



REQUEST FOR PROPOSAL (RFP)

VOLB RFP.24.01

For

Financial Audit Services (2023 – 2025)

**Issued:** May 23, 2024

**Closing Date and Time:**

July 2, 2024 by 4:00 PDT

**Closing Location:**

Municipal Hall

**Attention:** Joseph Chirkoff, Financial Officer

Village of Lions Bay PO Box 141, Lions Bay BC, V0N 2E0

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## 2. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

### 2.1. Request for Proposals

The Municipality of Village of Lions Bay requests proposals from qualified proponents for the provision of external audit services for the fiscal years ending December 31, 2023 to December 31, 2025 inclusive.

### 2.2. Definitions

In this Request for Proposals the following definitions shall apply:

- (a) **“Agreement”** means a formal written contract between the Village and a Preferred Proponent to provide the Services;
- (b) **“BC Bid”** means the BC Bid website at [www.bcbid.ca](http://www.bcbid.ca);
- (c) **“Contract”** has the same meaning as Agreement;
- (d) **“Contractor”** means the company/person that is hired under the Agreement to provide the Services;
- (e) **“Evaluation Team”** means the team appointed by the Municipality to evaluate the Proposals in accordance with Part 6 of this RFP;
- (f) **“Municipality”** means the Village of Lions Bay;
- (g) **“Must”, “mandatory”, or “required”** means a requirement that must be met in order for a proposal to receive consideration;
- (h) **“Preferred Proponent(s)”** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (i) **“Proponent”** means an entity that submits a Proposal;
- (j) **“Proposal”** means a proposal submitted in response to this RFP;
- (k) **“RFP”** means this Request for Proposals;
- (l) **“Services”** has the meaning set out in section 4 of this RFP; and
- (m) **“Should”, “may”, or “weighted”** means a requirement having a significant degree of importance to the objectives of the RFP.

### 2.3. Delivery of Proposals

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

- (a) **BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements

(found at [www.bcbid.ca](http://www.bcbid.ca)). Pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as a signature;

(b) **Electronic Submission:** A digital PDF format of the Proposal submission may be sent by e-mail to: [jchirkoff@lionsbay.ca](mailto:jchirkoff@lionsbay.ca);

(c) **Hard Copy Submission:** Proponents may submit (3) hard-copies of their Proposal.

Proposals received after the Closing Time will not be accepted.

## 2.4. Proposal Submission Format and Checklist

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

- (a) Title Page, showing Proponent's name, contact person and title, address and contact information;
- (b) Completed *Summary Form of Proposal (Mandatory Form – signature required)* as described in All-Inclusive Fees for Service Section 5.4;
- (c) Firm Qualifications and Experience as described in Section 5.1;
- (d) Partner, Supervisory and Staff Qualifications and Experience as described in Section 5.2;
- (e) Specific Audit approach as described in Section 5.3;
- (f) Rates for Additional Services as described in Section 5.5;
- (g) Value-added Services as described in Section 5.6;
- (h) Proof of independence as described in Section 5.7; and
- (i) References as described in Section 5.8.

## 2.5. Contact

Enquiries related to this RFP, including and requests for information or clarification may be directed to the following person. Information obtained from any other source is not official and should not be relied upon.

Joseph Chirkoff, Financial Officer

Phone: 604-921-9333 ext. 1001

Email: [jchirkoff@lionsbay.ca](mailto:jchirkoff@lionsbay.ca)

The cut-off for submitting any questions relating to this RFP will be 48 hours before the Closing Time. Questions received after this time may not be answered.

## 2.6. Environmental Considerations for Proposal Delivery

The Municipality encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the Municipality encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

### 3. GENERAL INFORMATION

#### 3.1. Background Information

The Municipality of the Village of Lions Bay is a small, picturesque, seaside village nestled on the eastern shore of British Columbia's Howe Sound. Incorporated in 1971, the Municipality is a mostly residential community of 1,334 people at 2.51 square kilometers.

The Municipality is governed by a Mayor and four councilors, and administrated by eight full time and five part time staff.

#### 3.2. Financial Information

The financial information can be obtained from the Municipality website: [www.lionsbay.ca](http://www.lionsbay.ca)

Appendix 1 provides estimated volumes and statistics based on 2023.

#### 3.3. Financial Systems

The Municipality utilizes MAIS financial software by AMAIS Technologies Inc. which is run in a Windows environment. Fully integrated modules of MAIS currently being used by the Municipality include general ledger, payroll, accounts payable, cash receipting, property taxes, utilities, and bylaw enforcement.

### 4. SCOPE OF WORK

Commencing with the 2023 fiscal year, the Municipality requires audit services for the Municipality of the Village of Lions Bay.

The audit program must be in accordance with Canadian generally accepted auditing standards in or to express an opinion on the fair presentation of the Municipality financial statements and supplementary information, in conformity with Canadian public sector accounting standards and provisions of the *Community Charter of British Columbia*.

#### 4.1. Annual Schedule

Before August 15<sup>th</sup> of each year, the auditors must meet with the Financial Officer to discuss and agree upon a schedule of activities which will lead to the completion of the annual audit. The schedule activities must be finalized by September 30<sup>th</sup> and must set out key days by which

necessary information is to be assembled by both parties, a list of all the necessary schedules, working papers, analysis and other information relevant to statement presentation.

Should a Proponent be unable to meet any date, they must note any deviation in their submissions document and where possible, provide alternative dates.

#### 4.2. Qualified Statement

The auditors must immediately upon discovery of information or conditions, which would otherwise lead to the inclusion of a qualified opinion with respect to the financial statements, inform and fully discuss such matters with the appropriate staff. In addition, the auditors must, as far as possible, allow a reasonable period of time for Municipal staff to make an investigation, analyze, report and take such corrective action as to avoid the inclusion of such qualification.

#### 4.3. Delivery of Auditors' Report

The auditors' reports duly signed by the auditors must be delivered to the Financial Officer by the deadlines set out in the annual schedule ensuring all provincially legislated deadlines are met.

The Financial Officer wishes to be advised of any weaknesses in internal control noted during the audit.

The audit process includes evaluating the overall financial statement presentation as prepared by Municipal staff, as well as reviewing and signing certain pages of the Provincial Financial Reporting forms and/or forms required by any government ministry or agency, prepared by Municipal staff.

#### 4.4. Letters and Reports to be issued

The auditor must issue a written opinion on the fair presentation of the financial statements in conformity with Canadian public sector accounting standards, suitable for printing within the financial statements.

Not later than sixty days following the completion of the audit, the auditor must communicate in a post audit management letter to the Financial Officer any reportable conditions, as determined by the auditor, found during the audit. The auditor must also provide appropriate beneficial suggestions to correct any areas of concerns and weaknesses arising as a result of the audit process.

#### 4.5. Meetings and Other Services

The auditor will attend meetings called to discuss their work and reports and must provide information as requested which will enhance the understanding of the Members of Council and staff concerning matters relating to the annual financial statements. At minimum, annual presentations to the Members of Council on the Audit Planning Report and Auditors' Report on the financial statements and financial affairs of the Municipality are required.

The auditor will respond to and discuss with Municipal staff accounting, auditing, tax and other issues arising throughout the year. Inquiries, if any, are infrequent, usually brief and specific in

nature, and do not require written confirmation. It is expected that such inquiries would be included in the quoted price and would not incur additional billing.

The auditor will ensure all new or changed reporting requirements and auditing standards are communicated to the Municipality, in writing, to ensure that financial statements and notes prepared by Municipal staff are in compliance with current reporting requirements.

#### 4.6. Assistance to be Provided to Auditor

Finance department staff and responsible management personnel will be available during the audit to assist the firm by providing overview information and explanation.

#### 4.7. Work to be Provided by Municipal Staff

Municipal staff will be responsible for the following:

- Preparation of year-end working papers including:
  - Supporting working papers for all significant asset and liability accounts;
  - Lead sheets;
  - Comparative analyses identified by the auditor as necessary for the completion of the audit;
  - Audit confirmations to banks, lawyers, and other entities as required upon receipt of forms from auditors.
- Preparation of annual financial statements including related schedules and notes.
- Preparation of Provincial Financial Reporting forms is done by Municipal staff. The audit is limited to signing the pages designated by the Province.

#### 4.8. Audit Contact

The auditors' principal contact with the Municipality will be the Financial Officer who will coordinate the assistance to be provided by the Municipality to the auditor.

### 5. PROPOSAL

The Proposal should be prepared simply and economically. While additional data may be presented, the following sections 5.1 – 5.9 must be included. They represent the criteria against which the Proposal will be evaluated.

#### 5.1. Firm Qualifications and Experience

Proponents should state the size of the firm, the size of the firm's municipal audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed on a full-time basis, and the number and nature of staff to be employed on a part-time basis.

## 5.2. Partner, Supervisory, and Staff Qualifications and Experience

Proponents should identify the principal supervisory and management staff, including the engagement partners, managers, other supervisors, and specialists that would be assigned to the engagement. The proponents should also provide information on their municipal auditing experience.

Proponents should provide as much information as possible regarding the number, qualifications, experience and training of specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office.

Other audit personnel may be changed at the discretion of the proponent, provided that replacements have substantially the same or better qualifications or experience.

## 5.3. Specific Audit Approach

Proponents should provide a statement of the understanding of the work to be done, audit approach and commitment to perform the work within the time period. Include a description of the range of services provided by the local office.

## 5.4. All-Inclusive Maximum Fees for Services

Proponents must complete the All-Inclusive Maximum Fees for Services section on the Summary Form of Proposal included with this RFP.

The bid should include all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum fees for services are to contain all direct and indirect costs including all out-of-pocket expenses and as described in Section 4.5 of this RFP. Changes in wording or presentation suggested or requested by audit staff during the course of any audit will not be considered as additional services.

## 5.5. Rates for Additional Services

During the period of this contract, additional audit services may be required to address new legislated requirements. As the extent of these additional services is unknown, the Municipality is requesting that Proponents set out, in their own words and format, the approach that will be taken to ensure the charges for these additional services are as cost effective as possible.

## 5.6. Value-added Services

Proponents should describe the methodology to be used for keeping the Municipality abreast of any changes in accounting principles or legislation that impact financial reporting.

Proponents should describe the firm's experience in providing additional services to government and the nature of such services.



### 5.7. Independence

Proponents must include a statement confirming that any non-audit services performed by the firm for the Municipality will neither prejudice the independence implicit in the audit engagement nor be in conflict of interest under any governing code of professional ethics.

Proponents must consider and document the effect on its independence if the revenues from the audit and any other services provided to the Municipality represent a substantial portion of its total revenues.

### 5.8. References

Proponents are encouraged to provide references for whom they have provided similar services, preferably from municipalities of similar size. Please include the name, email, and telephone number of the principal client contact.

The Municipality will only consider proposals from firms with municipal audit experience.

### 5.9. Insurance

Proponents must provide confirmation of WCB and insurance coverage.

## 6. EVALUATION CRITERIA

Evaluation of proposals will be by a committee formed by the Municipality and may include employees and contractors of the Municipality and other appropriate participants.

The Municipality's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

### 6.1. Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

- (a) The Proposal must be received at the Closing Location before the Closing Time;
- (b) The Proposal must be in English;
- (c) The Proposal must be submitted using one of the submission methods set out in Section 2.3 of this RFP;
- (d) Hard copy submissions must be received in a sealed envelope;
- (e) The Proposal must include a signed copy of the *Summary Proposal Form*; and
- (f) Proponents must have municipal audit experience.

## 6.2. Evaluation Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria:

Weighted Criteria	Weight
Qualifications and Experience	35
Fees for Services	30
Audit Approach	25
Value-added Services	10
<b>Total</b>	<b>100</b>

## 6.3. Price Evaluation

Only Proposals that meet all mandatory requirements and minimum scores will be evaluated. The lowest overall price will be awarded all the points allocated to price. All other Proposals will be evaluated using the formula:

$$\frac{\text{Lowest Overall Price}}{\text{This Proposal's Overall Price}} \times \text{Maximum points available}$$

## 7. TERMS AND CONDITIONS

### 7.1. Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all of the terms and conditions set out in the RFP, including those that follow and are included in all appendices and any Addenda.

### 7.2. Additional Information

All Addenda will be posted on the Municipality's website and BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

### 7.3. Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked as late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Municipality at the Closing Location will prevail whether accurate or not.

#### 7.4. Proposal Validity

Proposals will be open for acceptance for at least ninety days after the Closing Time.

#### 7.5. Firm Pricing

Pricing will be firm for the entire Contract period unless the RFP specifically states otherwise.

#### 7.6. Completeness of Proposal

By submitting a Proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

#### 7.7. Changes to Proposal

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Time unless requested by the Municipality for purposes of clarification.

#### 7.8. Liability for Errors

While the Municipality has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

#### 7.9. Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the Municipality, if any. The Municipality will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

#### 7.10. No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Municipality in any way to award a Contract.

#### 7.11. Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the Municipality reserves the right, in its sole discretion:

- (a) To modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- (b) In accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- (c) To waive any non-material irregularity, defect or deficiency in a proposal;
- (d) To request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- (e) To reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Municipality, or any material error, omission or misrepresentation in the Proposal;
- (f) At any time, to reject any or all proposals; and
- (g) At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

#### 7.12. Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Municipality.

Written notices to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

If a written Contract cannot be finalized with provisions satisfactory to the Municipality within thirty (30) days of notification of the successful Proponent, the Municipality may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### 7.13. No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the successful Proponent will not be an exclusive contract for the provision of goods or services described in Section 3 of this RFP. The Municipality may contract with others for goods or services the same as or similar to those described in Section 3 or may obtain such goods or services internally.

#### 7.14. Solicitation

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the Municipality,

including members of the evaluation committee and any elected or appointed officials of the Municipality, or with the media, may result in disqualification of the Proponent.

#### **7.15. Workers Compensation Act**

The Contractor must provide the City with their Worksafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on Municipal property.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would likely result in injury to any person, or because of lack of payment of an account due to the Board, the Municipality, on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

#### **7.16. Indemnity and Liability Insurance**

For the purpose of any Contract the Municipality may enter into with the successful Proponent, the Contractor must indemnify and hold harmless the Municipality, its employees and agents, from any or all claims, demands, action, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

Without restricting the generality of indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the contract and any subsequent maintenance period:

- General Liability Insurance Coverage with a limit of no less than \$2,000,000;
- Professional Liability Insurance with a limit of no less than \$2,000,000.

The Proponent shall provide a proof of insurance in a form of certificate of insurance. It is understood and agreed that the coverage period will not be changed or amended in any way, nor cancelled by the Proponent until 60 days after written notice by registered mail of such change of cancellations has been delivered to the Municipality.

Failure of the proponent to maintain a insurance will result in the contract being terminated.

#### **7.17. Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses required for execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and

equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

#### 7.18. Trade Agreements

This RFP has been issued in compliance with the Municipality's General Purchasing Policy and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

#### 7.19. Freedom of Information

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the Municipality or the Proponent or to both, and despite any promises or commitment by the Municipality to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the Municipality in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the Municipality's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

#### 7.20. Conflict of Interest

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Municipality's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Municipality involved in the preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its Proposal any actual or potential conflict of interest and any existing business relationships it may have with the Municipality, or its elected or appointed officials or employees. The Municipality has the right to reject any proposal submitted by a Proponent who in the Municipality's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Municipality Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

END OF PAGE

**MUNICIPALITY OF THE VILLAGE OF LIONS BAY**  
**SUMMARY FORM OF PROPOSAL**

**RFP NO:** VOLB RFP.24.01

**NAME OF PROJECT:** FINANCIAL AUDIT SERVICES (2023 – 2026)

**DESCRIPTION**

**All-Inclusive Maximum Fees for Services (excluding taxes):**

Year 1: 2023 Fiscal Year	\$
Year 2: 2024 Fiscal Year	\$
Year 3: 2025 Fiscal Year	\$

**CONFIRMATION OF THE PROPONENT’S INTENT TO BE BOUND:**

The enclosed Proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a Proposal the Proponent agrees to all terms and conditions of the RFP including the following:

- (a) The Proponent has carefully read and examined the entire RFP;
- (b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- (c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

**Proponent Name:**

\_\_\_\_\_

**Name and Title of Authorized Representative:**

\_\_\_\_\_

**Signature of Authorized Representative:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Telephone:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## APPENDIX 1

## ESTIMATED VOLUMES AND STATISTICS – 2023

No. of General Ledger accounts	1,170
No. of employees	20
No. cheques issued	1,699
No. of properties	596
No. of bank accounts	4

**Departments**

Office of the CAO

Corporate Administration

Finance

Fire and Emergency Services

Public Works