

CAPE BRETON REGIONAL MUNICIPALITY

By-Law No: T-200

Tow Truck Licencing By-law

1. DEFINITION

(1) In this by-law:

"*CBRM*" means the Cape Breton Regional Municipality;

"*Collision*" means the unintended contact resulting from the motion of a Motor Vehicle and/or its load;

"*Collision Scene*" means the general location or place where a Collision occurred;

"*Collision Towing*" means the towing of a disabled Vehicle as the result of a Collision;

"*Commercial Motor Vehicle*" means a Motor Vehicle having permanently attached thereto a truck or delivery body and includes an ambulance, hearse, casket wagon, fire apparatus, bus and tractors used for hauling purposes on the highway;

"*Council*" means the Council for CBRM;

"*Dolly*" means a four-wheeled carriage used in towing to support the trailing end of the Towed Vehicle;

"*Driver*" means any Person who Drives or operates a Tow Truck;

"*Drop Fee*" means any fee or commission paid to the Owner or Driver of a Tow Truck or to a Tow Truck Broker in return for the towing or otherwise conveying of a Vehicle to a particular place, which fee is in addition to the amount which the Owner or Driver of the Tow Truck is authorized to charge to the Hirer;

"*Flatbed*" means a platform body with a winch for loading;

"*Gross Vehicle Weight Rating (GVWR)*" means the maximum total Vehicle rated capacity, measured at the tire ground interface, as rated by the chassis manufacturer;

"*Hirer*" means the Registered Owner of a Vehicle, to be towed or being towed, his/her agent or any Person lawfully in possession of the Vehicle to be towed or being towed;

"*Inspector*" means an inspection officer duly appointed by Council;

"*Licence*" means the certificate issued under this by-law as proof of licensing under this by-law;

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"Licence Renewal Sticker" means the coloured consecutively numbered sticker issued with the renewal of the Owner's Licence, to be attached to the Owner's Plate. The sticker indicates the expiry year of the Owner's Licence;

"Licence Sticker" means the stamp or seal issued to an Owner under this by-law;

"Manager" means the Manager responsible for administration and enforcement of this By-law, as appointed by Council, and includes his or her designates.

"Motor Vehicle" includes an automobile, truck, trailer, motorcycle and any other Vehicle propelled or driven otherwise than by muscular power, but does not include a motorized snow Vehicle or motor-assisted Vehicle;

"Municipal Boundary" means the boundary encompassing CBRM;

"Nuisance" means:

(a) the obstruction or interference with Persons involved in a Motor Vehicle Collision or otherwise in need of the service of a Tow Truck,

(b) the obstruction or interference with emergency services personnel responding to a Motor Vehicle Collision, which personnel would include, but not be limited to peace officers, members of a fire department and members of an ambulance service, and

(c) the obstruction or interference with other Tow Truck Drivers or Owners and pedestrian or vehicular traffic;

"Owner" means the holder of the plate portion of the Permit issued under the *Motor Vehicle Act*;

"Owner's Plate" means a number plate issued to an Owner Licenced under this by-law;

"Permission to Tow a Vehicle Form" means a form supplied to a Driver or Owner by CBRM which must be completed and signed by the Tow Truck Driver and the Hirer prior to a tow commencing in CBRM where such tow is requested by the Hirer;

"Permit" means the Licence or certificate issued under this by-law;

"Person" includes a firm or Corporation to whom the context can apply;

"Registered Owner" means the Person shown to be the Owner of a Motor Vehicle according to the records maintained by the Registrar of Motor Vehicle for the Province of Nova Scotia;

"Tow Bar" means a device for positioning a Towed Vehicle behind a towing Vehicle;

"Tow Sling" means a device used for lifting and towing Vehicles with a partial load supported on rubber belts;

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"Tow Truck" means a Vehicle used for towing or otherwise conveying Vehicle(s) which shall include a Wrecker Body;

"Tow Truck Broker" means a Person who in pursuance of a trade, calling business or occupation arranges for the provision for hire to a Hirer of the services of a Tow Truck not owned by such Person;

"Towed Vehicle" means a Vehicle or any part thereof towed or otherwise conveyed by a Tow Truck, under an agreement between the Owner of the Vehicle to be towed and the Driver or Owner of a Tow Truck;

"Underlift" means a device used for towing Vehicles by lifting one end of the Towed Vehicle from under the axle or structural member of the Towed Vehicle;

"Vehicle" includes a Motor Vehicle, or Commercial Motor Vehicle;

"Vehicle Pound Facility" means land, buildings or structures or part thereof, used for the temporary storage of impounded Vehicles within a secure area which is fenced and gated or inside a building and where a storage fee is charged and may include property held under police or other government authority. An office shall be located on the property;

"Wheel lift" means a device used for towing Vehicles by lifting one end of the Towed Vehicle by the wheels;

"Work Order" includes any for, order, invoice, written authorization or any other document that when signed by a Hirer provides authorization to any Person, Vehicle Pound Facility, Licenced Automobile Service Station, or any other business or Person, to carry out any work to the Hirer's Vehicle, which includes any repair or maintenance to the Vehicle;

"Wrecker Body" means a manufacturer's box designed to be attached to the frame of a cab and chassis and used with an Underlift, Tow Bar or Tow Sling or Wheel lift or flat bed carrier or other similar device and which is equipped with a winching and hoisting mechanism and maintained in a manner to ensure the safe lifting and conveying of a Vehicle to be towed;

(2) (a) For the purposes of this by-law a Person shall be acting as the Driver or Owner of a Tow Truck if that Person conveys or seeks to convey, for hire, or holds himself out, by his actions or words, as being available to convey, for hire, a Vehicle from a point within the municipality of CBRM, to either a point also within the municipality of CBRM or to any point beyond its limits whether such conveyed Vehicles are intact or inoperable;

(b) Section 1 (2) does not apply where a Vehicle is towed from a point within the municipality of CBRM to a point beyond its limits with the prior consent of the Owner of the Vehicle or that Person's authorized agent;

(c) In the absence of any evidence to the contrary, the tow will be deemed to originate in CBRM.

2. MANAGER

(1) The Manager shall:

- (a) receive, establish the material to be filed in support of an application for, and process all applications for Licences and for the renewal of Licences to be issued under this by-law;
- (b) issue Licences to and renew Licences for Persons who meet the requirements of this by-law;
- (c) impose terms and conditions on a Licence where the Manager is of the opinion that a term or condition of a Licence should be imposed;
- (d) refuse to issue, renew a Licence or revoke or suspend a Licence, where the Manager is of the opinion that the Applicant is disentitled to a Licence under Section 10;
- (e) enforce the provisions of this by-law;
- (f) generally perform all the administrative functions conferred upon it by this by-law.
- (g) issue a conditional Licence for a term of not more than six (6) months, to be reviewed by the Manager with the possibility of renewal, when an applicant has met all the requirements of Section 4 of this by-law and is awaiting decision from the Parole Board of Canada for a record suspension in accordance with Subsection 4(3)(d).

(2) When an Owners Plate is defaced, destroyed or lost, the Licenced Owner shall apply to the Manager for a replacement and on payment of the appropriate fee under Schedule 1 the Manager shall issue a replacement Owner's Plate as required.

3. LICENSING

(1) No Person shall act as or be the Owner of a Tow Truck in CBRM unless he/she is licenced as an Owner under this by-law.

(2) No Person shall drive, or act as the Driver of a Tow Truck in CBRM unless he is licenced as a Driver under this by-law.

(3) Unless provided otherwise in this by-law a Person who is the Owner of more than one Vehicle shall take out a separate Licence for each Vehicle owned by him/her which is to be used in CBRM.

4. AREAS OF JURISDICTION

The jurisdiction of this Towing By-law is the Cape Breton Regional Municipality. CBRM shall be divided into zones for the purpose of this By-Law as set out in Schedule II. A Driver's Licence is valid throughout the Municipality, but an Owner's Licence is only valid for one zone. No Driver's Licence and/or Vehicle Owner's Licence shall be issued unless the business address of the towing business to be hiring the applicant, or owning the tow truck, is in the service area intended to be served by the driver or towing business.

5. REQUIREMENTS TO OPERATE A TOW TRUCK BUSINESS

Every person engaged in the business of operating a tow truck or owning a tow truck vehicle shall be in the employ of a towing business:

- a. which has a separate address and phone number other than the proprietor's place of residence;
- b. which has a place of business that allows for off-street parking or storage of all tow trucks operated by the business and that is in compliance with the provisions of the CBRM Land Use By-law in effect for the property on which the place of business is located;
- c. which is registered in good standing with the Nova Scotia Registry of Joint Stock Companies.

6. LICENCE

(1) (a) No person shall be licenced under this by-law unless he/she:

(i) has at least five years driving experience after completing the requirements of a full Nova Scotia Class 4 driver's licence;

(ii) is a citizen of Canada or a landed immigrant, or has a valid employment authorization issued by the Government of Canada to work as a Driver; and

(iii) has a working knowledge of English.

(b) Any Driver who does not meet the requirements as stated in subsection 6(1)(a) of this By-law on or before the date that subsection 6(1)(a) was enacted and passed shall be grandfathered, provided that they maintain a clear driver abstract until they have fulfilled the requirements of subsection 6(1)(a).

(2) The provisions of subsection 1 do not apply to a Corporation.

(3) No Person shall be Licenced under this by-law as a Driver unless:

(a) He/she has a current valid Class 4 Driver Licence issued by the Province of Nova Scotia;

(b) He/she produces a criminal record search issued within the past thirty (30) days by the Cape Breton Regional Police Service, or other police service in Nova Scotia, which contains no convictions for five (5) years prior to the date of application or renewal.

(c) He/she produces a driver's abstract issued within the past thirty (30) days which contains not more than six (6) demerit points or any one *Nova Scotia Motor Vehicle Act* conviction with a value of four (4) or more demerit points or similar convictions from outside of the Province of Nova Scotia.

(d) If applicable, he/she produces documentation proving a current application to the Parole Board of Canada for a record suspension in accordance with the *Criminal Records Act*, is actively being pursued.

(e) he/she has his/her photograph taken by the Manager.

(4) No Person shall be licenced as an Owner unless:

(a) he/she produces for each Tow Truck to be used, a current valid Motor Vehicle Permit issued by the Registry of Motor Vehicles issued in the applicant's name; or if a Tow Truck is a leased Vehicle, provides a copy of the lease agreement for the Tow Truck;

(b) he/she produces and files with the Manager either:

(i) a Nova Scotia Motor Vehicle Inspection report showing that the Tow Truck has been accepted within the previous sixty (60) days of this submission; or

(ii) a Safety Standard Certificate issued under the *Motor Vehicle Act*

within sixty (60) days of this submission.

(c) he/she produces and files with the Manager a copy of the certificate of insurance for the Tow Truck for which he/she is the Owner endorsed to provide that the Manager shall be given at least ten (10) days' notice in writing of the cancellation or expiration or variation in the amount of the policy and insuring each such Tow Truck in at least the following amounts:

(i) in respect to any one claim, in the amount of at least two million (\$2,000,000) exclusive of interest and costs, against liability resulting from bodily injury to or the death of one or more Persons and loss or damage to property;

(ii) in respect of any one claim, in the amount of at least \$100,000 against liability for damage to a customer's Motor Vehicle while in his/her care, custody or control and caused by Collision, upset, fire, lightning, theft or attempt thereat, malicious mischief, windstorm, hail, explosion, riot, civil commotion or rising water; and

(iii) in respect of any one claim, cargo liability insurance in the amount of at least \$50,000 to indemnify the applicant against loss by reason of his/her legal liability indirect physical loss or damage to Vehicles and other items of property accepted by the applicant for towing or conveyance;

(d) he/she states in writing whether he/she has any interest either directly or indirectly, in a Vehicle pound, yard or building used for the storage or impounding of Vehicles, a Vehicle body shop or other kind of public garage or any other yard, shop, building or place used for the storage, repair or servicing of Vehicles, provide and filed with the Manager full information as to the location and the type of facilities in which he/she has an interest and the nature and extent of the interest.

7. REPRESENTATION

No Person shall publish or cause to be published any representation that he/she is licenced under this by-law if he/she is not.

8. SUBMISSION OF APPLICATION TO MANAGER

(1) Every Person applying to obtain or renew for a Licence under this By-law shall file with the Manager a duly completed application form provided by the Manager, in which the applicant shall provide all information sought in such application form.

(2) The applicant shall, at the time of the filing of the application form required under subsection (1), deliver to the Manager the following:

(a) a non-refundable payment in the amount of ten (10) per cent of the total Licence fee prescribed in Schedule I to this By-law. The minimum payment due at the time of filing a Licence application shall be ten (10) dollars. The maximum payment due at the time of filing a Licence application shall be one hundred and fifty (150) dollars;

(b) The balance of the fee prescribed in Section 1 to Schedule 1 of this By-law, that is the total Licence fee minus the deposit made at the time of filing the Licence application, plus all other applicable charges as established by Section 2 of Schedule 1 shall become due and payable prior to the issuance of the Licence;

(c) if the applicant is a Corporation, a copy of the incorporating document and a copy of the last annual information return which has been filed with the appropriate government department; and,

(d) if the applicant is a registered partnership, a copy of the registered declaration of partnership.

(3) Every application/renewal form shall include a requirement that the applicant provide at least the following information:

(a) the name and address of the applicant;

(b) the address of the applicant to which CBRM or its Manager may send or deliver any notice or other document required or authorized by this by-law

(c) any trade or business description to be used in relation to the business;

(d) the address and telephone number used in connection with such business;

(e) a record of all offences under any by-law provincial statute or federal statute of which the applicant; if the applicant is an individual; any of the partners, if the applicant is a partnership; or any of the directors, shareholders and officers of a Corporation, if the applicant is a Corporation, has or have been convicted.

(f) a Driver's History from the Registry of Motor Vehicles at the applicant's expense.

(4) In addition to the above requirements, on an application for renewal of a Licence the previous year's Licence and, when required by the Manager, the Owner's Plate, shall be returned to the Manager.

(5) If the applicant is not an individual, the application form shall be completed and updated from time to time as this By-law requires, by an individual duly authorized by the applicant to execute such form on behalf of the applicant and binding upon it, and the individual completing such form shall sign the form, certifying the truth and completeness of the information provided therein.

(6) The provisions of this by-law relating to an application for a Licence shall apply, with necessary modifications, to an application for the renewal of a Licence or to amend a Licence or a condition of such Licence, except that where the applicant notifies the Manager that the information on file with the Manager has not changed, the applicant shall not be required to complete a new application form or amendment thereto in respect of an application for renewal.

9. THE MANAGERS POWER TO REFUSE TO ISSUE, RENEW A LICENCE OR REVOKE OR SUSPEND A LICENCE

(1) The powers and authority to refuse to issue or renew a Licence, to cancel, revoke or suspend a Licence, or to impose terms and conditions on a Licence, are hereby delegated to the Manager and his or her delegates.

(2) Where the Manager is of the opinion that:

(a) an application for a licence ore renewal of a licence should be refused.

(b) a reinstatement should not be made,

(c) a licence should be revoked,

(d) a licence should be suspended, or

(e) a term or condition of a licence should be imposed, he or she shall make that decision

(3) After a decision is made by the Manager, written notice of that decision shall be given to the Applicant or Licencee advising the Applicant or Licencee of the Manager's decision with respect to the application or licence.

(4) The written notice to be given under subsection (1) shall:

(a) set out the grounds for the decision;

(b) give reasonable particulars of the grounds;

(c) be signed by the Manager; and

(d) state that the Applicant or Licencee is entitled to a hearing by the Appeals Standing Committee if the Applicant or Licencee delivers to the Manager, within seven (7) days after the Notice under subsection (1) is served, a notice in writing requesting a hearing by the Appeals Standing Committee and the appeal fee as set out in Schedule 1 of this By-law. The Manager shall forward the request for appeal to the Clerk.

(5) Where no appeal is registered within the required time period, the decision of the Manager shall be final.

(6) No Person shall re-apply with the Manager to obtain or renew a Licence for a minimum of one year from the later of:

(a) the date of the Manager's decision to refuse to issue, renew or revoke a Licence; or

(b) where the decision of the Manager is appealed, the date of the Appeals Standing Committee's decision if the Appeals Standing Committee upholds the decision to refuse to issue, renew or revoke a Licence.

(7) An applicant for a Licence who complies with the provisions of this By-law is, subject to the provisions of this By-law, entitled to be issued a Licence, except where:

(a) there are reasonable grounds for belief that any application or other document provided to the Manager by or on behalf of the applicant contains a false statement or provides false information; or

(b) the past or present conduct of the applicant, or of any partner, in the case of an applicant which is a partnership, or of any director, shareholder or officer of the Corporation, if the applicant is a Corporation, affords reasonable grounds for belief that the business in respect of which the application is made will not be carried on in accordance with the law and with integrity and honesty; or

(c) there are reasonable grounds for belief that the carrying on of the said business will result in a breach of this By-law or any other law, including any applicable requirement of the CBRM Land Use By-Law; or

(d) the financial position of the applicant affords reasonable grounds to believe that the business will not be carried on in a financially responsible manner; or

(e) there are reasonable grounds for belief that the application does not meet all the requirements of this By-law, or that the business is carried on or intended to be carried on in area of CBRM where such business is prohibited by this By-law from being carried on, or in respect of which the issuing of a Licence in respect of the business is not permitted by this By-law; or

(f) the conduct of the applicant or of one or more of the Persons referred to in paragraph (2) of this section affords reasonable grounds for belief that the carrying on of the business in respect of which the Licence is sought would infringe the rights, or endanger the health or safety, of one or more members of the public; or

(g) the amount payable in respect of the Licence applied for has not been paid; or

(h) the applicant has failed to pay the fine or fines imposed by a court as a sentence arising from convictions for breach of a By-law enacted by CBRM.

(i) the applicant has failed to pay a penalty imposed by CBRM arising from a contravention of a By-law.

(j) Any driver's abstract which indicates more than six (6) demerit points or contains any one (1) conviction with a value of four (4) or more demerit points will not be approved to be Licenced.

10. THE HEARING BEFORE THE APPEAL COMMITTEE

(1) The powers and authority to conduct appeal hearings under this By-law are hereby delegated to the Appeals Standing Committee.

(2) When the Applicant or Licencee who has been given written notice of the hearing does not attend at the appointed time and place, the Appeals Standing Committee may proceed with the hearing in his absence and the Applicant or Licencee shall not be entitled to any further notice of the proceedings.

(3) At the conclusion of a hearing, the Appeals Standing Committee may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the Applicant or Licencee and the Manager.

11. COMMITTEE DECISION FINAL

(1) In making its decision the Appeals Standing Committee may uphold or vary the decision of the Manager, or make any decision that the Manager was entitled to make in the first instance. The decision of the Appeals Standing Committee issued under this By-law is final.

(2) A Licence issued under this By-law is personal to the licensee, and cannot be transferred.

(3) Where a Licence has been revoked, the licensee is entitled to a refund of a part of the licence fee proportionate to the unexpired part of the term for which it was granted.

12. NOTICE

(1) Any notice required to be given by CBRM under this By-law is sufficiently given if delivered personally or sent by registered mail addressed to the Person to whom delivery is required to be made at the last address for delivery appearing on the records of the Manager.

(2) Where service is effected by registered mail, it shall be deemed to be made on the third day after the date of mailing, unless the Person on whom service is being made establishes that he/she did not, acting in good faith, through absence, accident, illness or other cause beyond his or her control, receive the notice or order until a later date.

13. CHANGES IN INFORMATION

(1) Every licensee shall notify the Manager in writing within seven days after the event, of any change in any of the information contained in the application form.

(2) Where a change has occurred in the name or business name of a licensee, the licensee shall attend within seven days of the date of the change at the office of the Manager, to have the Licence and Licence records amended accordingly.

14. ISSUE OF LICENCE

(1) Where an application for an Owner's Licence is made in accordance with the provisions of this By-law and the applicant meets all the requirements of this By-law, the Manager shall issue a Licence and an Owner's Plate both of which shall set out the expiry date of the Licence and the applicant shall thereby be licenced.

(2) Where an application for a Driver's Licence is made in accordance with the provisions of this By-law and the applicant meets all the requirements of this By-law, the Manager shall issue a Licence which shall set out the expiry date of the Licence and the applicant shall thereby be licenced.

15. RENEWAL OF LICENCE

(1) Every application for renewal of a Driver's Licence, or an Owner's Licence must be delivered to the Manager before the expiry of the term of Licence.

(2) Where a Driver's Licence is renewable, the Manager shall issue a Licence which shall set out the expiry date of the Licence and the Driver's Licence is thereby renewed.

(3) Where an Owner's Licence is renewable, the Manager shall issue a Licence and an Owner's Plate or if applicable a Licence Sticker, all of which shall set out the expiry date of the Licence and the Owner's Licence is thereby renewed.

(4) No Licence may be renewed more than sixty (60) days after the date upon which it expires.

16. OWNER LESSEE FROM MOTOR VEHICLE DEALER OR LEASING COMPANY

Where the applicant for an Owner's Licence has leased a Vehicle to be used as a Tow Truck from a Motor Vehicle dealership or leasing company, the Owner's Licence shall be issued in the applicant lessee's name provided that a copy of the lease has been filed with the Manager and the applicant shall thereby be licenced.

17. TERM OF LICENCE

(1) Every Licence issued to a Tow Truck Driver, shall be valid for a period of one year effective from his/her birthday except where:

(a) the initial Licence issued to a Driver, is issued within ninety-one (91) days prior to his/her birthday, such Licence shall be valid until the next following birthday; or

(b) the initial Licence issued to a Driver, is issued on a date which is greater than ninety-one(91) days prior to his/her birthday, such Licence shall be valid until the next birthday; or

(c) the Driver's birthday is February 29th, the expiry date for such Driver's Licence shall be February 28th, for licensing purposes only.

(2) Section 21(1) does not apply to a Driver who is also the Owner of a Tow Truck, such Driver's Licence shall expire on the same date as the Owner's Licence.

(3) Where the Licenced Owner is a Corporation, the individual Person holding the shares carrying at least 51% of the voting rights attached to all shares of the Corporation, shall be deemed to be the Owner and his/her Driver's Licence shall expire on the same date as the Corporation's Owner's Licence.

23. Every Licence issued to an Owner of a Tow Truck shall be valid for a period of one year effective from the first (1st) day of July up to and including the last day of June of the following year.

18. RETURN OF THE LICENCE AFTER REVOCATION OR SUSPENSION

(1) When a Licence has been revoked, deemed unrenovable, cancelled or suspended, the holder of the Licence shall return the Licence to the Licensing Unit within twenty four (24) hours of service of written notice of the decision of the Manager or, where an appeal has been filed, the decision of the Appeals Standing Committee, and the Manager may enter upon the business Premises of the Licencee for the purpose of receiving, taking, or removing the said Licence.

(2) When a Person has had his or her Licence revoked or suspended under this by- law, he or she shall not refuse to deliver up or in any way obstruct or prevent the Manager from obtaining the Licence in accordance with subsection (1).

19. RIGHT OF INSPECTION OF LICENCED PREMISES OR VEHICLES

(1) An Inspector or the Manager may at any reasonable time enter upon and inspect the business premises or Vehicles of any licensee to insure that the provisions of this By-law have been complied with, and an Inspector on completion of an inspection shall complete and file with the Manager a written report on the inspection.

(2) Upon an inspection under subsection (1), the Person inspecting is entitled access to the invoices, vouchers, appointment books or trip sheets or like documents of the Person being inspected provided such documents are relevant for the purposes of the inspection and the Person inspecting may remove with the licensee's consent any of the aforementioned documents for the purpose of photocopying provided a receipt is given the licensee and the documents are returned to the licensee within forty-eight (48) hours of removal.

20. VEHICLE INSPECTION

(1) The Manager may require an Owner to submit his/her Tow Truck for inspection at any time and at an appointed place and the Owner shall submit each Tow Truck for inspection when required to do so by the Manager.

(2) When a Tow Truck and its equipment have been examined by the Registry of Motor Vehicles or licenced mechanic and the Tow Truck or its equipment is found to be mechanically defective, the Tow

Truck Owner shall not operate the Tow Truck or Permit it to be operated, until the Tow Truck has been reinspected and approved by the Registry of Motor Vehicles or other inspecting authority.

(3) When a Tow Truck is examined by the Registry of Motor Vehicles or licenced mechanic and a report states that the Tow Truck or equipment is dangerous or unsafe, the Owner shall remove and return to the Manager the Owner's Plate to be held until the Tow Truck and the equipment are certified to be safe by the Registry of Motor Vehicles or licenced mechanic.

(4) When an Owner is unable to obtain a Safety Standard Certificate issued under the *Motor Vehicle Act* for the Tow Truck following an inspection as required under subsection 1, the Owner shall remove and return to the Manager the Owner's Plate and the Owner shall not operate the Tow Truck until he/she obtains and produces a Safety Standard Certificate.

21. LICENCE PRODUCTION

Every Person licenced under this By-law, when requested by an Inspector, the Manager or a peace officer shall produce his/her Licence, photograph and other relevant documents required under this by-law.

22. OWNER AND DRIVER DUTIES

Every licenced Owner and Driver shall:

- (1) take due care of all Vehicles and property delivered or entrusted to him/her for towing;
- (2) comply with all reasonable instructions from the Hirer;
- (3) be civil and behave courteously;
- (4) keep a permanent daily record of work performed by the Tow Truck owned or operated by him/her or his/her behalf either in a continuous log sheet or by consecutively numbered bills or invoices showing:
 - (a) the name and address of every Hirer;
 - (b) a description of the Vehicle towed or conveyed including the Provincial Motor Vehicle Permit number of any such Vehicle;
 - (c) the rate charged, and,
 - (d) the total fee collected.
- (5) keep every Tow Truck and its equipment clean, in good repair, free from exterior body damage with a well maintained exterior paint finish;
- (6) before demanding payment for services, present to the Hirer an itemized bill for the services setting out the cost of all services and equipment provided or to be provided on the basis of the rate set out in

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the schedule of rates filed by the Owner with the Manager, or as set out in Schedule 3 under this By-law;
(7) convey the Vehicle to the Hirer's Vehicle Pound Facility or the Hirer's home and if the Hirer's desired Vehicle Pound Facility is closed, the Tow Truck Owner or Driver must take the Vehicle to the Hirer's home, if desired by the Hirer, or to the Tow Truck Owner's or Driver's Vehicle Pound Facility and may only charge the general mileage rate as set out in Schedule 3 of the By-law for a re-tow from the Tow Truck Owner's or Driver's Vehicle Pound Facility to the Hirer's desired Vehicle Pound Facility when it opens;

(8) register with the Manager the name of the licenced Vehicle Pound Facility used by the Owner and Driver where a Vehicle is towed when a Hirer has not directed or instructed the Owner and Driver to tow the Vehicle to a specific Vehicle Pound Facility, the Hirer's home or other location.

(9) accept payment (by way of a functioning device where applicable) for any services provided under this By-law using a payment method of the Hirer's choice including credit card, debit, cash or any other prescribed method of payment; and

(10) provide the Hirer (or his/her agent) with access to the Vehicle that is the subject of the tow services, in order to permit the removal of all property contained in the Vehicle, including money, valuables, documents and records, unless otherwise directed by a member of a police force; (39-18)

23. OWNER AND DRIVER PROHIBITIONS

(1) No Licenced Owner or Driver shall operate or Permit to be operated a Tow Truck which lacks any of the following equipment which is in a good state of repair:

(a) a winching or hoisting device of sufficient capacity to safely lift the Vehicle to be towed;

(b) Wheel lift or an Underlift equipped and maintained in a manner to ensure the safe lifting and conveying of a Vehicle to be towed;

(c) one device for securing the steering wheel of a Vehicle;

(d) two dry chemical fire extinguishers having an effective total rating equivalent to at least 4-B C, and at least each weighing 2.27 kg (approximately 5 lbs.);

(e) a minimum of two tow safety chains having a minimum length of 2.7432 metres (approximately 9 feet) each with links of at least 7.9375mm steel (5/16 inches);

(f) four (4) safety pylons;

(g) an intermittent amber warning light system consisting of at least one light which would be clearly visible in all directions for a distance of at least 100 metres (approximately 328 feet);

(h) a broom;

(i) a shovel;

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- (j) a general purpose first aid kit;
- (k) a crowbar/prybar at least 152.4 cm (60 inches) in length;
- (l) at least two wheel blocks;
- (m) flares or reflector kits;
- (n) wheel wrenches;
- (o) light bar for a rear extension carrier;
- (p) and any other provision as may be required under the *Motor Vehicle Act*; and
- (q) a Dolly.

(2) No licenced Owner or Driver shall:

- (a) interfere with any contract for hiring of a Tow Truck where a Person has hired or has indicated his/her intention to hire a Tow Truck;
- (b) induce any Person to employ or hire a Tow Truck by making any false representation to any Person such as the location of or distance to any place or any other matter;
- (c) use or permit to be used a Tow Truck which has been found to be unsafe or defective after examination and inspection as required under this By- law;
- (d) demand or request payment for his/her services other than in accordance with the applicable schedule of rates filed with the Manager, or as set out in Schedule 3 under this by-law;
- (e) demand, request or receive a Drop Fee;
- (f) charge a Hirer for time lost through defects or inefficiency of the Tow Truck, or the incompetence of the Tow Truck Owner or Driver;
- (g) suggest or recommend to any Hirer that any Motor Vehicle in respect of which his/her services are to be given or requested, be towed, conveyed, driven or delivered to any particular salvage yard, body shop, storage yard, Vehicle Pound Facility, or any other public garage, building or place, unless he/she has been requested to do so by the Hirer, and may at no time suggest or recommend a salvage yard, body shop, storage yard or any other public garage, building or place located outside of the Municipal Boundary;
- (h) permit a Person to be a passenger in a Tow Truck, except under the following circumstances;
- (i) the passenger is the Hirer of the Tow Truck; or
- (ii) the passenger is either the spouse, son, daughter or parent or similar relation in law of the Tow Truck Driver and in such cases the Driver is not to solicit a tow, engage in any form of towing or have his or her

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Tow Truck within 200 metres (approximately 653 feet) of the scene of a Collision nor shall the Driver cause or permit his or her passenger to solicit a tow or take any actions to engage in any form of towing while the passenger is in the Tow Truck; or

(iii) the passenger has filed any application with the Manager for a Tow Truck Driver's Licence, or has recently been issued his or her initial Tow Truck Driver's Licence, and in either of these circumstances is receiving instructions on Driver training as to the operation of a Tow Truck while a passenger.

(i) operate or permit to be operated a Tow Truck with a Gross Vehicle Weight Rating of less than 4,536 kg (10,00 lbs.);

(j) operate or permit to be operated a Tow Truck without a Wrecker Body;

(k) operate or permit to be operated a Tow Truck without the Owner's Plate;

(l) operate or permit to be operated a Tow Truck without the Licence Renewal Sticker attached to the Owner's Plate;

(m) keep any Work Orders in the Tow Truck;

(n) provide any Work Orders to a Hirer;

(o) induce, pressure, suggest, recommend or in any way cause a Hirer to sign or agree to a Work Order or otherwise induce, pressure, suggest, recommend or in any way cause a Hirer to agree to any work to the Hirer's Vehicle, which work includes any repairs or maintenance.

(p) operate or permit to be operated a Tow Truck where the windshield or any window to the direct left or right of the driver's seat has been coated with any coloured spray or other coloured or reflective material that substantially obscures the interior of the Tow Truck when viewed from outside the Tow Truck except where the windshield or windows are tinted as per the original manufacturer specifications for the Motor Vehicle;

24. DRIVER'S DUTIES

Every Licenced Driver shall:

(1) drive the Tow Truck which is towing or otherwise conveying a Vehicle by the most direct route to the destination requested by the Hirer, and in the most expeditious manner, unless otherwise directed by the Hirer;

(2) clean up any debris, fragments of glass, Vehicle parts or other materials (excluding loads dumped during the Collision) and which may be a danger to the public from any highway or roadway prior to towing the Vehicle from the Collision Scene;

(3) At all times be neat and clean in personal appearance and properly dressed which must include but is not limited to:

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(a) a blaze orange, a blaze yellow or a combination of both orange and yellow safety vest with two fluorescent stripes, five centimetres in length in the shape of an "X" on both the front and the back of the vest;

(b) patch green safety boots;

(c) pants with a silver reflective stripe down the side of both legs or a silver reflective band encircling each leg; and

(d) an identification badge showing the Driver's first initial and last name.

(4) (a) retain all signed Permission to Tow a Vehicle Form for at least ninety (90) days from the tow date indicated on the Permission to Tow a Vehicle Form; and

(b) make available to the Manager a copy of all signed Permission to Tow a Vehicle Form to the Manager within thirty (30) days of the date indicated on the Permission to Tow a Vehicle Form and make them available for inspection upon request by a Police Officer, the Manager or an Inspector at any time.

(5) take a minimum of four (4) photographs, digital or otherwise, of every Vehicle before commencing a tow and said photographs shall:

(a) capture all angles of the Vehicle include the front, back and sides of the Vehicle to identify all damage; and

(b) be kept by the Driver for a minimum of six (6) months which shall be made available to the Manager upon request.

(6) where the Hirer refuses to sign the Permission to Tow a Vehicle Form, indicate such on the form and retain the form for the period prescribed in subsection 4 above.

25. DRIVER PROHIBITION

No Licenced Driver shall:

(1) commence to tow or otherwise convey or move any Vehicle, or hook, lift or connect the Vehicle to the Tow Truck, or perform any other services unless first requested so to do by a Hirer, or a peace officer or any member of a municipal fire department, or any Person authorized by law to direct the removal of the Vehicle from private or public property;

(2) where the request to tow a Vehicle outlined in Sub-Section (1) is from a Hirer, and where the tow is required as a result of a Motor Vehicle Collision, the Driver shall not commence to tow or otherwise convey or move any Vehicles, hook, lift or connect the Vehicle to the Tow Truck unless the Tow Truck Driver has a completed Permission to Tow a Vehicle Form and it has been dated and signed by the Hirer and he/she has provided a copy thereof to the Hirer;

(3) alter or provide any information on the Permission to Tow a Vehicle Form;

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- (4) stop, or park within 200 metres (approximately 653 feet) of a Collision location but this does not apply where the Tow Truck Driver has been summoned to the location of the Collision by one of the Persons referred to in sub-section (1) or where there are fewer Tow Trucks at the Collision location than Vehicles apparently requiring the services of a Tow Truck;
- (5) ask or seek out a Hirer or allow or direct an agent to ask or seek out a Hirer, at a Collision location or within 200 metres (approximately 653 feet) of a Collision location, where the actions of the Driver or agent constitutes a Nuisance;
- (6) tow or otherwise convey or move any Vehicle which is to be towed outside the Municipal Boundary unless requested by the Owner or operator of the Vehicle or a peace officer or member of the municipal fire department;
- (7) drive or act as a Driver unless the Registered Owner or where applicable, the lessee, of the Tow Truck is licenced under this by-law;
- (8) commence to Driver or act as a Driver for any Registered Owner or, where applicable, any lessee, without first providing the Manager with a letter from that Person stating that the Owner or, where applicable, the lessee consents to the Driver operating their Licenced Tow Truck(s);
- (9) commence to tow or otherwise convey or move any Vehicle or perform any other services unless first disclosing to the Hirer any interest (either direct or indirect) that the Driver has in any location or facility to which a Vehicle may be towed for repair, storage, appraisal or similar purpose in accordance with any prescribed standards.

26. OWNER DUTIES

Every Licenced Owner shall:

- (1) immediately notify the Manager in writing when he/she gives possession and control of the Tow Truck for which he/she is licenced under this By-law to another Person or Permits the use of said Tow Truck by another Person other than through a bona fide contract of hiring for a period greater than one day;
- (2) charge a flat rate for Collision Towing as set out in Schedule 3;
- (3) file with the Manager a schedule of rates to be charged to Hirers for the towing or other conveyance of Vehicles and for other services offered or to be performed by him/her or his/her Driver for towing services other than Collision Towing;
- (4) charge the rates, as set out in the schedule of rates filed with the Manager for towing and services other than Collision Towing;
- (5) keep in the Tow Truck and show to the Hirer a copy of a tariff card showing the Schedule 3 flat rate, the applicable schedule of rates filed with the Manager in accordance with section 35 of this By-law, and

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also showing, if applicable that the Hirer may be charged additional fees for storage by the operator of any storage facility or business to which the Hirer's Vehicle is to be towed;

(6) in the carrying out his/her business use only stationery, forms, bills, invoices, statements and any other printed or written advertising material including any published advertisement in a newspaper, periodical, directory or other publication, which has printed therein in clearly legible figures and letters: his/her name, address, phone number and the name of any Tow Truck Broker (as approved by the Manager) offering the services of said Tow Truck.

(7) retain for a period of sixty (60) days copies of all advertising matter used by him/her and shall produce the same to the Manager if and when requested;

(8) have attached to or painted on both sides of the body of the Tow Truck in a location close to the middle of the body panels or as near as possible and as approved by the Manager, the name and telephone number of the business as shown on the Owner's Business Licence. The letters and figures for the name and telephone number shall be:

(a) of solid contrasting colour to the colour of the vehicle;

(b) of material which will be visible in low light conditions from a distance of 15 metres (approximately 50 feet); and

(c) a minimum of eight centimetres (approximately three inches) in height and a minimum of two centimetres (approximately .78 inch) in thickness.

(9) only use the service of a Tow Truck Driver who is licenced as a Driver under this by-law;

(10) have affixed to the Tow Truck rear window, on the driver's side, the Owner's Plate issued for that Tow Truck and have the municipal licence number painted or attached to both front fenders in letters and figures which shall be:

(a) of solid contrasting colour to the colour of the vehicle;

(b) a minimum of eight centimetres (approximately three inches) in height and a minimum of two centimetres (approximately .78 inch) in thickness;

(c) of material which will be visible in low light conditions from a distance of 15 metres (approximately 50 feet); and

(d) include a designation with the letters "ML" as a precursor to the number.

(11) notify forthwith the Manager in writing of the particulars of such agreement or arrangement to transfer possession and control of a Tow Truck for which he/she has an Owner's Plate to another Person and where such agreement or arrangement is in writing shall file it with the Manager;

(12) give written notice of the sale or other disposition of a Tow Truck to the Manager within seven (7) days of any such sale or disposition.

27. OWNER PROHIBITION

No Owner shall:

- (1) permit any Owner's Plate issued to him/her under this by-law to be affixed to any Tow Truck, other than the Tow Truck for which the Licence was issued under this By-law;
- (2) alter or amend the schedule of rates filed with the Manager under Section 35 without first giving at least 30 days written notice to the Manager.

28. SCHEDULE OF RATES

(1) The schedule of rates filed with the Manager for all types of towing, except for those set out in Schedule 3 shall be based only on the following factors or a combination thereof:

(a) Time:

- (i) time required to perform services;
- (ii) standby time;

(b) Distances:

- (i) distance to travel to reach scene after hiring;
- (ii) distance Vehicle is towed or conveyed;

(c) Additional Services:

- (i) changing more than one wheel;
- (ii) disconnecting drive shaft;
- (iii) moving Vehicle to towing position;
- (iv) opening locked Vehicles without keys;
- (v) provision and use of Dolly;
- (vi) other specified services where a fee is charged.

(2) Where rates vary according to time of day or geographical zones or a combination of different factors, the exact formula for determining the rate shall be set out in the schedule of rates filed with the Manager.

(3) Notwithstanding the provisions of any other section of this By-law, where an estimate is given to the Hirer of the cost of services or equipment to be provided by a Tow Truck Owner or Driver, the charge to the Hirer shall not exceed the charges indicated in the schedule of rates filed with the Manager under this By-law or the amount of the estimate, whichever is lower.

(4) The Owner of a Tow Truck may enter into a written agreement with a Tow Truck Broker, an automobile association, motor league, a government, government agency or local board thereof, or any limited Corporation, for the provision of towing services (hereinafter described in this section as a "towing contract") provided that the Tow Truck Owner provides a copy of all such towing contracts to the Manager prior to supplying any services thereunder.

29. NEW AND REPLACEMENT VEHICLE APPROVAL

An applicant for an Owner's Licence or an Owner licenced under this by-law who disposes of the Tow Truck or otherwise ceases to use his/her Tow Truck for the purpose permitted under this By-law, shall before using the newly acquired Tow Truck under this By-law:

(1) attend at the Manager and produce a copy of the current Motor Vehicle Permit in good standing issued by the Registry of Motor Vehicles issued in the plate Owner's name, Owner's Licence, a copy of the current Motor Vehicle Liability Insurance Card endorsed to show the change of Vehicle;

(2) if an applicant, submit the newly acquired Tow Truck for inspection and approval by the Manager forthwith;

(3) if a licenced Owner, submit the newly acquired Tow Truck for inspection by the Manager within 24 hours of replacement;

(4) produce and file with the Manager either:

(i) a Nova Scotia Registry of Motor Vehicles Vehicle Inspection report showing that the Tow Truck has been accepted within the previous sixty (60) days, or

(ii) a Safety Standard Certificate issued under the Nova Scotia *Motor Vehicles Act* within thirty-six (36) days of this submission.

(5) before using the newly acquired Tow Truck, and immediately after obtaining approval from the Manager, file with the Manager all documents required to report the change.

Notwithstanding the provisions of Sections 35, 36 and 37, the Collision Tow Rates as set out in Schedule 3 to the By-law shall be the rate charged for Vehicles being towed from the Collision Scene.

30. PENALTY

(1) Every person who contravenes or fails to comply with any provisions of this By-law shall, for each offence, be liable to a penalty of not less than \$200.00 and not more than \$600.00 for each offence; and, in default of payment, the Manager responsible for this By-law may cancel or suspend the licence of such person/company and a mandatory Suspension on the third offence.

(2) Every person who does not have a valid Owner's Licence or Driver's Licence in compliance with this By-law who contravenes or fails to comply with any provisions of this By-law shall, for each offence, be liable to a penalty of not less than \$200.00 and not more than \$600.00.

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(3) Every proprietor of a tow truck business who:

(i) hires an individual to operate a tow truck who is not properly licenced in compliance with this By-law;
or

(ii) allows an independent tow truck owner to operate from their place of business using a vehicle which is not properly licenced in compliance with this By-law;

shall be liable to a penalty of not less than \$200.00 and not more than \$600.00 per individual offence.

(4) Any person who commits an offence under this By-Law shall be liable to a penalty as follows:

1st Offence -\$237.50

2nd Offence -\$352.59

3rd Offence -\$582.50

(5) The Manager may cancel or suspend the licence of any person who commits an offence under this By-Law and fails to make payment of the penalty for such offence.

(6) Upon a person's third offence under this By-Law, the Manager shall suspend such person's licence.

(7) Any person whose licence has been canceled or suspended may appeal to the Appeals Standing Committee of the Municipality which may confirm or disallow the action of the Manager responsible for this By-law.

SCHEDULES

All schedules referred to in this by-law and attached to this by-law shall be deemed to be a part of the by-law .

31. SEVERABILITY

Notwithstanding that any section or sections of this By-law, or any part or parts thereof, may be found by any court of law to be invalid or beyond the power of the Council to enact, such section or sections or part or parts thereof shall be deemed to be severable, and all other sections of this By-law, or parts thereof, are separate and independent there from and enacted as such.

32. INTERPRETATION

The provisions of the Interpretation Act RSNS 1989, c 235, shall apply to this By-law as required.

33. SHORT TITLE

This By-law may be known as the Tow Truck Licensing By-law.

PASSED AND ADOPTED by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipality held on the 23 day of June, 2020.

Mayor Amanda M. McDougall

Municipal Clerk – Deborah Campbell Ryan

I, Deborah Campbell Ryan, Municipal Clerk of the Cape Breton Regional Municipality, hereby certify that the above noted by-law was passed at a meeting of the Cape Breton Regional Municipal Council on June 23, 2020.

Municipal Clerk – Deborah Campbell Ryan

Publication Date: January 20th, 2021

SCHEDULE II - ZONES

Zone #1 Central Sydney area

Sydney area to Grand Lake Rd at the Lights

Hwy #22 to Louisbourg

Hwy #4 to Irish Vale

Hwy #216 from Hwy #4 to Eskasoni

Hwy #28 up to and including Victoria Mines.

Keltic Drive to Frenchvale Road

Lingan Road to the Sydney Side of the tracks

Zone#2 East #1 Glace Bay area

Glace Bay /Dominion /Reserve and surrounding areas. Including

Grand Lake Rd at Gardiner Road

Seaside Drive Gardiner Mines to the bridge.

Zone#3 East #2 New Waterford area

New Waterford , Scotchtown, Lingan

HWY 28 up to and including New Victoria

Lingan Rd to the New Waterford side of the tracks.

Union Hwy to the bridge.

Zone#4 Northside area

North Sydney, Sydney Mines

Bras d'Or , Florence , Boularderie

Hwy #105 to St James Road

Hwy #223 to Christmas Island.

Hwy #216 to Eskasoni.

Fee structure

SCHEDULE III - Fees –Maximum Rates permitted to charged

Towing Recovery, Storage.	Light Duty under 3000kg	Medium Duty 3000-6300kg	Heavy Duty 6300kg -9072	Heavy Duty 9073kg
Towing within 5 km	\$105.30	\$142.90	\$230.38	263.84
Mileage over 5k	\$2.50 per km	\$2.65 per km	\$4.73 per km	\$5.00 per km
Winching	\$104.70 per hour	157.65 per hour	\$250 per hour	\$260.39 per hour
Dollies	\$40.25	\$40.25	Nil	Nil
Flatbed Fee	\$50.00	\$50.00	\$50.00	\$50.00
Daily Storage rate	\$30.00	\$30.00	\$45.00	\$45.00
Administration fee	\$35.00	\$35.00	\$35.00	\$35.00
Disposal Fee	\$123.64	\$123.64	\$440.00	\$440.00

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Fees (cont'd)

Motor Vehicle collisions	Light Duty under 3000kg	Medium Duty 3000-6300kg	Heavy Duty 6300kg -9072	Heavy Duty 9073kg
Towing Single unit within 5k	\$254.17	270.25	\$278.75	\$293.34
Mileage over 5km	\$2.61 per km	\$2.75 per km	\$5.00 per km	\$5.23 per km
Winching per 30min	\$148.24	\$176.25	\$189.07	\$189.07
Debris clean up	\$60	\$60	\$60	\$60
Dollies	\$30	\$30	\$30	\$30
Flatbed	\$50.00	\$50.00	\$50.00	\$50.00
Storage per calendar day	\$30.00	\$30.00	\$45.00	\$45.00
Administration fee	\$36.67	\$36.67	\$36.67	\$36.67
Disposal fee	\$120.00	\$120.00	\$120.00	\$120.00