

THE CORPORATION OF THE
TOWN OF ORANGEVILLE

By-law Number 2022 -

BEING A BY-LAW TO REGULATE AND LICENSE VEHICLES FOR HIRE AND TO REPEAL BY-LAWS 119-2004, 071-2005, 080-2008, 122-2009, 093-2010, 022-2020 and 011-2021

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 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 Vehicle for Hire By-law;

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

SECTION 1 – DEFINITIONS

1.1 In this By-law:

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

“TNC App” means any software, technology, or service, including a smartphone application or other comparable technology used to connect **passengers** with a **TNC Driver** for **transportation services**;

“Accessible Taxicab” means a **motor vehicle** with a seating capacity of not more than seven (7) **passengers**, including the **driver** and is designed or modified to provide **transportation services** to a **person** with a disability;

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

“Broker” means a **person** who carries on the business of accepting calls and dispatching a **taxicab**;

“Brokerage” means the general business of a **broker**, and includes the land and **premise** where such business is carried on;

“Bus” means a **motor vehicle** designed for carrying ten (10) or more **passengers**;

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

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

“County” means the Corporation of the County of Dufferin;

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

“Dispatch” or “Dispatching” means the communication given in any manner of an **order** or information to a **Driver**;

“Driver” means a **person** who drives a **vehicle for hire** but does not include a **TNC Driver**;

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

“Fare” means:

- (a) the amount to be calculated using a **taxicab meter** or **TNC app** in accordance with this by-law;
- (b) the flat rate allowed in accordance with this By-law; or
- (c) the amount charged by a **limousine owner** and **limousine driver** in accordance with rates submitted to the **Licence Issuer**;

“Green Plate” means a valid Green Vehicle Licence Plate issued by the Province of Ontario;

“Hail” means to appeal for a **transportation service** using sounds, words, signs, or gestures;

“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**;

“Limousine” means a passenger **motor vehicle**, with a seating capacity of not more than ten (10) **persons**, including the **driver**, and provides **transportation services**, and includes a **luxury vehicle**, stretch vehicles and classic, vintage or specialty vehicles, but does not include station wagons, vehicles designed to

accommodate seating for more than ten (10) **persons** or a **motor vehicle** equipped with a **taxicab meter**;

"Luxury vehicle" means an unaltered passenger **motor vehicle** meeting the *Motor Vehicle Safety Act, S.C. 1993, c. 16*, as amended, standards and having a designed seating capacity of between (4) and ten (10) occupants, including the **driver**, belonging to the luxury, high performance and full-size model;

"Model year" means the age of a **motor vehicle** as indicated on the Ontario Motor Vehicle registration of said **motor vehicle**;

"Motor vehicle" includes an automobile, truck, trailer, motorcycle and any other vehicle propelled or driven otherwise than by muscular power;

"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;

"Order" means a request for **transportation services**;

"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 **motor vehicle** or business;
- (b) has control over the **motor vehicle** or business;
- (c) directs the operation of the **motor vehicle** 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;

"Passenger" means a **person** in a **motor vehicle** other than a **Driver** or a **TNC Driver**;

"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 lands and structures, or either of them and includes a **motor vehicle**;

"Safety Standards Certificate" means a certificate that confirms a **motor vehicle** complies with the equipment and performance standards prescribed by the **Highway Traffic Act**;

“Service Animal” means an animal that can be readily identified as one that is being used by the **person** for reasons relating to the **person’s** disability, as a result of visual indicators such as the vest or harness worn by the animal or the **person** provides documentation from one of the following health professionals confirming that the **person** requires the animal for reasons relating to the disability:

- (a) a member of the College of Audiologists and Speech-Language Pathologists of Ontario
- (b) a member of the College of Chiropractors of Ontario
- (c) a member of the College of Nurses of Ontario
- (d) a member of the College of Occupational Therapists of Ontario
- (e) a member of the College of Optometrists of Ontario
- (f) a member of the College of Physicians and Surgeons of Ontario
- (g) a member of the College of Physiotherapists of Ontario
- (h) a member of the College of Psychologists of Ontario
- (i) a member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario;

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

“Smoke” or **“Smoking”** includes the carrying of a lighted cigar, cigarette, pipe, vaping or any other lighted smoking equipment;

“Tariff Card” means a card that contains the maximum **fares** that may be charged in accordance with this by-law;

“Taxicab” means a **motor vehicle** with a seating capacity of not more than seven (7) **passengers**, including the **driver** and provides **transportation services** and includes an **Accessible Taxicab**;

“Taxicab Meter” means a measuring device used to calculate the **fare** payable for a **transportation service** but does not include a **TNC app**;

“Transportation Network Company” or **“TNC”** means a **person** who receives, relays, authorizes, facilitates, enables or communicates an **order for transportation services** through a **TNC App** but does not include a **Broker**;

“Transportation Services” means a journey in a **motor vehicle** for compensation or hire and commences when a **passenger** enters the **motor vehicle**, continuing for the period that the **motor vehicle** is continuously occupied, and ending when all **passengers** or goods exit the **motor vehicle**;

“TNC Driver” means a **person** who drives a **TNC Vehicle**;

“TNC Identifier” means a sign, including a decal, displaying the logo or name of the **TNC**;

“TNC Vehicle” means a **motor vehicle** with a seating capacity of not more than seven (7) **passengers**, including the **TNC Driver** that provides **transportation services** through a **TNC App** but does not include a **taxicab** or **limousine**;

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

“Vehicle for Hire” means a **taxicab**, **limousine** or a **TNC Vehicle**.

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

SECTION 2 – GENERAL ADMINISTRATION AND EXEMPTIONS

2.1 The Short Title of this By-law is the “Vehicle for Hire 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:

- (a) activities or matters undertaken by the **Town** or the **County** or a local board of the **Town** or the **County**;
- (b) a **motor vehicle** that is licensed by another municipality or an airport authority and is conveying **passengers** from a point in the **Town** to an Airport;
- (c) a **person** who facilitates “carpooling” as provided for in the *Public Vehicles Act*, R.S.O. 1990, c. P. 54, as amended;
- (d) an emergency **motor vehicle** including but not limited to an ambulance, fire department or police vehicle;
- (e) a **bus**;
- (f) a **motor vehicle** used by not-for-profit organizations registered in the province of Ontario for the purpose of transporting a senior citizen or a **person** with a disability, a designated driver service for which a designated driver drives the customer in the customer’s vehicle to at least one destination;
- (g) courtesy **motor vehicle** in association with a **motor vehicle** repair shop where a customer is driven to a predetermined destination;
- (h) **Town** Transit.

SECTION 3 - GENERAL PROHIBITIONS AND REGULATIONS

3.1 No **person** shall own, operate or permit the operation of a:

- (a) **TNC**;
- (b) **Brokerage**;
- (c) **Vehicle for Hire**;

without a valid **licence**.

3.2 No **person** shall transfer a **licence** without the approval of the **Licence Issuer**.

3.3 No **person** shall carry on business other than in the name that appears on a **licence**.

3.4 No **person** shall alter, erase or modify or permit such alteration, erasure or modification of a **licence**.

3.5 No **person** shall represent to the public that the **person** is licensed under this By-law if the **person** is not so licensed.

3.6 No **person** shall employ or engage the services of a **TNC Driver** that does not meet the requirements of this By-law.

3.7 No **person** shall employ or engage the services of a **Driver** that does not have a valid **licence**.

3.8 No **person** shall own, operate or permit the operation of a **TNC Vehicle** that does not meet the requirements of this By-law.

3.9 No **person** shall carry a greater number of **passengers** than is set out in the manufacturer's rating of seating capacity for such **motor vehicle**.

3.10 No **person** shall own, operate or permit the operation of a **TNC**, a **Broker**, a **vehicle for hire**, other than in accordance with the terms and conditions of a **licence** and this By-law.

3.11 No **person** shall drive a **vehicle for hire** without the following in their possession:

- (a) **motor vehicle ownership**;
- (b) valid insurance;
- (c) valid Ontario Driver's Licence;
- (d) any other document as required by this By-law.

- 3.12 No **person** shall operate or permit the operation of a **vehicle for hire** that requires mechanical or exterior body repair.
- 3.13 No **person** shall remove or tamper with, or cause to be removed or tampered with a **taxicab meter** or a **taxicab meter** seal.
- 3.14 No **person** shall own, operate, or permit the operation of a **taxicab** or a **limousine** without a valid **plate** affixed to the **motor vehicle** in accordance with the provisions and requirements of this By-law.
- 3.15 No **person** shall recover or receive any **fare** for **transportation services** greater than the **fare** prescribed by this By-law except for a tip, gratuity or credit card service charge.
- 3.16 No **person** shall permit, accept or condone a **hail** with a **TNC Vehicle or limousine**.
- 3.17 No **person** shall permit or accept payment by cash for **transportation services** provided by a **TNC** or **TNC Driver**.
- 3.18 No **person** shall operate as a **TNC Driver** or a **TNC Vehicle** without a valid Identification Card issued by a **TNC**.
- 3.19 No **person** shall own or operate a **TNC Vehicle** without a valid **TNC Identifier** displayed on the **TNC Vehicle**.
- 3.20 No **person** shall **smoke** in a **vehicle for hire**.

SECTION 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 complete application in the form provided by the **Town**;
 - 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;
 - where the **applicant**, is a sole proprietor, a copy of the business name registration, when applicable;
 - 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; and
 - (g) 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**.

SECTION 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 N of this By-law.

SECTION 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 **motor vehicle** as a **vehicle for hire**.
- 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 **Driver's 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 **property** 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**.

SECTION 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 **taxicab broker** and **taxicab owner licence** shall expire on the 31st day of October of each year unless otherwise suspended or revoked in accordance with the provisions of this By-law.
- 7.3 A **taxicab driver licence** shall expire on the 30th day of April of each year unless otherwise suspended or revoked in accordance with the provisions of this By-law.
- 7.4 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**.
- 7.5 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.
- 7.6 No corporation may be licensed as a **Driver**.

SECTION 8 – TRANSFER OF A LICENCE

- 8.1 A **Driver's licence** may not be transferred.
- 8.2 A **Taxicab Owner's licence** or a **Limousine Owner's licence** may be transferred to a replacement **motor vehicle**, upon submission of all required documents and information identified by the **Licence Issuer** and the applicable fee.

- 8.3 A **Broker's licence** may be transferred from one corporation to another corporation, upon submission of all required documents and information identified by the **Licence Issuer** and the applicable fee.
- 8.4 A **TNC licence** may be transferred from one corporation to another corporation, upon submission of all required documents and information identified by the **Licence Issuer** and the applicable fee.
- 8.5 Where the majority shareholder changes in a corporation that is a licensed, it shall be deemed a transfer and all provisions related to ownership and corporations shall apply.
- 8.6 Where the **owner** of a **taxicab** or **limousine** dies the **plate** and **licence** shall be returned to the **License Issuer** within ninety (90) days of the date of death of the **owner** of the **taxicab** or **limousine** or the **licence** may be transferred into the name of the estate for six (6) months or until expiry of the **licence** term which ever occurs later upon submission of:
 - (a) a copy of the death certificate;
 - (b) proof of insurance in the name of the estate;
 - (c) proof of **motor vehicle ownership** in the name of the estate.

9. LICENCE – TERMS AND CONDITIONS - GENERAL

- 9.1 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.
- 9.2 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.

- 9.3 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.
- 9.4 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**:
- refuse to provide service to a **person**;
 - refuse to permit a **person** to enter with the **service animal** into or upon any place or **premise** to which the **Licence** relates; or
 - 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**.
- 9.5 Notwithstanding Section 9.4, a **Driver** may refuse to service a **person** with a **service animal**, where the **Driver** has an allergy, and has filed with the **Licence Issuer** a certificate from his doctor evidencing that due to the allergy he is unable to provide service to a **passenger** with a **service animal**. A **Driver** that is unable to service a **passenger** with a **service animal**, shall make arrangements for service of the **passenger** prior to proceeding to his next engagement.
- 9.6 A **person** who has been issued a **licence** under this by-law shall immediately return:
- a damaged or replaced **plate**;
 - upon ceasing the use of the **motor vehicle** as a **taxicab** or **limousine** the **plate**;
- to the **Licence Issuer**.
- 9.7 A **Licensee** upon the request of the **Licence Issuer** or an **Officer** shall submit:
- a **motor vehicle** for an inspection;
 - documents and records required to be kept in accordance with this by-law.
- 9.8 A **Licensee** shall provide notice by means of signage that is clearly visible to the public both inside and outside a **vehicle for hire** if it is equipped with a in-car surveillance camera.

10. LICENCE – ADMINISTRATIVE SUSPENSIONS

- 10.1 Where required in accordance with this By-law a **Licensee's**:
- policy of liability insurance expires, is cancelled, or is otherwise terminated; or

(b) provincial driver's licence expires, is cancelled, suspended or revoked;

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 or provincial driver's licence has been reinstated.

10.2 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 11. 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.

10.3 An administrative suspension imposed under Section 10.2 may be imposed on such conditions as the **Licence Issuer** considers appropriate.

11. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

11.1 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 **Town** 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 that are, or will be, if the **applicant** or **licensee** is licensed, in contravention of this By-law, or any other applicable law; 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 a **driver**, the **applicant** or **licensee** fails to meet the requirements set out in Section 6.7 of this By-law.

11.2 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.

11.3 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.

11.4 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.

11.5 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**.

11.6 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**.

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

- 12.1 With the exception of Section 10, 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**.
- 12.2 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**.
- 12.3 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.
- 12.4 Service of any notice on the **applicant** or **licensee** under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the fourth (4th) day after the day of mailing or on the date of personal service or on the date of the email transmission.

13. ESTABLISHMENT OF APPEAL TRIBUNAL

- 13.1 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**.
- 13.2 The decision of the **Appeal Tribunal** shall be final and binding.

14. HEARING PROCESS

- 14.1 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.
- 14.2 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.
- 14.3 The decision of the **Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed.
- 14.4 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.
- 14.5 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.
- 14.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:
- the **applicant or licensee**;
 - 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.

15. ORDERS

- 15.1 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:
- discontinue the contravening activity; and/or
 - do work or take action to correct the contravention.
- 15.2 An Order under section 15.1 shall set out:
- reasonable particulars of the contravention adequate to identify the contravention;
 - the location of the **premise** on which the contravention occurred; and

(c) either:

- (i) in the case of an Order under section 15.1 (a), the date by which there must be compliance with the Order; or
- (ii) in the case of an Order under section 15.1 (b), the action to be done and the date by which the action must be done.

15.3 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.

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

15.5 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.

16. ENFORCEMENT AND PENALTY PROVISIONS

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

16.2 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.

16.3 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.

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

16.5 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.

16.6 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.

16.7 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.

16.8 Every **person** who contravenes any provision of this By-law or an Order issued pursuant to this By-law, and every director or officer of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to:

- (a) on a first offence, to a fine not more than \$50,000.00; and
- (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00

16.9 Every **person** who is issued a Part 1 offence notice or summons and is convicted is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

16.10 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.

16.11 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.

16.12 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

16.13 If a **person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **person** convicted.

17. SEVERABILITY

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

18. INTERPRETATION

18.1 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.

18.2 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.

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

19. REPEAL

19.1 By-laws 119-2004, 071-2005, 080-2008, 122-2009, 093-2010, 022-2020 and 011-2021 are hereby repealed.

READ three times and finally passed
this XX day of (Month), 2022.

Sandy Brown, Mayor

Karen Landry, Clerk

SCHEDULE 'A' to BY-LAW 2022-XX

TAXICAB 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 **Taxicab Driver's Licence** or renewal of a **Taxicab 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;
 - (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) three (3) copies of 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 **taxicab**, correspondence from **taxicab owner** and **broker** of his employment as a **taxicab 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) provided no changes have occurred in the information contained in those documents.
- 1.3 An **applicant** or **licensee** for a **taxicab driver's licence** shall be able to communicate in English to the extent necessary to perform his duties under this By-law.
- 1.4 In addition to the **Taxicab Driver's Licence** requirements, an **Applicant** or **Licensee** who will operate an **Accessible Taxicab** shall to the satisfaction of the **Licence Issuer**:

- (a) read and sign an acknowledgement of receipt of the **Town's** Accessibility Standards for Customer Service;

SCHEDULE 'B' to BY-LAW 2022-XX

TAXICAB DRIVER LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **taxicab driver** shall:

- (a) each day, before operating a **taxicab** examine it for mechanical defects, interior and exterior damage, and immediately report any defects to the **taxicab owner** and **broker**;
- (b) carry his Ontario Driver's Licence with him at all times when operating the **taxicab**;
- (c) carry and display his **licence** in such a manner that is visible to a **passenger** in the back seat;
- (d) carry and produce the **tariff card** upon request;
- (e) immediately report:
 - i) a collision to the **taxicab owner** and **broker**;
 - ii) any suspension of his Ontario driver's licence to the **taxicab owner**, **broker** and the **Licence Issuer**;
- (f) be civil, behave courteously and refrain from using profanity;
- (g) offer to assist any **passenger** when it is evident that the **passenger** is a **person** in need of or could benefit from assistance and follow the direction of the **passenger** on how best to assist them;
- (h) deliver all property or money left in the **taxicab** to the owner of the property or money. If the owner of the property or money can not be found, deliver the property or money to the nearest police station and notify the **taxicab owner** and **broker**;
- (i) create and keep daily a record in written or electronic form details of each **transportation service** which includes the following:
 - i) his name, the date and the **taxicab owner's plate** number;
 - ii) the location and time of the beginning and end of each **transportation service** provided;

- iii) the amount of the **fare** collected for each **transportation service** provided;
- (j) keep and maintain all **transportation service** records for a period of one (1) year.

1.2. A **Taxicab Driver** shall not:

- (a) place in, hang on or attach to the **taxicab** any luggage or object, in a manner that might obstruct his view;
- (b) take, consume or have in his possession any alcohol, drugs or intoxicants while he is the **driver** of the **taxicab**;
- (c) operate a **taxicab** when his ability to perform his duties is impaired by fatigue, illness or otherwise;
- (d) permit a **passenger** to stand in the **taxicab** while it is in motion.
- (e) take on any additional **passengers** after the **taxicab** has departed with one or more **passengers** from any one starting point except under the following circumstances:
 - i) when done at the request of the current **passenger** who is sixteen (16) years of age or older;
 - ii) in an emergency situation;
 - iii) when operating exclusively for the transportation of children to and from school in accordance with the requirements of the applicable School Board;
 - iv) when operating an **Accessible Taxicab** which is being used in accordance with a prearranged contract for the transportation of **passengers** with a disability.
- (f) operate a **taxicab** when the **taxicab meter**:
 - i) seal has been broken or removed;
 - ii) has not been adjusted in accordance with the **fares** prescribed by this By-law.

1.3 A **taxicab driver** may refuse to provide a **transportation service** where a **passenger**:

- (a) has not paid a previous **fare**;
- (b) in his opinion, is unwilling or unable to pay the **fare**;
- (c) is in possession of an animal other than a **service animal**;
- (d) is intoxicated or disorderly;
- (e) refuses to give a destination;
- (f) is not obeying the law.

2. FARES

2.1 A **taxicab driver** shall:

- (a) when a **passenger** enters a **taxicab** and gives the **driver** the desired destination, take the shortest possible route to the destination unless the **passenger** directs otherwise;
- (b) commence the calculation of a **fare** using the **taxicab meter** and calculate the **fare** for providing the **transportation service** using the **taxicab meter** except where a flat rate **fare** is applicable;
- (c) where he has notified a **passenger** of his arrival and has waited a reasonable time after the time of the **order** he may commence calculation of the **fare**;
- (d) not charge for time lost through his own incompetence or defects or inefficiency of the **taxicab**;
- (e) not charge for time elapsed due to early arrival of the **taxicab** in response to a call for a **taxicab** to arrive at a fixed time;
- (f) when there is a dispute with the **fare** give the **passenger** a receipt that includes:
 - i) the **fare** paid;
 - ii) date and time of the **transportation service**;
 - iii) pick up location and destination;
 - iv) his name;
 - v) **driver's licence** number; and
 - vi) **plate** number of the **taxicab**;
- (g) if there is a dispute with the **passenger** about the **fare**, refer the dispute to the police.

- 2.2. A **taxicab driver** may when he picks up a **passenger** within the **Town** for a **transportation service** with a destination outside the **Town**, agree with the **passenger** before commencement of the **transportation service** to a flat rate fare where the destination is a minimum of five (5) kilometers outside the limits of the **Town**.

SCHEDULE 'C' to BY-LAW 2022-XX

TAXICAB OWNER 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 **Taxicab Owner's Licence** or renewal of a **Taxicab Owner'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;
 - (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
 - (d) a **Safety Standards Certificate** dated within the previous sixty (60) days;
 - (e) a copy of the **motor vehicle ownership**;
 - (f) provide proof of third party **motor vehicle** liability insurance for the **motor vehicle** 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 **motor vehicle**; and
 - iv) not exclude coverage for use of the **motor vehicle** to carry paying **passengers**;
 - (g) a taxicab meter calibration and seal certificate prepared by a qualified mechanic or tradesperson.

- 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) provided no changes have occurred in the information contained in those documents.
- 1.3 In addition to the requirements set out in Section 4 of this By-law the issuing of a **Taxicab Owner's Licence** or renewal of a **Taxicab Owner's Licence** is subject to confirmation of compliance with the **Town's Zoning By-law**.

SCHEDULE 'D' to BY-LAW 2022-XX

TAXICAB OWNER AND ACCESSIBLE TAXICAB OWNER LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **taxicab owner** shall:

- (a) keep in full force and effect **motor vehicle** liability insurance in accordance with the requirements of this By-law for the **taxicab**;
- (b) repair any mechanical defect or exterior body repair of a **taxicab** that is reported to him or known;
- (c) not permit the operation of **taxicab** that has been in a collision until such time as the necessary repairs have been completed;
- (d) keep at all times in the **taxicab**:
 - i) **Motor Vehicle ownership**;
 - ii) valid insurance;
- (e) when a **driver** ceases to be affiliated with a **taxicab owner** notify the **Broker** and **Licence Issuer** within three (3) days of the said termination;
- (f) immediately remove from the **taxicab** being disposed of:
 - i) all identifying decals and markings;
 - ii) the **taxicab meter**;
 - iii) all other items which make the **taxicab** appear to the public to be a **taxicab**;
- (g) keep and maintain all records of repair to the **taxicab** including all invoices for the duration of its operation as a **taxicab**.

2. TAXICAB REQUIREMENTS

2.1 A **taxicab** shall:

- (a) have a minimum of four (4) doors and useable trunk capacity that is able to accommodate a wheelchair, walker or similar device used to assist a **person** with a disability;
- (b) be equipped with operable air-conditioning and heating;

- (c) be equipped with working seatbelts for its maximum **passenger** capacity;
- (d) be equipped with an extra tire, wheel and jack ready for use or be equipped with a run-flat free tire system or air compressor/tire sealant combination unit;
- (e) be equipped with a **taxicab meter** which shall be:
 - i) identified with a serial number;
 - ii) illuminated between dusk and dawn;
 - iii) located in a position clearly visible to a **passenger**;
 - iv) adjusted in accordance with the **fares** as set in Schedule M;
 - v) used only when the seal thereon is intact;
 - v) kept in good working condition;
- (f) be clean and maintained in a good repair and free from interior damage and exterior body damage;
- (g) have on display in the interior of the **taxicab** a:
 - i) no smoking sign;
 - ii) **tariff card** provided by the **Licence Issuer**;that is visible to a **passenger** in the back seat;
- (h) have firmly affixed to the rear exterior passenger side area of the **taxicab**, the **plate** together with the renewal sticker issued by the **Licence Issuer**;
- (i) display on the exterior of the **taxicab** uniform signage that includes the:
 - i) name, phone number or other contact details of the **broker** with whom he is affiliated with on a front or back door side panel or on a roof sign;
 - ii) **plate** number in figures a minimum of 15.24 cm (6 inches) in height and of a contrasting colour on both front fenders;
- (j) bear 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.

3. ACCESSIBLE TAXICAB REQUIREMENTS

- 3.1 In addition to the **taxicab** requirements, an **accessible taxicab** shall:
 - (a) be equipped with:
 - i) wheelchair securement devices that limit the forward, backward, rotational, lateral and vertical motion of every wheelchair in the vehicle

at the points of contact of the wheelchair with the vehicle while the vehicle is in normal operation;

- ii) be equipped with a unitized first aid kit in a sturdy, dustproof removable container containing,
 - (a) packets containing hand cleansers and gauze cleansing pads,
 - (b) adhesive dressings, individually wrapped,
 - (c) compress dressings,
 - (d) eye dressing kits,
 - (e) gauze dressings,
 - (f) gauze bandages,
 - (g) adhesive tape,
 - (h) triangular bandages,
 - (i) rolled metal splint,
 - (j) one pair of scissors,
 - (k) one pair of sliver tweezers, and
 - (l) safety pins.
 - iii) one dry-chemical-type fire extinguisher:
 - (a) bearing the label of a recognized testing agency
 - (b) showing a rating of not less than 2-A: 10-B:C; and
 - (c) equipped with a pressure gauge indicating that the fire extinguisher is adequately charged

contained in the extinguisher manufacturer's bracket;
- (b) be in compliance with Regulation 629 of the **Highway Traffic Act**.

4. TAXICAB MODEL YEAR RESTRICTIONS

- 4.1 No motor vehicle** with a **model year** greater than ten (10) years shall be used as a **taxicab**.

SCHEDULE 'E' to BY-LAW 2022-XX

BROKER LICENCE REQUIREMENTS

1. In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **Broker's Licence** or renewal of a **Broker's Licence** shall submit the following to the satisfaction of the **Licence Issuer**:
 - (a) a list of all **Taxicab Drivers** and **Taxicab Owners** affiliated with the **Broker**, which list shall include the following information:
 - i) the name of the **Taxicab Driver**;
 - ii) the year, make, model and Ontario licence plate number of the **taxicab** operated by the **taxicab driver**;
 - iii) the name of the **taxicab owner** and **plate** number;
 - (b) proof of commercial general liability insurance 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 all claims for personal injury including bodily injury resulting in death, and property damage with an inclusive limit of not less than Two Million (\$2,000,000.00) per occurrence insuring him against liability imposed by law for any loss or damage resulting from the carrying on of the business to which the **Licence** relates;
 - (c) where the **broker** has more than five (5) **taxicabs** affiliated with its **brokerage**, proof that one (1) **taxicab** is an **accessible taxicab**.
2. In addition to the requirements set out in Section 4 of this By-law the issuing of a **Broker's Licence** or renewal of a **Broker Licence's** is subject to the following:
 - (a) where the **brokerage** office is located in the **Town**, confirmation that the **premise** where the **brokerage** operates from is in compliance with the **Town's Zoning By-law**.

SCHEDULE 'F' to BY-LAW 2022-XX

BROKER LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **broker** shall:

- (a) keep in full force and effect commercial general liability insurance in accordance with the requirements of this By-law;
- (b) create and maintain in a readily accessible electronic format a list of all **Taxicab Drivers** and **Taxicab Owners** affiliated with the **Broker**, which list shall include the following:
 - i) the name of the **Taxicab Driver**; and
 - ii) the year, make, model and Ontario licence plate number of the **taxicab** operated by the **Taxicab Driver**;
 - iii) the name of the **Taxicab Owner** and **plate** number;
- (c) ensure each **taxicab** that is **dispatched** is equipped:
 - i) to accept credit card and debit card payments;
 - ii) with a fully functioning global positioning system.

1.2 A **broker** shall create and maintain information on all **orders** which shall include:

- (a) the date, time and receipt of the **order**;
- (b) the name of the **Taxicab Driver** and the **plate** number of the **taxicab dispatched**;
- (c) pick up location and the destination;
- (d) date and time the **transportation service** started and terminated;
- (e) length of time elapsed between the **order** and the start time of the **transportation service**.

1.3 A **Broker** shall keep and maintain all records required to be kept under this By-law for a period of two (2) years.

1.4 A **Broker** shall:

- (a) inform a customer of the anticipated time for arrival of the **taxicab**;

- (b) where the **transportation service** requested requires an **Accessible Taxicab** and the **Broker** is unable to provide such service, direct the **person** requesting the **transportation service** to another licensed **Broker** which can provide the service;
- (c) where the **brokerage** provides **Accessible Taxicabs**, provide priority service to a **person** with a disability;
- (d) when a **driver** ceases to be affiliated with the **broker** notify the **Licence Issuer** within three (3) days of the said termination;
- (e) provide **transportation services** to all areas in the **Town**.

1.5 A **broker** shall not:

- (a) require a **driver** to accept an **order** necessitating an expenditure of money by the **driver** on behalf of the **passenger**;
- (b) **dispatch a driver** or a **taxicab** that does not meet the requirements of this By-law;
- (c) **dispatch a driver** of a **taxicab** when their ability to perform his duties is impaired by fatigue, illness or otherwise.

1.6 A **broker** may:

- (a) refuse an **order** where a **passenger**:
 - (i) has not paid a previous **fare**;

SCHEDULE 'G' to BY-LAW 2022-XX

LIMOUSINE 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 **Limousine Driver's Licence** or renewal of a **Limousine 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;
 - (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) three (3) copies of 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 **limousine**, correspondence from **limousine owner** of his employment as a **limousine 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) provided no changes have occurred in the information contained in those documents.
- 1.3 An **applicant** or **licensee** for a **limousine driver's licence** shall be able to communicate in English, to the extent necessary to perform his duties under this By-law.

SCHEDULE 'H' to BY-LAW 2022-XX

LIMOUSINE DRIVER TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **limousine driver** shall:

- (a) each day, before operating a **limousine** examine it for mechanical defects, interior and exterior damage, and immediately report any defects to the **limousine owner**;
- (b) carry his Ontario Driver's Licence with him at all times when operating the **limousine**;
- (c) carry and display his **licence** in such a manner that is visible to a **passenger** in the back seat;
- (d) carry and produce the **Limousine** rate sheet and a copy of the signed contract upon request;
- (e) immediately report:
 - i) a collision to the **limousine owner**;
 - ii) any suspension of his Ontario driver's licence to the **limousine owner** and the **Licence Issuer**;
- (f) be professionally attired;
- (g) be civil, behave courteously and refrain from using profanity;
- (h) offer to assist any **passenger** when it is evident that the **passenger** is in need of or could benefit from assistance and follow the direction of the **passenger** on how best to assist them;
- (i) deliver all property or money left in the **limousine** to the owner of the property or money. If the owner of the property or money can not be found, deliver the property or money to the nearest police station and notify the **limousine owner**.

1.2. A **Limousine Driver** shall not:

- (a) place in, hang on or attach to the **limousine** any luggage or object, in a manner that might obstruct his view;

- (b) take, consume or have in his possession any alcohol, drugs or intoxicants while he is the **driver** of the **limousine**;
- (c) operate a **limousine** when his ability to perform his duties is impaired by fatigue, illness or otherwise;
- (d) permit a **passenger** to stand in the **limousine** while it is in motion.
- (e) take on any additional **passengers** after the **limousine** has departed with one or more **passengers** from any one starting point except under the following circumstances:
 - i) when done at the request of the current **passenger** who is sixteen (16) years of age or older;
 - ii) in an emergency situation.
- (f) **solicit** without a pre-arranged contract for hire;
- (g) hold himself out as being available for hire in any public place.

1.3 A **limousine driver** may refuse to provide a **transportation service** where a **passenger**:

- (a) has not paid a previous **fare**;
- (b) in his opinion, is unwilling or unable to pay the **fare**;
- (c) is in possession of an animal other than a **service animal**;
- (d) is intoxicated or disorderly;
- (e) is not obeying the law.

2. FARES

2.1 A **limousine driver** shall:

- (a) not charge for time lost through his own incompetence;
- (b) when there is a dispute with the **fare** give the **passenger** a receipt showing his name and **driver's licence** number and the **plate** number of the **limousine**;
- (c) if there is a dispute with the **passenger** about the **fare**, refer the dispute to the police.

SCHEDULE 'I' to BY-LAW 2022-XX

LIMOUSINE OWNER 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 **Limousine Owner's Licence** or renewal of a **Limousine Owner'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;
 - (c) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
 - (d) a **Safety Standards Certificate** dated within the previous sixty (60) days;
 - (e) a copy of the **motor vehicle ownership**;
 - (f) provide proof of third party **motor vehicle** liability insurance for the **motor vehicle** 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 **motor vehicle**; and
 - iv) not exclude coverage for use of the **motor vehicle** to carry paying **passengers**;

(g) a list of all **limousine drivers** operating **limousines**, which list shall include the following information:

- i) the name of the **limousine driver**;
- ii) the year, make, model and Ontario licence plate number of the **limousine** operated by the **limousine driver**;
- iii) the name of the **limousine owner** and **plate** number;

(h) a copy of the **fares** to be charged for the use of the **limousine**.

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) provided no changes have occurred in the information contained in those documents.

1.3 In addition to the requirements set out in Section 4 of this By-law the issuing of a **Limousine Owner's Licence** or renewal of a **Limousine Owner's Licence** is subject to confirmation of compliance with the **Town's Zoning By-law**.

SCHEDULE 'J' to BY-LAW 2022-XX

LIMOUSINE OWNER TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **limousine owner** shall:

- (a) keep in full force and effect **motor vehicle** liability insurance in accordance with the requirements of this By-law for the **limousine**;
- (b) repair any mechanical defect or exterior body repair of a **limousine** that is reported to him or known;
- (c) not permit the operation of **limousine** that has been in a collision until such time as the necessary repairs have been completed;
- (d) keep at all times in the **limousine**:
 - i) **motor vehicle ownership**;
 - ii) valid insurance;
- (e) when a **driver** ceases to be affiliated with a **limousine owner** notify the **Licence Issuer** within three (3) days of the said termination;
- (f) ensure that there is a signed contract for each **transportation service** that includes:
 - i) client identification;
 - ii) **driver** identification;
 - iii) service rendered;
 - iv) **fare** charged; and
 - v) date and time of the **transportation service**;
- (g) immediately remove from the **limousine** being disposed of:
 - (i) all identifying decals and markings; and
 - (ii) all other items which make the **limousine** appear to the public to be a **limousine**;
- (h) create and maintain in a readily accessible electronic format a list of all **limousine drivers** operating **limousines**, which list shall include the following:
 - i) the name of the **Limousine Driver**;
 - ii) the year, make, model and Ontario licence plate number of the **limousine** operated by the **Limousine Driver**;

- iii) the name of the **Limousine Owner** and **plate** number;
- (i) ensure that **Limousine Driver** shall be professionally attired during working hours;
- (j) file with the **Licence Issuer** annually, a copy of the **fares** to be charged for the use of the **limousine** and give fifteen (15) days advance notice to the **Licence Issuer** of any new **fares**;
- (k) abide by the **fares** filed with the **Licence Issuer**; and
- (l) keep and maintain all records of repair to the **limousine** including all invoices for the duration of its operation as a **limousine**.

1.2 A **Limousine Owner** shall not equip a **limousine** with a two-way radio or **taxicab meter**.

2. LIMOUSINE REQUIREMENTS

2.1 A **limousine** shall:

- (a) have a minimum of four (4) doors and useable trunk capacity that is able to accommodate a wheelchair, walker or similar device used to assist a **person** with a disability;
- (b) be equipped with operable air-conditioning and heating in both the driver and passenger compartments;
- (c) be equipped with working seatbelts for its maximum **passenger** capacity;
- (d) be equipped with an extra tire, wheel and jack ready for use or be equipped with a run-flat free tire system or air compressor/tire sealant combination unit;
- (e) be clean and maintained in a good repair and free from interior damage and exterior body damage;
- (f) have on display in the interior of the **limousine** a no smoking sign that is visible to a **passenger** in the passenger compartment;
- (g) have firmly affixed to the rear exterior trunk area of the **limousine**, the **plate** together with the renewal sticker issued by the **Licence Issuer**;
- (h) bear 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;

3. LIMOUSINE MODEL YEAR RESTRICTIONS

- 3.1 No **motor vehicle** with a **model year** greater than (10) years shall be used as a **limousine** unless the **motor vehicle** is a classic or vintage **limousine** that is approved by the **Licence Issuer**.

SCHEDULE 'K' to BY-LAW 2022-XX

TNC LICENCE REQUIREMENTS

1. In addition to the requirements set out in Section 4 of this By-law an **Applicant** or **Licensee** for a **TNC Licence** or renewal of a **TNC Licence** shall submit the following to the satisfaction of the **Licence Issuer**:
 - (a) a list of all **TNC Drivers** affiliated with the **TNC**, which list shall include the following information:
 - i) the name of the **TNC Driver**;
 - ii) the year, make, model and Ontario licence plate number of the **TNC Vehicle** operated by the **TNC Driver**;
 - (b) proof of commercial general liability insurance 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 all claims for personal injury including bodily injury resulting in death, and property damage with an inclusive limit of not less than Five Million (\$5,000,000.00) per occurrence insuring him against liability imposed by law for any loss or damage resulting from the carrying on of the business to which the **Licence** relates and naming the **Town** as an additional insured as it relates to the operation of the **TNC**;
 - (c) proof on behalf of every **TNC Driver** third party **motor vehicle** liability insurance for owned, not owned or leased **TNC Vehicle** which shall at all times during the provision of **transportation services**:
 - 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 **person(s)**, or from loss or damage to property occurring while in the post-acceptance period resulting from any one accident and include the IPCF 6TN Permission to Carry Paying Passengers for a **TNC** endorsement or an equivalent endorsement acceptable to the **Licence Issuer**, with limits of not less than two million dollars (\$2,000,000) per occurrence;

- (d) the name, telephone and email contact information for the person authorized to receive and respond on behalf of the **TNC** to any and all communications from the **Town** relating to the **TNC's Licence** or the **TNC's** conduct of the business;
- (e) the **TNC Identifier**;
- (f) documentation demonstrating that the **TNC App** used:
 - i) at the time the **transportation service** is arranged, provides to the **passenger** requesting the **transportation service**:
 - (a) the **TNC** name and contact information;
 - (b) the first name and photograph of the **TNC Driver**;
 - (c) make, model and licence plate of the **TNC Vehicle**;
 - (d) the estimated **fare** including any surcharge;
 - (e) the current location of the **TNC Vehicle**;
 - ii) provides a link to rate or provide comment on the **TNC Driver** and the **TNC Vehicle**;
 - iii) provides a process allowing a **passenger** to accept or refuse the **transportation service** prior to it commencing and keeps a record of such acceptance or refusal;
 - iv) provides a secure payment mechanism;
 - v) provides a printed or electronic receipt to the **passenger** at the end of the **transportation service** that includes the following information:
 - (a) the **fare** and any surcharges paid;
 - (b) date, time, duration and distance of the **transportation service**;
 - (c) pick-up location and the destination;
 - (d) the first name of the **TNC Driver**.
- (h) incorporates a global positioning system (GPS) in which all **Transportation Services** are recorded;
- (i) is accessible to a **person** with a disability.

SCHEDULE 'L' to BY-LAW 2022-XX

TNC LICENCE TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 A **TNC** shall:

- (a) keep in full force and effect **motor vehicle** liability insurance in accordance with the requirements of this By-law for the **TNC Vehicle**;
- (b) keep in full force and effect commercial general liability insurance in accordance with the requirements of this By-law;
- (c) upon request, provide a report prepared by an independent third party auditor confirming the **TNC** is collecting the information as required by this By-law and that the information provided to the **Town** is accurate and true;
- (d) ensure that driver training is available for all affiliated **TNC Drivers** on the use of the **TNC App**;
- (e) where **transportation service** requested requires an accessible vehicle and the **TNC** is unable to provide such service, direct the **person** requesting the **transportation service** to a **person** who can provide the service;
- (f) have a dispute resolution process for dealing with any complaints regarding **fares**, customer service or any other issues arising from the **TNC** operations;
- (g) not permit, encourage or condone the acceptance of **hails** or the **solicitation of passengers** by **TNC Drivers**;
- (h) not obstruct access and use of the **TNC App** by the **Licence Issuer** or an **Officer** including but not limited to the creation and use of an account as a **passenger** and a **TNC Driver**;
- (i) make available to the public on its **TNC App**, and by any other means of its choice, the following information:
 - i) the insurance coverage required to be maintained by the **TNC** and by a **TNC Driver**;
 - ii) the **transportation services** offered by **TNC Drivers**;
 - iii) the applicable screening process for a **TNC Driver** and a **TNC Vehicle**;
 - iv) that **TNC Driver** cannot accept cash payment for **transportation services**.

- (j) at the time the **transportation service** is arranged, provides to the **passenger** requesting the **transportation service**:
 - i) the **TNC** name and contact information;
 - ii) the first name and photograph of the **TNC Driver**;
 - iii) make, model and licence plate of the **TNC Vehicle**;
 - iv) the estimated **fare** including any surcharge;
 - v) the current location of the **TNC Vehicle**;
- (k) provide a link to a **passenger** to rate or provide comment on the **TNC Driver** and the **TNC Vehicle**;
- (l) provide a process allowing a **passenger** to accept or refuse the **transportation service** prior to it commencing;
- (m) provide a secure payment mechanism;
- (n) provide a printed or electronic receipt to the **passenger** at the end of the **transportation service** that includes the following information:
 - i) the **fare** and any surcharges paid;
 - ii) date, time, duration and distance of the **transportation service**;
 - iii) pick-up location and the destination;
 - iv) the first name of the **TNC Driver**.
- (o) not permit a **TNC Driver** to access the **TNC App**:
 - i) where the **TNC** has reasonable belief that the **TNC Driver** does not meet the **TNC Driver** requirements set out in this By-law;
 - ii) where the **Licence Issuer** has notified the **TNC** that the **Town** based on an investigation has determined that the **TNC Driver** does not meet the **TNC Driver** requirements set out in this By-law.
- (p) where access to the **TNC App** has been removed, shall not reinstate access until the **Licence Issuer** is satisfied the **TNC Driver** is in compliance with the **TNC Driver** requirements set out in this By-law.

- (q) ensure the **TNC App** operates in accordance with documentation submitted as part of the **licence** application demonstrating that the **TNC App** meets all the required functionality as required by this By-law.
- (r) not require that the law of any jurisdiction other than Ontario be applied in relation to the use of the **TNC App** in the **Town** by **TNC Drivers** or **passengers**.

2. TNC DRIVER REQUIREMENTS

2.1 A **TNC** shall:

- (a) ensure that prior to the collection of any personal information, a **TNC** shall obtain consent from any affiliated **TNC Driver** for such collection and future disclosure to the **Licence Issuer** of personal information for the purposes of investigating complaints and potential breaches of this By-law;
- (b) require a **TNC Driver** to submit when applying for affiliation with the **TNC** and annually thereafter:
 - i) proof of being at least 18 years of age;
 - ii) proof of either:
 - a) Canadian Citizenship;
 - b) Landed immigrant status; or
 - c) a valid work permit to work as a driver issued by the Government of Canada;
 - iii) a current valid Class A, B, C, D, E, F or G driver's licence issued by the Province of Ontario;
 - iv) a **Driver's Abstract** dated within sixty (60) days of applying for affiliation with the **TNC**;
 - v) a **Criminal Record Check** dated within sixty (60) days of applying for affiliation with the **TNC**;
 - vi) a copy of the **Motor Vehicle ownership**;
 - vii) a **Safety Standards Certificate** dated within sixty (60) days of applying for affiliation with the **TNC**;
 - ix) is able to communicate in English to the extent necessary to perform his duties under this By-law.

- (c) shall not employ or engage a **TNC Driver** that does not meet the threshold criteria established by the **TNC**;
- (d) issue to every affiliated **TNC Driver** an Identification Card in written or accessible electronic form providing the following information:
 - (a) the first and last name and photograph of the **TNC Driver**;
 - (b) the make, model and licence plate number of the **TNC Vehicle** used by the **TNC Driver**;
 - (c) the name and contact information of the **TNC**;
 - (d) the insurance policy coverage for the **TNC Vehicle**.

2. RECORDS

2.1 A **TNC** shall create and maintain:

- (a) in a readily accessible electronic format a list of all **TNC Drivers** affiliated with the **TNC**, which list shall include the following:
 - i) the name of the **TNC Driver**;
 - ii) the year, make, model and Ontario licence plate number of the **TNC Vehicle** operated by the **TNC Driver**.

2.2 A **TNC** shall create and maintain information on all **orders** and **transportation services** completed by affiliated **TNC Drivers** which shall include:

- (a) date, time and receipt of the **order**;
- (b) the name of the **TNC Driver** and the licence plate number of the **TNC Vehicle**;
- (c) pick up location and the destination;
- (d) distance, date and time the **transportation service** started and terminated;
- (e) length of time elapsed between the **order** and the start of the **transportation service**;
- (f) the **fare** paid for the **transportation service**.

2.3 A **TNC** shall create and maintain annual records of the following:

- (a) the total number of **transportation services** provided by the **TNC**;

- (b) the total number of **TNC Drivers** providing a **transportation services**;
 - (c) the total number of **TNC Vehicles** providing a **transportation services**.
- 2.4 A **TNC** shall create and maintain information for all **transportation services** that cannot be completed by an affiliated **TNC Driver** including for **transportation services** where an accessible vehicle is required.
- 2.5 A **TNC** shall keep and maintain all records required to be kept under this By-law for a period of two (2) years except **motor vehicle** insurance coverage records shall be retained for a period of two (2) years after the **TNC Driver** ceases to be affiliated with the **TNC**.

3. TNC VEHICLE REQUIREMENTS

- 3.1 A **TNC Vehicle** shall:
- (a) have a minimum of four (4) doors and useable trunk capacity;
 - (b) be equipped with operable air-conditioning and heating;
 - (c) be equipped with working seatbelts for its maximum **passenger** capacity;
 - (d) be equipped with an extra tire, wheel and jack ready for use or be equipped with a run-flat free tire system or air compressor/tire sealant combination unit;
 - (e) be clean and maintained in a good repair and free from interior damage and exterior body damage;
 - (f) have on display in the interior of the **TNC Vehicle** a no smoking sign;
 - (g) display in a visible location on the exterior of the **TNC Vehicle** the **TNC Identifier**;
 - (h) 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;

4 TNC VEHICLE MODEL YEAR RESTRICTIONS

- 4.1 No **motor vehicle** with a **model year** greater than ten (10) years shall be used as a **TNC Vehicle**.

5 TNC DRIVER REQUIREMENTS

5.1 A **TNC Driver** shall:

- (a) carry his Ontario Driver's Licence and Identification Card issued by the **TNC** with him at all times when operating the **TNC Vehicle**;
- (b) only accept a request for **transportation services** using the **TNC App**;
- (c) be civil, behave courteously and refrain from using profanity;
- (d) offer to assist any **passenger** when it is evident that the **passenger** is a need of or could benefit from assistance and follow the direction of the **passenger** on how best to assist them;
- (e) shall provide services that are free from discrimination and respect all grounds protected by the Ontario Human Rights Code.

5.2. A **TNC Driver** shall not:

- (a) place in, hang on or attach to the **TNC Vehicle** any luggage or object, in a manner that might obstruct his view;
- (b) take, consume or have in his possession any alcohol, drugs or intoxicants while he is the **driver** of the **TNC**;
- (c) operate a **TNC Vehicle** when his ability to perform his duties is impaired by fatigue, illness or otherwise;
- (d) permit a **passenger** to stand in the **TNC Vehicle** while it is in motion;
- (e) **solicit** other than through the **TNC App**;
- (f) commence the **transportation service** until the **passenger** has provided electronic acceptance of the **fare**;
- (g) charge the **passenger** an amount greater than the communicated and accepted **fare**;
- (h) accept payment by cash.

5.3 A **TNC Driver** shall not, with respect to any **person** being guided or assisted by a **service animal**:

- (a) refuse to service a **person**;

- (b) refuse to permit a **person** to enter with the **service animal** into the **TNC Vehicle**; or
 - (c) refuse to permit the **person** and such **service animal** to remain in the **TNC Vehicle** by reason only of the presence of such **service animal**.
- 5.4 Notwithstanding Section 5.3, a **TNC Driver** may refuse to service a **person** with a **service animal**, where the **TNC Driver** has an allergy, and has filed with the **TNC** a certificate from his doctor evidencing that due to the allergy he is unable to provide service to a **passenger** with a **service animal**.

SCHEDULE 'M' to BY-LAW 2022-XX

TARIFF FEES

1. TAXICAB FARES

BY DISTANCE

The following **fares** apply to **taxicabs**:

Maximum drop rate	\$3.55
Maximum rate for each additional kilometer	\$2.20

WAITING TIME

For every minute	\$0.45*
* for a total maximum hourly rate of \$27.00	

WHEELCHAIR

A **driver** shall not charge a fee for the loading and unloading of a wheelchair, walker or similar device used to assist a **person** with a disability.

SCHEDULE 'N' to BY-LAW 2022-XX

FEES

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

Licence or Other	Annual Fee
Limousine Owner	\$560.00
Taxicab Broker	\$180.00
Taxicab Owner	\$560.00
Drivers Licence	\$70.00
Accessible Taxicab Owner	\$300.00
Taxicab Owner with Green Plate	\$300.00
Replacement Plate	\$20.00
Replacement Licence	\$20.00
Transportation Network Company	TBD