

IN THE MATTER OF THE TORONTO EXTERNAL CONTRACTS INQUIRY

AFFIDAVIT OF JOHN WRIGHT

I, John Wright, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am currently the Commissioner of Management and Administrative Services at the City of Brampton ("Brampton").
 2. From April 26, 1996 to January 2001, I was the IT Director for Brampton.
 3. I was involved in the purchase of the Tax Management and Collection System ("TMACS"), the cancellation of the TMACS contract and the purchase of Tax Manager 2000 ("TXM") for Brampton.
 4. I recommended and was authorized to cancel the contract with TMACS because I was concerned that Beacon Software Inc. ("Beacon") could not service North York and Brampton simultaneously, given our schedule requirements.
 5. Brampton had a target date to produce its final bills which was June 1, 1998.
 6. When Brampton was offered TXM at the same price as TMACS and the City of Mississauga assured Brampton that their system would be ready in support of our schedule and billing requirements. Brampton decided to proceed with TXM.
 7. Beacon and Brampton mutually agreed that Beacon could not meet Brampton's deadline for putting the tax bills out on time.
-

8. My main contact at North York was Frank Vizzatechero and he was the one who set up the TMACS demonstration for Brampton at the City of North York. Mike Saunders and the main developer, Dave Maxson, gave the presentation.
9. When trying to decide which new tax system Brampton should proceed with I looked at the systems other municipalities were purchasing. This was when I discovered both TMACS and TXM. At this time, the TXM system was in the preliminary design phase. It looked as though TMACS was further along in its development.
10. As time went on, TMACS was not progressing in accordance with our schedule requirements and TXM had a production version that would be available on time.
11. Based on our tax staff's feedback, I had no functional worries about TMACS, but I was concerned that it would not be available for the deadline. I knew that the developer of TMACS, Beacon, was a smaller firm, and although I was assured by Frank Vizzatechero from North York that Beacon always delivered, I was worried it was spread too thin.
12. I had comfort in the fact that Mississauga had a large team for TXM and I had previously worked at Mississauga, so I knew the people working on the project.
13. Both TXM and TMACS had the same base price, but Brampton paid an additional amount for TXM, I think around \$50,000, as a gesture of good faith because Brampton was late in joining the project, which put extra pressure on the development of TXM.
14. Section 18 of the Beacon contract specified the details for support and maintenance, which was generally on a time and materials basis after one year at no cost. **(TEC052806)**
15. When Brampton finally negotiated its contract with TXM, there was a sigh of relief that we had a system that worked. Brampton cancelled its contract with Beacon, as per a report to the Administration & Finance Committee dated February 2, 1998 that sets out the reasons for

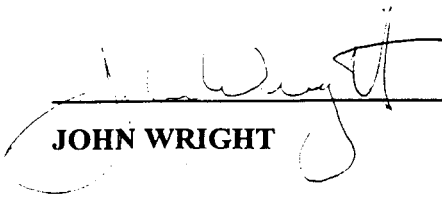
cancelling the Beacon contract and proceeding with TXM and was subsequently approved by Council. (TEC050563)

16. Brampton did not play any role in TXM's development.

17. To date, Brampton is still using TXM, and there are no plans to change the system.

18. Brampton still receives maintenance support and upgrades from the City of Mississauga for TXM.

SWORN BEFORE ME at)
the City of Brampton in)
the Province of Ontario on)
, 2004)
)



JOHN WRIGHT

A COMMISSIONER, ETC.