

July 18, 2013

Report To: Mayor and Council

From: Patrick Briere, By-Law Enforcement Officer

Re: Limousine Agreement Request from Kevin & Lisa Pocock.

Council will recall at their meeting held July 8, 2013 that a request from Kevin & Lisa Pocock re: Limousine Agreement was referred to the Planning & Development Executive Committee for recommendation.

The purpose of this agreement is to permit 539989 Ontario Limited, Operating as North-Air Services to operate a limousine service and also is housekeeping in nature to provide for a more current agreement in place for limousine service(s) within The Town of Fort Frances.

Attached to this report is a copy of the proposed agreement and background materials.

The Planning & Development Executive Committee is recommending that Council enter into a new limousine agreement with 539989 Ontario Limited, Kevin & Lisa Pocock (Operating as North-Air Services).

Respectfully submitted



Patrick Briere
By-Law Enforcement Officer

Council approval of this report will: a) Direct that Corporation enter into a new limousine agreement with 539989 Ontario Limited, Kevin & Lisa Pocock (Operating as North-Air Services): b) Direct that a By-Law be created for limousine agreement.

TOWN OF FORT FRANCES TARIFFS

- 1. Group Transportation – Reservations Only**
- \$43.00 Per Hour
- 2. To/From Airport Transportation – Reservation Only**
- \$13.00 Per Passenger
- 3. Stretch Limousine – Group Transportation – Reservations Only.**
- Maximum Per Hour \$71.00

The foregoing rates are inclusive of the Harmonized Sales Tax (HST).

THE DRIVER/OWNER OF EVERY LIMOUSINE SHALL PLACE THIS TARIFF CARD IN A POSITION CLEARLY VISIBLE TO THE LIMOUSINE PASSENGER(S).

ALL LIMOUSINES SHALL AT ALL TIMES OPENLY DISPLAY IN A MANNER VISIBLE TO ALL PASSENGER(S)

- 1. The name of the Limousine Owner.**
- 2. Driver shall have Photo ID Card displayed.**

The Corporation of the Town of Fort Frances 274-5323



Administration & Finance Division
Civic Centre

Operations & Facilities Division
Fifth Street & Wright Avenue
Phone: 807-274-9893
Fax: 807-274-7360

Civic Centre
320 Portage Avenue
Phone: 807-274-5323
Fax: 807-274-8479
email: town@fort-frances.com



Planning & Development Division
Civic Centre

Community Services Division
740 Scott Street P9A 1H8
Phone: 807-274-4561

Mailing Address:
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

www.fort-frances.com

July 10, 2013

North-Air Services
539989 Ontario Ltd.
Attn: Kevin and Lisa Pocock
600 Scott Street
Fort Frances, Ontario
P9A 1H6

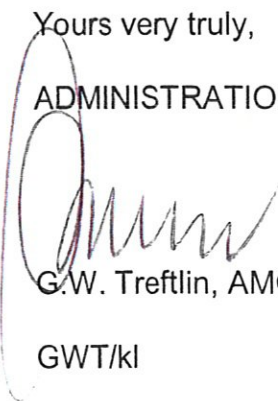
Dear Mr. and Mrs. Pocock:

At the recent meeting of Council held on Monday, July 8, 2013, the following resolution was approved:

"THAT the request dated June 25, 2013 from Kevin and Lisa Pocock re:
Limousine Agreement be referred to the Planning and Development Executive
Committee for recommendation."

Yours very truly,

ADMINISTRATION & FINANCE DIVISION



G.W. Treftlin, AMCT, Clerk

GWT/kl

c.c. Planning and Development Executive Committee
Attn: F. Flatt, Executive Committee Secretary
M. McCaig, CAO
P. Briere, By-Law Enforcement



NORTH-AIR SERVICES
539989 Ontario Ltd.
600 Scott Street
Fort Frances, Ontario P9A 1H6
Phone: (807) 274-5301 Fax: (807) 274-6360

June 25, 2013

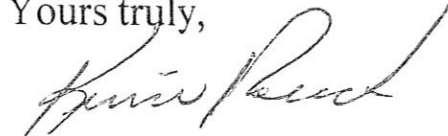
JUN 27 2013

Town of Fort Frances

Mayor and Council:

Upon review of the current Limo Agreement with the Town of Fort Frances and North-Air Services it has come to our attention that is registered in the previous owner Paul Bock's name. We are requesting that it be updated to the present owners Kevin and Lisa Pocock.

Yours truly,



Kevin & Lisa Pocock

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES
(Hereinafter referred to as the "Town")

- And -

539989 Ontario Limited
Kevin Pocock & Elisa Pocock
Operating as "North-Air Services"
(Hereinafter referred to as the "Operator")

WHEREAS the Operator has made application to operate a limousine service in the Town;

AND WHEREAS the Town, by resolution of Council passed (*insert date*) has approved the application in principle subject to a formal agreement and subsequent licensing;

NOW THEREFORE in consideration of the mutual covenant and agree:

1. The agreement is entered into pursuant to Town of Fort Frances By-Law #57/05, Section 16.39. Any contravention of the agreement is deemed a contravention of the By-Law.
2. In this agreement, the following words shall be interpreted to have the meanings as defined in this section:
 - a) **License Inspector** – is the Chief Administrative Officer for the Corporation or a person or persons delegated by him for the purposes of this Part.
 - b) **Owner's License** – is a license granted by the Town Clerk to operate in The Town of Fort Frances one (1) or more taxicabs and/or limousines.
 - c) **Chauffeur's License** – A Town Photo ID Card and Wallet Card that is granted to a driver to drive a taxi-cab or limousine.
 - d) **Limousine** – A non-metered vehicle other than a taxi vehicle kept or used for hire for the conveyance of passengers either wholly within the Town or from within the Town to any point beyond its limits but shall not include a bus, ambulance, funeral hearse or vehicles rented or leased without operators;
 - e) **License Issuer** – shall mean the Clerk of the Town or his/her designate.
3. The License Inspector shall;
 - a) Make all necessary inquiries concerning applications for all licenses including renewal, new or transfers and to make a recommendation thereon;
 - b) Inspect every limousine prior to making a recommendation thereon, including renewal, new or transfer applications;
 - c) Inspect periodically, or as may be required by the Town, any limousine at any time and/or any chauffeur during a conveyance of passengers;
 - d) Suspend or revoke any license for any infraction of any of the terms of this agreement and to advise the Clerk of such actions; and
 - e) Prosecute all persons who shall offend against any of the provisions of this agreement.

4. The License Issuer shall:
 - a) Receive all license applications and upon receipt of the recommendation of the License Inspector, may approve and issue such license or may refer such application to the Town Council;
 - b) Furnish each person receiving a license one copy of this agreement and each driver with a Photo ID Card and Wallet Card.
5. The Operator shall be issued an Owner's License and shall, prior to obtaining the license, pay to the Town Treasurer such fee therefore as set out in the current Fees By-Law.
6. No person shall drive or act as a driver of any limousine without having obtained a chauffeur's license and such person shall, prior to obtaining a chauffeur's license pay to the Town Treasurer such fee therefore as set out in the current Fees By-Law.
7. The Operator shall not employ any driver or permit anyone to drive a limousine other than a driver who has been issued a chauffeur's license.
8. Applications for licenses shall be made on forms supplied by the Town for such purpose to be submitted to the Clerk.
9. The License Inspector shall require all applicants for a chauffeur's license to tender a copy of his/her Criminal Reference Check supplied by the Police Service.
10. Licenses may be refused or cancelled by the Town Council in its discretion and it shall not be bound to give any reasons for refusing or canceling any license.
11. In the event of any license being cancelled the previous holder thereof shall not be entitled to a new license unless the Town Council approves of granting such new license or chauffeur's license.
12. No license shall have any force and effect until:
 - i) the requisite fee has been paid,
 - ii) the license is signed by the issuer, and
 - iii) the license is in the possession of the applicant.
13. Every application for an Owner's License, including renewal, new or transfer applications, shall be accompanied by proof of public liability insurance coverage in a minimum amount of One Million Dollars (\$1,000,000.00) and a Certificate of Mechanical Fitness, in the form as prescribed by the Ontario Highway Traffic Act, for each limousine, so long as they have an Owner's License for each limousine. Every Owner shall be at least eighteen (18) years of age.
14. No Chauffeur's License shall be granted except upon proof that the applicant is at least eighteen (18) years of age, who possesses knowledge of the geography of the Town and is in possession of a valid Ontario Driver's License.
15. Unless the Town Council rules otherwise no person shall be granted a license who has been convicted of any criminal offence or for any breach of the Liquor License Act of Ontario and the license of any person so convicted while holding a license is revoked.
16. All persons issued a Chauffeur's License shall be furnished with a Photo ID Card and Wallet Card, approved by the Council, for which payment of a fee in accordance with the current Fee By-Law shall be made. The Photo ID Card and Wallet Card at all times, remains the property of the Town. Such Photo ID Card shall be openly displayed on the person by the holder of a Chauffeur's License at all times while driving a limousine.

17. All limousine Owner's & Operators shall:

- a) At all times openly display in such limousine in a manner visible to all passengers carried therein, the Photo ID Card of the driver and the name/address of the Owner.
- b) Have no less than the following information attached or printed on the driver's and on the passenger's side of the limousine, so as to be easily read, in letter and number size of no less than five (5) centimeters:
 - i) A 'unit number' assigned exclusively to that particular limousine, e.g. – Unit 2;
 - ii) The name of the limousine owner, and
 - iii) Have displayed, in compliance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, and Ontario Regulations there under, on the right side of the rear bumper a bumper sticker in the form and style as provided on a cost recovery basis by the Town of Fort Frances.

18. The driver of every limousine shall make certain that the interior of the vehicle is in a clean condition and in good repair so that the comforts of the traveling public may be assured.

19. Every driver of a limousine shall immediately upon termination of any hiring or engagement search the limousine for any property left or lost therein, and all property or money found shall be forthwith delivered over to the person owning the same, or if the owner cannot be at once found, then to the police station together with all information regarding the same.

20. The Operator shall provide and maintain a log book or other record book into which shall be entered the number of persons hiring the limousine, the fare charged, together with the time, date and point of commencement and destination of every hiring or engagement and every driver shall enter such details in such log book or other record immediately after completion of each hiring or engagement and such log book and other record shall be open for inspection at any time upon request by any Police Officer or By-Law Enforcement Officer.

21. The Operator or driver shall give full information to any Police Officer or By-Law Enforcement Officer on being requested so to do, with reference to the address of the house or place to or from which was driven any passenger with the description, name and address of such passenger, if known.

22. The Operator or driver shall not induce any person to hire the service by either knowingly, wantonly or willfully misinforming, misleading or deceiving of any railroad train, or other public conveyance, or the location or distance from any part of this Town of any railway station, hotel, public place, or private residence, nor shall in any manner or form, impose upon or deceive, or in any way insult, abuse or ill-treat any customer.

23. The Operator and driver shall punctually keep all appointments and engagements and shall, while on duty unless previously engaged, serve at any place within the Town at any specific time whether by day or night any person may require service and shall not neglect to fulfill appointments or engagements, except for reasons beyond control, or not be punctual to appointments. The discharging of passengers shall be at a point convenient to passengers provided such point is not in contravention of any law.

24. The driver of any limousine shall, upon request of any passenger, give in writing his/her name, address of business, Chauffeur's License number and the license number of the limousine, also the name and address of the Owner of said limousine.

25. The Operator shall be responsible to the Town Council for the due performance of all drivers employed. The Operator and/or driver shall incur the penalties provided for any violation of this agreement unless at the time the vehicle was in possession of some person other than the Operator or bonafide driver without the Operator's consent, and the driver of the vehicle, not being the Operator shall incur the penalties for such violations.
26. Rates chargeable within the Town shall be as per Schedule "A" attached to and forming part of this agreement as may be amended from time to time.
27. The Operator or driver shall not be entitled to recover or receive any fare or charge greater or less than those authorized by this agreement.
28. Any person employing a limousine may require the driver thereof to furnish a receipt for charges paid.
29. The Operator or driver shall not publish or use a tariff or demand or receive rates and charges other than those authorized in this agreement.
30. A tariff card approved in writing by the License Issuer showing the tariffs as set out in Schedule "A" shall be placed and kept by the driver in or upon the limousine in a position clearly visible to the passenger and no driver shall use any tariff card or exhibit on or about the limousine any tariff other than that shown on the said card.
31. Any act done by or by the authority of the License Inspector under the provisions of this agreement shall be subject to an appeal to the Town Council by any person aggrieved.
32. This agreement is not to be construed in any manner whatsoever so as to relieve the Operator from complying with and being subject to any other law whatsoever of the Province of Ontario and the Government of Canada.

Dated at the Town of Fort Frances this ____ day of ____ month 2013.

539989 Ontario Limited (North-Air Services)

Kevin Pocock

Witness

Elisa Pocock

We have the authority to bind 539989 Ontario Limited (North-Air Services)

The Corporation of the Town of Fort Frances

Mayor

Clerk