

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - September 8, 2015 10:30 AM

MEETING - Civic Centre Committee Room

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TOWN OF FORT FRANCES

MINUTES

SESSION NO. #0014

August 4, 2015

This meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on August 4, 2015 from 11:00a.m. to 11:24a.m.

PRESENT: Ken Perry - Chairman, John Albanese - Councillor, June Caul - Councillor, Jason Kabel - Manager of Community Services

1 CALL TO ORDER (Session #0014)

- 1.1 K. Perry called the meeting to order at 10:55. J. Kabel recorded the minutes of the meeting.

2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- 2.1 NIL

3 APPROVAL OF PREVIOUS COMMITTEE MINUTES

- 3.1 Community Services Executive Committee Meeting - July 6, 2015 - **approved as presented.**

4 ITEMS REFERRED FROM COUNCIL

- 4.1 Watten Volunteer Fire Department Request - The input provided to the Administration & Finance Executive Committee by the Community Services Executive Committee was to make a donation of \$300 to the Watten Volunteer Fire Department for their event at Sunny Cove as has been done for the past two years.
- 4.2 Fort Frances Aquanaut Swim Team - Season Sponsorship - The Community Services Executive Committee recommended to Mayor and Council to continue as an advertising sponsor with the Fort Frances Aquanaut Swim Team and authorize \$100 for a new banner to be hung in the Memorial Sports Centre swimming pool viewing area.
- 4.3 Heart of the Continent Partnership Request - The input provided to the Administration & Finance Executive Committee by the Community Services Executive Committee was to not waive any outstanding fees for the Heart of the Continent stay at Sunny Cove.
- 4.4 Bethel Baptist Church Request - The Committee agreed that the Bethel Baptist Church rental at the Townshend Theatre would not be subject to the seat surcharge of \$1.50 because they are not charging an admission fee for the event. Input was provided to Administration & Finance as such.

5 NEW BUSINESS

- 5.1 NIL

6 IN-CAMERA

- 6.1 NIL

7 NON-AGENDA ITEMS

- 7.1 Photocopier Proposals - The Community Services Executive Committee reviewed the details provided and gave direction to the Division to move forward with the proposal provided by Lowerys based on service level and price, so long as current functionality would not be sacrificed. A forthcoming recommendation would then be forwarded for the Council agenda.

8 INFORMATION

9 ADJOURN / NEXT MEETING DATE

- 9.1 Next Meeting - September 8, 2015 @ 10:30 a.m.

K. Perry, Executive Committee Chair

J. Kabel, Manager of Community Services




Laurie Witherspoon/Frances

08/17/2015 08:10 AM


To Dawn Galusha/Frances@Frances

cc Jason Kabel/Frances@Frances, Shawna
McRitchie/Frances@Frances

bcc

Subject Re: Fw: Provincial child care wage enhancement agreement 

History:

 This message has been replied to.

Hi Dawn,

Council approved staff to make application for the wage enhancement but had not yet made a decision as to the payout of the funding and/or resources teachers. The matter should go back to the Executive Committees (Community Services with input from Administration & Finance).

Laurie A. Witherspoon, CMO
Treasurer, Town of Fort Frances
320 Portage Ave., Fort Frances, ON P9A 3P9
Telephone: (807) 274-5323 Ext. 248
Fax: (807) 274-8479

Dawn Galusha/Frances



Dawn Galusha/Frances

08/14/2015 02:35 PM

To Laurie Witherspoon/Frances@Frances

cc

Subject Fw: Provincial child care wage enhancement agreement

FYI re: Wage Enhancement Grant. We will have to figure out how much each current employee is entitled and how to show it appropriately on the paystubs. I think this can wait until Dawn L. is back from holidays as we are not receiving payment until October.

Dawn Galusha, CPA, CGA
Deputy Treasurer
Town of Fort Frances
807-274-5323 ext 247

----- Forwarded by Dawn Galusha/Frances on 14/08/2015 02:33 PM -----



"Tanis Fretter"

<tfretter@rrdssab.on.ca>

14/08/2015 02:23 PM

To "Shawna McRitchie" <smcrichtie@fort-frances.com>

cc "Dawn Galusha" <dgalusha@fort-frances.com>, "Jason Kabel "
<jkabel@fort-frances.com>, "Wendy Tilbury"
<wendyt@rrdssab.on.ca>, <tfretter@rrdssab.on.ca>

Subject Provincial child care wage enhancement agreement



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

August 14, 2015

Shawna McRitchie
Superintendent
Fort Frances Children's Complex
1150 Portage Avenue North
Fort Frances, ON P9A 2B1

Dear Shawna McRitchie,

RE: 2015 Provincial Child Care Wage Enhancement Agreement

The Rainy River District Social Services Administration Board (RRDSSAB) is pleased to provide one-time funding for the 2015 provincial child care wage enhancement for eligible staff at the Fort Frances Children's Complex. This one-time funding allocation of:

- \$12,177.73 – Main Site
- \$2,720.29 – JW Walker
- \$2,774.31 – Robert Moore
- \$2,721.55 – St. Michaels

is based on the information submitted in your Application for Provincial Wage Enhancement Funding – Child Care Centres & Home Visitors (2015).

This funding will provide your centre with the resources to grant eligible program staff a wage enhancement of up to \$1 per hour plus up to 17.5 percent benefits based on hours worked in 2014.

If the Town of Fort Frances is in agreement with the terms as set out in this letter, please return **two signed paper copies or one signed scanned copy** of this letter to my attention at the Rainy River DSSAB by **September 11, 2015**.

TERMS OF THE AGREEMENT

1) Purpose

On January 19, 2015 the Premier announced that the Ministry of Education has committed \$269 million over three years to support a wage enhancement in the licensed child care sector. The wage enhancement initiative is intended to be an ongoing investment.

The wage enhancement objectives are:

- To help close the wage gap between RECEs working in the publicly funded education system and those in the licensed child care sector;
- To help stabilize child care operators by supporting their ability to retain RECEs and non-RECE program staff; and
- To support greater employment and income security.

The ministry has established an hourly wage maximum of \$26.27/hour (as of January 1, 2015) for centre-based staff.

2) Eligibility

RECEs and other child care program staff are eligible for the 2015 wage enhancement if they are employed in a licensed child care position that:

- Existed in a licensed child care centre between January 1, 2014 and October 31, 2014;
- Had a wage of less than \$26.27 per hour as of October 31, 2014; and
- Is categorized as a child care supervisor, RECE, or can be otherwise counted toward adult to child ratios under the *Day Nurseries Act* (DNA).

If an eligible position has an associated wage rate between \$25.28 and \$26.27 per hour as of October 31, 2014, it is eligible for a partial wage enhancement. The partial wage enhancement will increase the wage of the qualifying position to \$26.27 per hour without exceeding the cap.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the DNA are also eligible for wage enhancement.

Ineligible Positions (Non-Program Staff)

- Cook, custodial and other non-program staff positions are not eligible for wage enhancement funding.
- SNR-funded resource teachers/consultants and supplemental staff are not eligible for wage enhancement funding.
- The only exception to this provision is if at least 25% of the non-program staff position is used to support ratio requirements; in which case the staff would be eligible for a partial wage enhancement.

3) Payments to Staff

The Operator is required to pay the wage enhancement to qualifying staff during 2015 retroactive to January 1, 2015. Discretion is allowed for wage enhancement payments to staff in 2015. The Operator can provide wage enhancement payments to staff as follows:

- Through staff's regular paycheques; or
- Through lump sum payments in the funding year ending December 31, 2015.

With either of the above payment options the child care operator is required to clearly label the funding provided for wage enhancement on staff pay cheques as "Provincial child care wage enhancement". A separate code may also be used on the pay cheques (if text is not feasible) as long as clear communication has been provided to staff defining the code as "Provincial child care wage enhancement".

If a separate line or code on pay cheques is not feasible due to payroll restrictions, the Operator may provide the funding to staff through a separate payment. These payments must be clearly tied to the number of hours worked.

The 17.5% maximum in mandatory benefits is used for employer costs for the statutory contributions. This includes 4.00% in vacation pay and 3.59% in public holiday pay that will be provided to employees.

More Working Hours

If a centre has more working hours than in the previous year, the Operator will run out of wage enhancement funding prior to the end of 2015. The Operator is not required to absorb the additional cost to continue funding the enhancement until the end of 2015. The Operator can stop paying wage enhancement once the allocation for the centre has been depleted. There is no obligation for the Operator to pay the balance.

The Operator may choose to address wage enhancement for staff positions that are ineligible for the provincial child care wage enhancement or top up shortfalls in provincial wage enhancement for eligible positions through other funding sources.

Fewer Working Hours

If a position has fewer working hours than in the previous year (or as determined by the wage enhancement application) the Operator will only distribute wage enhancement for the actual hours worked in 2015. All surplus funds are to be returned to the RRDSSAB in the reconciliation process at year-end.

4) Use of Wage Enhancement

The Operator is required to provide 100% of wage enhancement funds to eligible staff. Wage enhancement funding must be paid to child care staff in addition to their standard wage rate as of January 1, 2015. Wage enhancement funding may be used to fund overtime hours worked in 2015 but not exceeding \$1.00 per hour. In addition, it may only be provided to staff whose positions were approved as part of the 2015 wage enhancement application process.

The funding cannot be:

- spent on any other child care program expenses;
- used to offset or replace a wage increase;
- used to replace other funding that the operator receives from the RRDSSAB (i.e. general operating funding).

The Operator is not permitted to substitute payments previously provided to staff with wage enhancement funding. Wage enhancement funding must be provided in addition to any pay equity payments agreed to under the pay equity memorandum of settlement. Wage enhancement funding that is not used for its intended purpose will be recovered by the RRDSSAB.

5) Payment Schedule

Wage enhancement funding retroactive to January 1, 2015 will be included with the Operator's October electronic funds transfer (EFT). The remaining funds will be provided as equal installments in the monthly EFTs through to the end of 2015.

6) Reporting Requirements

The Operator is required to provide the RRDSSAB with the following information using forms to be supplied by the RRDSSAB:

- A statement which attests that 100% of wage enhancement funding was provided directly to eligible child care staff with up to \$1.00 per hour provided for wage plus up to 17.5 percent provided for benefits.
- Service and financial data required by the Ministry including:
 - Number of RECE FTEs receiving a full wage enhancement;

- Number of Supervisor FTEs receiving a full wage enhancement;
- Number of other program FTEs receiving a full wage enhancement;
- Number of RECE FTEs receiving a partial wage enhancement;
- Number of Supervisor FTEs receiving a partial wage enhancement;
- Number of other program FTEs receiving a partial wage enhancement.

Rather than subtracting sick hours and adding in supply hours the Operator may have chosen to include the total hours worked for a position on its application and then pay whichever staff worked the hours in 2015. Where the Operator has chosen to combine staff positions on its wage enhancement application the Operator must ensure that records are kept on file for actual hours worked for each position from January 1, 2014 to October 31, 2014 and be prepared to present these upon request to the RRDSSAB.

7) Reconciliation

Reconciliation of wage enhancement funding will be completed on the total number of FTEs funded by the Operator. In instances where the wage enhancement allocation for a position exceeds the actual hours worked in 2015 the RRDSSAB will recover unused funds from the Operator.

To support the reconciliation of wage enhancement funding the Operator agrees to:

- Participate in a wage enhancement compliance audit to confirm adherence with this Agreement. Operators selected for a wage enhancement audit will be notified in advance and provided with further information to prepare for the audit.
- Retain records pertinent to the information provided in the wage enhancement application.
- Permit RRDSSAB staff to enter, at reasonable times, any premises used by the Operator in connection with the provision of wage enhancement and retention of records to inspect all records relating to the delivery of wage enhancement.
- Provide quarterly year-to-date reports that include actual and projected wage enhancement expenditures, revenue and all other service data information – “Schedule 3”.
- Include a separate line within its audited financial statements for each wage enhancement revenue and wage enhancement operating expenses.

In the event that the RRDSSAB determines that the Operator has failed to meet the funding conditions outlined in their agreement for the provision of wage enhancement funding, the RRDSSAB will recover all misused funds. Additionally, non-compliant operators may be deemed ineligible to receive future wage enhancement funding.

Thank you for your continued commitment to your staff, and the children and families in your community. If you have any questions regarding this letter please contact me at tfretter@rrdssab.on.ca or (807) 274-5349 ext. 241.

Sincerely,

Tanis Fretter
Integrated Services Manager

cc: Dawn Galusha, Deputy Treasurer, Town of Fort Frances
Jason Kabel, Manager of Community Services, Town of Fort Frances
Wendy Tilbury, Finance Supervisor, Rainy River DSSAB

I, _____ have the authority to bind the **Town of Fort Frances** and accept the terms contained in this letter.

Signature

Date

I, _____ have the authority to bind the **Rainy River District Social Services Administration Board** and accept the terms contained in this letter.

Signature

Date

BRIEFING NOTE

TO: Mayor Avis & Council
FROM: Jason Kabel, Manager of Community Services
DATE: Friday, September 4, 2015
RE: Canada Day Committee

The 2015 Canada Day Committee was comprised of the following members (regular attendees):

Jennifer Greenhalgh, chair
Dave Coats, fireworks
Travis Glowasky
Ken Perry, Councilor
June Caul, Councilor
Geoff Gillon, RRFDC
Annely Armstrong
Jason Kabel, Community Services Division

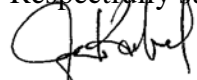
There were other meeting attendees periodically throughout the planning season.

The Community Services Division has been advised by Jennifer Greenhalgh and Travis Glowasky that they will not be continuing as members of the committee in 2015 and into 2016.

Recommendation

None at this time. This briefing note is for informational purposes only.

Respectfully submitted,



Jason Kabel

REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Manager of Community Services

DATE: Friday, September 4, 2015

RE: Multi-use Courts Trillium Application

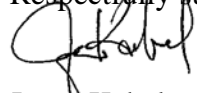
At the end of July 2015 the Fort Frances Multi-use Court Committee had approached the Community Services Division with a request to make an application to the Ontario Trillium Foundation for financial support for the proposed courts to be situated at St. Francis Sports Fields with the Town of Fort Frances as the registered applicant.

In the Spring of 2015, the Trillium Foundation initiated a complete reworking of their funding program and required any and all previous applicants to register as an eligible organization to submit applications. The Community Services Division undertook the registration process so that any Town of Fort Frances division with an initiative would be in a position to submit an application to Trillium based on current funding priorities. The organization registration deadline was August 19, 2015 with a very close application deadline of September 2, 2015. Administration received confirmation on September 1, 2015 that the Town of Fort Frances was indeed an eligible organization to submit an application. The Community Services Division proceeded with an application to the Trillium Foundation before the September 2, 2015 (5:00pm EST) deadline on behalf of the Fort Frances Multi-use Court Committee in the amount of \$150,000 (maximum amount) in the capital stream of funding. There is no requirement of funding attached to the application, municipal or otherwise, if it is successful.

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to endorse the application to the Ontario Trillium Foundation on behalf of the Multi-use Courts Committee in the amount of \$150,000 as attached.

Respectfully submitted,



Jason Kabel

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig
Status:	Submitted		

Details

Organization Ref. No:	478399
Language:	English
Application ID:	CP91944
Deadline:	2-September-2015

General Information

For this project, please provide the key contact's information.

Project Contact Name

Jason Kabel

Project Contact Phone Number

807-274-4561 x-11

Project Contact Email

jkabel@fort-frances.com

Provide a very brief description of your project.

Brief Description

To construct 4 new multi-use outdoor courts in Fort Frances to serve local schools and citizens with tennis, pickleball, basketball, outdoor yoga, seniors tai chi, and physical education class activities to be located at the existing St. Francis Sports Fields, adjacent to the our only local high school and two elementary schools.

Is your organization applying for more than one grant in this round?

No

Is this a collaborative initiative?

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig

No

Will the project activities take place in Ontario?

Yes

Where will the primary impact of this project be?

Northwestern

How much money are you requesting from OTF?

\$150,000.00

Requested Term (Months)

4

Please select the population that is the primary focus of your grant.

General Populations

Please select the community size that is the primary focus of your grant.

Rural or Small Communities (20,000 or less)

Please select the age group primarily served by the grant

General population (all age groups)

Stream Information

Capital Application

Funding for capital grants is for specific purposes. This funding request is primarily for

New construction

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig

Strategic Alignment

Select the action area that most aligns with your project.

Active People

Click on the button below to choose a grant result that broadly relates to your proposed initiative.

Priority Outcomes:	Higher quality programming and infrastructure to support physical activity	Grant Result:	Infrastructure for unstructured and structured physical activities
--------------------	--	---------------	--

What is the idea, challenge or opportunity that your organization will explore in this project?

We are seeking to get more people, children to seniors, active in our community through the construction of 4 outdoor multi-use sports activity courts. Our community lost our only outdoor tennis/basketball/pickleball courts in 2010 to the construction of our new library and subsequently lost the valuable recreational activity for citizens and school curriculum component.

What is the need or opportunity in the community that this project will address? How pressing is the need or opportunity? How will you address that need or opportunity through the initiative?

With the construction of the 4 outdoor multi-use sports activity courts we will have a recreational space targeted at a wide range of participants through tennis, pickleball, basketball, outdoor yoga, and seniors tai chi. Carefully situated at the St. Francis Sports Fields adjacent to our local high school and 2 elementary schools it will serve the vast majority of young people in our community through physical education classes of various activities and convenient for the entire community to access.

Number of projects completed in the new space categories:	1
Number of projects completed in the renovation categories:	0
Amount of new space / from construction:	28800
Amount of renovated space:	0

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig

People

Describe the core team members leading and/or supporting the project and their backgrounds, as related to the initiative.

Rick Wiedenhoef, Chair Multi-use Court Committee - as former Town Councillor Rick is leading the group as chair of the 12 person committee
 Bob Tkachuk, Vice chair - locally known sports celebrity serving as fitness enthusiast.
 Jason Kabel, Committee Secretary - Manager of Community Services Division - Town of Fort Frances serves as conduit to Mayor & Council and physical education advisor.
 Mike Canfield, Committee Treasurer - CPA BDO Canada - also serves as financial advisor.
 Sara Faragher - HS Teacher

We have 8 other talented & experienced professionals on the committee to guide and direct the worthwhile endeavor.

Infrastructure

Upload pictures or diagrams

Multi-use_Courts.pdf

Original drawing of property that had a plan for courts.

Upload pictures or diagrams

Aerial_Google_Map_of_Multi-use_location.pdf

Google map view of site location.

Upload pictures or diagrams

Upload pictures or diagrams

Upload pictures or diagrams

Approach

Provide a brief description of the activities that you will perform to complete this project.

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig

1. Fundraising - We have already raised \$132,000 of our \$340,000 project goal.

Existing funds raised:

\$112,00 Town of Fort Frances Capital Commitment

\$13,000 From committee members personally

\$7,000 Business drive underway

2. Build our much needed outdoor courts!

Anticipated start date

2016-05-02

Anticipated end date

2016-09-30

Are there other organizations that are essential for the success of this project?

Yes

Please provide the names of these essential organizations.

Rainy River District School Board

Northwest Catholic District School Board

Please describe these partners' contributions to the project.

We have letters of support for the project from both organizations and are awaiting September meetings to determine the level of financial support available. Preliminary meetings with both organizations were very positive for sizable financial contributions similar to that of the Town of Fort Frances Council.

Status of the partnership for this project

In Negotiations

How many full time equivalent (FTE) positions will be funded through this grant?

0.0

How many volunteers are anticipated for this project?

13.0

Grant Application: Town of Fort Frances (CP91944)

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Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig

Project Budget

When a Grantee acquires goods and/or services (including equipment, construction, consulting services non-consulting services) with Grant funds a process that promotes the best value for money must be used. Competitive bids of 2 or more written quotes are required when purchasing such goods and/or services valued above \$10,000. Multiple sub-contracts with the same organization/supplier on the same project will be considered as a cumulative total, therefore if the total of these goods and/or services exceeds \$10,000 competitive bids or 2 or more written quotes are required.

Special cases when this may not be applicable include when an organization/supplier:

1. Offers a specialized service/product applicable to a project;
2. Has specific local availability

Budget

Direct Personnel Costs		
OTF Budget Request	Requested Amount	Notes
Construction/Renovation	\$110,000.00	Foundation preparation & construction
Equipment	\$40,000.00	Poles & nets to facilitate various activities
Property Purchase	\$0.00	There is a joint use agreement in place between the Town of Fort Frances, Northwest Catholic District School Board, and Rainy River District School Board for the property use for the project.
Developmental Costs	\$0.00	
Total Project Costs	\$150,000.00	

What is the total project cost?

\$340,000.00

Please indicate the amount of funding from sources other than OTF that you have secured for this endeavor.

\$132,000.00

Grant Application: Town of Fort Frances (CP91944)

Created On: 2016-05-02

Application Contact: **Mark McCaig**

Application Email: **mmccaig@fort-frances.com**

Application Details

Stream:	Capital	Start Date:	2016-05-02
Organization:	Town of Fort Frances	End Date:	2016-09-30
		Applicant/Grantee:	Mark McCaig
Describe other sources of secured funding and the nature of the items funded.			

\$112,000 - Town of Fort Frances Mayor & Council capital commitment
 \$13,000 - Committee members personal contribution
 \$7,000 - start of other fundraising drive proceeds (June 2015 to August 2015)

If there are funds required beyond the OTF requested amount that you have not yet secured, what is your plan to secure the additional funds?

- Awaiting the Rainy River District School Board & Northwest Catholic School Board meeting in September for their level of financial commitment. Preliminary meetings were very promising.
- ongoing fundraising

Project Description

Project Description

Our municipality would like to deliver improved infrastructure and is seeking \$150,000.00 to Get Fort Frances Active through Multi-use outdoor sports courts. The project will advance the Action Area of Active People specifically in the Grant Result area of Infrastructure for unstructured and structured physical activities in order to have an impact on the life of 6800 people in the community.

Acknowledgements

The information contained in this application and the accompanying documents is true, accurate and complete.

I understand that should this application be approved, our organization will be required to enter into a formal, legally-binding agreement with the Ontario Trillium Foundation that will outline the terms and conditions of the grant.

I understand that OTF will not reimburse any expenses incurred prior to the date of OTF Board approval for the grant.

Our organizational representative with designated signing authority/decision making authority in our organization has authorized this application.

Documents

REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Manager of Community Services

DATE: Friday, September 4, 2015

RE: Photocopier Agreement – Memorial Sports Centre and Fort Frances Children’s Complex

At the regular meeting of Council on Monday, August 10, 2015 a resolution was passed to select Lowerys Office Technologies as the photocopier vendor for the copiers at Memorial Sports Centre and the Fort Frances Children’s Complex. The table below is a summary of the network copier installed at both locations:

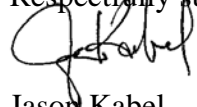
	Lowerys Office Technologies Division
Proposed Solution	Konica Minolta Bizhub C364e Digital
Discounted Purchase Price	\$6,595.00
Monthly Lease Amt.	\$130
Meter Rate – Black	\$.0075 (.75 cents)
Meter Rate – Colour	\$.065 (6.5 cents)
Labour, parts, and toner included	yes
25,000 black copies	\$187.50
5,000 colour copies	\$325.00
Est. Annual Cost	\$2,072.50
Copies per min.	36 B&W/ 36 Colour
Paper Trays	2x500, 1x2500, bypass 150
Print Resolution	1200x1200 dpi
F/T service techs	1.5

Attached is the agreement based on the monthly lease amount of \$130. Quarterly bank withdrawals of \$780 + tax, represents \$130/month for both the MSC & Daycare copiers (\$130 x 3months x 2copiers = \$780 + tax).

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to authorize signing of the agreement, quarterly bank withdrawals, and payment of the initial invoice as attached.

Respectfully submitted,



Jason Kabel



Office Equipment

Service Agreement - Colour Copier

540 Central Ave.

Thunder Bay, ON P7B 6B4

T 807.344.6666

F 807.345.4446

inquiries@lowerys.com

www.lowerys.com

What should we accomplish today

This agreement is between

Customer Corporation of The Town of Fort Frances

and Lowerys.

The customer agrees to purchase and Lowerys agrees to provide the full service maintenance for the equipment identified below in accordance with the charges, terms and conditions on this page and on the reverse hereof.

☐ Silver Service

☐ Gold Service

☐ Platinum Service

Model	Description	Charge (Base)	Copies Allowed	Per Copy Overage Rate
Konica Minolta	C364e Copier			\$0.0075 - B/W
	serial # A5C1011026403			\$0.065 - F/C
	serial # A5C1011026411			

Commencement Date

Month

September

Day

1

Year

2015

Open Copier Reading (Total)

Colour

Black

Company Name

Corporation of the Township of Fort Frances

Contact Name

Jason Kabel

Address

320 Portage Avenue

City

Fort Frances

Province

Ontario

Postal Code

P9A 3M5

Phone

807-274-5323

Fax

807-274-8479

Email

Machine Location

SportsPlex - Serial # A5C1011026411 ; Children's Complex - Serial # A5C1011026403

This agreement includes operator training, replacement parts and drums (unless damaged by customer negligence), toner and developer, and service and labour during normal hours namely from 8:30am to 5:00pm Monday to Friday, except holidays.

This agreement does not include paper, service and labour outside normal working hours, staples (if applicable), applicable taxes, network changes extra.

Customer Signature

Date

Lowerys Dealer Signature

Date

Terms and Conditions

- 1 This Agreement constitutes the entire agreement between Lowerys and the Customer with respect to the provision of the services shown on the face side here (the "Services") with respect to the equipment listed on the face side hereof (the "Equipment") and the Customer acknowledges that no other written or oral agreements or representations have been made in any way by or on behalf of Lowerys in connection herewith. No modifications or additions to this Agreement shall be binding upon Lowerys unless expressly agreed to in writing by a duly authorized official of Lowerys. Nothing in this Agreement shall be binding upon Lowerys unless and until this Agreement is executed on behalf of Lowerys by its duly authorized manager.
- 2 This agreement shall continue unless cancelled by either party giving not less than thirty (30) days prior written notice of cancellation to the other party. Lowerys may change prices and or amend the terms and conditions of this agreement at any time upon thirty (30) days prior written notice to the customer of such variation or amendment. An Invoice incorporating new pricing shall be considered adequate notice.
- 3 Notwithstanding anything else contained in this Agreement, Lowerys may terminate this Agreement without notice if the Customer refuses to authorize or to pay for any repair or corrective work deemed by the Lowerys service representative to be necessary due to damage caused by Customer negligence to maintain the Equipment in good condition, or if paper or any other materials or consumables other than those conforming to the specifications of Lowerys are used with the Equipment, or if the Equipment is otherwise abused in the opinion of the Lowerys service representative. The Lowerys service representative shall be the sole judge of the maintenance and service requirements of the Equipment and as to the means and methods to be utilized in carrying out any such maintenance and service.
- 4 The Customer represents and warrants to Lowerys that the equipment is in good condition on the date of execution of this Agreement. If, in the opinion of the Lowerys service representative this is not the case, Lowerys shall supply such work, parts and materials at the regular rates of Lowerys therefore in effect from time to time forthwith upon receipt of Lowerys's invoice. The Customer hereby agrees to permit the Lowerys service representative to inspect the Equipment at any time and from time to time during the term of this Agreement during normal business hours.
- 5 The services to be provided by Lowerys under this Agreement shall include the provision of all replacement parts considered by the Lowerys service representative to be necessary to keep the Equipment in good mechanical condition and all labour, necessary replacement parts, adjustments, cleanings, and lubricating at regular intervals required for such purpose in accordance with Lowerys's repair and maintenance schedules for the equipment. Additional special service calls will be made as required by the Customer and will be free of charge when found by the Lowerys service representative to be necessary to keep the Equipment in good mechanical condition. Each such special service call shall replace the next succeeding regular maintenance call if it occurs within 21 days before the approximate date of such next succeeding regular service call.
- 6 This Agreement does not include or apply to repair or replacement of operating supplies or normal day to day maintenance performed by the key operator or charges for labour or parts required because of the use of consumables or paper not conforming to Lowerys specifications. A service charge at Lowerys's regular rates in effect from time to time shall be billed to the Customer if any service call is required for the purpose of installing any such items. However, installation of operating supplies will be performed without charge if the Lowerys service representative is required to be present for other reasons.
- 7 All charges for labour and parts and all other expenses made necessary to repair damages caused by accident, neglect or misuse, fire or water, or acts of God are not included in and shall not be provided under this Agreement. Where any such service is required an estimate of charges will be submitted for approval of the Customer before any repair work is started.
- 8 All parts and supplies provided by Lowerys under this contract are property of Lowerys. If a contract is not renewed, Customer is responsible for returning all unused supplies to a designated Lowerys location. If supplies are not returned within 30 days of non renewal of contract, Lowerys will invoice Customer for full retail value of supplies. All parts are furnished on an exchange basis; replaced parts become the property of Lowerys. Parts and supplies are provided under this contract according to the number of copies specified in the contract based on manufacturers suggested yields. Supplies required in excess of manufactures suggested yield must be paid for by the Customer separately.
- 9 This Agreement does not cover or apply to service necessitated by the malfunction of parts or attachments not made or supplied by Lowerys or conforming to Lowerys specifications; software support or network support is also not covered under this Agreement. (i.e. Driver issues/printing issues)
- 10 All service provided under this Agreement will normally be performed on the Customer's premises during the regular business hours of Lowerys. Emergency service requested at other times may be rendered by Lowerys in its discretion and shall be billed to the Customer at Lowerys's standard overtime rates in effect from time to time.
- 11 Whenever in the opinion of the Lowerys service representative it is necessary to bring the Equipment into Lowerys's repair shop, Lowerys will provide a substitute machine for temporary use by the Customer without charge. However, if the Customer's premises are located more than thirty-five (35) miles from such Lowerys repair shop, the Customer shall pay to Lowerys the cost of transportation of such substitute machine to and from Customer's premises.
- 12 When in the opinion of the Lowerys service representative a shop reconditioning or major repair is necessary because normal repair and parts replacement cannot keep the machine in good operating condition, Lowerys shall submit a cost estimate for such work to the Customer for approval and the cost of any such work, if authorized by the Customer shall be in addition to the charges under this Agreement.
- 13 The responsibility of Lowerys under this Agreement is limited to keeping the Equipment in good order and Lowerys shall not be responsible or liable in any way for any consequential, incidental or exemplary damages whether direct, indirect, and foreseeable or otherwise arising in any way from or out of this Agreement or the provision of services to the Customer hereunder.
- 14 Neither the benefits nor the obligations under this Agreement on the part of the Customer are assignable by it, directly or indirectly, without the prior written consent of Lowerys which consent may be withheld for any reason. Save as aforesaid, this Agreement shall apply to inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 15 Any notices required or permitted to be given hereunder may be effectively given by letter addressed to the other party stated on the face side of hereof and mailed by registered mail, postage prepaid or delivered to such address. If mailed as aforesaid, any such notice shall be deemed to have been given on the second business day following the day upon which such notice is posted. Either party to this Agreement may change its address for service hereunder from time to time by notice given in accordance with the foregoing.
- 16 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and Lowerys and the Customer hereby expressly attorn to the jurisdiction of the courts of the said Province of Ontario.
- 17 Within the first 3 years, of installation, Lowerys will strive to maintain a minimum production time of 90% on the equipment. Should it be found that Lowerys has failed in this endeavor; after a thorough investigation of the service history logs and other options have been exhausted, Lowerys will replace the equipment, "Like for Like" within 45 days of the customer's written request.

The parties to these present acknowledge that they have required that this Service Agreement be drafted in the English language.



1525 Buffalo Place
Winnipeg, MB R3T 1L9
Tel: (888) 599-1966 Fax: (800) 882-0560

LEASE CONTRACT

Lessee CORPORATION OF THE TOWN OF FORT FRANCES		Address 320 PORTAGE AVENUE, FORT FRANCES, ON P9A 3M5			
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary) 2 KONICA MINOLTA C364E COPIERS		Contact	Telephone No 807-274-5323		
		Facsimile No 807-274-8479	Email Address		
		Location Of Equipment (If Different Than Above)			
Term (No. Of Months) 60	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Semi Annual	Total No. Of Rent Payments 20	Periodic Rent Amount 780.00 plus applicable taxes	Purchase Option Date The End Of The Term's 60 Calendar Month.	Option Purchase Price \$ _____; or <input checked="" type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means NATIONAL LEASING GROUP INC.

- Rent and Term:** You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.
- Pre-Authorized Payment Plan:** You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnipay.ca.
- Sales Tax:** You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes applicable to the Equipment and this Lease.
- Non-Cancelable:** This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.
- No Warranties:** You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- Use:** You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the Equipment, at your cost, in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.
- Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.
- Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the

Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. Assignment: You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever ever is greater. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. Late Charges and Administration Fees: If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. Default: If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this Lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor client basis. Our remedies shall be cumulative and not alternative.

12. Miscellaneous: You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux présentes conviennent ce document soit rédigé en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

CORPORATION OF THE TOWN OF FORT FRANCES

Authorized Signing Officer

For office use only		Date Of Acceptance		Lease Commencement Date:		No. of Attachments		Lease No:	
Accepted By Lessor	By:								

Lease Contract

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Customer Invoice

Lessee: **CORPORATION OF THE TOWN OF FORT FRANCES**

320 PORTAGE AVENUE
FORT FRANCES, ON
P9A 3M5

Lease No: **2732762**

Description	Amount	PST/QST	GST/HST	Total
First Payment	\$780.00		\$101.40	\$881.40

Initial Payment: Due upon receipt

\$881.40

GST/HST No.	R103850269
QST No.	1008298501

I authorize the above amounts to be withdrawn from my account when due as stated above.

CORPORATION OF THE TOWN OF FORT FRANCES

x _____
Authorized Signing Officer