

TOWN OF FORT FRANCES

Administration & Finance Executive Committee

AGENDA - March 16, 2021, 12:00 PM

Microsoft Teams meeting

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MEETING - Civic Centre

Session #5

Page

1. **Call to Order / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session No 3 - 16 February 2021 2 - 3
 - 3.2 Session No 4 - 02 March 2021 4 - 5
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 Capital Financing - Dawn Galusha 6 - 9
 - 5.2 2020 Contributions to Reserve Funds - D. Galusha 10
 - 5.3 Budgeting Software - D. Galusha 11 - 23
 - 5.4 Appointment of Closed Meeting Investigator - L. Slomke 24 - 35
6. **Outstanding Items**
 - 6.1 Report - Aerial Ladder Truck - Tyler Moffit 36 - 37
7. **Information - none**
8. **In-Camera - none**
9. **Adjourn / Next Meeting Date - 06 April 2021**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #3

February 16, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually on February 16, 2021 from 1207 hrs to 1216 hrs.

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, L. Slomke, Clerk, K. Haney, Deputy Clerk/Board Secretary

REGRETS:

1. Call to Order @ 1207 hrs

2. Disclosure of pecuniary interest and the general nature thereof- none

2.1 Councillor Brunetta disclosed an interest in item 5.1 below as this is her per diem claim for attendance at the RRDMA AGM.

3. Approval of Previous Committee Minutes - Approved as presented

3.1 Session No 2 - 19 January 2021

4. Items Referred from Council - None

5. New Business

5.1 2105 - W. Brunetta RRDMA per diem - Approved as accepted

Councillor Brunetta disclosed an interest in this item as this is her per diem claim for attendance at the RRDMA AGM.

5.2 2106- 357 358- 814 Scott Street - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.

5.3 2107- MOS 201 Minnie Ave Unit 6 - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.

5.4 2018- MOS 201 Minnie Ave - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.

6. Outstanding Items - None

7. Information - None

8. In-Camera - none

9. Adjourn @ 1216 hrs / Next Meeting Date- 02 March 2021

Executive Committee Chair

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #4

March 2, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually on March 2, 2021 from 12:00 1200 hrs to 1225 hrs

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Hughes, IT Manager, K. Haney, Deputy Clerk. L. Slomke, Clerk

REGRETS:

1. Call to Order 1200 hrs / Roll Call

2. Disclosure of pecuniary interest and the general nature thereof

- 2.1 Councillor Judson disclosed an interest in item 5.2 below as this is his per diem claim for attendance at the RRDMA AGM.

3. Approval of Previous Committee Minutes

- 3.1 Session no 3 - 16 February 2021 - Approved as presented

4. Items Referred from Council

- 4.1 2021/12 - Letter from Jackie Lampi-Hughes - 1.25% interest charged 1st of every month on late payments. Plans for payment can be developed with Finance if requested.

5. New Business

- 5.1 2021/09 - Ontario Regulation 284/09 - Budget Matters - Review of information presented.

- 5.2 2021/10 - Councillor Judson RRDMA AGM Per Diem - Accepted as presented

Councillor Judson disclosed an interest in this item with his per diem claim for attendance at the RRDMA AGM.

- 5.3 Dell "Keep it Program" - J. Hughes - Information reviewed. Accepted as presented.

6. Outstanding Items

- 6.1 2021/07 - Request for Reconsideration MOS - Information received as presented

- 6.2 2021/08 - Request for Reconsideration MOS - Information received as presented.

7. Information

- 7.1 Fire Rescue Services Report - January 2021 - Accepted as presented

8. In-Camera - none

9. Adjourn at 1225 hrs / Next Meeting Date - 16 March 2021

Executive Committee Chair

D. Brown, CAO

To: Administration & Finance Executive Committee

FROM: Dawn Galusha, Treasurer

DATE: March 10, 2021

SUBJECT: 2020 Capital Financing

BACKGROUND

The 2020 Capital Budget in total was \$13,894,519 with intended financing of \$3,585,277 from Corporate Reserve Funds, use of Federal Gas Tax Reserve Funds (\$512,248), and the balance of funding from Federal & Provincial Grants, contributions from others and Water and Sewer Rates and Reserve Funds (\$1,393,392).

The attached 2020 Capital & Reserve Fund Balancing report lists the budgeted reserve fund allocations for the individual projects/purchases, the Capital expense to December 31/20, other sources of revenue received, amount of reserve funds allocated to date, and the remaining funds required for financing the Capital Fund. The second-last column (light green column) is the difference between the Reserve Fund allocation as per approved Capital Fund budget and the total Reserve Funds to support the Capital Fund. This indicates that overall, the Reserves Funds required to fund capital is \$1,333,841.26 less than the 2020 budgeted Reserve Fund allocation resulting from projects/purchases that were not completed, or the projects/purchases came in under the budget amount. In addition, for the Erin Crescent Roads Project (\$19,964.14) and the Cemetery (\$540.94) there are transfers from the revenue fund totaling \$20,505.08 to cover internal costs, including salaries, benefits and equipment used.

Reserve Funds allocated to finance 2020 Capital less Reserve Funds Actual to December 31, 2020 is \$2,133,612.30 and the additional Reserve Funds required to finance the balance of the projects/purchases for 2020 is \$118,023.44 as follows:

	<u>Amount</u>	<u>Reserve Fund</u>
Computer & Networking Hardware and Software	\$ 739.85	Corporate Projects
Triple Combination Pumper Truck	35.25	Vehicles & Equipment
Backup Generator- Secondary Evacuation Centre	31,573.86	Corporate Projects
PW- Small Capital Equipment	1,541.54	Vehicles & Equipment
GIS Capital Contribution	2,427.77	Corporate Projects
Design Work- Kings Hwy- Pit #1 to Oakwood Rd	724.24	Corporate Projects
Scott Street Sidewalks	22,523.71	Corporate Projects
P&C- Small Equipment	357.95	Vehicles & Equipment
New Columbaria- Riverview Cemetery	9,050.40	Cemeteries
Arena Equipment Purchases	3,062.71	Vehicles & Equipment
Cameras and Surveillance of MSC	2,999.50	Corporate Buildings
MSC- Concrete Repair	24,914.00	Corporate Buildings
Computer Equipment- Library	9,329.93	Library Technology
Woodyard Land Use/EC Dev Study	8,742.73	Corporate Projects
	<u>\$118,023.44</u>	

2020 CAPITAL & RESERVE FUND BALANCING

Revised March 8, 2021

Revised March 8, 2021					REVENUE SOURCES						
	Account #	RESERVE FUND	Reserve Funds as per Capital Budget	Capital Expense to December 31, 2020	Other Grants/Project Funding	Reserve Funds Actual to December 31, 2020	Additional Reserve Funds Required	Total Reserve Funds to Support Capital	Revenue Fund Required (Distributed Salaries/Benefits /Equip)	Difference Between Reserve Funds Budgeted & Reserve Funds Actual	NOTES
GENERAL GOVERNMENT											
CC- Temporary Office Partitions for Treasury	20-020-0253-9127-71523	Corporate Buildings	10,000	8,038.45		8,038.45		8,038.45		1,961.55	Work is on-going and is carried forward to 2021
CC- Office Design Work	20-020-0253-9127-71523	Corporate Buildings	60,000	17,988.88		17,988.88		17,988.88		42,011.12	
CC- Vault movable shelving	20-020-0253-9127-71523	Corporate Buildings	31,000	29,759.71		29,759.71		29,759.71		1,240.29	
First Nations Advisory Committee- Point Park Upgrades	20-160-1611-9659-71523	Point Park	2,000							2,000.00	
Update Building Automation System Software (no longer supported) HVAC- Civic Centre, MSC, Museum	20-020-0253-9658-71523	Corporate Buildings	20,000					-		20,000.00	
Computer & Networking Hardware and Software	20-020-0268-9109-71471	Corporate Projects	122,000	122,739.85		122,000.00	739.85	122,739.85		(739.85)	
TOTAL GENERAL GOVERNMENT			245,000	178,526.89	-	177,787.04	739.85	178,526.89	-	66,473.11	
PROTECTION											
Fire											
Six Sets of Bunker Gear	20-040-0410-9120-71480	Corporate Projects	13,500	13,035.37		13,035.37		13,035.37		464.63	Carried Forward to 2021
Triple Combination Pumper Fire Truck	20-040-0410-9133-71471	Vehicles & Equipment	608,030	608,065.25		608,030.00	35.25	608,065.25		(35.25)	
Fire Dept - Three LifePak Defibrillators	20-040-0410-9239-71471	Corporate Projects	8,000	7,180.98		7,180.98		7,180.98		819.02	
10 Lengths of High Volume 4" x 50' Fire Hose	20-040-0410-9239-71431	Corporate Projects	7,500	6,791.87		6,791.87		6,791.87		708.13	
Replace Concrete aprons infront of Firehall Doors (H&S)	20-040-0450-9232-71523	Corporate Buildings	12,000	-		-		-		12,000.00	
Backup Generator- Secondary Evacuation Centre	20-040-0450-9260-71471	Corporate Projects	0	31,573.86			31,573.86	31,573.86		(31,573.86)	
TOTAL PROTECTION			649,030	666,647.33	-	635,038.22	31,609.11	666,647.33	-	(17,617.33)	Additional costs in 2020- not budgeted
TRANSPORTATION											
Public Works Buildings/General Misc.											
PW - Small Capital Equipment	20-060-0614-9105-71471	Vehicles & Equipment	8,000	9,541.54		8,000.00	1,541.54	9,541.54		(1,541.54)	Work completed under budget
PW - Curb and Line Painting Machine	20-060-0614-9107-71471	Vehicles & Equipment	15,000	13,986.35		13,986.35		13,986.35		1,013.65	
GIS Capital Contribution	20-060-0624-9123-71471	Corporate Projects	6,106	8,533.77		6,106.00	2,427.77	8,533.77		(2,427.77)	
			29,106	32,061.66	-	28,092.35	3,969.31	32,061.66	-	(2,955.66)	
Large Equipment & Vehicles											
Replace 2000 Sand Truck With Tandem Axel Truck with Sand Box	20-060-0614-9244-71471	Vehicles & Equipment	215,000					-		215,000.00	On order- carried forward to 2021
Replace 2006 CAT IT38 Loader c/w gravel and snow bucket	20-060-0614-9257-71471	Vehicles & Equipment	290,000	269,664.00		269,664.00		269,664.00		20,336.00	
			505,000	269,664.00	-	269,664.00	-	269,664.00	-	235,336.00	
Roads / Storm Sewers/ Sidewalks											
Erin Crescent- Roads and Storm Sewers	20-060-0611-9265-71523	Corporate Projects	749,849	512,764.94	8,710.14	504,054.80		504,054.80		245,794.20	
Roads- Erin Crescent Subdivision (Phase 1 Carry Over) Employee wages	20-180-1810-9265-60010 to 60055			19,964.14				-	19,964.14	-	
Second Street Portage Avenue to Victoria Avenue Surface- Final Ashphalt lift (FGT Funded)	20-060-0611-9266-71523	Corporate Projects	5,902	138,447.29	134,223.88	4,223.41		4,223.41		1,678.59	Used OCIF instead of FGT
Design Work- Kings Highway- Pit #1 to Oakwood Road	20-060-0611-9270-71523	Corporate Projects	2,161	28,852.42	25,967.18	2,161.00	724.24	2,885.24		(724.24)	Used OCIF and ICIP to cover Road Work, OCIF for Storm Sewers
Roads- Replacement along Colonization Road West (ICIP Funding 83.33% roads only)	20-060-0611-9307-71523	Corporate Projects	249,953	1,146,483.63	1,146,483.63	-		-		249,953.00	
Roads- Phase 1 - Reconstruction - Scott Street - Reid Ave. to Colonization Rd. East	20-060-0611-9308-71523	Corporate Projects	265,650	2,495,946.37	2,246,351.73	249,594.64		249,594.64		16,055.36	

2020 CAPITAL & RESERVE FUND BALANCING

Revised March 8, 2021

					REVENUE SOURCES						NOTES
	Account #	RESERVE FUND	Reserve Funds as per Capital Budget	Capital Expense to December 31, 2020	Other Grants/Project Funding	Reserve Funds Actual to December 31, 2020	Additional Reserve Funds Required	Total Reserve Funds to Support Capital	Revenue Fund Required (Distributed Salaries/Benefits /Equip)	Difference Between Reserve Funds Budgeted & Reserve Funds Actual	
Reconstruction of Kings Highway from Pit Road #1 to Pit Road #2 (phase 1)	20-060-0611-9309-71523	Corporate Projects	176,068	940.87		940.87		940.87		175,127.13	
Design Works for the Reconstruction of Scott Street from Reid Avenue to Armit Avenue	20-060-0611-9311-71523	Corporate Projects	18,717	-		-		-		18,717.00	
			1,468,300	4,343,399.66	3,561,736.56	760,974.72	724.24	761,698.96	19,964.14	706,601.04	
Sidewalks											Incorporated in Roads Above Some of the 2021 work was completed in 2020 and a report was brought to Council.
Installation of Sidewalk from Kings Highway to FFHS along McIrvine Road (50/50 Split with RRDSB)	20-060-0617-9232-71523	Corporate Projects	20,095	37,029.26	18,708.77	18,320.49		18,320.49		1,774.51	
Sidewalks- Colonization Road West (ICIP Funding)	20-060-0617-9307-71523	Corporate Projects	16,885	-				-		16,885.00	
Sidewalks- Phase 1 - Reconstruction - Scott Street - Reid Ave. to Colonization Rd. East	20-060-0617-9308-71523	Corporate Projects	6,914	294,377.08	264,939.37	6,914.00	22,523.71	29,437.71		(22,523.71)	
			43,894	331,406.34	283,648.14	25,234.49	22,523.71	47,758.20	-	(3,864.20)	
Streetlight Pole Replacement & Traffic Lighting											Project not completed due to COVID and borders being closed
Pole Replacement- 20 poles along Waterfront walkway	20-060-0623-9135-71471	Corporate Projects	30,000					-		30,000.00	
								-		-	
			30,000	-	-	-	-	-	-	30,000.00	
TOTAL TRANSPORTATION			2,076,300	4,976,531.66	3,845,384.70	1,083,965.56	27,217.26	1,111,182.82	19,964.14	965,117.18	
PARKS & CEMETERIES											
Parks											
P&C - Small Equipment Replacement- small mowers and whipper snippers	20-160-1610-9105-71471	Vehicles & Equipment	6,250	6,607.95		6,250.00	357.95	6,607.95		(357.95)	Trees not purchased yet
Lillie Ave/Phair Ave Park Tree Planting Project (funding from New Gold)	20-160-1610-9129-71523	Corporate Projects	3,000	275.00		275.00		275.00		2,725.00	
Replace John Deere Z730. Old Z730 to be transferred to WWTP	20-160-1610-9157-71471	Vehicles & Equipment	5,753	13,710.55	8,547.25	5,163.30		5,163.30		589.70	
								-		-	
								-		-	
			15,003	20,593.50	8,547.25	11,688.30	357.95	12,046.25	-	2,956.75	
Cemeteries											
New Columbarium at Riverview Cemetery	20-100-1041-9620-71471	Cemeteries	97,000	106,050.40		97,000.00	9,050.40	106,050.40		(9,050.40)	Additional Columbaria purchased- report to Council
FF Cemetery Reno - Wages	20-100-1040-9127-60010 to 20-100-1040-9127-60055			540.94				-	540.94	-	
			97,000	106,591.34	-	97,000.00	9,050.40	106,050.40	540.94	(9,050.40)	
TOTAL PARKS & CEMETERIES			112,003	127,184.84	8,547.25	108,688.30	9,408.35	118,096.65	540.94	(6,093.65)	
AIRPORT											
Replace REIL Light Foundations	20-060-0660-9263-71523	Corporate Projects	15,000					-		15,000.00	Carried forward to 2021
								-		-	
TOTAL AIRPORT			15,000	-	-	-	-	-	-	15,000.00	

2020 CAPITAL & RESERVE FUND BALANCING

Revised March 8, 2021

					REVENUE SOURCES						NOTES
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WASTE MANAGEMENT SYSTEM Replace Landfill Scales (\$58.5k + installation & commissioning) Landfill Site Expansion 2020 RFP and first phase design activities TOTAL WASTE MANAGEMENT SYSTEM	20-080-0860-9107-71471	Landfill Reserve	78,500	425.32		425.32		425.32		78,074.68	
	20-080-0860-9238-71523	Landfill Reserve	75,000					-		75,000.00	
			153,500	425.32	0	425.32	-	425.32	-	153,074.68	
Memorial Sports Centre Marina- TSSA Compliance Requirements- Fuel Marina- Dock Replacement MSC- Miscellaneous Capital Repairs Arena Equipment Purchases Cameras and Surveillance of MSC (H&S) MSC- Concrete repair (Front Door and Sidewalk along Handicap parking) (H&S) MSC- Fitness Equipment (annual) Replace Zamboni Door - 52 Canadians (H&S) 2019- MSC Roof Replacement Design Works MSC- Phase 1 ICIP Revitalization Project MSC- Addition to Sports Centre- Design Work	20-160-1631-9206-71523	Corporate Projects	10,000	6,627.40		6,627.40		6,627.40		3,372.60	Docks to be purchased in 2021.
	20-160-1631-9627-71471	Corporate Projects	80,000	816.50		816.50		816.50		79,183.50	
	20-160-1634-9105-71471	Corporate Buildings	30,000	38,106.56	11,586.92	26,519.64		26,519.64		3,480.36	
	20-160-1634-9107-71471	Vehicles & Equipment/Buildings	21,000	24,062.71		21,000.00	3,062.71	24,062.71		(3,062.71)	
	20-160-1634-9220-71471	Corporate Buildings	25,000	27,999.50		25,000.00	2,999.50	27,999.50		(2,999.50)	
	20-160-1634-9232-71523	Corporate Buildings	13,500	38,214.00		13,500.00	24,714.00	38,214.00		(24,714.00)	Cost was much higher than expected
	20-160-1634-9624-71471	Vehicles & Equipment/Buildings	10,000	2,434.64		2,434.64		2,434.64		7,565.36	
	20-160-1634-9630-71471	Corporate Buildings	10,000	9,571.89		9,571.89		9,571.89		428.11	
	20-160-1634-9652-71471	Corporate Buildings	20,641	12,237.79		12,237.79		12,237.79		8,403.21	
	20-160-1634-9656-71523	Corporate Buildings	16,303	-				-		16,303.00	
	20-160-1634-9657-71523	Corporate Buildings	20,000	-				-		20,000.00	
			256,444	160,070.99	11,586.92	117,707.86	30,776.21	148,484.07	-	107,959.93	
											No grant available Due to COVID this work was deferred
	20-160-1645-9117-71523		60,000	-				-		60,000.00	
	20-160-1645-9117-71523		8,000	-				-		8,000.00	
			68,000	-	-	-	-	-	-	68,000.00	
TOTAL RECREATION & CULTURAL SERVICES			324,444	160,070.99	11,586.92	117,707.86	30,776.21	148,484.07	-	175,959.93	
Library Computer Equipment	20-160-1640-9109-71471	Library Technology		9,329.93			9,329.93	9,329.93		(9,329.93)	Approved at Board level
			0	9,329.93	-	-	9,329.93	9,329.93	-	(9,329.93)	
PLANNING & DEVELOPMENT Building/Planning Wood Yard Land Use/Economic Development Feasibility Study TOTAL PLANNING & DEVELOPMENT	20-180-1810-9180-71523	Corporate Projects	10,000	123,551.27	104,808.54	10,000.00	8,742.73	18,742.73		(8,742.73)	
			10,000	123,551.27	104,808.54	10,000.00	8,742.73	18,742.73	-	(8,742.73)	
TOTAL CAPITAL			3,585,277	6,242,268.23	3,970,327.41	2,133,612.30	117,823.44	2,251,435.74	20,505.08	1,333,841.26	

TO: Administration & Finance Executive Committee

FROM: Dawn Galusha, Treasurer

DATE: March 12, 2021

SUBJECT: 2020 Contributions to Reserve Funds

BACKGROUND

We are nearing the end of our year-end preparation for the fiscal period ending December 31, 2020. In accordance with our Long-Term Capital Financial Plan, Policy No. 1.19, being a plan to help align short-term actions with long-term financial management strategy and that identifies, that with Council approval, that Operating Surplus be transferred to the Corporate Reserve Funds, and that Water & Sewer Fund surpluses be transferred to Waterworks & Sanitary Sewer Reserve Fund at year end.

The Water Fund and Sewer Fund surplus amount transferred to the Waterworks & Sanitary Sewer Reserve Fund amount is \$519,861.23 for the 2020 fiscal year end at this point in time.

In 2020, we were fortunate to receive Safe Restart Funding, of which I am proposing carrying \$323,235.24 to 2021. The use of this funding was for specific enhanced cleaning protocols, PPE, sanitization supplies, protection barriers and other purchases directly related to COVID-19, which we would not have incurred otherwise. COVID-19 impacts the budget in many other ways, including both reductions to revenue, as well as cost savings for travel, training, salaries, and benefits. Further, we need to create a new reserve fund called Safe Restart Funding Reserve and transfer \$323,235.24 to it for the year end.

In addition, we sold the Day Care property and Clinic parking lot. The total amount in the Sale of Land account is \$299,202.60, which I suggest we transfer to the Corporate Buildings Reserve fund.

We are projecting a 2020 General Operating Fund deficit, mostly due to the finalization of the mill property appeals for the period 2017-2020. As we had a surplus carrying forward, from prior years, I am also proposing that we transfer an additional \$500,000 to Vehicle and Equipment Reserve Fund. Leaving a small net surplus over the years.

The year-end contributions to reserves would be as follows:

Waterworks & Sanitary Sewer	-	\$519,861.23	100% of Water & Sewer Operating Surplus to Water & Sewer Reserves
Safe Restart Funding	-	\$323,235.24	Safe Restart Reserve Fund
Sale of Land	-	\$299,202.60	Corporate Buildings Reserve Fund
Surplus/Deficit 2020 and Prior Fund	-	\$500,000.00	Corporate Vehicles and Equipment Reserve Fund

Treasury Report 2021/15

TO: Administration & Finance Executive Committee

FROM: Dawn Galusha, Treasurer

DATE: March 12, 2021

SUBJECT: Budgeting Software

BACKGROUND

Budgeting Software has been approved in the 2021 capital budget. The software will allow for more efficient budgeting as well as enable scenarios to be run in a quicker fashion than excel can provide. In the summer of 2020, we were approached by Questica to view their Budgeting Software. In addition, we reached out to Public Sector Digest (PSD) and Central Square. Central Square (Diamond) did not have a robust enough piece in their software for the advanced capabilities that we are hoping to achieve.

Both Questica and Public Sector Digest provided us with detailed demonstrations, quotes and references. When reviewing Questica's demonstration, it was visually pleasing, but the references were lacking. Kenora had been with Questica and at the time of the call, they were just starting to implement the PSD Budgeting. They advised there were many hidden costs with Questica and we felt the annual subscription was very high.

City Wide Budgeting software provided through Public Sector Digest was also visually pleasing and has many capabilities in it for scenarios, reporting, salary projections and capital. It will enable us to flow information to and from City Wide Asset Management. In addition, this software can pull data from Diamond as often as we wish. It is not only a budgeting software, but also a reporting mechanism for us, reducing the need to use excel for reporting and essentially, we could have updated financial statements daily.

In the 2021 budget we proposed to begin with Core Components and Operating Plan from Public Sector Digest. Our plan is to implement the Capital and Salary Plan modules in 2022.

Attached you will find the Project Charter from PSD, as well as the price quote from Questica.



Town of Fort Frances

CityWide Budgeting Project Charter

March 9th, 2021

The Public Sector Digest Inc.

148 FULLARTON STREET, 9TH FLOOR, LONDON, ONTARIO N6A 5P3

PHONE: (519) 690-2565 • FAX: (519) 519-649-2010



Contact List

TOWN OF FORT FRANCES ("CLIENT")

NAME	TITLE	TELEPHONE	E-MAIL
Travis Rob	Manager of Operations and Facilities	807-274-5323	trob@fortfrances.com
Dawn Galusha	Treasurer	807-274-5323	dgalushas@fortfrances.com

PUBLIC SECTOR DIGEST ("PSD")

NAME	TITLE	TELEPHONE	E-MAIL
Kyle Sym	Account Manager	519-690-2565 Ext. 2641	ksym@psdrcs.com
Matthew Van Dommelen	GM Business Development & Implementation	519-690-2565 Ext. 2410	mvd@psdrcs.com
Joanne Lencz	Senior Implementation Consultant	519-690-2565 Ext. 2777	jlencz@psdrcs.com
Dana Ossman	Client Support Representative	519-690-2565 Ext. 2768	dossman@psdrcs.com



Project Deliverables

This document contains a high-level project plan for the Client for delivering an implementation of CityWide Budgeting modules. The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project.

The purpose of this project is to implement an Enterprise Budgeting Solution to support the Town of Fort Frances with dealing with the current and future needs of a demanding fiscal environment. PSD will deliver the following items as part of the implementation of the CityWide Budgeting Suite for the Town of Fort Frances. The work will include the following project(s):

1. Operating Plan

Operating Plan provides all the tools required to produce single- or multi-year operating budgets and plans. Users can exercise precise control over the budgeting process while distributing budget preparation and analysis throughout the organization. Users can start the budget at zero or from a prior year. Multiple views and reports can immediately reveal the impact of a budget change on a specific account, department, division or the whole organization.

2. Reporting (Core Module)

CityWide Reporting is a dynamic tool for budget presentation, periodic variance analysis, and financial statement and forecast reporting. The client will be able to summarize data by different categories, drill down into details and even distribute the reports and charts to targeted recipients, all while eliminating the time-consuming task of building the reports in excel.



Project Schedule

The estimated duration of this project is **4-6 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities.

Note that Client time and resources will be required regularly throughout the project. It is expected that the Client will provide data and additional inputs for each stage as well as review and provide feedback on the deliverable for each stage.

Project Communication

Due to the size and scope of the project, clear and efficient communications between the Client and PSD is vital to project success. In the kick-off meeting, the main point of contact for PSD and the Client will be decided upon and the Client will be introduced to PSD's Project Management Tool, Mavenlink, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Mavenlink.

PSD Software License & Support/Maintenance Agreement

LICENSE TERMS AND CONDITIONS

PSD to:

- Provide an enterprise user license for the use of **CityWide Budgeting – Operating Plan**
- Provide an enterprise user license for the use of **CityWide Budgeting – Core Module**
- Provide user and technical documentation in electronic format.
- Provide software as per agreed in the proposal and as reflected within the pricing chart within this charter.

Town of Fort Frances to:

- Provide to The Public Sector Digest Inc. a purchase order for **\$13,400.00** for an enterprise user license of CityWide Budgeting - Operating Plan and Core and **\$17,600.00** for implementation & consulting services of the above-mentioned CityWide modules.
- Provide to The Public Sector Digest Inc. a purchase order for **\$7,500.00** for Version Protection and Maintenance Support of CityWide software.



Usage Terms: (as per installation)

WARNING. This SOFTWARE is protected by Copyright.

This software is owned by The Public Sector Digest Inc. and is protected by U.S. and Canadian copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material (for example a book). You may print help text or other documentation on hard copy for your own use.

You may not sell, lease or otherwise make available the software or any of the accompanying materials to a third party. You may not reverse engineer, decompile or disassemble the software.

The terms for your usage of this software are governed by an agreement between your organization and The Public Sector Digest Inc. You are obligated to adhere to the terms of this agreement. If you do not have such an agreement, you are installing this software illegally, and should immediately cease the installation process and return any media to The Public Sector Digest Inc.

Support/Maintenance Terms and Conditions

The first support invoice will be issued after the date of installation, and each subsequent invoice will be issued on the anniversary of that date. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to Public Sector Digest Inc. unpaid, with a letter to that effect.

What the annual support fee entitles the licensee to:

- ✓ **New versions and upgrades to CityWide Budgeting:** All new versions/upgrades of the CityWide Budgeting software suite are provided free of further charge. While the number of new versions and upgrades will differ from year to year, historically we have issued approximately 3 service packs (CityWide Budgeting) a year and a new version once every 12 - 18 months.
- ✓ **Service packs:** Service packs are issued promptly to fix problems reported by customers as well as to deliver minor functionality and performance improvements.
- ✓ **Hotline support:** Unlimited hotline support is available from 8:30 am to 5 pm EST. We will always return your call on the same day and will usually solve any problem within 24 hours.

What the annual support fee does not entitle the licensee to:

- × **Consulting services:** There is sometimes a fine line as to what can be handled as hotline support, vs. a consulting service. While we attempt to handle as much as possible through the hotline service, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, we will suggest purchasing additional consulting time to implement the new requirement.



General Terms & Conditions

- ☑ All amounts quoted are in CDN dollars and will be invoiced as such. Applicable taxes are extra. (GST, PST, HST)
- ☑ Consulting rates are as follows:
 - \$1,800 / day or \$225.00 / hour – A day includes 8 hours of services. Request for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service. Consulting rates are valid for the term of this agreement only.
- ☑ Detailed pricing information is included below.
- ☑ The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 1.5% per month.
- ☑ During the provision of the implementation services and for 1 year afterward, customer shall not hire PSD employees or subcontractors involved in the delivery of the services.
- ☑ Public Sector Digest Inc. warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by Public Sector Digest Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- ☑ The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to Public Sector Digest Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall Public Sector Digest Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if Public Sector Digest Inc. has been advised of the possibility of such damages.



Project Budget

Core Components	Price
Model Admin, Security Admin, Job Scheduler, Report Writer and Report Distributor and Software Installation	\$3,900.00
Total Core Components	\$3,900.00

Operating Plan	
Base Software Cost (Enterprise License - Unlimited Users)	\$9,500.00
Total Software	\$9,500.00
Implementation	
Implementation Planning/Needs Assessment	\$2,700.00
Interface Development To/From Financial System	\$2,700.00
Standard Configuration	\$5,000.00
Report/Custom Development	\$1,800.00
Administrator User Training and Documentation	\$3,600.00
End User Training and Documentation	\$1,800.00
Total Implementation	\$17,600.00
Total Operating Plan	\$27,100.00

Total Software and Implementation Costs	\$31,000.00
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Annual Support/Maintenance	
Operating and Core	\$7,500.00

Terms of Payment

- ☒ Software and Implementation services will be invoiced in **4 equal monthly amounts** for the above CityWide Budgeting modules. The last invoice will not be issued until project signoff by the client. The first billing will start **April 30, 2021**.
- ☒ Version Protection and Maintenance Support will be invoiced **July 31, 2021**. Subsequent year's maintenance will be invoiced annually from that date.
- ☒ Version Protection and Maintenance Support will be limited to a maximum annual escalation of 5%.
- ☒ Payments are due NET 30 days from the date of invoicing.
- ☒ Taxes are extra where applicable. (HST, GST, State)
- ☒ PSD expenses such as mileage, accommodation and meals are extra where applicable and subject to prior written approval by the Client.



Additional Considerations

This document has been prepared specifically for the Client. This proposal and all of its associated pricing shall remain valid for **30 calendar days from the date of issue**.

Ownership and Confidentiality

All Client data stored within the CityWide applications remains the legal ownership of the Client and can be extracted and used without restriction. PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done off-site. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.



Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: Town of Fort Frances and The Public Sector Digest Inc.

Terms and Assumptions Accepted between:

Town of Fort Frances

320 Portage Ave.

Fort Frances, Ontario, P9A 3P9

By: _____
(Print Name)

(Signature)

(Date)

By: _____
(Print Name)

(Signature)

(Date)

The Public Sector Digest Inc.

148 Fullarton Street, 9th Floor

London, Ontario, N6A 5P3

By: _____
(Print Name)

(Signature)

(Date)

Additional information required to be completed by Customer

Does your company require a Purchase Order (PO) before issuing payment?

NO ☐ YES ☐ The PO # for this order is: _____

All PSD invoices shall be directed to:

Accounts Payable Contact: _____

Telephone: _____

Accounts Payable Email Address: _____

Billing Address: _____



Budget

Order Form

Prepared for

Dawn Galusha
Town of Fort Frances, ON

by

Carlos Perez
Questica Software Inc.

This proposal is subject to a review of your Chart of Accounts
and a review of the Scope of Work

June 24th, 2020



Questica
Where brilliant begins.

Questica Budget Price Quote – Brilliant Subscription Bundle (SaaS)

Quotation ID#: Town of Fort Frances ON- 06242020

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating Licenses	*Included	
Salaries Licenses	*Included	
Capital Licenses	*Included	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Annual Software Subscription (including maintenance, support, and hosting)		\$19,500.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services (one-time fee)		\$ 14,100.00
Grand Total Year 1		
		\$ 33,600.00

*Number of licenses to be validated prior to contract

Pricing Notes

Quotation ID#: Town of Fort Frances ON- 06242020

Pricing valid through: **July 24th, 2020**

- Questica Budget annual subscription fee is \$17,000.00 per year (based on 5 year subscription)
- OpenBook annual subscription fee is \$2,500.00 per year (based on 5 year subscription)
- Above pricing in Canadian Dollars
- Applicable Taxes Extra
- **Terms of Payment:**
 - Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
 - Professional Services:
 - Due 100% upon Contract Effective Date (Net 30)

March 4, 2021

REPORT TO: Administration & Finance Executive Committee

FROM: Elizabeth (Lisa) Slomke, Municipal Clerk

SUBJECT: Appointment of Closed Meeting Investigator

On January 15, 2008, Council approved an agreement with Paul Heayn for his services as a meeting investigator as provided under the Municipal Act, 2001. Mr. Heayn has been the Closed Meeting Investigator for the Town of Fort Frances from 2008 to present.

The provisions of the agreement have provided for an annual retainer of \$500.00 payable to Mr. Heayn in each year of the agreement. The fees for Mr. Heayn's service have been calculated at \$50.00 per hour. Neither the retainer nor the hourly service fee has been increased since the contract was entered into in 2008.

The Clerk's office recommends re-appointment of Mr. Heayn to December 31, 2022.

<p>Council's approval of this report will appoint Mr. Paul Heayn as Meeting Investigator for the Town of Fort Frances and will direct the Clerk to bring forward a by-law with supporting agreement with Mr. Paul Heayn, for his services as a closed meeting investigator to December 31, 2022.</p>

DATED as of this ____ day of _____, 20__

BETWEEN:

The Town of Fort Frances

(the "Municipality")

- and -

PAUL S. HEAYN

(the "Investigator")

RECITALS:

1. Subsection 239.2 (1) of the *Municipal Act, 2001* authorizes municipalities to appoint a person to investigate, in an independent manner, complaints made to him or her by any person as to whether the municipality or a local board has complied with Section 239 or a procedure by-law under Subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation.
2. In appointing an investigator and in assigning powers and duties to him or her, a municipality is to have regard to, among other things:
 - (a) the investigator's independence and impartiality;
 - (b) confidentiality with respect to the investigator's activities; and
 - (c) the credibility of the investigator's investigative process.
3. The Municipality is satisfied that the Investigator has the skills and ability to meet these criteria.

THIS AGREEMENT IS ENTERED in consideration of payment of the Retainer by the Municipality to the Investigator, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever a term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- (a) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 5.02.
- (b) **Complaint** means a bona fide complaint received by the Municipality, or by the Investigator with respect to the Municipality, from a member of the public with the right to make the complaint, that the Municipality held a meeting in closed session contrary to the provisions of the *Municipal Act, 2001*.
- (c) **Dispute** means any controversy, dispute, difference, question or claim arising between the Parties (or any of them) in connection with this Agreement.
- (d) **Expenses** means any out-of-pocket sums paid or incurred by the Investigator during the course of investigation of a Complaint. Examples include: travel, lodging & meals, photocopying, telephone, facsimile, document binding, mileage, etc. Mileage shall be charged to and from Dryden at a rate of forty-four cents (\$0.44/km) per kilometre travelled. Where travel is involved, the Expenses will be calculated on the basis of the policies of The Corporation of the Town of Fort Frances with respect to travel by its employees on municipal

business.

- (e) **Fees** means the sum of fifty (\$50.00) dollars per hour paid to the Investigator for the Services rendered by the Investigator with respect to that Complaint.
- (f) **Investigator** means Paul S. Heayn, an individual carrying on business under the name and style “P.S. Heayn Municipal Consultant”.
- (g) **Retainer** means, for the Municipality, the sum of five hundred (\$500.00) dollars per annum.
- (h) **Services** means the conduct of investigations from time to time on behalf of the Municipality who has received a Complaint, to determine whether or not the Complaint has merit, and to report to the Municipality on the outcome of the investigation.
- (i) The **Term** means the entire time period during which this Agreement is operational, as set out in Article 2.00. In the event that a renewal occurs, as provided for in Section 2.02, the definition of Term shall be deemed to be amended by adding the renewal period.

1.02 Legislation, By-laws: Each reference to Provincial legislation in this Agreement is printed in italic font. Where the statute name does not contain a date, the reference is to the Revised Statutes of Ontario, 1990 edition. Where the statute name does contain a date, the reference is to the Statutes of Ontario for that particular year. In either case, the reference includes all applicable amendments to the legislation, including successor or replacement legislation.

1.03 Construing this Agreement: This Section contains the rules for reading and interpreting this Agreement:

- (a) The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation.
- (b) All provisions of this Agreement creating obligations on any Party will be construed as covenants.
- (c) This Agreement is to be read with all changes of gender or number required by the context.
- (d) The words “**include**”, “**includes**”, “**including**” and “**included**” are not to be Interpreted as restricting or modifying the words or phrases which precede them.
- (e) All references to money are references to Canadian dollars.

ARTICLE 2.00: TERM OF AGREEMENT

2.01 Term: The Parties agree that the Term of this Agreement is one (1) year, to be computed from the 1st day of January, 2019, concluding on the 31st day of December 2022, subject to renewal and termination as provided in this Agreement. January 1, 2019 will be the effective date of the Agreement regardless of the date that Council formally approves the appointment of the Investigator and/or execution of this Agreement.

2.02 Renewals: Subject to Section 2.03, this Agreement contains three (3) automatic renewals, each for a further term of one (1) year, on the same terms and conditions as this Agreement.

2.03 Electing not to Renew: Any Party to this Agreement who does not wish to renew shall give at least ninety (90) days’ written notice to all of the other Parties prior to the end of the Term of his or its intention not to renew this Agreement.

2.04 Termination Without Cause: The Municipality may terminate its participation in this Agreement with thirty (30) days’ written notice to the other Parties.

Termination mid-year does not give any Municipality the right to a refund or partial refund of the Retainer or any Fees or Expenses paid to the Investigator. Upon receiving notice of termination, the Investigator shall cease any ongoing work and shall issue an invoice to the Municipality for whom he was providing Service at the time of termination, for all Fees and Expenses to the date of termination.

2.05 Termination For Cause: If the Municipality is dissatisfied with the Services provided by the Investigator, the Municipality shall provide the Investigator with written notice stipulating the nature of its concern and requesting that the Investigator rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. If the default complained of by the Municipality is not rectified to the Municipality's satisfaction, it may withdraw from participation in this Agreement by providing written notice in accordance with Section 5.01.

If the Investigator considers that the Municipality is in breach of its obligations under the terms and conditions of this Agreement, he shall provide the Municipality with written notice stipulating the nature of his concern and requesting that the Municipality rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. In any event, if the default complained of by the Investigator is not rectified to his satisfaction, the Investigator may withdraw his Services from the Municipality by providing thirty (30) days' written notice to the Municipality in accordance with Section 5.01. After passage of the thirty (30) days, absent agreement or court or tribunal order otherwise, this Agreement shall be considered to have been terminated insofar as the Investigator and the Municipality is concerned. The Investigator acknowledges and agrees that notice under this Section cannot be given during the course of an ongoing investigation into a Complaint, but may only be given after completion of his report with respect to a Complaint.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS RELATING TO THE SERVICES AND PAYMENT FOR THEM

3.01 Appointment: The Municipality retains and appoints the Investigator as an investigator for the purposes of Subsection 239.2 (1) of the *Municipal Act, 2001*. The Investigator agrees to provide the Services for, and at the request of the Municipality, and accepts the appointment.

3.02 Investigator's Duties with Respect to Services: In providing the Services, the Investigator agrees that he shall:

- (a) follow the procedure outlined in Schedule "A" to this Agreement,
- (b) have regard to the importance of the matters listed in the second recital of this Agreement;
- (c) proceed without undue delay and with due diligence to investigate a Complaint;
- (d) conduct each investigation in private and in accordance with law;
- (e) hear or obtain information from such persons as the Investigator thinks fit and to make such inquiries as he thinks fit;
- (f) provide an opportunity to the members of Council and the senior administrative officials of the Municipality as well as any other person that may be adversely affected by a proposed report of the Investigator, an opportunity to make representations respecting the report or recommendation; and
- (g) preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties under the terms of this Agreement, save and except disclosure of such matters as in the Investigator's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations.

In performing such duties, the Investigator shall have the powers set out in the *Municipal Act, 2001*. Copies of relevant excerpts from legislation are attached to this Agreement as Schedule "B" for ease of reference.

3.03 Report Required: After concluding a “full investigation” as outlined in Schedule “A”, the Investigator shall render his opinion as to whether or not the Complaint has merit, including an opinion as to whether any meeting or part of the meeting that was the subject matter of the Complaint was closed to the public contrary to the *Municipal Act, 2001* or the Municipality’s procedure by-law. Regardless of the outcome, the Investigator shall report his opinion and the reasons for it to the Municipality and shall make such recommendations as he thinks fit.

3.04 Use of Delegates: At the discretion of the Investigator, he or she may at any time delegate, in writing, some or all of his responsibilities under this Agreement, as provided for in the *Municipal Act, 2001*. The Investigator agrees that such delegation will be first submitted to the Municipality for its approval. The Investigator acknowledges that he was selected by the Municipality to provide the Services on the basis of his experience and knowledge, and that the Municipality will not be forced to accept any delegate. Consent for any delegation may be withheld by the Municipality arbitrarily and without reason being provided. Where delegation is consented to, the person to whom the Investigator’s duties are delegated must agree in writing to be governed by the terms and conditions of this Agreement as if he or she was the Investigator. Such person shall always be under the supervision and direction of the Investigator. The delegation must not result in any additional costs or fees to the Municipality. Regardless of whether the Services are provided by the Investigator or by a delegate, all invoices for the Services shall be rendered by the Investigator and payments made to the Investigator, and the Investigator shall be responsible for the fees and disbursements of any his delegates.

3.05 Unavailability of Investigator: If the Investigator is unable to respond to a Complaint directly or through delegation as set out in Section 3.04, the Municipality has the right to call in an alternate service provider. In that case, the Investigator shall not have any recourse against the Municipality for breach of this Agreement.

3.06 Covenant to pay the Retainer: The Municipality agrees to pay the Retainer to the Investigator on an annual basis, during the Term, on or before January 31st of each year.

3.07 Covenant to pay Fees and Expenses: The Municipality agrees to individually pay the Fees to the Investigator relating to any Complaint for the Municipality, and to reimburse the Investigator for any Expenses relating to any Complaint for the Municipality. The Investigator agrees that, to be eligible to receive reimbursement for an Expense, the receipt or invoice relating to that Expense will have to be surrendered to the Municipality.

3.08 Calculation of Fees: The Investigator agrees that the Fee will be charged only for such time that he is actively investigating a Complaint and preparing and/or presenting his report with respect to that Complaint.

3.09 Limiting Expenses: The Investigator agrees that all investigations will, as much as is possible, be conducted without travel to the municipality, so as to limit the expenses relating to the Complaints.

3.10 Timing: The Investigator will invoice the Municipality upon completion of his report related to the Complaint. Payment shall be due thirty (30) days after the date of delivery of the Invoice.

3.11 Taxes: All amounts payable to the Investigator shall be paid without deduction. If goods and services tax is applicable to any Fees or Expenses, the same are payable in addition to the Fee or Expense. The Investigator shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker’s Compensation (if elected to enroll), or pension with respect to any amounts paid to the Investigator. The Municipality assumes no obligation or liability to deduct or remit any statutory or government remittances.

3.12 Liability Insurance: The Investigator agrees to place and at all times maintain general liability (for both bodily injury and property damage) insurance against

claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement, or of any of the acts or omissions of the Investigator. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence. In addition, the Investigator agrees to place and at all times maintain automobile liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence.

3.13 Insurance Documents: The Investigator agrees, upon request, to provide to the Municipality upon request either:

- (a) the insurance policies described in Section 3.12, or
- (b) the certificates of insurance relating to those policies.

3.14 Indemnification: The Investigator agrees that he shall at all times indemnify and save harmless the Municipality from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this Agreement or any action taken or things done or maintained because of this Agreement, or the exercise of rights arising pursuant to this Agreement (excepting claims for damage resulting from the negligence of any officer, servant or agent of the Municipality while acting within the scope of his or her duties or employment).

ARTICLE 4.00: OTHER COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

4.01 Laws & Rules: The Investigator agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and by-laws in providing the Services. Where any permits or licences are required, same shall be obtained by the Investigator.

4.02 Communications by Electronic Mail: The Parties agree that they may communicate with one another with respect to this Agreement by electronic transmission over the internet, but that they do so at their own risk with respect to inadvertent disclosure to third parties resulting from the use of that media. The Parties agree that no formal notice required by this Agreement shall be sent through electronic mail, but rather through regular mail or facsimile transmission as provided for in Section 5.01.

4.05 Municipal Freedom of Information and Protection of Privacy Act: The Parties acknowledge that this Agreement is a public document, and that this Agreement and the Services rendered under it are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. No Party shall be considered to have breached a requirement of confidentiality if disclosure is ordered by the Information and Privacy Commissioner in a procedure under that legislation. The Investigator agrees that the Municipality involved in any procedure under that legislation with respect to this Agreement or the Services shall have control of that procedure. The Investigator will co-operate in any and all such procedures, and abide by the orders of the Information and Privacy Commissioner that result, but the involved Municipality will make any decisions with respect to that procedure as it unfolds. Any expenses of the Investigator relating to any such procedure shall be reimbursed to the Investigator by the Municipality involved, and the Investigator may charge the Municipality a fee that does not exceed the amount of the Fees applicable to the Services, for his time spent in dealing with that procedure.

4.06 Dispute Resolution: Any Dispute that cannot be resolved by each Party involved shall be settled in accordance with this Section. The Party wishing to rectify the Dispute shall send the other Party written notice clearly identifying the Dispute, that Party's position with respect to the Dispute, and the remedy which the Party seeks. The Party receiving such a notice shall enter into good faith negotiations with the other Party. If the Dispute has not been resolved within thirty (30) days of the original notice, either Party may avail itself of any process or means legally available to resolve the

Dispute.

ARTICLE 5.00: MISCELLANEOUS

5.01 Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Investigator at:

Paul S. Heayn, A.M.C.T.
41 Clearwater Crescent
Dryden, Ontario P8N 3H8
Telephone: (807) 223-6824

or to the Municipality at:

Elizabeth (Lisa) Slomke, AOMC
Municipal Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
Telephone: (807) 274-5323

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
- (b) the business day next following the date of facsimile transmission; or
- (c) five (5) days following the date of mailing of the notice;

whichever is applicable. Notice shall not be given by electronic mail. Notwithstanding Section 5.02, any Party may change its address for notice by giving notice of change of address pursuant to this Section.

5.02 Amendments: No supplement, amendment or waiver of or under this Agreement (apart from amendments to notice provisions of Section 5.01) shall be binding unless executed in writing by the Parties to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

5.03 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the Services. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and this Agreement fully replaces and supersedes any letter, letter of intent, request for proposals, response to requests for proposals, or other contractual arrangement between the Parties related to the Services that may have been in existence at the time of execution and delivery of this Agreement.

5.04 Force Majeure/Time: Notwithstanding anything in this Agreement, no Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

5.05 Successors: The rights and liabilities of the Parties shall enure to the benefit of and be binding upon the Parties and their respective successors and approved assignees.

5.06 Partial Invalidity: If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Parties agree that the remainder of this Agreement shall not be affected by the ruling, but shall remain in full force and effect.

5.07 Relationship of Parties: Nothing in this Agreement shall create any formal legal relationship between the Parties. It is specifically agreed that none of the Parties is a partner, joint venturer, agent, employee, employer, or trustee of any other Party. The Investigator is a contractor independent of the Municipality.

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

5.09 Independent Legal Advice: The Municipality acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the municipality is in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the municipal corporation(s) to the terms of this Agreement by their signatures.

THE TOWN OF FORT FRANCES

Mayor

Clerk

Signed before me this day of

INVESTIGATOR

2021

Witness:
(Name printed beneath signature)

Paul S. Heayn

Schedules:

“A” Investigator’s Procedure

“B” Legislation excerpts

SCHEDULE “A”

Investigator’s Procedures

- Receive Complaint (made in writing, in either English or French) by a person. Complaint should be on the Municipality’s “Complaint Intake Form” if one has been adopted.
- Receive current certified copy of the Municipality’s procedure by-law(s).
- Undertake Step One: Initial Review & Report as follows:
 - Interview the complainant
 - Review any actions taken by the complainant and/or the Municipality to resolve the matter without formal investigation
 - Satisfy the complainant, if possible, without further investigation
 - Assuming Complaint is withdrawn and/or complainant is satisfied, prepare/present report to Council with respect to the Initial Review and resolution.
- Undertake Step Two: Full Investigation & Report as follows:
 - Interview all members of the elected council of the Municipality, whether or not those members were present at each of: the open meeting at which the resolution to hold the closed meeting was passed; the closed meeting itself; and the subsequent open meeting, if any, which dealt with any matters which were discussed in closed session.
 - Interview all members of senior administration of the Municipality who were present at each of the meetings referenced above, and in addition, the Clerk, Treasurer or Chief Administrative Officer, or equivalent, whether or not he or she was in attendance at any of those meetings.
 - If the complainant involves the Ontario Ombudsman, and if it is warranted, the Municipality may be given a formal hearing opportunity pursuant to Section 18 of the *Ombudsman Act*.
 - Prepare a draft report that:
 - ❖ explains the nature and background of the reason the Complaint was filed;
 - ❖ explains the reason and facts of why the Municipality held the closed meeting; the general nature of its subject matter;
 - ❖ explains the actions on the part of the complainant that were undertaken (if any) to resolve the issues;
 - ❖ explains the actions on the part of the Municipality (if any) to resolve the issues;
 - ❖ outlines the facts of why the Municipality held the closed meeting;
 - ❖ presents an opinion as to whether or not the meeting which is the subject matter of the Complaint (or any part of that meeting) was closed to the public contrary to either the *Municipal Act, 2001* or the Municipality’s procedure by-law;
 - ❖ supports the opinion noted above with clear reasons; and
 - ❖ makes any recommendations to resolve the Complaint, for future actions, or any other relevant recommendations.
 - Present the draft report to the council of the Municipality and receive feedback from that council (in the form of a resolution – not in the form of feedback from individual members of that council) regarding anything written in the draft report.
 - Finalize a final report, considering the input from the Municipality’s council as noted above.
 - Deliver the final report to the Municipality’s council, appearing before it if necessary or requested. [It will be the Municipality’s obligation to make reports available to the public as provided in Subsection 239(10) of the *Municipal Act, 2001*.]
 - Recommend to the Municipality’s council that a copy of the final report be sent to the complainant.

SCHEDULE “B”
Relevant Legislation Excerpts

Part One: Excerpts from the *Municipal Act, 2001*

223.13 (6) – Ombudsman – The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.

223.14 (1) – Investigation – Every investigation by the Ombudsman shall be conducted in private.

223.14 (2) – Opportunity to make representations – The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

223.14 (3) – Application of *Ombudsman Act* – Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part.

223.14 (4) – Same – For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively.

223.15 (1) – Duty of confidentiality – Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

223.15 (2) – Disclosure – The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

223.15 (3) – Section prevails – This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

223.16 – No review, etc. – No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

223.17 (1) – Testimony – The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

223.17 (2) – Same – Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

223.18 – Effect on other rights, etc. – The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

Part Two: Excerpts from the *Ombudsman Act*:

18(1) - Proceedings of Ombudsman - Before investigating any matter, the Ombudsman shall inform the head of the governmental organization affected of his or her intention to make the investigation.

18(2) - Investigation to be in private - Every investigation by the Ombudsman under this Act shall be conducted in private.

18(3) - Where hearing necessary - The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but, if at any time during the course of an investigation, it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect any governmental organization or person, the Ombudsman shall give to that organization or person an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

18(4) - May consult minister - The Ombudsman may in his or her discretion, at any time during or after any investigation, consult any minister who is concerned in the matter of the investigation.

18(5) - Must consult minister - On the request of any minister in relation to any investigation, or in any case where any investigation relates to any recommendation made to a minister, the Ombudsman shall consult that minister after making the investigation and before forming a final opinion on any of the matters referred to in subsection 21(1) or (2).

18(6) - Breach of duty or misconduct - If, during or after an investigation, the Ombudsman is of opinion that there is evidence of a breach of duty or of misconduct on the part of any officer or employee of any governmental organization, the Ombudsman may refer the matter to the appropriate authority.

19. (1) – Evidence - The Ombudsman may from time to time require any officer, employee or member of any governmental organization who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman's opinion relate to any such matter and which may be in the possession or under the control of that person.

19(2) - Examination under oath -- The Ombudsman may summon before him or her and examine on oath,

- (a) any complainant;
- (b) any person who is an officer or employee or member of any governmental organization and who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1); or
- (c) any other person who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1),

and for that purpose may administer an oath.

19(3) - Secrecy - Subject to subsection (4), no person who is bound by the provisions of any Act, other than the *Public Service Act*, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure.

19(3.1) - Providing personal information despite privacy Acts - A person who is subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004* is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2).

19 (4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement.

19(5) - Privileges - Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court.

19(6) - Protection - Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person.

19(7) - Right to object to answer - A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the Canada Evidence Act.

19(8) - Prosecution - No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section.

19(9) - Fees - Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly.

...

21(1) - Procedure after investigation - This section applies in every case where, after making an investigation under this Act, the Ombudsman is of opinion that the decision, recommendation, act or omission which was the subject-matter of the investigation,

- (a) appears to have been contrary to law;
- (b) was unreasonable, unjust, oppressive, or improperly discriminatory, or was in accordance with a rule of law or a provision of any Act or a practice that is or may be unreasonable, unjust, oppressive, or improperly discriminatory;
- (c) was based wholly or partly on a mistake of law or fact; or
- (d) was wrong.

21(2) - Idem - This section also applies in any case where the Ombudsman is of opinion that in the making of the decision or recommendation, or in the doing or omission of the act, a discretionary power has been exercised for an improper purpose or on irrelevant grounds or on the taking into account of irrelevant considerations, or that, in the case of a decision made in the exercise of any discretionary power, reasons should have been given for the decision.

To: Administration & Finance Executive Committee
From: Tyler Moffitt, Fire Chief/CEMC
Date: March 12, 2021
Subject: New Quint Aerial Ladder Truck

On February 1, 2021, the Mayor and Council gave approval to develop an RFP for a new quint aerial ladder truck. The intent was to acquire a true cost of replacing our aging 1988 aerial ladder truck.

Since acquiring approval for an RFP, Travis Rob has made me aware that the Town of Fort Frances is a member of the LAS Group Purchasing program (Sourcewell).

Therefore, I reached out on February 10th to three major Canadian fire apparatus suppliers under the LAS Group Purchasing program (Sourcewell) and provided them a specification document for a quote (cost) to purchase a new quint aerial ladder truck (minimum 75-foot aerial ladder), which is the length of our current 1988 aerial ladder truck. The tip load of the aerial ladder needed to be at a minimum of **750 lbs.** and include a **2.5:1 safety factor**.

Over a month has passed by and two fire apparatus suppliers responded back; they have met the specifications. A third supplier did not meet the 2.5:1 safety factor specification on the ladder; to date ... this third supplier has also failed to provide a quote.

As well, I reached out to the largest Canadian manufacturer of fire apparatus. They are a distributor of a specific brand of aerial ladders and are not a member of the LAS Group Purchasing program (Sourcewell). They have indicated that a 75-foot aerial ladder truck would cost over **1.3 million dollars ... not including tax**.

The prices are shown below.

Firm (Supplier)	Quint Aerial Ladder Price	Total Price with HST	TOFF Cost
Keewatin Truck Service 78' Aluminum Ladder	1,140,772.34	1,289,073.00	1,152,381.00
Commercial Truck Equipment 75' Steel Ladder	1,178,544.00	1,331,755.00	1,190,537.00
Commercial Truck Equipment 75' Aluminum Ladder	1,193,544.00	1,348,705.00	1,205,690.00

The lowest price was Keewatin Truck Service (E-ONE Fire Trucks); their bid was \$1,140,772.34. As well, Keewatin Fire Truck Service, which is based in Winnipeg has a long history of delivering exceptional service. In fact, the majority of all aerial ladder trucks in the City of Winnipeg are E-ONE.

Meanwhile, prices will be increasing 3% effective in April. That equates to \$30,000 on \$1,000,000. As well, **the 30-day guarantee pricing** from the two suppliers is coming to an end.

In closing, I recommend proceeding with ordering a quint aerial ladder truck from Keewatin Truck Service (E-ONE Fire Trucks). **Note:** Payment would not be due until delivery in 2022 ... at which time our aerial ladder truck will be 34-years. (The Town of Fort Frances has the oldest operational aerial ladder truck in Canada).

Recommendation

That the Administration & Finance Executive Committee recommends that Council approve the report as presented and authorize the Fire Chief/CEMC to proceed with ordering a Quint Aerial Ladder Truck from Keewatin Truck Service.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire Rescue Service