



FINANCE AND ADMINISTRATION COMMITTEE

Thursday, February 10, 2022 – 9:30 a.m.

AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.
5. Adoption of minutes of previous meeting held on January 13, 2022.
6. Delegations: None at time of mailing.

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|--|----|
| 7. Administration Report | 3 |
| 8. Corporate Services Department Report | 35 |
| 9. New Business. | |
| 10. Closed Meeting – None at time of mailing. | |
| 11. Date of next meeting (Thursday, March 10, 2022) and adjournment. | |

NOTE: (a) County Council: Wednesday, February 23, 2022.

(b) Submissions received from the public, either orally or in writing may become part of the public record.

Strategic Plan

Strategic Plan Goal # 1: To inform the Federal and Provincial government on our unique needs so that Renfrew County residents get their “fair share”.

Initiatives:

- (a) Create a strategic communications plan
- (b) Identify and advocate for issues important to the County of Renfrew.

Strategic Plan Goal # 2: Fiscal sustainability for the Corporation of the County of Renfrew and its ratepayers.

Initiatives:

- (a) Commitment from Council supporting principles within the Long-Term Financial Plan
- (b) Establish Contingency Plan to respond to provincial and federal financial pressures and opportunities beyond the Long-Term Financial Plan.

Strategic Plan Goal # 3: Find cost savings that demonstrate our leadership while still meeting community needs.

Initiatives:

- (a) Complete community needs assessment
- (b) With identified partners implement plan to optimize service delivery to the benefit of our residents.

Strategic Plan Goal # 4: Position the County of Renfrew so that residents benefit from advances in technology, to ensure that residents and staff have fair, affordable and reasonable access to technology.

Initiatives

- (a) Ensure that the County of Renfrew is top of the list for Eastern Ontario Regional Network funding for mobile broadband
- (b) Lobby for secure and consistent radio systems for first responders and government
- (c) Put a County of Renfrew technology strategy in place.

COUNTY OF RENFREW
ADMINISTRATION REPORT

TO: Finance and Administration Committee
FROM: Paul V. Moreau, Chief Administrative Officer/Clerk
DATE: February 10, 2022
SUBJECT: Department Report

INFORMATION

1. March Meeting of County Council

Staff continue to monitor the Provincial guidelines for COVID -19 and it is anticipated that the March County Council meeting will be a hybrid in person and virtual. Further details will be provided closer to the meeting.

BY-LAWS

2. Council Remuneration By-law

Recommendation: THAT the Finance and Administration Committee recommend that County Council adopt the revised By-law for the Remuneration of Members of the Council of the County of Renfrew effective January 1, 2022; AND FURTHER THAT By-law 22-21 be repealed.

Background

Attached as Appendix I is a revised By-law for the Remuneration of Members of Council of the County of Renfrew effective January 1, 2022 with all changes shown in bold and strikeout. The Remuneration By-law states that "All future council remuneration increases will be consistent with percentage increases as per Employment By-law #1, except where noted" A 1.75% increase was approved at the budget workshop.

3. Municipal Modernization Fund – Intake 3 [Strategic Plan Goal #3]

Recommendation: THAT the Finance and Administration Committee recommend that County Council adopt a By-law to authorize the Warden and Clerk to enter into a Transfer Payment Agreement in the amount of \$317,491 with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Municipal Modernization Fund-Intake 3.

Background

In September 2021, the Finance and Administration Committee directed staff to complete an application under the Municipal Modernization Program Intake 3 by the October 19, 2021 deadline.

The County of Renfrew was successful in this application and it is now necessary to authorize a By-law allowing the Warden and Clerk to sign this agreement to obtain \$317,491 (65%) funding. The County will have to contribute \$170,956 (35%) against a total project cost of \$488,447 (100%).

BY-LAW NUMBER - 22

**A BY-LAW TO PROVIDE FOR THE REMUNERATION OF MEMBERS OF
THE COUNCIL OF THE COUNTY OF RENFREW**

WHEREAS Section 283 of the *Municipal Act, 2001, S.O. 2001*, as amended, provides that the Council may establish by by-law the remuneration and expenses for members of Council for attendance at meetings of Council or for attendance at Committee meetings of Council and that such remuneration and expenses may be determined in any manner that Council considers advisable;

NOW THEREFORE the Council of the Corporation of the County of Renfrew enacts as follows:

Council, Committee, Sub-Committee and Travel

1. That the Treasurer of the Corporation of the County of Renfrew shall pay to the Warden of the County:
 - (a) Effective January 1, 2022 an annual honorarium of ~~\$64,260~~ **\$66,365** paid in monthly installments during his/her term of office. The per diem allowance for meeting attendance and ceremonial functions/events is discontinued. All future remuneration increases for the Warden will be consistent with percentage increases as per Employment By-law #1.
 - (b) In addition to the honorarium outlined in part (a), the per diem as outlined for members of Council under part 2 (e, f) below shall be paid to the Warden for attendance at meetings as outlined.
2. That the Treasurer of the Corporation of the County of Renfrew shall pay other members of County Council:
 - (a) Effective January 1, 2022, each Councillor will receive a base salary of ~~\$14,072~~ **\$14,533** per year. The per diem allowance for meetings of the Standing Committees is discontinued.
 - (b) Effective January 1, 2022 the Standing Committee Chairs will receive an additional ~~\$2,110~~ **\$2,179** each per year, and Chairs of Ad Hoc Committees will receive an additional ~~\$690~~ **\$712** per year (when the Ad Hoc Committee is created by and remunerated by the County).
 - (c) Effective January 1, 2022 the Standing Committee Vice-Chairs will receive a per diem of ~~\$211~~ **\$218** for each meeting chaired.
 - (d) When requested by the Warden to attend a ceremonial function/event, ⁵the

Deputy Warden will be reimbursed at the per diem rate for ad hoc committee meetings as outlined in section 2 (e).

- (e) The per diem rate for out of County travel is established at \$243 and applies to the Warden and Council members for each day they are attending an event outside of the County of Renfrew, including time spent travelling to and from an event outside the County.
 - (f) The per diem rate for ad hoc committee meetings, provincial committee appointment meetings, other special meetings (eg. legal, recruitment, etc.) and out of County meetings will be \$243 and applies to the Warden and Council members for each day that is approved by the Warden and Chief Administrative Officer, and will be set for the four-year term (ending 2021).
 - (g) Membership on Standing Committees, Ad Hoc Committees and other Committees shall be in accordance with the Striking Committee By-law.
 - (h) The per diem rate will be paid for member(s) attending advocacy meetings with external agencies (i.e. FONOM, NOMA, AMO, ROMA etc.), and the Provincial, and Federal Government. Attendance at meetings for the purpose of advocacy, will be authorized by the standing committee that has carriage of the respective issue for which the member is advocating. When the member(s) are already attending the conference, either on behalf of the County or their local municipality and the advocacy has been authorized by the appropriate standing committee, the per diem will be paid at the discretion of the Warden and the CAO.
 - (i) All future council remuneration increases will be consistent with percentage increases as per Employment By-law #1, except where noted above.
 - (j) Coordinate a third-party review of Council Remuneration by June 2021.
3. That the Treasurer of the Corporation of the County of Renfrew shall pay to the Warden and each member of County Council, in addition to the aforesaid compensation for attendance at meetings, a travel allowance established at the maximum automobile allowance rate approved by the Canada Revenue Agency. Travel allowance shall be paid to attend meetings of County Council or to attend a Committee meeting, and including Sub-Committee meetings, or business meetings outside of the County, provided however that with respect to sessions of County Council, no allowance shall be made for Committee meetings held during the session and only one travel allowance shall be paid on coming and returning from each session.
4. That a \$100,000 Life Benefit be provided to each member of County Council, and the premium will be paid 100% by the County of Renfrew. The life benefit plan will

cease in the event an elected official no longer holds public office as a direct representative to County Council.

5. That members of County Council have the opportunity to participate in the County of Renfrew Health and Dental Benefit Plan. Participation is voluntary and 100% employer paid. All participation in the benefit plan ceases in the event that an elected official no longer holds public office as a direct representative to County Council.
6. The members of County Council shall not participate in the OMERS pension plan and shall not be entitled to a severance on leaving office.

Conferences, Conventions/Educational Sessions

7. Councillors may attend conferences, conventions and educational sessions, including but not limited to, the following:
 - AMO (Association of Municipalities of Ontario) Annual Conference/Convention
 - EDCO (Economic Developers Council of Canada) Conference
 - OEMC (Ontario East Municipal Conference)
 - FCM (Federation of Canadian Municipalities) Conference
 - AdvantAge Ontario Annual Convention
 - ROMA (Rural Ontario Municipal Association) Conference
 - OGRA (Ontario Good Roads Association) Conference.
8. (a) That the conference, convention and education rate of expenses for Elected Officials, for meals, gratuities and incidental expenses supported by receipts shall be up to \$95.00 per day, plus registration fee and travel allowance at a rate specified in Section 2, or economy air fare, whichever means of transportation is most practical.

(b) All Elected Officials, except the Warden, shall receive a total allocation of \$3,900 per year to attend any conference(s), convention(s) or education sessions of his/her choice. Any unused funds are not transferable to another member and remain County of Renfrew funds. Any expenses over the \$3,900 will be paid by the Elected Official. The \$3,900 will include the \$243 per diem for each day attending the event as recommended in Item 2(e) above, if the event is held outside the County of Renfrew.

Subject to receipt of the member's claim outlining eligible expenses and supported by receipt(s) for attending the conference, a member's claim shall first pay per diem(s). Registration, accommodation, travel and meals shall be paid out of any remaining allocation.

- (c) The Warden may attend any conferences, conventions or education sessions and receive reimbursement of all expenses as noted above, but will not exceed the budgeted expenses for the year and shall include the

per diem rate of \$243 for each day attending the convention as recommended in item # 2(e).

That By-law Number ~~17-20~~ **22-21** is hereby repealed.

That this By-law shall come into force and take effect January 1, 2022.

READ a first time this 23rd day of February 2022.

READ a second time this 23rd day of February 2022.

READ a third time and finally passed this 23rd day of February 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER -22

**A BY-LAW TO EXECUTE AN AGREEMENT WITH HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS AND HOUSING
MUNICIPAL MODERNIZATION PROGRAM INTAKE 3**

WHEREAS the County of Renfrew applied for funding under the Municipal Modernization Program – Intake 3;

AND WHEREAS it is deemed necessary and desirable that the Council of the Municipal Corporation of the County of Renfrew enacts a By-law authorizing the Corporation to enter into an agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Municipal Affairs and Housing in order to participate in the program.

NOW THEREFORE, the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary for the attached Transfer Payment Agreements identified as Schedule “I” with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Municipal Affairs and Housing for the approved funding under the Municipal Modernization Program – Intake 3.
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 23rd day of February 2022.

READ a second time this 23rd day of February 2022.

READ a third time and finally passed this 23rd day of February 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the "Province")

- and -

Corporation of the County of Renfrew

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

Corporation of the County of Renfrew

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$317,491
Expiry Date	March 31, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Brenda Vloet Address: Manager, Municipal Programs and Outreach Unit Fax: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

- B1 Section 4.2 of Schedule “A” is amended by adding the following subsection:**
- (e) The Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred project costs.

B2 Section 4.3 of schedule “A” is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient’s regular salary costs.
- (f) not use Funds for the purpose of purchasing land, buildings or vehicles

**SCHEDULE “C”
PROJECT**

Project Title
County of Renfrew Digital Modernization
Objectives
The objective of the Recipient’s Project is to implement IT hardware and software enhancements with the goal of modernizing service delivery and realizing cost savings and/or efficiencies.
Description
<p>The Recipient will purchase and implement hardware, software and services that include the following:</p> <ul style="list-style-type: none">• Hardware and software for video streaming;• Upgrades of digital equipment;• Web-based agenda/minute software platform;• Electronic document management;• migration and software module;• Establish a notification system for emergency notices and Resident engagement;• Planning application workflow enchantments;• Online permitting software;• Enhanced geographic information system (GIS) services; and• Improve online workflow processes.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement of up to 65% of Project costs incurred between August 16, 2021 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$317,491

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> Execution of Agreement 	Initial payment of \$222,244 made to Recipient no more than thirty (30) days after the execution of the Agreement.
<ul style="list-style-type: none"> Submission of one (1) Interim Report Back 	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> Submission of Final Report Back to the Province 	Final payment of up to \$95,247 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Report Back	May 30, 2022
2. Final Report Back	February 28, 2023
3. Annual Report Back	February 28, 2024

Report Details

1. Interim Report Back

The Recipient will submit one (1) Interim Report Back to the Province by May 30, 2022, using the reporting template provided by the Province. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the Final Report Back,
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by February 28, 2023 using the reporting template provided by the Province. The Final Report Back will include:

- A 250-word abstract of the Project and its findings
- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

COUNTY OF RENFREW
CORPORATE SERVICES DEPARTMENT REPORT

TO: Finance and Administration Committee
FROM: Jeffrey Foss, Director of Corporate Services
DATE: February 10, 2022
SUBJECT: Department Report

INFORMATION

1. Council Remuneration [Strategic Plan Goal #2]

Attached as Appendix I is the Treasurer's Statement of Remuneration and Expenses paid to County Council as at December 31, 2021. Council will note that the Remuneration for Members of Council By-law makes references to an allocation of \$3,900 per year to attend any conference(s), convention(s) or education session of choice, however, during the 2021 Budget Workshop and once again at the 2022 Budget Workshop, a reduced allocation of $\$30,000 \div 16$ Elected Officials = \$1,875 was approved. Therefore, the column entitled "Convention Expenses" in the Statement of Remuneration and Expenses was changed to \$1,875.

2. AMO 2021 Statement of Remuneration [Strategic Plan Goal #2]

Attached as Appendix II is a letter dated January 19, 2022 from the Association of Municipalities of Ontario (AMO) providing details of Council remuneration and expenses paid to Warden Robinson, AMO Board of Directors, County Caucus, EOWC Chair. AMO only reimburses for mileage and all meetings in 2021 were held virtually.

3. Board of Health 2021 Statement of Remuneration [Strategic Plan Goal #2]

Attached as Appendix III is a letter dated January 4, 2022 from the Renfrew County and District Health Unit providing an itemized statement of remuneration and expenses paid for 2021 for the members of County Council appointed to the Board of Health.

4. **ROMA Delegation – Ministry of Health [Strategic Plan Goal #3]**

The County of Renfrew was successful in obtaining a delegation with the Honourable Christine Elliott, Deputy Premier – Minister of Health at the Rural Ontario Municipal Association (ROMA) Conference on Tuesday, January 25, 2022 to discuss the municipal role and funding in Public Health. Councillor Michael Donohue, Health Committee Chair; Councillor Jennifer Murphy, Finance and Administration Committee Chair and Jeffrey Foss, Director of Corporate Services participated in this delegation. Attached as Appendix IV is the position paper.

Delegation members were very pleased with Minister Elliott's positive response and willingness to listen to concerns expressed regarding the impact any future increases to the provincial/municipal cost-sharing model will have on the municipal tax burden. This is particularly challenging for rural communities with aging populations and limited resources, such as the County of Renfrew.

Attached as Appendix V is a letter from Warden Robinson to the Honourable Christine Elliott thanking her for the delegation opportunity at ROMA.

5. **2022 Final Budget [Strategic Plan Goal #3]**

At the January 17, 2022 Budget Workshop, the budget document was revised to incorporate all the approved changes. This final budget document has been posted on the Elected Official's and Staff Intranet area. A copy is available upon request.

6. **Municipal Benefits Committee (MBC) Financial Management - Contribution Holiday [Strategic Plan Goal #3]**

Extended Health Care and Dental Care benefits are underwritten under a refund accounting basis. This type of financing option is generally available to larger employers since insurers generally do not offer this option to employers with less than 75 employees.

Premiums paid for these benefits are allocated and tracked separately in an account in the name of the County of Renfrew and participating municipalities. Claims incurred under the plan, along with the insurer's expenses, are charged to the account. If, at the end of the contract year,

there is a surplus, it is the property of the County of Renfrew and participating municipalities, and all, or a portion thereof, is refunded or transferred to an unrestricted deposit account. If a deficit develops at the end of the contract year, it is carried forward with interest and the rates at the renewal are adjusted to recover a portion of the deficit. The plan has not been in a deficit position.

In order to establish the renewal rates, the insurer projects the plan experience (paid claims) into the future and then applies factors for inflation, benefit utilization, changing prices for services and supplies and cost shifting from provincial plans. The overall factor is known as the annual trend factor.

The MBC is in a surplus and the County of Renfrew will be exercising a premium holiday for one month beginning on February 1, 2022.

Appendix VI provides information on the surplus allocation for a premium holiday for the County of Renfrew and participating municipalities.

7. Financial Indicator Review [Strategic Plan Goal #2]

Attached as Appendix VII is an email dated January 21, 2022 that includes the Financial Indicator Review – 2020 for the County of Renfrew from Meredith Staveley-Watson, Municipal Advisor, Ministry of Municipal Affairs and Housing. The Ministry reviews the indicators from time-to-time, to make sure they provide useful information and this year they have not made any changes to the indicators.

The indicator for Asset Consumption Ratio has been flagged as “moderate risk”, which is unchanged from the 2018 report.

8. Provincial Offences Administration Workload [Strategic Plan Goal #3]

The following is a chart comparing charges received, trial notices issued, payments processed, accounts receivable files reviewed and collection notices mailed over the past five months through the Provincial Offences Administration Office.

Month	Charges Received	Trial Notices Issued <small>**Notice of Hearing Audio Court</small>	Early Resolution Notices	Payments Processed	Payfines Payments Processed	Number of Files Reviewed	Licence Suspensions	Collection Notices	To Collection Agency
2021 Sept.	887	64	106	420	435	391	91	79	155
October	847	73	117	434	424	250	28	116	75
Nov.	526	74	58	351	337	418	138	96	58
Dec.	528	154	51	321	229	228	29	90	100
2022 January	616	63	83	332	295	361	82	93	56

9. Provincial Offences Administration Backlog [Strategic Plan Goal #3]

The following chart highlights the ongoing backlog of court matters due to the COVID-19 shutdown:

Month	# of Courts Originally Scheduled	# of Courts Cancelled	# Part I Charges in Backlog	Part III New Charges	# Part III Charges in Backlog	Total Backlog Charges	Number of Court Days Required for Backlog	Months to Clear Backlog at Current Rate
2021 March	4	4	456	60	403	919	39	13
April	3	2	540	53	646	1239	52	17
May	6	2	514	75	355	944	39	13
June	6	2	527	90	595	1212	50	16
July	5	2	512	95	277	884	37	12.5
August	6	2	432	77	549	1058	44	15
Sept.	6	3	439	88	449	956	40	13.5
Oct.	5	2	499	125	377	1001	42	14
Nov.	7	2	560	86	540	1186	50	16.5
Dec.	6	3	534	57	555	1146	48	16
2022 January	6	2	494	124	279	897	37	12.5

10. Provincial Offences Administration Backlog Letter [Strategic Plan Goal #3]

Attached as Appendix VIII is a letter dated January 7, 2022 sent to the Honourable Doug Downey, Attorney General, Ministry of the Attorney General from Mayor John Creelman, Town of Mono and Mayor Allan Thompson, Town of Caledon regarding the unacceptable delays being experienced with Provincial Offences Act cases and offering a series of recommendations to address these delays.

Committee is reminded that on June 30, 2021 County Council directed Warden Robinson to send a letter to the Honourable Doug Downey, Attorney General, Ministry of the Attorney General regarding the significant shortages of Justices of the Peace in Ontario and the resulting courtroom backlog. No response has been received to date.

11. Renfrew County Virtual Triage and Assessment Centre (RC VTAC) [Strategic Plan Goal #3]

At our August 25, 2021 session of County Council, Resolution No. H-CC-21-08-72 was adopted authorizing the Warden and Clerk to sign a Memorandum of Understanding transferring the operational responsibility for the Renfrew County Virtual Triage and Assessment Centre (RC VTAC) from Arnprior Regional Health (ARH) to the County of Renfrew. This agreement commenced on August 29, 2021 and is to be in effect until March 31, 2022, unless an extension is mutually agreed upon. This agreement allows the County to invoice ARH for our costs for swabbing clinics and for medical reception activities.

As a result of this MOU, the County of Renfrew entered into new employment contracts with 25 medical receptionists on August 29th, in addition to our existing swabbing clinic staff, all with a contract end date of March 31, 2022.

The County of Renfrew is currently invoicing Arnprior Regional Health approximately \$100,000 per month for VTAC swabbing and another \$60,000 per month for VTAC medical reception activities.

BY-LAWS

12. Policy GA-01 – Procurement of Goods and Services Policy [Strategic Plan Goal #2]

Recommendation: THAT the Finance and Administration Committee recommend that County Council approve the revised Policy GA-01 Procurement of Goods and Services; AND FURTHER THAT a By-law to Amend By-law 59-02 Corporate Policies and Procedures for the County of Renfrew be adopted.

Background

With a continued movement towards electronic means of conducting business, County of Renfrew staff have updated the procurement policy to include electronic tendering which includes the use of an electronic bidding system such as “Bids&Tenders” for a digital procurement platform. The changes also include an extensive clean up of items since the last policy update was in 2015. Staff had Solicitor, Mr. James L. MacGillivray, Rasmussen Starr Ruddy LLP review these additions and changes.

Attached as Appendix IX is the By-law and revised Corporate Policy GA-01 Procurement of Goods and Services in bold and strike through, as well as a clean copy.

13. Employment By-law #1

Recommendation: THAT the Finance and Administration Committee recommends that County Council approve the following changes to Employment By-law #1 effective January 1, 2022:

- a) Article 4 - Rates of Pay: A 1.75% wage increase for all non-union staff (except students) as outlined in Schedules “A” and B”;
- b) Removal of the Clerk/Cashier (Disclosure), Courtroom Clerk/Monitor and General Clerk/Cashier from Schedule “A” at Group 3 in the salary grid, removal of the Collections Clerk from Schedule “A” at Group 4 in the salary grid and addition of Court Service Specialist in Schedule “A” at Group 3 in the salary grid;
- c) Removal of the Asset Management Coordinator from Schedule “A” at Group 7 in the salary grid; and
- d) Change to the Student Wage from \$13.40 to \$14.10 (for students under 18) and from \$14.25 to \$15.00 (for students 18 and over) as outlined in Schedule “B”.

AND FURTHER THAT the revised Employment By-law # 1 be adopted.

Background

A summary of the proposed changes to Employment By-law #1 are as follows:

a) Article 4 – Rates of Pay

A 1.75% non-union wage increase consistent with the 2022 approved annual budget for employees that are part of the following Schedules effective January 1, 2022:

Schedule “A” – Non-Union Salary Grid and Classifications; and
Schedule “B” – Roads Operational Classifications and Rates.

b) Provincial Offences Administrative Changes

After a review of the job descriptions of the Clerk/Cashier (Disclosure), Courtroom Clerk/Monitor, General Clerk/Cashier and Collections Clerk, and with subsequent job evaluations completed for each position, staff recommends that these positions be given the title Court Services Specialist in Group 3 of the salary grid.

c) Asset Management Coordinator

The Asset Management Coordinator was responsible for assisting the Manager of Real Estate. However, with changes in Finance with the hiring of a Finance Manager and inclusion of other staff, there is an option and greater synergy to roll in Asset Management as an ongoing task for finance staff, supported by the appropriate staff in Renfrew County Housing Corporation (RCHC), Development and Property, Public Works and Engineering, etc.

d) Student Wages

On January 1, 2022, the Ontario minimum wage increased from \$14.25 to \$15.00 per hour. The County of Renfrew student wages are calculated as follows:

- Students over the age of 18 are paid at the Province of Ontario general minimum wage, equalling \$15.00
- Students under the age of 18 are paid at 94% of the general minimum wage, equalling \$14.10.

Attached as Appendix X are the recommended changes to Employment By-law #1 in bold and strikeout.

DECEMBER 2021 - YEAR-TO-DATE

To the Warden and Members of the Renfrew County Council:

The following is an itemized statement of remuneration and expenses paid to, and on behalf of each member of Renfrew County Council.

Name	Payroll				Payroll & Accounts Payable	Payroll & Accounts Payable	Accounts Payable		TOTAL
	Salary	ADHOC Per Diem	Mileage	Expenses	FCM AMO Advocacy / Delegations	CONVENTION Expenses (\$1,875 max)	ADHOC Expenses	OTHER Expenses	
Bennett, David	14,283.00	972.00	0.00	0.00	0.00	0.00	0.00	0.00	15,255.00
Brose, James	16,425.00	1,215.00	391.14	0.00	0.00	1,503.60	0.00	0.00	19,534.74
Doncaster, Glenn	14,283.00	1,215.00	118.00	0.00	6,461.50	943.92	0.00	0.00	23,021.42
Donohue, Michael	16,425.00	3,159.00	933.97	0.00	486.00	1,618.65	0.00	0.00	22,622.62
Emon, Peter	14,982.96	7,776.00	212.40	0.00	972.00	1,386.00	0.00	0.00	25,329.36
Grills, Deborah	14,283.00	243.00	0.00	0.00	0.00	407.04	0.00	0.00	14,933.04
Hunt, Brian	15,410.96	4,860.00	325.68	0.00	0.00	1,503.60	0.00	0.00	22,100.24
Keller, Sheldon	14,283.00	972.00	285.56	0.00	0.00	0.00	0.00	0.00	15,540.56
Love, Kim	14,283.00	0.00	0.00	0.00	0.00	1,339.56	0.00	0.00	15,622.56
Lynch, Daniel	14,283.00	2,430.00	281.43	0.00	0.00	407.04	0.00	0.00	17,401.47
Murphy, Jennifer	16,425.00	486.00	113.28	0.00	0.00	1,339.56	0.00	0.00	18,363.84
Peckett, Tom	16,949.97	972.00	548.70	0.00	0.00	1,592.10	0.00	0.00	20,062.77
Regier, Cathy	14,497.00	243.00	54.28	0.00	0.00	1,339.56	0.00	0.00	16,133.84
Reinwald, John	14,283.00	486.00	0.00	0.00	0.00	0.00	0.00	0.00	14,769.00
Robinson, Debbie	65,223.96	19,926.00	378.08	0.00	0.00	1,017.60	0.00	1,000.97	87,546.61
Sweet, Robert	17,124.96	7,290.00	77.88	0.00	0.00	700.92	0.00	0.00	25,193.76
Tiedje, Janice	14,283.00	243.00	552.24	0.00	0.00	1,339.56	0.00	0.00	16,417.80
TOTAL	\$ 307,728.81	\$ 52,488.00	\$ 4,272.64	\$ -	\$ 7,919.50	\$ 16,438.71	\$ -	\$ 1,000.97	\$ 389,848.63



January 19, 2022

County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5

Attention: Director of Finance/Treasurer

Re: Remuneration and expenses of council appointees (elected officials)
to the AMO, ROMA, MEPCO, LAS, ONE Investment Board of Directors for year ended December
31, 2021.

Dear: Jeffrey Foss

Please find attached a statement of remuneration and expense of council appointees (elected officials)
to the AMO, ROMA, MEPCO, LAS, and ONE Investment Board of Directors for the year ended December
31, 2021. This statement is prepared in accordance with section 284 (1) of The Municipal Act (S.O. 2001,
c25).

Please contact the undersigned if you have any questions or concerns regarding this statement.

Yours truly,

Suma Mullangi, CPA, CA
Accounting Manager
Association of Municipalities of Ontario

Tel: 416-971-9856 #314
Fax: 416-971-6191
Smullangi@amo.on.ca

Enclosure

200 University Ave. Suite 801	www.amo.on.ca	Tel 416.971.9856	Toll Free in Ontario
Toronto, ON, M5H 3C6	amo@amo.on.ca	Fax 416.971.6191	877.426.6527



REMUNERATION AND EXPENSES FOR THE YEAR 2021

Name	Position	Period Served on Board	Elected Officials	Municipality	Official Title	Total Amount Paid	Honorarium	Expenses Only
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A. Councillors

1. Debbie Robinson	AMO Director - County Causus, EOWC Chair	Feb-Dec 2021	Y	Renfrew, County of	Warden	\$0.00	\$0.00	\$0.00
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B. Other Appointees

CERTIFIED CORRECT

Suma Mullangi

Name (Please PRINT)

Signature

Accounting Manager

Title

(416) 971-9856 x 314

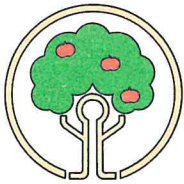
Telephone No.

Association of Municipalities of Ontario:

Name of Board

200 University Avenue, Suite 801, Toronto, Ontario, M5H 3C6

Address



Renfrew County and District Health Unit

"Optimal health for all in Renfrew County and District"

January 4, 2022

County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5

Attention: Mr. Paul Moreau, CAO

RE: 2021 Statement of Remuneration – Board of Health

Please find below an itemized statement of remuneration and expenses paid for the year 2021, pursuant to the Municipal Act, 2001, S.O. 2001, c.25 Statement 284. (3):

Name	Honoraria	Mileage (kms)
Mayor Michael Donohue	\$2100.00	\$221.40
Reeve Peter Emon	\$2450.00	-
Councillor Jennifer Murphy	\$2975.00	-
Reeve Cathy Regier	\$2275.00	-

Kind regards,

Heather G. Daly, CPA, CMA
CEO(A)/Director, Corporate Services

HD/mz

Municipal Role in PUBLIC HEALTH

Background

In Ontario, local health units are responsible for the delivery of public health services. Municipalities in Ontario continue to play an important funding and oversight role in this policy area (Hancock 2002; Siegel 2009). Some health units are integrated into municipal structures, but others operate completely separate from their municipal overseers. In 2016, there were 36 public health units in Ontario. Governance structures vary, but in general, they can be divided into two categories: autonomous and integrated. Twenty-two are autonomous, meaning that they operate as distinct local governments, separate from any municipality. The remaining 14 are integrated, meaning that they operate within the administrative structure of a municipality. The boards of autonomous health units are composed of both municipal and provincial appointees, whereas single-tier or regional councils serve as the Board of Health for most integrated health units (four of them – Chatham-Kent, Huron, Lambton and Toronto – have provincial appointees on their boards as well. But the health unit staff are municipal employees, and provincial appointees cannot outnumber municipal appointees) (see Pasut 2007: 16). A medical officer of health (MOH), who is a specialist physician in public health, leads each health unit. In integrated health units, the MOH is a municipal employee and reports to the city manager regarding certain administrative functions, whereas the MOH in an autonomous health unit reports solely to the Board of Health.

Executive Summary

The current situation of public health cost escalation without remedy for the obligated municipalities is unmanageable. The Council for the County of Renfrew has established budgetary constraints for all departments at a maximum annual increase of 2.5%. The increase demanded from our local public health unit has been 400% and 340% higher than this maximum for 2020 and 2021 respectively.

We see only two possible solutions to the pending fiscal crisis.

BRIEF

Municipal Role in PUBLIC HEALTH

1. The Province must continue to fund programs under the current (pre-April 18, 2019 announcement) Public Health Funding and Accountability Agreement -100 percent of the MCCSS programs and a 75/25 split of current cost shared programs.
2. The Province of Ontario must dissolve the autonomous organization known as the Renfrew County District Health Unit and transfer this function to the Municipal Corporation of the County of Renfrew to be integrated into our governance and administrative structure.

This transfer will eliminate the need for duplicate governance and administration of public health offices by integrating the Boards of Health (BoH) governance into our municipal council. As elected municipal officials are closest to the people, there are local synergies to take on the responsibilities of the BoH. In addition, by integrating local public health functions such as administration, finance, human resources and information technology with already existing municipal corporate functions, there is a further opportunity to achieve cost savings. Modernization of public health is important, but not at the expense of local governance and oversight that has a deep understanding of the needs of our people.

Public Health Funding

The province and member municipalities share the costs of delivering public health programs. Under the Health Protection and Promotion Act (HPPA), the enabling legislation for Ontario's health units, contributing member municipalities are obligated to pay what the Board of Health deems necessary to defray the costs of delivering mandatory public health programs. These were known as the Mandatory Health Program and Service Guidelines until 2008, when they were updated as the Ontario Public Health Standards. But the provincial contribution to public health spending, which is based on what the minister considers appropriate, has varied considerably in recent years (Pasut 2007). Before 1997, the province funded 75% of the mandatory program budgets for most boards of health and municipalities funded the remaining 25%. In 1996, the Social Services Sub-Panel of the Ontario Who Does What? panel concluded that the province has the primary interest in public health and that public health services should be delivered by provincially appointed and funded boards of health (Crombie and Hopcroft 1996). However, this recommendation was never implemented. Instead, public health and many social services were downloaded to municipalities in 1997, with the province assuming more responsibility for education (see Graham and Phillips 1998). This total download of public health lasted until 1999, when the province moved

BRIEF

Municipal Role in PUBLIC HEALTH

to a 50/50 funding formula (Campbell 2004). The 50/50 formula stayed in place until 2004. In 2005, the province began to phase in a return to its previous mandatory program contribution level of 75%. This increase in provincial funding was in response to the fallout from two public health emergencies – the *Escherichia coli* outbreak in Walkerton in 2000 and the Severe Acute Respiratory Syndrome (SARS) epidemic in 2003 – and was intended to increase the capacity of the public health system. The province's original plan was to reach the 75/25 funding split within three years, but it has since capped its annual increases. By 2011, for example, only 17 health units (out of 36) had reached the 75/25 funding split for mandatory programs (Lyon 2016).

Province Announces a Change

In April 2019, the Ontario Government announced that public health units would be reduced from 35 to 10 and that a new municipal cost sharing relationship would be implemented immediately. The cost sharing model in effect since 2005 would change from a 75/25 provincial/municipal split to a 70/30 provincial/municipal split. Further, some 100% provincially funded programs would no longer be fully funded, and these programs would be rolled into the cost-shared budget. In Renfrew County, there are only the two remaining 100% funded programs. The provincial government anticipates that “these measures are expected to achieve the \$200 million in savings the provincial government is hoping to realize” (Papadopoulos, 2019). However, it is important to note that these anticipated savings are an illusion. They are from the province's bottom line, and not that of the public health system or the taxpayer; as there is only one taxpayer. This plan will significantly increase the municipal tax burden and be particularly challenging in rural communities with aging populations and limited resources, such as Renfrew County.

The Province is fully aware of the impact to each obligated municipality because of this decision. In fact, the Renfrew County and District Health Unit (RCDHU) has received \$908,400 from the Province in temporary ‘mitigation funding’ in each of 2020 and 2021. The original Ministry base funding for RCDHU's programs is \$6,180,600 and is anticipated to be reduced to \$5,272,200 in 2022 when mitigation is no longer received. Therefore, the anticipated impact to the obligated municipalities is an increase of \$908,400 (Daly 2021). In Renfrew County, there are three obligated municipalities sharing the municipal cost of public health based on population; the County of Renfrew (86.44%), the City of Pembroke (12.41%) and the Township of South Algonquin (1.15%) .

BRIEF

Municipal Role in PUBLIC HEALTH

Once this mitigation funding is removed, the County of Renfrew anticipates an increase in our subsidy for public health to increase by \$785,221 (86.44% of \$908,400). This future increase is in addition to a demand from RCDHU for a 10% funding increase in 2020 (\$145,273) and an 8.5% increase in 2021 (\$135,286). The cumulative impact to the County of Renfrew since 2019 will be an increase in the property tax burden of \$1,065,780.

REFERENCES

- Campbell, A. 2004. The SARS Commission Interim Report – SARS and Public Health in Ontario. Toronto, ON: Queen's Printer.
- Crombie, D. and G. Hopcroft. 1996. Letter to the Honourable Al Leach, Minister of Municipal Affairs and Housing, RE: Social Services Sub-Panel. December 20 [released by the Government of Ontario in connection with the Who Does What? panel].
- Daly, H. email July 6 2021, CEO (A) / Director, Corporate Services, Renfrew County and District Health Unit
- Graham, K.A. and S.D. Phillips. 1998. "Who Does What in Ontario: The Process of Provincial-Municipal Disentanglement." Canadian Public Administration 41(2): 175–209. doi:10.1111/j.1754-7121.1998.tb01536.x.
- Hancock, T. 2002. "From Public Health to the Healthy City." In E.P. Fowler and D. Siegel, eds., Urban Policy Issues: Canadian Perspectives, 2nd ed. Don Mills, ON: Oxford University Press.
- Lyons, J. 2016. The Independence of Ontario's Public Health Units: Does Governing Structure Matter? <www.longwoods.com/content/24777/the-independence-of-ontario-s-public-health-units-does-governing-structure-matter>
- Papadopoulos, A. (2019). Changes to Public Health Funding in Ontario, University of Guelph
- Pasut, G. 2007. An Overview of the Public Health System in Ontario. Retrieved March 19, 2013. <www.durham.ca/departments/health/pub/hssc/publicHealthSystemOverview.pdf>.

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www.countyofrenfrew.on.ca

Office of the
County Warden



January 31, 2022

Honourable Christine Elliott
Deputy Premier - Minister of Health
Ministry of Health
5th Floor, 777 Bay St.
Toronto, ON M7A 2J3

Dear Minister Elliott,

On behalf of the residents of the County of Renfrew, I would like to extend our sincere gratitude for the thoughtful engagement afforded our delegation at the recent ROMA conference. We very much appreciated your approach and willingness to listen to our concerns.

In April 2019, the Ontario Government announced that the number of public health units would be reduced from 35 to 10 and that a new municipal cost-sharing relationship would be implemented immediately. The cost-sharing model in effect since 2005 would change from a 75/25 provincial/municipal split to a 70/30 provincial/municipal split. Further, some 100% provincially funded programs would no longer be fully funded, and these programs would be rolled into the cost-shared budget.

The provincial government anticipates that "... these measures are expected to achieve the \$200 million in savings the provincial government is hoping to realize". However, it is important to note that these anticipated savings are an illusion. They are from the province's bottom line, and not that of the public health system or the taxpayer; as there is only one taxpayer. This plan will significantly increase the municipal tax burden and be particularly challenging in rural communities with aging populations and limited resources, such as Renfrew County.

The Province should be aware of the impact to each obligated municipality because of this decision. In fact, the Renfrew County and District Health Unit (RCDHU) has received \$908,400 from the Province in temporary 'mitigation funding' in each of 2020 and 2021. In the RCDHU catchment area there are three obligated municipalities sharing the municipal cost of public health based on population; the County of Renfrew (86.44%), the City of Pembroke (12.41%) and the Township of South Algonquin (1.15%). Should the mitigation funding be removed, the County of Renfrew anticipates an increase in our subsidy for public health to increase by \$785,221.

This future increase is in addition to a requirement from RCDHU for a 10% funding increase in 2020 (\$145,273) and an 8.5% increase in 2021 (\$135,286). The cumulative impact to the County of Renfrew since 2019 will be an increase in the property tax burden of \$1,065,780.

We were buoyed by our conversation with you and your positive response to consider municipal impacts to any future changes to the provincial/municipal cost-sharing arrangement for Public Health units.

Our Renfrew County and District Health Unit will continue to provide much needed services to the residents of the County of Renfrew post pandemic. To that end, we welcome further discussion with you and Ministry staff at your convenience.

Sincerely,



Debbie Robinson, Warden

County of Renfrew

warden@countyofrenfrew.on.ca

c: The Honourable Doug Ford, Premier of Ontario

John Yakabuski, MPP, Renfrew-Nipissing-Pembroke and Parliamentary Assistant to the Premier

Dr. Rob Cushman, Acting Medical Officer of Health, Renfrew County and District Health Unit

Summary of Surplus Accounts

CFR #836

- Has a balance of **\$362,170.66**
- The Claims Fluctuation Reserve is fully funded at 10% of the health and dental premium

UDA #2042

- Opened this UDA Account September 1, 2007 and is now frozen
- Has a surplus balance of **\$113,755.82**
- The Town of Deep River, Ontario Highlands Tourism Organization and The Township of Laurentian Valley are excluded from this UDA

UDA #2560

- Opened this UDA Account March 1, 2013
- Has a surplus balance of **\$771,833.25**
- All municipalities are included within this UDA Account

Subject: FW: 2021 Financial Indicators - Renfrew County
Attachments: FITC21_Renfrew Co.pdf

From: Staveley-Watson, Meredith (MMAH)
Sent: Friday, January 21, 2022 3:53:09 PM
To: Jeff Foss
Subject: 2021 Financial Indicators - Renfrew County

Good afternoon Municipal Treasurer,

The Ministry of Municipal Affairs and Housing reviews each municipality's financial health through the use of key financial indicators in relation to established provincial thresholds. Please find attached the financial indicator template that has been calculated using your 2020 Financial Information Return data.

The Ministry reviews the indicators from time-to-time, to make sure they provide useful information. This year we have not made any changes to the indicators.

The formulas (SLC references and calculations) are included in the report for all indicators to provide you with the FIR schedule, line and column that we have drawn the data from.

For each Financial Indicator, medians and averages have been calculated for comparator groupings relevant to the municipality.

Although Financial Indicators may provide important information about a municipality's fiscal health, it is important to remember that they only provide a financial snapshot at a particular moment in time and should never be used in isolation but should be supported with other information and local knowledge.

Also enclosed with the FITs template is the Municipal Financial Profile for your Municipality.

The profile spreadsheet contains data points from the Financial Information Returns (FIR), as well as a variety of calculations based on the FIR information. Other information comes from sources such as, the Municipal Property Assessment Corporation (MPAC), Statistics Canada and the On-Line Property Tax Analysis (OPTA) system. Municipalities are required on an annual basis to complete a Financial Information Return (FIR) based mainly on the information from their audited financial statements.

For 2020, the County of Renfrew had one indicator that was within the "moderate" level of risk including Closing Amortization Balance as a % of Total Cost of Capital Assets.

Please advise if you would like to book a meeting to review your indicators.

Sincerely,

Meredith Staveley-Watson

(she/her/elle)

Municipal Advisor / Conseillère en gestion municipale

Ministry of Municipal Affairs and Housing / Ministère des Affaires municipales et du Logement

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Renfrew Co

Date Prepared:	02-Nov-21
MSO Office:	Eastern
Prepared By:	Meredith Staveley-Watson
Tier	UT

2020 Households:	48,220
2020 Population	76,315
2021 MFCI Index	n/a

Median Household Income:	70,106
Taxable Residential Assessment as a % of Total Taxable Assessment:	82.8%
Own Purpose Taxation:	43,632,648

SUSTAINABILITY INDICATORS

Indicator	Ranges	Actuals	South - UT - Counties		Level of Risk
			Median	Average	
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2016	0.0%	0.0%	LOW
		2017	0.0%	0.0%	LOW
		2018	0.0%	0.0%	LOW
		2019	0.0%	0.0%	LOW
		2020	0.0%	0.0%	LOW
Net Financial Assets or Net Debt as % of Own Source Revenues	Low: > -50% Mod: -50% to -100% High: < -100%	2016	22.1%	25.7%	LOW
		2017	24.6%	26.1%	LOW
		2018	27.4%	30.6%	LOW
		2019	36.5%	37.5%	LOW
		2020	43.0%	50.6%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2016	29.1%	29.7%	LOW
		2017	30.7%	31.3%	LOW
		2018	32.4%	34.0%	LOW
		2019	40.2%	38.8%	LOW
		2020	43.9%	45.4%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2016	1.97:1	2.57:1	LOW
		2017	2.29:1	2.8:1	LOW
		2018	2.53:1	2.42:1	LOW
		2019	3.8:1	2.82:1	LOW
		2020	2.65:1	2.57:1	LOW

FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	Low: < 5% Mod: 5% to 10% High: >10%	2016	0.8%	1.8%	LOW
		2017	0.9%	1.7%	LOW
		2018	1.2%	1.7%	LOW
		2019	1.3%	1.5%	LOW
		2020	1.2%	1.2%	LOW
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2016	55.6%	46.5%	MODERATE
		2017	55.7%	46.9%	MODERATE
		2018	56.6%	47.9%	MODERATE
		2019	57.5%	48.3%	MODERATE
		2020	58.1%	49.0%	MODERATE
Annual Surplus / (Deficit) as a % of Own Source Revenues	Low: > -1% Mod: -1% to -30% High: < -30%	2016	10.1%	10.0%	LOW
		2017	12.9%	12.2%	LOW
		2018	9.9%	11.4%	LOW
		2019	14.9%	14.7%	LOW
		2020	25.6%	23.0%	LOW

The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Renfrew Co

NOTES

Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.

Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

Additional Notes on what Financial Indicators may indicate:

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - Shows how much of the taxes billed are not collected.

Net Financial Assets or Net Debt as % of Own Source Revenues - Indicates how much property tax and user fee revenue is servicing debt.

Reserves and Reserve Funds as a % of Municipal Expenses - Indicates how much money is set aside for future needs and contingencies.

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) - Indicates how much cash and liquid investments could be available to cover current obligations.

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs) - Indicates how much of each dollar raised in revenue is spent on paying down existing debt.

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) - Indicates how much of the assets' life expectancy has been consumed.

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues - Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (e.g. reserves, debt repayment, etc.)

The Northern and Rural Municipal Fiscal Circumstances Index (MFICI) is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFICI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFICI corresponds to relatively positive fiscal circumstances, whereas a higher MFICI corresponds to more challenging fiscal circumstances. (Note: the MFICI index is only available for northern and rural municipalities)

FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Renfrew Co

CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied

SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)

Net Financial Assets or Net Debt as % of Own Source Revenues

SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 -
SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 -
SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

Total Reserves and Reserve Funds as a % of Municipal Expenses

(SLC 60 2099 02+SLC 60 2099 03)/(SLC 40 9910 11-SLC 12 9910 03-SLC 12 9910 07)

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)

SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)

(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)

SLC 51 9910 10 / SLC 51 9910 06

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues

(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 -
SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 -
SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)

January 7, 2022

The Honourable Doug Downey, Attorney General
Ministry of the Attorney General
11th Floor, 720 Bay St.
Toronto, ON M7A 2S9

Dear Minister,

We, the Mayors of the Town of Caledon and the Town of Mono, respectfully submit this joint letter to provide you with our municipal perspectives, outline our unique challenges and frustrations, and also to propose solutions that would mitigate the serious issues facing our provincial offence courts in Dufferin and Caledon.

Municipal resources are being exhausted and pushed beyond capacity and the implications are profound. The information we share below clearly indicates that the Caledon/Dufferin POA Courts are in a crisis. We are not alone in the Province nor are the problems described here solely attributable to COVID 19.

The critical challenges are:

Last minute cancellations due to a lack of judicial resources

This is resulting in a negative and compounding administrative impact to case management. As example, between September 10th and December 15th there were 3,038 docket lines cancelled and rescheduled. This one example equates to 26 closed court days.

A related frustration is that early resolution dockets are often cancelled, with the next available return date being in June pushing some matter 12 months before they are able to have an early resolution. Matters requesting trials are being scheduled up to 24+ months out.

Another troubling result of this issue is the capital and operating costs to run a court are essentially wasted when we are forced to reschedule due to lack of, or cancellation of, judicial resources. We have provided the courtroom and technology, the court clerks and prosecutors, and notified all the defendants, only to repeatedly cancel.

Reduction of Judicial availability for administrative functions such as swearing of informations, issuing of summons and review of applications

This is creating an enormous backlog and, in some cases, has resulted in the swearing of informations occurring *after* an appearance date causing inconvenience to defendants and the need to re-issue summonses with attendant multiple, unproductive court attendances.

Outlined below are some possible solutions that from our perspective would mitigate these issues.

- Assign Justices of the Peace to POA courts either in person or virtually. This should entail total mobility for all justices of the peace regardless of region.
- There are currently over 80 per diem justices of the peace and they should be utilized to the fullest. Exemption from their presiding 'cap', something allowed for, should be considered to address backlog. Per diem justices of the peace willing to accept POA assignments would go a long way to addressing backlog.
- Allow e-Hub access for POA court matters immediately, for the swearing of informations and issuing of summons to start addressing the timeliness of judicial administrative functions and paperwork.
- Launch early resolution, trial and paperwork blitzes to address backlog. Make judicial dependant paperwork a mandatory part of court assignments.
- Use your legislative authority as Attorney General to fast track section 11 of the POA to proclaim the re-opening amendments and, amend the early resolution process in section 5 of the PA to permit the clerk of the court to enter convictions.
- Together with the Ontario Court of Justice, commit to convening a 'Justice Summit' on POA where all stakeholders can address the considerable issues facing our courts.

Minister, it is not inconceivable that hundreds if not thousands of serious charges are at risk of being withdrawn either by prosecutors or as the result of a court ruling on 11b of the Charter as it applies to old POA cases.

We are very willing to be part of the solution and welcome a further conversation with you or your staff on how we can work together. We look forward to your response.

Sincerely,



Mayor John Creelman
Town of Monge



Mayor Allan Thompson
Town of Caledon

Copy to:

The Honourable Sylvia Jones, MPP Dufferin Caledon

The Honourable Lise Maisonneuve, Chief Justice, Ontario Court of Justice

The Honourable Paul R. Currie, Regional Senior Justice, Central West Judicial District

Her Worship Marsha Farnand, Regional Senior Justice of the Peace

COUNTY OF RENFREW

BY-LAW NUMBER ~~77-21~~ - 22

A BY-LAW TO AMEND BY-LAW 59-02 CORPORATE POLICIES AND PROCEDURES FOR THE COUNTY OF RENFREW

WHEREAS on November 27, 2002 the Corporation of the County of Renfrew enacted By-law No. 59-02, a By-law to establish Corporate Policies and Procedures for the County of Renfrew;

AND WHEREAS it is deemed desirable and expedient to amend the said By-law for the purpose of establishing a new policy and/or amending an existing policy and/or removing an existing policy;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the following new or revised Policy attached to this By-law be hereby enacted as an amendment to the said By-law 59-02:
 - Policy GA-01 – Procurement of Goods and Services.
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this ~~30th day of June, 2021~~ **23rd day of February, 2022.**

READ a second time this ~~30th day of June, 2021~~ **23rd day of February, 2022.**

READ a third time and finally passed this ~~30th day of June, 2021~~ **23rd day of February 2022.**

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

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POLICY STATEMENT

The County of Renfrew will purchase goods and services for its operations as outlined in this policy.

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1.0 PURPOSE

a. This policy is intended to set out how the County will seek to ensure that all materials, supplies and services provided to it are purchased on an open and fair basis, with a view that the County The objective of this Policy is to obtain the best value when purchasing goods, construction and services for the County, while treating all suppliers Bidders and Vendors equitably.

a-b. Section headings are for ease of reference only.

b. The guiding procurement principle supports that, wherever possible, purchases be made using a competitive process that is open, transparent and fair to all suppliers.

c. These objectives and principles are reflected in this Policy.

2.0 DEFINITIONS

2.1 “Award” means authorization to proceed with the purchase of goods, services or construction (when “services” are hereinafter referred to, that term includes “construction) from a chosen ~~supplier~~Vendor.

“Best Value” means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan.

“Bid” means an offer or submission from a ~~supplier~~Vendor in response to a Bid Solicitation.

“Bid Bond” means the form of security as required in the Bid Solicitation documentation to guarantee that the successful Bidder enters into a contract with the County.

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“Bidder” means an individual, partnership, corporation or any other entity who responds to a Bid Solicitation from the County for the supply of goods and services to the County.

“Bid Deposit” means currency, certified cheque, bank draft, bond surety issued by a surety company or other form of negotiable instrument acceptable to the County submitted by a Bidder as evidence of their commitment to enter into a Formal Agreement to do the work outlined in the Bid Solicitation.

“Bid Solicitation” means a formal request for bids that may be in the form of a Request for Quotation, Request for Qualifications, Request for Tender, Request for Proposal or Request for Standing Offer.

“Bidding System” means an electronic tendering program such as “Bids&Tenders” to use as a digital platform for procurement.

“Bidding System Vendor Account” means the account that each Bidder shall be required to have within the Bidding System in order to register as a Plan Taker for an opportunity to bid on Requests for Proposal, Quotation, or Tender issued by the County of Renfrew through the Bidding System.

“Chief Administrative Officer” (“CAO”) means the County’s employee with that title or person acting in that capacity as designated by By-law.

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless they are included in the procurement.

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“Contract” means a legally binding agreement between two or more parties by way of a Purchase Order or a Formal Agreement or otherwise that is in between two or more parties that creates an obligation to do or not to do a particular thing writing, for the exchange of goods and/or services for money or other consideration.

“Contract Extension or Follow-On Contract” means an amendment to a Contract which can include either an increase in the value of the Contract, an increase in scope of work or an extension of the time in which the goods and/or services referred to in the Contract are to be supplied and/or performed.

“Corporate Credit Card” means a credit card issued to users as a system of payment.

“Council” means the Council of the Municipal Corporation of the County of Renfrew.

“Council Approved Estimates” means Council approved departmental budgets, including authorized revisions.

“County” means the Municipal Corporation of the County of Renfrew.

“Delegated Authority” means the person who has the right to conduct the tasks set out in this policy and authorized to procure goods and services up to a defined purchase amount and in accordance to this Policy.

“Director” means the County employee with administrative responsibilities for the operation of a County Department, including the ~~Chief Administrative Officer~~ CAO.

“Disposal” means the removal of material/equipment from the County by sale, trade-in, alternative use or destruction.

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~~“Electronic Tendering” means the use of an electronic program such as a Bidding System such as “Bids&Tenders” for a digital procurement platform.~~

“Employee-Employer Relationship” means a relationship that exists where persons for pay or other consideration, enter into the service of others and devote their personal labour for any given period and the other person has the power or right to control or direct the person in the material details of how the work is to be performed.

“Fair Market Value” means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm’s length, who are fully informed and not under any compulsion to transact.

~~“Follow on Contract” means a contract, which represents an extension to a contract, which was previously awarded to a supplier, contractor or consultant.~~

“Formal Agreement” means an agreement developed for the purposes of entering into a contractual agreement for the provision of goods or services. The agreement shall specify the terms of reference, terms of payment, respective responsibilities, etc.

“Goods” means moveable property including, the costs of installing, operating, maintaining or manufacturing such moveable property and raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a construction contract.

“Highest Technical Bid” means the bid that would provide the County with the best product or service, as measured by the evaluation criteria.

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“Holdback” means an amount withheld under the terms of the Contract other than the “Statutory Holdback” to ensure the complete performance of the Contract and to avoid overpayment in relation to progress of work.

“Lowest Responsive Bid” means the bid that would provide the County with the desired goods, ~~and/or~~ and construction at the lowest cost, meets all the specifications and criteria and contains no major irregularity or qualifications.

“Opening Committee” means a committee consisting of a minimum of two County employees and comprised of at least one representative from the Department requesting the procurement and the Finance Division.

“Owner” means the Municipal Corporation of the County of Renfrew.

“Payment Bond” means a form of security purchased from an insurance company, which provides a guarantee that the Contractor will pay the complete costs of labour, materials, and other services related to the project for which ~~he is the Contractor is~~ responsible under the Contract for construction.

“Performance Bond” means the type of security furnished to the Owner to guarantee completion of the work in accordance with the Contract and to the extent provided in the bond.

“Petty Cash” means a small amount of discretionary funds in the form of cash used for expenditures where it is not feasible to make the disbursement by any other means.

“Plan Taker” means a Bidder who has registered as a Plan Taker for a solicitation with a Bidding System and who has paid either the Bids&Tenders Annual Subscription Fee or the Pay-Per-Use Fee, in addition to any additional fee that may be charged by a Bidding System, or has contacted the Corporation requesting a Tender or Quotation.

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“Professional Services” means services requiring the skills of professionals for a defined service requirement including, architects, engineers, designers, management, auditors and financial consultants and firms or individuals having specialized competence in environmental, planning or other disciplines.

“Progress Payment” means a payment made under the terms of a Contract after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole Contract.

“Proposal” means a bid submitted in response to a Request for Proposal.

“Purchase” means to acquire goods, ~~services or construction~~ and /, or services by purchase, rental, lease or trade.

“Purchase Order” (“PO”) means a written offer to a ~~supplier~~ Vendor formally stating all terms and conditions for the purchase of goods and /, or services ~~goods, services or construction~~ or a written acceptance of an offer received in accordance with this Policy.

“Quote” means a bid submitted in response to a Request for Quotation.

“Request for Proposal” (“RFP”) means a Bid Solicitation based on relevant specifications and where ~~suppliers~~ Vendors are invited to propose a solution. Award will be based on an evaluation process, not just cost.

“Request for Quotation” (“RFQ”) means a Bid Solicitation where written quotes are received from ~~suppliers~~ Vendors without formal advertising or receipt of sealed bids.

“Request for Tender” (“RFT”) means a Bid Solicitation based on relevant specifications, terms and conditions where the recommendation to award the Contract is intended to be the Lowest Responsive Bidder.

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“Request for Standing Offer”- (“RFSO”) means a process used to solicit standing offers to provide goods and services on an as-and-when required basis, at firm prices, as per established terms and conditions. It must clearly state the requirement, the evaluation method and selection criteria, the call-up procedures, the ranking methodologies, whenever applicable, to be used for making call-ups against the authorized Standing Offer(s), and all terms and conditions applicable to the Contract that is brought into effect, as a result of any call-up.

“Security Deposit” means a deposit of securities by a ~~supplier~~Vendor that the County may convert under defined conditions to complete the ~~Supplier’s~~Vendor’s contractual obligation.

“Selection Committee” means a committee comprised of at least three (3) staff members who are knowledgeable about a project under review and charged with the responsibility of evaluation of proposal submissions. The Director shall appoint the committee members.

“Special Circumstance” means:

- a. an event that is exceptional or could not be foreseen and is a threat to the health, safety or welfare of the public;
- b. an event that could cause loss or damage to public or other property, or
- c. an event that has disrupted essential services that need to be re-established without delay.

“Standing Committee” means an approved Standing Committee of Council.

“Standing Offer” means an offer from a ~~supplier~~Vendor that allows the County to purchase frequently ordered goods ~~, services or construction from and /- or services from suppliers at~~Vendors at prearranged prices, under set terms and conditions, when and if these are requested but no Contract exists until the County places an order against the Standing Offer.

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“Statutory Holdback” means the amount retained by the County in accordance with the requirements of the Construction ~~Lien~~-Act R.S.O. 1990, ~~Chapter~~ C.30 as amended (the “Construction Act”).

“Substantive Objection” means a written objection provided to the Director or the ~~Chief Administrative Officer~~CAO, by an interested party giving specific reasons for the objection and subject to the proviso that the objection is not precluded by legislation or applicable trade agreements.

“Tender” means a written detailed offer where the estimated value exceeds \$50,000 from a ~~supplier~~Vendor to supply goods and/or services~~goods, services or construction~~.

“Terms of Reference” means an identification of the specific requirements that a ~~vendor supplier or service provider~~ Bidder must undertake in the execution of a Contract awarded to it.

“Total Amended Value” means the sum of the value of the original Contract and all subsequent amendments to the Contract.

“Treasurer/~~Deputy Clerk~~” means the County’s employee with that title or acting in that capacity.

“Vendor” means an individual, partnership, corporation or any other entity who has been selected by the County to supply goods and/or services to the County.

“Web Clock” means the official time set by the National Research Council of Canada: <https://nrc.canada.ca/en/web-clock/> Eastern Standard Time.

~~To establish the definition of any other purchasing term not herein included, reference shall be made to the latest edition of the National Institute of Governmental Purchasing Guide~~To establish the definition of any other procurement term not herein included, reference shall be made

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to the latest edition of the NIGP – the Institute for Public Procurement’s Dictionary of Procurement Terms.

~~—2.2 —Schedules “A”, “B” and “C” attached hereto, form part of this Policy.~~

3.0 GENERAL PROCUREMENT POLICY APPLICATION

3.1 The procedures prescribed in this Policy ~~shall~~will be followed to make a Contract Award or to make a recommendation of a Contract Award to Council.

3.2 The following Schedules attached hereto, form part of this Policy:

a. Schedule “A” – Levels of Contract Approval Authority (provided for ease of reference purposes only and subject to specific wording of the Corporate Policies and Procedures document);

b. Schedule “B” – Irregularities Contained in Bids; and;

c. Schedule “C” – Minimum Standards and Requirements for Tenders.

~~3.1~~

4.0 RESPONSIBILITIES AND AUTHORITIES

4.1 Directors have responsibility for procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project.

4.2 Directors and the ~~Chief Administrative Officer~~CAO have authority to award contracts in the circumstances specified in this Policy, provided the delegated power is exercised within the limits prescribed in this Policy and the requirements of this Policy are met.

4.3 The ~~Chief Administrative Officer~~CAO has the authority to instruct Directors not to award contracts but to submit recommendations to Council for

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approval. The CAO may provide additional restrictions concerning procurement, where such action is considered necessary and in the best interest of the County.

- 4.4 In accordance with the Tangible Capital Asset Policies adopted by Council, Directors are responsible for ensuring that notice of acquisition, betterment, etc. of any tangible capital asset purchased in accordance with this Policy be reported to the Finance ~~Department~~Division.

5.0 REQUIREMENT FOR FUNDING APPROVAL

- 5.1 The exercise of authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts, within Council approved estimates.
- 5.2 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:
- a. the identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates;
 - b. the requirement for the goods or services will continue to exist in subsequent years and in the opinion of the Treasurer/~~Deputy Clerk~~, the required funding can reasonably be expected to be made available; and,
 - c. the Contract has a provision in it that the supply of goods or services in subsequent years is subject to the approval by Council of the department estimates to meet the proposed expenditures.

6.0 RESTRICTIONS

- 6.1 No requirement may be divided into two or more parts to avoid the application of the provisions of this Policy.
- 6.2 Purchase requisitions for services, where the services could result in the establishment of an employee - employer relationship, are not permitted.

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6.3 Where this Policy identifies Delegated Authority limits for Contract awards, the value of a Contract shall be the sum of:

- a. all costs to be paid to the ~~supplier~~Vendor under the Contract;
- ~~b. all taxes; and,~~
- ~~c. b.~~ less any rebates.

7.0 PRESCRIBED COUNCIL APPROVAL

7.1 Despite any other provision of this Policy, the following ~~contracts~~Contracts are subject to Council approval:

- a. any ~~contract~~Contract requiring approval from the ~~Ontario Municipal Board~~Local Planning Appeal Tribunal;
- b. any ~~contract~~Contract prescribed by Statute to be made by Council;
- c. where the cost amount proposed for acceptance is higher than the Council approved departmental estimates and the necessary adjustments cannot be made within the Departmental budget;
- d. where the revenue amount proposed for acceptance is lower than the Council approved departmental estimates;
- e. where a Substantive Objection emanating from the Bid Solicitation has been filed with the Director or with the ~~Chief Administrative Officer~~CAO,
- f. where a major irregularity precludes the award of a tender to the ~~supplier~~Vendor submitting the Lowest Responsive Bid; and,
- g. where authority to approve has not been expressly delegated.

8.0 TRADE AGREEMENTS

8.1 Procurements by the County may be subject to the provisions of trade agreements.

8.2 Where an applicable trade agreement is in conflict with this Policy, the trade agreement shall take precedence.

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9.0 NOTIFICATION REQUIREMENTS

9.1 Advertising for RFQs is at the discretion of the Manager/Director. A notice is not required on the website.~~Request for Quotations- A notice shall be sent directly via email to Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the Contract included in the notice.~~

~~9.19.2~~RFQs require the receipt of at least two (2) written quotations where cost is estimated to be up to \$50,000. Where only one (1) written Quotation is received, approval is required as outlined under Sections 15.0, 16.0 and 17.0. ~~There is no formal advertising requirement or sealed tenders.~~

9.3 ~~Request for Tenders~~RFTs require a notice on the County's website. A notice shall also be sent directly via email to a minimum of six (6) Vendors with experience undertaking works for the County, and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

~~9.2 Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Vendors. require that an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's website. If a Bidding System is to be utilized, n~~otifications must advise that an electronic Bids&Tenders program is used and provide the site link.

If the required expertise for undertaking the works for the County, as described in the Tender, is outside of the County, the Director may advertise in the Daily Commercial News, a daily newspaper or in a trade publication.

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~~9.39.4 Responses to RFPs~~Request for Proposals with an estimated cost up to \$100,000 are to be invited from a minimum of three (3) qualified firms.

RFPs require a notice on the County's website. A notice shall be sent directly via email to a minimum of three (3) Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the Contract included in the notice. Should less than three (3) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic Bids&Tenders program is used and provide the site link.

~~Request for Proposals with costs estimated to be in excess of \$100,000 shall have notices advertised in at least one local newspaper, with circulation in all or a major portion of the County. Notice must also be placed on the County's website. The~~A Director may elect to use this process for projects valued less than \$100,000.

If the required expertise is outside of the County, ~~the~~a Director may, in consultation with the ~~Chief Administrative Officer~~CAO, advertise in the Daily Commercial News, a daily newspaper or in a trade publication.

9.5 Request for Standing Offers-RFSOs require a notice on the County's website. A notice shall be sent directly via email to a minimum of six (6) Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

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9.4 Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic Bids&Tenders program is used and provide the site link. ~~that an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's web site~~ If a bidding system is to be utilized, n.

~~9.5.9.6~~At the discretion of ~~the a~~ Director, and in consultation with the ~~Chief Administrative Officer~~CAO, other means of notification, such as MERX, may be used in connection with the notices under Sections 9.2 and 9.3.

10.0 PROCUREMENT DOCUMENTATION

10.1 Procurement documentation shall avoid use of specific products or brand names and shall not contain wording which has the effect of calling for the use of specific products or brand names.

10.2 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations, such as the Standards Council of Canada, shall be preferred.

10.3 Notwithstanding Section 10.1, a Director may, with the approval of the ~~Chief Administrative Officer~~CAO, specify a specific product or brand name for essential functionality purposes, to avoid unacceptable risk or for some other valid purpose. ~~In such instances, the Director shall manage the procurement to achieve a competitive situation if possible.~~The Director shall manage the procurement process in such a manner as to achieve as competitive a situation as possible in these circumstances.

10.4 Directors shall:

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- a. give consideration to the need for value analysis comparisons of options or choices; and,
- b. ensure that adequate value analyses comparisons are conducted to provide assurance that the specification will provide best value.

11.0 LEGAL SERVICES

- 11.1 The ~~Chief Administrative Officer~~CAO shall be advised whenever legal services are estimated to be in excess of \$5,000 per occurrence.
- 11.2 ~~The A~~ Director may approve legal services with an estimated cost less than \$15,000 per occurrence.
- 11.3 For legal services with an estimated cost between \$15,000 and \$100,000 per occurrence, the approval of the ~~Chief Administrative Officer~~CAO is required.
- 11.4 For legal services with an estimated cost in excess of \$100,000, the ~~Chief Administrative Officer~~CAO shall obtain the approval of County Council. The ~~Chief Administrative Officer~~CAO's report to Council shall remain confidential unless otherwise directed by County Council.

12.0 AUDITING SERVICES

- 12.1 The County shall appoint an auditor licensed under the Public Accounting Act, 2004, as amended who is responsible for:
 - a. annually auditing the accounts and transactions of the County and its local boards and expressing an opinion on the financial statements of these bodies based on the audits; and,
 - b. performing duties required by the municipality or local board.
- 12.2 An auditor of the County shall not be appointed for a term exceeding five (5) years.

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- 12.3 Prior to or upon the expiry of the current term of appointment, the ~~Chief Administrative Officer~~CAO has the authority to seek and obtain a Proposal from the auditing firm for continued service.
- 12.4 Notwithstanding any other provision of this Policy, if the Proposal received under Section 12.3 is considered reasonable and appropriate by the ~~Chief Administrative Officer~~CAO, the ~~Chief Administrative Officer~~CAO shall obtain the approval of County Council to reappoint the ~~Auditing~~auditing firm for a term not to exceed five (5) years from the date of the expiry of the current appointment.
- 12.5 Should the Proposal received under Section 12.3 not be considered reasonable and appropriate by the ~~Chief Administrative Officer~~CAO, or if the ~~Chief Administrative Officer~~CAO does not exercise their authority under Section 12.3 above, the provisions of this ~~by-law~~Policy shall be followed to procure ~~the an~~ auditing firm for the County of Renfrew.

13.0 CANCELLATION OF A BID SOLICITATION

- 13.1 A Director may cancel a Bid Solicitation at any time.
- 13.2 ~~The A~~ Director shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

14.0 GENERAL PROCUREMENT PROCEDURES

- 14.1 The following are authorized procedures and project cost limits for the procurement of ~~goods, services or construction~~ goods and /-or services:

14.1 This chart is provided for ease of reference purposes only and is subject to the specific wording of the Corporate Policies and Procedures document.

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Procedure	Project Cost	Reference Sections
Petty Cash	\$500 or less	15.0
Credit Card	\$5,000 or less	16. 10
Purchase Order	\$15,000 or less	16 17.0
Request for Quotation	\$50,000 or less	9.1/14.3/ 17 18.0
Request for Tender	Any Value	9.2/14.3/ 17 18.1/ 18 19.0
Request for Proposal	Any Value	9.3/14.4/14.5/ 17 18.1/ 19 20.0
Request for Standing Offer	\$100,000 or less	9.4/ 17 18.1/ 20 21.0

- 14.2 The above procedures are fully described in Sections ~~15-14~~ to 2~~13~~ inclusive. Schedule "A" hereto provides a summary in tabular form of the levels of Contract approval to the limitations expressed therein.
- 14.3 ~~Request for QuotationRFQ~~ and ~~Request for TenderRFT~~ procedures, shall be used where a requirement can be fully defined and best value for the County can be achieved, by an award selection made on the basis of the Lowest Responsive Bid.
- 14.4 The ~~Request for ProposalRFP~~ procedure shall be used, where, to achieve best value, the award selection will be made on a formal evaluation. Criteria will be established, involving a combination of mandatory and desirable requirements, where the requirement is best described in a general performance specification and where innovative solutions are sought.
- 14.5 ~~Request for ProposalsRFPs~~ will normally be evaluated and scored according to a combination of the following criteria:
- understanding of the assignment;
 - capabilities of firm or project team;
 - previous experience on assignments of a similar nature;

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- d. past performance in the provision of services to the County or local municipalities in the County of Renfrew;
- e. quality of submission;
- f. cost savings and/or process improvements for the County;
- g. project schedule;
- h. cost; and,
- i. other criteria as may be appropriate for the services being sought.

14.6 The ~~Request for Proposal RFP~~ document issued by the County will identify the criteria being evaluated and the weighting given to each criterion.

14.614.7 ~~The~~A Director shall provide specific Terms of Reference for services for contracts of an estimated value greater than \$20,000.

14.714.8 A general scope established by ~~the~~a Director that describes requirements in less detail than for a Terms of Reference, is sufficient for contracts of an estimated value of ~~\$10,000~~\$20,000 or less.

14.814.9 Where a requirement has corporate-wide application or applies to two or more departments, one Director shall manage the procurement, keeping other ~~effected~~affected Directors informed and be accountable for the authorization of the procurement.

15.0 PURCHASES OF \$500 OR LESS

15.1 A Director shall have authority to establish a Petty Cash fund in such an amount to meet the requirements of the ~~department~~Department for the acquisition of goods, ~~services or construction and~~or services having a value of \$500 or less.

15.2 Expenditures not exceeding \$500 including purchases of goods, ~~services and construction and~~or services may be made from Petty Cash in any one instance. Petty Cash should only be used when it is not feasible to use a ~~purchasing properly authorized credit~~ card.

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- 15.3 Purchases made pursuant to Section 15.1 shall be made from the competitive marketplace wherever possible.
- 15.4 The dollar limit referred to in Section 15.1 shall not apply to registration or search fees and land transfer tax payable in real estate transactions.

15.5 All petty cash disbursements shall be evidenced by ~~vouchers~~ receipts and which shall be ~~processed~~ submitted to the ~~through the~~ Finance Department. Division when the Petty Cash fund is being replenished.

16.0 PURCHASES NOT EXCEEDING \$5,000

16.1 Payment for purchases of goods and/or services not exceeding \$5,000 in value, incurred in the general administration of a department, may be made using a properly authorized credit card.

16.2 The dollar limit referred to in Section 16.1 shall not apply to registration or search fees and land transfer tax payable in real estate transactions.

16.3 All credit card purchases shall be evidenced by receipts which shall be submitted to the Finance Division when credit card is reconciled.

~~15.5~~16.4 The procedure used to purchase the goods and/or services shall demonstrate that Fair Market Value was achieved.

16.0~~16.0~~17.0 PURCHASES NOT EXCEEDING \$15,000

~~16.1 Payment for purchases of goods, services or construction not exceeding \$15,000 in value, incurred in the general administration of a department, may be made using:~~

- ~~a. a properly authorized credit card;~~
- ~~b. a properly authorized purchase order; or,~~
- ~~c. from a supplier's invoice, where the requirements of Sections 16.2 to 16.5 inclusive, have been complied with.~~

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~~16.21.1 The procedure used to purchase the goods, services or construction shall demonstrate that fair market value was achieved.~~

~~16.3~~17.1 The procedure used to make purchases exceeding \$~~10~~15,000 shall include evidence that ~~the a~~ Director obtained a minimum of two (2) verbal or written quotes.

17.2 For purchases not exceeding \$15,000 in value, ~~the a~~ Director may delegate ~~his/her their~~ authority to a designate, provided the designate follow the requirements of this Policy.

~~17.3 The procedure used to purchase the goods and/or, services or construction shall demonstrate that Fair Market Value was achieved.~~

~~17.4 The purchase of goods and/or services referred to in Section 17.1, shall be made through the issue of a PO or Supplier Invoice.~~

~~16.4~~

~~17.0~~18.0 PURCHASES GREATER THAN \$15,000 BUT NOT EXCEEDING \$50,000

~~17.1~~18.1 Subject to Section ~~17~~18.2, requirements estimated at \$50,000 or less, should be handled by the ~~Request for QuotationRFQ~~ procedure; however, there may be requirements estimated at \$50,000 or less where it will be more appropriate to solicit bids using a ~~Request for TenderRFT~~, a ~~Request for ProposalRFP~~ or a ~~Request for Standing OfferRFSO~~.

~~17.2~~18.2 In advance of a solicitation, ~~the a~~ Director shall be responsible for the development of specifications, terms and conditions for the purchase of goods, ~~services or construction and/or, services.~~

~~17.3~~18.3 Directors may award contracts emanating from a ~~Request for QuotationRFQ~~ not exceeding \$50,000 provided that:

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- a. sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions; and,
- b. the award is to the Lowest Responsive ~~b~~ Bidder, provided the provisions of this Policy are followed.

~~17.4~~18.4 Where the authority referred to in Section ~~17~~18.3 is exercised, written documentation respecting the ~~award~~Award of ~~the~~ Contract is to be kept on a procurement file.

~~17.5~~18.5 The purchase of goods and/~~or services, services or construction~~ referred to in Section ~~17~~18.1, shall be made through the issue of a ~~Purchase Order~~PO or Supplier Invoice.

~~18.0~~19.0 PURCHASES EXCEEDING \$50,000 – ~~REQUEST FOR TENDER~~RFT

~~18.1~~19.1 A ~~Request for Tender~~RFT shall be used for purchases exceeding \$50,000, where all of the following criteria apply:

- a. two (2) or more sources are considered capable of supplying the requirement;
- b. the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria;
- c. the market conditions are such that tenders can be submitted on a common pricing basis; and,
- d. it is intended to accept the Lowest Responsive ~~Tender~~bidder.

~~18.2~~19.2 In advance of a solicitation, ~~the a~~ Director or ~~his/her~~their designate, shall develop the relevant specifications, terms and conditions for the acquisition of goods, ~~services and construction~~ and/~~or services~~.

~~18.3~~19.3 ~~The A~~ Director shall recommend the Award of ~~contract~~Contract to the Lowest Responsive ~~tenderer~~Bidder.

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19.4 A Director shall follow the provisions of Section 32.0 regarding Award of Contract using a Formal Agreement or PO.

~~18.4~~19.5 The ~~Chief Administrative Officer~~CAO may award contracts up to \$100,000 emanating from a ~~Request for Tender~~RFT provided that:

- the award is to the lowest responsive ~~tenderer~~Bidder; and,
- sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions.

~~18.5~~19.6 Where the authority referred to in Section ~~18~~19.4 is exercised, written notification respecting the ~~award~~Award of ~~the c~~Contract is to be kept on a procurement file.

~~18.6 The Director shall follow the provisions of Section 29.0, regarding the award of contract, using an agreement or Purchase Order.~~

~~18.7~~19.7 Awards emanating from a ~~Request for Tender~~RFT that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from a ~~Request for Tender~~RFT that exceed \$150,000 require the approval of County Council.

~~19.0~~20.0 **PURCHASES EXCEEDING \$50,000 – ~~REQUEST FOR PROPOSAL~~RFP**

~~19.1~~20.1 A ~~Request for Proposal~~RFP should be used where one or more of the criteria for issuing a Request for Tender cannot be met, such as:

- owing to the nature of the requirement, ~~Bidders~~ suppliers are invited to propose a solution to a problem, requirement or objective and the selection of the ~~supplier~~ Bidder is based on the effectiveness of the proposed solution rather than on price alone; or,
- it is expected that negotiations with one or more Bidders may be required with respect to any aspect of the requirement.

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19.220.2 In advance of a solicitation, ~~the a~~ Director or ~~his/her~~their designate, shall develop terms of reference and evaluation criteria to be applied in assessing the Proposals submitted.

19.320.3 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 multi-step procedure may be used that would include a pre-qualification stage, to ensure the workload is at a manageable level.

19.420.4 A Selection Committee shall be established to review all Proposals against pre-established criteria and reach consensus on the final rating results. The final rating results with supporting documents are to be kept on a procurement file.

19.520.5 The ~~Chief Administrative Officer~~CAO may award a contract of \$100,000 or less, emanating from a ~~Request for Proposal~~ RFP provided that:

- a. sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions;
- b. the Award is made to the ~~supplier~~Bidder meeting all mandatory requirements and providing best value, as stipulated in the ~~Request for Proposal~~RFP; and,
- c. the provisions of this Policy are followed.

19.620.6 Where the authority referred to in Section ~~1920~~1920.5 is exercised, written notification respecting the ~~award~~Award of ~~the~~ Contract is to be kept on a procurement file.

19.720.7 Awards emanating from a ~~Request for Proposal~~RFP that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from a ~~Request for Proposal~~RFP that exceed \$150,000 require the approval of County Council.

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~~19.820.8~~ 20.820.8 ~~The A~~ Director shall follow the provisions of Section ~~2932.0~~, regarding the Award of Contract, using ~~an a Formal agreement~~ Agreement or ~~Purchase Order~~ PO.

20.021.0 **STANDING OFFER PURCHASES**

~~20.121.1~~ 20.121.1 A ~~Request for Standing Offer~~ RFSO may be used where:

- one or more ~~departments~~ Departments repetitively order the same goods or services and the actual demand is not known in advance; or,
- a need is anticipated for a range of goods, ~~services and construction~~ and/-or 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.

~~20.221.2~~ 20.221.2 Each ~~department~~ Department shall establish and maintain Standing Offers that define source and price with selected ~~Bidders~~ suppliers for all frequently used goods and/-or services.

~~20.321.3~~ 20.321.3 To establish prices and select sources, ~~the a department~~ Department shall employ the provisions contained in this Policy for the acquisition of goods, ~~services and construction~~ and/-or services.

~~20.421.4~~ 20.421.4 More than one ~~(1) supplier Bidder~~ may be selected, where it is in the best interest of the County and the Bid Solicitation allows for more than one.

~~20.521.5~~ 20.521.5 Where a purchasing action is initiated by a Department for frequently used goods or services, for which a Standing Offer is in place and the value of the purchasing action exceeds \$2,000, it is to be made with the ~~Vendors or Vendors supplier or suppliers~~ supplier or suppliers listed in the Standing Offer.

~~20.621.6~~ 20.621.6 In a ~~Request for Standing Offer~~ RSFO, the expected quantity of the specified goods or services to be purchased over the ~~time~~ time-period of the ~~agreement~~ Formal Agreement, will be as accurate an estimate as

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practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

~~20.7~~21.7 A call-up against a Standing Offer is considered to be an individual ~~contract~~Contract and the normal ~~contract~~Contract Award prescribed limits apply, unless otherwise stated in the original approval document.

~~20.8~~21.8 ~~The A~~ Director, with the approval of the ~~Chief Administrative Officer~~CAO, may select a ~~supplier~~Vendor to provide professional services through the Standing Offer where:

- the estimated total cost does not exceed \$100,000 per occurrence;
- the cost of preparing a detailed proposal would deter Bidders ~~suppliers~~ from submitting proposals; and,
- the provided services are clearly defined by terms of reference or Formal aAgreement.

~~20.9~~21.9 Purchases invited under a Standing Offer process shall not exceed \$100,000 per occurrence.

21.10 Request for Standing OffersRFSOs require that a notice be posted on the County's website. A notice shall be sent directly via email to a minimum of six (6) Proponents with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Proponents be notified, the notice must be placed as an advertisement in at least one (1) local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic Bids&Tenders program is used and provide the site link.

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~~21.0 — an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's web site. If a bidding system is to be utilized, nbeing~~

22.0 NON-COMPETITIVE PURCHASES

22.1 The requirement for competitive Bid Solicitation for goods, ~~and/or~~ services ~~and construction~~ may be waived under joint authority of the appropriate Director and the ~~Chief Administrative Officer~~ CAO, under one or more of the following circumstances:

- a. 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 of raw material or involves the relocation/modification of infrastructure under the direct responsibility of a regulated agency (e.g. Bell, Hydro, Gas);
 - b. where due to abnormal market conditions, the goods, ~~services or construction~~ and/or services required are in short supply;
 - c. where only one source of supply would be acceptable and/or cost effective due to compatibility, or safety and liability concerns;
 - d. where there is an absence of competition for technical or other reasons and the goods, ~~services or construction~~ and/or services can only be supplied by a particular supplier and no alternative exists;
 - e. 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;
 - f. where in the event of a Special Circumstance as defined by this Policy, a requirement exists;
 - g. where the possibility of a Contract Extension/Follow-On Contract was identified in the original bid solicitation;
 - h. where the requirement is for a utility for which there exists a monopoly;
- or,

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i. where purchases are being made from a vendor of record that is available to the Corporation.

22.2 When a Director intends to select a ~~supplier-Vendor~~ to provide goods, ~~services or construction and~~, or services, pursuant to Section ~~22~~1.1, the ~~Chief Administrative Officer~~CAO is to be advised in writing of the compelling rationale that warrants a non-competitive selection for approval.

22.3 ~~The A~~ Director shall follow the provisions of Section ~~31~~32.0 regarding the use of a Formal Agreement or ~~Purchase Order~~PO.

22.4 Any non-competitive contract that does not satisfy the provisions of Section ~~21~~22.1 is subject to the ~~Chief Administrative Officer~~CAO's approval.

22.5 Routine Departmental requirements for paper products, office supplies may be purchased without formal competition provided it can be demonstrated that Fair Market Value is attained.

22.6 ~~The A~~ Director ~~/ and /-or~~ ~~Chief Administrative Officer~~CAO may directly select a ~~supplier-Vendor~~ to provide professional services without obtaining quotes where the total cost of the professional services does not exceed \$20,000.

23.0 SPECIAL CIRCUMSTANCE PURCHASES

23.1 When a Director is of the opinion that a Special Circumstance warrants a non-competitive purchase pursuant to Section ~~21~~22.1, f), the Director may authorize the purchase of such goods, ~~services and construction and~~, or services as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation and may award the necessary ~~contract-Contract~~ provided that the ~~contract-Contract~~ does not exceed \$75,000.

23.2 Where the extent or the severity of the Special Circumstance to warrant a sole source purchase pursuant to Section ~~21~~22.1, f), is such that the

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expenditure is likely to be between \$75,000 and \$250,000, the ~~Chief Administrative Officer~~CAO may award the necessary ~~e~~Contracts for the purchase of such goods, ~~services and construction and/or services~~, as is considered necessary to remedy the situation without regard to the requirement for a Bid Solicitation, provided that adequate funds have been appropriated from accounts within the Council approved estimates. All purchases made under provisions in Sections ~~2223~~.1 and ~~2223~~.2 shall be reported to County Council at the first possible opportunity.

- 23.3 The relevant details surrounding the application of Sections ~~2223~~.1 and ~~2223~~.2 shall be included in the report submitted to Council pursuant to Section ~~3738.0~~.

24.0 CONTRACT EXTENSIONS/FOLLOW-ON CONTRACTS

- 24.1 Where a reasonable likelihood exists that on completion of a ~~contract~~Contract, it will be necessary to award a non-competitive ~~contract~~Contract for Follow-On goods or services, the Director shall ensure that the possibility of a Contract Extension/Follow-On Contract will be identified in the original Bid Solicitation.
- 24.2 Directors may authorize Contract Extensions/Follow-On goods or services provided total amended value of the ~~contract~~Contract is within approval authority of ~~the a~~ Director.
- 24.3 The ~~Chief Administrative Officer~~CAO may authorize Contract Extensions/Follow-On goods or services provided the total amended value of the ~~contract~~Contract is within the CAO's approval authority.
- 24.4 Standing Committees can authorize Contract Extensions/Follow-On goods or services provided the total amended value is within the Committees' approval authority. Contract Extension/Follow-On Contracts that exceed Standing Committee's approval limits must be approved by Council.

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25.0 CONTRACT AMENDMENTS AND REVISIONS (SCOPE CHANGE)

- 25.1 No amendment that changes the price of a ~~contract~~Contract shall be agreed to without a corresponding change in requirement or scope of work.
- 25.2 Amendments to ~~contracts~~Contracts are subject to the identification and availability of sufficient funds in the appropriate accounts within Council approved divisional estimates, including authorized revisions.
- 25.3 A Director~~s~~ may authorize amendments to ~~contracts~~Contracts provided that the total amended value of the contract is within the approval authority of the Director.
- 25.4 The ~~Chief Administrative Officer~~CAO's approval is required for amendments to ~~contracts~~Contracts where the total amended value of the procurement reaches the ~~Chief Administrative Officer~~CAO's approval threshold.
- 25.5 Standing Committee approval is required for amendments to ~~contracts~~Contracts where the total amended value reaches the Standing Committee's approval threshold, otherwise Council approval is required.

26.0 CONTRACT RENEWALS

- 26.1 Where the original Contract contains an option to renew or a renewal clause stipulating the provisions of what is acceptable for a renewal, ~~the a~~ Director may authorize the renewal without Council approval by ~~by~~By-law provided that:
- the supplier's performance in supplying the goods, ~~services or and /, or~~ services~~construction~~, is considered to have met the requirements of the Contract;
 - ~~the a~~ Director agrees that the renewal option is in the best interest of the County; and,

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- c. funds are available in appropriate accounts within the Council approved estimates, including authorized revisions, to meet the proposed expenditure.

The renewal information shall be sent to the appropriate Standing Committee and Council for information.

- 26.2 Where a ~~contract~~ Contract contains an option for renewal, the authorization from the Director shall include a written explanation to the ~~Chief Administrative Officer~~ CAO as to why the renewal is in the best interest of the County, which shall include comment on the market situation and trend.

27.0 CONTRACT WITHOUT BUDGETARY APPROPRIATION

- 27.1 Where a requirement exists to initiate a project for which goods, ~~services or construction~~ and/or services are required and funds are not contained in appropriate accounts within the Council approved departmental estimates to meet the proposed expenditure, the Director shall, prior to the commencement of the purchasing process, submit a report through the appropriate Standing Committee to Council containing:
 - a. information surrounding the requirement to Contract;
 - b. the terms of reference to be provided in the Contract; and,
 - c. information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes or on the requirement for additional funds.

28.0 BID AND CONTRACT ADMINISTRATION SUBMISSION OF BIDS

~~28.1—~~ 28.1 Bids will be accepted in ~~Bids shall only be accepted in paper form,~~ electronic format either through the Bidding System, or via email, or by way of sealed paper form. This will ensure confidentiality and security, including maintaining the “sealed” nature of bids. ~~ensuring confidentiality~~

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~~and security, including maintaining the “sealed” nature of bids, as long as necessary where required.~~

~~29.0 NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED~~

~~29.1~~28.2 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 Section ~~28~~29.2 applies.

~~29.2~~28.3 ~~The~~A Director may waive the need for a revised Bid Solicitation and enter negotiations with the Lowest Responsive Bidder or the highest responsive bidder for a revenue-driven bid selection, emanating from a Bid Solicitation under the following circumstances:

- the total cost of the Lowest Responsive Bid is in excess of the funds appropriated by Council for the project; or,
- the total revenue of the highest response bidder is less than that ~~appropriated~~anticipated by Council; or,
- ~~the~~a Director and the ~~Chief Administrative Officer~~CAO agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the Bid Solicitation.

~~29.3~~28.4 In the case of building construction contracts, where the total cost of the Lowest Responsive Bid is in excess of the appropriation made by Council, negotiations shall be made in accordance with the guidelines established by the most current Canadian Construction Documents Committee.

~~29.4~~28.5 If two ~~(2)~~ equal bids are received, the following process shall be employed as a means of breaking the tie:

- The names of the tied Bidders shall be placed in a container and the bid to be recommended to Council for award, shall be drawn by the ~~Chief~~

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~~Administrative Officer~~CAO or ~~his/her~~their designate, in the presence of the Director or ~~his/her~~their designate and the Treasurer/~~Deputy Clerk~~ or ~~his/her~~their designate.

30.029.0 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE

30.129.1 The Director may require that a bid be accompanied by a Bid Deposit or other similar security, to guarantee entry into a contract.

30.229.2 In addition to the security referred to in Section ~~29~~30.1, the successful ~~supplier~~Bidder may be required to provide a Performance Bond to guarantee the faithful performance of the Contract and a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with the Contract.

30.329.3 The 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.

30.429.4 At the discretion of ~~the~~a Director, prior to the commencement of work, evidence of liability insurance coverage may be obtained (by the Director), ensuring indemnification of the County of Renfrew from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract. When evidence of Liability Insurance Coverage is obtained, it shall satisfy the requirements of the Treasurer/~~Deputy Clerk~~.

30.529.5 Prior to payment to a ~~supplier~~Vendor, an Independent Operators Status or Certificate of Clearance from the Workplace Safety and Insurance Board shall be required by the Director, ensuring all premiums or levies have been paid to the Board to date.

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~~30.6~~29.6 ~~The~~A Director shall ensure that the guarantee means selected will:

- not be excessive but sufficient to cover financial risks to the County;
- provide flexibility in applying leverage on a ~~supplier~~Vendor so that the penalty is proportional to the deficiencies; and,
- comply with Provincial Statutes and Regulations.

~~30.7~~29.7 Financial security for Contract performance shall only be required where the County will be exposed to costs if the Contractor does not complete the requirements of the Contract.

~~30.8~~29.8 The Treasurer/~~Deputy Clerk~~ may release the holdback funds on construction contracts upon:

- the Contractor submitting a Statutory Declaration that all accounts have been paid and that all documents have been received for all damage claims;
- receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
- all the requirements of the Construction ~~Liens~~Act being satisfied;
- where applicable, staff may conduct a title search without the assistance of the County Solicitor to ensure that liens have not been registered; and,
- certification from the Director, under whom the work has been performed, that the conditions of the Contract have been satisfied.

~~31.0~~30.0 **IRREGULARITIES CONTAINED IN BIDS**

~~31.1~~30.1 The process for administering irregularities contained in bids pertaining to all Contracts, are set out in Schedule "B".

~~31.2~~30.2 For an irregularity listed in the first column of Schedule "B", the applicable response is identified in the second column of Schedule "B".

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~~32.0~~32.0 CONTRACTUAL AGREEMENT

~~32.1~~32.1 The Award of Contract may be made by way of a Formal Agreement, Supplier Invoice and/or a ~~Purchase Order~~PO.

~~32.2~~32.2 A ~~Purchase Order~~PO is to be used when the resulting Contract is straightforward and will contain the County's standard terms and conditions.

~~32.3~~32.3 A Formal Agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the County's standard terms and conditions.

~~31.4~~ It shall be the responsibility of ~~the~~a Director and/or the County Solicitor, to determine if it is in the best interest of the County to establish a Formal Agreement with the ~~supplier~~Vendor.

~~32.4~~

~~32.5~~ ~~312.5~~ Where it is determined that Section ~~31~~32~~31~~.4 is to apply, the Formal Agreement may be reviewed and approved for execution by the County's Solicitor.

Where a Formal Agreement is required as part of the Award of a Contract, it should be executed in accordance with the Delegated Authority on purchasing limits as outlined in this Policy.

~~Where a Formal Agreement is required, as a result of the award of a contract by delegated authority, the Director shall execute the agreement in the name of the County of Renfrew.~~

~~32.6~~

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~~32.7~~31.6 Where a Formal Agreement is not required, a ~~Purchase Order~~PO incorporating the terms and conditions relevant to the Award of Contract, shall be issued.

~~33.0~~32.0 EXECUTION AND CUSTODY OF DOCUMENTS

~~32.1~~ Directors are authorized to execute Formal Agreements in the name of the County of Renfrew for which the award was made by Delegated Authority. Where a Formal Agreement is required as part of the Award of Contract, it should be executed in accordance with the Delegated Authority on purchasing limits as outlined this Policy.

~~33.1~~

~~33.2~~32.2 ~~Directors~~A Director shall have the authority to execute ~~Purchase Orders~~POs issued in accordance with these provisions.

~~33.3~~32.3 ~~Directors~~A Director shall be responsible for the safeguarding of original purchasing and contract documentation, for the contracting of goods, ~~services or construction and /-or services~~, for which the award is made by Delegated Authority.

~~34.0~~33.0 TERM OF COUNCIL

~~34.1~~33.1 Where a Contract may extend beyond the term of the Council, the Contract shall contain provisions to minimize the financial liability of the County, should the subsequent Council not approve sufficient funds to complete the Contract and the Contract must be terminated by the County.

~~35.0~~34.0 COOPERATIVE PURCHASING

~~35.1~~34.1 The County may participate with other government agencies or public authorities in Cooperative Purchasing, where it is in the best interests of the County to do so.

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~~35.234.2~~ The procurement policies of the County or government agencies or public authorities calling the cooperative tender are to be the accepted policies for that particular tender.

~~36.035.0~~ SUPPLIER PERFORMANCE

~~36.135.1~~ ~~The A~~ Director shall document evidence and advise the ~~Chief Administrative Officer~~CAO and Treasurer/~~Deputy Clerk~~ in writing, where the performance of a ~~supplier~~Vendor has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

~~36.235.2~~ The ~~Chief Administrative Officer~~CAO may, in consultation with the Director and the County Solicitor, prohibit an unsatisfactory ~~supplier~~Vendor from ~~bidding on future contracts~~participating in future Bid Solicitations.

~~37.036.0~~ RECEIPT OF GOODS

~~37.136.1~~ ~~The A~~ Director or ~~his/her~~their designate, shall arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract and inform the Treasurer/~~Deputy Clerk~~ of discrepancies immediately.

~~37.236.2~~ ~~The A~~ Director shall coordinate an appropriate course of action with the Treasurer/~~Deputy Clerk~~, for any non-performance or discrepancies.

~~38.037.0~~ REPORTING TO COUNCIL

~~38.137.1~~ Each Director shall submit to their appropriate Standing Committee, a monthly information report containing the details relevant to the exercise of Delegated Authority, for all Contracts, including amendments and renewals.

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39.038.0 ACCESS TO INFORMATION

39.138.1 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, as amended.

SCHEDULE A - LEVELS OF CONTRACT APPROVAL AUTHORITY

CAO—Chief Administrative Officer	Credit Card
RFQ/RFT/RFP/RFSO—Request for Quotation / Tender / Proposal / Standing Offer	Purchase Order (PO)

For ease of reference purposes only and subject to the specific wording of the Corporate Policies and Procedures.

Goods / Materials / Services / Construction				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
Competitive (ref- 18.0 , 19.0, 2021.0)	<15K	Standing Offer or 2 Quotes Below 5K written quotes not needed and not obliged to use RFSO vender	Credit Card / PO/ Supplier Invoice	Director / Designate
	15K – 50K	RFSO, RFQ, RFT or RFP	PO/Agreement/ Supplier Invoice	Director
	>50K – 100K	RFT, RFP, RFSO	PO/Agreement	CAO
	>100K – 150K	RFT or RFP	PO/Agreement	Standing Committee
	>150K	RFT or RFP	PO/Agreement	County Council
Non-Competitive (REF-ref 15.0, 16.0, 17.0, 22.021.0)	<1K	Solicit Quotation(s)	Credit Card Petty Cash, Invoice	Manager / Designate
	<25K	Rationalize selection of supplier Negotiation – demonstrate Fair Market Value (price support)	Credit Card / PO/ Supplier Invoice	Director / Designate

Special Circumstances				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(REF-ref 2223.0)	<75K	Negotiation – demonstrate Fair Market Value (price support)	PO	Director
	>75K – 250K	Negotiation – demonstrate Fair Market Value (price support)	PO	CAO

Consultants / professional services				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
Competitive (REF-ref 16.0 , 17.0, 18.0, 19.0, 20.0, <u>21.0</u>)	<15K (REF-ref 16 17.0)	RFSO – demonstrate Fair Market Value (price support)	PO/Agreement	Director / Designate
	15K – 50K (REF-ref 17 18.0, 20 21.0)	RFP/RFO/RFSO	PO/Agreement	Director
	>50K – 100K	RFP/RFSO	PO/Agreement	Director / CAO
	>100K – 150K	RFP	PO/Agreement	Standing Committee
	>150K	RFP	PO/Agreement	County Council
Non-Competitive (REF-ref 21 22.6)	<15K	Direct Appointment – negotiation – demonstrate Fair Market Value (price support)	PO/Agreement	Director / Designate
	15K – 50K	Direct Appointment - demonstrate Fair Market Value (price support)	PO/Agreement	CAO

Amendments to Contracts				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(REF-ref 24 25.0)	<15K	Negotiation	Contract Letter/ Agreement	Director / Designate
	15K – 100K	Negotiation – demonstrate Fair Market Value (price support)	Contract Letter/Agreement	CAO
	>100K	Negotiation – demonstrate Fair Market Value (price support)	Contract Letter/Agreement	Standing Committee

“Follow-On” Contracts				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(REF-ref 2324.0)	<50K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Director
	>50K – 100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	CAO
	>100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Standing Committee

SCHEDULE B – IRREGULARITIES CONTAINED IN BIDS

#	IRREGULARITY	RESPONSE
1.	Late Bids	Automatic Rejection, not read publicly, returned unopened to the bidder.
2.	Unsealed envelopes	Automatic Rejection, not read publicly, returned unopened to the bidder.
3.	Financial Security – Execution (a) No bid deposit, cheque not certified or not an original financial security (e.g. a photocopy or a facsimile of a financial security)-	Automatic Rejection
	(b) Insufficient financial security	Automatic Rejection, unless in the opinion of Director the insufficiency in the financial security is trivial or insignificant.
	(c) Signature and/or Corporate Seal of Contractor or of bonding company or both are missing from bid bond.	A Bid bond must be executed (signed) by both the Principal (Contractor) and Surety (Bonding Company) to be valid. If either signature is missing, the response is Automatic Rejection. If one or both Corporate Seals is missing, the bond is still considered to be valid and no additional action is required.
4.	Bid Document – Execution (a) Bids not executed in non-erasable medium and signed in ink.	Automatic Rejection
	(b) Bid document missing signature of authorized representative, whether corporate seal affixed or not.	Automatic Rejection

#	IRREGULARITY	RESPONSE
	(c) Bid documents in which all Addenda issued have not been acknowledged.	Automatic Rejection, unless in the opinion of the Chief Administrative Officer <u>CAO</u> , the Addenda do not significantly impact the bid, in which case the bidder <u>Bidder</u> will be given 48 hours to formally acknowledge the Addenda, with no change permitted to the original financial bid.
5.	Incomplete Bids <ul style="list-style-type: none"> partial bids, all required items not bid 	Automatic Rejection
6.	Qualified Bids <ul style="list-style-type: none"> bids qualified or restricted by a written statement, whether within the form of tender or included as an attachment 	Automatic Rejection
7.	Bids received on documents other than those provided by the County.	Automatic Rejection, unless in the opinion of the Chief Administrative Officer <u>CAO</u> , the intention of the bidder <u>Bidder</u> is clear, and the bid submission details do not deviate in any material manner from those provided by the County.
8.	Bids Containing Clerical or Mathematical Errors (e)(a) Uninitialled changes to the bid document, which are in the opinion of Director trivial in nature.	After official notification from the Director, the B <u>bidder</u> has 48 hours to rectify the situation and initial any changes.
	(e)(b) Uninitialled changes to the unit prices in the price schedule and the contract totals are consistent with the price as amended.	After official notification from the Director, the bidder <u>Bidder</u> has 48 hours to initial the changes.

#	IRREGULARITY	RESPONSE
	(f)(c) Extension error, based on quantity provided in bid document and unit rate provided by bidder <u>Bidder</u> .	Mathematical error corrected by the Department, using the unit price.
9.	Mistakes in Tendering <ul style="list-style-type: none"> on the application of the bidder<u>Bidder</u> and the clear demonstration of an error in the tender or in the bidder's<u>Bidder's</u> calculation sheets 	Following consultation with the bidder <u>Bidder</u> , the Department may allow the bidder <u>Bidder</u> to withdraw the bid, in writing, without financial penalty. In some instances the Director may elect to retain the bid deposit.
10.	Other Irregularities	The Chief Administrative Officer <u>CAO</u> and the Director shall have authority to waive irregularities, which are considered to be trivial or insignificant.
11.	Any Irregularity	Despite any provisions herein contained, County of Renfrew Council may waive any irregularity, where Council, in its' sole opinion <u>discretion</u> , considers it to be in the best interests of the County of Renfrew.

SCHEDULE C – MINIMUM STANDARDS AND REQUIREMENTS FOR TENDERS

The following are minimum procedures and apply to the acquisition of Commodities (except Consultant's services) by Tender.

1.0 ADVERTISING

In order to attract as many competitive bidders as possible, RFTs must be published on the County's website. A notice shall be sent directly via email to a minimum of six (6) Proponents with experience undertaking works for the County, and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Proponents be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, the Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a bidding system is to be utilized, notifications must advise that an electronic Bids&Tenders program is used and provide the site link.

~~Requests for Tenders will be advertised in at least one local newspaper having circulation in all, or a major portion of the County where the good or service is required, and notice will be placed on the County's web site. If a bidding system is to be utilized, n-~~

~~Where the expertise required to fulfill the tender resides outside the County, the Director may advertise in the Daily Commercial News or other trade paper appropriate to the circumstances.~~

Where possible, at least fifteen days' notice shall be given between the date of the advertisement/notice and the closing time of the Tender, in accordance with the Ontario/Quebec Trade Agreement.

2.0 ~~RELEASE OF~~ TENDER DOCUMENTS

- (a) **Tender Document Statement:** All Tender documents shall contain the following statement "The lowest or any Tender will not necessarily be accepted and the County reserves the right to award any portion of this Tender" or words to that effect.

- (b) **Bond Agreement:** Where a performance and/or maintenance bond and/or labour and material payment bond is required, the Tender document must contain an “Agreement to Bond” to be executed by the Bidder and returned with the Bid.
- (c) **Bid Surety Requirements:** Bid deposits are guarantees that a Bidder will enter into a Contract with the County.

Where deemed necessary by the Director or where labour (or services) and material are involved, a bid deposit is required in the amount specified in the tender documents.

Bid deposits must be in the form of a bid bond, ~~cash~~, certified cheque, bank draft, money order, or irrevocable letter of credit.

Any tender received without the required bid deposit shall be disqualified.

- (d) **Performance and Maintenance Bonds:** Performance bonds guarantee performance of the terms of a Contract. This bond protects the County from financial loss should the Vendor fail to perform the Contract in accordance with its terms and conditions. Maintenance bonds provide upkeep of a project for a specified period of time after the project is completed. This bond guarantees against defective workmanship or materials.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor's failure to perform the Contract within the terms and conditions of the Contract, a performance bond is required.

Where deemed necessary by the Director or where the County could experience significant financial loss or other harm as a result of defective workmanship or materials, a maintenance bond is required.

Performance and/or maintenance bonds must be in the amount of one hundred (100%) percent of the total Contract price.

- (e) **Labour and Material Payment Bonds:** Labour and material payment bonds are guarantees that the Vendor will make payment for obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the project.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor fail to pay its obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the Contract, a labour and material payment bond shall be required.

Labour and Material Payment Bonds shall be in the amount of fifty (50%) percent of the Total Award Price.

- (f) **Insurance:** Where deemed necessary by the Director or where the County could experience significant financial loss, the Tender shall require that an insurance certificate be provided. The insurance coverage must be a minimum of Two Million (\$2,000,000) Dollars for liability, bodily injury and property.

The policy will require that the County be added as an additional named insured (for the project in question) and that the County be notified in advance in the event the insurance policy is cancelled or changed in any manner.

- (g) **Occupational Health and Safety:** All Tender document forms and Contracts shall require that the Occupational Health and Safety Act must be complied with.
- (h) **Workplace Safety and Insurance Board Certificate (WSIB):** All Tender document forms and Contracts involving a labour component shall require a WSIB Certificate of Clearance from the Vendor.

3.0 RECEIPT AND OPENING OF BID DOCUMENTS

- (a) **Electronic Bid Receipt:**~~Timed and Dated:~~ When Tenders are received they shall be time- and date-stamped. Timing of Electronic bids submitted through “Bids&Tenders” is based on when the bid is RECEIVED by the Bidding System and not when a bid is submitted as bid transmission can be delayed due to file transfer size, transmission speed. Confirmation of receipt is provided through the Bidding System advising that the bid is submitted successfully. Electronic bids are based on the Web Clock.
- (b) **Paper Bids Timed and Dated: Paper bid submissions when received shall be time and date stamped and initialled by the person**

receiving the Bid and placed in a secure location until the Tender opening.

~~(a)~~ —

~~(b)~~(c) **Number of Bids and Bidder Name Not to be Divulged:** The number of Bids received and the names of Bidders is confidential, and shall not be divulged prior to the Tender opening.

(d) **Tender Envelopes:**

Paper ~~Bids~~ bids shall be submitted in sealed ~~opaque~~ envelopes which clearly indicate the following information:

- Contract Number
- Contract/Project Name
- Bid Closing Day, Date ~~&~~ and Time
- Bidder's Name, Business Address and Phone Number
- County of Renfrew
- Department to which the Bid is directed including the address of the location to which Bids are to be submitted

Submissions which do not comply with the foregoing requirements shall be rejected. When this occurs, the Department will make every reasonable attempt to notify the Bidder.

(e) **Tenders Received After Closing Time and Date:**

- Electronic Tenders received after the closing time ~~shall be noted and returned unopened to the Bidder, as soon as possible. If a late Tender is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.~~ are not permitted and automatically rejected through the Bidding System.
- ~~(e)~~• Paper Tenders received after the closing time shall be noted and returned unopened to the Bidder, as soon as possible. If a late Tender is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

~~(d)~~(f) **Alternative Bids:** Unsolicited alternative Bids shall not be considered.

~~(e)~~(g) **Two Bids for Same Contract ~~in Same Envelope~~:** If two bids for the same Contract are received ~~in the same envelope~~ simultaneously (i.e. Vendor's copy included), the signed copy, or if both are properly executed and prices differ, the lower price copy, shall be considered the intended Bid, which shall be processed in the normal manner.

~~(f)~~(h) **Two Bids Same Contract ~~Different Envelopes~~:** If two Bids for the same contract are received ~~the in different envelopes the envelope with the latest date and time~~ latest date received shall be considered the intended Bid.

~~(g)~~(i) **Bids Received By:** Bids shall be received by the Department requiring the service or commodity unless otherwise provided for.

~~(h)~~ **~~Receipt of Bid:~~** ~~Bid envelopes shall be dated, timed and initialled by the person receiving the Bid and placed in a secure location until the Tender opening.~~

~~(i)~~(i) **Tender Opening:** Tenders shall be opened in public and in the presence of the Opening Committee. The names of those individuals in attendance, the time and date of the opening, the names of the firms submitting a Bid, an opening statement for the purpose of the meeting, ~~the completeness of each Bid received,~~ and the total Bid price of each Bid shall be recorded at the opening.

4.0 RETURN OF DEPOSIT CHEQUES

(a) **Return of Bid Deposit Cheques:** Immediately following the Tender opening, all Bid deposit cheques (other than those of the two lowest Bidders) shall be returned to the applicable Bidders by courier, registered mail, or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

Upon receipt of the executed Contract (and all other required documents, such as bonds etc.) in a format acceptable to the County, the deposit cheques of the Vendor and the second and third low Bidders shall be returned by courier, registered mail or pick-up by the Bidders.

- (b) **Deposit Cheque Not to be Cashed Unless:** The Bid Deposit cheques that are retained in accordance with Section 4.0(a) of this Schedule, shall not be cashed unless the deposit is forfeited as set out in Section 5.0 of this Schedule.

5.0 ACTION WHEN SUCCESSFUL BIDDER DOES NOT FINALIZE CONTRACT

If a Contract has been awarded and the successful Bidder fails to sign the Contract or provide any required documents (i.e. bonds) within the specified time, the Department may grant additional time to fulfill the necessary requirements or may recommend that either:

- (a) the Contract be awarded to the next higher Bidder; or
- (b) the Contract be cancelled.

In either case, the deposit of the originally awarded Bidder is forfeited to the County.

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POLICY STATEMENT

The County of Renfrew will purchase goods and services for its operations as outlined in this policy.

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1.0 PURPOSE

- a. This policy is intended to set out how the County will seek to ensure that all materials, supplies and services provided to it are purchased on an open and fair basis, with a view that the County obtain the best value while treating all Bidders and Vendors equitably.
- b. Section headings are for ease of reference only.

2.0 DEFINITIONS

- 2.1 “Award” means authorization to proceed with the purchase of goods, services or construction (when “services” are hereinafter referred to, that term includes “construction) from a chosen Vendor.

“Best Value” means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan.

“Bid” means an offer or submission from a Vendor in response to a Bid Solicitation.

“Bid Bond” means the form of security as required in the Bid Solicitation documentation to guarantee that the successful Bidder enters into a contract with the County.

“Bidder” means an individual, partnership, corporation or any other entity who responds to a Bid Solicitation from the County for the supply of goods and services to the County.

“Bid Deposit” means currency, certified cheque, bank draft, bond surety issued by a surety company or other form of negotiable instrument acceptable to the County submitted by a Bidder as evidence of their commitment to enter into a Formal Agreement to do the work outlined in the Bid Solicitation.

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“Bid Solicitation” means a formal request for bids that may be in the form of a Request for Quotation, Request for Qualifications, Request for Tender, Request for Proposal or Request for Standing Offer.

“Bidding System” means an electronic tendering program such as “Bids&Tenders” to use as a digital platform for procurement.

“Bidding System Vendor Account” means the account that each Bidder shall be required to have within the Bidding System in order to register as a Plan Taker for an opportunity to bid on Requests for Proposal, Quotation, or Tender issued by the County of Renfrew through the Bidding System.

“Chief Administrative Officer” (“CAO”) means the County’s employee with that title or person acting in that capacity as designated by By-law.

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless they are included in the procurement.

“Contract” means a legally binding agreement between two or more parties by way of a Purchase Order or a Formal Agreement or otherwise that is in writing, for the exchange of goods and/or services for money or other consideration.

“Contract Extension or Follow-On Contract” means an amendment to a Contract which can include either an increase in the value of the Contract, an increase in scope of work or an extension of the time in which the goods

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and/or services referred to in the Contract are to be supplied and/or performed.

“Corporate Credit Card” means a credit card issued to users as a system of payment.

“Council” means the Council of the Municipal Corporation of the County of Renfrew.

“Council Approved Estimates” means Council approved departmental budgets, including authorized revisions.

“County” means the Municipal Corporation of the County of Renfrew.

“Delegated Authority” means the person who has the right to conduct the tasks set out in this policy and authorized to procure goods and services up to a defined purchase amount and in accordance to this Policy.

“Director” means the County employee with administrative responsibilities for the operation of a County Department, including the CAO.

“Disposal” means the removal of material/equipment from the County by sale, trade-in, alternative use or destruction.

“Electronic Tendering” means the use of an electronic program such as a Bidding System such as “Bids&Tenders” for a digital procurement platform.

“Employee-Employer Relationship” means a relationship that exists where persons for pay or other consideration, enter into the service of others and devote their personal labour for any given period and the other person has the power or right to control or direct the person in the material details of how the work is to be performed.

“Fair Market Value” means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties

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dealing at arm's length, who are fully informed and not under any compulsion to transact.

"Formal Agreement" means an agreement developed for the purposes of entering into a contractual agreement for the provision of goods or services. The agreement shall specify the terms of reference, terms of payment, respective responsibilities, etc.

"Goods" means moveable property including the costs of installing, operating, maintaining or manufacturing such moveable property and raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a construction contract.

"Highest Technical Bid" means the bid that would provide the County with the best product or service, as measured by the evaluation criteria.

"Holdback" means an amount withheld under the terms of the Contract other than the "Statutory Holdback" to ensure the complete performance of the Contract and to avoid overpayment in relation to progress of work.

"Lowest Responsive Bid" means the bid that would provide the County with the desired goods and/or services at the lowest cost, meets all the specifications and criteria and contains no major irregularity or qualifications.

"Opening Committee" means a committee consisting of a minimum of two County employees and comprised of at least one representative from the Department requesting the procurement and the Finance Division.

"Owner" means the Municipal Corporation of the County of Renfrew.

"Payment Bond" means a form of security purchased from an insurance company, which provides a guarantee that the Contractor will pay the complete costs of labour, materials, and other services related to the

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project for which the Contractor is responsible under the Contract for construction.

“Performance Bond” means the type of security furnished to the Owner to guarantee completion of the work in accordance with the Contract and to the extent provided in the bond.

“Petty Cash” means a small amount of discretionary funds in the form of cash used for expenditures where it is not feasible to make the disbursement by any other means.

“Plan Taker” means a Bidder who has registered as a Plan Taker for a solicitation with a Bidding System and who has paid either the “Bids&Tenders” Annual Subscription Fee or the Pay-Per-Use Fee, in addition to any additional fee that may be charged by a Bidding System, or has contacted the Corporation requesting a Tender or Quotation.

“Professional Services” means services requiring the skills of professionals for a defined service requirement including, architects, engineers, designers, management, auditors and financial consultants and firms or individuals having specialized competence in environmental, planning or other disciplines.

“Progress Payment” means a payment made under the terms of a Contract after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole Contract.

“Proposal” means a bid submitted in response to a Request for Proposal.

“Purchase” means to acquire goods and/or services by purchase, rental, lease or trade.

“Purchase Order” (“PO”) means a written offer to a Vendor formally stating all terms and conditions for the purchase of goods and/or services or a written acceptance of an offer received in accordance with this Policy.

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“Quote” means a bid submitted in response to a Request for Quotation.

“Request for Proposal” (“RFP”) means a Bid Solicitation based on relevant specifications and where Vendors are invited to propose a solution. Award will be based on an evaluation process, not just cost.

“Request for Quotation” (“RFQ”) means a Bid Solicitation where written quotes are received from Vendors without formal advertising or receipt of sealed bids.

“Request for Tender” (“RFT”) means a Bid Solicitation based on relevant specifications, terms and conditions where the recommendation to award the Contract is intended to be the Lowest Responsive Bidder.

“Request for Standing Offer” (“RFSO”) means a process used to solicit standing offers to provide goods and services on an as-and-when required basis, at firm prices, as per established terms and conditions. It must clearly state the requirement, the evaluation method and selection criteria, the call-up procedures, the ranking methodologies, whenever applicable, to be used for making call-ups against the authorized Standing Offer(s), and all terms and conditions applicable to the Contract that is brought into effect, as a result of any call-up.

“Security Deposit” means a deposit of securities by a Vendor that the County may convert under defined conditions to complete the Vendor’s contractual obligation.

“Selection Committee” means a committee comprised of at least three (3) staff members who are knowledgeable about a project under review and charged with the responsibility of evaluation of proposal submissions. The Director shall appoint the committee members.

“Special Circumstance” means:

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- a. an event that is exceptional or could not be foreseen and is a threat to the health, safety or welfare of the public;
- b. an event that could cause loss or damage to public or other property, or
- c. an event that has disrupted essential services that need to be re-established without delay.

“Standing Committee” means an approved Standing Committee of Council.

“Standing Offer” means an offer from a Vendor that allows the County to purchase frequently ordered goods and/or services from Vendors at prearranged prices, under set terms and conditions, when and if these are requested but no Contract exists until the County places an order against the Standing Offer.

“Statutory Holdback” means the amount retained by the County in accordance with the requirements of the Construction Act R.S.O. 1990, C.30 as amended (the “Construction Act”).

“Substantive Objection” means a written objection provided to the Director or the CAO, by an interested party giving specific reasons for the objection and subject to the proviso that the objection is not precluded by legislation or applicable trade agreements.

“Tender” means a written detailed offer where the estimated value exceeds \$50,000 from a Vendor to supply goods and/or services.

“Terms of Reference” means an identification of the specific requirements that a Bidder must undertake in the execution of a Contract awarded to it.

“Total Amended Value” means the sum of the value of the original Contract and all subsequent amendments to the Contract.

“Treasurer” means the County’s employee with that title or acting in that capacity.

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“Vendor” means an individual, partnership, corporation or any other entity who has been selected by the County to supply goods and/or services to the County.

“Web Clock” means the official time set by the National Research Council of Canada: <https://nrc.canada.ca/en/web-clock/> Eastern Standard Time.

To establish the definition of any other procurement term not herein included, reference shall be made to the latest edition of the NIGP – the Institute for Public Procurement’s Dictionary of Procurement Terms.

3.0 GENERAL PROCUREMENT POLICY APPLICATION

- 3.1 The procedures prescribed in this Policy will be followed to make a Contract Award or to make a recommendation of a Contract Award to Council.
- 3.2 The following Schedules attached hereto, form part of this Policy:
 - a. Schedule “A” – Levels of Contract Approval Authority (provided for ease of reference purposes only and subject to specific wording of the Corporate Policies and Procedures document);
 - b. Schedule “B” – Irregularities Contained in Bids; and
 - c. Schedule “C” – Minimum Standards and Requirements for Tenders.

4.0 RESPONSIBILITIES AND AUTHORITIES

- 4.1 Directors have responsibility for procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project.
- 4.2 Directors and the CAO have authority to award contracts in the circumstances specified in this Policy, provided the delegated power is exercised within the limits prescribed in this Policy and the requirements of this Policy are met.

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- 4.3 The CAO has the authority to instruct Directors not to award contracts but to submit recommendations to Council for approval. The CAO may provide additional restrictions concerning procurement, where such action is considered necessary and in the best interest of the County.
- 4.4 In accordance with the Tangible Capital Asset Policies adopted by Council, Directors are responsible for ensuring that notice of acquisition, betterment, etc. of any tangible capital asset purchased in accordance with this Policy be reported to the Finance Division.

5.0 REQUIREMENT FOR FUNDING APPROVAL

- 5.1 The exercise of authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts, within Council approved estimates.
- 5.2 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:
- a. the identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates;
 - b. the requirement for the goods or services will continue to exist in subsequent years and in the opinion of the Treasurer, the required funding can reasonably be expected to be made available; and,
 - c. the Contract has a provision in it that the supply of goods or services in subsequent years is subject to the approval by Council of the department estimates to meet the proposed expenditures.

6.0 RESTRICTIONS

- 6.1 No requirement may be divided into two or more parts to avoid the application of the provisions of this Policy.
- 6.2 Purchase requisitions for services, where the services could result in the establishment of an employee - employer relationship, are not permitted.

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6.3 Where this Policy identifies Delegated Authority limits for Contract awards, the value of a Contract shall be the sum of:

- a. all costs to be paid to the Vendor under the Contract; and
- b. less any rebates.

7.0 PRESCRIBED COUNCIL APPROVAL

7.1 Despite any other provision of this Policy, the following Contracts are subject to Council approval:

- a. any Contract requiring approval from the Local Planning Appeal Tribunal;
- b. any Contract prescribed by Statute to be made by Council;
- c. where the cost amount proposed for acceptance is higher than the Council approved departmental estimates and the necessary adjustments cannot be made within the Departmental budget;
- d. where the revenue amount proposed for acceptance is lower than the Council approved departmental estimates;
- e. where a Substantive Objection emanating from the Bid Solicitation has been filed with the Director or with the CAO,
- f. where a major irregularity precludes the award of a tender to the Vendor submitting the Lowest Responsive Bid; and
- g. where authority to approve has not been expressly delegated.

8.0 TRADE AGREEMENTS

8.1 Procurements by the County may be subject to the provisions of trade agreements.

8.2 Where an applicable trade agreement is in conflict with this Policy, the trade agreement shall take precedence.

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9.0 NOTIFICATION REQUIREMENTS

- 9.1 Advertising for RFQs is at the discretion of the Manager/Director. A notice is not required on the website. A notice shall be sent directly via email to Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the Contract included in the notice.
- 9.2 RFQs require the receipt of at least two (2) written quotations where cost is estimated to be up to \$50,000. Where only one (1) written Quotation is received, approval is required as outlined under Sections 15.0, 16.0 and 17.0.
- 9.3 RFTs require a notice on the County's website. A notice shall also be sent directly via email to a minimum of six (6) Vendors with experience undertaking works for the County, and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Vendors. If a Bidding System is to be utilized, notifications must advise that an electronic "Bids&Tenders" program is used and provide the site link.

If the required expertise for undertaking the works for the County, as described in the Tender, is outside of the County, the Director may advertise in the Daily Commercial News, a daily newspaper or in a trade publication.

- 9.4 Responses to RFPs with an estimated cost up to \$100,000 are to be invited from a minimum of three (3) qualified firms.

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RFPs require a notice on the County’s website. A notice shall be sent directly via email to a minimum of three (3) Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the Contract included in the notice. Should less than three (3) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic “Bids&Tenders” program is used and provide the site link.

A Director may elect to use this process for projects valued less than \$100,000.

If the required expertise is outside of the County, a Director may, in consultation with the CAO, advertise in the Daily Commercial News, a daily newspaper or in a trade publication.

- 9.5 RFSOs require a notice on the County’s website. A notice shall be sent directly via email to a minimum of six (6) Vendors with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Vendors be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic “Bids&Tenders” program is used and provide the site link.

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9.6 At the discretion of a Director, and in consultation with the CAO, other means of notification, such as MERX, may be used in connection with the notices under Sections 9.2 and 9.3.

10.0 PROCUREMENT DOCUMENTATION

10.1 Procurement documentation shall avoid use of specific products or brand names and shall not contain wording which has the effect of calling for the use of specific products or brand names.

10.2 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations, such as the Standards Council of Canada, shall be preferred.

10.3 Notwithstanding Section 10.1, a Director may, with the approval of the CAO, specify a specific product or brand name for essential functionality purposes, to avoid unacceptable risk or for some other valid purpose. The Director shall manage the procurement process in such a manner as to achieve as competitive a situation as possible in these circumstances.

10.4 Directors shall:

- a. give consideration to the need for value analysis comparisons of options or choices; and
- b. ensure that adequate value analyses comparisons are conducted to provide assurance that the specification will provide best value.

11.0 LEGAL SERVICES

11.1 The CAO shall be advised whenever legal services are estimated to be in excess of \$5,000 per occurrence.

11.2 A Director may approve legal services with an estimated cost less than \$15,000 per occurrence.

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11.3 For legal services with an estimated cost between \$15,000 and \$100,000 per occurrence, the approval of the CAO is required.

11.4 For legal services with an estimated cost in excess of \$100,000, the CAO shall obtain the approval of County Council. The CAO's report to Council shall remain confidential unless otherwise directed by County Council.

12.0 AUDITING SERVICES

12.1 The County shall appoint an auditor licensed under the Public Accounting Act, 2004, as amended who is responsible for:

- a. annually auditing the accounts and transactions of the County and its local boards and expressing an opinion on the financial statements of these bodies based on the audits; and
- b. performing duties required by the municipality or local board.

12.2 An auditor of the County shall not be appointed for a term exceeding five (5) years.

12.3 Prior to or upon the expiry of the current term of appointment, the CAO has the authority to seek and obtain a Proposal from the auditing firm for continued service.

12.4 Notwithstanding any other provision of this Policy, if the Proposal received under Section 12.3 is considered reasonable and appropriate by the CAO, the CAO shall obtain the approval of County Council to reappoint the auditing firm for a term not to exceed five (5) years from the date of the expiry of the current appointment.

12.5 Should the Proposal received under Section 12.3 not be considered reasonable and appropriate by the CAO, or if the CAO does not exercise their authority under Section 12.3 above, the provisions of this Policy shall be followed to procure an auditing firm for the County of Renfrew.

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13.0 CANCELLATION OF A BID SOLICITATION

- 13.1 A Director may cancel a Bid Solicitation at any time.
- 13.2 A Director shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

14.0 GENERAL PROCUREMENT PROCEDURES

- 14.1 The following are authorized procedures and project cost limits for the procurement of goods and/or services:

This chart is provided for ease of reference purposes only and is subject to the specific wording of the Corporate Policies and Procedures document.

Procedure	Project Cost	Reference Sections
Petty Cash	\$500 or less	15.0
Credit Card	\$5,000 or less	16.0
Purchase Order	\$15,000 or less	17.0
Request for Quotation	\$50,000 or less	9.1/14.3/18.0
Request for Tender	Any Value	9.2/14.3/18.1/19.0
Request for Proposal	Any Value	9.3/14.4/14.5/18.1/20.0
Request for Standing Offer	\$100,000 or less	9.4/18.1/21.0

- 14.2 The above procedures are fully described in Sections 14 to 23 inclusive. Schedule "A" hereto provides a summary in tabular form of the levels of Contract approval to the limitations expressed therein.
- 14.3 RFQ and RFT procedures, shall be used where a requirement can be fully defined and best value for the County can be achieved, by an award selection made on the basis of the Lowest Responsive Bid.

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- 14.4 The RFP procedure shall be used, where, to achieve best value, the award selection will be made on a formal evaluation. Criteria will be established, involving a combination of mandatory and desirable requirements, where the requirement is best described in a general performance specification and where innovative solutions are sought.
- 14.5 RFPs will normally be evaluated and scored according to a combination of the following criteria:
- a. understanding of the assignment;
 - b. capabilities of firm or project team;
 - c. previous experience on assignments of a similar nature;
 - d. past performance in the provision of services to the County or local municipalities in the County of Renfrew;
 - e. quality of submission;
 - f. cost savings and/or process improvements for the County;
 - g. project schedule;
 - h. cost; and
 - i. other criteria as may be appropriate for the services being sought.
- 14.6 The RFP document issued by the County will identify the criteria being evaluated and the weight given to each criterion.
- 14.7 A Director shall provide specific Terms of Reference for services for contracts of an estimated value greater than \$20,000.
- 14.8 A general scope established by a Director that describes requirements in less detail than for a Terms of Reference, is sufficient for contracts of an estimated value of \$20,000 or less.
- 14.9 Where a requirement has corporate-wide application or applies to two or more departments, one Director shall manage the procurement, keeping other affected Directors informed and be accountable for the authorization of the procurement.

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15.0 PURCHASES OF \$500 OR LESS

- 15.1 A Director shall have authority to establish a Petty Cash fund in such an amount to meet the requirements of the Department for the acquisition of goods and/or services having a value of \$500 or less.
- 15.2 Expenditures not exceeding \$500 including purchases of goods and/or services may be made from Petty Cash in any one instance. Petty Cash should only be used when it is not feasible to use a properly authorized credit card.
- 15.3 Purchases made pursuant to Section 15.1 shall be made from the competitive marketplace wherever possible.
- 15.4 The dollar limit referred to in Section 15.1 shall not apply to registration or search fees and land transfer tax payable in real estate transactions.
- 15.5 All petty cash disbursements shall be evidenced by receipts which shall be submitted to the Finance Division when the Petty Cash fund is being replenished.

16.0 PURCHASES NOT EXCEEDING \$5,000

- 16.1 Payment for purchases of goods and/or services not exceeding \$5,000 in value, incurred in the general administration of a department, may be made using a properly authorized credit card.
- 16.2 The dollar limit referred to in Section 16.1 shall not apply to registration or search fees and land transfer tax payable in real estate transactions.
- 16.3 All credit card purchases shall be evidenced by receipts which shall be submitted to the Finance Division when credit card is reconciled.
- 16.4 The procedure used to purchase the goods and/or services shall demonstrate that Fair Market Value was achieved.

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17.0 PURCHASES NOT EXCEEDING \$15,000

- 17.1 The procedure used to make purchases exceeding \$15,000 shall include evidence that a Director obtained a minimum of two (2) verbal or written quotes.
- 17.2 For purchases not exceeding \$15,000 in value, a Director may delegate their authority to a designate, provided the designate follow the requirements of this Policy.
- 17.3 The procedure used to purchase the goods and/or, services shall demonstrate that Fair Market Value was achieved.
- 17.4 The purchase of goods and/or services referred to in Section 17.1, shall be made through the issue of a PO or Supplier Invoice.

18.0 PURCHASES GREATER THAN \$15,000 BUT NOT EXCEEDING \$50,000

- 18.1 Subject to Section 18.2, requirements estimated at \$50,000 or less, should be handled by the RFQ procedure; however, there may be requirements estimated at \$50,000 or less where it will be more appropriate to solicit bids using an RFT, an RFP or an RFSO.
- 18.2 In advance of a solicitation, a Director shall be responsible for the development of specifications, terms and conditions for the purchase of goods and/or services.
- 18.3 Directors may award contracts emanating from an RFQ not exceeding \$50,000 provided that:
 - a. sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions; and,
 - b. the award is to the Lowest Responsive Bidder, provided the provisions of this Policy are followed.

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- 18.4 Where the authority referred to in Section 18.3 is exercised, written documentation respecting the Award of Contract is to be kept on a procurement file.
- 18.5 The purchase of goods and/or services referred to in Section 18.1, shall be made through the issue of a PO or Supplier Invoice.

19.0 PURCHASES EXCEEDING \$50,000 – RFT

- 19.1 An RFT shall be used for purchases exceeding \$50,000 where all of the following criteria apply:
- a. two (2) or more sources are considered capable of supplying the requirement;
 - b. the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria;
 - c. the market conditions are such that tenders can be submitted on a common pricing basis; and,
 - d. it is intended to accept the Lowest Responsive bidder.
- 19.2 In advance of a solicitation, a Director or their designate, shall develop the relevant specifications, terms and conditions for the acquisition of goods and/or services.
- 19.3 A Director shall recommend the Award of Contract to the Lowest Responsive Bidder.
- 19.4 A Director shall follow the provisions of Section 31.0 regarding Award of Contract using a Formal Agreement or PO.
- 19.5 The CAO may award contracts up to \$100,000 emanating from an RFT provided that:
- a. the award is to the lowest responsive Bidder; and,

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- b. sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions.

- 19.6 Where the authority referred to in Section 19.4 is exercised, written notification respecting the Award of Contract is to be kept on a procurement file.
- 19.7 Awards emanating from an RFT that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from an RFT that exceed \$150,000 require the approval of County Council.

20.0 PURCHASES EXCEEDING \$50,000 – RFP

- 20.1 An RFP should be used where one or more of the criteria for issuing a Request for Tender cannot be met, such as:
- a. owing to the nature of the requirement, Bidders are invited to propose a solution to a problem, requirement or objective and the selection of the Bidder is based on the effectiveness of the proposed solution rather than on price alone; or
 - b. it is expected that negotiations with one or more Bidders may be required with respect to any aspect of the requirement.
- 20.2 In advance of a solicitation, a Director or their designate, shall develop terms of reference and evaluation criteria to be applied in assessing the Proposals submitted.
- 20.3 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 multi-step procedure may be used that would include a pre-qualification stage, to ensure the workload is at a manageable level.

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- 20.4 A Selection Committee shall be established to review all Proposals against pre-established criteria and reach consensus on the final rating results. The final rating results with supporting documents are to be kept on a procurement file.
- 20.5 The CAO may award a contract of \$100,000 or less, emanating from an RFP provided that:
- a. sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions;
 - b. the Award is made to the Bidder meeting all mandatory requirements and providing best value, as stipulated in the RFP; and,
 - c. the provisions of this Policy are followed.
- 20.6 Where the authority referred to in Section 20.5 is exercised, written notification respecting the Award of Contract is to be kept on a procurement file.
- 20.7 Awards emanating from an RFP that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from an RFP that exceed \$150,000 require the approval of County Council.
- 20.8 A Director shall follow the provisions of Section 31.0, regarding the Award of Contract using a Formal Agreement or PO.

21.0 STANDING OFFER PURCHASES

- 21.1 An RFSO may be used where:
- a. one or more Departments repetitively order the same goods or services and the actual demand is not known in advance; or,

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- b. a need is anticipated for a range of goods and/or 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.
- 21.2 Each Department shall establish and maintain Standing Offers that define source and price with selected Bidders for all frequently used goods and/or services.
- 21.3 To establish prices and select sources, a Department shall employ the provisions contained in this Policy for the acquisition of goods and/or services.
- 21.4 More than one (1) Bidder may be selected, where it is in the best interest of the County and the Bid Solicitation allows for more than one.
- 21.5 Where a purchasing action is initiated by a Department for frequently used goods or services, for which a Standing Offer is in place and the value of the purchasing action exceeds \$2,000, it is to be made with the Vendors or Vendors listed in the Standing Offer.
- 21.6 In a RSFO, the expected quantity of the specified goods or services to be purchased over the time-period of the Formal 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.
- 21.7 A call-up against a Standing Offer is considered to be an individual Contract and the normal Contract Award prescribed limits apply, unless otherwise stated in the original approval document.
- 21.8 A Director, with the approval of the CAO, may select a Vendor to provide professional services through the Standing Offer where:
 - a. the estimated total cost does not exceed \$100,000 per occurrence;
 - b. the cost of preparing a detailed proposal would deter Bidders from submitting proposals; and,

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- c. the provided services are clearly defined by terms of reference or Formal Agreement.

21.9 Purchases invited under a Standing Offer process shall not exceed \$100,000 per occurrence.

21.10 RFSOs require that a notice be posted on the County's website. A notice shall be sent directly via email to a minimum of six (6) Proponents with experience undertaking works for the County and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Proponents be notified, the notice must be placed as an advertisement in at least one (1) local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, a Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a Bidding System is to be utilized, notifications must advise that an electronic "Bids&Tenders" program is used and provide the site link.

22.0 NON-COMPETITIVE PURCHASES

22.1 The requirement for competitive Bid Solicitation for goods and/or services may be waived under joint authority of the appropriate Director and the CAO, under one or more of the following circumstances:

- a. 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 of raw material or involves the relocation/modification of infrastructure under the direct responsibility of a regulated agency (e.g. Bell, Hydro, Gas);
- b. where due to abnormal market conditions, the goods and/or services required are in short supply;

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- c. where only one source of supply would be acceptable and/or cost effective due to compatibility, or safety and liability concerns;
 - d. where there is an absence of competition for technical or other reasons and the goods and/or services can only be supplied by a particular supplier and no alternative exists;
 - e. 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;
 - f. where in the event of a Special Circumstance as defined by this Policy, a requirement exists;
 - g. where the possibility of a Contract Extension/Follow-On Contract was identified in the original bid solicitation;
 - h. where the requirement is for a utility for which there exists a monopoly; or,
 - i. where purchases are being made from a vendor of record that is available to the Corporation.
- 22.2 When a Director intends to select a Vendor to provide goods and/or services, pursuant to Section 22.1, the CAO is to be advised in writing of the compelling rationale that warrants a non-competitive selection for approval.
- 22.3 A Director shall follow the provisions of Section 31.0 regarding the use of a Formal Agreement or PO.
- 22.4 Any non-competitive contract that does not satisfy the provisions of Section 22.1 is subject to the CAO's approval.
- 22.5 Routine Departmental requirements for paper products, office supplies may be purchased without formal competition provided it can be demonstrated that Fair Market Value is attained.

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- 22.6 A Director and/or CAO may directly select a Vendor to provide professional services without obtaining quotes where the total cost of the professional services does not exceed \$20,000.

23.0 SPECIAL CIRCUMSTANCE PURCHASES

- 23.1 When a Director is of the opinion that a Special Circumstance warrants a non-competitive purchase pursuant to Section 22.1, f), the Director may authorize the purchase of such goods and/or services as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation and may award the necessary Contract provided that the Contract does not exceed \$75,000.
- 23.2 Where the extent or the severity of the Special Circumstance to warrant a sole source purchase pursuant to Section 22.1, f), is such that the expenditure is likely to be between \$75,000 and \$250,000, the CAO may award the necessary Contract for the purchase of such goods and/or services, as is considered necessary to remedy the situation without regard to the requirement for a Bid Solicitation, provided that adequate funds have been appropriated from accounts within the Council approved estimates. All purchases made under provisions in Sections 23.1 and 23.2 shall be reported to County Council at the first possible opportunity.
- 23.3 The relevant details surrounding the application of Sections 23.1 and 23.2 shall be included in the report submitted to Council pursuant to Section 37.0.

24.0 CONTRACT EXTENSIONS/FOLLOW-ON CONTRACTS

- 24.1 Where a reasonable likelihood exists that on completion of a Contract, it will be necessary to award a non-competitive Contract for Follow-On goods or services, the Director shall ensure that the possibility of a Contract Extension/Follow-On Contract will be identified in the original Bid Solicitation.

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24.2 Directors may authorize Contract Extensions/Follow-On goods or services provided total amended value of the Contract is within approval authority of a Director.

24.3 The CAO may authorize Contract Extensions/Follow-On goods or services provided the total amended value of the Contract is within the CAO's approval authority.

24.4 Standing Committees can authorize Contract Extensions/Follow-On goods or services provided the total amended value is within the Committees' approval authority. Contract Extension/Follow-On Contracts that exceed Standing Committee's approval limits must be approved by Council.

25.0 CONTRACT AMENDMENTS AND REVISIONS (SCOPE CHANGE)

25.1 No amendment that changes the price of a Contract shall be agreed to without a corresponding change in requirement or scope of work.

25.2 Amendments to Contracts are subject to the identification and availability of sufficient funds in the appropriate accounts within Council approved divisional estimates, including authorized revisions.

25.3 A Director may authorize amendments to Contracts provided that the total amended value of the contract is within the approval authority of the Director.

25.4 The CAO's approval is required for amendments to Contracts where the total amended value of the procurement reaches the CAO's approval threshold.

25.5 Standing Committee approval is required for amendments to Contracts where the total amended value reaches the Standing Committee's approval threshold, otherwise Council approval is required.

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26.0 CONTRACT RENEWALS

26.1 Where the original Contract contains an option to renew or a renewal clause stipulating the provisions of what is acceptable for a renewal, a Director may authorize the renewal without Council approval by By-law provided that:

- a. the supplier's performance in supplying the goods and/or services is considered to have met the requirements of the Contract;
- b. a Director agrees that the renewal option is in the best interest of the County; and,
- c. funds are available in appropriate accounts within the Council approved estimates, including authorized revisions, to meet the proposed expenditure.

The renewal information shall be sent to the appropriate Standing Committee and Council for information.

26.2 Where a Contract contains an option for renewal, the authorization from the Director shall include a written explanation to the CAO as to why the renewal is in the best interest of the County, which shall include comment on the market situation and trend.

27.0 CONTRACT WITHOUT BUDGETARY APPROPRIATION

27.1 Where a requirement exists to initiate a project for which goods and/or services are required and funds are not contained in appropriate accounts within the Council approved departmental estimates to meet the proposed expenditure, the Director shall, prior to the commencement of the purchasing process, submit a report through the appropriate Standing Committee to Council containing:

- a. information surrounding the requirement to Contract;
- b. the terms of reference to be provided in the Contract; and,

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- c. information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes or on the requirement for additional funds.

28.0 BID AND CONTRACT ADMINISTRATION SUBMISSION OF BIDS

- 28.1 Bids will be accepted in electronic format either through the Bidding System, via email, or by way of sealed paper form. This will ensure confidentiality and security, including maintaining the “sealed” nature of bids. NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED
- 28.2 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 Section 29.2 applies.
- 28.3 A Director may waive the need for a revised Bid Solicitation and enter negotiations with the Lowest Responsive Bidder or the highest responsive bidder for a revenue-driven bid selection, emanating from a Bid Solicitation under the following circumstances:
 - a. the total cost of the Lowest Responsive Bid is in excess of the funds appropriated by Council for the project; or,
 - b. the total revenue of the highest response bidder is less than that anticipated by Council; or,
 - c. a Director and the CAO agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the Bid Solicitation.
- 28.4 In the case of building construction contracts, where the total cost of the Lowest Responsive Bid is in excess of the appropriation made by Council, negotiations shall be made in accordance with the guidelines established by the most current Canadian Construction Documents Committee.

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28.5 If two (2) equal bids are received, the following process shall be employed as a means of breaking the tie:

- a. The names of the tied Bidders shall be placed in a container and the bid to be recommended to Council for award, shall be drawn by the CAO or their designate, in the presence of the Director or their designate and the Treasurer or their designate.

29.0 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE

29.1 The Director may require that a bid be accompanied by a Bid Deposit or other similar security, to guarantee entry into a contract.

29.2 In addition to the security referred to in Section 30.1, the successful Bidder may be required to provide a Performance Bond to guarantee the faithful performance of the Contract and a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with the Contract.

29.3 The 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.

29.4 At the discretion of a Director, prior to the commencement of work, evidence of liability insurance coverage may be obtained (by the Director), ensuring indemnification of the County of Renfrew from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract. When evidence of Liability Insurance Coverage is obtained, it shall satisfy the requirements of the Treasurer.

29.5 Prior to payment to a Vendor, an Independent Operator Status or Certificate of Clearance from the Workplace Safety and Insurance Board

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shall be required by the Director, ensuring all premiums or levies have been paid to the Board to date.

29.6 A Director shall ensure that the guarantee means selected will:

- a. not be excessive but sufficient to cover financial risks to the County;
- b. provide flexibility in applying leverage on a Vendor so that the penalty is proportional to the deficiencies; and,
- c. comply with Provincial Statutes and Regulations.

29.7 Financial security for Contract performance shall only be required where the County will be exposed to costs if the Contractor does not complete the requirements of the Contract.

29.8 The Treasurer may release the holdback funds on construction contracts upon:

- a. the Contractor submitting a Statutory Declaration that all accounts have been paid and that all documents have been received for all damage claims;
- b. receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
- c. all the requirements of the Construction Act being satisfied;
- d. where applicable, staff may conduct a title search without the assistance of the County Solicitor to ensure that liens have not been registered; and,
- e. certification from the Director, under whom the work has been performed, that the conditions of the Contract have been satisfied.

30.0 IRREGULARITIES CONTAINED IN BIDS

30.1 The process for administering irregularities contained in bids pertaining to all Contracts, are set out in Schedule "B".

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30.2 For an irregularity listed in the first column of Schedule “B”, the applicable response is identified in the second column of Schedule “B”.

31.0 CONTRACTUAL AGREEMENT

31.1 The Award of Contract may be made by way of a Formal Agreement, Supplier Invoice and/or a PO.

31.2 A PO is to be used when the resulting Contract is straightforward and will contain the County's standard terms and conditions.

31.3 A Formal Agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the County's standard terms and conditions.

31.4 It shall be the responsibility of a Director and/or the County Solicitor, to determine if it is in the best interest of the County to establish a Formal Agreement with the Vendor.

31.5 Where it is determined that Section 31.4 is to apply, the Formal Agreement may be reviewed and approved for execution by the County’s Solicitor. Where a Formal Agreement is required as part of the Award of a Contract, it should be executed in accordance with the Delegated Authority on purchasing limits as outlined in this Policy.

31.6 Where a Formal Agreement is not required, a PO incorporating the terms and conditions relevant to the Award of Contract, shall be issued.

32.0 EXECUTION AND CUSTODY OF DOCUMENTS

32.1 Directors are authorized to execute Formal Agreements in the name of the County of Renfrew for which the award was made by Delegated Authority. Where a Formal Agreement is required as part of the Award of Contract, it should be executed in accordance with the Delegated Authority on purchasing limits as outlined this Policy.

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32.2 A Director shall have the authority to execute POs issued in accordance with these provisions.

32.3 A Director shall be responsible for the safeguarding of original purchasing and contract documentation, for the contracting of goods and/or services, for which the award is made by Delegated Authority.

33.0 TERM OF COUNCIL

33.1 Where a Contract may extend beyond the term of the Council, the Contract shall contain provisions to minimize the financial liability of the County, should the subsequent Council not approve sufficient funds to complete the Contract and the Contract must be terminated by the County.

34.0 COOPERATIVE PURCHASING

34.1 The County may participate with other government agencies or public authorities in Cooperative Purchasing, where it is in the best interests of the County to do so.

34.2 The procurement policies of the County or government agencies or public authorities calling the cooperative tender are to be the accepted policies for that particular tender.

35.0 SUPPLIER PERFORMANCE

35.1 A Director shall document evidence and advise the CAO and Treasurer in writing, where the performance of a Vendor has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

35.2 The CAO may, in consultation with the Director and the County Solicitor, prohibit an unsatisfactory Vendor from participating in future Bid Solicitations.

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36.0 RECEIPT OF GOODS

- 36.1 A Director or their designate, shall arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract and inform the Treasurer of discrepancies immediately.
- 36.2 A Director shall coordinate an appropriate course of action with the Treasurer, for any non-performance or discrepancies.

37.0 REPORTING TO COUNCIL

- 37.1 Each Director shall submit to their appropriate Standing Committee, a monthly information report containing the details relevant to the exercise of Delegated Authority, for all Contracts, including amendments and renewals.

38.0 ACCESS TO INFORMATION

- 38.1 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, as amended.

SCHEDULE A - LEVELS OF CONTRACT APPROVAL AUTHORITY

For ease of reference purposes only and subject to the specific wording of the Corporate Policies and Procedures.

Goods / Materials / Services / Construction				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
Competitive (ref 19.0, 21.0)	<15K	Standing Offer or 2 Quotes Below 5K written quotes not needed and not obliged to use RFSO vender	Credit Card / PO/ Supplier Invoice	Director / Designate
	15K – 50K	RFSO, RFQ, RFT or RFP	PO/Agreement/ Supplier Invoice	Director
	>50K – 100K	RFT, RFP, RFSO	PO/Agreement	CAO
	>100K – 150K	RFT or RFP	PO/Agreement	Standing Committee
	>150K	RFT or RFP	PO/Agreement	County Council
Non-Competitive (ref 15.0, 16.0, 17.0, 22.0)	<1K	Solicit Quotation(s)	Credit Card Petty Cash, Invoice	Manager / Designate
	<25K	Rationalize selection of supplier Negotiation – demonstrate Fair Market Value (price support)	Credit Card / PO/ Supplier Invoice	Director / Designate

Special Circumstances				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(ref 23.0)	<75K	Negotiation – demonstrate Fair Market Value (price support)	PO	Director
	>75K – 250K	Negotiation – demonstrate Fair Market Value (price support)	PO	CAO

Consultants / professional services				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
Competitive (ref,17.0,18.0, 19.0, 20.0, 21.0)	<15K (ref 17.0)	RFSO – demonstrate Fair Market Value (price support)	PO/Agreement	Director / Designate
	15K – 50K (ref 18.0, 21.0)	RFP/RFQ/RFSO	PO/Agreement	Director
	>50K – 100K	RFP/RFSO	PO/Agreement	CAO
	>100K – 150K	RFP	PO/Agreement	Standing Committee
	>150K	RFP	PO/Agreement	County Council
Non-Competitive (ref 22.6)	<15K	Direct Appointment – negotiation – demonstrate Fair Market Value (price support)	PO/Agreement	Director / Designate
	15K – 50K	Direct Appointment - demonstrate Fair Market Value (price support)	PO/Agreement	CAO

Amendments to Contracts				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(ref 25.0)	<15K	Negotiation	Contract Letter/ Agreement	Director / Designate
	15K – 100K	Negotiation – demonstrate Fair Market Value (price support)	Contract Letter/Agreement	CAO
	>100K	Negotiation – demonstrate Fair Market Value (price support)	Contract Letter/Agreement	Standing Committee

“Follow-On” Contracts				
Transaction Type	Value (K=\$thousands)	Procurement Process	Payment Mechanism	Approval Required
(ref 24.0)	<50K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Director
	>50K – 100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	CAO
	>100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Standing Committee

SCHEDULE B – IRREGULARITIES CONTAINED IN BIDS

#	IRREGULARITY	RESPONSE
1.	Late Bids	Automatic Rejection, not read publicly, returned unopened to the bidder.
2.	Unsealed envelopes	Automatic Rejection, not read publicly, returned unopened to the bidder.
3.	Financial Security – Execution (a) No bid deposit, cheque not certified or not an original financial security (e.g. a photocopy or a facsimile of a financial security)	Automatic Rejection
	(b) Insufficient financial security	Automatic Rejection, unless in the opinion of Director the insufficiency in the financial security is trivial or insignificant.
	(c) Signature and/or Corporate Seal of Contractor or of bonding company or both are missing from bid bond.	A Bid bond must be executed (signed) by both the Principal (Contractor) and Surety (Bonding Company) to be valid. If either signature is missing, the response is Automatic Rejection. If one or both Corporate Seals is missing, the bond is still considered to be valid and no additional action is required.
4.	Bid Document – Execution (a) Bids not executed in non-erasable medium and signed in ink.	Automatic Rejection
	(b) Bid document missing signature of authorized representative, whether corporate seal affixed or not.	Automatic Rejection

#	IRREGULARITY	RESPONSE
	(c) Bid documents in which all Addenda issued have not been acknowledged.	Automatic Rejection, unless in the opinion of the CAO, the Addenda do not significantly impact the bid, in which case the Bidder will be given 48 hours to formally acknowledge the Addenda, with no change permitted to the original financial bid.
5.	Incomplete Bids <ul style="list-style-type: none"> partial bids, all required items not bid 	Automatic Rejection
6.	Qualified Bids <ul style="list-style-type: none"> bids qualified or restricted by a written statement, whether within the form of tender or included as an attachment 	Automatic Rejection
7.	Bids received on documents other than those provided by the County.	Automatic Rejection, unless in the opinion of the CAO, the intention of the Bidder is clear, and the bid submission details do not deviate in any material manner from those provided by the County.
8.	Bids Containing Clerical or Mathematical Errors	
	(a) Uninitialled changes to the bid document, which are in the opinion of Director trivial in nature.	After official notification from the Director, the Bidder has 48 hours to rectify the situation and initial any changes.
	(b) Uninitialled changes to the unit prices in the price schedule and the contract totals are consistent with the price as amended.	After official notification from the Director, the Bidder has 48 hours to initial the changes.

#	IRREGULARITY	RESPONSE
	(c) Extension error, based on quantity provided in bid document and unit rate provided by Bidder.	Mathematical error corrected by the Department, using the unit price.
9.	Mistakes in Tendering <ul style="list-style-type: none"> on the application of the Bidder and the clear demonstration of an error in the tender or in the Bidder's calculation sheets 	Following consultation with the Bidder, the Department may allow the Bidder to withdraw the bid, in writing, without financial penalty. In some instances, the Director may elect to retain the bid deposit.
10.	Other Irregularities	The CAO and the Director shall have authority to waive irregularities, which are considered to be trivial or insignificant.
11.	Any Irregularity	Despite any provisions herein contained, County of Renfrew Council may waive any irregularity, where Council, in its' sole discretion, considers it to be in the best interests of the County of Renfrew.

SCHEDULE C – MINIMUM STANDARDS AND REQUIREMENTS FOR TENDERS

The following are minimum procedures and apply to the acquisition of Commodities (except Consultant's services) by Tender.

1.0 ADVERTISING

In order to attract as many competitive bidders as possible, RFTs must be published on the County's website. A notice shall be sent directly via email to a minimum of six (6) Proponents with experience undertaking works for the County, and known to undertake the general scope of work anticipated to be required under the contract included in the notice. Should less than six (6) Proponents be notified, the notice must be placed as an advertisement in at least one local newspaper that is circulated to all or a major section of the County.

Notwithstanding the above, the Director may, at their discretion, require a notice be placed as an advertisement in a local paper regardless of the number of available Proponents. If a bidding system is to be utilized, notifications must advise that an electronic "Bids&Tenders" program is used and provide the site link.

Where possible, at least fifteen days' notice shall be given between the date of the advertisement/notice and the closing time of the Tender, in accordance with the Ontario/Quebec Trade Agreement.

2.0 TENDER DOCUMENTS

- (a) **Tender Document Statement:** All Tender documents shall contain the following statement "The lowest or any Tender will not necessarily be accepted and the County reserves the right to award any portion of this Tender" or words to that effect.
- (b) **Bond Agreement:** Where a performance and/or maintenance bond and/or labour and material payment bond is required, the Tender document must contain an "Agreement to Bond" to be executed by the Bidder and returned with the Bid.
- (c) **Bid Surety Requirements:** Bid deposits are guarantees that a Bidder will enter into a Contract with the County.

Where deemed necessary by the Director or where labour (or services) and material are involved, a bid deposit is required in the amount specified in the tender documents.

Bid deposits must be in the form of a bid bond, certified cheque, bank draft, money order, or irrevocable letter of credit.

Any tender received without the required bid deposit shall be disqualified.

- (d) **Performance and Maintenance Bonds:** Performance bonds guarantee performance of the terms of a Contract. This bond protects the County from financial loss should the Vendor fail to perform the Contract in accordance with its terms and conditions. Maintenance bonds provide upkeep of a project for a specified period of time after the project is completed. This bond guarantees against defective workmanship or materials.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor's failure to perform the Contract within the terms and conditions of the Contract, a performance bond is required.

Where deemed necessary by the Director or where the County could experience significant financial loss or other harm as a result of defective workmanship or materials, a maintenance bond is required.

Performance and/or maintenance bonds must be in the amount of one hundred (100%) percent of the total Contract price.

- (e) **Labour and Material Payment Bonds:** Labour and material payment bonds are guarantees that the Vendor will make payment for obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the project.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor fail to pay its obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the Contract, a labour and material payment bond shall be required.

Labour and Material Payment Bonds shall be in the amount of fifty (50%) percent of the Total Award Price.

- (f) **Insurance:** Where deemed necessary by the Director or where the County could experience significant financial loss, the Tender shall require that an insurance certificate be provided. The insurance coverage must be a minimum of Two Million (\$2,000,000) Dollars for liability, bodily injury and property.

The policy will require that the County be added as an additional named insured (for the project in question) and that the County be notified in advance in the event the insurance policy is cancelled or changed in any manner.

- (g) **Occupational Health and Safety:** All Tender document forms and Contracts shall require that the Occupational Health and Safety Act must be complied with.
- (h) **Workplace Safety and Insurance Board Certificate (WSIB):** All Tender document forms and Contracts involving a labour component shall require a WSIB Certificate of Clearance from the Vendor.

3.0 RECEIPT AND OPENING OF BID DOCUMENTS

- (a) **Electronic Bid Receipt:** Timing of Electronic bids submitted through “Bids&Tenders” is based on when the bid is RECEIVED by the Bidding System and not when a bid is submitted as bid transmission can be delayed due to file transfer size, transmission speed. Confirmation of receipt is provided through the Bidding System advising that the bid is submitted successfully. Electronic bids are based on the Web Clock.
- (b) **Paper Bids Timed and Dated:** Paper bid submissions when received shall be time and date stamped and initialled by the person receiving the Bid and placed in a secure location until the Tender opening.
- (c) **Number of Bids and Bidder Name Not to be Divulged:** The number of Bids received and the names of Bidders is confidential, and shall not be divulged prior to the Tender opening.
- (d) **Tender Envelopes:**

Paper bids shall be submitted in sealed envelopes which clearly indicate the following information:

- Contract Number
- Contract/Project Name
- Bid Closing Day, Date and Time
- Bidder's Name, Business Address and Phone Number
- County of Renfrew
- Department to which the Bid is directed including the address of the location to which Bids are to be submitted

Submissions which do not comply with the foregoing requirements shall be rejected. When this occurs, the Department will make every reasonable attempt to notify the Bidder.

(e) **Tenders Received After Closing Time and Date:**

- Electronic Tenders received after the closing time are not permitted and automatically rejected through the Bidding System.
- Paper Tenders received after the closing time shall be noted and returned unopened to the Bidder, as soon as possible. If a late Tender is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

(f) **Alternative Bids:** Unsolicited alternative Bids shall not be considered.

(g) **Two Bids for Same Contract:** If two bids for the same Contract are received simultaneously (i.e. Vendor's copy included), the signed copy, or if both are properly executed and prices differ, the lower price copy, shall be considered the intended Bid, which shall be processed in the normal manner.

(h) **Two Bids Same Contract:** If two Bids for the same contract are received the latest date received shall be considered the intended Bid.

(i) **Bids Received By:** Bids shall be received by the Department requiring the service or commodity unless otherwise provided for.

- (j) **Tender Opening:** Tenders shall be opened in public and in the presence of the Opening Committee. The names of those individuals in attendance, the time and date of the opening, the names of the firms submitting a Bid, an opening statement for the purpose of the meeting, and the total Bid price of each Bid shall be recorded at the opening.

4.0 RETURN OF DEPOSIT CHEQUES

- (a) **Return of Bid Deposit Cheques:** Immediately following the Tender opening, all Bid deposit cheques (other than those of the two lowest Bidders) shall be returned to the applicable Bidders by courier, registered mail, or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

Upon receipt of the executed Contract (and all other required documents, such as bonds etc.) in a format acceptable to the County, the deposit cheques of the Vendor and the second and third low Bidders shall be returned by courier, registered mail or pick-up by the Bidders.

- (b) **Deposit Cheque Not to be Cashed Unless:** The Bid Deposit cheques that are retained in accordance with Section 4.0(a) of this Schedule, shall not be cashed unless the deposit is forfeited as set out in Section 5.0 of this Schedule.

5.0 ACTION WHEN SUCCESSFUL BIDDER DOES NOT FINALIZE CONTRACT

If a Contract has been awarded and the successful Bidder fails to sign the Contract or provide any required documents (i.e. bonds) within the specified time, the Department may grant additional time to fulfill the necessary requirements or may recommend that either:

- (a) the Contract be awarded to the next higher Bidder; or
- (b) the Contract be cancelled.

In either case, the deposit of the originally awarded Bidder is forfeited to the County.

COUNTY OF RENFREW

BY-LAW NUMBER ~~91-21~~ -22

EMPLOYMENT BY-LAW # 1 FOR COUNTY OFFICERS AND STAFF

WHEREAS the Council of the Corporation of the County of Renfrew deems it advisable to employ County Officers and Staff under and subject to the provisions of a By-law;

AND WHEREAS the Ontario Municipal Act empowers Council to pass such a By-law regulating the appointment, duties and remuneration of such Officers and Staff;

NOW THEREFORE the Council of the Corporation of the County of Renfrew enacts as follows:

ARTICLE 1 - INSURANCE AND HEALTH BENEFITS

PART A - Full-Time Employees

1. Pension

The Ontario Municipal Employees Retirement System Pension Plan shall apply as per the OMERS Agreement.

2. Life Insurance

The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage and Accidental Death or Dismemberment. From age 71 to 75, "life coverage" will be at a rate of 50% of the coverage provided in the original plan for non-union employees.

3. Extended Health Care

The Employer shall pay 100% of the premiums for the Extended Health Care Plan. There is a drug dispensing fee cap of \$8.50.

4. Dental Plan

The employer shall pay 100% of the standard dental plan (prior year ODA schedule).

In additional, major restorative coverage is provided at 50% co-insurance to a maximum of \$2,000 per year per insured. Orthodontic coverage is provided at 50% co-insurance to a lifetime maximum of \$2,000 per insured.

5. Health Care Spending Account

In addition to the Extended Health and the Dental Plan, full-time employees have access to an annual Health Care Spending Account. The Health Care Spending Account is set at \$850.00 annually. This is prorated for new employees.

6. Optional Life Insurance/Optional Accidental Death & Dismemberment Insurance

Employees may participate in an Optional Life Insurance Program and an Optional Accidental Death & Dismemberment Program within the terms and conditions of the policy, provided the employee assumes full responsibility for the premiums.

7. Early Retiree Benefit

The employer shall pay 100% of the premiums for employees who qualify under OMERS for an Early Retirement Plan for full-time employees as follows:

- For all employees who retired prior to January 30, 2013 a lifetime maximum of \$25,000 for claims.
- For all employees who retire after January 29, 2013 a lifetime maximum of \$50,000 for claims.
- For all employees who retire after March 1, 2015 a lifetime maximum of \$75,000 for claims.
- For all employees who retire after February 1, 2016 a lifetime maximum of \$100,000 for all claims.
- For all employees who retire after March 1, 2021 there is no lifetime maximum cap for all health and dental claims.

ARTICLE 2 - PAID HOLIDAYS

Thirteen paid holidays shall be provided. Specific days are outlined in the Corporate Policies and Procedures Manual.

ARTICLE 3 - OTHER ALLOWANCES

1. Mileage Allowance

For the use of vehicles authorized by the employee's supervisor, the employee shall receive a mileage allowance established at the maximum automobile allowance rate approved by the Canada Revenue Agency (CRA).

2. Meals, Gratuities and Incidental Expenses

While attending conferences, conventions, seminars, workshops or business meetings, employees will receive actual expenses supported by receipts of up to \$95.00 per day.

3. Safety Footwear Allowance

- (a) Employees who are required by nature of their job to wear safety footwear on a regular daily basis shall be provided the following annual allowance:
Effective January 1, 2017: Full-time - \$275.00 per annum
Part-time - \$137.50 per annum
- (b) Employees who are required by nature of their job to wear safety footwear on an occasional basis will be provided with the above allowance once every three years.

ARTICLE 4 - RATES OF PAY

Schedule "A" - Non-Union Salary Grid and Classifications

Schedule "B" - Non-Union Additional Classifications and Rates

ARTICLE 5 - ADJUSTMENT DATE

The next adjustment date shall be January 1, ~~2022~~ 2023 or earlier as deemed appropriate by Council.

ARTICLE 6 - ENFORCEMENT AND GENERAL

1. Matters pertaining to working conditions and employment are also set out in the Corporate Policies and Procedures Manual. The manual should be referred to for additional information about the employment conditions contained in this by-law.
2. Any other amendments to this By-law shall be recommended by the Finance & Administration Committee to County Council in the form of a replacement By-law.
3. This By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
4. By-law ~~21-21~~ 91-21 is hereby repealed.
5. This By-law shall come into force and be effective ~~August 25, 2021~~ January 1, 2022 except where otherwise noted.

READ a first time this ~~25th~~ 23rd day of ~~August, 2021~~ February, 2022

READ a second time this ~~25th~~ 23rd day of ~~August, 2021~~ February, 2022

READ a third time and finally passed this ~~25th~~ 23rd day of ~~August, 2021~~ February, 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

County of Renfrew Non-Union Staff Salary Grid**Schedule "A"****Effective: January 1, 2022**

Group		Step 1	Step 2	Step 3	Step 4	Step 5 Job Rate	Merit
1		\$35,382	\$36,627	\$37,876	\$39,127	\$40,375	\$41,624
	hr. 1820	19.44	20.12	20.81	21.50	22.18	1,249.00
	hr. 2080	17.01	17.61	18.21	18.81	19.41	
2		\$41,223	\$42,675	\$44,131	\$45,585	\$47,041	\$48,495
	hr. 1820	22.65	23.45	24.25	25.05	25.85	1,454.00
	hr. 2080	19.82	20.52	21.22	21.92	22.62	
3		\$47,173	\$48,836	\$50,504	\$52,169	\$53,832	\$55,499
	hr. 1820	25.92	26.83	27.75	28.66	29.58	1,667.00
	hr. 2080	22.68	23.48	24.28	25.08	25.88	
4		\$53,053	\$54,919	\$56,781	\$58,645	\$60,507	\$62,370
	hr. 1820	29.15	30.18	31.20	32.22	33.25	1,863.00
	hr. 2080	25.51	26.40	27.30	28.19	29.09	
5		\$58,967	\$61,048	\$63,129	\$65,210	\$67,292	\$69,372
	hr. 1820	32.40	33.54	34.69	35.83	36.97	2,080.00
	hr. 2080	28.35	29.35	30.35	31.35	32.35	
6		\$64,809	\$67,094	\$69,381	\$71,669	\$73,958	\$76,245
	hr. 1820	35.61	36.86	38.12	39.38	40.64	2,287.00
	hr. 2080	31.16	32.26	33.36	34.46	35.56	
7		\$70,758	\$73,258	\$75,753	\$78,252	\$80,748	\$83,247
	hr. 1820	38.88	40.25	41.62	43.00	44.37	2,499.00
	hr. 2080	34.02	35.22	36.42	37.62	38.82	
8		\$76,602	\$79,304	\$82,006	\$84,711	\$87,414	\$90,119
	hr. 1820	42.09	43.57	45.06	46.54	48.03	2,705.00
	hr. 2080	36.83	38.13	39.43	40.73	42.03	
9		\$83,985	\$86,950	\$89,914	\$92,877	\$95,841	\$98,806
	hr. 1820	46.15	47.77	49.40	51.03	52.66	2,965.00
	hr. 2080	40.38	41.80	43.23	44.65	46.08	
10		\$91,370	\$94,595	\$97,819	\$101,046	\$104,267	\$107,493
	hr. 1820	50.20	51.98	53.75	55.52	57.29	3,226.00
	hr. 2080	43.93	45.48	47.03	48.58	50.13	
11		\$98,754	\$102,241	\$105,724	\$109,209	\$112,694	\$116,181
	hr. 1820	54.26	56.18	58.09	60.00	61.92	3,487.00
	hr. 2080	47.48	49.15	50.83	52.50	54.18	
12		\$106,138	\$109,884	\$113,629	\$117,380	\$121,123	\$124,872
	hr. 1820	58.32	60.38	62.43	64.49	66.55	3,749.00
	hr. 2080	51.03	52.83	54.63	56.43	58.23	
13		\$113,414	\$117,414	\$121,419	\$125,422	\$129,424	\$133,426
	hr. 1820	62.32	64.51	66.71	68.91	71.11	4,002.00
	hr. 2080	54.53	56.45	58.37	60.30	62.22	
14		\$120,797	\$125,062	\$129,323	\$133,588	\$137,851	\$142,115
	hr. 1820	66.37	68.72	71.06	73.40	75.74	4,264.00
	hr. 2080	58.08	60.13	62.17	64.23	66.27	
15		\$128,183	\$132,707	\$137,229	\$141,754	\$146,277	\$150,804
	hr. 1820	70.43	72.92	75.40	77.89	80.37	4,527.00
	hr. 2080	61.63	63.80	65.98	68.15	70.33	
16		\$134,134	\$138,868	\$143,602	\$148,336	\$153,070	\$157,804
	hr. 1820	73.70	76.30	78.90	81.50	84.10	4,734.00
	hr. 2080	64.49	66.76	69.04	71.32	73.59	
17		\$140,086	\$145,030	\$149,971	\$154,916	\$159,862	\$164,808
	hr. 1820	76.97	79.69	82.40	85.12	87.84	4,946.00
	hr. 2080	67.35	69.73	72.10	74.48	76.86	

Revised: February 2022

County of Renfrew Staff Classifications and Salary Ranges

GROUP	SALARY (\$)	POSITION	
1	35,382 – 40,375	<ul style="list-style-type: none"> Administration Clerk COVID-19 Screener & Visit Facilitator 	<ul style="list-style-type: none"> Data Entry Clerk Labourer
2	41,223 – 47,041	<ul style="list-style-type: none"> Fundraising Coordinator Logistics Clerk Maintenance Person 	<ul style="list-style-type: none"> Receptionist Secretary I
3	47,173 – 53,832	<ul style="list-style-type: none"> Accounting Clerk I Administrative Assistant Administrative and Business Support Assistant Clerk/Cashier (Disclosure) Courtroom Clerk/Monitor Court Service Specialist COVID-19 Screener Coordinator 	<ul style="list-style-type: none"> Customer Service Representative General Clerk/Cashier Intake Coordinator Program Officer Scheduling Clerk Secretary II Trails Coordinator
4	53,053 – 60,507	<ul style="list-style-type: none"> Accounting Clerk I - Finance Administrative Assistant Administrative Assistant - Finance Best Start Planner Collections Clerk Community Relations Coordinator Contract Integration Coordinator Data Analysis Coordinator Early Years Literacy Specialist 	<ul style="list-style-type: none"> Economic Development Coordinator Healthy Kids Community Challenge Project Coordinator Integration Coordinator Licensed Home Visitor Tourism Industry Relations & Digital Marketing Coordinator
5	58,967 – 67,292	<ul style="list-style-type: none"> Eligibility Coordinator Junior Planner/Land Division Secretary-Treasurer 	<ul style="list-style-type: none"> Media Relations/Grants Coordinator Tourism Development Officer
6	64,809 – 73,958	<ul style="list-style-type: none"> Accounting Technician Assistant Food Services Supervisor Engineering Technician Forestry & Trails Technician GIS Technician Infrastructure Coordinator 	<ul style="list-style-type: none"> IT Technician IT Technician/Webmaster Junior Planner Ontario Works Agent Payroll Administrator
7	70,758 – 80,748	<ul style="list-style-type: none"> Asset Management Coordinator Business Consultant Capital Projects Coordinator Client Programs Supervisor Construction Supervisor County Planner Early Years Supervisor 	<ul style="list-style-type: none"> Executive Assistant/Deputy Clerk Human Resources Coordinator Infrastructure Technician Operations Coordinator Patrol Supervisor RCHC Site Supervisor Systems Analyst
8	76,602 – 87,414	<ul style="list-style-type: none"> Administration Supervisor Business Development Officer County Forester Dietitian Environmental Services Supervisor Food Services Supervisor 	<ul style="list-style-type: none"> Network Administrator Prosecutor Prosecutor (Bilingual) Senior Planner Supervisor, Ontario Works Supervisor, Technical Services

GROUP	SALARY (\$)	POSITION	
9	83,985 – 95,841	<ul style="list-style-type: none"> Employee Health Coordinator Manager, Economic Development Services Manager, Forestry & GIS 	<ul style="list-style-type: none"> Manager, Planning Services Physiotherapist POA Manager
10	91,370 – 104,267	<ul style="list-style-type: none"> Commander Manager, Child Care Services Manager, Finance Manager, Housing and Homelessness 	<ul style="list-style-type: none"> Manager, Human Resources Manager, Information Technology Manager, Ontario Works Manager, Real Estate Resident Care Coordinator
11	98,754 – 112,694	<ul style="list-style-type: none"> Manager, Infrastructure 	<ul style="list-style-type: none"> Manager, Operations
12	106,138 – 121,123	<ul style="list-style-type: none"> Deputy Chief Clinical Programs Deputy Chief Operations 	<ul style="list-style-type: none"> Director of Care
13	113,414 – 129,424	<ul style="list-style-type: none"> Nurse Practitioner 	
14	120,797 – 137,851	<ul style="list-style-type: none"> Administrator, Miramichi Lodge 	
15	128,183 – 146,277		
16	134,134 – 153,070	<ul style="list-style-type: none"> Director, Development & Property Director, Emergency Services/Chief Paramedic Services 	<ul style="list-style-type: none"> Director, Public Works & Engineering Director, Community Services
17	140,086 – 159,862	<ul style="list-style-type: none"> Director, Corporate Services 	<ul style="list-style-type: none"> Director, Long Term Care

Revised: February 2022

SCHEDULE "B"

NON-UNION ADDITIONAL CLASSIFICATIONS AND RATES

Effective: January 1, 2022

Classification	Department	Probationary Rate	Permanent Rate
Mechanic	Public Works	\$ 32.58	\$ 33.71
Truck/Equipment Operator	Public Works	\$ 25.92	\$ 26.77
Sign Shop Fabricator	Public Works	\$ 25.08	\$ 26.14
Labourer	Public Works	\$ 19.86	\$ 20.78
Student (under 18)	All		\$ 14.10
Student (18 and over)	All		\$ 15.00
Lead Hand Premium	All		\$2.00
Grader Operator Premium	Public Works		\$1.25
Shift Premium	All		\$0.85
Weekend Premium	All		\$0.50
Commander Shift Premium	Emergency Services		\$0.75

Revised: February 2022