

GENERAL GOVERNMENT SERVICES COMMITTEE AGENDA



Monday, May 28, 2012, at 4:45 p.m.
Sutton Room, Community Services
55 Zina Street, Orangeville

Declarations of Pecuniary Interest by Members

DELEGATION

1. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #1
1849 Orangeville Lorne Scots Royal Canadian Army Cadets

Darren White, 1849 Orangeville Lorne Scots Royal Canadian Army Cadets
requesting permission to use land at the W & M Edelbrock Centre for storage.

REPORTS

2. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #2
Electronic Ambulance Call Reporting Product Selection

A report from the Director of Dufferin Paramedic Service dated May 28, 2012 with
respect to an Electronic Ambulance call reporting and documentation system.

Recommendation:

***THAT the report of Tom Reid, Director of Dufferin Paramedic Services dated
May 28, 2012, be received;***

***AND THAT staff award the purchase of Electronic Ambulance Call Reporting
Product Selection to Interdev in the amount of \$85,246 for software and
support.***

3. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #3
Insurance Renewal

A report from the Treasurer dated May 28, 2012 with respect to insurance renewal.

Recommendation:

***THAT the Treasurer's Report dated May 28th, 2012 regarding Insurance
Renewal be received;***

AND THAT the Ontario Municipal Insurance Exchange (OMEX) be retained as the insurance provider to Dufferin County for the year 2013.

4. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #4
Annual Tax Tools By-law

A report from the Treasurer dated May 28, 2012 with respect to the annual Tax Tools By-law.

Recommendation:

THAT the Treasurer's Report on Annual Tax Tools Bylaw be received;

AND THAT the Tax Tools Bylaw for 2012 be brought forward to the June County Council meeting, with the same parameters as found in the 2011 Tax Tools Bylaw.

5. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #5
Capital Project Closures

A report from the Treasurer dated May 28, 2012 to recommend specific transactions to close the remaining balances now showing under prior-year capital for projects that have been completed.

Recommendation:

THAT the Treasurer's report dated May 28, 2012 with respect to Capital Project Closures be received;

AND THAT the transfers as outlined in Table A be approved.

6. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #6
Revisions to Purchasing Policy

A report from the Treasurer dated May 28, 2012 with respect to revisions to the Purchasing policy.

Recommendation:

THAT the report of the Treasurer and Deputy Treasurer dated May 28th, 2012 regarding Revisions to Purchasing Policy be received;

AND THAT the draft Procurement Policy, attached here as Schedule A, be approved;

AND THAT the necessary bylaw be presented to Council.

7. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #7
Wellington Dufferin Guelph Health Unit

A report from the Treasurer dated May 28, 2012 with respect to financial matters related to the Wellington-Dufferin-Guelph Public Health Unit (HU).

Recommendation:

THAT the Treasurer's report on Health Unit Financial Options be received;

AND THAT the remaining two instalments of the 2012 Health Unit Levy be paid in July;

AND THAT the proposed strategy of making capital project advances quarterly to the Health Unit, and arranging project borrowing on the County's own terms, be supported.

8. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #8
County of Dufferin Tower Licensing Agreement

A report from the County Clerk/Director of Corporate Services dated May 28, 2012 to seek approval to enter into licence agreements for use of the County of Dufferin Tower located at the Primrose Yard.

Recommendation:

THAT the report of the County Clerk/Director of Corporate Services dated May 28, 2012, regarding the County of Dufferin Tower License Agreement, be received;

AND THAT the Warden and Clerk be delegated authority to sign license agreements for use of County of Dufferin Communications Towers in a form substantially attached hereto as Schedule A.

CORRESPONDENCE

9. GENERAL GOVERNMENT SERVICES – May 28, 2012 – Item #9
Dufferin Wind Power – Utility Easement

Correspondence from a Melancthon Township Resident dated May 22, 2012 with respect to opposition in granting Dufferin Wind Power a Utility Easement along to former rail corridor.

Recommendation:

For consideration of the Committee.

NEXT MEETING: Monday, June 25, 2012, at 4:45 p.m.
55 Zina Street, Orangeville

CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Laura Ryan and Members of General Government Services Committee

From: Tom Reid, Director of Dufferin County Paramedic Service

Meeting Date: March 8th, 2012

Subject: **Electronic Ambulance Call Reporting Product Selection**

Purpose

The purpose of this report is to update the Committee on the sourcing of an Electronic Ambulance call reporting and documentation system and request permission to sole source the purchase.

Background & Discussion

Staff have reviewed the different Electronic Ambulance reporting and documentation systems available in the Province. The review included, presentations, interviews with current users, cost and services analysis. Funds have been included in the Ambulance budget for several years for this software.

The County of Grey has completed a competitive pricing process through a RFP. Imedic was the successful vendor and all reports are positive from the staff at the County of Grey. The Imedic system by Interdev was the clearly the leader in the industry with over half of the Provincial Ambulance Services and Base hospitals already utilizing the system. The County of Grey's RFP agreement allows for the participation of other municipalities and the vendor is willing to extend the RFP pricing to The County of Dufferin.

Currently our purchasing bylaw does not contemplate this type of approval. Staff are recommending that the software be purchased from the successful proponent of the Grey purchasing process.

Local Municipal Impact

There is no local municipal impact resulting from this report.

Financial, Staffing, Legal, or IT Considerations

Financial

The cost of the software, training and support for 2012 amounts to \$85,246 (including the County share of HST), well within the Ambulance operating budget of \$91,700 for this project. Ongoing support costs are budgeted yearly within the operating budget.

IT

The IT Manager has been consulted on the project. There will be time spent setting up the new laptops and training on iMedic.

Interdev will be providing after hours support on the application. This could result in an increased amount of on-call hours for County IT staff. Once the software is installed, staff will have a better idea of additional staff time and resources required.

Recommendation

That the report of Tom Reid, Director of Dufferin Paramedic Services dated May 28th 2012, be received;

AND THAT staff award the purchase of Electronic Ambulance Call Reporting Product Selection to Interdev in the amount of \$85,246 for software and support.

Respectfully submitted,

Tom Reid, Director
Dufferin Paramedic Service

THE CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TR-12-12 TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of General Government Services Committee
From: Alan Selby, Treasurer
Meeting Date: May 28, 2012
Subject: Insurance Renewal

Purpose

The purpose of this report is recommend that the County retain OMEX for the provision of insurance coverage through 2013.

Background & Discussion

The County's insurer, the Ontario Municipal Insurance Exchange (OMEX) is a not-for-profit insurer dedicated solely to providing insurance to Ontario municipalities since 1989. It currently consists of twenty member municipalities. OMEX operates similar to other insurance companies by issuing insurance policies, charging premiums, transferring risk to reinsurers and paying claims. As a risk sharing group, members' input helps create new products and services to support their future needs. The Board of Directors is composed of senior municipal staff elected by the membership and includes the County Treasurer. The day-to-day management of the reciprocal is handled by a team of insurance professionals who are experts in municipal insurance solutions.

OMEX (Ontario Municipal Insurance Exchange) was re-appointed by the County in 2010 following an RFP process. That approval was for 2011 and 2012 with an option to extend for one additional year. OMEX has been the County's insurance provider since 2003. They were successful in retaining the County's business following RFP's done in 2007 and 2010. The service to the County of Dufferin during the past few years has been excellent.

Staff recommends exercising the option to extend the agreement with OMEX for 2013 and then proceeding with an RFP process next year for 2014-15. OMEX policy requires its members to provide notice by June 30 at the latest, of their intention to go to RFP for insurance coverage in the upcoming year.

Local Municipal Impact

None

Financial, Staffing, Legal, or IT Considerations

There may be some impact to the County's premiums in 2013 when waste management responsibilities expand. It would be useful to see the impact on the County's premium coming from its existing insurer prior to going to RFP. A period of three years between insurance RFP's would also be consistent with County of Dufferin practice over the recent years (RFP was done in 2007 and 2010).

Recommendation

THAT the Treasurer's Report dated May 28th, 2012 regarding Insurance Renewal be received;

AND THAT the Ontario Municipal Insurance Exchange (OMEX) be retained as the insurance provider to Dufferin County for the year 2013.

Respectfully submitted,

Alan Selby
Treasurer

THE CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TR-12-13 TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: May 28, 2012

Subject: **Annual Tax Tools Bylaw**

Purpose

The purpose of this report is recommend the approval of the annual Tax Tools Bylaw.

Background & Discussion

The annual tax-capping exercise has been required since Current Value Assessment (CVA) began in 1998. It provides tax protection to properties in non-residential classes from significant property tax increases caused by the move to CVA. Tax Capping permits those properties to gradually be moved toward full CVA over a period of years. Eventually, all properties will be taxed at their full CVA values.

The Tax Tools used in 2011 by Dufferin County were those that will permit the fastest exit from the capping exercise, by removing as many properties from capping, as quickly as the rules allow, each year. It is recommended that this package of Tax Tools remain the same for 2012.

Local Municipal Impact

There are a small number of capping adjustments still required, and no Final 2012 Tax Bills (for non-residential, non-farm properties) can be sent out by local municipalities until the capping calculations are finished. Residential and Farm Final tax billing may proceed, however, for several reasons it is preferable that all Final tax billings for properties in all classes in one municipality are produced at the same time.

In order to complete the Capping work, which is co-ordinated and overseen at the County level, every local municipality in Dufferin County must first complete their 2012 budget, set their 2012 Tax Rate, and input their rate into the OPTA web-site so that the Capping calculations can be done.

CD-ROM's are then produced, through OPTA, for each municipality, to be used with the local municipality's tax-billing software, to correctly produce Final tax bills for the year 2012.

Financial, Staffing, Legal, or IT Considerations

The capping exercise is self-financing and the net impact of all capping adjustments, positive and negative ones combined, is zero.

Recommendation

THAT the Treasurer's Report on Annual Tax Tools Bylaw be received;

AND THAT the Tax Tools Bylaw for 2012 be brought forward to the June County Council meeting, with the parameters that promote the most expedient exit from the capping exercise.

Respectfully submitted,

Alan Sleby
Treasurer

THE CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TR-12-14 TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of General Government Services Committee
From: Alan Selby, Treasurer
Meeting Date: May 28, 2012
Subject: **Capital Project Closures**

Purpose

The purpose of this report is to recommend specific transactions to close the remaining balances now showing under prior-year capital for projects that have been completed.

Background & Discussion

Each year the Treasury Department conducts a review of all capital project accounts to determine which ones may be closed. In conjunction with Department Heads, it is determined which projects have been completed. Any overages within the projects must be funded, and any project surpluses are either transferred to offset project deficits, or transferred to reserves. Currently there are several capital projects ready for closure. The list appears in Table A.

Local Municipal Impact

There is no local municipal impact.

Financial, Staffing, Legal, or IT Considerations

The Table below outlines the year in which the project was originally budgeted, the gross cost of the project, a brief project title, the amount of deficit or surplus (surplus indicated with a negative), and the recommended action.

TABLE A

Overall, most projects came in below budget, resulting in a net surplus that may be transferred into Reserves. The combined Net amount to be transferred is \$98,620.

Budget Year	Gross Cost	Project Description	Deficit/ (Surplus)	Recommended Action(s)
2011	\$1,202,932	Property Acquisition	\$2,932	Tsf from Rsv for Rate Stabilization
2011	\$161,528	County Road 3 (PW-Rds-1248)	-\$3,813	Tsf to Rsv for Roads Rehabilitation
2009	\$1,784,335	County Road 16 (PW 2009 budget)	-\$22,377	Tsf to Rsv for Roads Rehabilitation
2011	\$124,998	Reclamite	-\$48,303	Tsf to Rsv for Roads Rehabilitation
2011	\$18,434	Route & Winter Patrol Manager	-\$1,166	Tsf to Rsv for Roads Rehabilitation
2009	\$47,408	Structure (Bridge) Inspections	-\$2,592	Tsf to Rsv for Roads Rehabilitation
2011	\$22,123	Security Cameras	-\$22,877	Tsf to Rsv for Ambulance Capital
2011	\$43,613	Carpet Replacement	\$18,613	Tsf from Walkway/Concrete Surplus
2010	\$180,930	Walkway/Concrete Repairs (\$25,905)	-\$18,613	Tsf to Carpet Replacement
			-\$7,292	Tsf bal to Rsv for Duff Oaks Capital
2010	\$5,942,689	Affordable Housing - Lawrence Avenue	-\$51,660	Tsf to Rsv for Facility Improvemts
2011	\$24,772	Museum Vehicle Replacement	\$11,144	Tsf from Rsv for DCMA Capital
2011	\$41,584	Museum Exterior Lighting Upgrade	\$55,845	Tsf from Rsv for DCMA Capital
2011	\$25,180	Corbetton Church Grounds Improvement	\$5,800	Tsf from Rsv for DCMA Capital

Recommendation

THAT the Treasurer's report on Capital Project Closures be received;

AND THAT transfers as outlined in Table A be approved.

Respectfully submitted,

Prepared by,

Alan Selby, CGA
Treasurer

Aimee Raves, CMA
Deputy Treasurer

CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TR-12-15 TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of General Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: May 28th, 2012

Subject: Revisions to Purchasing Policy

Purpose

The purpose of this report is to present to Committee the proposed revisions to the County purchasing policy.

Background & Discussion

The procurement policy, commonly called the purchasing policy, for Dufferin County was established by bylaw 2007-28. Section 22 of the bylaw requires a review of this policy every three years.

The Senior Management Team (SMT) has reviewed the policy and made certain changes, as explained in this report. These changes are to be reviewed by the Committee, and then a new bylaw will go to the June Council meeting.

A few minor changes have been made to the policy. The approval dollar-value thresholds have not changed, whereby anything with a value of \$50,000 or more will require a tender or request for proposal. Policy updates are proposed to better reflect the efficient practices that have evolved over the past few years.

Schedule B and Schedule C are new to the bylaw. The purpose of these schedules is to outline the actions to be taken in the event of bid irregularities, a common practice in purchasing policies. The objective is to have a clear set of guidelines to refer to when the need arises.

Section 15 – Cooperative Purchasing is also new to the bylaw. This section provides the County with the opportunity to take advantage of the procurement processes of other government bodies, ministry, local boards and other public entities or authorities. Typically seen within the IT sector it allows the County to benefit from more competitive pricing by joining forces with others to increase purchasing power.

Section 16 – Purchase by Negotiation has also been added to the bylaw. Another common section found within purchasing policies, it outlines the circumstances when negotiation is a permitted part of the purchasing process.

Lastly, Schedule A outlines those purchases which are made without a purchase order. This Schedule has also been updated to include a more comprehensive list of exceptions.

Local Municipal Impact

There is no direct impact to local municipalities; however, opportunities to participate in cooperative purchasing will be identified.

Financial, Staffing, Legal, or IT Considerations

There is no direct financial impact from this report. Regular review and updates to procurement practices ensures the most efficient and cost-effective measures continue to be in place.

Recommendation

THAT the report of the Treasurer dated May 28th, 2012 regarding Revisions to Purchasing Policy be received;

AND THAT the draft Procurement Policy, attached here as Schedule A, be approved;

AND THAT the necessary bylaw be presented to Council.

Respectfully submitted,

Prepared by,

Alan Selby, CGA
Treasurer

Aimee Raves, CMA
Deputy Treasurer

Attachement: Draft Procurement Policy



POLICY & PROCEDURE MANUAL

SECTION	COUNCIL RELATED POLICIES	POLICY NUMBER	3-8-1
SUB-SECTION	PROCUREMENT AND DISPOSAL OF GOODS	EFFECTIVE DATE	June 14, 2012
SUBJECT	Procurement of Goods and Services and the Disposal of Surplus Goods		
AUTHORITY	General Government Services – May 28, 2012 County Council – June 14, 2012		

PURPOSE:

To establish by by-law, the procedures of the Procurement of Goods and Services and the Disposal of Surplus Goods.

STATEMENT:

By-law 2012-xx shall govern all procedures of the Procurement of Goods and Services and the Disposal of Surplus Goods. This By-Law repeals By-law 2007-28.

PROCEDURE:

The procedures to be followed are contained in By-law 2012-xx. Copy attached.

CORPORATION OF THE COUNTY OF DUFFERIN

By-law Number 2012-xx

A BY-LAW TO ESTABLISH POLICIES FOR THE PROCUREMENT OF GOODS AND SERVICES AND THE DISPOSAL OF SURPLUS GOODS AND TO REPEAL BY-LAW 2007-28.

WHEREAS, the Municipal Act 2001, Section 271 (1) requires a municipality to adopt policies with respect to the procurement of goods and services;

AND WHEREAS the Council of the Corporation of the County of Dufferin recognizing its responsibility for the effective utilization of all of its resources is desirous for codifying sound policies for the purpose of procuring goods and services in a manner congruent with its mandate to provide effective responsible government and efficient delivery of services to the residents of the County of Dufferin;

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

PART 1 - INTERPRETATION

In this By-law,

Definitions:

“Bid Deposit” means currencies, certified cheques, bond surety issued by a surety company or other form of negotiable instrument;

“Chief Administrative Officer” means the Chief Administrative Officer for the County of Dufferin or his/her designate;

“Clerk” means the Clerk of the Corporation of the County of Dufferin;

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

“Council” means the Council of the Corporation of the County of Dufferin;

“County” means the Corporation of the County of Dufferin

“Goods and Services” include supplies, equipment, furniture, fixtures, insurance, construction, maintenance and services contracts, and professional and consulting services required by the County;

“Treasurer” means the Treasurer of the Corporation of the County of Dufferin or his or her designate;

“Department Head” means a Department Head of the Corporation of the County of Dufferin or his/her designate;

“Informal Bid” means a bid containing an omission or variation, which does not adhere to the Instructions to Bidders and what may be cause to disqualify the bid;

“Labour and Materials Payment Bond” means a bond issued by a surety company to ensure that the contractor has paid his or her suppliers and thereby protects the Corporation against items which might be granted to suppliers should the contractor not make proper payments;

“Performance Bond” means a bond issued by a surety company executed in connection with a contract and which secures the performance and fulfillment of the undertakings, covenants, terms, conditions and

agreements contained in the contracts;

“Property” means supplies, equipment, furniture and fixtures, but shall not include real property;

“Proposal” means a sealed bid which contains an offer to perform a specified function or service or supply goods at a particular price where specifications may be difficult to define or are restrictive in nature;

“Purchase Order” means the numbered purchasing document used to formalize a purchasing transaction with a vendor;

“Quotation” means a sealed bid received as a result of a written or verbal request by the County for the supply of goods and services;

“Self-managed project” means a project that consists of new construction or capital renovations that are managed by County of Dufferin staff and are not put out to tender for a general contractor. Projects are designated as self-managed at the time the project is approved.

2. APPLICATION

- 2.1. The procurement policies set out in this by-law shall govern all purchases of goods and services and the disposal of surplus goods.

3. MISSION

- 3.1. The Corporation of the County of Dufferin will maintain an open and competitive process with respect to the procurement of goods and services and actively investigate new sources and methods of procurement for products and services to provide the most effective and efficient services.

4. GOALS AND OBJECTIVES FOR DEPARTMENTS

- 4.1. To direct their activities toward the corporate mission, the goals and objectives of all departments in the purchasing of goods and services are as follows:
 - a. Establish clear objective specifications for all purchases.
 - b. Identify potential sources for purchases.
 - c. Recommend non-competitive procurement in accordance with the policies.
 - d. Select successful bidders and suppliers in accordance with this policy.
 - e. Make recommendations to the Council with respect to the award of tenders and requests for proposals as required by the policies and procedures.
 - f. Designate persons authorized to approve expenditures and their expenditure limits within their departments.
 - g. Review purchases upon delivery to ensure compliance with specifications.
 - h. Comply with the approved purchasing policies and procedures of the corporation.

5. PROCUREMENT PRINCIPLES

- 5.1. The Procurement principles of the County of Dufferin shall be as follows:
 - a. To procure by purchase, rental or lease the required quality and quantity of goods and services,

including professional and consulting services in an efficient and cost effective manner;

- b. To encourage open competitive bidding on all acquisition and disposal of goods and services where practicable;
- c. To consider all costs, including acquisition, operating and disposal costs, in evaluating bid submissions from qualified, responsive and responsible vendors, rather than basing a decision solely on the lowest bid price;
- d. To give full consideration to the annual aggregate value or to consider the total project cost of specific goods and services that will be required by each Department and by the County as a whole prior to determining the appropriate acquisition method;
- e. To monitor and report on the economic climate and legislative changes which may have an impact on the County of Dufferin and to determine the appropriate actions to be taken through procurement policies and procedures;
- f. To give consideration to local suppliers where practical and all other things being equal;
- g. To procure necessary goods and services with due regard to the preservation of the natural environment, to encourage vendors to supply goods made by a method resulting in the least damage to the environment and to encourage vendors to supply goods incorporating recycled materials where practicable; and
- h. To ensure compliance with all Health and Safety regulations.

6. GOALS BY TYPE OF PROCUREMENT

6.1. The County of Dufferin shall use the following types of procurement:

- a. Competitive Pricing for informal, low value procurement - To obtain competitive pricing in an expeditious and cost effective manner through phone, fax, email, other similar communication method, vendor advertisements or vendor catalogues.
- b. Verbal Quote - To obtain competitive pricing in an expeditious and cost effective manner through phone, fax, email, or other similar communication method. Bid solicitation is done primarily on an invitational basis from a predetermined bidders list or from advertisements or vendor catalogues.
- c. Written Quotes - To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids, based on precisely defined requirements for which a clear or single solution exists. Bid solicitation is done primarily on an invitational basis from a predetermined bidders list but may be supplemented with public advertising of the procurement opportunity.
- d. Tenders - To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids, based on precisely defined requirements for which a clear or single solution exists. All such procurement opportunities shall be advertised using at least one of the following methods: electronic tendering network (i.e. Bid Navigator), or local newspaper advertisements.
- e. Request for Proposal - To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution. To select the proposal that earns the highest score and meets the requirements specified in the competition, based on qualitative, technical and pricing considerations. All such procurement opportunities shall be advertised using at least one of the following methods: electronic tendering network (i.e. Bid

Navigator), or local newspaper advertisements.

- f. Non-competitive Procurement - To allow procurement in an efficient and timely manner without seeking competitive pricing in exceptional circumstances providing that they are not in contravention of any applicable trade agreements.

7. MAINTAINING INTEGRITY AND PROTECTING INTERESTS

- 7.1. The procurement procedures detailed in sections 8 through 24 of this by-law are meant to maintain the integrity of the procurement process and to protect the interests of the municipality, the public, and persons participating in the procurement process.

8. PROCUREMENT PROCEDURES

- 8.1. Limitations

To ensure effective internal control and to promote efficient procurement of goods and services the following purchase limits shall be adhered to:

PURCHASE LIMITS	PROCESS
Up to \$3,000	Obtain competitive pricing
\$3,001 to \$8,000	3 Verbal or Written Quotes
\$8,001 to \$50,000	3 Written Quotes
Over \$50,000	Tender or Request for Proposal

- 8.1.1 Exceptions to Purchase Limits – Self-managed Projects

The only exception to the purchase limits outlined above shall be for self-managed projects. Self-managed projects shall require 3 written quotes for amounts under the established tender limit for the project. The limit at which tenders shall be required shall be established by Council on a project-by-project basis.

- 8.2. Authorization to Purchase

The Department Signing List controls signature authorization for all major financial transactions. Only persons officially designated on the Departmental Signing List shall have the authority to issue requisitions in conjunction within their spending limits. The Chief Administrative Officer or a Department Head designates the person(s) within the department who are authorized to approve financial transactions on accounts attributed to the department. Requisitions may be initiated at any level but only List signers can authorize approval.

- 8.3. Petty Cash

Petty Cash is established to meet miscellaneous departmental expenses. The Treasurer approves the creation of petty cash funds and establishes reporting procedures for petty cash funds. Refer to Policy Number 3-3-11 for more detail on Petty Cash Funds.

8.3.1. Petty Cash Limits

The maximum dollar amount for any single disbursement from the Purchasing Petty Cash Fund is \$50.

8.3.2. Petty Cash Disbursements

Disbursements from Petty Cash Funds must be properly documented and be for valid County business purposes. Receipts should include a description of the business purposes of the transaction, goods or services purchased and the date.

8.4. Purchase Orders

Purchase orders shall be used to place orders with vendors for all materials, parts, supplies, equipment, repairs or services with the exception of those items listed in Schedule A. The establishment of a Purchase Order is required for all purchases not covered by a County Credit Card or Purchasing Card.

9. **TENDERS**

9.1. General

Each Department shall comply with the process outlined below for purchases exceeding \$50,000 and where precise specifications can be prepared.

9.2. Centralized Purchases

To obtain the best value for the County as a whole, departments are encouraged to centralize purchases for operating contracts, including but not limited to elevator maintenance, waste removal, etc.

9.3. Tender Process:

- a. The requisitioning Department shall prepare specifications and criteria;
- b. The Treasury Department shall be responsible for completing the tender package, advertising the tender including posting it on an electronic tendering network when appropriate.
- c. The Treasury Department shall receive the bids until the deadline in the advertisement, bids shall be marked with the time and date upon receipt;
- d. The bids shall be opened in public with at least two County Officials and one member of council in attendance;
- e. The Department Head shall evaluate all the bids submitted;
- f. The Department Head in consultation with Chief Administrative Officer shall be authorized to award a contract, provided that:
 - i. The total cost of the contract does not exceed the amount approved in the annual budget up to and including a variance of 5% not exceeding a dollar value of \$5,000,
 - ii. The award is made to the lowest bidder meeting the County's specifications and criteria,
 - iii. No challenges to the tender process have been made by any interested party, and
 - iv. A report is submitted to Committee and Council at the next scheduled meeting to advise of the award of any contract pursuant to this authority.

- g. If the Department Head is not authorized to award the tender in accordance with paragraph (e) above then he or she shall prepare a report, to be submitted to Committee and Council, summarizing the bids and making recommendations.

9.4. Bid Irregularities

Schedule C Bid Irregularities to this by-law establishes the action that shall be taken if a bid irregularity exists.

9.5. Financing Reports on Tenders

With respect to all reports initiated for Tenders, the Treasury Department will provide the information on the sources of financing, allocation of revenue (and other financial commentary as considered appropriate) in the same report.

9.6. Advertising

The Treasury Department shall advertise a request for tender in one or more of the following publications:

- Publications of local circulation
- Daily Commercial News
- Appropriate Trade Journals
- Internet

9.7. Inter-Provincial Trade Agreement, 1997

To be in compliance with the Inter-Provincial Trade Agreement 1997, all Construction Tenders estimated at over \$100,000.00 must be advertised for a minimum of 15 days on an approved electronic internet. The County shall use an electronic tendering network (Biddingo) due to its reach.

9.7.1. Complaints Regarding the Process

Any written complaints arising from procurement that is subject to Inter-provincial trade agreement shall be reviewed by the County of Dufferin legal counsel within five days of receipt and a written response addressing the validity of the claim will be forwarded within 10 days.

10. REQUESTS FOR PROPOSAL

10.1. General

Each Department Head shall comply with the process outlined below for purchases exceeding \$50,000 and where goods and/or services are required and it is not practical to prepare precise specifications which permit bids or readily comparable products, or when 'alternatives' to detailed specifications will be considered, a Request for Proposal may be issued as an alternative to Request for Tender or Quotation. See Section 13 for specifics related to consultants.

10.2. RFP Process:

- a. The requisitioning Department shall prepare the specifications and evaluation criteria.
- b. The Treasury Department shall be responsible for completing the tender package, advertising the tender including posting it on an electronic tendering network when appropriate.
- c. The Request for Proposals will be acquired through a selection process based on a detailed description of the project through the terms of reference. Awards of Requests for Proposal will be based on a list evaluation criteria prepared by the Department Head in advance;

- d. The Treasury Department shall receive the bids until the deadline in the advertisement; bids shall be marked with date and time received;
- e. Bids received after the deadline will not be opened and will be returned to the bidder unopened or if the bidder cannot be identified on the outside of the envelope, the unopened Request for Proposal shall be retained on file for 90 days and then destroyed;
- f. The proposals shall be opened in public with at least two County Officials and one member of council in attendance and the names of the proponents shall be disclosed and a written record of all proposals shall be prepared.
- g. An evaluation team (minimum of two members) shall be established, responsible for reviewing and rating the compliant bids based on the evaluation criteria set out in the Request for Proposal.
- h. The Department Head shall prepare a report, to be submitted to Committee and Council, summarizing the proposals and making recommendations.

10.3. Two-Envelope process

When it is necessary to evaluate the technical and qualitative information of a given proposal without being influenced by prior knowledge of the corresponding pricing information the following two-envelope process shall be used:

- a. Each bid will be submitted in two envelopes with technical and qualitative information shown in the first envelope and the bid price in the second.
- b. The contents of envelope one (technical and qualitative information) are evaluated and scored according to the criteria set out in the RFP.
- c. The second envelope is opened only if the first envelope shows the bidder is qualified. All unopened second envelopes are returned to the disqualified bidders.

10.4. Proposal Irregularities

Schedule D Proposal Irregularities to this by-law establishes the action that shall be taken if a proposal irregularity exists.

10.5. Sections 9.5. through 9.7.1. for tenders shall also apply to RFPs.

11. SOLE-SOURCE PROCUREMENT

11.1. General

The procurement of materials, parts, supplies, equipment or services without competition, is done under exceptional and limited circumstances.

11.2. Conditions Required for Sole-Source Procurement

The following conditions may result in the necessity to engage in sole-source procurement:

- a. When the expertise of an individual organization or individual is deemed to be specifically required by the municipality.
- b. When competition is precluded because of the existence of patent rights, copyrights, secret processes, control of raw material or other such conditions.
- c. When the procurement is for electric power or energy, gas, water or other utility services where it

would not be practical to allow a contractor other than the utility company itself to work upon the system.

- d. When the procurement is for technical services in connection with the assembly, installation or servicing of equipment of a highly technical or specialized nature.
- e. When the procurement is for parts or components to be used as replacements in support of equipment specifically designed by the manufacturer and/or compatibility with existing products is required to avoid violating the warranty.
- f. When the contractor is already at work on the site (based on an existing Purchase Order) and it would not be practical to engage another contractor.
- g. When the carrying out of work by a contractor other than the contractor who did the original work would nullify the warranty or guarantee held.
- h. When the purchase of goods is already covered by a lease-purchase agreement where payments are partially or totally credited to the purchase.
- i. When the use of a central service is mandatory.
- j. When no bids were received in a competitive process.
- k. When the required item is in short supply due to market conditions.
- l. When an urgent procurement is necessary for fulfilling a statutory order issued by a federal or provincial authority, such as an environmental, public health, or workplace safety compliance order.
- m. When goods are purchased under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- n. When the procurement is for subscriptions to newspapers, magazines, or other periodicals.
- o. When the procurement is for real property.
- p. When goods or consulting services regarding matters of a confidential nature are to be purchased and the disclosure of those matters through an open competitive process would compromise the confidentiality.

11.3. Process for Sole-Source Procurement

The following process shall be followed prior to utilizing sole-source procurement:

- a. Items procured under this section require detailed documentation from the requisitioning department to justify their purchase and to ensure that the cost charged by the vendor is reasonable.

PURCHASE LIMITS	APPROVAL
Up to \$3,000	Department Head
\$3,001 to \$8,000	Department Head and Treasurer
\$8,001 to \$50,000	CAO and Treasurer
Over \$50,000	Committee/Council

- b. A Justification Report must accompany the requisition in accordance with the following approval limits:

12. LEASES/LEASE PURCHASE AND RENTAL AGREEMENTS

12.1. General

The policies governing the purchase of goods and services shall also apply to lease and rental agreements.

12.2. Lease and Rental Agreement Process

Following the completion of the Tender or Request for Proposal process the following steps shall be taken prior to finalizing lease and or rental agreements:

- a. Prior to accepting Lease Agreements as submitted by the requisitioning department, the Treasury Department will analyze each one. An analysis will be made to determine the economic soundness of whether the goods should be leased or purchased in cooperation with the originating department. Some of the factors to be analyzed are:
 - i. Who retains title to the equipment at the end of the lease,
 - ii. Estimated value of the equipment at the end of the lease,
 - iii. Estimated life of the equipment at the end of the lease, and
 - iv. Estimated buy-out value at the end of the lease.
- b. The Legal Counsel for the County may be requested to review the terms and conditions of the lease document.
- c. Regardless of the time period involved in these agreements, a formal County Purchase Order shall be issued. The originating department shall fully describe the equipment to be leased and indicate the proposed term (number of years).

12.3. Authorizing Signatures

Lease Purchases or Rental Agreements for the procurement of goods and services must be signed on behalf of County by the appropriate Department Head or Clerk, and in the case of tenders or contracts approved by Council, they must also be signed by the Warden and the Clerk.

13. PROFESSIONAL AND CONSULTING SERVICES

13.1. General

The selection and retention of consultants for projects shall be undertaken in accordance with the procedures in this section and shall be subject to all other procedures in this policy document including competitive pricing processes.

13.2. Objective

The objective of these guidelines is to ensure that the process used in the selection of consultants represents the following principles and values:

- a. A consistent and uniform process for selecting consultants should apply throughout the County; there should be fair and equitable access by all qualified consultants to respective assignments;
- b. The selection process should be open and clearly documented;
- c. Consulting assignments should be awarded primarily on the basis of competence and expertise. Price should be included in the evaluation process as a measure of cost/benefit but should be only one of a number of criteria used in assessing the proposals; and,
- d. The consultant selection process needs to be cost-effective with respect to staff costs to administer it and consultants' costs to prepare and submit proposals.

13.3. Approval Limits and Reporting

A Department Head may approve award of a contract for a consultant for a contract that is a budgeted expenditure and does not exceed \$15,000 per annum. The Chief Administrative Officer may approve the award of a contract to a consultant for a contract that is a budgeted expenditure and does not exceed \$50,000 per annum. All such contracts shall be detailed in a report to Committee and Council at the next meeting. All other contracts shall require the approval of Committee and Council.

13.4. Consultant Selection Process

13.4.1. One Time Project and/or Assignment - Consultants for a Capital Project or Specific Study

The following process shall govern the retention of consultants for a one time project or assignment:

- a. Departments in conjunction with the Treasury Department shall develop requirements in Tender or Request for Proposal format as appropriate. Departments may structure the process to require the submission of technical criteria and fees in separate envelopes.
- b. The opportunity is advertised publicly through newspaper advertisements, the electronic tender network or other accepted means.
- c. A bidders meeting may be necessary to confirm requirements and the scope of the project.
- d. The proposals shall be opened in public with at least two County Officials and one member of council in attendance and the names of the proponents shall be disclosed and a written record of all proposals shall be prepared.
- e. An evaluation committee shall evaluate quality and technical criteria. Fees, if requested separately, shall be evaluated only after qualified firms have been identified.
- f. An evaluation committee shall complete an overall assessment of both technical criteria and fees

weighing each appropriately.

- g. The contract shall be awarded by the Department Head or Chief Administrative Officer in accordance with paragraph 13.3 above, to the consultant(s) with the best combined technical criteria and lowest price.
- h. If the Department Head or Chief Administrative Officer is not authorized to award the contract in accordance with paragraph 13.3 above then he or she shall prepare a report, to be submitted to Committee and Council, summarizing the proposals and making recommendations.

13.4.2. Repetitive Projects and or Assignments - Consultants for Continuous Service

The following process shall govern the retention of consultants to provide services to the County on an ongoing basis, or on a long term multiple basis, for periods not to exceed five years:

- a. Department Heads shall develop requirements and analyze the long-term benefit of engaging a consultant or professional on a long-term basis.
- b. Expressions of Interest shall be requested through advertisements and/or correspondence to firms who have had prior related experience with the County of Dufferin.
- c. Expressions of interest are evaluated based on broad criteria established by the user department. The broad criteria may vary from project to project but should encompass an assessment of the following factors related to the firm being evaluated:
 - i. experience and performance on similar projects,
 - ii. local knowledge,
 - iii. professional reputation and integrity,
 - iv. stability and reputation of firm,
 - v. multi-disciplinary/specialty capabilities, and
 - vi. quality assurance system.
- d. A short-list of three to six shall be generated from the companies receiving the top scores from the broad criteria evaluation process. If it is determined that going directly to a Request for Proposal would prove more effective and efficient Departments may issue the document in accordance with the RFP Section of this policy.
- e. Requests for detailed proposals shall be made to the short-listed companies. Meetings will be held, if required, to confirm the scope of the project.
- f. Proposals are submitted in the tender or RFP envelope or envelopes provided.
- g. The proposals shall be opened in public with at least two County Officials and one member of council in attendance and the names of the proponents shall be disclosed and a written record of all proposals shall be prepared.
- h. An evaluation committee shall evaluate quality and technical criteria. Fees if requested separately shall be evaluated only after qualified firms have been identified.
- i. An evaluation committee shall complete an overall assessment of both technical criteria and fees weighing each appropriately.
- j. The contract shall be awarded by the Department Head or Chief Administrative Officer in accordance with paragraph 13.3 above, to the consultant(s) with the best combined technical criteria and lowest price.

- k. If the Department Head or Chief Administrative Officer is not authorized to award the contract in accordance with paragraph 13.3 above then he or she shall prepare a report, to be submitted to Committee and Council, summarizing the proposals and making recommendations.

13.5. Time Limits for Repetitive Projects and/or Assignments

When a Department Head proposes to retain the services of a consultant for a period longer than five years, the report submitted to Council recommending the appointment of the consultant must also request an exemption from the terms of this policy and outline the reasons for the exemption.

14. IN-HOUSE BIDS

- 14.1. In-house bidding is a process that allows internal staff to compete with external entities for procurement opportunities. Prior to commencing the bidding process for procurement of a major service contract to an in-house bid the County of Dufferin shall conduct a complete review of the service in question, which shall include the level of service desired and performance measures for the service.

15. COOPERATIVE PURCHASING

- 15.1. The County may participate and enter into arrangements with any government body, ministry, local boards and other public entities or authorities on a co-operative or joint basis where there are economic advantages in so doing; providing that under such arrangements:
 - a. The purchasing procedures and policies of the government agency or public authority initiating the procurement process will be followed;
 - b. Each organization will issue its own purchase order or contract for their respective goods and/or services.

16. PURCHASE BY NEGOTIATION

- 16.1. Negotiation may be used for the procurement of goods, service(s) or construction or for the sale of personal property for any contract when any of the following criteria apply:
 - a. The goods, service(s) or construction are deemed necessary by the CAO and/or Department Head as a result of an emergency purchase which would not reasonably permit the use of any other prescribed procurement process;
 - b. After the Request for Proposal (RFP) process has closed, it may be necessary for discussion to clarify;
 - c. Due to abnormal market conditions, the goods, service(s) or construction required are in short supply;
 - d. Where competition is precluded or severely restricted due to the existence of any patent right, copyright, technical secret or control of raw material;
 - e. Where there is a single or sole source of the goods, service(s) or construction which would be acceptable and cost effective;
 - f. Where only one proposal/bid is received and it exceeds the amount budgeted for the procurement, negotiations may be conducted; provided the Bidder is responsive and responsible;
 - g. With the highest Bidder in response to Sale of Personal property;
 - h. With the highest evaluated responsive and responsible Proponent to a Request for Proposal. If a negotiated settlement cannot be reached, the County may proceed to negotiate with the next highest evaluated responsive and responsible Proponent;
 - i. Where the extension or reinstatement of an existing contract with Council approval would be more cost effective or beneficial to the County;
 - j. Where, for security or confidentiality reasons, it is in the best interest of the County; or
 - k. Where authorized by Council to do so.

When negotiations are deemed necessary they shall be carried out jointly in co-operation with the department subject to the conditions of this policy. The method of negotiation shall be those accepted as standard negotiating procedures that employ fair and ethical practices.

17. PURCHASING IN EMERGENCIES

17.1. Emergency Conditions

An Emergency includes:

- a. An imminent or actual danger to the life, health or safety of an official or an employee while acting on the County's behalf,
- b. An imminent or actual danger of injury to or destruction of real or personal property belonging to the County,
- c. An unexpected interruption of an essential public service,
- d. An emergency as defined by the Emergency Plans Act, R.S.O. 1990, c. E.9 and the emergency plan formulated thereunder by the County; and
- e. A spill of a pollutant as contemplated by Part X of the Environmental Protection Act.

17.2. Process for Emergency Purchases

Where, in the opinion of the Chief Administrative Officer or a Department Head, an emergency occurs:

- a. The Treasurer on receipt of a requisition authorized by a Department Head and the Chief Administrative Office may initiate a purchase order in excess of the pre-authorized expenditure limit; and
- b. Any purchase order issued under such conditions together with a source of funding provided by the Treasurer shall be justified and reported to the next meeting of County Council following the date of the requisition.

18. GENERAL

18.1. Split Requisitions

The submission of split requisitions in an attempt to circumvent this policy is not allowed.

18.2. Bid Sureties

Security is not required on the majority of purchases made by the County. If security is required, the specific conditions contained in the bid invitation will indicate the kind and amount. When a bid deposit is required, a bid will not be accepted without it. The principal types of security that may be required are as follows:

- a. Bid Deposit

A bid bond signed by a surety company licensed to do business in the Province of Ontario, Certified Cheque, and Money Order, drawn on a responsible bank doing business in Canada. Personal or company cheques are not acceptable. The deposit must be made payable to the County, in the amount specified in the bid package and enclosed with the bid.

Following the award or cancellation of a Bid, all bid deposits, with the exception of the deposits supplied by lowest and the second lowest Bidders in the case of a Tender award, shall be returned to the unsuccessful Bidders. Retained Bid deposits shall be held until the Contract is executed by the County.

If a successful Bidder fails to enter into a Contract, the Bid deposit shall be forfeited to and become the property of the County. If a Bid bond is deposited, it may be called by the Treasurer and the amount of money thereby obtained shall be forfeited to and made the property of the County.

b. Performance Surety

A Performance Bond and a Labour and Materials Payment Bond in the amount specified in the bid invitation is required only from the successful bidder. Performance bonds are retained by the County until all items, equipment and/or services specified in the contract or purchase order have been completed to the satisfaction of the County. The Performance Bond will be forfeited to the County should the successful bidder fail to comply with the terms and conditions as set forth in the specifications and award.

c. Letter of Credit

A Letter of Credit in the amount of the value of the contract may be required from the successful bidder depending upon the requirements of the contract. The County will stipulate the form of the letter of credit.

18.3. Insurance

Whenever a purchase order or contract requires the vendor to perform an installation, repair, or service on County property, it will be necessary for the vendor to provide an insurance certificate evidencing insurance coverage as may be required and naming the County as an additional insured. Prior to commencement of any work or services being performed the appropriate insurance coverage must be submitted to the County.

18.4. Confidentiality of Bids/Quotations/Proposals

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential. All information received by the municipality is subject to the Municipal Freedom of Information and Protection of Privacy Act.

18.5. Errors in Bids/Quotations/Proposals

Vendors are responsible for the accuracy of their quoted prices, in the event of an error between a unit price and its extension, the unit price will govern. Quotations may be amended or withdrawn by the bidder up 'to closing date and time" in writing by the signing officer of that company.

18.6. Bidders List of Sub-Contractors

All bidders may be requested to supply a list of all sub-contractors to be employed on a project. Any changes to the list of sub-contractors, or additions thereto, must be approved by the Department Head responsible for the project.

19. DISPOSAL OF OBSOLETE, DAMAGED OR SURPLUS PROPERTY

19.1. General

It shall be the responsibility of Departments and the Chief Administrative Officer to identify and dispose of obsolete, damaged or surplus property in a timely manner.

19.2. Process for Disposal

The following process shall be used to dispose of obsolete, damaged, or surplus property:

- a. All obsolete, damaged or surplus property shall first be offered to other departments within the County.
- b. Where obsolete, damaged or surplus property is offered to but not required by any County department, it shall be disposed of by means of public auction or advertised for public tender and sold to the highest bidder.
- c. Where property has been declared obsolete, damaged or surplus by the Department Head and offered to other departments within the County, and is determined by the Department Head to have little or no value, the Department Head may dispose of such property in the most appropriate manner.

19.3. Disposal of Non-County Property

The disposal of property supplied by other authorities who retain title to such property shall be subject to policies governing such authority.

20. CONFLICTS OF INTEREST

- 20.1. Acquisitions from a business in which a County employee or Member of Council, or family member have an interest, is prohibited unless full disclosure of the background facts are presented in writing to the appropriate Department Head and the Chief Administrative Officer.

21. PERSONAL PURCHASES BY OFFICIALS OR EMPLOYEES

- 21.1. No personal purchases made by an employee or official shall be included on any invoice to the County of Dufferin regardless of whether the employee reimburses the municipality for the cost.

22. PAYMENT OF ACCOUNTS

22.1. Treasurer Authorization

Except as otherwise provided, the Treasurer is authorized to pay:

- a. All accounts for the purchase of goods and services, where the purchase of such goods and services has been made in accordance with this by-law, or otherwise approved by Council;
- b. All accounts authorized by payment certificate, for works done under a contract approved by Council, where said payments have been certified in writing by the Department Head;
- c. All items in Schedule A, subject to such expenditures being approved in the annual budget and by the respective Department Head;
- d. All requisitions for monies which the County is by statute required to pay to its local boards or other bodies on account of their approved annual estimates, including advances before such budgets are approved.

23. REPORTING REQUIREMENTS

23.1. The Treasurer shall:

Upon approval by Council of the annual budget, provide, at a minimum, quarterly-reports summarizing and

comparing the year to date approved budget to actual year to date expenditures for each operating department. Monthly reports will be provided whenever possible.

24. PERIODIC REVIEW

24.1. A detailed evaluation of the policy shall be held at least every three years and informal reviews shall be conducted as required in response to concerns from staff, council, and/or suppliers.

25. By-law 2007-28 is hereby repealed.

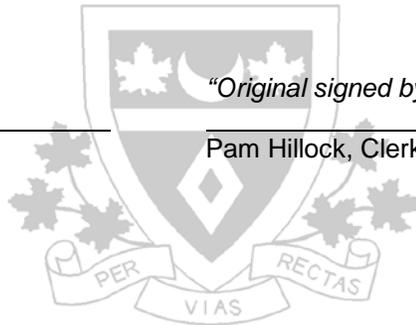
READ a first, second and third time
and finally passed this 14th day of June, 2012.

"Original signed by"

Walter Kolodziechuk, Warden

"Original signed by"

Pam Hillock, Clerk



SCHEDULE 'A' TO BY-LAW 2012-xx

1. TRAINING AND EDUCATION

Conferences	Memberships
Courses	Seminars
Conventions	Staff Development
Magazines/Subscriptions	Staff Workshops
Periodicals	

2. REFUNDABLE EMPLOYEE EXPENSES

Advances	Miscellaneous – No-travel
Meal Allowances	Travel Expenses – i.e. Mileage

3. EMPLOYER'S GENERAL EXPENSES

Payroll Deduction Remittances	Municipal Grants
Medical	Damage Claims
Licenses (vehicles)	Petty Cash Replenishment
Debenture Payments	Tax Remittances
Insurance	Payments for Employment
Postage	

4. PROFESSIONAL AND SPECIAL SERVICES

Committee Fees
Banking Services where covered by agreements
External Audit Fees where covered by agreements
Legal Fees where covered by agreements
Payments to Social Service and Health Agencies that are subject to Purchase of Service Agreements, such as child care providers, rent supplement landlords, housing providers.
Medical and Laboratory Services
Medical and Dental fees
Funeral and Burial expenses
Appraiser Fees
Witness Fees
Honorariums
Work payments to Long Term Care Residents
Advertising
Vouchers for all expenses related to Social Service Recipients

5. UTILITIES

Water and Sewer
Fuel (Natural Gas, Furnace Oil)
Hydro
Communication Infrastructure Services such as Bell, Cogeco, Rogers, etc.
Utility relocations
Construction work completed by Railways on property of the County and billed to the County

6. OTHER

Entertainers for theatre or special events
Cost sharing agreements approved by Council

SCHEDULE 'B' TO BY-LAW 2012-xx

For the purpose of this by-law, the following actions shall be taken regarding Bid Irregularities

ITEM #	DESCRIPTION	ACTION
1.	Late Bid	Automatic rejection
2.	Bid submitted in other than original Bid Form format.	Automatic rejection
3.	Bid completed in other than ink or a typed format; Bid not legible	Automatic rejection
4.	Bid Form not signed.	Automatic rejection
5.	Incomplete Bid.	Automatic rejection, unless: (i) It is stated in the Bid Documents that partial Bids are acceptable, and the Bid is complete in respect of the portion of the scope of work or deliverable(s) bid upon; or (ii) In the opinion of the Department Head, the omission is of a minor nature and is upon request by the Owner, remedied by the Bidder, within three (3) Working Days or the Bid shall be rejected. Incomplete pricing that makes up the Sub Total Bid Amount shall not be considered minor in nature and the Bid shall be rejected. Failure to submit a Schedule of the List of Subcontractors (when required) shall not be considered minor in nature and the Bid shall be rejected
6.	All Addendum(s) not acknowledged or enclosed in the Bidder's Bid (if issued).	Automatic rejection, unless the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the Bid is received in accordance with revised date and/or time.
7.	Bid submitted by a Bidder who is in unresolved litigation with the Owner.	Automatic rejection
8.	Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to or provided with the Bid Form.	Automatic rejection, unless in the opinion of the Department Head, such variation is considered to be immaterial to the County.
9.	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form, not initialled by an authorized person.	Automatic rejection, unless in the opinion of the Department Head, the failure to initial is minor in nature and is capable of being remedied. Upon request of the County, the Bidder shall be given three (3) Working Days to initial, or the Bid shall be rejected, or, alternatively, the failure to initial is otherwise immaterial to the County. <i>Un-initialled alterations to pricing information shall be dealt with in accordance with paragraphs 10 to 12 below.</i>

ITEM #	DESCRIPTION	ACTION
10.	Mathematical errors which are not consistent with the Unit Price; Mathematical errors such as tax calculation errors.	Upon request of the County, Bidders shall accept and initial corrections made by the County within three (3) Working Days or the Bid shall be rejected.
11.	Unit Price in the Schedule of Prices which has been changed but not initialled and the Unit Price extension is consistent with the Unit Price as amended.	Upon request of the County, Bidders shall initial within three (3) Working Days or the Bid shall be rejected.
12.	Unit Price in the Schedule of Prices which has been changed but not initialled and the Unit Price extension is not consistent with the Unit Price as amended.	Automatic rejection.
13.	Bid Deposit (if requested) not submitted with the Bidder's Bid.	Automatic rejection.
14.	Bid Deposit (if required) – insufficient funds.	Upon request of the County, the Bidder shall be given three (3) Working Days to provide the correct amount to the Owner or the Bid shall be rejected.
15.	Undertaking to provide a Bond or Letter of Credit Form (if requested) not submitted with the Bid.	Automatic rejection, unless a fax copy of the Undertaking to provide a Bond or Letter of Credit Form is submitted with the Bid. Upon request by the County, three (3) Working Days shall be given to the Bidder to submit the original Undertaking to provide a Bond or Letter of Credit Form to the County or the Bid shall be rejected.
16.	Undertaking to provide a Bond or Letter of Credit Form (if requested) submitted on a form or in a format not acceptable to the County.	Upon request of the County, three (3) Working Days shall be given to the Bidder to submit an acceptable Undertaking to provide a Bond or Letter of Credit Form to the Owner or the Bid shall be rejected.
17.	Bidder did not attend the mandatory site meeting.	Automatic rejection.
18.	Other Bid Irregularities.	Referred to the Department Head for review, consideration, and determination.

Where at the request of the County, a Bidder has been given three (3) Working Days to correct an irregularity, should the Bidder fail to make the correction within that time period, then the Bidder shall be deemed to be in default and the Bid shall be rejected and the Bidder's Bid Deposit (where applicable) shall be forfeited, retained and applied for use by the County.

SCHEDULE 'C' TO BY-LAW 2012-xx

For the purpose of this by-law, the following actions shall be taken regarding Proposal Irregularities.

ITEM #	DESCRIPTION	ACTION
1.	Late Proposal.	Automatic rejection.
2.	Proposal completed in other than ink or a typed format. Proposal not legible.	Automatic rejection.
3.	Proposal not signed.	Automatic rejection.
4.	All Addendum(s) not acknowledged or enclosed in the Proponent's Proposal (if issued).	Upon request of the County, the County shall be given three (3) Working Days to acknowledge acceptance of the Addendum(s), otherwise the Proposal shall be rejected, provided such acknowledgement does not alter the Proponent's Proposal in any manner, apart from the acknowledgement of the Addendum/Addenda.
5.	Proposal received by a Proponent who is in unresolved litigation with the County.	Automatic rejection.
6.	Proposal deposit (if requested) not submitted with the Proponent's Proposal.	Automatic rejection.
7.	Proposal deposit (if requested) – insufficient funds.	Upon request of the County, the Proponent shall be given three (3) Working Days to provide the correct amount to the Owner or the Proposal shall be rejected.
8.	Undertaking to provide a Bond or letter of Credit Form (if requested) not submitted with the Proposal.	Automatic rejection, unless a fax copy of the Undertaking to provide a Bond or Letter of Credit Form is submitted with the Proposal. Upon request of the County, three (3) Working Days shall be given to the Proponent to submit the original Undertaking to provide a Bond or Letter of Credit Form to the County or the Proposal shall be rejected.
9.	Undertaking to provide a Bond or Letter of Credit Form (if requested) submitted on a form or in a format not acceptable to the County.	Upon request of the County, three (3) Working Days shall be given to the Proponent to submit an acceptable Undertaking to provide a Bond or Letter of Credit Form to the Owner or the Proposal shall be rejected.
10.	Proponent did not attend the mandatory site meeting.	Automatic rejection.
11.	Other Proposal Irregularities, including deviations in terms.	Referred to the Evaluation Committee for review, consideration, and determination.

Where at the request of the County, a Proponent has been given three (3) Working Days to correct an irregularity, should the Proponent fail to make the correction within that time period, then the Proponent shall be deemed to be in default and the Proposal shall be rejected and the Proponent's Proposal Deposit (where applicable) shall be forfeited, retained and applied for use by the County.

THE CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TR-12-16 TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of General Government Services Committee
From: Alan Selby, Treasurer
Meeting Date: May 28, 2012
Subject: Health Unit Capital Project Financing

Purpose

The purpose of this report is to recommend a financing strategy for the County of Dufferin's share of the upcoming Health Unit (HU) capital projects.

Background & Discussion

The 2012 HU Levy for Dufferin County is \$1,421,858 and is paid in four instalments on the first of January, April, July and October every year. The Levy includes a Capital component that is to be used by the HU for its two capital projects, constructing new facilities in Guelph and Orangeville, over the next 1-2 years. These two projects are forecasted to cost \$24.4 million combined. Dufferin County's share of the cost will be close to \$5 million.

2012 Cash Flow and Levy Timing

The HU staff expects difficulties in the second half of 2012 with cash flow, as project development costs (drawings, plans, land leases, demolition costs, etc.) are incurred. The HU is initially using some existing HU Reserves to pay these bills, and next it will use the capital component of the 2012 levy from its three partners. The HU has requested from each of its three municipal partners that the July and October instalments both be paid in July, to address this cash flow issue.

County staff concurs with this request, as the entire Levy is in the 2012 Budget and this is simply a change in timing of the payments.

Long-term Borrowing

Treasury staff from the HU and all municipal partners has met several times since January to review options for the long-term borrowing that will be needed to pay for these projects. The discussion has focused on which organization would be the best one(s) to do the borrowing. Any HU debt would be "attributed" back to the three partners, based on their respective funding-shares of the HU, according to existing accounting rules, thereby impacting the Debt Capacity of the partners, regardless of whether the borrowing was done by the HU or by the partners.

It is clear that the municipal partners can borrow less expensively than the HU. The advantage lies in the potential flexibility of each partner.

Of the three partners, the County of Dufferin has much, and possibly the most, flexibility. Dufferin has some Reserves or Reserve Funds available, so it can “borrow from itself” and set its own interest rate internally, below market rates. The County is also likely to have access to external borrowing sources at better rates than the HU. It should be noted that Infrastructure Ontario (IO) funding is not available for this project as it will not be a municipally owned facility.

After much discussion over several months, the preferred choice of staff is:

- Develop an Agreement with the HU to make Quarterly cash advances to the HU to meet its capital project costs;
- Under this Agreement, receive monthly cash-flow updates from the HU on the progress of its project costs, to confirm how the advances are being used, that the amounts of past advances were not beyond what was required, and to forecast upcoming advances

Local Municipal Impact

There are no direct impacts on the local municipalities.

Financial, Staffing, Legal, or IT Considerations

Here are three options open to the County for raising its share of the costs:

1. Permanent withdrawal from, or borrowing from, an existing Reserve, at lower rates
2. Borrowing from a Reserve Fund, at lower rates
3. Borrowing externally

The County is able to establish its own rate for internal borrowing and would save on interest expenses. There would be a moderate impact on County interest earnings, but current rates of return are quite weak and the loss would be minimal. The County could see significant savings by utilizing a combination of the above borrowing tools for the HU and other County projects. Staff will be reviewing all potential borrowing needs for the next several years and compiling a financing strategy for presentation to the committee and Council prior to the 2013 budget.

One final point is that there would still be, for record-keeping purposes, as part of the Agreement between the HU and its partners, a “loan payable” recorded on the HU books, and an offsetting “loan receivable” on the books of the partners, in the amount of the advances the partners have made. It is desirable for the HU to reflect some long-term debt on its books to match its capital assets/ new buildings. Terms of repayment of these “partner loans” would be negotiated in the Agreement and would be common to all three partners.

Recommendation

THAT the Treasurer's report dated May 28th, 2012 regarding Health Unit Capital Project Financing be received;

AND THAT the remaining two instalments of the 2012 Health Unit Levy be paid in July;

AND THAT the proposed strategy of making capital project advances quarterly to the Health Unit, and assigning Health Unit project borrowing decisions to the municipal partners, be approved.

Respectfully submitted,

Alan Selby
Treasurer

CORPORATION OF THE COUNTY OF DUFFERIN



REPORT TO GENERAL GOVERNMENT SERVICES COMMITTEE



To: Chair Ryan and Members of the General Government Services Committee

From: Pam Hillock, County Clerk/Director of Corporate Services

Meeting Date: May 28, 2012

Subject: **County of Dufferin Tower Licencing Agreement**

Purpose

The purpose of this report is to seek approval to enter into lease agreements for use of the County of Dufferin Tower located at the Dufferin Operations Centre.

Background & Discussion

The County of Dufferin is currently leasing space at the County-owned Whitfield Tower to a cell/internet provider, Canadian Wireless Integrators (Zing). This arrangement is working very well.

Recently, the County purchased a used 100-foot communication tower for the Dufferin Operations Centre for the purpose of connecting the Dufferin Operations Centre to the County of Dufferin Wide Area Network (WAN) and also to improve radio communications for Operations staff. There is space on the tower for private companies and other agencies to rent space for their equipment. A vendor has expressed an interested in using the tower to provide cell/internet service to local residents.

The County of Dufferin Licensing Agreement template has been developed and is attached as Schedule A to this report.

Local Municipal Impact

By allowing Internet Service Providers access to the communication tower at the Dufferin Operations Centre, High Speed Internet service could be improved for residents in the area surrounding Primrose including Amaranth, Mono and Mulmur.

Financial, Staffing, Legal, or IT Considerations

There will be revenue generated as a result of the lease agreements. The revenue could be between \$1,200.00 and \$2,400.00 per year for each vendor. The lease payments for the use of the Primrose Tower would quickly offset the purchase price of the tower and the funds will be put aside for future maintenance of the tower.

Recommendation

THAT the report of the County Clerk/Director of Corporate Services dated May 28, 2012, regarding the County of Dufferin Tower License Agreement, be received;

AND THAT the Warden and Clerk be delegated authority to sign license agreements for use of County of Dufferin Communications Towers in a form substantially attached hereto as Schedule A.

Respectfully Submitted,

Pam Hillock
County Clerk/Director of Corporate Services

Prepared by: Steve Hett, Manager of IT

Attachments: County of Dufferin License Agreement Template

SITE LICENSE AGREEMENT TEMPLATE

Dated this ** day of **, 2012

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN (the "Licensor")

- and -

● (the "Licensee"),

- A. The Licensor is the owner of the lands and premises known municipally as ("Location") in the County of Dufferin (the "Lands"), upon which a structure is situated (the "Structure"); and
- B. The Licensor and the Licensee have agreed to enter into this license agreement (the "License") in respect of the Licensee's use of a portion or all of certain premises (the "Licensed Premises") for communications equipment on the Structure.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.01 Currency

Unless specified otherwise, all dollar amounts expressed in this agreement refer to lawful Canadian currency.

1.02 Schedules

The following are the schedules to this agreement:

- Schedule "A" Depiction of the Licensed Premises
- Schedule "B" The fee Structure for use of the premises
- Schedule "C" The proposed use of the premises by the licensee

ARTICLE 2 GRANT

- 2.01 The Licensor grants to the Licensee, and the Licensee accepts, a limited, non-exclusive right to use a certain portion or all of the Licensed Premises, as designated by the Licensor in writing from time to time for the installation, operation and maintenance, at the Licensee's sole cost and expense, of a satellite dish, antenna or other customary and properly licensed telecommunications devices and related equipment (collectively, the "**Equipment**"), together with the right to install wires and cables (collectively, the "**Wiring**"), as reasonably required to service and operate the Equipment, in, on or through the Lands in areas to which the Licensor consents in writing.
- 2.02 This License only confers a personal, non-exclusive use interest to the Licensee. Without limitation, and for clarity, this License does not confer any interest in land whatsoever.
- 2.03 The Licensee acknowledges that it has inspected the Lands, Structure and Licensed Premises (collectively, the "**Site**"), that the Licensor has made no representations or warranties whatsoever respecting the condition thereof or its suitability for the Licensee's use or otherwise, that the Licensor has no obligation or duty to make any alterations, improvements or repairs whatsoever in and to the Site to make it ready for the Licensee's use and occupancy, and that the Licensee takes and accepts the Site in its present "as is, where is" condition.
- 2.04 The Licensor reserves the right, at any time and from time to time, on 15 business days notice, to require the Licensee to relocate the Equipment to another portion of the Licensed Premises and/or to relocate any or all of the Wiring. The Licensee agrees to undertake any required relocation at its expense and in accordance with the requirements herein.
- 2.05 The Licensor may terminate this agreement at any time by providing the Licensee 60 days written notice.

ARTICLE 3 TERM AND FEE

- 3.01 The term of this agreement (the "**Term**") shall commence on *** and be in effect for five years with an option to renew for additional five years.
- 3.02 The Licensee shall pay to the Licensor throughout the Term a license fee (the "**Basic Fee**") outlined in Schedule B of this agreement on the 1st day of January each year.

- 3.03 In addition to the Basic Fee, the Licensee shall pay all other costs and applicable taxes of any nature whatsoever relating to its use of the Leased Premises, Structure or Land (collectively, such costs and applicable taxes being “**Additional Costs**”) , including, without limitation, the following:
- (a) the cost of supplying all utilities used or consumed by the Licensee in respect of the Equipment on the basis of separate meters, if available (and if not available, the Licensor may install same at the Licensee’s sole cost), the Licensee and otherwise on the basis of an equitable allocation as determined by the Licensor, acting reasonably; and
 - (b) all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the Site or the Equipment, and every tax and license fee in respect of any and every business related to the use or occupancy thereof by the Licensee,

with the intent that this shall be a completely net and carefree License for the Licensor. The Licensor may estimate such Additional Costs on a monthly basis in advance and the Licensee shall make all such estimated Additional Costs payments to the Licensor. After each calendar year, the Licensor may reconcile any actual Additional Costs for such calendar year. To the extent that the Licensor does so, the Licensor shall credit the Licensee for any Licensee overpayment disclosed by such reconciliation and Licensee shall, upon written notice from the Licensor, forthwith pay any Licensee underpayment.

ARTICLE 4 TERMS AND CONDITIONS OF USE

- 4.01 The Licensee, at its sole expense, shall install the Equipment and the Wiring subject to the location, size, compatibility, design, colour, material, type and method of installation of the Equipment and the Wiring and all plans, specifications and contractors related thereto, being approved by the Licensor in writing. All work shall be subject to the reasonable supervision of the Licensor or its agents or contractors, and all access to and work on the Site shall be subject to the Licensor’s reasonable supervision. In no event will the Equipment or Wiring contain a design, insignia or other advertising. No work by on or behalf of the Licensee may be commenced without the Licensee procuring and presenting to the Licensor all insurance required pursuant to this License.
- 4.02 The Site, Equipment and Wiring are to only be employed by the Licensee to the extent aforesaid for the Licensee’s own use in relation to its business and shall not be used for the purpose of selling signals to any third party.
- 4.03 The Licensee agrees not to use or permit the use of the Site or the Equipment or the Wiring for any purpose which is illegal or dangerous or which, in the Licensor’s reasonable opinion, creates a nuisance or which would increase the

- cost of insurance coverage with respect to any aspect of the Site. In particular, and without limitation, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCBs) or other environmentally hazardous materials will either be used or stored in or around the Site, and no such materials will be used in any of the Equipment or Wiring.
- 4.04 The Licensee agrees to maintain the Site in a clean, attractive condition and in good repair and will not commit or allow any waste to be committed within any portion of the Site.
- 4.05 At the early termination or expiry of this agreement, the Licensee shall remove the Equipment and the Wiring and restore and deliver up the Site to the Licensor in as good condition as at the date prior to the Commencement Date.
- 4.06 The Licensee agrees to comply with all applicable federal, provincial and municipal laws, regulations, by-laws, rules or other applicable legislative or administrative requirements of any governmental entity or agency having jurisdiction and any other competent authority and otherwise in accordance with the terms and conditions herein, and the Licensee will cause its agents, employees, invitees and visitors and all other for whom it may be so responsible to do so.
- 4.07 The Licensee agrees that the installation, operation and maintenance of the Equipment and Wiring shall, at all times, and at the Licensee's sole cost and expense, comply with such technical standards for the Structure as may from time to time be established by the Licensor in its reasonable discretion including, without limitation, technical standards relating to frequency intensity (either individually or collectively with other telecommunication providers and other users of the Structure), compatibility, radio interference protection, structural engineering and physical installation (the "**Technical Standards**"). If the Technical Standards require that the Licensee modify, reduce, renovate or otherwise change the Equipment, Wiring or its operation, the Licensee shall make such changes at its sole cost and expense within a reasonable time thereafter, but in any event no later than thirty (30) business days after receipt of written notice. The written approval of the Licensor shall be required prior to the commencement of any and all such work.
- 4.08 The Licensee shall reimburse the Licensor, on demand, for all consultant's fees and other expenses incurred by the Licensor in connection with the review of any plans, specifications and contracts or the granting of any approvals hereunder.
- 4.09 If, in the sole judgment of the Licensor, the presence and operation of the Equipment or Wiring interferes with the use of the site by the Licensor or any of its tenants, occupants or licensees within the Site, or with any signals sent or received by any such person, then the Licensee shall, within five (5) business days after receipt of a request from the Licensor, immediately cease operation of

the Equipment. If the Licensee is able to rectify the problem to the Licensor's reasonable satisfaction, then the Licensee, on five (5) business days' prior written notice to the Licensor, shall have the right to resume operation of the Equipment.

- 4.10 The Licensor will as part of this agreement provide hydro electric power with a generator back up but does not guarantee uninterrupted power service in the event of a break down but will endeavour to have power restored as soon as reasonably possible.

ARTICLE 5 ACCESS

- 5.01 The Licensor will provide the Licensee keys for both the "Lands" and the "Structure". Keys shall not be copied. Keys will be returned to the Licensor at the termination of the contract.
- 5.02 The Licensor shall make available to the Licensee, its officers, employees and/or agents reasonable access to the "Lands" for the purposes necessary to the reasonable exercise be the Licensee of the license granted herein.
- 5.03 The Licensee shall sign a log book when entering the "Structure", noting Name, Company, Date and Time, and reason for entering the "Structure".
- 5.04 The Licensee shall make a reasonable effort to contact a designated agent of the Licensor as appointed by the Licensor prior to entering the "Structure".

ARTICLE 6 DAMAGE TO STRUCTURE OR EQUIPMENT

- 6.01 If the Structure is damaged such that alteration or reconstruction is required, in the Licensor's sole opinion, (whether or not any equipment or property of the Licensee has been damaged), the Licensor may, at its option, terminate this agreement by notifying the Licensee forthwith.
- 6.02 The equipment will remain the personal property of the Licencee notwithstanding affixation to the tower or any rule of law to the contrary and the Licensor will not be responsible for any loss or damage to the equipment however caused, while on the site. The Licensee will have the responsibility of insuring the equipment.

ARTICLE 7 INSURANCE, LIABILITY AND INDEMNITY

- 7.01 The Licensee shall take out and maintain in force, at the Licensee's sole expense, the following insurance:

- (a) commercial general liability insurance for bodily injury or death and damage to property of others including blanket contractual liability, owners and contractors protective liability, non-owned automobile and employer's liability insurance coverage. Such policy or policies shall name the Licensor as an additional insured, be written with a limit of not less than five million dollars (\$5,000,000.00) for any one accident or occurrence, shall be primary and non-contributing with, and not in excess of, any other insurance obtained by the Licensor, and shall include severability of interests and cross liability clauses; and
- (b) "all risks" property insurance in respect of the Equipment, Wiring, and Structure for the full replacement cost thereof, with no co-insurance penalties;

The Licensee shall furnish to the Licensor certificates of insurance to evidence the insurance to be kept in force by the Licensee.

The Licensee shall pay, forthwith and on the Licensor's written demand, any insurance or additional insurance premium which the Licensor incurs which results in any manner from the Licensee's use or entry upon the Lands or work performed by or on behalf of the Licensee.

- 7.02 The Licensee releases, indemnifies and saves harmless the Licensor and all of its respective servants, agents, officers, employees and any other party for whom the Licensor may be legally responsible from and against all actions, suits, damages, expenses, costs and liabilities undertaken or incurred by the Licensee or its respective servants, agents, invitees, officers, employees, contractors or any other party for whom the Licensee may be responsible or whose claim is based, in any manner whatsoever, on the Licensee's presence on or use of any portion of the Lands. For clarity, this release and indemnity shall survive the termination of this License and shall not apply to the Licensor's contractual default of any Licensor covenant pursuant to this License.

**ARTICLE 8
RESTRICTIONS ON ASSIGNMENT AND REGISTRATION**

- 8.01 The Licensee shall not assign any rights under this agreement in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Site or any part thereof except with the prior written consent of the Licensor, which consent may be unreasonably or arbitrarily withheld. Any transfer without such consent will immediately terminate this License.
- 8.02 Subject to the foregoing, this agreement shall enure to the benefit of and be binding on the parties and their heirs, executors, administrators, successors and assigns, as the case may be.

- 8.03 Notwithstanding any assignment by the Licensee permitted herein, the Licensee shall not be released from performing any of the terms of this agreement.
- 8.04 The Licensee shall not register this License or a short form thereof on title. If the Licensee registers this License or a short form thereof on title, then the Licensor may terminate this agreement within **5** business days written notice.

ARTICLE 9 DEFAULT

- 9.01 When the Licensee is in default under these terms and conditions, the Licensor shall provide written notice of the default to the Licensee. If the default is not corrected within 30 days of the sending of the written notice of default, the Licensor may, without further notice, terminate this agreement. Notwithstanding such termination, all applicable fees payable under these terms and conditions shall become payable upon such termination.
- 9.02 When a default by the Licensee arises from an act or omission of the Licensee that is contrary to any law, regulation or by-law of a public authority having jurisdiction or where such default may endanger the safety of the public or employees of the Licensor or employees of the agents or contractors of the Licensor or where such default may interfere in any way, as determined solely by the Licensor, with the security of the Structure or any works or equipment related thereto, the Licensor may terminate this agreement immediately. Upon such termination, all applicable fees payable under these terms and conditions shall become due and payable.
- 9.03 The Licensor may terminate this agreement at its option and without penalty or other liability upon 48 hours written notice to the Licensee where the Licensee has filed a petition in or been assigned into bankruptcy, becomes an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended or makes an assignment for the benefit of creditors or makes any arrangements or otherwise becomes subject to any proceedings under applicable bankruptcy laws or insolvency laws with a trustee, or receiver appointed in respect of a substantial portion of the property of the Licensee, or in the event the Licensee liquidates or winds up its daily operations for any reason whatsoever.

ARTICLE 10 MISCELLANEOUS

10.01 Entire Agreement

This agreement together with the Lease constitutes the entire agreement between the parties relating to the subject matter of this agreement; it supersedes any previous agreements and discussions between the parties. There are no representations,

covenants or other terms other than those set forth in this License. This agreement may only be amended by a written document signed by each of the parties.

10.02 Notice

In order to be effective, any notice must be in writing. A notice is effective if it is delivered (i) personally, either to the individual designated below for such party, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out below; (ii) by fax, (iii) by registered mail at or to the applicable addresses set out opposite the party's name below or at or to such other for a party as such party from time to time designates to the other parties in the same manner:

in the case of the Licensor, to:

County Clerk
County of Dufferin
55 Zina Street
Orangeville, Ontario
L9W 1E5

in the case of the Licensee, to:

[ADDRESS]

Any notice is effective (i) if personally delivered as described above, on the day of delivery if that day is a business day, and it was delivered before 4:30 p.m. local time in the place of delivery or receipt, and otherwise on the next business day; or (ii) if sent by fax, on the day of transmission, if that day is a business day and the fax transmission was made before 4:30 p.m. local time in the place of delivery or receipt, and otherwise on the next business day; or (iii) if by registered mail, on the fourth business day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth business day thereafter there is a general discontinuance or disruption of postal service, notice must be given by means other than mail.

10.03 Remedies Cumulative

The rights, remedies and powers provided **in this agreement** to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies and powers otherwise available to that party.

10.04 Governing Law

This agreement is governed by, and is to be interpreted, construed and enforced in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario, excluding any rule or principle of conflicts of law that may provide otherwise.

10.05 Jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Ontario.

10.06 **Waiver**

No waiver of satisfaction of a condition or non-performance of an obligation under this agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights under this License.

The failure of any party hereto to enforce at any time any of the provisions of this agreement or to exercise any right or option which is herein provided shall in no way be construed as a waiver of such provision or any other provision nor in any way affect the validity of this agreement or any part hereof or the right of any party to enforce thereafter each and every provision and to exercise any right or option. The wavier of any breach of this agreement shall not be held to be a waiver of any other or subsequent breach. Nothing shall construe or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the party against whom such waiver is sought to be enforced which expressly and impliedly waives a right or rights or an option or options under this agreement.

10.07 **No Partnership**

Nothing contained in this agreement will create a partnership, joint venture, principal-and-agent relationship, or any similar relationship, between the parties.

10.08 **Counterparts**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this agreement.

[Signature Page to Follow]

This agreement has been executed by the parties.

**CORPORATION OF THE COUNTY OF
DUFFERIN**

Per: _____
Name:
Warden

Per: _____
Name:
Clerk

LICENSEE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE A
DEPICTION OF LICENSED PREMISES
(address)
(location map)
(photo)

**SCHEDULE B
COUNTY OF DUFFERIN COMMUNICATION TOWER SITE USAGE FEES**

Tower Space Annual Fees (per antenna)

Service Type	Service Description	Monthly Rental Rate
VHF and UHF Radio	<ul style="list-style-type: none"> - small antennas for voice communications and paging - typically commercial use for profit organization 	\$100 per antenna (Licensee installed or Licensor provided)
Data Service	<ul style="list-style-type: none"> - small antennas for data communications - typically commercial use for profit organization 	\$100 per antenna (Licensee installed or Licensor provided)

Rack Space Annual Fees (per rack)

Space Required	Monthly Rental Rate
Per 10 Units (U) of Rack Space (Licensee installed or Licensor provided)	\$100 (hydro included)

*Licensee will be responsible for any Hydro costs over and above 2000 kWh

*Licensee reserves the right to meter Hydro usage.

*Extra Electrical Outlets will be installed at the cost of the Licensee.

*Fees are subject to a 5% increase every calendar year. These fees increases will take effect on January 1st of each year.

**SCHEDULE C
APPROVED EQUIPMENT/USES FOR THE SITE
(approved application)**

Approved by:

Manager of IT, County of Dufferin

On: _____

From: Valerie Peterson
Sent: May-18-12 2:01 PM
To: Sonya Pritchard; Shara Bagnell; Walter Kolodziechuk
Subject: Dufferin Wind Power

To Dufferin County Council:

As a resident and taxpayer of Dufferin County, Melancthon Township, I am writing to inform you of my formal objection to the Dufferin Wind Power project.

The transmission line that is being proposed for the abandoned rail ROW will be connected to a substation located across the road from my property. The above ground transmission line will go very close to our home. Both the substation and the transmission line will expose my children to EMF, known to be harmful to human health and connected with increased incidents of cancer.

Aside from all the negative effects the turbines will cause, the substation and above ground transmission line will also devalue my property.

Dufferin Wind Power has offered no means of protection for my family.

I respectfully ask you to forbid the sale of the railway easement to Dufferin Wind Power. At the PIC in Horning's Mills, DWP representatives threatened to expropriate land from private land owners for the transmission line route that travels east of highway 10 in its way to the railway. These folks are being pressured and scared into signing easement sale contracts. Some are still refusing, but now fear expropriation.

Please protect what is left of Melancthon township, as well as affected citizens in Shelburne, Amaranth, Mulmur, and Mono, and do not allow Dufferin Wind Power to use the railway for their transmission line.

Thank you for your careful consideration in this matter.

Kind Regards,
Valerie Peterson