

TOWN OF FORT FRANCES

Administration and Finance Executive Committee

AGENDA - March 5, 2019 - NOON

MEETING - Committee Room, Civic Centre

Session # 6

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof**
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 5 dated February 19, 2019. 2 - 4
5. **In-Camera**
6. **Items Referred from Council**
 - 6.1 Clerk's verbal update - Town of Mono resolution - Inadequacy of the Municipal Election List. 5 - 7
7. **New Business**
 - 7.1 Municipal Accommodation Tax Software Upgrade or Purchase Grant. 8 - 18
 - 7.2 Agreement with Kenora Central Ambulance Communications Centre. 19 - 33
8. **Non-agenda Items**
9. **Adjourn / Next Meeting Date - March 19, 2019**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 5

February 19, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on February 19, 2019 from 2:34 p.m. to 3:15 p.m.

PRESENT: Chairperson W. Brunetta, A. Hallikas, and Mayor J. Caul

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, L. Slomke, Clerk, T. Moffit, Fire Chief/CEMC (2:34 p.m. to 2:54 p.m.), D. Crichton, Fort Frances Fire Services (2:34 p.m. to 2:54 p.m.), J. Forbes, Human Resources Manager, K. Lawson, Deputy Clerk

REGRETS: Councillor D. Judson

1. Call to Order 2:34 p.m.

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

3. Disclosure of pecuniary interest and the general nature thereof

- 3.1 Councillor Wendy Brunetta disclosed an interest in item 7.4 as the NOMA Executive Meeting per diem claim was hers. She did not participate in any discussion when the matter was discussed.

4. Approval of Previous Committee Minutes

- 4.1 Session No. 4 dated February 5, 2019.

Caul-Hallikas: Approved as presented.

CARRIED

5. In-Camera - no items identified

6. Items Referred from Council

- 6.1 RRFDC Annual Per Capita Request.
- committee recommended approval of the \$7.00 per capita request in the amount of \$55,685.00 be included in the 2019 General Operational Budget.

- 6.2 Code of Conduct - verbal update from L. Slomke, Clerk.
- the Clerk provided an update on a recent workshop attended by the Deputy Clerk and herself in Thunder Bay respecting the requirement for the Municipality to implement a Code of Conduct by March 1st, 2019. Along with this she discussed the requirement by the municipality to appoint an Integrity Commissioner. - Committee recommended that the Clerk bring forward a report to the next regular meeting of Council to implement a Municipal Code of Conduct with supporting Integrity Commissioner Inquiry Protocol and that Paul S. Heayn be appointed as the Town's Integrity Commissioner.

7. New Business

- 7.1 New Policy - Council Pregnancy and Parental Leave.
- committee recommended the approval and implementation of the Council Pregnancy and Parental Leave Policy.
- 7.2 Request for Reconsideration Minutes of Settlement (M.O.S.) re: 905 Frenette Avenue (2019).
- committee recommended processing the Minutes of Settlement for the property located at 905 Frenette Avenue as received.
- 7.3 357/358 Applications for Tax Adjustment re: 335 Scott Street (2018).
- committee recommended approving the adjustment of taxes under Section 357/358 of the Municipal Act for property located at 335 Scott Street resulting from a demolition of a building to allow the land to be used as a parking lot.
- 7.4 Councillor Wendy Brunetta - NOMA Executive Meeting.
- committee recommended approval of the per diem claim in the amount of \$240.00 as submitted by Councillor W. Brunetta for her attendance at the NOMA Executive Meeting held in Thunder Bay on February 5-6, 2019.
- 7.5 Tender 18-AF-15 - New Pumper Fire Truck and 11-2 Pumper Fire Truck.
- committee provided the Fire Chief direction to re-tender for a Triple Combination Custom Pumper Fire Truck with the proviso that trade in values be provided for both the 2008 Spartan Furion Triple Combination Pumper Fire Truck and the 1995 Volvo - Superior Triple Combination Pumper Fire Truck.

8. Non-agenda Items - none identified.

9. Information

- 9.1 Minister of Finance Correspondence - 2019 OMPF Funding.
- received as information.

- 9.2 Fire and Rescue Service - January 2019 Report.
- received as information.

10. Adjourn 3:15 p.m. / Next Meeting Date - March 5, 2019

Executive Committee Chairperson

D. Brown, CAO



January 22, 2019

Hon. Sylvia Jones
MPP, Dufferin-Caledon
244 Broadway Ave.
Orangeville, ON L9W 1K5

Sylvia,

During the recent municipal election, Mono staff once again experienced significant problems with the quality of the voters' list provided by MPAC. This has been an ongoing issue; for not just Mono, but most municipalities in Ontario. Concerns raised by the Town's Deputy Clerk, who oversaw the management of the voter's list for the 2018 municipal election, include confusion with Elections Ontario's voters' list; adult children either not being on the list, or on it when they had not lived at home in years; and renters and other non-property owners not on the list. You may have even heard of the case in Mono, which made it to at least two television networks, where a deceased dog was on our voters' list.

Like many municipalities, Mono used an alternate method of voting, in our case Internet and telephone voting. As a mostly rural community and without public transit, where travelling to voting locations can pose a hardship to a significant segment of the population, these alternate means of casting one's vote is seen as an important way to engage with the electorate. Internet and telephone voting have shown itself to be particularly useful to those that find it difficult to physically get to voting locations.

The benefits of these alternate methods; however, are seriously impaired when the voters' list is of such questionable quality as is the case with the product that Mono received from MPAC. And it is not just the issues that I have so far outline. Mailing addresses that mysteriously differ from our tax records without any plausible explanation is a perennial problem. Combined, the voters' list as presently maintained by MPAC is wholly insufficient to the task and not up to the quality that citizens demand from their governments. The impact of a poorly maintained voters' list will only get worse as more municipalities adopt alternate means of voting.

In an effort to find a better method of maintaining the municipal voters' list, Mono Council passed the following resolution at our January 8, 2019 session:

Resolution #12-1-2019

Moved by Manktelow, Seconded by Martin

BE IT RESOLVED THAT Council for the Town of Mono endorse and support the attached resolution of the Town of Kearney regarding Voters' List for Municipal Elections and supports the re-establishment of the multi-stakeholder working group between the parties outlined in the resolution to identify ways to create and maintain the Voters' List for Municipal Elections;

AND THAT a copy of this resolution be sent to AMCTO and MPP Sylvia Jones.

The Town of Mono looks forward to working with municipalities, AMCTO, MPAC and provincial representatives to find a workable solution to the problem of maintaining the municipal election voters' list.

Best Regards,

Original signed by:

Laura Ryan, Mayor

Laura Ryan
Mayor

cc: AMCTO
All Ontario Municipalities

Subject:

Council Resolution re Voters' List for Municipal Elections

Good afternoon,

In light of the recent municipal election, the Council of the Corporation of the Town of Kearney passed the following resolution in regard to the creation, maintenance and general quality of the Municipal Voters' List:

Resolution #

10.(d)(iii)/21/11/2018

WHEREAS concern over the quality of the Municipal Voters' List is not a new phenomenon;
AND WHEREAS in 2012, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) published a "Voters' List Position Paper" and since that time has been advocating for transformational changes to the way that Ontario creates and maintains the Voters' List for municipal elections;

AND WHEREAS the Preliminary List of Electors which forms the Voters' List in Ontario is supplied by data from the Municipal Property Assessment Corporation (MPAC);

AND WHEREAS despite the incremental changes made by MPAC, MPAC has a limited ability to fix the currency and accuracy issues that impairs the current process and the Voters' List continues to be flawed with data inaccuracies and outdated information;

AND WHEREAS a transformational solution to the way that the Voters' List is created and managed is required;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the re-establishment of the multi-stakeholder working group between the Ministry of

Municipal Affairs, Ministry of Finance, AMCTO, MPAC and Elections Ontario in exploring and identifying ways to create and maintain the Voters' List for Municipal Elections;

AND FURTHER Council requests an update be provided from this 'Voters' List Working Group' on the transformational solutions being discussed;

AND FURTHER that this resolution be circulated to all Ontario Municipalities for their consideration and support.

CARRIED

We hope that this resolution will be of interest to your Municipality, and that you will support this endeavour moving forward.

Sincerely,

Cindy Filmore

Senior Office Assistant
Town of Kearney
Ph# (705) 636-7752
Fax (705) 636-0527



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/21**

TO: Administration & Finance Executive Committee

FROM: Dawn Galusha, Deputy Treasurer

DATE: March 1, 2019

SUBJECT: Municipal Accommodation Tax Software Upgrade or Purchase Grant

BACKGROUND

Attached is a copy of the Municipal Accommodation Tax Establishment Software Upgrade or Purchase grant applications from the providers as listed below. The grant applications were due on January 31, 2019.

The following table outlines the grant applications:

<u>Name of Establishment</u>	<u>Description of Software</u>	<u>Cost (before tax)</u>	<u>Grant Amount</u>
The Bayview Motel Ltd.	Little Hotelier Software Subscription	\$2,268 USD for 12 months	\$2,000.00
Rainbow Motel	New Cash Register	\$549.98	\$ 549.98
La Place Rendez Vous	Software Upgrade and Training	\$522.00	\$ 522.00
Total			\$3,071.98

All of the above noted software upgrades and purchases would qualify for the grant as noted in the grant amount column.

Municipal Accommodation Tax

Establishment Software Upgrade or Purchase Grant Application



The Town of Fort Frances Council will provide a one-time grant to a hospitality establishment who must upgrade or purchase new software to charge or remit the Municipal Accommodation Tax. The Municipal Accommodation Tax Establishment Software Upgrade or Purchase Grant Application must be submitted to the Town of Fort Frances, 320 Portage Ave., Fort Frances, ON P9A 3P9 and must be received no later than 4:30 p.m. on January 31, 2019. The maximum grant for any one establishment is \$2,000.00.

Accommodation Establishment Information

Name of Establishment

THE BAYVIEW MOTEL LTD.

Business Number

777-470-280

Property Location

801 COLONIZATION RD. E FORT FRANCES

Contact Name

JAMIE PRYDE

E-mail Address

JAMIE@BAYVIEWMOTEL.CA

Contact Phone Number

(807) - 274-5347

Description of Software Upgrade or Purchase

LITTLE HOTELIER SOFTWARE @ 189.00 USD / MONTH (1 YEAR)

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 3000.00

HST

B 0.00

Total Amount of Software Upgrade or Purchase

C 3000.00

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D 2000.00

Claimant Declaration

I JAMIE PRYDE, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Date

01/10/19

Any personal information on this form is collected under the authority of By-Law 54/18, a By-Law to impose Municipal Accommodation Tax (MAT) on the purchase of transient accommodation in the Town of Fort Frances. The personal information will be used for the administration of the MAT collection. Questions about this collection should be directed to the Treasurer, 320 Portage Ave, Fort Frances, Ontario P9A 3P9 Telephone (807) 274-5323.

Tax Invoice

15301 North Dallas Parkway, Suite 350, Addison TX, 75001

Need help?

Visit: www.siteminder.com/contact

Bayview Motel
801 Colonization Road East
Fort Frances
Ontario
Canada P9A 2S3

Account number A00037490
Invoice number INV01104136
Invoice currency USD
Invoice date 03 Jan 2019

Balance carried forward \$ 0.00

This invoice \$ 213.39

This invoice due by 10 Jan 2019

Total balance \$ 213.39

Invoice comments

Summary of this invoice

New charges (Excl. Tax): \$ 213.39

Sales Tax: \$ 0.00

Adjustments: \$ 0.00

Payments: -\$ 0.00

This invoice total: \$ 213.39

How to pay your invoice

Invoice payment options

Credit Card & Direct Debit

Please follow the link below to pay by credit card or direct debit from bank account and set up automated payments.

<https://accounts.siteminder.com/createPaymentMethodAutoPay/A00037490/INV01104136>

Other ways to pay

For our full list of available payment options, please visit our website www.siteminder.com/billingandpayment

Check

Please note we do not accept payment by check

Invoice details

New charges	Monthly amount	Billing period (day/month/year)	Total
Little Hoteller (Channels Pro) + TheBookingButton Subscription	\$ 189	28/12/2018-31/12/2018	\$ 24.39
Little Hoteller (Channels Pro) + TheBookingButton Subscription	\$ 189	01/01/2019-31/01/2019	\$ 189.00
Subtotal (Excl. Tax):			\$ 213.39

Important information

Prices quoted on invoice exclude any other fees, taxes and charges unless otherwise stated. Please note that we are now billing through our US entity and as such sales tax will be reflected on your invoice now if it is applicable.

Invoices are Net 7 day terms. Please settle the outstanding amount within these terms.

Overdue accounts will be suspended automatically by our system and a \$35 reinstatement fee applies to reactivate disabled accounts.

Should you no longer require our services, please contact us with a full calendar months' notice.

COPY

12:41
WK
Jan 15/19

Municipal Accommodation Tax

Establishment Software Upgrade or Purchase Grant Application



The Town of Fort Frances Council will provide a one-time grant to a hospitality establishment who must upgrade or purchase new software to charge or remit the Municipal Accommodation Tax. The Municipal Accommodation Tax Establishment Software Upgrade or Purchase Grant Application must be submitted to the Town of Fort Frances, 320 Portage Ave., Fort Frances, ON P9A 3P9 and must be received no later than 4:30 p.m. on January 31, 2019. The maximum grant for any one establishment is \$2,000.00.

Accommodation Establishment Information

Name of Establishment

Rainbow Motel

Business Number

1413986 Ontario Limited

Property Location

1031 Kings Hwy Fort Frances, Ontario P9A 2X7

Contact Name

Dawn Lambert/Chessley Stevens

E-mail Address

therainbowmotel@yahoo.com

Contact Phone Number

807-274-3268

Description of Software Upgrade or Purchase

New Cash Register

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 549.98

HST

B 71.50

Total Amount of Software Upgrade or Purchase

C 621.48

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D 621.48

Claimant Declaration

I Dawn Lambert/Chessley Stevens, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Dawn Lambert / C. Stevens

Date

Jan 15, 2019

Any personal information on this form is collected under the authority of By-Law 54/18, a By-Law to impose Municipal Accommodation Tax (MAT) on the purchase of transient accommodation in the Town of Fort Frances. The personal information will be used for the administration of the MAT collection. Questions about this collection should be directed to the Treasurer, 320 Portage Ave, Fort Frances, Ontario P9A 3P9 Telephone (807) 274-5323.

Wilson's business solutions

PHONE TOLL FREE 1-800-465-7202

www.wilson.ca

HEAD OFFICE:
P.O. BOX 3005
32 KING ST.
DRYDEN, ONT. P8N 2Z6
PH. 807-223-3316
FAX 807-223-3315

INVOICE

g06910

KENORA
PH. 807-468-6660
FAX 807-468-3361

FORT FRANCES
807-274-4513
807-274-2575

SIOUX LOOKOUT
807-737-1292
807-737-1291

THOMPSON
204-677-1470
204-778-3593

THUNDER BAY
807-344-4343
807-344-2436

RED LAKE
807-727-3633
807-727-2209

Date 12-20-18
Time 15:36
Order # g06910
Page # 1

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05752
1413986 ONTARIO LIMITED
O/A RAINBOW MOTEL
1031 KINGS HIGHWAY
FORT FRANCES ON

P9A 2X7

S
H
I
P
T
O

S0001
RAINBOW MOTEL/ FF
1031 KINGS HIGHWAY
FORT FRANCES ON

P9A 2X7

PHONE #	FAX #	PO #	ORDER DATE	SHIP DATE	SALES PERSON	INV'D BY
(807) 274-3268			12-20-18	12-20-18	91 JORDAN	HHAN
TERMS	TAX	HST/GST #	PST #	SHIP VIA	LOCATION	
NET 30 DAYS	ONTARIO			JF2060 X	06 FT-FRA	
ITEM / DESCRIPTION	REQUIRED UM	SHIPPED	B/O	REG PRICE TX	YOUR PRICE	DISCOUNT AMOUNT
SAMER265EJ SAMSUNG ER-265EJ CASH REGISTER 1708100107	1 EA	1	0	499.99 H	499.99^	499.99
LABERGM LABOR-ECR PROGRAMMING	1 EA	1	0	49.99 H	49.99^	49.99

You now have the option to receive your invoice by email!
To sign up please contact us at accrccpaymts@wilson.ca.

HST/GST # R104651484

SALES TOTAL	549.98
HST/GST	71.50
PST	0.00
INVOICE TOTAL	621.48

Terms and
Conditions

1. 1.5% service charge per month (18% per annum) on all overdue accounts.
2. Title of any goods invoiced shall remain in the name of Wilson's Business Solutions until fully paid for.

Service Built Us!
Page 13 of 33

Wilson's business solutions

PHONE TOLL FREE 1-800-465-7202

www.wilson.ca

HEAD OFFICE:
P.O. BOX 3005
32 KING ST.
DRYDEN, ONT. P8N 2Z6
PH. 807-223-3316
FAX 807-223-3315

INVOICE

g11503

KENORA
PH. 807-468-6660
FAX 807-468-3361

FORT FRANCES
807-274-4513
807-274-2575

SIOUX LOOKOUT
807-737-1292
807-737-1291

THOMPSON
204-677-1470
204-778-3593

THUNDER BAY
807-344-4343
807-344-2436

RED LAKE
807-727-3633
807-727-2209

Date 01-14-19
Time 09:56
Order # g11503
Page # 1
REPRINT

SOLD TO

05752
1413986 ONTARIO LIMITED
O/A RAINBOW MOTEL
PAYMENT TO g06910
FORT FRANCES ON

P9A 2X7

SHIP TO

S0001
RAINBOW MOTEL/ FF
1031 KINGS HIGHWAY
PAYMENT TO g06910
FORT FRANCES ON

P9A 2X7

PHONE #	FAX #	PO #	ORDER DATE	SHIP DATE	SALES PERSON	INV'D BY		
(807) 274-3268			01-14-19	01-14-19	FF FITRAN	TAYD		
TERMS	TAX	HST/GST #	PST #	SHIP VIA		LOCATION		
NET 30 DAYS	ONTARIO			X		06 FT FRA		
ITEM / DESCRIPTION	REQUIRED UM	SHIPPED	B/O	REG PRICE	TX	YOUR PRICE	DISCOUNT	AMOUNT

PAYMENT TO g06910

ROA 621.48

Cash 640.00
Chang 18.52

You now have the option to receive your invoice by email!
To sign up please contact us at accrpaymts@wilson.ca.

WILSONS BUSINESS SOLUTION
448 SCOTT STREET
FORT FRANCES, ON P9A 1H2
GST # R104651484

INVOICE# g11503 01-14-19 09:56
5752 1413986 ONTARIO LIMITED
O/A RAINBOW MOTEL

ITEM#:

www.ontarioelectronicstewardship.ca

Cash 640.00
Change 18.52

OR MORE INFO ON PROV OF ONT MANDATORY
ENVIRONMENTAL FEE. EFFECTIVE APRIL 1-09
www.ontarioelectronicstewardship.ca

HST/GST # R104651484

SALES TOTAL	0.00
HST/GST	0.00
PST	0.00
INVOICE TOTAL	0.00

Terms and
Conditions

1. 1.5% service charge per month (18% per annum) on all overdue accounts.
2. Title of any goods invoiced shall remain in the name of Wilson's Business Solutions until fully paid for.

Service Built **Mo!** of 33

COPY

Municipal Accommodation Tax

Establishment Software Upgrade or Purchase
Grant Application

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Accommodation Establishment Information

Name of Establishment

La Place Rendez Vous

Business Number

104 472 667

Property Location

1201 Idylwild Drive

Contact Name

Sarah Noonan

E-mail Address

snoonan@rendezvoushotel.com

Contact Phone Number

274 9811

Description of Software Upgrade or Purchase

Software upgrade & training

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 522 0.00

HST

B 67.86 0.00

Total Amount of Software Upgrade or Purchase

C 589.86 0.00

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D

Claimant Declaration

I, Sarah Noonan, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Date

Jan 22/19

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INVOICE and Customer Support Record

Five Star Helper: Dave Whittick

Date: Oct 23, 2018

Time: 03:18PM PM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Paul Noonan

INVOICE: 000359

Support Amt :\$ 75.00

HST 13%: \$ 9.75

Total: \$ 84.75

GST #140290628

Support Status:

Hotel Staff: Bonnie
PROGRAM NAME:

STATEMENT #:
ERROR #:

7430

DESCRIPTION OF INCIDENT:

questions about new DMF

Five Star Hotel Systems Corporation

Hotel Software Solutions

P.O. Box 215, Oshawa ON L1H 7L1 Tel (800) 965-4606 Fax (800) 242-4708

INVOICE and Customer Support Record

Five Star Helper: Peter Abel

Date: Jan 2, 2019

Time: 12:25PM PM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Sarah Noonan

INVOICE: 000465

Support Amt :\$ 248.00

HST 13%: \$ 32.24

Total: \$ 280.24

GST #140290628

Support Status:

Hotel Staff: Sarah
PROGRAM NAME:

STATEMENT #:
ERROR #:

DESCRIPTION OF INCIDENT:

2.5 hours training

Five Star Hotel Systems Corporation

Hotel Software Solutions

1601 Treetop Rd Peterborough, ON K9K 1G2 Tel (905) 269-4360 pabel@fivestarhotelsystems.com

INVOICE and Customer Support Record

Five Star Helper: Peter Abel

Date: Jan 21, 2019

Time: 11:48AM AM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Sarah Noonan

INVOICE: 000478

Support Amt :\$ 199.00

HST 13%: \$ 25.87

Total: \$ 224.87

GST #140290628

Support Status:

Hotel Staff: Sarah and Leanne

PROGRAM NAME:

STATEMENT #:

ERROR #:

DESCRIPTION OF INCIDENT:

Training - System training

Five Star Hotel Systems Corporation

Hotel Software Solutions

1601 Treetop Rd Peterborough, ON K9K 1G2 Tel (905) 269-4360 pabel@fivestarhotelsystems.com

To: Administration & Finance Executive Committee
From: Tyler Moffitt, Fire Chief/CEMC
Date: February 27, 2018
Subject: Agreement with Kenora Central Ambulance Communications Centre

Background

The agreement with the Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital was put in place for the provision of communication (call taking and alerting or dispatching) services to the Fort Frances and District Fire Services.

The agreement will expire at 11:59 p.m. on March 31, 2019.

All of the districts Fire & Rescue Services have agreed to have the term of the agreement extend to December 31, 2019 instead of committing to a five-year term.

This will allow us to explore other possible fire dispatch options.

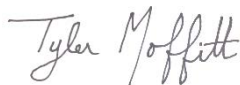
As well, Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital has written a letter dated February 13, 2019 and would like to propose that the term be extended to December 31, 2019. Please see their letter, which I have attached to this report called Fire Extension CACC.

All other clauses and schedule items within the Agreement shall remain unchanged.

Recommendation

That the Administration & Finance Executive Committee approves this report and directs Council to bring forward the resolution to authorize the Fire Chief/CEMC to sign the agreement with the Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital to extend the agreement to December 31, 2019 and that a by-law to be prepared for signing by Mayor and Clerk.

Respectfully submitted,



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



*KENORA CENTRAL AMBULANCE
COMMUNICATIONS CENTRE
LAKE OF THE WOODS DISTRICT HOSPITAL*

13 February 2019

Fort Frances Fire Department

Attention: Chief Tyler Moffitt

Town of Fort Frances

Re: Agreement for the Provision of Communications Fire Department

To Whom It May Concern:

In reference to the above noted agreement, and given that the current term is scheduled to end soon, we would like to proposed that the term be extended to December 31, 2019. All other clauses and schedule items within the Agreement shall remain unchanged.

Please consider this change and inform us if you require any further documentation or agreement.

Regards,

Craig Marek
Manager, Kenora CACC

THIS AGREEMENT made this 1st day of April, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

AND

KENORA CENTRAL AMBULANCE COMMUNICATIONS CENTRE

LAKE OF THE WOODS DISTRICT HOSPITAL

(hereinafter referred to as the "CACC")

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking and alerting) services to the District Fire Service by the Kenora Central Ambulance Communications Centre, which is operated by the Lake of the Woods District Hospital, under the authority of the Minister of Health and Long-Term Care (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICES PROVIDED BY CACC

1. (a) The CACC shall provide services in accordance with Schedule A of this Agreement.
- (b) Despite sub clause 1(a), at any time during the term of this Agreement the Minister shall be entitled to amalgamate the CACC with one or more other Central Ambulance Communications Centres.
- (c) Where the Minister intends to amalgamate the CACC in accordance with sub clause 1 (b), the Minister shall give the other party 90 days notice of his intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communications Centre (hereinafter referred to as the "Amalgamated CACC").
- (d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be the Minister, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation;
- (e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be the Minister,
 - (i) the Municipality may terminate this Agreement at any time after receipt of such notice, in accordance with sub clause 1 (f);
 - (ii) at such time and in such manner as the Minister directs, the Minister shall,
 1. assign all of the rights and obligations of the Kenora CACC in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were the CACC; and
 2. transfer to the Amalgamated CACC all equipment at the Kenora CACC owned or purchased by the Municipality and used for the purposes of this Agreement.
 - (ii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Kenora CACC shall cease to have any rights or obligations in respect of this Agreement;
 - (iii) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub clause shall affect the obligations of the CACC and the Municipality under clause 15, clause 16, clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.

- (v) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub-clause shall affect the obligations of the Minister and the Municipality under clause 15, clause 16, and clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Municipality intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 11 and clause 12 shall not apply. Rather, the Municipality shall give the CACC 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (iv) Where the Municipality does not give the notice referred to in paragraph 1 (f) (i), this Agreement shall not terminate and the parties shall continue to act in accordance with this Agreement.

REPAIR AND MAINTENANCE OF EQUIPMENT

- 2. (a) Despite sub clause 1 (a), the CACC may stop supplying some or all of the services set forth in Schedule A of this Agreement if the CACC cannot supply the services due to the mechanical or other similar failure of any equipment used by the CACC, regardless of the ownership of that equipment.
- (b) Where the CACC stops supplying services in accordance with sub clause 2 (a), the CACC shall give notice forthwith to the Municipality of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Municipality and installed at the CACC by the Municipality. In the latter case, the CACC shall give the Municipality notice forthwith of the fact that it has stopped supplying the services and shall request that the Municipality repair the equipment as soon as practicable.
- (c) The Municipality shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Municipality and installed at the CACC. However, aside from the Municipality's repair and maintenance responsibility under this sub clause, the Municipality shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.
- (d) Where the equipment used by the CACC to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,
 - (i) the Municipality will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and

- (ii) the Minister shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality,

so that the CACC can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY MUNICIPALITY

- 3. The Municipality shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

- 4. (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as JSC).
- (b) The JSC shall be composed of representatives from the CACC, the Municipality, the District Fire Service (appointed under sub clause 5 (b)).
- (c) The JSC shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.
- (d) The functions of the JSC shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.
- (e) No decision, determination or suggestion by the JSC, including but not limited to any JSC mediation proposal and any recommendation in a JSC report, shall be binding on the parties.
- (f) (i) The JSC shall meet at least once every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the JSC that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.
- (ii) The Secretary shall arrange a meeting of the JSC within 2 weeks of receipt of the notice sent under paragraph 4 (f) (i). The time and location of the meeting shall be at the mutual convenience to the representatives on the Committee.
- (iii) The JSC shall issue a report to the representatives on the JSC within 4 weeks. The report shall set out the issues, the recommendations of the JSC and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENT

5. (a) The fire department for which the CACC is to provide call taking and alerting services under this Agreement is the **Fort Frances Fire & Rescue Service**.
- (b) For the purpose of sub clause 4 (b), the Municipality shall appoint a representative on the Committee for the Fort Frances and District Fire Service. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with the CACC, the Committee and the Municipality.

NO ADMINISTRATIVE FEES

6. The Municipality shall not pay the CACC an administrative fee separate from the Fire Service Call fees.

FIRE SERVICE CALL FEES

7. (a) The Municipality shall pay the CACC a fee of \$40.00 for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 11.
- (b) The obligation to pay the \$40.00 fee provided for in sub clause 7 (a), shall apply only until **11:59 P.M. on December 31 2019**. Fire service call fees payable after that date shall be determined in accordance with clause 8.
- (c) Despite sub clause 7 (a), the Municipality shall not be charged the fire service call fee for any call in respect of which the CACC notifies a fire department for the purpose of assisting an ambulance crew with a medical response.
- (d) The CACC shall send to the Municipality an invoice in respect of the amount owing for fire service calls on a quarterly basis during the term of this Agreement and on the termination or expiry of this Agreement.

FEES FOR SUBSEQUENT YEARS

8. (a) The administrative fees (see clause 6) and fire service call fees (see clause 7) due and payable on, March 31st, June 30th, September 30th, and December 31st shall be determined annually, for each of these calendar years, in accordance with this clause. The amount set for such fees shall not be subject to any amendment under clause 11.
- (b) Where any party wishes to begin negotiations for the determination of both the

administrative fees and fire service call fees to be paid for the following calendar year, that party shall give the other parties notice of such wish no later than July 1st preceding that calendar year.

- (c) Where no notice has been given in accordance with sub clause 8 (b), both the administrative fees and fire service call fees for the following calendar year shall remain the same as those in the immediately preceding calendar year.
- (d) Where notice has been given in accordance with sub clause 8 (b), but where the parties have not agreed to the determination of both the administrative fees and the fire service call fees by the January 1st, following the notice, this Agreement shall automatically terminate at **11:59 P.M. on December 31, 2019.**
- (e) Sub clause 6, sub clause 7 (c) and sub clause 7 (d) shall apply in respect of the administrative fees and fire service call fees determined under this clause.

INVOICES

- 9. All amounts payable under this Agreement shall be paid no later than 60 days from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

- 10.(a) This Agreement shall commence on **April 1, 2019,** and shall have a term of **nine months,** so that it will expire at **11:59 P.M. on December 31, 2019** (hereinafter referred to as the "expiry date"), unless terminated before that date under sub clause 1 (f), sub clause 8 (d) or clause 12.
- (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
- (c) Despite any other provision of this Agreement, where no notice has been given under sub clause 10 (b), this Agreement shall expire automatically on the expiry date.

PERFORMANCE, BREACH AND AMENDMENT

11. (a) Where a party

- (i) is dissatisfied with the performance under this Agreement of the other party,
or
- (ii) considers that the other party is in breach of this Agreement, or
- (iii) wishes to amend this Agreement or any term of any Schedule of this Agreement,

that party may give notice to the Secretary of the Resolution Committee that it wishes the Secretary to convene a meeting of the Resolution Committee to discuss the matter.

- (b) Where a party gives notice to the Secretary under sub clause 11 (a), and either paragraph 11 (a) (i) or paragraph 11 (a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days of the issuance of the report issued under sub clause 11 (d).
- (c) The Secretary shall arrange a meeting of the Resolution Committee within 2 weeks of receipt of the notice sent under sub clause 11 (a). The meeting time and location shall be of mutual convenience to the representatives on the Resolution Committee.
- (d) The Resolution Committee shall issue a report to the representatives on the Resolution Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Resolution Committee and any other matter relevant to such issues as is agreed to by the representatives on the Resolution Committee.
- (e) Despite sub clause 11 (a), all parties may mutually agree to amend any term of this Agreement, or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

TERMINATION FOR CAUSE

12. Having regard to paragraph 11 (a) (i), paragraph 11 (a) (ii) and sub clause 11 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days of the issuance of the report under sub clause 11 (d), the party giving notice may terminate this Agreement by giving the other party 90 days notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

13. (a) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 12, or has expired under sub clause 10 (a), the Municipality shall remove from the CACC all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 12, the Minister shall send the Municipality an invoice for any amount owed by the Municipality to the CACC.

NOTICE

14. Any notice, invoice or other communication (hereinafter referred to as a "notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission.

Any notice shall be addressed or delivered, in the case of Kenora CACC, to:

Kenora CACC Manager
Lake of the Woods District Hospital
21 Sylvan Street West
Kenora, Ontario P9N 3W7

and, in the case of the District Fire Service, to:

Town Clerk
Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario P9A 3P9

CACC & AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

- 15.(a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents only of the CACC, and not employees or agents of the Municipality.
- (b) Where the Minister amalgamates the CACC under sub clause 1 (b), for the purposes of this Agreement all Amalgamated CACC Personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Municipality. For greater certainty under this subclause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FROM CLAIMS

16. The Municipality shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Municipality, or by the Personnel of the Municipality, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

INSURANCE BY MUNICIPALITY IN FAVOR OF THE CACC

- 17.(a) For the purpose of sub clause 16 and without restricting the generality of that clause, the Municipality shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, in form and substance acceptable to the CACC, providing coverage for a limit of not less than two million dollars (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Municipality, or of the Personnel of the Municipality, under this Agreement.
- (i) a clause requiring the insurer to provide 30 days prior written notice to the CACC in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
- (ii) a clause that provides that the protection for the CACC under the insurance policy will not be affected in any way by any act or omission of the Municipality, or of the Personnel of the Municipality; and
- (iii) a clause including liability arising out of contract or agreement.

- (b) The Municipality shall submit to the CACC proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

IN WITNESS WHEREOF the CACC and the Municipality have hereunto set their hands and seals.

_____. For the CACC
Witness

_____.
_____.

_____. For the Fort Frances Fire & Rescue Service
Witness

_____.
_____.

CORPORATION OF THE TOWN OF FORT FRANCES

Mayor

Date: _____ day of _____, 2019

CAO/Clerk

Date: _____ day of _____, 2019

SCHEDULE A

Kenora CACC shall provide:

1. The Functional requirements that are both Mandatory and Secondary as set out in the Request for Proposal-Fire Dispatch/Control System for the District Fire Service
2. Public requests for Fire Services will be received by Kenora CACC through a forwarded local emergency phone number and/or 911
3. District Fire Service may be paged for assistance upon the request of an Ambulance crew
4. Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual.
5. Radio communications and vehicle tracking will be provide on a Fire Operations channel
6. Transmissions and Patching may occur on a Fire Tactical channel at the Communicator's discretion
7. CACC shall monitor on-scene intraservice transmissions
8. Voice recording of telephone, radio and paging communications will be stored for a minimum of 12 months
9. A pager testing program shall be established
10. Cost of providing paging on the CACC telepager will be absorbed within the Fees layed out in this agreement
11. CACC will answer Emergency Alarms as per training and policy that exists for Northwest EMS
12. A vehicle identification system shall be established in the format of Fire Service/Apparatus/Unit

Kenora CACC will also continue to work together with the District Fire Service to develop policies and procedures with respect to call-taking and alerting the fire service.

SCHEDULE B

The District Fire Service shall:

- ☐ Provide any necessary Communicator training as determined cooperatively by CACC and the District Fire Service.
- ☐ Ensure that service area maps used by the CACC for call-taking and alerting the fire service are always up-to-date.
- ☐ Assist the CACC with the development of policies and procedures relating to fire call-taking, dispatching, tracking, patching and all other functions.
- ☐ Maintain a current copy of the communities Emergency Fire Service Plan and Community Disaster Plan and provide training to the CACC dispatchers in its use, as necessary. Provide a copy of the Community Disaster Plan for CACC records.
- ☐ Ensure that all Fire Service staff and members are trained in the proper use of all Communications equipment and protocols. This will include Emergency Alarm utilization and actions.
- ☐ Maintain and repair all equipment purchased and owned by the District Fire Service. CACC will be notified of the same. CACC will be notified of any ongoing maintenance and repairs.
- ☐ Ensure backup fire communications systems are in place in case of primary system failure and/or CACC evacuation.