COMMITTEE OF THE WHOLE

Monday, June 18, 2018
6:30 p.m.
Health Centre Meeting Room
555 King Street West
Prescott, Ontario

1. CALL TO ORDER

   Chaired by Mayor Brett Todd

2. APPROVAL OF AGENDA

   Suggested Motion
   "THAT the agenda be adopted as presented."

3. DECLARATIONS OF INTEREST

4. PRESENTATIONS

5. DELEGATIONS

   5.1 Deron Johnston, Prescott Business Improvement Area Coordinator

6. COMMUNITY AND PROTECTIVE SERVICES

   Chaired by Councillor Leanne Burton

7. FINANCE & CORPORATE SERVICES

   Chaired by Councillor Teresa Jansman

   7.1 Staff Report 30-2018 - Property Taxation for High-tonnage Railway Right-of-ways
Suggested Motion

"THAT Committee of the Whole recommend that Council pass a resolution at the Council meeting of June 25, 2018, identifying that the Town of Prescott wishes to utilize the high-tonnage property taxation rate for the railway right-of-way and requests that the Minister consider the high-tonnage rate for individual railway right-of-way properties that meet the high-tonnage threshold in the Town of Prescott."

7.2 Staff Report 31-2018 - Main Street Revitalization Initiative

Suggested Motion

"THAT Committee of the Whole recommend that Council pass a by-law authorizing the signing of the Main Street Revitalization Initiative funding agreement between the Association of Municipalities Ontario and the Town of Prescott, at the Council meeting of June 25, 2018."

7.3 Staff Report 32-2018 - Policy Review

Suggested Motion

"THAT Committee of the Whole recommend that Council approve the following policies:

- HR-200-08 Orientation
- HR-200-10 Dress Code
- HR-500-03 Performance Management Program
- HR-600-07 Management of Substance Abuse
- HR-600-08 Workplace Accommodation
- HR-700-01 Non-Union Terms & Conditions of Employment - General
- HR-700-02 Categories of Non-Union Employees
- HR-700-03 Vacation (Non-Union Employees)
- HR-700-04 Statutory/Paid Holidays, Personal Leaves
- HR-700-09 Employee Benefits
- HR-700-10 Long Term Disability
- HR-700-11 Pension Plan
- HR-700-12 Non-Union Hours of Work
- HR-700-13 Non-Union Overtime
8. TOURISM & HERITAGE

Chaired by Councillor Fraser Laschinger

9. TRANSPORTATION & ENVIRONMENTAL SERVICES

Chaired by Councillor Lee McConnell

9.1 Staff Report 33-2018 - Private Transportation Company By-Law

Suggested Motion
"THAT Committee of the Whole receive this report for information and forward the by-law for licensing, regulating, and governing Private Transportation Companies in the Corporation of the Town of Prescott, to the Council meeting of June 25, 2018 for final consideration and approval."

10. PLANNING

Chaired by Councillor Mike Ostrander

11. ECONOMIC DEVELOPMENT

Chaired by Councillor Ray Young

12. NEW BUSINESS

12.1 Action Item List

13. PERIOD FOR MEDIA QUESTIONS

14. CLOSED SESSION

15. RISE AND REPORT

16. ADJOURNMENT
STAFF REPORT COMMITTEE
OF THE WHOLE

June 18, 2018

From: Matthew Armstrong, Chief Administrative Officer-Treasurer

RE: Property Taxation for High-tonnage Railway Right-of-ways

Recommendation:

That Committee of the Whole recommend that Council pass a resolution at the Council meeting of June 25, 2018, identifying that the Town of Prescott wishes to utilize the high-tonnage property taxation rate for the railway right-of-way and requests that the Minister consider the high-tonnage rate for individual railway right-of-way properties that meet the high-tonnage threshold in the Town of Prescott.

Background:

The following information was provided to municipalities from the Ministry of Finance that pertains to the high-tonnage railway right-of-way property taxation changes.

The Province initiated a review of the property taxation of railway right-of-way in 2016. Based on consultations with municipalities and the railway industry, the Province announced changes in the 2017 Ontario Budget to address three key issues related to indexation of rates, variation in rates, and implications for short line railways. In the 2018 Ontario Budget, the Province announced further rate adjustments as part of its commitment to modernizing the property taxation of railway rights-of-way. The proposed measures for 2018 include the following:

New flexibility for high-tonnage rail lines
The Province will also be responding to municipalities’ concerns regarding the revenue they receive in respect of high-tonnage rail lines. Beginning in 2018, municipalities can request an increase to the rates per acre for certain high-tonnage rail lines.

High-tonnage rail lines will initially be identified as those with at least 70 million gross ton miles per route mile annually. The increased tax rate will be $300 per acre on these
high tonnage rail lines. The high-tonnage tax rate will represent a significant increase from the lowest mainline rate in 2016 of approximately $35 per acre.

This approach represents a first step that will enable municipalities with high-tonnage railway properties to achieve additional revenues. By focusing only on the highest tonnage properties, it will also respond to concerns from the railway industry regarding the administrative burden of a tonnage approach to property taxation.

**Analysis**

Ministry of Finance staff will work with staff from interested municipalities to review eligibility for the high-tonnage tax rate. Ministry staff will also confirm data with owners of the identified railway right-of-way properties. Municipalities that wish to utilize this increased rate should pass a formal Council resolution, requesting that the Minister consider the high-tonnage rate for individual railway right-of-way properties that meet the high-tonnage threshold. The formal Council resolution must be submitted to the Minister of Finance on or before June 29, 2018. Pending verification of properties that meet the high-tonnage threshold, the high-tonnage tax rates would be implemented through a Minister's regulation.

**Alternatives:**

None

**Financial Implications:**

If the Town of Prescott is eligible for the high tonnage rate as determined by the Ministry of Finance, the increase in revenue for 2018 will be approximately $3,200.

**Attachments:**

None

*Original signed by*

Matthew Armstrong
Chief Administrative Officer-Treasurer
STAFF REPORT COMMITTEE OF THE WHOLE

June 18, 2018

From: Matthew Armstrong, Chief Administrative Officer / Treasurer

RE: Main Street Revitalization Initiative

Recommendation:

That Committee of the Whole recommend that Council pass a by-law authorizing the signing of the Main Street Revitalization Initiative funding agreement between the Association of Municipalities Ontario and the Town of Prescott, at the Council meeting of June 25, 2018.

Background:

On January 23, 2018, the Ontario Ministry of Agriculture, Food and Rural Affairs announced the Main Street Revitalization Initiative, which is a $26 million program to support Ontario’s main streets and their business communities. All single and lower tier municipalities (except Toronto) are to receive funding that will enhance and revitalize downtowns and main street areas.

Analysis:

The Town of Prescott has been allocated $41,380.53 in funding under the Main Street Revitalization Initiative.

Eligible program expenses are broken down into two categories. The first category is the implementation of priority financial incentives in existing Community Improvement Plan such as:

- Commercial building façade improvements
- Preservation and adaptive reuse of heritage and industrial buildings
- Provision of affordable housing
- Space conversion for residential and commercial users
- Structural improvements to buildings (e.g., Building Code upgrades)
- Improvement of community energy efficiency
- Accessibility enhancements

The second category is for funding of strategic municipal physical infrastructure such as:

- Signage – wayfinding / directional, and gateway
- Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation, infrastructure (e.g., bike racks/storage, cycling lands and paths) and pedestrian walkways/trails
- Marketing plan implementation – business attraction and promotion activities, special events

Costs must be incurred between April 1, 2018 and March 31, 2020 and only in the downtown area identified by the municipalities Community Improvement Plan. The funds cannot be used to create a strategic marketing plan.

**Alternatives:**

None

**Financial Implications:**

In support of the expanded Community Improvement Plan recently approved by Council, this funding will support the expected influx of funding request. This will be monitored in 2018 and the first half of 2019 so that the Town can ensure that the full amount of the funds are spent on eligible projects by March 31, 2020.
Attachments:

- Draft By-law and Funding Agreement
- Main Street Revitalization Initiative Funding Guide

Original signed by

Matthew Armstrong
Chief Administrative Officer - Treasurer
BY-LAW NO. xx-2018

A BY-LAW TO ENTER INTO AN AGREEMENT IN ORDER TO PARTICIPATE IN ONTARIO’S MAIN STREET REVITALIZATION INITIATIVE

Being a by-law to enter into an agreement in order to participate in Ontario’s Main Street Revitalization Initiative

WHEREAS, Section 11(2) 3. Of the Municipal Act 2001, S.O. 2001, c. 25, as amended, permits that municipalities may pass by-laws regarding the financial management of the municipality and its local boards; and

WHEREAS the Town of Prescott wishes to enter into an Agreement in order to participate in Ontario Main Street Revitalization Initiative; and

WHEREAS the Town of Prescott acknowledges that Funds received through the Agreement must be invested in an interest bearing reserve account until the earliest of expenditure or March 31, 2020;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Prescott enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Municipal Funding Agreement for the transfer of Main Street Revitalization Initiatives funds between the Association of Municipalities of Ontario and the Town of Prescott.

2. That Schedule A, (the Municipal Funding Agreement), forms part of this by-law.

3. That this by-law shall come into force and take effect upon being passed by Council.

4. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.


____________________________  ____________________________
Mayor                                 Clerk

____________________________  ______________________
Mayor                              Clerk
MUNICIPAL FUNDING AGREEMENT

ONTARIO’S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “AMO”)

AND:

THE TOWN OF PRESCOTT

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the “Recipient”)

WHEREAS the Province of Ontario is making $26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario’s Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the “OMAFRA-AMO Agreement”), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario’s Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:
“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.


“Communication Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Community Improvement Plan” has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Effective Date” is April 1, 2018.

“Eligible Costs” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means a

a. Municipality or its agent (including its wholly owned corporation); and

b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

“Event of Default” has the meaning given to it in Section 11.1 of this Agreement.

“Funds” mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Costs” means those expenditures described as ineligible in Schedule C.
“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

“Municipal Physical Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Ontario” means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Parties” means AMO and the Recipient.

“Project Completion Date” means the Recipient must complete its Project under this Agreement by March 31, 2020.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Results Report” means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

“Single-tier Municipality” means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

2.1 Term. Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.

2.2 Amendment. This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

2.3 Notice. Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

3.1 Communications. The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.

a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: “The Project is funded [if it is partly funded the Recipient should use “in part”] by the Ontario Ministry of Agriculture, Food and Rural Affairs.”

b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

3.2 Contracts. The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.

a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be
awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. **ELIGIBLE PROJECTS**

4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C.

4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. **ELIGIBLE COSTS**

5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.

5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.

5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.

5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. **FUNDS**

6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.

6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
a) The allocation and transfer shall be authorized by by-law (a “Transfer By-law”). The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.

b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.

c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 Transfer of Funds to a non-municipal entity. Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.

b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.

c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 Use of Funds. The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 Payout of Funds. The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 Use of Funds. The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.

6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.

6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.

6.10 **Limit on Ontario’s Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.

6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.

6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. **REPORTING REQUIREMENTS**

7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.

7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:

a) the amounts received from AMO under this Agreement;

b) the amounts received from another Eligible Recipient;

c) the amounts transferred to another Eligible Recipient;

d) amounts paid by the Recipient in aggregate for Eligible Projects;

e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;

f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. **RECORDS AND AUDIT**

8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.

8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. **INSURANCE AND INDEMNITY**

9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.

9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended
or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:

(a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or

(b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “Indemnitee”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

(a) the Funds;

(b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;

(c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and

(d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. **DISPOSAL**

10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or
for which Funds were provided, the cost of which exceed $50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

11.1 Event of Default. AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:

(a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.

(b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.

(c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.

(d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.

(e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.

11.2 Waiver. AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.

11.3 Remedies on default. If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.

11.4 Repayment of Funds. If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

12.1 No conflict of interest. The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE
13.1 Notice. Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 Representatives. The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO’s or the Recipient’s, as the case may be, representative for the purpose of implementing this Agreement.

13.3 Addresses for Notice. Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Acting Treasurer
Matthew Armstrong
TOWN OF PRESCOTT
PO Box 160, 360 Dibble St. W.
Prescott, ON K0E 1T0
(613) 925-2812 x6220
marmstrong@prescott.ca

14. MISCELLANEOUS

14.1 Counterpart Signature. This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 Severability. If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this
Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.

14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.

14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.

14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.

14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.

14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

### 15. SCHEDULES

15.1 This Agreement, including:

- **Schedule A** Municipal Allocation
- **Schedule B** Eligible Projects
- **Schedule C** Eligible and Ineligible Costs
- **Schedule D** Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.
16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT’S NAME: ____________________________________________________________________

_____________________________________________________________________________________

Mayor Name

_____________________________________________________________________________________

Clerk Name

_____________________________________________________________________________________

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

_____________________________________________________________________________________

By Title

_____________________________________________________________________________________

In the presence of:

_____________________________________________________________________________________

Witness Title

_____________________________________________________________________________________

Signature

Signature

Signature
SCHEDULE A
MUNICPAL ALLOCATION

RECIPIENT'S NAME:  TOWN OF PRESCOTT

ALLOCATION:  $41380.5288

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.
ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

1. **Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
   
   a. Commercial building façade improvements  
   b. Preservation and adaptive reuse of heritage and industrial buildings  
   c. Provision of affordable housing  
   d. Space conversion for residential and commercial uses  
   e. Structural improvements to buildings (e.g. Building Code upgrades)  
   f. Improvement of community energy efficiency  
   g. Accessibility enhancements

2. **Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
   
   a. Signage – wayfinding/directional, and gateway.  
   b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.  
   c. Marketing plan implementation – business attraction and promotion activities, special events.
ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Costs include:
   
a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.

   b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:
   
a. Costs incurred prior to Effective Date or after the Project Completion Date;

   b. Any costs associated with providing the Annual and Results Reports to AMO;

   c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;

   d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;

   e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient’s main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;

   f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient’s main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;

   g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;

   h. Taxes, to which the Recipient is eligible for a tax rebate;

   i. Purchase of land or any interest therein, and related costs; and,

   j. Routine repair and maintenance Municipal Physical Infrastructure.

SCHEDULE D
1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Description</th>
<th>Eligible Project Category (CIP/Municipal Physical Infrastructure)</th>
<th>Total Project Cost</th>
<th>Estimate of Funds (Main Street) Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

<table>
<thead>
<tr>
<th>Annual Report Financial Table</th>
<th>Annual</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20xx</td>
<td>2018 - 2020</td>
</tr>
<tr>
<td>Opening Balance</td>
<td>$xxx</td>
<td></td>
</tr>
<tr>
<td>Received from AMO</td>
<td>$xxx</td>
<td>$xxx</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$xxx</td>
<td>$xxx</td>
</tr>
<tr>
<td>Received from An Eligible Recipient</td>
<td>$xxx</td>
<td>$xxx</td>
</tr>
<tr>
<td>Transferred to an Eligible Recipient</td>
<td>($xxx)</td>
<td>($xxx)</td>
</tr>
<tr>
<td>Spent on Eligible Projects (for each Eligible Project category)</td>
<td>($xxx)</td>
<td>($xxx)</td>
</tr>
<tr>
<td>Closing Balance of Unspent Funds</td>
<td>$xxx</td>
<td></td>
</tr>
</tbody>
</table>
b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Project Title</th>
<th>Project Description</th>
<th>Eligible Project Category</th>
<th>Total Project Cost</th>
<th>Main Street Funds Used</th>
<th>Start &amp; End Date</th>
<th>Completed?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes/No/Ongoing</td>
</tr>
</tbody>
</table>

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

a. Community Improvement Plan Eligible Projects
   • Number of small businesses supported;
   • Total value of physical improvements;
   • Total Main Street Funds provided;
   • Total Municipal investment; and,
   • Total private investment.

b. Municipal Physical Infrastructure Eligible Projects
   • Total value of physical improvements;
   • Total Main Street Funds provided; and
   • Total municipal investment.
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03_ Municipal Checklist
04_ Introduction
04_ FAQ

06_ New information added - May 2018

12_ Appendices
# MUNICIPAL CHECKLIST

## Immediate Action

<table>
<thead>
<tr>
<th>Where is More Info</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pass Municipal By-Law Authorizing MFA</td>
<td>See <strong>Appendix A</strong> for a sample</td>
</tr>
<tr>
<td>E-sign MFA and electronically submit to AMO</td>
<td>See <strong>page 9</strong> for more information</td>
</tr>
<tr>
<td>E-mail (<a href="mailto:mainstreets@amo.on.ca">mainstreets@amo.on.ca</a>) the Authorizing By-law to AMO</td>
<td></td>
</tr>
<tr>
<td>2018 Project notification for communications purposes to AMO</td>
<td>See <strong>page 10</strong> for details on what is required</td>
</tr>
</tbody>
</table>

## Longer Term Action

<table>
<thead>
<tr>
<th>Where is More Info</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual and Results Report</td>
<td>See <strong>page 10</strong> for details on what is required</td>
</tr>
</tbody>
</table>
INTRODUCTION

The Main Street Revitalization Initiative is a $26 million fund to help municipal governments undertake main street revitalization activities that support and benefit small businesses. AMO has agreed to administer the funding on behalf of the Ministry of Agriculture, Food and Rural Affairs (OMAFRA). AMO signed the Agreement with OMAFRA on March 12, 2018. The Agreement’s effective date is April 1, 2018.

All lower and single tier municipal governments are eligible for the allocation based funding. The formula for the funding was established by OMAFRA without the need for an application or matching funding. It empowers municipalities to make investment decisions within the program’s parameters.

What is eligible?

As of April 1, 2018, municipal governments can invest in revitalization activities that will support small businesses through activities undertaken to revitalize main streets. The work can be identified as priority through an existing Community Improvement Plan or municipal physical infrastructure priorities identified through other municipal land use planning document for the municipality’s main street that involves the construction, renewal, renovation or redevelopment, or material enhancement in each of the following categories:

Implementation of priority financial incentives in existing Community Improvement Plans such as:

a. Commercial building façade improvements;
b. Preservation and adaptive reuse of heritage and industrial buildings;
c. Provision of affordable housing;
d. Space conversion for residential and commercial uses;
e. Structural improvements to buildings (e.g. Building Code upgrades);
f. Improvement of community energy efficiency; and
g. Accessibility enhancements.

Funding of strategic municipal physical infrastructure such as:

a. Signage – wayfinding/directional, and gateway;
b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails; and
c. Marketing plan implementation – business attraction and promotion activities, special events.

Municipalities can identify projects in one or both categories.
What types of costs are eligible?

Eligible Costs

- Costs directly and reasonably incurred on or after April 1, 2018 up to and including March 31, 2020 for construction, renewal, or material enhancement activities funded under existing Community Improvement Plan financial incentive programs; and/or,
- Costs directly and reasonably incurred on or after April 1, 2018 up to and including March 31, 2020 for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

Ineligible Costs

- Costs incurred prior to April 1, 2018 or after March 31, 2020;
- Any costs associated with providing any Reports to AMO;
- Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- Costs for infrastructure works in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- Costs of infrastructure works that does not improve energy efficiency, accessibility, aesthetics of marketability of small business within a main street area;
- Costs of infrastructure works outside of main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- The cost of leasing of equipment, any overhead costs, including salaries and other employment benefits of any employees, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with eligible costs above;
- Taxes, to which the municipality is eligible for a tax rebate;
- Purchase of land or any interest therein, and related costs; and,
- Routine repair and maintenance costs.

Would the development of a Community Improvement Plan be eligible?

No. The program is focused on implementation of existing Community Improvement Plans or priorities through other existing municipal land use planning policies. Municipalities that do not have a Community Improvement Plan can implement eligible priority projects through the official plan, economic development strategy, downtown revitalization plan or another related plan in support of the municipal main street.
Further interpretation of eligibility

A number of small municipalities have asked for additional discussion on project eligibility and some examples of projects that might be eligible in the absence of a Community Improvement Plan (CIP), a discernible “main street” area or in the case of very limited commercial activity in the community.

Main Street projects must be consistent with the requirements set out in the transfer payment agreement (TPA). The following discussion is intended to reflect a broader interpretation of the rules to assist municipal staff and councils in the deliberations in selecting appropriate projects that comply with the TPA.

Ultimately, the purpose of the program is to support revitalization, economic activity and enterprises in the municipality. All Main Street projects should support this purpose. While there is room for interpretation consistent with the program objectives, municipal staff and Councils should take note of the TPA provisions excluding certain types of costs (i.e., projects and expenditures) which are categorically ineligible.

Here are some ideas that may be helpful.

In municipalities where there is no defined main street (or your main street is a provincial highway), the funding should be used within any built-up area, defined through municipal planning policy (e.g., hamlets, villages).

Main Street funding cannot be used to create a Community Improvement Plan (CIP). However, a municipality can create a CIP using other resources and then use Main Street funding to implement financial incentives under the new CIP (by March 31, 2020).

The Main Street funding cannot be used to create a strategic marketing plan. However, the funding can be used for activities related to implementing part of a strategic marketing plan. For example: some costs for a one-time festival in the municipality that is intended to attract visitors or to otherwise generate economic activity could be eligible. Alternately, tangible capital assets purchased (e.g., lights, staging, fencing, signage, banners) to support an annual gathering or festival in accordance with a strategic marketing plan or similar approved plan could be eligible. Any marketing or promotional activity as part of a strategic marketing plan could be eligible.

Under the category of Municipal Physical Infrastructure, there is considerable scope for creative project ideas. Here are some project ideas that might be considered:

- The development of a centrally located space that can be used for rotating commercial activity, such as a farmers’ market, seasonal craft market, flea market, or pop-up retail, etc.
- Equipping a key location (e.g., dockside, parking lot, picnic area, trail head) with electricity, lighting, etc., to support visiting food truck, commercial stalls, etc.
- Beautification, landscaping, tree planting or murals etc., within the planned, built-up area of the community with no defined “Main Street”.
- Improvements to public spaces and buildings (exclusive of routine repair and maintenance) that enhance the aesthetic appeal of the community, including public spaces associated with municipal buildings, community centres, church properties, historic cemetery etc.
Renewal or restoration of an historic or heritage site, monument or public space owned by the municipality.
Wayfinding signage throughout the municipality that highlights locations of interest e.g., historic sites, farm stands, boat lunches etc.
Accessibility or other improvements to a playground, community centre or other places where people gather.
Creating a gateway to the community including features such as signage, lighting, benches, local information, etc.
Creating facilities (or events) that make your community a destination for cyclists, hikers, snowmobilers, boaters, rowers, skaters, skateboarders, artists, hobbyists, crafts people, etc.

In the case of all of the above examples, the purpose of the expenditure of Main Street funding should be to create an environment that will benefit small business activity in the community or support the attraction of economic activity (e.g., tourism).

When does the money have to be spent?

Municipalities have to March 31, 2020 to spend the funds on an eligible project. During this time, municipalities must earn interest on the Funds so that they have more for the project later.

What about the municipal share of a project that will receive funding from another revenue source or program?

Municipalities can fund 100% of total project costs with Main Street dollars. If another program has restrictions on the use of funds, they must be adhered to.

If you are using multiple sources of funding, the project also has to be eligible under the terms and conditions of these multiple programs.

What if our municipality wants to partner on a project?

The Main Street Agreement encourages collaboration, building of partnerships and strategic alliances when working on eligible projects.

If a municipality is transferring funds to another municipality, it must be done via by-law.
municipality transferring funds is responsible for reporting on the transfer in annual reporting. The municipality receiving Main Street Funds is responsible for reporting that the Funds were received and is responsible for all other reporting requirements, including project details and spending.

If a municipality is transferring funds to a non-municipal entity, such as a for-profit company, council will have to endorse the project through a grant agreement. Under this situation, municipalities are still responsible for meeting all the requirements of the Agreement related to the use of the transferred Main Street Funds, including all reporting.

What is the allocation formula?

\[
\text{Municipal Allocation} = \text{Base Funding} + \text{Small Community Adjustment} + \text{Per Capita Allocation}
\]

Base Funding is the amount distributed equally among all eligible municipalities.
Small Community Adjustment is the amount distributed equally among municipalities with a population less than 25,000.
Per Capita Allocation is a per capita amount based on 2016 population, as outlined in the 2016 Census of Population.

Total funding, less administrative costs, is allocated as follows across the three components:

- Base Funding: 50% of total funding;
- Small Community Adjustment: 11.5% of total funding;
- Per Capita Component: 38.5% of total funding.

Once a municipal government has fully executed an Agreement with AMO and provide the appropriate information for the transfer of the funds, the one time allocation will be paid out.

How much of the funding is AMO using for administration?

AMO will need just 6% of the $26 million to deliver this program to all eligible municipalities and report in aggregate to OMAFRA as required by the Agreement.
What reporting is required of municipalities?

Building on the success of the risk management framework established under the federal Gas Tax Agreement, municipalities only need to report initial upfront anticipated projects for 2018 and then once annually on projects until all the funds are spent.

Remind me how the audit framework works?

Municipalities will not have to complete audits. Instead the program will use a risk based approach that recognizes municipalities as a mature and accountable order of government. In this approach, the municipal contact for the Main Street Municipal Funding Agreement will be the Treasurer, no exceptions. In addition, AMO will audit approximately 10% of municipalities annually to provide assurance to Ontario on municipal compliance.

Is there an agreement municipalities have to sign?

Yes. AMO is using the a digital platform provided by its partner, Solutions Notarius Inc., to sign the Municipal Funding Agreement (MFA). A municipality must electronically sign (e-sign) the MFA with AMO to receive funding. Please have the appropriate signing officers e-sign the MFA. The municipal by-law authorizing the municipality to enter into the agreement can be emailed to AMO at mainstreets@amo.on.ca. See Appendix A for a sample by-law.

Appendix B includes a cross-reference between the MFA with the OMAFRA-AMO Agreement.

What is e-signing?

An e-signature is a signature that can be applied in a document by a signer electronically. AMO uses Notarius’ Consigno Cloud software to sign documents electronically.

The municipal signing officer will receive a signature request to the MFA by email from AMO. They will be asked to open a link to a signing session in that email. The Consigno Cloud software certifies a signer’s identity with two-factor authentication. The signing officer will be asked to provide a second authentication credential (e.g. an answer to a security question, like an online money transfer) before they can access the document. Once they are able to access the document, they will be asked to fill-in specific fields prior to finally signing off on the MFA. AMO will then be notified that the document has been signed and staff will review to ensure the document is complete before AMO e-signs the MFA. A final, signed copy of the MFA will then be provided to the municipality and to AMO electronically for record keeping.
Signing officers to the MFA are not required to subscribe or install any software on their computer to sign the document. Documents can be signed on a mobile device or on a desktop computer. For further details on the e-signing requirement, please refer to the process document.

What else is required of municipalities?

There are a number of requirements both now and over the life of the Agreement.

As soon as possible, notification to AMO of the types of projects council wishes to undertake in 2018 is required.

As well there is annual reporting and results reporting similar to what municipalities already do under the federal Gas Tax Agreement through AMO’s website. These reports will be due to AMO by May 15, 2019 and every year thereafter until the funds are spent.

What is results reporting?

The results report will demonstrate how the funding has been invested in a community to support revitalization within main street areas:

Community Improvement Plan Eligible Projects
- Number of small businesses supported;
- Total value of physical improvements;
- Total Main Street Funds provided;
- Total Municipal investment; and,
- Total private investment.

Municipal Physical Infrastructure Eligible Projects
- Total value of physical improvements;
- Total Main Street Funds provided; and
- Total municipal investment.

More details are in Schedule D of the MFA.
Are there communication requirements?

Yes. Municipal governments will be expected to acknowledge funding of projects by the Province by inviting the Province to participate in media events or announcements related to projects funded under the Main Street Revitalization Initiative.

More details are in Section 3 of the MFA.

Can we sell the asset?

Assets purchased or constructed using Main Street funds must be for public use and benefit. If a municipality wishes to dispose of assets prior to March 31, 2021 and it is valued at more than $50,000 at the time of disposal the written consent of the province is required.
APPENDIX A

Sample Municipal By-Law

WHEREAS the Municipality wishes to enter into an Agreement in order to participate in Ontario’s Main Streets Revitalization Initiative;

AND WHEREAS the Municipality acknowledges that Funds received through the Agreement must be invested in an interest bearing reserve account until the earliest of expenditure or March 31, 2020;

Now THEREFORE, the Council of the [MUNICIPAL NAME], a municipal corporation pursuant to the Municipal Act, 2001;

ENACTS AS FOLLOWS

That the Mayor/Reeve/Regional Chair/Warden and [SIGNING AUTHORITY, i.e. Clerk] are hereby authorized to execute this Municipal Funding Agreement for the transfer of Main Streets Revitalization Initiatives funds between the Association of Municipalities of Ontario and [MUNICIPAL NAME] as in Schedule A attached hereto.

Schedule A shall form part of this by-law.
## APPENDIX B

### Cross-Reference Table Between MFA and OMAFRA-AMO Agreement

<table>
<thead>
<tr>
<th>Municipal Funding Agreement (MFA) Provision</th>
<th>OMAFRA-AMO Agreement Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1 - Definitions and Interpretation</td>
<td>Schedule A Article 1</td>
</tr>
<tr>
<td>Section 1.1 Definitions</td>
<td>Schedule A Article A1.2</td>
</tr>
<tr>
<td>Section 1.2 Interpretation</td>
<td>Schedule A Article A1.1</td>
</tr>
<tr>
<td>Section 2 - Term of Agreement</td>
<td>Schedule A Article A3</td>
</tr>
<tr>
<td>Section 2.1 Term</td>
<td>Schedule A Article A3.1</td>
</tr>
<tr>
<td>Section 2.2 Amendment</td>
<td>Section 3.1</td>
</tr>
<tr>
<td>Section 2.3 Notice</td>
<td>Schedule A Article A12</td>
</tr>
<tr>
<td>Section 3 - Recipient Requirements</td>
<td>Schedule A Article A5, A8</td>
</tr>
<tr>
<td>Section 3.1 Communications</td>
<td>Schedule B Article B1.7</td>
</tr>
<tr>
<td>Section 3.2 Contracts</td>
<td>Schedule A Article A5.2</td>
</tr>
<tr>
<td>Section 4 - Eligible Projects</td>
<td>Schedule D Article D2.1</td>
</tr>
<tr>
<td>Section 4.1 Eligible Projects</td>
<td>Schedule D Article D2.1 5 and 6</td>
</tr>
<tr>
<td>Section 4.2 Recipient Fully Responsible</td>
<td>Schedule A Article A4.4</td>
</tr>
<tr>
<td>Section 5 - Eligible Costs</td>
<td>Schedule D Article D3.1</td>
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<td>Section 5.1 Eligible Costs</td>
<td>Schedule D Article D3.1</td>
</tr>
<tr>
<td>Section 5.2 Discretion of Ontario</td>
<td>Schedule D Article D2.1</td>
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<tr>
<td>Section 5.3 Unspent Funds</td>
<td>Schedule A Article A15</td>
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Main Streets Revitalization Initiative is funded by the Ontario Ministry of Agriculture, Food and Rural Affairs
STAFF REPORT TO
COMMITTEE OF THE WHOLE

Date: June 18, 2018

From: Matthew Armstrong, Chief Administrative Officer - Treasurer

RE: Policy Review

Recommendation:

That Committee of the Whole recommend that Council approve the following policies:

HR-200-08 Orientation
HR-200-10 Dress Code
HR-500-03 Performance Management Program
HR-600-07 Management of Substance Abuse
HR-600-08 Workplace Accommodation
HR-700-01 Non-Union Terms & Conditions of Employment - General
HR-700-02 Categories of Non-Union Employees
HR-700-03 Vacation (Non-Union Employees)
HR-700-04 Statutory/Paid Holidays, Personal Leaves
HR-700-09 Employee Benefits
HR-700-10 Long Term Disability
HR-700-11 Pension Plan
HR-700-12 Non-Union Hours of Work
HR-700-13 Non-Union Overtime
HR-700-14 Non-Union Salary Administration
HR-700-15 Dispute Resolution
HR-700-16 Merger or Amalgamation
HR-TOC Human Resources Policies and Procedures Manual Table of Contents

Background:

A working group was established to review financial and human resources policies. The working group consists of staff and 3 members of Council. The group had previously
reviewed 17 human resources policies which were passed by Council in 2017. The working group reviewed 12 human resource policies that were brought to Committee of the Whole on June 4, 2018. The final group of human resources polices have been reviewed by the working group and are attached to this report.

There are forms that will be attached to the Orientation, Performance Management Program, and Vacation policies, once they have been modified.

The working group will shift their focus to financial policies and a Council Handbook over the summer and into the fall.

**Alternatives:**

None

**Financial Implications:**

None

**Attachments:**

- HR-200-08 Orientation
- HR-200-10 Dress Code
- HR-500-03 Performance Management Program
- HR-600-07 Management of Substance Abuse
- HR-600-08 Workplace Accommodation
- HR-700-01 Non-Union Terms & Conditions of Employment - General
- HR-700-02 Categories of Non-Union Employees
- HR-700-03 Vacation (Non-Union Employees)
- HR-700-04 Statutory/Paid Holidays, Personal Leaves
- HR-700-09 Employee Benefits
- HR-700-10 Long Term Disability
- HR-700-11 Pension Plan
- HR-700-12 Non-Union Hours of Work
- HR-700-13 Non-Union Overtime
- HR-700-14 Non-Union Salary Administration
- HR-700-15 Dispute Resolution
- HR-700-16 Merger or Amalgamation
- HR-TOC   Human Resources Policies and Procedures Manual Table of Contents
Original signed by

______________________________
Matthew Armstrong
Chief Administrative Officer - Treasurer
Human Resources – Orientation

Policy

Orientation programs assist staff in understanding the mission and philosophy of the organization and, as a result, encourage commitment to the organization. They also play an integral part in new employees understanding their role in the organization. As an ongoing process, orientation begins during recruitment and selection, and continues as needed throughout the individual’s employment. The Town of Prescott supports this process with an orientation program for new and existing staff members.

Objective

- To make workers and co-workers see hiring and orientation as a positive experience.
- To excite new hires about their new job and excite the team about the new hire.
- Give new hires and current employees the information they need to eliminate barriers to good performance.
- Reduce resignation and retention issues.
- Identify expectations of the new hire and current employees so supervisors and their team can manage them.
- Get other workers involved in the orientation and retention of a new hire.
- Give the Town of Prescott an advantage over other employers by “celebrating” our new hires.
Human Resources – Orientation cont’d

Procedure

A new hire shall be provided an orientation package upon acceptance of the job offer. The orientation package will include all employment related paperwork, such as payroll and benefits information, policies and procedures, and any other pertinent information applicable to their position.

A new hire will be scheduled for orientation prior to commencing employment. As soon as practicable after the employee starts, the new employee will be required to complete any legislated mandatory training.

The employee’s supervisor will review the General Orientation Checklist with the new hire. On completion of the list, the employee will sign to indicate that all areas have been reviewed.

Supervisors will ensure that all new employees will be made aware of the Town health and safety policies and procedures, as well as departmental, and position specific health and safety practices.

The completed checklist and pledge of confidentiality, code of conduct sign off, and policies and procedures sign off will be filed in the employee’s personnel file.

The department supervisor will ensure that a departmental specific orientation is provided to the new hire within two weeks of his/her start date.

As part of the probationary period performance review, an online follow up questionnaire will be provided to the employee regarding the orientation experience and what he/she has learned throughout the probationary period.

All employees will be given mandatory training once per year which will provide an opportunity to review the policies and procedures of the organization and to reaffirm their adherence to those policies.
Human Resources – Dress Code

Policy

The Town of Prescott is committed to establishing a professional/business casual dress code which allows our employees to work comfortably in the workplace yet still project a professional image for Council, residents, customers, potential employees, and community visitors.

The key point to sustaining professional/business casual work attire is to use common sense, good judgment, and applying a dress practice that is conducive to our business environment.

To assure compliance with the requirements of the Occupational Health and Safety Act Section 28(1)(b) of that Act states, “the employee will use or wear the equipment or clothing that the employer requires to be worn.” Further, the 'so-called general clause' Section 25(2)(h) of the Act requires the employer to “take every precaution reasonable under the circumstances for the protection of the worker.”

The Town is committed to providing and maintaining a safe healthy workplace environment by requiring employees to wear specific uniforms and/or safety apparel appropriate to duties assigned to their position. More specifically, this applies to the Public Works, Parks, and Recreation, and Water and Wastewater employees up to and including the Director of those departments.

Objective

To provide direction to employees as to a dress code that projects a neat, professional and safety conscious manner appropriate to duties assigned to their position.

Procedure

Where the terms of a collective agreement differ from this policy, the collective agreement will apply.

Employees representing the Town at Council or a committee meeting should dress in business attire.
Human Resources – Dress Code – Continued

Fridays are designated as ‘Casual Day’. In the spirit of flexibility, keep in mind that business reasons (public meeting, outside meeting) may dictate that formal business attire or business-casual attire be worn on Casual Day.

The Town will take an employee’s religion, ethnicity, or disability into consideration as it pertains to personal dress and/or grooming.

Clothing bearing offensive language or logos that are, or could be seen by others, as profane, racist, sexist, or discriminatory in nature are not permitted.

If an item of clothing is deemed to be inappropriate by the employee’s supervisor, Department Heads, or the CAO, the employee may be sent home to change clothes or will be asked not to wear the inappropriate item to work again.

Scent Free Awareness

Support in limiting or eliminating the use of scented personal care products whenever possible at your work site, and meetings, is helpful to all employees and the public. Choose unscented alternatives that are available when possible. By making these choices, you will contribute to promoting health and wellness for all staff and the public.
Human Resources – Performance Management Program

Policy

Developing employees who are effective, dynamic, productive, and successful in their jobs enables the Town of Prescott to deliver quality services to the public. The Town is committed to a Performance Management Program that incorporates a goal-oriented approach and clear, ongoing, two-way communication between supervisors and employees. Employees will receive support and recognition in their efforts to develop and to improve performance.

Objective

The Performance Management Program is intended to be a tool used by staff members at all levels to facilitate self-management and appropriate empowerment, by having a clear understanding with their supervisor about performance expectations.

Performance Management is a comprehensive program for;

- establishing performance expectations.

- designing interventions including training programs to improve performance.

- monitoring the success of those programs.

Procedure

Human Resources will keep a master list of all Town employees and their date of hire. The annual formal performance appraisal should be completed by no later than the anniversary of the employee's hire date, subject to some exceptions where the employee was absent from work for an extended period of time during the performance review period.
Human Resources – Performance Management Program
cont’d

Four weeks before the appraisal is due to be completed, Human Resources will;

- provide the employee with a copy of the previous year’s appraisal (if applicable) and a blank performance appraisal form.

- advise the employee when the self-appraisal portion of the performance appraisal is due (14 days from date of issue) and to whom the appraisal should be returned.

- notify the employee’s supervisor of the date the appraisal is due to be completed, to whom the self-appraisal is being returned, and the date the appraisal form was sent to the employee.

The supervisor will then complete their assessment of the employee. If an employee has been under the direction of more than one departmental supervisor during the performance review period, he/she may be evaluated by both the previous and current supervisor. However, the current supervisor has the primary responsibility for completing the appraisal form.

In the event an employee regularly reports to more than one supervisor, the supervisor assigned to conduct the performance review must consult with the other supervisor(s) prior to the interview and ensure that the comments are comprehensive.

The supervisor will then meet with the employee to discuss the appraisal. Both successes and failures are to be reviewed at the meeting. It is constructive to review why objectives set at the last appraisal meeting were successfully achieved. It is equally constructive to discuss and/or to review what prevented the successful achievement of other objectives. This review helps to set and achieve new objectives.

Employees will be encouraged to discuss job expectations, developmental plans, concerns, and areas in which they feel additional training would be helpful.

The supervisor and employee will also discuss the employee’s self-appraisal during the discussion.

Should the supervisor feel follow-up sessions are required prior to the next scheduled appraisal, the initial date for such follow-up should be set at the meeting.
Human Resources – Performance Management Program
cont’d

If the appraisal discussion is not satisfactory, problems, and/or disagreements should first be discussed between the employee and the supervisor. If problems still exist after this process, the employee and/or supervisor may contact the Department Head and/or Human Resources for assistance.

Once the supervisor and employee have completed the annual performance appraisal discussion, the supervisor will sign, and the employee will be asked to sign, the appraisal form. If an employee disagrees with the appraisal, he/she can provide a written explanation of any disagreement to be attached to the form. The package will be kept in the employee’s personnel file.

**Probationary Employees**

Every probationary employee will participate in a formal performance appraisal with his/her supervisor prior to the extension of the probationary period or attaining non-probationary status.

If the appraisal discussion is not satisfactory, problems, or disagreements should be discussed between the employee and the supervisor. If problems still exist after this process, the employee or supervisor may contact Human Resources for confidential assistance.

Once the supervisor and employee have completed the probationary performance appraisal discussion, the supervisor will sign the appraisal form and the employee will be asked to sign the form. If an employee disagrees with the form, he/she can provide a written explanation of any disagreement that will be attached to the form.

Should the supervisor feel that the employee’s probationary period needs to be extended or that the employee should not be granted non-probationary status, a recommendation should be made to the CAO and Human Resources.
Human Resources – Management of Substance Abuse

Policy

The Town of Prescott is committed to providing a safe workplace for its employees, its clients, residents, and the public. Equally important to the Town is the promotion of employee health and well-being. The use of drugs (both legal and illegal, as explained below) and alcohol, both on and off the job, can jeopardize employee health, safety, and well-being as well as adversely affect job performance.

The Town has adopted the following policy to establish and maintain a safe workplace and a healthy, and efficient workforce free from the effects of drug and alcohol use.

Objective

The intent of this policy is to;

- establish and maintain a workplace which is free of the negative effects of drug and/or alcohol use.

- clarify the respective responsibilities of the Town and its employees to ensure a workplace which is free of the negative effects of drug and/or alcohol use.

- implement appropriate corrective disciplinary action up to and including dismissal where employees violate this policy.

- identify, assist, and where appropriate, accommodate employees who are identified as having a drug and/or alcohol related disability.

Procedure

The use, sale, distribution, or possession of alcohol, cannabis, and/or illegal drugs while on the job or at the workplace is cause for dismissal.
Human Resources – Management of Substance Abuse cont’d

Reporting for work while under the influence of alcohol, cannabis, and/or illegal drugs may lead to discipline up to and including dismissal. The employee will not be allowed to work his/her shift and will be sent home immediately.

An employee is not to be at work when his/her judgment is impaired or his/her behaviour is inappropriate due to the use of over-the-counter or legally prescribed drugs. If an employee is undergoing prescribed medical treatment with drugs, which are likely to impair his/her performance, he/she should promptly report this treatment to his/her immediate supervisor. Failure to report may lead to discipline up to and including dismissal.

Being unfit for scheduled work due to the use or after-effects of illegal drugs, alcohol, or cannabis may lead to discipline up to and including dismissal.

Employees returning to work after seeking treatment for drug and/or alcohol dependency may be subject to conditions of reinstatement including regular attendance at work, satisfactory work performance, or any other conditions deemed appropriate by the Town.

Human Rights Considerations

In dealing with violations of this policy, the Town will differentiate between behaviour that is properly characterized as relating to a disability – including alcohol and/or drug dependency – and behaviour that is not.

If a violation of this policy occurs because an employee suffers from a disability – including alcohol, and/or drug dependency – the Town’s response will be directed at the goal of rehabilitation. Accommodation pursuant to the Ontario Human Rights Code will be offered, where appropriate.

It is the employee’s obligation to advise the Town that he/she suffers from alcohol and/or drug dependency as soon as possible and to provide appropriate medical proof of his/her condition. The employee also has a duty to cooperate with rehabilitation offered by the Town.

If rehabilitation is not achieved, termination of employment may result, however, each case will be assessed on its individual merits.
Human Resources – Management of Substance Abuse cont’d

Employee Assistance
The Town encourages any employee with a drug and/or alcohol problem to contact his/her Supervisor for assistance.

Employees may also contact directly the Town’s Employee Assistance Program (EAP) provider for quick, professional, confidential help.

Confidentiality
All actions taken and employee information obtained pursuant to this policy will be confidential and disclosed only on a “need to know” basis.
Human Resources – Workplace Accommodation

Policy

The Town of Prescott is dedicated to providing affordable and high quality services to the public and residents we serve and the operations we manage. Healthy and work ready employees assure the Town’s ability to meet and maintain this level of quality.

In order to facilitate return to work, the Town of Prescott engages in a cooperative discussion with the employee, their Health Care Professional(s), the Insurance Carrier and/or the Workplace Safety and Insurance Board (WSIB), in order to determine the appropriate return to work plan and the availability of meaningful, purposeful work. The Town is also committed and complies with all applicable legislative Acts including but not limited to: the tenets of the Ontario Human Rights Code (OHRC) and the duty to accommodate set out in the Act as well as the Accessibility for Ontarians with Disabilities Act (AODA).

Objective

To expedite the safe and effective return to work for employees who have been absent for a period related to an occupational or non-occupational injury or illness.

To assist an employee who requests an accommodation.

Definitions

Occupational illness/injury:

Cases of illness, injury, or medical conditions of either a physical and/or psychological nature incurred by an employee in the performance of, or in connection with, his or her work.
Human Resources – Workplace Accommodation cont’d

Non-Occupational illness/injury:
Cases of illness, injury, or medical conditions of either a physical and/or psychological nature not incurred in the performance of, or in connection with his or her work.

Modified work:
Temporary work designed for employees returning from an injury or illness. Generally, recovery takes up to twelve (12) weeks. Modified work is designed for employees, who temporarily cannot fully perform the essential duties of their own positions, provided meaningful and purposeful work is available.

Work hardening:
Temporary work designed for employees who have fully recovered from an injury or illness but require a short reconditioning period to prevent injury and build work stamina after a prolonged absence.

Sponsored work hardening:
Temporary work designed for employees who have fully recovered from an injury or illness but require a longer (up to 6 weeks) reconditioning period to prevent injury. This period is financially sponsored by the Insurance Carrier.

Accommodated work:
Permanent alterations to an employee’s duties or working conditions which will enable them to return to their pre-injury/illness position.

Employees who cannot fully perform the essential duties of their own position on a permanent basis or who have accessibility needs due to a disability will be accommodated provided;

- the accommodation required does not necessitate the creation of a new position.

- the alteration of one position to meet the accommodation needs does not require additional staffing for that position on a permanent basis.

- the employee is able to fulfill the bona fide requirements of the position.
Human Resources – Workplace Accommodation cont’d

Health Care Professional:

A member in good standing of one of the 26 regulatory colleges/licensing bodies in Ontario such as; Physicians, Nurses, Practitioners, Surgeons, Physiotherapists, Chiropractors, Chiropodists, Psychiatrists, Midwives, etc.

Supervisor:

For the purpose of this policy, the term “supervisor” refers to anyone in a supervisory role. This term would therefore include titles such as but not limited to supervisor, manager, director, and CAO.

Procedure

Upon receipt of notification and/or documentation supporting an accommodation, Management will make every effort to expedite all return to work plans within five (5) business days. When additional or clarifying information is required and/or other extenuating circumstances arise, the commencement date may be delayed.

The employer can request an employee who is or has been absent due to illness/injury to be evaluated by a second, objective health care professional at the employer’s expense.

Occupational Injury (WSIB)

An employee should follow the procedures outlined in Health & Safety Policy Employee Occupational Illness/Injury Reporting when experiencing an occupational illness/injury. The supervisor will maintain regular contact with the ill/injured employee during their leave period the supervisor will initiate discussions of the return to work process and the modified work /accommodation program when appropriate. When ready to return to work from an occupational illness/injury, accommodation may be provided where applicable as per the following procedures;

- In collaboration with Human Resources the employee’s supervisor, will design an individualized modified work program to facilitate the early and safe return to work of the employee. The supervisor may utilize a standardized plan that has been designed for that position.
Human Resources – Workplace Accommodation cont’d

- The employee and if requested by the employee, their union representative, will meet their supervisor and Human Resources to review and discuss the return to work plan and schedule of shifts.

- The employee is responsible for working within the identified functional abilities so as not to prolong recovery.

- The employee will maintain regular contact (at least weekly) with the supervisor to discuss progress and problem solve any obstacles or concerns. If any concerns exist about the appropriateness of assignments, the employee will advise their supervisor of their concern.

- As updated Functional Abilities Forms (FAF) are received, the supervisor and Human Resources will update the work assignment to reflect the changes.

- On occasion, a meeting of the workplace parties with a Return to Work Specialist from WSIB may be scheduled to facilitate the return to full duties.

- Management shall determine the place and duration of an employee’s individualized RTW taking into consideration what is in the best interests of the work hardening process.

Non-Occupational Injury/Illness

When an employee has incurred a non-occupational illness or injury, the supervisor will maintain regular contact with the employee during their leave period. Once the employee is ready to return to work, either the employee or the employer may initiate the discussion concerning the need for modified work where applicable. The employee is then responsible for submitting their request in writing to their supervisor, along with a current FAF (completed by their Health Care Professional) outlining their precautions and prognosis.

*All confidential medical information will be maintained according to the applicable privacy legislative requirements in secured health care files.
Human Resources – Workplace Accommodation cont’d

- On receipt of this information, the supervisor/manager and Human Resources will meet to review the request. The Employer has the right to request an Independent Medical Examination (IME) by a health care professional of their choice in any case.

- If the requirements can be met and there is sufficient meaningful and purposeful work available, the employee, supervisor/manager, and Human Resources will collaboratively design and review an individualized work plan and schedule. The use of an outside consultant or professional may be utilized if necessary.

  - If the requirements cannot be met, the supervisor and Human Resources will meet with the employee to advise of the reason for the decision.

  - The employee is welcome to bring union representation to any meeting concerning return to work.

- The employee will maintain regular contact throughout the modified work program with the supervisor/manager, the Health Care Professional, and the Insurance Carrier (if applicable).

The plan will be amended each time there is a change in the FAF. Employees participating in modified work are expected to be re-assessed by a Health Care Professional at least every two weeks.

The employee is responsible for working within the identified functional abilities so as not to prolong recovery.

Whenever possible, the employer will try to place employees on modified work in their own position. However, as this is not always possible, the employer reserves the right to place the employee in another position according to their abilities and limitations and the requirements of the job assignment.

Declared Disability

When an employee has a permanent disability and requires permanent workplace accommodation, he/she is responsible for submitting this request in writing to their supervisor/manager.
Human Resources – Workplace Accommodation cont’d

On receipt of this information, the employee, supervisor/manager, and Human Resources will meet to review the application for workplace accommodation within the following parameters;

- the accommodation required does not necessitate the creation of a new position.

- the alteration of one position to meet the accommodation needs does not require additional staffing for that position on a permanent basis.

- the employee is able to fulfill the bona fide requirements of the position.

The employer will make every effort to install any equipment or devices which would enable the employee to fulfill the requirements of the position.

The Employer has the right to request an Independent Medical Examination (IME) by a health care professional of their choice in any case.

A ‘buddy’ will be assigned to employees whose mobility is compromised to ensure their safety and/or assist them to evacuate the premises in the event of an emergency situation.
Human Resources – Non-Union Terms & Conditions of Employment - General

Policy

The polices contained in the Non-Union Terms of Employment policies establish the conditions of employment and benefits for all permanent non-union employees of the Corporation of the Town of Prescott not covered by a union, temporary, or student agreement, or an individual employment contract.

Where benefits are negotiated either through an individual employment contract, temporary, or student agreement, the conditions of that individual employment contract, or temporary, or student agreement shall apply. Benefit enhancements will be applied to non-union employees that are equal to those in the CUPE collective agreement.

The Corporation maintains the right to manage and direct all operations of the Corporation to maintain order, discipline, and efficiency of the operations. The Corporation shall exercise these rights in a fair and reasonable manner.

The Non-Union Terms & Conditions of Employment will remain in effect unless changed by Council through a resolution and supersede previous versions of Non-Union Terms & Conditions of Employment.

Objective

To outline employment conditions governing Town of Prescott Non-Union Employees.

Procedure

The Non-Union terms and conditions of employment outline specific employment conditions for this group of employees. Non-union employees are still subject to and expected to comply as a condition of their employment with all Human Resources, Corporate, Departmental, Position specific policies and procedures, and applicable legislation.
Human Resources – Categories of Non-Union Employees

Policy

The Town of Prescott has various categories of employment for non-union employees as outlined below.

Objective

To define employment categories for non-union employees.

Procedure

Probationary

An employee who has not yet completed six (6) consecutive months of employment with the Town, and whose continued employment is subject to satisfactory performance during the six (6) months probationary period.

A probationary employee may be dismissed for any reason at any time during this six (6) month probationary period, or at the end of the period, without notice or pay in lieu of notice except in accordance with the Employment Standards Act, 2000, if applicable.

Permanent Full-Time

An employee employed on a continuous full-time basis and regularly scheduled to work thirty-five (35) hours or forty (40) hours per week over five (5) days as defined in the employment contract. These employees are entitled to staff benefits.

Permanent Part-Time

An employee regularly scheduled to work an average of 24 hours per week or less on a continuing basis. These employees are only eligible for benefits (standard deductions) as specified by legislation, i.e. Employment Standards Act.
Human Resources – Categories of Non-Union Employees Policy

Regular Part-Time
An employee who is engaged to work scheduled shifts and may be “called in” to cover unscheduled, unforeseen, or intermittent work. These employees are only eligible for benefits (standard deductions) as specified by legislation, i.e. Employment Standards Act.

Casual
An employee hired to cover unscheduled, unforeseen or intermittent work. These employees are only eligible for benefits (standard deductions) as specified by legislation i.e. Employment Standards Act.

Student
An employee who is registered and attends an educational institution on a full-time basis and is employed for the school vacation periods only. These employees are only eligible for benefits (standard deductions) as specified by legislation i.e. Employment Standards Act.

Seasonal
An employee who is hired for a temporary period to assist with duties of a periodic nature. These employees are only eligible for benefits (standard deductions) as specified by legislation i.e. Employment Standards Act.

Contract
An employee who is hired under a letter of agreement or formal employment contract to carry out special projects or duties for a specified period. These employees are only eligible for benefits as specified in the applicable employment contract and as specified by legislation i.e. Employment Standards Act.
Human Resources – Vacation (Non-Union Employees)

Policy
The Town shall provide annual vacation to all eligible employees.

Objective
To provide a period of vacation in recognition of the need of employees for rest and relaxation, to encourage continued employment and reward continuous service.

Procedure
Non Union Employees
Vacation entitlement for non-union employees shall be as follows:

Full-time employees shall earn vacation with pay based on their years of service, calculated as of their anniversary date, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Employment Period (years of employment completed)</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year of continuous services</td>
<td>As per Employment Standards Act</td>
</tr>
<tr>
<td>One year or more</td>
<td>Ten working days</td>
</tr>
<tr>
<td>Three years or more</td>
<td>Fifteen working days</td>
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<tr>
<td>Nine years or more</td>
<td>Twenty working days</td>
</tr>
<tr>
<td>Eighteen years or more</td>
<td>Twenty-five working days</td>
</tr>
<tr>
<td>Twenty-four years or more</td>
<td>Thirty working days</td>
</tr>
</tbody>
</table>
Human Resources – Vacation (Non-Union Employees) cont’d

Vacation shall be earned on a pay period by pay period basis. In the event the employee leaves the employ of the Town, they will be paid any unused vacation credits on their final pay. If the employee has taken vacation time they have not earned, the value of any unearned time will repaid to the Town at the time of final pay. The employee will have the owing amount deducted from any outstanding payments.

Employees shall be entitled to their vacation in an unbroken period, wherever possible. In meeting the overall staffing needs of the organization and to ensure all employees have an opportunity to take their vacation, the duration of vacations shall be kept to a maximum of two (2) weeks at a time consecutively. Under special circumstances and considering operational needs an employee may request an additional week(s) be taken upon approval of the Department Head and CAO.

Employees shall submit fifty percent (50%) of their vacation requests via the “Absence Notification Form” by April 1st each year. Vacation schedules shall be posted by the Employer by May 1 of each year and shall not be changed without the consent of the affected employees and based on operational needs. Vacations shall commence immediately following an employee’s regularly scheduled days off.

Employees who are absent from work in excess of thirty (30) days in any calendar year, except employees on pregnancy or parental leave or any other legislated leave; shall have their vacation entitlement for the year prorated based on the actual time worked in the calendar year.

Vacation Entitlement in Offers of Employment

A starting vacation entitlement or a schedule of increments in vacation entitlements that varies from the vacation entitlement policy may be negotiated with a candidate for a non-union position where:

- The candidate’s experience is substantial and directly related to the position sought.

- The entitlement negotiated does not exceed the vacation to which the candidate would have earned had all his or her previous experience been in the employ of the Town.
Human Resources – Vacation (Non-Union Employees) cont’d

The approval of the Chief Administrative Officer or designate has been obtained.

In such circumstances, a determination regarding the employee’s future vacation entitlement shall be determined by the CAO.

Vacation pay shall be at the rate effective immediately prior to the vacation period.

Part-time employees shall be paid vacation pay at the rate of four percent (4%) of their regular wages earned, to be paid on a bi-weekly basis and shall be provided time off in accordance with the Employment Standards Act.

Vacation Carryover

Earned annual vacation entitlements must be taken in the calendar year and cannot be accumulated or carried over from year to year. However, it is recognized that there may be certain circumstances where employees are unable to take their full vacation entitlement during the calendar year.

Up to two (2) weeks of vacation entitlement may be carried over into the next year only with the written approval of the Department Head, when circumstances beyond the control of the employee warrant such consideration. Circumstances noted may include but are not limited to: situations where operational needs require deferral of vacation, illness or injury, or a very special vacation plan where an individual’s choice is limited. Any vacation entitlement remaining above the two (2) weeks carryover will be paid out at the end of the year.

In considering such requests the Department Head shall first consider any banked overtime that is also outstanding so that the combined effect if carried over will not place an unmanageable burden on the following years vacation program. The Department Head shall consider the number of employees making similar requests and ensure that the number is kept to a minimum in order to ensure effective operations.

The Department Head will keep the CAO apprised on the status of the total department vacation carry over and banked overtime, with a clear plan of how these will be accommodated and eliminated by the end of the carry over year.
Human Resources – Vacation (Non-Union Employees) cont’d

Circumstances which cannot be resolved by the above may be brought to Council by the CAO for consideration.

All employees should make an effort to use their vacation entitlement in the year it is provided.
Human Resources – Statutory/Paid Holidays, Personal Leaves

Policy

Full time employees of the Town of Prescott are entitled to a designated number of paid holidays each calendar year as well as personal leaves.

Objective

To ensure compliance with legislation.

Procedure

Non Union Employees Statutory/Paid Holidays

Full –Time Non-Union Employees shall be entitled to the following paid holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Family Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Remembrance Day (or day in lieu)</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>½ Day of the last working day before Christmas</td>
</tr>
<tr>
<td>Civic Holiday</td>
<td>½ Day of the last working day before New Year’s Day</td>
</tr>
</tbody>
</table>

The date and time for taking the Float Day shall be mutually agreed upon by the Town and employee. The Float Day cannot be carried over from one calendar year to the next.

If the Federal Government declares another Paid Holiday such holiday will be added to the above list and be effective on the day declared.

When any of the above holidays falls on a Saturday or Sunday, the holiday shall be taken on the same day it is taken by Canadian Banking institutions.
Human Resources – Statutory/Paid Holidays, Personal Leaves cont’d

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness or injury, to receive short term disability benefits in addition to holiday pay in respect of the same day.

All other categories of employees will be entitled to statutory holiday pay as defined in the Employment Standards Act.

Non Union Employees Personal Leave/Emergency Personal Leave

Full –Time Non-Union Employees shall be entitled to two (2) personal leave days per calendar year without the loss of pay or benefits. This shall constitute the two personal emergency leave days that are provided for under the Employment Standards Act. These days shall not accumulate from year to year. Employees are entitled to take an additional eight (8) unpaid emergency leave days per year. These days shall not accumulate from year to year. The Employment Standards Act defines the parameters by which this leave can be requested and accessed.

Non-Union Employees Illness of Family Members

Full-time Non-Union Employees shall be allowed to utilize up to three (3) days per annum of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including step-child of a registered common-law spouse, parents, step-parents, parents-in-law, grandchildren, legal guardian, or a person for whom the employee is the primary caregiver. Use of this provision shall not be considered part of the employee’s personal sick attendance record.

Non-Union Employees General Leave

The Town of Prescott will grant a leave of absence without pay for a period not exceeding one (1) year, or longer if mutually agreed, if he/she requests such leave for good and sufficient cause.

Such request shall be in writing and shall set out the reasons for the request and be submitted for the consideration by the CAO as far in advance as possible. Approval shall be based on operational needs of the department, but may not be unreasonably withheld. Leave shall not be granted for the purposes of working elsewhere. Leave in excess of twenty working days shall be without benefits. The Town shall pay the benefit premiums
Human Resources – Statutory/Paid Holidays, Personal Leaves cont’d

for a period of up to six (6) months for Employees taking a general leave for compassionate reasons.
Human Resources – Employee Benefits

Policy
Benefits are an integral part of the remuneration provided to non-union employees.

Objective
To establish benefits provided by the Town to non-union employees.

Procedure
Permanent Full-Time Non-Union Employees
Currently the following benefits are in effect for permanent full-time non-union employees:
- Group Life Insurance
- Accidental Death & Dismemberment
- Long-Term Disability
- Extended Health
- Dental

All full-time permanent non-union staff are eligible for benefit coverage.
All benefits are provided in accordance with the benefit and insurance carriers and will mirror those benefits negotiated under the CUPE collective agreement.
All benefits cease the day of the employee turning age 65 or when the employee leaves the employ of the Town whichever happens first.
Human Resources – Employee Benefits cont’d

The Employer will pay 100% of the premiums for Extended Health and Dental Care, Long Term Disability (LTD), Group Life, and AD&D Insurance as provided by the Town’s approved plan.

Upon retirement an employee may still participate in extended health care and dental plans until the age of 65. The employee will be responsible for paying 100% of the benefit premiums. Once the employee reaches age 65, all benefit entitlements will be terminated.

Vision Care

Employees, their spouse, children under 18 years of age, and children over the age of 18 and less than 25 who are enrolled in full-time attendance at an accredited school, shall be entitled to reimbursement up to an additional $100.00 total every two years toward the cost of prescription eye glasses, contact lenses, laser surgery, and the cost of an eye exam. Proof of current enrollment must be provided to the Employer. The cost will be reimbursed only where they are prescribed as the result of an eye examination and the Employee provides a receipt showing that the cost has been incurred and payment made by the insurance carrier to the maximum coverage.

Orthodontic Coverage

An Employee’s children under 18 years of age, and children over the age of 18 and less than 25 who are enrolled in full-time attendance at an accredited school, shall be entitled to reimbursement of up to an additional $1,500.00 per child’s lifetime for 50% orthodontic coverage. The cost will be reimbursed only where they are performed by a licensed orthodontist and the Employee provides a receipt showing that the cost has been incurred and payment made by the insurance carrier to the maximum coverage.
Human Resources – Long Term Disability

Policy

The Town shall pay the premiums necessary to maintain the non-union regular full-time employees’ enrollment in a Long Term Disability Plan as may be altered by the Town from time to time at its sole discretion.

Objective

To minimize the financial hardship which may result from a prolonged absence from work due to long term disability.

Procedure

Eligibility for and entitlement to benefits are subject to the terms and conditions of the policy or policies of insurance providing such plan.

Refer to the LTD handbook for insurance coverage and specific information in regards to the LTD plan.

The Town is only required to pay the premiums and has no further obligation.
Human Resources – Pension Plan

Policy

All permanent full time employees must join the Ontario Municipal Employees Retirement System. Subject to enrolment requirements, other than continuous full-time employees (OTCFT) may participate in the OMERS pension system if they meet the OMERS requirements.

It is also mandatory to participate in the Canada Pension Plan if an employee is not exempt from contributing to CPP.

Objective

To meet legislative requirements.

To ensure all eligible employees are enrolled in the pension plan at time of eligibility.

Procedure

Non-Union Employees

Documentation is completed at the time of hire and submitted to the appropriate staff person. Payroll deductions are made in accordance with the OMERS Act and Regulations.

Enrolment is mandatory for full-time employees from the first day of employment and premiums are shared by the employee and the Town.

When a full time employee transfers from full time to part time (or vice-versa) the OMERS pension contributions continue.

Voluntary membership

Subject to specific legislated conditions, a part-time employee or OTCFT may participate in the OMERS plan. These conditions are:
Human Resources – Pension Plan cont’d

- Effective January 1, 1988, any employee who, in each of two immediately preceding calendar years is given the option to join the pension plan if;
  - has earned including overtime and vacation pay, at least 35% of the Year’s Maximum Pensionable Earnings (YMPE) with any participating employer,
  - has worked at least 700 hours (including overtime) with any participating employer.

Waiver forms are completed every year by OTCFT employees who qualify for, but choose not to participate in, the OMER.S Plan; and

For OTCFT employees participating in OMERS, premiums are shared by the employee and the Town.

Details of the OMERS Plan are outlined in a brochure available on the website at www.omers.com
Human Resources – Non-Union Hours of Work

Policy

This policy applies to all non-union employees and is intended to establish the normal hours of work for non-union jobs as thirty-five (35) or forty (40) hours per week as outlined in the position’s offer of employment.

Objective

To provide a procedure that outlines the standard hours of work for full-time non-union employees.

Procedure

The normal work week shall consist of thirty-five (35) hours or forty (40) hours and the normal work day will be seven (7) working hours or eight (8) working hours respectively.

Employees will be provided with a meal break of one (1) hour unpaid as well as two (2) fifteen (15) minute paid break periods in the morning and afternoon. Business hours for Town Hall are 8:30am - 4:30pm.

Flexible Hours

In order to accommodate special or extenuating circumstances employees may by mutual agreement with their Department Head, and approval of the CAO, alternate start and end times with respect to the normal work day provided the hours of work are maintained and fulfill the requirement of daily and weekly hours of work and meet the operational requirements of the department and Town.

Operational Needs

There may be times when hours of work will need to be adjusted due to operational needs. The Department Head should give the employee as much notice as possible when hours of week need to be altered. If overtime is incurred, please refer the Non-Union Overtime Policy #HR-700-13.
Human Resources – Non-Union Overtime

Policy

This policy applies to all non-union employees and is intended to compensate employees for approved time worked beyond regular hours only.

Overtime shall be kept to a minimum and should not form a regular part of the work schedule.

It is the responsibility of the Department Head to ensure that all overtime worked is authorized prior to such work being carried out.

Objective

To provide a procedure whereby employees required to work overtime are recognized and compensated for such work in a fair and reasonable manner.

Procedure

Employees, only when pre-authorized by their supervisor using the approved overtime form, shall be entitled to be paid or bank overtime worked at straight time. Any overtime hours worked that are in excess of 44 hours per week up to the maximum of 48 hours per week shall be paid or banked at one and one-half (1.5) times their regular hourly rate.

Overtime should be kept to a minimum and should not become a daily part of an employee’s work week.

All overtime worked must be pre-authorized by an employee’s Supervisor in order to be eligible. Employee’s must fill out the Overtime form (Appendix A) and submit for approval of overtime.

Employees will receive compensating time off in lieu subject to the following:
Human Resources – Non-Union Overtime cont’d

- Time off in lieu of payment will be at a time mutually agreed upon by the employee and the employee’s supervisor and will not deny other employees of vacation entitlement;

- Employees will not hold more than two weeks of time in lieu in their bank at any given time. If the ceiling of two weeks is reached, no additional overtime shall be accumulated until the bank is under the ceiling. The CAO shall have the discretion to raise the ceiling in extenuating circumstances:

- Employees will not carry over any banked time from one year to the next. A request to carry-over lieu time must be authorized by the CAO.

Senior Management

Senior Managers are not eligible for overtime payments for any time worked outside of their normal working hours.

However, recognizing that overtime is inevitable and must be worked by those in senior management positions, an employee who is not eligible for overtime payment will be granted a maximum of one week of authorized leave with pay each year, at a time to be arranged between the employee and the CAO, in accordance with the Town’s Vacation Policy. Department Heads will be responsible to ensure that eligible employees work the amount of overtime sufficient to qualify for the authorized leave with pay. This additional one week cannot be carried forward except in exceptional cases with the authority of the CAO. In the event employment is terminated, whether voluntary or involuntary, the balance in the in-lieu of overtime bank will be pro-rated based on the number of hours worked to the last day actually worked, to a minimum of one hour.
Human Resources – Non-Union Overtime cont’d

STAFF- NON-UNION
Overtime Form
Upon approval, submit to Payroll

Please Note: All overtime must be pre-authorized by your direct Supervisor.
Any claim for overtime that was not pre-authorized will be denied.
As per Human Resource Policy #HR-700-13

| Name: |
| Direct Supervisor: |
| Date Overtime Worked: |
| Rationale: |

<table>
<thead>
<tr>
<th>Time</th>
<th>Number of Hours Worked</th>
<th>Total Hours @ Straight Time</th>
<th>Total Hours @ 1 ½</th>
</tr>
</thead>
</table>

| Signature of Employee: |
| Signature of Direct Supervisor: |
| Approved: |
| Date: |
Human Resources – Non-Union Staff – Salary Administration

Policy

The Town is committed to a policy of salary administration which is internally and externally competitive and equitable and that also recognizes and encourages individual performance. Salary administration for non-union staff is an effective part of the Town’s management process, therefore, the salary structure and its use must not become restrictive.

Objective

To provide guidelines for ongoing salary administration and direction to management and non-union staff as to how the non-union salary grids will be managed.

Procedure

Salary Structure and Rate Ranges

The salary structure and rate ranges shall be those approved by the CAO and the Town Council from time to time and will be based on the established job evaluation tool.

Cost of Living Adjustments

Annual cost of living adjustments are necessary to maintain an equitable compensation system for non-union employees; it assists with reducing the compression between unionized and non-unionized positions and provides an annual increase that is fair.

Annual adjustments to non-union rates will mirror the percentage increase awarded to CUPE as per the current Collective Agreement.

All adjustments will be effective January 1st of each year.
Human Resources – Non-Union Staff – Salary Administration cont’d

Classification

The various steps in the grid are meant to represent the following:

- Steps 1 and 2 – Training and Orientation Phase
- Steps 3 and 4 – Skill and Education Development
- Step 5 – Represents the Full Job Rate, with the employee capable of performing all related tasks as outlined in their respective job descriptions.

An employee will normally start at the first step or minimum rate on the salary range for his/her position unless otherwise approved by the CAO (Town Council when dealing with the CAO).

Salary Step Increases

No progression on the salary schedule shall be automatic but rather by recommendation of the Manager and approval of the CAO (Town Council when dealing with the CAO) at his/her discretion based on a positive performance review, and having achieved at least 80% or more of their goals and objectives as set at the previous performance review.

Performance reviews will be done during probationary periods, and at a minimum annually on or before November 30th each year, with any relative annual increase being effective on following anniversary date. This will provide ample opportunity for the financial impact of any salary changes to be accommodated in the subsequent year’s annual operating budget. Probationary increases will be relative to positive performance reviews at the end of the given probationary period agreed to in their Offer of Employment.

Acting Pay

When an employee is in an acting position they will receive the minimum rate within the salary range of the higher paid position, which affords an increase in pay. The employee will return to their regular rate of pay upon the completion of their acting assignment. An acting assignment must be approved by the CAO for all positions or Town Council when dealing with the CAO position, before it commences.

Eligibility for Acting Pay is for any assignment in excess of two (2) weeks.
Human Resources – Non-Union Staff – Salary Administration cont’d

Reclassification

When an employee is promoted to a higher paid position, the employee shall receive the minimum rate within the salary range of the higher paid position, which affords an increase in pay.

When an employee voluntarily moves to a lower paid position, the employee shall be paid a salary that does not exceed the maximum of the new salary range.

When an employee is involuntarily demoted to a lower paid position for cause, or due to performance related issues, the employee shall be paid a salary that does not exceed the maximum of the new salary range.
Human Resources – Dispute Resolution

Policy
Where a dispute arises over the interpretation or application of any provision in the Non-Union Conditions of Employment policies or any other employment matter it requires a procedure to ensure the matter is dealt with consistently and promptly.

Objective
To ensure employees can bring forward issues arising from the interpretation or application of any provision in the Non-Union Conditions of Employment.
To ensure follow-up to these concerns as required.

Procedure
In a situation where a dispute arises over the interpretation or application of any provision in this policy or any other employment matter, the CAO, or designate, shall adjudicate with the decision binding on all concerned.

Employees who bring forward complaints and/or problems should not have reason to feel threatened or guilty for making such complaints known.

Prior to filing a formal complaint, an employee is encouraged to discuss his/her concern with the individual(s) with whom he/she has the complaint.

If the employee’s concern is not addressed, then the employee can submit a formal complaint using the procedure outlined below:

An employee having cause for complaint shall first discuss the matter with their Supervisor. The Supervisor and the Department Head shall hear, or receive the complaint within seven (7) calendar days of the occurrence giving rise to the complaint. If the employee reports directly to the CAO the complaint may be heard by the Mayor or two members of Council.
Human Resources – Dispute Resolution cont’d

The Supervisor and the Department Head shall investigate and provide a written response of their decision within seven (7) calendar days of hearing the complaint.

In the event that the Supervisor and the Department Head fails to respond within the time specified, or the Employee is dissatisfied with the ruling of the Supervisor and the Department Head, the Employee may file their complaint with the CAO within fourteen (14) calendar days.

The CAO shall hear or receive the grievance within seven (7) calendar days of being requested. If the Employee reports directly to the CAO the grievance may be heard by the Mayor or two members of Council.

The CAO (or Committee of Council if complaint is in regards to CAO) shall provide a written response to the Employee of their decision within seven (7) calendar days of hearing the complaint.

In the event that the CAO fails to respond with the time specified, or the response is not satisfactory to the Employee, that Employee may submit her or her complaint to the Mayor or 2 members of Council within fourteen (14) calendar days.

Council shall hear the complaint within fourteen (14) calendar days of receipt of the complaint and communicate in writing their decision in the matter within seven (7) calendar days of hearing the complaint.

Any time limited specified in the procedure may be extended by the consent of both parties.

The Employee may be accompanied by a representative (at his/her expense) at any of the foregoing meetings.

Should the Employee be dissatisfied with the decision of Council, the Employee then shall have leave to pursue the matter at his or her expense through the civil court system provided by the Province of Ontario.
Human Resources – Merger or Amalgamation

Policy

The employer agrees that in the event that the Municipality is merged or amalgamated with another municipal government, that prior to such merger or amalgamation the employer will develop an agreement that will address the following for non-union employees:

- Transfer of pensions

- Sick leave

- Severance for those Employees not offered employment in the new municipality

- Vacation and lieu time
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Section 200

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Human Resources Policies & Procedures Manual

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STAFF REPORT TO COMMITTEE OF THE WHOLE

June 18, 2018

From: Matthew Armstrong, CAO/Treasurer & Kimberley Casselman, Director of Administration/Clerk

RE: Private Transportation Company By-law

Recommendation:

That Committee of the Whole receive this report for information and forward the by-law for licensing, regulating, and governing Private Transportation Companies in the Corporation of the Town of Prescott, to the Council meeting of June 25, 2018 for final consideration and approval.

Background / Analysis:

At the Committee of the Whole meeting of June 4, 2018, Angela Smale presented a proposal regarding providing shuttle/bus service to the residents of Prescott. Council directed staff to bring forward the necessary by-law for licensing, regulating, and governing such service in the Town of Prescott.

The proposed by-law is largely based on the Town’s current taxi by-law in order to ensure consistency and fairness. The proposed by-law requires that Private Transportation Companies in Prescott are adequately licensed and meet all relevant legislation including the Public Vehicles Act, the Highway Traffic Act, the Employee Standards Act, and the Occupational Health and Safety Act of Ontario.

The following information is a brief summary of some of the pertinent stipulations listed in the proposed by-law:

Private Transportation Company (PTC) licensing will be managed by the Town’s By-law Enforcement Office and overseen by the Prescott Police Services Board. This is consistent with the Town’s licensing of taxicab companies.
Every PTC will be required to submit a complete application package in order to obtain a PTC Owner’s License. This application will include submitting predefined PTC route stop points, including hours and days of operation in the Town of Prescott and beyond.

PTC Owners will also be required to obtain a Public Vehicle Operating License issued by the Ontario Highway Transport Board. If a PTC vehicle has capacity for more than nine passengers, a Commercial Vehicle Operator’s Registration (CVOR) certificate will be required from the Ministry of Transportation.

The maximum number of PTC Owner’s licenses granted will not exceed two. Each PTC Owner will only be permitted to operate one in town route and up to four routes that leave Town of Prescott boundaries.

Prior to the issuance of a PTC Owner’s License, the owner’s vehicles will be visually inspected by the Town’s By-law Enforcement Officer. A valid Ministry of Transportation Safety Certificate will be required for each vehicle.

Every Private Transportation Company will have to obtain and maintain Commercial General Liability insurance subject to limits not less than five million dollars ($5,000,000.00). Such Commercial General Liability policy shall be in the name of the PTC, and the Town of Prescott shall be named as an additional insured.

Each PTC Driver will also require a license issued by the Town. PTC drivers must hold a valid license for the size and type of PTC vehicle in their operation, issued by the Ministry of Transportation. PTC drivers will also be required to keep service route records during their shifts, which will be examined by the By-law Enforcement Officer periodically. Both PTC owners and drivers will have to submit a Vulnerable Sector Check and a Driver’s Record/Abstract from the Ministry of Transportation. These two pieces of documentation will also have to be resubmitted annually with the license renewal application.

**Financial Implications:**

There is no financial aid being requested to support this initiative from the Town of Prescott. There will be a minor increase in revenue from the licenses required to be obtained by the provider(s).
Attachments:

- Draft By-Law – A By-Law for licensing, regulating, and governing Private Transportation Companies in the Corporation of the Town of Prescott

Original signed by

Matthew Armstrong
CAO/Treasurer

Original signed by

Kimberley Casselman
Director of Administration/Clerk
THE CORPORATION OF THE
TOWN OF PRESCOTT

BY-LAW NO. xx-2018

A BY-LAW FOR LICENSING, REGULATING, AND GOVERNING PRIVATE TRANSPORTATION COMPANIES IN THE CORPORATION OF THE TOWN OF PRESCOTT

Being a by-law licensing, regulating, and governing Private Transportation Companies in the Corporation of the Town of Prescott

WHEREAS pursuant to paragraphs 6, 8, and 11 of Subsection 10(2) of the Municipal Act, 2001, S.O. 2001, Chap. 25, as amended, a municipality may pass by-laws for the health, safety and well-being of persons, and for the protection of persons and property, including consumer protection, in addition to business licensing; and

WHEREAS pursuant to Subsection 8(3) of the Municipal Act, 2001, the by-laws of a municipality may regulate or prohibit regarding a certain matter, and may require a person to do certain things or provide for a system of licenses respecting that matter; and

WHEREAS Section 151 of the Municipal Act, 2001, authorizes a municipality to license, regulate and govern any business carried out wholly or partly within the municipality; and

WHEREAS the Council of the Corporation of the Town of Prescott has determined that it is appropriate and desirable to license Private Transportation Companies for the purposes of ensuring the health and safety of both passengers and drivers, for the protection of persons and property, to ensure consumer protection, and to ensure that efficient transportation services are available to all persons within the Town of Prescott;

THEREFORE the Council of the Corporation of the Town of Prescott enacts as follows:

1. That Schedule A, (Private Transportation Company (PTC) Policy and Licensing Forms), forms part of this by-law.
2. That this by-law shall come into force and take effect upon being passed by Council.

3. That should any other existing by-laws, resolutions, or actions of the Corporation of the Town of Prescott be deemed to be inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.


____________________________  ______________________________
Mayor                          Clerk

READ A THIRD AND FINAL TIME AND PASSED THIS 25th DAY
OF JUNE, 2018.

____________________________  ______________________________
Mayor                          Clerk
DEFINITIONS

For the purposes of interpreting the provisions set forth in this by-law, the following definitions shall apply:

a) “Applicant” shall mean the person who makes the application for a License issued hereunder;

b) “Board” shall mean the Town of Prescott Police Services Board;

c) “By-Law Enforcement Officer” shall mean the By-Law Enforcement Officer for the Town of Prescott or his designate;

d) “Licensee” shall mean the person holding a license as issued under the provisions of this by-law;

e) “Licensing Officer” shall mean the Chief Administrative Officer of the Town of Prescott or his delegate;

f) “Private Transportation Company (PTC)” means any person that offers, facilitates, or operates predefined route transportation for compensation, from a predetermined route stop point in the Town of Prescott to any predetermined route stop point within or beyond the Town of Prescott.

g) “PTC Driver” means an individual who is affiliated with a Private Transportation Company to transport passengers for compensations using a PTC Vehicle;

h) “PTC License” means a license issued to a Private Transportation Company under this by-law;

i) “PTC Vehicle” means a motor vehicle with a capacity to carry a minimum of eight (8) passengers, plus the driver, that is used by a PTC Driver to provide predetermined transportation services that are offered or facilitated by the Private Transportation Company.
j) “PTC Owner” shall mean the person licensed under this by-law as the owner of a Private Transportation Company and registered as the owner of the motor vehicle according to the records maintained by the Registrar of Motor Vehicles for the Province of Ontario;

k) “Passenger” shall mean any individual in a PTC Vehicle other than the driver;

l) “Person” shall include an individual, a business entity, a partnership or a corporation;

m) “Route” means a predetermined service route with predefined stops that PTC vehicles cannot diverge from without prior submission of the revised route to the Town.

n) “Service Animal” shall mean an animal that is a service animal for a person with a disability,
   • If it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
   • If the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability;
   • And shall include a guide dog as defined in section 1 of the Blind Persons Rights’ Act.

o) “Town” shall mean the Corporation of the Town of Prescott;


GENDER AND NUMBER

In this by-law, unless the contrary intention is indicated, words used in singular shall include the plural and words used in the male gender shall include the female gender and a corporation or vice versa where applicable.
PART I GENERAL PROVISIONS

DUTIES OF THE BY-LAW ENFORCEMENT OFFICER

GENERAL

1. The By-Law Enforcement Officer shall:
   
   a) have supervision over all persons, PTC vehicles and equipment used or owned by persons licensed under this By-Law;
   
   b) enforce the provisions of this By-Law;
   
   c) prosecute all persons who offend against contravention of any provisions of this By-Law;

ADMINISTRATION

1. The duties of the By-Law Enforcement Officer, or designate, under this By-Law include:
   
   a) Furnish application of license forms, photo identification/license/cards required by this By-Law;
   
   b) Review and investigate all applications submitted for any and all licenses and shall retain the right, subject to the Board's approval, to issue, suspend or revoke any license in accordance with the provisions of this By-Law;
   
   c) Monitor testing of all new license applicants to ensure compliance with the provisions of this By-Law;
   
   d) Issue and sign licenses and ensure licensees receive a copy of this By-Law, a photo identification/license card, license card.
   
   e) Collect licensing fees and keep an account of all money received on licenses, and pay the same over to the Town Treasurer quarterly, and deliver to him/her a statement of such monies.
   
   f) Maintain a register of all licenses issued under this By-Law.
   
   g) Inspect and satisfy himself as to the sufficiency, cleanliness, repair and condition of any PTC vehicle or its equipment in respect of which a license is applied for or has been issued under this By-Law.
h) Provide the Board with investigative results in relation to applications, revocations, suspensions and recommendations on licensing in accordance with this By-Law.

i) Suspend, at their discretion, any license for two (2) weeks or until the next meeting of the Board, and upon suspending any licenses shall notify the Board as to the suspension.

j) Report to the Board the performance of his duties under this By-Law whenever required or requested by the Board.

k) Ascertain from time to time as often as may be required by the Board whether the licensees and their equipment continue to comply with the provisions of the law and of this By-Law.

PART II ADMINISTRATION AND APPEALS

DUTIES OF THE POLICE SERVICES BOARD

a) The Board shall retain the right to issue, suspend, or revoke licenses in accordance with the provisions of this By-Law.

b) The Board may issue a license at its discretion.

c) The Board may revoke or suspend any or each of the license(s) held by a licensee in the public interest and without limiting the generality of the foregoing:

i) For any of the circumstances referred to in Part III, Section 6, subsections a, b, c, d, of this By-Law;

ii) Any violation of any of the provisions of this By-Law;

iii) The conduct of the licensee affords reasonable grounds for the belief that the licensee has not carried on, or will not carry on, his trade, business or occupation in accordance with law or with integrity and honesty, or;

iv) The conduct of the licensee or other circumstances afford reasonable grounds for the belief that the carrying on of the business has infringed or would infringe, the rights of members of the public, or has endangered, or would endanger, the health or safety of members of the public; or
v) Any other reasonable grounds which the Board may consider.

vi) In addition to any of the grounds set out in this By-Law for the suspension, revocation, renewal or refusal of licenses, the Board may, upon application of the By-Law Enforcement Officer, suspend, revoke or refuse a license, in the public interest, at its discretion, for reasonable grounds.

d) The Board may suspend a license for cause for any period that is less than the unexpired part of the period for which it was issued in lieu of revocation as provided for in this Part.

e) In addition to any grounds set out in this By-Law for the suspension, revocation, renewal, or refusal of licenses, the Board may, upon application of the By-Law Enforcement Officer, suspend, revoke or refuse a license, in the public interest, at its discretion.

f) Upon receipt of a report to suspend, revoke or refusal in the first instance, the Board shall determine the time and date of the hearing which shall be at least fourteen (14) days hence and give notice of its determination to the By-Law Enforcement Officer and the By-Law Enforcement Officer shall forthwith give notice in writing to the licensee. Said notice;

i) is to indicate the time, date, place, and purpose of the hearing; and

ii) that if the licensee does not attend the hearing, the Board may proceed in his absence and he will not be entitled to any further notice;

iii) that it be served personally or by registered mail to the licensee at his address last known to the By-Law Enforcement Officer and;

iv) where the good character, propriety of conduct or competence of a licensee, if an issue, contains reasonable information of any allegations with respect thereto.

g) The By-Law Enforcement Officer shall forthwith transmit to the Board copies of all information relating to the licensee.

h) The applicant or licensee is entitled to be represented at the review hearing by legal counsel or other agent and is entitled to produce evidence, submit arguments in support of their cause, and to cross-examine any witness.
i) The Board is entitled to be represented at the review hearing by legal
counsel or other agent and the By-Law Enforcement Officer is entitled to
produce evidence, submit arguments in support of their cause, cross-
examine any witnesses and reply to evidence and arguments of the
applicant or licensee.

j) At the review hearing, the onus shall be on the By-Law Enforcement
Officer to demonstrate to the satisfaction of the Board that the applicant
or licensee is not entitled to the issuance or renewal of the license sought.

k) The Board shall hear and determine the matter and may revoke, suspend,
issue or renew a license subject to such conditions as it deems fit. The
Board shall notify the By-Law Enforcement Officer of their decision. The
By-Law Enforcement Officer shall forthwith notify the applicant or licensee
by delivering a copy of the decision, personally or by registered mail to
his address disclosed on the application.

l) If any Section, subsection, clause or Part of this By-Law is or are declared
by any court of law to be void, illegal, or ultra vires, such section,
subsection, clause, or part shall be deemed to be severable and all
remaining provisions hereof are declared to be separate and independent
and enacted as such.

PART III LICENSES

1. Every person who owns or operates a Private Transportation Company
shall obtain a PTC Owner’s License under this By-law.

2. A PTC Owner’s License issued under this By-law is not transferrable.

3. Every person who acts as a PTC Driver for a Private Transportation
Company shall obtain a PTC Driver’s License. PTC Driver’s Licenses
issued under this By-law are not transferrable.

4. Applications for licenses issued under this By-Law may be found in the
following:
   a) PTC Owner’s License Form X herein
   b) PTC Driver’s License Form X herein
   c) PTC License Renewal Form X herein

5. No person shall provide false, misleading, or incorrect information for the
purpose of securing any license issued pursuant to this By-Law.
addition to any other penalty imposed, it may disqualify the applicant in securing a license and the fee paid on any such application shall be non-refundable and shall be used to offset the cost of the investigating and processing of the applicant.

6. No applicant shall be considered for a license unless and until the By-Law Enforcement Officer is satisfied that:

a) The Applicant has not been found guilty of an offence under the Criminal Code of Canada, or an offence under the Controlled Drugs and Substances Act (The Narcotic Control Act), within;
   
   i) three (3) years for a summary conviction offence or
   ii) five (5) years for an indictable offence.

b) The Applicant has not been found guilty of any sexual offence under the Criminal Code of Canada or any crime of violence.

c) The Applicant has not been found guilty of an offence under the Liquor License Act of Ontario pertaining to the illegal sale or purchase of liquor within the preceding three (3) years.

d) In the case of any applicant who is applying or renewing a license, the applicant must not be subject of any outstanding criminal charges or warrants in any jurisdictions.

7. Notwithstanding Section 5, but subject to Section 6, the following may apply:

a) An applicant who has been found guilty of a criminal offence and received an absolute discharge may be granted a license.

b) An applicant who has been found guilty of a criminal offence and received a conditional discharge, pardon and/or suspended sentence may be granted a license on condition that it be reviewed after a period of six months.

8. No applications for PTC driver's licenses will be accepted for reinstatement or issued in the first instance, for a period of 12 months following the reinstatement of a person's driver's license that has been suspended or canceled as the result of a conviction for a breach of one of the driving sections of the Criminal Code of Canada.

9. Applicants for PTC driver's licenses shall possess a valid Ontario Driver's License void of any restriction that would prohibit operation of a PTC vehicle, and is not a probationary driver, nor a Class G1 or G2 driver. Every driver must hold a valid license for the size and type of PTC vehicle in their
operation, issued by the Ministry of Transportation.

10. Applicants for any license issued under this By-Law shall be at least 19 years of age, be of good character and habits, and shall submit the following with their application:

a) Vulnerable Sector Check with initial license application
b) Drivers’ Record/Abstract from Ministry of Transportation
c) Both a) and b), at the responsibility of the applicant and licensee, every year with the license renewal

11. Where application is made by an incorporated body for the issuance of a PTC owner’s license, the application must be accompanied by an Affidavit of the Secretary of the incorporated body, which Affidavit sets forth the following, together with the application form:

a) the exact name of the corporation
b) the date of incorporation
c) whether incorporated under the laws of Ontario or Canada.

12. An applicant that is refused a license shall receive such refusal in writing, with said notice to be served personally or by registered mail to the applicant at the address shown on the application.

13. An applicant in receipt of a notice of refusal may file an application, in writing to the Board for a review, as prescribed in Part II, of this By-Law.

14. Notwithstanding any other provisions of this By-Law every license/card issued under this By-Law shall remain the sole and exclusive property of the Board.

15. Every licensed applicant, upon being issued with a renewed license/card, shall return to the By-Law Enforcement Officer, the expired license or card as the case may be.

16. Every applicant for licenses under this By-Law, or renewal of licenses, shall pay the fees provided in this By-Law.

17. A license that is suspended, canceled or revoked by the By-Law Enforcement Officer, is subject to an appeal to the Board by the person feeling aggrieved.

18. Every license granted under this By-Law, unless sooner revoked or canceled shall expire on the 28th day of February next, after the date of issue thereof.

19. Where the time for doing an act under this By-Law expires on a Saturday,
Sunday or on a statutory holiday, the act may be completed on the next work day.

20. Where a license holder is seeking to renew their license and has not submitted the renewal application prior to the expiry date of their current license, any subsequent application submitted shall be considered to be a new application for a license and the applicant must therefore comply with the application procedures and pay the required fee set out in this By-Law. The By-Law Enforcement Officer may in extenuating circumstances allow a delay of not more than thirty (30) days, with a renewal of such license.

21. In the event that the license holder does not wish to renew their license or fails to renew within fourteen (14) days after the expiry date of their current license, then the number plate and license(s) shall be forfeited and returned immediately to the Board.

22. No license issued under this By-Law shall be transferable.

23. Where, in accordance with the limitation set out in Part III, Sections 26 and 27 of this By-law, there is no further license available, a person seeking a license may apply to be placed on a waiting list and such application shall be accompanied by the fee prescribed in this By-Law.

24. Every lost, stolen or damaged license shall be reported to the By-Law Enforcement Officer forthwith. Replacement licenses may be issued upon payment of the fee as set out in this By-Law.

25. Every person licensed under this By-Law shall, upon changing his address, notify the By-Law Enforcement Officer, in writing, within six (6) days and give his new address.

26. The maximum number of PTC Owner’s licenses shall not, at any time, exceed one (1) license for every two thousand (2,000) persons residing in the Town of Prescott.

27. a) The maximum number of PTC Owner’s licenses in the Town of Prescott shall not exceed two (2).

b) A PTC Owner shall not possess more than 50% of the PTC License allocation.

c) Each PTC Owner shall only operate one (1) in town route and up to four (4) routes that leave Town of Prescott boundaries.
PART IV OWNERS' REGULATIONS

1. No person shall act as a PTC Owner to whom this By-Law applies without a license from the Board and such PTC Owner shall, upon making application for his license, pay the fee as prescribed in this by-law. The application for such license is found in this by-law.

2. No person shall be granted an Owner's license until he satisfies the Board that he can and will provide satisfactory, dependable service to the public.

3. An Owner may not be entitled to the keeping or renewing of a license under this By-Law subject to:
   a) the provisions of part II, subsections b, c, d, e, f, g, of this By-Law;
   b) Take, consume, be under the influence of, or have in his or her possession (except in accordance with the Liquor License Act) any alcohol, drugs, or other intoxicants, nor shall the use thereof by him/her be apparent.

4. Every owner shall:
   a) Obtain a Public Vehicle Operating License issued by the Ontario Highway Transport Board.
   b) Obtain a Commercial Vehicle Operator’s Registration (CVOR) certificate if the vehicle has capacity for more than 9 passengers.
   c) Submit predefined PTC route stop points, including hours and days of operation, to the By-law Enforcement Officer, as part of their application.
   d) Ensure that all PTC vehicles dispatched by him and all drivers thereof are fully licensed and have complied with the requirements of The Highway Traffic Act and this By-Law.
   e) Make out and deliver to the By-Law Enforcement Officer on an annual basis a list of the vehicles owned by the Owner, and the names and numbers of all drivers.
   f) Notify the By-Law Enforcement Officer in writing within ten (10) days of any additions or deletions from the list provided.
   g) Take reasonable steps to ensure that all employees behave civilly and courteously in the performance of their duties.
h) Be responsible for keeping a daily record of the date, origin, and destination of each route, the name of the driver and the license number of the PTC vehicle, and the number of riders per each route. These records shall be sent to the By-Law Enforcement Officer on a weekly basis and shall be retained for 12 months.

i) Maintain a list of all complaints received concerning PTC service provided to the Owner including, with respect to each complaint, the following information:

   i) Name and PTC driver's license number of the driver involved.

   ii) Name of the person from whom it was received, and

   iii) A brief description of the allegations contained therein.

   iv) Submit, on a weekly basis to the By-Law Enforcement Officer, completed reports, including the outcome of such complaints.

5. File, with the By-Law Enforcement Officer, a list of the PTC owner rules and procedures.

6. Post a copy of this By-Law in a conspicuous location and accessible to all drivers and will ensure that all employees are familiar and abide with the requirements of this By-Law.

7. Owners are, at all times, to ensure compliance with the applicable human rights legislation, failure of which may result in an investigation, hearing, and possible suspension or revocation of their license.


9. The owner of any PTC to which this By-Law applies shall not use or operate the same or allow the same to be used or operated, without a license from the Board which said license is found in this by-law, and such owner, upon making application for his license, shall pay the required fee as prescribed in this by-law.

10. No PTC Owner, either directly or indirectly shall be granted more than one license and he will satisfy the Board that he can and will provide a satisfactory service to the public for the license issued, this includes a plan to provide regular service as soon as possible.
11. Every owner shall ensure that every driver, and every other person involved in the operation of their PTC vehicle is fully licensed and complies with requirements of The Highway Traffic Act and this By-Law.

12. An owner may not be entitled to the keeping or renewing of a license under this By-Law, subject to the provision of Part II, sections a, b, c, d, e, f and g, of this By-Law;

13. Every Private Transportation Company agrees to indemnify and save harmless the Town of Prescott, its employees and agents from any and all claims, demands, causes or action costs or damages howsoever caused that the Town may suffer, incur or be liable for resulting from the issuance of a license under this by-law or from the performance or non-performance of the Private Transportation Company under this by-law whether or not such performance or non-performance arises with or without negligence on the part of the Private Transportation Company, its employees, directors or agents.

14. Every Private Transportation Company shall obtain and maintain while license under this by-law the following minimum insurance requirements:

   a) Commercial General Liability insurance subject to limits not less than Five Million Dollars ($5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use, that includes: blanket contractual liability; premises, property and operations liability; products and completed operations liability; contingent employers liability; personal injury, owners and contractors protective coverage; broad form property damage; occurrence property damage, employees as additional insured, and cross liability and severability of interest provision.

   b) Such Commercial General Liability policy shall be in the name of the Private Transportation Company, and the Town of Prescott shall be named as an additional insured.

15. Every licensed owner shall file with the By-Law Enforcement Officer at least five (5) working days prior to the expiry date of the current insurance policy all insurance renewal policies of insurance. A copy of the renewal shall be forwarded to the By-Law Enforcement Officer.

16. Every owner's license shall expire and become void upon the termination of the said policy. The owner shall forthwith remove the PTC number plate and return or relinquish it to the By-Law Enforcement Officer.
17. At the time of issue of a license to an owner of a PTC, such owner shall be supplied with the appropriate number plate, or validation tag, as supplied by the Board, for each vehicle for which such owner is licensed. In case of the number plate, it shall be securely attached to the front grill of the vehicle for which it was issued and shall be plainly visible. The number plate shall not be removed or used for any other vehicle except as provided under Section 19 hereof. In case of a validation tag, it shall be attached to the upper left corner of the number plate for which it was issued and shall not be removed or used on any other plate.

18. Notwithstanding any other provisions of this By-Law all number plates, validation stickers issued under this By-Law shall remain the sole and exclusive property of the Board.

19. Every owner who disposes or temporarily replaces his vehicle in respect of which he has been licensed shall be responsible to remove such plate from such vehicle and surrender it to the By-Law Enforcement Officer, unless he acquires another vehicle to replace the one so disposed of, in which case, he shall submit such new vehicle to the By-Law Enforcement Officer for inspection and if approved the transfer of all pertinent licenses and number plate.

20. The making of a false or intentionally misleading recital of fact, statement or representation in such agreement, shall be deemed a violation of the provisions of this By-Law.

21. If an owner does not provide regular service or discontinues his PTC service for a period exceeding fourteen (14) days or allows a final judgment recorded against him for damages arising from the operation of a PTC vehicle to remain unsatisfied for fourteen (14) days, his or her license will be suspended. If such regular service discontinuance or final judgment continues for a period exceeding thirty (30) days, the By-Law Enforcement Officer may revoke such license but such decision shall be subject to the appeal provisions described in Part II of this By-Law.

22. In the event of the death of the holder of an owner's license, the estate of the deceased shall report it to the By-Law Enforcement Officer within fifteen (15) days of the date of death. The estate shall have a period of one (1) year within which to arrange for continuance of the business without the appropriate license being suspended or cancelled.

23. Every owner shall, within 24 hours; repair any defect(s) in the vehicle as reported to them by a licensed driver or the By-Law Enforcement Officer, and
the motor vehicle will not be operated until such repairs have been made. Holidays and weekends will not be counted for purposes of determining the 24-hour period aforesaid. If defect concerns the safety of any person, then the vehicle will be removed from service immediately.


25. The owner shall notify the By-Law Enforcement Officer within twenty-four (24) hours upon replacement of the Provincial License Plate(s) for any PTC vehicle, due to loss or theft.

26. The owner shall notify the By-Law Enforcement Officer within twenty-four (24) hours upon any loss or theft of any number plate(s) issued in accordance with this By-Law.

27. Every owner of one or more licensed PTC vehicles operated by others shall file, in writing, with the By-Law Enforcement Officer, the name and address of each licensed driver employed by him, and shall within two (2) days advise the By-Law Enforcement Officer of all changes in his staff or licensed drivers.

28. An owner's vehicle, to be licensed by the Town, shall be submitted for visual inspection by the By-Law Enforcement Officer and the owner shall produce satisfactory proof that, in the case of a PTC vehicle, the vehicle:

i) has a manufacturer's rated seating capacity of not less than 9 and, including the driver. If the vehicle has more than 9 passengers, a Commercial Vehicle Operator's Registration (CVOR) certificate is required, issued by the Ministry of Transportation;

ii) shall comply with all seatbelt requirements and regulations, as determined by the Government of the Province of Ontario;

iii) possesses no less than two (2) exit doors;

iv) is equipped with at least 5 serviceable tires, one of which shall be available as a spare and each shall comply with The Highway Traffic Act Tire Standards and Specifications, R.R.O. 1990, Reg. 625, as may be amended: and

v) has a valid Safety Certificate issued for the motor vehicle;

vi) has a heater in good working order; and

vii) has an Emergency First Aid Kit and an Emergency Road Kit.

29. Every owner of a licensed PTC vehicle shall, on the 1st day of March of each year, provide the By-Law Enforcement Officer with a certificate of mechanical fitness for the vehicle, or each of the vehicles owned and used by the owner.
30. No person shall prevent the By-Law Enforcement Officer from inspecting a PTC vehicle that is not engaged, for the purpose of satisfying himself as to the sufficiency, cleanliness, repair, and condition of any vehicle or its equipment in respect of which a license is applied for or has been issued under this By-Law and to that end, may give a PTC owner or driver written notice requiring such owner or driver, at their own expense, cause any vehicle and require the PTC owner to obtain an Ontario Ministry of Transportation Safety Standards Certificate.

31. The Ontario Ministry of Transportation Safety Standards Certificate provided must be verified to the satisfaction of the By-Law Enforcement Officer. If it is determined that the said Safety Standards Certificate is false or was fraudulently obtained or issued, the By-Law Enforcement Officer may suspend or revoke the owner's license and number plate for cause. In such an event the By-Law Enforcement Officer, or the Board, shall not be required to comply with the suspension and revocation procedures described in Part II, of this By-Law.

32. The owner of every licensed PTC vehicle shall at all times keep the same in a clean and sanitary condition and in good repair, and the By-Law Enforcement Officer may, upon breach of this provision, suspend the operation of such vehicle, until such time as the same has been put in a clean and sanitary condition and in good repair, and such owner shall thereupon cease to operate, or permit the operation of said vehicle.

33. Owners must assist the By-Law Enforcement Officer in his inquiry where a complaint has been made against an owner or driver and that complaint is being investigated.

34. Owners are, at all times, to ensure compliance with the applicable human rights legislation, failure of which may result in an investigation, hearing, and possible suspension or revocation of their license.
PART V PTC DRIVERS' REGULATIONS

1. Every driver should have a thorough knowledge of the duties of a PTC driver as set out in this By-Law and be prepared to submit to a written or oral test upon the request of the By-Law Enforcement Officer.

2. Every driver must hold a valid license for the size and type of PTC vehicle in their operation, issued by the Ministry of Transportation.

3. All drivers shall comply with the application and licensing requirements set out in this By-Law.

4. No person shall drive or act as a driver of any PTC vehicle to which this By-Law applies without having a driver's license issued from the By-Law Enforcement Officer and such person shall, upon making application for his license, pay to the By-Law Enforcement Officer the license fee prescribed in this by-law. The fee shall be an annual one and shall not be divisible.

5. Every Driver shall:

   a) Each day before commencing his shift and similarly at the end of each shift, shall examine the vehicle for mechanical, safety or sanitary defects to the vehicle and shall report forthwith any defects found to the owner of the vehicle.

   b) Ensure that the PTC vehicle is maintained in a clean condition as to its exterior and in a clean, dry and odor-free interior.

   c) Report forthwith to his employer any accident or collision in which he or a passenger was involved connected with the operation of the PTC vehicle.

   d) At the expiration of his shift, return the PTC vehicle to his employer and shall not at any time abandon the vehicle or permit any other person drive same.

6. Every driver while acting as such, shall:

   a) Be properly dressed, neat and clean in his person. Clothing shall be clean, and free from holes, tears, and odor in the material.

   b) Be civil, well behaved, and refrain from using profanity.

   c) Take due care of all property delivered or entrusted to them for conveyance of safekeeping, and immediately upon their termination of a route, shall
examine the interior of the PTC vehicle for any property lost or left therein, and all property or money left in the vehicle shall be forthwith delivered over to the person owning and if the person owning cannot at once be found, the driver shall deliver the property or money to the nearest police station with all the information in their possession regarding said property or money.

d) Shall not smoke in any PTC vehicle at any time.

e) Attend, forthwith at the Town Hall office to respond to any public complaints and/or investigations conducted by the By-Law Enforcement Officer on matters relating to this By-Law.

7. Every driver shall:

a) Give the name of the driver and the owner of the PTC vehicle upon request by any passenger, or by any person to whom or to whose property injury has been occasioned by himself or the PTC vehicle.

b) Accept as payment for the fare any one or a combination of the following;

   i) Canadian currency, or
   ii) any other method of payment acceptable to the PTC Owner

c) Keep a route record of all routes made by the PTC driver during a shift, and shall return it to the owner at the end of the shift. The route record shall contain the following information:

   i) date, name of the driver, and PTC vehicle number plate
   ii) the location of the route
   iii) make available his trip record and give full information thereof to the By-Law Enforcement Officer on being requested to do so.

8. Request the appropriate Police, Fire or Ambulance Service when they become aware that any member of the community is in urgent need of any of the above services.

9. A PTC driver's license issued under this By-Law shall be automatically revoked upon that driver's Provincial driver's license being expired, cancelled, suspended, disqualified or prohibited from driving a motor vehicle by reason of the legal suspension or cancellation in Ontario of their license to drive a motor vehicle or by reason of an Order made under the Criminal Code prohibiting them from driving a motor vehicle on
a highway in Canada, and, subject to Part III, Section 7, they shall not be entitled to again apply for a PTC driver's license until satisfactory proof is filed with the By-Law Enforcement Officer that such suspension, disqualification or prohibition has been terminated. Upon such revocation, the PTC driver's license shall be surrendered immediately to the By-Law Enforcement Officer.

10. When a PTC driver's license is revoked, notice may be delivered personally to the licensee or sent by registered mail addressed to the last known address provided by the licensee. The PTC driver's license must be surrendered to the By-Law Enforcement Officer immediately upon receipt of the said notice.

11. a) A driver may not be entitled to keeping or renewing of a license under this By-Law, subject to the provisions of Part II, subsections b, c, d, e, f, g, of this By-Law;

b) A driver, while on duty shall wear their identification card on their exterior clothing.

12. No Driver Shall:

a) Operate a PTC vehicle unless the motor vehicle being used has a current (validated) number plate affixed thereto and that the owner of the motor vehicle is licensed as such under this By-Law.

b) Take, consume, be under the influence of or have in his possession (except in accordance with The Liquor License Act) any alcohol, drugs or other intoxicants, nor shall the use thereof by him be apparent while he is in charge of such PTC vehicle.

c) Refuse a request for PTC service without sufficient cause. Sufficient cause shall be deemed to include previous unpaid fare(s) or disorderly conduct by the person so refused.

d) Refuse to provide service to an individual who is visually or hearing impaired or accompanied by a service animal while such animal is providing service as a guide for the visually or hearing impaired individual or physically challenged person.

e) Carry any passenger who is under the influence of any intoxicant while his PTC vehicle is occupied by a person who is not accompanying the person so under the influence.
f) Operate any PTC vehicle without having the owner's license displayed in plain view of the passenger, and shall produce the license for inspection when asked to do so by any passenger or the By-Law Enforcement Officer. The driver shall not be entitled to receive any fare or charge whatsoever for services unless said property is so displayed.

g) Knowingly drive a person whom he suspects has committed an offence against The Criminal Code of Canada and/or any Federal or Provincial Statutes and is attempting to avoid capture or detection.

h) Permit any immoral, indecent or disorderly conduct in his PTC vehicle.

i) Make any loud noise or disturbance or use obscene or abusive language, or annoy or insult any passenger or other person.

j) Allow any person, other than himself, to act as driver of the PTC vehicle of which he is in charge, except a licensed driver acting as a PTC driver trainee.

k) Obstruct or interfere with the surrounding traffic patterns.

l) While conveying a paying passenger, have in his PTC vehicle any person who is not a paying passenger other than a PTC driver trainee(s).

m) Carry in any vehicle a greater number of passengers than is set out in the manufacturer's rating of seating capacity for such vehicle, or the number of seats. Seat belts shall be administered as per The Highway Traffic Act.

n) Drive a vehicle with mechanical defects of which they are aware.

o) Drive a vehicle with luggage or any object placed in, hung on or attached to the vehicle or in such a manner as will obstruct the driver's view of the highway.

p) Drivers are, at all times, to ensure compliance with the applicable human rights legislation, failure of which may result in an investigation, hearing, and possible suspension or revocation of their license.
PART VI PTC LICENSING FEES

1. The annual fee for a PTC Owner's License shall be:
   a) $75 for the first vehicle, and
   b) $50 for each additional vehicle

2. The annual fee for a PTC Driver's License shall be $50.

3. The fee for the license plate shall be $25, of which $10 is refundable upon return.

PART VII PENALTY

Except as otherwise provided herein, or by Statute, any person convicted of a breach of any of the provisions of this By-Law, or any By-Law amending same, shall forfeit and pay, at the discretion of the convicting judge, a penalty not exceeding $2000.00 for each offence, exclusive of cost, and such fines are recoverable under the Provincial Offences Act.
PART VIII LICENSE FORMS

Form A – PTC Owner’s License/Renewal

Form B – PTC Driver’s License/Renewal
<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Item &amp; Action</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to January 2017</td>
<td>Finance</td>
<td>RFPs for Building Services, Banking and Audit Services</td>
<td>Banking fall of 2018</td>
</tr>
<tr>
<td>Prior to January 2017</td>
<td>HR</td>
<td>Employee Policies (banked hours, sick days, carryover, further education, etc.)</td>
<td>29/45 Reviewed and brought to Council. Remaining June 2018</td>
</tr>
<tr>
<td>January 9, 2017</td>
<td>CAO</td>
<td>Schedule an Economic Development Session &amp; Review of Strategic Plan</td>
<td>Will recommence with hiring of Economic Development Officer</td>
</tr>
<tr>
<td>January 23, 2017</td>
<td>CAO/Operations</td>
<td>Report and resolution of support re: Municipal Fire Service as Critical Infrastructure as part of the Province’s Infrastructure Strategy</td>
<td>July 2018</td>
</tr>
<tr>
<td>March 27, 2017</td>
<td>CAO/Clerk’s</td>
<td>Regional school closures and Wellington Elementary School Update</td>
<td>August 2018</td>
</tr>
<tr>
<td>April 3, 2017</td>
<td>Operations</td>
<td>Centennial Park Improvements</td>
<td>Part of Recreation Master Plan analysis and rollout</td>
</tr>
<tr>
<td>September 18, 2017</td>
<td>Operations</td>
<td>Traffic Light Removal</td>
<td>In consultation with OPP to determine timing given construction on 401</td>
</tr>
<tr>
<td>Date</td>
<td>Department</td>
<td>Item &amp; Action</td>
<td>Status</td>
</tr>
<tr>
<td>------------------</td>
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<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>September 18, 2017</td>
<td>Operations</td>
<td>Fire Hall Construction</td>
<td>Completion in Fall 2018</td>
</tr>
<tr>
<td>September 18, 2017</td>
<td>Operations</td>
<td>Street Sign Installation</td>
<td>Undertaking audit to determine which are outstanding</td>
</tr>
<tr>
<td>November 20, 2017</td>
<td>CAO</td>
<td>Canadian Empress docking</td>
<td>Reviewing guidelines and options. Report back fall 2018</td>
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<tr>
<td>March 5, 2018</td>
<td>By-Law</td>
<td>Animal Control By-law Update</td>
<td>Will commence with the hiring of CBO/BEO &amp; by-law inventory by Clerk</td>
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