

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - June 18, 2018 at 8:00 AM

MEETING - Civic Centre - Committee Room

	Page
1. <u>Call to Order</u> Session #44	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Approval of May 7th, 2018 meeting minutes.	2 - 3
4. <u>Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.</u>	
5. <u>In-Camera</u>	
6. <u>Items Referred from Council</u>	
7. <u>New Business</u>	
7.1 Moving Handicap Parking Stall 300 BLK Scott Street (RBC)	4 - 5
7.2 Temporary Traffic Control By-Law for Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement.	6 - 9
7.3 Rainy Lake Square Parking Meters.	10 - 21
8. <u>Outstanding Items</u>	
9. <u>Information</u>	
10. <u>Non-agenda Items</u>	
11. <u>Adjourn / Next Meeting Date</u> Tuesday July 3rd, 2018.	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #43

May 7, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on May 7, 2018 from 8:00 a.m. to 9:20 a.m.

PRESENT: D. Kitowski, Chair, J. Caul, Councillor, J. Albanese, Councillor.

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, T. Dennis, CBO/Planner, P. Briere, Secretary.

1. Call to Order - 0800am

Session #43

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of April 2nd, 2018 meeting minutes.
- Approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

Councillor Kitowski - In-Camera Item - Potential Disposition or Acquisition of Land - Update on Front Street Property.

Councillor Kitowski - In-Camera - Potential Disposition or Acquisition of Land - Update on 5th St. W. Property.

Councillor Albanese - Non-Agenda Item - Belluz Concrete & Rentals - Walker Avenue Property.

5. In-Camera

- 5.1 Potential Disposition or Acquisition of Land - Update on Front Street Property.
- A brief update was provided in regards to this matter.

Albanese-Caul: A proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes; more specifically item 5.1 - Potential Disposition or Acquisition of Land - Update on Front Street Property and item 5.2 - Potential Disposition or Acquisition of Land - Update on Fifth Street West Property.

CARRIED

- 5.2 Potential Disposition or Acquisition of Land - Update on Fifth Street West Property.
- A brief update was provided on this matter and the Committee discussed what options are available with how to deal with the sand being stock piled.

6. Items Referred from Council

- 6.1 Request from EDAC - Sewer and Water Rates - Report 4.
- After a lengthy discussion on this item, the Planning & Development Executive Committee is recommending that Council approve the report as presented and direct Administration to amend the application form as necessary to include the Sewer & Water option on it and to promote the program and new changes through the media.

7. New Business

- 7.1 Amendment to User Fee By-Law.

- A discussion was had on this item, the Planning & Development Executive Committee is recommending that Council approve the report as presented and direct that an amendment by-law be prepared for signing by Mayor & Clerk.

8. Outstanding Items

- 8.1 Request Letter from Mr. G. Durbin - Use of an Existing Road Allowance for a Driveway.
- After a lengthy discussion on this item, the Planning and Development Executive Committee is recommending that Council approve the report as presented and not allow a private entrance.
- 8.2 Request letter from S & T Hamilton.
A lengthy discussion was had on this item. The Planning & Development Executive Committee is directing Administration to gather more information by conducting a public consultation with the property owners in the area of the proposed development as well as having further discussions with the Hamilton's as to potential options available to them and the associated costs.

9. Information

- 9.1 Correspondence dated April 9, 2018 from the Township of Baldwin to Members of Parliament, House of Commons re: Cancellation of Bill C71.
- This item was briefly discussed and determined that it is not a matter for this Committee to discuss. The Planning & Development Executive Committee is recommending that Council refer this item to the Police Service Board for their input.

10. Non-agenda Items

- 10.1 Belluz Concrete & Rentals - Walker Avenue Property.
- A discussion was had in regards to the overall condition of the property. By-Law Enforcement is actively monitoring this property on a regular basis, as there has been previous concerns brought forward. By-Law Enforcement will register the concerns brought forward today through the Town's Complaint Process and follow the Property Standards process, if deemed necessary.

11. Adjourn / Next Meeting Date - 0920am
Tuesday May 22nd, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive Committee

Date: June 12th, 2018

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

Re: Move a Handicap Parking Stall in the 300 BLK Scott Street (RBC).

The By-Law Enforcement Department received a request from a resident in regards to moving the handicap parking stall currently located in the 300 BLK Scott Street in front of the RBC Bank.

As you will recall Council approved a request in October 2016 from Dialog Inc. & RBC Bank to have their accessible ramp reconstructed in front of their building. The new ramp was constructed in 2017 and meets all of the requirements of the Building Code Act and AODA. With this stated, an issue has been identified by individuals who are accessing the handicap parking stall in its current location. Vehicles which are modified to transport persons with disabilities that have a side ramp installed on their vehicles have found an issue with the amount of sidewalk space from curb to the RBC ramp.

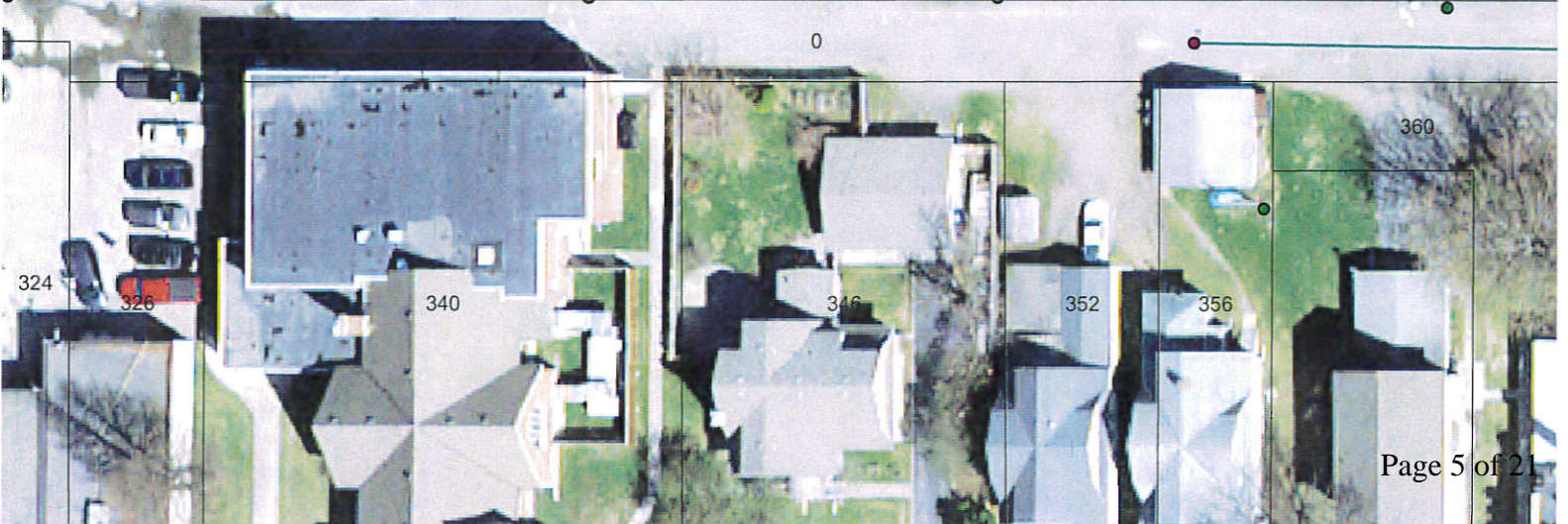
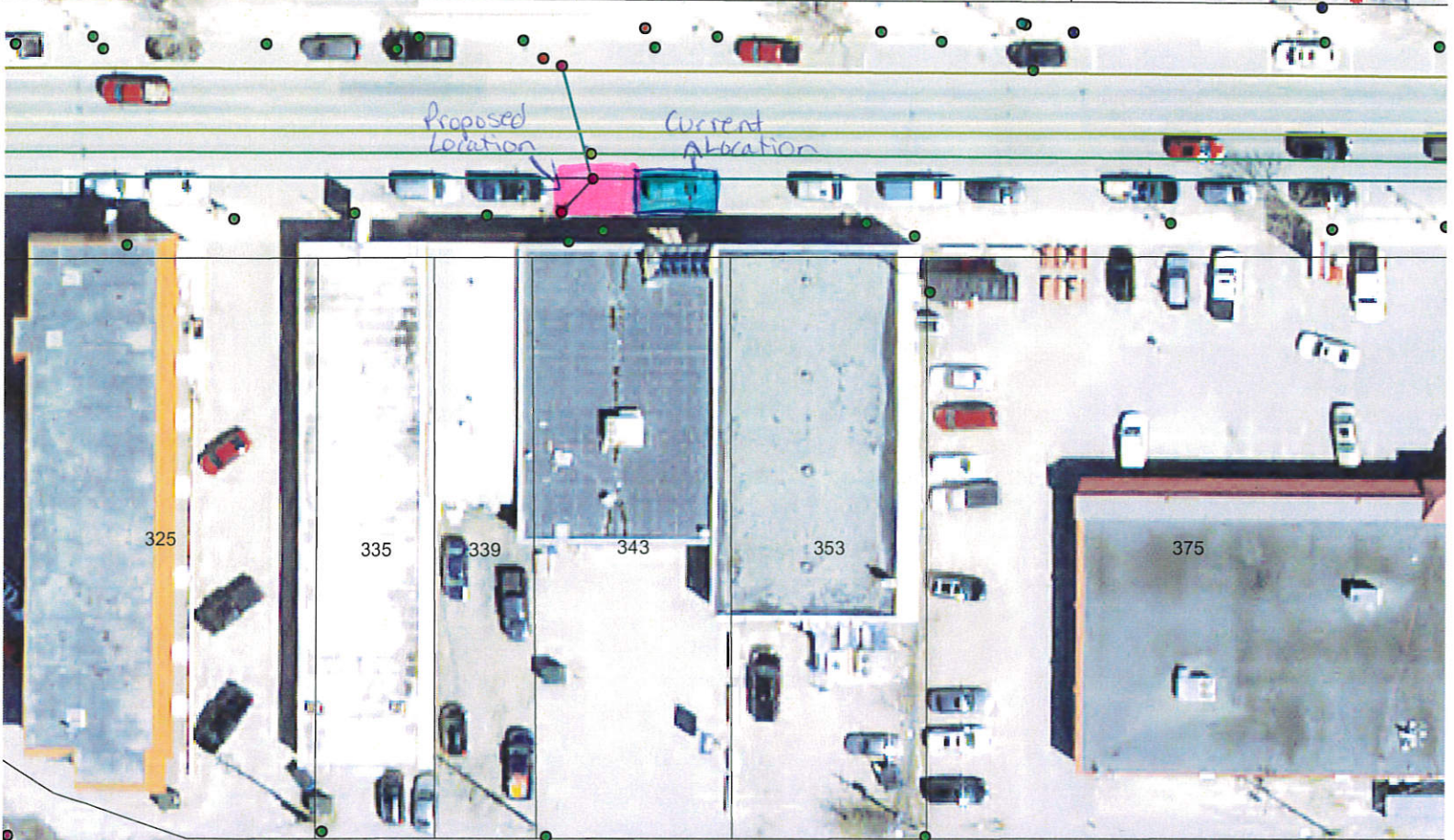
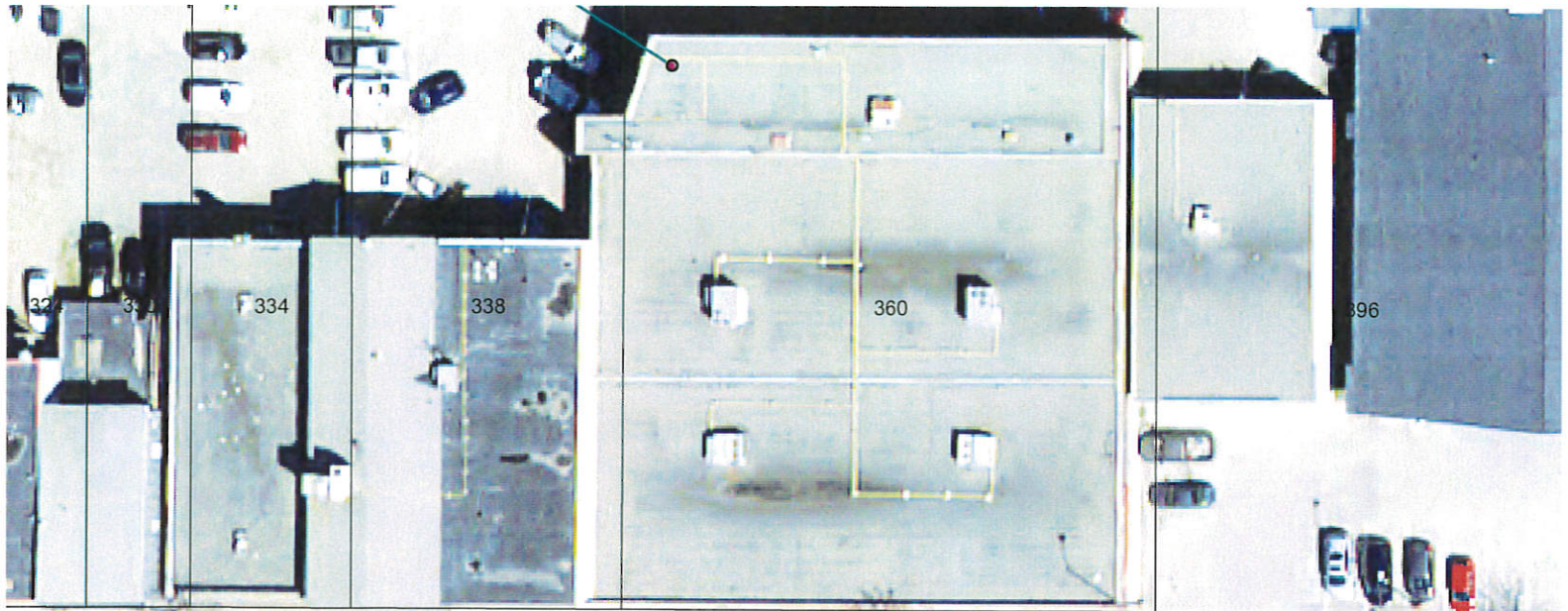
Therefore, we are asking that The Planning & Development Executive Committee recommend that Council approve the moving of the Handicap Parking Zone in the 300 BLK Scott Street (RBC) commencing from a point 99m West of Victoria Avenue, continuing Westerly on Scott Street for a distance of 6.7m and that an appropriate amending By-Law be prepared for signing by Mayor & Clerk.

A map of the current location of the handicap parking stall and proposed new location is attached for your review.

Respectfully submitted,

Original Signed By

Patrick Briere
By-Law Enforcement Officer



Date: June 8th, 2018

Report To: Planning & Development Executive Committee

From: Patrick Briere, By-Law Enforcement Officer

Re: Temporary Traffic Control By-Law for Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement. (Contract 18-OF-03).

As you are aware Council has approved the Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement. (Contract 18-OF-03). This project will be beginning on Monday June 11th, 2018 by Makkinga Contracting.

This report has been written as this department along with the Clerk's Office and Public Works as we are responsible for ensuring that a temporary traffic control by-law is implemented for this construction project. This temporary by-law allows enforcement staff to be able to ensure the adequate flow of traffic through the construction area, throughout the project.

Attached to this report for your reference are a copy of the draft temporary traffic control by-law and map outlining the project.

This office is asking the Planning & Development Executive Committee to recommend that Council approve the proposed temporary traffic controls and direct the that a by-law be drafted for signing by Mayor and Clerk.

Respectfully submitted,

Original Signed By


Patrick Briere
By-Law Enforcement Officer



 TEMP. TRAFFIC SIGNALS

 TEMP. TRAFFIC SIGNALS

Legend

 Temp Traffic Signal



TOWN OF FORT FRANCES

BY-LAW NO. XX/XX

(Being a by-law to provide for traffic controls and parking restrictions during the Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement. (Contract 18-OF-03), the Municipal Act, R.S.O. 2001, the Highway Traffic Act, R.S.O. 1990).

WHEREAS on May 14th, 2018, Council awarded a tender for the Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement. (Contract 18-OF-03)

AND WHEREAS on June 18th, 2018 the Planning & Development Executive Committee recommended that Council approve a temporary traffic and parking control by-law

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

1. That, in addition to the provisions of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law, the interim traffic controls and parking restrictions be in effect as follows:

TRAFFIC CONTROLS & PARKING RESTRICTIONS ALL STAGES OF PROJECT

1) SIGNAL-LIGHT TRAFFIC CONTROL SYSTEM

NO. INTERSECTION

1. Highway 11 East & Eighth Street East.
2. Colonization Road East & Elizabeth Street East.

The restrictions imposed by the signal-light traffic control system on specified streets in this section are the same as imposed in Section 5.16, 5.16.1, 5.16.2 of Town of Fort Frances By-Law No. 21/14 and as if included in Schedule “R” (Signal-Light Traffic Control Systems) under said By-Law No. 21/14.

2. If it is determined to be in the public interest to impose, in addition to the specific controls and restrictions included in Section 1. above, certain additional restrictions in the form of traffic controls and/or parking restrictions on a temporary basis along said alternative traffic routes, then the installation of all such signs or traffic control devices is hereby authorized and said signs or traffic control devices so installed under authority of this section shall be enforceable in similar manner as though they were installed under authority of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law.
3. The provisions of this by-law shall be in force and effect only during the Mill Road Bridge/Overpass Rehabilitation & 2018 Road Reconstruction Watermain & Sewer Replacement. (Contract 18-OF-03).

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 25th day of June 2018.

R. Avis, MAYOR

E. Slomke, CLERK

Date: June 14th, 2018

Report To: Planning & Development Executive Committee

From: Patrick Briere, By-Law Enforcement Officer

Re: Rainy Lake Square Parking Meters.

The Planning & Development Executive Committee will recall that at their meeting on January 2nd, 2018 and at the Council meeting January 8th, 2018 a report from this office was supported to have 6 dedicated parking meters installed at the Rainy Lake Square Parking Stalls that are located at the end of the square along the laneway. The By-Law Enforcement Department along with Operations & Facilities and Treasury have been working with MacKay Meters to get these meters ordered.

With this stated, part of the discussion at the Planning & Development Executive Committee Meeting was to ensure that residents of Fort Frances were able to have multiple ways to make payment for parking. The meters that have been chosen have the following payment options available: Coin, Credit Card, and Payment through an App, which can be downloaded onto any smartphone.

Therefore, we have been advised that to make these options available for our residents the Town is required to have an agreement to handle the credit card transactions. The Treasury Department has completed a review of this and has provided us with a proposed agreement for review by this Committee. Attached to this report you will find a copy of the proposed agreement for your review.

The one time sign-up cost for this agreement would be \$300.00. This would be covered by the capitol funds that have already been approved by Council. Ongoing monthly charges are estimated to be \$75.00-\$100.00 per month.

We are asking the Planning & Development Executive Committee to provide direction to Administration so that we can continue to move forward with this capital project.

Respectfully submitted,

Original Signed by

Patrick Briere
By-Law Enforcement Officer



GPGI

Summary of Key Terms & Conditions Regarding Your Agreements for Payment Card Processing Services and/or Equipment

Note: This summary is provided for Merchant's reference only. It does not contain all of the terms & conditions of the Merchant Agreement or any other agreement(s) for credit and/or debit card processing, or the Point-of-Sale Equipment Agreement or any other agreement for terminals and/or equipment. Merchant should thoroughly review the terms of each agreement before signing and contact the relevant provider with any questions.

Information Summary Box					
Date of Contract	Effective date of the Contract: Upon the earlier of the acceptance of this contract by Global and Member or the submission of a transaction by Merchant to Global hereunder. Length of term: 3 year(s) Renewal term: 6 months				
Acquirer	Global Payments Direct, Inc., Attention: Customer Care c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, Tel: 1.800.263.2970				
Cancellation of contract(s) and applicable penalties	<p>During the initial or any renewal terms of the Agreement, the merchant may cancel the Agreement without penalty, in the event of:</p> <ul style="list-style-type: none"> • an increase in the fees or charges for the Services provided to Merchant, except when made in accordance with a pre-determined fee schedule • the introduction of a new fee • a reduction in applicable interchange rates that is not passed through in full <p>Merchant must give written notice to Global within ninety (90) days following notice of a fee increase or the introduction of a new fee, or within ninety (90) days following notice of a reduction in applicable interchange rates that is not passed through in full.</p> <p>To provide notice of non-renewal to Global, Merchant must give written notice of termination at least ninety (90) days prior to the expiration of the initial term or any extension of renewals thereof, in which case the Agreement will terminate at the end of the then-current term.</p> <p>If the merchant terminates the contract for any other reason, merchant will be charged either a cancellation fee of \$500 per location or an amount equal to the average monthly fees assessed to merchant under the Agreement (exclusive of interchange fees and other fees or assessments imposed by a third party in connection with Merchant's payment processing) multiplied by the number of months remaining in the then-current term of the Agreement.</p> <p>Additional information can be found in the "Term and Termination" section of the Agreement.</p>				
Complaint Handling Procedure	Please contact Customer Care at tel: 1.800.263.2970. You may view additional information regarding complaint handling procedures at https://www.globalpaymentsinc.com/en/canada/complaint-procedure				
Information about payment terminal	<p>Global Payments Canada GP, Attention: Customer Care c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, Tel: 1.800.263.2970</p> <p>Terminal(s) is/are:</p> <p>List of main fees and charges under the contract:</p> <table border="1"> <tr> <td>Terminal Model: FEE:</td><td>Terminal Model: FEE:</td><td>Terminal Model: FEE:</td></tr> </table> <p>Effective date of the Contract: This contract shall become effective when signed by Global Canada. Length of term: 3 year(s) Renewal term: 6 months</p> <p>Cancellation: During the initial or any renewal terms of the Agreement, the merchant may cancel the Agreement without penalty, in the event of an increase in Global Canada's fees or charges (except when made in accordance with a pre-determined fee schedule) or the introduction of a new fee.</p> <p>Merchant must give written notice to Global Canada within ninety (90) days following notice of a fee increase or the introduction of a new fee.</p> <p>To provide notice of non-renewal to Global Canada, Merchant must give written notice of termination at least sixty (60) days prior to the expiration of the initial term or any extension of renewals thereof, in which case the Agreement will terminate at the end of the then-current term.</p>		Terminal Model: FEE:	Terminal Model: FEE:	Terminal Model: FEE:
Terminal Model: FEE:	Terminal Model: FEE:	Terminal Model: FEE:			

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

	<p>Merchant agrees to contact Global Canada for instructions regarding return of the Equipment and to promptly comply therewith. You will be liable for late return fees for any rented Equipment (or purchased Equipment if Global Canada has not received full payment) that is not returned to Global Canada within thirty (30) days after the termination of this Agreement. In addition, you will be charged a retrieval fee if Global Canada takes action to recover Equipment that you fail to return in accordance with the Agreement.</p> <p>Additional information can be found in the "Term and Termination" section of the Agreement.</p>						
Contactless payments acceptance	<p>Contactless payments have been enabled for the following payment card networks:</p> <table border="1"> <tr> <td><input checked="" type="checkbox"/> Visa</td><td><input checked="" type="checkbox"/> Mastercard</td><td><input type="checkbox"/> INTERAC Debit</td></tr> <tr> <td><input checked="" type="checkbox"/> Amex/JCB</td><td><input checked="" type="checkbox"/> Discover</td><td><input type="checkbox"/> UnionPay</td></tr> </table>	<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> Mastercard	<input type="checkbox"/> INTERAC Debit	<input checked="" type="checkbox"/> Amex/JCB	<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> UnionPay
<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> Mastercard	<input type="checkbox"/> INTERAC Debit					
<input checked="" type="checkbox"/> Amex/JCB	<input checked="" type="checkbox"/> Discover	<input type="checkbox"/> UnionPay					
Transaction return policy	<p><input type="checkbox"/> Card acceptance fees will not be applied to transaction returns</p> <p><input checked="" type="checkbox"/> Card acceptance fees will be applied to transaction returns. The fees applicable to return transactions are equal to the discount and/or per item rate of that specific card type.</p>						
Code of Conduct	<p>The Code of Conduct can be accessed through the following link: http://www.fcac-acfc.gc.ca/Eng/forIndustry/publications/lawsReg/Pages/CodeofCo-Codedeco.aspx</p>						
Statements	<p>Merchant shall receive electronic statements unless otherwise indicated by your sales representative. Estatement fee: 0.00</p>						

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

Fee Summary*

* This Fee Summary is provided to you solely as a representation of the fees associated with accepting a specific payment card type and method. It is intended as a guide and does not provide the complete cost of card acceptance across all card types. For a complete list of all transaction fees, interchange downgrade fees, and other fees associated with your card acceptance, please refer to the "Credit/Debit Card Services and Fee Schedule" section of the contract.

Transaction Fees		
Payment Card Type	Processing Method	
These are the most common types of domestically issued cards and their processing methods. They do not represent all the possible fees and variations that are charged to merchants	Card/Device Present Means that the card/device was electronically read (contact or contactless interface or mag-stripe)	Card/Device Not-Present Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g. mail/telephone order, online, recurring payment)
American Express / JCB Cards	3.8200 %	4.6200 %
American Express / JCB Corporate Purchasing Cards	3.8200 %	4.6200 %
American Express / JCB Prepaid Cards	3.8200 %	4.6200 %
Interac Debit Cards		
Interac Debit Cards – Contactless		
Discover Cards	1.7990 %	2.5990 %
Discover Business Cards	1.7990 %	2.5990 %
Discover Debit Cards	1.7990 %	
Discover Premium Cards	1.7990 %	2.5990 %
Discover Prepaid Cards	1.7990 %	2.5990 %
Mastercard Business Cards	4.5600 %	4.5600 %
Mastercard Business Premium Cards	4.5600 %	4.5600 %
Mastercard Core Cards	9.6700 %	3.9800 %
Mastercard Corporate Cards	4.5600 %	4.5600 %
Mastercard Corporate Premium Cards	4.5600 %	4.5600 %
Mastercard Debit Cards		
Mastercard Prepaid Cards	9.6700 %	3.9800 %
Mastercard World Cards	4.5956 %	5.1200 %
Mastercard World Elite Cards	4.9562 %	5.5700 %
UnionPay Credit Cards		
Visa Business Cards	4.3999 %	4.7900 %
Visa Business Premium Cards	4.3999 %	4.7900 %
Visa Corporate Cards	4.3999 %	4.7900 %
Visa Corporate Premium Cards	4.3999 %	4.7900 %
Visa Debit Cards		1.6400 %
Visa Infinite Cards	3.4100 %	4.4425 %
Visa Infinite Privilege Cards	4.3300 %	5.0000 %
Visa Prepaid Cards	2.7900 %	3.7500 %
Visa Standard Credit Cards	1.6200 %	3.7200 %

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

Other Fees

A comprehensive list of all fees and charges for the contract can be found in the contract, under the heading "Other Fees".

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

Merchant Application

GPD



Business Information

Merchant's DBA Name/Outlet Name: Town of Fort Frances		Merchant's Legal Name: The Corporation of the Town of Fort Frances	
Physical Street Address (No P.O. Box): 320 Portage ave		Legal Address: (if different from Business Address) 320 Portage ave	
City, Province, Postal Code: Fort Frances, Ontario, P9A3P9		City, Province, Postal Code: Fort Frances, Ontario, P9A3P9	
DBA Phone: (807) 274-5323 Ext. Fax:		Corp. Phone: (807) 274-5323 Ext. Fax:	
Contact Name at this Address: Laurie Lindberg	Email: llindberg@fortfrances.ca	Contact Name at this Address: Laurie Lindberg	Email: llindberg@fortfrances.ca
Customer Service Phone # (Required for MOTO and Internet merchants only): Ext.		Website Address (Required for Internet merchants):	
Merchant Number:		Merchant Bank Account Transit and Account Number: FID 0010 TR 00087 AC 0001406	

Merchant Profile

Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation	
<input type="checkbox"/> Partnership <input type="checkbox"/> Limited (LTD) <input checked="" type="checkbox"/> Government	
<input type="checkbox"/> Non-Profit <input type="checkbox"/> Other:	
Type of Goods or Services Sold: parking meter	MCC/SIC Code: 9399
Current ownership start date: 5/10/2000 mm/dd/yyyy	GST Number:

Payment Card Information

Market Type:	Sales Profile (Must Equal 100%)
<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket	Electronic Chip and PIN %
<input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market	Internet Sales %
<input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental	Card-Not-Present/Manually Keyed 100.00 %
<input type="checkbox"/> MO/TO <input type="checkbox"/> Oil & Gas	
<input type="checkbox"/> E-commerce <input checked="" type="checkbox"/> Other: parking meter	TOTAL Must = 100% 100%

Do you currently accept: Visa? ☐ YES ☒ NO | Mastercard? ☐ YES ☒ NO | American Express/JCB? ☐ YES ☒ NO | Discover? ☐ YES ☒ NO

Do you process future delivery of products and/or services? ☐ YES ☒ NO Deposit on future delivery % of sales / Day(s) in advance taken:

Custom work sold on terms of future delivery: % of sales / Day(s) delay on delivery:

Delivery time of future delivery:

0-5 days: % 6-14 days % 15-30 days % >30 days % Days of future delivery greater than 30?

Do you maintain the inventory of products (NOT drop shipped from another supplier?) ☒ YES ☐ NO

Daily Discount Merchant: Check box only if YES.	Merchant initials only if YES.	Batch Delay: Check box only if YES.	Merchant initials only if YES.
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Ticket Price:	Do you wish to process returns? Merchant initials only if YES.
Average: \$ 1 High: \$ 8	Credit: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Amount \$ 0.00 Debit: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Amount \$ 0.00
Annual Credit Card Sales Volume: \$ 12,003.00	Annual Debit Card Sales Volume: \$ 2.00 Annual Interac Debit Card Sales Volume: \$ 0.00

For questions regarding Card Services, contact:
Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

Services for Which You Subscribe

<input checked="" type="checkbox"/> Visa Credit (face-to-face)	<input checked="" type="checkbox"/> Mastercard Credit (face-to-face)	<input type="checkbox"/> Interac Direct Payment Debit
<input checked="" type="checkbox"/> Visa Credit (card-not-present)	<input checked="" type="checkbox"/> Mastercard Credit (card-not-present)	<input checked="" type="checkbox"/> American Express / JCB Credit (face-to-face)*
<input checked="" type="checkbox"/> Visa Debit (card-not-present)	<input checked="" type="checkbox"/> Debit Mastercard (face-to-face)	<input checked="" type="checkbox"/> American Express / JCB Credit (card-not-present)*
<input type="checkbox"/> Tele-Deposit (Credit)	<input checked="" type="checkbox"/> Debit Mastercard (card-not-present)	<input checked="" type="checkbox"/> Discover Card
<input type="checkbox"/> Pay@Pump (Credit and Debit)	<input type="checkbox"/> UP (UnionPay) Credit and Debit	

* American Express/JCB Merchants: do you consent to receiving marketing communications related to American Express / JCB? YES NO
 Opting out of marketing messaging will not preclude you from receiving important transactional and relationship communications from American Express. Additionally, in the event that you choose to opt out, you may continue to receive marketing communications while American Express updates its records to reflect your choice.

Push Funds Service Authorization and Direction

The merchant named below hereby authorizes and directs the Financial Institution named below, on receipt of request from Global Payments Direct, Inc. ("Global") or a member under the Merchant Agreement ("Member"), to debit the Account described below at any time and from time to time for any amounts specified by Global or Member and said to represent any adjustments, items charged back, and credit vouchers and any fees or charges the merchant may owe under the Merchant Agreement, in accordance with the provisions set forth in the Terms & Conditions of the Merchant Agreement, in the section of this Merchant Application regarding Pre-Authorized Debits, and the Card Acceptance Guide. The Financial Institution is not required to verify that any debit it receives from Global or Member is in accordance with this authorization.

Name of Financial Institution: 0010	Branch Transit #: 00087
Name of Merchant: The Corporation of the Town of Fort Frances	Merchant's Account # with Financial Institution: 0001406
	ATTACH "VOID" CHEQUE
Signature(s) of Authorized Signing Officers(s): Date: mm/dd/yyyy X	Print Name(s) of Authorized Signing Officer(s):

Pre-Authorized Debits (PADS)

A Pre-Authorized Debit (PAD) is a withdrawal that you authorize Global to make from your account at a financial institution. The requirements for PADs are set forth in Rule H1 of the Canadian Payments Association (CPA). Pursuant to CPA Rule H1, your signature below is your acknowledgement of the following:

Fees for the services provided to you under the attached Merchant Agreement, incorporated hereby, are payable to Global and will be debited from your merchant bank account on a monthly basis, unless otherwise indicated on the Credit/Debit Card Services and Fee Schedule of the Merchant Agreement. Chargebacks and adjustments will be debited on a daily basis. Debited amounts will vary and will be reported to you in the monthly merchant statement provided to you by Global. You agree that any withdrawals by Member or Global under the Merchant Agreement from your merchant bank account, as designated by you in writing, and/or from other accounts as permitted under the Merchant Agreement are pre-authorized debits (PADs) for business purposes, as defined under CPA Rule H1, and **you waive the right to receive advance notice from Member and/or from Global of such debits.** You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

Your authorization for PADs is to remain in effect while the Merchant Agreement remains in effect unless Global receives written notice from you of its change or termination. You may change the bank account you have designated for PADs by providing Global with 30 days' prior written notice. Pursuant to CPA rules, you have the right to revoke your authorization for PADs by providing Global with 30 days' prior written notice. To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, you may contact your financial institution or visit www.cdnpay.ca. Upon receiving your cancellation notice, Global shall use best efforts to cancel the PAD in the next business, billing or processing cycle. Notwithstanding

For questions regarding Card Services, contact:

Global Payments Direct, Inc. Attention: Customer Care, c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8, or call 1.800.263.2970. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

the foregoing, the Merchant Agreement is contingent upon your authorization for PADs, and if you revoke your authorization for PADs, it will be deemed to be a breach of the Merchant Agreement and grounds for Global's termination of the Merchant Agreement with immediate effectiveness.

Authorized Signature		To contact Global regarding PADs: Global Payments Direct, Inc. Attention: Customer Care c/o P.O. Box 4010, Station B, Etobicoke, ON, M9W 7H8 Tel: 1.800.263.2970
Name	Title	
Date mm/dd/yyyy		

Cardholder Data Storage — Compliance Statement

PCI DSS and Card Networks rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standards) validated and you (merchant) must validate PCI DSS compliance. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

	Initial applicable answer		
The signing merchant listed below has experienced an account data compromise.	YES	NO	N/A
	(I have never accepted payment cards.)		
The signing merchant listed below is storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized.	YES	NO	N/A
	(I have never accepted payment cards.)		

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Certificate may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Term of Merchant Agreement	Initial Term 3 year(s)	Renewal terms six (6) months
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Your Merchant Agreement is between Global Payments Direct, Inc. ("Global"), the Merchant named above, and the Member named below, depending upon the services you have selected ("Member"). A copy of the Terms & Conditions of Merchant Agreement, revision number 41040.12.11/15/17SME has been provided to you. Please sign below to signify that you have received a copy of the Terms & Conditions of Merchant Agreement and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Terms & Conditions, as may be modified or amended in the future. If you disagree with any of the Terms & Conditions of Merchant Agreement, do not accept services.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF MERCHANT AGREEMENT.

Signing for Merchant		Signing for Global Payments Direct, Inc.	
Print Name	Title or Capacity	Print Name	Title or Capacity
Signature	Date mm/dd/yyyy	Signature	Date mm/dd/yyyy

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Signing for GPC Financial Corporation, with respect to Visa and Mastercard transactions

Print Name	Title or Capacity
Signature	Date mm/dd/yyyy

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merch. No.	Discount Rate	Per Item	Additional Auth. Fees
VISA Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4200%		
VISA Debit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
VISA Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.2000%		
VISA Cross Border CDN Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%		
VISA Cross Border INTL Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.0000%		
MC Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
Mastercard Debit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.4400%		
MC Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.2000%		
MC Cross Border CDN Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%	\$ 0.1750	
MC Cross Border INTL Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.0000%	\$ 0.1750	
MC License Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.0300%		
Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.6500%		
Discover Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.1490%		
Discover Cross Border Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.0000%		
AMEX/JCB Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.7500%		
AMEX/JCB Card-Not-Present	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%		
AMEX/JCB Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.1500%		
AMEX Cross Border CDN Assessment Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.8000%		

The discount rates, per item, authorization and other fees noted above are based upon Merchant's complying with all processing requirements, as established by the applicable governing authority, of the payment type which qualifies the merchant for the most favourable interchange rates available for such payment types.

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***Downgrade Fees**

Transactions that do not qualify for the most favourable interchange rates will be subject to the Interchange Downgrades indicated below, in addition to the rate quoted. See the Merchant Agreement section entitled "Interchange Downgrades & Cross-border Fees" for more information.

MC Table # M1		VISA Table # M1		DISC Table # M1	
MC CDN PAYPASS	\$0.0800	VISA CDN ELC		DCOR CDN BASE/RWDS	0.800%
MCEC CDN PAYPASS	\$0.0900	VISA CDN STD	2.100%	DCOR CDN TRAVEL/RWDS	0.720%
MCHV CDN PAYPASS	\$0.1000	VINF CDN ELC	1.790%	DCOR FGN BASE	0.800%
MC CDN ELC		VINF CDN PREF	1.880%	DDBT FGN BASE	0.800%
MC CDN PREF		VINF CDN HI-NET	2.710%	DDPP FGN BASE	0.800%
MC CDN STD	2.310%	VINF CDN HI-NET STD	3.380%	DISC CDN BASE/RWDS	0.800%
MCEC CDN ELC	2.570%	VINF CDN EMER		DISC CDN TRAVEL/RWDS	0.720%
MCEC CDN EMER		VINF CDN REC	2.040%	DISC FGN BASE	0.800%
MCEC CDN PREF	2.740%	VINF CDN STD	2.960%	DSBS CDN BASE/RWDS	1.750%
MCEC CDN STD	3.450%	VIBS CDN B2B ENH	2.580%	DSBS CDN GRC/O&G/RWDS	1.300%
MCHV CDN ELC	2.880%	VIBS CDN ELC	2.780%	DSBS CDN HTL/CAR	1.650%
MCHV CDN EMER	2.510%	VIBS CDN EMER	2.680%	DSBS CDN REC	1.400%
MCHV CDN PREF	2.970%	VIBS CDN HI-NET	2.880%	DSBS CDN RTL	1.600%
MCHV CDN STD	3.900%	VIBS CDN HI-NET STD	3.580%	DSBS CDN TRNSPRT/RWDS	1.650%
MDBT CDN STD		VIBS CDN REC	2.730%	DSBS FGN BASE	0.800%
MCBS CDN	2.890%	VIBS CDN STD	3.180%	DSPM CDN BASE/RWDS	1.050%
MCBS CDN DATA RATE I	2.890%	VIBS FGN	3.180%	DSPM CDN GRC/O&G/RWDS	0.720%
MCBS CDN DATA RATE II		VIBS CDN LT	\$35.0000	DSPM CDN HTL/CAR	1.050%
MCBS CDN EMER	2.810%	VIPP CDN ELC	1.170%	DSPM CDN REC	0.800%
MCBS FGN	3.210%	VIPP CDN STD	2.130%	DSPM CDN RTL	1.000%
MCBS FGN STD	3.410%	VISA FGN	1.480%	DSPM CDN TRNSPRT/RWDS	1.050%
MC FGN	1.660%	VISA FGN PREM	2.740%	DSPM FGN BASE	0.800%
MC FGN PREM ELC	2.950%	VISA FGN SPR PREM		DSPP CDN BASE/RWDS	1.700%
MC FGN PREM STD	3.360%	VISA FGN STD	2.540%	DSPP CDN GRC/O&G/RWDS	1.200%
MC FGN STD	2.770%	VISP FGN	3.180%	DSPP CDN HTL/CAR	1.600%
				DSPP CDN REC	1.400%
				DSPP CDN RTL	1.550%
				DSPP CDN TRNSPRT/RWDS	1.600%
				DSPP FGN BASE	0.800%

AMEX/JCB Table # M1	
AMEX BST2	1.920%
AMEX PPT2	1.920%
AMEX RTET2	2.670%
JCB BST2	1.920%
JCB RTET2	2.670%

**Note: Imposition of a Debit surcharge is subject to Global's or Member's prior written consent.

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Other Fees

Monthly Fees	Fee
BusinessView Monthly Fee	\$ 0.00
eStatement Fee	\$ 0.00
System Maintenance Fee	\$ 0.00

Annual Fees	Fee
Merchants EDGE	\$ 36.00

Per Item / Per Occurrence / Per Batch Fees	Fee
Chargeback Fee (per occurrence)	\$ 25.00
Retrieval Fee (per occurrence)	\$ 15.00
Non-Sufficient Funds Fee (per occurrence)	\$ 25.00
Settlement Fee	\$ 0.25

One Time Fees	Fee
Sign Up Fee Electronic	\$ 300.00

* Applies if merchant does not meet 0.00 as set forth in the Merchant Agreement

** Applies if merchant does not meet 0.00 as set forth in the Merchant Agreement

Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreement will be conducted.)

Name: Laurie Lindberg	Address: 320 Portage ave
Title: Treasurer	City, Province, Postal Code: Fort Frances, Ontario, P9A3P9 Years there: _____ Own/Rent?: _____
Phone Number: (807) 274-5323	Date of Birth: mm/dd/yyyy
Former Address (if less than 1 year at current address):	City, Province, Postal Code: Years there: _____ Own/Rent?: _____

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); an official of a political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? **Initial applicable answer: Yes No**

If "yes," please attach details.

Personal Guarantee

To induce Global Direct to enter into this Merchant Agreement with Merchant and Member (the "Merchant Agreement"), the undersigned (if more than one, each of them, jointly and severally, or, for purposes of the Province of Quebec, solidarily) hereby personally, irrevocably and unconditionally guarantees to Global Direct, Member and their successors and assigns, the full, prompt, and complete payment and performance of all obligations of the Merchant to Global Direct, Member and their successors and assigns, whether arising before or after termination of the Merchant Agreement. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Merchant Agreement made by or agreed to by Global Direct, Member and/or Merchant. I/We waive all benefits of division and discussion and the right to be subrogated in the rights of any of Global Direct and Member (and their successors and assigns) until each of Global Direct and Member (and their successors and assigns) have received payment in full of all obligations of the Merchant to each of them.

I/We hereby waive any notice of acceptance of this Personal Guarantee, notice of nonpayment or nonperformance of any provision of the Merchant Agreement by Merchant, and all other notices or demands regarding the Merchant Agreement. I/We agree to promptly provide to Global Direct and/or Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships,

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and employment information. I/We have been given full opportunity to seek legal counsel, and have read, understand, and agree to be bound by the Terms & Conditions of Merchant Agreement and this Personal Guarantee.

Je/Nous reconnais/reconnaissons et conveni/convenons qu'il est de ma/notre volonté expresse que ce Cautionnement et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise seulement.

Signature of Guarantor (please sign below) X [SEAL] an individual.	Name of Guarantor (printed):
Signature of Witness (please sign below) X [SEAL] an individual.	Name of Witness (printed):

Credit Information – Owner/Officer Consent

WHEREAS, The Corporation of the Town of Fort Frances ("Merchant") is a merchant that has entered into, or desires to enter into, a Merchant Agreement with Global Payments Direct, Inc. ("Global") and with an entity that is a member of the applicable card association ("Member"); and

WHEREAS, in order to confirm the financial soundness of its merchant customers, Global and Member require certain business and financial information pertaining to Merchant and to Merchant's owners, principals, partners, proprietors, affiliates, and such other persons and entities having a material relationship to Merchant (each of the foregoing a "Principal" of Merchant); and

WHEREAS, the person or entity identified below has been identified by Merchant as a Principal;

NOW, THEREFORE, in consideration of the foregoing recitals, the undersigned Principal hereby agrees as follows:

1. Principal agrees to provide Global with such financial statements and information concerning Principal as Global may request from time to time, and furthermore agrees that Global may obtain from any source whatever commercial and credit information about Principal that Global deems appropriate.
2. Principal authorizes Member or any other depository institution to release to Global any financial information concerning Principal. Principal acknowledges and agrees that subsequent commercial and credit information may be ordered in connection with updating, reviewing or continuing Merchant's Merchant Agreement.
3. Global and/or the Member may exchange information about Principal with other financial institutions, credit card associations and network organizations, and any other persons for the purpose of providing Merchant with the services contemplated under the Merchant Agreement.
4. If Principal is the subject of a consumer credit report in connection with the Merchant Agreement, Principal shall have the right to obtain from Global the name and address of the consumer credit reporting agency furnishing the report, if any, upon Principal's written request.

<input checked="" type="checkbox"/> AGREED AND CONSENTED TO BY PRINCIPAL:		
Home Address: 320 Portage ave Fort Frances, ON P9A3P9		
Home Telephone Number: (807) 274-5323		
Signature X	Date: mm/dd/yyyy 	Printed Name:
		Date of Birth: mm/dd/yyyy

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