

CORPORATION OF THE TOWNSHIP OF PELEE**BYLAW NO. 21-2021****PILOT PROGRAM - GOLF CARS BYLAW**

A Bylaw to Regulate Golf Cars in the Township of Pelee

WHEREAS on June 3, 2021 the Province of Ontario passed Ontario Regulation 407/21 under the *Highway Traffic Act*, RSO 1990, c.H.8, to establish a pilot project to evaluate the use of golf cars on highways by certain select municipalities in the Province of Ontario;

AND WHEREAS the said Ontario Regulation 407/21 permits the use of golf cars on highways under the jurisdiction of the municipality of the Township of Pelee for which the prescribed rate of speed is 50 kilometres per hour or lower;

AND WHEREAS the Council of the Township of Pelee is empowered and authorized pursuant to the said Ontario Regulation 407/21 to permit the operation of golf cars on highways under its jurisdiction for which the prescribed rate of speed is 50 kilometres per hour or lower, if it adopts a By-law specifically permitting the use of golf cars on highways within the jurisdiction of the Corporation of the Township of Pelee, and imposing appropriate restrictions for the use of golf cars on highways within the jurisdiction of the Corporation of the Township of Pelee;

NOW THEREFORE the Council of the Township of Pelee, in the Province of Ontario, hereby ENACTS AS FOLLOWS:

1. TITLE

This bylaw may be cited for all purposes as the "Township of Pelee Neighbourhood Golf Car Pilot Program Bylaw No. 2021 - 21".

2. NEIGHBOURHOOD GOLF CAR HIGHWAYS

Highways under the jurisdiction of the municipality of the Township of Pelee on which the prescribed rate of speed is 50 kilometres per hour or lower are highways on which golf cars are permitted to be driven if a golf car is registered in accordance with Section 4 below ("**Neighbourhood Golf Car Highways**").

Highways under the jurisdiction of the municipality of the Township of Pelee on which the prescribed rate of speed is greater than 50 kilometres per hour are highways on which golf cars are prohibited from being driven ("**Prohibited Highways**").

3. NEIGHBOURHOOD GOLF CAR REGULATION

The Pilot Project – Golf Cars Regulation being *Ontario Highway Traffic Act*, Regulation No. 407/21, is attached hereto as Schedule "1" of this bylaw and forms a part of this bylaw, with all provisions of Regulation 407/21 being adopted by this bylaw.

4. MUNICIPAL REGISTRATION FOR NEIGHBOURHOOD GOLF CARS

WHEREAS, the Township of Pelee is required no later than March 1 in each year, to submit a report to the Minister of Transportation in respect of the use of golf cars in the municipality during the previous calendar year. THEREFORE, the Township deems it expedient to require all neighbourhood golf cars to be registered on an annual basis.

Persons shall register their golf car using the form shown in "Schedule "2" of this bylaw by:

- (a) confirming that the golf car has, and while registered will continue to have, the features required by Section 7(1) of the Regulation attached hereto as Schedule "1" of this bylaw;
- (b) confirming that if the golf car is to be used any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric

conditions, person and vehicles on the highway are not clearly discernable at a distance of 150 metres or less, that the golf car has the features required by Section 8(1) of the Regulation attached hereto as Schedule "1" of this bylaw;

- (c) providing a copy of a valid Class A, B, C, D, E, F or G driver's licence;
- (d) paying a \$75.00 municipal registration fee per golf car;
- (e) providing proof of having obtained, and maintaining in force while registered as a golf car, a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by the use of the golf car;
- (f) confirming that they shall immediately notify the Township of Pelee, and undertake to surrender their registration form, should the policy referenced in (d) above expire, be cancelled or be terminated for any reason;
- (g) if maintenance has been performed on golf car, provide a copy of the maintenance record required at Section 10(3) of the Regulation attached hereto as Schedule "1" of this bylaw;
- (h) execute the Waiver, Advisement of Risk, Release of Liability Form, and Indemnification Agreement required by the Township of Pelee.

5. OFFENCES

Every person who contravenes any provision of this by-law may have their municipal registration for their golf car revoked by an enforcement officer appointed by the Township of Pelee for the purpose of enforcing this by-law.

In addition to a potential revocation of their municipal registration for their golf car, every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*.

This By-law and any related provision of the *Highway Traffic Act* may be enforced by a police officer.

The registration of any registered neighbourhood golf car registration expires on November 15th of each year, and may not be driven on any of the highways of the Township of Pelee, and specifically the Neighbourhood Golf Car Highways, until such time as the registration of the golf car is renewed.

The effective date of this bylaw shall be July 27th, 2021.

READ A FIRST TIME this 6th day of July, 2021.

READ A SECOND TIME this 6th day of July, 2021.

READ A THIRD TIME AND FINALLY PASSED this 26th day of July, 2021.

Original Signed By:

RAY DUROCHER,
Mayor

Original Signed By:

MICHELLE FELTZ,
Deputy Clerk

SCHEDULE "1" TO BYLAW NO. 2021-21
PILOT PROJECT - GOLF CARTS
O. REG. 407/21

This is the English version of a bilingual regulation.

Definition

1. In this Regulation,

“golf car” means a motor vehicle that is intended for use primarily on golf courses or on roadways where access and use of other motor vehicles is controlled.

Pilot project

2. (1) A pilot project is established to evaluate the use on highways of golf cars that,

(a) have been manufactured in accordance with the manufacturer’s requirements set out in Part III of the document entitled “American National Standard for Golf Cars — Safety and Performance Specifications ANSI/ILTV Z130.1-2012” approved by the American National Standards Institute on March 13, 2012; and

(b) have an electric motor or internal combustion engine that is,

(i) incapable of propelling the vehicle at a rate of speed of 32 kilometres per hour or greater on a level surface, or

(ii) speed-modified to prevent the vehicle from attaining a rate of speed of 32 kilometres per hour or greater on a level surface.

(2) The Minister shall conduct and complete an evaluation of the use of golf cars on highways under this Regulation on or before the 10th anniversary of the day this Regulation is filed.

Exemptions

3. A person is exempt from the following provisions of the Act in respect of a golf car that is part of the pilot project established under section 2:

1. Part II (Permits).

2. Part VI (Equipment) other than sections 64, 69, 75, 76, 78, 78.1, 79.2, 82, 84, 84.2, 84.3 and 106.

3. Section 132.

Prohibitions

4. (1) No person shall drive or permit the operation of a golf car on a highway, except as permitted by this Regulation.

(2) No person shall drive or permit the operation of a golf car on a highway unless,

(a) the highway is under the jurisdiction of the municipality of,

(i) the Township of Pelee, or

(ii) the Township of Huron-Kinloss; and

(b) a by-law of the municipality permits the golf car to be driven on the highway.

(3) Despite subsection (2), no person shall drive or permit the operation of a golf car on,

(a) those parts of the controlled-access highways described in Schedule 1 to Regulation 627 of the Revised Regulations of Ontario, 1990 (Use of Controlled-Access Highways by Pedestrians) made under the Act;

(b) those parts of the controlled-access highways described in Schedule 1 to Regulation 630 of the Revised Regulations of Ontario, 1990 (Vehicles on Controlled-Access Highways) made under the Act; or

(c) any highway to which access by pedestrians or bicycles is prohibited under any Act, regulation or municipal by-law.

(4) No person shall sell, let, lease or offer or display for sale, letting or leasing a golf car for use on a highway unless,

(a) it is a golf car described in section 2; and

(b) the safety instructions in respect of the golf car are displayed in a clearly visible location on the golf car.

Permitted use

5. (1) A person who holds a valid Class A, B, C, D, E, F or G driver's licence may drive a golf car on a highway for which the prescribed rate of speed is 50 kilometres per hour or lower.

(2) A person driving a golf car on a highway in accordance with subsection (1) may drive the golf car through an intersection with a highway for which the prescribed rate of speed is greater than 50 kilometres per hour but not more than 80 kilometres per hour, if the intersection of the two highways is controlled by,

(a) a traffic control signal; or

(b) stop signs or other traffic control devices that control traffic in all directions.

Restrictions on use

6. (1) The following restrictions apply to the operation of a golf car under this Regulation:

1. The golf car shall be driven in the right-hand lane, when available for traffic, or as close as possible to the right-hand curb or edge of the roadway.

2. The golf car shall not be driven while carrying a child passenger younger than eight years old.

3. The golf car shall not be driven while carrying more occupants than the number of seating positions in the golf car, or more than six occupants, whichever is less.

4. The golf car shall not be driven while towing another vehicle or device.

5. The golf car shall not be driven during a licencing examination.

6. The golf car shall not be driven unless a slow-moving vehicle sign is attached to the rear of the golf car.

7. The golf car shall not be driven unless its daytime running lights are illuminated when the golf car is in motion.

8. If the golf car is manufactured with seat belts, the golf car shall not be driven unless the seat belts are worn by the driver and passengers.

9. The golf car shall not be driven during the months of December, January, February and March in any year.

10. The golf car shall not be driven while carrying any combustible fuel on or in the golf car.

(2) Paragraph 1 of subsection (1) does not apply to a driver of a golf car while preparing for a leftturn at an intersection or into a private road or driveway.

(3) Paragraph 10 of subsection (1) does not apply in respect of combustible fuel that is in the fuel tank of the golf car.

Specifications

7. (1) No person shall drive or permit the operation of a golf car on a highway unless the golf car has,

- (a) a steering wheel;
- (b) seating for two to six individuals;
- (c) service brakes;
- (d) parking or emergency brakes;
- (e) four tires that,
 - (i) meet the requirements of Regulation 625 of the Revised Regulations of Ontario, 1990 (Tire Standards and Specifications), made under the Act, and
 - (ii) are in contact with the highway;
- (f) a rear-view mirror;
- (g) a horn;
- (h) daytime running lights;
- (i) turn signal lights;
- (j) brake lights; and
- (k) reflectors.

(2) Sections 6 and 7 of Regulation 625 do not apply in respect of tires referred to in clause (1) (e).

Lamps

8. (1) No person shall drive or permit the operation of a golf car on a highway during the time periods described in subsection (2), unless the golf car carries in a conspicuous position on the left side of the golf car,

- (a) a lighted lamp displaying a white light to the front and a red light to the rear; or
- (b) a lighted lamp displaying a white light to the front and a lighted lamp displaying a red light to the rear.

(2) Subsection (1) applies any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of 150 metres or less.

(3) A lamp required by subsection (1) shall be clearly visible at a distance of at least 150 metres from the front and the rear of the vehicle, as the case may be.

Modifications

9. (1) No person shall modify or permit the modification of a golf car unless the modification is in accordance with the original equipment manufacturer's operations and service manuals.

(2) Despite subsection (1), no person shall modify or permit the modification of a golf car,

- (a) to remove or render partly or wholly inoperable a component, equipment or other feature of a golf car that is required to drive the golf car as permitted by this Regulation; or

(b) in a manner that affects the seating capacity or safe operation of the golf car.

(3) No person shall modify a golf car unless the person has training and expertise in modifying golf cars.

(4) A person who modifies a golf car shall,

(a) maintain a permanent record of each design, test and implementation of the modification;

(b) make changes to the equipment manufacturer's operations and service manuals to reflect the modification;
and

(c) affix a permanent and readily visible label on the golf car that sets out,

(i) that the golf car has been modified,

(ii) the date of the modification, and

(iii) the name of the person who performed the modification.

Preventative maintenance

10. (1) Every owner of a golf car who drives or permits operation of the golf car on a highway shall,

(a) ensure that the golf car is in good working order;

(b) ensure that all safety labels, serial numbers and safety instructions provided by the manufacturer of the golf car are legible;

(c) if it is necessary to replace an item described in clause (b),

(i) contact the manufacturer to obtain the replacement, and

(ii) ensure that the replacement is displayed on the golf car in the location set out in the owner's manual or, if no location is set out, in a location that is clearly visible;

(d) ensure that the golf car undergoes regular maintenance by a person trained to inspect, adjust and maintain golf cars; and

(e) retain the record described in subsection (3) for 10 years.

(2) A person performing maintenance on a golf car shall,

(a) follow all maintenance and safety procedures set out in the equipment manufacturer's operations and service manuals; and

(b) prepare the record described in subsection (3) and provide it to the owner of the golf car.

(3) A maintenance record shall contain,

(a) a description of the maintenance performed;

(b) the name of the person who performed the maintenance; and

(c) the date on which the maintenance was performed.

Driver to stop for police officer

11. Every driver of a golf car shall stop when required to do so by a police officer and shall, on the demand of the police officer, surrender their driver's licence for reasonable inspection by the officer.

Duty to report accident

12. (1) If a golf car is involved in an accident with a pedestrian, animal or vehicle that results in personal injury or property damage, the operator of the golf car shall forthwith report the accident to a police officer and furnish him or her with the information concerning the accident as may be required by the officer under subsection (2).

(2) A police officer receiving a report of an accident, as required by this section, shall secure from the person making the report, or by other inquiries if necessary, the particulars of the accident, the persons involved, the extent of the personal injuries or property damage, if any, and the other information that may be necessary to complete a written report concerning the accident and shall forward the report to the Registrar within 10 days of the accident.

(3) The report of a police officer under subsection (2) shall be in the form that is approved by the Minister.

Reports

13. (1) No later than March 1 in each year, the municipalities of the Township of Pelee and the Township of Huron-Kinloss shall each submit a report to the Minister in respect of the use of golf cars in the municipality during the previous calendar year.

(2) The report shall be in writing and shall address any aspect of the use of golf cars that has been specified by the Minister.

Revocation

14. This Regulation is revoked.

15. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).

TOWNSHIP OF PELEE
SCHEDULE "2" TO BYLAW NO. 2021-21

GOLF CAR MUNICIPAL REGISTRATION FORM

This permit is issued under Section 391 of the Municipal Act, RSO 1990

THE REGISTRATION HOLDER HEREBY ACKNOWLEDGES AND AGREES:

1. That the golf car noted in this registration has the features required by Section 7(1) of Regulation 407/21: PILOT PROGRAM - GOLF CARS made under the Highway Traffic Act, RSO 1990 c H.8 (the "**Regulation**");
2. That if the golf car is to be used any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles on the highway are not clearly discernable at a distance of 150 metres or less, that the golf car has the features required by Section 8(1) of the Regulation;
3. That the golf car noted in this registration is deemed to be under my care and control and that I agree that the operators or drivers of this golf car are subject to the same rules and regulations as with other vehicles including a valid driver's license;
4. That, as the owner of the golf cart noted in this registration, I have made myself familiar with Bylaw 2021-21 and the Regulation, which govern the use of golf cars on the highways of the Township of Pelee, and that I agree to abide by Bylaw 2021-21 and the Regulation at all times, in the operation of the golf car noted in this registration;
5. That as the owner of the golf car that I indemnify and hold harmless the Corporation of the Township of Pelee from any and all liability, loss, damage, expense, causes of action, lawyer's fees, suits, claims, and judgments, whether in law or equity, arising from any injury to any person or property, resulting from or based on the actual or alleged use or operation of the aforementioned golf car, and that I have read and executed the Waiver, Advisements of Risk, Release of Liability and Indemnification Agreement; and
6. That as the owner of the golf car that I have an ongoing obligation of having obtained, and maintaining in force while registered as a golf car, a policy of public liability insurance issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than \$1,000,000.00 for any damage or injury caused by the use of the golf car, and an obligation to immediately notify the Township of Pelee, and to surrender this registration form, should the said policy of insurance expire, be cancelled, or be terminated for any reason.

I a c k n o w l e d g e t h a t I have read the above and fully understand the terms of this registration.

_____ \$ _____

Signature of Permit Holder Fee Paid Date

Municipal Registration issued to:

Name	
Address	
Telephone	
Golf Car Registration Number	

Municipal Registration issued by:

Signature	
Print Name	
Township Title	
Date (yyyy/mm/dd)	

Permit expires on November 15th each year.

This permit is to be affixed to the driver's side, frontpanel and be visible at all times.

**WAIVER, ADVISEMENT OF RISK, RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT**

Informed Consent

By signing this Agreement, I understand and agree as follows:

- (a) that I have read the Registration Form and this Agreement, and have had the opportunity to ask any questions I have about same and the use of golf cars on highways under the jurisdiction of the Township of Pelee (the "Releasee");**
- (b) that I understand that by signing this Agreement that I waive certain rights, including the right of myself, or those who can claim a right through me, to commence an action against the Releasee; and**
- (c) that I understand that this Agreement is binding on not only myself, but also my next of kin, heirs, executors, administrators, assigns, and anyone who may claim a right or interest through me.**

Waiver

I, the undersigned waive any and all claims I, or those who may claim through me, may have in the future related to the use of a golf car.

Advisement of Risk

I, the undersigned, am aware that the use and operation of a golf car on a highway under the jurisdiction of the Releasee involves risk of serious personal injury and/or death, and I the undersigned, on behalf of myself, and those who may claim through me, fully understand this risk, accept this risk, and fully assume liability for all such risks and the possibility of personal injury, death, property damage, expenses and related loss, including the loss of income.

Release of Liability

In consideration of the Releasee permitting me, the undersigned, to use certain highways under the jurisdiction of the Releasee, I hereby, on behalf of myself, my heirs, assigns and representatives, and anyone else who may claim a right through me, (a) release, discharge and forever hold harmless the Releasee, and its employees, agents, and representatives, from any and all liability for damages or loss arising as a result of the operation or use of a golf car; (b) waive any right to commence an action against the Releasee in respect of all causes of action (including for any negligence on the part of the Releasee), claims, demands, damages or losses of any kind that may arise as a result of the operation or use of a golf car, including, without limitation, the right to make a third party claim or claim against the Releasee arising from same; and (c) freely assume all risks associated with the operation or use of a golf car, anything incidental to the operation or use of a golf car, or which may arise as a result of the operation or use of a golf car.

Indemnification

I hereby release, discharge, and hold harmless the Releasee, from any and all actions, causes of action, statutory rights or remedies, and demands of every nature and kind, and without limiting the generality of the foregoing, for personal injury, death, property damage, expense and related loss, including loss of income that I, or those who may claim through me, may suffer arising, or in any way connected to, the use and operation of a golf car, due to any cause whatsoever, including, without limiting the generality of the foregoing, negligence, breach of contract, or any statutory duty of care.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN RIGHTS THAT I, OR MY NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND ANYONE WHO MAY CLAIM A RIGHT OR INTEREST THROUGH ME MAY HAVE AGAINST THE RELEASEE.

Signed this [__] day of [_____], 20[__]

Signature of Witness

Signature of Permit Applicant