

**THE CORPORATION OF THE TOWN OF CALEDON**

**BY-LAW NO. 2022-XX**

A By-law to provide for the licensing and regulation of various businesses within the Town of Caledon and to repeal By-law 2013-127, as amended

WHEREAS Section 8 of the *Municipal Act, 2001* provides that the powers of a municipality shall be interpreted broadly to enable a municipality to govern its affairs as it considers appropriate and enhance its ability to respond to municipal issues;

AND WHEREAS Sections 8, 11(2) and 11(3) of the *Municipal Act, 2001* confer the powers for a municipality to pass By-laws to regulate or prohibit, require persons to do things and provide for a system of licences with respect to business licensing in relation to the health, safety and well-being of persons, the economic and social well-being of the municipality and for the protection of persons including consumer protection;

AND WHEREAS PART IV of the *Municipal Act, 2001* establishes powers for municipalities with respect to a system of licences and prescribes regulations in respect of particular businesses;

AND WHEREAS Section 391 of the *Municipal Act, 2001* enables a municipality to pass By-laws imposing fees or charges on persons;

AND WHEREAS PART XIV of the *Municipal Act, 2001* authorizes a municipality to enforce its By-laws;

AND WHEREAS the Council of The Corporation of the Town of Caledon considers it necessary and desirable to provide for the licensing and regulation of various businesses within the Town of Caledon;

NOW THEREFORE the Council of The Corporation of the Town of Caledon ENACTS AS FOLLOWS:

**Short Title**

This By-law shall be known as the “Business Licensing By-law”.

**Part 1 – Definitions**

1.1 In this By-law:

“*Applicant*” means the *person* applying for a *licence* pursuant this By-law;

“*Application*” means an official request for a *licence* pursuant this By-law;

“*Business*” means any business wholly or partly carried on within the *municipal boundary* even if the business is being carried on from a location outside the *municipal boundary* and includes trades and occupations, exhibitions, concerts, festivals and other organized public amusements held for profit or otherwise, the sale or hire of goods or services on an intermittent or one-time basis and the activities of a transient trader, the display of samples, patterns or specimens of goods for the purpose of sale or hire;

“*Controlled Drugs and Substances Act*” means the *Controlled Drugs and Substances Act* S.C. 1996, c. 19, as amended;

“*Criminal Code*” means the *Criminal Code* R.S.C., 1985, c. C-46, as amended;

“*Designate*” means an employee of the *Town* who has been selected by the *Director* to administer or enforce all or part of this By-law on their behalf;

“*Director*” means the Manager, Municipal Law Enforcement for the *Town*, a *designate* on that individual’s behalf or, in the event of any organizational changes, a successor position;

“*Fees By-law*” means the Town of Caledon’s Fees By-law, as amended;

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

“*Landowner*” means a *person* holding registered title to a *lot* and includes a lessee, tenant, occupant or mortgagee in possession thereof;

“*Licence*” means authorization from the *Town* to engage in a *business* regulated pursuant to this By-law which may be in the form of a physical licence, card, permit, plate or any other form as approved by the *Director*;

“*Licence Issuer*” means an individual that is an employee of the *Town* who has been appointed as a Business Licensing Officer or Official pursuant to a *Town* By-law and shall include the *Director*;

“*Lot*” means a parcel of land, or contiguous parcels of land in one ownership, which is capable of being legally conveyed in accordance with the Planning Act, R.S.O. 1990, c. P.13, as amended, or is described in accordance with a registered plan of condominium;

“*Lot line*” means any boundary of a *lot* or the vertical projection thereof;

“*Master Business Licence*” means proof of business name registration issued by the Ministry of Government and Consumer Services or the successor Provincial Ministry responsible for issuance thereof;

“*Motor vehicle*” includes an automobile, motorcycle, farm tractor, self-propelled implement of husbandry, self-propelled construction machinery and any other similar *vehicle* which normally propels itself otherwise than by muscular power;

“*Municipal Act, 2001*” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

“*Municipal boundary*” means the geographic boundary encompassing the Town of Caledon;

“*Officer*” means an individual that is an employee of the *Town* who has been appointed pursuant to a *Town* By-law as a Municipal By-law Enforcement Officer and shall include the *Director*;

“*Operator*” means a *person* who, alone or with others, has ultimate authority to direct the operations and activities of, and final control over, a *business* and may include the *landowner* of the *lot* from which such *business* is conducted;

“*Owner*” means the *person* whose name appears on the plate portion of a *vehicle* permit issued pursuant to the *Highway Traffic Act* for a *vehicle*;

“*Person*” means an individual, corporation, association, firm, sole-proprietorship, partnership, trust, organization and includes the directors and officers of a corporation, a corporation created under the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, and the trustees, agents, heirs, executors or other legal representatives of a person to whom the context can apply according to law;

“*Plate*” means a decal issued by the *Licence Issuer* to act as a physical representation of a *licence*;

“*Police Officer*” means a member of the Ontario Provincial Police, a municipal or other Canadian police force;

“*Provincial Offences Act*” means the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended;

“*Public authority*” means any department or appointed agency of the Government of Canada, Province of Ontario, Region of Peel, the *Town*, conservation authority or other governmental body;

“*Renewal decal*” means a label issued by the *Licence Issuer* which indicates the expiry of a *licence*;

“*Site map*” means a document which through graphic representation clearly displays the layout of a *lot* including the arrangement of buildings, parking spaces, roads and entrances therefrom, landscaped areas and any other structures or features as required by the *Licence Issuer*;

“*Town*” means The Corporation of the Town of Caledon;

“*Vehicle*” means an automobile, motorcycle, trailer, motor assisted bicycle, traction engine, farm tractor, road-building machine, bicycle, cart and any other vehicle drawn, propelled or driven by any kind of power including muscular power;

“Zoned” means a designated area of land use in accordance with the *Zoning By-law*;

“Zoning By-law” means the *Town’s Zoning By-law*, as amended.

## **Part 2 – Application**

- 2.1 The Parts of this By-law which proceed all Schedules herein shall be considered as this By-law which such Schedules and Appendices shall be attached to and together form the entirety of the By-law.
- 2.2 The provisions set out within this By-law shall apply to all Schedules and Appendices herein.
- 2.3 Where any Section within this By-law references another Section, it shall be understood that, unless otherwise specified, the Section being referenced and the Section referencing it are both within this By-law or the same Schedule.
- 2.4 Obtaining a *licence* pursuant to this By-law from the *Licence Issuer* shall not relieve any *person* from the obligation of acquiring any other licence, permit, approval or authorization required by a *public authority*.
- 2.5 Except where specified otherwise within this By-law, the provisions herein shall not apply to any *public authority*.
- 2.6 In the event of a conflict between this By-law and any other *Town By-law* in effect, the provisions that establish the higher standard to protect the health, safety and well-being of the public shall prevail.
- 2.7 Nothing in this By-law shall constitute an exemption from the requirements of any other By-law in effect, applicable legislation or regulations thereto including but not limited to the *Highway Traffic Act, Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, as amended, *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended, or the *Niagara Escarpment Planning and Development Act*, R.S.O. 1990, c. N.2, as amended, which within the Niagara Escarpment Development Control Area shall prevail in place of any *Zoning By-law* related requirements set out in this By-law.

## **Part 3 – General Provisions**

- 3.1 No *person* who requires a *licence* pursuant to any Schedule herein shall conduct, carry out or engage in any *business* regulated by this By-law without holding an appropriate *licence* which is current and valid.
- 3.2 Every *person* to whom a *licence* has been granted shall notify the *Licence Issuer* within two (2) business days of any changes to the information submitted as part of their *application* for such *licence* and upon request for any reason shall provide any additional documents or information as deemed necessary by the *Licence Issuer* to ensure updated accurate information.
- 3.3 No *person* shall cause or permit a *licence* to be altered, modified or in any way used fraudulently.
- 3.4 No *person* shall publish, cause to be published, hold themselves out as being *licensed* or make any other representation that they are *licensed* pursuant to this By-law if that *person* is not so *licensed*.
- 3.5 No *person* shall conduct, carry out or engage in a *business*, for which they have been granted a *licence* pursuant to this By-law, using any name other than:
  - (1) in the case of a sole-proprietor, the name of such sole-proprietor or the business name as it appears on their valid *Master Business Licence* submitted to the *Licence Issuer*;
  - (2) in the case of a corporation, the name of such corporation as it appears on its Articles of Incorporation or the business name as it appears on its valid *Master Business Licence* submitted to the *Licence Issuer*; or
  - (3) in the case of a registered partnership, the name of such partnership as it appears on its registered declaration of partnership or the business name as it appears on its valid *Master Business Licence* submitted to the *Licence Issuer*.

## **Part 4 – Administration**

- 4.1 The *Licence Issuer* shall be responsible for the administration of the entirety of this By-law and the authority to grant, refuse to grant, revoke, suspend, cancel, impose conditions on and otherwise manage licences thereunder shall, by the enactment of this By-law, be deemed minor in nature and delegated to the *Licence Issuer*.
- 4.2 Neither the *Town* nor its employees, servants or agents shall be liable for damages or compensation for any act, or omission thereof, which is in accordance with the provisions of this By-law and every *person* to whom a *licence* is granted pursuant to this By-law shall hold the *Town* harmless; for greater clarity, no damages or compensation shall be paid to any *person* under any circumstances.
- 4.3 All fees set out in the *Fees By-law* which pertain to a *business* requiring a licence pursuant to this By-law shall be applicable.

### **Applications**

- 4.4 With the exception of where a director or officer is submitting an *application* on behalf of their corporation, an agent shall only be permitted to submit an *application* for a *licence* on behalf of another *person* if they first provide the *Licence Issuer* with an authorization letter in the form prescribed by the *Town* which, in addition to any other information required by the *Licence Issuer*.
- 4.5 Where as part of an *application* for a *licence* it is disclosed that the *applicant* has a pending charge which would, based on the Threshold Policy within Appendix A, disqualify them from being eligible for a *licence* pursuant to this By-law if convicted, the *Licence Issuer* may grant a temporary *licence* to such *applicant* upon fulfillment of all other *application* criteria and such temporary *licence* shall expire on the date determined by the *Licence Issuer* or at the time the *applicant* is convicted, whichever occurs first.
- 4.6 In the absence of a *licence* being granted, submission by an *applicant* of any or all required *application* materials, including applicable fees, shall not constitute any approval, authorization or permission from the *Town* and shall not obligate the *Town* to grant a *licence*.

### **Licences**

- 4.7 Except where determined otherwise by the *Licence Issuer*, no *licence* pursuant to this By-law shall be granted for a future term more than 60 days in advance of the expiry of the current term for that type of *licence*.
- 4.8 No renewal *licence* pursuant to this By-law shall be granted if the *application* for the renewal is submitted more than 60 days after the *licence* has expired. The *applicant* shall be required to apply for a new *licence*.
- 4.9 No *licence* pursuant to this By-law shall be transferable from the *person* to whom it was granted and every *licence* shall remain the property of the *Town* with no *person* enjoying any vested right in the continuance thereof.
- 4.10 Where a *person* provides a written request for the cancellation of their *licence*, the *Licence Issuer* will subsequently cancel that *licence* at any time.

### **Insurance**

- 4.11 Throughout the term, including any renewal thereof, every *person* required to have insurance in accordance with this By-law shall obtain and maintain at their own expense, including the cost of any applicable deductible, the policies of insurance as required pursuant to any relevant Schedules, underwritten by an insurer or insurers licensed to conduct business in the Province of Ontario.
- 4.12 Where the Schedules of this By-law require proof of particular types of insurance policies, those policies shall be in accordance with the following:
- (1) Commercial General Liability Insurance, including but not limited to bodily injury and personal injury liability, property damage, products and completed operations liability, cross-liability and severability of interest, owners and contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's

- liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence;
- (2) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of *vehicles* not owned by the *operator* that are used or operated on its behalf for the provision of services under the contract;
  - (3) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of *vehicles* owned, operated or leased by the *owner* for the provision of services;
  - (4) Standard Form Ontario Garage Automobile Insurance (OAP4) that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of any customer's *vehicles* or non-owned *vehicles* or any part of the *vehicle* by the *operator* or the servants, agents and employees thereof for the provision of services; The above said policy should also include Liability For Damage to a Customer's *Vehicle* with a limit of not less than \$150,000 each under Collision or Upset and Specified Perils, while the Customer's *Vehicle* is in the care, custody and control of the *operator* or the servants, agents and employees thereof and in the storage facility;
  - (5) to achieve the desired limits, umbrella or excess liability insurance may be used;
  - (6) the insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the *Town*; and
  - (7) every insurance policy shall provide 30 days' notice of any expiry, cancellation or variation.
- 4.13 Every Certificate of Insurance submitted to the *Licence Issuer* pursuant to this By-law shall be on the form as prescribed by the *Licence Issuer*.
- 4.14 Every *person* who is required to have insurance in accordance with this By-law shall ensure that where the insurance is renewed or new insurance is acquired in its place, the *Licence Issuer* is provided with a new Certificate of Insurance, in accordance with the applicable requirements, at least 10 days prior to the expiry or cancellation of the previously approved insurance; and for greater clarity, no lapse in coverage shall be permitted.
- 4.15 The *licence* of any *person* who is required to have insurance in accordance with this By-law shall be immediately suspended without notice at the time that such insurance expires, is cancelled or otherwise ceases to provide valid coverage to the *Town* and their *licence* shall only be re-instated upon delivery to the *Licence Issuer* of a new Certificate of Insurance which is in accordance with the relevant *application* terms.

## **Part 5 – Refusal, Revocation, Suspension, Conditions and Appeals**

### **Grounds for Refusal, Revocation, Suspension and Conditions**

- 5.1 The *Licence Issuer* may revoke, suspend, refuse to grant and may impose conditions on a *licence* pursuant to this By-law upon one or more of the following grounds:
- (1) for the purposes of refusals and revocation, ineligibility for a *licence* based on the *Town's* Threshold Policy set out in Appendix A attached to this By-law;
  - (2) the past or present conduct of a *person* affords reasonable cause to believe that the *person* will not carry on or engage in a *business* in accordance with the law or with honesty and integrity;
  - (3) there is reason to believe that carrying on or engaging in a *business* would adversely impact the health, safety or welfare of members of the public or be otherwise contrary to public or consumer interest;
  - (4) there are reasonable concerns that any *lot*, building, place or *vehicle* from which a *business* will be carried on is not in compliance with the standards set out in this By-law or is considered to be dangerous or unsafe;

- (5) there are reasonable concerns that false or misleading information, documents or statements were provided to the *Licence Issuer* or any *Officer* by, or on behalf of, an *applicant* or *person* to whom a *licence* has been issued;
- (6) where any information that is provided to the *Town*, whether orally or in writing, as part of an *application* for a *licence* ceases to be accurate and the *Licence Issuer* has not been notified of the change or where a person fails to provide updated accurate information as required pursuant to Section 3.2;
- (7) without limiting Section 4.16, failure to maintain appropriate insurance as required pursuant to this By-law;
- (8) all required *application* criteria for a *licence* have not been fulfilled or a *licence* was otherwise granted in error;
- (9) failure to comply or ensure compliance with any provision of this By-law;
- (10) there is reasonable cause to believe that the carrying on of a *business* has or will result in a contravention of this By-law or any other law including but not limited to the *Zoning By-law, Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4* or the *Building Code Act, 1992, S.O. 1992, c. 23*;
- (11) failure to pay any required licensing fees pursuant to the *Fees By-law*;
- (12) failure to pay any outstanding administrative penalties, or fines imposed by a court as a result of a conviction, for contravening this or any other *Town By-law*;
- (13) there is reasonable cause to believe that a *business* will not be carried on in a financially responsible manner;
- (14) where any conditions imposed by the *Licence Issuer* in respect of a specialized suspension, pursuant to Section 5.5 or 5.6, have not been satisfied by the end of the suspension period applied;
- (15) where any *licence* has been under suspension for a period in excess of 120 days;
- (16) there is reasonable cause to believe that the *business* will be carried out in an area that would result in non-compliance with one or more of the *Town's By-laws*;
- (17) where a valid Provincial or Federal licence, or other authorization, which is required to operate a *business* is not in place;
- (18) failure to submit a *vehicle*, in respect of which a *licence* is sought or has been granted, for an inspection at the request of the *Licence Issuer*, an *Officer* or as otherwise required in accordance with this By-law;
- (19) failure to produce or otherwise provide any information, documents or things required by an *Officer* or agent on behalf of the *Town* or impeding examinations, the taking of tests, samples or photographs as part of an inspection in accordance with Section 6.5;
- (20) failure to comply with an order issued pursuant to this By-law or a prohibition or other court order imposed in relation to a *Town By-law*;
- (21) failure to comply with or meet any conditions imposed pursuant to Section 5.8; or
- (22) two or more substantiated complaints have been received by the *Licence Issuer* in a one year period regarding the *person*.

5.2 For greater clarity in respect of the application of the grounds set out in Section 5.1, the conduct of the following shall be germane and may be considered:

- (1) any officer or director of a corporation;
- (2) any partner of a partnership; and
- (3) employees or agents.

5.3 Where a *licence* is revoked, suspended or any conditions are imposed by the *Licence Issuer*, no *person* shall be entitled to a refund of any fee paid pursuant to this By-law or the *Fees By-law*.

5.4 Unless determined otherwise by the *Director*, where the *Licence Issuer* refuses to grant a *licence* to a *person* or revokes a *licence* from a *person*, that *person* shall not be entitled to apply for the same type of *licence* until the expiry date that would be applicable to the *licence* which was refused or revoked.

## Specialized Suspension

- 5.5 Where the *Director* is satisfied that the continuation of a *business* poses an immediate danger to the health or safety of any *person* or to any property, the *Director* may, for the time and on such conditions as they considers appropriate, without a hearing, suspend a *licence* for a period not exceeding 14 days if the holder of such *licence* has first been provided the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.
- 5.6 The *Director* may, on such conditions as it considers appropriate, without a hearing, suspend any *licence* that permits a *business* to operate on a highway or other property of the municipality or its local boards for a period not exceeding 28 days based on the following grounds:
- (1) the holding of a special event;
  - (2) the construction, maintenance or repair of the property;
  - (3) the installation, maintenance or repair of a public utility or service;
  - (4) pedestrian, vehicular or public safety; or
  - (5) public health.
- 5.7 For the purposes of Sections 5.5 and 5.6, conditions as considered appropriate by the *Licence Issuer* may include but are not limited to requirements which, if met, would permit a *licence* to be re-instated prior to the expiry of the suspension period imposed and such conditions shall not be required to be based on the grounds set out in Section 5.1.

## Licence Conditions

- 5.8 Only based upon the grounds set out in Section 5.1, the *Licence Issuer* may impose:
- (1) conditions as a requirement of obtaining, continuing to hold or renewing a *licence*;
  - (2) special conditions on a *business* in a class that have not been imposed on all of the *businesses* in that class in order to obtain, continue to hold or renew a *licence*; or
  - (3) conditions, including special conditions, as a requirement of continuing to hold a *licence* at any time during the term of the *licence*.
- 5.9 Every *person* who holds a *licence* upon which a condition is placed shall comply with the condition.

## Notification Letter

- 5.10 Upon refusing to grant a *licence* to or revoking a *licence* from a *person* in accordance with this By-law, the *Licence Issuer* shall prepare and provide a notification letter to that *person* which shall include the following:
- (1) an explanation of the reasons for the decision and reference to the grounds within Section 5.1 upon which it was made;
  - (2) notice that an appeal hearing by the *Town's* Appeal Board may be applied for to review the decision and the date by which such request for the hearing must be received; and
  - (3) a declaration that where no request for an appeal hearing is received by the prescribed date, the decision shall be deemed final with no further right by the *person* to a hearing by the Appeal Board.
- 5.11 With the exception of a suspension pursuant to Sections 4.16 and 5.5, the *Licence Issuer* shall, upon suspending a *licence*, prepare and provide a notification letter to the *person* subject to the suspension which shall include the following:
- (1) an explanation of the reasons for the decision and reference to the grounds upon which it was made;
  - (2) in the case of a suspension pursuant to Section 5.6, any conditions that apply to the suspension including but not limited to those which upon fulfilment would permit the *licence* to be reinstated; and
  - (3) the date upon which the suspension will expire.

- 5.12 The *Licence Issuer* shall, upon imposing any conditions in accordance with Section 5.8, prepare and provide a notification letter to the *person* subject to the conditions which shall set out:
- (1) all conditions which are imposed; and
  - (2) an explanation of the reasons for the conditions and reference to the grounds within Section 5.1 upon which they were imposed.
- 5.13 A notification letter, as described in Sections 5.10, 5.11 and 5.12, may be provided by:
- (1) being picked up at Town Hall, with service deemed effective on the date the letter is given;
  - (2) personal delivery, with service deemed effective on the date the letter is given;
  - (3) ordinary mail to the last known address of the *person* to whom such letter is issued, with service deemed effective on the 5<sup>th</sup> day after mailing;
  - (4) registered mail to the last known address of the *person* to whom such letter is issued, with service deemed effective on the 5<sup>th</sup> day after mailing; or
  - (5) e-mail transmission only if the letter is also provided by registered mail and such e-mail transmission may be delivered to the last known e-mail address of the *person* to whom the letter is issued, with service deemed effective on the 5<sup>th</sup> day after transmission.
- 5.14 Where an *applicant* voluntarily withdraws their *application* for a *licence* that would otherwise be refused, the *Licence Issuer* shall not be required to provide a notification letter pursuant to Section 5.10.

#### **Licence Surrender**

- 5.15 Every *person* whose *licence* is revoked or suspended shall surrender such *licence* to the *Licence Issuer* within 2 days of:
- (1) service of their notification letter being deemed effective in accordance with Section 5.13; or
  - (2) being provided the reasons for a suspension, either orally or in writing, in the case of Section 5.5.

#### **Appeal of Licence Refusal and Revocation**

- 5.16 A *person* to whom the *Licence Issuer* refuses to grant a *licence* or a *person* whose *licence* is revoked, pursuant to Section 5.1, may apply to appeal the refusal or revocation through a hearing by the *Town's* Appeal Board and the Appeal Board may:
- (1) confirm the refusal or revocation;
  - (2) reverse the refusal and require the *Licence Issuer* to grant the *licence*; or
  - (3) reverse the revocation and require the *Licence Issuer* to reinstate the *licence*.
- 5.17 Any application or request to appeal a *licence* refusal or revocation shall not act as a stay of the refusal or revocation or in any way constitute permission to engage in a *business* for which a *licence* is required pursuant to this By-law.
- 5.18 Unless otherwise specified within the notification letter required by Section 5.10, the final date to request an appeal hearing in respect of a *licence* refusal or revocation shall be 20 days after the date that service of such letter was deemed effective in accordance with Section 5.13 exclusive of any statutory holidays and any day where the Town Hall is closed.
- 5.19 Where the Appeal Board requires that a *licence* be granted or reinstated, this shall not preclude a *person* from being required to fulfill all applicable outstanding *application* criteria for such *licence* prior to issuance.
- 5.20 The refusal to grant or revocation of a *licence* shall be deemed final, with no further right of appeal to the Appeal Board, if a request for an appeal hearing has not been appropriately submitted within the time indicated in the applicable notification letter provided by the *Licence Issuer*.



## **Part 6 – Enforcement**

- 6.1 The *Director* and *Officers* shall be responsible for the enforcement of the entirety of this By-law and, in addition thereto, *Police Officers* shall be responsible for the enforcement of Schedule F – Tow Truck Business and Schedule G – Impound Business.

### **Powers of Entry and Inspection**

- 6.2 Any *Officer* or agent on behalf of the *Town* may at any reasonable time enter upon any land or *lot* for the purpose of carrying out an inspection to determine whether the following are being complied with:
- (1) this By-law;
  - (2) any direction or order pursuant to this By-law;
  - (3) any condition of a *licence* issued under this By-law; or
  - (4) an order issued pursuant to Section 431 of the *Municipal Act, 2001*.
- 6.3 An *Officer* or agent on behalf of the *Town* may exercise their power of entry under Section 6.2 to enter or remain in any room or place actually being used as a dwelling subject to the limitations and requirements in Section 437 of the *Municipal Act, 2001*.
- 6.4 Any *Officer* or agent on behalf of the *Town* may exercise their power of entry under Section 6.2 at any time of the day or night to enter an *adult entertainment establishment* as defined by Schedule A – Adult Business.
- 6.5 Any *Officer*, or other individual where responsible for enforcement of this By-law, may with or without notice require that a *vehicle*, for which a *licence* is required pursuant to a Schedule herein, be submitted at any reasonable time and required place for an inspection by an agent on behalf of the *Town* to determine whether the following are being complied with:
- (1) this By-law;
  - (2) any direction or order pursuant to this By-law;
  - (3) any condition of a *licence* issued under this By-law; or
  - (4) an order issued pursuant to Section 431 of the *Municipal Act, 2001*.
- 6.6 Where an inspection is conducted pursuant to Part 6 of this By-law, any *Officer* or agent on behalf of the *Town* may:
- (1) require the production of documents and things for review that may be relevant to the inspection including but not limited to *licences*, invoices, authorization forms, procedures and records;
  - (2) inspect and remove documents or things which may be relevant to the inspection for the purpose of making copies or extracts;
  - (3) require any information from any *person* concerning a matter related to the inspection, including but not limited to names, addresses, contact information, and proof of identity or other identification; and
  - (4) 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.
- 6.7 A receipt shall be provided by the *Town* for any document or thing removed under Subsection 6.6 (2) and the document or thing shall be promptly returned after the copies or extracts are made.
- 6.8 Any *Officer* or agent on behalf of the *Town* may, for any circumstance set out within this By-law, undertake an inspection in accordance with an order issued pursuant to Section 438 of the *Municipal Act, 2001*.
- 6.9 No *person* shall hinder or obstruct, or attempt to hinder or obstruct, the *Licence Issuer*, any *Officer* or agent on behalf of the *Town* who is exercising any power or authority, or performing a duty as permitted pursuant to this By-law and, without limiting the generality of the foregoing, the following shall constitute hindering or obstructing:

- (1) declining, neglecting or failing to give, produce, deliver or submit any access, information, document, *vehicle* or other thing that may be related or relevant to an inspection; or
- (2) providing any false or misleading information, document or other thing as part of an *application* or concerning a matter that may be related or relevant to an inspection.

## Orders

- 6.10 Where an *Officer* is satisfied that a contravention of this By-law has occurred, the *Officer* may make an order requiring the *person* who caused or permitted such contravention, or the *landowner* of the land or *lot* upon which the contravention occurred, to discontinue the contravening activity.
- 6.11 Where an *Officer* is satisfied that a contravention of this By-law has occurred, the *Officer* may make an order requiring the *person* who caused or permitted such contravention, or the *landowner* of the land or *lot* upon which the contravention occurred, to do work to correct the contravention.
- 6.12 Where an *Officer* considers any dog kept by a *kennel business*, as defined pursuant to Schedule C – Kennel Business, to be in immediate distress, such *Officer* may:
  - (1) issue an order pursuant to this By-law requiring work to be immediately completed to correct the contravention which may include having the dog examined and treated as necessary by a veterinarian; and
  - (2) where such order is not immediately complied with, remedial action may be initiated in accordance with Section 6.19.
- 6.13 An order may be delivered:
  - (1) personally, with service deemed effective on the date the order is given;
  - (2) by providing it to any suspected adult individual on the land or *lot* where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the date the order is given;
  - (3) by ordinary mail to the address where the contravention occurred or the last known address of any *person* named in the order, with service deemed effective on the 5<sup>th</sup> day after mailing;
  - (4) by registered mail to the address where the contravention occurred or the last known address of any *person* named in the order, with service deemed effective on the 5<sup>th</sup> day after mailing;
  - (5) by posting the order in a conspicuous location on the land or *lot* where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the day after posting; or
  - (6) by e-mail transmission only if the order is also delivered by registered mail and such e-mail transmission may be delivered to the last known e-mail address of any *person* named in the order, with service deemed effective on the 5<sup>th</sup> day after transmission.
- 6.14 An *Officer* may enter upon any land for the purpose of delivering an order pursuant to Section 6.13.
- 6.15 Every *person* to whom an order is issued shall comply with the order.
- 6.16 Any order issued pursuant to this By-law may be rescinded by the *Director* at any time.
- 6.17 The *Director* and *Officers* may extend the time for compliance with an order made pursuant to this By-law.
- 6.18 No order issued under this By-law shall be appealed to any board, tribunal or similar body established by the *Town*.

## Remedial Action and Cost Recovery

- 6.19 Wherever an order, issued pursuant to this By-law, directs or requires any matter or thing to be done by any *person* within a specified time period, in default of it being done by the

specified time period, remedial action may be initiated by the *Director* or an *Officer* and the *Town* may recover, from any *person* directed or required to do the matter or thing, the costs incurred through a legal action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

- 6.20 For the purposes of taking remedial action under Section 6.19, the *Town*, its Staff and/or its agents may enter, at any reasonable time, upon any lands or *lot* on which a default to carry out a required thing or matter occurred.

### **Infractions and Penalties**

- 6.21 Every *person* who contravenes any provision of this By-law is guilty of an offence and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by their corporation is guilty of an offence.
- 6.22 Every *person* who is charged with an offence under this By-law by the filing of a certificate of offence under Part I of the *Provincial Offences Act*, upon conviction is liable to a fine as provided for by the aforesaid act.
- 6.23 Every *person* who is charged with an offence under this By-law by the laying of an information under Part III of the *Provincial Offences Act*, upon conviction is liable, pursuant to the fine provisions of the *Municipal Act, 2001* to fines as follows:
- (1) to a minimum fine of \$500 and to a maximum fine of \$100,000;
  - (2) for each day or part of a day that the offence continues, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all daily fines for the offence is not limited to \$100,000;
  - (3) in the case of multiple offences, for each offence included in the multiple offence, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all fines for each included offence is not limited to \$100,000; and
  - (4) in addition to any regular fines imposed in accordance with Subsections 6.23 (1), (2) or (3), where it is established that economic gain is derived as a result of a contravention of this By-law, a special fine equal to the amount of the economic gain may be imposed.
- 6.24 If any provision of this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this 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.
- 6.25 Pursuant to Section 430 of the *Municipal Act, 2001*, every *person* who is convicted of an offence for a contravention of this By-law dealing with an *adult entertainment establishment*, as defined by Schedule A – Adult Business, may, in addition to any other penalties applied, be liable to a term of imprisonment not exceeding 1 year.
- 6.26 Only in accordance with the circumstances set out by Section 447 of the *Municipal Act, 2001* upon a conviction for a contravention of this By-law the court may order that a premises or part of a premises be closed to any use for a period not exceeding two years.

### **Part 7 – Severability**

- 7.1 Should any provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or the remaining provisions thereof.

### **Part 8 – Transition**

- 8.1 By-law 78-59, By-law 2013-127 and amendments thereto including By-law 84-65, By-law 2014-091, By-law 2015-007, By-law 2016-112, By-law 2017-30 and By-law 2018-31 shall be repealed upon this By-law coming into effect.
- 8.2 Every licence granted pursuant to By-law 2013-127, as amended, for an activity which is also regulated by this By-law, so long as the licence is valid and has not expired at the time that this By-law is enacted, shall be continued and considered as a lawful *licence* granted hereunder until the applicable expiry date set out in this By-law and for greater

clarity every such *licence* holder shall be subject to the provisions of this By-law relevant to the type of *licence*.

8.3 This By-law shall come into full force and effect on June 28, 2022.

8.3 The Schedules of this By-law shall come into full force and effect as set out in the following table:

<b>Schedule</b>	<b>Effective Date</b>
Schedule A – Adult Business (Operator and Manager Licence)	June 28, 2022
Schedule B – Donation Box Business (Operator Licence)	June 28, 2022
Schedule C – Kennel Business (Operator Licence)	January 1, 2023
Schedule D – Pet Shop Business (Operator Licence)	January 1, 2023
Schedule E – Food and Refreshment Vehicle Business (Operator, Owner and Attendant Licence)	June 28, 2022
Schedule F – Tow Truck Business (Operator, Owner and Driver Licence)	June 28, 2022
Schedule G – Impound Business (Operator Licence)	June 28, 2022
Schedule H – Vehicle for Hire Business (Private Transportation Company Licence)	January 1, 2023
Schedule H – Vehicle for Hire Business (Taxicab and Limousine Broker, Owner and Driver Licence)	June 28, 2022
Schedule I – Temporary Patio (Operator Licence)	June 28, 2022

Enacted by the Town of Caledon Council this 28<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Allan Thompson, Mayor

\_\_\_\_\_  
Laura Hall, Town Clerk

## Schedule A – Adult Business

### Part 1 – Definitions

1.1 In this Schedule:

“*Adult business*” means an *adult entertainment business*, *adult merchandise business* or *body-rub business*;

“*Adult entertainment business*” means a *business* where *adult services* are provided in pursuance of a trade, occupation or otherwise for financial gain;

“*Adult entertainment establishment*” means any *premises* or part thereof used for an *adult business*;

“*Adult goods*” means *adult items*, adult books and *adult videos*;

“*Adult items*” means objects designed primarily for the purposes of appealing to *erotic or sexual appetites* including but not limited to dildos, vibrators and other masturbatory devices, toys, devices and novelties advertised as or otherwise appropriate for use by adults only due to their sexual nature, clothing and other articles relating to fetishism and erotica including sculptures, figurines, illustrations, photographs, books or other visual depiction of one or more individuals involved or engaging in *specified sexual activities* or by emphasis on the display of *specified body areas*;

“*Adult merchandise business*” means a *business* where *adult goods* are provided in pursuance of a trade, occupation or otherwise for financial gain;

“*Adult services*” means any performances, dances, exhibitions and viewings designed or intended to appeal to, *erotic or sexual appetites* and which may include the nudity or partial nudity of any individual as a principal feature or characteristic;

“*Adult video*” means any videotape, digital video disc or other electronic format, the content of which is designed to appeal to *erotic or sexual appetites* through the pictorial, photographic or other visual depiction of one or more individuals involved or engaging in *specified sexual activities* or by an emphasis on the display of *specified body areas*;

“*Body-rub*” means an activity where the primary function is the kneading, manipulating, rubbing, massaging, touching or stimulating of a part of an individual’s body by any means but does not include medical or therapeutic treatment given by a *person* otherwise duly qualified, licensed or registered to do so under the laws of the Province of Ontario;

“*Body-rub business*” means a *business* where a *body-rub* is performed or offered in pursuance of a trade, occupation or otherwise for financial gain;

“*Drug*” means any intoxicating substance with the exception of prescription medicine required for medicinal purposes and alcohol;

“*Erotic or sexual appetite*” means the bent of mind, desire, inclination or preference to satisfy a craving or desire pertaining to or related to sex;

“*Manager*” means any individual who, alone or with others, manages, supervises or directs the activities of an *adult business*;

“*Premises*” means a building together with its *lot* and in the case of a multiple tenancy building each individual unit shall constitute a separate premises;

“*Specified body areas*” means, in the case of a female individual, her nipples and areolae and, in the case of all individuals, the pubic, perineal and perianal areas, the genitals, anus and buttocks;

“*Specified sexual activities*” means actual or simulated sexual intercourse, masturbation, urination, defecation, ejaculation, sodomy, bestiality, anal intercourse, oral sexual intercourse, direct physical stimulation of unclothed genital organs, and flagellation, bondage or torture in the context of a sexual relationship or activity.

## **Part 2 – Application**

- 2.1 Where an *adult entertainment establishment* is located within the *municipal boundary*, any *manager* and the *operator* of the *adult business* which is conducted from that *adult entertainment establishment* shall be subject to the applicable provisions within this Schedule.
- 2.2 Appendix A shall be attached to and form part of this Schedule.

### **Permitted Area and Number**

- 2.3 No *licence* in respect of an *adult business* shall be granted to the *operator* or any *manager* thereof unless the *adult entertainment establishment* for such *business* is or will be located in the subject lands delineated in Appendix A.

## **Part 3 – Licence Provisions**

- 3.1 Pursuant to this Schedule, every *manager* shall be required to obtain a *licence* and an *operator* of an *adult business* shall obtain a separate *licence* for each of their *adult entertainment establishments*.

### **Expiry**

- 3.2 Every *licence* granted pursuant to this Schedule shall expire 12 months after being granted.

### **Application Criteria**

- 3.3 An *operator* of an *adult business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) the municipal address of the proposed or existing *adult entertainment establishment* to which the *application* pertains;
  - (3) a floor plan which, in the opinion of the *Licence Issuer*, adequately depicts the interior layout of any building to be used for the *adult business*;
  - (4) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance and Non-Owned Automobile Liability Insurance each in accordance with Section 4.12 of this By-law;
  - (5) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (6) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
    - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
    - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
    - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
  - (7) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
    - (b) a copy of its Articles of Incorporation;
  - (8) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership; and

- (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
  - (9) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (10) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.4 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) all items listed in Sections 3.3 (1) to 3.3 (5);
  - (2) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.5 A *manager* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a letter from a *licensed operator* confirming that the *applicant* will be employed in respect of their *adult business* as a *manager*;
  - (3) a photo of the *applicant* taken by the *Licence Issuer*;
  - (4) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (5) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (6) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (7) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government;
  - (8) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (9) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.

- 3.6 To renew a *licence*, a *manager* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes the items listed in Section 3.5, with the exception of items (4) and (7).
- 3.7 A *licence* in respect of an *adult entertainment establishment* shall only be granted where an inspection is completed by an *Officer* and they are of the opinion that the provisions of this Schedule will be complied with.

#### **Part 4 – Adult Business Provisions**

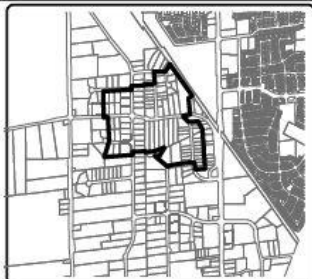
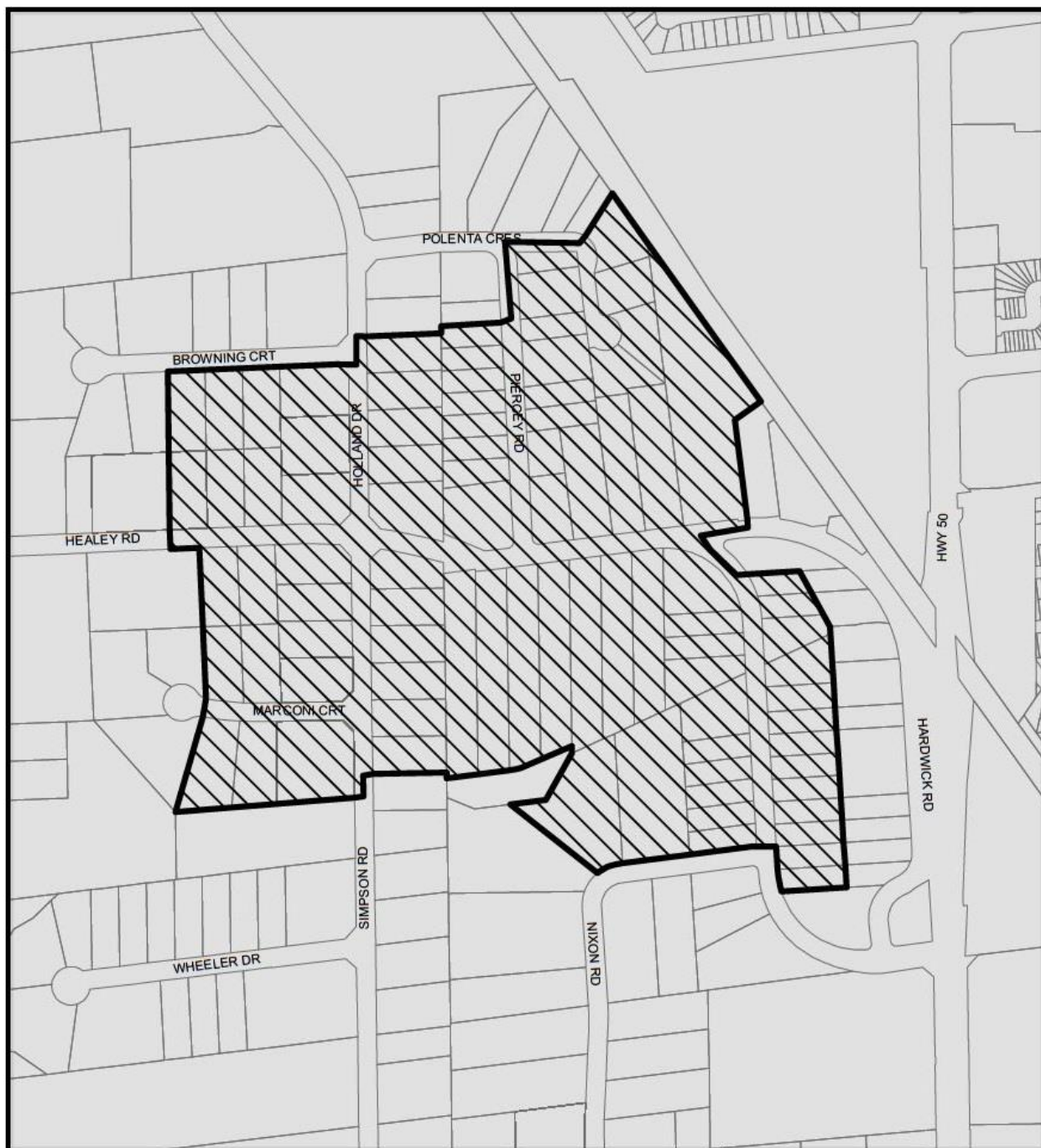
- 4.1 No *operator* of an *adult business* shall cause or permit their *adult entertainment establishment* to be located other than in accordance with Section 2.3.
- 4.2 No *operator* of an *adult business* or *manager* shall cause or permit any individual under the age of 18 years to enter or remain in their *adult entertainment establishment*.
- 4.3 No *operator* of an *adult business* or *manager* shall cause or permit any:
- (1) *adult goods* to be made available through automated vending or dispensing equipment;
  - (2) *adult video* to be previewed or otherwise played at their *adult entertainment establishment*; or
  - (3) *adult goods*, *adult services* or *body-rub* to be provided or otherwise made available to an individual who is less than 18 years of age.
- 4.4 No *operator* shall cause or permit any *adult entertainment establishment* in respect of their *adult business* to remain open or be used to provide any *adult services*, sell *adult goods* or perform any *body-rub* unless a minimum of 1 *manager*, *licensed* pursuant to this Schedule, is physically in attendance at such establishment.
- 4.5 No *operator* of an *adult business* or *manager* shall cause or permit any individual to enter or remain in their *adult entertainment establishment* who appears to be intoxicated by:
- (1) alcohol; or
  - (2) any *drug*.
- 4.6 No *operator* of an *adult business* or *manager* shall cause or permit any *adult services*, *adult goods*, including their packaging, or *body-rub* to be visible in any way from the exterior of any building which is part of their *adult entertainment establishment*.
- 4.7 Every *operator* of an *adult business* shall ensure that any building which is part of their *adult entertainment establishment* has:
- (1) a sign posted at each exterior entrance which indicates that no individual under the age of 18 years is permitted to enter or remain in the *adult business*; and
  - (2) in a location, size and style approved by the *Licence Issuer*, a sign displayed on its exterior which sign shall include the *licence* number as provided by the *Licence Issuer* and bear the words “Licensed Adult Business”, “Any complaints regarding this business may be reported to the Town of Caledon”.
- 4.8 With the exception of any signs required by Section 4.7, no *operator* or *manager* may cause or permit any outdoor sign, or other advertising device, to be placed in respect of their *adult business* which includes any content other than the name of such *business* and a logo, both which shall require the approval of the *Licence Issuer*.
- 4.9 Nothing in this Schedule shall prevent the placement of any sign, or other advertising device, on an interior wall of a building that is part of an *adult entertainment establishment* so long as the *operator* of the applicable *adult business* ensures that the sign or advertising device is not visible from the exterior of the building.
- 4.10 Every *operator* of an *adult business* and *manager* shall ensure that the interior of any building which is part of their *adult entertainment establishment* is kept in a clean and sanitary condition at all times.




4.11 At every *adult entertainment establishment* used for their *adult business*, the *operator* thereof shall ensure that a copy of the *licence* granted in respect of such *business* is kept and made available for inspection upon request by any *person*.

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# Appendix A



### LEGEND

 Subject Lands



### Appendix A

Town of Caledon  
Regional Municipality of Peel



## Schedule B – Donation Box Business

### Part 1 – Definitions

1.1 In this Schedule:

“*Charity*” means a charity as defined in the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.) that has a charity registration number issued by the Canada Revenue Agency;

“*Donation box*” means an outdoor receptacle used for the purpose of collecting donated clothing and similar textile items;

“*Donation box business*” means a *business* where, for financial gain, a *donation box* is used to effectuate the sale of textile goods.

### Part 2 – Application

2.1 Every *operator* of a *donation box business* which locates a *donation box* on a *lot* within the *municipal boundary* shall be subject to the applicable provisions within this Schedule.

2.2 Where the *operator* of a *donation box business* has a valid charitable registration number issued by the Canada Revenue Agency, such *charity* may locate 1 *donation box* within the *municipal boundary* without payment of the *application* fee, required pursuant to Subsection 3.3 (11), so long as that *donation box* is located on a *lot* which is primarily used for the operations or activities of the *charity*.

### Part 3 – Licence Provisions

3.1 Every *operator* of a *donation box business* shall obtain a separate *licence* pursuant to this Schedule for each *lot* on which they locate a *donation box*.

#### Expiry

3.2 Every *licence* granted pursuant to this Schedule shall expire 12 months after being granted.

#### Application Criteria

3.3 An *operator* of a *donation box business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

- (1) full details and relevant contact information required on the said form;
- (2) the municipal address of the *lot* on which the proposed or existing *donation box* to which the *application* pertains will be located;
- (3) a *site map* which, to the satisfaction of the *Licence Issuer*, displays the proposed location where any *donation boxes* will be placed;
- (4) a consent letter, in a form prescribed by the *Town*, from the *landowner* of the *lot* on which any *donation boxes* will be placed;
- (5) a signed statement from a professional engineer stating that the engineer has reviewed the *donation box*, considered the potential safety risks and determined that the *donation box* appropriately mitigates potential injury;
- (6) if the *applicant* is a *charity*, their charity registration number provided by the Canada Revenue Agency;
- (7) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance in accordance with Section 4.12 of this By-law;
- (8) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code* or any other applicable law;
- (9) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver’s Licence, a valid Canadian Passport or a

- Permanent Resident Card;
  - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (10) where the *applicant* is a corporation, the *application* shall include:
- (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a copy of its Articles of Incorporation;
- (11) where the *applicant* is a registered partnership, the *application* shall include:
- (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (12) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (13) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.4 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) all items listed in Sections 3.3 (1) to 3.3 (8);
  - (2) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.4 Where a *licence* has been granted by the *Licence Issuer* for a *donation box* to be located on a *lot* and the *operator* of the corresponding *donation box business* intends to either relocate such box on the *lot* or add a second *donation box*, a new *site map* depicting the proposed box locations shall be required.

#### **Part 4 – Location Requirements**

- 4.1 No *operator* shall cause or permit any *donation boxes* used in respect of their *donation box business* to be placed:
- (1) in any location other than that approved by the *Licence Issuer*;
  - (2) on any *lot* which is *zoned* other than commercial, industrial, institutional or multiple residential pursuant to the *Zoning By-law*;

- (3) within 2 metres of any *lot line*; or
  - (4) in any parking space intended for *motor vehicles*.
- 4.2 Notwithstanding Subsection 4.1 (2), *donation boxes* may be placed on a *lot* owned by the *Town* where written permission is granted by the appropriate *Town* department.
- 4.3 No *person* shall cause or permit in excess of 2 *donation boxes* to be placed on any *lot*.

#### **Part 5 – Posted Information**

- 5.1 Every *operator* shall ensure that on the exterior of each *donation box* used in respect of their *donation box business* the following required information is posted:
- (1) the name of such *operator*;
  - (2) the *operator's* registered charity number issued by the Canada Revenue Agency if applicable;
  - (3) if the *operator* is not a *charity*, the words “Not a Charity”;
  - (4) the address, phone number and e-mail address of the *operator*; and
  - (5) any other information as deemed necessary by the *Licence Issuer*.
- 5.2 Every *operator* of a *donation box business* shall ensure that the information required on their *donation box* pursuant to Section 5.1 is:
- (1) for each item in Subsections (1), (2) and (3), of a size no less than 10 centimetres by 7.5 centimetres;
  - (2) for each item in Subsection (4), of a size no less than 5 centimetres by 5 centimetres;
  - (3) of a contrasting colour to the background on which it is placed; and
  - (4) permitted by the *Licence Issuer* which approval shall include the content, style and location.
- 5.3 No *operator* shall cause or permit any *donation box* used in respect of their *donation box business* to have on it any designs, markings or other content which may be misleading in any way.
- 5.4 Every *operator* of a *donation box business* shall ensure that:
- (1) any *licence* granted to them pursuant to this Schedule is affixed only to the *donation box* for which it was granted and in a location that is clearly visible by the public; and
  - (2) any *renewal decal* granted to them pursuant to this Schedule is only affixed to the *licence* for which it was granted.

#### **Part 6 – Maintenance**

- 6.1 Every *operator* shall ensure that any *donation box* used in respect of their *donation box business* is kept clean, in good repair and free of graffiti.
- 6.2 Every *operator* of a *donation box business* shall ensure that the area immediately adjacent to any of their *donation boxes* is at all times kept clean and free of any litter, refuse, debris and overflow of donated items.

## Schedule C – Kennel Business

### **Part 1 – Definitions**

1.1 In this Schedule:

“*Board*” means to house any dog for a temporary period of time;

“*Breed*” means to use a dog for the production of offspring;

“*Enclosure*” means a cage or other pen used for the keeping of a dog therein;

“*Kennel business*” means a *business* where in excess of 3 dogs are kept on a *lot* in relation to the provision of *breeding* or *boarding* services for financial gain or for the purposes of being sold;

“*Kennel facility*” means a building, *enclosure* or part thereof, used exclusively for the keeping of dogs in connection with a *kennel business*.

### **Part 2 – Application**

2.1 Every *operator* of a *kennel business* which is located on a *lot* within the *municipal boundary* shall be subject to the applicable provisions within this Schedule.

2.2 Notwithstanding Section 2.1, the provisions of this Schedule shall not apply with respect to:

(1) any *public authority*;

(2) a branch of the Ontario Society for the Prevention of Cruelty to Animals;

(3) the Ontario Provincial Police, a municipal or other Canadian police force;

(4) a veterinarian licensed by the College of Veterinarians of Ontario and any animal hospital or health clinic that is lawfully operated and under their direct management;

(5) a registered research facility or licensed supply facility pursuant to the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended; or

(6) an educational facility where animals are being kept for study, research or teaching purposes as permitted by the Ministry of Education.

2.3 Every *person* who holds a *licence* pursuant to this Schedule shall comply with all of the requirements for an *operator* of a *kennel business* herein regardless of the number of dogs kept at any one time.

### **Part 3 – Licence Provisions**

3.1 For each *lot* where a *kennel business* is located, the *operator* thereof shall obtain a separate *licence* pursuant to this Schedule.

#### **Expiry**

3.2 Every *licence* granted pursuant to this Schedule shall expire 12 months after being granted.

#### **Application Criteria**

3.3 An *operator* of a *kennel business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

(1) full details and relevant contact information required on the said form;

(2) the municipal address of the *lot* on which the proposed or existing *kennel business* to which the *application* pertains is located;

(3) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance in accordance with Section 4.12 of this By-law;

- (4) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
- (5) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (6) where the *applicant* is a corporation, the *application* shall include:
  - (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a copy of its Articles of Incorporation;
- (7) where the *applicant* is a registered partnership, the *application* shall include:
  - (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (9) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (10) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.

3.4 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

- (1) all items listed in Sections 3.3 (1) to 3.3 (4);
- (2) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
  - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
- (3) where the *applicant* is a corporation, the *application* shall include:
  - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
  - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
- (4) where the *applicant* is a registered partnership, the *application* shall include:
  - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
  - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
- (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.

3.5 Every *operator* of a *kennel business* to which a *licence* has been granted shall notify the *Licence Issuer* once the *kennel facility* is ready to be inspected by an *Officer*.

- 3.6 No *operator* of a *kennel business* shall cause or permit their *kennel facility* to operate unless an inspection is completed by an *Officer* and they are of the opinion that the provisions of this Schedule will be complied with.

#### **Part 4 – Facility Standards**

##### **Kennel Facility**

- 4.1 Every *operator* of a *kennel business* shall ensure that a *kennel facility* is provided on any *lot* where dogs are kept in respect of their *business* and that any such facility is constructed and maintained in accordance with the following:
- (1) interior walls shall be non-porous, watertight, easily cleaned and sanitized;
  - (2) the roof shall be appropriately constructed and covered with suitable materials to prevent leakage and exposure of the dogs to any adverse weather conditions;
  - (3) the interior of the *kennel facility* shall have electric lighting;
  - (4) the indoor temperature shall be maintained at a minimum of 15 degrees Celsius and a maximum which does not create any danger to the health of the dogs kept within the *kennel facility*;
  - (5) the *kennel facility* shall be adequately ventilated;
  - (6) all unused dog food kept in the *kennel facility* shall be stored in sealed vermin proof containers; and
  - (7) the *kennel facility* shall be maintained in good repair and kept in a clean and sanitary condition free of offensive odours.
- 4.2 Within any *kennel facility* used for their *kennel business*, the *operator* thereof shall ensure that a copy of the *licence* granted in respect such *business* is displayed in a manner that is clearly visible to any *person* attending the *kennel facility*.

##### **Exercise Area**

- 4.3 On a *lot* where any dogs are kept in respect of a *kennel business*, the *operator* thereof shall ensure that an outside exercise area for dogs is provided which shall be:
- (1) fenced in a manner that is fully enclosed to prevent the escape of any dog therein;
  - (2) large enough for dogs to have adequate space to run;
  - (3) free of any debris that could cause injury to a dog;
  - (4) cleaned of any excrement at least once daily and kept in a sanitary manner at all times;
  - (5) constructed with a running surface of grass, dirt, concrete, asphalt or fine gravel that is safe and non-slippery;
  - (6) not have any individual side which is less than 1 metre in length;
  - (7) have a minimum area of 9.5 square metres to be increased by 3 square metres for each additional dog therein over the number of one;
  - (8) have a height of no less than 1 metre above the tallest dog in a standing position kept therein; and
  - (9) include a section maintained in a dry condition and of sufficient size to permit a dog within to lie down

##### **Enclosures**

- 4.4 Every *operator* of a *kennel business* shall ensure that any *kennel facility* provided in respect of their *business* includes interior *enclosures* that:
- (1) are only constructed of metal, wire, impermeable concrete or any combination thereof;
  - (2) have a floor made of smooth concrete or similar material that is impervious to water and adequately sloped to a drain;
  - (3) are large enough to permit any dog therein to:
    - (a) turn around easily;
    - (b) stand normally to its full height;



- (c) lie down in a fully extended position; and
- (d) extend its legs and body to their full natural extent;
- (4) have suitable bedding placed on top of a platform made of wood, fiberglass or similar material which shall be raised off the ground and large enough to accommodate any dog kept within the *enclosure*;
- (5) are equipped with food and water containers which are mounted or situated such that they cannot be easily overturned; and
- (6) shall be kept in a sanitary condition and cleaned regularly to ensure that all excrement and other refuse is removed.

## **Part 5 – Care Requirements**

5.1 Every *operator* of a *kennel business* shall ensure that:

- (1) an adequate number of staff, with sufficient knowledge and experience to provide proper care for dogs, are working at their *kennel facility* for a minimum of 8 hours in every 24 hour period, including weekends and holidays;
- (2) with the exception of puppies kept together or with their mother, all dogs kept within their *kennel facility* shall be housed separately in individual *enclosures* unless their owners specifically request otherwise;
- (3) where any puppies are kept in an *enclosure* with an adult dog at their *kennel facility*, such *enclosure* shall have sufficient extra space for each puppy in order to comfortably house all dogs;
- (4) any dog kept within their *kennel facility* is provided clean fresh drinking water and a source of food sufficient to maintain the dog in full health;
- (5) access to veterinarian services are available at all times and provided to any dog kept at their *kennel facility* if required to relieve distress caused by injury, sickness or otherwise;
- (6) each dog kept at their *kennel facility* is placed in an exercise area, in accordance with Section 4.4, for at least two 30 minute sessions within a 24 hour period and during such sessions dogs shall be supervised to prevent escape and mitigate noise; and
- (7) no dog kept at their *kennel facility* is placed within an exercise area for more than 20 hours within a 24 hour period.

5.2 Notwithstanding Section 5.1 (6), no *operator* shall cause or permit any dog kept by their *kennel business* to remain outside during unsafe weather which may pose a risk to the animal including but not limited to extreme heat and cold, snow storms, freezing or heavy rain and strong winds.

5.3 No *operator* shall cause or permit a dog associated with their *kennel business* to be offered for sale before its normal weaning age of 8 weeks.

## **Breeding Restrictions**

5.4 No *operator* of a *kennel business* shall cause or permit any female dog associated with the *business* to:

- (1) be mated if she is less than 1 year in age;
- (2) have more than two litters in a 12 month period; or
- (3) give birth to more than 6 litters in her lifetime.

## **Part 6 – Records**

6.1 Every *operator* of a *kennel business* shall ensure that at all times written procedures are kept at their *kennel facility* which shall outline:

- (1) appropriate methods for handling dogs;
- (2) an approach for addressing any escape of a dog;
- (3) instructions for handling sickness, injury or the death of a dog;
- (4) methods for handling situations where a dog has bitten or attacked an individual or other dog; and

(5) contact information for the *Town's* Animal Shelter and an emergency veterinarian.

6.2 Every *operator* of a *kennel business* shall ensure that the following information is recorded:

(1) for any dog *boarded* at their *kennel facility*:

- (a) the name, address and contact information, including emergency contact numbers, of the dog's owner;
- (b) a description of each dog, its name, breed and microchip number if applicable;
- (c) up to date verification of rabies immunization; and
- (d) the dates of arrival and departure;

(2) for every dog born as a result of *breeding* associated with the *business*, the date of birth, breed, sex, colour, markings, microchip number if applicable and name of the dam; and

(3) for any dog sold in respect of the *business*, the name and address of the purchaser, the date of sale, sale price, breed, sex, age and a description of the dog.

6.3 Every *operator* of a *kennel business* shall ensure that the recorded information referred to in Section 6.2 is retained for a minimum of 2 years from the date the record is created.

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## Schedule D – Pet Shop Business

### **Part 1 – Definitions**

1.1 In this Schedule:

“*Animal*” means any member of the animal kingdom, other than a human;

“*Animal Care and Control By-law*” means the Town’s Animal Care and Control By-law 2019-43, as amended or successor by-law;

“*Pet shop*” means a building, structure or part thereof used for carrying on a *pet shop business*;

“*Pet shop business*” means a *business* where cats and dogs for use as pets are sold or kept for sale for financial gain;

### **Part 2 – Application**

2.1 Every *operator* of a *pet shop* which is located on a *lot* within the *municipal boundary* shall be subject to the applicable provisions within this Schedule.

### **Part 3 – Licence Provisions**

3.1 For each *lot* where a *pet shop* is located, the *operator* thereof shall obtain a separate *licence* pursuant to this Schedule.

#### **Expiry**

3.2 Every *licence* granted pursuant to this Schedule shall expire 12 months after being granted.

#### **Application Criteria**

3.3 An *operator* of a *pet shop business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

- (1) full details and relevant contact information required on the said form;
- (2) the municipal address of the *lot* on which the proposed or existing *pet shop* to which the *application* pertains is located;
- (3) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance in accordance with Section 4.12 of this By-law;
- (4) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code*, *Controlled Drugs and Substances Act*, or any other applicable law;
- (6) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver’s Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (7) where the *applicant* is a corporation, the *application* shall include:
  - (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a copy of its Articles of Incorporation;
- (8) where the *applicant* is a registered partnership, the *application* shall include:

- (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (9) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (10) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.4 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) all items listed in Sections 3.3 (1) to 3.3 (4);
  - (2) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.5 Every *operator* of a *pet shop business* to which a *licence* has been granted shall notify the *Licence Issuer* once the *pet shop* is ready to be inspected by an *Officer*.
- 3.6 No *operator* of a *pet shop business* shall cause or permit their *pet shop* to operate unless an inspection is completed by an *Officer* and they are of the opinion that the provisions of this Schedule will be complied with.
- 3.7 Every *operator* shall ensure that a copy of the *licence* granted for the *pet shop business* is displayed in a manner that is clearly visible to any *person* attending the *pet shop*.

#### **Part 4 – Sources of Cats and Dogs**

- 4.1 Every *operator* of a *pet shop business* shall obtain cats and dogs from only the following sources:
- (1) municipal animal shelters; or
  - (2) registered humane societies.
- 4.2 Every *operator* of a *pet shop business* shall post on-premises and through electronic means where available, the source(s) of the cats and dogs being offered for sale by the *pet shop*.

#### **Part 5 – Operator Requirements**

- 5.1 Every *operator* of a *pet shop business* shall:
- (1) at all times maintain the *pet shop* in a sanitary, well ventilated, clean condition and free from offensive odours;

- (2) keep all *animals* in sanitary, well-bedded, well-lighted, clean quarters and at a temperature appropriate for the health requirements of the species of *animals* housed therein;
- (3) locate all cages, tanks, containers or other enclosures in which *animals* are housed in such a way as to provide maximum comfort to satisfy the known and established needs for the particular species so housed and shall be provided with safeguards to prevent extreme environmental changes;
- (4) prevent undue physical contact with the *animals* by the general public;
- (5) where the quarters used for the housing of any *animal* form part of or are physically attached to a building used for human habitation or to which the public have access, ensure such quarters has a concrete or other impermeable floor with a drain opening hooked to a sanitary system, and such floor shall be thoroughly cleaned and washed with water at least once each day, or more often than once if necessary to keep the said floor clean;
- (6) ensure every cage or other container used for the keeping or housing of any *animal*:
  - (a) is of adequate size to permit any such *animal* to:
    - (i) turn around easily;
    - (ii) stand normally to its full height;
    - (iii) lie down in a fully extended position; and
    - (iv) extend its legs and body to their full natural extent;
  - (c) has a floor of either solid or wire mesh construction or any combination thereof, provided that:
    - (i) all spaces in wire mesh shall be smaller than the pads of the foot of any *animal* confined therein;
    - (ii) any such wire mesh shall be of a thickness and design adequate to prevent injury to any such *animal*; and
    - (iii) such floor shall be of sufficient strength to support the weight of any such *animal*.
  - (d) is equipped receptacles for food and for water, so mounted or situated that they cannot be easily overturned or contaminated.
- (7) provide potable water to every *animal* in sufficient quantity;
- (8) provide food in accordance with the particular food requirements of each type or species of *animal*;
- (9) ensure lighting in the *pet shop* is sufficient to permit observation of all *animals*;
- (10) at all times provide litter pans containing clean litter for kittens and cats; and
- (11) make available within the *pet shop*, an exercise area and separate suitable area that permits segregation of *animals* which require special observation or attention.

5.2 No *operator* of a *pet shop business* shall cause or permit:

- (1) any *animal* prohibited in accordance with the *Animal Care and Control By-law* to be kept or offered for sale;
- (2) any diseased *animal* to be displayed or offered for sale;
- (3) any *animal* to be offered for sale before its normal weaning age;
- (4) *animals* to be kept in crowded cages, containers or quarters; or
- (5) incompatible *animals* to be confined or displayed in the same cage.

## Personnel

5.3 Every *operator* of a *pet shop business* shall

- (1) ensure that all *persons* responsible for the care, feeding or cleaning of *animals* are adequately trained in the handling and care of all such *animals*;
- (2) keep posted in a conspicuous place for employees, instructions issued to all personnel for the cleaning, care and feeding of the *animals* in the *pet shop*; and
- (3) provide for sufficient number of employees to provide for the care of *animals* and maintenance of the *pet shop* during normal business hours.

## Care of Sick Animals

- 5.4 Every *operator* of a *pet shop business* shall:
- (1) retain the services of a consulting veterinarian with the name and telephone number posted in a conspicuous place easily accessible to all personnel in the *pet shop*;
  - (2) ensure any *animal* indicating signs of sickness or disease is immediately examined and appropriately treated by a veterinarian or other qualified *person* experienced in the care and treatment of the species concerned;
  - (3) keep any *animal* described in Subsection 5.4 (1) in a quarantine area, separate from all other *animals* until such illness has been cured; and
  - (4) properly and lawfully dispose of any deceased *animal*.

## **Part 6: Records**

- 6.1 Every *operator* of a *pet shop business* shall keep and maintain a register of all *animal* sales and purchases containing the following information entered at the time the *animals* come into the possession of the *pet shop*:
- (1) name and address of the source from which the *animals* were purchased or otherwise obtained;
  - (2) date of purchase or other acquisition;
  - (3) description of each *animal* including sex, age and breed if applicable; and
  - (4) medical record of each *animal*.
- 6.2 Every *operator* shall provide a receipt containing the information listed in 6.1 to each *person* who purchases an *animal* from the *pet shop*.
- 6.3 Every operator shall keep and maintain a register of all animals sold by the pet shop containing the following information:
- (1) date of sale;
  - (2) description of each *animal* including sex, age and breed if applicable; and
  - (3) name, address and telephone number to whom the *animal* was sold.
- 6.4 Every *operator* shall ensure that the recorded information referred to in Sections 6.1 and 6.3 is retained for a minimum of 12 months from the date the record is created.

## Schedule E – Food and Refreshment Vehicle Business

### **Part 1 – Definitions**

1.1 In this Schedule:

“*Attendant*” means any individual who, in respect of a *food and refreshment vehicle business*, prepares, apportions or serves *consumable goods* from a *food and refreshment vehicle* or drives such *vehicle*;

“*Consumable goods*” means ice cream, frozen confections, food, drinks or similar refreshments;

“*Food and refreshment vehicle*” means a *mobile food and refreshment vehicle*, a *stationary food and refreshment vehicle* and a *special event food and refreshment vehicle*;

“*Food and refreshment vehicle business*” means a *business* where a *food and refreshment vehicle* is used for the sale or other provision of *consumable goods* for financial gain;

“*Mobile food and refreshment vehicle*” means a *vehicle* from which *consumable goods* are prepared, apportioned or otherwise served but which is transient at any given location and shall not include any *vehicle* used solely for the delivery of *consumable goods*;

“*Special event*” means a sporadic and temporary community, social, familial, cultural, recreational, educational or similar gathering which is sanctioned by the *Licence Issuer*;

“*Special event food and refreshment vehicle*” means a *vehicle* from which *consumable goods* are prepared, apportioned or otherwise served while at a *special event*;

“*Stationary food and refreshment vehicle*” means a *vehicle* from which *consumable goods* are prepared, apportioned or otherwise served and which is stationary in a fixed location.

### **Part 2 – Application**

2.1 Where any *food and refreshment vehicle* is used within the *municipal boundary* to prepare, apportion or serve *consumable goods* in respect of a *food and refreshment vehicle business*, the *operator* of such *business*, *owner* of the *food and refreshment vehicle* and any *attendant* who uses the *vehicle* shall be subject to the applicable provisions within this Schedule.

### **Part 3 – Licence Provisions**

3.1 Pursuant to this Schedule, every *operator* of a *food and refreshment vehicle business* and *attendant* shall be required to obtain a *licence* and an *owner* shall be required to obtain a separate *licence* for each of their *food and refreshment vehicles*.

3.2 No *operator* shall cause or permit any individual to act in respect of their *food and refreshment vehicle business* as an *attendant* unless the individual is *licensed* as such pursuant to this Schedule.

3.3 Every *operator* that will also be working as an *attendant* for their *food and refreshment vehicle business* shall not be required to pay the fees applicable to the *attendant licence*.

3.4 Every *operator* of a *food and refreshment vehicle business* shall ensure that a copy of the *licence* granted to them, pursuant to this Schedule, is kept in the *food and refreshment vehicle* and made available for inspection upon request by any *person*.

### **Expiry**

3.5 Every *operator licence* granted pursuant to this Schedule shall expire 24 months after being granted.

3.6 Every *owner licence* granted pursuant to this Schedule shall expire 12 months after being granted.

3.7 Every *attendant licence* granted pursuant to this Schedule shall expire annually on the *applicant's* birthday except where the *applicant's* birthday is February 29<sup>th</sup>, the expiry date for such *licence* shall be February 28<sup>th</sup> for licensing purposes only.

## Application Criteria

- 3.8 An operator of a food and refreshment vehicle business shall submit an application for a licence to the Licence Issuer on the form prescribed by the Town which shall only be deemed to be complete and ready for review by the Licence Issuer if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a list of all food and refreshment vehicles that will be engaged in the food and refreshment vehicle business;
  - (3) in the form of a Certificate of Insurance which shall include proof that the operator is insured with Commercial General Liability Insurance and Non-Owned Automobile Liability Insurance each in accordance with Section 4.12 of this By-law;
  - (4) a statement describing, to the satisfaction of the Licence Issuer, the nature of any charges pending against the applicant pursuant to this or any other Town By-law, the Criminal Code, Controlled Drugs and Substances Act, Highway Traffic Act or any other applicable law;
  - (5) where the applicant is a sole-proprietor, the application shall include:
    - (a) a photo of the applicant taken by the Licence Issuer;
    - (b) proof that the applicant is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
    - (c) a Criminal Record Check from the Police Services in whose jurisdiction the applicant resides, dated within 60 days of the application;
    - (d) proof that the applicant is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
    - (e) a Master Business Licence shall be required if the business will operate under any name other than that of the sole-proprietor;
  - (6) where the applicant is a corporation, the application shall include:
    - (a) a Master Business Licence if the corporation is to operate under any name other than its corporate name; and
    - (b) a copy of its Articles of Incorporation;
  - (7) where the applicant is a registered partnership, the application shall include:
    - (a) a copy of the registered declaration of partnership; and
    - (b) a Master Business Licence if the registered partnership is operating under a separate name;
  - (8) where the operator intends to use any stationary food and refreshment vehicle for their food and refreshment vehicle business, for each such vehicle the application shall include:
    - (a) the municipal address where the vehicle will be placed;
    - (b) a site map which, to the satisfaction of the Licence Issuer, displays the proposed location where the vehicle will be placed; and
    - (c) a consent letter, in a form prescribed by the Town, from the landowner of the lot on which the vehicle will be placed;
  - (9) payment of the applicable fee as outlined in the Town's Fees By-law; and
  - (10) any other information or material deemed necessary by the Licence Issuer to evaluate the application.
- 3.9 To renew a licence, an operator shall submit an application to the Licence Issuer on the form prescribed by the Town which shall only be deemed to be complete and ready for review by the Licence Issuer if it includes:
- (1) all items listed in Sections 3.8 (1) to 3.8 (4);
  - (2) where the applicant is a sole-proprietor, the application shall include:
    - (a) a photo of the applicant taken by the Licence Issuer;
    - (b) a Criminal Record Check from the Police Services in whose jurisdiction the applicant resides, dated within 60 days of the application; and
    - (b) a Master Business Licence if the one filed with the Licence Issuer has expired or if the operating name of the business has changed;



- (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.10 An *attendant* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a letter from a *licensed operator* confirming that the *applicant* will be employed in respect of their *food and refreshment vehicle business*;
  - (3) a photo of the *applicant* taken by the *Licence Issuer*;
  - (4) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (5) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (6) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (7) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government;
  - (8) where the *applicant* will drive a *mobile food and refreshment vehicle*, the *application* shall include:
    - (a) their valid Provincial Driver's Licence with a minimum Class G; and
    - (b) an Ontario Ministry of Transportation Driver Abstract for the *applicant* dated within 60 days of the *application*;
  - (9) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (10) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.11 To renew a *licence*, an *attendant* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes the items listed in Section 3.10, with the exception of items (4) and (7).
- 3.12 An *owner* of a *food and refreshment vehicle* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a letter from a *licensed operator* confirming that the *owner's food and refreshment vehicle* will be used in respect of their *food and refreshment vehicle business*;
  - (3) in the form of a Certificate of Insurance, proof that their *food and refreshment vehicle* is insured with Standard Form Automobile Liability Insurance in accordance with Section 4.12 of this By-law;

- (4) where the *vehicle* to which the *application* pertains contains propane or other hydrocarbon fuel fired cooking appliances or fuel storage associated thereto, an Annual Inspection Certificate provided by a certified gas technician on the form as prescribed by the Technical Standards & Safety Authority;
  - (5) written approval from the Region of Peel Public Health, or other board of health pursuant to the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, that the *food and refreshment vehicle* meets applicable health and safety standards;
  - (6) where the *application* pertains to a *mobile food and refreshment vehicle* the following shall be included for such *vehicle*:
    - (a) the *vehicle* permit issued pursuant to the *Highway Traffic Act*; and
    - (b) a valid Safety Standards Certificate or Annual Inspection Certificate;
  - (7) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (8) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.13 To renew a *licence*, an *owner* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes all the items listed in Section 3.12.
- 3.14 A *licence* in respect of an *owner* shall only be granted where an inspection of their *food and refreshment vehicle* is completed by an *Officer*, and agent on behalf thereof as necessary, and they are of the opinion that the provisions of this Schedule will be complied with.

#### **Part 4 – Attendant Conduct**

- 4.1 While working in respect of a *food and refreshment vehicle business*, every *attendant* shall:
- (1) keep their *licence*, granted pursuant to this Schedule, with them at all times;
  - (2) remain in a sanitary state by wearing clean clothes and having clean hands;
  - (3) refuse to serve any individual standing in a roadway;
  - (4) clean up any debris, refuse or garbage in the immediate vicinity of a serving location which results from the operation of their *food and refreshment vehicle*; and
  - (5) prior to leaving any serving location with a *mobile food and refreshment vehicle*, walk around the entire exterior of such *vehicle* and, if applicable, use its mirror system to ensure that no pedestrians remain nearby.
- 4.2 No *attendant* shall cause or permit their *mobile food and refreshment vehicle* to be stopped or parked for the purposes of preparing, apportioning or serving *consumable goods*:
- (1) within a *Town* park or on any other *Town lot* unless written permission is provided by the *Town*;
  - (2) at any specific location for more than 30 minutes at a time;
  - (3) at any location where such *vehicle* was previously stopped or parked within the last 2 hours;
  - (4) between the hours of 10:00 p.m. and 9:00 a.m.;
  - (5) less than 30 metres from any intersection; or
  - (6) within 100 metres of a *lot* on which a public or private school is located between the hours of 9:00 a.m. and 5:00 p.m. on any school day.

#### **Part 5 – Mobile Food and Refreshment Vehicles**

- 5.1 No *operator* shall cause or permit any *mobile food and refreshment vehicle* that is a *motor vehicle* to be used for their *food and refreshment vehicle business* unless it is equipped with a device in working order that creates an audible warning when the *vehicle* is placed in reverse gear.

## **Part 6 – Stationary Food and Refreshment Vehicles**

- 6.1 Every *operator* shall ensure that, where a *stationary food and refreshment vehicle* is used in respect of their *food and refreshment vehicle business*, it is placed only in the location permitted in accordance with the *site map* approved by the *Licence Issuer* for such *vehicle*.
- 6.2 No *operator* shall cause or permit any *stationary food and refreshment vehicle* used for their *food and refreshment vehicle business* to be located:
- (1) on any *lot* owned by a *public authority* unless approval has been granted by such *public authority*;
  - (2) within 8 metres of any *vehicular* entrance to a *lot*; or
  - (3) in a manner which may obstruct the flow or visibility of *vehicular* or pedestrian traffic.

## **Part 7 – Food and Refreshment Vehicles**

### **Condition and Equipment**

- 7.1 Every *operator* of a *food and refreshment vehicle business* shall ensure that:
- (1) any *food and refreshment vehicle* used in respect of their *business*:
    - (a) is kept in good repair and free from exterior body damage with a well-maintained exterior paint or similar finish;
    - (b) includes a “K” Class portable fire extinguisher if such *vehicle* has a deep fat fryer, range, griddle, char-broiler or other similar cooking equipment; and
    - (c) has a recycling bin and a container for refuse which includes a self-closing lid;
  - (2) all equipment and items used in respect of their *food and refreshment vehicle* for the preparation or apportionment of *consumable goods* are:
    - (a) kept in a clean and sanitary condition at all times; and
    - (b) maintained in good repair.

### **Menu and Pricing**

- 7.2 Unless otherwise approved by the *Licence Issuer*, every *operator* of a *food and refreshment vehicle business* shall ensure that on the exterior of any *food and refreshment vehicle* used for their *business* is placed a clearly legible sign which identifies the *consumable goods* for sale and the prices thereof.

### **Location**

- 7.3 No *operator* shall cause or permit any *food and refreshment vehicle* used in respect of their *food and refreshment vehicle business* to be located within 3 metres of any building, wall or other combustible structure if such *vehicle* contains propane or other hydrocarbon fuel fired cooking appliances.

### **Plate Provisions**

- 7.4 Every *owner* of a *food and refreshment vehicle* used in respect of a *food and refreshment vehicle business* shall ensure that:
- (1) any *plate* granted to them pursuant to this Schedule is affixed only to the *vehicle* for which it was granted and in a location approved by the *Licence Issuer*; and
  - (2) any *renewal decal* granted to them pursuant to this Schedule is only affixed to the *plate* for which it was granted.
- 7.5 No *operator* shall cause or permit a *food and refreshment vehicle* to be used in respect of their *food and refreshment vehicle business* unless it has affixed to it a *plate* with a *renewal decal* attached thereon which has not expired.

## **Part 8 – Special Event Food and Refreshment Vehicles**

- 8.1 Notwithstanding Part 3 of this Schedule and subject to Section 8.4, for each *special event food and refreshment vehicle* which is not otherwise *licensed* as a *food and refreshment vehicle*, only the *operator* of the *food and refreshment vehicle business* in respect of which

such *vehicle* is used shall be required to obtain a *licence* which shall only be valid for the duration of the *special event*.

- 8.2 For the *licence* described in Section 8.1, an *operator* of a *food and refreshment vehicle business* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) in the form of a Certificate of Insurance which shall include the *Town* as an additional insured, proof that the *operator* is insured with Commercial General Liability Insurance and Non-Owned Automobile Liability Insurance and proof that the *special event food and refreshment vehicle* is insured with Standard Form Automobile Liability Insurance each in accordance with Section 4.12 of this By-law;
  - (3) where the *vehicle* to which the *application* pertains contains propane or other hydrocarbon fuel fired cooking appliances or fuel storage associated thereto, an Annual Inspection Certificate provided by a certified gas technician on the form as prescribed by the Technical Standards & Safety Authority;
  - (4) written approval from the Region of Peel Public Health, or other board of health pursuant to the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, that the *food and refreshment vehicle* meets applicable health and safety standards;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 8.3 Sections 4.1 (1), 4.1 (3), 7.4 and 7.5 shall not apply in respect of a *special event food and refreshment vehicle*.
- 8.4 Where a *special event food and refreshment vehicle* which is not otherwise *licensed* is used at more than 3 *special events* within one calendar year, in place of Section 8.1 herein, all *licensing* requirements pursuant to Part 3 of this Schedule shall apply.

## Schedule F – Tow Truck Business

### Part 1 – Definitions

1.1 In this Schedule:

“*Authorization form*” means the form, as prescribed by the *Town*, used for a *hirer* to officially authorize the provision of services;

“*Collision*” means where a *vehicle* has contacted another *vehicle*, struck an object, was struck by an object or has turned over and in all such cases received damage;

“*Driver*” means any individual who, in respect of a *tow truck business*, operates a *tow truck* or provides *roadside services*;

“*Drop or administration fee*” means a fee, commission, gift or any other consideration which is in addition to the amount authorized to be charged under a Schedule of Rates;

“*Gross vehicle weight rating*” means the maximum total rated capacity of a *motor vehicle*, as rated by the chassis manufacturer specification stamp on such *vehicle*;

“*Gross weight*” means the combined weight of *vehicle* and load;

“*Hire*” means a *person* whose name appears on the plate portion of a *vehicle* permit issued pursuant to the *Highway Traffic Act*, or an authorized *person* on behalf thereof, who has hired or seeks to hire services for that *motor vehicle*;

“*Platform carrier*” means together any *motor vehicle* and flat bed, float or similar platform body attached to or drawn by it which is used to convey or otherwise move *motor vehicles*;

“*Registered gross weight*” means the weight for which a *vehicle* permit, pursuant to the *Highway Traffic Act*, has been issued;

“*Roadside service*” means emergency or roadside services including but not limited to unlocking a *vehicle*, changing a tire, boosting a *vehicle* battery or delivering gasoline;

“*Tow sling*” means a device used for lifting and towing *motor vehicles* with a partial load supported on rubber or similar belts;

“*Tow truck*” means any *motor vehicle*, including a *platform carrier*, used for the purposes of towing, conveying or otherwise moving other *motor vehicles*;

“*Tow truck business*” means a *business* where, for financial gain, *roadside services* are provided or a *tow truck* is used for the provision of services involving the towing, conveying or otherwise moving of a *motor vehicle*;

“*Underlift*” means a device used for towing *motor vehicles* by lifting one end of the towed *motor vehicle* from under its axle or structural frame;

“*Wheel lift*” means a device used for towing *motor vehicles* by lifting one end of the towed *motor vehicle* by the wheels;

“*Work order*” means any form, order, written approval or any other document that, when signed by a *hirer*, provides authorization to any *person* to carry out work to a *vehicle*, including but not limited to maintenance or repairs, but shall not include an *authorization form*;

“*Wrecker body*” means a manufacturer’s wrecker unit which is designed to be attached to the frame of a cab and chassis and used with an *underlift*, *tow sling*, *wheel lift* or similar winching or hoisting device and which is maintained in a manner to ensure safe lifting and conveying of a *motor vehicle* to be towed.

### Part 2 – Application

2.1 Every *operator* of a *tow truck business*, *owner* and *driver* shall be subject to the applicable provisions pursuant to this Schedule if they, directly or indirectly, are hired, seek to be hired or hold themselves out by actions, words or otherwise as being available for hire for the purposes of:

- (1) towing, conveying or otherwise moving a *motor vehicle* from a point within the *municipal boundary* to either a point also within such boundary or to any point beyond;  
or
- (2) providing *roadside service* within the *municipal boundary*.

2.3 In the absence of evidence to the contrary, any towing, conveying or other moving of a *motor vehicle* by a *tow truck* will be deemed to have originated within the *municipal boundary*.

### **Part 3 – Licence Provisions**

- 3.1 Pursuant to this Schedule, every *operator* of a *tow truck business* and *driver* shall be required to obtain a *licence* and an *owner* shall be required to obtain a separate *licence* for each of their *tow trucks*.
- 3.2 No *operator* shall cause or permit any individual to act in respect of their *tow truck business* as a *driver* unless the individual is *licensed* as such pursuant to this Schedule.
- 3.3 No *licence* shall be granted to a *driver* or an *owner* of a *tow truck* unless the *operator* of the *tow truck business* in respect of which they intend to be engaged holds a valid *licence* for that term.
- 3.4 No *driver* shall commence to tow, convey, move or in any way lift, hook or connect a *motor vehicle* to a *tow truck* or provide any *roadside service* unless the *operator* of the *tow truck business* in respect of which they intend to be engaged holds a valid *licence* for that term.

### **Expiry**

- 3.5 Every *operator* and *owner licence* granted pursuant to this Schedule shall expire 12 months after being granted.
- 3.6 Every *driver licence* granted pursuant to this Schedule shall expire annually on the *applicant's* birthday except where:
  - (1) the *applicant* has applied for and has been granted a *licence* for a 2 year term, such *licence* shall expire on the *applicant's* birthday in 2 years; or
  - (2) the *applicant's* birthday is February 29<sup>th</sup>, the expiry date for such *licence* shall be February 28<sup>th</sup> for licensing purposes only.

### **Application Criteria**

- 3.7 An *operator* of a *tow truck business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
  - (1) full details and relevant contact information required on the said form;
  - (2) a declaration affirming whether the *operator* has any interest, directly or indirectly, in any building, yard or place used for the storage or impounding of *vehicles* or in any *business* that involves the storage, repair or servicing of *vehicles* and, where any interest exists, full information as to the location, type of facilities, nature and extent of the interest shall be disclosed;
  - (3) a Schedule of Rates for the *operator's tow truck business*;
  - (4) an Ontario Ministry of Transportation Level 1 CVOR Abstract for the *operator*;
  - (5) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance and Standard Form Ontario Garage Automobile Insurance each in accordance with Section 4.12 of this By-law;
  - (6) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (7) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian

- Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
- (c) a Vulnerable Sector Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (8) where the *applicant* is a corporation, the *application* shall include:
- (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a copy of its Articles of Incorporation;
- (9) where the *applicant* is a registered partnership, the *application* shall include:
- (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (10) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (11) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.8 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) all items listed in Sections 3.7 (1) to 3.7 (6);
  - (2) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) a Vulnerable Sector Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.9 A *driver* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a letter from a *licensed operator* confirming that the *applicant* will be employed in respect of their *tow truck business*;
  - (3) a photo of the *applicant* taken by the *Licence Issuer*;
  - (4) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;

- (5) a Vulnerable Sector Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (6) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (7) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government;
  - (8) a declaration identifying whether the *applicant* will drive a *tow truck* with a *gross weight* or *registered gross weight* exceeding 11,000 kg;
  - (9) the *applicant's* valid Provincial Driver's Licence with a minimum Class G or, where the *applicant* will drive a *tow truck* with a *gross weight* or *registered gross weight* exceeding 11,000 kg, a Class D, A or other appropriate Provincial Driver's Licence is required;
  - (10) an Ontario Ministry of Transportation Driver Abstract for the *applicant* dated within 60 days of the *application*;
  - (11) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (12) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.10 To renew a *licence*, a *driver* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes the items listed in Section 3.9, with the exception of items (4) and (7).
- 3.11 An *owner* of a *tow truck* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) full details and relevant contact information required on the said form;
  - (2) a letter from a *licensed operator* confirming that the *owner's tow truck* will be used in respect of their *tow truck business*;
  - (3) in the form of a Certificate of Insurance, proof that their *tow truck* is insured with Standard Form Automobile Liability Insurance in accordance with Section 4.12 of this *By-law*;
  - (4) the *vehicle* permit issued pursuant to the *Highway Traffic Act* including such permit for a flat bed, float or similar platform body in the case of a *platform carrier*;
  - (5) valid Safety Standards Certificates or Annual Inspection Certificates for the *tow truck*;
  - (6) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (7) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.12 To renew a *licence*, an *owner* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes all the items listed in Section 3.11.
- 3.13 No flat bed, float or similar platform body shall be used with any *motor vehicle* as part of a *platform carrier* other than the *motor vehicle* as indicated by the applicable *application* submitted to the *Licence Issuer*.

#### **Part 4 – Operator, Owner and Driver Conduct**

##### **Operator Requirements**

- 4.1 Every *operator* of a *tow truck business* shall ensure that a copy of the *licence* granted to them, pursuant to this Schedule, is kept at their primary office location and made available for inspection upon request by any *person*.
- 4.2 Every *operator* of a *tow truck business* shall ensure that payment by common credit card is accepted for services rendered by their *business*.



## Owner Requirements

- 4.3 Every *owner* of a *tow truck* used in respect of a *tow truck business* shall ensure that:
- (1) written notice is provided to the *Licence Issuer* prior to possession or control of such *tow truck* being given, for a period greater than 1 day, to any *person* using it other than for the *tow truck business* identified by the *owner* pursuant to Subsection 3.9 (2); and
  - (2) the *Licence Issuer* is provided with written notice within 7 days of the sale or other disposition of such *tow truck*.

## Driver Requirements

- 4.4 While working in respect of a *tow truck business*, every *driver* shall:
- (1) at all times keep with them the appropriate *licence* granted to them by the *Licence Issuer*;
  - (2) be properly dressed with attire including:
    - (a) a high visibility florescent safety vest or jacket worn on their upper torso;
    - (b) pants with a silver reflective stripe down the side of each leg or a silver reflective band encircling each leg;
    - (c) CSA approved footwear which shall provide both sole and toe protection; and
    - (d) an identification badge showing the *driver's* first and last name;
  - (3) be civil and behave courteously;
  - (4) when towing or otherwise conveying a *motor vehicle*, drive their *tow truck* by the most direct route and in the most expeditious manner to the destination requested by the *hirer*;
  - (5) with the exception of a load dumped during a *collision* and to the satisfaction of a *Police Officer* if present, clean up from the roadway or highway any debris, fragments of glass, *vehicle* parts, fluids or other materials which may pose a danger to the public prior to towing or conveying any *motor vehicle* from or leaving a scene;
  - (6) at both the beginning and end of each shift, examine their *tow truck* and its equipment for mechanical defects, interior and exterior damage and any other safety concerns and immediately report any issues to the *operator* of the *tow truck business* for which such *tow truck* is used;
  - (7) within 3 days of providing any service for which an *authorization form* is required pursuant to this Schedule, file such form with the *operator* of the *tow truck business* on behalf of which the service was performed;
  - (8) to any *hirer* to whom they provide services, disclose if they are receiving any financial incentive for towing, conveying or otherwise moving a *motor vehicle* to a particular salvage yard, body shop, storage yard, pound facility or any other place; and
  - (9) at all times while working as a *driver*, have available and produce upon the request of an *Officer* or *Police Officer*, a valid *licence* issued to the *driver* by the *Licence Issuer*;
- 4.5 No *driver* shall commence to tow, convey, move or in any way lift, hook or connect a *motor vehicle* to a *tow truck* or provide any *roadside service* in respect of a *tow truck business* unless permission is received from a:
- (1) *hirer* from whom such permission shall only be deemed to be given where the *driver* first complies fully with Sections 6.1 and 6.2; or
  - (2) *Officer*, *Police Officer*, a member of a municipal Fire Department or any *person* authorized by law to direct the removal of the *motor vehicle* from private or public property.
- 4.6 No *driver* shall conduct any towing, conveying or drive a *tow truck* without possessing the appropriate Class of Driver's Licence for such activity issued by the Province of Ontario pursuant to the *Highway Traffic Act*.
- 4.7 No *driver* shall cause or permit:
- (1) a *hirer's motor vehicle* to be towed, conveyed or otherwise moved outside the *municipal boundary* unless requested by such *hirer* or any *Police Officer*, member of a municipal Fire Department or *Officer*, or

(2) any *person* to occupy a *motor vehicle* while it is connected to a *tow truck*.

### Operator and Driver Requirements

4.8 Every *operator* of a *tow truck business* and *driver* shall ensure that:

- (1) due care is exercised for of all *motor vehicles* and other property entrusted or delivered to them; and
- (2) all reasonable instructions from a *hirer* are complied with.

4.9 No *operator* of a *tow truck business* or *driver* shall cause or permit any:

- (1) interference with a contract for the hiring of a *tow truck* or provision of *roadside service* where a *person* has hired or has indicated an intention to hire a party;
- (2) *work orders* to be kept in a *tow truck* or provided to a *hirer*;
- (3) *person* to be induced, pressured or otherwise influenced by way of suggestion or recommendation to sign or agree to a *work order* or agree to any work related to their *motor vehicle*;
- (4) *person* to be induced to employ a *tow truck* or hire any *roadside services* through the use of false representations, including but not limited to, representations regarding the location of or distance to any place, or any other matter;
- (5) implication or representation to be made that an *operator* of a *tow truck business*, *owner* of a *tow truck*, *driver* or other *person* has the endorsement of the *Town*, the Ontario Provincial Police or any other *public authority*, with the exception of where written permission is provided therefrom which shall be filed with the *Licence Issuer*;
- (6) suggestion or recommendation to be made to a *hirer* that their *motor vehicle* be towed, conveyed or otherwise delivered to a particular salvage yard, body shop, storage yard, pound facility or any other place unless such advice has been requested by the *hirer*;
- (7) *hirer* to be charged money as a result of:
  - (a) defects, inefficiency or breakdown of a *tow truck* or its equipment; or
  - (b) the incompetence of any *person* acting in respect of such *tow truck business*;
- (8) demand or request for payment to be made other than in accordance with the applicable Schedule of Rates filed with the *Licence Issuer*;
- (9) *drop or administration fee* to be demanded, requested or received for the towing, conveying or moving of a *vehicle* or for any *roadside service*; or
- (10) *hirer's motor vehicle* to be towed, conveyed or otherwise moved to a location other than that requested by such *hirer*.

### Roadside and Collision Scenes

4.10 Unless summoned by a *hirer* or *Police Officer*, no *driver* shall stop or park their *tow truck* or personally approach within 200 metres of any *Police Officer*, member of a municipal Fire Department or Ambulance Service who is engaged at a roadside scene not involving a *collision*.

4.11 No *driver* shall stop or park their *tow truck* within 200 metres of a *motor vehicle* involved in a *collision*, with the exception of where:

- (1) the *driver* has been summoned by a *hirer* or *Police Officer*; or
- (2) there are fewer *tow trucks* operated by *drivers* at the scene than *vehicles* requiring the services of a *tow truck*.

4.12 No *driver* who is within 200 metres of a *motor vehicle* involved in a *collision* shall seek out or approach a *hirer* without first being requested to do so by a *Police Officer* or unless such *hirer* initiates interaction.

4.13 No *person* within 200 metres of a *motor vehicle* involved in a *collision* shall interfere with or obstruct:

- (1) a *hirer* or any *person* involved in a *collision*;

- (2) emergency personnel responding to a *collision*, including but not limited to, *Officers, Police Officers* and any member of a municipal Fire Department or Ambulance Service; or
  - (3) any *driver* permitted to attend such *collision* in accordance with Section 4.11.
- 4.14 Where an *Officer, Police Officer* or a member of a municipal Fire Department requests that a *person* leave a scene, such *person* shall immediately depart and shall not remain within 200 metres of any *motor vehicle* involved in the *collision*.
- 4.15 Where an investigation is required to be made by a *Police Officer* as a result of a *collision*, no *driver* or any *person* on behalf thereof shall handle or in any way interact with a *vehicle* involved in the *collision*, remove a *vehicle* from the vicinity of the *collision* or otherwise disturb the scene until the *Police Officer* has finished their investigation and has confirmed that the *vehicle* to be towed, conveyed or otherwise moved is no longer required.

### **Passengers**

- 4.16 No *driver* shall cause or permit any *person* to be a passenger in their *tow truck* while working in respect of a *tow truck business* other than in accordance with the following requirements:
- (1) the passenger is a *hirer* who has procured the services of the *driver*;
  - (2) the passenger was an occupant of the *motor vehicle* belonging to the *hirer* described in Subsection 4.16 (1);
  - (3) where the *Licence Issuer* has granted a *person* their first *licence* to act as a *driver* pursuant to this Schedule, such individual is permitted to be a passenger in a *tow truck* for the purposes of training so long as they are:
    - (a) within the 30 day period commencing from the date their *licence* was granted; and
    - (b) not creating any nuisance, hindrance or disturbance while in the process of receiving such training.

### **Part 5 – Tow Truck Requirements**

#### **Condition**

- 5.1 Every *operator* shall ensure that any *tow truck* used in respect of their *tow truck business* is maintained:
- (1) to have a tidy and sanitary interior;
  - (2) with an exterior which is kept clean, free of any body damage and with a well maintained paint finish; and
  - (3) so that its equipment is at all times kept in good repair and free of mechanical defects.
- 5.2 No *operator* shall cause or permit any *tow truck* to be used in respect of their *tow truck business* which has a *gross vehicle weight rating* of less than 4,536 kg.
- 5.3 With the exception of a *tow truck* which is a *platform carrier*, every *operator* shall ensure that any *tow truck* used in respect of their *tow truck business* has a *wrecker body* approved by the *Licence Issuer*.

#### **Identification**

- 5.4 Every *operator* shall ensure that any *tow truck* used in respect of their *tow truck business* has attached or painted on both sides, in a location close to the middle of its body, a single:
- (1) operating name of the *tow truck business* in accordance with the following requirements:
    - (a) where the *operator* is a corporation, the name of such corporation as it appears on its Articles of Incorporation or the business name as it appears on a valid *Master Business Licence* issued to such corporation, shall only be permitted; or
    - (b) where the *operator* is not a corporation, the business name as it appears on a valid *Master Business Licence* issued to such *business* shall be permitted;
  - (2) number in accordance with the following:

- (a) where the *operator* is a corporation, the corporation number as it appears on its Articles of Incorporation shall be permitted; or
- (b) where the *operator* is not a corporation, the business name registration number as it appears on a valid *Master Business Licence* issued to such *business* shall be permitted.

5.5 Every *operator* of a *tow truck business* shall ensure that the name and number required on their *tow truck* pursuant to Section 5.4 are:

- (1) no less than 8 centimetres in height; and
- (2) of a contrasting colour to the background on which they are placed.

5.6 No *operator* shall cause or permit any *tow truck* used in respect of their *tow truck business* to have on it any designs, markings or other content which may be misleading in any way.

5.7 No *owner* of a *tow truck* shall cause or permit such *motor vehicle* to be associated with more than 1 *tow truck business* at a time.

### **Plate and Renewal Decal**

5.8 Every *owner* of a *tow truck* used in respect of a *tow truck business* shall ensure that:

- (1) any *plate* granted to them pursuant to this Schedule is affixed only to the *motor vehicle* for which it was granted and in a location approved by the *Licence Issuer*; and
- (2) any *renewal decal* granted to them pursuant to this Schedule is only affixed to the *plate* for which it was granted.

5.9 No *operator* shall cause or permit a *tow truck* to be used in respect of their *tow truck business* unless it has affixed to it a *plate* with a *renewal decal* attached thereon which has not expired.

5.10 Where a *plate* is defaced, destroyed or lost, the *owner* of the *tow truck* for which the *plate* was granted, shall obtain a replacement *plate* from the *Licence Issuer* and pay the applicable fee as outlined in the *Town's Fees By-law*.

5.11 Where an *owner's tow truck* will no longer be used in respect of any *tow truck business*, such *owner* shall immediately return the *plate* granted for the *tow truck* to the *Licence Issuer*.

### **Safety and Plate Removal**

5.12 No *person* shall, in respect of a *tow truck business*, operate a *tow truck* or any of its equipment if such *tow truck* or equipment is, or is suspected to be, mechanically defective, unsafe or dangerous.

5.13 Where a *tow truck* or any of its equipment is suspected of being mechanically defective, unsafe or dangerous by an *Officer, Police Officer*, licensed mechanic or by the *driver* of that *tow truck*, the *owner* of the *tow truck* or the *operator* in respect of whose *tow truck business* the *tow truck* is used shall immediately surrender the *plate* to the *Licence Issuer, Officer or Police Officer* and failing to do so any *Officer or Police Officer* may remove such *plate*.

5.14 Where a *plate* is surrendered in accordance with Section 5.13, such *plate* shall remain in the possession of the *Licence Issuer* until such time as a new valid Safety Standards Certificate or Annual Safety Certificate for the *tow truck*, for which the *plate* was returned, has been provided to the *Licence Issuer* and the *tow truck* has passed a re-inspection conducted by a *Officer*.

### **Required Equipment and Items**

5.15 Every *operator* shall ensure that any *tow truck* used in respect of their *tow truck business* has onboard at all times the following required items which shall be kept in a state of good repair:

- (1) a winching or hoisting device of sufficient capacity to safely lift the *motor vehicle* to be towed, conveyed or moved with the exception of where a float is used;

- (2) a *wheel lift, underlift* or *tow sling* maintained in a manner to ensure the safe lifting and moving of the *motor vehicle* to be towed, with the exception that a *platform carrier* shall not require a *wheel lift, underlift* or *tow sling*;
  - (3) at least two 2.27 kg chemical fire extinguishers, which shall be certified annually, having an effective total rating equivalent to at least 3A-40B, C;
  - (4) at least 2 tow safety chains having a minimum length of 2.7 metres each with links of at least 7.9375 millimetre steel and which include load limit tags or markings on the chains;
  - (5) an intermittent amber warning light system consisting of at least one light affixed to the top of the *vehicle* which would be clearly visible in all directions for a distance of least 100 metres;
  - (6) magnetic towing lights to be attached to the rear of a *motor vehicle* or trailer being towed to provide illumination and signal braking;
  - (7) a dolly, including tie-down straps with the exception that a *platform carrier* shall not require such equipment;
  - (8) absorbent material capable of absorbing and removing fluid spills from road surfaces;
  - (9) four reflective safety pylons which are at least 30 centimetres in height;
  - (10) flares or reflector kits including at least three warning reflectors;
  - (11) one device for securing the steering wheel of a *motor vehicle*;
  - (12) a crowbar/pry bar at least 150 centimetres in length;
  - (13) an audible reverse warning system;
  - (14) a general purpose first aid kit;
  - (15) at least two wheel blocks;
  - (16) wheel wrenches;
  - (17) booster cables;
  - (18) a flashlight;
  - (19) a broom;
  - (20) a shovel; and
  - (21) any other equipment or items as required by the *Highway Traffic Act*.
- 5.16 Every *operator* shall ensure that any *tow truck* used in respect of their *tow truck business* has kept within it at all times a copy of the Schedule of Rates most recently approved by the *Licence Issuer* for such *tow truck business*.
- 5.17 No *driver* shall use a *tow truck* unless it has onboard:
- (1) all of the items as set out in Subsections 5.15 (1) through (21); and
  - (2) a copy of the Schedule of Rates most recently approved by the *Licence Issuer* for the *tow truck business* in respect of which the *driver* is acting.

## **Part 6 – Services, Payment and Rates**

### **Authorization Form**

- 6.1 Upon offering any service in respect of a *tow truck business* to a *hirer*, every *driver* shall ensure that such *hirer* is immediately provided with:
- (1) a copy of the Schedule of Rates most recently approved by the *Licence Issuer* for such *tow truck business*;
  - (2) a detailed description, to the satisfaction of the *hirer*, of all the rates which would apply as a result of the *hirer's* request; and
  - (3) if applicable, a clear explanation that the *hirer* may be subject to additional storage fees charged by an impound or storage *business*.
- 6.2 Subsequent to being required to provide the information in accordance with Section 6.1, every *driver* shall ensure that an *authorization form* is issued to the *hirer* in accordance with the following requirements:

- (1) all applicable information shall be filled in on the *authorization form*;
  - (2) the filled in *authorization form* shall be signed by the *hirer* to acknowledge the request for services; and
  - (3) the *hirer* shall be provided with a copy of the filled in and signed *authorization form* for their keeping.
- 6.3 Every *driver* shall, within 3 days of providing any service for which an *authorization form* was required pursuant to this Schedule, file such form with the *operator* of the *tow truck business* on behalf of which the service was performed.
- 6.4 Every *operator* of a *tow truck business* shall ensure that all *authorization forms* which are provided to them, pursuant to Subsection 4.4 (7), are retained for a minimum of 6 months from the date of service as indicated on the form.
- 6.5 No *person* shall alter or amend the information on any copy of an *authorization form* which has been signed by a *hirer* unless such *hirer* has provided written consent.

### **Invoice and Payment**

- 6.6 Notwithstanding any other Section of this Schedule, where a *hirer* is provided an estimate of the cost for any service to be provided by a *driver*, and such estimate is lower than the amount prescribed by the applicable Schedule of Rates, no *person* shall charge any fee in excess of the estimate.
- 6.7 No *person* shall demand or request payment for any services rendered in respect of a *tow truck business* unless a written invoice in accordance with Section 6.8 has first been presented to the *hirer* for whom the services were provided.
- 6.8 Every *operator* shall ensure that any invoice issued to a *hirer* in respect of their *tow truck business* includes:
- (1) a unique and sequential invoice number;
  - (2) the date such invoice is issued;
  - (3) the name and contact information of such *operator*;
  - (4) the name of the *driver* responsible for providing the services to which the invoice pertains;
  - (5) the date and time that the work to which the invoice pertains was completed for the *hirer*;
  - (6) the *plate* number of the *tow truck* which was used to provide services;
  - (7) the name of the *hirer*;
  - (8) a description of the *hirer's motor vehicle* for which the work was performed including the make, model and Ontario Provincial licence plate number;
  - (9) if applicable, the locations where the towing or conveying of the *hirer's motor vehicle* commenced and ended;
  - (10) the location where any *roadside service* was performed for the *hirer*;
  - (11) where the *hirer's motor vehicle* is delivered to a pound facility or *vehicle* repair shop, the name, address and contact number of such facility or shop;
  - (12) an itemized list setting out all services provided to the *hirer* and the amounts charged for each service;
  - (13) the total fee to be collected; and
  - (14) notice that complaints may be filed with the local municipality where the towing commenced.
- 6.9 Every *operator* shall ensure that a copy of any invoice in respect of their *tow truck business*, which issued to a *hirer*, is retained for a minimum of 1 year from the date of issuance.

## Schedule of Rates

- 6.10 Every *operator* of a *tow truck business* shall file with the *Licence Issuer*, on the form prescribed by the *Town*, a Schedule of Rates which shall include those rates established by the *Licence Issuer* and any other rates to be charged by such *operator* for all services and such Schedule of Rates shall be subject to the approval of the *Licence Issuer* and may be made available to the public at any time.
- 6.11 No *operator* or *driver* shall cause or permit any rate or other fee to be charged in respect of their *tow truck business* unless in accordance with the Schedule of Rates most recently approved by the *Licence Issuer* for such *business*.
- 6.12 Where a Schedule of Rates is filed with the *Licence Issuer* in respect of a *tow truck business*, no *person* shall alter or amend the Schedule unless the *operator* of such *business* has given at least 30 days prior written notice to the *Licence Issuer* and any change shall be subject to the approval of the *Licence Issuer*.
- 6.13 The rates charged for the towing or conveying of any *motor vehicle* not exceeding 3000 kg in towing weight shall be in accordance with the following:
- (1) if the *motor vehicle* is towed or conveyed as a result of a *collision*, an all-inclusive flat-rate fee of no more than \$400 shall only be permitted with no other additional amount added other than federal and provincial taxes and the charge outlined in Section 6.14 if applicable; or
  - (2) for any non-*collision* towing or conveying, an all-inclusive flat-rate fee of no more than \$150 shall only be permitted with no other additional amount added other than federal and provincial taxes and, if applicable, mileage as outlined in Section 6.14.
- 6.14 Where at the request of a *hirer*, a *motor vehicle* not exceeding 3000 kg in towing weight is towed or conveyed to a final destination outside of the *municipal boundary*, a mileage rate of \$3.25 per kilometre may be applied from the point where the tow begins to the final point requested by the *hirer*.
- 6.15 Notwithstanding Section 6.14, no *person* shall cause or permit any mileage rate to be charged to a *hirer* where a *driver* tows or conveys such *hirer's motor vehicle* to any pound facility belonging to the *operator* of the *tow truck business* in respect of which the services were provided.
- 6.16 Where a *hirer* requests that their *motor vehicle* be taken to a particular salvage yard, repair shop, storage yard, pound facility or similar place and such *motor vehicle* is unable to be left at that location, only with the consent of the *hirer* and after the *hirer* has been informed of applicable rates, the *driver* may take the *motor vehicle* to a pound or similar facility belonging to their *tow truck business* to be temporarily kept until the first opportunity that it can be delivered to a subsequent location as requested by the *hirer* and in this case, in addition to the initial fee for towing or conveying, a fee of \$110 shall only be applied for the re-tow and temporary keeping and a mileage rate of \$3.25 per kilometre may be applied when towing outside of the *municipal boundary*.
- 6.17 Where a *motor vehicle* is off the travelled portion of the roadway and shoulder and requires recovery winching, in addition to the initial fee for towing or conveying, an all-inclusive flat-rate fee of no more than \$120 shall be applied.
- 6.18 Where a *motor vehicle* is off the travelled portion of the roadway and shoulder, a second *tow truck* may assist in recovery winching for that single *motor vehicle* if it is determined to be necessary by a *Police Officer* and the two resulting charges applied for winching shall be in accordance with the Section 6.17.
- 6.19 Where the *operator* of a *tow truck business* uses a *lot* including buildings, structures or parts thereof which is located outside of the *municipal boundary*, and such *lot* is used for the impounding or storage of *motor vehicles* having been towed from the *Town* and where the *operator* charges a fee for storage of the *motor vehicle* and such storage *business* is not regulated by the municipality in which it is located, the *operator* shall only charge for services and at rates permitted to be charged as prescribed under Schedule G – Impound Business of this By-law for those *motor vehicles* towed from the *Town*.
- 6.20 The provisions within this Schedule that regulate the rates which may be charged shall not prohibit the *operator* of a *tow truck business* from entering into a written agreement

with an automobile association, motor league, a *public authority* or any other corporation for the provision of towing services provided that such *operator* provides a copy of all such towing contracts to the *Licence Issuer* prior to supplying any services thereunder.

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## Schedule G – Impound Business

### **Part 1 – Definitions**

1.1 In this Schedule:

“*Impound business*” means a *business* where, in connection with a *tow truck business* as defined in Schedule E – Tow Truck Business, temporary impounding or storage services are provided for *vehicles* in exchange for a *storage charge*;

“*Pound facility*” means any portion of a *lot* including buildings, structures or parts thereof used to impound or store *vehicles* in relation to an *impound business*;

“*Storage charge*” means a fee associated with the temporary impounding or storage of a *vehicle*.

### **Part 2 – Application**

2.1 Every *operator* of an *impound business* which has a *pound facility* located within the *municipal boundary* shall be subject to the applicable provisions within this Schedule.

2.2 When disposing of an unclaimed *vehicle*, every *operator* of an *impound business* shall ensure that the applicable provisions of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25 are complied with.

### **Part 3 – Licence Provisions**

3.1 Every *operator* of an *impound business* shall obtain a separate *licence* pursuant to this Schedule for each of their *pound facilities*.

#### **Expiry**

3.2 Every *licence* granted pursuant to this Schedule shall expire 12 months after being granted.

#### **Application Criteria**

3.3 An *operator* of an *impound business* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

- (1) full details and relevant contact information required on the said form;
- (2) the municipal address of the *lot* on which the proposed or existing *pound facility* to which the *application* pertains is located;
- (3) in the form of a Certificate of Insurance which shall include proof that the *operator* is insured with Commercial General Liability Insurance and Standard Form Ontario Garage Automobile Insurance each in accordance with Section 4.12 of this By-law;
- (4) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
- (5) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver’s Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (6) where the *applicant* is a corporation, the *application* shall include:

- (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a copy of its Articles of Incorporation;
- (7) where the *applicant* is a registered partnership, the *application* shall include:
- (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (8) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (9) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.4 To renew a *licence*, an *operator* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) all items listed in Sections 3.3 (1) to 3.3 (4);
  - (2) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (3) where the *applicant* is a corporation, the *application* shall include:
    - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
    - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
  - (4) where the *applicant* is a registered partnership, the *application* shall include:
    - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
    - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
  - (5) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (6) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 3.5 A *licence* in respect of a *pound facility* shall only be granted where an inspection is completed by an *Officer* and they are of the opinion that the provisions of this Schedule will be complied with.

#### **Part 4 – Storage Charge Requirements**

- 4.1 Every *operator* of an *impound business* shall ensure that, prior to any *vehicle* entering into their *pound facility*, the *owner* of such *vehicle*, or agent on behalf thereof, is made aware of the daily *storage charge* amount to be applied.
- 4.2 No *operator* of an *impound business* shall cause or permit any *storage charge* to be imposed:
- (1) other than an all-inclusive \$60 per day fee which shall:
    - (a) with the exception of applicable taxes, not have any other costs permitted including but not limited to administration fees, environmental charges, release fees and insurance costs; and
    - (b) only be applied each 24-hour period, or part thereof, commencing from the time a *vehicle* enters a *pound facility*;
  - (2) for any period of time where an *owner* was unable to obtain their *vehicle* as a result of some fault or inefficiency on the part of any *person* acting in respect of the *impound business*;

- (3) in respect of a *vehicle* kept at their *pound facility* while in transit to a separate destination as outlined on an *authorization form* pursuant to Schedule E – Tow Truck Business; and
- (4) where a *vehicle* is temporarily kept pursuant to Section 6.16 of Schedule E – Tow Truck Business.

#### **Part 5 – Release of Vehicle and Invoice**

- 5.1 Where an *owner*, or agent on behalf thereof, requests that their *vehicle* be released, the *operator* of the *impound business* whose *pound facility* the *vehicle* is within shall ensure that:
  - (1) an invoice is immediately presented to the *owner* or agent; and
  - (2) upon payment of the invoice, the *vehicle* is immediately released from the *pound facility*.
- 5.2 No *operator* of an *impound business* shall cause or permit a *storage charge* to be demanded unless an invoice for such charge has first been provided to the appropriate *vehicle owner* or agent on behalf thereof.
- 5.3 Every *operator* of an *impound business* shall ensure that sufficient staff is available at all times, 24 hours a day, 7 days a week, 365 days a year, to facilitate all steps necessary to release a *vehicle* from their *pound facility*.
- 5.4 For every invoice in respect of a *storage charge*, the *operator* of the *impound business* issuing the invoice shall ensure that:
  - (1) it details the exact day and time the *vehicle* to which the invoice applies entered their *pound facility*;
  - (2) the total cost of the *storage charge* is included on the invoice; and
  - (3) a copy is retained for a minimum period of 2 years which shall commence on the date the *vehicle* to which the invoice applies was released from the *pound facility*.

#### **Part 6 – Facility Requirements**

- 6.1 Every *operator* of an *impound business* shall ensure that their *pound facility*:
  - (1) has a fence with a secure locking gate constructed around the entire perimeter;
  - (2) includes an exterior lighting system sufficient to illuminate all *vehicles* being held;
  - (3) has an adjacent sign visible from the entrance of the lot on which the *pound facility* is located and such sign shall include in a clearly legible form the:
    - (a) daily hours of operation for the *pound facility*;
    - (b) *storage charge* which may be applied pursuant to Subsection 4.2 (1) of this Schedule;
    - (c) telephone number to request after hours *vehicle* release service;
    - (d) the words “Any comments or complaints regarding this business may be reported to the Town of Caledon”; and
    - (e) telephone number to report hazardous material spills to the Region of Peel;
  - (4) is kept in a clean and neat condition free from debris, snow, ice, dirt, rubbish, scrap and other items including but not limited to unused tires and *vehicle* parts.
- 6.2 Every *operator* of an *impound business* shall ensure that due care is exercised for of all *vehicles* and other property entrusted or delivered to them.
- 6.3 Every *operator* of an *impound business* shall ensure that, at each of their *pound facilities*, a copy of the *licence* granted in respect of it is kept and made available for inspection upon request by any *person*.

## Schedule H – Vehicle-For-Hire Business

### Part 1 – Definitions

“*Broker*” means any *person* who carries on the *business* of accepting orders for or dispatching more than one *taxicab* or *limousine* in any manner;

“*Driver*” means any *person* who, in respect of a *vehicle-for-hire business*, operates a *vehicle-for-hire*;

“*Limousine*” means any sedan, stretch, luxury or classic *motor vehicle* that is used for hire for the conveyance of *passengers* that is not equipped with a *taximeter*, but does not include a *PTC Vehicle*;

“*Model year*” means the year of the *vehicle* as identified on the *vehicle* permit issued pursuant to the *Highway Traffic Act*;

“*Passenger*” means a *person* who has procured the services of a *vehicle-for-hire*;

“*Platform*” means any software, technology, or smartphone application, intended to connect *passengers* with a *PTC*;

“*Private Transportation Company* or *PTC*” means a *business* that, through the use of a *platform*, accepts, facilitates, advertises or offers ride-sharing services to *passengers* for *trips*;

“*Private Transportation Company Driver* or *PTC Driver*” means any individual who, in respect of a *PTC*, operates a *PTC vehicle*;

“*Private Transportation Company Identifier* or *PTC Identifier*” means a sign, decal, emblem, symbol or number displaying the logo or name of the *PTC* through which a *PTC driver* is providing transportation service to *passengers*;

“*Private Transportation Company Vehicle* or *PTC Vehicle*” means any *vehicle* used to provide transportation services for a *PTC*;

“*Sensitivity Training Course*” means an accredited course approved by the *Director* which provides the knowledge to assist and understand the needs and sensitivities of those *persons* who have disabilities;

“*Tariff Card*” means a schedule of rates filed with the *Licence Issuer* that sets out in full the rates to be charged for the services of a *taxicab*;

“*Taxicab*” means any *vehicle* used for hire for the conveyance of *passengers* that is equipped with a *taximeter*;

“*Taximeter*” means a meter, instrument or device attached to a *taxicab* which mechanically or electronically measures the distance driven and waiting time upon which fares are based, and which computes the amount of a fare chargeable for any trip;

“*Trip*” means the distance and time travelled or the distance and time to be travelled, measured from the time and point at which the *passenger* first enters the *vehicle-for-hire* or when the *taximeter* is first engaged, whichever comes first, to the time and point at which the *passenger* finally leaves the *vehicle-for-hire*, or the *taximeter* is disengaged, whichever comes last;

“*Vehicle-for-hire*” means any *taxicab*, *limousine* or *PTC vehicle* used for hire for the conveyance of *passengers*;

“*Vehicle-for-hire business*” means a *business* where for financial gain, transportation services are provided to *passengers* via *taxicab*, *limousine* or *PTC vehicle*;

### Part 2 – Application

2.1 Every *person* shall be subject to the applicable provisions pursuant to this Schedule if they, directly or indirectly, are hired, seek to be hired or hold themselves out by actions, words or otherwise as being available for hire for the purposes of carrying on a *vehicle-for-hire business* by conveying *passengers* from a point within the *municipal boundary* to either a point also within such boundary or to any point beyond.

### **Part 3 – Licence Provisions**

- 3.1 Every *PTC* shall be required to obtain a *licence*.
- 3.2 With respect to *taxicabs* and *limousines*, every *broker* and *driver* shall be required to obtain a *licence* and an *owner* shall be required to obtain a separate *licence* for each of their *taxicabs* and *limousines*.

#### **Expiry**

- 3.3 Every *broker*, *owner* and *PTC licence* granted pursuant to this Schedule shall expire 12 months after being granted.
- 3.4 Every *driver licence* granted pursuant to this Schedule shall expire annually on the *applicant's* birthday except where the *applicant's* birthday is February 29<sup>th</sup>, the expiry date for such *licence* shall be February 28<sup>th</sup> for licensing purposes only.

### **Part 4 - PTC**

#### **Application Criteria**

- 4.1 Every *PTC* shall submit an *application* for a *licence* to the *Licence Issuer* on the form provided by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) the *PTC's* registered *business* address in the Province of Ontario;
  - (2) the name, telephone and email contact information for the person authorized to receive and respond on behalf of the *PTC* to any and all communications from the *Town* relating to the *PTC's Licence* or the *PTC's* conduct of business;
  - (3) in the form of a Certificate of Insurance which shall include the *Town* as an additional insured, proof that the *PTC* is insured with Commercial General Liability Insurance in accordance with Section 4.12 of this By-law;
  - (4) a copy of the *PTC Identifier* that the *PTC* is submitting for approval by the *Licence Issuer*;
  - (5) information sufficient to describe or demonstrate:
    - (a) where applicable, the legal relationship between any *persons* that, acting together, carry on the *business* of a *PTC*; and
    - (b) that the *PTC* maintains and can produce when required to the *Director* or OPP, all data or records maintained in accordance with the requirements of this Schedule.
  - (6) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (7) any other information or material required by the *Licence Issuer* to evaluate the *application*.
- 4.2 No *PTC* shall cause or permit a *PTC driver* to access their *platform* to receive transportation service requests unless the *PTC driver* has provided or the *PTC* has obtained:
- (1) proof that the *PTC driver* is a minimum of 18 years of age;
  - (2) a Criminal Record Check dated within 365 days and satisfies the threshold policy in Appendix A of this By-law;
  - (3) a Driver Abstract for the *PTC driver* that is dated within 365 days and satisfies the threshold policy in Appendix A of this By-law;
  - (4) a *vehicle* permit issued pursuant to the *Highway Traffic Act* showing that the *PTC vehicle* is no more than 10 years old; and
  - (5) a valid Safety Standards Certificate or Annual Inspection Certificate for the *PTC vehicle*.
- 4.3 Every *PTC* shall ensure that the requirements listed in Subsections 4.2 (2), 4.2 (3) and 4.2 (5) of this Schedule are requested and reviewed at the end of every subsequent 12 month period while the *PTC driver* continues to be affiliated with the *PTC*.

## **PTC Driver Requirements**

4.4 No *PTC driver* shall:

- (1) pick up *passengers* at a taxi stand or in response to a street hail;
- (2) solicit rides in any manner;
- (3) cause or permit his or her *PTC vehicle* to have any roof light or markings that have the effect of making the *PTC vehicle* look like a *taxicab*;
- (4) cause or permit his or her *PTC vehicle* to be equipped with a *taximeter*;
- (5) cause or permit his or her *PTC vehicle* to be equipped with radio dispatching; or
- (6) in any advertisement made or permitted to be made by the *PTC driver*, use or permit the use of the words “taxi”, “taxicab”, “cab” or any other word or words which indicate or could be reasonably interpreted to indicate that the *PTC vehicle* is a *taxicab* or is available for service as a *taxicab*.

## **Information to Passengers**

4.5 Every *PTC* shall ensure that the *platform* being used in respect of the *PTC*:

- (1) at the time the transportation service is arranged, can provide to the *passenger* requesting the transportation service:
  - a) contact information for the *PTC*;
  - b) the first name and photograph of the *PTC driver*;
  - c) the make and model and licence plate number of the *PTC vehicle*;
  - d) the total rate to be charged; and
  - e) an estimate of the time it will take for the *PTC driver* to arrive at the *passenger's* requested pick up location
- (2) provides the *passenger* with an option to provide a rating or comment on the *PTC driver* and *PTC vehicle*;
- (3) provides a process allowing the *passenger* to accept or refuse the transportation service;
- (4) provides a secure payment mechanism;
- (5) provides a receipt to the *passenger* at the end of the *trip* that includes:
  - a) the fare rate and any surcharges;
  - b) the total amount paid;
  - c) date and time of pickup;
  - d) the locations of the beginning and end of the *trip*; and
  - e) the first name of the *PTC driver*.

4.6 Every *PTC driver* shall ensure that if a camera that is capable of recording audio or video of a *passenger* is installed in the *PTC vehicle*, notice is provided to the *passenger* stating that they may be or are being recorded through:

- (1) a notice affixed in a position in the *PTC vehicle* that is plainly visible and readable in English and French by the *passenger*; or
- (2) the *PTC's platform* prior to the *passenger* completing a request for transportation services.

## **Identification**

4.7 Every *PTC* shall ensure that the following information is accessible and viewable on the *PTC platform* while the *PTC driver* is logged in:

- (1) the first and last name and photograph of the *PTC driver*;
- (2) the make, model and licence plate of the *PTC vehicle* used by the *PTC driver*; and,
- (3) the name and contact information of the *PTC* to whom the *PTC driver* is affiliated with.

4.8 Every *PTC* shall issue to every affiliated *PTC driver* a *PTC identifier* to be located on the passenger side rear window, clearly visible from the exterior of the *PTC vehicle*.

## Data Collection Records

- 4.9 Every *PTC* shall create and maintain records of the following information:
- (1) the total number of *trips* commencing in the *Town* annually;
  - (2) the total number of *PTC drivers* providing *trips* commencing in the *Town* annually;
  - (3) the total number of *PTC vehicles* providing *trips* commencing in the *Town* annually;
  - (4) the *PTC driver* and *PTC vehicle* information corresponding with each requested *trip* including:
    - a) the first and last name of the *PTC driver*;
    - b) the licence plate of the *PTC vehicle*;
    - c) the date, time and duration of the *trip*;
    - d) the drop off and pick up locations of the *trip*; and
    - e) the total paid by each *passenger*.
- 4.10 Every *PTC* shall maintain a copy of every Criminal Record Check and Ontario Ministry of Transportation Driver Abstract for every *PTC driver* affiliated with the *PTC*.
- 4.11 All records under Sections 4.9 and 4.10 of this Schedule shall be kept by the *PTC* for at least 2 years.
- 4.12 Every *PTC* shall make the records under Sections 4.9 and 4.10 of this Schedule, in connection with a specified *trip* or *PTC driver*, available electronically to the *Director* within 2 business days or within a reasonable time frame agreed upon by the parties.

## Inspection and Enforcement

- 4.13 Every *PTC* shall, upon request of the *Director*, create *passenger* accounts for the *PTC's* platform to be used by an *Officer* for inspection purposes to ensure compliance with this By-law.
- 4.14 Upon request of an *Officer*, every *PTC driver* shall:
- (1) produce any of the following:
    - a) the *PTC driver's* identification card; and
    - b) valid insurance that meets the requirements of this By-law.
  - (2) submit the *PTC vehicle* operated by the *PTC driver* for inspection at any time and location specified by the *Officer*.
- 4.15 Every *PTC* shall deny access to a *PTC driver* or *PTC vehicle* if the *PTC* is notified by the *Town* that a *PTC driver* or *PTC vehicle* presents a risk to public safety.

## Part 5 – Taxicabs and Limousines

### Application Criteria

- 5.1 Every *broker* shall submit an *application* for a *licence* to the *Licence Issuer* on the form provided by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) completed *application* form on the form provided by the *Town*;
  - (2) a list of all *vehicles* and *drivers* that will be engaged in the *business*;
  - (3) a declaration affirming whether the *broker* has any interest, directly or indirectly, in any building, yard or place used for the storage or parking of any *taxicabs* and *limousines* and, where any interest exists, full information as to the location, type of facilities, nature and extent of the interest shall be disclosed;
  - (4) in the form of a Certificate of Insurance which shall include proof that the *broker* is insured with Commercial General Liability Insurance and Standard Form Ontario Garage Automobile Insurance each in accordance with Section 4.12 of this By-law;
  - (5) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town* By-law, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other

applicable law;

- (6) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (7) where the *applicant* is a corporation, the *application* shall include:
  - (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application*;
- (8) where the *applicant* is a registered partnership, the *application* shall include:
  - (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (9) proof that the *broker* has a satisfactory system for receiving and dispatching calls for the *taxicabs* and *limousines* in the *business* and that such system will not interfere with any other *vehicle-for-hire business*;
- (10) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (11) any other information or material required by the *Licence Issuer* to evaluate the *application*.

5.2 To renew a *licence*, a *broker* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:

- (1) all items listed in Sections 5.1 (1) to 5.1 (5);
- (2) where the *applicant* is a sole-proprietor, the *application* shall include:
  - (a) a photo of the *applicant* taken by the *Licence Issuer*;
  - (b) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*; and
  - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
- (3) where the *applicant* is a corporation, the *application* shall include:
  - (a) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed; and
  - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application* if there has been any change in the officers or directors of the corporation; and
- (4) where the *applicant* is a registered partnership, the *application* shall include:
  - (a) a copy of the registered declaration of partnership if the one filed with the *Licence Issuer* has expired; and
  - (b) a *Master Business Licence* if the one filed with the *Licence Issuer* has expired or if the operating name of the *business* has changed;
- (5) proof that the *broker* has a satisfactory system for receiving and dispatching calls for the *taxicabs* and *limousines* in the *business* and that such system will not interfere with any other *vehicle-for-hire business*;
- (6) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (7) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.



- 5.3 A *driver* shall submit an *application* for a *licence* to the *Licence Issuer* on the form provided by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) completed *application* form on the form provided by the *Town*;
  - (2) a letter from a licensed *broker*, confirming that the *applicant* will be engaged in the *business*;
  - (3) a photo of the *applicant* taken by the *Licence Issuer*;
  - (4) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;
  - (5) a certificate of completion from an approved *sensitivity training course*;
  - (6) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (7) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (8) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government;
  - (9) the licence plate number, make, model, fuel type and *model year* of the *vehicle* that the applicant will be driving;
  - (10) the *applicant's* valid Provincial Driver's Licence with a minimum Class G;
  - (10) an Ontario Ministry of Transportation Driver Abstract for the *applicant* dated within 60 days of the *application*;
  - (12) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
  - (13) any other information or material required by the *Licence Issuer* to evaluate the *application*.
- 5.4 To renew a *licence*, a *driver* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes the items listed in Section 5.3, with the exception of items (4) and (8).
- 5.5 An *owner* shall submit an *application* for a *licence* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:
- (1) completed *application* form on the form provided by the *Town*;
  - (2) a letter from a licensed *broker* confirming that the *owner's taxicab or limousine* will be used in respect of their *business*;
  - (3) in the form of a Certificate of Insurance, proof that their *taxicab or limousine* is insured with Standard Form Automobile Liability Insurance in accordance with Section 4.12 of this By-law;
  - (4) a statement describing, to the satisfaction of the *Licence Issuer*, the nature of any charges pending against the *applicant* pursuant to this or any other *Town By-law*, the *Criminal Code*, *Controlled Drugs and Substances Act*, *Highway Traffic Act* or any other applicable law;
  - (5) the *vehicle* permit issued pursuant to the *Highway Traffic Act*;
  - (6) valid Safety Standards Certificates or Annual Inspection Certificates for the *taxicab or limousine*;
  - (7) where the *applicant* is a sole-proprietor, the *application* shall include:
    - (a) a photo of the *applicant* taken by the *Licence Issuer*;
    - (b) proof that the *applicant* is a minimum of 18 years of age in the form of a Canadian Birth Certificate, Provincial Driver's Licence, a valid Canadian Passport or a Permanent Resident Card;

- (c) a Criminal Record Check from the Police Services in whose jurisdiction the *applicant* resides, dated within 60 days of the *application*;
  - (d) proof that the *applicant* is entitled to work in Canada in the form of a Canadian Birth Certificate, valid Canadian Passport, Canadian Citizenship Card, a Permanent Resident Card or other valid employment authorization issued by a Canadian government; and
  - (e) a *Master Business Licence* shall be required if the *business* will operate under any name other than that of the sole-proprietor;
- (8) where the *applicant* is a corporation, the *application* shall include:
- (a) a *Master Business Licence* if the corporation is to operate under any name other than its corporate name; and
  - (b) a certified copy of a Corporate Profile Report for the corporation dated within 60 days of the *application*;
- (9) where the *applicant* is a registered partnership, the *application* shall include:
- (a) a copy of the registered declaration of partnership; and
  - (b) a *Master Business Licence* if the registered partnership is operating under a separate name;
- (10) payment of the applicable fee as outlined in the *Town's Fees By-law*; and
- (11) any other information or material deemed necessary by the *Licence Issuer* to evaluate the *application*.
- 5.6 To renew a *licence*, an *owner* shall submit an *application* to the *Licence Issuer* on the form prescribed by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes all the items listed in Section 5.5.
- 5.7 A *licence* in respect of an *owner* shall only be granted where an inspection of their *taxicab* or *limousine* is completed by an *Officer* or agent on behalf thereof as necessary, and they are of the opinion that the provisions of this Schedule will be complied with.

### Broker Requirements

- 5.8 Every *broker* licensed under this By-law shall:
- (1) provide adequate telephone and radio facilities in a suitable office for the carrying on of the *business*;
  - (2) provide for off-street parking within the *Town* for each on-duty *taxicab* or *limousine* operating from the dispatch;
  - (3) provide and maintain in good condition telephone communications between the brokerage office and the public, and two-way communications between the brokerage office and the *driver*;
  - (4) mount a two-way communications device used for dispatch purposes on the dashboard of the *taxicab*, within easy access of the *driver*;
  - (5) require every *owner* who has entered into arrangements with the *broker* for the provision of brokerage services to use the same design, shape and colour scheme of roof sign, and to attach to each front door of the *taxicab* an identifying decal which shall include the name of the *broker*, in a form approved by the *Licence Issuer*, and shall produce and file a sample of the roof sign and identifying decal with the *Licence Issuer*;
  - (6) give to the *Licence Issuer* a list of all *taxicabs* and *limousines* in respect of which the *broker* has any arrangement or agreement for the accepting of calls for service, identifying such *taxicab* or *limousine* by the name of the *owner* and the number on the *owner's licence* and shall, within 48 business hours of any addition to or deletion from such list, advise the *Licence Issuer* in writing thereof;
  - (7) keep a *trip* record for each *taxicab* and *limousine* dispatched, showing the date, time, origin, destination of each *trip*, the name of the *driver* and *licence* number of the *motor vehicle*;
  - (8) maintain all *trip* records for at least 2 years and make them available for inspection upon request of the *Director, Officer* or *Police Officer*;
  - (9) give full information to the *Director, Officer* or *Police Officer* upon being requested to do so as to the place from which any *passenger* was driven and every matter within the *broker's* knowledge relating to the *passenger* or the *trip*;

- (10) upon request, inform any *passenger* of the anticipated length of time required for a *vehicle* to arrive at the pick-up location;
- (11) when volume of business is such that service will be delayed to a prospective *passenger*, the *broker* shall inform the *passenger* of the approximate length of the delay before accepting the order;
- (12) dispatch a *taxicab* or *limousine* to any *person* requesting service within the *Town*, unless the *person* requesting service has not paid for a previous *trip* and these facts are verified by the *broker*; and
- (13) maintain a log of all complaints and compliments received concerning *taxicab* and *limousine* service provided through that *broker* including, with respect to each complaint or compliment, the following information:
  - (a) name of the *driver* involved;
  - (b) name of the *person* from whom it was received; and
  - (c) a brief description of the complaint or compliment made.

5.9 No *broker* licensed under this By-law shall;

- (1) implement any changes in the brokerage fees, rules and procedures displayed in the brokerage office until the change is first filed with the *Licence Issuer*;
- (3) accept orders for, or in any way dispatch or direct orders to a *taxicab* or *limousine* which is not licensed under this By-law, for a pick-up location within the boundaries of the *Town*;
- (4) accept orders for, or in any way dispatch or direct orders to a *driver* who is not licensed under this By-law, for a pick-up location within the boundaries of the *Town*; or
- (5) enter into an agreement for the provision of brokerage services with a *driver* or *owner* who is already affiliated with another *broker*.

#### **Driver Requirements (General)**

5.10 Every *driver* of a *taxicab* or *limousine* shall:

- (1) at all times keep with them the appropriate *licence* granted to them by the *Licence Issuer*;
- (2) be properly dressed, well groomed, neat and clean in appearance;
- (3) be civil, behave courteously and offer to provide assistance to a *passenger* when it is evident that the *passenger* is a disabled person, is elderly, or is in need of enhanced service;
- (4) at all times while working as a *driver*, have available and produce upon the request of an *Officer*, *Police Officer*, or a *passenger*, a valid *licence* issued to the *driver* by the *Licence Issuer*;
- (5) agree to transport a *passenger* and his or her service dog, provided that the *driver* is not allergic to the dog;
- (6) when conveying a *passenger*, drive their *taxicab* or *limousine* by the most direct route and in the most expeditious manner to the destination requested by the *passenger*, unless the *passenger* designates otherwise;
- (7) at both the beginning and end of each shift, examine their *taxicab* or *limousine* and its equipment for mechanical defects, interior and exterior damage and any other safety concerns and immediately report any issues to the *owner*;
- (8) turn off or turn down any radio, tape player or any other sound-producing mechanical device in the *taxicab* or *limousine* at the request of the *passenger*;
- (9) take due care of all property delivered or entrusted to the *driver* for conveyance or safekeeping, and immediately on the termination of any hiring engagement, examine the interior of the *taxicab* or *limousine* for any property lost or left therein, and all property or money left in the *taxicab* or *limousine* shall be forthwith delivered to the person owning the money or property and if the owner of the property or money cannot be found, the *driver* shall deliver the property or money to the nearest police station with all information in the *driver's* possession regarding the property or money;
- (10) ensure that all *passengers* use the seatbelts in the *taxicab* or *limousine*;
- (11) ensure that if a camera that is capable of recording audio or video of a *passenger* is installed in the *taxicab* or *limousine*, a notice is affixed in a position in the *taxicab* or

*limousine* that is plainly visible and readable in English and French by the *passengers*;  
and

(12) activate the air conditioning or heating system as requested by a *passenger*.

5.11 No *driver* of a *taxicab* or *limousine* shall:

- (1) cause or permit a greater number of *passengers* to be conveyed in any *taxicab* or *limousine* than is set out in the manufacturer's rating of seating capacity for such *motor vehicle*;
- (2) cause or permit luggage or other material therein to obstruct the *driver's* view;
- (3) drive a *taxicab* or *limousine* which does not have a *licence* issued under this By-law affixed thereto;
- (4) cause or permit luggage or other material therein to obstruct the *driver's* view;
- (5) smoke while driving a *passenger*;
- (6) operate a *taxicab* or *limousine* for more than 12 hours during a 24 hour period;
- (8) charge a fee for time lost through defects or inefficiency of the *taxicab* or *limousine* or the incompetence of the *driver*; or
- (9) charge a fee due to early arrival of the *taxicab* or *limousine* in response to a call for the *taxicab* or *limousine* to arrive at a fixed time.

#### **Driver Requirements (*Taxicab*)**

5.12 Every *driver* of a *taxicab* shall:

- (1) at all times while operating a *taxicab* or working as a *driver* affix the *owner's licence* issued under this By-law in a position in the *taxicab* so that they are plainly visible to and readable by *passengers* in the back seat of the *taxicab*;
- (2) keep a daily *trip* record showing:
  - (a) the location and the time of the origin and destination of every *trip* made;
  - (b) the *taximeter* reading at the beginning and end of each work period; and
  - (c) the amount of fare collected for each *trip*;
- (3) maintain all *trip* records for at least 2 years and make them available for inspection upon request of the *Director, Officer or Police Officer*;
- (4) give the *passenger* a receipt, showing the *driver's* name and *licence* number and *owner's* plate number for the *taxicab*, when requested;
- (5) engage the *taximeter* at the commencement of the *trip* and keep it engaged throughout the *trip*, except where a flat rate has been negotiated with the *passenger*;
- (6) engage the *taximeter* before the *passenger* enters the *taxicab*, only after the *driver* has notified the *passenger* of his or her arrival and has waited five minutes after the pick-up time requested through dispatch;
- (7) at the conclusion of the *trip*, place the *taximeter* in the time-off position and after payment, place in the vacant position;
- (8) complete each *trip* record prior to the commencement of the next following *trip* without obstructing traffic; and
- (9) provide exact change to the *passenger*.

5.13 No *driver* of a *taxicab* shall:

- (1) operate a *taxicab* when the *taximeter* has not been adjusted in accordance with the *tariff*, or when the operation has not been approved and sealed by the *Licence Issuer*;
- (2) operate a *taxicab* when the *taximeter* does not operate properly;
- (3) receive any fare from any *passenger* where the *driver* has failed to display the *Tariff Card*;
- (4) charge a fee to a *passenger* which is greater or less than the fare authorized by this By-law, subject to an agreed flat rate as provided in this By-law and except for a tip, gratuity or debit/credit card service charge;
- (5) be actively affiliated with more than one licensed *broker* at any one time;

### **Driver Requirements (*Limousine*)**

- 5.14 Every *driver* of a *limousine* shall only provide transportation services on a prearranged basis.
- 5.15 No driver of a *limousine* shall:
- (1) pick up *passengers* at a taxi stand or in response to a street hail;
  - (2) solicit rides in any manner;
  - (3) cause or permit their *limousine* to have any roof light or markings that have the effect of making the *limousine* look like a *taxicab*;
  - (4) cause or permit *their limousine* to be equipped with a *taximeter*;
  - (5) cause or permit their *limousine* to be equipped with radio dispatching;
  - (6) cause or permit any advertisement on or in his or her *limousine*; or
  - (7) in any advertisement made or permitted to be made by him or her use or permit the use of the words "taxi", "taxicab", "cab" or any other word or words which indicate or could be reasonably interpreted to indicate that the *limousine* is a *taxicab* or is available for service as a *taxicab*.

### **Condition**

- 5.16 Every *owner* shall ensure that any *taxicab* or *limousine* for which a *licence* has been issued by the *Licence Issuer* is maintained:
- (1) to have a tidy and sanitary interior;
  - (2) with an exterior which is kept clean, free of any body damage and with a well maintained paint finish; and
  - (3) so that its equipment is at all times kept in good repair and free of mechanical defects.

### **Seating Capacity & Number of Doors**

- 5.17 A *taxicab* and *limousine* shall have a manufacturer's rated seating capacity of not less than 5 adult persons, and a minimum of four doors.

### **Plate and Renewal Decal**

- 5.18 Every *owner* of a *taxicab* or *limousine* used in respect of a *vehicle-for-hire business* shall ensure that:
- (1) any *plate* granted to them pursuant to this Schedule is affixed only to the *taxicab* or *limousine* for which it was granted and in a location approved by the *Licence Issuer*; and
  - (2) any *renewal decal* granted to them pursuant to this Schedule is only affixed to the *plate* for which it was granted.
- 5.19 No *owner* shall cause or permit a *taxicab* or *limousine* to be used as a *taxicab* or *limousine* unless it has affixed to it a *plate* with a *renewal decal* attached thereon which has not expired.
- 5.20 Where a *plate* is defaced, destroyed or lost, the *owner* of the *taxicab* or *limousine* for which the *plate* was granted, shall obtain a replacement *plate* from the *Licence Issuer* and pay the applicable fee as outlined in the *Town's Fees By-law*.
- 5.21 Where an *owner's taxicab* or *limousine* will no longer be used in respect of any *vehicle-for-hire business*, such *owner* shall immediately return the *plate* to the *Licence Issuer*.

### **Required Equipment and Items**

- 5.22 Every *owner* shall ensure that any *taxicab* used in respect of a *vehicle-for-hire business* has onboard at all times the following required items which shall be kept in a state of good repair:

- (1) the vehicle identification number for that *taxicab* as determined by the *operator* displayed on both sides of the *taxicab* on the outside, in figures at least 20 centimetres (8") in height and of a contrasting colour to the *taxicab*, all to the approval of the *Licence Issuer*;
- (2) a holder for the photograph and name of the *driver* with the photograph and name inserted and the holder affixed in such a manner that it is clearly visible to *passengers* in the back seat and approved by the *Licence Issuer*;
- (3) an electrically illuminated roof sign displaying the name of the *business* and telephone number of the dispatcher that is securely attached to the top of the *taxicab* in a manner approved by the *Licence Issuer*, wired to the *taximeter* and working in conjunction with the *taximeter* so that it is illuminated when the *taximeter* is in the vacant position.

### **Taximeter**

- 5.23 Every *owner* shall ensure that any *taxicab* used in respect of a *vehicle-for-hire business* has a *taximeter* affixed which shall register distances travelled, record *trips* and compute fares to be paid.
- 5.24 Each *taximeter* shall be:
- (1) identified with a serial number;
  - (2) inspected and tested over a measured distance when required by the *Licence Issuer*;
  - (3) sealed by the *Licence Issuer*;
  - (4) illuminated between dusk and dawn;
  - (5) mounted in a raised position on the dashboard that is clearly visible to the *passengers* in the front and rear seats of the *taxicab*;
  - (6) adjusted in accordance with the *tariff* to an accuracy within 100 metres on a measured kilometer and within 100 seconds over 3 minutes on waiting time charges and approved by the *Licence Issuer*, and
  - (7) kept in good working condition at all times and not used when defective in any way.
- 5.25 Every *owner* shall ensure that the *Licence Issuer* can seal the *taximeter* in any new *taxicab* to be licenced by the *Licence Issuer*.

### **Mechanical Defect Repair Log**

- 5.26 Every *driver* of a *taxicab* or *limousine* shall:
- (1) prior to driving on each shift, examine the *taxicab* or *limousine* for mechanical or other defects and similarly examine it at the end of each shift and report any defects forthwith to the *owner* and shall enter such defects into a mechanical defect repair log; and
  - (2) make the mechanical defect repair log available for inspection by the *Licence Issuer* or *Officer* immediately upon request, during business hours.

### **Tariffs and Rates**

- 5.27 The rates and fees for the conveyance of *passengers* by a *limousine* shall be as agreed upon at the time of hiring of the *limousine*.
- 5.28 The rates and fees for the conveyance of *passengers* by a *taxicab* shall be set by the *broker* or independent *owner* who does not operate under a *broker*.
- 5.29 Every *broker* and independent *owner* shall file with the *Licence Issuer* the rates and fees to be charged for the conveyance of *passengers* by a *taxicab*.
- 5.30 Every *broker* and independent *owner* shall give one month notice to the *Licence Issuer* prior to any change to the rates and fees.
- 5.31 Every *owner* and *driver* shall ensure that any *taxicab* used in respect of a *vehicle-for-hire business* has onboard at all times a *tariff card* filed with the *Licence Issuer*, affixed in such a manner that it is visible to *passengers* in the back seat.
- 5.32 Every *driver* of a *taxicab* shall charge a *passenger* only the rates as shown on the *Tariff Card* filed with the *Licence Issuer*.

- 5.33 Notwithstanding Section 5.32, a *driver* shall charge a *passenger* rates not shown on the *Tariff Card* if the *broker* or *driver* enters an agreement with a *passenger* for a flat rate.
- 5.34 The rates described in Sections 5.32 and 5.33 shall include any applicable provincial or federal taxes.
- 5.35 Every *driver* of a *taxicab* shall ensure that when more than one *passenger* is being transported in a *taxicab*, and said *passengers* have different destinations, the *taximeter* is re-flagged after each destination. The individual or individuals shall then be responsible for the fee registered on the *taximeter* at the point of their particular destination.

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## Schedule I – Temporary Patios

### **Part 1 – Definitions**

“AGCO” means the Alcohol and Gaming Commission of Ontario;

“AODA” means the Accessibility for Ontarians with Disabilities Act;

“*Highway*” means a common and public *roadway*, avenue, parkway, *boulevard*, driveway, square, place, bridge, cul-de-sac, viaduct or trestle, any part of which is intended for or used by the general public for passage of vehicles or pedestrians, and includes the area between the lateral property lines thereof;

“*MASH*” means the Manual for Assessing Safety Hardware created by the American Association of Highway and Transportation Officials;

“*Patio area*” means the entire area of the *temporary patio*;

“*Patio encroachment agreement*” means an agreement that is required between the *operator*, the *Town* and the *Region*, if applicable, regarding the *temporary patio* and any *pedestrian by-pass*, and includes the duration of the *temporary patio*, liability, modifications and general responsibility;

“*Patio season*” means May 1<sup>st</sup> to October 31<sup>st</sup> each year;

“*Patio plan*” a site plan sketch or drawing of a *temporary patio*;

“*Pedestrian by-pass*” means a temporary pathway constructed through on-street parking spaces to accommodate pedestrian movement;

“*Pedestrian clearway*” the area of a *sidewalk* that accommodates pedestrian movement;

“*Restaurant business*” means a *business* where food and refreshments are prepared and served to the public for consumption at tables within or outside the building and which may include the preparation of food in a ready-to-consume state for consumption off the premises;

“*Roadway*” means part of a *highway* used or intended to be used for vehicular travel by the general public;

“*Sidewalk*” means an improved portion of a *Town* or *Region* right-of-way between the *roadway* and the adjacent property line intended for the use of pedestrians;

“*Sidewalk patio*” means a *temporary patio* constructed on a *sidewalk*;

“*Temporary patio*” means an outdoor eating area accessory to a *restaurant business* where, on a seasonal basis, food and/or refreshments prepared on the premises are consumed.

### **Part 2 – Application**

2.1 Every *operator* of a *restaurant business* which intends to have a *temporary patio* located within the *municipal boundary* shall be subject to the applicable provisions within this Schedule.

### **Part 3 – Licence Provisions**

3.1 Every *operator* of a *restaurant business* shall obtain a *licence* pursuant to this Schedule prior to the construction of a *temporary patio*.

#### **Expiry**

3.2 Every *licence* granted pursuant to this Schedule shall expire on October 31.

#### **Application Criteria**

3.3 Every *operator* shall submit an *application* for a *licence* to the *Licence Issuer* on the form provided by the *Town* which shall only be deemed to be complete and ready for review by the *Licence Issuer* if it includes:



- (1) full details and relevant contact information required on the said form;
  - (2) a Certificate of Insurance covering the *temporary patio* which shall include:
    - (a) Commercial General Liability Insurance naming the *Town* as an additional insured, having an inclusive limit of not less than \$2,000,000 per occurrence in accordance with Section 4.12 of this By-law;
    - (b) where alcohol is to be served on the *temporary patio*, the minimum coverage shall be increased to \$5,000,000 per occurrence; and
    - (c) where the *temporary patio* is to be located on the *Region's* right of way, the policy shall name the *Region* as an additional insured;
  - (3) a *patio plan* which, to the satisfaction of the License Issuer, displays the proposed layout of the *temporary patio*;
  - (4) a copy of the *operator's* AGCO liquor licence if alcohol will be served on the patio; and
  - (5) a consent letter, in a form prescribed by the *Town*, from the *landowner* of the *lot* on which the *restaurant business* is located.
- 3.4 Every *operator* of a *restaurant business* to which a *licence* has been granted for their *temporary patio* shall notify the *Licence Issuer* once the *temporary patio* is ready to be inspected by a *designate*.
- 3.5 No *operator* of a *restaurant business* shall cause or permit their *temporary patio* to operate unless an inspection is completed by a *designate* and they are of the opinion that the provisions of this Schedule will be complied with.

#### **Part 4 – General Requirements**

- 4.1 *Temporary patios* shall only be permitted during the prescribed *patio season*.
- 4.2 *Temporary patios* are permitted only where the installation is located directly in front of or adjacent to the *restaurant business*.
- 4.3 The *operator* assumes all maintenance and liability for the *temporary patio* and may be required to undertake alterations or repairs as required by the *Director* to maintain safety and accessibility.
- 4.4 Every operator of a *temporary patio* shall ensure that:
  - (1) the *temporary patio*, *pedestrian by-pass*, furnishings, fences, ramps and other improvements are not permanently fixed and are removed no later than October 31;
  - (2) the *temporary patio* is completely enclosed by a fence or physical barrier with a minimum height of 0.9 metres and a maximum height of 1.2 metres above the patio floor;
  - (3) the *temporary patio* and surrounding areas are maintained in a clean and sanitary condition and clear of any hazards or debris;
  - (4) required accessible parking spaces are not obstructed;
  - (5) the *temporary patio* does not extend past the patio area indicated in the *patio plan*; and
  - (6) the *temporary patio* is not affixed to any trees, street elements or utilities;
- 4.5 No *operator* of a *restaurant business* shall cause or permit a *temporary patio* to obstruct any:
  - (1) fire hydrants or connections used by the *Town's* Fire Department;
  - (2) underground utility access, electrical transformer vaults, utility boxes, drains, storm water drainage or other municipal services;
  - (3) required accessible parking spaces; or
  - (4) access routes or driveways.
- 4.6 No *operator* of a *restaurant business* shall cause or permit a *temporary patio* to operate after 11:00 p.m.

#### **Noise**

- 4.7 No *operator* of a *restaurant business* shall cause or permit any noise from the operation of a *temporary patio* to disturb local residents.

- 4.8 No operator of a restaurant business shall cause or permit amplified sound to be emitted from a temporary patio.

## **Part 5 – Accessibility**

### **Location and Access**

- 5.1 Temporary patios shall be located on a level and slip resistant accessible route or path with a minimum width of 1.5 metres and which is kept clear of all obstructions.
- 5.2 Where accessible parking is provided, the temporary patio shall be located in close proximity to such parking and the required accessible route shall provide access between the temporary patio and accessible parking space.

### **Design Requirements**

- 5.3 In addition to applicable design requirements of the AODA, temporary patios shall meet the following accessibility requirements:
- (1) A temporary patio shall have an entrance with a minimum width of 1 metre;
  - (2) Where there is a step between the temporary patio and adjacent path or access route, the top edge of the step shall be clearly marked using a contrasting colour to reduce the hazard of tripping;
  - (3) temporary patios shall be constructed to ensure that openings on the surface do not allow the passage of an object that has a diameter of more than 20 mm;
  - (4) temporary patios shall be designed to include an unobstructed route with a width of 1.5 metres providing access to seating areas; and
  - (5) Where a person with a disability requires, an accessible table shall be provided on the temporary patio which shall have:
    - (a) knee clearance with the top of the table being between 810 mm to 865 mm above the temporary patio surface; and
    - (b) clear ground space around the table extending 2 metres on at least two sides to permit a forward approach to such table.

## **Part 6 – Patios on Private Property**

### **Patio Plan**

- 6.1 A patio plan for a proposed temporary patio on private property shall include the following:
- (1) location and dimensions of the proposed temporary patio and its entrances and exits;
  - (2) location and use of the adjacent buildings and their entrances and exits;
  - (3) the number of parking spaces to be occupied by the temporary patio;
  - (4) location and dimensions of any enclosures, umbrellas, tents or awnings; and
  - (5) location of tables, chairs and other furniture and installations.

## **Part 7 – Sidewalk Patios**

### **Encroachment Agreement**

- 7.1 Upon conditional approval for a sidewalk patio, the operator will be required to enter into a patio encroachment agreement with the Town.
- 7.2 if a pedestrian by-pass is required, the pedestrian by-pass along with the sidewalk patio shall be included as part of the patio encroachment agreement.

### **Patio Plan**

- 7.3 A patio plan for a proposed sidewalk patio shall include the following:
- (1) location and dimensions of the proposed sidewalk patio and its entrances and exits;
  - (2) location and use of the adjacent buildings and their entrances and exits;
  - (3) the number of parking spaces to be occupied by the sidewalk patio;

- (4) location and dimensions of any umbrellas, awnings or canopies;
- (5) location of tables, chairs and other furniture and installations;
- (6) width and length of the *sidewalk* occupied;
- (7) location, dimensions and construction material to be used for the boundary fence;
- (4) location municipal and regional services within or adjacent to the proposed *sidewalk patio*;
- (5) location of proximate transit stops and amenities; and
- (5) location of trees within or adjacent to the proposed *sidewalk patio*.

### Operator Requirements

- 7.4 No *operator* of a *restaurant business* shall cause or permit a *temporary patio* to obstruct:
- (1) any vehicular travel lane or any lane designated as no parking, accessible parking or delivery space;
  - (2) sightlines for pedestrians, cyclists or motorists;
  - (3) a transit stop location, any related transit amenities or space required for transit vehicle access; or
  - (4) an existing pedestrian crossing.
- 7.5 *Sidewalk patios* shall only be permitted adjacent to *roadways* with:
- (1) a designated posted speed limit of 50 km or less;
  - (2) existing on-street parking; and
  - (3) two vehicular travel lanes.
- 7.6 Every *operator* of *restaurant business* shall ensure that the *sidewalk patio*:
- (1) maintains at least 1.8 metres *pedestrian clearway* for unobstructed pedestrian mobility;
  - (2) has a minimum setback of 5 metres from any fire hydrant or to the middle of any connection used by the *Town's Fire Department*;
  - (3) is in accordance with the following intersection requirements:
    - (a) shall not obstruct any intersection sightlines; and
    - (b) shall have a minimum setback of 3 metres from a driveway intersection.

### Pedestrian By-Pass

- 7.7 Where the *pedestrian clearway* requirement of 7.6 (1) cannot be maintained, a *pedestrian by-pass* shall be constructed.
- 7.8 No *operator* of a *restaurant business* shall cause or permit a *pedestrian by-pass* to be located in a vehicular traffic lane or any lane designated as no parking, accessible parking or delivery space.
- 7.9 Every *operator* of *restaurant business* shall ensure that the *pedestrian bypass*:
- (1) is a minimum of 1.8 metres wide;
  - (2) is clear and free of obstructions;
  - (3) has a minimum setback of 0.6 metres from any vehicular travel lanes;
  - (4) is a raised platform deck that is slip resistant and has a flush transition with the *sidewalk*;
  - (5) Notwithstanding Subsection 7.9 (4), if a platform deck is not used as part of the *pedestrian by-pass*, a ramp may be used in accordance with the following standards:
    - (a) the slope shall be less than 1:10;
    - (b) shall be a minimum of 1.8 metres wide;
    - (c) shall be stable so that it does not shift or move when used;
    - (d) shall have a surface including flared sides that:
      - (i) is slip resistant;
      - (ii) is visible at night;
      - (iii) has a detectable warning surface with colour;
      - (iv) has texture that is contrasted with the adjacent surfaces; and

- (v) has a smooth transition that is less than 6 millimetres from the ramp and the adjacent surfaces.
- (5) has signage that, to the satisfaction of the *License Issuer*, directs pedestrians on the sidewalk to the *pedestrian bypass*;
- (6) does not obstruct street utilities or storm water drainage;
- (7) has a barrier with a minimum height of 0.9 metres and a maximum height of 1.2 metres;
- (8) has a barrier between the *pedestrian by-pass* and travel lane and be a minimum *MASH* test level TL-1 or equivalent; and
- (9) is installed by a licensed contractor.

7.10 Every *operator of restaurant business* shall ensure that temporary signage and traffic control devices are installed that, to the satisfaction of the *Licence Issuer*, provide motorists and cyclists with advance warning of the presence of the *pedestrian by-pass*.

#### **Adjacent Property Notification and Consent**

7.11 Every *operator of a restaurant business* shall provide written notification of a proposed *pedestrian by-pass* to the adjacent *landowners* and tenants prior to construction within any on-street parking.

7.12 Every *operator of a restaurant business* shall receive written consent from adjacent *business owners* and provide such written proof of consent to the *Licence Issuer*, and any other documentation required by the *Licence Issuer* acting reasonably, to support the proposed *pedestrian by-pass* being constructed within any on-street parking.

#### **Fencing**

7.13 Every *operator of restaurant business* shall that temporary fencing, planter boxes or other items that provide a vertical barrier is installed between the *temporary patio* and the *pedestrian clearway*.

7.14 Every *operator of restaurant business* shall ensure that the temporary fencing, planter boxes or other vertical barrier:

- (1) is a minimum height of 0.9 metres and a maximum height of 1.2 metres;
- (2) has a solid base extending to the ground and be of a contrasting colour to the walking surface;
- (3) is free-standing and self-supporting with appropriate weights;
- (4) does not project into the travel path of pedestrians, cyclists or motorists;
- (5) does not penetrate the surface of the ground;
- (6) does not create a trip hazard and does not project beyond the limits of the *temporary patio*;
- (7) is not attached to trees, street elements or utilities;
- (8) is not made of fabric, canvas, plywood, plexiglass or similar materials; and
- (9) has retro-reflective tape or reflective flexi-posts at each end of the *temporary patio*.

#### **Awnings**

7.15 Every *operator of restaurant business* shall ensure that any awning used as part of the *temporary patio*:

- (1) is a minimum of 2.4 metres in height;
- (2) is installed on the first story of the building; and
- (3) does not conflict with any trees.

#### **Umbrellas and Canopies**

7.16 Every *operator of restaurant business* shall ensure that any umbrella or canopy used as part of the *temporary patio*;

- (1) has a maximum width of 3 metres and maximum length of 3 metres;
- (2) is at least 2.1 metres in height measured from the ground to the fabric;

- (3) is located entirely within the limits of the *sidewalk patio* and does not encroach onto the *roadway*;
- (4) is properly weighed down;
- (5) is removed during inclement weather or high winds so as to not create a safety hazard;
- (6) does not obstruct sightlines for pedestrians, cyclists or motorists;
- (7) is free-standing and self-supporting with appropriate weights;
- (8) does not penetrate the surface of the ground; and
- (9) is secured without endangering any aboveground or underground utilities.

### **Lighting**

7.17 Every *operator of restaurant business* shall ensure that any lighting used as part of the *temporary patio* is in accordance with the following:

- (1) shall not exceed 3 metres in height;
- (2) shall only be located within the boundaries of the *patio area*;
- (3) lighting elements and power cables shall not run over the *pedestrian clearway*;
- (4) shall be directed into the *patio area* and away from neighboring properties and the *roadway*; and
- (5) shall not be attached to trees, utilities or other street elements.

## Appendix A

### Threshold Policy

This policy shall apply to any *person* to whom a *licence* has been granted and *applicants* who must disclose the nature of a pending charge, submit a Criminal Record Check or Driver Abstract. The thresholds are used to review pending charges and convictions of offences to assess if a *person* is or may become ineligible to engage in a *business* due to being incompatible with the protection of the health, safety or welfare of the public, consumer interest or otherwise. Further, the thresholds provide an objective, transparent and impartial method to manage the granting of *licences*.

### Application of Thresholds

- (1) The *Licence Issuer* shall refuse to grant a *licence* and shall revoke an existing *licence* if any of the following thresholds apply:
  - (a) any Code 1 conviction;
  - (b) any Code 2 conviction within the last 10 years;
  - (c) any Code 3 conviction within the last 5 years;
  - (d) two or more Code 3 convictions within the last 10 years;
  - (e) any Code 4 conviction within the last 3 years;
  - (f) two or more Code 4 convictions within the last 5 years;
  - (g) any Code 5 or 6 conviction within the last year;
  - (h) any Code 7 conviction within the last year;
  - (i) nine or more demerit points, as defined in the *Highway Traffic Act*, on a Driver Abstract.
- (2) No *person* shall be eligible for a *licence* in respect of a *kennel business*, as defined by Schedule C – Kennel Business, or a *pet shop business*, as defined by Schedule D – Pet Shop Business, if such *person* has been convicted of cruelty to animals pursuant to Part XI of the *Criminal Code*.

<b>Criminal Code Offences</b>	<b>Description</b>	<b>Code</b>
Sexual Offences (minors)	Interference, invitation, exploitation, procuring sexual activity (parent or guardian), permitting sexual activity (householder) corrupting children, luring a child, exposure, incest (with minor)	1
Homicide	Homicide, manslaughter, infanticide, murder, attempt to commit, accessory	1
Terrorism	Providing or collecting property, using or possessing property for terrorist purposes, providing, making available property	2
Major assault and sexual assault offences	Sexual assault with weapon, causing bodily harm, aggravated, assault with weapon, causing bodily harm	2
Criminal organization	Participating in activities of	2
Sexual offences (against person other than minor)	Exploitation of persons with a disability, incest, indecent act, sexual assault	3
Confinement	Kidnapping, hostage taking, abduction	3
Hate propaganda	Advocating genocide, public incitement of hatred	3
Robbery, extortion	All offences	3
Assault	Assault, assault of a peace officer	3
Operation of vehicles, vessels or aircraft	Dangerous operation, flight, causing death by criminal negligence (street racing), causing bodily harm by criminal negligence (street racing), dangerous operation of motor vehicle while street racing, failing to stop for police, failure to stop at scene of accident, operation while impaired, operation with more than 80 milligrams of alcohol in blood, operation while disqualified	3
Criminal negligence	Criminal negligence, causing death, causing bodily harm	4
Noxious thing, poison	Administering to harm	4
Harassment, threats	Criminal harassment, uttering threats	4
Explosives	Using, possession	4
Weapons	Possession, carrying, trafficking	4

Firearms	Using in commission of offence, careless use, pointing, possession, acquisition without certificate, causing bodily harm with intent (firearm, air gun or pistol)	4
Theft offences	All offences	4
Forgery offences	All offences	4
Fraud	Fraud offences, falsifying documents	4
Traps	Setting traps likely to cause bodily harm	4
Break and enter	Break and enter	4
Crime – possession of property	Possession of property obtained by crime	4
Arson	All offences	4
Counterfeit money	Making counterfeit money, uttering counterfeit money, advertising, dealing	4
Proceeds of crime	Laundering proceeds of crime	4
Noxious thing, poison	Administering to annoy, to aggrieve	5
Mischief	Mischief	5
Conspiracy	Conspiracy to commit an indictable offence	5
Bawdy-houses	Keeping common bawdy-house, transporting person to bawdy-house, procuring	5
Prostitution	Offences related to prostitution	5
Other	All other <i>Criminal Code</i> convictions	6

<b>By-law</b>	<b>Description</b>	<b>Code</b>
Contravention regarding a <i>plate</i> or <i>renewal decal</i>	Affixing a <i>plate</i> to an unauthorized <i>vehicle</i> or affixing a <i>renewal decal</i> to an unauthorized <i>plate</i> Failure to remove and return a <i>plate</i> to the <i>Licence Issuer</i> when required	7

<b>Controlled Drugs and Substances Act Offences</b>	<b>Description</b>	<b>Code</b>
Possession	Possession of substance	5
Trafficking	Of Schedule I or II substance	3
	Of Schedule III substance	4
	Of Schedule IV substance	5
Importing, exporting	Of Schedule I or II substance	3
	Of Schedule III substance	4
	Of Schedule IV substance	5
Production	Of Schedule I or II substance	3
	Of Schedule III substance	4
	Of Schedule IV substance	5

<b>Highway Traffic Act Offences</b>	<b>Description</b>	<b>Code</b>
Driving prohibited while licence suspended	Driving prohibited while licence suspended or disqualified.	4
Suspension while prohibited from driving	Driving while licence suspended	4
Rate of speed	Exceeding speed by 50 km/hr	4
Racing	Racing, performing a stunt	4
Careless driving	Careless driving	4
Fail to remain	Fail to remain at the scene of an accident	4
Fail to stop for Police Officer	Fail to stop when signaled or requested by a Police Officer	4
Fail to stop for school bus	Fail to stop for a school bus	4