

TOWN OF FORT FRANCES

Administration & Finance Executive Committee

AGENDA - January 2nd, 2018 - NOON

MEETING -Civic Centre - Committee Room

Session # 62

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1. <u>Call to Order</u>	
2. <u>Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.</u>	
3. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
4. <u>Approval of Previous Committee Minutes</u>	
4.1 Session No. 61 dated December 5, 2017.	3 - 4
5. <u>In-Camera</u>	
6. <u>Items Referred from Council</u>	
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11. Adjourn / Next Meeting Date

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 61

December 5, 2017

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on December 5th, 2017 from 12:25 p.m. to 12:50 p.m.

PRESENT: Councillor K. Perry, Mayor R. Avis, Councillor W. Brunetta and Councillor G.P. Ryan

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, A. Petrin, Human Resources Manager, T. Moffitt, Fire Chief/CEMC, J. Kabel, Manager Community Services and K. Lawson, Secretary.

REGRETS:

1. **Call to Order 12:25 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
D. Brown re: Protocol for Collection of Fees for Loading Zone/Parking Stalls.
3. **Disclosure of pecuniary interest and the general nature thereof - None Identified**
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 60 dated November 21st, 2017.

Ryan-Brunetta: Approved as presented.
5. **In-Camera - None Identified**
6. **Items Referred from Council**
 - 6.1 B93.1 the Border (CFOB Fort Frances) Christmas Advertising Request.
- Committee approved recommending the purchase of twenty-six 15 second Holiday Greeting Ads to be aired on B93.1 The Border from December 19 to 31, 2017 at a cost of \$249.00 plus hst.
7. **New Business**
 - 7.1 Volunteer Bureau Community Christmas Dinner Financial Request.
- Committee approved recommending a donation in the amount of \$100.00 for the 2017 Community Christmas Dinner to be held at the Knox United Church.
 - 7.2 Municipal Emergency Plan Update and Amending By-Law.
- Committee approved recommending certain amendments and housekeeping changes to the current Municipal Emergency Plan to ensure compliance with the Emergency Management and Civil Protection Act (EMPCA).
8. **Non-agenda Items**
D. Brown provided a verbal update respecting the Protocol for Collection of Fees for Loading Zone/Parking Stalls, which was an item from the Planning and Development Executive Committee meeting.
9. **Adjourn 12:50 p.m. / Next Meeting Date - January 2, 2018**

CARRIED

Executive Committee Chair

D. Brown, CAO



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/04**

TO: Administration & Finance Executive Committee
FROM: Laurie Lindberg, Treasurer
DATE: December 28, 2017
SUBJECT: Fort Frances Meals on Wheels Request for 2018 Funding

BACKGROUND

At the December 11, 2017 Council Meeting the request for 2018 funding received from the Fort Frances Meals on Wheels was referred to the Administration & Finance Executive Committee for recommendation.

The Fort Frances Meals on Wheels is requesting funding of \$22,000.00 for 2018 to assist the Meals on Wheels Program. They have included their proposed 2018 budget. Meals on Wheels has been supported at the \$19,000.00 level since 2014.

517 First St. E.
Fort Frances, On,
P9A1L2



Attn: Laurie Witherspoon, Treasurer

Dear Ms. Witherspoon,

Please convey to the Fort Frances Town Council our appreciation for the grant we received to assist the Meals on Wheels Program in 2017. We are again requesting your continued financial support and wish to solicit a grant for 2018. We are submitting to your budget a request for \$22,000.00.

Enclosed:

Proposed Budget for 2016

If you have any questions we will be pleased to forward additional information. Our president Marg Rousseau can be reached at 274 9446 or by email: margrou@hotmail.ca

Thank you for your consideration.

Sincerely

Sandra Lange, Treasurer
Fort Frances Meals on Wheels
(807)276 1737
Sandorella68@yahoo.ca

FORT FRANCES MEALS ON WHEELS
PROPOSED BUDGET
JANUARY 1, 2018-DECEMBER 31, 2018

PROJECTED INCOME:

GRANT-TOWN OF FORT FRANCES	22,000.00
RECIPIENTS INCOME	29,000.00
INTEREST INCOME	20.00
 TOTAL	 51,020.00

PROJECTED EXPENSES:

RAINYCREST	30,000.00
WAGES	17,500.00
GAS REIMBURSEMENT	1,700.00
EMPLOYEE PAID BENEFITS	1,150.00
HONORARIUMS	600.00
OFFICE	500.00
 TOTAL	 51,450.00
 PROJECTED DEFICIT	 (-430.00)

TO: Administration & Finance Executive Committee

FROM: Tyler Moffitt, Fire Chief/CEMC

DATE: December 12, 2017

RE: Request to have fires on municipal property during a Training Exercise

BACKGROUND

A request was received from the 116th Independent Field Battery of the Royal Canadian Artillery to be permitted to have fires for recreational purposes during the weekend of January 26-28, 2018 (alternative dates February 9-11, 2018) on municipal property north of the Fort Frances Curling Club.

Due to the time of the year this training exercise will commence, I will permit this organization to have fires providing they follow the current Open Air Burning By-Law, which permits a small confined fire used for recreational purposes, less than one metre (39 inches) in diameter, less than one metre (39 inches) in height, and be supervised at all times.

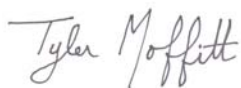
Therefore, every fire they start, will need to adhere to the less than one metre (39 inches) in diameter, less than one metre (39 inches) in height, and be supervised at all times.

As well, please see the attached email from Major Jon Baker regarding the proposed training exercise.

RECOMMENDATION

That the Administration & Finance Executive Committee approves this report and directs Council to bring forward the resolution to permit the 116th Independent Field Battery of the Royal Canadian Artillery to have fires for recreational purposes during the weekend of January 26-28, 2018 (alternative dates February 9-11, 2018) on municipal property north of the Fort Frances Curling Club.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Kathy Lawson

From: Jon.Baker@forces.gc.ca
Sent: December-11-17 3:39 PM
To: Tyler Moffitt
Cc: ROBIN.EVERETT@forces.gc.ca
Subject: FW: Exercise FROSTY GUNNER (26-28 Jan 2018)

Good day Mr. Moffit,

As per our telecon this afternoon, 116 Independent Field Battery requests permission to have fires not larger than 1m (39in) in diameter for recreational purposes during the weekend of 26-28 Jan 18 (alternative dates 09-11 Feb 18) on the municipal property north of the Fort Frances Curling Club.

Respectfully,

Major Jon Baker

Battery Commander, 116th Independent Field Battery, Royal Canadian Artillery
Canadian Armed Forces
jon.baker@forces.gc.ca / Tel: 204-833-2500 ext **TBC** / CSN: 257-XXXX / Cell: 204-295-2281

Commandant de batterie, 116e Batterie autonome de campagne, Artillerie royale canadienne
Forces armées canadiennes
jon.baker@forces.gc.ca / Tél. : 204-833-2500 ext **TBC** / RCCC : 257-XXXX / Tél. cell. : 204-295-2281

From: Baker Maj JG@Wpg Inf Tac Gp@Winnipeg
Sent: December-11-17 3:35 PM
To: 'trob@fortfrances.ca' <trob@fortfrances.ca>
Cc: Everett WO RJ@116 Ind Fd Bty@Kenora <ROBIN.EVERETT@forces.gc.ca>; Cober Capt J@10 Fd Regt@Regina <Jonathan.Cober@forces.gc.ca>; Huculak Capt WM@38 CBG HQ@Winnipeg <William.Huculak@forces.gc.ca>; 'Tyler Moffitt' <tmoffitt@fortfrances.ca>
Subject: FW: Exercise FROSTY GUNNER (26-28 Jan 2018)

Good day Mr. Rob,

As per our telecon this afternoon, see amendments below in red font.

Respectfully,

Major Jon Baker

Battery Commander, 116th Independent Field Battery, Royal Canadian Artillery
Canadian Armed Forces
jon.baker@forces.gc.ca / Tel: 204-833-2500 ext **TBC** / CSN: 257-XXXX / Cell: 204-295-2281

Commandant de batterie, 116e Batterie autonome de campagne, Artillerie royale canadienne
Forces armées canadiennes
jon.baker@forces.gc.ca / Tél. : 204-833-2500 ext **TBC** / RCCC : 257-XXXX / Tél. cell. : 204-295-2281

From: Baker Maj JG@Wpg Inf Tac Gp@Winnipeg
Sent: November-30-17 3:02 PM
To: 'trob@fortfrances.ca' <trob@fortfrances.ca>
Cc: Everett WO RJ@116 Ind Fd Bty@Kenora <ROBIN.EVERETT@forces.gc.ca>; Cober Capt J@10 Fd Regt@Regina <Jonathan.Cober@forces.gc.ca>; Huculak Capt WM@38 CBG HQ@Winnipeg <William.Huculak@forces.gc.ca>
Subject: Exercise FROSTY GUNNER (26-28 Jan 2018)

Good day Mr. Rob,

As requested during our phone conversation, below and attached is some information about our proposed training exercise.

Name of Training Event. Exercise FROSTY GUNNER

Dates. 26-28 January 2018. **We will proceed with these dates for now, but would also like to reserve 09-11 Feb 2018 as alternative dates in case 26-28 Jan 2018 no longer work for the Curling Club.**

Location. **Fort Frances Curling Club parking lot, and the municipal land north and northeast of the Curling Club.**

Participants. Army reservists from 116 Independent Field Battery (Royal Canadian Artillery) in Kenora, Ontario.

Intent. Establish a bivouac in an urban park in Fort Frances to conduct winter training (tent routine, navigation, improvised shelters), practice convoy drills, and attract potential new recruits through static and dynamic public displays.

Scheme of Manoeuvre. Deploy to **the Curling Club** on 26 Jan (recruiting event #1), conduct winter training on 27 Jan (recruiting event #2), practice convoy drills during redeployment to Kenora on 28 Jan.

Main Effort. Safe conduct of blended training while also maximizing opportunities for community relations and recruiting.

End State. Mandated winter refresher training is completed and the unit profile is enhanced in Fort Frances.

We expect to arrive in at the park around 1200 hrs on 26 Jan and depart no later than 1200 hrs on 28 Jan. We'll spend two nights sleeping in our military tents in the park.

We come completely self-sufficient, but will contract portable toilets from the local area for the weekend, both for our use and use by anyone from the public who comes to observe our training.

Our recruiting display will include some of the weapons we typically train with (e.g. service rifle, mortar tube), but there will be no ammunition brought on this exercise and the weapons will remain in the care of our personnel 24/7.

As part of our winter survival training, we would like to have our soldiers build some small fires near our bivouac site. We intend to apply for a permit as required through your fire chief and will provide all of the fire starting materials ourselves. As part of the same training, our soldiers will construct improvised shelters (e.g. quinzees), but will not cut any of the trees on municipal land in the process.

I hope this gives you enough information to begin discussions with the applicable town officials. In the coming days/weeks, there will be a properties officer from the Dept of National Defence who will officially contact about a land use agreement for this exercise. In the meantime, you can contact Warrant Officer Robin Everett (carbon copied) if you have any questions.

Respectfully,

Major Jon Baker

Battery Commander, 116th Independent Field Battery, Royal Canadian Artillery
Canadian Armed Forces
jon.baker@forces.gc.ca / Tel: 204-833-2500 ext **TBC** / CSN: 257-XXXX / Cell: 204-295-2281

Commandant de batterie, 116e Batterie autonome de campagne, Artillerie royale canadienne

Forces armées canadiennes

jon.baker@forces.gc.ca / Tél. : 204-833-2500 ext **TBC** / RCCC : 257- **XXXX** / Tél. cell. : 204-295-2281

TO: Administration & Finance Executive Committee

FROM: Tyler Moffitt, Fire Chief/CEMC

DATE: December 11, 2017

RE: 911 Central Emergency Reporting Bureau (CERB) Services Agreement with the Ontario Provincial Police (OPP)

BACKGROUND

The current **911 Central Emergency Reporting Bureau (CERB) Services Agreement** between the **Ontario Provincial Police (OPP)** and the Corporations of the Town of Fort Frances, the Township of Alberton, the Township of Chapple, the Town of Rainy River, the Township of Morley, the Township of Dawson, the Township of La Vallee, the Township of Emo, the Township of the Lake of the Woods, Couchiching First Nation, Naicatchewenin First Nation, and Rainy River First Nation, expires on January 19, 2018.

Currently, when someone from the any of the above communities' dials 9-1-1 ... the call goes to a Central Emergency Reporting Bureau (CERB) Communications Centre in Ontario.

For a request for Police ... the call is directed to the Ontario Provincial Police (OPP) Communications Centre in Thunder Bay ... for a request for Fire or EMS ... the call is directed to the Central Ambulance Communications Centre (CACC) in Kenora.

As well, upon renewal, the annual costs for the provision of this service for a five (5) year term will be \$8,517.10, based upon a population of 15,182 residents as noted in the current agreement.

Due to the large number of communities included in this group contract, a new Counterparts clause has been added into the contract, as seen in section 10.10. This will allow our community to sign the contract and submit it along with our bylaw, to the OPP for continuation of the existing service. We will then need to seek all other signatures and bylaws from the other communities and return them within 3 months of the date of our municipality's signature.

RECOMMENDATION

That the Administration & Finance Executive Committee approves this report and directs Council to bring forward the resolution to renew the 911 Central Emergency Reporting Bureau (CERB) Services Agreement with the Ontario Provincial Police (OPP), as well as bring forward a **BY-LAW**.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, ave Memorial
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

Fax: (705) 330-4191

File number/Référence: 615

December 1, 2017

The Corporation of the Town of Fort Frances
Attention: Municipal Representative Fire and Rescue Services Chief Tyler Moffitt
320 Portage Avenue
Fort Frances, ON
P9A 3P9

Dear Chief Moffitt:

Re: Renewal of 9-1-1 Central Emergency Reporting Bureau (CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Corporations of the Town of Fort Frances, the Township of Alberton, the Township of Chapple, the Town of Rainy River, the Township of Morley, the Township of Dawson, the Township of LaVallee, the Township of Emo, the Township of The Lake of the Woods and the Couchiching First Nation, the Naicatchewenin First Nation and the Rainy River First Nation.

As you aware, the current Agreement for the Provision of 9-1-1 CERB Services between the OPP and the communities listed above will expire on January 19, 2018.

Municipal Policing Bureau has prepared a 9-1-1 CERB Services renewal information package for your Corporation. Included in the package is a draft version of your renewed 9-1-1 CERB Services Agreement for your Corporation to review and an information document outlining the OPP provision of 9-1-1 CERB Services. Please note in the attached draft Agreement we now maintain all digital voice records for five (5) years (Section 4.5 in the Agreement). Additionally, the current term for the Agreement is now five (5) years.

The population of the communities determines costs for this service. Subject to section 3.1(b), upon renewal, your annual costs for the provision of this service for a further 5 year term will be \$8,517.10, based upon a population of 15,182 residents as noted in the current Agreement.

Due to the large number of communities included in this group contract, a new Counterparts clause has been added into the contract, as seen in section 10.10. This would allow your community to sign the contract and submit along, with your bylaw, to the OPP for continuation of the existing service. We request that you seek all other signatures and bylaws and return within 3 months of the date of your municipality's signature.

Should your community choose this option; the OPP will require a certified true copy of a bylaw from the Municipal Council authorizing the new Agreement.

Please return to:

Ontario Provincial Police
Municipal Policing Bureau
Attn: Sergeant Pamela Ford
777 Memorial Avenue
Orillia, ON L3V 7V3

If you have any questions or concerns about this process or our response to your questions, please call me at (705) 329-6192 or e-mail pamela.ford@opp.ca.

Yours truly,

A handwritten signature in blue ink, appearing to be 'P. Ford', with a long horizontal stroke extending to the right.

Pamela Ford, Sergeant
Contract Analyst
Municipal Policing Bureau

c: Commander, Municipal Policing Bureau
Financial Analyst, Specialized Services Agreements, Municipal Policing Financial
Services Unit, Municipal Policing Bureau



OPP PROVISION

Of

9-1-1

**CENTRAL EMERGENCY
REPORTING BUREAU
(CERB) SERVICES**

OPP 9-1-1 CERB Services

The Ontario Provincial Police (OPP) has over ninety years of experience in providing services to municipalities throughout the Province of Ontario. Many of the services, including policing, communications and 9-1-1 Central Emergency Reporting Bureau (CERB), are provided under contract.

Trained personnel have expertise in both call taking and dispatch functions and are available to provide 9-1-1 CERB services 24 hours per day, seven days per week.

Presently, the OPP has over 90 contracts for 9-1-1 CERB Services (also known as PPSAP; Primary Public Safety Answering Point), with municipalities and Local Services Boards across Ontario.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 CERB services, the resources of the Provincial Communications Centre will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages to the Municipality include:

- assurance of the adequacy of the service;
- utilization of effective, state of the art technology;
- service provided at a defined cost.

The following information contained in this document describes CERB services as provided by the OPP.

Technical and Operational Information

Provincial Communications Centres Providing Call Reception

A Provincial Communication Centre is the incoming call centre and acts as the primary interface between the public and the OPP for both routine and emergency calls, including 9-1-1. The OPP currently operate five (5) Provincial Communication Centres in Ontario. All OPP Provincial Communication Centres operate in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards). The OPP currently provides 9-1-1 CERB services to numerous municipalities throughout the province.

The OPP will provide year-round 9-1-1 CERB services to the Municipality, 24 hours per day through one of two Provincial Communication Centres. The North Bay Provincial Communication Centre is designated as the primary call reception centre, with the another OPP Provincial Communication Centre serving as the backup location. This will be required as part of the Bell conversion (cutover) plan. Staff and system requirements necessary for the provision of this service to the municipality will be available upon acceptance of the OPP as the provider of CERB services. 9-1-1 calls will be answered and directed to the various public safety agencies within the municipality's PERS E9-1-1 service. In order to accommodate 9-1-1 CERB responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be done without any cost to the municipality as part of a cutover plan.

Staffing of Provincial Communication Centres

The OPP staffs all of its Provincial Communication Centres, including the North Bay location, with OPP personnel, both civilian and uniform. The OPP also manages all of the personnel and equipment in these facilities required to receive and process all emergency calls directed to the CERB. A Provincial Communication Centre is normally staffed based on historical workloads and software that identifies the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the call-taker and dispatcher functions are separated, although all operators are trained to perform either role. On-duty senior civilian Communication Operators and Sergeant Team Leaders provide full time supervision and support.

In addition all OPP Provincial Communication Centres, including the North Bay CERB location, have a Sergeant Team Leader on duty at all times (24 hours a day, 365 days a year) to provide full time supervision and support.

The OPP is thoroughly familiar with the operation of the PERS E9-1-1 system, as it is a part of normal day-to-day operations. The OPP provides 9-1-1 downstream services for most PERS E9-1-1 services throughout the province and is also a major public safety agency providing police services throughout the province. As such, our personnel have considerable experience in dealing with emergent situations and serving the public

directly. This experience and fundamental orientation will be of benefit to the citizens of the Municipality.

Training

The provision of communications is a mission critical service for the OPP and as such, considerable resources and training are dedicated to these functions. A quality assurance program has been implemented to ensure employees are adequately trained and standard operating procedures are adhered to. All applicants for OPP communication operator positions are subjected to a rigorous screening process involving interviews, testing (CRITICAL), grammar and computer skills; and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communication Centre, and are matched with a peer monitor during their initial transition. The operation of PERS E9-1-1 is performed utilizing the Bell Canada Standards Manual. The OPP is a primary and secondary CERB provider for numerous 9-1-1 services and operates in this environment continually.

Standards

The OPP operation is guided by OPP Standard Operating Procedures that incorporates the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within 2 rings. This performance level is normally exceeded. Performance of all call answering activity is measured and reviewed daily. The 9-1-1 CERB calls are the highest rated priority in the system and are always answered first.

Note: The standard ringing cycle is 6 seconds and is fixed by the telephone company. Accordingly, the maximum time for 2 ringing cycles is 12 seconds from start to finish.

Each Provincial Communication Centre is equipped with digital reader-boards that display the number of calls waiting in the queues and the time for the longest outstanding call. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. When call activity is consistently high, built in Automatic Call Distribution (ACD) provides system flexibility, allowing communicator team leaders to re-assign call taking duties to address call volume fluctuations. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Telephones: Within each Provincial Communication Centre, there are two (2) telephone systems that back up each other, totaling four (4) systems. The main AVAYA CS100M system includes redundant CPU memory and network, and is supported by a back-up AVAYA CS100E and an AVAYA Aura Contact Centre Server ACD that provides full functionality for call-taking and dispatch operations in the event of a main CS100M system failure. The systems can be transferred from one to the other, either automatically or manually, as the situation requires.

Power Supply: Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location are equipped with Uninterrupted Power Supply (UPS) systems. Power to the Provincial Communication Centre is provided through banks of batteries, which are continually recharged by AC power. In the event that a failure of AC power occurs, a diesel-powered motor/generator set activates and continues to charge the battery system. This design promotes a stable environment enhancing the operation of computer systems. Either Provincial Communication Centre is capable of remaining on line indefinitely, provided fuel for the generators is maintained. Even without recharging, the battery system was designed to provide power to the Provincial Communication Centre for a minimum of twelve hours.

Back Up Site: The operation of a Provincial Communication Centre is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes PERS E9-1-1 service (CERB and secondary) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and PERS E9-1-1) for both the North Bay Provincial Communication Centre and the back-up location are provided via a fiber ring that provided redundant access from the local Bell Central Office. Both locations are also served by different Bell DMS switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially addressed in English. However, there are personnel on staff within the Provincial Communications Centre on each shift who are conversant in the French language. The OPP will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP is a subscriber to Language Line Services (formally AT&T Language Services) and regularly uses this service to access translation services. Each Provincial Communication Centre is equipped with two (2) TDD/TTY devices, which are connected to the telephone systems and PERS E9-1-1 calls can be transferred as required. These devices are also utilized by the OPP to provide similar service through the direct dial 1-888-310-1133 number.

Multi-Channel Digital Logging Equipment

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location are equipped with Multi-Channel Digital Logging equipment. Multi channel digital recorders also provide continuous long-term storage on a 24-hour per day basis. The logger recordings are retained on compact discs in a secure environment at the Provincial Communications Centres. The OPP utilizes the Digital Voice Disc (DVD) recorder system, which allows instantaneous access to all communications, including 9-1-1 calls within the Provincial Communications Centre. This includes, but is not limited to, queries about conversations over the radio system, tape requests, concerns from officers and dispatchers/call takers, and allows for the auditing of calls for quality control purposes. Records are retained for a five (5) year period. DVD recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Automatic Number/Location Identification Equipment (ANI/ALI)

All communicator consoles are equipped with Informer panels for display of ANI/ALI data. All Bell PERS E9-1-1 ANI/ALI data and associated information received with each individual E9-1-1 call is recorded on a hard copy printer. The PERS printer records are also kept in a secure environment at the Provincial Communication Centre with a retention period of 180 days. The OPP only record the portion of the call where they are the Agency in control. Once the call has been transferred to the appropriate agency, it is no longer recorded by the OPP. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data will continue to be downloaded automatically to all secondary CERB agency systems as part of their interface to PERS E9-1-1, including the Ministry of Health. Bell is the provider of ANI/ALI data. The OPP will use the PERS system to pass ANI/ALI data on to any other agency that has the capability to receive it.

The OPP does not manually log any calls. PERS E9-1-1 printer records are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information. The OPP is prepared to provide to authorized individuals, copies of PERS printer data and /or copies of audio recordings, as it directly pertains to the Municipality's CERB operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least 5 days prior to the end of the 180 day retention period, in the case of PERS printer records, or at least 5 days prior to the end of the five (5) year retention period in the case of audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the CERB will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the secondary CERB that receives the 9-1-1 call from the CERB, to manage the situation and conference others as required. The OPP can add a fourth party (i.e. Language Line Services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the CERB operation in answering 9-1-1 calls and the volume of calls handled for the Municipality.

The OPP notifies Bell of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges:

The annual rate shall be reviewed at the end of every calendar year and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the O.P.P. the revised annual rate. The O.P.P. shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for business interruptions:

Due to the equipment redundancy and back-up provisions, the OPP do not expect any disruption to CERB service. To date there has been no service interruptions to CERB services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.



AGREEMENT FOR THE PROVISION OF 9-1-1 C.E.R.B. SERVICES

BETWEEN

**THE COMMISSIONER OF
THE ONTARIO PROVINCIAL POLICE**

AND

**THE CORPORATIONS OF THE TOWN OF FORT FRANCES,
THE TOWNSHIP OF ALBERTON, THE TOWNSHIP OF
CHAPPLE, THE TOWN OF RAINY RIVER, THE TOWNSHIP
OF MORLEY, THE TOWNSHIP OF DAWSON, THE
TOWNSHIP OF LAVALLEE, THE TOWNSHIP OF EMO, THE
TOWNSHIP OF THE LAKE OF THE WOODS, AND THE
COUCHICHING FIRST NATION, THE NAICATCHEWENIN
FIRST NATION, AND THE RAINY RIVER FIRST NATION**

This Agreement made in two (2) originally executed copies.

AGREEMENT FOR THE PROVISION OF 9-1-1 CERB SERVICES

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as
represented by the MINISTRY OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES
on behalf of the ONTARIO PROVINCIAL POLICE**

("O.P.P.")

OF THE FIRST PART

AND:

**THE CORPORATIONS OF THE TOWN OF FORT FRANCES, THE TOWNSHIP OF
ALBERTON, THE TOWNSHIP OF CHAPPLE, THE TOWN OF RAINY RIVER, THE
TOWNSHIP OF MORLEY, THE TOWNSHIP OF DAWSON, THE TOWNSHIP OF
LAVALLEE, THE TOWNSHIP OF EMO, THE TOWNSHIP OF THE LAKE OF THE
WOODS, AND THE COUCHICHING FIRST NATION, THE NAICATCHEWENIN
FIRST NATION, AND THE RAINY RIVER FIRST NATION
(collectively the "Municipalities and First Nation Communities")**

OF THE SECOND PART

RECITALS:

- A. WHEREAS** Bell Canada has entered into an agreement with the Municipalities and First Nation Communities to provide the Municipalities and First Nation Communities with a 9-1-1 Public Emergency Reporting Service – Ontario;
- B. AND WHEREAS** it is the obligation of the Municipalities and First Nation Communities under its agreement with Bell Canada to ensure that a Central Emergency Reporting Bureau serves the Municipalities and First Nation Communities;
- C. AND WHEREAS** the Municipalities and First Nation Communities is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Central Emergency Reporting Bureau;
- D. AND WHEREAS** the Municipalities and First Nation Communities wishes to contract with the O.P.P. for the management and operation of the Central Emergency Reporting Bureau;
- E. AND WHEREAS** the Municipalities and First Nation Communities confirms its adherence to this Agreement by executing it, as provided for herein, and providing the

O.P.P. with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

0.1 The Parties warrant that the recitals are true.

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions - For the purposes of this Agreement, the following terms have the meanings ascribed below:

“Agreement” means this agreement and Schedule “A” and Schedule “B”, which is attached to, and forms part of this Agreement.

“ALI” means an automatic location identification, which consists of a database feature that displays, to the CERB and Remote Agencies, address and location data with respect to a telephone line from which the 9-1-1 Call originates.

“ANI” means an automatic number identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 Call to the CERB.

“Call Control” means a feature that allows the 9-1-1 call taker at the CERB to maintain control of the line upon which the 9-1-1 Call was made regardless of calling-party action.

“CERB” means the Central Emergency Reporting Bureau serving the Municipalities and First Nation Communities, and located at the O.P.P. Provincial Communications Centre (PCC), which is the first point of reception by the O.P.P. of 9-1-1 Calls.

“Director” means the Director of Provincial Communication Operations, Communications and Technology Services Bureau.

“ESZ” means an Emergency Services Zone, which is a geographic area served by a Remote Agency in the Municipalities and First Nation Communities.

“Fort Frances” means the Corporation of the Town of Fort Frances.

“Party” means the O.P.P. or the Municipalities and First Nation Communities, and “Parties” shall mean all of them, except where indicated either expressly or by implication.

“Mayor”, “Reeve” or “Chief” means Mayor, Reeve or Chief in Council for the Municipalities and First Nation Communities.

“Remote Agency” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 Calls are transferred from the CERB, and for which the Remote Agency is then responsible for taking appropriate action.

“Selective Routing and Transfer” means a feature that automatically routes a 9-1-1 Call to the appropriate CERB or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 Call originates.

“9-1-1 Call” means a phone call received at the CERB, which requires an emergency response, typically the transfer of the call to a Remote Agency.

“9-1-1 PERS” means the Public Emergency Reporting Service – Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff Item 1400 to Municipalities for the delivery of 9-1-1 Calls to the CERB and to Remote Agencies and pursuant to the agreement between Bell Canada and the Municipalities and First Nation Communities.

1.2 Severability - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

1.3 Section Headings - The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

1.4 Entire Agreement - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement, and a tender document such as request for proposals issued by the Municipalities and First Nation Communities for the provision of services as described hereunder or the proposal that the O.P.P. submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

1.5 Amendments – Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.

2.0 NOTICES

2.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile transmissions ("FAX") or by registered mail to the following addresses:

To the Municipalities and First Nation Communities.

The Corporation of the Town of Fort Frances
Attention: Municipal Representative Fire and Rescue Services Chief
Tyler Moffitt

320 Portage Avenue
Fort Frances, ON
P9A 3P9
FAX: (807) 274-8479

To the O.P.P.

Attention: Director – Provincial Communications Operations,
Communications and Technology Services Bureau
General Headquarters
777 Memorial Avenue
Orillia, Ontario
L3V 7V3
FAX: (705) 329-6230

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by FAX, or five (5) days after posting, if sent by registered mail.

2.2 **Notices in Writing** – All notices required under this Agreement shall be in writing.

3.0 RATES AND METHOD OF PAYMENT

3.1 The Municipalities and First Nation Communities shall pay the O.P.P. for providing and operating the CERB as follows:

- (a) **Amount of Annual Rate** - The Municipalities and First Nation Communities shall be charged and shall be required to pay an annual rate of **\$8,517.10** based on the Municipalities' First Nation Communities residential population of 15,182 at a per capita cost of **\$0.561**.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) of section 3.1 herein shall be reviewed at the end of every calendar year and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. In the event that the residential population of the Municipalities and First Nation Communities increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipalities and First Nation Communities shall be obliged to pay the O.P.P. the revised annual rate. The O.P.P. shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipalities and First Nation Communities upon the start of the Agreement. The Municipalities and First Nation Communities shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Interest for Late Payments** - In addition to any other remedies the O.P.P. may have at law, the Municipalities and First Nation Communities shall be charged and required to pay interest at the rate set by the Minister of Finance for Ontario from time to time if the O.P.P. has not received full payment from the Municipalities and First Nation Communities within thirty (30) days of the date the O.P.P. issued an invoice.

4.0 RESPONSIBILITIES OF THE O.P.P.

The O.P.P. shall manage and operate the CERB and:

- 4.1 **Personnel** - Staff the CERB at a level appropriate to answer, handle and transfer 9-1-1 Calls to the appropriate Remote Agency in a manner and at a level based on typical 9-1-1 call volumes in the Municipalities and First Nation Communities.
- 4.2 **Equipment** - Provide, in its operation of the CERB, terminal equipment which permits the utilization of features provided by Bell Canada to the Municipalities and First Nation

Communities under 9-1-1 PERS consisting of “ALI”, “ANI”, “Selective Routing and Transfer” and “Call Control” features, and such features can be adapted, where required, for callers who are hearing or voice impaired.

- 4.3 **Hours** - Operate the CERB twenty-four (24) hours a day, (7) seven days a week.
- 4.4 **9-1-1 Call Response** - Answer, handle and transfer all 9-1-1 Calls received by the CERB, and associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by CERB personnel. This shall include maintaining control of the line upon which each 9-1-1 Call is received until the 9-1-1 Call is confirmed as being transferred to the appropriate Remote Agency or until the 9-1-1 Call is terminated.
- 4.5 **Record Retention** - Retain digital voice records of all 9-1-1 Calls received at the CERB, for five (5) years and hard copy records of all Bell PERS E911 ANI/ALI printer data for one hundred eighty (180) days from the date such records are created. The O.P.P. is prepared to provide, to authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the CERB for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five days prior to the end of the retention period of the recordings or records. The O.P.P. shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 4.6 **Back up CERB** - Provide an operational back-up CERB to which 9-1-1 Calls shall be transferred at the discretion of the O.P.P. or Bell Canada in the event that the primary CERB is unable to accept the 9-1-1 Calls, except that 9-1-1 Calls shall not be transferred to the back-up CERB where call overflow occurs because of high call volumes to the primary CERB.
- 4.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 Calls from non-English callers, subject to the O.P.P.’s ability to access the services of a third party provider. The O.P.P. does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third party provider.
- 4.8 **Reports** - Provide reports, the frequency of which shall be monthly or as determined by the O.P.P. in consultation with the Municipalities and First Nation Communities, which show the overall efficiency of the CERB in answering 9-1-1 Calls, including the volume of 9-1-1 Calls.

5.0 RESPONSIBILITIES OF THE MUNICIPALITIES AND FIRST NATION COMMUNITIES

The Municipalities and First Nation Communities shall:

- 5.1 **Payment** - Be responsible to the O.P.P. for the amount of payment, in the manner, and within the time lines set out in Article 3.0 herein.

5.2 **Designate Remote Agencies** - Designate Remote Agencies for each and every ESZ in the Municipalities and First Nation Communities to which the CERB shall answer, handle and transfer a 9-1-1 Call, and co-ordinate the participation of all such Remote Agencies in the manner required by this Agreement.

5.3 **Warranty** - Warrant and represent that each Remote Agency shall operate twenty-four (24) hours a day, seven (7) days a week and shall answer and respond to all 9-1-1 Calls directed to it from the CERB.

5.4 **9-1-1 PERS** - notify the O.P.P. in writing immediately upon becoming aware of any changes to 9-1-1 PERS that shall affect or are likely to affect the services the O.P.P. is offering under this Agreement, or of any changes to, or the termination or expiry of any agreement between the Municipalities and First Nation Communities and Bell Canada related to 9-1-1 PERS.

6.0 **INSURANCE AND LIMITATION OF LIABILITY**

6.1 **Insurance** - The Municipalities and First Nation Communities and the O.P.P. shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to each other or, if the Parties are self-insured, each Party shall provide to the other Party evidence that is satisfactory to that Party that the Municipalities and First Nation Communities and/or the O.P.P., as the case may be, is and shall be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under the Agreement.

6.2 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the O.P.P. shall not be responsible or liable for any injury, death or property damage to the Municipalities and First Nation Communities, its employees, subcontractors or agents or for any claim by any third party against the Municipalities and First Nation Communities, its employees, subcontractors or agents arising from:

(a) **External Information** - The accuracy or completeness or lack thereof of any information the O.P.P. receives from the Municipalities and First Nation Communities, Bell Canada or any other third party, and which the O.P.P. relies upon in providing services under this Agreement;

(b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the O.P.P. uses and relies upon to provide services under this Agreement including but not limited to:

- (i) Equipment or services required to transfer services provided under this Agreement from any other party to the O.P.P.,
- (ii) Services provided to non-English speakers who place 9-1-1 Calls,

- (iii) Services provided by Bell Canada to the Municipalities and First Nation Communities under 9-1-1 PERS; and,
- (iv) Services provided by Remote Agencies.

(c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 Calls due to call volumes that exceed the capacity of the CERB, including the equipment and personnel who work at the CERB.

6.3 **Survival** – Section 6.2 shall survive the termination or expiry of this Agreement.

7.0 **COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

7.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

7.2 **Confidential Information** – Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

8.0 **DISPUTE RESOLUTION**

8.1 **Dispute Resolution** – Subject to Article 9.0 herein, if any dispute arises between the O.P.P. and the Municipalities and First Nation Communities as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the CERB and the Municipalities and First Nation Communities Representative named in Section 2.1 herein shall attempt to settle the dispute within fourteen (14) business days of the dispute arising;
- (b) If the Unit Commander of the CERB and the Municipalities and First Nation Communities Representative are unable to settle the dispute within fourteen (14) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the Municipalities and First Nation Communities Representative shall attempt to resolve the dispute within fourteen (14) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the O.P.P. and the Municipalities and First Nation Communities Representative agrees to attempt to resolve the dispute within fourteen (14) business days; and,

- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

9.0 TERM, TERMINATION AND RENEWAL

- 9.1 **Term** – Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from the 20th day of January, 2018 until the 19th day of January, 2023.
- 9.2 **Renewal** - This Agreement may be renewed for a further term of five (5) years, upon the Municipalities and First Nation Communities giving six (6) months written notice to the O.P.P., on the same terms and conditions with the possible exception of the payment of the annual rate, which shall be agreed to by the Parties.
- 9.3 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing ninety (90) days written notice of termination to the other Party, in which case this Agreement shall terminate ninety (90) days following the delivery of such notice. Should a notice to terminate be given, the Municipalities and First Nation Communities shall continue to be obligated to pay for the cost of the services under this Agreement up to and including the date of such termination and the O.P.P. shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 9.4 **Immediate Termination** – Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering 9-1-1 PERS to the Municipalities and First Nation Communities or if the agreement between Bell Canada and the Municipalities and First Nation Communities for the provision of 9-1-1 PERS is terminated or is expired and not renewed.

10.0 GENERAL

- 10.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 10.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 10.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by

this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

- 10.4 **Restructuring** – The Municipalities and First Nation Communities shall notify, and consult with the O.P.P. before the Municipalities and First Nation Communities's boundaries are altered, the Municipalities and First Nation Communities is amalgamated with another Municipalities and First Nation Communities, the Municipalities and First Nation Communities is dissolved or the legal status of the Municipalities and First Nation Communities is subject to other substantive changes.
- 10.5 **Relations** – The Agreement shall not create nor shall it be interpreted as creating any association, partnership, any employment relationship or any agency relationship between the Parties.
- 10.6 **Media** – Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first provide written notice to the other Party.
- 10.7 **Promotion** – Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 10.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 10.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.
- 10.10 **Counterparts** - This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written. An executed copy of this Agreement may be delivered by any party by facsimile.

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement:

The Corporation of the Town of Fort Frances

Title Mayor

Date: ____ day of ____, 2018

Title: Chief Administrative Officer

Date: ____ day of ____, 2018

Ontario Provincial Police

Title: Provincial Commander

Date: ____ day of ____, 2018

SCHEDULE "A"

**LIST OF MUNICIPALITIES AND FIRST NATIONS OTHER THAN THE
CORPORATION OF THE TOWN OF FORT FRANCES**

Attached to and forming part of the Agreement between **THE TOWN OF FORT FRANCES**
AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as
represented by the MINISTRY OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES
on behalf of the ONTARIO PROVINCIAL POLICE**

("O.P.P.")

The Corporation of the Township of Alberton

Date: ____ day of ____, 2018
Title: Reeve

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of Chapple

Date: ____ day of ____, 2018
Title: Reeve

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Town of Rainy River

Date: ____ day of ____, 2018
Title: Mayor

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of Morley

Date: ____ day of ____, 2018
Title: Reeve

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of Dawson

Date: ____ day of ____, 2018
Title: Mayor

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of LaVallee

Date: ____ day of ____, 2018
Title: Reeve

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of Emo

Date: ____ day of ____, 2018
Title: Reeve

Date: ____ day of ____, 2018
Title: CAO/Clerk

The Corporation of the Township of Lake of the Woods

Title: **Mayor** Date: ____ day of ____, 2018

Title: **CAO/Clerk** Date: ____ day of ____, 2018

The Couchiching First Nation

Title: **Chief in Council** Date: ____ day of ____, 2018

Title: **CAO/Clerk** Date: ____ day of ____, 2018

The Naicatchewenin First Nation

Title: **Chief in Council** Date: ____ day of ____, 2018

Title: **CAO/Clerk** Date: ____ day of ____, 2018

The Rainy River First Nation

Title: **Chief in Council** Date: ____ day of ____, 2018

Title: **CAO/Clerk** Date: ____ day of ____, 2018

SCHEDULE "B"

THE UNINCORPORATED TOWNSHIP OF HALKIRK

Attached to and forming part of the Agreement between

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF ONTARIO
as represented by the MINISTRY OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES
on behalf of the ONTARIO PROVINCIAL POLICE**

And

THE CORPORATIONS OF THE TOWN OF FORT FRANCES, THE TOWNSHIP OF ALBERTON, THE TOWNSHIP OF CHAPPLE, THE TOWN OF RAINY RIVER, THE TOWNSHIP OF MORLEY, THE TOWNSHIP OF DAWSON, THE TOWNSHIP OF LAVALLEE, THE TOWNSHIP OF EMO, THE TOWNSHIP OF THE LAKE OF THE WOODS, AND THE COUCHICHING FIRST NATION, THE NAICATCHEWENIN FIRST NATION, AND THE RAINY RIVER FIRST NATION

Unincorporated Township of Halkirk

Geographic Description

The Unincorporated Township of Halkirk is situated between the Unincorporated Township of Watten to the West, The Unincorporated Township of Farrington and Rainy Lake Indian Reservation 26A to the East, Rainy Lake on the South, and unorganized area to the north.

(Insert By-Laws and Band Council Resolutions here)

TO: Administration & Finance Executive Committee
FROM: Laurie Lindberg, Treasurer
DATE: December 28, 2017
SUBJECT: 2018 Temporary Borrowing to Meet Current Expenditures

BACKGROUND

Section 407 of the Municipal Act authorizes the Town to provide for temporary borrowing, until taxes are collected and other revenue is received, necessary to meet the current expenditures of the municipality for the year. Pursuant to the Act, the total amount borrowed at any one time plus any outstanding principal borrowed and accrued interest shall not exceed 50 per cent of the total estimated revenues of the municipality from January 1 to September 30 and 25 per cent of the total estimated revenues of the municipality from October 1 to December 31 for the year.

Attached is the CIBC required documentation for borrowing for the 2018 fiscal year. An authorizing by-law must be passed.



By-Law No. _____

A by-law authorizing the borrowing of money to meet current expenditures of the council of _____
(the "Municipality")

- A. In accordance with subsection 407(1) of the Ontario *Municipal Act*, S.O. 2001, c.25 (the "Act"), the Municipality considers it necessary to borrow the amount of \$ _____ to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year.
- B. Pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this by-law together with the total of any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board.

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are authorized on behalf of the Municipality to borrow from time to time from **Canadian Imperial Bank of Commerce** ("CIBC") a sum or sums not exceeding in the aggregate \$ 4,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that have not been repaid.

Passed this _____ day of _____, _____



Head of the Municipality

Clerk

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this _____ day of _____, _____

Witness the corporate seal



Clerk

TO: Administration & Finance Executive Committee
FROM: Laurie Lindberg, Treasurer
DATE: December 28, 2017
SUBJECT: Interim Tax Levy for 2018

BACKGROUND

Section 317 of the *Municipal Act* authorizes the municipality to pass a by-law to provide for an interim tax levy. The levy cannot exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year, however does provide the authority to make adjustments if the amount that would be raised is extreme for any reason.

It is in the best interest of the municipality to begin the collection of taxes each year in a timely manner to reduce borrowing costs. The traditional due dates for interim taxes are the last working day in February 2018 (February 28th) and the last working day in March 2018 (March 30th).

TOWN OF FORT FRANCES

BY-LAW NO. ____/18

(Being a by-law to provide for an interim tax levy in the year 2018 and to provide for penalty and interest to be charged on the unpaid balance for late payment of said interim taxes, all as provided for in the *Municipal Act, 2001*, (the "Act"), S.O. 2001, Chapter 25, Sections 307, 317, and 345.)

WHEREAS Section 317 (1) of the Act, as amended, provides that the Council of a local municipality, before the adoption of the estimates for the year, may pass a by-law to levy amounts on the assessment of property in the local municipality rateable for local municipal purposes;

AND WHEREAS in Section 317 (3), paragraph 1, the amount levied shall not exceed the prescribed percentage, or 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year;

AND WHEREAS Section 317 (9) provides an exception that Council has the authority to adjust the interim taxes levied on particular properties if they are of the opinion that the interim tax levy on those particular properties is too high or too low in comparison to the estimate of the current year total taxes on those properties;

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

1. That before the adoption of the estimates for 2018, there shall be levied by taxation in the Town of Fort Frances an adjusted annualized property tax as provided for in the *Municipal Act, 2001*, Section 317.

2. That the Interim taxes levied under this By-Law shall be payable in 2 instalments, the first being fifty (50)% of the total taxes levied and the second being the remaining balance of said taxes with due dates for payment as follows:

First Instalment: February 28, 2018

Second Instalment: March 30, 2018

3. That pursuant to Section 345 there shall be imposed on the first day of default a penalty of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the same shall become due and payable.

4. That pursuant to Section 345 there shall be imposed interest of one and one-quarter (1¼) per cent on each instalment of taxes payable as herein provided or part thereof remaining unpaid after the first day of default on the first day of each calendar month in which default continues until the 31st day of December 2018.

5. That the Treasurer, not later than twenty-one (21) days prior to the date that the first instalment is due shall mail or cause to be mailed to the address of the residence or place of business of each person taxed, a tax notice setting out the amount of each instalment, the date by which it is to be paid and the penalty charge imposed for late payment.

6. That all taxes shall be paid to the Corporation of the Town of Fort Frances.

7. That the Treasurer is hereby empowered to accept part payment from time to time on account of any taxes due.

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 8th day of January 2018.

R. Avis, Mayor

E. Slomke, Clerk

TO: Administration & Finance Executive Committee

FROM: Laurie Lindberg, Treasurer

DATE: December 28, 2017

SUBJECT: POA Business Plan 2018 - 2020

BACKGROUND

Lisa Sheppard, POA Coordinator has prepared the attached 2018-2020 Business Plan for the Fort Frances Provincial Offenses Court Office. This POA Plan includes the key changes for both our POA Coordinator (Clerk of the Court) and Municipal Prosecutor as a result of the passing of the Stronger, Fairer Ontario Act Bill 177 and its imminent changes to Part 3 prosecution as well as the downloaded duties now performed by the Justice of the Peace to the Clerk of the Court.



**Town of Fort Frances
Provincial Offenses Division
2018-2020 Business Plan
November 2017**

Lisa Sheppard

Submitted for Approval: 17 Nov 2017

Business Plan 2018 – 2020

Provincial Offenses Division

November 2017

Preamble

In Ontario the court system comprises three distinct courts; the Ontario Court of Justice, the Superior Court of Justice and the Ontario Court of Appeal.

The Provincial Offenses Division of the Town of Fort Frances Finance Department; operates the Provincial Offenses or POA court; which is part of the Ontario Court of Justice and according to the Legislative Assembly enacted Bill 108; the Streamlining of Administration of Provincial Offenses Act, 1997.

The Provincial Offenses Division is governed by the Provincial Offenses Act - to provide administrative support with provincial offense charges and prosecution in the Ontario courts. The Provincial Offenses Act applies to all Ontario statutes and regulations, Municipal by-laws and some Federal contraventions. Specifically - administrative support is provided to:

- The Ontario Court of Justice – Provincial Offenses Court
- The Judiciary
- Other court offices
- General public
- Enforcement agencies
- Legal profession

The Provincial Offenses Division administers charges, conviction and enforcement for over 156 statutes. While considerable volume of the charges fall under the Highway Traffic Act; other administered charges are under such statutes as (but not limited to):

- Fish & Wildlife Conservation Act
- Trespass Act
- The Railway Act (Federal)
- Public Lands Act
- Provincial Parks Act
- Ontario Fishery Regulations
- Off Road Motor Vehicle Act
- Compulsory Automobile Insurance Act
- Smoke Free Ontario Act
- Environmental Protection Act
- Occupational Health and Safety Act

In March of 2000; Provincial Offenses Administration was downloaded from the province through a Memorandum of Understanding between the Ministry of the Attorney General and the Municipalities of the District of Rainy River.

Service Strategy

To provide and deliver administration of the Provincial Offenses Act of the Ontario Court of Justice to the District of Rainy River. This is executed by procedures and function for professionalism, accountability, accuracy, impartiality and timely service. These service mandates will be reinforced with continuous and ongoing training and operations.

Accessibility

The Town of Fort Frances is committed to accessibility through it's Accessibility to Customer Service Standards Policy. The staff in the Provincial Offenses Office have completed training in Accessible Customer Service and the POA coordinator has also completed courses in Accessibility in a Courtroom Environment with the Ministry of Attorney General. The Provincial Offenses Division follows 4 basic principles of Accessible Customer Service:

1. Dignity
2. Independence
3. Integration
4. Equal Opportunity

The staff schedule interpreters as requested by the defendant, their counsel or as ordered by the court. The right to court interpretation is rooted in the Charter of Rights. Several times per year lingual interpreters are required and provided; most often for French and Ojibway languages.

Key Stakeholders

Our key stakeholders include

but are not limited to:

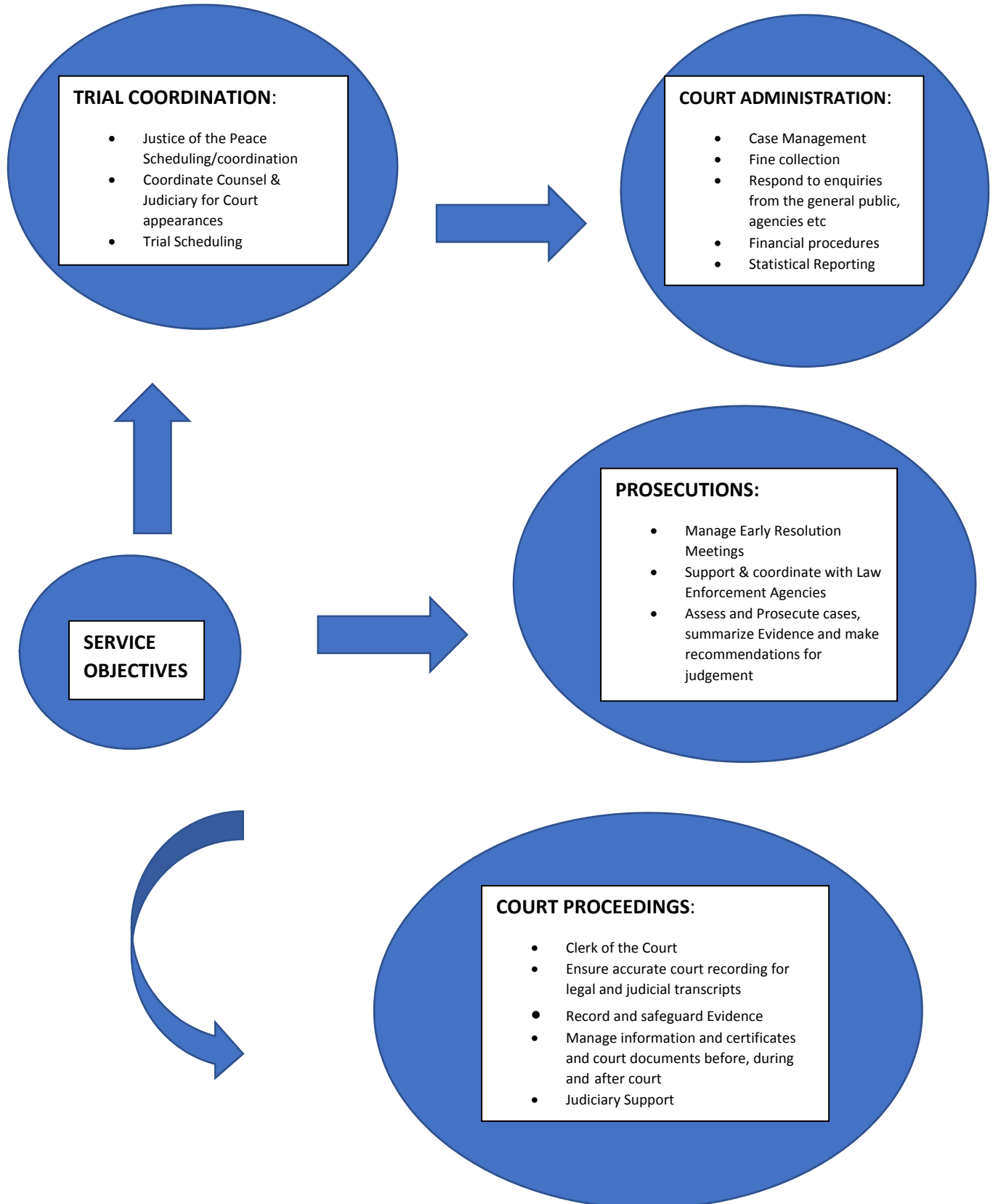
- Municipal council(s)
- Taxpayers of the District of Rainy River
- General Public
- The Judiciary
- Police Enforcement Agencies
- Ministry of the Attorney General
- Crown Attorney's Office(s)
- Municipal Prosecutors
- Ontario Court of Justice - Provincial Division
- Probation and Parole
- Ministry of Transportation
- Ministry of Environment
- Ministry of Natural Resources
- Minister of Finance
- Ministry of Labour
- Ministry of the Environment
- Local Tier Municipalities
- Defaulted Fines Control Centre
- Collection Agencies



Core Services

- Court administration
- Case management
- Court Interpreters
- Court utilization
- Statistical Reporting
- Trial and court appearance organization of resources and availability of Judiciary, Crown, Prosecutors and Defendant(s)
- Accounting functions and reporting, monitoring collection agency efforts
- Clerk of the Court
- Court Recording – ensuring all court proceedings are recorded, files backed-up and archived according to the POA Act retention schedule
- Ensuring preparation of transcripts are produced and delivered in accordance with the Ministry of Attorney General standards
- Strict adherence to accuracy and with confidentiality – updating the disposition of an offense within the ICON Ministry of Attorney General (Integrated Courts Offender Network)
- Evidence Act; Adhering to regulation 132/14 of the POA Act for Evidence
- Providing explanation of options to defendant(s)
- Resource to the Prosecutors, Judiciary and Law Enforcement Agencies
- Providing application or Motion forms such as: Motion for Extension of Time to Pay, General Affidavit, Re-opening a Matter or Appeal
- Oversee and monitor defendant Fine payment plans, collection notices and enforcing defaulted fines
- Processing payments with daily and monthly balancing procedures

SERVICE DELIVERY



Legislative Standards

- Provincial Offenses Act
- Evidence Act
- Municipal Act
- Municipal By-laws and Policies
- Municipal Freedom of Information and Protection of Privacy Act
- Ministry of Attorney General Best Practices

Linkages with Fort Frances Boundless Strategic Plan (adopted Aug 2015)

Besides the key core elements of ensuring our stakeholders are being served by a professional, efficient, cohesive, accessible and comprehensive commitment to accuracy and confidentiality as well as the commitment to economic and fiscal responsibilities there are several key initiatives for 2018, 2019 and 2020 which align directly with the Strategic Plan as follows:

POA Division Major Initiatives for 2018 thru 2020

Goals and objectives		Comments
Explore, implement and provide an on-line payment option for Provincial Offense Fines		Aligns with Goal #15 (Infrastructure & Technologies) of the Strategic Plan
Website – create a Provincial Offenses Page on the Fort Frances Boundless Website		Aligns with Goal #29 (Website) of the Strategic Plan
Software – stay cutting edge for enforcement, collection and information processing (E-tickets for example & ICON compatibility)		Aligns with Goal #32 (Software) of the Strategic Plan



Goals and Objectives

The POA Division will continue to work as efficiently as possible. With the recent hiring of the new POA Coordinator - who also serves as Clerk of the Court; this move will realize cost savings. In addition; the POA Coordinator will explore the possibility of:

1. Electronic storage of daily and monthly reports – which would result in a reduction of the amount of paper and storage required
2. Explore the option of sending Trial notices by electronic mail (to reduce postage and paper requirements)
3. Monitor and track the revenue loss from “Tickets not filed”. Specifically; enforcement agencies have 7 days to file the Part 1 offense with this office, if that deadline is not achieved - they can serve the defendant in person within 30 days of the offense. Ongoing commitment will be to work with our law enforcement agencies, as a resource for methods for filing within the 7 days. From a business standpoint - Not only is this a loss in revenue and statistics– it is also a waste of law enforcement resources
4. Postage costs are an increasing expense. The amount of returned mail for 10.5 months of 2017 equates to: 657 pieces x .82 cents each = \$538.74. The POA Coordinator will explore and research with other POA Office locations ideas such as: (a) is it possible for our law enforcement agencies to ask for a mailing address at time of writing the offense? (without causing a drain to their resources) (b) write a new policy/procedure that on every piece of returned mail – a search in ICON is completed (for other offenses for same person – perhaps has a more complete/accurate address), an internet search is performed (ie. Canada 411 etc, Canada post search etc), and if there is a driver’s license number on the ticket of offense – then a search is performed in ICON in Driver Control Centre to see if there is a valid mailing address on drivers license search
5. Work with IT Department and have a Provincial Offenses Page added to the Fort Frances Boundless website which would contain general information, links to Ministry of Attorney General Provincial Offenses Division forms etc. This will be a valuable resource to the general public and our clientele.
6. With the passing of Stronger, Fairer Ontario Act - Bill 177 on December 14, 2017: there will be key changes and education, training and processes to both the roles of the Municipal Prosecutor and the POA Coordinator/Clerk of the Court. Attend all education and informational sessions regarding the implementation of these key changes to the Provincial Offenses Act.

Bill 177 – Stronger, Fairer Ontario Act

The Stronger, Fairer Ontario Act – Bill 177; received Royal Assent on December 14th, 2017. With this comes several key changes for the delivery of Provincial Offences Administration – as indicated in section 35 of Bill 177:

- Part 3 Offences will now be prosecuted by the Municipalities (they will be downloaded from the Crown Attorney's Division - no word yet on how quickly this change will be implemented)
- Early Resolution Options for defendants will need to be offered in the setting and manner that will be identified shortly with the passing of this Bill. Key changes affecting specifically the Municipal Prosecutor's role are:

12. Municipalities can now be authorized by agreement with the Attorney General to conduct any prosecution under the Act or the *Contraventions Act* (Canada) and are no longer restricted to proceedings commenced under Part I or II of the Act.

3. The existing procedure for meeting with the prosecutor to resolve an offence under Part I of the Act is replaced with a new procedure for early resolution meetings between the defendant and the prosecutor. Early resolution meetings may be conducted in person, in real time by electronic method or, if the offence notice indicates that this option is available, through the exchange of written electronic communications. The procedures that apply to meetings conducted in person or in real time by electronic method are set out, and a regulation-making power is provided to set out the procedure for written electronic communication meetings.

4. The defendant and the prosecutor may agree in an early resolution meeting that the defendant will plead guilty to the offence, a substituted offence or a substituted allegation related to the offence and either pay the set fine or make submissions as to the amount of the fine or the time to pay the fine. The defendant may abandon an agreement to plead guilty and not make submissions before a justice within 15 days after signing it, in which case the matter will proceed to trial. If submissions are to be made, the justice who hears the submissions may enter a conviction and impose a fine at his or her discretion or may choose not to accept the guilty plea and instead set the matter to trial.

12. Municipalities can now be authorized by agreement with the Attorney General to conduct any prosecution under the Act or the *Contraventions Act* (Canada) and are no longer restricted to proceedings commenced under Part I or II of the Act.

- The Clerk of the Court (also the POA Coordinator) will have additional key responsibilities that will weigh heavily on the role of the Clerk of the Court. These new responsibilities downloaded from the Justice of the Peace Offices to the Clerk of the Court are to hopefully free up Justice resources. The 3 critical changes affecting the Clerk of the Court are:

5. Section 9 of the Act is amended to continue to provide that a person is deemed not to dispute a charge if they request an early resolution meeting but do not attend it. It is also amended to permit the clerk of the court to examine the certificate of offence when the defendant is deemed not to dispute a charge and enter a conviction if it is not defective. A person convicted as a result of this examination can apply to a justice to re-examine the certificate and determine if it is defective or is otherwise not complete and regular on its face.

6. The procedure in section 11 of the Act for defendants who have been convicted without a hearing to apply to strike out a conviction is amended to permit the clerk of the court to strike out the conviction if satisfied that the defendant was, through no fault of their own, unable to attend an early resolution meeting or appear for a hearing or did not receive delivery of a notice or document relating to the offence. If the clerk of the court does not strike out the conviction, he or she must forward the application to a justice for review.

8. A new process is provided to authorize the clerk of the court to grant applications for extensions or further extensions of the time for payment of a fine after the fine has been imposed. If the clerk does not grant the application, it is forwarded to a justice for review.

How are Services in the POA Division delivered

Previously to Sept 2017 the POA Staffing Complement was as follows:

POA Coordinator	1.0 FTE
Court Clerk	.20 FTE
Municipal Prosecutor	.20 FTE
Part-time Office Clerk	<u>.20 FTE</u>
TOTAL Previous FTE	1.60 FTE

As of September 11, 2017 with the hiring of the new POA Coordinator – who also performs the Clerk of the Court duties the FTE complement is as follows:

POA Coordinator	1.0 FTE
Municipal Prosecutor	.34 FTE
Part-time Office Clerk	<u>.13 FTE</u>
TOTAL Previous FTE	1.47 FTE

Please note: while the decrease in FTE Staffing as well as the new POA Coordinator hired at a lower Step pay-scale & vacation level -this will realize some cost savings for staffing; HOWEVER - the downloading of Part 3 prosecutions is imminent and likely to occur late in 2018 or early 2019 which will increase the Municipal Prosecutors hours likely to a .55 or .60 FTE, as well as the increased responsibility and duties downloaded to the Clerk of the Court (currently performed by Justice of the Peace) – may increase the part-time office staff hours in order for the Clerk of the Court/POA Coordinator to fulfill this new enhanced role.

Training and Development

2018 budget allows the following opportunities for staff:

- ICON training as offered, MCMA training as offered, MTO and DFCC Seminars as offered
- POA Coordinator – 2018 Budget allows for Municipal Court Manager's Association Conference, MCMA committee meetings and Annual POA Collections Conference (if offered)
- Municipal Prosecutor – 2018 Budget allows for the Prosecutor to attend the Annual Meeting and Conference

Transcriptions – Conflict of Interest Declared

It is the strong opinion of the new POA Coordinator – that it would inappropriate and a conflict of interest to obtain her ACT or Authorized Court Transcriptionist Certification. This is based entirely on the fact that while holding the position of POA Coordinator and Clerk of the Court (responsible for in court procedures as well as digital recording) – any transcription of proceedings must be completed by an independent certified transcriptionist. Therefore - all transcription requests for any proceedings will be obtained from an Authorized Court Transcriptionist in Thunder Bay.

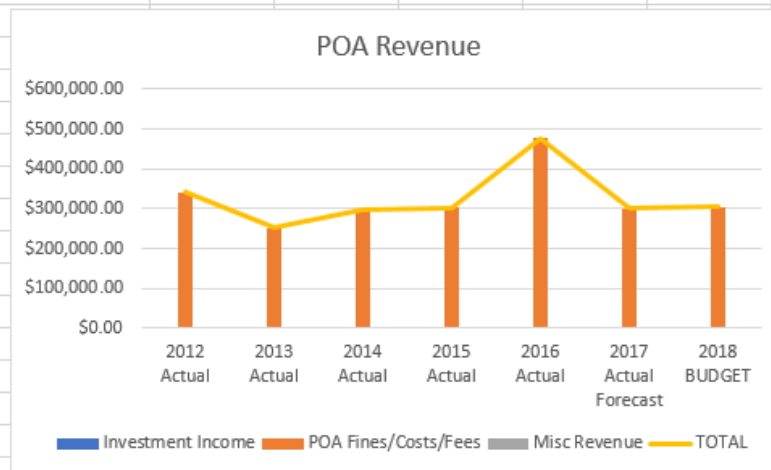
Revenue

Revenue for the Provincial Offenses Division is a volatile budget line to predict. Many factors impact our budgeted revenue. Based on a 5 year average; our revenues have held steady at approximately \$300K.

Our current Collection Agency vendor (as of July 2017) Nordia Collection Agency is producing results. Several very old fines (2009 and 2010) as well as recent fines are being collected weekly. In addition to a more aggressive approach to ensuring proper addresses are used at time of offense entry – our revenues should only increase steadily. Please see below for a 5 Year Historical View:

POA Revenue

	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual Forecast	2018 BUDGET
Investment Income	\$680.70	\$403.42	\$488.86	\$561.62	\$782.34	\$326.85	\$325.00
POA Fines/Costs/Fees	\$341,962.25	\$250,906.77	\$295,406.76	\$302,698.71	\$476,747.07	\$299,838.14	\$304,500.00
Misc Revenue	\$1,156.59	\$96.63	\$0.00	\$70.20	\$261.80	\$167.70	\$100.00
TOTAL	\$343,799.54	\$251,406.82	\$295,895.62	\$303,330.53	\$477,791.21	\$300,332.69	\$304,925.00



Implementation of the Plate Denial legislation which improved the collection of outstanding fines as an enforcement tool went live in August 2017. This legislation allows Service Ontario centres to deny a person renewing their drivers license or plate renewals until their outstanding fines are collected. Service Ontario is now able to also collect these outstanding fines and remit to the proper agencies on a quarterly remittance reconciliation. This change will have a positive effect on our revenue.

Provincial Administration Charges for Judicial Court time increased in 2015 from \$200 per hour to \$300 per hour which has impacted our expenses marginally to this point. However – it is notable that docket size has increased and with the downloading of Part 3 prosecutions to Municipalities – the Judiciary Court time will likely be impacted by an increase in approximately \$5K to \$6K in 2019 and onwards.

In addition; a growing number of defendants are seeking early resolution options – rather than a day in court. This will require the Municipal Prosecutor's resources as well as when the Part 3's are downloaded – it is foreseeable there may be a considerable increase to the Municipal Prosecutors monthly hours.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/05**

TO: Administration & Finance Executive Committee
FROM: Laurie Lindberg, Treasurer
DATE: December 28, 2017
SUBJECT: Councillor Wendy Brunetta NOMA Meeting Per Diem

BACKGROUND

Attached is a copy of the Town of Fort Frances Schedule "F" Travel Statement – Mayor/Council Honorarium per diem in the amount of \$240.00 to attend the Northern Ontario Municipal Association (NOMA) Meeting held in Thunder Bay on November 28 -29, 2017 as submitted by Councillor Wendy Brunetta.

The travel expenses and per diem claim is in compliance with Town of Fort Frances Travel Policy Number 3.11 and By-Law 02/10-B Schedule 'A'.

TOWN OF FORT FRANCES - SCHEDULE "F"
TRAVEL STATEMENT – MAYOR / COUNCIL HONORARIUM

Attendee	Wendy Brunetta
Conference / Seminar Attended	NOMA Meeting
Location	Thunder Bay
Dates	Nov 28-29/17

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date		Nov 28	Nov 29					
Amount		80.00	160.00					240.00

Name (Please Print) Wendy Brunetta	Signature <i>W Brunetta</i>
Approved	Date Dec 11/17

To be submitted to Payroll for processing when approved by Council

TOWN OF FORT FRANCES - SCHEDULE "E"
TRAVEL WAIVER OF LIABILITY FORM

The Town of Fort Frances carries "Non-Owned Automobile" coverage for liability only. This coverage is for the situation where a liability claim exceeds the vehicle owner's liability insurance and does not include coverage for damages to the individual's vehicle.

Therefore, the undersigned acknowledges that:

- They have read and understood the above particularly with regards to insurance.
- The Town and its insurers will not be responsible for any damages, claims, deductibles or expenses (other than mileage or fuel costs as provided for in the Travel Policy) resulting from the use of one's own vehicle other than that provided for by the Non-Owned Automobile coverage.
- The Town will not be responsible for any additional insurance cost resulting from any claim(s) submitted to an individual's insurers.

Name (Please Print) <i>Wendy Brunetta</i>	Signature <i>Wendy Brunetta</i>
Approved	Date <i>Dec 11/17</i>

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

1.	Attendee	Wendy Brunetta							
2.	Conference/Seminar Attended	NOMA Mtg							
	Location (Facility and City)	Thunder Bay							
	Dates	Nov 28-29/17							
3.		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
	Accommodation								
	Transportation								
	Breakfast								
	Lunch								
	Dinner								
	Per Diem			80	160				240.00
	Other								
4.	Prepaid Expenses	Registration		Air Travel		Other		Total	
5.	Town Used Vehicle	Yes	No	Reason					Total
	Mileage Claimed	KM x \$0.47 =							
6.	Approved					Total Expenses			
						Advance Received			
						Balance Claimed			
						Balance Refunded			

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.

Dec 11/17
Date

Wendy Brunetta
Employee Signature

Date

Supervisor Signature

Date

Division Manager Signature

Date	Treasurer	A / P	Cashier

TO: Administration & Finance Executive Committee
FROM: Laurie Lindberg, Treasurer
DATE: December 28, 2017
SUBJECT: Appeal Minutes of Settlement
Re: 210 Nelson Street (2017) Roll# 5912-020-007-00800-0000

BACKGROUND

The attached Minutes of Settlement for Assessment made under the *Assessment Act* with respect to property located at 210 Nelson Street for the 2017 taxation year were received.

The Current Value Assessment in the Minutes of Settlement(MOS) documents reflect the settlement reached between the parties. The municipality can object for the change of the Property Tax Class of Industrial (IT) - CVA of 50,375 to Industrial Vacant Land (IX) -assessment of 50,375. The last date of appeal is March 16, 2018,

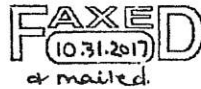
That total financial impact of the Minutes of Settlement is \$1,044.71 consisting of a reduction of municipal revenue of \$843.71 and education revenue of \$201.00 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

Minutes of Settlement
2017 Tax Year
Results of Request for Reconsideration
Property Assessment Notice



MUNICIPAL PROPERTY
 ASSESSMENT CORPORATION
 SOCIÉTÉ D'ÉVALUATION
 FONCIÈRE DES MUNICIPALITÉS

RYAN ULC
 KATA EWA
 6775 FINANCIAL DR SUITE 102
 MISSISSAUGA ON L5N 0A4



Contact Us



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



Email: enquiry@mpac.ca



Write: MPAC, P.O. Box 9808
 Toronto, ON M1S 5T9

If you have any accessibility
 needs, please contact MPAC
 for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the revised property assessment below.

Owner name(s) RESOLUTE FP CANADA INC

Roll number 59-12-020-007-00800-0000

Property location and description 210 NELSON ST
 PLAN ALBTP LOT 214 TO 218 RP 48R2355 PARTS 2,3,5
 AND 6 PCL 211-3

Municipality/Local taxing Authority Town of Fort Frances

CURRENT Property Assessment

Property Classification	Current Value Assessed	
	2012	2016
Industrial (IT)	\$48,500	\$56,000
Total	\$48,500	\$56,000

Property Classification	Effective date: January 01, 2017 Phase-in Assessment for Taxation Years			
	2017	2018	2019	2020
Industrial (IT)	\$50,375	\$52,250	\$54,125	\$56,000
Total	\$50,375	\$52,250	\$54,125	\$56,000

RECOMMENDED Property Assessment

Property Classification	Current Value Assessed	
	2012	2016
Industrial: Vacant land (IX)	\$48,500	\$56,000
Total	\$48,500	\$56,000

Property Classification	Effective date: January 01, 2017 Phase-in Assessment for Taxation Years			
	2017	2018	2019	2020
Industrial: Vacant land (IX)	\$50,375	\$52,250	\$54,125	\$56,000
Total	\$50,375	\$52,250	\$54,125	\$56,000

Re: Resolute ST 1



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONDÈRE DES MUNICIPALITÉS

October 24, 2017

RYAN ULC
KATA EWA
6775 FINANCIAL DR SUITE 102
MISSISSAUGA ON L5N 0A4

Re: Roll# 59-12-020-007-00800-0000

Dear Property Owner:

This letter provides the results of the Request for Reconsideration you filed on February 15, 2017 with the Municipal Property Assessment Corporation (MPAC), for the 2017 property tax year, for your property located at 210 NELSON ST.

We have recommended a change to your assessment, which is reflective of the current value for this property as of the legislated valuation date of January 1, 2016.

In our review we considered:

- the concerns you outlined in your Request for Reconsideration
- the property information we have on file
- the assessed values of comparable properties in the area
- any sales information for comparable properties in the vicinity

How to accept or reject the change:

1. On the reverse side of the enclosed Minutes of Settlement, check either the "I accept my revised assessment" box or "I reject my revised assessment" box.
2. Sign and return a copy to us within 45 days as of the date of this letter. If you have received Minutes of Settlement for multiple tax years, please sign for each taxation year.

If you choose to accept the revised assessment, we will notify your municipality/local taxing authority. They have the option to appeal this change to the Assessment Review Board (ARB). If you disagree with the outcome of MPAC's review, you may file an Appeal with the ARB. Your Appeal deadline is January 22, 2018, which is 90 days from the date of this letter. Should you decide not to file an Appeal, the assessed value of your property will remain as shown on your Property Assessment Notice. For information on how to file an Appeal, visit elto.gov.on.ca/arb or call 1 866 448-2248.

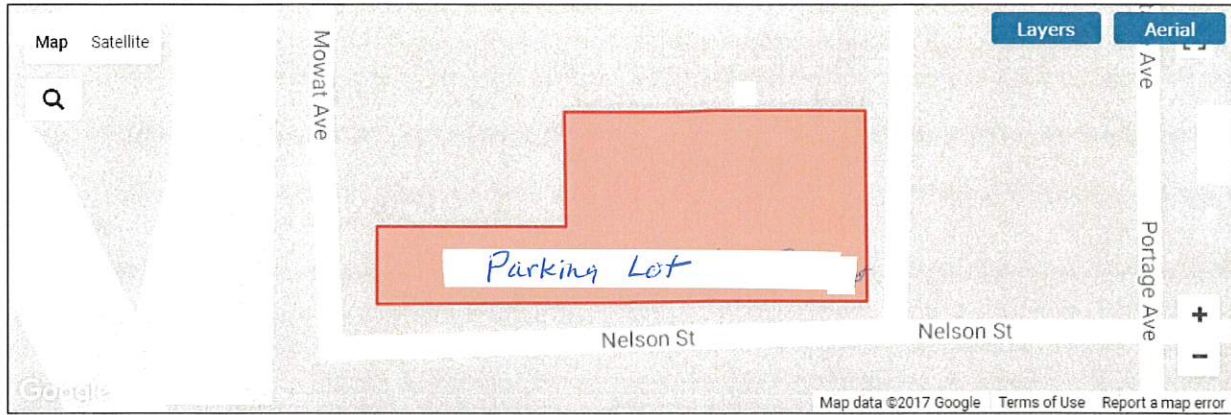
If you have any questions or concerns, or for more information on how we value your property, you can visit aboutmyproperty.ca to learn more about how your property was assessed, review comparable property information, and access market trends in your area. If you have accessibility needs, please let our representatives know how we can best accommodate you.

Sincerely,

Greg Martino, Director, Centralized Properties, Office of the Chief Assessor

Enclosures

P.O. Box 9808, Toronto, Ontario, M1S 5T9
Toll Free: 1 866 296-6722 or 1 877 889-6722 TTY
www.mpac.ca www.aboutmyproperty.ca



2018 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	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	2.7.008	-50,375	IT	0.0478529	0.011400	-2,410.59					-574.28		-2,984.87
	2017	2.7.008	50,375	IX	0.0311044	0.007410	1,566.88					373.28		1,940.16
Minutes of Settlement							-843.71	0.00	0.00	0.00	0.00	-201.00	0.00	-1,044.71

[Home](#) | [Contact OPTA](#) | [Municipal Contacts](#) | [Feedback & Enquiries](#) | [User Agreement](#) | [Bulletins](#) | [Glossary](#) | [Exit](#)
2017 Property Tracking System: 59-12-020-007-008-00

 Roll Number:
[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | [2006](#) | [2007](#) | [2008](#) | [2009](#) | [2010](#) | [2011](#) | [2012](#) | [2013](#) | [2014](#) | [2015](#) | [2016](#) | [2017](#) | [Next Roll](#) | [Done](#)
[See Phase-in Summary](#)
Fort Frances Town, 59-12-020-007-008-00, 210 NELSON ST, RESOLUTE FP CANADA INC
2017 Tracking History:

Posted	Reason	Effective Date	Billable Taxes	Tax Adj. Summary	Municipal Flag	Details Show All
Jun 14, 2017	Complete 2017 Billing Details	Jan 1, 2017	IT = 2,984.87	<input checked="" type="checkbox"/>	Processed <input type="button" value="v"/>	Show
Dec 15, 2017	Recon	Jan 1, 2017	IT = 0.00 IX = 1,940.16	<input checked="" type="checkbox"/>	Not Processed <input type="button" value="v"/>	Below

Note: Some values have been rounded for display purposes.

Posted: Dec 15, 2017 | Reason: Recon Effective Date: Jan 1, 2017

2016						2017								
Annualized														
ID	RTC/Q	CVA	CVA Change	Tax Rate	CVA Tax	Tax	CVA	CVA Change	Tax Rate	CVA Tax	Annualized Tax	Tax Level	Billable Tax	Tax Adjustment
STARTING VALUE														
Effective Date: Jan 1, 2017 Billable Days: 365														
0	IT	48,500		0.05872781	2,848.30	2,848.30	50,375		0.05925291	2,984.87				
Recon														
Effective Date: Jan 1, 2017 Billable Days: 365														
New 2017 Tax Level Generated View the capping calculation														
1	IT	0	-48,500	0.05872781	0.00	0.00	0	-50,375	0.05925291	0.00	*0.00	1.000000	0.00	-2,984.87
1	IX	48,500	48,500	0.03817307	1,851.40	1,851.40	50,375	50,375	0.03851439	1,940.16	*1,940.16	1.000000	1,940.16	1,940.16
Total		48,500			1,851.40	1,851.40	50,375			1,940.16	1,940.16		1,940.16	-1,044.71

ID	RTC/Q	CVA	CVA Change	Tax Rate	CVA Tax	Annualized Tax	CVA	CVA Change	Tax Rate	CVA Tax	Annualized Tax	Tax Level	Billable Tax	Tax Adjustment
Tax														

* Current 2017 Annualized Taxes

2016 Rates	IT	IX	2017 Rates	IT	IX
Education	0.01180000	0.00767000	Education	0.01140000	0.00741000
General	0.04692781	0.03050307	General	0.04785291	0.03110439
Total	0.05872781	0.03817307	Total	0.05925291	0.03851439

Class	Ann Tax Limit	CVA Tax Limit	+ Threshold	- Threshold	Decr Retained	Exclude Reassessment Increase	Exclude properties when			Capping phase-out	Exit capping immediately	Levy Change	Category
							Previously CVA Tax	Capped to Clawed Back	Clawed Back to Capped				
I	10.0000%	10.0000%	0	0	85.8209157578521%	Yes	Yes	Yes	Yes	Year 1 (1/4)	Not Eligible	I: 0.3387%	I: CVA Tax Excluded, CVA Tax

Class	Minimum Tax Level
Multi-Residential	100.00%
Commercial	100.00%
Industrial	100.00%

[See Phase-in Summary](#)



FIRE & RESCUE SERVICE

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



November 2017 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Total Hours: Incidents; Fire Investigation; Training	Training Sessions:	Public Ed & Prevention; Public Events:	Fire Safety Standards Enforcement Inspections:	Fire Drills	EMS Calls:	Fire Calls:	Fire Loss estimated values in Dollars:
33.28	2	1	20	0	3	5	\$500,000 +
Alarm Calls:	MVC Calls:	Ice / Water Calls:	(CO) Carbon Monoxide / Gas Leak Calls:	Hazmat Calls:	Mutual Aid Calls:	Other Calls:	Critical Incident Stress Debriefs:
3	1	0	1	0	0	1	0

FORT FRANCES FIRE & RESCUE SERVICE RESPONDED TO 14 EMERGENCY RESPONSE CALLS DURING NOVEMBER 2017.

Total Hours:

A total of **28.28 Hours** were spent on responding to emergency incidents and completing a fire investigation; a total of **4 Hours** were spent on training; and **1 Hour** was spent on **Public Fire Safety Education Activities**.

Time of Day:

During this month, **64%** of our calls for service occurred on the Day Shift between 07:00 & 19:00 and **36%** of our calls for service occurred during the Night Shift between 19:00 & 07:00.

Public Fire Safety Education / Public Events / Fire Drills / Highlights:

Our team members delivered a fire safety presentation to students and teachers/classroom aids from Donald Young School who came to town to visit our fire hall.

November was the start of a **year round educational Public Fire Safety Campaign** in the **Fort Frances Times - Thursday Bulletin**, which all households in our town will receive on a weekly basis. As well, thanks goes out to all the local community businesses (community booster's) who will be funding this campaign.

Fire Prevention Inspections / Re-inspections:

20 (twenty) inspections / re-inspections were completed. This brings our total to **161** Fire Safety Inspections / Re-Inspections completed for this year.

Emergency Medicals Service (EMS) Response Calls:

There were **3 (three)** Emergency Medical Service (EMS) requests. One of the EMS Calls was a **First Responder Call** due to the fact our local **Paramedic Service** was busy on another call.



FIRE & RESCUE SERVICE

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



November 2017 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

Fire Response Calls:

There was **4 (four) Fire Response Calls**. Two of the fire calls were chimney fires.

Another fire call was an unattended fire, which was in the bush near Flinders Place. The fire was spreading through the dry leaves and other surface fuels. Our team used hand tools and portable water back pack pumps to extinguish the fire. It appeared the people using this area to have a fire had left it burning. As well, it seemed these people had scavenged quite a supply of dry wood to feed this fire area when needed.

On November 11th, 18 of our team members responded to a major fire located in the vicinity of the 700 block of Sixth Street West at 05:24 AM. All six of our fulltime firefighters, the Fire Chief, and eleven of our part time firefighters responded, along with two pumper trucks, an aerial ladder truck, and a rescue truck. Damage to the building was extensive, and our fire officer who was assigned to the investigation of the fire scene classified the cause of the fire as being undetermined.

Pre- Fire Response Calls / Alarm Calls:

There was **1 (one) Pre-Fire Response Call** to a multi-residential building, which had a smoke alarm sounding. As well, there was an empty pot on a front element of a stove and the element was on high and glowing red. One of our firefighters removed the pot and turned the stove off. The pot was still intact and just starting to appear scorched on bottom. What was troublesome with this Pre-Fire Response Call was ... two people were inside this residence sleeping; they did not wake up until one of our firefighters woke them up.

Burning Complaint:

There was **1 (one) Burning Complaint**.

MVC (Motor Vehicle Crashes):

There was **1 (one) MVC** call in the town of Fort Frances.

Fire Alarms:

There were **3 (three) False Fire Alarm** calls this month.

(CO) Carbon Monoxide / Gas Leak Calls:

There was **1 (one) false CO Alarm** call.

FINANCIAL INDICATOR REVIEW

(Based on 2016 Financial Information Return)

Fort Frances T

Date Prepared:	08-Dec-17	2016 Households:	3,815	Median Household Income:	62,928
MSO Office:	Northwest	2016 Population:	7,739	Taxable Residential Assessment as a	
Prepared By:	Karen Bradica	2017 MFCI Index:	7.5	% of Total Taxable Assessment:	64.4%
Tier	ST			Own Purpose Taxation:	10,631,943

SUSTAINABILITY INDICATORS

Indicator	Ranges		Actuals	North - Population > 2500 <= 10000		Level of Challenge
				Median	Average	
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2012	6.4%	9.3%	11.8%	LOW
		2013	9.2%	10.4%	13.8%	LOW
		2014	6.3%	12.5%	14.5%	LOW
		2015	6.3%	10.3%	14.2%	LOW
		2016	4.7%	9.3%	13.4%	LOW
Net Financial Assets or Net Debt as a % of Own Purpose Taxation Plus User Fees	Low: > -50% Mod: -50% to -100% High: < -100%	2012	59.9%	-49.5%	-32.2%	LOW
		2013	64.7%	-15.1%	-17.0%	LOW
		2014	80.8%	-3.5%	-8.2%	LOW
		2015	84.2%	1.1%	-10.3%	LOW
		2016	76.0%	-17.2%	-10.5%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Operating Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2012	45.3%	30.2%	29.3%	LOW
		2013	42.0%	29.9%	34.7%	LOW
		2014	57.6%	32.5%	37.9%	LOW
		2015	59.4%	32.9%	39.5%	LOW
		2016	48.2%	32.8%	37.3%	LOW
Total Cash and Cash Equivalents as a % of Current Liabilities	Low: > 5% Mod: 0% to 5% High: < 0%	2012	43.4%	151.1%	246.5%	LOW
		2013	30.1%	168.6%	282.1%	LOW
		2014	184.4%	184.4%	255.2%	LOW
		2015	20.0%	178.3%	235.3%	LOW
		2016	13.9%	172.8%	234.2%	LOW

FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Operating Revenue	Low: < 5% Mod: 5% to 10% High: >10%	2012	3.8%	4.3%	6.0%	LOW
		2013	4.1%	4.4%	5.8%	LOW
		2014	3.3%	5.2%	6.7%	LOW
		2015	2.6%	5.2%	10.8%	LOW
		2016	2.5%	4.9%	5.3%	LOW
Asset Consumption Ratio	Low: < 50% Mod: 50% to 75% High: > 75%	2012	41.8%	41.8%	42.6%	LOW
		2013	43.0%	42.9%	44.2%	LOW
		2014	44.6%	43.8%	44.5%	LOW
		2015	44.8%	44.6%	45.3%	LOW
		2016	44.6%	46.1%	46.1%	LOW
Operating Surplus Ratio	Low: >= 0% Mod: 0% to -30% High: < -30%	2012	4.6%	4.8%	2.5%	LOW
		2013	2.1%	7.7%	15.8%	LOW
		2014	21.5%	10.8%	15.8%	LOW
		2015	23.6%	8.3%	3.0%	LOW
		2016	18.7%	9.3%	20.4%	LOW

 The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
 - Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
 - Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
 - Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
 - Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
 - Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.
- A government that increases its current borrowing reduces its future flexibility to respond when adverse economic circumstances develop.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

Additional Notes on what Financial Indicators may indicate:

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - *How much of the taxes billed are not collected.*

Net Financial Assets or Net Debt as a % of Own Purpose Taxation Plus User Fees - *How much tax and fee revenue is servicing debt?*

Reserves and Reserve Funds as a % of Operating Expenses - *How much money is set aside for future needs / contingencies?*

Cash and Cash Equivalents as a % of Current Liabilities - *Measures the ability of the municipality to meet its current obligations with its current resources on hand.*

Debt Servicing Cost as a % of Total Operating Revenue - *Indicates the extent to which past borrowing decisions may impact the current budget.*

Asset Consumption Ratio - *measures the age of a municipality's physical assets. It measures the extent to which depreciable assets have been consumed by comparing the amount of the assets that have been used up and their cost.*

Operating Surplus Ratio - *Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (i.e. reserves, debt repayment, etc.)*

The Northern and Rural Municipal Fiscal Circumstances Index (MFICI) *is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFICI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFICI corresponds to relatively positive fiscal circumstances, whereas a higher MFICI corresponds to more challenging fiscal circumstances. (Note: the MFICI index is only available for northern and rural municipalities)*

Background – 2017 Financial Indicators

The Ministry of Municipal Affairs reviews each municipality's financial performance through the use of key financial indicators in relation to established provincial thresholds. The Ministry reviews the indicators from time-to-time, to make sure they provide useful information. There are a few changes in the report this year.

The indicators have been grouped according to two categories, Sustainability and Flexibility. These groupings align the indicators with the Public Sector Accounting Board's definitions. The indicators have also been updated to align with the work done by the Municipal Budgeting and Long Term Financial Planning Action Group, which had representation from ministry staff, municipal treasurers, and MFOA.

There are two new indicators. Cash and Cash Equivalents as a Percentage of Current Liabilities replaces Total Cash and Cash Equivalents as a Percentage of Operating Expenses as the liquidity measure. Operating Surplus Ratio measures the ability to cover operational costs and have funds available for other purposes. Definitions for all indicators are included in the notes section of the report.

The thresholds for the Asset Consumption Ratio indicator has also been changed. Low challenge is now anything less than or equal to 50%, Moderate challenge is between 50% and 75%, and High challenge is anything greater than 75%.

Financial indicators are an important but incomplete indicator of municipal financial health. For that reason, the ministry may contact your office to discuss the indicator results and better understand your municipality's overall financial circumstances.

The data points from the FIR for each of the indicators can be found on the following page.

FITs Terminology **SLC – Schedule, Line, Column of Financial Information Return	Threshold		
	Low	Moderate	High

Net Financial Assets or Net Debt as a % of Own Purpose Taxation plus User Fees	> - 50%	- 50% to -100%	<- 100%
INDICATOR CALCULATION: $\left(\frac{\text{Net Financial Assets or Net Debt (SLC 70 9945 01)}}{\text{Own Purpose Taxation Plus User Fees (SLC 10 0299 01+SLC 10 1299 01)}} \right)$			
Total Reserves and Discretionary Reserve Funds as a % of Operating Expenditures/Expenses	>20%	10% to 20%	<10%
INDICATOR CALCULATION: $\left(\frac{\text{Reserves and Discretionary Reserve Funds (SLC 60 2099 03+SLC 60 2099 02)}}{\text{Municipal Expenses (SLC 40 9910 11-SLC 12 9910 03-SLC 12 9910 07)}} \right)$			
Debt Servicing Cost as a % of Total Operating Revenues	<5%	5% to 10 %	>10%
INDICATOR CALCULATION: $\left(\frac{\text{Debt Charges for the year (Principle and Interest) (SLC 74 3099 01+74 3099 02)}}{\text{Total Operating Revenue (SLC 10 9910 01-10 815 01-10 825 01)}} \right)$			
Total Taxes Receivable Less Allowance for Uncollectables as a Percentage of Total Taxes Levied	<10%	10% to 15%	>15%
INDICATOR CALCULATION: $\left(\frac{\text{Total Taxes Receivable Less Allowance for Uncollectables (SLC 70 0699 01)}}{\text{Total Taxes Levied (SLC 26 9199 03- SLC 72 2899 09)}} \right)$			
Total Cash and Cash Equivalents as a % of Current Liabilities	>5%	0% to 5%	< 0%
INDICATOR CALCULATION: $\left(\frac{\text{Cash and Cash Equivalents (SLC 70 0299 01)}}{\text{Total Current Liabilities (SLC 70 2299 01 + SLC 70 2301 01 + SLC 70 2010 01)}} \right)$			
Asset Consumption Ratio – Closing Amortization Balance as a % of Total Cost of Capital Assets	<50%	51% to 75%	> 75%
INDICATOR CALCULATION: $\left(\frac{\text{Closing Amortization Balance (SLC 51 9910 10)}}{\text{Cost of Capital Assets (SLC 51 9910 06)}} \right)$			
Operating Surplus Ratio	> 0%	0% to -30%	<-30%
INDICATOR CALCULATION: $\left(\frac{\text{Operating Revenue (SLC 10 9910 01)-Operating Expenses (40 9910 11) Plus PSAB Adjustments and Other (SLC 10 2030 01+SLC 10 2040 01+SLC 10 2045 01)}}{\text{Own Source Revenue (Property Tax, User Fees and Service Charges (SLC 10 0299 01+SLC 10 1299 01))}} \right)$			