

Report CCR-PCD-10-15

To: Chair Wright and Members of the Planning and Community Development Committee
From: Philly Markowitz
Meeting Date: April 21, 2015
Subject: Mobile Food Vendors on County Properties Policy and Agreement
Status: Recommendation adopted by Committee as presented per Resolution PCD57-15; Endorsed by County Council May 5, 2015 per Resolution CC72-15;

Recommendation(s)

WHEREAS the Grey County Economic Development Strategic Plan identifies Creating a Business Friendly Environment and targeted sector development in Tourism and in Agriculture, Farms and Local Food as three of seven main themes earmarked as priorities;

AND WHEREAS several member municipalities in Grey County have licensing policies and procedures in place governing the permitted operations of mobile food vendors (a.k.a. “food trucks”) on municipal lands;

AND WHEREAS Grey County has been approached by mobile food vendors wanting to operate on County property;

NOW THEREFORE BE IT RESOLVED THAT Report CCR-PCD-10-15 be received;

AND THAT MS-GEN-001-00, being the Mobile Food Vendor on County Property Procedure and the Mobile Food Vendor Agreement/License of Premises be adopted as recommended in Report CCR-PCD-10-15.

Background

Food trucks are a popular and fast-growing segment of the foodservice industry, providing service and creating an attraction wherever they locate.

In summer 2014, Grey Gables was approached by a local mobile food vendor with a request to set up a food truck on a section of the Grey Gables parking lot designated for use by a tenant in Grey Gables. Permission was granted on an ad hoc basis to the business owner, provided the vendor only operated at times when the tenant did not need the space, i.e. evenings and weekends.

The relationship between the business and Grey Gables worked well and both were satisfied with the agreement. In late August of 2014, another area resident sent correspondence to then Warden Brian Milne questioning how permissions were granted for use of space and whether there were policies and procedures in place to ensure fair and equitable access by all businesses. After some deliberation, it was identified that the County needed a policy to support the process and decision making.

Research into mobile food vendors determined that the majority of the regulation, licensing and monitoring functions pertaining to food trucks falls to a variety of pre-existing organizations; specifically lower tier municipalities through the Municipal Act, Ontario Ministry of Transportation through vehicle licensing, and Public Health Units through regular inspections. As such, the County would not be required to maintain any regulatory function over mobile food vendors, but would have a relationship with food truck business owners similar to that of a landlord-tenant.

With that in mind, staff from across several departments did an analysis of the County-owned properties that might be considered appropriate and desirable locations by mobile food vendors. Three locations were determined to be suitable locations based on safety, site management, public access and accessibility concerns. Those locations are parking lots at the Grey County Administration Building, Grey Gables, and Grey Roots Museum & Archives.

An approval process was created (Corporate Procedure MS-GEN-001-001) as was an agreement that clearly stipulates the regulatory and insurance requirements that need to be met by any business applying to use county property, and outlining the corresponding roles and responsibilities of the signatories. An online web-form has been created to facilitate the application process.

The procedure and accompanying documents address areas such as insurance, safety and legal implications. This procedure and agreement will allow for operations on County properties that demonstrate the County is “open for business”.

Financial / Staffing / Legal / Information Technology Considerations

There are no financial or IT implications arising from this report. The impact on staff will be minimal and fall to the Clerk’s department and appropriate Director and staff at the three buildings impacted by this report to review the applications.

Legal issues have been addressed through in the Mobile Food Vendor Agreement / License of Premises document.

Link to Strategic Goals / Priorities

This report supports the following goals and actions in the County’s Strategic Plan:

Goal 1, Expanding the Prosperity Base – Actions:

1.1 Support initiatives that promote local business retention and expansion

Attachments

Corporate Procedure MS-GEN-001-001 [Mobile Food Vendors on County Properties Procedures](#)

[Food Truck Agreement](#)

[Application page on grey.ca](#)

Respectfully submitted by,

Philly Markowitz, Economic Development Officer

Director Sign Off: *Heather Morrison*

Mobile Food Vendors on County Properties

Approved by: County Council

Date Approved:

Last Revision Date: N/A

Replaces: N/A

Scheduled for Review by: 2019

Procedure Number: MS-GEN-001-001 **Parent Policy:** MS-GEN-001

Author: Clerk's Department

References and Related Documents

- [EDCO OCTA food truck best practice](#)
- [Third Party use of Grey County Property Policy](#)
- [Owen Sound Business By-law](#) (see Schedule A)
- [Grey Highlands Mobile Vendor By-law](#)
- [Georgian Bluffs Mobile Vendor By-law](#)

Policy Statement

The Corporation of the County of Grey (the County) recognizes that mobile food vendors (also known as food trucks) are a popular and growing segment of the food landscape and that they attract business from residents and tourists alike. It also recognizes that food truck operators may wish to temporarily conduct business on select County-owned properties, and this requires an approvals process that originates at the County Clerk's office and that is simple, fair and transparent.

The County recognizes that food trucks are licensed and regulated through existing municipal by-laws under the Municipal Act, S.O. 2001, c.25 Sections 9, 10 & 11. As such, all requirements for the operation of the food trucks are the responsibility of the municipality in which the truck is operating and are subject to local by-laws (above).

Purpose

This document establishes guidelines for the approval of temporary use of designated County-owned properties by food trucks, and outlines the appropriate procedure to be followed by business owners in order to obtain that approval. It also outlines the

procedure for county staff to disseminate the information to businesses and amongst the appropriate managers and directors and to member municipalities.

Scope

This procedure applies to 3 properties in 3 municipalities on which food trucks may wish to park temporarily in order to conduct business.

The properties considered under this policy (grouped by municipality) include:

- Owen Sound: Grey County Administration building , during business hours only, i.e. Monday – Friday, 8:30 a.m. – 4:30 p.m., -statutory holidays are excluded
- Grey Highlands: Grey Gables
- Georgian Bluffs: Grey Roots Museum & Archives, during business hours only; business hours may vary depending on the season

Only properties on which there are public-facing services and regularly maintained parking areas will be considered. County forests, transportation depots and other non-public-facing County properties and facilities are excluded from this policy.

Procedure

Request Process

Any mobile vendor wishing to conduct business on a County property must submit an electronic [Mobile Vendor Location Permit Application](#) form on the County's website. The County will invite vendors on an annual basis to submit applications in February and March.

Approval Process

The Clerk's office will review each request with the location manager and/or departmental director of the requested facility to assess possible impacts on regular usage at the desired location (ie: impacts on parking for emergency vehicles; special events; planned construction; other concerns). If the manager and/or director agree that the vendor will not negatively impact regular operations, the County Clerk's office will issue an approval letter to the business owner (c.c.'ed to the facility manager/director and the municipality).

A mobile food business will be granted permission to operate on County properties between May 1st and November 1st of the current year. Business owners will be informed about the status of their requests in early April.

The County reserves the right to determine the location of a mobile food vendor's truck on any County property. The County also reserves the right to determine the location of (or limit the use of) additional signage, garbage receptacles, and other equipment subject to space availability or other concerns. Any special instructions will be noted in the approval letter. If the County deems that a mobile vendor would have negative impacts on any given site, the request will be denied.

Only one food truck may be parked at a location at any given time (as per most municipal by-laws). If more than one business is a successful applicant for access to the same space, a schedule for shared use of space will be established by the County.

The only exception to the one-vehicle-at-a-time provision would be one-time special events in which the facility manager / director might invite several vendors on site, in accordance with municipal by-laws. The County reserves the right to rescind a site usage approval at any time but must do so in writing. The effect of such notice, once given, shall be immediate.

If the County is notified by the municipality that a business is in contravention of municipal by-laws or Public Health standards, site usage may be suspended immediately until the County receives proof that any infractions have been remedied.

MOBILE FOOD VENDOR AGREEMENT/LICENSE OF PREMISES

THIS AGREEMENT, made this _____ day of _____, 20____, between

The Corporation of the County of Grey, hereinafter designated as “the County”

and

_____, hereinafter designated as “the Vendor”

WHEREAS the County has policies and procedures in place to allow third party use of County property, and specifically to allow mobile food vendors to use certain County properties;

AND WHEREAS the Vendor operates a mobile food vending vehicle, also known as a “Food Truck”, possesses a current license to do so from the municipality where it wishes to operate under this Agreement, and wishes to do so on certain County properties;

AND WHEREAS the Vendor has independently confirmed with the lower tier municipality that the Vendor’s proposed Food Truck operation complies with the existing zoning provisions;

WITNESSETH, in consideration of the covenants and conditions, hereinafter contained; it is hereby agreed by and between the parties, hereto as follows:

1. The County hereby grants to the Vendor a license for use of the following described premises, owned by the County, for the following period or periods:

a) Premises name and name of area within premises being licensed for use and hereinafter referred to as “the Licensed Premises”:

—

b) Operating Schedule:

2. a) The Vendor may be scheduled to operate on the Licensed Premises up to November 1 of the year of the execution of this Agreement. Notwithstanding the preceding sentence, should the County’s winter maintenance operations begin prior to November 1, the County may exercise its sole discretion in whether or not to permit the

Vendor to operate the Food Truck as described under section 3 on the Licensed Premises.

b) After November 1, the County at its sole discretion may grant permission to the Vendor to operate the Food Truck, as described under section 3 as winter maintenance practices allow. Such permission, if given, will be granted in writing. Further, the County will have the flexibility to give such permission and to withdraw that permission based on changing conditions. The decision of whether to allow operations to occur will be made at the sole discretion of the County. When the County deems the operating season to end, the Vendor will be first notified verbally, followed by written notice from the County.

c) The Vendor acknowledges that decisions concerning the permission to allow Food Truck operations after November 1 or once winter maintenance operations have begun may differ from one County facility to another.

3. The Licensed Premises will be used by the Vendor specifically for the activities described as follows:

The Vendor will park a Food Truck, owned by the Vendor, at the Licensed Premises, and will operate the Food Truck, preparing and selling food to the public

4. Any other type of usage by the Vendor must receive prior written consent of the County.
5. The Vendor shall keep and/or restore the Licensed Premises to a neat and orderly condition throughout the Term of the Agreement.
6. No permanent structures may be used/built on the Licensed Premises by the Vendor.
7. The Vendor shall prohibit the use and/or dispensation of alcoholic beverages on the Licensed Premises.
8. No license fees shall be payable by any party in connection with this Agreement.
9. Use of the Licensed Premises under this Agreement may begin only after execution of this Agreement, and after all documentation required under this Agreement has been provided to the County by the Vendor. Unless terminated by either Party, this license Agreement shall remain in effect up to and including December 31 of the year in which it has been executed.
10. The Vendor shall not assign, or transfer this Agreement, or sublet or sublicense the Licensed Premises, or any part thereof.
11. a) The Vendor shall indemnify and hold harmless the County, its officers, elected officials, servants, representatives, volunteers, and employees from and against any and all liabilities, claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the

Vendor's use of the Licensed Premises, attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the Licensed Premises or any part thereof and/or as a result of activities under this Agreement. This clause shall survive the termination of this Agreement.

12. Prior to the execution of this Agreement, the Vendor shall provide the County with a valid and current copy of its "Refreshment Vehicle License" or equivalent document issued by the municipality where the Licensed Premises is located.
13. Prior to the execution of this Agreement, the Vendor shall, at its expense, obtain and keep in force during the Term of this Agreement:
 - a) Commercial General Liability Insurance satisfactory to the County, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - i. A limit of liability of not less than Two Million dollars (\$2,000,000) per occurrence;
 - ii. The County shall be named as an additional insured;
 - iii. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;
 - iv. Non-owned automobile coverage with a limit of at least Two Million dollars (\$2,000,000) including SEF 96 (contractual liability);
 - v. Products and completed operations coverage with an aggregate limit not less than Two Million dollars (\$2,000,000);
 - vii. That 30 days prior notice of cancellation which reduces coverage shall be given in writing to the County;
 - b) Standard Automobile policy with liability limits of no less than Two Million dollars (\$2,000,000) in respect of each owned or leased vehicle.
 - c) The Vendor shall provide current certificates of insurance as proof of the required coverage to the County prior to the execution and throughout the Term of this Agreement.
 - d) The Vendor agrees to immediately notify the County of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Licensed Premises.

14 a) The Vendor confirms that it has Health and Safety policies and procedures in place with respect to the performance of the specific services which it is responsible to perform under this Agreement, and agrees to provide those policies and procedures to the County upon request.

- b) The Vendor is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB),

or insurance company if applicable for its own employees. The Vendor shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

- c) The Vendor shall comply with the *Occupational Health and Safety Act* (Ontario), the *Workplace Safety and Insurance Act* (Ontario), the *Human Rights Act* (Ontario), and applicable regulations under such legislation as well as the County's workplace health and safety policies and all other legal obligations with respect to worker health, safety and treatment, and the Vendor hereby agrees to indemnify and hold the County, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Vendor's failure to comply with such laws, regulations, policies and obligations.
15. The Vendor shall abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of the Licensed Premises. All vehicles operated by the Vendor on the Licensed Premises shall be operated in a safe, prudent and reasonable manner, and as per any conditions required by the County, acting reasonably, whether oral or written.
16. The Vendor shall, at all times throughout the Term of this Agreement, maintain a valid driver's license within the Province of Ontario.
17. The Vendor agrees to abide by all applicable federal and provincial laws and municipal by-laws in carrying out the terms of this Agreement.
18. Any violation of the above terms and conditions of this Agreement by the Vendor, its employees, representatives, agents, servants, contractors, guests, invitees, licensees shall be considered to be a breach of the Agreement and shall cause the Agreement to be subject to cancellation at the sole discretion of the County upon provision of written notice to the Vendor.
19. Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail, fax or email, and addressed to the recipient as follows:

For the County:

County Clerk,
Corporation of the County of Grey
595 9th Ave E
Owen Sound, ON N4K 3E3
countyclerk@grey.ca

For the Vendor:

20. The County shall not be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, decisions by civilian or military authorities, fire, flood, human health emergencies, strikes, the weather and generally as a result of any event that is beyond the reasonable control of the County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on the day and date first above written.

Corporation of the County of Grey:

Sharon Vokes, Clerk & Director of Corporate Services

The Vendor: _____

****the signature line set-up will vary depending on whether the vendor is a sole proprietor or a corporation***

Print Name Signature

Print Name Signature

Print Name Signature

I/we have the authority to bind the Vendor.

Vendor's signature Witnessed at _____, Ontario, on the

_____ of _____, 2013, by:

Print Name