



The Corporation of the Town of Orangeville

By-law Number 2022-079

A by-law to regulate and license towing services operators, tow truck drivers and vehicle storage yard facilities

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 licences; and

WHEREAS Section 11 of the *Municipal Act* authorizes a municipality to pass a by-law respecting the health, safety and well-being of persons and respecting the protection of persons and property including consumer protection; and

WHEREAS sections 9, 11 and 391 of the *Municipal Act* authorizes a municipality to impose fees and charges on persons; and

WHEREAS section 23.1, 23.2 and 23.3 of the *Municipal Act* authorizes a municipality to delegate its powers and duties under the Act to a person; and

WHEREAS Section 151 of the *Municipal Act*, provides that a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (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 licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) licence, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and

WHEREAS Section 155 of the *Municipal Act*, authorizes a local municipality with respect to owners and drivers of tow trucks and other vehicles used for hire to establish rates or fares to be charged for the conveyance of property or passengers either wholly within the municipality or from any point in the municipality to any point outside the municipality and provide for the collection of the rates or fares charged for the conveyance; and

WHEREAS Section 425 (1) of the *Municipal Act* authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of a municipality passed under the *Municipal Act* is guilty of an offence; and

WHEREAS Section 431 of the *Municipal Act* authorizes that where any by-law of a municipality under the *Municipal Act* is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted and requiring the person convicted to correct the contravention; and

WHEREAS section 436 of the *Municipal Act* authorizes a municipality to pass a by-law providing that the municipality may enter on land to conduct inspections; and

WHEREAS sections 444 and 445 of the *Municipal Act* authorizes a municipality to make orders to discontinue, or to correct, the contravention of a by-law; and

WHEREAS section 446 of the *Municipal Act* authorizes a municipality to do a matter or thing in default of it being done by the person directed or required to do it; and

WHEREAS the Council for the Town of Orangeville deems it desirable and in the public interest to enact a by-law to regulate and license tow truck drivers, towing services operators and vehicle storage yard facilities;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ORANGEVILLE HEREBY ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 In this By-law:

“Applicant” means a **person** who files an application for a **licence**;

“Appeal Tribunal” means a Committee or an individual appointed by Council to conduct hearings under this By-law;

“Clerk” means the Clerk for the **Town** or any **person** designated by the Clerk;

“Collision” means where a **motor vehicle** has been in a collision with another **motor vehicle(s)** or struck an object or was struck by an object, or turned over, and

in all cases did receive damage or was damaged, was disabled by fire or any other similar situation or accident;

“**Commercial Motor Vehicle**”, unless otherwise defined by provincial regulation, means a **motor vehicle** having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a **highway**;

“**CVOR**” means a commercial vehicle operator’s registration issued by the Province of Ontario;

“**County**” means the Corporation of the County of Dufferin and its land within the geographic limit of the County as the context requires;

“**Criminal Record Check**” means a criminal record check issued by an Ontario Police Service;

“**Customer**” means the registered owner of a **motor vehicle**, his or her agent or any person lawfully in possession of the **motor vehicle**;

“**Drive**” in relation to a **tow truck**, means to drive, use or otherwise operate a **tow truck**;

“**Driver’s Abstract**” means a driver’s abstract issued by the Province of Ontario;

“**GVWR**” means the maximum total **motor vehicle** rated capacity, as rated by the chassis manufacturer specification stamp on the **motor vehicle**;

“**Highway**” includes a common and public highway, street, avenue, parkway, driveway, square, place, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“**Highway Traffic Act**” means *Highway Traffic Act, R.S.O. 1990, c. H. 8*, as amended;

“**Licence**” means a licence issued pursuant to this By-law;

“**Licence Issuer**” means a **Town** employee responsible for issuing a **licence**;

“**Licensee**” means a **person** issued a current valid **licence**;

“**Motor vehicle**” includes an automobile, motorcycle, a motor assisted bicycle unless otherwise indicated in the **Highway Traffic Act**, and any other vehicle propelled or driven otherwise than by muscular power including a truck and trailer, but does not include a street car or other motor vehicle running only upon rails, a power-assisted bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine;

“**Officer**” means a police officer, municipal law enforcement officer, or any other person appointed by by-law to enforce the provisions of this By-law;

“**Owner**” means a **person** who, alone or with others, fits into any one or more of the following categories:

- (a) is the owner of the **tow truck** or business;
- (b) has control over the **tow truck** or business;
- (c) directs the operation of the **tow truck** or business;

“**Ownership**” means the **person** endorsed under the vehicle portion of a provincial permit according to the records maintained by the Registrar of Motor Vehicles for the Province of Ontario;

“**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;

“**Plate**” means a numbered plate or decal issued by the **Licence Issuer**;

“**Premise**” means a lot, yard, building, structure, facility or land or portion thereof and includes a **motor vehicle**;

“**Rates**” mean:

- (a) the amount to be charged in accordance with this by-law; or
- (b) the amount charged for **towing services** and **motor vehicle** storage in accordance with rates submitted to the **Licence Issuer**;

“**Rate Sheet**” means a document that contains the maximum **rates** that may be charged in accordance with this by-law;

“**Solicit**” means to appeal for a hire by sound, words, signs, or gestures;

“**Tow Truck**” means:

- (a) a **motor vehicle** commonly known as a tow truck;
- (b) a **commercial motor vehicle**, with a flatbed that can tilt to load and this is used exclusively to tow or transport other **motor vehicles**; and
- (c) a **motor vehicle** that is designed, modified, configured or equipped so that it is capable of **towing other motor vehicles**;

but does not include:

- (a) an off-road vehicle, as defined in section 1 of the *Off-Road Vehicles Act*;
- (b) a **motor vehicle** that is used for personal purposes only and that is used infrequently to tow, for no compensation, another **motor vehicle** that is also used for personal purposes only;
- (c) a motor home that is used for personal purposes only and that is towing another **motor vehicle** that is for the use of the driver of the motor home for personal purposes only;
- (d) a commercial motor vehicle, as defined in subsection 1 (1) of the **Highway Traffic Act**, towing one or more **motor vehicles** using the saddlemount configuration;

“**Tow Truck Driver**” means a **person** who **drives** a **tow truck** for the purpose of providing **towing services**:

“**Tow**” or “**Towing**” includes:

- (a) the transportation of a **motor vehicle** using a **tow truck**;
- (b) any ancillary activity such as lifting a **motor vehicle** for the purposes of loading, towing and transporting it or placing it onto a truck or trailer for the purpose of towing or transporting; or
- (c) providing roadside assistance services to a **motor vehicle**;

“**Towing Services**” includes:

- (a) **towing**, recovery or transportation in respect of a **motor vehicle** that is disabled, abandoned, impounded, seized, damaged, incomplete or inoperable or that requires removal from a location for any other reason;
- (b) clearing debris from a **collision** on a **highway**;

“**Towing Services Operator**” means the **owner** of a **towing services** business;

“**Town**” means the Corporation of the Town of Orangeville and its land within the geographic limit of the Town as the context requires;

“**Vehicle Storage Yard Operator**” means an **owner** of a **vehicle storage yard facility**;

“**Vehicle Storage Yard Facility**” means a **premise** used to provide vehicle storage services but does not include accessory vehicle storage at a public garage or a parking lot or a parking area that is accessory to a permitted use in a municipal zoning by-law;

“**Zoning By-law**” means any by-law passed by a municipality pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P.13, as amended.

2. GENERAL ADMINISTRATION AND EXEMPTIONS

- 2.1 The Short Title of this By-law is the "Towing Services and Vehicle Storage Yard Facility By-law".
- 2.2 This By-law applies throughout the whole of the **Town**.
- 2.3 The provisions of this By-law do not apply to activities or matters undertaken by the **Town** or the **County** or a local board of the **Town** or the **County**.

3. GENERAL PROHIBITIONS AND REGULATIONS

- 3.1 No **person** shall own, **drive**, operate or permit the operation of a **tow truck** without a valid **licence**.
- 3.2 No **person** shall own, operate or permit the operation of a **vehicle storage yard facility** without a valid **licence**.
- 3.3 No **person** shall own, operate, provide or permit the operation or offer to provide **towing services** without a valid **licence**.
- 3.4 No **person** shall carry on business other than in the name that appears on a **licence**.
- 3.5 No **person** shall alter, erase or modify or permit such alteration, erasure or modification of a **licence**.
- 3.6 No **person** shall represent to the public that the **person** is licensed under this By-law if the **person** is not so licensed.
- 3.7 No **person** shall employ or engage the services of a **tow truck driver** that does not have a valid **licence**.
- 3.8 No **person** shall own, operate, **drive** or permit the operation of a **tow truck** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.9 No **person** shall own, operate, provide or permit the operation or offer to provide **towing services** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.10 No **person** shall own, operate or permit the operation of a **vehicle storage yard facility** other than in accordance with the terms and conditions of a **licence** and this By-law.
- 3.11 No **person** shall alter a consent form after it has been signed by the parties, unless both parties agree to the alteration and the alteration is initialled by both parties.

3.12 No **person** shall own, **drive**, operate, or permit the operation of a **tow truck** without a valid **plate** affixed to the **tow truck** in accordance with the provisions and requirements of this By-law.

3.13 No **person** shall recover or receive any payment for **towing services** or **vehicle storage yard facility services** greater than the **rates** prescribed by this By-law except for a tip, gratuity or credit card service charge.

3.14 No **person** shall **solicit** to provide **towing services**, or park or stop a **tow truck**, on a **highway** within two hundred (200) metres of:

- (i) the scene of a **collision** or apparent **collision**;
- (ii) a **motor vehicle** involved in a **collision**

if there is a sufficient number of **tow truck(s)** already at the scene to deal with all **motor vehicles** that apparently require **towing services** or unless requested to do so by a police officer or a **person** involved in the **collision**.

4. APPLICATION FOR A LICENCE

4.1 A **person** making an application for a **licence** or renewal of a **licence** shall submit to the satisfaction of the **Licence Issuer**:

- (a) a complete application in the form provided by the **Town**;
- (b) where the **applicant** is a corporation, a copy of the articles of incorporation or other incorporating documents issued by the Province of Ontario or the Government of Canada, and the business name registration, when applicable;
- (c) where the **applicant**, is a sole proprietor, a copy of the business name registration, when applicable;
- (d) where the **applicant**, is a registered partnership, a copy of the registered declaration of partnership, the names and addresses of each member of the partnership as well as name under which the partnership intends to carry on business and a copy of the business name registration;
- (e) the applicable **licence** fee;
- (f) any documents, and obtain all required approvals and inspections from the appropriate approval authority having jurisdiction as outlined on the applicable Schedule to this By-law;
- (g) where an **applicant** or **licensee** has an interest, either directly or indirectly, in any **premise** used for the storage or impounding of a **motor vehicle** or in any business or operation involving the storage or repair and servicing of a **motor**

vehicle, full information as to the location and type of **premise** in which such **applicant** or **licensee** has an interest, and the nature and extent of the interest shall be disclosed to the **licence issuer**;

(h) any other documents as may be required by the **License Issuer**.

4.2 Notwithstanding section 4.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in sections 4.1 (b), 4.1 (c) or 4.1 (d) provided no changes have occurred in the information contained in those documents.

4.3 A **person** making application for the renewal of a **licence** shall submit a complete application and all required documents fourteen (14) days prior to the expiry of the current **licence**.

5. FEES

5.1. A fee for a **licence**, inspection, approval required, or replacement of a **licence** or **plate** shall be as prescribed in Schedule I of this By-law.

6. DELEGATED AUTHORITY

6.1 The **Licence Issuer** is hereby delegated authority to administer this By-law and to issue a **licence** in accordance with the provisions of this By-law and the applicable Schedules to this By-law.

6.2 The **Licence Issuer** is hereby delegated authority to impose additional terms and conditions on a **licence** that in the opinion of the **Licence Issuer** are reasonable and taking into consideration:

(a) the health, safety and well-being of **persons**;

(b) the past conduct of an **applicant** or **licensee**.

6.3 The **Licence Issuer** is hereby delegated authority to revoke, suspend, refuse to issue, or refuse to renew a **licence**, where the **applicant** or **licensee** would not be entitled to a **licence**, or to the renewal of a **licence**, on any grounds set out in this By-law.

6.4 The **Licence Issuer** may cancel a **licence** at any time upon the written request of the **licensee** or upon the ceasing of the use of a **commercial motor vehicle** as a **tow truck**.

6.5 The **Licence Issuer** may transfer a **licence** upon being satisfied that all requirements of this By-law have been met.

6.6 The **Licence Issuer** shall not issue or renew a **licence** to a **person** that does not meet the threshold criteria established by **Town** policies or written procedures.

- 6.7 The **Licence Issuer** shall not issue or renew a **licence** to a **person** that has:
- (a) two or more related convictions within the last year concerning the licensed business or **person**;
 - (b) overdue by-law fines, penalties or other monies owing to the **Town**;
 - (c) outstanding property taxes and late payment charges owing to the **Town** for the **premise** subject to the **licence** application, where applicable.

6.8 The **Appeal Tribunal** shall have the same powers as the **Licence Issuer** pursuant to this By-law for the purpose of authorizing the issuing of a **licence**.

7. LICENCE

- 7.1 A **licence** shall be issued by the **Licence Issuer** upon being satisfied that the requirements of this By-law have been met.
- 7.2 A **licence** shall expire on the 31st day of January of each year unless otherwise suspended or revoked in accordance with the provisions of this By-law.
- 7.3 Every **licence** shall remain at all times the property of the **Town** and no **person** shall enjoy a vested right in a **licence** or the continuance of a **licence**.
- 7.4 The issuing of a **licence** does not relieve a **person** from any responsibility to obtain all other approvals that may be required from any level of government or authority or agencies thereof having jurisdiction.
- 7.5 No corporation may be licensed as a **Tow Truck Driver**.
- 7.6 A **licence** is not transferable.

8. LICENCE – TERMS AND CONDITIONS - GENERAL

- 8.1 A **Licensee** shall notify the **Licence Issuer** within seven (7) days:
- (a) of any change of name, address or any other change to the information related to the **Licence**;
 - (b) where the **Licensee** is a corporation, of any change in the names and addresses of officers and directors, the location of the corporate head office and change of ownership of shares;
 - (c) where the **Licensee** is a registered partnership, of any change in the names and addresses of each member of the partnership;

and if necessary, the **Licence** shall be returned immediately to the **Licence Issuer** for amendment.

8.2 A **Licensee** shall operate in compliance with this By-law, the terms and conditions of a **licence** including the terms and conditions outlined in the applicable Schedule(s) to this By-law and all federal and provincial legislation.

8.3 A **Licensee** in carrying out a business licensed under this By-law shall provide services that are free from discrimination and respect all grounds protected by the Ontario Human Rights Code.

8.4 A **Licensee** in carrying out a business licensed under this By-law shall not, with respect to any **person** being guided or assisted by a **service animal**:

- (a) refuse to provide service to a **person**;
- (b) refuse to permit a **person** to enter with the **service animal** into or upon any place or **premise** to which the **Licence** relates; or
- (c) refuse to permit the **person** and such **service animal** to remain in or upon such place or **premise** by reason only of the presence of such **service animal**.

8.5 A **person** who has been issued a **licence** under this By-law shall immediately return:

- (a) a damaged or replaced **plate**;
- (b) upon ceasing the use of the **commercial motor vehicle** as a **tow truck** the **plate**;

to the **Licence Issuer**.

8.6 A **Licensee** upon the request of the **Licence Issuer** or an **Officer** shall submit:

- (a) a **tow truck** for an inspection;
- (b) documents and records required to be kept in accordance with this By-law.

8.7 A **Licensee** shall take all reasonable precautions to prevent loss of or from, or damage to, any **motor vehicle** that is being **towed**, is being held in a **vehicle storage yard facility** or is otherwise under the control of the **licensee**.

8.8 A **Licensee** who, directly or indirectly, has an interest in any of the following shall, in accordance with section 8.9, disclose to a **person** to whom the **licensee** is providing **towing services** or **vehicle storage yard facility** services, the nature and extent of the interest:

- (a) a **vehicle storage yard facility** to which the **motor vehicle** may be towed;
- (b) any other location to which a **motor vehicle** may be towed for repair, storage, appraisal or other similar purpose;
- (c) any **person** to whom the **licensee** refers the **person** to whom the **licensee** is providing the services.

8.9 The disclosure required to be made under section 8.8 must be made before the **licensee** charges for or demands any payment for any of the **towing services** or **vehicle storage yard facility** services.

8.10 A **Licensee** shall accept multiple forms of payment including cash, debit card, credit card and certified cheque.

8.11 A **Licensee** shall keep and maintain all records required to be kept under this By-law for a period of two (2) years unless otherwise provided by this By-law.

8.12 Records required to be kept and maintained in accordance with this by-law for a **tow truck** may be destroyed after six (6) months where the **tow truck** ceases to be operated as a **tow truck**.

9. LICENCE – ADMINISTRATIVE SUSPENSIONS

9.1 Where required in accordance with this By-law a **Licensee's**:

- (a) policy of liability insurance expires, is cancelled, or is otherwise terminated;
- (b) provincial driver's licence expires, is cancelled, suspended or revoked; or
- (c) **CVOR** certificate has been suspended or cancelled;

then the applicable **licence** shall be automatically suspended effective on the date of such expiration, cancellation, revocation or termination and shall remain so until such insurance, provincial driver's licence or **CVOR** certificate has been reinstated.

9.2 An administrative suspension of a **licence** without a hearing shall be imposed for fourteen (14) days if the **Licence Issuer** is satisfied that the continuation of the business poses an immediate danger to health and safety of any **person** or to any **premise** or in accordance with Section 10. Before any suspension is imposed, the **Licence Issuer** shall provide the **licensee** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.

9.3 An administrative suspension imposed under Section 9.2 may be imposed on such conditions as the **Licence Issuer** considers appropriate.

10. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

10.1 An **applicant** or **licensee** is entitled to a **licence** upon meeting the requirements of this By-law except where:

- (a) the past or present conduct of any **person**, including any partner, 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 financial position of the **applicant** or **licensee** affords reasonable grounds to believe that the activity for which he is licensed or to continue to be licensed in accordance with law will not be carried on in a financially responsible manner; or
- (d) the **applicant** or **licensee** has failed to pay a fine or fines imposed by a Court for convictions for breach of this or any other municipal by-law; or
- (e) the **applicant** or **licensee** has failed to comply with any term, condition or direction of the **Licence Issuer** or **Officer** or has failed to permit any investigation or inspection by the **Licence Issuer** or **Officer**; or
- (f) 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
- (g) the issuing of a **licence** would be contrary to the public interest with respect to health and safety or consumer protection; or
- (h) the **applicant** or **licensee** has submitted an application or other documents to the **Town** containing false statements, incorrect, incomplete, or misleading information; or
- (i) the **applicant** or **licensee** is carrying on or engaging in activities on or off the **premise** that are, or will be, if the **applicant** or **licensee** is licensed, in contravention of this By-law, any other applicable law or is dangerous or unsafe; or
- (j) the **applicant** or **licensee** has exhibited discriminatory behaviour against a **person** on any grounds protected by the Ontario Human Rights Code; or
- (k) the **applicant** or **licensee** has not paid the required **licence** fees; or
- (l) in the case of the **applicant** or **licensee** fails to meet the requirements set out in Section 6.6 of this By-law.

- 10.2 The **Licence Issuer** may revoke, suspend, refuse to issue, or refuse to renew a **licence**, where the **applicant** or **licensee** would not be entitled to a **licence**, or to the renewal of a **licence**, on any grounds set out in this By-law.
- 10.3 Where the application for a **licence** has been revoked, suspended or cancelled, the fees paid by the **applicant** or **licensee**, in respect of the **licence**, shall not be refunded.
- 10.4 Where a **licence** has been revoked, suspended, or cancelled the **licensee** shall return the **licence** and **plate** to the **Licence Issuer** within two (2) days of service of the notice of the decision.
- 10.5 When a revoked, suspended or cancelled **licence** and **plate** has not been returned, an **Officer** may enter upon the **premise** for the purpose of receiving, taking or removing the said **licence** and **plate** and no **person** shall refuse to return the **licence** and **plate** or in any way obstruct or prevent the **Licence Issuer** or **Officer** from obtaining the **licence** and **plate**.
- 10.6 No **person** shall re-apply to obtain or renew a **licence** for a minimum of one (1) year from the later of:
- (a) the date of the **Licence Issuer's** decision to refuse to issue, renew or revoke a **licence**;
 - (b) where the decision of the **Licence Issuer** is appealed, the date of the **Appeal Tribunal's** decision if the **Appeal Tribunal** upholds the decision to refuse to issue, renew or revoke the **licence**.

11. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION – TERMS AND CONDITIONS – RIGHT TO A HEARING

- 11.1 With the exception of Section 9, before a **licence** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given by the **Licence Issuer** to the **applicant** or **licensee**.
- 11.2 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 **Appeal Tribunal**, if a request in writing for a hearing is returned to the **Clerk** within fourteen (14) days after the date of service of the notice; and

- (c) inform the **applicant** or **licensee** that if no written request is received, the **Appeal Tribunal** may proceed and make any decision with respect to the **licence**.

11.3 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.

11.4 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 fourth (4th) day after the day of mailing or on the date of personal service or on the date of the email transmission.

12. ESTABLISHMENT OF APPEAL TRIBUNAL

12.1 The **Appeal Tribunal** shall hear and render decisions regarding the refusal, revocation or suspension of a **licence**, and the imposing of terms and conditions on a **licence**.

12.2 The decision of the **Appeal Tribunal** shall be final and binding.

13. HEARING PROCESS

13.1 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.

13.2 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 **Appeal Tribunal** shall hear the **applicant** or **licensee** and every other **person** who desires to be heard, and the **Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision but in any case the decision shall be provided in writing.

13.3 The decision of the **Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed.

13.4 Any authority or permission granted by the **Appeal Tribunal** may be for such time and subject to such terms and conditions as the **Appeal Tribunal** considers advisable and as are set out in the decision.

13.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the **Appeal Tribunal** may proceed with the hearing in his absence, and the **person** shall not be entitled to any further notice of the proceedings.

13.6 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**;
- (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.

14. ORDERS

14.1 If an **Officer** has reasonable grounds to believe that a contravention of this By-law or the terms and conditions of a **licence** has occurred, the **Officer** may make an Order requiring the **person** who contravened this By-law or the terms and conditions of a **licence** or who caused or permitted the contravention to occur to:

- (a) discontinue the contravening activity; and/or
- (b) do work or take action to correct the contravention.

14.2 An Order under section 14.1 shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention;
- (b) the location of the **premise** on which the contravention occurred; and
- (c) either:
 - (i) in the case of an Order under section 14.1 (a), the date by which there must be compliance with the Order; or
 - (ii) in the case of an Order under section 14.1 (b), the action to be done and the date by which the action must be done.

14.3 An Order made under this By-law may be served personally, ordinary mail to the last known address or by email transmission to:

- (a) the **person** the **Officer** believes contravened this By-law; and
- (b) such other **persons** affected by the Order as the **Officer** making the Order determines.

14.4 The Order shall be deemed to have been served on the fourth (4th) day after the date of mailing or on the date of personal service or on the date of email transmission.

14.5 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 of the Order shall be deemed to be served on the date of placing the placard.

15. ENFORCEMENT AND PENALTY PROVISIONS

15.1 The enforcement of this By-law shall be conducted by an **Officer**.

15.2 An **Officer** may enter on land or a **premise** 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 **licence**, or the term or condition of a **licence**, or this By-law is complied with;
- (c) a direction or Order made under the *Municipal Act, S.O. 2001, c.25*, as amended, or this By-law is complied with.

15.3 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.

15.4 All documents and records shall be kept in a good and business-like manner for review by the **Officer** at their request.

15.5 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.

- 15.6 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.
- 15.7 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.
- 15.8 Every **person** who contravenes any provision of this By-law, including failing to comply with an Order issued pursuant to this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, and the Municipal Act, 2001, as amended.
- 15.9 Every **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention, by the laying of an information under Part III of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended and is found guilty of the offence is liable pursuant to the Municipal Act, 2001, as amended to the following:
- (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
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.
- 15.14 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.

16. SEVERABILITY

16.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

17. INTERPRETATION

17.1 References in this By-law to any statute or statutory provision include references to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.

17.2 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.

17.3 The Schedules appended to this By-law are incorporated into and form part of this By-law.

18. EFFECTIVE DATE

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

READ three times and finally passed
this 12th day of September, 2022.



Sandy Brown, Mayor



Carolina Khan, Clerk

SCHEDULE 'A' to BY-LAW 2022-079

TOW TRUCK DRIVER LICENCE REQUIREMENTS

1. APPLICATION REQUIREMENTS

- 1.1 In addition to the requirements set out in Section 4 of this By-law, an **Applicant or Licensee** for a **Tow Truck Driver's Licence** or renewal of a **Tow Truck Driver's Licence** shall submit the following to the satisfaction of the **Licence Issuer**:
- (a) proof of being at least 18 years of age;
 - (b) proof of either:
 - i) Canadian Citizenship;
 - ii) Landed immigrant status; or
 - iii) a valid work permit to work as a driver issued by the Government of Canada; or
 - iv) other documentation substantiating permission to legally work in Canada;
 - (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
 - (d) a **Driver's Abstract** dated within the previous sixty (60) days;
 - (e) a **Criminal Record Check** dated within the previous sixty (60) days;
 - (f) a current photograph of passport quality of himself in a format as prescribed by the **Licence Issuer**;
 - (g) where an **applicant or licensee** is not the owner of the **motor vehicle** used as a **tow truck**, correspondence from a **towing services operator** of his employment as a **tow truck driver**.
- 1.2 Notwithstanding section 1.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in section 1.1 (b) and 1.1 (g) provided no changes have occurred in the information contained in those documents.
- 1.3 An **applicant or licensee** for a **tow truck driver's licence** shall be able to communicate to the extent necessary to perform his duties under this By-law.

SCHEDULE 'B' to BY-LAW 2022-079

TOW TRUCK DRIVER LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A tow truck driver shall:

- (a) carry and have in their possession at all times when **driving a tow truck**:
 - i) their Ontario Driver's Licence;
 - ii) their **licence**;
 - iii) **motor vehicle ownership**;
 - iv) valid insurance;
 - v) **CVOR** certificate;
 - vi) **rate sheet**;
- (b) immediately report to the **Licence Issuer** and the **towing services operator** a **collision** or other incident involving a **tow truck** that:
 - i) resulted in injury to or the death of any **person**;
 - ii) is required to be reported under section 199 of the **Highway Traffic Act**;
- (c) comply with any direction given by a police officer, paramedic or firefighter who is present at the scene of a **collision**;
- (d) clear debris from a **collision** on a **highway**;
- (e) ensure that the **tow truck** is equipped with a lamp that:
 - i) is capable of producing intermittent flashes of amber light;
 - ii) is used during the time the **tow truck** is stopped on the **highway** for the purpose of **towing**;
- (f) ensure that the **tow truck** is equipped with either flares, lamps or lanterns capable of continuously producing two warning lights or portable reflectors, the light from each or which are visible from a distance of at least one hundred and fifty (150) metres;
- (g) ensure that during the time the **tow truck** is stopped on a **highway** for the purpose of **towing**, adequate measures are taken to ensure that the **tow truck**, the **motor vehicle** and the **tow truck driver** are visible to other drivers;
- (h) ensure that during the time the **tow truck** is stopped on a **highway** and the **tow truck driver** is outside of the **tow truck**, the **tow truck driver** and any

- person assisting a tow truck driver is outside of the tow truck shall immediately wear:**
- i) apparel that meets the requirements for Class 2 or 3 in Standard Z96-15 (R2020), entitled "High Visibility safety apparel" published by the Canadian Standards Association, as amended from time to time;
 - ii) safety boots;
- (i) ensure that any time the **tow truck** is used to **tow a motor vehicle**:
- i) all equipment, components and devices used to **tow the motor vehicle** are in good working order;
 - ii) the load on any boom, hook, pulley, stinger, sling, belt, fork or other similar device used to elevate part of the **motor vehicle** does not exceed any working load limit or weight rating set by the manufacturer of the device;
 - iii) if the equipment used to **tow a motor vehicle** includes a chain or strap;
 - a. the chain or strap has been marked by the manufacturer with a working load limit that remains visible on the chain or strap;
 - b. the load on the chain or strap does not exceed its working load limit
 - iv) if a **tow truck tows a motor vehicle** by elevating the **motor vehicle** with the use of a dolly, cradle or other similar device, the **motor vehicle** is secured to the dolly, cradle or other similar device in a manner that prevents the **motor vehicle** from shifting its direction in relation to the device or from falling or detaching from the device.
- (j) ensure the safe operation of the **tow truck** and proper use of equipment and lighting;
- (k) be knowledgeable and skilled in the use of equipment to prevent unnecessary delays, hazards or damage to property;
- (l) take due care not to damage a **motor vehicle**;
- (m) tow the **motor vehicle** by taking the shortest route to a licensed **vehicle storage yard facility** in the **County** or other **motor vehicle** drop off location as directed by the **customer**;
- (n) when the tow is initiated without the express consent of the **motor vehicle** owner, deliver the **motor vehicle** to the nearest open licensed **vehicle storage yard facility** and notify the **customer** who authorized the tow (if applicable), and record their contact information;

- (o) contact the **customer**, if the **motor vehicle** is delivered to a location other than what was identified on an estimate provided to the **customer** who initiated the tow;
- (p) provide a **vehicle storage yard facility operator** with the contact information the **customer** provided on the tow estimate;
- (q) be civil, behave courteously and refrain from using profanity.

1.2 A **Tow Truck Driver** may tow a **motor vehicle** to an interim location for safety, but that secondary location must be reasonably close, and additional fees cannot be charged related to the interim location.

1.3. A **Tow Truck Driver** shall not:

- (a) take, consume or have in his possession any alcohol, drugs or intoxicants while he is the **driver** of the **tow truck**;
- (b) operate a **tow truck** when his ability to perform his duties is impaired by fatigue, illness or otherwise;
- (c) attempt to obtain consent for **towing services** in respect of a **motor vehicle** if another licensed **tow truck driver** has already obtained consent to provide **towing services** for that **motor vehicle**;
- (d) tow a **motor vehicle** that can be driven unless directed by the police or the **person** in lawful possession of the **motor vehicle**;
- (e) charge for time lost through his own incompetence or defects or inefficiency of the **tow truck**;
- (f) remove a **motor vehicle** from a **collision** which a report is required by law to be made by police, until a report has been made and the police have stated the **motor vehicle** is no longer required to remain at the scene;
- (g) operate a **tow truck** that is unsafe, defective, or does not meet the requirements of Regulation 199/07 and 420/22 of the **Highway Traffic Act**;
- (h) chase a call or **towing service**;
- (i) permit a passenger in the **tow truck** unless:
 - i) the passenger's **motor vehicle** is being towed;
 - ii) the passenger is participating in on-the-job training;
 - iii) the **person** is travelling as a passenger for the purpose of assisting the **tow truck driver** in carrying out **towing services**;

- iv) the **tow truck** is being driven for a purpose other than towing a **customer's motor vehicle** or seeking to provide **towing services**.

1.4 A **Tow Truck Driver** shall not:

- (a) provide a referral to a **customer** for a salvage yard, repairer, storage yard, garage, legal service, healthcare service, rental car service or vehicle sales operation unless requested by the **customer**;
- (b) receive or pay a fee in exchange for referring a **customer** to a service.

1.5 If a **customer** requests a recommendation, a **licensee** must inform the **customer** of any business relationships they have with the service for which they are referring.

2. RATES, CONSENT, ESTIMATE AND INVOICE

2.1 A **tow truck driver** shall:

- (a) obtain from a **customer** a signed consent form to tow the **motor vehicle**;
- (b) provide to a **customer** a completed estimate form prior to providing a **towing service**;
- (c) not modify an estimate unless the **customer** requests a change;
- (d) provide an invoice upon completion of a **towing service**.

2.2 A consent form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) standard list of **rates**
- (e) signature line

2.3 An estimate form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) **rates**
- (e) signature line

2.4 An estimate is not required if a **towing service** is lawfully initiated without a **customer's** consent under provincial legislation.

2.5 An invoice shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) location of where the **motor vehicle** was picked up and dropped off including the name and contact number of the **vehicle storage yard facility**
- (d) the make, model, vehicle identification number and licence number of the **motor vehicle** towed
- (e) the date and time when **towing services** commenced or are to commence;
- (f) a unique invoice number
- (g) a statement that payment may be made by cash, debit card, credit card and certified cheque;
- (h) applicable **rates** for **towing services** provided
- (i) the total amount owed including taxes;

2.6 A consent form and an estimate form may be combined provided a separate signature line is provided for the **customer** to give consent and acknowledge the estimate.

2.7 An estimate form may also be used as an invoice provided a separate signature line is provided for the **customer** to acknowledge the work was completed, and the amount charged is the same as the estimate.

2.8 A **tow truck driver** shall not:

- (a) charge additional fees when the tow destination is changed and contract amended, other than those related to the distance the **motor vehicle** is towed;
- (b) charge for preparing an estimate or an invoice.

SCHEDULE 'C' to BY-LAW 2022-079

TOWING SERVICES OPERATOR LICENCE REQUIREMENTS

1. APPLICATION REQUIREMENTS

1.1 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Towing Services Operator's Licence** or renewal of a **Towing Services Operator's Licence** shall submit the following to the satisfaction of the **Licence Issuer**:

- (a) proof of being at least 18 years of age;
- (b) proof of either:
 - i) Canadian Citizenship;
 - ii) Landed immigrant status; or
 - iii) a valid work permit to work as a driver issued by the Government of Canada; or
 - iv) other documentation substantiating permission to legally work in Canada;
- (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
- (d) a **Criminal Record Check** dated within the previous sixty (60) days;
- (e) a copy of a valid **CVOR** Certificate;
- (f) a copy of the **motor vehicle ownership**;
- (g) provide proof of third party **motor vehicle** liability insurance for the **tow truck** which shall:
 - i) be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;
 - ii) insure against loss or damage resulting from bodily injury to or the death of one or more **persons**, or from loss or damage to property resulting from any one accident and include provision for passenger hazard, with limits of not less than two million dollars (\$2,000,000) per occurrence;
 - iii) be endorsed to include all **persons** who have any interest in the **tow truck**;

- (h) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:
 - i) coverage against liability resulting from bodily injury to or the death of one or more **persons** and loss or damage to property, in the amount of at least \$2,000,000 exclusive of interest and costs;
 - ii) coverage against liability for damage to a **motor vehicle** of the **customer** while in the provider's care, custody or control, in the amount of at least \$100,000;
 - iii) cargo liability insurance in the amount of at least \$50,000;

and shall be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;

- (i) a copy of the **rates** to be charged for all **towing services** not identified in Schedule H;
- (j) a list of all **Tow Truck Drivers** affiliated with the **Towing Services Operator**, which list shall include the following information:
 - i) the name of the **Tow Truck Driver**;
 - ii) the year, make, model and Ontario licence plate number of the **tow truck** operated by the **tow truck driver**;
- (k) a list that outlines all affiliations and all businesses or **premise** owned or used inclusive of **towing services**, storage or repair companies;

1.2 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Towing Services Operator's Licence** or renewal of a **Towing Services Operator's Licence** shall be subject to:

- (a) an inspection conducted by an **Officer** confirming compliance with Schedule E of this By-law.

1.3 Notwithstanding section 1.1, a **licensee** is not required to submit on renewal of a **licence** the items listed in section 1.1 (b) provided no changes have occurred in the information contained in those documents.

SCHEDULE 'D' to BY-LAW 2022-079

TOWING SERVICES OPERATOR LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A towing services operator shall:

- (a) keep in full force and effect insurance in accordance with the requirements of this By-law for the **tow truck**;
- (b) keep at all times in the **tow truck**:
 - i) **motor vehicle ownership**;
 - ii) **valid insurance**;
 - iii) **CVOR certificate**;
 - vi) **rate sheet**;
- (c) repair any mechanical defect or exterior body repair of a **tow truck** that is reported to him or known;
- (d) not permit the operation of a **tow truck** that has been in a **collision** until such time as the necessary repairs have been completed;
- (e) keep and maintain all records of repair to the **tow truck** including all invoices for the duration of its operation as a **tow truck**;
- (f) keep for each **tow truck driver** employed or engaged by the **towing services operator**:
 - i) a copy of the **tow truck driver's licence**;
 - ii) a copy of the **tow truck driver's** current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
- (g) when a **driver** ceases to be affiliated with a **towing services operator** notify the **Licence Issuer** within three (3) days of the said termination;
- (h) immediately remove from a **tow truck** being disposed of:
 - i) all identifying decals and markings;
 - ii) all other items which make the **tow truck** appear to the public to be a **tow truck**;
- (i) keep and maintain documents related to:
 - i) **customer** complaints;

- ii) damage to a **customer's motor vehicle**;
 - iii) lease agreements
- (j) include on its website the following:
- i) business name;
 - ii) civic address;
 - iii) contact information;
 - iv) schedule of **rates**;
 - v) hours of operation
- (k) keep daily a record in written or electronic form details of each **towing service** which includes the following:
- i) consent form;
 - ii) estimate;
 - iii) invoice;
 - iv) any receipt issued to the **customer**;
 - v) photographs; and
 - vi) description of **towing services** including origin, destination, time and vehicle plate number;
- (l) ensure that an appropriate **tow truck** and **tow truck** equipment are used and not attempt to provide a **towing service** using inadequate or unsafe equipment;
- (m) provide copy of all documents signed by the **customer** to the **customer**;
- (n) shall advise a **customer** when a **motor vehicle** was taken to an interim location for safety reasons;
- (o) be responsible for the operation of a **tow truck** and the conduct of the **tow truck driver**;
- (p) ensure the lamp that produces intermittent flashes of amber light is used during the time that the **tow truck** is stopped on a **highway** for the purpose of providing **towing services**;
- (q) ensure the **tow truck driver** during the time that the **tow truck** is stopped on a **highway** for the purpose of providing **towing services** and the **tow truck driver** is outside the **tow truck** that the **tow truck driver** wears the safety apparel required by this By-law;
- (r) ensure employees adhere to this By-law.

1.2 A **towing services operator** shall not:

- (a) **dispatch a tow truck driver** or a **tow truck** that does not meet the requirements of this By-law;
- (b) **dispatch a tow truck driver** when their ability to perform their duties is impaired by fatigue, illness or otherwise.

1.3 A **Towing Services Operator** shall not:

- (a) provide a referral to a **customer** for a salvage yard, repairer, storage yard, garage, legal service, healthcare service, rental car service or vehicle sales operation unless requested by the **customer**;
- (b) receive or pay a fee in exchange for referring a **customer** to a service.

1.4 If a **customer** requests a recommendation, a **licensee** must inform the **customer** of any business relationships they have with the service for which they are referring.

2. RATES, CONSENT, ESTIMATE AND INVOICE

2.1 A **towing services operator** shall:

- (a) obtain from a **customer** a signed consent form to tow the **motor vehicle**;
- (b) provide to a **customer** a completed estimate form prior to providing a **towing service**;
- (c) not modify an estimate unless the **customer** requests a change;
- (d) provide an invoice upon completion of a **towing service**.

2.2 A consent form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) **rates**
- (e) signature line

2.3 An estimate form shall contain the following:

- (a) **tow truck driver's** name
- (b) **towing services operator** name and contact information
- (c) tow destination
- (d) **rates**
- (e) signature line

- 2.4 An estimate is not required if a **towing service** is lawfully initiated without a **customer's** consent under provincial legislation.
- 2.5 An invoice shall contain the following:
- (a) **tow truck driver's** name;
 - (b) **towing services operator** name and contact information;
 - (c) location of where the **motor vehicle** was picked up and dropped off including the name and contact number of the **vehicle storage yard facility**;
 - (d) the make, model, vehicle identification number and licence number of the **motor vehicle** towed
 - (e) the date and time when **towing services** commenced or are to commence;
 - (f) a unique invoice number
 - (g) a statement that payment may be made by cash, debit card, credit card and certified cheque;
 - (h) applicable **rates** for **towing services** provided;
 - (i) the total amount owed including taxes;
- 2.6 A consent form and an estimate form may be combined provided a separate signature line is provided for the **customer** to give consent and acknowledge the estimate.
- 2.7 An estimate form may also be used as an invoice provided a separate signature line is provided for the **customer** to acknowledge the work was completed, and the amount charged is the same as the estimate.
- 2.8 A **towing services operator** shall not:
- (a) charge additional fees when a **motor vehicle** is towed to an interim location, the tow destination is changed and contract amended, other than those related to the distance the **motor vehicle** is towed;
 - (b) vary the **rates** charged for similar jobs based on how payment is made;
 - (c) charge for preparing an estimate or an invoice.

SCHEDULE 'E' to BY-LAW 2022-079

TOWING SERVICES OPERATOR'S LICENCE TERMS AND CONDITIONS – TOW TRUCK REQUIREMENTS AND EQUIPMENT

1. DUTIES AND RESPONSIBILITIES

1.1 A **towing services operator** shall ensure a **tow truck**:

- (a) is clean and maintained in a good repair and free from interior damage and exterior body damage;
- (b) has firmly affixed to the rear exterior passenger side area of the **tow truck**, the **plate** together with the renewal sticker issued by the **Licence Issuer**;
- (c) displays vehicle markings not less than 8 cm in a contrasting colour that includes the:
 - i) company name or registered business name contained on the **licence**, phone number, and a **plate** number for each **tow truck**.
- (d) bears the compliance label required by Motor Vehicle Safety Regulation C.R.C., c. 1038 of the *Motor Vehicle Safety Act*; S.C. 1993, c. 16, as amended.

1.2 A **towing services operator** shall ensure that a **tow truck** is equipped with the following:

- (a) first aid kit;
- (b) a valid fire extinguisher (5lbs or greater);
- (c) with a lamp that:
 - iii) is capable of producing intermittent flashes of amber light;
 - iv) is used during the time the **tow truck** is stopped on the **highway** for the purpose of **towing**;
- (d) flares, lamps or lanterns capable of continuously producing two warning lights or portable reflectors, the light from each or which are visible from a distance of at least one hundred and fifty (150) metres.

1.3 A **towing services operator** shall ensure that:

- (e) during the time the **tow truck** is stopped on a **highway** for the purpose of **towing**, adequate measures are taken to ensure that the **tow truck**, the **motor vehicle** and the **tow truck driver** are visible to other drivers;
- (f) during the time the **tow truck** is stopped on a **highway** and the **tow truck driver** is outside of the **tow truck**, the **tow truck driver** and any **person** assisting a **tow truck driver** is outside of the **tow truck** wears:
 - i) apparel that meets the requirements for Class 2 or 3 in Standard Z96-15 (R2020), entitled "High Visibility safety apparel" published by the Canadian Standards Association, as amended from time to time;
 - ii) safety boots.
- (g) any time the **tow truck** is used to **tow a motor vehicle**:
 - i) all equipment, components and devices used to **tow the motor vehicle** are in good working order;
 - ii) the load on any boom, hook, pulley, stinger, sling, belt, fork or other similar device used to elevate part of the **motor vehicle** does not exceed any working load limit or weight rating set by the manufacturer of the device;
 - iii) if the equipment used to **tow a motor vehicle** includes a chain or strap;
 - a. the chain or strap has been marked by the manufacturer with a working load limit that remains visible on the chain or strap;
 - b. the load on the chain or strap does not exceed its working load limit
 - iv) if a **tow truck tows a motor vehicle** by elevating the **motor vehicle** with the use of a dolly, cradle or other similar device, the **motor vehicle** is secured to the dolly, cradle or other similar device in a manner that prevents the **motor vehicle** from shifting its direction in relation to the device or from falling or detaching from the device.

SCHEDULE 'F' to BY-LAW 2022-079

VEHICLE STORAGE YARD FACILITY LICENCE REQUIREMENTS

1. APPLICATION REQUIREMENTS

1.1 In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Vehicle Storage Yard Facility Licence** or renewal of a **Vehicle Storage Yard Facility Licence** shall submit the following to the satisfaction of the **Licence Issuer**:

- (a) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:
 - i) coverage against liability resulting from bodily injury to or the death of one or more **persons** and loss or damage to property, in the amount of at least \$2,000,000 exclusive of interest and costs;
 - ii) coverage against liability for damage to a **motor vehicle** of the **customer** while in the provider's care, custody or control, in the amount of at least \$100,000;
 - iii) cargo liability insurance in the amount of at least \$50,000;

and shall be endorsed to provide the **Licence Issuer** with at least fifteen (15) days notice in writing of a proposed cancellation or expiration of the insurance policy, or of a variation in the amount of the policy;

- (b) a **Criminal Record Check** dated within the previous sixty (60) days;
- (c) provide a list of any other businesses operating on the **premise**;
- (d) a copy of the **rates** to be charged for all services not identified in Schedule H.

1.2 In addition to the requirements set out in Section 4 of this By-law the issuing of a **Vehicle Storage Yard Facility Licence** or renewal of a **Vehicle Storage Yard Facility Licence** is subject to the following:

- (a) confirmation that the **premise** where the **vehicle storage yard facility** operates from is in compliance with any applicable **Zoning By-law** and Site Plan Agreement.

SCHEDULE 'G' to BY-LAW 2022-079

VEHICLE STORAGE YARD FACILITY LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **vehicle storage yard facility operator** shall:

- (a) keep in full force and effect insurance in accordance with the requirements of this By-law;
- (b) operate, maintain and keep the **vehicle storage yard facility** in a state of good repair;
- (c) ensure areas accessible to the public are kept clean and free of hazards;
- (d) maintain in clean and orderly condition pursuant to legislative requirements regarding retention periods for damaged materials and vehicles in accidents;
- (e) protect the **motor vehicles** that are stored on the **premise**;
- (f) have clearly visible signage posted at the **vehicle storage yard facility** that contains:
 - i) business name;
 - ii) civic address;
 - iii) contact information;
 - iv) **rates**;
 - v) hours of operation
- (g) communicate the hours of operation of the **vehicle storage yard facility** via voicemail and email replies;
- (h) include on its website the following:
 - i) business name;
 - ii) civic address;
 - iii) contact information;
 - iv) **rates**;
 - v) hours of operation
- (i) be reachable by **customers** for at least 8 hours per day and operate for at least five (5) business days per week;
- (j) facilitate the return of the **motor vehicle** within the same business day the **customer** requests it;

- (k) provide a copy of all documents signed by the **customer** to the **customer**;
- (l) take photos upon arrival of each **motor vehicle** that clearly depict the condition of its front, sides, and rear;
- (m) document information received from a **tow truck driver** or **customer** who drops off a **motor vehicle**;
- (n) post **licence** on the **premise**.

1.2 A **vehicle storage yard facility operator** shall create and maintain in written or electronic form a register which shall include:

- (a) the date, time of receipt of a **motor vehicle**;
- (b) a description of the **motor vehicle**;
- (c) the contact information of the **customer**;
- (d) the name of the **Tow Truck Driver** and the **plate** number of the **tow truck** dispatched;
- (e) when the **motor vehicle** left the **vehicle storage yard facility**.

1.3 A **vehicle storage yard facility operator** shall keep the following records:

- (a) for each **motor vehicle** stored:
 - i) consent form;
 - ii) invoice;
 - iii) any receipt issued to the **customer**;
 - iv) any notice sent to the **customer**;
 - v) photographs
- (b) documents related to **customer** complaints;
- (c) records of damage to a **customer's motor vehicle**;
- (d) **rates**.

1.4 A **vehicle storage yard facility operator** shall not:

- (a) use a **vehicle storage yard facility** for the purpose of servicing or repairing a **motor vehicle**;
- (b) store a **customer's motor vehicle** at or require a **customer** to attend a location other than a licensed **premise**;

- (c) charge fees for the movement of a **motor vehicle** around or within the **vehicle storage yard facility**, once delivered;
- (d) charge fees for storing a **motor vehicle** for one (1) or more consecutive business days on which the **vehicle storage yard facility** is available for service for less than eight (8) hours if the **customer** pays for and collects the **motor vehicle** on or before the **vehicle storage yard facility operator's** next business day;
- (e) vary the fees charged for similar jobs based on how costs will be paid.

2. RATES, CONSENT AND INVOICE

- 2.1 A **vehicle storage yard facility operator** shall immediately upon receipt of a **motor vehicle** contact the **customer** to obtain a signed consent form to store the **motor vehicle**.
- 2.2 A consent form shall contain the following:
 - (a) name of the **vehicle storage yard facility** and contact information
 - (b) **rates**
 - (c) signature line
- 2.3 A **vehicle storage yard facility operator** shall provide a **customer** an invoice at the completion of the storage period.
- 2.4 An invoice shall contain the following:
 - (a) **vehicle storage yard facility operator's** name and contact information
 - (b) location of where the **motor vehicle** was stored;
 - (c) the make, model, vehicle identification number and licence number of the **motor vehicle** stored
 - (d) the date and time when vehicle storage services commenced or are to commence;
 - (e) a unique invoice number
 - (f) a statement that payment may be made by cash, debit card, credit card and certified cheque;
 - (g) applicable vehicle storage services rates;
 - (h) the total amount owed including taxes.

SCHEDULE 'H' to BY-LAW 2022-079

TOWING SERVICES RATES

1. The following are the maximum **rates** for **towing services** for a **motor vehicle** not exceeding a **GVWR** of 2,725 kg/6,000 lbs and **vehicle storage yard facility** services:

Service	Rate
Collision Flat Rate includes dollies	\$400.00
Non-collision Flat Rate	\$175.00
Mileage	\$3.25 per kilometer
Winching	\$120.00
Motor Vehicle Storage	\$60.00 per day

2. Mileage at the rate noted above may be charged in addition to the **rates** noted above when a **customer** requests the **motor vehicle** to be towed to a location outside the **County** limits.
3. A service which is not identified above shall be in accordance with the **rates** submitted by the **applicant** or **licensee** to the **Licence Issuer**.
4. Commencing January 1, 2024 the above rates will be adjusted annually using the CPI and Inflation Rates for Ontario for the month of November.

SCHEDULE 'I' to BY-LAW 2022-079

FEES

1. The table below outlines the fees payable under this By-law:

Licence or Other	Annual Fee
Tow Truck Driver	\$70.00
Towing Services Operator	\$560.00
Vehicle Storage Yard Facility	\$180.00
Replacement Plate	\$20.00
Replacement Licence	\$20.00
Replacement Tow Truck	\$150.00