



**TOWNSHIP OF MELANCTHON POLICE SERVICES BOARD**  
**ZOOM ELECTRONIC MEETING**  
**AGENDA – TUESDAY OCTOBER 11, 2022 – 9:00 A.M.**

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Join Zoom Meeting

<https://us02web.zoom.us/j/82917033219?pwd=V2FDWFRHNVZnMXIOSXVLenIyM0ZNZz09>

Meeting ID: 829 1703 3219

Passcode: 201950

One tap mobile

+14388097799,,82917033219#,,,,\*201950# Canada

+15873281099,,82917033219#,,,,\*201950# Canada

Dial by your location

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 780 666 0144 Canada

+1 204 272 7920 Canada

Meeting ID: 829 1703 3219

Passcode: 201950

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1. **Call to Order**
2. **Land Acknowledgement Statement**

*We will begin the meeting by sharing the Land Acknowledgement Statement:*

We would like to begin by acknowledging that Melancthon Township recognizes the ancestral lands and treaty territories of the Tionontati (Petun/Wyandot(te)), Haudenosaunee (Six Nations), and Anishinaabe Peoples. The Township of Melancthon resides within the lands named under the Haldimand Deed of 1784 and the Lake Simcoe-Nottawasaga Treaty (Treaty 18).

These territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

3. **Attendance**
4. **Approval of Agenda**
5. **Declaration of Pecuniary Interest or Conflict of Interest**
6. **Approval of Draft Minutes – July 12, 2022**
7. **Issues Arising from Minutes**
  1. E-mail from Chair Blundel re: PSB follow up discussions
8. **Presentations/Delegations**
9. **Correspondence**
  - 1.
10. **Financial**
11. **Detachment Commander's Report**
  1. Detachment Commander 3rd Quarter Report (July - Sept, 2022)
  2. Other
12. **Committee Reports**
13. **Other Business**
  1. Letter re: Let's remember Adam
  2. Town of Orangeville – Towing By-law
  3. MOU Horning's Mills Community Hall Shelter
  4. Additions to the Agenda, if any
14. **Public Discussion**
15. **Date of Next Meeting – To be determined**
16. **Adjournment**

Good afternoon.

Mayor White, Sarah.  
for inclusion as " Business Arising from minutes July 11"

As discussed, the increase in Part1 and decrease Part 3 offences illustrate the additional presence this quarter.

There will be increased hours for RIDE events and ATV Patrol as the summer continues.  
Staffing remains relatively stable with a new recruit starting this month and the opportunity for a placement from Wasaga. backfilling current openings.  
however as officers near 18 months the opportunity for transfers become possible.

The JUNE Black Cat data from Hornings Mills and 4th Line NE is very similar showing approx 65% of vehicles travel below or <15kph of posted speed. with 25% between 16 and 25kph

for Hornings Mills this shows 10% ( 400 vehicles) travelling above 56Kph. in a small hamlet this could be a tragedy. ( 43 above 76kph.)  
for 4th line NE this shows 30% ( 563) travelling above 96 kph with 48 over 116 kph.

In both instances this calls for additional scrutiny by the OPP, increased presence and targeted LIDAR , this information is being reviewed by the Traffic Unit.

Staff Jelich ,  
Thank you for your time this morning, it was great to meet you.  
Please add to the synopsis above feel free to expand or correct where I may have mis-stated.

as an aside, My wife remembers you as the officer who cited her last month for invalid insurance in vehicle  
small world. :)

Insp Ward,  
I did reach out to Const Roach and we will be discussing the possibility of an OPP info session before the summer ends.

Thank you again for your time and service.

stay safe, be well



# Dufferin Ontario Provincial Police

## Township of Melancthon Police Services Board Report 11 October 2022

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### Detachment Commander's Report

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It is my pleasure to provide this report to the Township of Melancthon Police Services Board. The Detachment Personnel are committed to providing a professional policing service that addresses identified community needs and concerns.

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## THE PROMISE OF THE OPP

**OPP Vision**                      Safe Communities . . . A Secure Ontario.

### **OPP Mission**

To serve our province by protecting its citizens, upholding the law and preserving public safety.

### **OPP Values**

*Serving with* **PRIDE, PROFESSIONALISM, & HONOUR**

*Interacting with* **RESPECT, COMPASSION & FAIRNESS**

*Leading with* **INTEGRITY, HONESTY, & COURAGE**

*Always doing the right things for the right reasons.*

**Police Services Board Report for Town of Melancthon**  
**2022/Jul to 2022/Sep**

<b>Public Complaints</b>	
Policy	0
Service	0
Conduct	0

**Date information collected from Professional Standards Bureau Commander Reports:** 2022-10-04

**Data Source**

Ontario Provincial Police, Professional Standards Bureau Commander Reports

- Includes all public policy, service and conduct complaints submitted to the Office of the Independent Police Review Director (OIPRD)

<b>Secondary Employment</b>

**Detachment:** 1N - DUFFERIN

**Location code(s):** 1N00 - DUFFERIN

**Area code(s):** 1005 - Melancthon (old association)

**Report Generated by:**

Girdler, Brad

**Report Generated on:**

4-Oct-22 9:47:58 AM

PP-CSC-Operational Planning-4300



## Calls For Service (CFS) Billing Summary Report

### Melancthon July to September - 2022

Billing Categories (Billing categories below do not match traditional crime groupings)		2022				2021			
		July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	Attempted Murder	0	1	16.1	16.1	0	0		0.0
	Sexual Assault	1	4	16.1	64.4	1	2	16.1	32.2
	Assault With Weapon or Causing Bodily Harm-Level 2	1	2	16.1	32.2	1	3	16.1	48.3
	Assault-Level 1	0	1	16.1	16.1	2	4	16.1	64.4
	Criminal Harassment	1	2	16.1	32.2	3	3	16.1	48.3
	Indecent/Harassing Communications	0	1	16.1	16.1	0	0		0.0
	Utter Threats to Person	1	6	16.1	96.6	4	5	16.1	80.5
	<b>Total</b>	<b>4</b>	<b>17</b>	<b>16.1</b>	<b>273.7</b>	<b>11</b>	<b>17</b>	<b>16.1</b>	<b>273.7</b>
Property Crime Violations	Break & Enter	3	7	6.5	45.5	1	4	6.5	26.0
	Theft Over -master code	1	1	6.5	6.5	0	1	6.5	6.5
	Theft Over - Trailers	0	0		0.0	0	1	6.5	6.5
	Theft Over - Other Theft	0	0		0.0	0	1	6.5	6.5
	Theft of Motor Vehicle	1	4	6.5	26.0	2	3	6.5	19.5
	Theft of - All Terrain Vehicles	0	1	6.5	6.5	0	0		0.0
	Theft of - Construction Vehicles	0	0		0.0	1	1	6.5	6.5
	Theft Under -master code	0	0		0.0	0	1	6.5	6.5
	Theft under - Bicycles	0	0		0.0	0	1	6.5	6.5
	Theft under - Other Theft	0	4	6.5	26.0	2	6	6.5	39.0
	Theft under - Boat (Vessel)	0	0		0.0	0	1	6.5	6.5
	Theft FROM Motor Vehicle Under \$5,000	2	2	6.5	13.0	0	0		0.0
	Possession of Stolen Goods over \$5,000	0	0		0.0	0	1	6.5	6.5
	Possession of Stolen Goods under \$5,000	0	0		0.0	1	1	6.5	6.5
	Fraud -Master code	0	0		0.0	1	1	6.5	6.5
	Fraud - Steal/Forge/Poss./ Use Credit Card	0	1	6.5	6.5	1	2	6.5	13.0
	Fraud -Money/ property/security > \$5,000	0	0		0.0	0	1	6.5	6.5



## Calls For Service (CFS) Billing Summary Report

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		July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Property Crime Violations	Fraud -Money/ property/security <= \$5,000	1	3	6.5	19.5	0	1	6.5	6.5
	Fraud - Other	0	0		0.0	0	1	6.5	6.5
	Mischief - master code	4	9	6.5	58.5	0	5	6.5	32.5
	Interfere with lawful use, enjoyment of property	1	1	6.5	6.5	0	0		0.0
	Property Damage	0	0		0.0	0	3	6.5	19.5
	<b>Total</b>	<b>13</b>	<b>33</b>	<b>6.5</b>	<b>214.5</b>	<b>9</b>	<b>36</b>	<b>6.5</b>	<b>234.0</b>
Other Criminal Code Violations (Excluding traffic)	Offensive Weapons-Possession of Weapons	0	1	7.7	7.7	0	1	7.7	7.7
	Bail Violations - Fail To Comply	0	0		0.0	1	1	7.7	7.7
	Disturb the Peace	0	1	7.7	7.7	0	3	7.7	23.1
	Utter Threats to Property / Animals	0	0		0.0	1	1	7.7	7.7
	Offensive Weapons-Careless use of firearms	0	1	7.7	7.7	0	0		0.0
	Animals - Cruelty	0	0		0.0	0	1	7.7	7.7
	<b>Total</b>	<b>0</b>	<b>3</b>	<b>7.7</b>	<b>23.1</b>	<b>2</b>	<b>7</b>	<b>7.7</b>	<b>53.9</b>
Drug Possession	Possession Cocaine	1	1	7.0	7.0	0	0		0.0
	Possession û Opioid (other than heroin)	0	0		0.0	1	1	7.0	7.0
	Drug related occurrence	2	3	7.0	21.0	0	0		0.0
	<b>Total</b>	<b>3</b>	<b>4</b>	<b>7.0</b>	<b>28.0</b>	<b>1</b>	<b>1</b>	<b>7.0</b>	<b>7.0</b>
Drugs	Trafficking Cocaine	0	0		0.0	0	1	55.1	55.1
	Possession of cannabis for purpose of distributing	0	1	55.1	55.1	0	0		0.0
	<b>Total</b>	<b>0</b>	<b>1</b>	<b>55.1</b>	<b>55.1</b>	<b>0</b>	<b>1</b>	<b>55.1</b>	<b>55.1</b>
Statutes & Acts	Landlord/Tenant	5	17	3.4	57.8	9	24	3.4	81.6
	Mental Health Act	6	12	3.4	40.8	2	8	3.4	27.2
	Mental Health Act - Attempt Suicide	1	2	3.4	6.8	0	0		0.0
	Mental Health Act - Threat of Suicide	2	6	3.4	20.4	2	3	3.4	10.2
	Mental Health Act - Voluntary Transport	1	2	3.4	6.8	0	0		0.0
	Mental Health Act - Placed on Form	0	1	3.4	3.4	0	2	3.4	6.8
	Mental Health Act - Apprehension	1	5	3.4	17.0	3	6	3.4	20.4



## Calls For Service (CFS) Billing Summary Report

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		July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Statutes & Acts	Custody Dispute	0	0		0.0	0	1	3.4	3.4
	Trespass To Property Act	9	17	3.4	57.8	1	11	3.4	37.4
	<b>Total</b>	<b>25</b>	<b>62</b>	<b>3.4</b>	<b>210.8</b>	<b>17</b>	<b>55</b>	<b>3.4</b>	<b>187.0</b>
Operational	Animal -Master code	0	1	3.7	3.7	0	0		0.0
	Animal Stray	3	8	3.7	29.6	4	4	3.7	14.8
	Animal Injured	3	5	3.7	18.5	0	0		0.0
	Animal - Other	0	0		0.0	0	1	3.7	3.7
	Domestic Disturbance	7	22	3.7	81.4	8	18	3.7	66.6
	Suspicious Person	2	4	3.7	14.8	5	10	3.7	37.0
	Phone -Nuisance - No Charges Laid	0	1	3.7	3.7	0	2	3.7	7.4
	Fire - Building	1	4	3.7	14.8	2	5	3.7	18.5
	Fire - Vehicle	0	1	3.7	3.7	0	0		0.0
	Fire - Other	1	1	3.7	3.7	0	1	3.7	3.7
	Missing Person 12 & older	0	0		0.0	0	1	3.7	3.7
	Missing Person Located 12 & older	0	3	3.7	11.1	1	1	3.7	3.7
	Noise Complaint - Master code	0	0		0.0	2	2	3.7	7.4
	Noise Complaint - Animal	0	0		0.0	1	1	3.7	3.7
	Accident - non-MVC -Master code	0	0		0.0	1	1	3.7	3.7
	Found Property - Master code	0	2	3.7	7.4	0	1	3.7	3.7
	Found-Others	0	0		0.0	0	2	3.7	7.4
	Lost Property - Master code	0	2	3.7	7.4	2	2	3.7	7.4
	Sudden Death - Suicide	2	3	3.7	11.1	0	0		0.0
	Sudden Death - Natural Causes	0	0		0.0	1	1	3.7	3.7
	Sudden Death - Others	0	1	3.7	3.7	0	1	3.7	3.7
	Suspicious Vehicle	7	18	3.7	66.6	4	10	3.7	37.0
	Trouble with Youth	1	2	3.7	7.4	0	0		0.0
	Vehicle Recovered - Automobile	0	1	3.7	3.7	0	2	3.7	7.4
	Vehicle Recovered - Constr. Vehicle	0	0		0.0	0	1	3.7	3.7
	Vehicle Recovered - Other	0	0		0.0	0	1	3.7	3.7





## Calls For Service (CFS) Billing Summary Report

### Melancthon July to September - 2022

Billing Categories (Billing categories below do not match traditional crime groupings)		2022				2021			
		July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Unwanted Persons	2	4	3.7	14.8	1	2	3.7	7.4
	Neighbour Dispute	2	8	3.7	29.6	3	17	3.7	62.9
	Noise By-Law	0	1	3.7	3.7	0	0		0.0
	Other Municipal By-Laws	0	3	3.7	11.1	2	3	3.7	11.1
	Assist Fire Department	1	3	3.7	11.1	1	3	3.7	11.1
	Assist Public	9	38	3.7	140.6	16	63	3.7	233.1
	Family Dispute	3	11	3.7	40.7	1	8	3.7	29.6
	<b>Total</b>	<b>44</b>	<b>147</b>	<b>3.7</b>	<b>543.9</b>	<b>55</b>	<b>164</b>	<b>3.7</b>	<b>606.8</b>
Operational2	False Alarm -Others	6	11	1.3	14.3	5	11	1.3	14.3
	Keep the Peace	8	25	1.3	32.5	4	13	1.3	16.9
	911 call / 911 hang up	2	2	1.3	2.6	2	10	1.3	13.0
	911 call - Dropped Cell	1	2	1.3	2.6	6	11	1.3	14.3
	<b>Total</b>	<b>17</b>	<b>40</b>	<b>1.3</b>	<b>52.0</b>	<b>17</b>	<b>45</b>	<b>1.3</b>	<b>58.5</b>
Traffic	MVC (MOTOR VEHICLE COLLISION) -Master code	0	2	3.5	7.0	3	3	3.5	10.5
	MVC - Personal Injury (MOTOR VEHICLE COLLISION)	2	7	3.5	24.5	2	6	3.5	21.0
	MVC - Prop. Dam. Non Reportable	3	22	3.5	77.0	1	16	3.5	56.0
	MVC - Prop. Dam. Reportable (MOTOR VEHICLE COLLISION)	11	56	3.5	196.0	9	48	3.5	168.0
	MVC - Prop. Dam. Failed to Remain (MOTOR VEHICLE COLLISION)	1	2	3.5	7.0	1	1	3.5	3.5
	<b>Total</b>	<b>17</b>	<b>89</b>	<b>3.5</b>	<b>311.5</b>	<b>16</b>	<b>74</b>	<b>3.5</b>	<b>259.0</b>
<b>Total</b>		<b>123</b>	<b>396</b>		<b>1,712.6</b>	<b>128</b>	<b>400</b>		<b>1,735.0</b>

#### Note to Detachment Commanders:

- The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated. The municipality may treat this as a public document and distribute it as they wish.
- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2021 billing period.



## Calls For Service (CFS) Billing Summary Report

**Melancthon**  
**July to September - 2022**

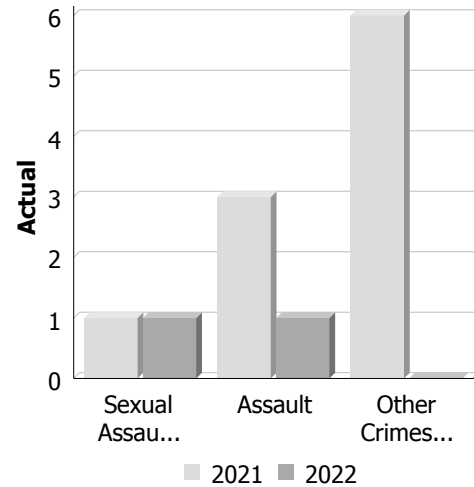
### **Note to Municipalities:**

- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not match traditional crime groupings seen in other public reports such as the OPP Police Services Board reports or Statistics Canada reporting.

**Police Services Board Report for Township of Melancthon**  
**Records Management System**  
**July to September - 2022**

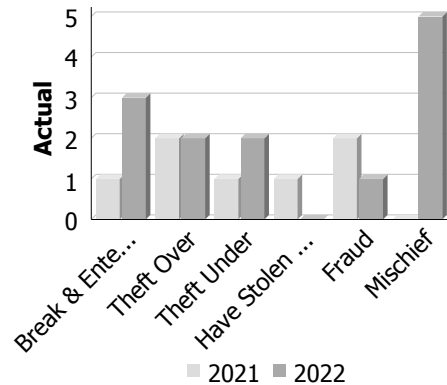
**Violent Crime**

Actual	July to September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	1	1	0.0%	2	4	100.0%
Assault	3	1	-66.7%	7	3	-57.1%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	0	0	--
Other Crimes Against a Person	6	0	-100.0%	7	7	0.0%
<b>Total</b>	<b>10</b>	<b>2</b>	<b>-80.0%</b>	<b>16</b>	<b>14</b>	<b>-12.5%</b>



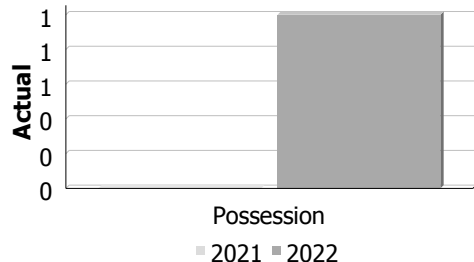
**Property Crime**

Actual	July to September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	1	3	200.0%	4	7	75.0%
Theft Over	2	2	0.0%	6	6	0.0%
Theft Under	1	2	100.0%	7	6	-14.3%
Have Stolen Goods	1	0	-100.0%	2	0	-100.0%
Fraud	2	1	-50.0%	6	4	-33.3%
Mischief	0	5	--	5	10	100.0%
<b>Total</b>	<b>7</b>	<b>13</b>	<b>85.7%</b>	<b>30</b>	<b>33</b>	<b>10.0%</b>



**Drug Crime**

Actual	July to September			Year to Date - September		
	2021	2022	% Change	2021	2022	% Change
Possession	0	1	--	0	1	--
Trafficking	0	0	--	1	0	-100.0%
Importation and Production	0	0	--	0	0	--
<b>Total</b>	<b>0</b>	<b>1</b>	<b>--</b>	<b>1</b>	<b>1</b>	<b>0.0%</b>



**Detachment:** 1N - DUFFERIN  
**Location code(s):** 1N00 - DUFFERIN  
**Area code(s):** 1005 - Melancthon  
**Data source date:**  
 2022/10/01

**Report Generated by:**  
 Girdler, Brad

**Report Generated on:**  
 4-Oct-22 9:07:03 AM  
 PP-CSC-Operational Planning-4300

Updated : Monday, July 18, 2022 - Current Period : 1999/12/31

[1N - DUFFERIN](#)
[2022 Q 2](#)
[All Offence Hours of Day](#)
[All Offence Days of Week](#)
[All Offence Months](#)
[All Coverage Types](#)
[CC\\_Provincial Statutes](#)
[All Offence Act Part Types](#)
[All Courts](#)
[All Badges](#)
[All License Plate Location](#)
[All Offender Gender](#)
[All Offender Age Group](#)
[All Date Added](#)
[All Prior Offence Date](#)
[MEASURES](#)

Offence Count as values		HTA	CC-Non-Traffic (Revised)	Other	CC_Provincial Statutes
2022/Apr	April	1,005	33	120	1,158
	All Offence Months	1,005	33	120	1,158
2022/May	May	846	5	85	936
	All Offence Months	846	5	85	936
2022/Jun	June	566	5	58	629
	All Offence Months	566	5	58	629
2022 Q 2		2,417	43	263	2,723

Zero suppression rows and columns. Suppression options applied: zero values, division by zero, missing values, overflow values.

Updated : Tuesday, September 20, 2022 - Current Period : 1999/12/31

1N - DUFFERIN 2022 Q 3 All Offence Hours of Day All Offence Days of Week All Offence Months All Coverage  
Types CC\_Provincial Statutes All Offence Act Part Types All Courts All Badges All License Plate Location All  
Offender Gender All Offender Age Group All Date Added All Prior Offence Date MEASURES

Offence Count as values		HTA	CC-Traffic (Revised)	CC-Non-Traffic (Revised)	Other	CC_Provincial Statutes
2022/Jul	July	1,134	1	1	83	1,219
	All Offence Months	1,134	1	1	83	1,219
2022/Aug	August	756	1	6	63	826
	All Offence Months	756	1	6	63	826
2022 Q 3		1,890	2	7	146	2,045

Zero suppression rows and columns. Suppression options applied: zero values, division by zero, missing values, overflow values.

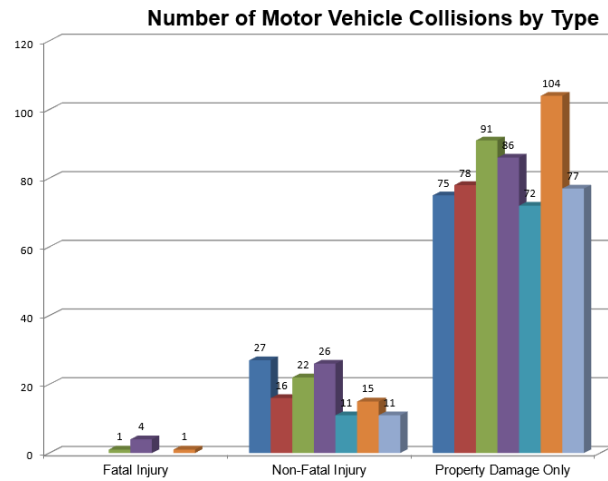
Tuesday, October 4, 2022

## Traffic File Control Register

**Report Period: 01-JUL-2022 thru 30-SEP-2022**

**Report Criteria -->** Detachment Code starting with {1N} Report Type equals {\*} Incident Type equals {\*}

S t a t u s	Incident Date	Incident Time	Self- Repor ted	Location	Jurisdiction	RdHwy Intersection	Incident Type	Primary Cause	Report Type
C	02-Jul-22	10:30	No	COUNTY ROAD 124	MELANCTHON TWP		Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	07-Jul-22	12:45	No	2ND LINE	MELANCTHON TWP	300 SIDEROAD	Non-Fatal Injury	Inattentive driver	Motor Vehicle
C	11-Jul-22	18:50	No	10 10	MELANCTHON TWP	COUNTY ROAD 17	Property Damage Only	Following too closely	Motor Vehicle
C	03-Jul-22	17:52	No	2ND LINE	MELANCTHON TWP	COUNTY ROAD 17	Property Damage Only	Failed to yield right of way	Motor Vehicle
C	15-Jul-22	16:13	No	10 10	MELANCTHON TWP	COUNTY ROAD 17	Property Damage Only	Failed to yield right of way	Motor Vehicle
C	18-Jul-22	7:15	No	4TH LINE	MELANCTHON TWP	250 SIDEROAD	Property Damage Only	Unknown	Motor Vehicle
C	14-Jul-22	21:14	No	COUNTY ROAD 9	MELANCTHON TWP	8TH LINE	Property Damage Only	Ability Impaired â Alcohol	Motor Vehicle
C	22-Jul-22	15:26	No	COUNTY ROAD 17	MELANCTHON TWP	COUNTY ROAD 124	Property Damage Only	Inattentive driver	Motor Vehicle
C	25-Jul-22	5:44	No	COUNTY ROAD 124	MELANCTHON TWP	MAIN	Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	08-Aug-22	17:55	No	COUNTY ROAD 17	MELANCTHON TWP	5TH LINE	Non-Fatal Injury	Speed -- too fast for conditions	Motor Vehicle
C	09-Aug-22	2:23	No	2ND LINE	MELANCTHON TWP	COUNTY ROAD 9	Property Damage Only	Unknown	Motor Vehicle
C	12-Aug-22	10:00	No	89 89	MELANCTHON TWP	PROTON-MELANCTHON TOWNLINE	Property Damage Only	Speed -- too fast for conditions	Motor Vehicle
C	14-Aug-22	14:42	No	10 10	MELANCTHON TWP	COUNTY ROAD 17	Property Damage Only	Failed to yield right of way	Motor Vehicle
C	25-Aug-22	10:25	No	COUNTY ROAD 124	MELANCTHON TWP	20 SIDEROAD	Non-Fatal Injury	Improper turn	Motor Vehicle
C	26-Aug-22	11:31	No	COUNTY ROAD 21	MELANCTHON TWP	4TH LINE	Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	08-Sep-22	6:25	No	COUNTY ROAD 9	MELANCTHON TWP	8TH LINE	Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	13-Sep-22	9:09	No	2ND LINE	MELANCTHON TWP	COUNTY RD 17	Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	13-Sep-22	6:00	No	COUNTY ROAD 124	MELANCTHON TWP	15th sideroad	Property Damage Only	Animal - Wild or Domestic	Motor Vehicle
C	22-Sep-22	7:58	No	10 10	MELANCTHON TWP	250 SIDEROAD	Property Damage Only	Driver fatigue	Motor Vehicle
C	28-Sep-22	16:29	No	2ND LINE	MELANCTHON TWP	89	Property Damage Only	Unknown	Motor Vehicle
C	27-Aug-22	16:55	No	10 10	MELANCTHON TWP	270 SIDEROAD	Property Damage Only	Following too closely	Motor Vehicle



**Date**

2016
2017
2018

**Quarter**

Q1
Q2
Q3
Q4

**Jurisdiction**

ESSA TWP
GRAND VALLEY
GREY HIGHLANDS
MELANCHTHON TWP
MONO
MULMUR TWP
NEW TECUMSETH

**Incident Type**

Fatal Injury
Non-Fatal Injury
Other
Property Damage Only
(blank)

Jurisdiction: MELANCHTHON TWP  
Quarter: (All)

Count of Incident Type	Column Labels						
Row Labels	2016	2017	2018	2019	2020	2021	2022
Fatal Injury	1	4	1	0	0	0	0
Non-Fatal Injury	27	16	22	26	11	15	11
Property Damage Only	75	78	91	86	72	104	77
Grand Total	102	94	114	116	83	120	88

## Part 1 Summary for Melancthon

MELANCTHON	2021	2022
Jan	33	102
Feb	42	77
Mar	100	97
Apr	140	172
May	113	167
June	62	135
July	47	161
Aug	75	121
Sept	45	193
Oct	80	
Nov	116	
Dec	74	
Total	927	1225

## Part 3 Summary for Melancthon

MELANCTHON	2021	2022
Jan	9	4
Feb	10	16
Mar	2	3
Apr	10	4
May	8	0
June	1	5
July	10	6
Aug	14	3
Sept	3	16
Oct	8	
Nov	4	
Dec	9	
Total	88	57



**False Alarms in Melancthon July - September 2022- Total: 6**

<b>Call</b>	<b>Date</b>	<b>Location</b>
Alarm	2022/07/01 03:44	Main Street
Alarm	2022/07/14 16:47	157105 Highway 10
Alarm	2022/08/15 18:48	825416 Melancthon- Nottawasaga Townline
Alarm	2022/09/08 17:35	157101 10 Highway
Alarm	2022/09/10 19:27	683052 County Road 21
Alarm	2022/09/14 03:40	Main Street

## **ACTION PLAN Township of Melancthon**

### **R.I.D.E. Hours**

**2022 – YTD: 60.50**  
July: 7.00  
August: 7.50  
September: 4.00

### **ATV Patrol Hours**

**2022 – YTD: 43.00**  
July: 0.00  
August: 8.00  
September: 0.00

### **Mental Health Occurrences**

**2022 – YTD: 28**  
July: 3  
August: 5  
September: 4

### **Arrests – Impaired by Alcohol**

**2022 – YTD: 3**  
July: 0  
August: 1  
September: 0

## **AUXILIARY UNIT:**

<b><u>Unit Hours</u></b>	<b><u>July</u></b>	<b><u>August</u></b>	<b><u>September</u></b>
Administration	46.00	52.75	44.50
Training	4.00	1.50	11.75
Special Detail	9.00	0.00	0.00
Cruiser Patrol	98.50	44.75	31.50
Foot Patrol	40.00	18.00	0.00
Community Policing	18.00	24.00	38.25
<b>TOTAL</b>	<b>215.50</b>	<b>141.00</b>	<b>126.00</b>



2022-07-19

## **DUFFERIN OPP WARN OF GRANDPARENT SCAMS AFTER TWO INCIDENTS IN DUFFERIN COUNTY**

FROM/DE: Dufferin Detachment

DATE: July 19, 2022

### **DUFFERIN OPP WARN OF GRANDPARENT SCAMS AFTER TWO INCIDENTS IN DUFFERIN COUNTY**

**(DUFFERIN COUNTY, ON)** - Members of the Dufferin Detachment of the Ontario Provincial Police (OPP) are warning residents to be cautious of the Grandparent Scam following two close calls for families yesterday.

On July 18, 2022, at approximately 1:30 p.m., Dufferin OPP received a call for service from an elderly person who felt that they were possibly being taken advantage of. When officers arrived, they discovered that the person had received phone call from an individual posing as a lawyer who said that a "bail bondsman" was on the way to their home to pick up cash for their relative's bail. The "lawyer" then put a male posing as the relative on the phone to explain that they had been arrested and needed the bail money. The person then went to the bank and withdrew a large sum of money. The person then grew suspicious that this might be a scam and called the police. The officers assured the person that this was indeed a scam and assisted them in putting the money back into the bank.

At approximately 2:45p.m., on the same date, Dufferin OPP responded to a second residence for an elderly person who had received the same type of phone call. The person withdrew a large sum of money to pay to an individual who had called them to report an urgent situation requiring money. The person grew suspicious and called the police as they felt that this may be a scam. Again, the officers assured them that this was a scam and assisted with returning their money back to the bank.

It is common for people to feel embarrassed initially when they feel that they are being scammed. Therefore, these types of incidents are under reported. However, there is nothing to be ashamed of as the people that are making these phone calls are determined to get your money and are good at it. Dufferin OPP is grateful that these phone calls were reported yesterday and that there were not financially disastrous outcomes for these families.

#### **Grandparent/Emergency Frauds:**

In a typical emergency scam, the victim will receive a frantic phone call from someone claiming to be a grandchild or loved one. Quite often the calls are made in the middle of the night to cause further confusion and to come across as extremely urgent. Scammers will often state that they are not feeling

well, therefore, sound a bit different. The caller will explain that they are involved in some sort of trouble with the law or have trouble returning from a foreign country and need money right away.

The scammers will often request an electronic money transfer or money to be withdrawn and picked up by a courier service.

**Be aware of emergency scam warning signs:**

**Urgency:** The scammer always makes the request sound very urgent, which may cause the victim to not verify the story.

**Fear:** The scammer plays on the victim's emotions by generating a sense of fear. For instance, they may say, "I'm really scared and I need help from you now."

**Secrecy:** The scammer pleads with the victim not to tell anyone about the situation, such as, "Please don't tell my parents, they would be so mad."

To avoid becoming a victim, police advise to first check with another family member or trusted friend to verify the information BEFORE sending money.

For more information regarding ongoing scams in Canada or to report fraud, visit the Canadian Anti-Fraud Centre at <http://antifraudcentre.ca/>. If you believe you have been a victim of fraud, call Dufferin OPP at 1-888-310-1122 or Crime Stoppers at 1-800-222-TIPS (8477).

Learn more about ongoing scams in Canada with the Little Black Book of Scams:  
<https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/04333.html>.

FRAUD...Recognize it...Report it...Stop it.

The Dufferin OPP is committed to public safety, delivering proactive and innovative policing in partnership with our communities. Officers value your contribution to building safe communities. If you have information about suspected unlawful activity, please contact the OPP at 1-888-310-1122 or Crime Stoppers to remain anonymous at 1-800-822-8477 (TIPS) or [www.ontariocrimestoppers.ca](http://www.ontariocrimestoppers.ca)

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2022-09-06

## **DUFFERIN OPP WRAP UP LABOUR DAY LONG WEEKEND TRAFFIC CAMPAIGN**

**FROM/DE:** Dufferin Detachment

**DATE:** September 6, 2022

### **DUFFERIN OPP WRAP UP LABOUR DAY LONG WEEKEND TRAFFIC CAMPAIGN**

(DUFFERIN COUNTY, ON) - Members of the Dufferin Detachment of the Ontario Provincial Police (OPP) worked tirelessly to ensure the safety of our residents and visitors in Dufferin County over the last long weekend of the summer.

Between September 2-5, 2022, members of the Dufferin OPP participated in a provincial traffic safety initiative. The initiative focused on the "Big Four" which include impaired driving, distracted driving, speeding, and lack of seatbelt use.

The statistics speak for themselves, some drivers are still not getting the message.

- Speeding charges - 284
- Distracted driving charges - 13
- Impaired driving charges - 2
- Seatbelt charges - 87

Dufferin OPP would like to thank the majority of road users that obey traffic laws and assist in keeping our roads safe. Thank you as well to our hard-working officers last weekend for their efforts and dedication in keeping our communities safe.

If you suspect that someone is operating a motor vehicle, boat or off-road vehicle while under the influence of alcohol or drugs, do not hesitate to call 9-1-1. Highway, trail, and waterway safety is a shared responsibility. By working together, the OPP and members of the public can ensure everyone's safety.

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2022-09-12

## **DUFFERIN OPP CONDUCTED A COMMERCIAL MOTOR VEHICLE BLITZ - Multiple charges laid**

**FROM/DE:** Dufferin Detachment

**DATE:** September 12, 2022

### **DUFFERIN OPP CONDUCTED A COMMERCIAL MOTOR VEHICLE BLITZ -**

#### *Multiple charges laid*

**(Dufferin County, ON)** - Members of the Dufferin Detachment of the Ontario Provincial Police (OPP) with the assistance of the Central Region Traffic Incident Management and Enforcement Team, Ministry of Transportation and Ministry of Finance laid 56 charges and issued 30 warnings during a commercial motor vehicle safety inspection blitz.

The safety inspection took place September 8, 2022. Qualified officers set up an inspection station in the area of Highway 10 and Highway 89, to ensure safe operation by commercial motor vehicles (CMV) and other vehicles, as well. The goal of the campaign was to promote the safety of all road users throughout Dufferin Detachment area and reduce the frequency and severity of incidents involving Commercial Motor Vehicles, including a reduction in fatalities, injuries and property damage resulting from these incidents.

In addition to the above totals, the Ministry of Finance inspected forty trucks for fuel tax evasion. Of those trucks, four were also inspected for compliance with the International Fuel Tax Agreement (I.F.T.A.) provisions of the Fuel Tax Act.

One charge was initiated for "Motor vehicle - coloured fuel in tank" contrary to section 5 (3) of the Fuel Tax Act.

Road safety is a shared responsibility, and we all have a role to play. Commercial vehicles are heavy and require greater stopping distance. Motorists are reminded to leave plenty of space for these large vehicles to slow and stop safely.

Thank you to the majority of responsible drivers who contribute to safe roads. Please drive cautiously, courteously and report unsafe drivers to OPP at 1-888-310-1122 or 9-1-1 in emergency.

**- 30 -**



**Media Contact:**

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## POLICE SERVICES BOARD

September 22<sup>nd</sup>, 2022

To All Ontario Police Services Boards:

The Municipality of East Ferris Police Services Board is concerned that not enough is being done to protect children getting on and off school buses. Since the beginning of the 2022 school year, all school buses operating in Ontario have been equipped with a new eight-light amber light system, as well as text added to the back of the bus to remind drivers not to pass when the red lights are flashing. These changes are all intended to help drivers do the right thing. Unfortunately, the results since the beginning of this school year show no change in driver behavior. The East Ferris Police Services Board is convinced we must now proceed with the addition of the third component of the school bus safety program: camera equipped stop arms to ensure safety compliance.

A recent study by Nipissing-Parry Sound Student Transportation Services regarding illegal school bus passing found 552 incidents for the school year 2021 / 22 or 2.95 per school day. As part of the "Let's Remember Adam" campaign in the Municipality of East Ferris, illegal passing noted in the first three weeks of the 2022 / 23 school year by buses carrying East Ferris children shows no change in driver behavior. Therefore, it is time to move to Step 3: mandatory installation of cameras on all school buses. For change to happen, education plus enforcement are needed. The East Ferris Police Services Board is asking all Police Services Boards, given their mandate to ensure safety and well-being, to bring forward to their next Police Services Board Meeting the following resolution to adopt and circulate to the appropriate parties in their area.

*WHEREAS in Ontario it is unlawful for a stopped school bus to fail to stop when the red overhead lights or the stop arm is activated, and*

*WHEREAS, an eight-light yellow and red light system and education campaign to encourage drivers to stop is now in place in Ontario, and*

*WHEREAS data collected to date by the East Ferris Police Services Board indicates that there has been no change in driver habits since the beginning of the 2022 school year; and  
WHEREAS over 837,000 students travel in a school vehicle in Ontario each school day; and*



**East Ferris**  
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*WHEREAS the East Ferris Police Services Board believes that school buses should be as safe as possible and that safety standards should be higher than they are;*

*THEREFORE BE IT RESOLVED that the Police Services Board of the Municipality of East Ferris request the Attorney General of Ontario to enforce laws that protect students by prohibiting drivers from passing a school bus when dropping off or picking up passengers.*

*FURTHER, that the Attorney General request that the appropriate provincial government officials review recent proposed changes to school bus regulations by Transport Canada regarding required equipment, including:*

- Infraction cameras*
- Extended stop sign arms*
- 360 degree exterior cameras*

*FURTHER, that the Attorney General examine the application of camera and fine collection technologies similar to those used on electronically controlled toll highways to ensure that no offending driver is excluded from the law.*

*FURTHER, that a copy of this resolution be forwarded to Nipissing MPP Vic Fedeli, local school boards and the Ontario Good Roads Association.*

In closing, the Municipality of East Ferris Police Services Board wish to thank you for your support on this matter.

Regards,

*Pauline Rochefort*  
Pauline Rochefort, Chair  
East Ferris Police Services Board



## **The Corporation of the Town of Orangeville**

### **By-law Number 2022-079**

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

**WHEREAS** Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended hereinafter referred to as the "*Municipal Act*" provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under the Act; and

**WHEREAS** Section 8 (3) of the *Municipal Act* authorizes a municipality to provide for a system of licences; and

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

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

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

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

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- (f) licence, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and

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

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

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

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

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

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

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

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

## **1. DEFINITIONS**

### **1.1 In this By-law:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Person”** includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

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

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

**“Rates”** mean:

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

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

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

**“Tow Truck”** means:

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

but does not include:

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

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

**"Tow"** or **"Towing"** includes:

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

**"Towing Services"** includes:

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

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

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

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

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

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

## 2. GENERAL ADMINISTRATION AND EXEMPTIONS



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

### **3. GENERAL PROHIBITIONS AND REGULATIONS**

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

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

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

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

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

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

#### 4. APPLICATION FOR A LICENCE

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

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

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

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

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

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

## 5. FEES

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

## 6. DELEGATED AUTHORITY

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

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

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

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

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

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

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

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

6.7 The **Licence Issuer** shall not issue or renew a **licence** to a **person** that has:

- (a) two or more related convictions within the last year concerning the licensed business or **person**;
- (b) overdue by-law fines, penalties or other monies owing to the **Town**;
- (c) outstanding property taxes and late payment charges owing to the **Town** for the **premise** subject to the **licence** application, where applicable.

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

## 7. LICENCE

7.1 A **licence** shall be issued by the **Licence Issuer** upon being satisfied that the requirements of this By-law have been met.

7.2 A **licence** shall expire on the 31st day of January of each year unless otherwise suspended or revoked in accordance with the provisions of this By-law.

7.3 Every **licence** shall remain at all times the property of the **Town** and no **person** shall enjoy a vested right in a **licence** or the continuance of a **licence**.

7.4 The issuing of a **licence** does not relieve a **person** from any responsibility to obtain all other approvals that may be required from any level of government or authority or agencies thereof having jurisdiction.

7.5 No corporation may be licensed as a **Tow Truck Driver**.

7.6 A **licence** is not transferable.

## 8. LICENCE – TERMS AND CONDITIONS - GENERAL

8.1 A **Licensee** shall notify the **Licence Issuer** within seven (7) days:

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

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

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

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

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

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

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

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

to the **Licence Issuer**.

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

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

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

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

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

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

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

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

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

## 9. LICENCE – ADMINISTRATIVE SUSPENSIONS

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

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

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

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

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

## 10. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

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

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

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

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

- 11.1 With the exception of Section 9, before a **licence** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given by the **Licence Issuer** to the **applicant** or **licensee**.
- 11.2 Notice shall be served to the **applicant's** or **licensee's** last known address or email address filed with the **Town** and shall:
- (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
  - (b) inform the **applicant** or **licensee** of entitlement to a hearing before the **Appeal Tribunal**, if a request in writing for a hearing is returned to the **Clerk** within fourteen (14) days after the date of service of the notice; and



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

11.3 On receipt of a written request for a hearing from an **applicant** or **licensee**, the **Clerk** shall:

- (a) schedule a hearing; and
- (b) give the **applicant** or **licensee** notice of the hearing at least twenty (20) days prior to the hearing date; and
- (c) post notice of the hearing on the **Town's** website at least twenty (20) days prior to the hearing date.

11.4 Service of any notice on the **applicant** or **licensee** under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the fourth (4<sup>th</sup>) day after the day of mailing or on the date of personal service or on the date of the email transmission.

## **12. ESTABLISHMENT OF APPEAL TRIBUNAL**

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

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

## **13. HEARING PROCESS**

13.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.

13.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the **Appeal Tribunal** shall hear the **applicant** or **licensee** and every other **person** who desires to be heard, and the **Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision but in any case the decision shall be provided in writing.

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

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

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

13.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:

- (a) the **applicant** or **licensee**;
- (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

#### 14. ORDERS

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

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

14.2 An Order under section 14.1 shall set out:

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

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

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

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

14.5 An **Officer** who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the **premise** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard of the Order shall be deemed to be served on the date of placing the placard.

## 15. ENFORCEMENT AND PENALTY PROVISIONS

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

15.2 An **Officer** may enter on land or a **premise** at any reasonable time for the purpose of carrying out an inspection to determine whether or not:

- (a) the By-law is complied with;
- (b) the **licence**, or the term or condition of a **licence**, or this By-law is complied with;
- (c) a direction or Order made under the *Municipal Act, S.O. 2001, c.25*, as amended, or this By-law is complied with.

15.3 For the purposes of an inspection under this By-law, an **Officer** may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any **person** concerning a matter related to the inspection; and
- (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

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

15.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

- 15.6 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the **person** from whom the sample is taken, if the **person** so requests at the time the sample is taken and provides the necessary facilities.
- 15.7 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the **person** from whom the sample was taken.
- 15.8 Every **person** who contravenes any provision of this By-law, including failing to comply with an Order issued pursuant to this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, and the Municipal Act, 2001, as amended.
- 15.9 Every **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention, by the laying of an information under Part III of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended and is found guilty of the offence is liable pursuant to the Municipal Act, 2001, as amended to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
  - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00
- 15.10 Every **person** who is issued a Part 1 offence notice or summons and is convicted is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 15.11 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.
- 15.12 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.
- 15.13 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 15.14 If a **person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **person** convicted.

## 16. SEVERABILITY

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

## **17. INTERPRETATION**

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

17.2 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

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

## **18. EFFECTIVE DATE**

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

READ three times and finally passed  
this 12<sup>th</sup> day of September, 2022.



Sandy Brown, Mayor



Carolina Khan, Clerk

## SCHEDULE 'A' to BY-LAW 2022-079

### TOW TRUCK DRIVER LICENCE REQUIREMENTS

#### 1. APPLICATION REQUIREMENTS

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

## SCHEDULE 'B' to BY-LAW 2022-079

### TOW TRUCK DRIVER LICENCE TERMS AND CONDITIONS

#### 1. DUTIES AND RESPONSIBILITIES

##### 1.1 A tow truck driver shall:

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

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



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

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

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

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

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

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

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

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

## 2. **RATES, CONSENT, ESTIMATE AND INVOICE**

2.1 A **tow truck driver** shall:

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

2.2 A consent form shall contain the following:

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

2.3 An estimate form shall contain the following:

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

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

2.5 An invoice shall contain the following:

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

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

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

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

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

## SCHEDULE 'C' to BY-LAW 2022-079

### TOWING SERVICES OPERATOR LICENCE REQUIREMENTS

#### 1. APPLICATION REQUIREMENTS

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

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

(h) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:

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

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

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

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

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

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

## SCHEDULE 'D' to BY-LAW 2022-079

### TOWING SERVICES OPERATOR LICENCE TERMS AND CONDITIONS

#### 1. DUTIES AND RESPONSIBILITIES

##### 1.1 A towing services operator shall:

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

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

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

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

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

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

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

## 2. **RATES, CONSENT, ESTIMATE AND INVOICE**

2.1 A **towing services operator** shall:

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

2.2 A consent form shall contain the following:

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

2.3 An estimate form shall contain the following:

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



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

## SCHEDULE 'E' to BY-LAW 2022-079

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

#### 1. DUTIES AND RESPONSIBILITIES

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

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

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

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

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

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

## SCHEDULE 'F' to BY-LAW 2022-079

### VEHICLE STORAGE YARD FACILITY LICENCE REQUIREMENTS

#### 1. APPLICATION REQUIREMENTS

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

(a) provide proof of insurance coverage for the following kinds of liability in the following amounts in respect of any one claim:

i) coverage against liability resulting from bodily injury to or the death of one or more **persons** and loss or damage to property, in the amount of at least \$2,000,000 exclusive of interest and costs;

ii) coverage against liability for damage to a **motor vehicle** of the **customer** while in the provider's care, custody or control, in the amount of at least \$100,000;

iii) cargo liability insurance in the amount of at least \$50,000;

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

(b) a **Criminal Record Check** dated within the previous sixty (60) days;

(c) provide a list of any other businesses operating on the **premise**;

(d) a copy of the **rates** to be charged for all services not identified in Schedule H.

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

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

## SCHEDULE 'G' to BY-LAW 2022-079

### VEHICLE STORAGE YARD FACILITY LICENCE TERMS AND CONDITIONS

#### 1. DUTIES AND RESPONSIBILITIES

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

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

- (k) provide a copy of all documents signed by the **customer** to the **customer**;
  - (l) take photos upon arrival of each **motor vehicle** that clearly depict the condition of its front, sides, and rear;
  - (m) document information received from a **tow truck driver** or **customer** who drops off a **motor vehicle**;
  - (n) post **licence** on the **premise**.
- 1.2 A **vehicle storage yard facility operator** shall create and maintain in written or electronic form a register which shall include:
- (a) the date, time of receipt of a **motor vehicle**;
  - (b) a description of the **motor vehicle**;
  - (c) the contact information of the **customer**;
  - (d) the name of the **Tow Truck Driver** and the **plate** number of the **tow truck** dispatched;
  - (e) when the **motor vehicle** left the **vehicle storage yard facility**.
- 1.3 A **vehicle storage yard facility operator** shall keep the following records:
- (a) for each **motor vehicle** stored:
    - i) consent form;
    - ii) invoice;
    - iii) any receipt issued to the **customer**;
    - iv) any notice sent to the **customer**;
    - v) photographs
  - (b) documents related to **customer** complaints;
  - (c) records of damage to a **customer's motor vehicle**;
  - (d) **rates**.
- 1.4 A **vehicle storage yard facility operator** shall not:
- (a) use a **vehicle storage yard facility** for the purpose of servicing or repairing a **motor vehicle**;
  - (b) store a **customer's motor vehicle** at or require a **customer** to attend a location other than a licensed **premise**;

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

## **2. RATES, CONSENT AND INVOICE**

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

## SCHEDULE 'H' to BY-LAW 2022-079

### TOWING SERVICES RATES

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

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

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



## **SCHEDULE 'I' to BY-LAW 2022-079**

### **FEES**

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

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



## Report

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2022-319

Moved: Councillor Taylor

Seconded: Councillor Post

That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received;

And that Council pass a by-law to regulate and license towing services and vehicle storage yard facilities;

And that staff report back with respect to storage rates for medium and heavy duty vehicles, clean-up rates, and licensing of medium and heavy duty vehicles.

Result: Carried

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**Subject:** Towing Services and Vehicle Storage Yard Facility By-law

**Department:** Corporate Services

**Division:** By-law/Property Standards

**Report #:** CPS-2022-065

**Meeting Date:** 2022-09-12

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## **Recommendations**

### **Option 1**

That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received.

### **Option 2**

That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received;

And that Council pass a by-law to regulate and license towing services and vehicle storage yard facilities.

## **Background and Analysis**

In 2020, Dufferin OPP initiated discussions with the municipalities in Dufferin County and their respective police service boards regarding the implementation of a uniform towing service by-law to address the increase in complaints regarding chasing, harassment between tow operators, excessive fees and the inability for customers to access their vehicles.

As a result, Council at its meeting held on June 13, 2022, received Report CPS-2022-046, which highlighted the regulations set out in the proposed Towing Services and Vehicle Storage Yard Facility By-law. The report also provided background information in relation to the status of the Provincial review of the towing industry and the Towing and Storage Safety and Enforcement Act, 2021 (TSSEA), which will come into effect in July 2023.

## **Towing Services and Vehicle Storage Yard Facility By-law**



The implementation of the Towing Services and Vehicle Storage Yard Facility By-law is anticipated for January 2023. The proposed framework has been designed to:

- align with the TSSEA, while complementing the existing provincial regulations in the areas of consumer protection, highway and vehicle safety
- provide consumers with consistency in towing services by:
  - prescribing rates for key towing services
  - requiring all other towing service rates to be filed with the Town
- include general licensing provisions that are consistent with the Town's licensing by-laws.

Once the TSSEA comes into effect in July 2023, should Council decide to proceed, staff recommend that the by-law be reassessed in late 2023 to determine:

- whether any amendments are required to ensure that the by-law framework remains aligned with the Provincial legislation
- whether there is duplication in the licensing framework that can be eliminated.

### Responses from Dufferin municipalities

Dufferin municipalities were notified and advised of the proposed by-law and the option to opt-in to the program being developed by the Town, on a cost recovery basis. Staff have communicated with the municipalities in Dufferin throughout this process, providing details of the proposed by-law and timeline for implementation. The chart below summarizes responses received to date, and at this time, three of the seven municipalities have confirmed their interest in participating in the proposed uniform Towing By-law:

<b>Municipality</b>	<b>Response</b>
Amaranth	Not interested
East Garafraxa	Interested
Grand Valley	Will respond at the end of September 2022
Melancthon	Not interested
Mono	Interested
Mulmur	Will consider once all regulations related to the TSSEA are in effect
Shelburne	Interested

### **Dufferin OPP**

The proposed by-law set out a requirement for towing services operators and vehicle storage yard operators to provide proof of being on the Dufferin OPP Towing Services and Storage Operators approved towing service and impound list, as a condition of a licence.

After further review with Dufferin OPP, it is recommended that this requirement be removed from the by-law, as not all towing services are police requested. Without amending the proposed by-law, this requirement would disadvantage towing services operators who choose to provide towing services through contracts with roadside assistance companies or through consumer/owner requests from operating within the municipality. All towing services operators and vehicle storage yard operators will be required to complete the licensing process through the municipality and those interested in participating in the police requested towing program will continue to apply through the OPP's TSSO list application process.

### **Public Meeting**

A public meeting was held on July 13, 2022, to receive feedback and comments in relation to the proposed by-law. The following comments were submitted during and after the meeting:

<b>Comments / Concerns Submitted</b>	<b>Staff Response/ Recommendation</b>
<b>Provincial Legislation – TSSEA:</b>  Why adopt a by-law now. Would make sense to wait until Provincial Legislation comes into effect in 2023  Premature to pass and implement a by-law prior to MTO implementing and unveiling changes across the board for the industry	Adoption of a by-law is at the discretion of Council. The original request to implement a uniform towing by-law throughout Dufferin County was initiated by Dufferin OPP with the municipalities in the County and the respective police service boards.

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>Rates:</b></p> <p>Rates are too low</p> <p>Mileage should not be free</p> <p>New Tecumseth, Essa, and Mississauga should be reviewed</p> <p>Barrie and Newmarket should not have been used as comparators as both areas are contracted for their accident towing and rates are always less</p> <p>Rate comparison should take into account urban and rural settings</p> <p>Include in the by-law an automatic annual adjustment for inflation</p>	<p>Staff have further reviewed the rates of New Tecumseth, Essa, Mississauga, DATA (Dufferin Area Towing Association)-2015, as well as the proposed rates submitted by stakeholders.</p> <p>As a result of this review and taking into consideration the recent increase in rates by Brampton in January 2022 and Caledon in June 2022, staff are recommending that the proposed rates be increased as set out in Attachment #1. The proposed rate increase is in line with the municipal comparators and provides towing services operators with compensation consistent with the surrounding municipalities, while ensuring consumer protection.</p> <p>Staff have incorporated a provision into the by-law to automatically annually adjust towing rates commencing January 2024 using the CPI and Inflation Rates for Ontario for the month of November.</p>

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>General queries regarding proposed by-law regulations:</b></p> <p>Pound licence fee should be a one-time fee per year and not per company that uses that location</p> <p>Why are daily inspections a requirement when CVOR does not require this for tow trucks</p> <p>Will tows from outside the municipality be permitted</p> <p>Clarification of 200 m prohibition for tow trucks within collision scene</p> <p>Equipment section should be updated to include:</p> <ul style="list-style-type: none"> <li>- tow truck to be equipped with: <ul style="list-style-type: none"> <li>- warning light affixed to the service vehicle producing an amber light in a 360 degree manner visible up to 150 metres at all hours of the day/night</li> <li>- one valid fire extinguisher (5lbs or greater)</li> <li>- reverse warning systems</li> </ul> </li> <li>- operator to wear: <ul style="list-style-type: none"> <li>- approved safety shoes at all calls of service</li> <li>- approved safety vest / safety shirt must be worn at all calls of service</li> </ul> </li> </ul>	<p>The vehicle storage yard facility licence is issued to the owner/operator of the facility annually.</p> <p>This requirement has been removed from the by-law and staff suggest it can be reconsidered at such time when all provincial requirements are known.</p> <p>The by-law requires a tow operator to obtain a licence.</p> <p>The by-law was updated to capture all of Section 171(2) of the Highway Traffic Act to clarify that the prohibition applies when there is a sufficient number of tow trucks already at the scene to deal with all vehicles that require service of a tow truck or unless requested to do so by police or person involved in the collision.</p> <p>As a result of removing the requirement for towing service operators to be on Dufferin OPP's TSSO list, Schedule E of the by-law has been amended and now mirrors the equipment requirements as set out in the Highway Traffic Act which includes requirements for a warning light to be affixed to the tow truck and a safety vest to be available.</p> <p>Staff recommend the inclusion of equipping the tow truck with a fire extinguisher and that safety boots are to be worn by towing services operators at the collision scene.</p> <p>Staff are not recommending that vehicles be equipped with a reverse warning system and suggest it can be reconsidered at such time when all provincial requirements are known.</p>

Comments / Concerns Submitted	Staff Response/ Recommendation
<p><b>OPP TSSO List:</b></p> <p>Will licensing override the OPP tow rotation list</p> <p>The by-law should not include a stipulation that operators must be on the OPP's TSSO list to be licenced with the Town, as not every aspect of towing has to do with the OPP or their TSSO program</p> <p>Implementation of the by-law will create a duplication of document submission (Town by-law requirements and OPP's TSSO List requirements)</p> <p>OPP rotation should not apply</p> <p>Once by-law is enacted, how will OPP tow rotation list be administered</p>	<p>No. Both organizations will require submission of documentation under their own framework.</p> <p>The requirement for a licensee to provide proof of being on the OPP's TSSO list has been removed.</p> <p>As this is not a town function, queries of this nature should be forwarded directly to the OPP.</p>
<p><b>Miscellaneous:</b></p> <p>The review of various by-laws did not include Wellington County (anti-chasing)</p>	<p>Staff have reviewed Wellington County's by-law and it is specifically for solicitation at an accident scene.</p> <p>There are provisions in the by-law that prohibit a tow truck driver from chasing a call and from soliciting at the scene when there are a sufficient number of tow trucks.</p>

As a result of the feedback received during the public meeting process, staff have:

- updated the Towing Services and Vehicle Storage Yard Facility By-law (Attachment #2) to incorporate the changes that are summarized in the preceding table.



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## Strategic Alignment

### Orangeville Forward – Strategic Plan

Priority Area: Strong Governance

Objective: Transparent and fair decision-making processes

### Sustainable Neighbourhood Action Plan

Theme: Not applicable

Strategy: Not applicable

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## Notice Provisions

Stakeholder sessions were held on June 22, 2022, in addition to the public meeting held on July 13, 2022, for which notice was given.

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## Financial Impact

The proposed licensing fees set out in the by-law are representative of the cost to administer the licensing program and associated enforcement. Attachment #3 summarizes the proposed fees in comparison to other municipalities.

Respectfully submitted

Andrea McKinney  
General Manager, Corporate Services

Prepared by

Karen Landry  
Corporate Services

Reviewed by

Carolina Khan  
Town Clerk, Corporate Services

Prepared by

Carrie Cunningham  
By-law and Property Standards Officer,  
Corporate Services

**Attachment(s):**

1. Proposed Towing Rates and Municipal Comparison
2. Towing Services and Vehicle Storage Yard Facility By-law
3. Proposed Towing Licence Fees and Municipal Comparison

**From:** Karen Landry <[klandry@orangeville.ca](mailto:klandry@orangeville.ca)>

**Sent:** Thursday, September 22, 2022 9:47 AM

**To:** [mtownsend@townofgrandvalley.ca](mailto:mtownsend@townofgrandvalley.ca); Denise Holmes <[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)>; Mary Lou Archer <[marcher@orangeville.ca](mailto:marcher@orangeville.ca)>; Nicole Martin <[nmartin@amaranth.ca](mailto:nmartin@amaranth.ca)>; Tracey Atkinson <[tatkinson@mulmur.ca](mailto:tatkinson@mulmur.ca)>; Denyse Morrissey <[dmorrissey@shelburne.ca](mailto:dmorrissey@shelburne.ca)>; Cheyanne Hancock <[cheyanne.hancock@townofmono.com](mailto:cheyanne.hancock@townofmono.com)>

**Subject:** Towing Services By-law

Hello Everyone,

Town of Orangeville Council at its meeting held on September 12, 2022 adopted a by-law to regulate and license towing services.

For your reference, I have attached a copy of the staff report together with the By-law. Please note that the By-law comes into effect on January 1, 2023

A meeting with those municipalities that have indicated an interest in adopting and enforcing a uniform by-law will be held later this year.

Please share this information with your respective police service boards.

If you have any questions, please feel free to give me a call at 519-502-8920.

Thanks,

Karen

**Karen M. Landry**

**Town of Orangeville**

87 Broadway | Orangeville, ON L9W 1K1

519-941-0440 Ext. 2242 | Toll Free 1-866-941-0440 Ex. 2242

[klandry@orangeville.ca](mailto:klandry@orangeville.ca) | [www.orangeville.ca](http://www.orangeville.ca)

## **Memorandum of Understanding (MOU) Emergency Sheltering**

This emergency sheltering MOU was implemented on this, the 18<sup>th</sup> day of October, 2018 between;

***The Corporation of the County of Dufferin (herein referred to as Dufferin County)***

And

***Corporation of the Township of Melancthon (herein referred to as Melancthon Township)***

Whereas Dufferin County and Melancthon Township desire to use the Horning's Mills facility as temporary shelter for persons affected by emergency situations, and

Whereas, Melancthon Township agrees to make available all or part of their premises to serve as an emergency shelter according to the this MOU,

Based upon the mutual understanding contained herein, the parties agree as follows:

1. Use of Facility: Upon request from the Director of Community Services or his/her alternate and if feasible, Melancthon Township will permit Dufferin County to use their facility on a temporary basis as an emergency shelter for the duration of the emergency event.
2. Shelter Management: Dufferin County will have primary responsibility for the operation of the shelter and will designate a Shelter Manager, to manage the sheltering activities. Horning's Mills senior staff member on site will coordinate with the Shelter Manager regarding the use of the facility by the Shelter Manager.
3. Use of Volunteers: The Shelter Manager may use volunteers from the Canadian Red Cross or other similar organization to assist with shelter operations depending upon the scope of the emergency. All volunteers will be under the guidance of the Shelter Manager.
4. Condition of Facility: Horning's Mills staff and the Shelter Manager will conduct a pre-occupancy survey of the facility before it is opened as a shelter. Horning's Mills staff will identify and secure all equipment that should not be used while sheltering in the facility. The Shelter Manager will exercise reasonable care while using the facility as a shelter and will make no modifications to the Facility without approval of the Melancthon Township.
5. Kitchen Use: Upon request by the Shelter Manager, and if such resources exist and are available, the Melancthon Township will make the kitchen and catering facilities of the facility available to feed the shelter occupants.
6. Custodial Services: Upon request by the Shelter Manager and if such resources exist and are available, Melancthon Township will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter.

7. Security: The Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

8. Signage and Publicity: The Shelter Manager may post signs within the emergency shelter and will remove such signs when the shelter is closed.

9. Media Relations: Melancthon Township will not issue press releases or other publicity concerning the shelter. Melancthon Township will refer all media questions about the shelter to the Shelter Manager.

10. Closing the Shelter: The Shelter Manager will notify Melancthon Township of the closing date for the shelter. Before vacating the facility, the Shelter Manager will ensure that all shelter related supplies and equipment have been removed from the premises. The Shelter Manager and Horning's Mills staff will conduct a post-occupancy inspection to record any concerns.

11. Expense Reimbursement: Melancthon Township will obtain approval from the Shelter Manager prior to undertaking any actions that will require reimbursement from the County of Dufferin.

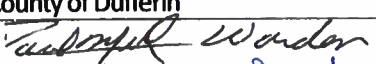
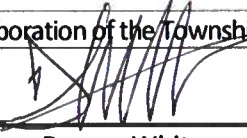
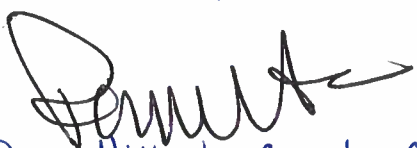

Melancthon Township will submit a request for reimbursement of approved expenses (See annex "A" for approved expenses) to the County of Dufferin within 30 days after the shelter closes. Any request for reimbursement must be accompanied by supporting invoices.

12. Insurance: Both the County of Dufferin and Melancthon Township shall carry General Liability insurance coverage in the amounts of at least \$5,000,000 per occurrence.

13. Indemnification: Both parties agree that they shall defend, hold harmless, and indemnify the other against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the other party during the use of the facility as a shelter.

14. Term: This agreement will be renewed every three years and begins on the date of the last signature below. This agreement expires 60 days after written notice by either party.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

County of Dufferin	Corporation of the Township of Melancthon
 Paul Mills, Warden	 Mayor Darren White
 Pam Hillock, County Clerk	 CAO/Clerk Denise Holmes
Dated: November 15, 2018	Dated: October 18, 2018

## Emergency Sheltering - Annex "A"

### Approved Expenses

Whereas Dufferin County and Melancthon Township have entered into a Memorandum of Understanding to use Horning's Mills facility as a temporary shelter for persons affected by emergency situations, the following expenses have been agreed upon as reimbursable by the County of Dufferin.

#### Reimbursement for Direct and Indirect Costs

The County shall be responsible to pay for any and all actual costs incurred by Melancthon Township while operating as an emergency shelter. Such costs shall include: all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance, providing all such costs are reasonable for the circumstances.

#### Exclusion for Benefit Costs

Reimbursable costs shall not include the Melancthon Township's cost of employment benefits which includes, for the purposes of this plan, Canada Pension Plan, Employment Insurance, OMERS (or equivalent) contributions, and/or contributions made to life insurance, health, dental, and/or disability plans or policies.

#### Reimbursement for Operating Costs

In recognition of the County of Dufferin's funding for upgrades to their facilities emergency electrical system the County will not be responsible for the operating costs of services, utilities, equipment, machinery or material furnished or directly attributable to the operation of the emergency shelter in assistance to the County of Dufferin under this agreement.


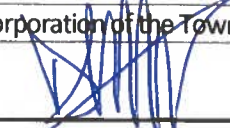

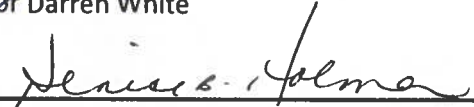
This emergency sheltering annex was implemented on this, the 18<sup>th</sup> day of October, 2018 between;

***The Corporation of the County of Dufferin***

and

***The Corporation of the Township of Melancthon***

IN WITNESS WHEREOF the parties have executed this Annex to the Agreement.

County of Dufferin  Paul Mills, Warden	Corporation of the Township of Melancthon  Mayor Darren White
 Pam Hillock, County Clerk	 CAO Denise Holmes
Dated: <u>November 15, 2018</u>	Dated: <u>October 18, 2018</u>

