

**Policies & Priorities Committee Meeting
AGENDA**

Tuesday, August 8, 2017, 5:30 pm
Tecumseh Town Hall
www.tecumseh.ca

Pages

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **DELEGATIONS**
 - a. Melanie Coulter, Windsor Essex County Humane Society
Re: Dog Control By-Law, Tethering Enforcement
 - b. Tom Kitsos, Deputy Treasurer & Tax Collector
Re: Budget Document Presentation
5. **COMMUNICATIONS**
6. **REPORTS**
 - a. Director Corporate Services & Clerk, Report No. 24-17 3 - 8
Re: Dog Control By-law Review
 - b. Director Corporate Services & Clerk, Report No. 14-17 9 - 14
Re: Health & Safety Policy No. 7 Annual Review
 - c. Director Corporate Services & Clerk, Report No. 23-17 15 - 18
Re: Issuance of Marriage Licences
 - d. Director Corporate Services & Clerk, Report No. 25-17 19 - 25
Re: Little River & Mason Alley from Coronado to Barry, Request for Alley Closing and Transfer of Lands
 - e. Director Corporate Services & Clerk, Report No. 26-17 26 - 35
Re: Procedural By-Law Review and Revisions
 - f. Purchasing Officer, Report No. 09-17 36 - 82
Re: Amendment to Purchasing Policy No. 17 and Procurement Policies and Procedures Bylaw 2006-03

Re: Commemorative Bench Program - Policy

7. UNFINISHED BUSINESS
8. NEW BUSINESS
9. NEXT MEETING
10. ADJOURNMENT



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 24/17

TO: Policies & Priorities Committee

FROM: Laura Moy, Director Corporate Services & Clerk

DATE: January 30, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Dog Control By-law Review

RECOMMENDATIONS

It is recommended that:

1. Corporate Services & Clerk Report No. 24/17, titled "Dog Control By-law Review" be received; and that
2. By-law 2003-91 being a by-law to provide for the regulation, restriction and prohibition of the keeping and the running-at-large of dogs in the Town of Tecumseh, be amended as recommended in Corporate Services & Clerk Report No. 24/17.

BACKGROUND

The Town of Tecumseh (Town) is a diverse and caring community. The Town takes seriously the obligations for animal control and well-being. Residents continue to have regard for the community's animals and animal welfare is an ongoing priority. As a result, the Town has continued to invest time, resources and financial assistance to ensure that the animal population in the community has been treated humanely and compassionately.

By-law 2003-91, being a by-law to provide for the regulation, restriction and prohibition of the keeping and the running-at-large of dogs in the Town (By-law), was adopted by Council on November 13, 2003.

Good governance and management practices include regular review of by-laws. As this By-law was enacted almost 17 years ago, a comprehensive review has been undertaken. This report outlines the review and recommended amendments.

COMMENTS

As a result of the By-law review, a number of changes are recommended to ensure that it is up to date, meets the changing needs of the Town, is in the interest of public safety and animal welfare, and to ensure important related information is communicated clearly.

The following is a discussion regarding proposed changes and the reasons for amending the By-law.

Dog Tethering

The *Ontario Society for the Prevention of Cruelty to Animals Act* (OSPCA) is enforced by the Windsor Essex Humane Society (WEHS) throughout Essex County. The OSPCA regulates the **length** of a tether for dogs kept outside and requires that food shelter and water be provided to the dog. The OSPCA does not limit the **time** a dog may be tethered, or any other provincial or federal legislation. For this reason, an amendment to the Town's Dog Control By-law, regulating the tethering of animals, would contribute to animal welfare in our municipality.

Many municipalities, including other local municipalities, have passed by-laws or included regulations within their dog or animal control by-laws to regulate the amount of time a dog may be tethered outside. Locally the time limit varies.

Town of Amherstburg	10 hours
Town of Essex	12 hours
Town of Kingsville	12 hours
Municipality of Leamington	4 hours
City of Windsor	4 hours
Municipality of Chatham-Kent	9 hours

Enforcement of the time limit for tethering of a dog can be difficult. Specific details are needed before a charge/fine can be imposed such as: the date, times, address, location, description of the dog, evidence of a tether and to support the continuous tethered state in excess of the time limit established. Additionally, a witness is required to provide the evidence by way of Witness Statement. The witness may also be required to attend court proceedings should the matter proceed to a trial. A complainant that sees a dog tethered outside, leaves to do errands and returns to see the dog is outside and believes it to be in excess of the time limit, is not acceptable evidence. They would be making an assumption the dog was outside the whole time they were away. The legislation does not include a rebuttable presumption clause. Therefore, in the event of a trial, the onus remains on the Town to provide, beyond a reasonable doubt, the dog was tethered outside in excess of the regulated time.

The current Dog Control By-law does not include enforcement of tethering and the Town's By-law Enforcement resources are limited.

The WEHS has been consulted on this matter and has provided written confirmation that it will enforce a four (4) hour tethering limit, at no cost to the Town.

It is recommended that By-law No. 2003-91 be amended to repeal and replace paragraphs 4.12 and 4.14 with the following and to add a new paragraph 4.15:

4.12 Out of door dog – weather proof enclosure and extreme weather

No person shall allow a dog to remain outdoors during extreme weather unless the dog has access to shelter that will adequately protect the dog from the conditions.

Any person who owns an animal that is customarily kept outside shall at all times:

- (i) provide it with protection from the elements including harmful temperatures;
- (ii) provide a structurally sound, weatherproof, insulated shelter, of a size and design having regard for the animal's weight and type of coat;
- (iii) provide an enclosure which has sufficient space to allow the animal the ability to turn around freely and to easily sit, stand and lie in a fully extended position.

4.14 Tethered Dog – length and restraining device

No person shall keep a dog tethered on a rope, chain, cord or similar restraining device unless:

- (i) the tether shall be a minimum of three (3.0) meters in length, provided that the tether does not permit the dog to go beyond the limits of the dog owner's property;
- (ii) the dog has unrestricted movement within the range of such tether;
- (iii) the dog is not tethered for longer than four (4) hours per day (24-hour period);
- (iv) the dog has access to water, shade and shelter while tethered; and
- (v) the dog cannot injure itself as a result of tethering.

Notwithstanding the subsection above, no person shall keep a dog tethered where a choke collar, a choke chain or a prong collar forms part of the tether or a rope chain, cord or similar restraining device is tied directly around a dog's neck

4.15 Enforcement

The Windsor/Essex Humane Society shall have the right to enforce all of the provisions of Part 4 of this By-law on its own volition and in its sole discretion.

For clarity, the following definitions are recommended under Part 1 of the By-law:

"Choke Collar", "Choke Chain", or "Prong Collar" means a collar that tightens, constricts, or pinches a dog's neck when tension is applied and may inflict pain or discomfort on an animal.

"Extreme Weather" means a cold warning, heat warning or other weather warning alert issued by Environment Canada for weather in the Town of Tecumseh, including, and not limited to, extreme cold or hot weather, snow storms, freezing rain, heavy rainfall, hurricanes, tornadoes and/or strong winds.

"Tethered" means the fastening of a rope, chain, cord or similar restraining device to a dog's collar or halter so that the animal can only range in an area limited to the length of such rope, chain, cord, or similar restraining device.

Transporting of Dogs

In an effort to further the safety and well-being of dogs, it is also recommended that the following regulations be included in the By-law relating to the transporting of dogs:

4.16 Vehicle - prohibited

No person shall allow a dog to be outside the passenger cab of a motor vehicle on a roadway, regardless of whether the motor vehicle is moving or parked.

No person shall leave a dog unattended in a motor vehicle if the weather conditions are not suitable for containment of an animal.

A Police Officer and/or a By-law Enforcement Officer, who has reasonable grounds to believe that an animal left unattended in a motor vehicle is in imminent physical danger, may take steps to remove the animal from the vehicle and shall not be held liable for any damage to the vehicle by so doing.

4.17 Transporting of Dog

Notwithstanding the subsection above, a person may allow a dog to be outside the passenger cab of a motor vehicle, including riding in the back of a pick-up truck, or flatbed truck, if the dog is:

- (i) in a fully enclosed trailer;
- (ii) in a topper enclosing the bed area of the truck;
- (iii) contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
- (iv) securely tethered in such a manner that the dog is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation and cannot reach the outside edges of a vehicle.

Fees and Charges

The fees charged under the By-law include dog and kennel licences. The Town's fees have not changed since the By-law was adopted in 2003.

The fees have been compared with other local municipalities and the City of Windsor. The Town's fees are comparable, or less than, the others' fees. Some municipalities distinguish between spayed and unspayed dogs, which the Town does not.

The revenue derived from licence fees was also compared to the costs incurred by the Town to regulate dogs, retain a Dog Control Officer and the Town's contractual obligations to contribute to the operation/maintenance of the Lakeshore Dog Pound. The current revenue does not exceed these costs in the annual budget.

The following changes are recommended to the fees, effective January 1, 2018:

- Dog Licence/Tag fee (on or before March 31st) be raised from \$15.00 to \$20.00
- Dog Licence/Tag fee (after March 31st) be raised from \$30.00 to \$35.00
- Replacement Dog Tag fee be raised from \$3.00 to \$10.00

CONSULTATIONS

Town of Amherstburg
Town of Essex
Town of LaSalle
Town of Kingsville
City of Windsor
Windsor-Essex County Human Society

FINANCIAL IMPLICATIONS

Increasing the fees could result in an additional \$5,500 annually, based on 1,100 dog tags being purchased before March 31, 2018, at a rate of \$20.00.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh’s plans and priorities.	✓
4.	Steward the Town’s “continuous improvement” approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town’s leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Laura Moy, Dipl. M.M, CMM III HR Professional
Director Corporate Services & Clerk

Reviewed by:

Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): None

LM



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 14/17

TO: Mayor and Members of Council

FROM: Laura Moy, Director Corporate Services & Clerk

DATE OF REPORT: May 31, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Health & Safety Policy No. 7 Annual Review

RECOMMENDATIONS

It is recommended that:

1. Health and Safety Policy No. 7, as reviewed for the year 2017, in accordance with Section 25(2)(j) of the *Occupational Health and Safety Act*, be approved; and that
2. Health and Safety Policy No. 7 be posted in all Municipal Buildings.

BACKGROUND

Section 25(2)(j) of the *Occupational Health and Safety Act, R.S.O. 1990, c.0.1. [Act]*, states an employer shall *prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy.*

Section 32.0.1(1) of the Act states an employer shall *prepare a policy with respect to workplace violence and review the policy as often as is necessary, but at least annually.*

COMMENTS

Health and Safety Policy No. 7

The Health and Safety Policy states The Corporation of the Town of Tecumseh [Town] is committed to health and safety and recognizes it must form an essential part of the Town's operations. A major ongoing objective is to protect employees from workplace injury or illness. The Town must make every effort to provide a healthy and safe work environment for all of its employees. All directors, managers and workers must be dedicated to the objective of reducing the risk of injury and illness.

As the employer, the Town is ultimately responsible for worker health and safety.

The Chief Administrative Officer and Members of Council should be committed to taking every reasonable precaution to protect workers from harm.

Directors and Managers are accountable for the health and safety of workers under their supervision and are responsible for ensuring that machinery and equipment are safe, and that workers follow established safe work practices and procedures.

All employees must receive adequate training in their specific work tasks to protect their health and safety. All Town employees have received the training necessary for their respective positions within the Corporation.

Every employee, sub-contractor and employee of a sub-contractor must also protect his/her own health and safety by following the law, and the Town's safe work practices and procedures. Additionally, they must report all hazards immediately to a Director and/or Manager.

In accordance with the Act, the Health and Safety Policy No. 7 has been reviewed by the Town, which has also consulted with its Health & Safety Consultant, Dunk & Associates [Consultant].

There have been no changes to the Policy recommended.

It is recommended that the Policy, as reviewed for the year 2017 in accordance with Section 25(2)(j) and Section 32.0.1(1) of the *Occupational Health and Safety Act*, be approved and posted in all workplaces.

A copy of the Health and Safety Policy is attached as [Appendix 1](#).

CONSULTATIONS

Joint Health & Safety Advisory Committee
Dunk & Associates, Health & Safety Consultant

FINANCIAL IMPLICATIONS

There are no direct cost implications associated with these Policies. Good health and safety practices/procedures, as well as employee training, all help to prevent workplace injuries. Workplace injuries can create financial implications as a result of loss of work and employee health care.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable

Website

Social Media

News Release

Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Laura Moy, Dipl. M.M., CMM III HR Professional
Director Corporate Services & Clerk

Reviewed by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Health & Safety Policy No. 7

LM

Appendix 1



The Corporation of the Town of Tecumseh

POLICY MANUAL

POLICY NUMBER: 7	EFFECTIVE DATE: June 27, 2017
SUPERCEDES: - RCM 292/07 - August 28, 2007 - RCM 285/09 - August 11, 2009 - RCM 91/11 - March 8, 2011 - RCM 338/12 - October 9, 2012 - RCM 189/13 - June 25, 2013 - RCM 290/14 – July 8, 2014 - RCM 90/15 – March 24, 2015 - RCM 230/16 – June 28, 2016	APPROVAL: RCM xx/17 – June 27, 2017
SUBJECT: HEALTH & SAFETY POLICY	

PURPOSE:

- 1.1 The Corporation of the Town of Tecumseh is vitally interested in the health and safety of its employees. A major ongoing objective is to protect employees from workplace injury or illness. The Corporation of the Town of Tecumseh makes every effort to provide a healthy and safe work environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury and illness.

SCOPE:

- 2.1 As an employer, The Corporation of the Town of Tecumseh is ultimately responsible for worker health and safety. As Chief Administrative Officer and Members of Council, we are committed to taking every reasonable precaution to protect workers from harm. Legislative requirements will serve as minimum acceptable standards for the Town of Tecumseh.
- 2.2 Supervisors are accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that workers follow established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.
- 2.3 Every employee, sub-contractor and employee of a sub-contractor must protect his/her own health and safety by following the law, and The Corporation of the

Town of Tecumseh's safe work practices and procedures. All hazards must be immediately reported to a supervisor.

- 2.4 All parties are expected to consider health and safety in every activity. Commitment to health and safety must form an essential part of this organization from the Chief Administrative Officer to the workers.

Tony Haddad
Chief Administrative Officer

Gary McNamara
Mayor



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 23/17

TO: Policies & Priorities Committee

FROM: Laura Moy, Director Corporate Services & Clerk

DATE OF REPORT: July 31, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Issuance of Marriage Licences

RECOMMENDATIONS

It is recommended that:

1. Corporate Services & Clerk Report No. 23/17 by the Director Corporate Services & Clerk, dated July 31, 2017, regarding the issuance of marriage licences be received, and that
2. The Director Corporate Services & Clerk be authorized to establish a marriage licence service in the Town of Tecumseh for a fee of \$130.00 for each licence issued.

BACKGROUND

Section 11 of the *Marriage Act, R.S.O. 1990, Chapter c.M.3*, as amended, authorizes the Clerk of a municipality to issue marriage licences.

Administration regularly receives inquiries from the public about the issuance of marriage licences. The Town of Tecumseh is the only municipality in Essex County that does not currently issue marriage licences. Residents wishing to obtain a marriage licence must visit another municipality, such as the City of Windsor or Town of Lakeshore.

COMMENTS

In accordance with the *Marriage Act, R.S.O. 1990, Chapter c.M.3*, marriage licences may be issued by the Clerk of every local municipality, except a Township, to the public. The Clerk may, with the approval of the Minister, appoint one or more deputies to also act as issuers of licences.

The application process is relatively simple and requires the applicants to complete and sign a standard Marriage License Application Form, provide two (2) acceptable pieces of valid identification for each applicant and pay a set fee. Once the issuer confirms that the requirements under the Act are satisfied, a licence is issued and is valid for 90 days from the date it is issued.

The marriage licence fee varies at each municipality as the Province permits municipalities to charge a user fee on top of the \$48.00 fee owed to the Registrar General. The chart below reflects the surrounding municipalities that currently issue marriage licence fees:

Municipality	Licence Fee
Leamington	\$135.00
Kingsville	\$125.00
Town of Essex	\$133.00
Chatham-Kent	\$125.00
Lakeshore	\$137.00
Windsor	\$135.00
Amherstburg	\$117.00
LaSalle	\$125.00

**Municipal Licence Fee less the \$48.00 to purchase the licence from the Province.*

It is recommended that the Director Corporate Services & Clerk be authorized to establish a system and process to issue marriage licences as an added service. In keeping with the average fee being charged by surrounding municipalities, it is recommended that the Town of Tecumseh's fee for a marriage licence be set at \$130 per licence which would result in net revenue of \$82.00 per licence issued.

Subject to Council's approval, it is anticipated the system for issuing marriage licences would be in place no later than January 2018. Public notification of this added service will occur in due course through the local media, Town's website, and social media.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

It is anticipated that the revenue realized from the issuance of marriage licences would offset the costs of providing the service, staff training, and electronic recordkeeping in the initial setup of this service.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Laura Moy, Dipl. M.M, CMM III HR Professional
Director Corporate Services & Clerk

Reviewed by:

Luc Gagnon, CPA, CA, BMath
Director of Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. None

LM/sw



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 25/17

TO: Policies & Priorities Committee

FROM: Laura Moy, Director Corporate Services & Clerk

DATE: July 17, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Little River & Mason Alley from Coronado to Barry
Request for Alley Closing and Transfer of Lands

RECOMMENDATIONS

It is recommended that:

1. Corporate Services & Clerks Report No. 25 regarding a request to close and convey the Little River & Mason Alley from Coronado to Barry, be received; and that
2. The Clerk be authorized to prepare a by-law to declare the alley located between Coronado and Barry and abutting 12600 to 12700 Little River Blvd., 340 to 346 Coronado, 387 Barry, and 12733 to 12765 Mason (Alley) surplus to the needs of The Corporation of the Town of Tecumseh (Town); and to close and convey the lands to the abutting property owners; and further that
3. The Clerk give notice of the meeting at which the by-law will be considered in accordance with the Town's Notice By-law; and furthermore that
4. The property owners abutting the Alley be notified that consideration will be given to a by-law to authorize the closure and sale of the Alley which abuts their property and to declare the Alley surplus to the needs of the Town; and furthermore that
5. The cost of the closure and conveyance of the part or whole Alley be the responsibility of the abutting property owner(s) acquiring the lands.

BACKGROUND

The Corporation of the Town of Tecumseh (Town) received a request to close the alley which abuts 12600 to 12700 Little River Blvd., 340 to 346 Coronado, 387 Barry, and 12733 to 12765 Mason and to make the lands available for purchase by the abutting property owners (Alley).

A map of the Subject Alley is shown on [Appendix 1](#).

COMMENTS

Purpose of the Alley

Upon receipt of requests to close up and convey an alley, it is the normal practice to consult with the Public Works & Environmental Services Department on whether there are any municipal services, such as a water main, storm or sanitary sewer in the alley. There are no municipal services in the area of the Subject Alley, as shown on [Appendix 2](#).

Union Gas, Bell Canada, Cogeco Cable, and Essex Powerlines Corporation (Utilities) were also notified about the request to close up the Alley and to convey it to the abutting landowners. The Utilities are given the opportunity to advise whether any of their infrastructures are located in the Alley and to submit any comments and/or concerns should the Town decide to close up and convey the Alley to the abutting property owner(s). Where a Utility has infrastructure in an alley, it may be conveyed subject to reserving the Utilities' rights by way of easement.

Bell Canada has advised it will require an easement over the Alley in order to protect their existing buried installations.

The Alley serves no municipal purpose. Many of the abutting property owners have encroached on to the Alley either by way of landscaping, erecting fences, sheds, or other structures. Conveying the Alley to the abutting property owners would resolve these encroachments and remove the Town's liability for the lands.

Consultation with Abutting Property Owners

The property owners abutting the Alley have been notified of the request to close and convey the Alley to the abutting property owners by way of written correspondence and given the opportunity to indicate their interest in purchasing a portion of the Alley abutting their property in the event it were to be closed.

A Public Information Session was also held with the affected owners to explain the process for closing an alley, the potential cost to acquire a portion of the Alley and the approval process. Questions were addressed at the Session and consultation held with the owners on their interest on purchasing a portion of the Alley.

There are 17 abutting properties in total, of which 12 have confirmed their interest in acquiring a portion of the Alley if it were to be closed. One has indicated no interest in acquiring a portion and accepting of their neighbour purchasing the portion of the Alley which abuts theirs, and four have not responded in writing.

Alley Closure Process

The typical practice for closing up and conveying an alley, which has been determined to serve no municipal purpose, first requires the agreement of all, or one, of the abutting property owner(s) to acquire the entire lands and to assume full responsibility for all legal, survey and other administrative costs to effect the alley closure and transfer.

If the abutting property owner(s) are in agreement to acquire the entire alley lands which abuts their respective property, the procedure for disposing of lands, as set out in the Town's Sale of Land By-law No. 2003-09 (Sale of Land By-law) may be commenced.

The Sale of Land By-law establishes the procedures for the sale of property surplus to the Corporation. This By-law requires that if the Corporation intends to dispose of any real property, Council shall, prior to the transfer, by by-law or resolution passed at a meeting open to the public, declare the real property to be surplus to the needs of the Corporation. After the real property has been declared surplus, but

before the real property is transferred, the Corporation is required to give notice of its intention to transfer the real property.

The Sale of Land By-law allows for the notice to be given in a newspaper, and/or declared at an open meeting of Council that the subject matter will be placed on the next regularly scheduled meeting of Council; and/or the Corporation's website. The notice is to include the following information:

- (i) the authority under which the notice is being given;
- (ii) a description of the purpose and effect of the proposed by-law;
- (iii) the date, time and location of the meeting at which the matter will be considered;
- (iv) contact information for the purpose of submitting written comments prior to the meeting including any submission deadlines; and
- (v) if applicable, a key map or description of the lands affected by the proposed by-law.

It is recommended that the abutting property owners to the Alley also be notified by direct mail of the intent to declare the Alley surplus to the needs of the Town and to sell the lands.

Section 2 of the Sale of Land By-law requires that at least one appraisal of the fair market value of the real property be obtained, unless not otherwise required under legislation. The form of appraisal shall be by "letter or opinion of value" procured from a realtor duly registered to sell real estate in the Province of Ontario. The appraisal need not be a formal appraisal made by an independent and registered qualified appraiser. A Letter or Opinion of Value from a realtor may be obtained as it has been the practice of the Town to transfer alley lands for costs incurred only [i.e.: legal, survey, valuation, advertising].

A survey and Registered Plan of the Subject Alley will also be required to establish a legal description of the lands and the portions of which to be conveyed to the neighbouring property owners if it is to be closed.

Authority

The *Municipal Act, 2001 S.O. 2001 c. 25 (Act)* provides municipalities with the authority to pass by-laws in respect of a highway, if it has jurisdiction over the highway. As the Town is the owner of the Subject Alley and an alley is deemed to be a highway under the Act, the Town may close up the alley and convey it to the neighbouring property owners.

Section 34(1) of the Act states that a by-law permanently closing a highway does not take effect until a certified copy of the by-law is registered in the proper land registry office. Accordingly, a copy of the by-law authorizing the closing of the Subject Alley and the transfer of the lands must be registered in the Land Registry Office for the County of Essex (No.12).

Prior to passing such a by-law, the Town's Notice By-law No. 2003-06 requires notice to be given in a newspaper, once a week for three consecutive weeks.

CONSULTATIONS

Public Works & Environmental Services

FINANCIAL IMPLICATIONS

The legal, advertising, valuation and survey costs to close and convey the whole of Subject Alley is estimated to be \$10,500 and would be recovered from the abutting property owners acquiring the lands.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh’s plans and priorities.	
4.	Steward the Town’s “continuous improvement” approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town’s leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

Written correspondence will be sent to the abutting property owners and Utilities advising of the decision of Council to close and sell the Subject Alley, either in whole or in part, and the date of the meeting the by-law to authorize the closure and sale will be considered as indicated earlier in this report.

All Notices under the Town’s Sale of Land By-law, Notice By-law and *Municipal Act, 2001*, will be given as required.

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Laura Moy, Dipl. M.M, CMM III HR Professional
Director Corporate Services & Clerk

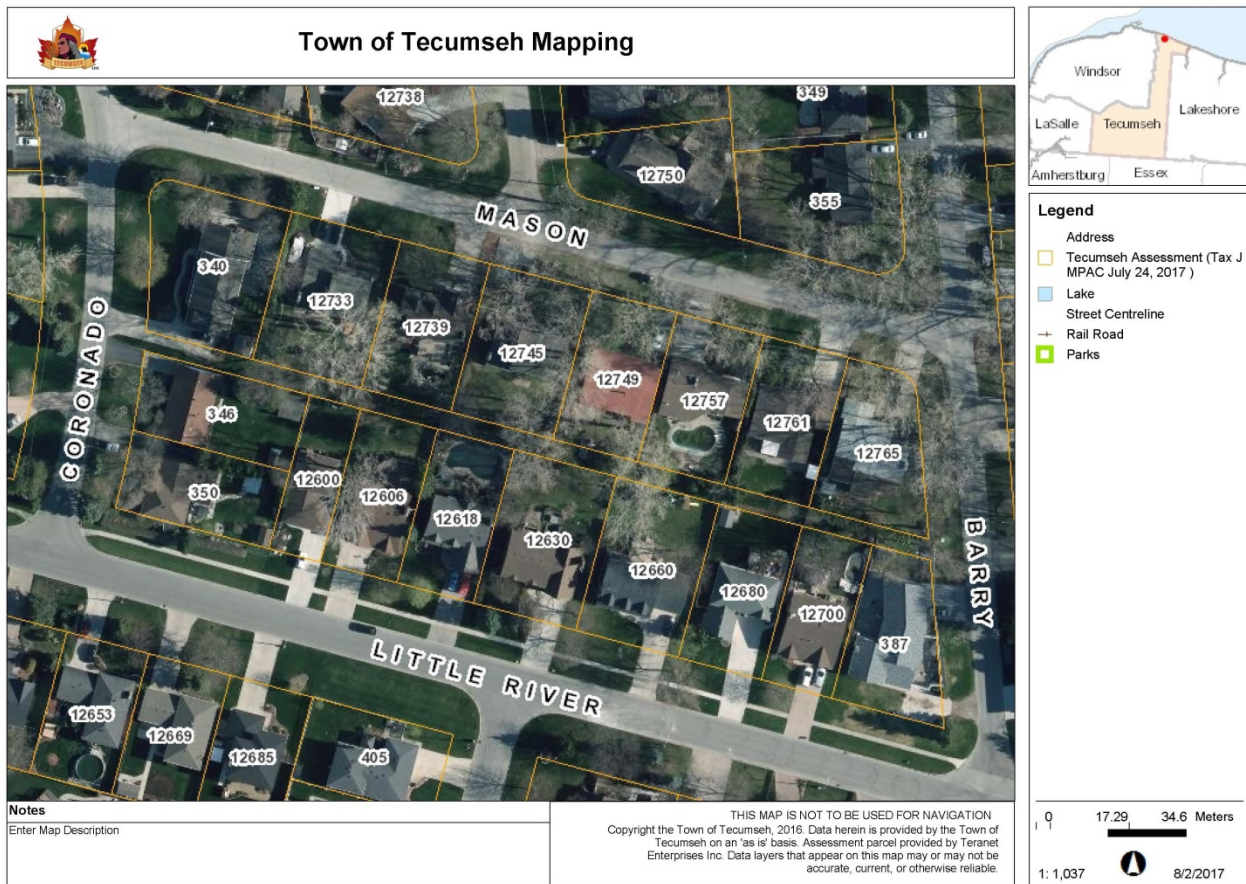
Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

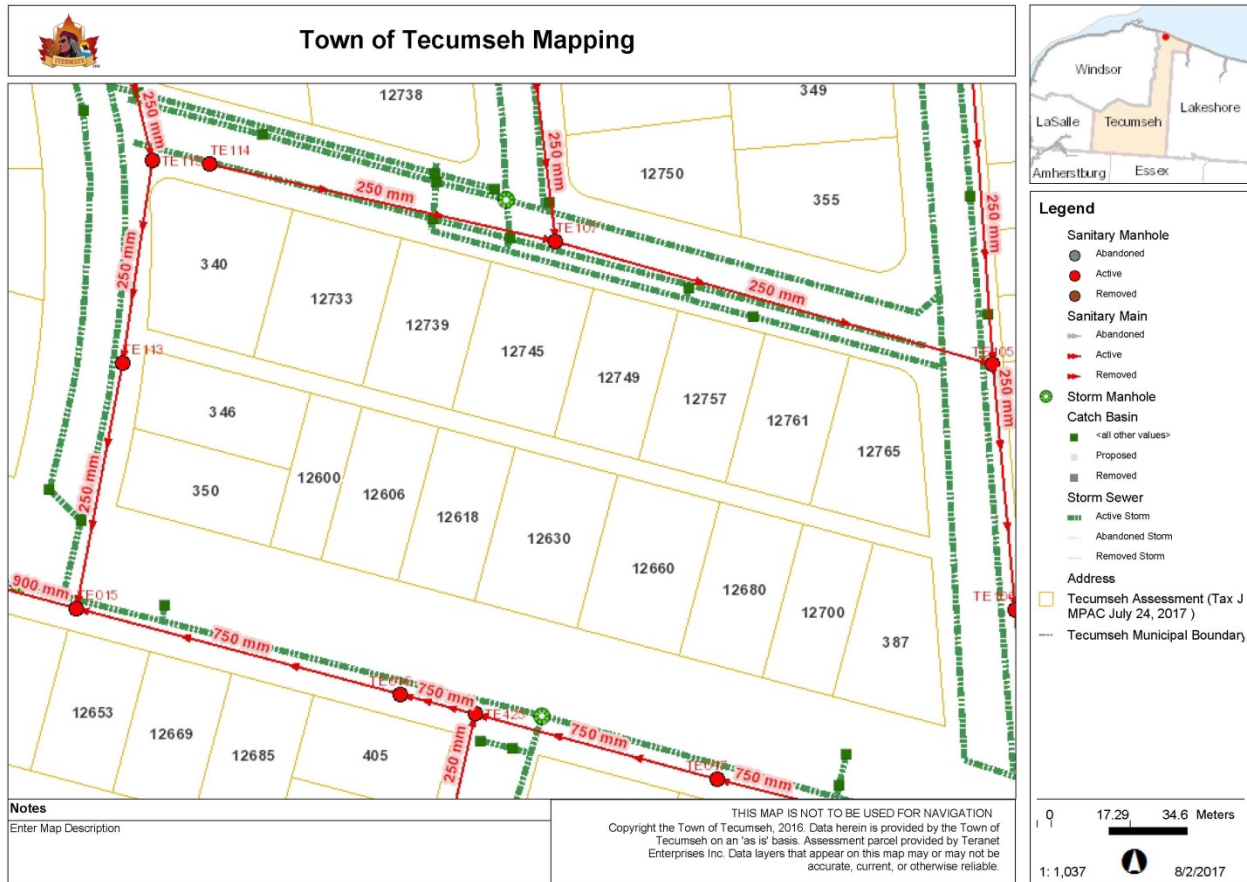
Attachment(s): 1. Map of Subject Alley
 2. Map of Municipal Service Area

LM

Appendix 1



Appendix 2





THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 26/17

TO: Policies & Priorities Committee

FROM: Laura Moy, Director Corporate Services & Clerk

DATE OF REPORT: May 30, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Procedural By-law Review and Revisions

RECOMMENDATIONS

It is recommended that:

1. Corporate Services & Clerks Report No. 26/17 regarding a review of the Procedural By-law and recommended revisions, be received; and that
2. The recommended revisions in the Report be accepted and the Clerk be authorized to prepare a by-law to formally approve the changes to the Town's Procedural By-law No. 2008-69, as previously amended.

BACKGROUND

Section 238(2) of the Municipal Act, 2001 S.O. 2001 Chapter 25, as amended, (Municipal Act) requires that every municipal council adopt a procedural by-law for governing the calling, place and proceedings of its meetings; and (2.1) provide for public notice of meetings.

On October 28, 2008 Council adopted By-law No. 2008-69 governing the proceedings of Council and its Committees, the conduct of its members and the calling of meetings. By-law No. 2008-69 repealed all previous by-laws governing meetings.

By-law No. 2008-69 was subsequently amended by By-law No. 2009-78 to require meeting agendas to be delivered no less than five (5) days before the day appointed for holding the meeting and by By-law No. 2011-22 amending the Order of Business of Council. By-law No. 2008-69 with its amendments will hereafter be referred to as the "Procedural By-law."

The Modernizing Ontario's Municipal Legislation Act, 2017 (Bill 68) received Royal Assent on May 30, 2017. Bill 68 changes will come into effect in phases, with some provisions coming into force on Royal Assent and most changes coming into force on a date to be proclaimed.

Bill 68 amends the Municipal Act, 2001, Municipal Elections Act, Municipal Conflict of Interest Act, and other legislation under three key themes:

1. enhance municipal accountability and transparency,
2. promote municipal financial sustainability; and
3. help ensure responsive and flexible municipal governments.

As a result of the amendments to the Municipal Act, changes to the Town's Procedural By-law ought to be considered and are outlined in this report. Additionally, the Procedural By-law has been reviewed and amendments are recommended to reflect current practices, to provide clarity and for meeting efficiencies.

COMMENTS

For the purpose of this report and clarity, Sections of the Municipal Act, Municipal Elections Act, Municipal Conflict of Interest Act, and Bill 68 that are referenced in this report and taken directly from each piece of legislation will be shown in italics.

Recommended amendments to the Procedural By-law have been indented where possible.

Definitions

The Procedural By-law contains a number of definitions to provide clarity and understanding of terms referenced throughout the by-law, some of which are based on definitions found in the Municipal Act for consistency and legislative compliance.

Bill 68 provides for an amendment to the definition of **Meeting** on a day to be named by proclamation of the Lieutenant Governor. The definition of **Meeting** will be amended under Section 238(1) of the Municipal Act to the following, which is also recommended as an amendment to the Procedural By-law to provide greater clarity:

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them where:

- a) a quorum is present and*
- b) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision making of the council, local board or committee.*

The current definition is “any regular, special or other meeting of a Council, Committee or Local Board.”

The current definition of **Clerk** “means the Clerk of the Town of Tecumseh.” The Clerk is not always able to attend meetings and often appoints other staff to attend Committee meetings in his/her place. It is recommended the definition be amended by adding

and shall include a Deputy Clerk or anyone designated by the Clerk to carry out duties of the municipal clerk” to capture when the Clerk may not be present at a meeting.

Chair is referenced throughout the Procedural By-law but is not defined. The following definition is recommended to be added:

“Chair” shall mean the person presiding over a Council Meeting, Committee Meeting or Meeting of the Local Board.

Inaugural Meeting

An amendment to Section 4 a) **Inaugural Meeting** is recommended to the Procedural By-law, in part, as a result of an amendment to the Municipal Elections Act. Bill 68 changes the term of office for the 2018-2022 Council to end on November 14, 2022.

Paragraph 6(1) of the Municipal Elections Act now provides that ‘*The term of all offices to which this Act applies is four years, beginning on November 15 in the year of a regular election.*’

As a transition to this change 6(2) states that '*Despite subsection (1), with respect to the 2018 regular election, the term of all offices to which this Act applies shall begin on December 1, 2018 and end on November 14, 2022.*'

Accordingly, the following amendment is recommended to Section 4a) of the Procedural By-law:

- i. The inaugural meeting of Council, after the 2018 regular election, shall be held on the first Tuesday in December at 7:00 pm in the Council Chambers of the Tecumseh Town Hall located at 917 Lesperance Road.
- ii. The inaugural meeting of Council, after the 2022 regular election and regular elections thereafter, shall be held on the first Tuesday that next follows November 15 at 7:00 pm in the Council Chambers of the Tecumseh Town Hall located at 917 Lesperance Road.
- iii. The Clerk shall call the inaugural meeting to order and chair the meeting until the Mayor-elect has taken the Oath of Office. The Mayor shall then assume the chair.

Closed Meetings

Section 239(2) of the Municipal Act provides authority for '*a meeting or part of a meeting may be closed to the public when the subject matter being considered is,*

- (a) *the security of the property of the municipality or local board;*
- (b) *personal matters about an identifiable individual, including municipal or local board employees;*
- (c) *a proposed or pending acquisition or disposition of land by the municipality or local board;*
- (d) *labour relations or employee negotiations;*
- (e) *litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;*
- (f) *advice that is subject to solicitor-client privilege, including communications necessary for that purpose;*
- (g) *a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act*

On a day to be named by proclamation of the Lieutenant Governor, subsection 239(2) will be amended by adding the following subject matters for which a meeting or part of a meeting may be closed to the public, which are also recommended to be added to the Procedural By-law in paragraph 4. f) upon proclamation:

- h) *information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;*
- i) *a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*
- j) *a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;*
or
- k) *a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.*

Notice of Meetings

Section 238(2.1) of the Municipal Act requires the Procedural By-law to provide for public notice of meetings. Paragraph 8 e) of the Procedural By-law sets out the process and timelines for “delivery of agendas” which does not fully address the public notice requirement. The manner in which notice is given for meetings is currently set out in the Notice By-law No. 2003-06.

For greater compliance with the Section 238(2.1), it is recommended that paragraph 8 e) “Delivery of Agendas” be deleted and the following notice provisions be included in the Procedural By-law which are in keeping with the Notice By-law and other legislative notice requirements.

The current practice of posting a preliminary agenda as directed at the Policies & Priorities Committee Meeting held November 30, 2015 has also been incorporated into the proposed amendment.

1. The Clerk shall post on the municipal website notice for all Council, Committee and Local Board Meetings established by Council and such posting serves as notice of the Meeting to the public as required by the Act.
2. Prior to the first Meeting in January of each year the Clerk shall post on the Corporation’s website the schedule for all regular Council Meetings for the calendar year.
3. The Clerk shall give at least twenty-four (24) hours’ notice to the public of all special Meetings of Council, Committee and Local Board Meetings and post an agenda.
4. The Clerk shall post on the Corporation’s website a preliminary agenda for each regular meeting of Council not less than seven (7) days in advance of the day appointed for holding the Meeting which posting may also serve as notice to the public of the Meeting.
5. The Clerk shall post on the Corporation’s website the full and complete agenda for each Council, Committee and Local Board Meeting not less than five (5) days in advance of the day appointed for holding the Meeting which posting may also serve as notice to the public of the Meeting.
6. Where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, the Clerk shall cause such notice to be published in a newspaper in addition to posting on the Corporation’s website.
7. Where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, such notice shall be provided in the timeframe prescribed in the said statute, or its regulations, and if not so prescribed, notice shall be given at least four (4) calendar days prior to the proposed action being taken.
8. The Corporation’s annual budget shall be adopted by by-law at a regular Council Meeting and the Clerk shall provide a minimum of four (4) days’ notice by posting the notice on the municipal website and publishing the notice in a local newspaper. Normal operating costs incurred prior to the adoption of the annual budget shall not require notice, and approval of such expenditures shall be deemed ratified upon the adoption of the annual budget.

9. Unless otherwise prescribed, where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, the form of the notice shall include the following information:
 - a. a description of the purpose of the meeting, or the purpose and effect of the proposed bylaw;
 - b. the date, time and location of the meeting;
 - c. where the purpose of the meeting or proposed by-law is related to specific lands within the municipality, a key map showing the affected lands; and
 - d. the name and address of the person who will receive written comments on the issue that is the subject of the meeting and the deadline for receiving such comments.
10. Nothing in this by-law shall prevent the Clerk from using more comprehensive methods of notice or providing for a longer notice period.
11. Lack of receipt of notice or failure to comply with the notice provisions of this by-law shall not invalidate the holding of the Meeting or any decision of Council or a Committee made at the Meeting.

Order of Proceedings at a Meeting of Council, Local Board or Committee

The Procedural By-law currently allows for thirty (30) minutes before a Meeting may be adjourned due to a **lack of quorum** under paragraph 8 b). It is recommended that this time be reduced to fifteen (15) minutes. While Committee and Local Board members are aware of the Meetings they are to attend and given reminder notices, in addition to the required notice, often there are not sufficient members present to call a Meeting to order inconveniencing other members and staff. On occasion members may also vacate a Meeting.

The following change is proposed to when a Meeting shall stand adjourned if **no quorum** is present.

- b) If no quorum is present fifteen (15) minutes after the time appointed for the Meeting, the Clerk shall record the names of the members present and the Meeting shall be adjourned. At any time a Meeting loses its quorum, the meeting must be immediately adjourned.

It should also be noted that on a day yet to be named by proclamation of the Lieutenant Governor, section 238 (3.1) and (3.2) of the Municipal Act will come into effect.

Electronic participation

(3.1) The applicable procedure by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is open to the public to the extent and in the manner set out in the by-law provided that any such member shall not be counted in determining whether or not a quorum of members is present at any point in time.

(3.2) The applicable procedure by-law shall not provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is closed to the public

Some municipalities currently have provision in their Procedural By-laws for electronic meeting participation. The foregoing amendment to the Act will provide authority and regulations for electronic participation in Meetings that are open to the public, only, when it is proclaimed.

The **Order of Business for Council Meetings** set out in in paragraph 8 c) is recommended to be amended to remove “Prayer” and replace it with “Moment of Silence.” Reciting of the Lord’s Prayer was discontinued after an April 2015 decision by the Supreme Court of Canada after it ruled the municipal council in the Quebec town of Saguenay cannot open its meetings with a prayer. In a unanimous decision, the country's top court said reciting a Catholic prayer at council meetings infringes on freedom of conscience and religion.

The **Order of Business for Special, Public and Closed Meetings** is not currently set out in the Procedural By-law and therefore the following is recommended to be added:

1. Call to Order
2. Roll Call
3. Disclosure of Pecuniary Interest
4. Delegations
5. Communications
6. Reports
7. Adjournment

Disclosure of Pecuniary Interest

Bill 68 provides for the following changes to the Municipal Conflict of Interest Act which will come into effect upon proclamation by the Lieutenant Governor.

Written statement re disclosure

5.1 *At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be.*

Influence

5.2 *(1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter that is being considered by an officer or employee of the municipality or local board, or by a person or body to which the municipality or local board has delegated a power or duty, the member shall not use his or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter.*

Exception

(2) However, if a municipality delegates a power to suspend the remuneration paid to a member under subsection 223.4 (5) of the Municipal Act, 2001 or subsection 160 (5) of the City of Toronto Act, 2006 to a person or body, and the person or body is considering exercising that power with respect to a member, subsection (1) of this section does not prevent the member from attempting to influence any decision or recommendation of the person or body that results from consideration of the matter

Requirement to establish registry

6.1 *(1) Every municipality and local board shall establish and maintain a registry in which shall be kept,*
(a) a copy of each statement filed under section 5.1; and
(b) a copy of each declaration recorded under section 6.
(2)The registry shall be available for public inspection in the manner and during the time that the municipality or local board, as the case may be, may determine

While the above-referenced sections are not yet in effect, in keeping with the Town's commitment to accountability and transparency, it is recommended that the Procedural By-law include provision for written disclosure and the keeping of a registry available for public inspection through the Town's website.

Delegations

Amendments to **Delegations** in paragraph 14 d) are proposed by adding the following additional paragraphs to describe and provide clarity on matters and circumstances which are not appropriate for presentation to Council. The proposed amendments also address meeting decorum and processes.

- 5) The Clerk in consultation with the Mayor and CAO has authority to deny Delegation requests under the following circumstances:
 - i. The request is not submitted within the time required in Paragraph 14 d) 1) of this By-law;
 - ii. No written submission together with handouts or materials is provided with the request or the submission is incomplete;
 - iii. The subject matter is deemed to be beyond the jurisdiction of Council;
 - iv. The issue is specific to a labour/management dispute, or other matter properly held in closed session;
 - v. The issue has been or is to be considered by the Committee of Adjustment;
 - vi. Council has previously considered or made a decision on the issue and a Delegation has appeared before Council with respect to the same issue previously considered or decided by Council within a period of twelve (12) months following the date on which the issue was last considered or decided by Council;
 - vii. Council previously indicated it will not hear further from this Delegation; or
 - viii. The issue should be referred to Administration for action.
- 6) A Delegation shall not be received by Council on matters relating to litigation or potential litigation affecting the Corporation, including matters which are before and under the jurisdiction of any court or tribunal, unless such matter is referred to Council by the said court or tribunal, in the alternative, Council deems the matter to be sufficiently important to allow the Delegation to be heard.
- 7) If applicable, Delegations shall provide a copy of their presentation to the Clerk seven (7) days in advance of the meeting at which they will be appearing. If using presentation software, such as PowerPoint, Delegations shall provide an electronic version to the Clerk, which shall be uploaded onto a Town-supplied laptop that Delegations may use during the Meeting. Presentation materials shall be attached to the circulated Agenda, whenever possible.
- 8) Delegations shall not distribute printed materials during the Meeting. All printed materials must be submitted to the Clerk prior to the commencement of the Meeting.
- 9) The display of placards and signs is not permitted during a Meeting.
- 10) The Clerk will only circulate material that complies with the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- 11) Delegations will be scheduled in an order to be determined by the Clerk.
- 12) Delegations shall address their remarks through the Chair.

- 13) Delegations shall confine their remarks to the business stated in the written notice given to the Clerk.
- 14) Except on matters of order, Members shall not interrupt a Delegation while he/she is addressing Council, the Committee or Local Board.
- 15) Members may address a Delegation only to ask questions and not to express opinions or enter into debate or discussion.
- 16) Once a motion to receive the presentation or to decide on the matter or to provide direction, has been moved and seconded, no further representation or questions of the Delegation shall be permitted.
- 17) The Chair may curtail any Delegation, any questions of a Delegation or debate during the presentation, as a result of disorder or other breach of the Procedural By-law. If the Chair rules that the Delegation is concluded, the person or persons appearing before Council shall withdraw from the table.

Electronic Recordings and Photographs

The public is often in attendance at Meetings and wish take photographs of family and friends being recognized by the Members or receiving awards. The media are also regularly in attendance to report on Meeting activities and decisions of Council.

To address these circumstances the following new paragraph is recommended under Section 14 General to allow for electronic recording of Meetings, or to take photographs, provided the public or media do not interfere with the Meeting proceedings or interfere with the Corporation's recording of Council Meetings.

Any person may make an electronic recording of Council, Committee or Local Board Meetings or take photographs provided that the activity does not, in the opinion of the Chair, interfere with the Meeting proceedings or interfere with the Corporation's recording of Council Meetings.

CONSULTATIONS

Ministry of Municipal Affairs (MMA)
Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO)

FINANCIAL IMPLICATIONS

There is no financial implication for amending the Procedural By-law.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh’s plans and priorities.	
4.	Steward the Town’s “continuous improvement” approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town’s leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Laura Moy, Dipl. M.M, CMM III HR Professional
Director Corporate Services & Clerk

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): None

LM



THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services & Treasurer
Report No. 09/17

TO: Policies and Priorities Committee

FROM: Janey Murphy, Purchasing Officer

DATE OF REPORT: June 6, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Amendment to Purchasing Policy No. 17 and Procurement Policies and Procedures By-Law 2006-03

RECOMMENDATIONS

It is recommended that:

1. Purchasing Policy No. 17 as amended is approved; and that
2. The Clerk be authorized to prepare a by-law to formally adopt the amendments to the Town's Purchasing Policy No. 17.

BACKGROUND

Purchasing Policy No. 17 and By-Law 2006-03 Procurement Policies and Procedures (Policy) were approved at the January 10, 2006 RCM (Resolution #16-06). The *Municipal Act 2001*, R.S.O. 2001 c.25 Section 271 requires that a Municipality implement policies with respect to,

- a) The types of procurement processes that shall be used;
- b) The goals to be achieved by using each type of procurement process;
- c) The circumstances under which each type of procurement process shall be used;
- d) The circumstances under which a tendering process is not required;
- e) The circumstances under which in-house bids will be encouraged as part of a tendering process;
- f) How the integrity of each procurement process will be maintained;
- g) How the interests of the municipality or local board, as the case may be, the public and persons participating in a process will be protected;
- h) How and when the procurement process will be reviewed to evaluate their effectiveness; and
- i) Any other prescribed matter.

COMMENTS

Administration reviewed the Policy for impacts occurring from changes in legislation and practice since inception of the Policy. We have attached draft copies of the procurement by-law and Purchasing Policy with the tracked changes to highlight the changes. Revisions include:

- Inclusion of the *Accessibility for Ontarians with Disabilities Act*,
- The addition of the Purchasing Officer position
- Allowing for an electronic purchasing process
- Adjusting the Levels of Contract Approval Authority

The amendments that are being proposed include:

<p>Accessibility for Ontarians with Disabilities Act (AODA)</p>	<p>AODA aims to identify, remove and prevent barriers for people with disabilities. The AODA became law on June 13, 2005 and applies to all levels of government, non-profits, and private sector businesses in Ontario that have one or more employees. We have added an outline of what is required from our contractors and suppliers to Part VI section 4.3 (f).</p>
<p>Expression of Interest Letter (EOI)</p>	<p>The Purchasing Officer will issue an EOI at the request of the initiating Director to determine a set list of users who are capable of providing a particular product or service, when the availability of said product or service is unknown. EOI's do not result in the award of a contract, and usually precede a call for bids and do not request pricing information. EOI's are advertised publicly with a response required by a designated date and time. This section has been added to Part III General Procurement Procedures 3.14.</p>
<p>Canadian European Trade Agreement (CETA) and Canadian Free Trade Agreement (CFTA)</p>	<p>CETA (an international agreement) and CFTA (a domestic agreement) require that procurement processes in Ontario are conducted in a more transparent, open and competitive manner that will help ensure the best value for money in public spending. One key area that is new is the revised and/or expanded rules and procedures around bid posting periods, evaluation criteria and posting of contract information and vendor debriefings. Procurement opportunities will need to be posted for no less than 40 calendar days (6 weeks), unless the bids are posted and received electronically then the time can be reduced to approximately 28 calendar days (4 weeks). The reference to moving to electronic purchasing has been added to Part III section 3.15.</p>
<p>Clarification on two envelope process</p>	<p>This type of procurement process does not award solely on the proposal price but are awarded based on the highest scoring compliant submission on the recommendation of the Evaluation Committee. This is used when the specifications and quality of a product need to be considered before awarding the contract. Price is a consideration during the evaluation and the weight of the proposal price shall vary based on the specific project. Reference to this process had been added to Part III section 3.16.</p>
<p>Purchasing Thresholds govern which procurement process is used, who has approval authority and how bids are obtained.</p>	<p>Administration is recommending adjustment to Levels of Contract Approval Authority (Thresholds) to allow our Management team to source projects in a timely, efficient manner while still securing the best value for the Town. Threshold can be found in Appendix A to the By-Law. The table below outlines existing and proposed values. The proposed adjustments are in line with Threshold used in similar sized municipalities.</p>

Table A – Levels of Contract Approval Authority			
Regular Purchases			
Dollar Value	Procurement Process	Approval Authority	Source of Bids
\$10,000 or less (\$3,000 or less)	No formal quotes required.	Any employee authorized by the Department Director	Purchase from the competitive marketplace where possible and practicable
\$10,000 to \$50,000 (\$3,000 - \$15,000)	Informal Quotation - written quotation required	Department Director	3 written quotes to be obtained
\$50,000 to \$500,000 (\$15,000 to \$75,000)	Formal Quotation - written quotation required by Request for Quotation/ Proposal/Tender	Department Director & Purchasing Coordinator or Chief Administrative Officer	Advertised in papers and/or website and/or direct invitation
\$30,000 to \$75,000	Written quotation required by Request for Tender/Proposal	Department Director and Purchasing Coordinator	Advertised in papers and/or website
Greater than \$500,000 (Greater than \$75,000)	Written quotation required by Request for Tender/Proposal/ Quotation	Town Council	Advertised in papers and/or website and/or direct invitation
Direct Negotiation			
Less than \$100,000		Department Director & Purchasing Coordinator or Chief Administrative Officer	
Greater than \$100,000 (Greater than \$30,000)	Direct negotiation as a result of single or sole source	Town Council	
Irregular Result			
Less than \$100,000		Department Director & Purchasing Coordinator or Chief Administrative Officer	
Greater than \$100,000 (Greater than \$30,000)	Irregular result	Town Council	

Notes:

Values in red are the old numbers
 Information in blue is additional verbiage

CONSULTATIONS

Director Financial Services & Treasurer
 Director Corporate Services & Clerk

FINANCIAL IMPLICATIONS

There are no financial implications at this time. There may be costs for e-tendering which will be considered in a separate report.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Janey Murphy
Purchasing Officer

Reviewed by:

Luc Gagnon CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Draft procurement by-law
 2. Draft Purchasing Policy

JM

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER ~~2006~~2017-03xx

Being a by-law to govern procurement policies and procedures

WHEREAS Section 271 of the Municipal Act, 2001, S.O. 2001, c.25 imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the Town of Tecumseh subject to certain exceptions as set out herein;

AND WHEREAS the Council of the Corporation of the Town of Tecumseh deems it expedient to enact this by-law to make provisions to govern the procurement of all goods and services within the municipality of Tecumseh.

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh enacts as follows:

SHORT TITLE

This By-law may be cited as the Town of Tecumseh “Purchasing By-law”.

PART I – OBJECTIVE

- 1.1 This By-law outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Town of Tecumseh.
- 1.2 The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.

PART II GENERAL PROVISIONS

- 21 Unless otherwise provided in accordance with this By-law, the Department Directors shall act for the Town of Tecumseh for the purchase of all goods and services and shall be responsible for providing all necessary advice and services required for such purchases in accordance with the method of purchase authorized by this By-law and the Purchasing Policy contained herein.
- 22 No purchase of goods and services shall be authorized unless it is in compliance with the Purchasing By-law and the Purchasing Policy contained herein.
- 23 Elected Officials shall not approve or acquire any goods and services.
- 24 Unless otherwise provided in accordance with this By-law and ~~the Purchasing~~Purchasing Policy contained herein, the purchase of all goods and services shall be authorized in accordance with the provisions of Schedule “A” to this By-law.
- 25 No requirement for goods and services may be divided into two or more parts to avoid the provisions of this policy.

- 26 The ~~Purchasing Coordinator Chief Administrative Officer~~, together with the Purchasing ~~Officer~~~~Coordinator~~, are authorized to make and promulgate from time to time administrative policies, procedures and directions respecting:
- i the preparation and development of specifications;
 - ii the requirements and form of bid deposits;
 - iii ~~—~~other securities and documentation required or advisable for sealed bids;
 - ~~iv—~~procedures for the opening, evaluation and recommendation of tenders;
 - v such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this By-law.
- 27 Definitions specific to this By-law are documented in the Purchasing Policy contained herein.
- 28 Disputes shall be resolved as follows:
- i meeting between the bidder and the Department Director,
 - ii if (i) does not lead to a resolution, the decision can be appealed to the Chief Administrative Officer,
 - iii if (ii) does not lead to a resolution, the decision can be appealed to the Town Council.
- 29 This By-law will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five years or more frequently as required.
- 2.10 Goods and services not subject to this By-law are listed in Schedule “B” to this By-law.

PART III **RESPONSIBILITIES AND AUTHORITIES**

RESPONSIBILITIES

- 3.1 Department Directors:
- i have responsibility for all procurement activities within their respective Department and are accountable to achieving best value while following the procurement principles; and have authority to purchase items as outlined in schedule A
 - ii ~~have authority to purchase items not exceeding \$500,000/75,000, subject to approval of the Chief Administrative Officer~~
- 3.2 The Purchasing ~~Officer~~ ~~Coordinator~~ is responsible for:
- i providing professional procurement advice and services to Department Directors;
 - ii monitoring compliance with this By-law;
 - iii reporting to ~~the Purchasing Coordinator Chief Administrative Officer~~ whenever the specifications of a tender call or Request for Proposal cannot be met by two or more suppliers;
 - iv notifying the ~~Purchasing Coordinator Chief Administrative Officer~~, in advance if possible, of non-compliance with this By-law and/or the Purchasing Policy contained herein;
 - v rejecting all purchase requisitions for services where the services could result in the establishment of an employee-employer relationship.

SINGLE/SOLE SOURCING/DIRECT NEGOTIATION

- 3.3 In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the Department Director, with the concurrence of the Purchasing ~~Officer~~~~Coordinator~~, for consideration on the grounds that it is more cost effective or beneficial to the Town; and where the expenditure will exceed ~~\$100,000/30,000~~, approval must be obtained from Town Council prior to negotiations with the single source. The Department Director shall be

responsible for submitting a report detailing the rationale supporting the use of the single source.

- 3.4 If a Department Director requires goods, services or equipment deemed to be available from only one source of supply and where the expenditure will exceed ~~\$100,000~~~~30,000~~ the Department Director, with the concurrence of the Purchasing ~~Officer, Coordinator~~, shall initiate a report to the Town Council requesting that the tendering procedure be waived and that the Department Director be authorized to negotiate with the sole source supplier.

AUTHORITY

- 3.5 Department Directors have the authority to award contracts in the circumstances specified in the Purchasing Policy contained herein provided that the delegated power is exercised within the limits prescribed in Schedule "A" to this By-law, and the requirements of this By-law and the Purchasing Policy are met.

- 3.6 When a Department Director is of the opinion that a "triggering event" ~~has occurred~~~~has occurred~~, the Department Director may authorize the purchase of such goods, services and construction as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation and may award the ~~necessary contract~~~~necessary contract~~ amendment.

The relevant details surrounding the "triggering event" shall be included in a report and submitted to Town Council as soon as possible.

- 3.7 The Town Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996. The Town Clerk shall whenever possible, be guided by the provisions of this By-law and the Purchasing Policy contained herein.

- 3.8 Despite any other provision of this By-law, the following contracts are subject to Town Council approval:

- i any contract requiring approval from the Ontario Municipal Board;
- ii any contract prescribed by Statute to be made by Town Council;
- iii where the cost amount proposed for acceptance is higher than the Town Council approved budget for that expenditure or where the expenditure would result in insufficient remaining funds in the project budget to complete the project as budgeted;
- iv where a substantive objection emanating from the bid solicitation has been filed with the Chief Administrative Officer;
- v an extension of an existing contract where there is no option to extend included in the contract;
- vi where a major irregularity precludes the award of a tender to the supplier submitting the lowest bid, and
- vii where authority to approve has not been expressly delegated.

- 3.9 No appointed officer or employee of the Town will have any interest directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services or in any portion of the profits thereof, or ~~any supplies~~~~any supplies~~ to be used therein, or in any of the monies to be derived therefrom unless such interest has been declared and approved by Council prior to the close of the bid, or in the case of multiple small non-contracted jobs, on an annual basis.

- 3.10 Any contract with the Town, or with any person acting for the Town, and any contract for the supply of goods, materials or services to a contractor for work for which the Town pays or is liable, directly or indirectly, to pay in which a ~~member~~~~of member of~~ Council or any employee of the Town has an undeclared pecuniary interest, directly or indirectly may be voided.

- 3.11 All staff and others participating in the evaluation of proposals shall disclose any conflict of interest prior to the evaluation process and shall not be permitted to influence or participate in the evaluation.
- 3.12 All consultants awarded a contract shall disclose to the Town prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest exists, ~~the, the~~ Town as directed by the Director or Chief Administrative Officer may, at its discretion, withhold the assignment from the consultant until the matter is resolved. Furthermore, if during the conduct of a Town assignment, a consultant is ~~retained~~ ~~byretained by~~ another client giving rise to a potential conflict of interest, then the consultant shall so inform the Town.

PART IV
REQUIREMENT FOR APPROVED FUNDS

- 4.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.
- 4.2 Where goods and services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
- i the identification and availability of sufficient funds in appropriate accounts for the current year within Town Council approved budget; and
 - ii the requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the Town Treasurer, the required funding can reasonably be expected to be made available.

Read a first, second and third time and finally passed this ~~10th-XXth~~ day of ~~July anuary,~~ 200617.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
TO BY-LAW ~~2006~~2017-
~~03XX~~

LEVELS OF CONTRACT APPROVAL AUTHORITY

Note: Sales taxes, excise taxes, goods and services taxes and duties shall be included in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit.

In the case of multi-year supply and/or service contract, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.

Dollar Value	Procurement Process	Approval Authority	Source of Bids
<u>Regular Purchases</u>			
\$ 10,000 3,000 or less	No formal quotes required.	Any employee authorized by the Department Director	Purchase from the competitive marketplace where possible and practicable
\$ 10,000 3,000 to \$ 50,000 15,000	Informal Quotation - written quotation required	Department Director	3 written quotes to be obtained by either phone, fax, advertisement
\$ 50,000 15,000 to \$ 500,000 75,000	Formal Quotation - written quotation required by Request for Quotation/Proposal/ Tender	Department Director & Purchasing Coordinator/Chief Administrative Officer	Advertised in papers and / or website <u>and / or direct invitation</u>
\$30,000 to \$75,000	Written quotation required by Request for Tender/Proposal	Department Director & Purchasing Coordinator/Chief Administrative Officer	Advertised in papers and / or website
Greater than \$ 500,000 75,000	Written quotation required by Request for Tender/Proposal/ <u>Quotation</u>	Town Council	Advertised in papers and / or website <u>and / or direct invitation</u>
<u>Single/Sole Sourcing</u> /Direct Negotiation			
<u>Less than 100,000</u>		<u>Department Director & Purchasing Coordinator or Chief Administrative Officer</u>	
Greater than \$ 100,000 30,000	Direct negotiation as a result of single or sole source	Town Council	
<u>Irregular Result</u>			
<u>Less than 100,000</u>		<u>Department Director & Purchasing Coordinator or Chief Administrative Officer</u>	
Greater than \$ 100,000 30,000	Irregular result	Town Council	

SCHEDULE "B"
TO BY-LAW
2006~~2017-03xx~~

GOODS AND SERVICES NOT SUBJECT TO THIS BY-LAW

1. Petty cash items
2. Training and education including:
 - i ~~C~~onferences, courses, seminars, ~~conventions~~professional development, staff development/workshops
 - ii magazines and periodicals
 - iii -memberships
 - iv—staff relations
- 3 Refundable employee expenses including:
 - i cash advances
 - ii— meal allowances, accommodation and travel expenses
- 4 Employer's general expenses including:
 - i payroll deduction remittances
 - ii medicals
 - iii insurance premiums
 - iv—tax remittances
 - v grants to agencies
 - vi payments of damages
 - vii charges to/from other Government or Crown Corporations
- 5 Licenses, certificates, and other approvals required
- 6 Ongoing maintenance for existing computer hardware and software
- 7 Professional and special services including:
 - i additional non-recurring accounting and auditing services
 - ii— banking services where covered by agreements
 - iii public debenture
 - sales ~~iv~~x group benefits
 - v realty services regarding the lease, acquisition, demolition, sale of land and appraisal of land
 - vi consulting services
 - ~~vii~~ vii— policingservices
- 8 Advertising services required by the Town on or in but not limited to radio, television, newspaper and magazines
- 9 Utilities
 - i postage
 - ii water, sewer and hydro charges
 - iii—internet
 - ii

**TOWN OF TECUMSEH
PURCHASING POLICY**

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PURCHASING POLICY**

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**TOWN OF TECUMSEH
PURCHASING POLICY**

**PART I
INTERPRETATION**

1.1 DEFINITIONS

In this policy, unless a contrary intention appears,

“accountability” means having responsibility to account for ones conduct in an explicable and understandable manner;

“agreement” means a formal written legal agreement or contract [that binds the Town of Tecumseh and all other parties](#) for the supply of goods, services, equipment or construction;

“best value” means the optimal balance of performance and cost determined in accordance with the pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset;

“bid deposit” means currencies, certified cheques, bond surety issued by a surety company or other form of negotiable instrument to ensure the successful bidder will enter into an agreement;

“certificate of clearance” from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace and Insurance Board certifying that the Board waives its rights under subsection 9(3) of the Workers’ Compensation Act, R.S.O. 1990, Chapter W.11;

“contract” means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction;

“contract record” is a document which outlines the terms and conditions of the agreement;

“declaration respecting Workers Compensation Act, R.S.O. 1990/Corporation Tax Act” means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporation Tax Act, R.S.O., 1990;

**TOWN OF TECUMSEH
PURCHASING POLICY**

“Department Director” shall mean the Director of any department for the Town or designate(s);

“Electronic Bid Submission” or E-Bid Submission is the electronic transfer of a proposal, tender or quotation bid data between a potential supplier and contracting authority.

“Electronic Purchasing” refers to an internet based process wherein the complete tendering process from advertising to receiving and submitting tender related information are done online

“emergency” means a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the residents of the Town of Tecumseh, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level;

“executed agreement” means a form of agreement, either incorporated in the bid documents or prepared by the Town or its agents, to be executed by the successful bidder and the Town;

“insurance documents” means certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the Town’s insurance requirements as contained in the bid documents;

“irregular result” means that in any procurement process where competitive bids or proposals are submitted and any of the following has occurred or is likely to occur:

- i. the lowest responsive bid or proposal exceeds the estimated cost or budget allocation;
- ii. the lowest responsive bid or proposal contains an irregularity as described in Appendix “A”;
- iii. the specifications of a tender call or request for proposal cannot be met by two or more suppliers; or
- iv. concurrence cannot be achieved between the Department Director and the Purchasing ~~Coordinator~~Officer ~~Coordinator~~

“irregularities contained in bids” is defined in Appendix “A” and includes the appropriate response to those irregularities;

“irrevocable letter of credit” means an irreversible or unalterable commitment on the part of a Chartered Bank that is contained on the Town’s standard letter of credit form, to pay the Town a sum of money on demand.

“labour and material bond” means a bond issued by a surety company to ensure that the contractor will pay his or her suppliers and thereby protects the Town against items that might be granted to supplier should the contractor not make proper payments;

“letter of agreement to bond” means a letter or other form issued by a bonding agency licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds;

“negotiation” means conferring with one or more vendors to reach an agreement on needed goods or services under the conditions outlines in this policy;

“performance bond” means a sum of money put up as a guarantee by a surety company that the named Vendor will perform in accordance with the contract;

[“Purchasing Coordinator is the Treasurer or his/her designate](#)

[“Purchasing Officer” reporting directly to the Treasurer will manage and coordinate procurement for the municipality in accordance with the competitive bidding law, current regulation, the Municipality’s Purchasing By-law and industry best practices.](#)

“quotation” means a request for prices on a specific goods and/or services from selected vendors that are submitted verbally, in writing or transmitted by facsimile as specified in the Request for Quotation;

“record of tender” is an excel spread sheet that is used at the tender opening to record the names of the contractors who have submitted bids, the cost excluding HST and if a bid deposit was submitted with the bid.

“request for information” is used prior to issuing a tender call as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs. The response may be subject to further requests;

“request for prequalification” means a formal Town solicitation for details on suppliers backgrounds, capabilities and resources, and the goods or services they are offering, such information shall be used to pre-qualify suppliers and/or their goods and services to be invited to submit bids;

[“sealed bid” is a document enclosed in a sealed envelope and is submitted in a response to invitation to bid. Sealed bids received up to a deadline date are generally opened at a stated time and place usually in the presence of anyone who may wish to be present and evaluated for award of a contract](#)

“single source” means a supplier of particular goods or services that has been identified based on the criteria outlined herein;

“sole source” means the only supplier of particular goods or services;

“tender” means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids;

“Town” shall mean the Corporation of the Town of ~~Tecumseh~~:Tecumseh;

“transparency” means the condition of being easily seen through, discerned, evident or obvious in a way that is understandable, frank and open to all persons;

“triggering event” means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk or serious or prolonged risk to persons or property;

“unsolicited offer” means an offer to supply goods or services to the Town which was not asked for and which may or may not represent a thing of value to the Town;

“value analysis” typically refers to a life cycle costing approach to valuing a given alternative, which calculates the long-term expected impacts of implementing the particular option;

**TOWN OF TECUMSEH
PURCHASING POLICY**

**PART II
GENERAL PROCUREMENT POLICY**

2.1 PROCUREMENT DOCUMENTATION

- a) In order to maintain consistency, guidelines shall be provided to Department Directors on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- b) Procurement documentation shall avoid use of specific products or brand names.
- c) Notwithstanding Subsection 2.1b) a Department Director may specify a specific product, brand name or approved equal for essential functionality purposes to avoid unacceptable risk or for some other valid purpose. In such instances, the Department Director and the Purchasing ~~Officer~~ Coordinator shall manage the procurement to achieve a competitive situation if possible.
- d) Department Directors shall:
 - i. give consideration to the need for value analysis comparison of options or choices,
 - ii. ensure that adequate value analysis comparisons are conducted to provide assurance that the specification will provide best value, and
 - iii. include the value analysis documentation in the procurement file.

**TOWN OF TECUMSEH
PURCHASING POLICY**

**PART III
GENERAL PROCUREMENT PROCEDURES**

3.1 OBJECTIVES

The Town's overall purchasing objectives are as follows:

OBJECTIVE 1: Corporate Efficiency

Purchases must be for unique Departmental requirements such that corporate purchasing power or standardization is not a factor in costing. Requirements cannot be split in order to qualify for this process.

OBJECTIVE 2: Competitive Process

A competitive process is undertaken whereby the most open bidding process practicable for the acquisitions of goods and services is used. Care must be taken as to how bids are sought, bidder's lists are maintained and how competition is encouraged.

OBJECTIVE 3: Open Process

Departmental needs are communicated to bidders, who are able to bid on goods or services they are qualified to provide. There should be no limitation of bids to an established listing.

OBJECTIVE 4: Transparent Process and Accountability

The process is undertaken based on clear definition of the product or service requirement, and a clear outline of the review and criteria to be undertaken. The decision to choose a bidder will be based solely on the requirements as documented, the bidder document, and the application of the review criteria. The same decision should be arrived at each time given the same set of facts, which will facilitate the dispute resolution process.

OBJECTIVE 5: Fair Process

The process will be fair, such that no action is undertaken by Town staff to allow any given bidder an unfair advantage. This does not however, require Town action to ensure that existing conditions are changed to ensure that any conversion costs from an incumbent to another supplier are ignored in an evaluation – it is in the best interest of the Town to ensure that such “leveling of the playing field” is not required.

**TOWN OF TECUMSEH
PURCHASING POLICY**

OBJECTIVE 6: Insurance and Risk Management

WSIB certificates of clearance, where required, must be obtained at the commencement of the project and periodically as the work is completed. The Performance and Labour and Material Bonds are to be maintained and updated throughout the contract and released upon completion.

OBJECTIVE 7: Authorization of Capital Works

References to budget must be made to ensure that there are sufficient funds to pay for the contract and the project is part of the budget allocation.

OBJECTIVE 8: Standardization

In order to assist in ensuring that legal and insurance risks are controlled, standard formats should be followed for Requests for Quotation, Tender and Proposal, where possible. These formats will be updated as appropriate.

OBJECTIVE 9: Environmental Considerations

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

OBJECTIVE 10: Total Cost Consideration

In evaluating quotations, tenders and proposals, consideration is to be given, wherever possible, to the total cost of acquisition, repair, staff training, operation and disposal rather than only the lowest invoice price to ensure the best value is being obtained for the price to be paid.

**TOWN OF TECUMSEH
PURCHASING POLICY**

3.2 DIRECTOR PURCHASE

- a) Refers to the ordering and purchase of goods and service from a supplier with or without negotiation.
- b) Generally used for the purchase of normal ongoing supplies, equipment and service that is repetitive in nature.
- c) Supplier is selected at the discretion of the Department Director, or designate.
- d) For purchases under \$200:
 - i. Petty cash funds may be used where immediate payment is required upon receipt of goods.
 - ii. All petty cash disbursements shall be evidenced by proof of purchase/receipt.
 - iii. Should only be used when it is not feasible to use a credit card and is not practical to be invoiced for the good or service.
 - iv. No quotes are required.
- e) For purchases between \$200 and ~~\$10,000~~\$3,000:
 - i. Departments have authority to make purchases in such an amount to meet the requirements of the Department.
 - ii. All such purchases shall be supported by invoices or delivery slips initialed as approved by the Department Director, or designate.
 - iii. No quotes are required; informal quotations may be used where it is in the interest of the Corporation to do so.

3.3 INFORMAL QUOTATION (Greater than ~~\$10,000~~\$3,000 but not greater than ~~\$50,000~~\$15,000)

- a) Refers to a competitive process where suppliers are requested to submit quotations on specific goods or service. This process does not involve advertising, receipt of sealed bids or the preparation of formal quotation documents.
- b) Generally used where the specifications for the goods and service are clearly defined and the terms of purchase have been established.
- c) The Department Director, or designate, shall consider the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.

**TOWN OF TECUMSEH
PURCHASING POLICY**

- d) The Department Director, or designate, shall obtain a minimum of three (3) bids either by way of phone, e-mail, fax or similar communication method, vendor advertisements or vendor catalogues. The award of the contract shall be to the lowest bid, in keeping with the specifications. Evidence of the selected informal quotation shall be attached to the invoice.
- e) The Town reserves the right to accept or reject any submission.

3.4 FORMAL QUOTATION (Greater than \$~~50,000~~~~15,000~~ but not greater than \$500,000)

- a) Refers to a competitive process where suppliers are requested to submit quotations on specific goods or service.
- b) Generally used where the specifications for the goods and service are clearly defined and the terms of purchase have been established.
- c) The formal process includes:
 - i. The preparation of a quotation document, which provides the prospective suppliers with clear instructions, specifications, terms and conditions.
 - ii. A quotation form on which bids can be submitted.
 - iii. A clear indication of the final time and place for the receipt of bids.
 - iv. Notice, by the requesting department, of the Request for Quotation will be advertised in at least one local newspaper and/or the Town's web site. The Request for Quotation may also be sent directly to vendors.
- d) The Department Director shall consider the relevant specifications, budget authorization, approval authority, and terms and conditions for the purchase of goods, services or construction.
- e) The Department Director shall obtain a minimum of three (3) bids. The award of the contract shall be to the lowest quote in keeping with the specifications
- f) The Department Director, in consultation with the Purchasing Officer, shall prepare a report outlining a summary of the bids and recommend the award of the contract to the lowest responsive quote, subject to the specifications and contractor performance,
 - i. Where the value is under \$~~500,000~~ ~~75,000~~ to the Purchasing Coordinator ~~Officer~~ ~~Coordinator~~ and Chief Administrative Officer, for approval
 - ii. Where the value is over \$~~500,000~~ ~~75,000~~ to Council, for approval.
- g) The Town reserves the right to accept or reject any submission.

**TOWN OF TECUMSEH
PURCHASING POLICY**

3.5 REQUEST FOR TENDER

- a) Refers to a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit bids in response to an advertisement requesting sealed tenders.
- b) Generally used where:
 - i. More than one supplier or contractor are considered capable of meeting the requirement;
 - ii. The requirement can be precisely defined for which a clear or single solution exists;
 - iii. Bids can be submitted on a common pricing basis, and
 - iv. Best value for the Town can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- c) The Tender process includes:
 - i. Contractor and supplier pre-qualification, (if applicable)
 - ii. Development of specifications and contract terms,
 - iii. Publication and solicitation of tenders,
 - iv. Receiving and opening of bids, and
 - v. Bid evaluation and selection.
- d) The Tender documents will contain at least the following:
 - i. Name of the tender, closing date and time and contact person,
 - ii. Non-technical information that advises the potential bidders of the general terms and conditions that applies to the tender of goods and/or services,
 - iii. The requirement for bidder to provide either a performance guarantee/financial guarantee in the form of a bid deposit, irrevocable letter of credit, or bond (performance, labour, and/or material)
 - iv. Specifications detailing the nature, scope and extent of the goods and/or services required,
 - v. Tender form, which when properly completed and signed is a legal offer by the bidder to carry out the tendered work. The tender form should include an acknowledgement from the bidder that he has reviewed and understands all of the tender documents and is prepared and capable of carrying out the contemplated works.
 - vi. Notice, by the requesting department, of the Request for Tender will be advertised in at least one local newspaper and/or the Town's web site.

**TOWN OF TECUMSEH
PURCHASING POLICY**

- e) The Department Director shall consider the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.
- f) The Department Director, in consultation with the Purchasing Officer, shall prepare a report outlining a summary of the bids and recommend the award of the contract to the lowest responsive quote, subject to the specifications and contractor performance,
 - i. Where the value is under ~~\$500,000 75,000~~ to the Purchasing Coordinator ~~Officer~~ ~~Coordinator~~ and Chief Administrative Officer, for approval
 - ii. Where the value is over ~~\$500,000 75,000~~ to Council, for approval.
- g) With respect to all reports initiated for tenders, there shall be a report on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate.
- h) The Town reserves the right to accept or reject any submission.

3.6 REQUEST FOR PROPOSAL

- a) Refers to a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit a creative solution to a problem, requirement or objective. The selection of the successful proponent is based on the effectiveness of the proposed solution rather than on price alone.
- b) Generally used where:
 - i. the requirement is best described in a general performance specification;
 - ii. there may be negotiations with one or more bidders with respect to any aspect of the agreement,
 - iii. innovative solutions are sought; and
 - iv. to achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- c) The Request for Proposal process may include:
 - i. Contractor and supplier qualification (if applicable),
 - ii. Development of desired outcome to a stated problem, requirement or objective,
 - iii. Publication and solicitation of RFP,
 - iv. Receiving and opening of RFP, and

**TOWN OF TECUMSEH
PURCHASING POLICY**

- v. Notice, by the requesting department, of the Request for Proposal in the local newspaper and/or the Town's web site.
- vi. RFP evaluation and selection.
- d) The Request for Proposal document will contain at least the following:
 - i. Name of the RFP, closing date and time and contact person,
 - ii. Non-technical information that advises the potential bidders of the general terms and conditions that applies to the RFP,
 - iii. Specifications detailing the nature, scope and extent of the goods and/or services required,
- e) A Request for Information may be issued in advance of a proposal to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified Vendors.
- f) Where the requirement is not straightforward or an excessive workload would be required to evaluate proposals, either due to their complexity, length, number or any combination thereof, a procedure may be used that would include pre-qualification.
- g) A list of suggested evaluation criteria for assistance in formulating an evaluation scheme when using a Request for Proposal shall be maintained. This may include factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, and pricing.
- h) Department Directors, Purchasing Coordinator and the Purchasing Officer ~~Coordinator or Chief Administrative Officer~~ shall identify appropriate criteria, including the weighting, which will be included in the proposal, from the list maintained for use in a Request for Proposal but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes both quality and cost.
- i) The Department Director shall consider budget authorization, approval authority, terms of reference and evaluation criteria to be applied in assessing the proposal submitted.
- j) A Selection Committee, composed of a minimum of one representative from the Department and the Purchasing Officer ~~Coordinator~~ shall review all proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results, with supporting documents, are retained.
- k) During the proposal process all communications with bidders shall be through the Department Director or designate.

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- l) The Department Director in consultation with the ~~and~~ Purchasing ~~Officer~~ ~~Coordinator~~ shall forward an evaluation summary to:
 - i. Council for those \$~~500,000~~75,000 or higher, for approval
 - ii. the Purchasing ~~Coordinator~~ ~~Coordinator~~ ~~Officer~~ and Chief Administrative Officer for those less than \$~~500,000~~75,000, for approvalas well as the Committee's recommendation for award of the contract to the supplier meeting all mandatory requirements and providing best value as stipulated in the Request for Proposal. Where the lowest bid is not accepted, the Department Director is responsible for documenting the determination of best value, in a confidential report to the Purchasing ~~Coordinator~~ ~~Officer~~ ~~Coordinator~~ prior to award of contract.
- m) A report on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate, shall be prepared.
- n) Reporting will not include summaries of bids where this information may need to remain confidential. Any disclosure of information shall be made in accordance with the provisions of the *Municipal Freedom on Information and Protection of Privacy Act, R.S.O. 1990*.
- o) Unsuccessful proponents may, upon their request, attend a debriefing session with the Department Director review their bid submission. Discussions relating to any bid submissions other than that of the proponent present will be strictly prohibited.
- p) The Town reserves the right to accept or reject any submission.

3.7 REQUEST FOR PRE-QUALIFICATION PROCESS

- a) A Request for Pre-qualification may be used where:
 - i. construction work is required under Sections 4, 74 and 78 of the Drainage Act having a value up to \$~~500,000~~75,000;
 - ii. construction work is required for road, storm sewer, sanitary sewer, sidewalks or building repairs having a value up to \$~~500,000~~75,000;
 - iii. best value for the Town can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- b) Suppliers and contractors will be invited to submit information as outlined in Appendix B to pre-qualify for the invitation of quotations and tenders on an annual basis.

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- c) The Department Director will undertake such investigations to ensure that the applicant is a bonafide registered company or business and will undertake other searches and enquiries to ensure that the applicant has the technical and financial capacity appropriate to the pre-qualification class being sought. Searches will not necessarily be confined to references proposed by the applicant and may include information gathered from other agencies.
- d) To be considered for pre-qualification, the applicant must demonstrate the criteria as outlined in Appendix B.
- e) Applicants may apply for pre-qualification in one or more categories, with a separate application required for each category, as outlined in Appendix B.
- f) Pre-qualified contractors shall be invited to submit quotations/tenders for the project where costs are greater than ~~\$10,0003,000~~. For costs greater than ~~\$10,0003,000~~ and up to ~~\$50,00015,000~~ a minimum of three quotes shall be obtained. The project will not be publicly tendered where costs are less than ~~\$75,000~~ \$75,000
- g) Failure to supply all of the information requested in the application form shall result in the application being rejected. Applicants who are unable to demonstrate that they meet the requirements listed for the class and level applied for shall be rejected. Applicants will receive written notice of the outcome of the assessment within four (4) weeks from the date of receipt of the application and related documentation.
- h) Applicants may file an appeal of the decision of pre-qualification or a suspension in pre-qualification to Town Council within fourteen (14) days of being advised of the outcome of the application or review. The applicant/contractor shall have the right of appearance before council if they desire. The decision of Town Council will be final and will be forwarded to the applicant within five (5) days of their review.

3.8 BLANKET CONTRACT PURCHASES

- a) A Request for Blanket Contract may be used where:
 - i. one or more departments repetitively order the same goods or services and the actual demand is not known in advance, or
 - ii. a need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.

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- b) The Department Director shall establish and maintain Blanket Contracts that define source and price with selected suppliers for all frequently used goods or services.
- c) To establish prices and select sources, the Department Director shall employ the provisions contained in this Policy for the acquisition of goods, services and construction.
- d) More than one supplier may be selected where it is in the best interests of the Town and the bid solicitation allows for more than one.
- e) Where purchasing action is initiated by a department for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Contract.
- f) In a Request for Blanket Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

3.9 NON-COMPETITIVE PURCHASES

- a) The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Department Director and the Purchasing ~~Coordinator~~ Officer ~~Coordinator~~ and replaced with negotiations by the Department Director under the following circumstances:
 - i. where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls or raw material;
 - ii. where due to abnormal market condition, the goods, services or construction required are in short supply;
 - iii. where only one source of supply would be acceptable and cost effective;
 - iv. where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists;
 - v. where the nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidentiality matters;
 - vi. where in the event of an "Emergency" as defined by this Policy, a requirement exists;
 - vii. where the requirement is for a utility for which there exists a monopoly.

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- b) When a Department Director intends to select a supplier to provide goods, services or construction pursuant to subsection 3.9 a), a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Department Director to Town Council for approval [for those purchases over \\$100,000. a\).](#)

3.10 PROCUREMENT IN EMERGENCIES

Where, in the opinion of the Chief Administrative Officer, or two Department Directors, an emergency has occurred requiring the immediate procurement of goods, services or construction,

- i. the Department Director, with authorization by the Chief Administrative Officer, or two Department Directors, may initiate a purchase in excess of the preauthorized expenditure limit by the most expedient and economical means; and
- ii. any purchase under such conditions together with a source of financing shall be justified and reported to the next meeting of the Town Council following the date of the purchase.

3.11 DIRECT NEGOTIATION

Unless otherwise provided in accordance with the Purchasing By-law and this policy, goods and services may be purchased using the Direct Negotiation method only if one or more of the following conditions apply:

- i. the required goods and services are reasonably available from only one source by reason of the scarcity of supply in the market or the existence of exclusive rights held by any supplier or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes;
- ii. the required goods and services will be additional to similar goods and services being supplied under an existing contract (i.e. contract extension or renewal);
- iii. an attempt to purchase the required goods and services has been made in good faith using a method other than Direct Negotiation under Section 3.2 through 3.7 of this policy which has failed to identify a successful supplier and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than Direct Negotiation;
- iv. the goods and services are required as a result of an emergency, which would not reasonably permit the use of a method other than Direct Negotiation;

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- v. the required goods and services are to be supplied by a particular vendor or supplier having special knowledge, skills, expertise or experience.

3.12 COOPERATIVE PURCHASING

- a) The Town may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Town to do so and where the purposes, goals and objectives of this policy are complied with by such government agencies and public authorities.
- b) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

3.13 TENDER CALL BEFORE AND AFTER APPROVALS RECEIVED

- a) Following the adoption of the capital budget by Council, the Department Director is authorized to call tenders for municipal construction projects and the acquisition of equipment.
- b) Notwithstanding a) above, the Department Director may call tenders for municipal construction projects and the acquisition of equipment prior to the adoption of the capital budget by Council provided the call and award of such tenders are specifically subject to receipt of such approvals.
- c) The Department Director is authorized to obtain, prior to the adoption of the capital budget by Council, sealed bids for additional and replacement equipment, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Council and the items specified are subject to change in quantity and/or deletion.
- d) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.

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3.14 EXPRESSION OF INTEREST (EOI)

d) The Purchasing Officer will issue an EOI at the request of the initiating Director initiating Director to determine a set list of users who are capable of providing a particular product or service, when the availability of said product or service is unknown. EOIs do not result in the award of a contract, and usually precede a call for bids and do not request pricing information. EOI are advertised publicly, and responses to the EOI are required by a designated date and time

3.15 TWO ENVELOPE BIDDING PROCESS

- a) Refers to a competitive process where suppliers are requested to submit their technical specifications and their financial bid in two separate envelopes.
- b) The technical specifications are scored by a designated Evaluation Committee using an evaluation scheme outlined in the document. If the proponent has met a predetermined minimum scoring requirement the cost envelope will be opened. If the submission does not meet the minimum scoring the cost envelope will remain on file unopened and the submission will not be considered for the project.
- c) Price is a consideration during the evaluation and the weight of the proposal price shall vary based on the specific project program.
- d) Submissions are not awarded solely on the proposal price, but are awarded based on the highest scoring compliant submission and at the recommendation of the Evaluation Committee.

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**PART IV
BID AND CONTRACT ADMINISTRATION**

4.1 CHANGES TO CONTRACT UNDER CALL

- a) A list of the name, address, telephone number and email address fax number is to be maintained of all prospective bidders to facilitate distribution of addend~~um~~s and when necessary to extend or cancel a contract under call.
- b) Interpretations will be made in reply to queries from bidders only in the form of written addendum. When it becomes necessary to revise, delete, substitute or add to any tendering material or contract under call, the Purchasing Officer Department Director shall forward by email fax or registered mail to each Contractor/Supplier who obtained tender forms for the contract a copy of the addendum. ~~The addendum acknowledgment will be maintained and copied to the Purchasing Coordinator.~~ A copy of the addendum shall be stapled to each tender form not yet distributed and advertised in the same publication as originally stated.-
- c) When it is advisable to cancel a contract under call, an advertisement shall be prepared for insertion in the same publication as originally stated. Each Contractor/Supplier who received tender documents shall be notified by telephone and or email and followed up by fax that the contract has been cancelled and will have any tenders, if submitted, returned unopened by hand or certifiedmail.
- d) When it is advisable to extend a closing date for receiving tenders, an advertisement shall be prepared for insertion in the same publication as originally stated. Each Contractor/Supplier who received a tender document shall be notified of the extension by telephone or email, followed by fax. If a tender has already been received before the notification of the extension of time, and the extension of time is two weeks or less, the Contractor/Supplier shall be advised by email fax or certified mail that his tender will be returned, unopened, upon request. If the extension of time is more than two weeks, all tenders will be returned unopened.

4.2 SUBMISSION OF BIDS

- a) Bids shall be submitted in paper or electronic form to the dedicated web based service or the Purchasing Officer Clerk at the time and date specified by the tender call.

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- b) When a tender is received, the envelope shall be time stamped using Coordinated Universal Time - Eastern Standard (computer) and date stamped, regardless of when it is received. ~~Receipt of each tender shall be recorded on a list of tenders received and~~ The tender shall be deposited unopened, with the ~~Purchasing Officer and recorded on a list of tenders received. Clerk.~~ The number of bids received and the names of bidders are confidential and shall not be divulged prior to the tender opening.
- c) A bidder who has already submitted a tender bid may submit a further tender bid at any time up to the official closing time and date specified by the tender call. The last tender bid received shall supersede and invalidate all bids previously submitted by that bidder.
- d) A bidder may withdraw his or her tender bid at any time up to the official closing time by letter bearing his or her signature as in his or her bid submitted to the Purchasing Officer. Clerk. Telephone requests will not be considered. When the withdrawal is made in person and the person is other than a senior official of the company, and for letter withdrawals, the authenticity of the request must be confirmed by telephoning a responsible official of the company.
- e) The closing time for receiving tender bids shall be 2:00 pm on Thursday. If the tender is received late, it shall be returned unopened to the bidder either in person or by mail. If a late bid is received without a return address on the envelope it shall be opened, address obtained and then returned. The covering letter should state why the envelope could not be returned unopened.
- f) The opening of bids shall commence at 2:05 p.m. unless the Purchasing Officer Clerk or designate acting reasonably postpones the start to some later hour, but the opening shall continue, once started, until the last bid is opened.
- g) The ~~Purchasing Officer Department Director~~ shall be responsible for arranging for the public opening of tender bids at the time and date specified by the tender call. There will normally shall be in attendance, at that time,
 - i. the Department Director or his/her designate and;
 - ii. the ~~Clerk and/or the Purchasing Officer or his/her designate Coordinator~~ -
- h) Each tender shall be attached stapled to the applicable tender envelope and the ~~bid deposit deposit cheque~~ clipped to the tender form.
- i) If correspondence is found enclosed with a tender in the tender envelope, that tender shall be considered to be an improper bid and shall be so noted in the

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record of tenders opened and the tender read out in the normal manner. The correspondence and the tenders may be referred to the solicitor for recommendation as to acceptance or rejection.

- j) When tenders have been opened, the ~~Purchasing Officer Clerk~~ shall check the listing of tenders received, and the number of tenders opened to ensure that all tenders received is accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.
- k) When all tenders have been accounted for, the ~~Purchasing Officer Clerk~~ shall announce the number of bids received, the name of the bidder and the total bid amount.
- l) Once the tenders have been read out loud, the ~~Purchasing Officer Clerk~~ shall collect all of the tenders and scan copies of the submissions and forward them to the responsible Manager and Director and file the scanned copies electronically. The Purchasing Officer will keep all documentation together and in safe keeping until the award is approved. ~~have a list prepared (Record of Tenders) in order of bid amount from low to high recording the name of each bidder, the amount of the tender and the bid deposit cheque amount. At this time the tender shall be closed by drawing a diagonal line in the unused space in the listing and sign the form, together with the Purchasing Officer Coordinator.~~
- n) The checking of tenders shall be completed as soon as possible following the public portion of the tender opening. Any tender that has been rejected or is improper shall be so noted on the Record of Tenders opened. ~~For a rejected bid the amount shall not be listed.~~

4.3 AWARDING OF CONTRACT

- a) Upon award of the contract, the Department Director shall immediately send a notification of acceptance to the successful bidder advising him that his tender has been accepted and advising that the contract documents will follow forexecution.
- b) Following review of the tenders, all ~~bid deposit cheques~~ other than the low and second low bidders shall be returned to the applicable bidders by mail or picked up by the bidder. The tender certified ~~bid deposits cheques~~ that are retained shall not be cashed.
- c) The successful bidder, if requested in the tender document shall submit the following documentation in a form satisfactory to the Town within ten (10) working days from the date of mailing of the notice by the Town to the tenderer to do so by the Town:

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- i. executed performance bonds and labour and material bonds;
 - ii. executed agreement;
 - iii. insurance documents in compliance with the tender documents;
 - iv. declarations respecting the Workplace Safety and Insurance Board;
 - v. certificate of clearance from the Workplace Safety and Insurance Board;
and
 - vi. any other documentation requested to facilitate the execution of the contract.
- d) If a contract has been awarded and copies of the executed contract are returned and found acceptable to the Municipality, the bid deposit ~~s cheques~~ of the successful bidder and the second low bidder shall be returned by certified mail or be picked up by the bidder.
- e) If a contract has been awarded and the successful low bidder fails to sign the contract or provide the necessary documents as outlined within the specified time, the Town may grant additional time to fill the necessary requirements or may recommend ~~to either award the contract to the next lowest bidder or cancel~~ either awarding the contract to the next lowest bidder or canceling the contract. If additional time is not granted, the deposit of the low bidder shall be forfeited. If the contract is to be awarded to the second low bidder, his bid deposit ~~cheque~~ shall be retained until he has actually signed the contract. If the second low bidder fails, or declines, to execute the contract if awarded to him his deposit shall be forfeited.
- e)f) Accessibility for Ontarians with Disabilities Act (AODA) – contractors and service providers, including subcontractors if applicable, that provide services to the public or third parties on behalf of the Town of Tecumseh shall ensure that all its employees, agents, volunteers or others for whom the contractor is legally responsible receive training regarding the provision of the goods and services to persons with disabilities in accordance with Section 6 of the Ontario Regulations 429/07 (the Regulation) made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the Act). The contractor shall ensure that the training includes a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation. The vendor shall furnish any required records of accessible customer service training to the Town within ten days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

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4.4 NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED

- a) Where bids are received in response to a bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable bid unless Subsection 4.4 b) applies.
- b) The Department Director and the Purchasing Coordinator ~~Officer Coordinator~~ jointly may waive the need for a revised bid solicitation and enter into negotiations with the lowest responsive bidder under the following circumstances:
 - i. The total cost of the lowest responsive bid is in excess of the funds appropriated by Town Council for the project and
 - ii. The Department Director and the Purchasing ~~Officer Coordinator~~ agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation.
- c) The method of negotiation shall be that accepted as standard negotiating procedures that employ ethical public procurement practices.
- d) The Town of Tecumseh has the right to cease negotiations and reject any offer.
- e) If two equal bids are received the bidders shall be advised that the tender to be accepted will be decided by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by the Purchasing ~~Officer Coordinator~~ or his designate. The time and location of the draw shall be set by the Purchasing ~~Officer Coordinator~~ or his designate and the bidder shall be so advised in order that they may be present. Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

4.5 ONLY ONE BID RECEIVED

- a) In the event only one bid is received in response to a request for tender, the Department Director may return the unopened bid to the bidder when, in the opinion of the Department Director and the Purchasing ~~Officer Coordinator~~, using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid the Department Director shall inform the bidder that the Town may be recalling the tender at a later date.

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- b) In the event that only one bid is received in response to a request for tender, the bid may be opened and evaluated in accordance with the Town's usual procedures when, in the opinion of the Department Director and Purchasing Officer Coordinator, the bid should be considered by the Town. If, after evaluation by the Department Director and Purchasing Officer Coordinator, the bid is found not to be acceptable, they may follow the procedures set out in Subsection 4.4 a) to d).
- c) In the event that the bid received is found acceptable, it will be awarded as an Irregular result under Schedule "A" of the Purchasing By-law.

4.6 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE

- a) The Department Director may require that a bid be accompanied by a Bid Deposit or a Bid Bond to guarantee entry into a contract.
- b) In addition to the security referred to in Subsection 4.6 a), the successful supplier may be required to provide:
 - i. A Performance Bond to guarantee the faithful performance of the contract and;
 - ii. A Labour & Material Bond to guarantee the payment for labour and materials to be supplied in connection with the contract
- c) The Department Director shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.
- d) A bid deposit shall be required to accompany and be included in the envelope or electronic submission containing the bid documents in the following circumstances:
 - i. All bids for municipal constructions projects greater than \$50,000;
 - ii. Special maintenance contracts, except for those contracts, whose price in the opinion of the Purchasing Officer Coordinator is disproportionate to the cost to the contractor of obtaining a bid deposit.
- e) When a bid deposit is required the amount of the bid deposit shall be ten (10%) percent of the bid submitted.
- f) Prior to commencement of work and where deemed appropriate, evidence of Insurance Coverage satisfactory to the Department Director must be obtained, ensuring indemnification of the Town of Tecumseh from any and all

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claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract.

- g) Prior to payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Board to date.
- h) The Department Director shall ensure that the guarantee methods selected will:
 - i. not be excessive but sufficient to cover financial risks to the Town;
 - ii. provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
 - iii. comply with provincial statutes and regulations.
- i) All bidders shall include in the tender/sealed bid envelope or the electronic
- j) Submission the following:
 - i. the tender/bid form issued by the Town or its agents; and
 - ii. the statutory declaration, if applicable.
- k) When a performance bond or labour and material bond is required, the amount of the bond shall be 100 percent of the amount of the tender bid, unless the Department Head recommends and the Purchasing ~~Coordinator~~ Officer approves a lower level of bonding.
- l) A minimum payment holdback of 10 percent shall be mandatory on all construction contracts for costs greater than \$15,000.
- l)m) The Town, at their discretion, may also implement a 2 percent holdback up to a maximum of \$15,000 on all construction projects for the stipulated maintenance period of the contract.
- m)n) The responsible Department Director may release the holdback funds on construction contracts upon:
 - i. the contractor submitting a statutory declaration that all accounts have been paid and that all documents have been received for all damage claims;
 - ii. receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
 - iii. all the requirements of the Construction Lien Act, R.S.O. 1990, being satisfied;
 - iv. receipt of certification from the Town solicitor, where applicable, that liens have not been registered, and
 - v. substantial performance.

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~~4) d)~~ Treasury is authorized to cash and deposit any bid deposit cheques in the Town's possession that are forfeited as a result of non-compliance with the terms, conditions and/or specifications of a sealed bid.

4.7 CONTRACTUAL AGREEMENT

- a) The award of a contract may be made by way of a formal agreement, Contract Record or Purchase Order.
- b) A Purchase Order or Contract Record is to be used when the resulting contract is straightforward. A formal agreement is to be used when the resulting contract is ~~complex-complex~~.
- c) It shall be the responsibility of the Department Director and/or the Town Solicitor to determine if it is in the best interest of the Town to establish a formal agreement with the supplier.
- d) Where it is determined that Subsection 4.7 c) is to apply, the formal agreement may be reviewed and approved for execution by the Town Solicitor.
- e) Where a formal agreement is required, as a result of the award of a contract, the Mayor and Town Clerk shall execute the agreement in the name of the Town of Tecumseh.
- f) Where a formal agreement is not required, the Department Director shall issue a Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

4.8 EXERCISE OF CONTRACT RENEWAL OPTIONS

- a) Where a contract contains an option for renewal, the Department Director may exercise such option provided that all of the following apply:
 - i. the supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
 - ii. The Department Director and the Purchasing ~~Officer Coordinator~~ agree that the exercise of the option is in the best interest of the Town;
 - iii. funds are available in appropriate accounts within Town Council approved budget including authorized revisions to meet the proposed expenditure; and
 - iv. a valid business case has been completed.

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- b) Where a contract does not contain an option for renewal, the Department Director may consider an extension for no more than the term of the original contract provided that all of the criteria as outlined in 4.8 a) apply. The extension in this case is to be approved by Council.
- c) The business case shall be authorized by the Department Director and shall include written explanation as to why the renewal is in the best interest of the Town and include comment on the market situation and trend.

4.9 CONTRACT AMENDMENTS AND REVISIONS

- a) No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Town.
- b) No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- c) Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget including authorized revisions.
- d) Department Directors may authorize amendments to contracts provided that the total amended value of the contract is within the approval authority as noted in Schedule "A".
- e) Where expenditures for the proposed amendment combined with the price of the original contract exceeds Town Council approved budget for the project, a report prepared by the Department Director shall be submitted to Town Council recommending the amendment, and proposing the source of financing.

4.10 EXECUTION AND CUSTODY OF DOCUMENTS

- a) The Mayor and Town Clerk are authorized to execute formal agreements in the name of the Town of Tecumseh for which the award was made.
- b) Department Director shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with these provisions.

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- c) The Clerk shall be responsible for the safeguarding of original [contract documentation purchasing and contract documentation](#) for the contracting of goods, services or construction for which the award is made.

4.11 EXCLUSION OF BIDDERS IN LITIGATION

- a) The Town may, in its absolute discretion, reject a Tender or Proposal submitted by the bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Town, its elected or appointed officers and employees in relation to:
 - i. any other contract or services; or
 - ii. any matter arising from the Town's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a quotation, tender or proposal under this clause, the Town will consider whether the litigation is likely to affect the bidder's ability to work with the Town, its consultants and representatives, and whether the Town's experience with the bidder indicated that the Town is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

4.12 EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE

- a) The Department Director shall document evidence and advise the Purchasing ~~Officer Coordinator~~ in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The pre-qualification of a contractor shall be reviewed and suspended by the Department Director where the Director becomes aware of:
 - i. unsatisfactory performance on Town contracted works;
 - ii. material adverse change in a contractor's technical, financial, managerial or organizational capability.

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- c) The Purchasing ~~Coordinator and Purchasing Officer~~ Officer ~~Coordinator~~ may, in consultation with the Town Solicitor, prohibit an unsatisfactory supplier/existing pre-qualified contractor from bidding on future Contracts for a period of up to three years.

4.13 ACCESS TO INFORMATION

The disclosure of information received relevant to the issue of bid solicitations or the award of contracts emanating from bid solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

**PART V
GENERAL**

5.1 DIRECT SOLICITATION OF DEPARTMENTS

- a) Unsolicited Proposals received by the Town shall be reviewed by the Department Director.
- b) Any procurement activity resulting from the receipt of an Unsolicited Proposal shall comply with the provisions of the By-law.
- c) A contract resulting from an Unsolicited Proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement.

5.2 ETHICS IN PURCHASING

The code of purchasing ethics established by the Ontario Public Buyers Association shall apply to all staff involved in the procurement policy.

5.3 RESOLUTION OF QUESTIONS OF POLICY

Any question involving the meaning or application of this policy is to be submitted ~~to the~~ to the Chief Administrative Officer who will resolve the question.

5.4 AMENDMENT OR RESCINDING OF POLICY

The Chief Administrative Officer and the Treasurer from time to time, at his/her discretion, may make recommendations regarding the rescinding, remaking or amending this policy or any provision.

**TOWN OF TECUMSEH
PURCHASING POLICY**

**PART VI
DISPOSAL OF SURPLUS OR SCRAP MATERIALS AND EQUIPMENT**

6.1 ITEMS CONSIDERED OBSOLETE OR SURPLUS BY DEPARTMENTS

- a) All departments shall notify the Treasurer when items become obsolete or surplus to their requirements to ascertain if the items can be of use by another department rather than disposed of.
- b) Items that are not claimed for use by another department may be offered for sealed bids, public auction or other public sale, depending in the opinion of the Treasurer on which method is most suitable for the equipment or material involved.
- c) A major auction shall be held annually or as required ~~dependant~~ dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- d) The revenue from the sale of obsolete material shall be credited to the appropriate account.

6.2 PERIODIC BIDS FOR AUCTIONEER SERVICES

The Treasurer is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.

6.3 DISPOSAL OF SCRAP MATERIAL

- a) Where scrap material is available for disposal, the relevant Department Director will advise the Treasurer who shall be responsible for its disposal.
- i. The Treasurer, after determining the value and possible alternate use of the scrap material, may general advertising to secure sealed bids;
- ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
- iii. public auction; or
- iv. other methods as deemed appropriate
- b) The revenue from the sale of scrap material shall be credited to the appropriate account.

**TOWN OF TECUMSEH
PURCHASING POLICY**

**APPENDIX "A"
IRREGULARITIES CONTAINED IN BIDS**

IRREGULARITY	RESPONSE
1 Late bids	Automatic rejection, not read publicly and returned unopened to the bidder
2 Unsealed envelopes	Automatic rejection
3 Bid surety insufficient or not submitted with the bid when the bid request (or any addenda) indicated that such surety is required	Automatic rejection
4 Execution of Bid Bonds: <ul style="list-style-type: none"> • Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing • Corporate seal or equivalent proof of authority to bind company or signature of BONDING company missing 	Automatic rejection
5 Other Bid Security: <ul style="list-style-type: none"> • Cheque which has not been certified 	Automatic rejection
6 Documents, in which all necessary Addenda have not been acknowledged	Automatic rejection
7 Failure to attend mandatory site visit	Automatic rejection
8 Bids received on documents other than those provided by the Town of Tecumseh	Automatic rejection
9 Failure to insert the Tenderer's business name in the Form of Tender	Automatic rejection
10 Signature page missing	Automatic rejection
11 Failure to complete document in ink or typed. Must be legible	Automatic rejection
12 Pricing page missing	Automatic rejection
13 Conditions placed by the Tenderer on the Total Contract Price	Automatic rejection

**TOWN OF TECUMSEH
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14 Part bids (all items not bid)	Acceptable unless complete bid has been specified in the request
15 Bids containing minor clerical errors	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
16 Alternate items bid in whole or in part	Available for further consideration unless specified otherwise in request
17 Unit prices in the schedule of prices have been changed but not initialed	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
18 Mathematical errors which are not consistent with the unit prices	2 working days to initial corrections. Unit prices will govern.
19 Other mathematical errors	<ul style="list-style-type: none"> a) If both the unit price and the total price are left blank, then both shall be considered as zero b) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity c) If the total price is left blank for a lump sum item, it shall be considered as zero d) If the tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern
20 Bid documents which suggest that the bidder has made a major mistake in calculations or bid	Consultation with a Solicitor on a case-by-case basis

**TOWN OF TECUMSEH
PURCHASING POLICY**

**APPENDIX B
PRE-QUALIFICATION OF CONTRACTORS**

1. To be considered for pre-qualification, the applicant must demonstrate the following criteria:
 - . have the experience and the ability in the type of construction relevant to the pre-qualification class;
 - . have a manager active in the construction operations;
 - . have appropriate equipment to carry out the works;
 - . have financial viability and where required, provide proof of the ability for bonding or surety to the Town;
 - . be familiar with all applicable provisions of the Occupational Health and Safety Act and Regulations for construction projects. He shall have in place all Corporate Health and Safety Policies and Procedures as required under the legislation. Copies of said policies shall be provided to the municipality upon request;
 - . provide, when required a certificate of good standing from the Workplace Safety and Insurance Board.

- 2 Applicants may apply for pre-qualification in one or more categories, with a separate application required for each category, as follows:
 - . OD – open drain construction: Includes open channel construction and maintenance works including brush removal, erosion protection works and corrugated steel pipe culvert (bridge) installations.
 - . CD – closed drainage works: Includes the installation or repair of tile drainage systems, catch basin, manholes, and mechanical pump stations.
 - . R – road works: Includes road reconstruction and related works.
 - . B – bridge installations: Includes the installation and/or repair of corrugated steel pipe culverts, pre-cast concrete box culverts and end treatment systems.
 - . ST – storm sewer works: Includes the installation, repair, improvement or maintenance of storm sewer systems and appurtenances.
 - . SA – sanitary sewer works: Includes the installation, repair, improvement or maintenance of sanitary sewer systems and appurtenances.
 - . W – water distribution works: Includes the installation, repair, improvement or maintenance of watermains, connections and appurtenances.
 - . BM – building maintenance: Includes roofing and siding and minor general repairs.
 - . SW – sidewalk maintenance: Includes installation and repairs

**TOWN OF TECUMSEH
PURCHASING POLICY**

**APPENDIX C
STATEMENT OF ETHICS**

The Ontario Public Buyers Association's Code of Ethics is based upon the following tenets and members of OPBA attempt to consistently practise their profession and deal with their day-to-day responsibilities according to these principles. Members are encouraged to display this statement in their departments as well as in other locations in their agencies.

Open and Honest dealings with Everyone Who is Involved in the Purchasing Process. This includes all businesses with which this agency contracts or from which it purchases goods and services, as well as all members of our staff and of the public who utilize the services of the purchasing department.

Fair and Impartial Award Recommendations for All Contracts and Tenders. This means that we do not extend preferential treatment to any vendor, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar.

An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Purchasing Agents for this Agency. Absolutely no gifts or favours are accepted by the purchasing agents of this agency do not publicly endorse one company in order to give that company an advantage over others.

Cooperation With Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar. This agency is a member of a cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practice good value analysis and to purchase goods and services in volume and save tax dollars.

Continuous Development of Purchasing Skills and Knowledge. All members of the purchasing department of this agency take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department
Report No. 15/17

TO: Policies & Priorities Committee

FROM: Paul Anthony, RRFA, Director, Parks & Recreation Services

DATE OF REPORT: June 5, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Commemorative Bench Program - Policy

RECOMMENDATIONS

It is recommended that:

1. The Commemorative Bench Program Policy No. 92/17, as appended to the Parks & Recreation Report No. 15/17, be approved;
2. Policy No. 92/17 will be effective for benches purchased after January 1, 2017;
3. The contribution towards any bench purchased before January 1, 2017 will cease when the existing bench requires replacement;
4. All revenues received through the Commemorative Bench Program will be allocated to the Park Development Lifecycle Reserve.

BACKGROUND

The Town of Tecumseh (Town) is committed to allowing members of the public the opportunity to invest and promote the history of the Town, residents, organizations and special occasions.

The Town annually receives requests from the public, re: purchasing Commemorative Benches in honour of a person, occasion, or organizations.

The benches are located on lands under the direct management of the Town, including right-of-ways, easements, boulevards, parks, open spaces, and lands covered under lease arrangements with third parties.

COMMENTS

The Commemorative Bench Program Policy (Policy) outlines the process and procedures for the public to follow when they have a request for a Commemorative Bench.

The Town is committed to protecting its right-of-ways, easements, boulevards, parks, open spaces, and lands covered under lease arrangements with third parties, while providing for the contribution towards an existing or placement of a new bench.

The purpose of the Commemorative Bench Program is to enable those members of the public wishing to pay tribute to a person, occasion or organization through the contribution towards a commemorative bench. Program procedures, fees and expectations will be identified within the program.

A number of existing Commemorative Benches throughout the Town have been committed to on or before January 1, 2017. It is understood that at the time of the contribution to these existing benches, there was no official Policy or term guidelines in place; therefore these benches will not be subject to the terms and conditions of this new Commemorative Bench Program Policy.

As these benches require replacement, the existing sponsorship will cease, and the existing contributor or any member of the public will have the opportunity to make a contribution towards a Commemorative Bench, and place them in the same location under the terms of the Policy.

The Policy covers only benches on land or property which is owned by the Town or under a lease agreement with a third party through the Town. As such, all Commemorative Benches will be required to conform to this Policy for applications after January 1, 2017.

The Manager of Parks and Horticulture or designate shall oversee the Program. Applications will be available online or at the Tecumseh Parks & Recreation Office, located at 12021 McNorton Street, Tecumseh. The Manager of Parks and Horticulture shall also maintain the fee schedule as well as a record of benches purchased and their locations (which would be confirmed by Parks Operations). Fees are approved annually by Council.

CONSULTATIONS

Financial Services
Corporate Services & Clerk

FINANCIAL IMPLICATIONS

The fees for the Commemorative Bench Program will be updated annually in the Town's Fees and Charges By-Law and all revenues collected will be allocated to the Park Development Lifecycle Reserve. The fee charged is generally set so as to recover the actual cost of the bench including the bench itself, cement pad and time for installation. The 2017 fee is currently set at \$1,600.

The annual impact will vary from year to year as the revenue is dependent on the philanthropic nature of the community.

LINK TO STRATEGIC PRIORITIES

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Paul Anthony RRFA
Director Parks & Recreation Services

Reviewed by:

Reviewed by:

Laura Moy, Dipl. M.M, CMM III HR Professional
Director Corporate Services & Clerk

Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Commemorative Bench Program Policy No. 92/17

PA



The Corporation of the Town of Tecumseh

POLICY MANUAL

POLICY NUMBER: 92/17	EFFECTIVE DATE: [REDACTED]
SUPERCEDES:	APPROVAL: [REDACTED]
SUBJECT: Commemorative Bench Program Policy	

PURPOSE:

To provide a clear guideline for participation in the Commemorative Bench Program and to provide an understanding of administration and maintenance responsibilities.

SCOPE:

The Commemorative Bench Program (Program) is administered by the Tecumseh Parks and Recreation Department. Those interested in making a contribution towards the Commemorative Bench Program should contact the Recreation Department for details on the Program and its availabilities.

All costs associated with the Program are the responsibility of the contributor. A signed purchase agreement outlining the roles and responsibilities of the contributor and The Corporation of the Town of Tecumseh will be required upon receipt of funds and prior to the installation of the commemorative bench.

The Program permits the installation of a custom plaque on a bench within the boundaries of the Town of Tecumseh for a ten (10) year period.

Areas Covered by Policy

All bench installations carried out on lands under the direct management of the Town of Tecumseh shall adhere to this policy. Those lands include: right-of-ways, easements, boulevards, parks, open spaces, and lands covered under lease agreements with third parties. The Town will maintain commemorative benches in the same manner as other benches in Town parks.

Site Location

Staff from the Parks and Recreation Department will work together with the contributor to select an appropriate inscription and location for the commemorative bench/plaque. Not all Town properties are suitable for the Program; therefore, the Town shall have the exclusive right to make the final decision as to location and placement of the bench.

Installation Timeline

Reasonable efforts shall be made to install the plaque within 60 days of order confirmation, however, due to circumstances such as weather, special events, staff scheduling, and other unknown activities that may occur at the site, bench installation dates shall not be guaranteed.

Vandalism

The bench installed under this policy becomes the property of the Town of Tecumseh. The Town shall be responsible to maintain the bench supplied under this policy. The Town will not be liable for theft or damages to the bench or custom plaque incurred by circumstances beyond its control, including acts of vandalism, wear and tear and/or weather related deterioration. The Town shall only be responsible to replace the bench on one (1) occasion. Costs for replacement of the custom plaque will solely be the responsibility of the contributor.

Term of Agreement

In the tenth (10th) year following the bench installation, the contributor shall contact the Town should he/she wish to extend the term for an additional ten years. The Town shall, at its sole discretion, assess the condition of the bench and determine if an additional ten year term is feasible. If an additional ten year term is not feasible, the sponsor may elect to submit a new application for a new bench. If an additional ten year term is feasible, the term shall be extended for an additional ten years at the current renewal fee determined by the Town's Fees and Charges By-law.

Should the contributor not contact the Town to extend the term of the memorial bench, or the Town not be able to contact the contributor through the previously submitted contact information, the Town, at its sole discretion, shall remove the custom plaque and/or bench and the memorial space be made available to the general public.

COMMEMORATIVE BENCH PROGRAM AGREEMENT



THIS AGREEMENT made this ____ day of _____, 20____

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH

Hereinafter called the "Town"

-and-

_____ Hereinafter called the "Contributor(s)"

WHEREAS The Corporation of the Town of Tecumseh (Town) wishes to implement a Commemorative Bench Program (Program);

AND WHEREAS the Program provides an opportunity for individuals to make a contribution towards a park bench, to commemorate a special event or honor others through a lasting tribute that also contributes to the beautification of the entire municipality for the enjoyment of all to use;

AND WHEREAS the Program permits the installation of a custom plaque on a bench within the boundaries of the Town of Tecumseh for a ten (10) year period;

THEREFORE the Parties hereto agree as follows:

- a) The Parks and Recreation Department shall coordinate and administer the Commemorative Bench Program.
- b) Staff from the Parks and Recreation Department will work together with the Contributor to select an appropriate inscription and location for the commemorative bench/plaque. Not all Town properties are suitable for the Program; therefore, the Town shall have the exclusive right to make the final decision as to the style, location, and placement of the bench.
- c) The contribution fee (bench/plaque) shall be paid in full at the time of application approval and is not refundable under any circumstances once the plaque has been ordered. Application approval is when the Contributor approves wording to be inscribed on the plaque.
- d) Each plaque inscription shall conform to specifications approved by the Town.
- e) Reasonable efforts shall be made to install the plaque within 60 days of order confirmation, however, due to circumstances such as weather, special events, staff scheduling, and other unknown activities that may occur at the site, bench installation dates shall not be guaranteed.

- f) The Town will maintain commemorative benches in the same manner as other benches in Town parks.
- g) The cost of your commemorative bench contribution may be tax deductible. The Town will issue a receipt for tax purposes. Please consult your tax specialist to determine whether this contribution is applicable in your specific circumstances.
- h) The bench installed under this policy becomes the property of the Town of Tecumseh. The Town shall be responsible to maintain the bench supplied under this policy. The Town will not be liable for theft or damages to the bench or custom plaque incurred by circumstances beyond its control, including acts of vandalism, wear and tear and/or weather related deterioration. The Town shall only be responsible to replace the bench on one (1) occasion. Costs for replacement of the custom plaque will solely be the responsibility of the contributor.
- i) The Town reserves the right to relocate any and all benches at any time should such action be necessary, including but not limited to: property development, vandalism, or interference with park operations. The Town shall make a reasonable effort to contact the Contributor should relocation of a bench be required.
- j) In the tenth (10th) year following the bench installation, the Contributor shall contact the Town should he/she wish to extend the term for an additional ten years. The Town shall, at its sole discretion, assess the condition of the bench and determine if an additional ten year term is feasible. If an additional ten year term is not feasible, the sponsor may elect to submit a new application for a new bench. If an additional ten year term is feasible, the term shall be extended for an additional ten years at the current renewal fee determined by the Town's Fees and Charges By-law.

Should the Contributor not contact the Town to extend the term of the memorial bench, or the Town not be able to contact the Contributor through the previously submitted contact information, the Town, at its sole discretion, shall remove the custom plaque and/or bench and the memorial space be made available to the general public.

I have read the Commemorative Bench Program Agreement thoroughly and understand all terms and conditions. My signature below constitutes my acceptance to all of the terms and conditions set forth herein.

Print Name: _____

Signature: _____

Date: _____