Staff will return to Council in August 2022 with By-Laws for adoption.

Prepared By:

Community Development Standards Branch
 Fire Services Department
 Legal Services Department
 Planning Services Department

Approved By:

Leo DeLoyde, Director of Growth

Oliver Jerschow, CAO

Attachments:

- Attachment 1 – MOAR By-Law case review
- Attachment 2 – Chart of Current By-Law Tools
- Attachment 3 – Option 1 - Draft STA Licensing By-Law
- Attachment 4 – Option 1 - Draft Zoning By-Law Amendment
- Attachment 5 – Option 1/2 - Draft 'Our Shore' CPPS By-Law Amendment
- Attachment 6 – Option 1 - Draft Fees and Charges By-Law Amendment
- Attachment 7 – Option 2 – Draft Cottage Rental Licensing By-Law
- Attachment 8 – Option 2 – Draft Fees and Charges By-Law Amendment
- Attachment 9 – Option 3– Draft Zoning By-Law Amendment
- Attachment 10 – Option 3 – Draft CPPS By-Law Amendment

Reference Material:

Community Strategic Plan

THE CORPORATION OF THE TOWN OF GEORGINA
 IN THE
 REGIONAL MUNICIPALITY OF YORK
 BY-LAW NUMBER 2019 – 0061 (LI-3)

**BEING A BY-LAW TO LICENSE, REGULATE AND GOVERN
 SHORT-TERM RENTAL ACCOMMODATIONS**

WHEREAS the Council of the Town of Georgina may, pursuant to the *Municipal Act, 2001*; S.O. 2001, c.25, as amended, (*"The Municipal Act"*), enact by-laws for the licensing, regulating and governing of businesses and occupations in the Town of Georgina;

AND WHEREAS the Council of the Town of Georgina deems it desirable to enact a by-law to License Short-term Rental Accommodation;

BE IT THEREFORE ENACTED BY THE COUNCIL OF THE TOWN OF GEORGINA:

1. DEFINITIONS

For the purpose of this by-law:

Accessory Apartment means an Accessory Apartment as defined in the Zoning By-law;

Agent means a Person duly appointed by an Owner or the Town to act on their behalf;

Applicant means the Person applying for a Licence or renewal of a Licence under this by-law;

Corporation means a body corporate incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990 c. B. 16, or the *Corporations Act*, R.S.O. 1990, c. C. 38;

Fee means a Fee as established by the Town;

Guest Room means a room offered for Short-term Rental Accommodation which conforms to the standards for a bedroom as set forth by the Ontario Building Code;

Host means an individual designated by the Licensee to be contacted by the Town regarding any concerns related to the Short-term Rental Accommodation;

Licence means the certificate or other similar document issued pursuant to this by-law as proof of licensing under this by-law;

Licensee means a Person who holds a Licence or is required to hold a Licence under this by-law;

Licensing Coordinator means the Town Clerk or designated Town Staff;

Lot Frontage means Lot Frontage as defined in the Zoning By-law;

Officer means a Police Officer, Fire Prevention Officer, Fire Inspector, Building Inspector, Zoning Examiner, Plans Examiner, Municipal Law Enforcement Officer, or Licencing Coordinator;

Owner means the Person holding title to the Property on which the Short-term Rental Accommodation is located, and "Ownership" has a corresponding meaning;

Person means an individual, a Corporation, a partnership, or an association, and includes a Licensee or an Applicant for a Licence under this by-law;

Premises means the Property upon which a Short-term Rental Accommodation is operated, inclusive of buildings or structures or any part thereof used for such purpose;

Property means the land upon which a Short-term Rental Accommodation is operated, exclusive of buildings or structures or any part thereof;

Renter means the Person responsible for the rental of the Premises by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement;

Renter's Code of Conduct as set forth in Appendix "A" means a document that has been prepared by the Town that prescribes the roles and responsibilities of the Renter, including but not limited to: behavioural expectations as they relate to non-disturbance of neighbours; compliance with applicable Town by-laws, and adherence to the provisions of this by-law;

Short-term Rental Accommodation means the use of a dwelling unit, as defined in the Zoning By-law, or any part thereof, as 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, throughout all or any part of the calendar year, unless otherwise prohibited by this by-law, or any other by-law of the Town of Georgina.

Short-term Rental Accommodation shall not include a hotel, motel, motor hotel, nursing home, private or public hospital, temporary accommodations for seasonal farm workers, a recreational vehicle park, a tent campground, or similar commercial or institutional use, as defined in the Zoning By-law;

Short-term Rental Accommodation Committee means a committee of the Town of Georgina Council, consisting of a minimum of three members of Council, which has the responsibility of hearing variances and appeals under this by-law;

Single Family Dwelling means a Single Family Dwelling as defined in the Zoning By-law;

Town means the Corporation of the Town of Georgina in the Regional Municipality of York;

Zoning By-law means the Town's Zoning By-law No. 500, as amended, or any successor comprehensive Zoning By-law, as amended.

2. GENERAL PROVISIONS

- (1) Only provisions 2 (3), 2 (5) (a), 2 (5) (c), 2 (5) (d), 2 (8), shall be subject to the variance provisions found in Section 12 of this by-law.
- (2) Short-term Rental Accommodation shall only be permitted within a Single Family Dwelling or a lawfully permitted and registered Accessory Apartment on the same lot as a Single Family Dwelling.
- (3) Short-term Rental Accommodation shall only be permitted where a Host inhabits a dwelling unit, or any part thereof, on the same Premises as the Short-term Rental Accommodation; except by variance approved by the Short-term Rental Accommodation Committee pursuant to Section 12.
- (4) (a) A Host, if requested by the Town, must be present on the Premises within one hour of being contacted;
- (b) If a Host, at the request of the Town, is not present on the Premises within one hour of being contacted, demerit points shall be assessed as per Appendix "B".
- (5) (a) The maximum number of Persons, including but not limited to inhabitants, Renters, and their guests, permitted on a Premises at any one time, shall be twelve (12);
- (b) Notwithstanding 2 (5) (a) above, the maximum number of Persons permitted on any Premises serviced by a septic system shall be determined at the time of application following a review of the septic system's capacity, but such number of Persons shall not exceed the maximum persons set out in 5(a), 5(c), or (5d);
- (c) Notwithstanding 2 (5) (a) above, the property zoned "R1-120" in the Zoning By-law, and described as Lot 11 and Block B, Plan 168 on the North Side of Malone Avenue, which was zoned for five Guest Rooms, shall be limited to fifteen (15) Persons on the Premises at any one time;

(d) Notwithstanding 2 (5) (a) above, the property zoned "R-41" in the Zoning By-law, and described as Part of Lot 21, Concession 6 (G), on the east side of the Pefferlaw Road, which was zoned for six Guest Rooms shall be limited to eighteen (18) Persons on the Premises at any one time.

(6) The provision of parking on the site plan referenced in Section 3 (1) (h) below shall include the following:

(a) Confirmation that the driveway or parking area shall not exceed 55% of the Lot Frontage;

(b) a minimum of three parking spaces plus one additional parking space per Guest Room; and,

(c) Compliance with all other parking provisions as set forth in the Zoning By-law.

(7) All vehicles shall only be permitted in a parking area consisting of a hard-surfaced driveway (gravel, paved, concrete, interlock or similar hard surface).

(8) There shall be a minimum separation distance of 100 metres between Short-term Rental Accommodation Premises. Such distance shall be measured from the closest points between the Premises (i.e. shortest distance between the lot lines of the two Premises).

(9) The number of active Short-term Rental Accommodation Licences shall not exceed 150 at any given time. For the purposes of this section, a Licence shall still be considered active if it is suspended and shall not be considered active if it has been revoked.

(10) There shall be a maximum of one (1) Short-term Rental Accommodation License issued per Premises.

3. LICENSING REQUIREMENTS

- (1) Every application for a new Licence, or the renewal of an existing Licence, shall include:
- (a) a completed application in the form required by the Town, which shall include each Owner, Host, Applicant and/or Agent's name, address, telephone number, and email address;
 - (b) proof of Ownership for the Premises;
 - (c) proof that the Applicant is at least eighteen (18) years of age, if the Applicant is an individual;
 - (d) proof that the Applicant, if a Corporation, is legally entitled to conduct business in the Province of Ontario, including but not limited to:
 - (i) an article of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or the Government of Canada; and,
 - (ii) a list containing the names of all shareholders of the Corporation;
 - (e) in the case of an Applicant being a partnership, the names and addresses of each member of the partnership as well as the name under which the partnership intends to carry on business;
 - (f) in the case of an Applicant or Agent acting on behalf of the Owner, an Owner's written authorization;
 - (g) in the case of a Host not being the Owner, a rental agreement between the Host and Owner for a period equal to or greater than thirty-one (31) days;

(h) a site plan and floor plan, drawn to scale and fully dimensioned of the Premises including:

(i) the location of all buildings and structures on the Property;

(ii) the use of each room;

(iii) location of smoke detection and early warning devices;

(iv) location of fire extinguishers;

(v) all entrances/exits to and from the building;

(vi) exterior decks that are appurtenant to the Premises; and

(vii) related site amenities including but not limited to dimensioned parking spaces, a required parking layout, designated waste disposal, and other buildings or structures on the Property;

(i) proof of insurance which includes a liability limit of no less than two million dollars (\$2,000,000.00) per occurrence for Property damage and bodily injury and identifies that a Short-term Rental Accommodation is being operated on the Property. The insurance coverage required herein shall be endorsed to the effect that the Town shall be given at least 10 days' notice in writing of any cancellation or material variation to the policy;

(j) an Electrical Safety Authority (ESA) certificate; and

(k) payment of the applicable Fee.

(2) Every Licensee under this by-law shall notify the Licensing Coordinator immediately of a change in any of the required documents to be filed with the Clerk's Department.

4. INSPECTION

- (1) It is the responsibility of any Person applying for a Licence to contact the Town for an inspection, and to apply the following where applicable:
 - (a) provisions of this by-law;
 - (b) *Building Code Act, 1992, S.O. 1992 c.23; ("Building Code Act")*
 - (c) *Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 ("Fire Protection and Prevention Act")*
 - (d) Property Standards By-law;
 - (e) Zoning By-law;
 - (f) any other municipal by-laws or provincial legislation that may affect the status of the application.
- (2) During the inspection process, all relevant departments of the Town may provide comment on any known matters that would assist with determination of Licence eligibility.

5. PROHIBITIONS

- (1) No Person shall operate or carry on any trade, business or occupation of Short-term Rental Accommodation unless that Person has first obtained a Licence pursuant to this by-law.
- (2) No Person shall discriminate in the carrying on of the trade, business or occupation of Short-term Rental Accommodation against any member of the public on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- (3) No Person shall fail to comply with an order issued by an Officer.

- (4) No Person shall advertise an unlicensed Short-term Rental Accommodation.
- (5) No Person shall violate the provisions of the Renter's Code of Conduct attached as Appendix "A" to this by-law.

6. ADMINISTRATION AND ENFORCEMENT

- (1) The Licensing Coordinator shall be responsible for the administration of this by-law;
- (2) Officers shall be responsible for the enforcement of this by-law;
- (3) Upon receipt of an application for a Licence, a Licensing Coordinator shall perform the following functions:
 - (a) receive and review the application in conjunction with any provision of this by-law; and,
 - (b) ensure the relevant Officers have carried out the necessary inspections to satisfy the Town that the Premises is in compliance with the provisions of this by-law.
- (4) Upon determination that a contravention of the provisions of this by-law has occurred, an Officer may issue the required notice and/or order.

7. ISSUANCE OF LICENCE AND GROUNDS FOR REFUSAL

- (1) The Licensing Coordinator shall have the authority to issue, refuse to issue or renew a Licence, to revoke or suspend a Licence, or to impose terms and conditions on a Licence.
- (2) The Licensing Coordinator may refuse to issue or renew a Licence where:
 - (a) the conduct of an Applicant affords reasonable grounds for belief that the Applicant has not carried on, or will not

carry on, the business in accordance with the law or with integrity and honesty;

- (b) there are reasonable grounds for belief that the operation of the business may be averse to the public interest;
- (c) a Licence has been previously revoked, suspended, or made subject to terms and conditions;
- (d) a Person applying for a Licence has presented a history of contravention with this by-law or other Town by-laws;
- (e) the application for Licence does not conform with the provisions of Section 2 of this By-law;
- (f) the Renter's Code of Conduct (Appendix "A") has been violated;
- (g) the proposed use of the Premises is not permitted by the Zoning By-law;
- (h) the Owner is indebted to the Town in respect of fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding Property taxes and late payment charges, against an Owner's Property;
- (i) the Property to be used for carrying on the trade, business or occupation does not conform with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Property Standards By-law, the *Building Code Act*, the *Fire Protection and Prevention Act*, and the *Electricity Act*.

(3) The Licensing Coordinator may suspend a Licence as per Appendix "C" to this By-law.

(4) The Licensing Coordinator, if satisfied that the continuation of a Licence poses a danger to the health or safety of any Person,

may, for the time and such conditions as are considered appropriate, suspend a Licence for not more than 14 days. If after this period, the Licensing Coordinator is satisfied that the continuation of a Licence will continue to pose a danger to the health or safety of any Person, he/she may further suspend for not more than 14 days or revoke a Licence.

- (5) The Licensing Coordinator may revoke a Licence if it was issued in error or granted based on incorrect or false information.
- (6) The Licensing Coordinator may revoke a Licence as per Appendix "C" to the by-law.
- (7) Notwithstanding Section 7 (2) (e) of this by-law, the Licensing Coordinator may issue a Licence where a variance to this by-law has been approved.

8. TERM OF LICENCE

A Licence issued pursuant to the provisions of this by-law shall expire one (1) year from the date it was issued, unless it is revoked in accordance with the provisions of this by-law.

9. ORDER

- (1) Where an Officer has reasonable grounds to believe that a contravention of the by-law has occurred, the Officer may serve an order on the Licensee setting out the reasonable particulars of the contravention and directing:
 - (a) compliance within a specified period of time;
 - (b) any work that is required to be done. In the event of a default of such work being done, the Officer may direct work to be done at the Licensee's expense, and the Town may recover the expense in the same manner as municipal taxes; or
 - (c) the activity be discontinued.

- (2) Any Person who contravenes an order under this by-law is guilty of an offence.
- (3) An order under this by-law may require work to be done even though the facts which constitute the contravention of this by-law were present before this by-law came into force.
- (4) Any violations of those Acts or by-laws set forth in Section 4 (1) (b) to (f) of this by-law shall be addressed pursuant to their respective remedies. In addition, demerit points will be levied against the Premises in violation of this by-law as per Appendix "C" to this by-law.

10. PENALTY FOR NON-COMPLIANCE

- (1) Every Person who contravenes any of the provisions of this by-law, upon conviction, is guilty of an offence and liable to a fine pursuant to the Provincial Offences Act, as amended.
- (2) Every Person who contravenes any provision of this by-law, upon conviction, is guilty of an offence, and all contraventions of the by-law are designated as continuing offences pursuant to Section 429 of the *Municipal Act*.
- (3) Every Person, other than a company who contravenes any provision of this by-law, and every director of a Corporation who knowingly concurs in such contravention by the Corporation, is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.
- (4) Where a Corporation is convicted of an offence under this by-law, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.
- (5) Where a Person has been convicted for an offence under this by-law by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the Person convicted, issue an order prohibiting the continuation or repetition of the

offence or the doing of any act or thing by the Person convicted directed toward the continuation or repetition of the offence.

11. APPEAL

- (1) Where the Licensing Coordinator has denied an Applicant a Licence, a renewal of a Licence or has suspended or revoked a Licence, the Licensing Coordinator shall inform the Applicant or Licensee by way of written notice setting forth the grounds for the decision with reasonable particulars and shall advise of the right to appeal such decision to the Short-term Rental Accommodation Committee.
- (2) A Person may appeal to the Short-term Rental Accommodation Committee in relation to the matter of notice in Section 11 (1). Appeals will not be permitted for any matters that have already been heard by the Short-term Rental Accommodation Committee. A request for an appeal shall be made in writing to the Licensing Coordinator, setting forth the reasons for the appeal, within 14 business days after service of the written notice and payment of the required Fee.
- (3) Where no request for an appeal is received in accordance with subsection (2), the decision of the Licensing Coordinator shall be final and binding.
- (4) Where a request for an appeal is received, a hearing of the Short-term Rental Accommodation Committee shall be convened, and the Applicant or Licensee shall be provided reasonable written notice thereof.
- (5) After such opportunity to be heard is afforded the Applicant or Licensee, the Short-term Rental Accommodation Committee shall make a decision. When making its decision the Short-term Rental Accommodation Committee may consider any matter pertaining to this by-law, or other matter that relates to the general welfare, health or safety of the public. When making its decision, the Short-term Rental Accommodation Committee may refuse to issue or renew a Licence, revoke, suspend, or impose any condition to a Licence. The Short-term Rental

Accommodation Committee's decision is final and binding and shall not be subject to review.

- (6) Where the Short-term Rental Accommodation Committee conducts a hearing, the rules set out in the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 ("Statutory Powers Procedure Act") shall apply.

12. VARIANCE TO LICENSING BY-LAW

- (1) A Licensee seeking a variance to the Licensing By-law must submit a Short-term Rental Accommodation Licensing By-law Variance Application provided by the Town, together with the prescribed Fee, to the Licensing Coordinator.
- (2) At least 10 days prior to the day of a hearing on an application for variance, notice shall be given by personal service or ordinary mail to every owner of land within 100 metres of the Property to which the application applies. Further, notice shall be posted, clearly visible and legible from a public highway or other place to which the public has access.
- (3) The Short-term Rental Accommodation Committee will consider the application for variance and may authorize such variance from the provisions of Section 2 (3), 2 (5) (a), 2 (5) (c), 2 (5) (d), and 2 (8), of this by-law where the variance is desirable for the appropriate use of the Premises and the general intent and purpose of this by-law are maintained;
- (4) The decision of the Short-term Rental Accommodation Committee, with regard to the variance application, shall be final and binding.
- (5) Notice of Decision of the Short-term Rental Accommodation Committee shall be given to the Owner/Applicant and any Persons which either submitted comments in writing or provided verbal comments at the Short-term Rental Accommodation Committee hearing.

13. COLLECTION OF UNPAID FINES

Pursuant to Section 441 of the *Municipal Act*, if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under Section 66 of the *Provincial Offences Act*, R.S.O. 1990, c P.33, ("Provincial Offences Act") including any extension of time for payment ordered under that Section, the Licensing Coordinator may give the Person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the *Municipal Act* and may be added to the Owner's tax roll and collected in the same manner as Property taxes.

14. POWERS OF ENTRY

- (1) An Officer may at any time enter on any Property and inspect within the scope of applicable by-laws and legislation as set forth in Section 4.1 (b) to (f), for the purpose of determining whether the following are complied with:
 - (a) the provisions of the by-law;
 - (b) an order issued under this by-law; or
 - (c) an order made under Section 431 of the *Municipal Act*;
- (2) Where an inspection is conducted, the Officer conducting the inspection may:
 - (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information from any Person concerning a matter related to the inspection including their name, address, phone number and identification; and

- (d) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples, or photographs necessary for the purposes of the inspection.
- (3) The Town may undertake an inspection pursuant to an Order issued under Section 438 of the *Municipal Act*.
- (4) The Town's power of entry may be exercised by an Officer, or Agent for the Town, or by a member of the York Regional Police.

15. OBSTRUCTION

- (1) No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person who is exercising a power or performing a duty under the *Municipal Act*, or under a by-law passed under the *Municipal Act*.
- (2) Any Person who has been alleged to have contravened any of the provisions under the *Municipal Act* or under a by-law passed under the *Municipal Act*, shall identify themselves to the Officer upon request, failure to do so shall be deemed to have obstructed or hindered an Officer in the execution of his/her duties.

16. SEVERABILITY

In the event any provisions of this by-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

17. AUTHORIZATION

That the Town Clerk be authorized and directed to take the necessary actions to give effect to this by-law.

18. TITLE

This by-law may be known as the "Short-term Rental Accommodation Licensing By-law".

19. EFFECTIVE DATE

This by-law comes into effect upon final approval of the Amendments to the Official Plan, Secondary Plans for Keswick, Sutton/Jackson's Point, Pefferlaw, and the amendment to the Zoning By-law but not before January 1, 2020.

READ and enacted this 9th day of October, 2019.


Margaret Quirk, Mayor


Rachel Dillabough, Town Clerk

APPENDIX 'A' TO BY-LAW # 2019-0061 (LI-3)
SHORT-TERM RENTAL ACCOMMODATION
Renter's Code of Conduct

1. Purpose of the Code

The purpose of the Renter's Code of Conduct is to acknowledge that Short-term Rental Accommodation (STRA) premises are permitted in single family dwellings, and lawfully permitted and registered accessory apartments on the same lots as single family dwellings. It is also acknowledged that poor behaviour on the part of STRA renters can disrupt neighbours. Neighbouring residents have the right to enjoy their own properties without nuisance. It also outlines specific requirements for STRA and imposes responsibilities for owners, hosts and renters of such properties and that STRA Licensees bear the primary responsibility of conveying this information to renters of their property.

2. Objectives of this Code

The Objective of this Code is to establish acceptable standards of behaviour for owners, hosts and renters to minimize any adverse impacts on their neighbours and the neighbourhood.

3. Residential Area

The renter acknowledges for themselves and on behalf of others that they will be occupying a STRA that is located in a residential area.

4. Guiding Principles

The guiding principles for STRA renters are:

- The premise that you are occupying is a home;
- Treat the premise as your own;
- Respect your neighbours; and
- Leave it as you find it.

5. Maximum Number of Persons on the Premises:

The maximum number of Persons permitted at a Short-term Rental Accommodation Premises shall be limited as per Section 2(5) of the Short-term Rental Accommodation Licensing By-law.

The maximum number of Persons, including but not limited to residents, renters and their guests/visitors, permitted on a Premises at any one time, shall be

twelve (12). The maximum number of persons may be further limited at STRA on private services.

Notwithstanding the above, the property zoned "R1-120" in Zoning By-law 500, and described as Lot 11 and Block B, Plan 168 on the North Side of Malone Avenue, which was zoned for five guest bedrooms, shall be limited to fifteen (15) Persons on the Premises at any one time.

Notwithstanding the above, the property zoned "R-41" in Zoning By-law 500, and described as part of Lot 21, Concession 6 (G), on the east side of the Pepperlaw Road, which was zoned for six guest bedrooms shall be limited to eighteen (18) Persons on the Premises at any one time.

6. Noise and Residential Amenity:

No person shall make noise to cause a disturbance or conduct themselves in a way that is likely to disturb area residents. Examples of noise that is likely to disturb residents at any time include:

- a) Loud music;
- b) Outdoor or backyard gatherings or activities involving excessive noise or disruptive behaviour;
- c) Late evening/early morning disturbances; and,
- d) Yelling, shouting, singing or conversing loudly.

Renters and their guests are not allowed to disturb neighbours or interfere with their enjoyment of their premises, or the public realm, at any time of the day or night. Failure to comply with the conditions of the Town Noise By-law may result in legal action being taken. Failure to comply may result in demerit points in accordance with Appendix A of the STRA by-law.

7. Access and Parking:

Please familiarize yourself and your guests with the parking layout for the premises (shown on the site plan) to ensure ease of access with minimum disturbance to neighbours. All STRA premises will have vehicle parking requirements as part of the licensing process.

8. Recycling and Garbage:

Please familiarize yourself and your guests with all related site amenities found on the site plan, including the provisions that have been made for waste management and the day of the week in which waste collection is scheduled. It should be noted that the "putting out" of waste on a non-scheduled day is regulated by the Town's Waste Management By-law. Waste collection information and pick up times are available on the Town of Georgina's website. The disposal of household waste in public garbage bins is prohibited.

9. Dwellings on Lots on Private Sewage Disposal Systems:

Note if the STRA Premises are served with a private septic system. Exceeding two persons per bedroom may result in the malfunctioning of the septic system and pollution of the ground water system. The maximum number of persons for lots on private services will be determined by the Town following a sewage capacity inspection. This is of concern within 100 metres (328 feet) of Lake Simcoe and permanent streams (as discussed in the *Lake Simcoe Protection Act, 2009.*)

10. Fire and Occupant Safety:

All STRA shall have installed operating smoke alarms and a fire extinguisher. In STRA which have a fuel-fired appliance or solid fuel-fired appliance installed or an attached storage garage, the Owner shall ensure that the building is equipped with a **carbon monoxide alarm** installed outside of the sleeping areas. Further, the Owner shall regularly test the alarms to ensure that they are operational. If a renter discovers that any of the alarms are not operational the renter shall immediately notify the property owner of the deficiency.

11. Leisure Vehicle Parking:

Note: The Town of Georgina has adopted a Leisure Vehicle by-law (e.g. motor homes, boats, trailer, snowmobiles etc.) which addresses parking requirements for these vehicles. Parking requirements for Leisure Vehicles are addressed as part of the overall Parking Management Plan within the STRA By-law.

12. Additional Responsibilities

All owners, hosts, and renters of Short-term Rental Accommodations are responsible for compliance with all other Town of Georgina by-laws (including, but not limited to the following: Noise By-law, Waste By-law, Open Air Burning By-law, Fireworks By-law, etc.). Further, in the event of a complaint or disturbance, hosts must respond within one hour upon request of the Town.

I, _____, being the Licensee of the property

described as _____

having read the above, and the terms of the Short-term Rental Accommodations By-law and License, undertake to post a copy of the Renter's Code of Conduct in a clearly visible location within my Short-term Rental Accommodation for the Renters to review, and to advise them to act appropriately. I also realize that a violation of the licensing agreement may result in the suspension or revocation of the short-term rental accommodation for my property.

Signature of Applicant for License Date

APPENDIX "B" TO BY-LAW # 2019-0061 (LI-3)

SHORT-TERM RENTAL ACCOMMODATION FEE SCHEDULE

REQUIRED FEES	FEES
Short-Term Rental Accommodation Licensing Fee	\$250.00
Short-Term Rental Accommodation Renewal Fee	\$150.00
Sewage Capacity Inspection Fee	\$106.00
Occupant Load and Inspection Report	\$158.00
Fire Inspection Fee	\$122.00
Short-Term Rental Accommodation Committee Appeal Fee	\$500.00
Short-term Rental Accommodation Committee Variance Fee	\$1,400.00

APPENDIX 'C' TO BY-LAW # 2019-0061 (LI-3) - DEMERIT POINT SYSTEM

SHORT-TERM RENTAL ACCOMMODATION

- (1) A Demerit Point System is hereby established in accordance with Table 1, without prejudice to options otherwise available to enforce this By-law or any other bylaws of the Town, Provincial Act or Regulation including, but not limited to, actions pursuant to the Building Code Act, Fire Protection and Prevention Act, and the Provincial Offences Act;
 - (a) The number of Demerit Points referenced in Column 3 of Table 1 below will be assessed against a Short-term Rental Accommodation Premises in respect of the matter noted in Column 1 upon the following event respecting a contravention:
 - (i) the expiry of the period for appealing a fine imposed pursuant to Part I or Part III of the Provincial Offences Act;
 - (ii) the expiry of the period for appealing against a conviction in the Ontario Court of Justice;
 - (iii) an Order not complied with;
 - (iv) an Order not complied with resulting in Town remediation; or,
 - (v) an observation by an Officer.
- (2) A Licence may be suspended for a period not longer than six months if the total Demerit Points in effect respecting a Short-term Rental Accommodation is at least seven.
- (3) A Licence may be revoked if the total of all Demerit Points in effect respecting a Short-term Rental Accommodation is at least fifteen.
- (4) Notice of the suspension or revocation of a Licence shall be provided to the Owner in accordance with Section 7 of this By-law and a Licensee may appeal the suspension or revocation in accordance with Section 11 of this By-law.
- (5) Demerit Points shall remain in place until the two-year anniversary of the date of which the Demerit Points were assessed.
- (6) The Town shall not be liable for economic or other losses claimed by a Licensee for any reason, so long as good faith efforts were made by the Town or its representatives in exercising their judgment, or fulfilling their responsibilities, under this By-law.

Table 1			
Infraction	Reference	Type	Demerit Points
Fire Protection and Prevention Act/Fire Code	FPPA/FC	Order not Complied With	3
		Part 1 or Part III	7
Open Air Burning Violation	Town Open Air Burning By-law	Cost Incurred for Illegal Fire	2
		Part 1 or Part III	4
Operating without a licence	STRA By-law	Order not Complied With	3
		Part 1 or Part III	5
Building Code Act (Order to Comply)	BCA	Order not Complied With	3
		Part 1 or Part III	7
Noise By-law Infraction	Town Noise By-law	Observed by Officer	1
		Part 1 or Part III	4
Waste Collection By-law Infraction	Town Waste By-law	Order not Complied With	2
		Part 1 or Part III	4
Property Standards	Town Property Standards By-law	Order not Complied With	2
		Part 1 or Part III	4
Discharge of Fireworks	Town Fireworks By-law	Observed by Officer	1
		Part 1 or Part III	4
Host does not respond within 1 hour of request by Town	STRA By-law	Observed by an Officer	1
		Order not Complied With	2
		Part 1 or Part III	4
Violation of any Provision of this By-law	STRA By-law	Observed by an Officer	1
		Order not Complied With	2
		Part 1 or Part III	4
Violation of Renter's Code of Conduct	STRA By-law	Observed by an Officer	1
		Order not Complied With	2
		Part 1 or Part III	4
Obstruction of Officer	STRA By-law	Observed by Officer	7
		Part 1 or Part III	15

Left blank

The Corporation of the Town of The Blue Mountains

By-Law Number 2021 – 70

Being a By-law to Regulate and License Businesses in the Town of The Blue Mountains

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended hereinafter referred to as the "*Municipal Act*" provides that a municipality has the capacity, rights, powers, and privileges of a natural Person for the purpose of exercising the authority under the Act;

And Whereas Section 8 (3) of the *Municipal Act*, authorizes a municipality to provide for a system of Licenses;

And Whereas Section 9 of the *Municipal Act*, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to:

- a) enable municipalities to govern their affairs as they consider appropriate; and
- b) enhance their ability to respond to municipal issues;

And Whereas Section 11 (2), paragraph 6 of the *Municipal Act*, authorizes a municipality to pass a By-law respecting the health, safety, and well-being of Persons;

And Whereas Section 151 of the *Municipal Act*, provides that a municipality may provide for a system of Licenses with respect to a business and may:

- a) prohibit the carrying on or engaging in the business without a License;
- b) refuse to grant a License or to revoke or suspend a License;
- c) impose conditions as a requirement of obtaining, continuing to hold or renewing a License;
- d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a License;
- e) impose conditions, including special conditions, as a requirement of continuing to hold a License at any time during the term of the License; and
- f) License, regulate or govern real and Personal Property used for the business and the Persons carrying it on or engaged in it;

And Whereas Section 434.1 of the *Municipal Act*, provides that a municipality may require a Person to pay an Administrative Monetary Penalty if the municipality is satisfied that the Person has failed to comply with a By-law of the municipality passed under the *Municipal Act*;

And Whereas Section 23.1 of the *Municipal Act*, authorizes a municipality to delegate its powers and duties;

And Whereas the Council of the Corporation of the Town of The Blue Mountains has deemed it necessary and expedient to regulate and License the Short-Term Rental of Property in the Town of The Blue Mountains;

And Whereas the Town of The Blue Mountains has implemented a system to License the operation of Short Rental Properties in the Town of The Blue Mountains;

And Whereas the Town of The Blue Mountains wishes to continue the licensing of Short-Term Rental Properties within the context of a much broader licensing framework;

Now Therefore the Council of the Corporation of the Town of The Blue Mountains enacts as follows:

1.0 Definitions

In this By-law:

“Administrative Monetary Penalty” means a monetary penalty imposed for a contravention of this By-law and as set out in By-law 2021- , as amended;

“Agent” means a Person authorized in writing by an Owner to act on the Owner’s or group of Owner’s behalf;

“Applicant” means a Person who files an application for a License;

“Building” means a structure occupying an area greater than 10 square metres consisting of a wall, roof, and floor or any of them, or a structural system serving the function thereof, including all plumbing, works, fixtures and services system appurtenant thereto;

“Chief Administrative Officer” means the Chief Administrative Officer for the Town or any Person designated by the Chief Administrative Officer;

“Clerk” means the Clerk for the Town or any Person designated by the Clerk;

“Council” means Council for the Town;

“Director of Community Services” means the Director of Community Services for the Town or any Person designated by the Director of Community Services or any Person designated by the Chief Administrative Officer;

“Director of Finance and IT Services” means the Director of Finance and IT Services and Treasurer for the Town or any Person designated by the Director of Finance and IT Services or any Person designated by the Chief Administrative Officer;

“Director of Legal Services” means the Director of Legal Services and the Town Solicitor for the Town or any Person designated by the Director of Legal Services or any Person designated by the Chief Administrative Officer;

“Director of Operations” means the Director of Operations for the Town or any Person designated by the Director of Operations or any Person designated by the Chief Administrative Officer;

“Director of Planning and Development Services” means the Director of Planning and Development Services for the Town or any Person designated by the Director of Planning and Development Services or any Person designated by the Chief Administrative Officer;

“Exception Area” means a specific area of the Town as designated in Town’s Zoning By-law where Short Term Rental Units are considered a permitted use;

“Fire Chief” means the Fire Chief for the Town or any Person designated by the Fire Chief;

“Fit for Duty” means the condition of a Person who has been designated to respond and that is able to respond not under the influence of any legal or illegal drug, alcohol, or medication that will hinder response and resolution performance or compromise their safety or the safety of others;

“License” means a License issued by the Town pursuant to this By-law;

“License Issuer” means a Town employee delegated authority by Council as the Person responsible for issuing a License;

“License Number” means a number assigned to a License by the Town;

“Licensee” means a Person issued a current valid License pursuant to this By-law;

"Nuisance" means an activity or behavior that when consistent or repetitive causes a material inconvenience, discomfort, or damage to others; either to individuals and/or to the general public;

"Officer" means a police officer, Municipal Law Enforcement Officer, the Fire Chief, Chief Building Official, or other Person appointed by By-law to enforce the provisions of this By-law;

"Owner" means the registered owner of the lands or Premise or his or her authorized agent that is in lawful control of the lands or Premise;

"Parking Management Plan" means a plan completed by the property owner, a licensed professional engineer, architect, landscape architect, professional planner, surveyor, draftsman, or equivalent, which shall include:

- a) the scale of the drawings in metres;
- b) the area that is designated for the parking of vehicles;
- c) the size of each parking space;
- d) the location of all driveways and access to the Premises; and,
- e) the lot lines of the Premises, including dimensions of the Premises.

"Person" includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

"Premises" means land, Property or any part thereof including any and all Buildings or other structures thereon;

"Principal Residence" means a Person's permanent lodging place to which, whenever absent he or she intends to return;

"Renter" means the Person responsible for the rental of the Premise by way of concession, permit, License, rental agreement or similar commercial arrangement;

"Rental or Lease Management Company" means any person who accepts, facilitates, manages, brokers requests for, advertises, or offers Short-Term Accommodations for compensation or a fee through a website or other platform

"Town" means The Corporation of The Town of The Blue Mountains or the land within the geographic limits of the Corporation of The Town of The Blue Mountains as the context requires

"Zoning By-law" means any By-law administered by the Town passed pursuant to Section 34 of the Planning Act or a successor thereof, as may be amended from time to time.

2.0 Application and General

- 2.1 This By-law shall apply throughout the whole of the Town.
- 2.2 This By-law may be referred to as the "Licensing By-law".
- 2.3 No Person shall own, operate, or carry on a business or activity identified in this By-law at Schedule A hereto other than in accordance with the terms and conditions of a License issued pursuant to the terms and conditions of this By-law.
- 2.4 No Person shall advertise, promote, broker, or offer for rent or lease any business or activity identified in this By-law without a current valid License and no Owner shall permit any of the foregoing without a current valid License.
- 2.5 No Person shall alter or modify or permit the alteration or modification of a License.
- 2.6 No Person shall use, or attempt to use, a License issued to another Person or Property.

- 2.7 No Person shall own, operate, or carry on any business or activity in any other name other than in the name that appears on the License.
- 2.8 Every Person who knowingly makes a false statement in an application, declaration, affidavit or paper writing required by this By-law or the Town is guilty of an offence.
- 2.9 No Person who is issued a License pursuant to this By-law shall contravene any provision set out in this By-law, any other municipal By-law, federal or provincial Act, Statute, or any other legislation applicable to a licensed Premise or Activity.
- 2.10 No Person shall remove an order or placard posted on a Premise under this By-law, except an Officer.
- 2.11 No Person shall own, operate, or carry on a business or activity while a License is under an administrative suspension.
- 2.12 No Person shall cause or permit to be caused a Nuisance on a Premises.
- 2.13 Transition
- a) This Section applies to Licenses issued under By-law 2013-50 & 2014-45 ("Existing License")
 - b) Upon the coming into force of this By-law, any Existing License shall be continued under, and subject to this By-law on the following terms:
 - i. Any Existing License issued to a Premises within the Exception Area shall be continued as a Type A License
 - ii. Any Existing License issued to a Premises outside the Exception Area shall be continued as a Type B License
 - iii. Any Existing License issued to a Legal Non-Conforming Premises shall be continued as a Type C License
 - iv. Any Existing License issued to a Principle Residence being used as a Bed and Breakfast Establishment shall be continued as a Type D License
 - c) Any Existing License which is continued under this By-law shall expire on the same date the Existing License was set to expire.
 - d) Any business or Premises which was not previously subject to an Existing License shall have ninety (90) days from the coming into force of this By-law to obtain the required License.
 - e) Any Existing License which is continued under this By-law shall not be subject to the Fees and Charges under this By-law until such time that a new License is issued under this By-law.
 - f) The Corporation of the Town of The Blue Mountains By-laws 2013-50 and 2014-45 shall be revoked upon this By-law coming into force.
 - g) This By-law shall come into force on the day it is passed.

3.0 Application for a License

- 3.1 A Person making an application for a License or for a renewal of a License shall submit:
- a) a complete application in the form provided by the Town;
 - b) when applicable, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
 - c) all required documents, and obtain all required approvals and inspections as outlined in the applicable Schedule to this By-law;
 - d) the required License application fee, approval, and inspection fees.

- 3.2 Acceptance of a License application does not constitute approval of the application or oblige the Town to issue a License.
- 3.3 A License fee shall be paid by a Person at the time the License is issued by the License Issuer.
- 4.0 Licenses
- 4.1 The License Issuer is hereby delegated authority to issue a License in accordance with the provisions of this By-law and the applicable Schedule(s) to this By-law.
- 4.2 The License Issuer is hereby delegated authority to impose additional conditions on a License that are reasonable and taking into consideration:
- a) the health, safety, and well-being of Persons;
 - b) the impact on a neighbouring Property or neighbouring Property owner;
 - c) the past conduct of an applicant or Licensee;
 - d) the impact to the Town or the need within the Town if supported by Policy and or By-law, as approved and adopted by Town Council, if applicable.
- A condition imposed under this Section may be appealed to the Licensing Committee as outlined in Sections 8,9,10 of this By-law.
- 4.3 A License issued by the Town is not transferable.
- 4.4 A License issued pursuant to this By-law is valid for a period of time as outlined in the applicable Schedule(s) to this By-law.
- 4.5 Every License shall remain at all times the Property of the Town;
- 4.6 No Person shall enjoy a vested right in any License or the continuance of any License.
- 4.7 A License shall be issued by the License Issuer:
- a) upon the requirements of this By-law being met;
 - b) upon submission of the documents as required by this By-law and as outlined on the applicable Schedule(s) to this By-law;
 - c) upon obtaining the required approvals and inspections required by this By-law and as outlined on the applicable Schedule(s) to this By-law;
- 4.8 The License Issuer shall not issue a License if the owner(s) or applicant(s) have any outstanding fines, penalties, legal costs, disbursements, Property taxes and late payment charges owing to the Town for the Property subject to the License application.
- 4.9 A License shall only be issued by the License Issuer to the registered owner of the Property unless otherwise required by the Schedule relating specifically to the License Type.
- 4.10 A License issued shall include the following:
- a) the municipal address;
 - b) License type;
 - c) License number;
 - d) effective date and expiry date of the License;
 - e) Licensee name and contact information;
 - f) responsible person name and contact information.

5.0 License Terms and Conditions

- 5.1 A License is subject to the terms and conditions of this By-law and the terms and conditions as set out in the applicable Schedule(s) to this By-law.
- 5.2 A licensee shall notify the Town within fifteen (15) days of any changes to the:
 - a) business name;
 - b) location of the business Premise;
 - c) ownership of the business;
 - d) a change in the Licensee's policy of liability insurance;

and such changes shall be subject to submission of the necessary documentation to the Town.

- 5.3 A Licensee shall be responsible for the act(s) and omission(s) of its employees, representatives and agents in the carrying on of the business in the same manner and to the same extent as though the Licensee did the act(s) or omission(s).
- 5.4 Any record required by this By-law shall be produced by the Licensee upon request of an Officer.

6.0 Licenses Administrative Suspensions

- 6.1 Where the Licensee's policy of liability insurance expires, is cancelled, or is otherwise terminated, then the applicable License shall be automatically suspended effective on the date of such expiration, cancellation, or termination and shall remain so until such insurance has been reinstated.
- 6.2 An administrative suspension of a License without a hearing shall be imposed for:
 - a) fourteen (14) days if the Town is satisfied that the continuation of the business poses an immediate danger to health and safety of any Person or to any Premises.

Before any suspension is imposed, the Town shall provide the Licensee with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.

Any suspension imposed under this section shall be effective immediately upon notification being given to the Licensee, and the Licensee having been given a opportunity to respond, and such suspension may be lifted at the discretion of the Town, upon receipt of the Licensee's response.

- 6.3 An administrative suspension imposed under Section 6.2 may be imposed on such conditions as the License Issuer considers appropriate.

7.0 Licenses Grounds for Refusal, Revocation or Suspension

- 7.1 An applicant or Licensee may be granted a License upon meeting the requirements of this By-law except where:
 - a) the past or present conduct of any Person, including the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the Person will not carry on or engage in the business in respect of which the application is made in accordance with the law or with honesty or integrity; or
 - b) the Applicant or Licensee has past breaches or contraventions of any law or any provision of this By-law or any other municipal By-law or Provincial or Federal Statute associated with the carrying on of such business; or

- c) the Applicant or Licensee has failed to pay an Administrative Monetary Penalty imposed by the Town or a fine or fines imposed by a Court for convictions for breach of this or any other Town By-law or provincial offence related to the licensed Premise; or
 - d) the Applicant or Licensee has failed to comply with any term, condition or direction of the License Issuer or Officer or has failed to permit any investigation by the License Issuer or Officer; or
 - e) the applicant or Licensee has failed to comply with the requirements set out in this By-law or any of the applicable Schedules to this By-law; or
 - f) the issuing of a License would be contrary to the public interest with respect to health and safety, consumer protection, or nuisance control; or
 - g) the Applicant or Licensee has submitted an application or other documents to the Town containing false statements, incorrect, incomplete, or misleading information; or
 - h) the Applicant or Licensee is carrying on or engaging in activities that are, or will be, if the Applicant or Licensee is licensed, in contravention of this By-law, or any other applicable law; or
 - i) the Applicant or Licensee has not paid the required License fees; or
 - j) the Applicant or Licensee has accumulated fifteen (15) demerit points against the Property in accordance with Section 11.7; the Applicant or Licensee or Owner has outstanding fines, penalties, legal costs, disbursements, Property taxes and late payment charges owing to the Town or other Government Authority for the subject Property.
- 7.2 The License Issuer may revoke, suspend, or refuse to issue a License, where the Applicant or Licensee would not be entitled to a License on any grounds set out in this By-law.
- 7.3 Where the application for a License has been revoked, suspended, or cancelled, the fees paid by the Applicant or Licensee, in the respect of the License, shall not be refunded.
- 7.4 Where a License has been revoked, suspended, or cancelled, the Licensee shall return the License to the License Issuer within two (2) days of service of the notice of the decision.
- 7.5 When a revoked, suspended or cancelled License has not been returned, an Officer may enter upon the Premise excluding entry into a Dwelling Unit for the purpose of receiving, taking, or removing the said License.
- 8.0 Licenses Grounds for Refusal, Revocation or Suspension – Right to a Hearing**
- 8.1 With the exception of Section 6.2, before a License is refused, revoked, suspended or cancelled written notice shall be given to the Applicant or Licensee.
- 8.2 Notice shall be served to the Applicant's or Licensee's last known address or email address filed with the Town and shall:
- a) contain sufficient information to specify the nature of, or reason for, any recommendation;
 - b) inform the Applicant or Licensee of entitlement to a hearing before the Licensing Appeal Committee, if a request in writing for a hearing is returned to the Clerk within fifteen (15) days after the date of service of the notice; and
 - c) inform the Applicant or Licensee that if no written request is received, the Licensing Appeal Committee may proceed and make any decision with respect to the License.
- 8.3 On receipt of a written request for a hearing from an Applicant or Licensee, the Clerk shall:

- a) schedule a hearing; and
- b) give the Applicant or Licensee notice of the hearing at least twenty (20) days prior to the hearing date; and
- c) post notice of the hearing on the Town's website at least twenty (20) days prior to the hearing date.

8.4 Service of any notice on the Applicant or Licensee under this By-law shall be made by Personal delivery, ordinary mail, or email transmission. The notice shall be deemed to have been served on the seventh (7th) day after the day of mailing or on the date of Personal service or on the date the email is sent.

9.0 Establishment of Licensing Appeal Committee

9.1 Council is hereby established as the Licensing Appeal Committee and shall hear and render decisions regarding the refusal, revocation or suspension of a License, and the imposing of terms and conditions on a License.

9.2 The decision of the Licensing Appeal Committee shall be final and binding.

10.0 Hearing Process

10.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law, and the Licensing Appeal Committee may pass rules for the practice and procedure of the Committee.

10.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the Licensing Appeal Committee shall hear the Applicant or Licensee and every other Person who desires to be heard, and the Licensing Appeal Committee may adjourn the hearing or reserve its decision.

10.3 No decision of the Licensing Appeal Committee is valid unless it is concurred in by the majority of the members of the Licensing Appeal Committee that heard the matter, and the decision of the Licensing Appeal Committee, shall be in writing and shall set out the reasons for the decision, and shall be signed by the members who concur in the decision.

10.4 Any authority or permission granted by the Licensing Appeal Committee may be for such time and subject to such terms and conditions as the Licensing Appeal Committee considers advisable and as are set out in the decision.

10.5 When a Person who has been given written notice of a hearing does not attend at the appointed time and place, the Licensing Appeal Committee may proceed with the hearing in his absence, and the Person shall not be entitled to any further notice of the proceedings.

10.6 The Clerk shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:

- a) the Applicant or Licensee; and
- b) each person who appeared in person or by Counsel or by Agent at the hearing and who filed with the Clerk a written request for notice of the decision.

11.0 Demerit Point System

11.1 The Demerit Point System established on Schedule B to this By-law shall be used in the consideration of the issuing, issuing with conditions, suspension, refusal to issue and revocation of a License.

11.2 A Licensee may be assessed demerit points as outlined in Schedule B for a contravention of this By-law or as a result of an Administrative Monetary Penalty imposed by the Town

or a fine or conviction imposed by a Court for a breach of this By-law, or a By-law as identified in Schedule B.

- 11.3 A Licensee shall be given Notice forthwith upon any Demerit Points being issued against their Property. Any Demerit points issued pursuant to this By-law may be appealed to the License Appeal Committee in accordance with Sections 8,9, 10 of this By-law.
- 11.4 Subject to Section 11.2 of this Bylaw, Demerit points accumulated by a Licensee shall remain in place against the Licensee for a period of two (2) years from the date the demerit points were imposed.
- 11.5 Where Demerit points have been accumulated by the Licensee and remain in place, the License Issuer may take into account the Demerit points and may reduce the term of a new Licence or impose additional conditions on a new Licence, including a reduction in the maximum permitted occupancy, as if it was a condition as imposed under section 4.2.
- 11.6 A Licence may be suspended for a period of not longer than six months if the total Demerit points in effect respecting a Licence is greater than 7.
- 11.7 A Licence may be revoked if the total of all Demerit points in effect is greater than 15.
- 11.8 Notice of a suspension or revocation under this section shall be provided to the Owner or Licencee in accordance with section 8.2 of this By-law and an Owner or Licencee may appeal the suspension or revocation in accordance with sections 8, 9, and 10 of this By-law.
- 12.0 Fees**
- 12.1 The fees for any License application, inspections and approvals required pursuant to this By-law shall be as prescribed in the Town's Fees and Charges By-law and is payable upon submission of an application.
- 12.2 The fees for any License to be issued pursuant to this By-law shall be as prescribed in the Town's Fees and Charges By-law and are payable upon the issuing of a License.
- 13.0 Orders**
- 13.1 Where an Officer has reasonable grounds to believe that a contravention of this By-law has occurred, the Officer may make an Order requiring the Person who contravened this By-law, or who has caused or permitted the contravention, or the Owner or Licensee of the Premises on which the contravention has occurred, to discontinue the contravening activity.
- 13.2 An Order under section 13.1 shall set out:
- reasonable particulars of the contravention adequate to identify the contravention;
 - the location of the Premise on which the contravention occurred; and
 - the date by which there must be compliance with the Order.
- 13.3 An Order to discontinue a contravening activity made under this section may be served Personally, registered mail to the last known address or by email transmission to:
- the Person the Officer believes contravened this By-law; and
 - such other Persons affected by the Order as the Officer making the Order determines.
- 13.4 The Order shall be deemed to have been served on the seventh (7th) day after the date of mailing or on the date of Personal delivery or email transmission.

13.5 An Officer who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the Premise and the placing of the placard shall be deemed to be sufficient service. The placing of the placard contained the Order shall be deemed to be served on the date of placing the placard.

13.6 Any Person who contravenes an Order under this by-law is guilty of an offence or subject to an Administrative Monetary Penalty.

14.0 Enforcement and Penalty Provisions

14.1 The enforcement of this By-law shall be conducted by an Officer.

14.2 An Officer may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- a) the By-law is complied with;
- b) the License, or the term or condition of a License, or the term or condition of this By-law is complied with;
- c) the approved plans are complied with;
- d) a direction or order made under the *Municipal Act, 2001*, or this By-law is complied with.

14.3 For the purposes of an inspection under this By-law, an Officer may:

- a) require the production for inspection of documents or things relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information from any Person concerning a matter related to the inspection; and
- d) alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

14.4 All documents and records shall be kept in a good and business-like manner for review by the Officer at their request.

14.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

14.6 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the Person from whom the sample is taken, if the Person so requests at the time the sample is taken and provides the necessary facilities.

14.7 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the Person from whom the sample was taken.

14.8 Every Person who contravenes any provision of this By-law and every director or officer of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to:

- a) on a first offence, to a fine not more than \$50,000.00; and
- b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00

46

14.9 Every Person who is issued a Part 1 offence notice or summons and is convicted is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

14.10 No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer exercising a power or performing a duty under this By-law.

14.11 Every Person who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an Officer upon request, failure to do so shall be deemed to have hindered or obstructed an Officer in the execution of his or her duties.

14.12 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

14.13 If a Person is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the Person convicted.

15.0 Administrative Monetary Penalties

15.1 Administrative Monetary Penalty By-law 2021-71, as amended, applies to this By-law.

15.2 Every Person who contravenes a provision of this By-law shall upon the issuing of a Penalty Notice under Administrative Monetary Penalty By-law 2021-71 is liable to pay the Town an Administrative Monetary Penalty in the amount set out in the Administrative Monetary Penalty By-law 2021-71.

15.3 Any Person who is issued a Penalty Notice for a contravention of this By-law under the Administrative Monetary Penalty By-law 2021-71, as amended, shall not be charged under the *Provincial Offences Act* for the same contravention.

16.0 Severability

If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council of the Town that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

17.0 Singular and Plural Use

In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

18.0 Schedules

The Schedules attached to this By-law form part of this By-law.

And Further that this By-law shall come into force and take effect upon the enactment thereof. Enacted and passed this 23rd day of August, 2021

Alar Soever, Mayor

Corrina Giles, Town Clerk

4b

Town of The Blue Mountains
Schedule A of By-law No. 2021-70
Licensing Types

Type A	Short Term Rental Property License within the Exception Area as prescribed in Schedule C to this By-law
Type B	Short Term Rental Property License as prescribed in Schedule D to this By-law
Type C	Legal Non-Conforming Short Term Rental Property License as prescribed in Schedule E to this By-law
Type D	Bed & Breakfast License as prescribed in Schedule F to this By-law

46

46

Town of The Blue Mountains

Schedule B of By-law No. 2021-70

Short Form Wordings and Associated Demerit Points

For the purpose of Section 11 of this By-law:

- a) the Designated Provisions column in the following table lists the provisions of this By-law that are hereby designated as being subject to the demerit point system;
- b) the Short Form Wording column in the following table sets out the nature of the violation;
- c) the Demerit Points column in the following table sets out the Demerit Points imposed for a contravention of this By-law, or for a Conviction under a Town By-law pursuant to a License, and as referenced in the below chart.
 - i. For greater certainty, Conviction means a fine, charge, or conviction has been entered pursuant to Part I or Part III of the Provincial Offences Act or in the Ontario Court of Justice, and the time for appealing said fine. Charge, or conviction has expired.

Item	Section	Short Form Wording	Demerit Points
1	Type A, B, C Licence - Section 2.4	Exceed Maximum permitted occupancy between 2200 and 0700 hours	3
2	Type A, B, C Licence - Section 2.4	2 nd or subsequent offence for exceeding maximum permitted occupancy between 2200 and 0700 hours	8
3	Type A, B, C Licence - Section 2.9	Term and Condition of License - Non-availability of Responsible Person	5
4	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Waste Collection By-law (16-03, as amended) Conviction related to Premises	5
5	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Property Standards By-law (2002-18 as amended) Conviction related to Premises	5
6	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Noise By-law (2002-9, as amended) Conviction related to Premises	5
7	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Second or subsequent contravention related to the Premises under the Noise, Waste Collection or Property Standards By-laws	10
8	Type A, B, C Licence - Section 2.6 Type D License - Section 2.5	Fail to post License	3
9	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Advertising without a Town License number being included in Advertisement	3
10	Type D License - Section 2.5	Failure of the Licensee to be on site during the stay of a renter during the hours of 2300 and 0700 hours	5
11	Type A, B, C Licence - Section 2.7 Type D License - Section 2.5	Permitting an activity that causes a Nuisance	1

12	Type A, B, C Licence - Section 2.7	Using or permitting Premises to be used contrary to Parking Management Plan	3
13	Type A, B, C Licence - Section 2.7	Operating without functioning noise notification system where required	3
14	Type A, B, C Licence - Section 2.10	Permit the operation or occupation of an outdoor hot tub or outdoor pool outside the hour of 0700 and 2300	5
15	Type A, B, C Licence - Section 2.11	Failure to properly or adequately secure a Pool or Hot Tub	5
16	Type A, B, C Licence - Section 2.11	Ignite or permit the ignition of an outside fire or provision of a fire pit without authorization provided by License	5
17	Building Code	Building Code Act (construction without a permit) Conviction	7
18	Type A, B, C Licence - Section 2.2 Type D License - Section 2.3	Fire Protection and Prevention Act/Fire Code Conviction	15
19	Type A, B, C, D Licence - Section 13 of this By-law	Failure to comply with an Order	10

46

Town of The Blue Mountains
Schedule C of By-law No. 2021-70

Type A License

Short Term Rental Property License within the Exception Area

In this Schedule C of the By-law:

1.0 Definitions

“Bedroom” means a room or area, separated from the common living area(s) of the Short-Term Rental Property Unit which is equipped with a sleeping type bed and a closable, latching door for privacy. A Bedroom shall further meet the requirements for natural light as set out in the Ontario Building Code, and if located in a basement, must provide for adequate means of egress, as approved by the Fire Department;

“Dwelling Unit” means a suite operated as a housekeeping unit, used, or intended to be used by one or more Persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Exception Area” means a specific area of the Town as designated in Town’s Zoning By-law;

“Maximum Occupancy” means the maximum number of occupants permitted on the Premises;

“Renter’s Code” means a document prepared by the Owner that:

- a) sets out the rôles and responsibilities of a Renter including behavior expectations as they relate to causing a disturbance;
- b) provides a written warning related to the making of a disturbance;
- c) identifies the Town By-laws and the provisions of the Town By-laws to be complied with;
- d) includes the Parking Management Plan.

“Responsible Person” means a Person that is Fit for Duty and designated by a Licensee who is over the age of eighteen (18) and is able to respond to the Premise as required by the License;

“Short Term Rental Property Unit” or “STRPU” means a Building or structure, or any part thereof being used for the habitation of tenants of that temporary residence, lodging or occupancy by way of concession, permit, lease, License, rental agreement, or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year;

“Type A” means a License for a Short-Term Rental Property Unit in an Exception Area in the Town’s Zoning By-law;

2.0 Terms and Conditions

2.1 This Type A License is a License to operate a Short-Term Rental Property Unit in the Exception Area. In addition to the licensing requirements set out in this By-law an Applicant or Licensee for a Type A License, shall submit the following:

- a) An inspection approved by the Town’s Fire Chief dated within the previous 2 years stating the Premises are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the maximum occupancy;
- b) a Renter’s Code;

- c) proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a rental property for the term of the License with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the Town by the insurance underwriter;
- d) acknowledgement and consent to the posting of the following information on the Town's website:
 - i. the municipal address of the Premises;
 - ii. the legal description of the Premises;
 - iii. the contact information for the owner, agent, applicant and Responsible Person;
- e) certificate from a Licensed Electrician dated within the previous 90 days of making applications for a License stating the Premises are in compliance with the Electrical Safety Code.
- f) The Parking Management Plan

2.2 In addition to the licensing requirements set out in Section 3 of the General Provisions of this By-law the issuing of a Type A License is subject to the following:

- a) compliance with the Town's Zoning By-law;
- b) complete fire safety requirements checklist;
- c) compliance with the Fire Code;
- d) posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each bedroom, smoke alarm, carbon monoxide alarm, extinguisher, exit/egress doors or windows on the Premises to the satisfaction of the Town;
- e) confirmation that the owner(s) and applicant(s) have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the Town for the subject property.

2.3 A Type A License is valid for a period of 24 months, or longer at the Town's sole discretion from the date on which it is issued;
 For additional clarity, if a Licence is issued for greater than 24 months, the STRPU shall be subject to pro-rated fees and charges for the extended term of the License.

2.4 The Maximum Occupancy within a dwelling unit for a Type A License shall be calculated as follows:

- a) two (2) Persons per Bedroom;
- b) and four (4) additional Persons.

2.5 The maximum occupancy calculated under Section 2.4 of this Schedule C of this Bylaw may be reduced by the License Issuer taking into consideration the number of approved parking spaces in the Parking Management Plan, or occupancy load issues identified by a fire inspector

2.6 A Licensee of a Type A License shall:

- a) be the registered owner of the Property;
- b) provide and maintain on the Premises a self-enclosed Building, structure, or container for the disposal of garbage and waste;
- c) designate a Responsible Person;
- d) display the License in a conspicuous place on the licensed Premises in close proximity to the entrance of the Property and visible to the public at all times;
- e) display the License in a prominent place on the interior of the licensed premise; and,

46

- f) post the fire safety instructions next to the License displayed on the interior of the licensed premise.

2.7 Every Person who owns or operates a Short-Term Rental Property Unit under a Type A License shall:

- a) operate the Premises in accordance with the approved:
 - i. Renter's Code;
 - ii. Parking Management Plan;
 - iii. maximum occupancy calculation;
- b) operate the Premises in accordance with the Town's:
 - i. Property Standards By-law;
 - ii. Waste Collection By-law;
 - iii. Noise By-law;
 - iv. any other By-law and the Ontario Human Rights Code;
- c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the Premise in a clean and sanitary condition;
- d) provide sufficient levels of illumination to facilitate the safe passage of occupants to the satisfaction of the Fire Chief;
- e) not make, cause, or permit a disturbance or Nuisance;
- f) provide the Renter with a copy of the Renter's Code;
- g) keep a written record of the following:
 - i. the date of entry;
 - ii. the length of stay of a Renter;
 - iii. the home address of a Renter;
 - iv. confirmation including the date of receipt of the Renter's Code by the Renter;
 - v. the dates on which smoke and carbon monoxide alarms were tested, batteries replaced, or units replaced;
 - vi. the dates on which fire extinguishers are checked or maintained;
 - vii. the dates on which exit, and emergency lighting is checked or maintained;
 - viii. annual gas or wood fired appliances, chimneys, vents, and flue inspections.
- h) maintain the records required by subsection (g) for a minimum of two (2) years;
- i) include the valid current License Number on all:
 - i. advertisement and promotional materials;
 - ii. website;
 - iii. contracts and agreements entered into with a Renter;
- j) ensure that at least one (1) indoor NoiseAware monitor, or equivalent noise detection system, and one (1) outdoor NoiseAware monitor, or equivalent noise detection system, is fully operational and monitored at all times.
- k) not permit the use or occupation of an outdoor hot tub and or outdoor pool outside the hours of 0700 and 2300 exclusively.
- l) ensure that hot tub is covered and secured when not in use, and pools are properly secured at all times.
- m) not permit the ignition of any outdoor fire other than an approved outdoor barbeque for the purposes of preparing and cooking of food unless authorized

4b

by formal permit provided by The Blue Mountains Fire Department as part of the Licensing process.

- 2.8 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be responsible for the operation of the Premise, the conduct of the Renter and the occupants of the Premises.
- 2.9 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be available by email and telephone, 24 hours a day, 7 days a week to attend a licensed Premise within ½ hour of being contacted or notified by the Town or an authorized agent or representative of the Town or an Officer.

46

Town of The Blue Mountains
Schedule D of By-law No. 2021-70

Type B License

Short Term Rental Property License Outside of the Exception Area

1.0 Definitions

In this Schedule D of the By-law:

“Bedroom” means a room or area, separated from the common living area(s) of the Short-Term Rental Property Unit which is equipped with a sleeping type bed and a closable, latching door for privacy. A Bedroom shall further meet the requirements for natural light as set out in the Ontario Building Code, and if located in a basement, must provide for adequate means of egress, as approved by the Fire Department;

“Dwelling Unit” means a suite operated as a housekeeping unit, used, or intended to be used by one or more Persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Maximum Occupancy” means the maximum number of occupants permitted on the Premises;

“Principal Residence” means a Person’s permanent lodging place to which, whenever absent he or she intends to return;

“Responsible Person” means a Person that is Fit for Duty and designated by a Licensee who is over the age of eighteen (18) and is able to respond to the Premise as required by the License;

“Renter’s Code” means a document prepared by the Owner that:

- a) sets out the roles and responsibilities of a Renter including behavior expectations as they relate to causing a disturbance;
- b) provides a written warning related to the making of a disturbance;
- c) identifies the Town By-laws and the provisions of the Town By-laws to be complied with;
- d) includes the Parking Management Plan.

“Short Term Rental Property Unit” or “STRPU” means a Building or structure, or any part thereof being used for the habitation of tenants of that temporary residence, lodging or occupancy by way of concession, permit, lease, License, rental agreement, or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year;

“Type B License” means a License for a Short-Term Rental Property Unit outside an Exception Area in the Town’s Zoning By-law;

2.0 Terms and Conditions

2.1 This Type-B License is a License to operate a Short-Term Rental Property Unit outside of the Exception Area. In addition to the licensing requirements set out in this By-law an Applicant or Licensee for a Type B License shall submit the following:

- a) An inspection approved by the Town’s Fire Chief dated within the previous 2 years stating the Premises are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the Maximum Occupancy;
- b) a Renter’s Code;

- c) proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a rental property for the term of the License with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the Town by the insurance underwriter;
- d) acknowledgement and consent to the posting of the following information on the Town's website:
 - i. the municipal address of the Premise;
 - ii. the legal description of the Premise;
 - iii. the contact information for the Owner, Agent, Applicant and Responsible Person;
- e) certificate from a Licensed Electrician dated within the previous 90 days of making applications for a License stating the Premises are in compliance with the Electrical Safety Code.
- f) The Parking Management Plan

2.2 In addition to the licensing requirements set out in Section 3 of the General Provisions of this By-law the issuing of a Type B License is subject to the following:

- a) compliance with the Town's Zoning By-law;
- b) complete fire safety requirements checklist;
- c) compliance with the Fire Code;
- d) posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each Bedroom, smoke alarm, carbon monoxide alarm, extinguisher, exit/egress doors or windows on the Premises to the satisfaction of the Town; and
- e) confirmation that the Owner(s) and Applicant(s) have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the Town for the subject property.

2.3 A Type B License is valid for a period of 24 months, or longer at the Town's sole discretion from the date on which it is issued;
 For additional clarity, if a Licence is issued for greater than 24 months, the STRPU shall be subject to pro-rated fees and charges for the extended term of the License.

2.4 The Maximum Occupancy within a Dwelling Unit for a Type B License be calculated as follows:

- a) the number permitted under the Town's Zoning By-law; and
- b) in any event the Maximum Occupancy shall not exceed:
 - i. two (2) Persons per Bedroom; and
 - ii. four (4) additional Persons.

2.5 The Maximum Occupancy calculated under Section 2.4 of this Schedule D of this By-Law may be reduced by the License Issuer taking into consideration the number of approved parking spaces in the Parking Management Plan, or occupancy load issues identified by a fire inspector

2.6 A Licensee of a Type B License shall:

- a) be the registered owner of the Property;
- b) provide and maintain on the Premise a self-enclosed Building, structure, or container for the disposal of garbage and waste;
- c) designate a Responsible Person;

- d) display the License in a conspicuous place on the licensed Premises in close proximity to the entrance of the Property and visible to the public at all times;
- e) display the License in a prominent place on the interior of the licensed Premise; and,
- f) post the fire safety instructions next to the License displayed on the interior of the licensed Premise;

2.7 Every Person who owns or operates under a Type B License shall:

- a) operate the Premise in accordance with the approved:
 - i. Renter's Code;
 - ii. Parking Management Plan;
 - iii. maximum occupancy calculation;
- b) operate the Premise in accordance with the Town's:
 - i. Property Standards By-law;
 - ii. Waste Collection By-law;
 - iii. Noise By-law;
 - iv. any other By-law and the Ontario Human Rights Code;
- c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the Premise in a clean and sanitary condition;
- d) provide sufficient levels of illumination to facilitate the safe passage of occupants to the satisfaction of the Fire Chief;
- e) not make, cause, or permit a disturbance or Nuisance;
- f) provide the Renter with a copy of the Renter's Code;
- g) keep a written record of the following:
 - i. the date of entry;
 - ii. the length of stay of a Renter;
 - iii. the home address of a Renter;
 - iv. confirmation including the date of receipt of the Renter's Code by the Renter;
 - v. the dates on which smoke and carbon monoxide alarms were tested, batteries replaced, or units replaced;
 - vi. the dates on which fire extinguishers are checked or maintained;
 - vii. the dates on which exit, and emergency lighting is checked or maintained;
 - viii. annual gas or wood fired appliances, chimneys, vents, and flue inspections.
- h) maintain the records required by subsection (g) for a minimum of two (2) years;
- i) include the valid current License Number on all:
 - i. advertisement and promotional materials;
 - ii. website;
 - iii. contracts and agreements entered into with a Renter;
- j) ensure that at least one (1) indoor NoiseAware monitor, or equivalent noise detection system, and one (1) outdoor NoiseAware monitor, or equivalent noise detection system, is fully operational and monitored at all times.
- k) not permit the use or occupation of an outdoor hot tub and or outdoor pool outside of the hours of 0700 and 2300 exclusively.
- l) ensure that hot tub is covered and secured when not in use, and pools are properly secured at all times.
- m) not permit the ignition of any outdoor fire other than an approved outdoor Barbeque for the purposes of preparing or cooking of food unless authorized by

46

formal permit provided by The Blue Mountains Fire Department as part of the Licensing process.

- 2.8 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be responsible for the operation of the Premise, the conduct of the Renter and the occupants of the Premises.
- 2.9 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be available by email and telephone, 24 hours a day, 7 days a week to attend a licensed Premise within ½ hour of being contacted or notified by the Town or an authorized agent or representative of the Town or an Officer.

Town of The Blue Mountains

Schedule E of By-law No. 2021-70

Type C License

Legal Non-Conforming Short Term Rental Property License

1.0 Definitions

In this Schedule E of the By-law:

“**Bedroom**” means a room or area, separated from the common living area(s) of the Short-Term Rental Property Unit which is equipped with a sleeping type bed and a closable, latching door for privacy. A Bedroom shall further meet the requirements for natural light as set out in the Ontario Building Code, and if located in a basement, must provide for adequate means of egress, as approved by the Fire Department;

“**Dwelling Unit**” means a suite operated as a housekeeping unit, used, or intended to be used by one or more Persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“**Maximum Occupancy**” means the maximum number of occupants permitted on the Premises;

“**Principal Residence**” means a Person’s permanent lodging place to which, whenever absent he or she intends to return;

“**Responsible Person**” means a Person that is Fit for Duty and designated by a Licensee who is over the age of eighteen (18) and is able to respond to the Premise as required by the License;

“**Renter’s Code**” means a document prepared by the Owner that:

- a) sets out the roles and responsibilities of a Renter including behavior expectations as they relate to causing a disturbance;
- b) provides a written warning related to the making of a disturbance;
- c) identifies the Town By-laws and the provisions of the Town By-laws to be complied with;
- d) includes the Parking Management Plan.

“**Short Term Rental Property Unit**” or “**STRPU**” means a Building or structure, or any part thereof being used for the habitation of tenants of that temporary residence, lodging or occupancy by way of concession, permit, lease, License, rental agreement, or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year;

“**Type C License**” means a License for a Short-Term Rental Property Unit for a Legal Non-Conforming Short Term Rental Property Unit;

2.0 Terms and Conditions

2.1 This Type C License is a License to operate a Legal Non-Conforming Short-Term Rental Property Unit.

2.2 In addition to the licensing requirements set out in this By-law an Applicant or Licensee for a Type C License shall submit the following:

- a) An inspection approved by the Town’s Fire Chief dated within the previous 2 years stating the Premise are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the Maximum Occupancy;

- b) a Renter's Code;
- c) proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a rental property the term of the License with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the Town by the insurance underwriter;
- d) acknowledgement and consent to the posting of the following information on the Town's website:
 - i. the municipal address of the Premise;
 - ii. the legal description of the Premise;
 - iii. the contact information for the Owner, Agent, Applicant and Responsible Person;
- e) certificate from a Licensed Electrician dated within the previous 90 days of making applications for a License stating the Premises are in compliance with the Electrical Safety Code;
- f) a valid current License issued under the previous By-law that has not expired.
- g) The Parking Management Plan

2.3 In addition to the licensing requirements set out in Section 3 of the General Provisions of this By-law the issuing of a Type C License is subject to the following:

- a) a Type C License may only be issued by the License Issuer where the applicant has a current valid License issued prior to December 31, 2019;
- b) complete fire safety requirements checklist;
- c) compliance with the Fire Code;
- d) posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each Bedroom, smoke alarm, carbon monoxide alarm, extinguisher, exit/egress doors or windows on the Premises to the satisfaction of the Town; and,
- e) confirmation that the Owner(s) and Applicant(s) have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the Town for the subject property.

2.4 The Maximum Occupancy within a Dwelling Unit subject to a Type C License shall be calculated as identified by the Town as part of the Legal Non-Conforming review process.

The Maximum Occupancy may be reduced at the direction of the Fire Chief or their designate if, in the opinion of the Fire Chief or their designate, the Maximum Occupancy as calculated in this Section presents a life safety risk.

2.5 A Type C License is valid for a period of 24 months, or longer at the Town's sole discretion from the date on which it is issued;
 For additional clarity, if a Licence is issued for greater than 24 months, the STRPU shall be subject to pro-rated fees and charges for the extended term of the License.

2.6 A Licensee of a Type C License shall:

- a) the registered owner of the Property;
- b) provide and maintain on the Premise a self-enclosed Building, structure, or container for the disposal of garbage and waste;
- c) designate a Responsible Person;
- d) display the License in a conspicuous place on the licensed Premise in close proximity to the entrance of the Property and visible to the public at all times;

- e) display the License in a prominent place on the interior of the licensed Premise; and,
- f) post the fire safety instructions next to the License displayed on the interior of the licensed Premise.

2.7 Every Person who owns or operates a Type C License shall:

- a) operate the Premise in accordance with the approved:
 - i. Renter's Code;
 - ii. Parking Management Plan;
 - iii. maximum occupancy calculation;
- b) operate the Premise in accordance with the Town's:
 - i. Property Standards By-law;
 - ii. Waste Collection By-law;
 - iii. Noise By-law;
 - iv. any other By-law and the Ontario Human Rights Code;
- c) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the Premise in a clean and sanitary condition;
- d) provide sufficient levels of illumination to facilitate the safe passage of occupants to the satisfaction of the Fire Chief;
- e) not make, cause, or permit a disturbance or Nuisance;
- f) provide the Renter with a copy of the Renter's Code;
- g) keep a written record of the following:
 - i. the date of entry;
 - ii. the length of stay of a Renter;
 - iii. the home address of a Renter;
 - iv. confirmation including the date of receipt of the Renter's Code by the Renter;
 - v. the dates on which smoke and carbon monoxide alarms were tested, batteries replaced, or units replaced;
 - vi. the dates on which fire extinguishers are checked or maintained;
 - vii. the dates on which exit, and emergency lighting is checked or maintained;
 - viii. annual gas or wood fired appliances, chimneys, vents, and flue inspections.
- h) maintain the records required by subsection (g) for a minimum of two (2) years;
- i) include the valid current License Number on all:
 - i. advertisement and promotional materials;
 - ii. website;
 - iii. contracts and agreements entered into with a Renter.
- j) ensure that at least one (1) indoor NoiseAware monitor, or equivalent noise detection system, and one (1) outdoor NoiseAware monitor, or equivalent noise detection system, is fully operational and monitored at all times.
- k) not permit the use or occupation of an outdoor hot tub and or outdoor pool outside of the hours of 0700 and 2300 exclusively.
- l) ensure that hot tub is covered and secured when not in use, and pools are properly secured at all times.
- m) not permit the ignition of any outdoor fire other than an approved outdoor Barbeque for the purposes of preparing or cooking of food unless authorized by formal permit provided by The Blue Mountains Fire Department as part of the licensing process.

46

- 2.8 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be responsible for the operation of the Premise, the conduct of the Renter and the occupants of the Premise.
- 2.9 A Responsible Person and/or Rental or Lease Management Program Representative, as applicable, shall be available by email and telephone, 24 hours a day, 7 days a week to attend a licensed Premise within ½ hour of being contacted or notified by the Town or an authorized agent or representative of the Town or an Officer.

46

Town of The Blue Mountains
Schedule F of By-law No. 2021-70

Type D License

Bed & Breakfast License

1.0 Definitions

In this Schedule F of the By-law:

“Bedroom” means a room or area, separated from the common living area(s) of the Short-Term Rental Property Unit which is equipped with a sleeping type bed and a closable, latching door for privacy. A Bedroom shall further meet the requirements for natural light as set out in the Ontario Building Code, and if located in a basement, must provide for adequate means of egress, as approved by the Fire Department;

“Bed and Breakfast Establishment” or “B & B” means a Building used as a residence that operates or offers no more than three guest rooms as places or temporary residence, lodging or occupancy by way of concession, permit, lease, License, rental agreement or similar commercial arrangement throughout all or any part of a calendar year and that is the Principal Residence of the establishment’s proprietor. Bed and Breakfast Establishment shall not mean or include motel, hotel, short term accommodation, tourist cabin or cottage, hospital or similar commercial or institutional uses;

“Dwelling Unit” means a suite operated as a housekeeping unit, used, or intended to be used by one or more Persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Principal Residence” means a Person’s permanent lodging place to which, whenever absent he or she intends to return;

“Renter’s Code” means a document prepared by the Owner that:

- a) sets out the roles and responsibilities of a Renter including behavior expectations as they relate to causing a disturbance;
- b) provides a written warning related to the making of a disturbance;
- c) identifies the Town By-laws and the provisions of the Town By-laws to be complied with;
- d) includes the Parking Management Plan.

“Type D License” means a License for a Bed and Breakfast Establishment.

2.0 Terms and Conditions

2.1 This Type D License is applicable to properties operated as a Bed & Breakfast Establishment.

2.2 In addition to the licensing requirements set out in this By-law an Applicant or Licensee for a Type D License shall submit the following:

- a) a Statement prepared by the Town’s Fire Chief dated within the previous 2 years stating the Premise are in compliance with the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and its regulations and the Maximum Occupancy;
- b) a Renter’s Code;
- c) an executed Site Plan Agreement, where required by the *Planning Act*;

- d) proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for a Bed & Breakfast for the term of the License with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the Town by the insurance underwriter; and,
- e) certificate from a Licensed Electrician dated within the previous 90 days of making applications for a License stating the Premises are in compliance with the Electrical Safety Code.
- f) The Parking Management Plan

2.3 In addition to the licensing requirements set out in Section 3 of the General Provisions of this By-law, the issuing of a Type D License is subject to the following:

- a) compliance with the Town's Zoning By-law endorsed by the Director of Planning and Development Services;
- b) complete fire safety requirements checklist;
- c) compliance with the Fire Code;
- d) posting of Fire Safety Instructions that is plaqued or framed, that depicts the location of each Bedroom, smoke alarm, carbon monoxide alarm, extinguisher, exit/egress doors or windows on the Premise to the satisfaction of the Town; and,
- e) confirmation that the Owner(s) and Applicant(s) have no outstanding fines, penalties, legal costs, disbursements, property taxes and late payment charges owing to the Town for the subject property.

2.4 A Type D License is valid for a period of two (2) years from the date on which it is issued;

2.5 A Licensee of a Type D License shall:

- a) be the registered owner of the property;
- b) ensure that the Premise is the Principle Residence of the Licensee;
- c) be on site at the premise during the stay of a Renter during the hours of 2300 and 0700 hours, except in the case of emergencies;
- d) display the License in a conspicuous place on the licensed premise in close proximity to the entrance of the property and visible to the public at all times;
- e) display the License in a prominent place on the interior of the licensed Premise;
- f) be responsible for the operation of the premise, the conduct of the Renter and the occupants of the Premise;
- g) operate the Premises in accordance with the Town's:
 - i. Property Standards By-law;
 - ii. Waste Collection By-law;
 - iii. Noise By-law;
 - iv. any other By-law and the Ontario Human Rights Code;
- h) provide adequate measures for the storage and disposal of waste in accordance with this By-law and keep the Premise in a clean and sanitary condition;
- i) not make, cause, or permit a disturbance or Nuisance;
- j) include the valid current License Number on all:
 - i. advertisement and promotional materials;
 - ii. website;
 - iii. contracts and agreements entered into with a Renter;
- k) keep a written record of the following:

4b

- i. the date of entry;
- ii. the length of stay of a Renter;
- iii. the home address of a Renter;
- iv. confirmation including the date of receipt of the Renter's Code by the Renter;
- v. the dates on which smoke and carbon monoxide alarms were tested, batteries replaced, or units replaced;
- vi. the dates on which fire extinguishers are checked or maintained;
- vii. the dates on which exit, and emergency lighting is checked or maintained;
- viii. annual gas or wood fired appliances, chimneys, vents, and flue inspections.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD015-23

DATE: May 17, 2023

TO: Committee of the Whole

FROM: Lee Bull, MCIP, RPP
Associate – MHBC Planning (Township Planning Consultant)
&
Jamie Robinson, MCIP, RPP,
Partner - MHBC Planning (Township Planning Consultant)

SUBJECT: Brookfield Homes Subdivision (Part of Lot 16, Con. 4)
E-T-0602
SCDSB Condition of Draft Approval and Status Update on
Subdivision Agreement and WWTP Servicing Agreement

RECOMMENDATION

That Report PD015-23 be received; and

THAT Council endorse the addition of a condition of draft plan approval requested by the Simcoe County District School Board for the Brookfield Homes draft plan of subdivision E-T-0602;

AND THAT Council receives the status update on the Brookfield Homes Subdivision Agreement and Waste Water Treatment Plant (WWTP) Servicing Agreement.

Purpose

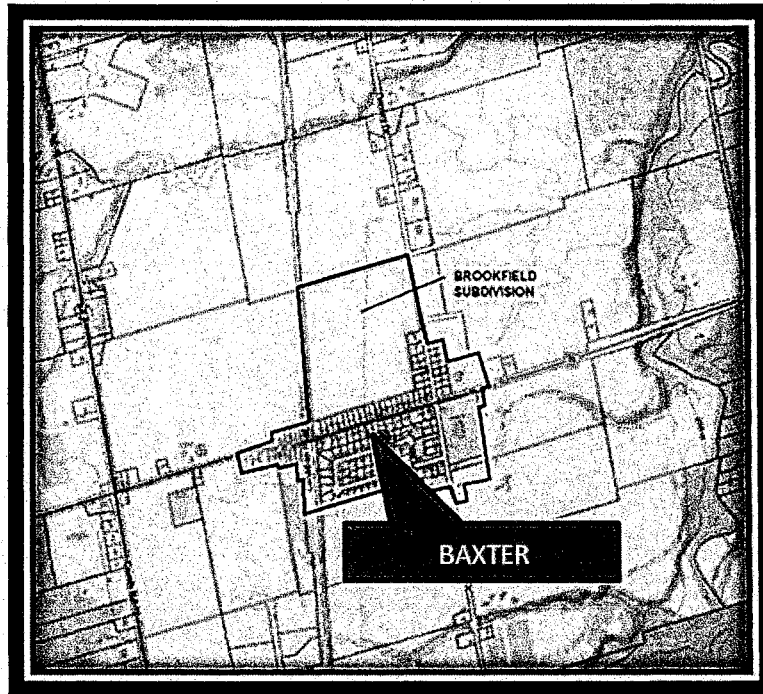
It is the purpose of this report to seek endorsement of the additional condition of draft approval requested by the Simcoe County District School Board which would ensure that Baxter Central Public School is provided with a connection to the WWTP and that the financial contribution of each party for the works associated with providing the connection be identified in a subsequent agreement between Brookfield Homes and the School Board.

It is also the purpose of this report to provide an update on the status of the Subdivision Agreement and WWTP Servicing Agreement for the Brookfield Homes Draft Plan of subdivision in Baxter.

BACKGROUND

In 2010 the Township draft approved the 253 lot, single detached, residential subdivision submitted by Brookfield Homes within the Baxter Settlement Area on the west side of Denney Drive, north of County Road 21 (Murphy Road) shown on **Figure 1**.

Figure 1



The draft plan of subdivision was approved subject to 46 conditions of draft approval and 6 notes. The proposed development and conditions of draft approval require the development of the subdivision on the basis of full municipal services (water and sanitary sewers) requiring significant external works for the development to support and accommodate the provision of municipal water and municipal wastewater treatment.

Simcoe County District School Board

In January 2023, the Simcoe County District School Board (SCDSB) requested an additional condition of draft plan approval be incorporated into the existing list of conditions of draft plan approval for file E-T-0602 first issued March 17, 2010, to ensure that Baxter Central Public School is provided with a connection to the WWTP.

A subsequent cost sharing agreement between SCDSB and Brookfield Homes will be entered into prior to starting construction of the waste water treatment plant. This agreement will outline the respective share of the costs associated with these works for the SCDSB and the developer. The Township will not be a party to this cost sharing agreement, nor will a financial contribution towards the costs of these works be required from the Township.

After negotiating the wording of the condition of draft plan approval with Brookfield, the SCDSB is requesting the following:

“That the Owner(s) shall agree in the Subdivision Agreement (and/or the WWTP Agreement) to:

- a) provide adequate sewage capacity and a connection from the proposed/new Baxter WWTP to the Baxter Central Public School and all other associated works to provide for sanitary servicing for students from the new Brookfield subdivision to attend the local elementary school all as a local service in accordance with Section 59(1) and (2)(a) of the *Development Charges Act* and Section 51(25)(d) of the *Planning Act* to the satisfaction of the Township and the Simcoe County District School Board (SCDSB); and
- b) enter into a SCDSB WWTP Infrastructure Contribution Agreement outlining the respective financial contributions for the developer and the SCDSB for the costs associated with these works prior to the commencement of construction of the WWTP.”

In addition, as part of the new SCDSB condition of draft approval, the following wording is to be added to the Subdivision Agreement (and/or the WWTP Agreement):

“The Developer agrees to provide adequate sewage capacity and a connection from the proposed/new Baxter WWTP to the Baxter Central Public School (and all other associated works to provide for sanitary servicing for students from the new Brookfield subdivision to attend the local elementary school all as a local service in accordance with Section 59(1) and (2)(a) of the *Development Charges Act* and Section 51(25)(d) of the *Planning Act* to the satisfaction of the Simcoe County District School Board and that their respective financial contribution for the costs associated with these works shall be identified in a subsequent agreement between the Developer and the SCDSB (the “SCDSB WWTP Infrastructure Contribution Agreement”) to be entered into prior to the commencement of construction of the WWTP.”

Update on Status of Subdivision Agreement and Waste Water Treatment Plant Agreement

Township Staff, Township Solicitor, Consulting Engineers and Planners have been working over the past number of months with Brookfield on the preparation of a Subdivision Agreement and a WWTP Servicing Agreement. Both Agreements are substantially complete at this time, however the following matters need to be completed:

- 1. The wording requested by the SCDSB as noted above needs to be added to both the Subdivision Agreement and the WWTP Servicing Agreement;
- 2. Once the matter related to the conveyance/granting of easement across the lands required for the WWTP, associated infrastructure and outfall has been resolved, the appropriate wording needs to be added to the Subdivision Agreement; and,
- 3. The final schedule that consolidates the securities within all current Agreements between the Township and Brookfield Homes is to be finalized and included in the Subdivision Agreement.


4c

COMMENTS AND CONSIDERATIONS

Township Staff and their Planning Consultant have reviewed the proposed condition of draft plan approval that will allow for Baxter Central Public School to be connected to the new Waste Water Treatment Plant and are satisfied that the proposed wording is appropriate.

As noted, Township Staff, Township Solicitor, Consulting Engineers and Planners have been working over the past number of months with Brookfield on the preparation of the Subdivision Agreement and the WWTP Servicing Agreement. Subject to the additional information being included in the Agreements as outlined in items 1 through 3 above, staff anticipate bringing the finalized Agreements back to Council at a future meeting with a recommendation report.

FINANCIAL IMPACT

There is no financial impact to the Municipality. 

SUMMARY/OPTIONS

Council may consider:

1. Receive the staff report as submitted and provide endorsement of the additional condition of draft approval as requested by the Simcoe County District School Board.
2. Direct Staff in another manner.

CONCLUSION

Option #1 is recommended.

Prepared by:

Reviewed by:



Lee Bull, BA, MCIP, RPP,
Associate
MHBC Planning



Jamie Robinson, BES, MCIP,
RPP
Partner
MHBC Planning



Colleen-Healey-Dowdall,
RPP
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR010-23

DATE: May 17, 2023

TO: Committee of the Whole

FROM: Jason Coleman – Manager of Parks and Recreation

SUBJECT: Award of Tender – Snow Removal

RECOMMENDATION

That Staff Report PR010-23 be received; and

That the quotation received from Marcus Contracting be accepted for Snow Removal & Distribution of Pickled Sand in the amount of \$100,000 (excluding HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality.

BACKGROUND

The Snow Removal & Distribution of Pickled Sand Tender is renewed and posted every three years in the Township. It is currently up for renewal as the last Tender contract finished in April of 2023. The new Tender and contract is scheduled for the winter seasons of 2023-2026 beginning November 9 through to April 10 inclusively.

The Snow Removal & Distribution of Pickled Sand Tender was posted on the Township’s website, digital board, and circulated in accordance with Essa’s Procurement Policy A05-01. The closing date for this was April 28, 2023, at 12:00 pm.

Included in the 2023 budget, Council approved and allocated \$68,000 for existing snow removal locations.

It has been noted by residents and the community alike, that multiple locations have historically not been plowed/sanded/salted that are well utilized which have created concerns. Many would like to see such areas addressed.

As such, the following locations have now been included in the 2023-2026 Tender contract:

1. Mike Hart Parking Lot
2. Peacekeepers Park
3. Nottawasaga Fish Park
4. Don Ross Fish Park
5. Angus Union Cemetery Laneway.



(The Laneway for Angus Union Cemetery was added for Snow Removal as the Township assumed ownership and all operation responsibility of the cemetery on January 1, 2023. The Angus Union Cemetery requires Mortuary Cabinet access during the winter months to a building located on site.)

The snow removal areas that were included in the previous 2020-2023 contract and again for the 2023-2026 contract are:

1. Essa Administration Centre
2. Thornton Arena/Driveway
3. Baxter Baseball Diamond/Outdoor Rink
4. Thornton Fire Hall
5. Angus Fire Hall
6. Thornton Library
7. Angus Library
8. Angus Recreation Centre including Food Bank and Early On Centre
9. Glen Avenue Pump House
10. Marshall Subdivision Pumphouse
11. Wildflower Park
12. Stonemount Park.

COMMENTS AND CONSIDERATIONS

Marcus Contracting currently performs Snow Removal within Essa Township at Simcoe County District Schools in which covers a portion of the Angus Arena Recreation Centre joint parking lot which is shared with the Nottawasaga Pines Secondary School.

The following is a summary of results:

BIDDER	TOTAL TENDER LUMP SUM PER SEASON 2023-2026 (EXCLUDING HST)
Marcus Contracting	\$100,000

246

FINANCIAL IMPACT

The 2023 approved Operating Budget for Snow Removal is \$68,000 which does not currently include:

1. Mike Hart Parking Lot
2. Peacekeepers Park
3. Nottawasaga Fish Park
4. Don Ross Fish Park
5. Angus Union Cemetery

The lowest only bid submitted for winter seasons 2023/2024, 2024/2025, 2025/2026, snow removal was \$100,000 which exceeds the approved Operating Budget by \$32,000 (Excluding HST). The increase from the budgeted amount would be covered from surplus funds of 2022.



Manager of Finance

SUMMARY/OPTIONS

Council may:

1. Take no action but Re-Tender
2. Award the Quotation to the lowest (only bidder), Marcus Contracting, of \$100,000 excluding HST for winter seasons 2023/2024, 2024/2025, 2025/2026 with the increase from the budgeted amount of \$32,000 be covered from surplus funds of 2022.
3. Direct Staff in another course of action

CONCLUSION

Staff recommends that **Option 2** be approved based on the fact that all components and criteria are met that have been outlined in the scope of work.

Respectfully submitted,

Jason Coleman

Jason Coleman
Manager of Parks and Recreation



Colleen Healey-Dowdall
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW001-23

DATE: May 3, 2023

TO: Committee of the Whole

FROM: Preya Balgobin P. Eng., Senior Project Manager,
Ainley Group, Township Engineers

SUBJECT: Proposed Baxter Wastewater Treatment Plant
Assessment of ECA Application Package

RECOMMENDATION

That Staff Report PW001-23 be received; and

That Council accept that the Environmental Compliance Approval application for the proposed Baxter Wastewater Treatment Plant (WWTP) is suitable for submission to the Ministry of the Environment Conservation and Parks (MECP).

BACKGROUND

Brookfield Properties has completed a Schedule C Class Environmental Assessment (EA) for construction of a new Wastewater Treatment Plant (WWTP) to service Brookfield's development in Baxter. Brookfield is now at the fifth and final stage of the Class EA process, which is the design and construction phase and have completed the preliminary design of the WWTP.

Brookfield has submitted their proposed ECA application package for the WWTP design for peer review. The application contains the following information and supporting documents:

- ECA application form
- A design summary/brief report, with detailed descriptions of the facility, its design parameters, and required performance metrics (flows, influent wastewater characteristics, effluent criteria, etc.)
- Odour abatement equipment and measures, including and odour study with an Emission Summary and Dispersion Modelling (ESDM) report
- Description of the sludge/biosolids management system (on-site storage with land-application)
- Engineering drawings of the site and building layouts

COMMENTS AND CONSIDERATIONS

The Ainley Group has completed a peer review of the proposed ECA application and, based on three rounds of reviews and revisions by Brookfield's Engineer, find that the most recent revision of April 2023 is adequate for submission to the MECP. The MECP may have questions and/or


additional requirements, which Brookfield will need to address as part of the MECP's review process.

Brookfield is applying for the ECA for the inlet sewer to the WWTP and the lift station, located on the WWTP site, in an ECA application that is separate from the WWTP ECA.

In addition to the ECA, the Township is entering into a WWTP System Servicing Agreement with Brookfield, where Brookfield will cover the cost and all adjustments, corrections, or modifications required in the WWTP system to ensure that the facility functions per the approved ECA and to the Township's satisfaction for a period of two years before the Township will accept ownership of the facility.

FINANCIAL IMPACT:

All costs to be borne by the developer.


D. Dollmaier, Manager of Finance

SUMMARY/OPTIONS:

1. Take no action.
2. Accept that the Environmental Compliance Approval application for the proposed Baxter Wastewater Treatment Plant (WWTP) is suitable for submission to the Ministry of the Environment Conservation and Parks (MECP).
3. Other as Council may direct.

Respectfully submitted,


Preya Balgobin, P. Eng.
Senior Project Manager
Ainley Group

Reviewed by,



Michael Mikael, P. Eng.
Manager of Public Works/Engineering

Reviewed by,


Colleen Healey-Dowdall, RPP
CAO

Att'mt: Proposed Final WWTP Agreement between Brookfield and the municipality

https://hgrgp-my.sharepoint.com/personal/annemf_hgrgp_ca/documents/essa/-a4247083-brookfield/leap-wwtp-agr/wwtp-agreement-hgrgp-may-5-2023-clean-to-april-18-2023-re-brookfield.docx (amf)

WASTEWATER TREATMENT SYSTEM SERVICING AND RESPONSIBILITY AGREEMENT

File # E-T-0602__

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA
("Township")

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
("Developer")

The Corporation of the Township of Essa 5786
Simcoe County Road # 21
Utopia, ON L0M 1T0

Attention: Colleen Healey-Dowdall, CAO Tel:

705-424-9770

Email: chealey@essatownship.on.ca

7a

TABLE OF CONTENTS

SECTION 1 - DEFINITIONS.....5

SECTION 2 – ADMINISTRATION.....5

SECTION 3 – FINANCE.....14

SECTION 4 – MANAGEMENT OF WASTEWATER PRIOR TO OPERATION OF THE
WWTP.....18

SECTION 5 – CONSTRUCTION AND OPERATION OF THE WWTP20

SECTION 6 – FINAL ACCEPTANCE/ASSUMPTION OF WWTP24

SECTION 7 – SECURITY FOR CONSTRUCTION AND OPERATION.....24

SECTION 8 – INSPECTION AND MONITORING.....24

SCHEDULE “A” LEGAL DESCRIPTION OF ALL LANDS26

SCHEDULE “B-1” M-PLAN FOR PHASE 127

SCHEDULE “B-2” M-PLAN FOR PHASE 2.....29

SCHEDULE “C” HAULAGE ROUTE FOR INTERIM SEWAGE TRUCKING31

SCHEDULE “D” REQUIRED STRUCTURE OF WWTP OPERATING AND
MAINTENANCE MANUAL.....32

SCHEDULE “E” REQUIRED STRUCTURE/CONTENTS OF WWTP PROCESS
CONTROL NARRATIVE.....33

SCHEDULE “F” ESTIMATED COST OF WORKS TO BE CONSTRUCTED34

SCHEDULE “G” LETTER OF CREDIT.....35

SCHEDULE “H” LETTER OF COMMITMENT FROM BROOKFIELD FOR WWTP
DESIGN37

**WASTEWATER TREATMENT SYSTEM SERVICING AND RESPONSIBILITY
AGREEMENT**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA
(“Township”)

-and-

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
(“Developer”)

(collectively referred to as the “Parties”)

RECITALS

- 1. The Developer warrants that it is the owner of the lands in the Township of Essa, in the County of Simcoe, described as follows:

Part of Lot 16 Concession 4 Essa, Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN 58990-0115 and Part of Lot 16 Concession 4 Essa, Parts 21 and 22 Plan 51R-42163; Township of Essa, County of Simcoe, being all of PIN 58990-0138(LT), as set out in as Schedule “A” attached

being Lots 1 through 119 (inclusive) and Blocks 120 through 123 (inclusive) and Henderson Street, Shorey Lane, Edgar Avenue and Felhazi Trail on the unregistered M-Plan for Phase 1 (hereinafter referred to as the “Phase 1 Plan”), a reduced copy of which is attached as Schedule “B-1”;

and being Lots 1 through 134 (inclusive) and Blocks 135 and 136 and Henderson Street and Cochrane Crescent on the unregistered M-Plan for Phase 2 (hereinafter referred to as the “Phase 2 Plan”), a reduced copy of which is attached as Schedule “B-2”;

(Together hereinafter referred to as the “Lands”);

- 2. (a) The Township is the owner of lands acquired from 1045279 Ontario Ltd. which comprise part of the total lands required for this development, which lands are described as follows:

Pt Lt 16 Con 5 Essa being Pts 1, 2, & 3 on 51R-41354, Township of Essa, County of Simcoe, being all of PIN 58111-0347(LT) (the “Township Lands”) as set out in Schedule “A” attached.

(b) The Township is or will become the Owner of the following External Lands which are to be acquired from 1045279 Ontario Ltd.:

Pt Lt 16 Con 5 Essa, being Pts 1 and 2 on 51R-___; Township of Essa; County of Simcoe, being Part of PIN 58111-0346(LT) as set out in Schedule "A" attached.

(c) The Township will be obtaining easements over the following External Lands as set out in Schedule "A" attached:

- (i) Pt Lt 16 Con 5 Essa, being Part 3 on 51R-___ in the Township of Essa, County of Simcoe, being Part of PIN 58111-0346(LT).
 - (ii) Pt E ½ Lt 17 Con 5 Essa, being Part 4 on 51R-___ in the Township of Essa, County of Simcoe, being Part of PIN 58111-0237(LT).
 - (iii) Part East 1/2 Lot 17 Concession 5 Essa, being Part 5 on 51R-___; Township of Essa, County of Simcoe, being Part of PIN 58111-0360(LT).
 - (iv) Pt E 1/2 Lt 17 Con 5 Essa, being Parts 6, 7, and 8 on 51R-___, Township of Essa, County of Simcoe, being Part of PIN 58111-0359(LT).
3. The Developer proposes to develop the Lands in two (2) Phases with two (2) registered M-Plans and one (1) Subdivision Agreement;
 4. The Developer proposes to subdivide the Lands for the purpose of selling, conveying or leasing the Lands in lots, blocks or units by reference to two (2) registered M-Plans;
 5. The Developer warrants that it received Draft Plan Approval for the Lands from the Corporation of the Township of Essa dated March 17, 2010, and the Draft Plan Approval expires on March 15, 2024;
 6. The Developer warrants that the file number for the Draft Plan Approval is E-T-0602;
 7. As a condition of approval for the development of the Lands, the Developer has or will have entered into a Subdivision Agreement with the Township for the development of the Lands;
 8. The Developer has agreed with the Township to have the Wastewater Treatment Plant constructed to serve the Lands;
 9. Pursuant to the terms of the Subdivision Agreement, the Developer agreed to construct and operate the Wastewater Treatment Plant at their expense until Final Acceptance of the Wastewater Treatment Plant by the Township, as further described in Section 4 of the Agreement;
 10. The Township is authorized to enter into a Wastewater Treatment System Servicing and Responsibility Agreement ("Agreement") to require the Developer to construct and operate a Wastewater Treatment Plant.
 11. The Developer and the Township have entered into the Agreement for the purpose of defining the terms and conditions upon which the construction and operation of the Wastewater Treatment Plant will be carried out.
 12. The Developer and the Township agree that the Developer may only connect the units built within Phase 1 and Phase 2 to the Wastewater Treatment Plant, and no additional units built by the Developer may be connected to the Wastewater Treatment Plant without the express written permission of the Township which permission may be denied by the Township for any reason whatsoever in its sole and absolute discretion.

13. The Developer agrees to transfer ownership of and responsibility for the operation of the Wastewater Treatment Plant to the Township upon expiry of the Wastewater Treatment Plant Maintenance Period, as set out in the Subdivision Agreement.
14. The Developer will obtain all Environmental Compliance Approvals (ECA) (sewage, air and noise) from the Ministry of the Environment, Conservation and Parks (MECP) that are required for the construction and operation of the Wastewater Treatment Plant prior to placing the Wastewater Treatment Plant into service for its intended purpose and discharging treated wastewater to the Nottawasaga River.

NOW THEREFORE THE AGREEMENT WITNESSES that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00), now paid by each of the Parties to each other, the receipt whereof is hereby acknowledged, the Parties hereto covenant, promise and agree with each other to the following:

SECTION 1 - DEFINITIONS

- 1.1 In the Agreement, unless something in the subject matter or context is inconsistent therewith, the following words have the following meanings:
 - 1.1.1. "**Critical Low Flow**" means a total of 40 m³/d average daily flow of wastewater from the Development, which is the minimum flow as reported by the Developer at which the Wastewater Treatment Plant is designed to effectively operate.
 - 1.1.2. "**Engineer and Contractor**" means the engineer and contractor retained by the Developer to design and construct the Wastewater Treatment Plant;
 - 1.1.3. "**Environmental Compliance Approval**" means the approval or provisional approval issued by the MECP for the construction and operation of the Wastewater Treatment Plant;
 - 1.1.4. "**Township Engineer**" means the consulting engineer or engineers appointed by the Township;
 - 1.1.5. "**Subdivision Agreement**" means the Agreement to be entered into between the Township and the Developer pursuant to the Draft Plan Approval.
 - 1.1.6. "**Wastewater Treatment Plant**" means the wastewater treatment plant and site (hereinafter referred to as "WWTP"), effluent disposal forcemain, including the forcemain road, and other related appurtenances identified in the Environmental Compliance Approval and described in detail in the related engineering plans and specifications submitted to and accepted by the MECP and the Township. The wastewater collection system is separate and not included in this definition.

SECTION 2 – ADMINISTRATION

2.1 Recitals Deemed True

- 2.1.1 The Parties agree that the Recitals shall be deemed to be true and shall be incorporated as terms of the Agreement.

2.2 Lands

2.2.1 The Lands proposed for the entire development are as set out in Schedule "A" attached.

2.3 Developer Defined

2.3.1 The word Developer where used in the Agreement includes an individual, an association, a partnership or corporation and where the singular is used it shall be construed as including the plural.

2.4 Developer's Expense

2.4.1 The Developer agrees to be responsible to satisfy all requirements of the Agreement that it is responsible for as set out in the Agreement at its expense and acknowledges that all of the Developer's obligations are deemed to include the words "at the expense of the Developer" and "to the Township's satisfaction".

2.5 Registration of Agreement

2.5.1 The Developer consents to the registration of the Agreement by the Township on the Lands, in the sole discretion of the Township at the Developer's expense.

2.5.2 The Developer consents to the registration of any additional agreements with the Township amending, adding to, or deleting any of the terms of the Agreement on the Lands, in the sole discretion of the Township.

2.6 Attached Schedules

2.6.1 The following schedules are attached hereto and form part of the Agreement:

- 2.6.1.1 SCHEDULE "A" – Legal Description of All Lands
- 2.6.1.2 SCHEDULE "B-1" – Reduced Copy of the Unregistered M-Plan for Phase 1
- 2.6.1.3 SCHEDULE "B-2" – Reduced Copy of the Unregistered M-Plan for Phase 2
- 2.6.1.4 SCHEDULE "C" – Haul Route for Interim Sewage Trucking
- 2.6.1.5 SCHEDULE "D" – Required Structure of WWTP Operating and Maintenance Manual
- 2.6.1.6 SCHEDULE "E" – Required Structure/Contents of WWTP Process Control Narrative
- 2.6.1.7 SCHEDULE "F" – Estimated Cost of Works to be Constructed
- 2.6.1.8 SCHEDULE "G" – Letter of Credit

2.7 Legal Notice to Parties

2.7.1 Where the Agreement requires notice to be delivered by one Party to the other, such notice shall be in writing and delivered either personally or by email at the addresses noted below. Notice shall be deemed to have been given on the date of delivery.

TOWNSHIP:
 The Corporation of the Township of Essa
 5786 Simcoe County Road 21
 Utopia, Ontario
 L0M 1T0

Attention: Colleen Healey-Dowdall, CAO
 Tel: (705) 424-9770
 Email: chealey@essatownship.on.ca

DEVELOPER:
 Brookfield Residential (Ontario) Limited
 3381 Steeles Avenue East, Suite 100
 Toronto, Ontario
 M2H 3S7

Attention: Rayna Thompson, Senior Director, Land Development
 Tel: 905-948-5003
 Email: Rayna.thompson@brookfieldpropertiesdevelopment.com

mailto:

It is agreed that such addresses, telephone numbers and/or electronic mail addresses may be changed by written notice to the Parties.

2.8 Consent to Assign

2.8.1 The Developer shall not assign the Agreement without the written consent of the Township. The Township agrees that it will provide its written consent to any assignment provided:

2.8.1.1 The Developer is in good standing with respect to all of its obligations under the Agreement, financial or otherwise;

2.8.1.2 The person or entity the Agreement is assigned to ("Assignee") agrees in writing to assume all of the outstanding obligations of the Developer under the Agreement including but not limited to the Developer's obligation to provide and maintain Securities to assure the due carrying out of the Agreement; and

2.8.1.3 The Assignee shall be shown as the registered owner of the Lands.

2.8.2 The Township shall not be required to return to the Developer any of its deposited Securities until Securities in a like amount and in a form satisfactory to the Township's Solicitor are deposited with the Township.

2.9 Mortgages

2.9.1 All Mortgagees consent to and agree:

2.9.1.1 To be bound by the terms of the Agreement;

2.9.1.2 To postpone their interest in the Lands as if the Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing a postponement of their mortgage to the Agreement including any amendments to the Agreement, which postponement may be registered on title at the sole discretion of the Township;

7a

- 2.9.2 That any amounts which the Township is entitled to collect pursuant to the Agreement, including all funds expended by or expenses incurred on behalf of the Township to rectify any breaches of the Agreement by any of the Parties, shall constitute a first charge against the Lands and the Mortgagees agree to execute postponements of their charges to any outstanding amounts pursuant to the Agreement if required to do so by the Township;
- 2.9.3 That the Township shall be entitled to recover any amounts owed to it pursuant to the Agreement upon the sale or distribution of the Lands in priority to the interest of any Party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands;
- 2.9.4 That in the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, they will be subject to the Agreement in the same manner as if the Mortgagee had executed the Agreement in the capacity of the Developer;
- 2.9.5 That in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Lands, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the Township in writing to perform and undertake all of the terms of the Agreement in the same manner as if the purchaser had executed the Agreement in the capacity of the Developer; and
- 2.9.6 That in the event that the Township registers any further agreements amending, adding to, or deleting any of the terms of the Agreement, all Mortgagees agree to postpone their interest in any prior mortgages to any such agreements registered on title to the Lands, if requested to do so by the Township, at the Developer's expense.

2.10 Access/Emergency Access

- 2.10.1 The Developer acknowledges and agrees that the Township and/or the Township's Engineer or their designates, agents and various authorities involved with the approval of the WWTP are authorized by the Developer to enter onto the Lands and the WWTP Lands at all times for all purposes as set out in the Agreement, or related to the Agreement including emergency access without notice, to ensure that all provisions contained in the Agreement are complied with by the Developer, and to protect the interests of the Township and its residents.

2.11 Severability & Enforceability

- 2.11.1 The Township and the Developer agree that all provisions contained in the Agreement shall be severable, unless specifically stated otherwise herein, and that should any of the provisions of the Agreement be declared invalid or unenforceable by a court of competent jurisdiction it shall not affect the enforceability of each and every other clause contained herein.

2.12 Waiver

- 2.12.1 The failure of the Township at any time to require performance by the Developer of any obligation under the Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce the Agreement.

2.13 Effective Date

2.13.1 The Agreement shall be effective from the date it is executed by the Township, the Developer and any Mortgagees.

2.14 Interpretation of Agreement

2.14.1 The part number and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

2.14.2 The Agreement shall be construed with all changes in singular and plural, number and gender, as may be required by the context.

2.14.3 Reference herein to any statute or any provision thereof shall include such statute or provisions thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

2.14.4 All obligations contained herein, although not expressed to be covenants, shall be deemed to be covenants.

2.14.5 Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then there is a list of, or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provisions, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.

2.15 Further Assurances

2.15.1 The Developer shall execute such further and other agreements, documents, consents or applications as are required to give effect to the provisions of the Agreement.

2.16 Governing Law

2.16.1 The Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

2.17 Entire Agreement

2.17.1 The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof.

2.18 No Modifications

2.18.1 No modification of, or amendment to the Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties hereto.

2.19 Enurement

2.19.1 The Agreement shall be binding upon and enure to the benefit of the Parties to the Agreement and their respective successors and assigns. All obligations contained in the Agreement on the part of the Developer shall run with the Lands and shall be binding upon the Developer, its successors and assigns, as owners and occupiers from time to time, unless the Developer is released in writing by the Township, and the obligations remaining shall be for the benefit of the Township.

2.20 No Fettering of Discretion

2.20.1 Notwithstanding any other provisions of the Agreement, the Parties hereto agree with each other that none of the provisions of the Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of the Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of the existence of the Agreement.

2.21 Time of the Essence/Extension of Time

2.21.1 Time shall always be of the essence of the Agreement. Any time limits specified in the Agreement may be extended with the consent in writing of both the Developer and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, nor shall the extension of any time limit serve to reduce or affect any Security Breach or General Breach remedy set out in the Agreement, unless it is specifically addressed in any agreement to extend a time limit, and time shall be deemed to remain of the essence in the Agreement notwithstanding any extension of any time limit.

2.22 Applicable Laws

2.22.1 In constructing or operating the WWTP, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having the jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the Occupational Health and Safety Act, R.S.O 1990, c O.1, (the "Occupational Health and Safety Act"), the Environmental Protection Act, R.S.O. 1990, c. E.19, (the "Environmental Protection Act") and the Ontario Water Resources Act, R.S.O. 1990, c. O.40, (the "Ontario Water Resources Act"), and any regulations, policies, and guidelines relating thereto, including all obligations of the contractor and employer under the Occupational Health and Safety Act and regulations as applicable, and any obligation to obtain any approval or permit required under the Environmental Protection Act or the Ontario Water Resources Act or any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

2.22.2 The Developer agrees that it shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if at any time the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws.

2.22.3 The Developer acknowledges and agrees that if it fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and if any action is taken, the Township shall be entitled to draw upon any Securities filed by the Developer under the Agreement or under the Subdivision Agreement to pay the cost of the action taken.

2.22.4 The Developer acknowledges and agrees that no condonation, excuse, oversight or delay in action by the Township in respect of any default, breach or non-observance by the Developer at any time or times in respect of any covenant, provision or condition in the Agreement shall operate as a waiver of the Township's rights under the Agreement in respect of any such or

continuing or subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver issued by the Township in writing.

2.23 Breach

2.23.1 Security Breach

2.23.1.1 If under the terms of the Agreement any of the following occur, then there shall be deemed to be a security breach of the Agreement ("Security Breach"):

2.23.1.1.1 the Township finds it necessary to draw monies from any of the Securities required under Section 2 - Finance and Insurance, or

2.23.1.1.2 the Developer fails to renew the Letter of Credit one (1) month before expiration, or

2.23.1.1.3 the Developer fails to provide additional Securities as required under the Agreement within thirty (30) days of a written request to do so.

2.23.1.2 In the event of such a Security Breach, the Township shall have the absolute right to refuse to issue building permits and to prohibit occupancy of dwellings, whether partially or fully completed, and to forbid any further Works being carried out on the Plan until the Securities have been restored, renewed or increased as required.

2.23.2 General Breach

2.23.2.1 Upon any general breach of the Agreement by the Developer ("General Breach") of any of its obligations under the Agreement, the Township may cash in and retain the Securities herein, and shall have the right to enter onto the lands to make safe all construction.

2.23.3 Notwithstanding anything contained previously in the Agreement, the Developer agrees that upon a Security Breach or General Breach by the Developer of any of its obligations under the Agreement, the Township may cash in and/or draw upon any securities, and the Township may wish to complete all or any part of the requirements contained in the Agreement, and/or restrict building permits and/or occupancy permits, and the Township shall have the right to enter onto the Lands to make safe all construction. The Developer agrees that under these circumstances it shall be deemed to have waived all claims to any of the Securities held by the Township, and any surplus Securities shall be forfeited to the Township as liquidated damages as required to indemnify the Township for all of the Developer's obligations in the Agreement.

2.24 Failure to Maintain

2.24.1 If, at any time, the Developer fails to carry out required emergency maintenance work, within twenty-four (24) hours, or non-emergency maintenance work within forty-eight (48) hours of receipt of a request from the Township, then the Township's Engineer may, without further notice, undertake the maintenance work and the total cost of the work, including engineering fees, legal fees and any administrative fees shall be borne by the Developer.

- 2.24.2 The Township in its sole discretion, shall have the option of deducting the total amount of the cost of the work from any Securities held by the Township, or billing the Developer directly.
- 2.24.3 If the Township elects to bill the Developer and the Developer fails to pay the Township within thirty (30) days of the date of billing, then any money owing may be deducted from any Securities held by the Township.

2.25 Municipal Act – Section 349(1) and 446

- 2.25.1 The Developer acknowledges and agrees that any action taken by the Township, or on its behalf, pursuant to the Agreement, shall be in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer, for the performance of its covenants and agreements, and upon default of any of the terms of the Agreement on the part of the Developer, the Township shall in addition to all other remedies available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the Municipal Act, 2001, S.O. 2001, c. 25, plus all remedies available to it pursuant to any Township By-law passed under the Municipal Act or the Planning Act, R.S.O. 1990, c. P. 13, (the "Planning Act"), if the Township has exhausted all Letters of Credit and cash deposits, and the Developer has not replaced these Securities as required by the Township.

2.26 Waiver of Breach

- 2.26.1 It is agreed by the Parties that the Township shall be at liberty, in its sole and absolute discretion, to waive or modify any of the provisions of the Agreement and that such waiver shall not in any way affect the enforceability of the balance of the Agreement.
- 2.26.2 It is agreed that such actions may also be taken even if the Parties hereto, or any of them, may be in breach of any term of the Agreement and that such actions shall not affect the obligations of the Parties to the Agreement or in any way prejudice the ability of the Township to enforce all of the terms of the Agreement.

2.27 Construction Act

- 2.27.1 The Developer agrees that the service of any written Notice of Lien on the Township, or registration of any Claim for Lien or Certificate of Action arising pursuant to the *Construction Act*, R.S.O. 1990, c. C30, (The "*Construction Act*"), or the commencement of any Action against the Developer or the Township by any person purporting to be a subcontractor or material or equipment supplier, shall, at the Township's option, constitute a General Breach under the terms of the Agreement.
- 2.27.2 It is the responsibility of the Developer to vacate any Claims for Lien or Certificates of Action arising from the development in respect of the land owned by the Developer, the Township, or any other lands included in Schedule "A" attached, at its own expense, forthwith upon being advised in writing of the existence of same by the Township, and to defend any proceedings arising therefrom against the Township at the Developer's own expense, and the Developer shall be in default of the Agreement if it fails to do so.
- 2.27.3 In the event of default of any of the Developers obligations in the Agreement, the Township may, at its option, liquidate any Securities or draw upon any Letter of Credit issued as may be determined by the Township in its sole and absolute discretion that may be necessary to protect the Township's interests.

The Township shall have no obligation, however, to hold back or pay into court any sum of money in regard to dealings with land not owned by the Township, but may do so if it wishes to.

- 2.27.4 Without limiting the generality of the foregoing, the Developer is responsible to pay all Township costs including but not limited to, the obtaining of legal advice and defending any proceedings arising from the service of any written Notices of Lien or the registration of any Claims for Lien or Certificates of Action, vacating the registration of any Claims for Lien or Certificates of Action filed in respect of the Lien of any person making payment into court of security pursuant to any Orders vacating the registration of Liens or obtaining Orders dismissing Lien actions against the Township after a Lien is vacated from lands owned by the Township.
- 2.27.5 In any event, the Township shall be entitled to retain any Securities or Letter of Credit deposited with the Township until all liens in respect to the Agreement or to lands owned by the Township, the Developer or Lands included in Schedule "A" attached, have expired, or have been satisfied, discharged or provided for by being vacated from title pursuant to the Construction Act.

2.28 Estoppel

- 2.28.1 The Developer agrees that it will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce the Agreement. The law of contract applies to the Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision of s.51 of the Planning Act, interpreted to the contrary. The Developer and the Township agree that adequate consideration has flowed from each Party to the other and that these provisions are not severable. This provision may be pleaded by either Party, in any action or proceeding, as an estoppel of any denial of such right.

2.29 Failure to Complete Works/External Works

- 2.29.1 The Developer agrees that should they fail to complete any of the Works or External Works, or any other work contemplated by or required by the Agreement, or should they not complete any of the Works or any other work to the satisfaction of the Township or the Township's Engineers, the Township is under no obligation whatsoever to complete all or any portion of the Works, External Works, or other work contemplated by or required by the Agreement, but the Township has the right to complete the Works, External Works, or other work contemplated by or required by the Agreement, if it so chooses upon first giving the Developer 48 hours' notice of its intention to do so. In the event of an emergency, the Township may complete any work without notice to the Developer. The Township will advise the Developer within 7 days after completing any work, of the nature and extent of the work completed by the Township and the cost may be deducted from the Letter of Credit, or any other Securities held by the Township. The Developer agrees that if the Securities held by the Township are insufficient, any short fall may be collected by the Township as set out further in the Agreement.
- 2.29.2 The Developer agrees that the Township in its sole discretion shall have the right to enter onto the Lands to take whatever remedial action it deems necessary to safeguard the health and welfare of the residents of the Township, including but not limited to filling in holes, blocking off access, posting signs and leveling terrain, all at the Developer's expense. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims which may arise as a result of any actions taken by the

7a

Township pursuant to this Section. The Developer acknowledges that any Letters of Credit or other Securities held by the Township may be used for any purposes required by this Section.

2.30 Document Transmission

2.30.1 The parties agree that the acceptance, rejection or modification of the Agreement can be transmitted in electronic form and that communication by such means will be legal and binding on all parties.

2.31 Signing in Counterpart

2.31.1 The Agreement may be signed in counterparts and each counterpart Agreement for all purposes constitutes one Agreement, and binds all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart Agreement.

2.31.2 The Parties agree that the Agreement shall be binding upon them when all Parties have executed at least one copy of the Agreement, and all of such counterpart Agreement when taken together, shall constitute one and the same Agreement, notwithstanding that all parties have not executed the same copy of the Agreement.

SECTION 3 – FINANCE

3.1 Township’s Legal, Planning, Administrative (including Public Works), Consulting, Contracting and Engineering Costs

3.1.1 The Developer agrees to pay to the Township all of the Township’s costs plus a 10% administrative fee, plus interest accrued to the date payment is made, at a rate of 15% per annum equal to 1.25% per month, which will be recoverable from the Developer for all costs incurred by the Township relating to the Agreement, including but not limited to the following: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, engineers, soil testing, hydrogeology, environmental consultants and testing, landscape and/or other consultants, as the Township may retain in its sole and absolute discretion, from time to time, plus all applicable taxes, which costs are incurred by the Township and/or invoiced to the Township for matters completed prior to or subsequent to the date of execution of the Agreement. This shall include costs to provide legal representation, engineering evidence, and planning evidence at any hearing, or otherwise required in the process of completion or operation of the WWTP, or as required by the Township to enforce or complete any provision of the Agreement, including the need for the Township to safeguard the interests of the residents of the Township, or to ensure that the interests of the Township are protected fully in all other respects, or in relation to any issues that arises in any other way as a result of the Developer entering into the Agreement or proceeding to develop the Lands.

3.1.2 The Developer agrees to pay to the Township all of the Township’s costs plus a 10% administrative fee, plus interest accrued to the date payment is made at a rate of 15% per annum equal to 1.25% per month, which will be recoverable from the Developer for all costs incurred by the Township relating to the Agreement including, but not limited to, the following: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineers, soil testing, hydrogeology, environmental consultants and testing, landscape and/or other consultants, from time to time, plus all applicable taxes, for all items including but not

263

limited to: checking plans, reviewing specifications, inspections, ongoing administration of the Agreement, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, whether due to any direct action taken by the Developer or not, or which may arise indirectly as a result of the Developer developing the Lands. This shall include any negotiations or discussions with the Developer, the Developer's lawyers, engineers, other parties retained by the Developer, or any other party howsoever related to the Development, or as a result of the Developer challenging any matter arising pursuant to the Agreement including but not limited to legal and engineering costs, and for all other costs incurred by the Township for the legal or engineering review of any aspect of the Agreement, including any legal opinions required by the Township for any matter relating to or arising from the Developer entering into the Agreement. This also includes any requirement for the Developer to enter into any amending agreements in the future, that in the sole and absolute discretion of the Township are deemed to be required by the Township. The Developer agrees that legal costs shall include any additional drafting, title searching or legal opinions required for any amending agreements. The Developer further agrees that all such costs set out herein shall be invoiced to and paid by the Developer until such time as the Township and Developer execute a Mutual General Release pursuant to Section 13.5 – Mutual General Release of Lands from Provisions of Subdivision Agreement.

- 3.1.3 The Developer understands and agrees that accounts will be submitted to the Developer either through the Township or directly from the Township's Engineer, planners and legal counsel for payment within thirty (30) days of submission and, if not paid within thirty (30) days, the amount will be deducted and paid from the cash on deposit with the Township.
- 3.1.4 The Developer agrees that all legal costs incurred by the Township pursuant to the Agreement are to be paid by the Developer on a one hundred percent (100%) cost recovery basis by the Township, without any deduction or set off whatsoever.
- 3.1.5 The Developer further agrees that all engineering costs incurred and to be paid for by it under the Agreement, shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario.
- 3.1.6 In the event that the Township finds it reasonably necessary to engage the services of an engineer or technical personnel not permanently employed by the Township to review the plans of the Developer and/or carry out on-site inspections of the work, the Township will advise the Developer accordingly of this need and the costs of any such personnel so engaged shall be the responsibility of the Developer. The Township may require a deposit for this purpose.

3.2 Developer's Liability & Indemnity

- 3.2.1 The Developer agrees to indemnify and save harmless the Township, its officers, agents, contractors or employees, from and against all suits and claims, causes of action and demands whatsoever arising out of or connected with the carrying out of the Developers obligations in the Agreement or from the Developer having entered into the Agreement, and including claims pursuant to the Construction Act, R.S.O. 1990, c. C.30, (the "Construction Act"). The Township has the right to withhold and/or use any portion of any Securities provided pursuant to the Agreement to indemnify the Township for any legal fees, engineering fees or administrative fees the Township incurs to defend its interest against any such suit or claim or demand as set out in this paragraph.

- 3.2.2 The Developer shall indemnify and save harmless the Township, its officers, agents, contractors and employees, from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to any act or omission connected with the construction or operation of the WWTP. It is specifically understood and agreed that inspections of any aspect of construction, review by the Township's Engineer, Township Public Works Staff, or any other works or action undertaken by the Township, its officers, agents, contractors or employees (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work), shall impose no liability upon the Township to the Developer and the Developer specifically agrees that no such claim will be made.
- 3.2.3 The Developer further agrees that it shall indemnify and save harmless the Township from all actions, causes of action, suits, claims, costs and demands whatsoever which may arise either directly or indirectly by reason of any damage to any lands abutting the Lands or to any building erected thereon arising from or in consequence of any alteration of grade or level or by reason of any other Works undertaken by the Developer.

3.3 Performance of Covenants

- 3.3.1 Any action taken by the Township or on its behalf pursuant to the Agreement shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder, the Township shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the Municipal Act, 2001, S.O. 2001, c. 25 (the "Municipal Act").

3.4 Insurance

- 3.4.1 The Developer agrees to provide to the Township and the Township's Solicitor, prior to execution of the Agreement by the Township, a complete copy of a Commercial General Liability Insurance Policy ("CGL") in an amount of no less than Ten Million Dollars (\$10,000,000.00) per occurrence, subject to the Township's right to set higher limits if it considers it necessary, naming the Township and the Township's agents, including but not limited to, the Township's Engineer, as additional insured for insurance against all damages or claims for damages. The insurance policy must contain provisions to the satisfaction of and as specified by the Township's insurer, the Township and/or its Solicitor, and the form and content and type of Commercial General Liability Insurance Policy is subject to the approval of the aforementioned parties. In the event that any amendments are required by the Township to the insurance policy the Developer must proceed to obtain an amended policy of insurance and provide a complete copy of the new Commercial General Liability Insurance Policy within thirty (30) days of a written request by the Township to do so. The Developer shall keep the aforesaid insurance policy in effect until such time as the Works are finally accepted and assumed by the Township and the Maintenance Period has expired.
- 3.4.2 The Developer confirms that the policy will include the following provisions in addition to all standard provisions:
- 3.4.2.1 Commercial General Liability Insurance of not less than Ten Million Dollars (\$10,000,000.00) per occurrence;
- 3.4.2.2 non-owned automobile liability;

- 3.4.2.3 cross liability and severability of interest;
 - 3.4.2.4 forty-five (45) days' cancellation or material change notice to all additional insured;
 - 3.4.2.5 additional insured, as required;
 - 3.4.2.6 blasting, if applicable; and
 - 3.4.2.7 environmental including sudden accidental pollution insurance.
- 3.4.3 The Developer acknowledges and confirms that the premiums for the policy shall be paid initially for a one (1) year period. Upon execution of the Agreement and one (1) month prior to the anniversary date of the policy each year, the Developer shall provide a copy of the renewal policy to the Township showing the insurance to continue to be in full force and effect, failing which the Township shall be entitled to obtain insurance from its own Insurer at the Developer's expense.
- 3.4.4 If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, on written notice to the Developer and at the sole expense of the Developer, obtain insurance in accordance with this Section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option be entitled to draw upon any security posted under the Agreement to cover the costs of this insurance.
- 3.4.5 The Developer acknowledges and agrees that neither the issuance of the policy of insurance nor the acceptance of the policy of insurance by the Township shall be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.
- 3.4.6 The Developer acknowledges that its insurer shall not be entitled to deny insurance coverage to the Township and the Township's agents, including but not limited to the Township's Engineer, because of equities which may accrue to the primary insurer being the Developer. This would include but not be limited to failure by the Developer to pay its insurance premiums on a timely basis and keep the insurance in good standing, incomplete disclosure by the Developer of all pertinent facts to the insurer or provision of incomplete or improper information to the Developer's insurer.
- 3.4.7 The Developer agrees that in the event the insurance policy is inadequate to cover a claim for which the Township might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Township might otherwise be responsible, the Township in its sole discretion may utilize any Securities provided by the Developer pursuant to the Agreement to satisfy the said claim or claims.

SECTION 4 – MANAGEMENT OF WASTEWATER PRIOR TO OPERATION OF THE WWTP

4.1 Management of Wastewater Prior to Operation of the WWTP

4.1.1 The WWTP shall not be placed into service until the average daily wastewater flow from the Lands is equal to or greater than the Critical Low Flow.

4.1.2 The Developer is responsible for continuous monitoring the total flow from the Lands to determine if daily average flows have reached the Critical Low Flow level. The number of occupied units shall not be used to establish if the Critical Low Flow Level has been reached.

4.1.3 Prior to construction, the Developer will be required to provide an acknowledgement to the Township that they will be responsible for the interim hauling of raw wastewater generated by the Lands to the Angus WWTP until the Baxter WWTP can be placed into service.

4.1.4 The Township will accept the hauled sewage at the Angus facility on an interim basis until the Baxter WWTP can be placed into service; however, the Township reserves the right to stop accepting the hauled sewage for any reason. In that event, the Developer shall arrange for interim haulage to another facility and shall provide written confirmation from the party receiving the wastewater that the Developer is authorized to deliver the wastewater to the facility.

4.1.5 The Developer shall provide written confirmation to the Township that they have retained a licensed hauling contractor to undertake the interim hauling.

4.1.6 Haul Routes for Interim Hauling of Wastewater

4.1.6.1. The Developer agrees to provide a Sewage Haul Route Plan which must be approved by the Township and attached as Schedule "C" to the Agreement, including but not limited to items such as management of spills, the time periods during which haulage can occur, and a list of a minimum of four (4) emergency contacts with telephone numbers and email addresses, prior to execution of the Agreement by the Township.

4.1.6.2. The Developer agrees that in the event of any failure to comply with the approved Sewage Haul Route Plan, the Township will give notice of such breach to the Developer. The Developer will have forty-eight (48) hours from delivery of the notice within which to either:

4.1.6.2.1. Provide evidence satisfactory to the Township that the breach was not related to the Development and/or not caused by the Developer or any of its employees, associates, contractors, agents, sub-contractors or designates; or

4.1.6.2.2. In the event of not being able to provide such evidence, to pay the sum of One Thousand Dollars (\$1,000.00) to the Township as predetermined liquidated damages for each documented breach of the haul route.

4.1.6.3. The parties acknowledge that the liquidated damages reasonably reflect the additional cost of the Township's administration,

inspection, site attendances and labour costs in monitoring compliance with the haul route requirements of the Agreement.

4.1.6.4. The Developer agrees to keep, maintain, and make available for inspection the following records in a good and businesslike manner as applicable and as required by the Township:

4.1.6.4.1. The full and complete legal name, and business name, if different from the legal name, of each hauler;

4.1.6.4.2. The date, time, and volume of each delivery;

4.1.6.4.3. The Developer must ensure the following as applicable and as required by the Township:

4.1.6.4.3.1. Provision of temporary signage to identify haul route;

4.1.6.4.3.2. Measures to be employed to prevent tracking mud and other debris onto the road;

4.1.6.4.3.3. Measures to be employed to ensure minimal disruption of normal traffic and maximum noise from trucking; and

4.1.6.4.3.4. Provision of at least five (5) business days' notice to the Township of the commencement of hauling of sewage.

4.1.6.4.4. The Developer is responsible for all maintenance and related costs for the following:

4.1.6.4.4.1. Damage to or degradation of the roads that are used by vehicles hauling any material;

4.1.6.4.4.2. To keep said roads in a good state of repair and free from dust and mud, including but not limited to application of mud mats, road cleaners, and dust control suppressants;

4.1.6.4.4.3. For any other reasonable work required on the roads that the Township may deem necessary to address damage related to the Haulage;

4.1.6.4.4.4. In the event that the Developer does not complete the maintenance required pursuant to this Section or otherwise, the Township may utilize any Securities deposited with the Township pursuant to the Subdivision Agreement to complete any such work;

4.1.6.4.4.5. For the Haulage permitted under the Agreement, the Township may require the Developer to produce an Initial Road Condition Report detailing the condition

of any Township roads being used to haul sewage, or other material. The Township may use the Initial Road Condition Report to require the Developer to contribute, to the extent it is reasonably found liable, to the restoration of the road being used to haul the sewage, to its initial condition as set out in the Initial Road Condition Report, at the sole expense of the Developer, at the discretion of the Township, acting reasonably.

SECTION 5 – CONSTRUCTION AND OPERATION OF THE WWTP

5.1 Commencement of Construction

- 5.1.1 The Developer shall not commence construction until:
 - 5.1.1.1. All required securities have been deposited by the Developer;
 - 5.1.1.2. The Plans and Specifications have been deemed sufficiently complete by the Township, to allow construction to start;
 - 5.1.1.3. All required permits and approvals have been secured and copies provided to the Township.

5.2 Construction in Accordance with Approved Plans

- 5.2.1 The Developer shall construct the WWTP in accordance with the approved Plans and Specifications in accordance with the Agreement and the Subdivision Agreement.
- 5.2.2 The Developer hereby agrees that the WWTP shall be constructed in a good and workmanlike manner free of any defects (even if such defect is as a result of faulty workmanship, material or design).
- 5.2.3 The Developer agrees that it shall maintain and keep current the approvals of all government agencies and that it shall comply with all the requirements of those agencies.
- 5.2.4 The Developer agrees to maintain the WWTP site and surrounding areas in a tidy and orderly manner, free of debris, dust, and mud.

5.3 Substantial Completion

- 5.3.1 When all, or the interim portion (forcemain along Gauley Drive and the on-site lift station), of the WWTP has been completed, the Developer’s Engineer shall notify the Township, provide certification of the satisfactory completion, and request an inspection. Once requested, the Township will perform an inspection and arrange for all appropriate agencies to perform their inspections.
- 5.3.2 When the Township is satisfied that the interim portion of the WWTP has been substantially completed, the Township may grant occupancy, provided all other occupancy requirements as further described within the Subdivision Agreement are also met. Substantial Completion shall not be met until such time as the full WWTP is operational.

- 5.3.3 Substantial Completion may be issued when the Township is satisfied that the full WWTP has been substantially completed in accordance with the Plans and Specifications, the Letter of Commitment from the Developer dated January 7, 2022, and attached as Appendix "H", and the Developer has supplied the Township with the following:
- 5.3.3.1. Certification from the Developer's Engineer that the WWTP has been constructed in conformance with the approved plans, specifications, permits, and approvals.
 - 5.3.3.2. Certification from the Developer's Engineer that the Start Up and Commissioning Plan has been successfully completed. This may include:
 - 5.3.3.2.1. Commissioning checklist
 - 5.3.3.2.2. Witnessing and documentation of all tests and equipment operation/verification
 - 5.3.3.2.3. Completion and documentation of performance testing
 - 5.3.3.3. Final Operation & Maintenance (O&M) Manual, including all approvals, permits, warranties, guaranty certificates, etc. as detailed in Schedule D, to the satisfaction of the Township;
 - 5.3.3.4. The Developer has provided the Township with a Process Control Narrative that follows the structure and content provided in Schedule E and as approved by the Township.
 - 5.3.3.5. Record drawings.
 - 5.3.3.6. A Statutory Declaration, in a form approved by the Township, that all accounts for work and materials have been paid except for statutory holdbacks the Developer is required to retain pursuant to the Construction Act and confirmation there are no outstanding claims for liens or otherwise in connection with work done or materials supplied for or on behalf of the Developer in relation to the WWTP.
 - 5.3.3.6.1. The Certificate of Substantial Completion may contain a list of minor deficiencies which are to be corrected by the Developer in the specified timeframe, but which are not considered of sufficient importance to delay the issuance of Substantial Completion.
 - 5.3.3.6.2. If the deficiencies are not completed in accordance with the approved schedule, the Township may proceed to have the deficiencies corrected at the Developer's expense.
 - 5.3.3.6.3. The Township may withhold the Certificate of Substantial Completion if the Developer is in default of any requirements or obligations of the Agreement or the Subdivision Agreement.

5.4 WWTP Maintenance Period

- 5.4.1 The Maintenance Period for the WWTP shall commence from the date that the Township issues the Certificate of Substantial Completion for the WWTP and extending for a period of two (2) years following occupancy of 253 residences (Phase 1 and Phase 2 ultimate completion) in the Development or when wastewater received at the WWTP from the development is equal to the design capacity of the WWTP (360 m³/d average day flow or 500 m³/d

peak day flow to be confirmed during design), whichever event occurs first, unless there is a capacity shortfall (insufficient capacity) occurs, which will result in extending the maintenance period by default.

- 5.4.2 During the Maintenance Period, the Township and/or the Township's designated Operating Authority shall be responsible for all typical costs for the operation and maintenance of the WWTP, including equipment replacement costs, consumables, utilities, etc., which are to be reimbursed by the Developer. The Developer shall be responsible for all costs incurred for rectification of issues stemming from the design or construction of the WWTP, including odour control issues stemming from the design of the odour control system.
- 5.4.3 The Township, on behalf of the Operating Authority, shall provide monthly invoices to the Developer in connection with the costs of operating and maintaining the WWTP during the Maintenance Period.
- 5.4.4 The WWTP Maintenance Period is required to ensure and demonstrate that the WWTP is operating reliably and achieving its effluent performance limits as defined in the Environmental Certificate of Approval (ECA). The Township may extend the Maintenance Period as required, if all Developer's obligations have not been completed in accordance with the Agreement. The Township reserves the right in its discretion, acting reasonably, to choose the length of extension for the WWTP Maintenance Period.
- 5.4.5 During the WWTP Maintenance Period, the Township and/or the Township's designated Operating Authority will be responsible for the management, storage, and off-site disposal of sludge and/or biosolids generated at the WWTP in accordance with the governing regulations and MECP guidelines.
- 5.4.6 Prior to placing the WWTP into service, the Developer shall provide the Township with written confirmation that they have a standing agreement with a biosolids hauler for hauling and disposal (land-application) of the biosolids generated at the facility.
- 5.4.7 The Developer further agrees that, during the WWTP Maintenance Period, the WWTP shall be operated by the Township or its designated Operating Authority, the Ontario Clean Water Agency (OCWA). The Township shall enter into agreement with the Operating Authority such that the Operating Authority shall be responsible for all operational and day-to-day duties required to operate the WWTP in a manner to ensure its continuous performance in meeting the effluent limits and objectives as set out in the ECA, as well as all MECP reporting and record keeping requirements, responding to all complaints received at the facility, site maintenance, ordering equipment and supplies, coordinating repairs, payment of fees/fines resulting from conditions created at the WWTP due to operational and/or maintenance practices at the facility, excluding issues related to design or construction errors and odour control issues related to design or construction of the odour control system, which are the Developer's responsibility.
- 5.4.8 During the Maintenance Period, the Developer will be responsible for rectification and all costs associated with rectification of issues stemming from the design, performance of the odour control system due to its design, and/or construction of the WWTP. Rectification measures will include but not be limited to redesigning of the WWTP components or systems, implementing upgrades or modifications to the WWTP required to correct the design/construction issues, payment of all costs associated with developing and implementing the corrective measures, payment of all fees/fines resulting from the WWTP performance issues due to the design and/or construction.

- 5.4.9 During the Maintenance Period, the Developer shall arrange for monthly meetings with the Township and the Operating Authority to review WWTP operation and maintenance activities, identify operational / maintenance challenges, advise the Developer of design and/or construction deficiencies.
- 5.4.10 The Operating Authority shall provide the Developer and their representatives with access to the WWTP within a reasonable time frame to investigate and implement remedies related to design or construction issues. The Developer shall implement corrective measures after discussion with and agreement from the Township and in such a way to avoid contravention of the WWTP's ECA requirements.
- 5.4.11 Within 120 days following approval of the User Rate Study, as defined herein, the Township may reimburse the Developer a percentage of the annual collected user fee minus the annual required funds for lifecycle infrastructure renewal costing as defined in section 5.4.12 to offset a percentage of operation and maintenance fees paid by the developer during maintenance period.
- 5.4.12 Lifecycle infrastructure renewal costing is the actual total cost to construct the WWTP facility excluding applicable divided by 20 years (end of life cycle), inflated on 20 years to establish a healthy asset management reserve to replace the entire facility at year 20 (end of life cycle). This yearly dollar amounts will be kept with the municipality in the Asset management reserve collected from the User fee.

5.5 User Rate Study

- 5.5.1 Commencing with the first occupancy, the Township will collect user fees in accordance with their current user rates. These fees will be held in the municipality's reserve fund. Once the average daily flow at the WWTP reaches 65% of the projected full-buildout average flow, based on a minimum of one month of flow data, the Developer shall undertake a User Rate Study, at their own expense, to review the operation and maintenance cost history, establish projected operation and maintenance costs over the lifecycle of the facility, determine suitable reserve funds, and determine what the user rates should be. Following approval of the User Rate Study by the Township, the Developer may be eligible to begin receiving a portion of the total fees and charges collected by the Township to offset the operation and maintenance costs, up to a maximum of the amount actually invoiced to, and paid by the Developer for operation and maintenance of the WWTP.

5.6 Maximum Occupancy

- 5.6.1 If average daily flows or peak daily flows to the WWTP at any time reach the WWTP's rated average day or rated peak day capacity, as defined in its ECA, prior to full occupancy of the Development (Phase 1 and/or 2), the Developer will not be permitted to increase occupancy in the development.

5.7 Sewage Capacity for Baxter Central Public School

- 5.7.1 The Developer agrees to provide adequate sewage capacity and a connection from the proposed/new Baxter WWTP to the Baxter Central Public School and all other associated works to provide for sanitary servicing for students from the Plans for Phase 1 and Phase 2 to attend the local elementary school all as a local service in accordance with Section 59(1) and (2)(a) of the Development Charges Act and Section 51(25)(d) of the Planning Act to the satisfaction of the Simcoe County District School Board and that their respective financial contribution for the costs associated with these works shall be identified in a

subsequent agreement between the Developer and the SCDSB (the "SCDSB WWTP Infrastructure Contribution Agreement") to be entered into prior to the commencement of construction of the WWTP.

SECTION 6 – FINAL ACCEPTANCE/ASSUMPTION OF WWTP

- 6.1 The Developer acknowledges that ownership of the WWTP and the land upon which it is to be located will be transferred to the Township in accordance with the requirements of the Subdivision Agreement entered into between the Township and the Developer, and the Developer agrees to provide signed Transfers/Authorization and Directions to the Township's Lawyer prior to execution of the Subdivision Agreement by the Township.
- 6.2 Within thirty (30) days of the expiration of the WWTP Maintenance Period, the Developer shall make a written request to the Township for a final inspection to be made and, despite the two (2) year period or greater period as noted herein, the WWTP Maintenance Period will continue until:
- 6.2.1 All outstanding works or repairs have been completed to the satisfaction of the Township.
- 6.2.2 The Developer has provided to the Township, and in form acceptable to the Township, a detailed list and construction cost or supply value of the assets being acquired by the Township to be included in the inventory of assets owned by the Township pursuant to the Township's asset management requirements.
- 6.2.3 All permits and approvals have been transferred to the Township.
- 6.2.4 The Township has issued the Certificate of Maintenance and Final Acceptance.

SECTION 7 – SECURITY FOR CONSTRUCTION AND OPERATION

- 7.1 Before signing the Agreement, the Developer will deposit with the Township an irrevocable Letter or Letters of Credit from a Tier 1 Canadian Chartered Bank in the format provided in Schedule "G" attached and in the amount as set out in Schedule "F" attached, which is one hundred and ten percent (110%) of the estimated cost of works. This is to cover the faithful performance of the works and is in addition to any monies previously deposited with the Township.
- 7.2 The requirements for discharging of securities are as described in the Subdivision Agreement entered into between the Parties hereto.

SECTION 8 – INSPECTION AND MONITORING

- 8.1 The Developer agrees to retain a Consulting Professional Engineer ("Developer's Engineer"), skilled and experienced in the type of work pertaining to the Agreement, to supervise, monitor, and inspect the work, including providing certifications as required by the Township related to performance and up to the end of the Maintenance Period. The requirements of the Developer's Engineer for the purposes of the Agreement will be consistent with those as described within the Subdivision Agreement.

- 8.2 The Developer covenants and agrees to allow the Township, its employees, officers, servants and agents a right of access to the WWTP to allow the Township to perform periodic inspection as required by the Township.
- 8.3 The Developer acknowledges and agrees that if, in the reasonable opinion of the Township, the WWTP requires emergency operation or repairs, such operation or repairs shall be carried out in an expeditious manner by the Developer, at its sole expense, or, if the Township so determines, may be carried out by the Township at the Developer's expense. The reasonable cost of such emergency operation or repairs completed by the Township shall be recoverable from the Developer within fifteen (15) days of written demand therefor, and in default of payment, payment may be deducted by the Township from the Security as referenced in Section 7.1 of the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement.

Dated at _____, ON, this _____ day of _____, 2023.

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk

We have authority to bind the Corporation.

Dated at _____, ON, this _____ day of _____, 2023.

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

7a

SCHEDULE "A"

LEGAL DESCRIPTION OF ALL LANDS

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

LEGAL DESCRIPTION OF LANDS

Part of Lot 16 Concession 4 Essa, Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN 58990-0115.

Part of Lot 16 Concession 4 Essa, Parts 21 and 22 Plan 51R-42163; Township of Essa, County of Simcoe, being all of PIN 58990-0138(LT)

Assessment Roll Number: 4321 010 007 15400

Phase 1:

Lots 1 through 119 (inclusive) and Blocks 120 through 123 (inclusive), and Henderson Street, Shorey Lane, Edgar Avenue and Felhazi Trail on the unregistered plan of subdivision M-Plan

Phase 2:

Lots 1 through 134 (inclusive) and Blocks 135 and 136 (inclusive), and Henderson Street and Cochrane Crescent on the unregistered plan of subdivision M-Plan

LEGAL DESCRIPTION OF TOWNSHIP LANDS

Pt Lt 16 Con 5 Essa being Pts 1, 2, & 3 on 51R-41354, Township of Essa, County of Simcoe, being all of PIN 58111-0347.

LEGAL DESCRIPTION OF ADDITIONAL EXTERNAL LANDS

1. Pt Lt 16 Con 5 Essa, being Pts 1 and 2 on 51R-____; Township of Essa; County of Simcoe, being Part of PIN 58111-0346(LT).
2. Pt Lt 16 Con 5 Essa, being Part 3 on 51R-____ in the Township of Essa, County of Simcoe, being Part of PIN 58111-0346(LT).
3. Part East ½ Lt 17 Con 5 Essa, being Part 4 on 51R-____ in the Township of Essa, County of Simcoe, being Part of PIN 58111-0237(LT).
4. Part East 1/2 Lot 17 Concession 5 Essa, being Part 5 on 51R-____; Township of Essa, County of Simcoe, being Part of PIN 58111-0360(LT).
5. Pt E 1/2 Lt 17 Con 5 Essa, being Parts 6, 7, and 8 on 51R-____, Township of Essa, County of Simcoe, being Part of PIN 58111-0359(LT).

275

SCHEDULE "B-1"

M-PLAN FOR PHASE 1

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

A reduced copy of the unregistered Plan for Phase 1 is attached to the originally executed copies of the Subdivision Agreement. The Parties have agreed to the unregistered Plan contained in the Agreement. They, and other details relating thereto, can be viewed at the Township of Essa offices at 5786 Simcoe County Road #21, Utopia, ON, L0M 1T0 during business hours from Monday – Friday.

7a

SCHEDULE "B-2"

M-PLAN FOR PHASE 2

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

A reduced copy of the unregistered Plan for Phase 1 is attached to the originally executed copies of the Subdivision Agreement. The Parties have agreed to the unregistered Plan contained in the Agreement. They, and other details relating thereto, can be viewed at the Township of Essa offices at 5786 Simcoe County Road #21, Utopia, ON, L0M 1T0 during business hours from Monday – Friday.

278

SCHEDULE "C"

HAULAGE ROUTE FOR INTERIM SEWAGE TRUCKING

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement



←---→ Haul Route for WWTP Temporary Sewage Hauling

SCHEDULE "D"

REQUIRED STRUCTURE OF
WWTP OPERATING AND MAINTENANCE MANUAL

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

<u>PART ONE – OPERATIONAL DESCRIPTION</u>	<u>PART TWO – EQUIPMENT MANUFACTURERS' DATA</u>
<ol style="list-style-type: none"> 1. BACKGROUND/INTRODUCTION 2. ABBREVIATIONS 3. PLANT APPROVALS AND PERMITS 4. PLANT DESCRIPTION and MAJOR COMPONENTS <ol style="list-style-type: none"> 4.1. Lift Station 4.2. Raw Balance Tank 4.3. Sequencing Batch Reactor 4.4. Post SBR EQ Tank 4.5. Tertiary Filtration System 4.6. UV Disinfection System 4.7. Alum Dosing System 4.8. Sludge Storage 4.9. Plant Performance Monitoring System 4.10. Control System <ol style="list-style-type: none"> 4.10.1. PLC 4.10.2. Operator Interface (HMI) 4.11. Power Supply System <ol style="list-style-type: none"> 4.11.1. Facility Power System 4.11.2. Standby Power System 4.12. Building HVAC and Plumbing <ol style="list-style-type: none"> 4.12.1. HVAC 4.12.2. Plumbing 5. DESIGN PARAMETERS <ol style="list-style-type: none"> 5.1. Plant Design Parameters 5.2. Plant MECP Performance Requirements 5.3. Control Setpoints <ol style="list-style-type: none"> 5.3.1. SBR Decanter 5.3.2. Dissolved Oxygen 5.3.3. Waste Activated Sludge (WAS) Pump 5.3.4. Etc. 6. EQUIPMENT OPERATION <ol style="list-style-type: none"> 6.1. Lift Station 6.2. Raw Balance Tank 6.3. Sequencing Batch Reactor <ol style="list-style-type: none"> 6.3.1. Aeration System 6.3.2. Decanters 6.3.3. Waste Activated Sludge (WAS) Pumps 6.3.4. Dissolved Oxygen Control System 6.4. Post SBR EQ Tank 6.5. Tertiary Filtration System 6.6. UV Disinfection System 6.7. Sludge Storage 6.8. Alum Dosing System 6.9. Power Supply System <ol style="list-style-type: none"> 6.9.1. Facility Power System 6.9.2. Standby Power System 6.10. Building HVAC <ol style="list-style-type: none"> 6.10.1. HVAC 	<ol style="list-style-type: none"> 1. SUPPLIER CONTACTS <ol style="list-style-type: none"> 1.1. Local SBR Sales Representative 1.2. SBR Process Design, Decanters, and Controls 1.3. Aeration System 1.4. Air Control Valves 1.5. Blowers 1.6. Pumps 1.7. Tertiary Treatment 1.8. UV System 1.9. Instrumentation 1.10. Etc. 2. WARRANTY CERTIFICATES 3. EQUIPMENT DATA SHEETS

SCHEDULE "E"**REQUIRED STRUCTURE/CONTENTS OF WWTP
PROCESS CONTROL NARRATIVE**

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

- 1. INTRODUCTION**
- 2. CONTROL PHILOSOPHY AND SCADA MONITORING**
 - 2.1. Control Hierarchy
 - 2.2. Interlocks
 - 2.3. Alarms
 - 2.4. Statistical Calculations
 - 2.5. Trends
 - 2.6. Device Virtual Points
- 3. PROCESS OVERVIEW**
 - 3.1. Block Diagram of Processes
 - 3.2. Description of Process Overview
 - 3.3. Equipment
 - 3.4. Instrumentation
 - 3.5. Modes of Operation
 - 3.5.1. Normal Operation
 - 3.5.1.1. Automatic
 - 3.5.1.2. Manual
 - 3.5.2. Emergency Operation
- 4. I/O LISTING**
- 5. CONTROL LOGIC**
 - 5.1. Lift Station
 - 5.2. Raw Balance Tank
 - 5.3. Sequencing Batch Reactor
 - 5.4. Post SBR Tank
 - 5.5. Tertiary Filtration System
 - 5.6. UV Disinfection System
 - 5.7. Alum Dosing
 - 5.8. Sludge Storage / Management
- 6. FAILURE RESPONSE**
 - 6.1. PLC Failure Response
 - 6.2. Power Failure Response
 - 6.3. Equipment Failure Response
 - 6.4. Interlock Summary
- 7. PROCESS SETTINGS**

7a

SCHEDULE "F"

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

283

SCHEDULE "G"

LETTER OF CREDIT

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement

BANK OF _____

DATE OF ISSUE: _____, 2012

APPLICANT: Name of Customer _____ Address of Customer _____ Address of Customer _____ (hereinafter called the "Applicant")

BENEFICIARY: The Corporation of the Township of Essa 5786 Simcoe County Road 21, UTOPIA ESSA TOWNSHIP ON LOM 1T0 (hereinafter called the "Beneficiary")

AMOUNT: _____ and 00/100's Canadian Dollars (Cdn. \$ _____ .00)

Irrevocable and Unconditional Standby Letter of Credit Number: _____ (The "Credit")

Except as otherwise expressly stated, this Letter of Credit is issued subject to "Uniform Customs and Practices for Documentary Credits, 2007 Revision, being International Chamber of Commerce Publication No. UPC 600L".

We hereby authorize you to draw on the Bank of _____, Ontario, (postal code), for the account of our customer, _____, Ontario, (postal code), up to an aggregate amount of _____ and 00/100's Canadian Dollars (Cdn. \$ _____ .00) to be honoured upon demand.

Pursuant to the request of our said customer, _____, We, the Bank of _____, hereby establish and give to you an Irrevocable Letter of Credit in your favour, in the above total amount, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer, or objection by them, to payment by us.

Demand shall be by way of a letter signed by an authorized signing officer of The Corporation of the Township of Essa. Partial drawings shall be permitted. Demand drawn under this Letter of Credit is to state on its face that it is drawn under this Letter of Credit stating its number and date. The original Letter of Credit must be presented with the demand to us at the Bank of _____, Ontario, (postal code), at or before 4:00 p.m. (EST), for our endorsement of any payment thereon. For partial drawings, a copy of the Letter of Credit may be presented with the demand; for the final drawing, the original of the Letter of Credit may be presented with the demand.

The Letter of Credit, we understand, relates to a Pre-servicing / Subdivision / Development / Condominium / Site Plan / Other Agreement, including but not limited to municipal services and financial obligations, between our said customer, _____, and The Corporation of the Township of Essa, and Mortgagees, regarding Pre-Servicing / Subdivision / Development / Condominium / Site Plan / other Agreement of _____, _____ (property description), Township of Essa, County of Simcoe, Province of Ontario.

7a

The amount of this Letter of Credit may be reduced from time to time, as advised by notice in writing, given to us by an authorized signing officer of The Corporation of the Township of Essa.

We hereby agree that drawings under this Letter of Credit will be duly honoured upon demand.

The Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth. It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or such future expiration date, we notify you in writing by registered mail or courier with proof of receipt by you that we elect not to consider this Letter of Credit renewed for any such additional period.

For and on Behalf of
Bank of _____

Bank of _____

(Authorized Signature)

(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES

285

SCHEDULE "H"

LETTER OF COMMITMENT FROM BROOKFIELD FOR WWTP DESIGN

NOTE: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Wastewater Treatment System Servicing and Responsibility Agreement



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW007-23

DATE: May 17, 2023

TO: Committee of the Whole

FROM: Michael Mikael – Manager of Public Works

SUBJECT: Award of Quotation – Double Surface Treatment – Slurry Seal (Combined)

RECOMMENDATION

That Staff Report PW007-23 be received; and

That the quotation as received from **DUNCOR ENTERPRISES** be accepted in the amount of **\$594,975 (excluding HST & including provisional items)**, to complete the 2023 double surface treatment projects, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township’s satisfaction; and

That the quotation as received from **DUNCOR ENTERPRISES** be accepted in the amount of \$122,700 (excluding HST) to complete the 2023 slurry seal treatment projects, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township’s satisfaction; and

That Council authorize Staff to utilize the remaining (surplus) non-obligatory capital funding to repair and reconstruct the 5th Line between Hwy 89 to Underhill Court (Nicolston Dam area) and the 10th Line between County Road 21 to the 10th Sideroad.

BACKGROUND

The RFQ’s for the 2023 Double Surface Treatment were posted on the Township’s website, as well as Bidding and was circulated in accordance with Essa’s Procurement Policy A05-01. The closing date for this was April 28, 2023.

2023 Public Works prioritized Capital Budget included the following approved resurfacing projects:

Project Name	Total Approved Capital Budget (excluding HST)
11 th Line Reconstruction Double Surface -Slurry Seal Treatment	\$1,020,000 (\$50,313 Taxation – 969,687 OCIF)
9 th Line Reconstruction - Double Surface Treatment	\$650,000 (\$266,000 Taxation - \$137,000 Infrastructure renewal reserve – 247,000 CCBF)

COMMENTS AND CONSIDERATIONS

The scope of work includes HF 150S emulsion double surface treatment (OPSS. PROV 1103). Double surface treatment will follow OPSS 304. Aggregates shall follow OPSS 1003, as determined by an approved laboratory in Ontario's inter-laboratory correlation program:

- Aggregates for the first application (first pass {Binder}) shall be Class 2.
- Aggregates for the first application (first pass {Binder}) shall be Class 2.

All labour, equipment and materials and traffic control required to supply and place slurry seal treatment at the specified locations are included. The tender opening results is included in Attachment no.1.

The following conditions will apply:

- The Contractor shall complete this contract in its entirety by September 15th, 2023.
- Gravel A will be supplied by the Township for final grading and 50mm shoulder raising where applicable as per PW006-23
- Liquidated Damages will apply to this contract in the amount of \$500 for each and every calendar day after September 15th, 2023, in case all the work called for under the contract is not finished or completed within the date of completion of contract time (September 15th, 2023) or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.07, of MTO General Conditions of Contract.
- One year warranty shall apply to work.

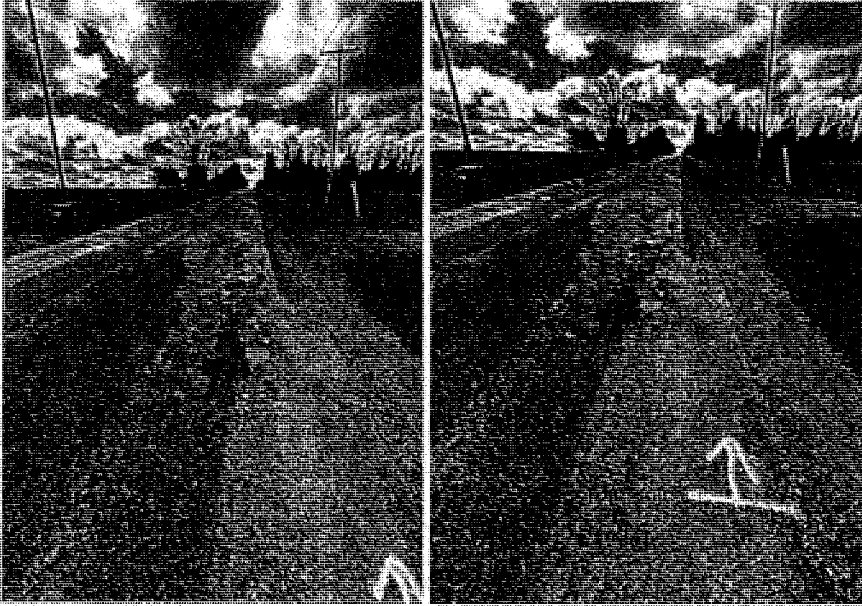
The following work will be completed in-house:

- Realignment and surveying services as required.
- Pulverization and grading the roads.
- Inspection and replacement of any deficient culverts.
- Contract administration and hydro-seeding
- 50mm thick layer of granular A (quarried) on shoulders.
- Supplying Type A gravel as per PW006-23.

In addition, last year's weather has contributed to several road sections' deterioration, in a number of locations throughout the Township and it is recommended that improvements be added to the following:

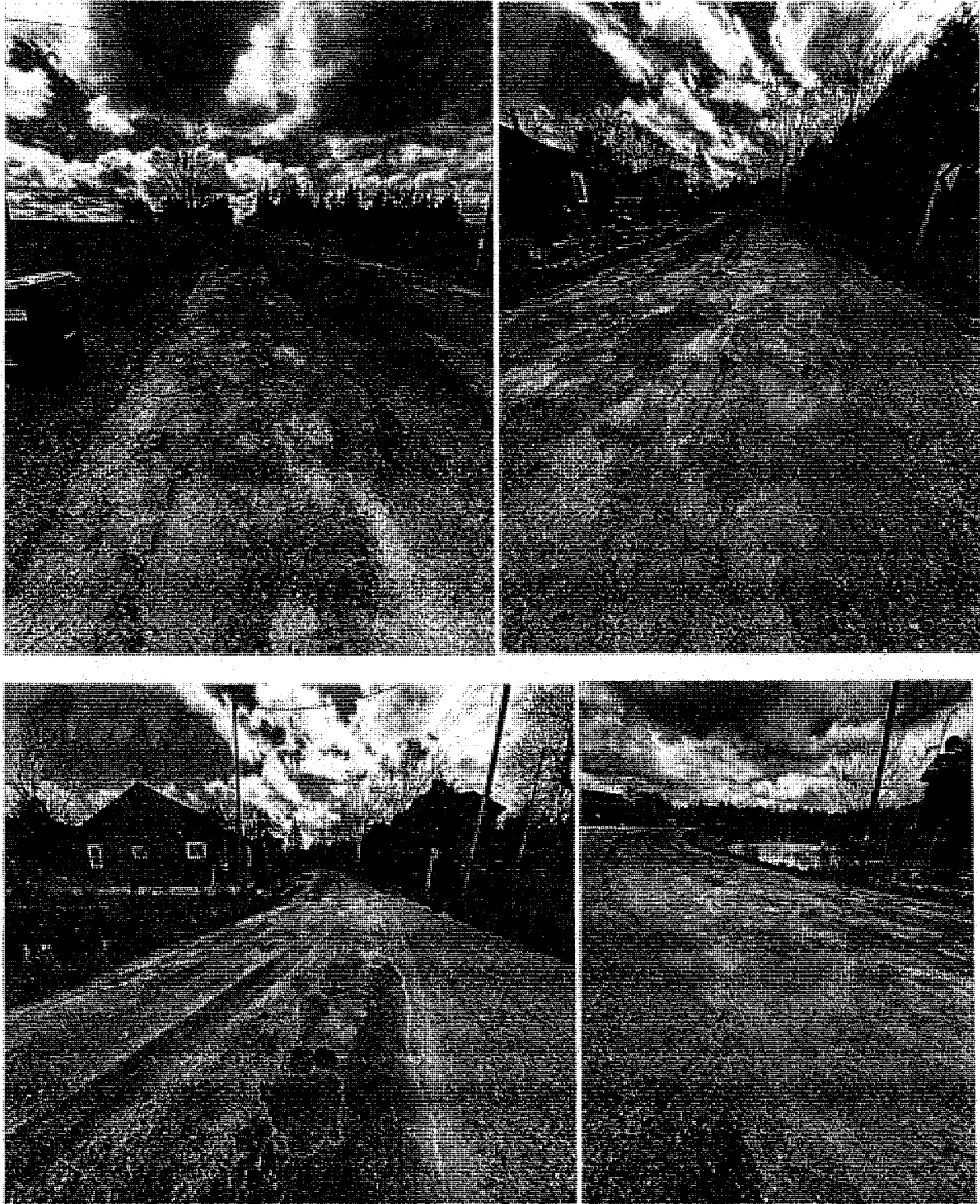
1. 10th Line (CR 21- 10th Sideroad) – approximately 0.7 km (as per the attached photos).
2. 5th Line (Hwy 89 - Underhill Court) – approximately 0.5 km (as per the attached photos).

7b



Staff recommends reconstructing the destroyed road sections of the 10th Line via a Change Order with Duncor Enterprises utilizing the non-regulatory fund envelope of the remaining capital budget surplus.

289



Staff also recommends re-grading the noted section of 5th Line (vertical elevation correction) and pave the section of the bend (60mm- HL3) to be funded from the non-regulatory fund envelope of the remaining surplus capital budget.

FINANCIAL IMPACT

2023 Public Works prioritized Capital Budget included the following approved resurfacing projects:

Project Name	Total Approved Capital Budget (ex HST)	Required Budget to Cover Gravel Supply (ex HST)	Duncor Enterprises Bid amounts as per Att.1	Remaining Capital Budget
11 th Line Recon Double Surface -Slurry Seal	\$1,020,000	\$168,115.50	\$477,891.00	\$373,993.50
9 th Line Recon - Double Surface	\$650,000	\$148,902.30	\$239,784	\$261,313.70
Total Remaining Budget (Surplus) :			\$635,307.20	
<i>*All above numbers are excluding applicable tax</i>				

All received quotations were evaluated by staff utilizing the established evaluation weight criteria. In accordance with the Procurement Policy, "the lowest bid is not necessarily accepted".

Staff is requesting to utilize the remaining non-regulatory fund 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 and 5th lines.

Staff may also contact the OCIF/CCBF Team to request further authorization (if required) to utilize additional funds as required from both provisional/ federal obligatory funding streams to complete the reconstruction of the 10th and 5th Lines.



Manager of Finance

SUMMARY/OPTIONS

Council may:

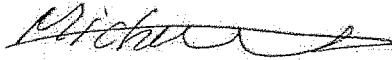
1. Take no action.
2. Award the Quotation to Duncor Enterprises Inc in the amount of \$594,975 (excluding HST & including provisional items) to complete the 2023 double surface treatment projects.
3. Award the Quotation to Duncor Enterprises Inc in the amount of \$122,700 (excluding HST) to complete the 2023 slurry seal treatment projects.
4. Authorize Staff to utilize the remaining (surplus) non-obligatory capital funding to repair and reconstruct the 5th Line between Hwy 89 to Underhill Court and the 10th Line between County Road 21 to the 10th Sideroad.
5. Direct Staff in another course of action.

CONCLUSION

Staff recommends that Options 2,3 and 4 be approved given that this contractor is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,

Reviewed by,



Michael Mikael, P.Eng
Manager of Public Works

Colleen Healey-Dowdall
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: TR008-23
 DATE: May 1, 2023
 TO: Committee of the Whole
 FROM: Bernice Gauley, Deputy Treasurer
 SUBJECT: Budget to Actuals Update as of March 31, 2023

RECOMMENDATION

That Staff Report TR008-23 be received.

BACKGROUND

As part of the regular reporting requested by Council, this report highlights the operational activities for the first financial quarter of 2023.

COMMENTS AND CONSIDERATIONS

The Attachment Q1 Variance Report summarizes the operating budget of each Department showing the net total which summarizes all three major sections:

- **Cost Centre Expenses** – Each department has the expense broken down by cost centres. The expenses for the cost centres are categorized into the groupings which include:
 - Salaries/Wages Expense
 - Benefits Expense
 - Operating Expense – these amounts include current operations funding capital
 - Utilities
 - Repairs and Maintenance
 - Fleet Expense
 - Miscellaneous Expense
- **Cost Centre Revenues** – For the departments that generate revenues, each will have a revenue cost centre. The revenues are categorized into the groupings which include:
 - Grants
 - Fees & Fines Revenue
 - Sale of Utilities
 - License and/Permits
 - Interest Revenue
 - Other/ Miscellaneous Revenue
 - Internal Revenue – these are DC and Reserve amounts to fund capital

- **Net Total** – this is the difference between the expenses and revenues for the department or sub-department. If the amount is positive the expenses are greater than the revenues; whereas if the value is negative, the revenues are greater than the expenses.

The Columns of the Budget to Actuals include;

- **Annual Budget** – the approved budget amount.
- **Q1 Actual Cost** – The actuals as of March 31st.
- **Q1 Budget**- 25% of the approved budget amount.
- **Variance Over/Under** – the difference between the Q1 Actual Cost versus the Q1 Budget amounts recorded. If the amount is negative, the actuals are less than the budgeted amount. If positive, the actuals are more than what was budgeted.
- **Percentage Variance** – the difference between the annual budgeted amount and the YTD actual amount expressed as a percentage.

The Attachment Q1 Variance Report also contains a listing of the 2023 approved Capital Projects. Included for each capital by department is the 2023 approved budget amount, the actual costs incurred as of March 31st and a percentage variance of the difference between budgeted and actual costs.

FINANCIAL IMPACT

For the reporting period, the expected Percentage Variance between the Annual Budget and Q1 Actuals should be roughly 25%, meaning only 25% of the budget should have been expended or earned (revenues). A review of the performance of the budget by staff has not revealed any concerns. Transportation is overbudget due to higher equipment repairs however we are awaiting a large insurance reimbursement which will reduce this variance by 26%. The Thornton Union Cemetery has already reached 72% of its legal fees budgeted for 2023 which is causing the variance overage.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive the Budget to Actuals as of March 31st, as circulated.


CONCLUSION

Option #2 is recommended.


Respectfully submitted:

Reviewed by:

Reviewed by:



Bernice Gauley
Deputy Treasurer



Debbie Dollmaier
Manager of Finance



Colleen Healey-Dowdall
Chief Administrative Officer

Appendix A – Q1 Variance Report

89

Appendix A
Township of Essa
2023-Q1 Variance Report



	2023 Q1 Actuals	2023 Q1 Budget	2023 Annual Budget	Variance	
				Q1 Actuals vs Q1 Budget	Q1 Actuals to Annual Budget
				Net \$	%
Operations	Net \$	Net \$	Net \$	Net \$	%
MUNICIPAL TAXATION	(\$2,898,594)	(\$3,224,614)	(\$12,898,455)	\$326,020	22%
GRANTS	(\$832,400)	(\$652,252)	(\$2,609,009)	(\$180,148)	32%
TOTAL	(\$3,730,994)	(\$3,876,866)	(\$15,507,464)	\$145,873	24%
Mayor & Council (03-010)	\$48,896	\$54,628	\$218,513	(\$5,732)	22%
Administration (03-020)	\$63,790	\$143,669	\$574,676	(\$79,879)	11%
Treasury (03-040)	\$129,198	\$235,095	\$940,379	(\$105,897)	14%
Clerks (03-030)	\$76,953	\$75,007	\$300,027	\$1,946	26%
Information Technology (03-070)	\$49,878	\$71,204	\$284,816	(\$21,326)	18%
Funding for Organizations (03-030)	\$0	\$5,125	\$20,500	(\$5,125)	0%
GENERAL GOVERNMENT	\$368,715	\$584,728	\$2,338,911	(\$216,013)	16%
Policing (03-020)	\$235,359	\$716,713	\$2,866,853	(\$481,354)	8%
Fire Department (04-110)	\$209,604	\$219,341	\$877,362	(\$9,737)	24%
Building Department (04-140)	(\$38,168)	\$0	\$0	(\$38,168)	0%
By-Law Enforcement (04-150)	\$25,244	\$35,475	\$141,898	(\$10,231)	18%
Animal Control (04-160)	\$6,397	\$5,999	\$23,995	\$398	27%
PUBLIC PROTECTION	\$438,436	\$977,527	\$3,910,108	(\$539,091)	11%
Public Works (30-530)	\$144,969	\$60,193	\$240,770	\$84,777	60%
Roads (06-210)	\$760,340	\$801,961	\$3,207,844	(\$41,621)	24%
TRANSPORTATION	\$905,309	\$862,154	\$3,448,614	\$43,156	26%
Water and Wastewater (08-300)	(\$758,883)	\$0	\$0	(\$758,883)	0
Storm Sewer (08-320)	\$0	\$2,500	\$10,000	(\$2,500)	0%
NVCA (04-350)	\$48,413	\$50,349	\$201,394	(\$1,936)	24%
ENVIRONMENT	(\$710,470)	\$52,849	\$211,394	(\$763,319)	-336%
Parks Maintenance (20-400)	\$20,786	\$182,078	\$728,310	(\$161,292)	3%
Community Events (20-404)	(\$3,020)	\$1,400	\$5,600	(\$4,420)	-54%
Angus Cemetery (40-382)	(\$8,736)	\$11,176	\$44,703	(\$19,912)	-20%
Thornton Union Cemetery (40-380)	\$30,014	\$18,747	\$74,987	\$11,267	40%
Library (20-445)	\$162,182	\$195,301	\$781,203	(\$33,119)	21%
RECREATION & CULTURE	\$201,226	\$408,701	\$1,634,803	(\$207,475)	12%
Planning (25-500)	\$43,629	\$89,255	\$357,020	(\$45,626)	12%
Committee of Adjustment (25-500)	(\$12,500)	\$10,571	\$42,282	(\$23,071)	-30%
PLANNING & ZONING	\$31,129	\$99,826	\$399,302	(\$68,697)	8%
Total Operating	(\$2,496,649)	(\$891,083)	(\$3,564,332)	(\$1,605,566)	70%
	2023 Q1 Actuals	2023 Q1 Budget	2023 Annual Budget	Variance	
Capital	Net \$	Net \$	Net \$	Q1 Actuals vs Q1 Budget	Actuals to Annual Budget
GENERAL GOVERNMENT	\$0	\$10,000	\$40,000	(\$10,000)	0%
PUBLIC PROTECTION	\$63,679	\$156,500	\$626,000	(\$92,821)	10%
TRANSPORTATION	\$39,238	\$928,137	\$3,712,548	(\$888,899)	1%
ENVIRONMENT	\$0	\$0	\$0	\$0	0%
RECREATION & CULTURE	\$28,090	\$239,018	\$956,072	(\$210,928)	3%
Total Capital	\$131,007	\$1,333,655	\$5,334,620	(\$1,202,648)	2%

(All Salaries are quarterly reported with exception to firefighters which is annually.)

296