

# TOWN OF FORT FRANCES

## Administration and Finance Executive Committee

### AGENDA - October 22nd, 2019 - Noon

#### MEETING - *Council Chambers* - Civic Centre

#### Session # 19

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1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof**
4. **Approval of Previous Committee Minutes**
  - 4.1 Session No. 18 dated October 8, 2019. 3 - 4
5. **In-Camera**
6. **Items Referred from Council**
  - 6.1 Friends of the Museum Annual Fall Fundraising Gala. 5 - 6
  - 6.2 POA Paytickets Agreement and By-Law Authorization. 7 - 29
7. **New Business**
  - 7.1 Consumer Price Index (CPI) Increase for 2020 User Fees. 30 - 32
  - 7.2 Proposed 2020 Budget Schedule. 33 - 34
  - 7.3 Doug Brown, CAO - Legal Proceedings Travel Expense Claim. 35 - 38
  - 7.4 Amended Property Assessment Notice re: 241 Church St. (2019; and 237 Church Street (2019). 39 - 45
  - 7.5 Advisory Notice of Adjustment re: 1112 King's Highway (2017, 2018, 2019). 46 - 51
  - 7.6 Special Amended Property Assessment Notice re: 250 Church Street (2019). 52 - 57
  - 7.7 Procedure By-Law Review. 58 - 61
8. **Non-agenda Items**
9. **Information**

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<b>10. <u>Adjourn / Next Meeting Date - November 19, 2019</u></b>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 18

October 8, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on October 8, 2019 from 12:02 p.m. to 12:26 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, K. Lawson, Deputy Clerk

**1. Call to Order - 12:02 p.m.**

**2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - None identified.**

**3. Disclosure of pecuniary interest and the general nature thereof**

- 3.1 Councillor D. Judson disclosed an interest in agenda item 7.6 of the September 3rd, 2019 Administration and Finance Executive Committee agenda stating the 2019 AMO Conference Travel and Per Diem Claim was his. This is the first meeting he has been in attendance since the matter was discussed.

**4. Approval of Previous Committee Minutes**

- 4.1 Session No. 17 dated September 17, 2019.

Hallikas-Caul: Approved as presented.

CARRIED

**5. In-Camera - No items declared**

**6. Items Referred from Council**

- 6.1 Fort Frances Lakers Request for Dudley Hewitt Cup Sponsorship.  
- Councillor Hallikas and D. Brown, CAO provided an update of recommendations from the Community Services Executive Committee meeting held earlier in the day. Committee recommended approving the requested items by providing a donation of the cost of ice time (\$4,786.65) to the Dudley Hewitt Cup Committee with the caveat that should the Dudley Hewitt Cup Committee / Fort Frances Lakers realize a profit greater than \$20,000.00 by hosting the tournament, that the Committee will then donate \$4,000.00 back to the Town to help with the cost of keeping the ice in for the additional time required to host the tournament. It was also recommended that the Lakers assist with other revenue generation ideas during the weeks leading to the Dudley Hewitt Cup.

## **7. New Business**

- 7.1 357/358 Applications for Tax Adjustment re: 1320 Emo Road (2019).  
- D. Galusha, Treasurer provided an overview of the application. Committee recommended approval of the adjustment of 2019 taxes for April 1, 2019 to December 31, 2019 under Section 357/358 of the ***Municipal Act*** for property located at 1320 Emo Road resulting from the demolition of a garage.
- 7.2 357/358 Applications for Tax Adjustment re: 251 Fourth Street W. (2019).  
- D. Galusha, Treasurer provided an overview of the application. Committee recommended approval of the exemption of 2019 taxes for the period April 30, 2019 to December 31, 2019 under Section 357/358 of the ***Municipal Act*** for property located at 251 Fourth Street West as it was purchased by a charitable corporation.
- 7.3 357/358 Applications for Tax Adjustment re: 504 Armit Avenue (2019).  
- D. Galusha, Treasurer provided an overview of the application. Committee recommended approval of the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 504 Armit Avenue resulting from the change in classification of the property.
- 7.4 Councillor Wendy Brunetta - NOMA Executive Meeting Per Diem.  
- committee recommended approval of the Per Diem claim in the amount of \$240.00 as submitted by Councillor W. Brunetta for her attendance at the NOMA Annual Meeting and Conference in Thunder Bay on September 24-25, 2019.

## **8. Non-agenda Items - none identified**

## **9. Outstanding Items**

- 9.1 Request for Community Improvement Incentives (Belluz Concrete).  
- this item remains as standing to allow for additional information.

## **10. Information**

- 10.1 General Fund (Operating) Summary for the Nine Months Ending Monday, September 30th, 2019. - received as information.
- 10.2 Water and Sewer Fund (Operating) Summary for the Nine Months Ending Monday, September 30th, 2019. - received as information.

## **11. Adjourn 12:26 p.m. / Next Meeting Date - October 22, 2019**

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Executive Committee Chair

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D. Brown, CAO

**TO: Mayor Caul & Members of Council**  
**FROM: Aaron Bisson, Deputy Treasurer**  
**DATE: October 16, 2019**  
**SUBJECT: Friends of the Museum annual Fall Fundraising Gala**

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### **BACKGROUND**

At the October 15, 2019 Council Meeting, the letter received from Robert Shultz, President of the Friends for the Fort Frances Museum was referred to the Administration & Finance Executive Committee for recommendation.

The Friends of the Fort Frances Museum will be hosting its annual fall fundraiser gala on Thursday, November 7, 2019 from 6:30 – 9:30 p.m. at the Fort Frances Museum & Cultural Centre. Tickets for this fundraising event are \$30.00 per person in advance or \$35.00 at the door. The theme for this year's gala is Prohibition.

The Friends of the Museum is a non-profit group of volunteers who have been working over the past number of years to raise funds for extras at the museum that are beyond the operating budget. All monies raised by the Friends of the Museum goes back into the community.

In the past years, Council has authorized the purchase of 10 tickets.

### **RECOMMENDATION**

The Administration & Finance Executive Committee recommends that Council approve the purchase of 10 tickets in the total amount of \$300.00 for the fall fundraising gala at the Fort Frances Museum & Cultural Centre on November 7, 2019.



Fort Frances Museum & Cultural Centre  
259 Scott Street  
Fort Frances, ON P9A 1G8



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Honorable Mayor and Town Council  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

October 1, 2019

RE: Friends of the Museum Annual Gala

Honorable Mayor and Council:

The Friends of the Museum will host their Annual Fall Fundraising Gala on Thursday November 7, 2019 from 6:30 PM to 9:30 PM at the Fort Frances Museum & Cultural Centre. The theme of this year's Gala is Prohibition. Prohibition is part of the glorious history of Fort Frances; we are looking forward to featuring this history.

The ticket prices will remain the same as previous years; \$30.00 in advance, and \$35.00 at the door. We hope that Council will once again purchase 10 tickets in support of the Friends of the Museum fundraising efforts.

It is our goal to one day, fully fund the workshops at the Museum. These workshops are very popular and include a wide variety of topics. The workshops, once advertised fills up very quickly. We also fund our Annual SnOasis winter event for families and children. This is our way of giving back to the community.

We look forward to hearing a favorable response.

Sincerely,

Robert Schulz, President  
Friends of the Museum

**TO:** Mayor Caul & Members of Council  
**FROM:** Aaron Bisson, Deputy Treasurer  
**DATE:** October 16, 2019  
**SUBJECT:** POA Paytickets agreement and By-Law authorization

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### **BACKGROUND**

On September 18, 2019 a recommendation was brought to the Administration and Finance committee to approve the purchase of Paytickets.ca solution for Provincial Offences Ticket payments. The matter was approved and referred to Council at the September 23, 2019 where council approved the report.

We need to enter into an agreement with Royal Bank in order to permit access to the Paytickets Service. The *Municipal Act* authorizes the municipality to pass a by-law as required.

### **RECOMMENDATION**

The Administration & Finance Executive Committee recommends that Council approve this report and further that Mayor and Clerk be authorized to execute the agreement and authorizing by-law on behalf of the Corporation.

## POA SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is entered into between Royal Bank of Canada (“**Royal Bank**”) and <Client Name> (the “**Client**”) for the Service (as defined below) and is effective as of the XX<sup>th</sup> day of XXXXXX 20XX (the “**Effective Date**”).

### RECITALS:

- A. Royal Bank operates and maintains an automated electronic payment service that allows individuals using the Internet to make online payments of fines for tickets issued pursuant to the *Provincial Offences Act* (Ontario) (and any successor legislation thereto) (the “**Paytickets Service**”).
- B. The Client desires to enter into an agreement with the Royal Bank to permit access to the Paytickets Service.

In consideration of the mutual obligations described in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

“**Agreement**” means this Service Agreement entered into between Royal Bank and the Client.

“**Business Day**” means a day, excluding Saturday, Sunday and any other day which is a legal holiday or a day on which banking institutions are closed in the Province of Ontario.

“**Card Processor**” means the company or other applicable association used by the Client for the processing of credit card payments.

“**Client**” has the meaning specified above.

“**Client Account**” means the Client’s bank account to which the Card Processor will deposit Transaction Amounts.

“**Client Marks**” means the registered and unregistered trade-marks of the Client set out in Exhibit A.

“**Client Site**” means the website owned and operated by or on behalf of the Client located at www.XXXXXX.ca (or any subdivisions or URLs thereof).

“**Cobranded Access Service**” has the meaning specified in Section 2.1.

“**Cobranded Pages**” means the web pages branded with the Royal Bank Marks and the Client Marks that are hosted on the Paytickets Site.

“**Confidential Information**” has the meaning specified in Section 7.1.



**“Cure Period”** has the meaning specified in Section 5.4.

**“Effective Date”** has the meaning specified above.

**“Fees”** means all fees payable by Client to Royal Bank under the Terms of this Agreement.

**“ICON”** means the computer system operated by MAG, used to maintain information related to outstanding tickets issued pursuant to the *Provincial Offences Act* (Ontario), which is acknowledged to be the “Integrated Court Offences Network” as of the Effective Date, and any addition, substitution or replacement to such computer system.

**“ICON Validated”** has the meaning specified in Section 2.1.

**“Initial Term”** has the meaning specified in Section 5.1.

**“Intellectual Property Rights”** means all intellectual property rights, whether registered or not, including patents, trade-marks, trade-names, business names, URLs, and other distinctive trade dress, designs, graphics, commercial symbols and indicia of origin, copyright, trade-secrets, know-how and other similar proprietary rights.

**“Logo Link”** means the paytickets graphic link that will be provided to the Client by Royal Bank which will directly link Users to the URL of the Cobranded Pages.

**“MAG”** means The Ministry of the Attorney General of Ontario.

**“Maximum Transaction Fee”** has the meaning specified in Section 3.1.

**“Merchant Discount Rate”** means the merchant discount rate charged by the Card Processor to the Client for the processing of Transactions.

**“Merchant Event Fee”** means the transactional fees charged by the Card Processor to the Client for the processing of Transactions.

**“Merchant Number”** means the merchant identification number provided to the Client by the Card Processor for the processing of Transactions.

**“Paytickets Service”** has the meaning specified in the recitals.

**“Paytickets Site”** means the website owned and operated by or on behalf of Royal Bank located at [www.paytickets.ca](http://www.paytickets.ca) (or any subdivisions or URLs thereof) including the Cobranded Pages.

**“Professional Services”** has the meaning specified in Section 2.1.

**“Renewal Term”** has the meaning specified in Section 5.1.

**“Royal Bank Marks”** means the registered and unregistered trade-marks of Royal Bank set out in Exhibit B.

**“Service”** has the meaning specified in Section 2.1.

**“Subcontractor”** means subcontractors performing services for Royal Bank in relation to Services being provided by Royal Bank in this Agreement, including without limitation Teranet Enterprises Inc. and its affiliates.

**“Term”** means the Initial Term and any Renewal Term, if applicable.

**“Termination Event”** has the meaning specified in Section 5.4.

**“Transaction”** means the payment of a Client ticket, issued pursuant to the *Provincial Offences Act* (Ontario), by a User through the Paytickets Site or the Cobranded Pages, and processed through the Paytickets Service.

**“Transaction Amount”** means the fine amount as retrieved from ICON for ICON Validated Transactions or as entered by the User for Transactions which are not ICON Validated.

**“Transaction Fee”** has the meaning specified in Section 3.1.

**“User”** means an individual making a Transaction who accesses the Paytickets Service through the Paytickets Site or through the Cobranded Pages.

**“Year”** means each 12 month period during the Term, for the first Year, beginning on the Effective Date, and for each subsequent year beginning on the day after each anniversary date of the Effective Date and ending on the next following anniversary date of the Effective Date.

## 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) the descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections;
- (b) the use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (c) unless otherwise specified, all references to money amounts are references to Canadian currency;
- (d) whenever a provision of this Agreement requires an approval or consent by a Party and such approval or consent is not delivered within the applicable time, such consent or approval will be conclusively deemed to have been withheld;
- (e) the word “including” or “includes” means “including (or includes) without limitation”; and
- (f) where computing the number of calendar days, all days shall be counted, including days that are not a Business Day, provided however, that if the final day

of any calendar day period shall fall on a day which is not a Business Day, then the final day shall be deemed to be the next day which is a Business Day.

### 1.3 Exhibits

The following Exhibits are attached to this Agreement:

- (a) Exhibit “A” – Client Marks
- (b) Exhibit “B” – Royal Bank Marks
- (c) Exhibit “C” – Sample Professional Services Task List
- (d) Exhibit “D” – Paytickets Service: Hours of Operation and Client Support
- (e) Exhibit “E” – Transaction Reversal Procedures

## ARTICLE 2 SERVICE

### 2.1 Provision of Service

Subject to the terms and conditions of this Agreement, Royal Bank will undertake the following (collectively, the “**Service**”):

- (a) provide the configuration and implementation services and project management of such services in order to support the configuration and implementation of Cobranded Access Service for the Client (the “**Professional Services**”). Exhibit C provides a sample Professional Services task list;
- (b) provide access through the Logo Link to the Cobranded Pages of the Paytickets Site, during the hours of operation as specified in Exhibit D, to permit Users to pay Transaction Amounts. When a User clicks on the Logo Link the Cobranded Pages will open on the Client Site through a pop-up window hosted on the Paytickets Site to allow the User to submit the information required for processing the Transaction (the “**Cobranded Access Service**”);
- (c) provide access, during the hours of operation as specified in Exhibit D, for Users to pay Transaction Amounts through the Paytickets Site by means of a pop-up window hosted on the Paytickets Site that will open to allow User to submit the information required for processing the Transaction;
- (d) allow users to pay Transaction Amounts using VISA, MasterCard or other payment options that Royal Bank may add from time to time by written notice to Client from Royal Bank;
- (e) query ICON, based on the information submitted by the User, and retrieve from ICON the associated outstanding fine amount where the query is successful (“**ICON Validated**”);

- (f) if the query to ICON is unsuccessful, the User will be prompted to enter on the Paytickets Site the offence date from the ticket. If the offence date entered by the User is more than 44 calendar days before the date on which the User submits the ticket information on the Paytickets Site, the User will not be permitted to continue with the payment of their ticket and the User will be notified that payment cannot be made through the Paytickets Service. The 44 day period is subject to periodic adjustment from time to time by written notice to Royal Bank from Client. Client may request the Bank to change the 44 day period once per year at no charge, following which a one day development and testing charge of \$1,000 will be applied for each instance;
- (g) perform an online authorization of the payment amount for Transactions paid by credit card. If the credit card payment cannot be authorized, the Transaction will not be completed and the User will be notified of the authorization failure;
- (h) electronically transmit, at the end of each Business Day, a computer file to MAG containing relevant information pertaining to ICON Validated Transactions and Transactions that are not ICON Validated. Transactions that are not ICON Validated will be processed by MAG as per MAG's operating procedures;
- (i) make available to the Client, at the end of each calendar day, a computer file containing relevant information including the court location ID pertaining to Transactions and reversed Transactions processed on that day. ICON Validated Transactions, Transactions that are not ICON Validated and reversed Transactions will be identified on the computer file;
- (j) use the Client's Merchant Number for the processing of Transactions paid by credit card;
- (k) provide support to the Client during the hours specified in Exhibit D;
- (l) refer to the Client any inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client ; and,
- (m) reverse any Transaction upon request of the Client as provided for in Exhibit E.

## **2.2 Delivery**

The Service is scheduled to be made available to the Client on **XXXXXX XX<sup>th</sup>, 200X** and Royal Bank will undertake reasonable commercial efforts to make the Service available on such date.

## **2.3 Authorizations**

The Client hereby:

- (a) authorizes and directs Royal Bank or its Subcontractor to use the Client's Merchant Number as provided by the Client to Royal Bank, for the processing of Transaction Amounts;
- (b) authorizes Royal Bank or its Subcontractor to process Transactions from Users on behalf of the Client for the specified Transaction Amount and any fees, charges or taxes set by applicable legislation that applies to the Transaction and all applicable taxes;
- (c) authorizes Royal Bank or its Subcontractor to (i) access the Client's data stored in ICON, (ii) use and run queries against ICON, and, (iii) transmit, use, copy and reproduce the results of such queries from ICON;
- (d) authorizes Royal Bank or its Subcontractor to be configured within ICON as a sub-court/cashier for each court location ID within the Client's jurisdiction;
- (e) authorizes Royal Bank or its Subcontractor to electronically transmit, at the end of each Business Day, a computer file to MAG, containing relevant information pertaining to fines paid for ICON Validated Transactions and Transactions that are not ICON Validated, for the purpose of updating ICON; and,
- (f) provide Royal Bank or its Subcontractor promptly with such other authorizations as may reasonably be required by Royal Bank or its Subcontractors from time to time to perform the Service and/or the Paytickets Service.

## **2.4 Display of the Logo Link**

The Logo Link will be posted and displayed and accessible on the Client Site at a location determined by the Client in the form and format provided by Royal Bank.

## **2.5 Accepted Method of Payment**

The Client will market and promote the Paytickets Service as an accepted medium of payment on the Client Site, in its fine payment details included on the Client's form of ticket issued under the *Provincial Offences Act* (Ontario), and in its fine payment details included on any other notice regarding payment or delinquency of payment issued by or on behalf of the Client.

## **2.6 Other Client Obligations**

The Client agrees that during the Term it will have sole responsibility for promptly undertaking the following:

- (a) obtaining all necessary consents required under applicable law to disclose and transfer to the Royal Bank and its Subcontractors the data or information contained in any files provided by the Client, including any personal information in such data and information, and to allow the collection, use, storage and distribution of such data and information by the Royal Bank as is necessary to perform the Service and the Paytickets Service;

- (b) providing, maintaining and supporting the Client Site and connectivity from the Client Site to the Internet;
- (c) providing, maintaining and supporting all necessary facilities, equipment, telecommunications, internet service provider service, systems and networks used by it or its subcontractors to obtain the Cobranded Access Service and perform its obligations under this Agreement;
- (d) reporting any problems with the Cobranded Access Service to the customer service number provided to the Client by Royal Bank and to provide reasonable assistance to Royal Bank and its Subcontractors in their efforts to reproduce and confirm the reported problem;
- (e) ensuring that the Client contact information remains accurate and up to date during the term of this Agreement; and,
- (f) liaising with MAG, as requested by the Royal Bank from time to time, to provide reasonable support to ensure that Royal Bank or its Subcontractor's required access to ICON is maintained for the duration of this Agreement; and,
- (g) responding to and being responsible for all inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client.

## **2.7 Files and Data**

The Client is responsible for the accuracy and completeness of all data and information contained in any computer files provided by the Client to Royal Bank. The Client will maintain a back-up copy of all such computer files, data and information. Royal Bank will not use the information provided by Users for any other reason than to effectively deliver the Paytickets Service to the Client, additionally, Royal Bank will not use the Paytickets information provided by Users for the purpose of soliciting business of any kind. Royal Bank will maintain a record and information relating to Transaction for a period of seven (7) years from the date on which the User initiated the Transaction. The Client may, in writing, request from Royal Bank information regarding the Transaction. Royal Bank will provide such information to the Client, in a manner as agreed upon by the parties and at Royal Bank's cost to retrieve such information. Royal Bank assumes no responsibility for the accuracy or completeness of information and data provided by Users in accessing and using the Paytickets Service.

## **2.8 Changes to Paytickets Service**

The Client acknowledges that Royal Bank will determine at its discretion, the nature and timing of any changes or upgrades to the Paytickets Service. Royal Bank shall provide the Client a minimum of sixty (60) calendar days prior written notice of any significant changes or upgrades to the Paytickets Service that may affect the Client's ability to perform its obligations under Section 2.6. In no event will Royal Bank be responsible if changes in the Paytickets Service are not compatible with the Client's networks, computer equipment or software or the services of its telecommunications or internet service providers.

## **2.9 Exclusivity**

During the Term, the Client shall not enter into any other agreement or arrangement under which it will receive internet services or access to internet services which are the same as or similar to the Paytickets Service, without the express prior written consent of Royal Bank. For greater certainty, this Agreement does not prevent the Client from entering into other agreements and arrangements for e-commerce services, provided such other agreements and arrangements do not involve the electronic payment of Client tickets issued pursuant to the Provincial Offences Act (Ontario).

## **ARTICLE 3 CHARGES AND PAYMENT**

### **3.1 Fees**

- a) The Client will pay the following fee(s) (“Transaction Fee(s)”) when applicable to Royal Bank:
  - i. for each POA Part I Transaction (as designation by ICON), a fee of \$2.00
  - ii. for each POA Part III Transaction (as designated by ICON), a fee of \$2.00
- b) An implementation fee in the amount of four thousand two hundred and fifty dollars (\$4,250).
- c) For the avoidance of doubt, the Client acknowledges that:
  - a. for each Transaction the User will pay to the Royal Bank a fee set by the Royal Bank for the use of the Paytickets Service. The consumer fee will be displayed on the Paytickets Site; and,
  - b. for each Transaction, the Client is responsible for any additional fees payable to the Card Processor, pursuant to the terms and conditions of the merchant agreement entered into between the Client and Card Processor; and,
  - c. the terms and conditions of the agreement entered into between it and the Card Processor shall determine the deposit of the Transaction Amount into the Client’s bank account, and the timing thereof.

### **3.2 Terms of Payment**

The parties acknowledge and agree as follows:

- (a) On a monthly basis, Royal Bank shall automatically debit, by mechanical or manual means, an account of the Client at Royal Bank for all fees (including Transactional Fees ) for the previous month and all other amounts due hereunder at such time and Royal Bank shall send the Client monthly statements detailing such fees;



- (b) within thirty (30) days from the date of each statement provided to the client under subsection (a), the client shall notify Royal Bank in writing of any discrepancies contained therein;
- (c) upon receipt of written notice under subsection (b), Royal Bank shall provide the Client with a revised statement where such discrepancies have been confirmed by Royal Bank and, if necessary, each of Royal Bank and the Client agree to promptly reimburse the other for any amounts owing in accordance with such revised statement ;
- (d) if the Client does not notify Royal Bank in accordance with subsection (b) of any discrepancies contained in a statement, each such statement shall be deemed to be correct and approved by the Client;
- (e) all Fees and other amounts not paid by the Client when due will bear interest at a rate of 12% per annum, which interest will begin to accrue on the day the Fees or other amounts became due and will be calculated monthly and payable by the Client on demand by Royal Bank; and
- (f) the right of Royal Bank to any payment provided for under this Agreement shall not be subject to any abatement, reduction, set-off, defence, counterclaim or recoupment of any amount due or alleged to be due.

### **3.3 Taxes**

The Fees do not include any duties, sales taxes, goods and service tax or value added taxes. Whenever imposed, all duties, sales taxes, goods and services tax and value added tax (except taxes based on Royal Bank's income) are payable by the Client.

## **ARTICLE 4 GRANT OF LICENSE**

### **4.1 Royal Bank Grant**

Subject to the terms and conditions of this Agreement, Royal Bank hereby grants to the Client during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to:

- (a) display the Royal Bank Marks, including the Logo Link on the Client Site in accordance with the trade-mark usage guidelines of Royal Bank as provided to the Client from time to time; and,
- (b) to link to and display the Cobranded Pages in the pop-up window on the Client Site.

The Client acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Paytickets Site, the Paytickets Service or, except for the Client Marks, any content posted on the Paytickets Site, including the Cobranded Pages.



## 4.2 Client Grant

Subject to the terms and conditions of this Agreement, the Client hereby grants to Royal Bank during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to publicly display the Client Marks on the Cobranded Page in accordance with the trade-mark usage guidelines of the Client as provided to the Royal Bank from time to time. Royal Bank acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Client Marks or the Client Site.

## 4.3 No Other Licenses

No licenses are granted by either party except for those expressly set forth in this Article and all rights and licenses not expressly granted in this Article are reserved by the parties.

# ARTICLE 5 TERM

## 5.1 Term

This Agreement begins on the Effective Date and will continue in effect for a period of three (3) Years thereafter (the “**Initial Term**”) unless sooner terminated pursuant to Sections 5.2, 5.3 or 5.4. This Agreement will automatically renew for successive one (1) year periods (each, a “**Renewal Term**”), following the Initial Term on the same terms and conditions, unless either Party notifies the other Party of its intention not to renew this Agreement not later than sixty (60) calendar days prior to the end of the Initial Term and, if applicable, the then-current Renewal Term.

## 5.2 Termination by Either Party

Either party may terminate this Agreement:

- (a) immediately upon written notice to the other party if the other party becomes bankrupt, insolvent or seeks formal protection from creditors or a petition of bankruptcy is filed against the other party and is not dismissed within thirty (30) calendar days of its filing; or
- (b) upon providing the other party with at least five (5) Business Days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is incapable of being cured; or
- (c) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is capable of being cured but is not cured to the satisfaction of the non-breaching party, acting reasonably, within such sixty (60) day period following receipt of such written notice; or

- (d) upon at least five (5) Business Days prior written notice, or immediately, if any law or governmental regulation restricts or precludes the collection, use and/or licensing of data or information where the inability to use or access such data or information would prohibit the provision of, or affect the functionality of the Paytickets Service; or
- (e) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party's computer equipment becomes incompatible to execute the Paytickets Service and each party is unable to collectively resolve such technical incompatibilities or inconsistencies; or
- (f) upon at least five (5) Business Days prior written notice (or upon such additional notice as is reasonably possible for the party to provide at the time), or immediately, if access to ICON is no longer available to Royal Bank as specified in Section 2.6(f) or if access to ICON is no longer available to the Client by MAG; or
- (g) immediately if any rules of participating financial services companies (e.g. credit card companies or item processing companies) required to be adhered to by Royal Bank or Client restrict or preclude the provision of, or adversely affect the functionality of, the Paytickets Service.

### 5.3 Termination By Royal Bank

Royal Bank may terminate this Agreement:

- (a) upon at least one hundred and eighty calendar days (180) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Paytickets Service is no longer offered on the Paytickets Site; or
- (b) upon ninety (90) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Client changes its Card Processor to any entity in respect of whom Royal Bank does not then have in place commercial arrangements to perform the Paytickets Service.

### 5.4 Termination By Client

The Client may elect to terminate this Agreement upon the occurrence of either of the following (each, a "**Termination Event**"):

- (a) the Merchant Discount Rate increases during the Term such that it becomes greater than 3.50%;
- (b) the Merchant Discount Rate increases during the Term such that it becomes 0.25% more than the discount rate obtained by the Client from any other Canadian company used by the Client for the processing of other Canadian online credit card payments.

If the Client elects to terminate this Agreement as a consequence of the occurrence of a Termination Event, it shall first provide Royal Bank with written notice of its intent to do so, which termination shall become effective on the sixtieth (60<sup>th</sup>) calendar day from the date of receipt thereof by Royal Bank (the “**Cure Period**”), unless Royal Bank cures to the satisfaction of the Client the circumstances giving rise to the Termination Event within the Cure Period (or provides the Client with a plan during the Cure Period acceptable to the Client for the cure of such Termination Event), in which case the Agreement shall continue in accordance with its terms.

## **5.5 Effect of Termination**

Upon expiration or termination of this Agreement:

- (a) the Client will immediately remove the Logo Link;
- (b) Royal Bank will discontinue providing the Service;
- (c) Royal Bank will immediately remove the Client Marks on the Cobranded Page; and
- (d) all payment obligations of either party accrued under this Agreement for the Service provided through to the date of expiration or termination will become due and payable.

## **5.6 Survival**

Sections 3.2, 5.5, 5.6, 6.2, 6.3, 6.4, 6.5, 7.1, 8.1, 8.4, 8.5, 8.7, 8.11 and 8.12 will survive expiration or termination of this Agreement, together with such other provisions of this Agreement which expressly or by their nature survive termination or expiration.

# **ARTICLE 6 ROYAL BANK WARRANTIES**

## **6.1 Warranties**

The Professional Services will be performed in a good and workmanlike manner. Royal Bank’s sole obligation and the Client’s sole remedy for a breach of the foregoing warranty will be for Royal Bank to re-perform the Professional Services with Professional Services which meet the foregoing warranty, at no additional cost to the Client.

## **6.2 Warranty Disclaimer**

Except for the warranty set out in Section 6.1, the Service and the Paytickets Service are provided on an “as is” basis without representations, warranties or conditions of any kind. As between the parties, the Client assumes all responsibility for determining the suitability of the Service and the Paytickets Service and for the results obtained from the use of such Service and the Paytickets Service. Royal Bank and its Subcontractors disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all warranties or conditions of merchantability, fitness for a particular purpose, non-infringement,

compatibility with the Client's or its Users networks, hardware or software, that the Service or the Paytickets Service is secure or error free or will operate without interruption or that any such errors or interruptions can be or will be corrected.

### **6.3 Limitation of Liability**

Royal Bank will not be responsible or liable for any loss or damage suffered or incurred by the Client or any other person or entity under or in connection with this Agreement, the Service or the Paytickets Service except for any loss or damage that has been directly caused by Royal Bank or its Subcontractors, provided that the total and cumulative liability of Royal Bank is limited to an amount not exceeding the maximum of the total amount of the Transaction Fees received by Royal Bank from the Client in the six (6) month period immediately prior to the date the first claim arose. The amount of the loss or damage in respect of which Royal Bank may be liable shall be reduced by any recovery, settlement or insurance coverage.

For greater certainty, in no event will Royal Bank, be liable for:

- (a) any loss or damage in connection with loss or damage of data and or other information, business interruption, loss of goodwill, loss of actual or anticipated revenues or profits, or failure to realize unexpected savings; or
- (b) (b) any special, indirect, incidental or consequential, punitive or exemplary losses or damages (including, but not limited to, loss of profits) regardless of the cause of action arising under or in connection with this Agreement or the use of or inability to use the Service or the Paytickets Service even if Royal Bank is advised of the possibility of such loss or damages; or
- (c) (c) the actions of, or any failure to act by any third party other than a Subcontractor, as contemplated and limited in the first paragraph of this section 6.3; or
- (d) inaccuracies in or inadequacies of any information furnished to Royal Bank by any party or entity, other than a Subcontractor, as contemplated and limited in the first paragraph of this Section 6.3; or
- (e) failure by Royal Bank or its Subcontractor, to perform or fulfill any of its obligations to any person or entity, including the Client, due to any cause beyond such person or entity's reasonable control.

### **6.4 Application of Disclaimer and Limitation of Liability**

The limitations and disclaimers in this Article 6:

- (a) apply regardless of the causes or circumstances giving rise to the loss or damage even if such loss or damage is based on negligence or other torts, strict liability, breach of contract, including without limitation, breach of a fundamental term, product liability or infringement of any intellectual property right; and

(b) are for the benefit of the Royal Bank and its Subcontractors and the Client is hereby notified that such persons intend to rely on these limitation of liability and disclaimer provisions.

## **6.5 BENEFICIARIES**

The Client acknowledges that the Subcontractors are acting as licensors and suppliers to the Royal Bank under this Agreement and are acknowledged by the Client to be third party beneficiaries of the terms of this Article 6.

## **ARTICLE 7 CONFIDENTIALITY**

### **7.1 Confidentiality**

Each party agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any confidential, personal, or proprietary business and/or technical information (the "Confidential Information") supplied by the other party without the prior written consent of the other party and then only to the extent specified in such consent. Royal Bank will maintain the confidentiality of the Confidential Information of the Client and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, agents and Subcontractors who have a need to access such Confidential Information and who are bound to keep the information confidential. The Client will maintain the confidentiality of the Confidential Information of the Royal Bank and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, council members, agents and contractors who have a need to access such Confidential Information, and will advise them of the confidentiality obligations contained herein. Royal Bank agrees that all information provided to Royal Bank by the Client pursuant to this Agreement will be deemed to be Confidential Information. When Royal Bank is providing information to the Client pursuant to this Agreement, Royal Bank will identify whether the information being provided constitutes Confidential Information. However, subject to applicable law, neither party will have any confidentiality obligation with respect to disclosure of Confidential Information to others, not parties to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to an order of a court, tribunal or other governmental body, but only to the extent of and for the purposes of such order.

The Client is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Municipal Freedom of Information and Protection of Privacy Act, as may be amended or replaced from time to time.

Royal Bank is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Personal Information Protection and Electronic Documents Act (PIPEDA), as may be amended or replaced from time to time.

## ARTICLE 8 GENERAL

### 8.1 Independent Parties

The parties are and will at all times remain independent contractors and are not and will not represent themselves as the agent, joint venturer or partner of the other party or to be related to the other party. No representations will be made or acts taken by either party which could establish any apparent relationship of agency, joint venture or partnership with the other party and the other party will not be bound in any manner whatsoever by any agreements, warranties or representations made by the first party to any other person or with respect to any other action of the first party.

### 8.2 Subcontracting

Royal Bank may subcontract the performance of all or any part of the Service provided that Royal Bank remains responsible for the performance of all obligations performed by such Subcontractors to the same extent if such obligations were performed by Royal Bank under this Agreement.

### 8.3 Notices

Any notice or invoice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the fifth Business Day following mailing, first class postage prepaid, (iii) on the first Business Day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party. Any such notice will be delivered or sent to a party at its address or fax number as set forth below:

Royal Bank: <Address>

Client: <Address>

or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this Section 8.3.

### 8.4 Other Remedies

Except as otherwise expressly provided herein to the contrary, the exercise of a right of termination or any other right or remedy by either party will be without prejudice to such party's right, subject to the limitations set forth in this Agreement, to pursue any other right or remedy available under this Agreement or under applicable law.

## **8.5 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **8.6 Assignment**

Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment by either party which is not in accordance with this Section, will be invalid.

## **8.7 Partial Invalidity**

If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision will be deemed to be severable and will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

## **8.8 Force Majeure**

Neither party will be liable for any costs or damages due to non-performance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence provided that it will use all reasonable efforts to work around or overcome such cause. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

## **8.9 Waiver**

No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

## **8.10 Entire Agreement**

This Agreement, together with all its Exhibits, contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties with respect to the subject matter hereof. This Agreement may only be amended by a written document signed by the parties. There are no representations, warranties, or obligations of any party not expressly contained herein. In the event of any conflict between the terms of this Agreement and any of its Exhibits, the terms of this Agreement will govern.



## 8.11 Construction

Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original.

## 8.12 Claims/Injunctive Relief

Any claim arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued. Recognizing and acknowledging that any breach by a party of the provisions of Section 7.1 will cause irreparable damage for which other remedies may be inadequate, the parties agree that, in addition to monetary damages and any other remedies available at law or in equity, an aggrieved party will have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

## 8.13 Conflict of Interest

Royal Bank represents, that as of the Effective Date, that it is not aware of any conflicts of interest with regard to its provision of services under this Agreement. During the Term, Royal Bank represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with employees, officers, or council members of the Client with regard to Royal Bank's provision of the Service and Professional Services under this agreement. Royal Bank will operate and maintain the Paytickets Service so that no User will have an opportunity to gain a direct or indirect improper personal advantage, whether financial, political or otherwise.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**Royal Bank of Canada**

**<Client Name>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**Royal Bank of Canada**

**<Client Name>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:



**EXHIBIT A**  
**CLIENT MARKS**





**EXHIBIT B**

**ROYAL BANK MARKS**





## **EXHIBIT C**

### **SAMPLE PROFESSIONAL SERVICES TASK LIST**

This Exhibit provides a sample deployment task list for the Professional Services defined in Section 2.1. The following list represents the tasks that are typically preformed by the Client and the Royal Bank or its Subcontractors. This list may or may not include all of the required tasks and is strictly provided as a sample for the purpose of this Agreement.

#### **Tasks performed by Royal Bank or its Subcontractors:**

- Utilize the Client's Merchant Number in connection with the performance of the Paytickets Service
- Provide Client GIF(s) specifications
- Provide Client with Customer Service Centre contact information and procedures
- Provide Customer Service Centre with Client contact information
- Provide Client with a sample Logo Link and parameters
- Configure Client on Paytickets Service
- Provide Client with sample daily transaction report
- Provide training to Client staff
- Obtain confirmation (Client / MAG) of successful setup of Paytickets sub-court in ICON
- Conduct end to end test with Client
- Promote Client's Cobranded Pages into production

#### **POA Court Service Area Tasks**

- Provide Merchant Number to be used for the processing of Transactions
- Provide Client contacts in the following Client areas including technical support, business contact, customer service, and finance
- Designate authorized individuals to download daily transaction reports
- Provide GIFs (large and small logos, sample completed POA offence)
- Provide website background and link colours
- Establish communication protocol for advising reversals to Client Service Centre
- Undergo training of operations, support and finance staff
- Review and approve screen-captured images of the Cobranded Pages
- Submit request to MAG to set up Paytickets as a subcourt in ICON production system in a timely manner
- Once promoted into production, process one or more test Transactions
- Implement link from Client Site to Paytickets



## EXHIBIT D

### PAYTICKETS SERVICE: HOURS OF OPERATION AND CLIENT SUPPORT

All times referenced in Exhibit D are subject to periodic adjustment from time to time by written notice to Client from Royal Bank.

Paytickets Service Hours of Operation [Eastern Standard Time]		
Hours of Operation	Day	Response Time To Client
<b>Paytickets Service available</b> with Technical Support <sup>1</sup> and Customer Service Centre Support <sup>2</sup> .	8:00 a.m. to 6:00 p.m. each Business Days	Within one Business Day
<b>Paytickets Service available</b> with Technical Support <sup>1</sup> provided through the Network Operations Centre.	6:00 p.m. Business Day to 8:00 a.m. following day 8:00 a.m. statutory holiday to 8:00 a.m. following day. 8:00 a.m. Saturday to 2:00 a.m. Sunday 5:00 a.m. Sunday to 8:00 a.m. Monday	Within one Business Day
Paytickets Service maintenance window. The Paytickets Service may not be available to Users during this time period at the sole discretion of Royal Bank or its Subcontractors.	2:00 a.m. Sunday to 5:00 a.m. Sunday	Within one Business Day

<sup>1</sup> **Technical Support.** Support for technical problems with Paytickets Service hardware and software hosted by Royal Bank and its Subcontractors. Support does not include technical problems with software or hardware installed at the Client Site, whether or not such software or hardware is used to connect to the Paytickets Service. Technical support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days) or after hours through the Network Operations Centre (416) 643-1400.

<sup>2</sup> **Customer Service Centre Support.** Support for reversals and inquiries relating to Transactions. Customer Service Centre support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days).



## **EXHIBIT E**

### **TRANSACTION REVERSAL PROCEDURES**

The reversal procedures with respect to Transactions in this Exhibit E are subject to amendment from time to time by written notice to Client from Royal Bank.

Royal Bank will reverse any Transactions upon request from the Client to reverse a Transaction or Transactions, on the following terms and conditions:

1. The Client must provide written notice, in a manner agreed upon between the parties, to the Customer Service Centre during the operating hours of the Customer Service Centre outlined in Exhibit D, for each Transaction that the Client wants to have reversed.
2. For each Transaction that the Client requests Royal Bank to reverse, the Client must provide the reason for reversal that the Royal Bank will include in the communication to the User in respect of the applicable Transaction to be reversed.
3. Reversal requests received prior to 12pm Eastern Standard Time on a Business Day will be processed on the same Business Day. Reversal requests received on or after 12pm Eastern Standard Time on a Business Day will be processed on the next Business Day.
4. Upon receipt of a reversal notice from the Client and for each Transaction that the Client has requested Royal Bank to reverse, Royal Bank will:
  - a. cause the same credit card account that the User entered on the Paytickets Site to process the Transaction to be credited in an amount equal to the Transaction Amount. The Client acknowledges that any fees paid by the User to Royal Bank and the Transaction Fee paid by the Client for the Transaction that the Client has requested to be reversed will not be refunded by Royal Bank.
  - b. cause an email notice to be sent to the email address entered by the User on the Paytickets Site when the User submitted the ticket information, notifying the User of the reversal and the reason for the reversal as provided by the Client to Royal Bank. Royal Bank assumes no responsibility for the delivery of the email or the accuracy or completeness of the email address information entered by the User on the Paytickets Site.
  - c. provide confirmation to the Client that the Client's Transaction reversal or Transaction reversals have been processed as specified in Section 2.1(i).

**TO:** Administration & Finance Executive Committee

**FROM:** Dawn Galusha, Treasurer

**DATE:** October 16, 2019

**SUBJECT:** Consumer Price Index (CPI) Increase for 2020 User Fees

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#### **BACKGROUND**

User Fees are an important part of the operational budget preparation for the coming year. In the past we have endeavored to pass the user fees, for the upcoming year in early December in order for them to be effective in January.

The first step in this process is to provide the Ontario Provincial Consumer Price Index (CPI) and the Canada Consumer Price index as guide for the user fee increases for the coming calendar year. The Ontario CPI indicates inflationary increase of 1.7% for the period of September 2018 to September 2019 and the Federal CPI indicates a 1.9% change for the same period as published by Statistics Canada, of which is attached for your information.

Administration is seeking direction for the inflationary increase for the 2019 user fees. Divisions will bring user fee schedules forward to their respective executive committees in November or December.

## Ontario CPI- September 2018 to September 2019

Geography	Products and product groups <sup>3</sup>	September 2018	August 2019	September 2019	August 2019 to September 2019	September 2018 to September 2019
Ontario <a href="#">(map)</a>		2002=100			Percentage change	
	All-items	135.2	138.5	137.5	-0.7	1.7
	Food <sup>4</sup>	146.7	153.3	151.9	-0.9	3.5
	Shelter <sup>5</sup>	143.2	147.4	147.3	-0.1	2.9
	Household operations, furnishings and equipment	125.5	125.1	125.3	0.2	-0.2
	Clothing and footwear	91.9	90.6	94.3	4.1	2.6
	Transportation	138.6	144.3	141.1	-2.2	1.8
	Health and personal care	128.0	128.9	129.2	0.2	0.9
	Recreation, education and reading	121.7	123.8	119.7	-3.3	-1.6
	Alcoholic beverages, tobacco products and recreational cannabis	176.9	177.7	177.2	-0.3	0.2
	All-items excluding food	133.1	135.9	135.0	-0.7	1.4
	All-items excluding food and energy <sup>6</sup>	130.6	133.9	133.0	-0.7	1.8
	All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis	134.1	137.4	136.4	-0.7	1.7
	All-items excluding energy <sup>6</sup>	133.3	137.1	136.1	-0.7	2.1
	All-items excluding gasoline	133.5	137.3	136.3	-0.7	2.1
	Energy <sup>8</sup>	164.6	160.7	159.5	-0.7	-3.1
	Goods <sup>7</sup>	119.3	120.9	120.8	-0.1	1.3
	Durable goods <sup>7</sup>	87.1	88.7	88.2	-0.6	1.3
	Semi-durable goods <sup>7</sup>	93.5	92.0	95.2	3.5	1.8
	Non-durable goods <sup>7</sup>	147.5	150.6	149.3	-0.9	1.2
	Services <sup>8</sup>	149.6	154.3	152.4	-1.2	1.9

## Canada CPI- September 2018 to September 2019

Geography	Products and product groups <sup>3</sup>	September 2018	August 2019	September 2019	August 2019 to September 2019	September 2018 to September 2019
Canada <a href="#">(map)</a>		2002=100			Percentage change	
	All-items	133.7	136.8	136.2	-0.4	1.9
	Food <sup>4</sup>	144.9	151.1	150.2	-0.6	3.7
	Shelter <sup>5</sup>	141.5	144.6	144.8	0.1	2.3
	Household operations, furnishings and equipment	123.0	123.5	123.6	0.1	0.5
	Clothing and footwear	96.0	94.7	98.5	4.0	2.6
	Transportation	138.4	143.3	140.3	-2.1	1.4
	Health and personal care	126.1	127.8	127.8	0.0	1.3
	Recreation, education and reading	117.0	119.8	118.0	-1.5	0.9
	Alcoholic beverages, tobacco products and recreational cannabis	169.7	171.1	170.9	-0.1	0.7
	All-items excluding food	131.5	134.0	133.5	-0.4	1.5
	All-items excluding food and energy <sup>6</sup>	128.1	131.3	130.8	-0.4	2.1
	All-items excluding alcoholic beverages, tobacco products and smokers' supplies and recreational cannabis	132.5	135.7	135.1	-0.4	2.0
	All-items excluding energy <sup>6</sup>	131.1	134.8	134.3	-0.4	2.4
	All-items excluding gasoline	131.7	135.4	134.8	-0.4	2.4
	Energy <sup>6</sup>	166.3	159.3	158.7	-0.4	-4.6
	Goods <sup>7</sup>	121.1	122.5	122.7	0.2	1.3
	Durable goods <sup>7</sup>	89.2	91.2	90.9	-0.3	1.9
	Semi-durable goods <sup>7</sup>	98.2	97.0	100.2	3.3	2.0
	Non-durable goods <sup>7</sup>	146.3	148.3	147.6	-0.5	0.9
	Services <sup>8</sup>	146.3	150.9	149.5	-0.9	2.2



**TO:** Administration & Finance Executive Committee

**FROM:** Dawn Galusha, Treasurer

**DATE:** October 16, 2019

**SUBJECT:** 2020 Budget Timetable

---

**BACKGROUND**

Early preparation and planning are critical components of an effective budget process. The budget timetable provides a logical process and ensures that all information is available when required. The attached proposed 2020 Budget Timetable has been prepared with Administration's intention to present the most accurate budget possible, up front. This means that the laborious line by line review will be done prior to submitting the budgets to Committees and then to Council as a whole.

Also, in this consideration is the time of the meetings. Please consider a start time of 2:00 pm in order to achieve the greatest amount of focus and deliberation of the vast amount of information presented at Budget meetings.

### **Proposed 2020 Budget Schedule**

November 25, 2019- Treasurer to Prepare Document for Managers- This will have October YTD column

December 10, 2019- All Managers to have their budgets ready for final line by line review after Managers' Meeting

January- First Committee meetings of year- Divisional Capital and Operating Budgets presented and discussed

After Committee Approval- Treasurer to compile the Draft Budget Document to be out to Council by January 18, 2020

January 20, 2020- Special Committee of the Whole- Capital Budget Meeting- Administration to have everything prioritized and only include what is feasible in the year- Potential approval of the entire Capital Budget so that we are able to move forward with securing contractors and suppliers.

February 3, 2020- Special Committee of the Whole- Operating Budget Meeting

February 18, 2020- Special Committee of the Whole- Operating Budget Meeting

March 2, 2020- Special Committee of the Whole- Operating Budget Meeting- Ratification

March 23, 2020- Council- Anticipated Passage

**TO: Administration & Finance Executive Committee**  
**FROM: Dawn Galusha, Treasurer**  
**DATE: October 23, 2019**  
**SUBJECT: Doug Brown, CAO – Legal Proceedings Travel Expense Claim**

---

**BACKGROUND**

Attached is a copy of the Schedule “B” Travel Expenses of \$139.92 for attendance at the Service Ontario Centre in Thunder Bay for legal proceedings on October 2-3, 2019 as submitted by Doug Brown, CAO.

Conference Expenses

1. Transportation- Gas	\$ 56.92
2. Meals	65.00
3. Per Diem	10.00
4. Parking	<u>8.00</u>
Total Travel Expense Claims	<u><u>\$139.92</u></u>

The travel expense claim is in compliance with Town of Fort Frances Travel Policy Number 3.11.

**TOWN OF FORT FRANCES - SCHEDULE "B"  
TRAVEL EXPENSE STATEMENT**

1.	Attendee	Doug Brown							
2.	Conference/Seminar Attended	LEGAL PROCEEDINGS							
	Location (Facility and City)	Service Ontario Centre - Thunder Bay							
	Dates	Oct 2 <sup>nd</sup> / 3 <sup>rd</sup> / 19							
3.		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
	Accommodation					146.90			146.90
	Transportation					56.92			56.92
	Breakfast					13.00			13.00
	Lunch					17.00			17.00
	Dinner				35.00				35.00
	Per Diem				5.00	5.00			10.00
	Other PARKING					8.00			8.00
4.	Prepaid Expenses	Registration		Air Travel		Other		Total	
		NA		NA		NA		NA	
5.	Town Used Vehicle	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Reason					Total
	Mileage Claimed	KM x CRA rate =							/
6.	Approved	Total Expenses							286.82
		Advance Received							/
		Balance Claimed							139.92
		Balance Refunded							139.92

kathy/ba  
DB  
DB  
DB  
DB  
DB  
DB

**The agenda must be attached to process payment**

In claiming the above amounts, I certify that the expenses have been incurred on behalf of the Town, that the means of transportation were the most economical, with due regard to convenience, and that the expenditures were made in the exercise of my duties. NB – a valid and detailed receipt must accompany hotel Visa slips.

Date Oct 4/19

Employee Signature Doug Brown

Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

Division Manager Signature \_\_\_\_\_

Date	Treasurer	10-020-0252-1200-7/1253	Cashier
------	-----------	-------------------------	---------

H/R  
COSTS

Kathy's Visa



Kathryn Lawson  
320 Portage Ave  
Fort Frances, ON P9A 3P5  
Canada  
Brown, Douglas  
Company Name: Township of Fort Frances

Room No. 417  
Arrival : 10/02/19  
Departure : 10/03/19  
Invoice No. :  
Conf. No. : 490935  
Cashier No. : 53  
Purchase :  
Order :  
A/R No. :

Group Name:

**INVOICE**

HST No.: 10009 4077 RT 0004

Date	Description	Charges	Credits
10/02/19	Room Charge	125.00	
10/02/19	Municipal Accommodation Tax (4%)	5.00	
10/02/19	HST on MAT (13%)	0.65	
10/02/19	Harmonized Sales Tax (13%)	16.25	
10/03/19	Visa - Front Desk		146.90
Total Charges		146.90	
Total Credits			146.90
Balance			0.00

Page No. 1 of 1

Signature: \_\_\_\_\_

I agree to the charges and understand that any outstanding charges will be charged to my credit card after departure.

Valhalla Inn

1 Valhalla Inn Road, Thunder Bay, P7E 6J1 || Telephone: 807-577-1121 || Fax: 807-475-4723 || [www.valhallainn.com](http://www.valhallainn.com)

10-020-0252-1200-71253

PETRO-CANADA  
4794 HWY 11-17  
KAKABEKA FALLS  
Ontario POT 1W0

*Dya*

F-HST: 863700670 (807) 577-8767  
P-HST: 863700670  
2019-10-03 PC0038896:1056801 14:02  
TERMINAL: 051056801 OPER: A  
PAYPOINT: 051056801

FUEL	(L)	(\$/L)	(\$)
Pump 1			
Regular	42.820	1.329	56.92*
Total Owed			56.92

**TOTAL PAID**  
**CREDIT CARD \$ 56.92**

\*TAXES INCL. #TAXES EXCL.

F-HST TOTAL \$ 2.52  
P-HST TOTAL \$ 4.03

VISA \*\*\*\*\*3059 C  
INV. 002045 AUTH. 06729I  
Purchase  
C 0010010010 00 027

VISA CREDIT  
A0000000031010  
8080008000  
7800

VERIFIED BY PIN

00 APPROVED - THANK YOU

--- IMPORTANT ---  
Retain This Copy For Your Records

CUSTOMER COPY

Learn how to  
save 3 cents/L  
every day at  
[Petro-Canada.ca/RBC](http://Petro-Canada.ca/RBC)

*Don Brown* *Personal Visa*

RECEIPT

Stall # 6

Expiration Date/Time

06:16 PM

OCT 03, 2019

Purchase Date/Time: 10:16am Oct 03, 2019  
Total Due: \$8.00 Rate: Daily Rate (8 Hrs)  
Total Paid: \$8.00 Payment Type: Card  
Ticket #: 50021920  
S/N #: 500012210372  
Setting: Lot 509 Thunder Bay  
Mach Name: Lot 509 Thunder Bay

*10-020-0252-1200-71253*  
#\*\*\*\*\*3059, Visa

Auth #: 0106

G RECEIPT PARKING RECEIPT PARKING RECEIPT PARKING RECEIPT



**ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2019/90**

**TO:** Administration & Finance Executive Committee

**FROM:** Dawn Galusha, Treasurer

**DATE:** October 16, 2019

**SUBJECT:** Amended Property Assessment Notice

RE:	241 Church St	(2019)	Roll # 5912-020-007-02900-0000
	237 Church St	(2019)	Roll # 5912-020-007-02800-0000

---

**BACKGROUND**

Attached are the Amended Property Assessment Notices for the 2019 taxation year under the *Assessment Act* from MPAC resulting from correction of factual information regarding the properties has resulted in a change to the assessment and/or classification. These changes are effective for taxation beginning January 1, 2019. In addition, the two role numbers have been consolidated into one.

That total financial impact of the Amended Property Assessment Notices is \$3,696.35 consisting of a reduction of municipal revenue of \$3,100.96 and education revenue of \$595.39 as listed in the attached Write-offs/Tax Account Adjustment worksheet.



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

Issue Date:  
May 29, 2019

POIRIER DAVID WILFRID  
RMB 96  
908 CHRISITIE AVE N  
FORT FRANCES ON P9A 2G5



**THIS IS NOT A TAX BILL.**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

**Why am I receiving this Notice?**

This Amended Property Assessment Notice replaces the Notice we previously sent. We have corrected factual information about your property which has changed the assessment and/or classification. This change is effective for taxation beginning January 1, 2019.

**Account Information:**

Roll Number	59 12 020 007 02800 0000
AboutMyProperty™ Access Key	F7697 AFC1E 8FEEC
Your property's location and description	237 CHURCH ST PLAN ALB LOT 225 PCL 883
Municipality	FORT FRANCES TOWN

**Amended assessment information:**

MPAC's assessed value of your property as of <b>January 1, 2016</b>	\$97,000
MPAC's assessed value of your property as of <b>January 1, 2012</b>	\$90,880
Between <b>2012</b> and <b>2016</b> , your property's assessed value changed by	\$6,120

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2019 to 2020 property taxes.

**Please see Attachment (1) for an itemized list of the assessment changes and the assessment for each property classification related to your property.**

# Amended Property Assessment Notice

For the 2019 to 2020  
property taxation years

**This Amended  
Property Assessment  
Notice has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required**

unless you disagree  
with your assessment.

**CONTACT US**

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility  
needs, please call us  
for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

About My  
Property.ca



## Property summary

Roll Number:	59 12 020 007 02800 0000
Property type	Six-plex
Property information	Frontage: 66.00 feet Depth: 165.00 feet Lot area: 10,890.00 square feet
Building - exterior square footage	1,500 square feet
Year of construction	1910

## Understanding your Amended Property Assessment Notice

MPAC previously sent a Notice on the assessed value and/or classification of your property. Since then, we have made corrections in the factual information about your property.

This may include the property's:

- buildings or other structures
- use
- lot size
- legal description, or
- other factual information that affects its assessed value and/or classification

Why am  
I receiving ?  
this notice ■

## Have questions about your property assessment?

Register and log in to [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) to learn more about how your property was assessed, see the information we have on file, as well as to compare it to others in your area. You can register using the **Roll Number** and **Access Key** in the Account Information section on page 1 of this Notice.

### Have questions?

We're here to help. Contact us at 1 866 296-6722 and one of our property assessment experts will help guide you through your Notice. Have a question about your property taxes? Contact your municipality for assistance.

### Still not sure about your property's assessed value?

You can file a Request for Reconsideration at [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca) and MPAC will review your assessment, free of charge. You also have the option to file an appeal with the ARB. Your Request for Reconsideration and appeal deadlines are on page 3 of this Notice.

About My  
Property.ca



## Attachment (1)

Roll Number: 59 12 020 007 02800 0000

### Change(s) to your property assessment

#### Previous assessment information

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2019
Commercial Taxable	\$41,000	\$43,700	\$43,025
Residential Taxable	\$49,000	\$52,300	\$51,475
Total	\$90,000	\$96,000	\$94,500

#### Amended for the 2019-2020 tax years

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	2019	Phase-in value for tax years 2020
Residential Taxable	\$90,880	\$97,000	\$95,470	\$97,000

#### School support:

Property class	2019 Assessment
Residential English-Public	\$95,470

### Deadlines for a Request for Reconsideration (RfR) and/or appeal of the assessment change(s)

If you do not agree with the change(s) in the value and/or the classification, you may file an RfR or appeal.

#### Owners of a property with a residential, farm or managed forests classification:

If you want a review of your property assessment change(s), the first step is to ask MPAC for a free-of-charge RfR. You must do this before you can appeal to the Assessment Review Board (ARB).

**Your deadline for requesting an RfR is September 26, 2019.** To file an RfR, visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

#### Owners of other property classifications:

You may (but do not have to) ask for a free-of-charge RfR before considering an appeal to the ARB.

**Your ARB filing deadline is September 26, 2019.** To file an appeal, visit the ARB's website at [www.elto.gov.on.ca](http://www.elto.gov.on.ca).

#### For all properties:

If you submit an RfR, you must wait for MPAC's decision before you may appeal to the ARB.

#### Occupants directing school taxes

The following information outlines the units on your property directing school taxes. This is not necessarily associated with the classification of your property.

Please see the "Change(s) to your property assessment" section of this Notice for information regarding the property classification for taxation purposes.

Sub. No.	Unit Class	Name & Location of Occupant	School Board Supported	School Board Taxes
0005	RU	VACANT 241 CHURCH ST A	Per Owner	Per Owner



## Attachment (1) continued

Roll Number: 59 12 020 007 02800 0000

Sub. No.	Unit Class	Name & Location of Occupant	School Board Supported	School Board Taxes
0006	RU	VACANT 241 CHURCH ST B	Per Owner	Per Owner
0007	RU	VACANT 241C CHURCH ST	Per Owner	Per Owner

### Legend for occupants directing school taxes

RU: Residential unit  
RDU: Recreational dwelling unit  
FRU: Farm residential unit  
MF: Managed forests  
CL: Conservation land  
FL: Farm land



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

consolidated c 2.7.02800

Issue Date:  
May 29, 2019

SMITH AUDRA DAWN  
MASON ALAN ROY RYAN  
RMB 96  
RR 1  
FORT FRANCES ON P9A 3M2



## Amended Property Assessment Notice

For the 2019 to 2020  
property taxation years

**THIS IS NOT A TAX BILL.**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

### Why am I receiving this Notice?

A change in the legal description of your property has resulted in a change to the roll number. This change is effective for taxation beginning January 1, 2019.

### Account Information:

<b>Roll Number</b>	59 12 020 007 02900 0000
Your property's location and description	241 CHURCH ST PLAN ALB PT LOT 225 PT PCL 883
Municipality	FORT FRANCES TOWN

### Previous assessment information:

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2019
Residential Taxable	\$145,000	\$146,000	\$145,750

### Amended assessment information:

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2019 to 2020
Residential Taxable	\$0	\$0	\$0

### Deadlines for a Request for Reconsideration (RfR) and/or appeal of the assessment change(s)

If you do not agree with the change(s) in the value and/or the classification, you may file an RfR or appeal.

#### Owners of a property with a residential, farm or managed forests classification:

If you want a review of your property assessment change(s), the first step is to ask MPAC for a free-of-charge RfR. You must do this before you can appeal to the Assessment Review Board (ARB).

**Your deadline for requesting an RfR is September 26, 2019.**  
To file an RfR, visit  
[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

#### Owners of other property classifications:

You may (but do not have to) ask for a free-of-charge RfR before considering an appeal to the ARB.

**Your ARB filing deadline is September 26, 2019.** To file an appeal, visit the ARB's website at  
[www.elto.gov.on.ca](http://www.elto.gov.on.ca).

#### For all properties:

If you submit an RfR, you must wait for MPAC's decision before you may appeal to the ARB.

**This Amended  
Property Assessment  
Notice has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required**

unless you disagree  
with your assessment.

### CONTACT US

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility  
needs, please call us  
for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

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Property.ca

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
PRAN														
	2019	2.7.02800	-43,025	CTN	0.03227896	0.01003036	-1,388.80					-431.56		-1,820.36
	2019	2.7.02800	43,995	RTEP	0.01682625	0.00161	740.27	70.83						811.10
							-648.53	70.83				-431.56		-1,009.26
	2019	2.7.02900	-145750	RTEP	0.01682625	0.00161	-2,452.43	-234.66						-2,687.09

*041 Church - now consolidated in 037 Church 2.7.02800*

**TO:** Administration & Finance Executive Committee

**FROM:** Dawn Galusha, Treasurer

**DATE:** October 17, 2019

**SUBJECT:** Advisory Notice of Adjustment  
RE: 1112 Kings Highway (2017, 2018, 2019) Roll # 5912-010-006-09000-0000

---

#### **BACKGROUND**

Attached are the Advisory Notices of Adjustment for the 2017, 2018, and 2019 taxation years under the *Assessment Act* from MPAC resulting from the correction of information after the ARB decision of 2016 regarding the property. This has resulted in a change to the assessment phase-in value for each of the years.

That total financial impact of the Notices is \$2,016.72 consisting of a reduction of municipal revenue of \$1,506.82 and education revenue of \$509.90 as listed in the attached Write-offs/Tax Account Adjustment worksheet.



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

Issue Date:  
June 24, 2019

## Advisory Notice of Adjustment

For the 2017 property  
taxation year

LOBLAW PROPERTIES WEST INC  
C/O LOBLAW PROPERTIES LIMITED MUNICIPAL  
ASSESSMENTS  
1 PRESIDENT'S CHOICE CIR FLR 4 SOUTH  
TORONTO ON L6Y 5S5



### THIS IS NOT A TAX BILL.

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

#### Why am I receiving this Notice?

You are receiving this Advisory Notice of Adjustment as a result of a 2016 Assessment Review Board Decision.

Due to this decision, MPAC has adjusted the property classification(s) and/or value(s) of your property for the 2017 property tax year. Please see below for information on the change(s).

#### Account Information:

Roll Number	59 12 010 006 09000 0000
AboutMyProperty™ Access Key	6748D 9601B 91703
Your property's location and description	1112 KINGS HIGHWAY PT RGE LOT 42 PCL 15276A
Municipality	FORT FRANCES TOWN

#### Adjusted assessed value of your property:

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2017 property taxes.

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2017
Commercial Taxable: Vacant Land	\$161,000	\$204,000	\$171,750

#### School support:

Property class	2017 Assessment
Commercial	Not Applicable \$171,750

**This Advisory Notice of  
Adjustment has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required.**

#### CONTACT US

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility  
needs, please call us  
for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

AboutMy  
Property.ca



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

Issue Date:  
June 24, 2019

LOBLAW PROPERTIES WEST INC  
C/O LOBLAW PROPERTIES LIMITED MUNICIPAL  
ASSESSMENTS  
1 PRESIDENT'S CHOICE CIR FLR 4 SOUTH  
TORONTO ON L6Y 5S5

## Advisory Notice of Adjustment

For the 2018 property  
taxation year

### THIS IS NOT A TAX BILL.

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

#### Why am I receiving this Notice?

You are receiving this Advisory Notice of Adjustment as a result of a 2016 Assessment Review Board Decision.

Due to this decision, MPAC has adjusted the property classification(s) and/or value(s) of your property for the 2018 property tax year. Please see below for information on the change(s).

#### Account Information:

Roll Number	59 12 010 006 09000 0000
AboutMyProperty™ Access Key	6748D 9601B 91703
Your property's location and description	1112 KINGS HIGHWAY PT RGE LOT 42 PCL 15276A
Municipality	FORT FRANCES TOWN

#### Adjusted assessed value of your property:

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2018 property taxes.

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2018
Commercial Taxable: Vacant Land	\$161,000	\$204,000	\$182,500

#### School support:

Property class	2018 Assessment
Commercial	Not Applicable \$182,500

**This Advisory Notice of  
Adjustment has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required.**

#### CONTACT US

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

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[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

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MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

Issue Date:  
June 24, 2019

## Advisory Notice of Adjustment

For the 2019 property  
taxation year

LOBLAW PROPERTIES WEST INC  
C/O LOBLAW PROPERTIES LIMITED MUNICIPAL  
ASSESSMENTS  
1 PRESIDENT'S CHOICE CIR FLR 4 SOUTH  
TORONTO ON L6Y 5S5



### THIS IS NOT A TAX BILL.

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

#### Why am I receiving this Notice?

You are receiving this Advisory Notice of Adjustment as a result of a 2016 Assessment Review Board Decision.

Due to this decision, MPAC has adjusted the property classification(s) and/or value(s) of your property for the 2019 property tax year. Please see below for information on the change(s).

#### Account Information:

Roll Number	59 12 010 006 09000 0000
AboutMyProperty™ Access Key	6748D 9601B 91703
Your property's location and description	1112 KINGS HIGHWAY PT RGE LOT 42 PCL 15276A
Municipality	FORT FRANCES TOWN

#### Adjusted assessed value of your property:

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2019 property taxes.

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2019
Commercial Taxable: Vacant Land	\$161,000	\$204,000	\$193,250

#### School support:

Property class	2019 Assessment
Commercial	Not Applicable \$193,250

**This Advisory Notice of  
Adjustment has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required.**

#### CONTACT US

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

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for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

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MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

COPY

### **Still have questions?**

We're here to help. Contact us at 1 866 296-6722 or TTY 1 877 889-6722 and one of our property assessment experts will help guide you through your Notice.

NOBIS

# Days ANA	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
	2017	1.6.09000	-32,250	CX	0.02285733	0.00779220	-737.15					-251.30		-988.45
	2018	1.6.09000	-21,500	CX	0.02208010	0.00738867	-474.72					-158.86		-633.58
	2019	1.6.09000	-10,750	CX	0.02743712	0.00927809	-294.95					-99.74		-394.69
							-1,506.82					-509.90		-2,016.72

**TO:** Administration & Finance Executive Committee

**FROM:** Dawn Galusha, Treasurer

**DATE:** October 17, 2019

**SUBJECT:** Special Amended Property Assessment Notice  
RE: 250 Church Street (2019) Roll # 5912-020-007-03800-0000

---

#### **BACKGROUND**

Attached is the Special Amended Property Assessment Notice for the 2019 taxation years under the *Assessment Act* from MPAC resulting from a change in legislation. Effective January 1, 2019, the Assessment Act was amended to include a new property tax exemption for land used and occupied as a memorial home, clubhouse or athletic grounds by an Ontario branch of the Royal Canadian Legion.

That total financial impact of the Notices is \$3,576.63 consisting of a reduction of municipal revenue of \$3,264.29 and education revenue of \$312.34 as listed in the attached Write-offs/Tax Account Adjustment worksheet. By-Law 11/15 allows the Royal Canadian Legion to apply for exemption of the municipal portion of taxes for the period 2010-2019. As this By-law has reached the end of its term, the Clerk's office has advised that it is not necessary to rescind.



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

Issue Date:  
September 16, 2019

ROYAL CANADIAN LEGION  
PO BOX 819 STN MAIN  
FORT FRANCES ON P9A 3N1



**THIS IS NOT A TAX BILL.**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing and classifying more than five million properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario.

**Why am I receiving this Notice?**

You are receiving this Special Amended Property Assessment Notice because of a change in legislation.

Effective January 1, 2019, the *Assessment Act* was amended to include a new property tax exemption for land used and occupied as a memorial home, clubhouse or athletic grounds by an Ontario branch of the Royal Canadian Legion. The tax liability shown in Attachment (1) reflects the change from the previous assessment notice(s).

**Account Information:**

Roll Number	59 12 020 007 03800 0000
AboutMyProperty™ Access Key	D76F0 AB260 5F079
Your property's location and description	250 CHURCH ST PLAN ALB LOT 337 PCL 7173
Municipality	FORT FRANCES TOWN
School support - see Attachment (1)	

**Assessment overview:**

MPAC's assessed value of your property as of <b>January 1, 2016</b>	\$194,000
MPAC's assessed value of your property as of <b>January 1, 2012</b>	\$193,251
Between <b>2012</b> and <b>2016</b> , your property's assessed value changed by	\$749

Under the phase-in provision in the *Assessment Act*, an increase in assessed value is introduced gradually. A decrease in assessed value will be introduced immediately. The January 1, 2016 assessed value and classification of your property will be used as the basis for calculating your 2019 to 2020 property taxes.

**Please see Attachment (1) for an itemized list of the assessment changes and the assessment for each property classification related to your property.**

## Special Amended Property Assessment Notice

For the 2019 property  
taxation year

**This Special Amended  
Property Assessment  
Notice has important  
information for you as  
a property owner.**

Please review it and file it  
away for your records.

**No action is required**

unless you disagree  
with your assessment.

**CONTACT US**

1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday  
8 a.m. to 5 p.m.

If you have accessibility  
needs, please call us  
for assistance.

[www.aboutmyproperty.ca](http://www.aboutmyproperty.ca)

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## Attachment (1)

Roll Number: 59 12 020 007 03800 0000

### Change(s) to your property assessment

Please see below for the change(s) to your property's assessment and the effective date.

**Effective Date:** January 1, 2019

Property class/ qualifier	Value as of Jan. 1, 2012	Value as of Jan. 1, 2016	Phase-in value 2019
Exempt	\$193,251	\$194,000	\$193,813

### School support:

Property class	2019 Assessment
Exempt	Not Applicable \$193,813

### Deadlines for a Request for Reconsideration (RfR) and/or appeal of the assessment change(s)

If you do not agree with the change(s) in the effective date, the value or the classification, you may file an RfR or appeal.

#### Owners of a property with a residential, farm or managed forests classification:

If you want a review of your property assessment change(s), the first step is to ask MPAC for a free-of-charge RfR. You must do this before you can appeal to the Assessment Review Board (ARB).

**Your deadline for requesting an RfR is January 14, 2020.** To file an RfR, visit [www.aboutmyproperty.ca](http://www.aboutmyproperty.ca).

#### Owners of other property classifications:

You may (but do not have to) ask for a free-of-charge RfR before considering an appeal to the ARB.

**Your ARB filing deadline is January 14, 2020.** To file an appeal, visit the ARB's website at [www.elto.gov.on.ca](http://www.elto.gov.on.ca).

#### For all properties:

If you submit an RfR, you must wait for MPAC's decision before you may appeal to the ARB.



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

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**Still have questions?**

We're here to help. Contact us at 1 866 296-6722 or TTY 1 877 889-6722 and one of our property assessment experts will help guide you through your Notice.

Reg/101

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
SAN														
	2019	2.7.03800	-194,000	RTEP	0.01682625	0.00161	-3,264.29	-312.34						-3,576.63
	2019	2.7.03800	193,000	EN	0	0.00000	0.00					0.00		0.00
							-3,264.29					0.00		-3,576.63



TOWN OF FORT FRANCES

BY-LAW NO. 11/15

(Being a by-law to exempt from municipal portion of taxes land that is used and occupied as a memorial home, clubhouse or athletic grounds by persons who served in the armed forces of His or Her Majesty or of an ally of His or Her Majesty in any war (*The Assessment Act* R. S. O., Section 6.1 (1))

WHEREAS such Clubhouse is now established on Lot 337, Town Plot of Alberton in the Town of Fort Frances;

AND WHEREAS the Royal Canadian Legion (Fort Frances) Branch 29 has made application to Council of the Town of Fort Frances for exemption from taxation for a ten year period (2010 to 2019);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances  
HEREBY ENACTS as follows:

1. That Lot 337, Town Plot of Alberton, in the said Town of Fort Frances, and the buildings thereon are hereby exempt from the municipal portion of taxes so long as the same are used as a Clubhouse for the officers (men and women) of the Fort Frances Unit of the Royal Canadian Legion, Branch 29 during the years 2010 to 2019.
2. Notwithstanding the provisions of the next preceding clause of this by-law, should the said land or any portion thereof be used at any time for commercial purposes, or for any purpose other than that set forth in this by-law, the said land or such portion thereof as may be used for such other purposes shall forthwith cease to be exempt from taxation under the provision of this by-law.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23<sup>rd</sup> day of March 2015.

*Original signed by R. Avis*

\_\_\_\_\_  
R. Avis, Mayor

*Original signed by E. Slomke*

\_\_\_\_\_  
E. Slomke, Clerk

October 15, 2019

REPORT TO: Administration & Finance Executive Committee  
FROM: Elizabeth (Lisa) Slomke, Clerk  
SUBJECT: Procedure By-law Review

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## BACKGROUND INFORMATION

The *Municipal Act, 2001*, section 238 (copy attached) provides guidance to Ontario municipalities related to the establishment of a Procedure By-law. When you are reviewing this section pay close attention to phrases that contain the words 'shall' and 'may' as they have very distinct meanings. Simply put, when the legislation indicates that a municipality shall do something, there is no choice. Section 238 (2) indicates that: "Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings."

The legislation does not provide Ontario municipalities with details as to what should or should not be included in their procedure by-laws. Each municipality is unique and the Procedure By-law that governs each municipality is also unique. I have yet to locate two that are identical. Certain components are more important to spell out for some municipalities and may be less critical elsewhere.

The current Town of Fort Frances Procedure By-law 34/95 (attached) was created in 1995 and has had revisions A, B, C, D and E in 1996, 1996, 2007, 2015 and 2017 respectively. A thorough review has not been undertaken in several years. There is no legislated requirement to complete scheduled reviews, but as the provincial legislation is amended, in many instances it becomes necessary to amend the procedure by-law (i.e. 2017 amendment changed the definition of meeting as per Bill 68). Many municipalities have adopted the practice of reviewing these types of by-laws at least once per term of Council.

In addition to the Procedure By-law, Members of Council of the Town of Fort Frances are also governed by several other pieces of legislation, by-laws and policies/procedures which include (but not limited to):

- Municipal Act, 2001
- Municipal Conflict of Interest Act
- Municipal Elections Act
- Occupational Health & Safety Act
- Municipal Freedom of Information and Protection of Privacy Act
- Planning Act

- Accessibility for Ontarians with Disabilities Act
- Human Rights Code
- Municipal Code of Conduct 04/19
- Notice By-law 64/02
- Staff/Council Relations Policy 3.32

## **NEXT STEPS**

Due to the fact that the existing Procedure By-law is over 20 years old, I recommend that a complete review/rewrite take place. Further, I suggest that sections of a new by-law are brought forward for consideration through the Administration & Finance Executive Committee as often as time permits until a new Procedure By-law has been drafted. Once a full draft has been vetted by Administration & Finance Executive Committee, then appropriate advertising will be undertaken for the draft by-law to be considered by Committee of the Whole. Upon receipt of the Committee of the Whole's approval / feedback the new Procedure By-law will be considered at a subsequent Council Meeting.

Council approval of this report will agree to the recommendation of Administration to complete a review/rewrite of the Procedural By-law in steps as further outlined in the report.
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## PROCEDURE BY-LAW

### Procedure by-law

#### Definitions

**238** (1) In this section and in sections 239 to 239.2,

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; (“comité”)

“local board” does not include police services boards or public library boards; (“conseil local”)

**Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “local board” in subsection 238 (1) of the Act is amended by striking out “police services boards” and substituting “police service boards”. (See: 2019, c. 1, Sched. 4, s. 33 (8))**

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where,

- (a) a quorum of members is present, and
- (b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee. (“réunion”) 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2); 2017, c. 10, Sched. 1, s. 25 (1).

#### Procedure by-laws respecting meetings

(2) Every municipality and local board **shall** pass a procedure by-law for governing the calling, place and proceedings of meetings. 2001, c. 25, s. 238 (2).

#### Notice

(2.1) The procedure by-law **shall** provide for public notice of meetings. 2006, c. 32, Sched. A, s. 102 (3).

#### Outside municipality

(3) The procedure by-law **may** provide that meetings be held and public offices be kept at a place outside the municipality within an adjacent municipality. 2001, c. 25, s. 238 (3).

#### Electronic participation

(3.1) The applicable procedure by-law **may** provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is open to the public to the extent and in the manner set out in the by-law provided that any such member **shall not** be counted in determining whether or not a quorum of members is present at any point in time. 2017, c. 10, Sched. 1, s. 25 (2).

## **Same**

(3.2) The applicable procedure by-law **shall not** provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is closed to the public. 2017, c. 10, Sched. 1, s. 25 (3).

## **Presiding officer**

(4) The procedure by-law **may**, with the consent of the head of council, designate a member of council, other than the head of council, to preside at meetings of council. 2006, c. 32, Sched. A, s. 102 (4).

## **Secret ballot**

(5) A presiding officer **may** be designated by secret ballot. 2006, c. 32, Sched. A, s. 102 (4).



# FIRE & RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## SEPTEMBER 2019 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Training; Public Education; and Public Service	Training Sessions:	Public Ed & Prevention; Public Events; Public Service:	Fire Safety Standards Enforcement Inspections / Re-inspections for 2019:	Fire Drills	EMS Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
63	6	0	143	0	6	4	N/A
Alarm Calls:	MVC Calls:	Ice / Water Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Tickets Issued:
10	1	0	2	0	0	1	0

TEAM MEMBERS RESPONDED TO 24 EMERGENCY RESPONSE CALLS DURING SEPTEMBER 2019.

### Total Hours:

- 15 Hours was spent on responding to emergency incidents.
- 48 Hours was spent on training.

### Time of Day:

During this month, **75%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **25%** of our calls for service occurred during the Night Shift between 19:00 & 07:00.

### Fire Prevention Inspections / Re-inspections:

**20** inspections / re-inspections were completed in September, which brings our total to **143** inspections / re-inspections completed since January 1<sup>st</sup>, of this year.

### Fire Response Calls:

There were **4** Fire Response Calls:

- 1 was a cooking related fire at a restaurant, which was extinguished by the over-head fire suppression system.
- 1 was an engine fire on an airplane, which ended up landing only on one engine at the Fort Frances Municipal Airport.
- 1 was a vehicle fire.
- 1 was an electrical motor fire in a furnace.



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## SEPTEMBER 2019 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

### Emergency Medical Services (EMS) Response Calls:

There were 6 EMS Calls. One of the calls was an EMS/Rescue Call to respond to an Island. In fact, this is the third time this year we had to utilize our small 14-foot boat. As well, we have had to acquire a larger boat on responses due to the fact of the size of our boat.

**Fire Alarms:** 10 False Fire Alarm Call.

**MVC (Motor Vehicle Crashes):** 1

**(CO) Carbon Monoxide / Gas Leak Calls:** 1 Actual CO (Carbon Monoxide) Call and 1 Actual Natural Gas Leak Call.

**Other Calls:** 1 was a power failure at the Water Tower, which involved our paging system. We received an alarm from the monitoring agency and quickly corrected the issue.

### Training:

Training consisted of three separate 2-hour training sessions.

As well, three team members and I attended three full days of training at Fire Con in Thunder Bay. In fact, Fire Con was an opportunity for me to actively engage with the Deputy Fire Marshal of Ontario and the Assistant Deputy Fire Marshal of Ontario.

As well, I sat down with the Principal of the Ontario Fire College and received his endorsement and approval to host a specific Fire Inspector course in Thunder Bay; I will be travelling to Thunder Bay along with two other team members on November 11<sup>th</sup> so we can attend a Fire Inspector course on November 12<sup>th</sup> to 15<sup>th</sup>.

### NFPA 1033 Fire Investigator Course: August 2018

Last August 2018, Wayne Riches and Doug Wright attended the Grimsby Regional Training Centre in Grimsby, Ontario for a NFPA 1033 Fire Investigator course.

It was a lengthy process as we needed actual structure fires to investigate, which in 2018 we did not have any.

In 2019, we have had some structure fires to investigate. Wayne Riches and Doug Wright submitted their final assignments to the Ontario Fire College and were both successful in attaining their **NFPA 1033 - Fire Investigator Certification**. Congratulations Wayne and Doug ... well done!

### Public Fire Safety Education / Public Events / Public Service / Community Spirit / Highlights:

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin, as well as on our towns official Facebook Page.



# FIRE & RESCUE SERVICE

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## SEPTEMBER 2019 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC



Meanwhile, our team is preparing to kick off this year's Fire Prevention Week with a Fire Safety Day at Canadian Tire.

We will also be visiting J.W. Walker, Robert Moore and St. Michaels Schools to deliver fire safety presentations and show the fire truck. Typically, we engage with between 550 to 600 students, as well as over 70 teaching staff with our annual school visits during Fire Prevention Week.

As well, our team members will utilize our fire practice on the October 8<sup>th</sup> to hand-out fire prevention materials at the Memorial Sports Centre.

We will also be attending the Fort Frances Public Library Technology Centre on October 15<sup>th</sup> to speak with children of the "Tween Club Program" about fire safety and prevention, as well as home escape planning.



## 2019 RESERVE FUNDS

Account Name	G/L Account #	Balance as at Dec 31/18	Interest Earned 1st Quarter	Contributions to (from) Reserve Funds	Interest Earned 2nd Quarter	Contributions to (from) Reserve Funds	Interest Earned 3rd Quarter (*See Note)	Subtotal Q3
Museum Projects	30-002-0000-0810-20805	34,767.20	152.66		153.73		360.90	35,434.49
Handi-Transit MTO Gas Tax	30-002-0000-0810-20809	45,008.59	197.63		199.01		467.21	45,872.44
Children's Complex Projects	30-002-0000-0810-20811	66,154.15	290.47		292.50		686.71	67,423.83
Daycare/Toy Library Donations	30-002-0000-0810-20812	2,752.11	12.08		12.17		28.57	2,804.93
Parks & Cemeteries Projects	30-002-0000-0810-20823	47,327.39	207.81		209.26		491.28	48,235.74
Public Library & Technology Centre	30-002-0000-0810-20827	203,400.59	893.10		899.35		2,111.39	207,304.43
Sister Kennedy Centre Projects	30-002-0000-0810-20832	21,895.36	96.14		96.81		227.28	22,315.59
Post Landfill Closure	30-002-0000-0810-20851	746,146.84	3,276.21		3,299.13		7,745.35	760,467.53
Waterworks & Sanitary Sewer	30-002-0000-0810-20860	5,554,164.26	24,387.42		24,558.07		57,654.84	5,660,764.59
Watermeter Replacement	30-002-0000-0810-20870	113,259.54	497.30		500.78		1,175.69	115,433.31
Townshend Theatre	30-002-0000-0810-20871	115,134.94	505.54		509.08		1,195.15	117,344.71
Municipal Accom. Tax Reserve Fund	30-002-0000-0810-20872	-	-		-	41,818.63	430.30	42,248.93
Corporate Vehicles/Equipment	30-002-0000-0810-20874	1,207,735.25	5,302.97		5,340.07		12,536.85	1,230,915.14
Corporate Building	30-002-0000-0810-20875	1,804,881.06	7,924.94		7,980.39		18,735.50	1,839,521.89
Corp. Projects Reserve	30-002-0000-0810-20876	1,803,223.14	7,917.66		7,973.06		18,718.29	1,837,832.15
Corporate Contingency	30-002-0000-0810-20877	1,288,461.44	5,657.42		5,697.01		13,374.83	1,313,190.70
Federal Gas Tax Reserve	30-002-0000-0810-20878	-	-		-	741,329.71	7,628.12	748,957.83
Modernization Reserve Fund	30-002-0000-0810-20879		-	689,030.00	3,033.27		7,121.18	699,184.45
Tax Rate Stabilization Reserve	30-002-0000-0810-20880	-	-		-		-	-
		<b>13,054,311.86</b>	<b>57,319.35</b>	<b>689,030.00</b>	<b>60,753.69</b>	<b>783,148.34</b>	<b>150,689.44</b>	<b>14,795,252.68</b>
<b>* Note:</b> Q3 includes GIC interest for Q1, Q2 and Q3 in the amount of \$89,062.50								
Library Building	30-002-0000-0811-20828	<b>402,289.70</b>				<b>311.94</b>		<b>402,601.64</b>
		<b>13,456,601.56</b>	<b>57,319.35</b>	<b>689,030.00</b>	<b>60,753.69</b>	<b>783,460.28</b>	<b>150,689.44</b>	<b>15,197,854.32</b>