



THE CORPORATION OF THE TOWNSHIP OF RAMARA

Proud History - Progressive Future

GOODS AND SERVICES

PROCUREMENT

POLICY

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Commitment Term - Direct Purchase -	0 to 5 days
Verbal Quotation -	up to 1 year
Written Quotation -	up to 5 years
Formal Bids -	up to 5 years
Tenders -	up to 5 years

TOWNSHIP OF RAMARA

PROCUREMENT BYLAW SUMMARY

PURCHASES OF GOODS & SERVICES

AMOUNT OF PURCHASE	COMMITMENT BY	MINIMUM ACQUISITION METHOD	COMMITMENT METHOD	MAXIMUM COMMITMENT
Up to \$100	Staff	Direct Sale	Petty Cash	Immediate Supply of Goods
Up to \$3,000	Card Holder	Direct Sale	Credit Card or Purchase Order	5 Days
\$3,000 to \$5,000	Manager	2 - 3 Verbal Quotations	Purchase Order	1 Year
		2 - 3 Written Quotations	Purchase Order	Up to 5 Years
\$5,000 to \$10,000	Manager	2 - 3 Written Quotations or	Purchase Order	Up to 5 Years
		2 - 3 Formal Bids where performance security required		
\$10,000 to \$30,000	Manager/Treasurer	3 Written Quotations or	Purchase Order	Up to 5 Years
		Formal Bids where performance security required		
\$30,000 to \$100,000	Manager/Treasurer/CAO	3 Formal Bids	Purchase Order	Up to 5 Years
\$100,000 plus	Council	Tender	Contract	Up to 5 Years

FORMAL BID REQUIRES DEPOSIT

THE CORPORATION OF THE TOWNSHIP OF RAMARA

BYLAW # 2004.82

A BYLAW TO ESTABLISH POLICIES FOR THE PROCUREMENT
OF GOODS AND SERVICES AND THE DISPOSAL OF SURPLUS GOODS

WHEREAS the Municipal Act requires the adoption of a Procurement Bylaw by all municipalities before January 1, 2005;

AND WHEREAS the Council of The Corporation of the Township of Ramara recognizing its responsibility for the effective utilization of all its resources, is desirous of codifying sound policies for the purpose of procuring goods and services in a manner that is congruent with and fulfills delivery of services to the residents of the Township;

AND WHEREAS the Township desires to ensure objective and equitable treatment of all vendors and purchasers;

NOW THEREFORE the Council of The Corporation of the Township of Ramara enacts as follows:

PART I – DEFINITIONS

1. In this By-law,
 - (a) “Acquisition Method” means the process by which goods and services are procured;
 - (b) “Annual Aggregate Value” means the total amount anticipated to be spent annually by all departments on a particular type of goods or services;
 - (c) “Bid” means an offer or submission received from a vendor, contractor or consultant in response to a request, which may be in the form of a Request for Quotation or a Request for Proposal and which offer or submission may be subject to acceptance or rejection;
 - (d) “Bid Request” means a formal request for bids or a solicitation, which shall be in the form of a Request For Tender;
 - (e) “Blanket Purchase Order” means a Purchase Order which establishes prices or a method for determining prices, terms and conditions and the period of time during which a vendor agrees to provide goods or services to the purchaser upon the purchaser’s demand;

- (f) "CAO" means the Chief Administrative Officer of the Corporation or Designate;
- (g) "Clerk" means the Clerk of the Corporation or Designate;
- (h) "Competitive Method" means an Acquisition Method where vendors are given an equal opportunity to submit bids in accordance with Township policy and procedures;
- (i) "Contract" means an agreement approved by Township Council;
- (j) "Council" means the Municipal Council of the Corporation;
- (k) "Designate" means the person or persons assigned the duties and responsibilities on behalf and in absence or incapacity of the person charged with the principal authority to take the relevant action or decision.
- (l) "Emergency" means a situation where the immediate acquisition of goods or services is essential to prevent serious delays, injury, further damage or to restore or maintain minimum service;
- (m) "Emergency Method" means a procurement process where the usual competitive acquisition rules are suspended due to the prevailing emergency circumstances;
- (n) "Goods and Services" includes labour, supplies, materials, equipment and services of every kind;
- (o) "Lowest Acceptable Bid" means the lowest price submitted which meets the requirements and specifications as set out in the bid or bid request, minor deviations excepted;
- (p) "Manager" means the head of a department or service area as outlined in the Township's organization chart or his or her Designate;
- (q) "Negotiation Method" means an Acquisition Method whereby the Township may confer with one or more vendors leading to an agreement on needed goods or services under the conditions outlined in this by-law;
- (r) "Procure" means to acquire by purchase, rental, lease or trade;

- (s) "Purchase Order" means a written offer to procure goods and services or a written acceptance of an offer to acquire goods and services made on the Township's form;
- (t) "Request for Information" means a written request for details on a vendor's background and the goods or services they are offering, such information shall be used to pre-qualify vendors to be invited to submit bids;
- (u) "Responsible" means a bidder or offerer who is deemed to be fully technically and financially capable of supplying the goods or services requested in the solicitation.
- (v) "Responsive" means a bidder or offerer who correctly and completely responds to all of the significant requirements outlined in the solicitation.
- (w) "Sole Source" means there is only one source of supply of particular goods or services;
- (x) "Township" means The Corporation of the Township of Ramara.
- (y) "Treasurer" means the Treasurer of the Corporation or Designate.
- (z) "Vendors on Record" means all vendors which have requested their company name be placed on our list of potential vendors.

PART II – PURCHASING PRINCIPLES

2. The Township's purchasing principles are as follows:

- (a) to procure the necessary quality and quantity of goods and services in an efficient and cost effective manner;
- (b) to encourage the most open bidding process practicable for the acquisition and disposal of goods and services;
- (c) to consider the total ultimate cost of acquisition, repair, maintenance, staff training, operation and disposal rather than only the lowest invoice price;
- (d) to give full consideration to the annual aggregate value of specific goods or services that will be required by each Department and by the Township as a whole prior to determining the appropriate acquisition method;

- (e) to give consideration to commitments for goods and services of periods longer than one year where such is cost effective, but not to exceed five (5) years;
- (f) to consider the total project cost of an undertaking prior to determining the appropriate acquisition method;
- (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;
- (h) to procure the necessary goods and services having regard to the accessibility for persons with disabilities to the goods and services; and,
- (i) to ensure all laws, rules and regulations pertaining to public procurement shall be respected including, but not limited to, The Ontario/Quebec Procurement Agreement.

PART III – GENERAL

3. Council has the sole authority to allocate funds for Township purposes and to approve Township programs. Every purchase shall be authorized by Council annually through the budget process and adoption thereof, with exception of purchases required for emergency situations.
4. It is the responsibility of the department Manager to ensure that adequate funds are budgeted and available and that the expenditure for goods and services are properly approved. If in doubt that adequate funds are available, the Treasurer should be consulted.
5. Operating expenditures required, prior to the approval of the annual budget, may be authorized by the department Manager up to 50% of the previous year's budget with the exception of mandatory expenses and services which may exceed this 50% restriction.
6. All acquisitions made by the Township shall be carried out in accordance with this By-law, other By-laws and Township policies and principles established from time to time.
7. No expenditure, debt or commitment shall be incurred or made and no account shall be paid by the Township for goods or services, except as authorized in accordance with this By-law or approved by Council.

8. The Township shall be under no obligation to accept the lowest bid or any bid received in response to a verbal or written request.
9. Council may remove a vendor's name from consideration for a bid or contract under this By-law for a period of up to two years on the basis of documented poor performance or non-performance.

PART IV – POWERS OF TREASURER
(Manager of Corporate Services/Treasurer)

10. The Treasurer is hereby authorized to pay for any supplies and services purchased by the department Managers in accordance with this by-law, upon receipt of a supplier's invoice or request for payment endorsed by the department Manager or Designate, acknowledged receipt of the goods and services on behalf of the Corporation and a purchase order number when required.
11. The Treasurer is hereby authorized to pay for any goods and services listed on Schedule "A" (Exceptions) to this by-law. The Treasurer may require the department Manager or Designate to endorse the receipt, the price thereof and the appropriate account to be charged.
12. The Treasurer is hereby authorized to provide any required deposit for goods, supplies or services of a unique nature.

PART V – FORMS OF COMMITMENT

13. The following commitments may be made on behalf of the Corporation:
 - (a) Up to \$10,000.00
Expenditures of \$10,000.00 or less may be authorized by a department Manager, provided the appropriate Acquisition Method has been followed.
 - (b) \$10,001.00 to \$30,000.00
Expenditures over \$10,000.00 to \$30,000 shall be made by the department Manager, by purchase order, provided that the appropriate Acquisition Method has been followed to select the vendor(s) and the acquisition has been approved by the Treasurer.

- (c) \$30,001.00 to \$100,000.00

Expenditures over \$30,000.00 to \$100,000.00 shall be made by the department Manager by purchase order, provided that the appropriate Acquisition Method has been followed to select the vendor(s) and the acquisition has been approved by the Treasurer and CAO.

- (d) \$100,000.00 and Over

Except as otherwise directed by Council, all expenditures of \$100,000.00 and over shall be by contract and approved by Council and executed on behalf of the Township by its proper signing officers.

- 14. All Blanket Purchase Orders shall have an expiry date and may only be issued by the Treasurer.

PART VI – METHODS OF ACQUISITION

15. DIRECT SALES METHOD

- (a) Notwithstanding any other provisions of this By-law, the acquisition of the items listed in Schedule “A” shall be subject to applicable policies and procedures established from time to time:
- (b) Up to \$3,000

The acquisition of goods and services having a value of \$3,000.00 or less, which are not covered by a blanket purchase order, shall be carried out by the department Manager in accordance with the principles set out in this By-law.

16. COMPETITIVE METHODS

- (a) \$3,001.00 to \$5,000.00

For the acquisition of goods and services with value of over \$3,000.00 to \$5,000.00 at least two and preferably three written or verbal bids shall be solicited and the acquisition approved by the department Manager. Where a blanket purchase order will be issued for periods exceeding one (1) year, only written bids are acceptable.

- (b) \$5,001.00 to \$10,000.00

For the acquisition of goods and services with value of over \$5,000.00 to \$10,000.00 at least two and preferably three written bids shall be solicited and the acquisition approved by the department Manager.

- (c) \$10,001.00 to \$30,000.00

For the acquisition of goods and services with value of over \$10,000.00 to \$30,000.00 at least three written bids shall be solicited and the acquisition approved by the department Manager in consultation with the Treasurer. Where the Treasurer is the manager, the CAO must be consulted. If a third bid cannot be obtained, the CAO in consultation with the Mayor may approve a two bid method.

- (d) \$30,001.00 to \$100,000.00

For the acquisition of goods and services with a value of over \$30,000.00 to \$100,000.00 the department Manager shall follow the formal quotation procedures as outlined in Schedule B and the acquisition approved by the department Manager in consultation with the Treasurer and CAO. Where the Treasurer is the manager, a manager other than the Treasurer must be consulted. If a third bid cannot be obtained, Council may approve a two bid method.

- (e) \$100,001.00 AND OVER

For the acquisition of goods and services with an estimated value over \$100,000.00 the department Manager shall follow the formal tendering procedures as outlined in Schedule "C".

NEGOTIATION METHOD

17. Notwithstanding any other provisions of this By-law, the CAO and the department Manager may enter into negotiations with one or more vendors for the supply of goods or services when any of the following conditions exist:

- (a) due to market conditions goods or services are in short supply;
- (b) there is only one source of the subject goods or services;
- (c) two or more identical acceptable low bids have been received;
- (d) efforts at breaking identical bids have previously been unsuccessful and the same goods or services are required again;

- (e) all acceptable bids exceed the amount budgeted for the goods or services;
 - (f) all bids received are not acceptable;
 - (g) the extension or reinstatement of an existing contract would be more cost effective or beneficial to the Township;
 - (h) a particular vendor is being recommended because it is more cost-effective or beneficial; or
 - (i) when authorized by Council.
18. Where the negotiation method set out in Section 17 is used to select a vendor of goods or services, except professional and consulting services, with a value of at least \$50,000.00 or where the extension of an existing contract exceeds ten percent (10%) of the original contract value, the CAO and the requisitioning department Manager shall submit a report to Council prior to the award of the contract setting out the circumstances for recommending the award.

PROFESSIONAL AND CONSULTING SERVICES METHODS

19. Appointment of Auditing, Engineering, Legal and Planning Firms for general matters of the Township shall be by By-law for a term not exceeding five (5) years. A report for appointment on reappointment will be presented to Council for consideration. A report on reappointment will be presented not less than ninety days prior to the end of the current appointment.
20. When professional and consulting services are required with a value over \$3,000.00, other than appointed firms, Council approval must be obtained. For professional and consulting services of \$3,000.00 or less, the department Manager may authorize the expenditure provided the amount required has been budgeted.

EMERGENCY METHOD

21. Notwithstanding any other provision of this By-law, where an emergency exists:
- (a) the department Manager is authorized to obtain necessary goods or services with a value of less than \$15,000.00 by the most expedient and economical means;
 - (b) the department Manager is authorized to obtain necessary goods or services having a value of \$15,000.00 or more by the most expedient and economical means upon the approval of the Treasurer. The department Manager shall submit a report to Council at its next meeting explaining the circumstances giving rise to the emergency.

- (c) the department Manager, in extreme emergency situations, is authorized to obtain the necessary goods and services having a value exceeding \$15,000 and without the Treasurer's authorization if such goods and services will avoid a major environmental, structural, health or safety problem.

PART VII - METHOD OF PAYMENT

- 22. (a) A purchase of a value less than \$100.00 may be made by authorized employees of the Township, with the issuance of a **petty cash voucher**. Petty cash vouchers shall include the following information:
 - (i) His/her name.
 - (ii) Date monies are required.
 - (iii) Amount of monies required.
 - (iv) Item for which monies are required.
 - (v) Purpose of the item(s).
- (b) The Corporate Purchasing Card Program may be used by authorized employees to acquire goods and services as set out in the Corporate Purchasing Card Program Policy outlined in Schedule "D". Should the Corporate Purchasing Card not be appropriate, such as vendors not respecting usual discounts, the department Manager must obtain a purchase order for the acquisition of goods and services other than those stipulated on Schedule "A" to the By-law.
- (c) Payment of all goods and services, other than by petty cash or corporate purchasing card, shall be by corporate cheque.

PART VIII - REPORTS TO COUNCIL

- 23. In addition to the other reporting requirements set out in this By-law, a report shall be submitted to Council by the department Manager and approved by the CAO prior to expenditure when:
 - (a) the acquisition has a value over \$100,000.00;
 - (b) the acquisition has a value over \$10,000.00 and the lowest acceptable bid is not being recommended; and
 - (c) the form of commitment is other than a standard form contract.

PART IX – DISPOSAL OF SURPLUS GOODS

24. On an ongoing basis, all Departments shall identify goods which become surplus to their needs. Lists of such surplus goods shall be submitted to the Treasurer.
25. The Treasurer shall have authority to sell, exchange or otherwise dispose of all goods declared to be surplus to the Township's needs where it is cost effective and in the Township's best interests to do so and shall be undertaken in conformance with Schedule "E" attached hereto.
26. Where it is estimated that the value of any disposition shall exceed \$10,000.00, the Treasurer shall submit a report to Council prior to the disposition.

PART X – PROHIBITIONS

27. The following activities are prohibited:
 - (a) the division of contracts to avoid the requirements of this By-law;
 - (b) purchase by the Township of any goods or services for personal use by or on behalf of any Township employee or elected official or their families without the approval of Council;
 - (c) the bid or purchase of any surplus goods by the Township employee or by a member of an employee's immediate family if that Township employee:
 - (i) is working at an auction run by the Township for the disposal of surplus goods;
 - (ii) was responsible for declaring the goods surplus to the Township's needs; or
 - (iii) is otherwise involved in the disposal of goods surplus to the Township's needs.

PART XI– TOWNSHIP INSURANCE INCLUDING EMPLOYEE GROUP INSURANCE

28. An annual review of premium of all policies will be undertaken by the Treasurer and CAO to ensure they are consistent with market trends.

In addition, a proposal for all insurance will be solicited not less than every five (5) years.

PART XII – COOPERATIVE VENTURES

29. The Township may participate with other government agencies or public authorities in cooperative acquisition ventures where it is in the best interests of the taxpayer to do so and may follow the procedures set out by the agency responsible for the venture.

PART XIII – COMPLIANCE

30. Any Township employee who willfully and knowingly acquires or disposes of any goods or services for the Township in contravention of any section of this By-law, as amended from time to time, shall be deemed to have committed a breach of the Township's Code of Conduct and is subject to disciplinary action.

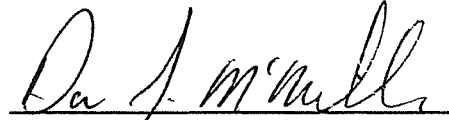
PART XIV - SCHEDULES

31. Schedules A, B, C, D and E attached hereto shall form and be part of this bylaw.

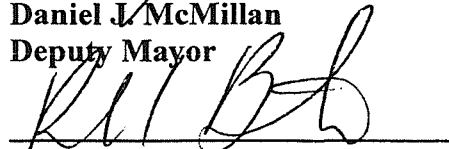
PART XV – EFFECTIVE DATE

32. This By-law comes into force and takes effect on the 31st day of December 2004.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS
25TH DAY OF OCTOBER, 2004.**



**Daniel J. McMillan
Deputy Mayor**



**Richard P. Bates, BAS, CET,
Clerk**

SCHEDULE "A" TO BYLAW 2004.82

EXCEPTIONS FROM REQUIREMENT OF PURCHASING PROCESS ("EXCEPTIONS")

Subject to all applicable Township policies and procedures, a purchase order is not required for the following items unless requested by the requisitioner:

1. Petty Cash Items
2. Training and Education
 - (a) Conferences
 - (b) Courses
 - (c) Conventions
 - (d) Memberships
 - (e) Seminars
 - (f) Periodicals
 - (g) Magazines
 - (h) Staff Training
 - (i) Staff Development
 - (j) Staff Workshops
 - (k) Subscriptions
3. Refundable Employee Expenses
 - (a) Mileage Allowance
 - (b) Meal Allowance
 - (c) Travel Expenses
 - (d) Miscellaneous – Non-Travel
 - (e) Hotel Accommodation
4. Employer's General Expenses
 - (a) Payroll Deduction Remittances
 - (b) Medical and Dental Expenses
 - (c) Licenses (vehicles, elevators, radios, etc.)
 - (d) Debenture Payments
 - (e) Grants to Agencies
 - (f) Petty Cash Replenishment
 - (g) Tax Remittances
 - (h) Charges to or from other government bodies or Crown Corporations
 - (i) Employee Income
 - (j) Real Property including Land, Buildings, Leasehold Interests, Easements, Encroachments and Licenses
 - (k) Bank Charges and Underwriting Services where covered by Agreements

5. Professional and Special Services

- (a) Legal Fees
- (b) Consulting Engineering Fees
- (c) Planning Consulting Fees
- (d) Committee Fees
- (e) Witness Fees
- (f) Honoraria
- (g) Arbitrators
- (h) Appraisers
- (i) Legal Settlements

6. Utilities

- (a) Postage
- (b) Water and Sewage Charges
- (c) Hydro
- (d) Gas
- (e) Telephone Service Charges
- (f) Cable Television Charges
- (g) Internet Access Charges

SCHEDULE "B" TO BYLAW 2004. 82

FORMAL QUOTATION PROCEDURES

1. The department Manager shall be responsible to prepare the formal quotation documents. These documents shall provide clear instructions, specifications, terms and conditions of the contract.
2. The following term shall be included within the formal quotation documents:
 - (a) "The Corporation reserves the right to reject any or all quotations and the lowest or highest bid, as the case may be, will not necessarily be accepted."
 - (b) Notwithstanding and without restricting the generality of the statement immediately above, the Township of Ramara shall not be required to award or accept a quotation:
 - (i) when only one bid has been received as the result of a quotation call;
 - (ii) where the lowest responsive and responsible bidder substantially exceeds the estimated or budgeted cost of the goods or service;
 - (iii) when all bids received fail to comply with the specifications of quotation terms and conditions, and it is impractical to recall quotations.
3. The invitation for formal quotations will be advertised on the Township's web site at least ten days preceding the closing date for quotations. Quotations shall also be solicited by written invitation to the vendors on record enclosing a copy of the quotation documents.
4. Every formal quotation received by the department Manager shall be noted with the date and time received.
5. No quotation shall be considered unless:
 - (a) it is received prior to or at the closing time and place stipulated in the formal quotation documents; and
 - (b) any required formal quotation deposit is enclosed or has been previously submitted; and

Schedule "B" page -2-

- (c) any other precedent conditions set out in the formal quotation documents have been fulfilled.
6.
 - (a) The department Manager shall determine the amount and form of quotation deposit required.
 - (b) Where a formal quotation has been accepted, the department Manager shall forthwith arrange the return of any quotation deposits to the unsuccessful bidders.
 - (c) The Treasurer shall retain the formal quotation deposit of the unsuccessful bidder until the contract has been executed and all required documents have been received.
 - (d) The formal quotation deposit shall be forfeited to the Township where any successful bidder fails to execute the contract or furnish any required documents within ten calendar days or as specified within the quotation document after notice to them to do so, or where any bidder withdraws their quotation after the quotations have been opened.
7. The department Manager shall attempt to obtain a minimum of three bidders per formal quotation where possible.
8. The department Manager shall prepare a list of all quotations.
9.
 - (a) The department Manager is authorized to award contracts to the lowest responsive and responsible bidder.
 - (b) In determining the responsive and responsible bidder, the department Manager shall consider the factors set out in Section 22 of Schedule "C" hereto.
10. If two or more low formal quotations are submitted in the same amount, the department Manager shall prepare and file with the Treasurer a report on the method by which the department Manager is recommending to award the contract and seek the approval of the Treasurer.
11. Neither the acceptance of a formal quotation or the award of the formal quotation shall be binding on the Corporation until a written purchase order has been approved by the department Manager or a contract is executed by the Mayor or Clerk.

SCHEDULE "C" TO BYLAW 2004.82

FORMAL TENDERING PROCEDURES

1. The call for tenders shall be advertised on the Township's web site at least ten calendar days preceding the closing date for tenders. The advertisement may, in addition, be placed in a local newspaper or a major construction trade publication. Tenders shall also be solicited by written invitation to the vendors on record enclosing a copy of the tender documents.
2. The advertisement shall contain the following:
 - (a) the name of the Corporation,
 - (b) the tender number,
 - (c) a general description of the tender complete with securities required,
 - (d) the official designated to receive responses,
 - (e) the time and date of closing, and any mandatory bidder's meetings or site visits,
 - (f) the location of the performance of the contract,
 - (g) the location where plans and specifications may be obtained,
 - (h) the administrative fee, if any, for tender documents,
 - (i) a statement that the lowest or any tender will not necessarily be accepted,
 - (j) fax number for vendor inquiries.
3. The relevant department Manager shall prepare the tender documents. These documents shall provide clear instructions, specifications, terms and conditions of the contract. These documents must then be approved by the Treasurer.

The Corporation may charge an administrative fee to Bidders for issuance of tender documents.

4. (1) The tender documents shall include the following:
 - (a) the tender envelope or technological equivalent,

Schedule "C" page -2-

- (b) the tender form,
 - (c) terms and conditions of the specific tender as well as the Township of Ramara Standard Terms and Conditions document,
 - (d) special provisions where applicable,
 - (e) specifications,
 - (f) evaluation criteria (if any).
- (2) Tender documents for construction contracts may, in addition to the above, also include:
- (a) drawings and plans,
 - (b) agreement,
 - (c) contract security requirements,
 - (d) evidence of good standing with the Workplace Safety and Insurance Board,
 - (e) liability insurance and certificates,
 - (f) Occupational Health and Safety Policies,
 - (g) Contractors accessibility policies for persons with disabilities.
5. A standardized tender envelope or technological equivalent shall be provided to all bidders and shall provide the following:
- (a) name and address of the Corporation,
 - (b) the official designated to receive the tenders,
 - (c) the closing date and time,
 - (d) the tender number, and
 - (e) the name or general description of the tender.

6. (1) A standardized tender form shall be provided to all Bidders and shall require the following:
 - (a) a statement by the Bidder that the Bidder has reviewed and understands the tender documents and that the Bidder is capable of and willing to perform the requirements of the contract and enter into a legal agreement with the Corporation in regard thereto, and
 - (b) an execution by the Bidder – where the tender is submitted by a corporation, it shall be signed by the duly authorized officer or officers who have the authority to bind the company, or in the case of partnership, by all signing partners.
 - (c) irrevocable period of the tender response.
- (2) The time limit for signing the contract shall be clearly stated.
7. The following terms shall be included on every tender form:
 - (1) "The Corporation reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted."
 - (2) Notwithstanding and without restricting the generality of the statement immediately above, the Township of Ramara shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:
 - (a) when only one bid has been received as the result of a tender call;
 - (b) where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
 - (c) when all bids received fail to comply with the specifications of tender terms and conditions;
 - (d) when a change in the scope of work or specifications is required.
8. Bidder inquiries should be faxed by the Bidder to the applicable department Manager.
9. The department Manager shall provide the tender documents or technological equivalent upon every request accompanied by payment of any required fee thereto.

10. Tenders shall comply with the following minimum conditions. A Bidder's failure to comply with any of these conditions shall result in disqualification of the tender.
 - (a) The tender form or format supplied by the Corporation shall be used.
 - (b) A tender must be received by the Clerk at the appropriate location on or before the closing date and time.
 - (c) All tenders must be legible and written in ink or typewritten.
 - (d) Tenders and Adjustments to tenders submitted by telephone, facsimile transmission or e-mail, shall not be considered. A Bidder wishing to make adjustments to a submitted tender must supercede it with a subsequent tender or letter enclosed in a tender envelope or equivalent received on or before the closing date and time.
 - (e) All tender forms must be duly executed as required.
 - (f) All required documents, such as agreements to bond or tender deposits, shall be enclosed in the same tender envelope as the tender.
 - (g) All tender envelopes or technological equivalent shall be sealed or secured.
 - (h) The tender deposit shall be in the form specified in the tender documents. Where a deposit cheque is required, it must be certified or a bank/trust company draft.
 - (i) All mandatory requirements stipulated in the Township's Request for Tender document must be met.

11. The Tender Opening Committee or Council may reject a tender if:
 - (a) all items have not been bid, where stipulated, with the unit price for every item clearly shown;
 - (b) alternative tenders have been submitted where not requested in the tender documents;
 - (c) the tender has been qualified by additions or alterations to the tender form, where not requested in the tender documents;
 - (d) the tender envelope supplied by the Corporation has not been used;

- (e) erasures, strikeouts, or over-writing have not been initialed by the signing party;
- (f) it contains an arithmetic error;
- (g) an insufficient bid/contract security has been submitted.

TENDER DEPOSITS

- 12. (a) Where tender deposits are required, the Treasurer shall determine the form of deposit.
- (b) In cases where the amount of the contract is not likely to represent the importance or extent of the contract, the Treasurer may increase or decrease the amount of tender deposit otherwise required or not request a deposit.
- (c) The Treasurer shall retain, in safe-keeping, the deposits of the three lowest tenders until an award has been determined, accepted, and a contract executed. All other tenders deposits will be returned forthwith.
- (d) Should a tender not be awarded, the Treasurer shall forthwith arrange the return of tender deposits to the Bidders.
- (e) The tender deposit may be used to mitigate costs or damages to the Corporation where a successful Bidder fails to execute the contract or furnish any required documents within ten calendar days or as specified within the tender documents after notice to him to do so, or where a Bidder withdraws his tender after tenders have been opened.

ADDENDA, EXTENSION OF TIME AND CANCELLATION

- 13. (a) Where it is deemed necessary by the department Manager to revise the tender documents, an addendum shall be forwarded to every person who obtained tender documents for the contract. The addendum shall be attached to all tender forms not yet distributed.
- (b) Where an addendum is prepared too late to allow notification by mail, every person who obtained tender documents for the contract shall be notified by telephone, facsimile, or technological equivalent.
- 14. (a) Where it is deemed necessary by the department Manager to extend the closing date, an advertisement setting out the extension may be inserted in the electronic medium or publication in which the original advertisement

appeared, and every person who obtained tender documents shall be notified of the extension by telephone, facsimile or technological equivalent and Council shall be advised.

- (b) Where a closing date has been extended, all Bidders shall be advised that any tenders submitted prior to the giving of the extension will be returned upon request.
15. (a) Where it is deemed necessary by the department Manager to cancel a tender call, an advertisement may be placed in the electronic medium or publication in which the original advertisement appeared stating that the tender call has been cancelled and every person who obtained tender documents shall be notified by telephone, facsimile or technological equivalent of the cancellation and Council shall be advised.
- (b) Where a tender call is cancelled prior to closing, no tenders shall be accepted. All tenders received shall be returned unopened by registered mail with a covering letter.

RECEIVING TENDERS

16. (a) The Clerk shall provide a secure place for the safekeeping of tenders.
- (b) Every tender envelope received shall be noted with the date and time received and forthwith deposited unopened in the secured place.
- (c) Tenders received after the closing time shall be returned unopened to the Bidder together with a covering letter. Where no return address is indicated on a late tender envelope, the envelope shall be opened, the address obtained and the tender returned together with a covering letter setting out why the envelope was opened.
- (d) The Clerk shall maintain a list of all bids received. This list shall remain confidential until the time of tender opening. This list shall be used for recording the tender prices at the tender opening.
- (e) Should a technological process be available, which would satisfy procedures (a) through (d) above, it may be implemented.

WITHDRAWAL OF TENDERS

17. (a) A Bidder may withdraw his tender prior to the closing time. Withdrawal requests shall be directed to the Clerk by letter,

facsimile, or in person. A withdrawal request made by telephone shall not be considered. All withdrawal requests made in person shall require a written withdrawal request.

- (b) Tender withdrawal requests on behalf of a corporation must be made by an officer of that corporation.
- (c) Tenders withdrawn prior to closing shall be returned unopened to the Bidder.
- (d) The withdrawal of a tender does not disqualify a Bidder from submitting another tender on the same tender call prior to the closing time.
- (e) Withdrawal requests received after the closing time shall not be considered.

TENDER OPENING

- 18. (a) Tenders shall be opened at a public meeting at a time and location specified in the tender documents.
- (b) The Tender Opening Committee as defined in the Procedures Bylaw shall open the tenders.
- (c) Tender envelopes which do not indicate the contract number or the tender's name shall be opened and placed with other tenders for that contract.
- (d) The Clerk shall announce for each contract the contract number, the contract description, the tender requirements, the name of the Bidder, and the total amount of the tender.
- (e) Where two or more tenders are submitted in the same tender envelope, the one bearing the lower price shall be considered as the tender.
- (f) Where two or more tenders are submitted by the same Bidder, and no withdrawal request has been received, and where both tenders are identical, only the tender received at the latest time shall be considered.
- (g) Should a technological process be available which satisfies procedures (a) through (f) above, it may be implemented.

- (h) The Tender Committee shall prepare a report to Council.

WITHDRAWAL OF TENDER DURING TENDER OPENING

- 19. (a) Where more than one contract is opened at the same tender opening, a low responsive and responsible Bidder on a contract may withdraw their tenders on the remaining contract or contracts.
 - (b) The withdrawal shall be accompanied by a signed notice of withdrawal which must be received by the Clerk prior to the reading out of any tenders on the contract to which it applies.
 - (c) The Tender Committee shall not read out the bid amount of a withdrawn tender.
 - (d) Every withdrawal under this section is final.
20. Immediately following the opening of tenders, every tender shall be checked to ensure compliance with the requirements of this schedule.

AWARD OF CONTRACT

- 21. A report for Council respecting the award of the contract be prepared by the department Manager and the report shall remain confidential until it is distributed to Council.
- 22. In considering a contract award, the department Manager shall recommend that the award of the contract be made to the lowest responsive and responsible Bidder. In determining "responsive and responsible Bidder", the Manager shall consider the following, assuming the bid contains no major irregularities.
 - (a) The Bidder's past record, if any, in performing work on behalf of the Corporation, and the ability, capacity and skill of the Bidder to perform the contract;
 - (b) Whether the Bidder can perform the contract promptly or within the time specified without delay or interference;
 - (c) The quality of performance of previous contracts or services;
 - (d) The sufficiency of the financial resources and ability of the Bidder to perform the contract;

- (e) The quality, availability and adaptability of the supplies or services to the particular use required;
 - (f) The number and scope of conditions attached to the tender;
 - (g) Any other evaluation criteria as indicated in the Request for Tenders document.
23. (a) Where any of the tender or deposit requirements have not been met, the tender shall be considered an "Improper Tender".
- (b) The department Manager shall note in the written analysis every Improper Tender and shall state the reason the tender is considered improper.
24. If two or more low tenders are submitted in the same amount, the department Manager shall include in the written analysis the method by which the award of the contract is recommended.
25. The department Manager following the approval as required of the award of the contract, shall notify the successful Bidder.
26. Where a formal contract is required, it shall be submitted to the successful Bidder, for execution.
27. As soon as the executed contract and any other required documents are returned to and found acceptable by the department Manager, a bylaw will be prepared to authorize the Mayor and Clerk to sign the tender. Tender deposits of the second and third lowest Bidder's shall be returned to them.
28. (a) Where a contract has been awarded and the successful Bidder fails to execute the contract or any other required documents within the specified time the Department Head may:
- (i) grant the successful Bidder additional time to fulfill the requirements; or
 - (ii) award the contract to the second lowest Bidder; or
 - (iii) cancel the contract.

**SCHEDULE "D" TO BYLAW NO. 2004.82
POLICY AND PROCEDURES
PURCHASING CARD SYSTEM**

1.0 INTRODUCTION

1.1 Purpose and Scope

The Purchasing Card is to be used for goods and services that can be supplied and received within a maximum period of five (5) working days.

1.2 Authority

This policy will provide department managers the ability to empower approved employees within their departments or areas of responsibility to use a Purchasing Card to purchase low-dollar value goods and services up to \$3,000.00 per transaction including shipping, handling and taxes.

1.3 Forms

Employee Acknowledgment of Responsibilities and Obligations Form (Appendix "A" to this Schedule).

(Bank) Purchasing Card Application (Appendix "B" to this Schedule).

Card Holder Maintenance Form (Appendix "C" to this Schedule).

Purchasing Card 'Services' Disclaimer and Contractor Requirements (Appendix "D" to this Schedule).

1.4 Inquiries

1.4.1 Inquiries related to the accounting aspects of this policy should be addressed to the Manager of Corporate Services/Treasurer.

1.4.2 Inquiries related to the purchasing aspects of this policy should be addressed to the Manager of Corporate Services/Treasurer through the Accounts Payable/Payroll Clerk.

1.4.3 Inquiries relating to any of the following should be addressed directly to the Canadian Imperial Bank of Commerce Commercial Card Centre

a) disputed charges on cardholder billing statement.

b) declined authorizations

2.0 **POLICY**

- 2.1 The Manager of Corporate Services/Treasurer is responsible for the Purchasing Card co-ordination function within the Township.
- 2.2 Each Purchasing Card will have a unique number, and will be issued in the name of the Township of Ramara and the name of the employee who has been authorized to use that card. The card is not transferable to, or to be used by any other employee for his/her purposes, even if that other employee is authorized to use a Purchasing Card on behalf of the Township.
- 2.3 Department Managers have been delegated purchasing and approval signing authority for low-dollar-value purchases, subject to the applicable minimum signing authorities below:

<u>Expense By:</u>	<u>Signing Authority:</u>
Staff	Department Manager
Department Head	Chief Administrative Officer
C.A.O.	Manager of Corporate Services/Treasurer

- 2.4 The Purchasing Card will only be issued to those employees, approved by department Managers, who occupy positions with delegated low-dollar-value purchasing authority. The Manager of Corporate Services/Treasurer may authorize a Purchasing Card for the Chief Administrative Officer.
- 2.5 Each card will be assigned an individual prescribed transaction limit. No single transaction (including shipping, handling and sales taxes) can exceed this prescribed limit, which will be up to \$3000.00 as delegated by each department Manager and the Manager of Corporate Services/Treasurer. Under no circumstances is a transaction to be "split" into two or more transactions a) to bypass the single transaction dollar limit, or b) to circumvent the \$3000.00 informal quotation requirements.
- 2.6 Each card will also be assigned a monthly credit limit, which cannot be exceeded in any 30 day statement period. The credit limit will be restricted to \$5,000.00. If either of the individual transaction limit or monthly credit limit is exceeded by a transaction, the transaction will be refused by VISA.

- 2.7 Some vendors can be "blocked" from usage in the program. As well as cash advances, the blocking of transactions will be tailored to accommodate the purchasing needs of each individual cardholder. Blocking activity is pre-approved by the department Manager and Manager of Corporate Services/Treasurer.

Removal of any blocks or change of limits will only be approved by the Treasurer. Under no circumstances will any temporary card privileges be allowed.

- 2.8 Purchasing Cards must not be used:

- a) when the total purchase price exceeds the approved transaction limit of the card, including taxes;
- b) when the cost of the goods or services would be increased as a result of using the card and an alternative method of payment is available;
- c) when the vendor is unable;
- d) for seminars, conferences or conventions related travel costs including airlines, car rental and restaurant, and any hospitality or entertainment expenses, unless pre-authorized approval is received from the CAO on the card application form or amendment thereof;
- e) for personal vehicles being used on Township business, charges for miscellaneous operating and maintenance expenses including the purchase of parts for the repair of personal vehicles, gas, oil, etc.;
- f) for purchasing goods and services which require special approval, (i.e.: computer hardware/software);
- g) for personal purchases of any kind;
- h) to obtain cash advances;

Note: 1) Cardholders who are not in compliance with the above restrictions will have their card privileges revoked and face disciplinary measures.
2) The card may be used to release goods within established blanket contracts.

- 2.9 No cardholder may accept cash or a cheque from a vendor who is making a refund pertaining to a transaction previously charged to a Purchasing Card account. A credit voucher must be issued by the vendor in all cases.

- 2.10 Every cardholder shall be informed in writing of his or her responsibilities and restrictions regarding the use of the Purchasing Card and shall agree to them in writing (See Section 3.1 and Appendix "A" of this Schedule). Cardholders will be held liable for any misuse, willful disregard of policies or operating procedures and any fraud or collusion which results in loss of integrity to the Township.
- 2.11 The Purchasing Card carries corporate, not individual liability. A central Visa billing will be paid by Accounts Payable each month. To avoid incurring late charge fees, Accounts Payable will be responsible for making a payment to the Bank on behalf of all cardholders within 21 days following the monthly statement date.
- 2.12 The liability for authorized charges on the Purchasing Cards rests with the Township.

3.0 RESPONSIBILITIES

3.1 The Cardholder is responsible for:

- a) adhering to all conditions and restrictions imposed on the Purchasing Card by the Township and the Canadian Imperial Bank of Commerce;
- b) submitting the Employee Acknowledgement of Responsibilities and Obligations form to the Treasurer. (See Appendix "A" of this Schedule).
- c) ensuring that the Purchasing Card and other documents bearing the card number, i.e. Visa charges and credit receipts, are kept in a secure location with controlled access; this information (Visa receipts, etc.) is to be attached to the edit list from the purchasing system for department Manager approval.
- d) immediately notifying the Canadian Imperial Bank of Commerce, the department Manager and the Manager of Corporate Services/Treasurer of any loss or theft of the card;
- e) returning the card to the Manager of Corporate Services/Treasurer for cancellation, as appropriate, through the department Manager;
- f) maintaining a Purchase Register, on a monthly basis, for all purchases made with the Purchasing Card; said register to be signed by the Cardholder and the designated signing authority;
- g) resolving disputed charges with the assistance of the Accounts Payable/Payroll Clerk, as required;

- h) keeping supporting documentation, (i.e.: cash register and credit card receipts, vendor notices, Purchasing Register, etc), related to all purchases made with the Purchasing card and forwarding same to the Accounts Payable/Payroll Clerk.
- i) obtaining the required M.S.D.S.'s for all WHMIS controlled products purchased with the Purchasing Card and immediately forward a copy to Health and Safety Committee.
- j) ensuring that all vendors performing service work have the required comprehensive liability insurance, proof of current registration and good standing with the Workplace Safety Insurance Board (WSIB) and comply with the Health and Safety requirements;

3.2 The department Managers are responsible for:

- a) assessing the need for Purchasing Cards based on operational requirements;
- b) identifying the employee(s) who will be authorized to make low-dollar-value purchases through the use of a Purchasing Card;
- c) establishing, with the approval of the Manager of Corporate Services/ Treasurer, the monthly credit limits and transaction limits and merchant blocking for each cardholder;
- d) preparing and submitting the appropriate bank forms and other pertinent information to the Manager of Corporate Services/Treasurer for the issuance or immediate cancellation of cards, increases or decreases to the approved credit limits, change of address or change in department, or area of responsibility. (See Section 4.3 of this Schedule)
- e) ensuring that each cardholder is informed of his/her responsibilities regarding the use of the Purchasing Card;
- f) ensuring that the use of Purchasing Cards conforms to department and corporate policy and procedures;
- g) monitoring and controlling the utilization of Purchasing Cards within their department or area of responsibility;
- h) reviewing and approving, on a monthly basis, all purchases charged to their budget, subject to the minimum applicable signing authorities see Section 2.3 of this Schedule;

- i) that tax exemptions, i.e. Fire vehicle repairs, are taken at time card is provided to the vendor. Accounts Payable has the appropriate Provincial tax exemption certificates.

3.3 The Accounts Payable/Payroll Clerk is responsible for:

- a) the Purchasing Card payment function;
- b) assisting the cardholders to resolve disputed charges, as required. (See Section 3.1g of this Schedule)

3.4 The Manager of Corporate Services/Treasurer is responsible for:

- a) authorizing the issuance or withdrawal of Purchasing Cards with the Canadian Imperial Bank of Commerce;
- b) processing increases or decreases to credit limits, as requested by department Managers, and approved by the Manager of Corporate Services/Treasurer;
- c) processing bank forms with respect to changes of address and changes of department or area of responsibility, as requested by department Managers;
- d) compiling and reporting pertinent Purchasing Card data to the department Managers, as required;
- e) providing co-ordination with respect to monitoring the overall utilization of Purchasing Cards within the Township;
- f) ongoing staff training;
- g) developing corporate policies and procedures on low-dollar-value purchasing for goods and services;
- h) reviewing the conduct of all purchasing card activity on a random basis and implementing corrective activities when warranted.

ACKNOWLEDGEMENT OF RESPONSIBILITIES AND OBLIGATIONS OF HOLDERS OF PURCHASING CARDS

I, _____, acknowledge receipt of Purchasing Card issued by the Canadian Imperial Bank of Commerce associated with Account Number _____ (the "Card"). I acknowledge that the Card has been issued to me to make purchases and approve payments required in the course of my regular duties of employment with the Township of Ramara. I fully understand that the purchases made and the payments approved using the Card is to be as authorized by my department head in accordance with the Township of Ramara's Purchasing and Purchasing Card Policies (the "Policies").

I acknowledge receiving a copy of the "Policies" of the Corporation of the Township of Ramara. I have read and fully understand all of the requirements and obligations set out in the "Policies" and I agree to comply with and be bound by them.

If I cease to be employed by the Township of Ramara for any reason or event, I agree to return this Purchasing Card immediately and without further transactions.

Cardholder's Signature: _____ Date: _____
YY/MM/DD

Department Manager's Signature: _____ Date: _____
YY/MM/DD

Manager of Corporate Services/Treasurer's Signature: _____ Date: _____
YY/MM/DD

Cardholder Limitations

Cardholder's/Manager of Corporate Services/Treasurer's Initials

1. Per purchases dollar limit is \$ _____

2. Card has been signed by cardholder _____

3. Total monthly credit limit of card is \$ _____

4. Limitations on type of business:

YY/MM/DD

SCHEDULE "E" TO BYLAW 2004.82

POLICY AND PROCEDURES Disposal of Surplus Equipment and Materials

This policy is intended to provide guidelines for the disposition of surplus equipment and materials.

1. Subject to # 2, # 3 and # 4 of this Schedule, any property belonging to the Township declared surplus (hereafter called "surplus equipment") by the respective department Manager shall be disposed of only by means of public tender or quotation after approval has been received from the Manager of Corporate Services/Treasurer, provided that any usable surplus equipment has first been offered to other user departments, Library Board and Community Centre Boards.
2. If it is determined that a higher return of net of disposal costs can be achieved by sale of surplus equipment to the original vendor or vendors in that line of business, the Manager of Corporate Services/Treasurer shall sell such equipment at the highest return after first obtaining the approval of the CAO and such equipment shall be excluded from this policy.
3. If the value of the surplus equipment is deemed to nil, the CAO, the Manager of Corporate Services/Treasurer and the department Manager shall decide on the best method for liquidation or disposal and such surplus equipment shall be excluded from this policy.
4. The sale of Township land shall be excluded from this Policy.
5. Surplus equipment includes all items that:
 - (a) are not consumable, such as supplies.
 - (b) are totally owned by the Township or not partially owned by any Ministry of the Province, or Firefighters Association.
 - (c) cannot be traded in on purchase of replacement equipment or the trade-in value is considered unreasonable.
 - (d) are declared and approved as surplus equipment by the Manager of Corporate Services/Treasurer.
6. The department Manager shall obtain approval from the Manager of Corporate Services/Treasurer of the value of the surplus equipment and such amount shall be established as the Reserve Bid Amount.

7. The Manager of Corporate Services/Treasurer shall offer for sale all the surplus equipment in the following sequence:
 - (a) To all departments, the library and Community Centre Boards, at the Reserve Bid Amount, on a first come first serve basis.
 - (b) To all area municipalities and the County at the Reserve Bid Amount by forwarding the information on the surplus equipment to the Clerks of the municipalities.

8. Any remaining surplus equipment shall be offered for sale to the public and staff in the following manner:
 - (a) A notice briefly describing the surplus equipment and advising that written offers to purchase will be accepted up to an appointed closing date and time should be posted on all bulletin boards in the Administration Building, and Libraries, including the public bulletin boards, at all outlying Township facilities and the Township web site.
 - (b) After the appointed closing date and time, the written offers to purchase will be opened by the Manager of Corporate Services/Treasurer.
 - (c) The surplus equipment shall then be offered for sale to the highest bidder provided the highest bid equals or exceeds the Reserve Bid Amount.
 - (d) Should the highest bid not equal or exceed the Reserve Bid Amount, the CAO, the Manager of Corporate Services/Treasurer and department Manager shall determine the best and fairest method of disposing of the surplus equipment and their decision shall be final.

9. When the equipment being disposed of is computer equipment that may include digital storage media (e.g.: computer hard drives), the risks associated with software license violation and disclosure of confidential information will be minimized as follows:
 - (a) For transfer of computer equipment outside of the corporation:
 - (i) The department Manager will identify whether or not the equipment being transferred externally contains any digital storage media. The department Manager will also locate any drivers that are available in their original format and any software (with licenses) that are being included in the sale of computer equipment.

- (ii) Where the transfer includes digital storage media, the equipment will be taken to the Township's computer service supplier to completely erase (e.g.: low-level format) the media, but will not re-install nor re-configure any hardware drivers or software. If the sale includes software and hardware drivers, these will be included in their original formats.



THE CORPORATION OF THE TOWNSHIP OF RAMARA

Proud History - Progressive Future

MEMO TO: Office Staff
Works Department
Building & Planning Department
Water/Wastewater Department

FROM: Audrey Lee,
The Joint Health & Safety Committee Co-Chair

DATE: September 27th, 2004

SUBJECT: Health & Safety Responsibilities
When hiring Contractors

The contractor is to show proof of current registration and proof of good standing with the Workplace Safety Insurance Board by providing a WSIB Independent Operator Status to the department contracting the service. Project contractors are to provide proof of good standing with the WSIB.

When the Township is in the process of hiring a contractor or sub-contractor, the department Manager in charge must supply a copy of our Health and Safety Policy and Procedure Manual, Policy # RHS - 1, section E and F for their information. Upon receiving and reading the policy provided, the contractor or sub-contractor must sign a form stating that they have read and understand the policies and procedures and will follow the guidelines that have been set out. This form is then filed with their contract and proof of good standing at the Municipal Office.

These forms are available upon request from the Joint Health & Safety Committee Co-Chair, Audrey Lee, at the Municipal Office.

THE CORPORATION OF THE TOWNSHIP OF RAMARA

BYLAW NUMBER 2008.05

PROCEDURE BYLAW

BEING A BYLAW TO GOVERN THE CALLING, PLACE AND PROCEEDINGS OF MEETINGS

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 238(2) provides that every municipality and local board pass a procedure bylaw for governing the calling, place and proceedings of meetings.

AND WHEREAS Council of the Corporation of the Township of Ramara deems it expedient to adopt a new procedure bylaw in accordance with the Municipal Act, 2001 and to repeal its existing procedure bylaw and all amendments thereto.

NOW THEREFORE the Council of The Corporation of the Township of Ramara enacts as follows:

1. DEFINITIONS

For the purpose of this bylaw the following words shall have the meaning given herein:

- 1.1 "Calendar Year" means the period from January 1st of any one year to and including December 31st of the same year;
- 1.2 "Chairperson" means the Mayor or Presiding Officer of the meeting;
- 1.3 "Clerk" means the Clerk of The Corporation of the Township of Ramara;
- 1.4 "Committee" means any advisory or other committee, subcommittee or similar entity of which at least 50% of the members are also members of one or more Councils;
- 1.5 "Committee of the Whole" means a committee of all the members elected to Council;
- 1.6 "Confirmation Bylaw" means a bylaw of Council that adopts all resolutions passed at a Council meeting;
- 1.7 "Council" means the Council of The Corporation of the Township of Ramara;
- 1.8 "Head of Council" means the Mayor;
- 1.9 "Holiday" means any holiday as defined in the Retail Business Holidays Act, R.S.O. 1990, Chapter R.30, Section 1(1), and includes Family Day, Easter Monday, Boxing Day and Civic Holiday;
- 1.10 "Items of Information" means a list of items on the agenda for information purposes only, but any of which may be transferred on to the agenda for consideration;
- 1.11 "Local Board" means a body of local authority established or exercising any power under any Act and appointed by Council with respect to the affairs of this municipality of which less than 50% are members of Council;

- 1.12 "Meeting" means any regular, special, committee or other meeting of Council;
- 1.13 "Member" means a member of the Council or Committee and includes the Head of Council or Chair;
- 1.14 "Presiding Officer" means the Mayor, or in his absence, the Deputy Mayor or the Chairperson of a Committee;
- 1.15 "Recorded Vote" means the recording of the name and vote of every member present on any matter of question;

2. GENERAL

- 2.1 All meetings of Council and Committee of the Whole shall be held at the Municipal Building, 2297 Highway #12, Brechin, unless varied by this bylaw.
- 2.2 In the event of an emergency and the Municipal Building is not available, Council may meet at a convenient location within or outside of the Township.
- 2.3 The Mayor may cancel any meeting of Council or Committee if he/she is of the opinion that weather conditions or an emergency warrants. The Clerk shall inform the members, the media and any person who he believes will be attending.
- 2.4 The rules and regulations contained in this bylaw shall be observed in all proceedings of the Council, Committee of the Whole, and Special Committees of Council, and shall be the rules and regulations for the order and dispatch of business. These rules and regulations do not apply to Local Boards.

The "Roberts Rules of Order" shall be the basis of interpretation of questions of procedure or order, providing that the existing procedure bylaw does not cover the question.

- 2.5 All meetings of the Council, Committee of the Whole and Special Committees shall be open to the public, except that they may be closed to the public if the subject matter being considered is:
 - 2.5.1. the security of the property of the Municipality or Local Board;
 - 2.5.2. personal matters about an identifiable individual, including municipal employees;
 - 2.5.3. a proposed or pending acquisition or disposition of land by the Municipality;
 - 2.5.4. labour relations or employee negotiations;
 - 2.5.5. litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality;
 - 2.5.6. advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

2.5.7. a matter in respect of which a council, board, committee or other body has authorized a meeting to be closed under another Act.

NOTE: A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act, if the Council is designated as head of the institution for the purposes of that Act.

NOTE: A meeting shall be closed to the public as required under the provisions of the Emergency Management Act if the subject matter being discussed includes: a trade secret, or scientific, technical, commercial, financial or labour relations information supplied in confidence; or, personal information.

NOTE: If Council determines a document is no longer confidential and can be dealt with in an open meeting, and is subsequently discussed in public, the document is immediately no longer considered confidential.

2.6 Before holding a meeting or part of a meeting that is to be closed to the public, Council, Committee of the Whole and Special Committee shall state by resolution:

2.6.1. The fact of the holding of the closed meeting;

2.6.2. The general nature of the matter to be considered at the closed meeting.

2.7 Where any member has a pecuniary interest, either direct or indirect, in any question, the member shall at the first opportunity disclose his interest and shall refrain from taking part in the discussion and from voting on the particular question.

2.8 Except as provided by law, a person not a member of the Council or Committee shall not be allowed to address the Council or Committee except upon approval of that body in accordance with this Bylaw. Persons addressing the Council or Committee shall confine their remarks to the stated business.

3. INAUGURAL MEETING

3.1 The purpose of the Inaugural meeting is to administer the oath of office to the Mayor, Deputy Mayor and members of Council and to appoint the Council Liaison Persons as described in Section 30 of this bylaw.

3.2 The Inaugural meeting of the newly elected Council after a regular election shall be held at a time and location within the municipality as determined by the Council-elect. In the event of inclement weather or any reasonable event where the meeting cannot be held, the Council-elect shall determine the alternate time or alternate location. The inaugural meeting shall be held within 31 days of commencement of the term of Council.

3.3 The Council-elect shall be responsible for the content and format of the agenda for the Inaugural Meeting and all arrangements for the Inaugural proceedings including the selection of the officiating clergy person.

3.4 As soon as possible after the municipal election, the Clerk shall call an informal meeting of the Council-elect to decide the inaugural. This informal meeting shall not be considered a meeting of Council within the definition of the Municipal Act.

4. COUNCIL MEETINGS

- 4.1 The purpose of a Council meeting is to transact all corporate affairs at a duly convened time and place and with adequate notice. The role of Council is as set out in the Municipal Act.
- 4.2 The Council shall hold its regular meetings in the Council Chambers of the Municipal Building, unless otherwise specified, every three weeks on a Monday at 7:00 p.m., and as otherwise established by Council or on such other day as may be determined from time to time by resolution of the Council. In the event that such a day is a holiday, or a day on which a municipal election is being held, in which case the Council shall not meet until the next scheduled day, the same not being a holiday, or a day on which a municipal election is being held. Council shall by resolution in the previous year determine the meeting dates.
- 4.3 Where a regular meeting of the Council is to be held at a time or day other than as set out in Section 4.2 above, the Council shall give notice at least five days in advance of such meeting and in accordance with the notice provisions in the Procedures for Notices Bylaw.
- 4.4 Notwithstanding Section 4.3 above, if a person with a disability wishes to address Council, the Clerk shall schedule the regular meeting to take place at an accessible location and advise the Council and public accordingly.
- 4.5 It shall be the responsibility of the Clerk to forward the agenda and background information for regular Council meetings a minimum of 48 hours in advance of the meeting. Additions to the agenda of regular meetings shall be available to members a minimum of one hour prior to the meeting.
- 4.6 Council may at any time resolve itself into Committee of the Whole.

5. COUNCIL MEETINGS UNDER THE PROVISIONS OF THE PLANNING ACT

- 5.1 The purpose of a Council meeting under the provisions of the Planning Act is to hold required public meetings on planning applications as required by the Planning Act at a duly convened time and place with notice as required by the Planning Act.
- 5.2 This Council shall hold its meetings, as required, at the Udney Community Centre, unless otherwise specified in the notice, every three weeks on a Monday at 7:00 p.m., prior to Planning Committee, and as otherwise established by Council or on such other day as may be determined from time to time by resolution of the Council.
- 5.3 It shall be the responsibility of the Clerk to forward the agenda and background information for these Council meetings a minimum of 48 hours in advance of the meeting. Additions to the agenda of these meetings shall be available to members a minimum of one hour prior to the meeting.

6. SPECIAL COUNCIL TOWNHALL MEETINGS

- 6.1 Special Council Townhall meetings are to be held annually at each of the following locations: Atherley, Joyland Beach, Brechin Legion and either Longford Mills or Ramona.
- 6.2 The purpose of Special Council Townhall meetings is to allow deputations on any municipal issue, receiving of petitions and questions by our residents. The Mayor shall chair the meetings, each Council liaison shall respond to the questions asked within their area of jurisdiction and the Managers of the five service areas shall attend to assist in answering all concerns raised.

7. SPECIAL COUNCIL MEETINGS

- 7.1 The purpose of a Special Council meeting is to transact an item or items of corporate affairs where the circumstances will not permit the matter to be transacted at a regularly scheduled Council meeting.
- 7.2 The Mayor may at any time call a special meeting and upon receipt of the petition of the majority of the members of Council, the Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition. Except in the case of a disaster, twenty-four hours notice of all special meetings of the Council shall be given to the members through the Clerk's office.
- 7.3 The notice calling a special meeting of the Council shall state the business to be considered at the special meeting and no business other than that stated in the notice shall be considered at such meeting except with unanimous consent of all Council members.

8. COMMITTEE OF THE WHOLE MEETINGS

- 8.1 The purpose of the Committee of the Whole is to evaluate staff or consultant recommendations or other items referred to it for discussion and to develop policies, practices and responses for Council to consider.
- 8.2 Committee of the Whole shall hold its regular meetings as follows:
 - 8.2.1 General Committee meetings shall take place in the Council Chambers of the Municipal Building, unless otherwise specified, on a Monday at 7:00 p.m., and as otherwise established by Committee or on such other day as may be determined from time to time by resolution of the Committee.
 - 8.2.2 Planning Committee and Special Planning Council meetings shall take place at the Udney Community Centre, unless otherwise specified, on a Monday at 7:00 p.m., or immediately following a Council meeting held under the provision of the Planning Act, and as otherwise established by Committee or on such other day as may be determined from time to time by resolution of the Committee.
 - 8.2.3 In the event that the scheduled day is a holiday, or a day on which a municipal election is being held, in which case the Committee shall not meet until the next scheduled day, the same not being a holiday, or a day on which a municipal election is being held. Council shall in the previous year determine the meeting dates.

- 8.3 Committee of the Whole shall be divided into two committees, both of which shall be comprised of all the members of Council:
- 8.3.1. Planning Committee will meet as Committee of the Whole to discuss and recommend to Council on all planning and development matters, as set out in Section 4 of Schedule "A" attached to this bylaw and to receive deputations on planning applications;
- 8.3.2. General Committee will meet as Committee of the Whole to discuss and recommend to Council on all other corporate matters, as set out in Sections 1, 2, 3, 5 and 6 of Schedule "A" attached to this bylaw;
- 8.4 It shall be the responsibility of the Clerk to forward the agenda and background information for regular Committee of the Whole meetings a minimum of forty-eight hours in advance of the meeting. Additions to the agenda shall be available to members a minimum of one hour in advance of the meeting.
- 8.5 Committee of the Whole shall recommend to Council in report format. Any recommendation of a Committee, once adopted by the Council, shall be considered and deemed to be the proceedings of the Council.
- 8.6 *Members of the Committee of the Whole may meet from time to time in addition to the times specified in this bylaw, for the purpose of considering any matter or thing referred to it and to report. The Mayor may call a Committee of the Whole meeting at any time and upon receipt of the petition of the majority of the members of the council, the Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition. Twenty four hours notice of all special meetings shall be given to the members by the Clerk's office, stating the purpose of the meeting and matters to be considered.*

9. MEETINGS OF SPECIAL COMMITTEES

- 9.1 Council may appoint a special committee for a purpose established by Council. Council shall determine the membership, chairperson, mandate and terms of reference.
- 9.2 Meetings of the Special Committees of Council shall be held at times and locations as established by that body. The Mayor and Clerk shall be advised of the particulars.
- 9.3 The Chairperson may at any time call a meeting of the Special Committee or upon receipt of the petition of the majority of the members of the Committee, the Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition.
- 9.4 It shall be the responsibility of the Clerk to forward the agenda for meetings of Special Committees a minimum of forty-eight hours in advance.
- 9.5 Special Committee of Council shall recommend to Council in report format. Any recommendation of a Special Committee, once adopted by the Council, shall be considered and deemed to be the proceedings of the Council.

10. ADJOURNMENT

10.1 The hour for adjournment for evening meetings shall be 11:00 p.m. The Council, Committee of the Whole or Special Committee shall always adjourn by that hour unless this rule is temporarily suspended by a resolution carried by an unanimous vote of the members present.

11. ORDER OF PROCEEDINGS OF COUNCIL AND COMMITTEES

11.1 As soon after the hour fixed for the meeting as there is a quorum present, the Presiding Officer shall take the Chair and call the members to order. A majority of the members shall constitute a quorum.

11.2 Where the Mayor advises the Clerk that he/she will not be present, the Deputy Mayor shall preside during the meeting. When the Chairperson of a Special Committee advises the Clerk he/she will not be present, the members shall choose one amongst themselves to be Chairperson.

11.3 In case the Mayor does not attend Council or Committee of the Whole within fifteen minutes after the time appointed and unless the Clerk has received prior notice of his/her absence, the Deputy Mayor shall call the members to order and if a quorum is present, shall preside during the meeting or until the arrival of the Mayor.

11.4 In case the Presiding Officer does not attend a Special Committee meeting within 15 minutes after the time appointed, and unless the Clerk has received prior notice of his/her absence, the Clerk, if a quorum is present, shall call the members to order. An Acting Chairperson shall be chosen from the members present who shall preside during the meeting or until the arrival of the Presiding Officer.

11.5 While presiding, the Deputy Mayor or the Acting Chairperson chosen shall have all the powers of the Mayor or the Chairperson and shall be entitled to vote as a member.

11.6 If a member cannot attend a meeting, notification shall be made to the Clerk.

11.7 If there is no quorum within thirty minutes after the time appointed for the meeting, the Clerk shall call the roll and record the names of the members present and the meeting shall stand adjourned until the next regular meeting or until a special meeting is called.

11.8 In the absence of the Mayor and Deputy Mayor, the Councillor with the most years served on Council shall be appointed Acting Mayor and have all the powers of the Mayor. In the event that two members of Council have served the same amount of years on Council, the appointment of Acting Mayor shall be alphabetical using their surname.

11.9 At Committee of the Whole meetings, the Mayor shall call the meeting to order and preside except that the Council Liaison Member appointed under Section 30 of this bylaw shall Chair that section of the agenda that references their area of jurisdiction.

12. DUTIES OF THE PRESIDING OFFICER

The Presiding Officer shall:

- 12.1 Preserve order and decorum, decide questions of order (subject to an appeal by any member) and, without unnecessary comment, cite the rule or authority (as commonly accepted under parliamentary procedures) applicable to the case, if called upon to do so.
 - 12.1.1. Where a Member appeals the decision of the Presiding Officer on a question of order, the Council, Committee of the Whole or Special Committee, as the case may be, shall decide the question and its decision shall be final.
 - 12.1.2. Where a Member persists in a breach of the rules order, the Presiding Officer shall, but only after an affirmative vote of the members present, order the Member in breach to vacate the meeting place.
- 12.2 Open the meeting by taking the Chair and calling the members to order.
- 12.3 Announce the business in the order in which it is to be acted upon.
- 12.4 Receive and submit, in the proper manner, all motions presented by the members.
- 12.5 Put to vote all questions which are regularly moved and seconded, or necessarily arise in the course of proceedings, and to announce the results.
- 12.6 Decline to put to vote motions which infringe on the rules of procedure.
- 12.7 Restrain the members, within the rules of order, when engaged in debate.
- 12.8 Enforce on all occasions the observance of order and decorum among the members.
- 12.9 Call by name any member persisting in breach of the rules of order thereby ordering that member to vacate the meeting place by motion.
- 12.10 Receive all messages and other communications and announce them.
- 12.11 Authenticate, by his signature when applicable, all bylaws, resolutions and minutes.
- 12.12 Represent and support the Council, declaring its decision in all things.
- 12.13 Ensure that the decisions are in conformity with the laws and bylaws governing activities of the Council, Committee of the Whole or Special Committee.
- 12.14 Adjourn the meeting when the business is concluded.
- 12.15 Adjourn the meeting without question put in the case of grave disorder arising in the meeting place.
- 12.16 Be permitted to take part in any debate without leaving the Chair.

13. CONDUCT OF MEMBERS

No member shall:

- 13.1 Speak disrespectfully of Her Majesty the Queen or any of the Royal Family, or of the Governor-General, Lieutenant-Governor or any member of the Senate, the House of Commons of Canada, the Legislative Assembly of Ontario, or another member of Council;
- 13.2 Speak until the member has properly addressed the Presiding Officer and any other member where information is requested or a question asked. Terms such as Your Worship, Chairperson, Mayor, Deputy Mayor or Councillor shall be used.
- 13.3 Use offensive words or unparliamentary language.
- 13.4 Speak on any subject other than the subject in debate;
- 13.5 Criticize any decision except for the purpose of moving that the question be reconsidered;
- 13.6 Disobey the rules, a decision of the Presiding Officer on questions of order or practice, or upon the interpretation of the rules;
- 13.7 Disturb another member of the Council, Committee of the Whole or Special Committee by any disorderly deportment disconcerting to any member speaking;
- 13.8 Be permitted to retake his/her seat at any meeting after being ordered by the Presiding Officer to vacate after committing a breach of any rule without making apology and the consent of the Council, Committee of the Whole or Special Committee expressed by a majority vote of the other members present, determined without debate;
- 13.9 Walk across or out of the meeting place or make any noise or disturbance when the Presiding Officer is putting a question and the member shall occupy his/her seat while a vote is being taken and until the result thereof is declared.

14. RULES OF DEBATE

- 14.1 Every member when speaking to any question or motion shall respectfully address the Presiding Officer.
- 14.2 The Presiding Officer shall designate the member who has the floor when two or more members ask to speak.
- 14.3 When a member is speaking, no other member shall pass between him/her and the Presiding Officer, or interrupt except to raise a point of order.
- 14.4 Any member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.

- 14.5 No member shall speak to the same question for longer than five (5) minutes. With the leave of the Council, Committee of the Whole or Special Committee a supplementary question with a further three (3) minutes may be granted.
- 14.6 A member may ask a question only for the purpose of obtaining facts relevant to the matter under discussion and necessary for a clear understanding thereof.
- 14.7 All questions shall be stated succinctly and questions shall not be used as a means of making statements or assertions.
- 14.8 Questions may be asked only of the mover, previous speaker, Presiding Officer, an official, staff, or consultant of the Township.

15. VOTING ON QUESTIONS

- 15.1 When the Presiding Officer calls for the vote on a question, each member shall occupy his/her seat and shall remain there until the result of the vote has been declared by the Presiding Officer, and during such time no member shall walk across the room or speak to any other member or make any noise or disturbance.
- 15.2 A member of Council may request a recorded vote on any matter where a vote on a question has been called except for a motion of adjournment.
- 15.3 If a member who has voted on a question disagrees with the declaration of the Presiding Officer that the question is carried, or lost, he/she may, but only immediately after the declaration, object to the Presiding Officer's declaration and in the case of Council, require a Recorded Vote to be taken in the manner prescribed in Subsection 15.4 of this bylaw or in the case of a Committee, request a recount of the show of hands.
- 15.4 When a member of the Council requests a Recorded Vote, each member of Council in rotating alphabetical order, shall announce his/her vote upon request openly and individually in the Council unless otherwise prohibited by statute, and the Clerk shall record the same and shall announce the result of the said vote.
- 15.5 When a question is put, every member present at a meeting of the Council, Committee of the Whole or Special Committee shall vote thereon, except when he has any pecuniary interest, direct or indirect in the question. Every member present who is required to vote on a question, but in fact does not vote thereon, shall be deemed to be voting in the negative.
- 15.6 The Presiding Officer (except where disqualified from voting by reason of interest or otherwise) may vote with the members on all questions. Any questions on which there is an equality of votes shall be deemed to be negative and shall be recorded as lost.

16. AGENDA

- 16.1 The Clerk shall have prepared and have either a printed copy or electronic copy of the agenda for the use of the members at the regular meetings of the Council an agenda under the following headings:
 - 16.1.1. Opening of the Meeting by the Mayor;
 - (a) Opening Prayer
 - (b) Remarks by Mayor;

- 16.1.2. Adoption of Agenda and/or Agenda Additions
 - 16.1.3. Adoption of Minutes;
 - 16.1.4. Disclosure of Pecuniary Interest;
 - 16.1.5. Motions of which notice has been previously given;
 - 16.1.6. Public Meetings;
 - 16.1.7. Deputations, Presentations and Receiving of Petitions;
 - 16.1.8. Tender Opening Report;
 - 16.1.9. Communications -Consent Agenda
 - 16.1.10. Reports of Committees;
 - 16.1.11. Items Requiring the Immediate Attention of Council;
 - 16.1.12. Unfinished Business;
 - 16.1.13. Long Term Initiatives;
 - 16.1.14. Announcements and Inquiries - Members of Council;
 - 16.1.15. Notices of Motion;
 - 16.1.16. Question Period for Media and Public dealing with agenda items. (Maximum15 minutes)
 - 16.1.17. Bills and Bylaws;
 - 16.1.18. Closed Session;
 - 16.1.19. Confirmation Bylaw;
 - 16.1.20. Adjournment.
- 16.2 The Clerk shall have either a printed copy or electronic copy of the agenda prepared for the use of the members at the Council meeting under the provisions of the Planning Act an agenda under the following headings:
- 16.2.1. Opening of the Meeting by the Mayor;
 - 16.2.2. Adoption of the Agenda and/or Agenda Additions;
 - 16.2.3. Disclosure of Pecuniary Interest;
 - 16.2.4. Public Meetings;
 - 16.2.5. Adjournment.

- 16.3 The Clerk shall have either a printed copy or electronic copy of the agenda prepared, for the use of the members at the regular meetings of Committee of the Whole, an agenda under the following headings:
- 16.3.1. Opening of the Meeting;
 - 16.3.2. Disclosure of Pecuniary Interest;
 - 16.3.3. Deputations by Township Consultants;
 - 16.3.4. Recommendations of Committee, consultants and staff divided into the following categories:
 - (a) Planning Committee;
 - 16.3.4.a.1. Planning and Development Services
Unfinished or New Business
 - (b) General Committee, on a rotating basis:
 - 16.3.4.b.1. Administration, Finance and Personnel Services
Unfinished or New Business
 - 16.3.4.b.2. Culture and Recreation Services
Unfinished or New Business
 - 16.3.4.b.3. Environmental Services
Unfinished or New Business
 - 16.3.4.b.4. Protective Services
Unfinished or New Business
 - 16.3.4.b.5. Transportation Services
Unfinished or New Business
 - 16.3.4.b.6. Question Period for Media and Public
 - 16.3.5. Closed Session, if required
 - 16.3.6. Adjournment.
- 16.4 Notwithstanding Section 16.3.4 above, the Clerk shall have the authority to schedule planning items at General Committee meetings and general items at Planning Committee meetings as necessary to meet deadlines.
- 16.5 The staff person appointed by the Clerk to the Special Committee shall have prepared and printed for the use of the members at the regular meetings of the Special Committee, an agenda under the required headings.
- 16.6 The business of Council, Committee of the Whole or Special Committee shall in all cases be taken up in the order in which it stands upon the agendas, unless otherwise decided by the members present.

17. MOTIONS AND ORDER OF PUTTING QUESTIONS TO COUNCIL

- 17.1 The following matters may be introduced orally without written notice and without leave;
 - 17.1.1. A point of order or personal privilege;
 - 17.1.2. A motion to comply with a rule of procedure;
 - 17.1.3. A motion to adjourn (not debatable);
 - 17.1.4. A motion that the vote now be taken;
 - 17.1.5. A motion that the Council resolves itself into a Committee of the Whole (not debatable).
- 17.2 Except as provided in Subsection 17.1 above, all motions and notices thereof shall be in writing.
- 17.3 A motion for the previous question shall not be put until all speakers listed have spoken and the mover has replied.
- 17.4 Any motion may be introduced without notice if the Council, without debate, dispenses with notice on the affirmative vote of at least two thirds of the members of Council.
- 17.5 All motions shall be seconded before being put from the Mayor or debated. When a motion is seconded, it shall be read or stated by the Mayor before debate.
- 17.6 After a motion has been read or stated by the Mayor, it shall be deemed to be in the possession of the Council but it may, with the majority consent of the Council members present, be withdrawn by the mover and seconder at any time before decision or amendment.
- 17.7 *Should the Mayor desire to introduce a motion or bylaw, the Mayor shall leave the Chair for that purpose and shall call on the Deputy Mayor to fill his/her place until he/she resumes the Chair.*
- 17.8 A Motion to Amend:
 - 17.8.1. Shall be presented in writing;
 - 17.8.2. Shall receive disposition of the Council before a previous amendment or the question;
 - 17.8.3. Shall not be further amended more than once provided that further amendment may be made to the main question;
 - 17.8.4. Shall be relevant to the question to be received;
 - 17.8.5. Shall not be received proposing a direct negative to the question;
 - 17.8.6. May propose a separate and distinct disposition of a question;
 - 17.8.7. Shall be put in the reverse order to that in which it is moved.

- 17.9 When a motion is under debate, no motion shall be received other than a motion to amend, to defer action, to refer, that the vote now be taken or to adjourn the meeting. A motion that the vote be now taken shall take precedence over any other motion except a motion to adjourn the meeting, and, subject to Section 17.3 shall be put immediately without debate.
- 17.10 No member shall speak to a resolution more than once, without leave from the Mayor, or accept an explanation of the material part of his report, which may have been misunderstood but otherwise shall not be permitted to introduce another matter. A reply shall be allowed to a member who has made a substantive resolution, to any member who has moved an amendment, the previous question and/or instruction to a Committee. Each member shall confine his/her remarks to a limit of three (3) minutes.
- 17.11 Immediately preceding the taking of the vote, the Mayor shall state the question in the precise form in which it will be recorded in the minutes.
- 17.12 After a question is finally put by the Mayor, no member shall speak to the question, nor shall any other motion be made, until after the result of the vote has been declared.
- 17.13 Any resolution shall require a majority of votes in order to be valid and binding on the Council.
- 17.14 After any question has been decided the following shall prevail:
 - 17.14.1. Any member of the Council may give notice within the calendar year in which the question was decided for a reconsideration of the Council. A majority vote of the total members of Council will be required to carry the motion for reconsideration;
 - 17.14.2. No discussion of the main question shall be allowed until the motion for reconsideration is carried, and no question shall be reconsidered more than once in the calendar year.

18. MOTIONS AND ORDER OF PUTTING QUESTIONS TO COMMITTEE OF THE WHOLE

- 18.1 Section 17 of this Bylaw will generally apply to meetings of Committee of the Whole except as amended by this Section;
- 18.2 Motions and amendments to motions need not be in writing, but must have a mover and seconder;
- 18.3 Motions may be introduced without notice;
- 18.4 Members may speak to any motion as many times as desired to provide new information or clarification;
- 18.5 Proceedings of Committee of the Whole shall be in report format. Members may request separate reports for any resolution without debate immediately following an affirmative vote;
- 18.6 Any resolution where a member has disclosed a pecuniary interest will be a separate report.

19. MOTIONS AND ORDER OF PUTTING QUESTIONS TO SPECIAL COMMITTEES

- 19.1 Section 17 of this Bylaw will generally apply to meetings of all Special Committees except as amended by this Section or agreed upon by the members of the Special Committee;
- 19.2 Motions and amendments to motions need not be in writing, but must have a mover and seconder;
- 19.3 Motions may be introduced without notice;
- 19.4 Members may speak to any motion as many times as desired to provide new information or clarification;
- 19.5 Proceedings will be in report format. Members may request a separate report for any resolution without debate immediately following an affirmative vote;

20. ADDITIONS TO THE AGENDA

- 20.1 If information is received between the time the agenda for the meeting is printed and the meeting is held, and the Clerk is of the opinion the matter must receive direction from Council, the Clerk shall add the matter to the agenda.

21. MINUTES

- 21.1 The Council minutes shall record:
 - 21.1.1. The place, date and time of meeting;
 - 21.1.2. The name(s) of the Presiding Officer(s) and record of attendance of the members and staff;
 - 21.1.3. The reading, if requested, correction and/or adoption of the minutes of the prior meetings;
 - 21.1.4. All other proceedings of the meeting without note or comment.
- 21.2 Minutes for closed sessions of Council shall, in addition to any motion, provide statements of all matters discussed.
- 21.3 Minutes for public meetings of Council concerning planning applications shall be prepared individually for each application.
- 21.4 Minutes of Council meetings shall be available to members of Council within four working days of the meeting.

22. PUBLIC MEETINGS

- 22.1 Public meetings at Council shall include meetings required under the provisions of the Municipal Act, Planning Act, other statutory acts or any item where Council desires to receive additional public input.

22.2 The Clerk shall schedule any statutory meeting and in the case of the Planning Act will schedule the required public meeting for small, site specific planning applications once he/she is advised by the Township's planning consultant that all the required information is received. In the case of larger planning applications, including plans of subdivision, the required information shall be presented and a motion of Council is required directing that the public meeting be scheduled.

23. COMMUNICATIONS

23.1 Every communication to be presented to the Council, Committee of the Whole or Special Committee, shall be legibly written or printed and shall not contain any obscene or improper matter or language, and shall be signed and dated by at least one person, filed with the Clerk, and shall include an address and telephone number where return correspondence or contact is to be directed.

23.2 Every communication shall be delivered to the Clerk's office by 9:00 a.m. on the Wednesday prior to the Council or Committee of the Whole meeting for inclusion on the agenda.

23.3 All communications directed to Council shall be listed on the agenda as Communications – Consent Agenda. The Clerk shall group communications into those being received for information and those requiring action. A single motion to consent to the recommendations of the Clerk shall be adopted.

23.4 Notwithstanding Section 23.3, any member of Council may verbally remove a Consent Agenda Item to deal with it separately;

23.5 The Clerk in grouping the communications that require action shall:

23.5.1. Prepare recommendations of communication items from Township residents, member municipalities within the County of Simcoe and our local MP and MPP.

23.5.2. Forward communications generally discussed at budget to the appropriate committee of Council.

23.5.3. Forward communications requiring a staff report to the appropriate staff member, and

23.5.4. Provide any additional grouping as he/she deems appropriate.

23.6 Members of Council should, whenever possible, contact the Clerk to request a draft motion to be prepared or advise of a motion that will be brought forward by the member.

24. DEPUTATIONS/DELEGATIONS

24.1 A person desiring to present information on any matter or make a request in writing of the Council shall give notice to the Clerk's office by 9:00 a.m. on the Wednesday prior to the Council Meeting, stating the purpose of the deputation and providing a specific detailed outline of the subject matter of the presentation. The written request shall state the nature of the business including specific detailed information to allow Council, through staff, to research the matter prior to the meeting at which the person wishes to be heard. Written copies of the submission shall be provided to members of Council. Deputations/delegations may be heard by leave of the Council but shall be limited in speaking to not more than ten (10) minutes, except that a delegation consisting of more than five (5) persons shall be limited to two (2) speakers, each limited to speaking not more than ten (10) minutes. Persons requesting to appear before the Council shall be advised of the time limitation in advance of their presentation.

24.1.1. Notwithstanding Section 24.1, all deputations at regular Council meetings shall be limited to items of immediate concern to Council as determined by the Mayor and Clerk. The Clerk shall report to Council all deputations deferred.

24.2 Persons presenting deputations/delegations shall confine their remarks to the specific matter of the presentation.

24.3 Notwithstanding Section 24.1, deputations regarding planning applications shall be presented at Planning Committee.

24.4 Notwithstanding the provisions of Section 24.1, the Council may, at their sole discretion, entertain deputations or delegations with less notice as the circumstance may warrant.

24.5 No member of Council shall interrupt a presentation while they are addressing Council/Committee, except on a point of order, or if the Mayor deems it necessary to advise them of the time limitation

24.6 Members of Council may ask questions, through the Chair, of the presenter following completion of the deputation/delegation, but shall not enter into debate with the presenter.

25. ITEMS REQUIRING THE IMMEDIATE ATTENTION OF COUNCIL

25.1 If a Notice has been provided to the public and Council are to discuss the particular topic, it shall be placed on the agenda under this section. e.g. budget, road closure, surplus lands.

25.2 If a matter arises between the time of the Committee or Council meeting that must be dispatched by Council prior to Council's next regularly scheduled meeting, the Clerk may add the matter to the agenda. e.g. real estate, litigation.

26. UNFINISHED BUSINESS (Council) UNFINISHED OR NEW BUSINESS (Committee)

26.1 In the event Council or Committee does not complete the transaction of all of its agenda items by the time of adjournment, the Clerk shall schedule all remaining business on the next agenda at a regular scheduled meeting of the Council or Committee, as the case may be. New business may be introduced at Committee.

27. LONG TERM INITIATIVES

27.1 Annually, Council will determine the long term initiatives they wish to list on the Agenda. The Clerk shall place such list on the agenda.

28. QUESTION PERIOD FOR THE MEDIA AND PUBLIC DEALING WITH AGENDA ITEMS

28.1 Council and General Committee shall entertain questions from the media and public at regularly scheduled meetings of Council for a period of up to 15 minutes.

28.2 The question shall only be allowed if it relates directly to an item on the agenda.

28.3 All questions shall be stated succinctly for the purpose of obtaining relevant facts and the question shall not be used as a means of making statements or assertions.

28.4 Any person asking a question shall provide their name and address before asking the question.

28.5 Questions shall be limited to a maximum of three asked on a rotating basis to ensure everyone present has an opportunity to pose a question should they desire.

28.6 If Council or General Committee have not reached Question Period by 10:45 p.m., the Presiding Officer shall immediately move to this agenda item and deal with questions from the public and media before reverting back to where the agenda was left off.

29. READING OF BYLAWS AND PROCEEDINGS THEREON OF COUNCIL

29.1 All bylaws with the exception of the Confirmation Bylaw shall be introduced as Bills with one motion by a member of Council, specifying Bill numbers. If a member has declared a pecuniary interest on a matter or previously requested that the matter be considered separately, the Bill shall be presented by separate motion.

29.2 Every Bill and the Confirming Bylaw when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any act and shall be complete with the exception of the number and date thereof.

29.3 Every Bill and Confirming Bylaw are deemed to be read three times in place of the complete reading of the bylaw.

29.4 A Confirmation Bylaw shall be passed at the conclusion of every meeting confirming the proceedings of Council at its meeting held on that day.

29.5 Every Bill once passed shall become a Bylaw enacted by the Council, shall be numbered and dated and shall be sealed with the seal of The Corporation and signed by the Mayor and the Clerk and shall be deposited by the Clerk in his office for safekeeping.

30. SPECIAL COMMITTEES OF COUNCIL

- 30.1 The Mayor-elect, following consultation with all members of the Council-elect, shall appoint the Council Liaison Persons at the Inaugural Meeting of the Council. If the appointment is not made at the Inaugural Meeting, the Mayor shall appoint such liaison persons as soon after the Inaugural meeting as the Mayor deems practical.
 - 30.1.1. The appointment of Council Liaison Persons shall include co-chairs when deemed necessary by the Mayor.
- 30.2 The Council Liaison Persons shall be appointed for the following areas of jurisdiction:
 - 30.2.1. Administration, Finance and Personnel Services;
 - 30.2.2. Culture and Recreation Services;
 - 30.2.3. Environment Services;
 - 30.2.4. Protective Services;
 - 30.2.5. Planning and Development Services;
 - 30.2.6. Transportation Services;
- 30.3 The areas of jurisdiction are further defined on Schedule 'A' to this bylaw and may be amended from time to time by a resolution of Council.
- 30.4 The Council Liaison Person shall be Chairperson of Committee of the Whole meetings dealing with matters relating to the specific jurisdiction.

31. STRIKING COMMITTEE

- 31.1 A Striking Committee meeting shall consist of all members of Council and shall take place at the first meeting after the inaugural Meeting. The purpose of the meeting is to appoint members of the public to various Boards, Commissions, and other statutory positions.
- 31.2 Notwithstanding Section 30.1 above, Council may from time to time make appointments by resolution to the various Boards Commissions and Special Bodies as Council deems necessary.

32. TENDER OPENING COMMITTEE

- 32.1 A committee for the opening of tenders will consist of the applicable Council liaison member or his/her designate provided the designate is a member of Council, the Clerk, Deputy Clerk or Treasurer as chairperson, department head and one other member of staff to record the results.
- 32.2 Tender openings will be held during business hours, 10 minutes after the closing time of the tender.

- 32.3 All tender openings will be open to the public and Council will be advised in advance of when a tender opening will be held.
- 32.4 A report prepared with recommendations will be presented to Council at the next regular scheduled meeting and shall include a list and price of all who tendered.

33. AMENDMENT TO THE BYLAW

- 33.1 No amendment or repeal of this bylaw or any part thereof shall be considered at any meeting of the Council unless notice of proposed amendment or repeal has been given at a previous regular meeting of the Council and the waiving of this notice by the Council is prohibited.

34. SUSPENSION OF RULES

- 34.1 Except as specifically noted to the contrary, any procedure required by this bylaw may be temporarily suspended with the consent of two thirds of the members of the Council, Committee of the Whole or Special Committee present.

35. SEVERABILITY

- 35.1 Should any section, subsection, clause, paragraph or provision of this bylaw be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this bylaw as a whole or any part thereof, other than the provisions so declared to be invalid.

36. REMARKS

- 36.1 In this bylaw, words in the singular include the plural, words in the plural include the singular and words importing the masculine gender include the feminine and neuter genders where the context so requires.

37. SCHEDULES

- 37.1 That Schedule 'A' attached hereto shall be and does form a part of this bylaw.

38. TITLE

- 38.1 The short form title of this bylaw shall be the "Procedure Bylaw"

39. EFFECTIVE DATE

- 39.1 This Bylaw shall come into force and effect on the date of passing.

40. REPEALS

40.1 Bylaws 2007.76 and 2007.18 are hereby repealed.

BYLAW READ A FIRST, SECOND AND THIRD TIME, THIS 28TH DAY OF JANUARY, 2008.


WILLIAM P. DUFFY, MAYOR


RICHARD P. BATES, CAO/CLERK

SPECIAL COMMITTEES OF COUNCIL
Assumed Terms of Reference

1. Administration/Finance/Personnel

- procedure bylaw
- budget
 - 10 year capital forecast
 - annual operating estimates
- audit
- election selection
- organization structure
- salary and benefits
- property purchases (general) and sales
- intergovernmental affairs
- Mnjikaning Liaison
- Casino Rama liaison
- CAO's review
- economic development
- grants
- tenders and quotations for administration office
- information technology
- document management
- financial matters
- taxation
- asset management
- development charges
- assessment
- cemeteries

2. Culture & Recreation

- community centre boards
- Parks & Recreation Advisory Committee
- library relations
- Recreation Master Plan
- park maintenance
- swim program
- tourism (Lake Country)
- tenders and quotations for parks
- Mnjikaning recreation liaison
- accessibility

3. Environment

- sanitary sewers
- sewage treatment plant, lagoons, spray fields
- water works including wells, plant, mains, fire hydrants
- septic approvals
- sludge spreading
- noise
- tenders and quotations for sewer and water

- spill containment
- nutrient management
- well head protection/intake protection zones
- water quality assurance
- source water protection

4. Planning & Development

- strategic plan
- official plan
- zoning
- committee of adjustment liaison
- building inspection
- property standards inspection
- septic inspection and re-inspection
- property standards committee relations
- site plan control and agreements
- subdivision, condominium and consent agreements
- lot grading
- conservation authority liaison
- Mnjikaning planning liaison
- backflow prevention
- draft approvals of subdivision and condominium plans

5. Protective Services

- police matters
- fire and rescue services matters
- fire prevention
- policing committee relations
- ambulance service liaison
- tenders and quotations for fire equipment
- Community Policing Advisory Committee (CPAC) relations
- provincial offences administrative matters
- licencing
- bylaw enforcement and provincial offences enforcement
- canine control
- tenders and quotations for fire equipment
- health & safety
- mosquito control
- emergency management
- radio communication system

6. Transportation Services

- road construction
- road maintenance
- winter control
- bridges
- storm water management
- drainage works - award drains, municipal drains, tile drainage
- transportation planning
- garbage and recycling liaison with County

- rail liaison
- municipal docks and boat launches
- fencing bonuses
- street lighting
- municipal franchise agreements
- tenders and quotations for road work, road services and equipment
- Mnjikaning road maintenance liaison
- weed control
- litter control
- design criteria
- traffic controls

THE CORPORATION OF THE TOWNSHIP OF RAMARA

BYLAW NO. 2004.100

BEING A BYLAW TO AUTHORIZE THE EXECUTION OF A
CIBC VISA PURCHASING CARD AGREEMENT
BETWEEN THE CANADIAN IMPERIAL BANK OF COMMERCE
AND THE CORPORATION OF THE TOWNSHIP OF RAMARA

WHEREAS the Municipal Act, 2001, c.25, Section 271(i) requires the adoption of a Procurement Bylaw by all municipalities before January 1, 2005;

AND WHEREAS the Council of the Township of Ramara passed Bylaw No. 2004.82, being a bylaw to establish policies for the procurement of goods and services and the disposal of surplus goods, on 25th day of October, 2004;

AND WHEREAS Bylaw 2004.82 requires the enactment of a Purchasing Card System;

AND WHEREAS the Council of the Township of Ramara is desirous of entering into an agreement with the Canadian Imperial Bank of Commerce (CIBC) for the CIBC VISA Purchasing Card Agreement;

NOW THEREFORE, the Council of the Township of Ramara hereby enacts as follows:

- 1) THAT the Mayor and Treasurer execute the CIBC VISA Purchasing Card Agreement substantially in the form attached hereto as Schedule "A".
- 2) THAT this Bylaw shall come into force and take effect on the 1st day of January, 2004.

BYLAW READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 13TH DAY OF DECEMBER, 2004.


WILLIAM DUFFY, MAYOR


RICHARD P. BATES, CLERK

CIBC VISA PURCHASING CARD AGREEMENT

BETWEEN

CANADIAN IMPERIAL BANK OF COMMERCE

A Canadian chartered bank ("CIBC")

- And -

Township of Ramara
(Full Legal Company Name)

CIBC and Township of Ramara hereby agree to an extension of the term of Agreement from December 1st 2004 to December 1st 2007.

As you are aware, the Agreement expires on December 1st 2007.

1. In this Agreement, "you" means the corporation or firm in whose name or style Canadian Imperial Bank of Commerce (called "we" or "us") has opened a central VISA account (the "Account") and whose name or style along with individual employees' names (each a "Cardholder"), at your request, is embossed on CIBC VISA Purchasing Cards (each a "Card") as part of a program under which your employees may purchase goods or services on your behalf (the "Purchasing Card Program"). References to "cash advances" in this Agreement include Convenience Cheques charged to the Account. "Annual Fee" means the annual fee per card as set out in Appendix "A" as revised from time to time. "CIBC Implementation Form" means any form provided by us to implement or change the provisions of this Agreement. "Statement Date" means the day the periodic statement is prepared by us.

2. **INDEBTEDNESS/PAYMENT**

You will pay the full amount stated on the Corporate Statement to CIBC, at the address designated by us and by the Payment Due Date specified on the periodic statement prepared by us, the amount of all sales drafts and cash advances in respect of which the Account has been used and all fees and other charges specified on the statement (collectively, the "Indebtedness") and any interest or late fees accrued thereon. Full payment should be based on the Corporate Statement that CIBC provides, either paper or through the extranet. Cash advances (including by way of Convenience Cheques) are only available where permitted by us.

The number of days covered by each monthly statement will vary as a result of several factors, including holidays, weekends and the different number of days in each month, and will normally be between 28 and 33 days.

The payment due date indicated on the statement is based on a grace period as set out in Appendix "A" from the Statement Date to the date the payment is due.

3. INTEREST

Interest on Indebtedness is charged as follows:

- (i) interest on Indebtedness other than cash advances is charged from the Statement Date, except that interest is not charged on any such other Indebtedness which appears on a statement for the first time if the entire balance shown on the statement is paid in full by the statement's Payment Due Date;
- (ii) interest on cash advances (if applicable) is charged for any particular day, from the day the cash advance is received (or posted to the Account in the case of a Convenience Cheque) on the amount of such advances on that day;
- (iii) interest is charged at a daily rate as set out in Appendix "A" and is subject to change with thirty (30) days' notice. The current rate on an annual and daily basis appears on the periodic statement;
- (iv) interest is calculated by totaling the interest-bearing Indebtedness owing at the end of each day in the period in question, and multiplying the result by the daily interest rate.

4. APPLICATION OF PAYMENTS

Payment in full by the payment due date is required by this Agreement.

The payment will be applied as follows:

- (i) Cash interest charges
- (ii) Previous cash transactions
- (iii) Purchase interest charges
- (iv) Previous purchase transactions
- (v) Current cash transactions
- (vi) Current purchase transactions
- (vii) Miscellaneous transactions

Interest will be applied on all unpaid portions of the outstanding balance.

Please note that if payment is not received in full within 31 days from the payment due date, individual Cardholders may experience authorization declines.

5. YOUR OBLIGATIONS

You will ensure that your employees are aware that the Card is used to incur Indebtedness for business rather than personal purposes. Notwithstanding any authorization controls we may put in place, you will also ensure that the Card is not used to incur Indebtedness in excess of your or a Card's credit limit, purchase dollar and number limits or merchant category restrictions and not after its embossed expiry date, and that the Card is not used to facilitate the cashing of cheques as you will be responsible for all Indebtedness incurred by any cardholder in contravention of these provisions and all loss suffered by us as a result. We shall have no obligation to notify you if the Card is used in contravention of these provisions (whether or not we shall have given such notice at any previous time or times).

6. RISK MANAGEMENT PROCEDURES

In order to minimize the risk of loss from fraud, you agree to the following:

- (i) We use a number of early warning systems to detect the potential for fraudulent transactions. A potentially fraudulent or otherwise suspicious transaction may result in an authorization response requiring a merchant to call CIBC Authorizations. We are not liable for any interruption or failure on Card acceptance or real or perceived embarrassment to Cardholder. We may contact your Card Co-ordinator or Cardholder from time to time to verify transactions.
- (ii) Cardholder signatures: Where we are not in possession of Cardholder signatures, such signatures shall be obtained by you before Cards are issued and held on file at your office and made available for our viewing on request. You will keep a record of employees who are authorized Cardholders and ensure each Cardholder signs his or her Card on the reverse.
- (iii) In addition to the above minimum requirements, you shall
 - (a) establish and enforce such risk management practices, audit controls and procedures as are reasonably necessary to prevent loss from fraud, and
 - (b) comply with any risk management controls and procedures provided to you in writing by us from time to time.
 - (c) Secure and restrict control to account numbers, magnetic stripe track data or lists of account numbers along with expiry dates and any records of cardholder names.
 - (d) Report any irregularities, lost/stolen cards and disputed transactions immediately; and
 - (e) Shred, delete or render unreadable any documents or data with sensitive account data when no longer useful to you.

7. APPOINTMENT OF CARD CO-ORDINATORS; PHONE AND FAX INSTRUCTIONS

Any person designated as a "Card Co-ordinator" on an Implementation Form may give us instructions or other information ("Instructions") on your behalf by phone, fax, telex or electronic or similar means, and those Instructions, or Instructions purporting to be from such person(s), will be treated by us as if they were original written documents signed by you, and we may rely upon them so long as we have reasonable grounds to believe the Instruction to be from persons authorized to provide such instruction. If we request, you will confirm phone Instructions by letter or fax on the same day. We are not responsible for any delay or failure to receive Instructions. We are not responsible if you incur damages or expenses due to any act or failure to act on your Instructions, except for our gross negligence or willful misconduct. We may use any Instruction in court as if it were an original document and the Instructions will be sufficient and valid proof of the information contained in it. You will indemnify us for any liabilities, damages, claims or demands we suffer arising from our acting, or declining to act, on any Instruction given in accordance with this agreement.

8. SOFTWARE

If you obtain through us any software for any service, you acknowledge that, unless such software was developed by us, we are not responsible for it and give no warranties, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. The software charges set out in Appendix "A" are subject to change with 30 days notice.

9. LOST AND STOLEN CARDS

You are liable for all Indebtedness and interest on the Account (whether or not the Indebtedness is incurred by the individual named on the Card).

Notwithstanding, in the case of loss or theft of a Card, and so long as you have complied with this Agreement (and in particular the Risk Management provisions referred to in Section 6), you are not liable, for fraudulent usage from such loss or theft. The Cardholder and/or you must immediately notify us of any lost or stolen Cards, potential compromise of account numbers or suspicious transactions.

10. FEES/INVOICING

You will pay an Annual Fee for each Card initially as set out in Appendix "A". You shall also pay such other fees and charges as may be described in any notice or monthly statement sent to you from time to time.

We will charge you for Annual Fees in the first billing statement following the issuance of a Card hereunder, and will invoice such fees annually thereafter unless you specify a particular time to assess Annual Fees. If you specify a particular time for Annual Fee assessment, new Cards will be assessed a prorated fee on the first statement for the first year. We will review and may revise Annual Fees and other fees and charges from time to time upon notice to you.

You shall be responsible to pay all amounts due with respect to participation in the Purchasing Card Program. We will produce a periodic corporate statement with a summary of each Cardholder's account that will be sent to you at your location designated in writing to us. In addition, on written request from you a periodic memo statement will be sent to each Cardholder for their review.

The amount shown on any statement as "Amount Due" shall be payable in full by you on the Payment Due Date.

11. CORPORATE LIABILITY WAIVER INSURANCE

The CIBC VISA Liability Waiver program will waive the Company's liability for Unauthorized charges up to \$50,000 per CIBC VISA Purchasing Card, provided you comply with the terms outlined in Appendix "B". Claims inquiries should be directed to the address outlined in Appendix "A".

12. FOREIGN CURRENCY CONVERSION

A purchase incurred in a foreign currency will be charged to the Account in Canadian dollars. The rate of exchange used is the same conversion rate CIBC is required to pay and reflects the cost of the foreign funds and an administration charge for transaction handling through the VISA International network as set out in Appendix "A". These costs will be included for both credits and debits to the Account.

13. DISPUTED ITEMS

We will assist you with disputed items by reviewing the transaction to determine, in our sole discretion acting reasonably, if it was misapplied (i.e. double entry, merchant descriptor error or misapplied sales draft). If we conclude that it was misapplied, then we will reverse the sales draft. If the charge was not misapplied we will also assist you by requesting the original sales draft from the merchant's financial institution and sending a copy of the draft to you and as required you will deal directly with the merchant to resolve the dispute. These procedures will be deemed to be amended from time to time to conform to any applicable changes in the VISA Canada or VISA International Chargeback procedures.

We will not be liable if the Card is not honoured at any time. All claims, including any right of set-off by you, and all disputes regarding any credit voucher or any transaction involving the Card must be settled directly between the Merchant and you. We will credit the Account upon receipt of a Merchant's credit voucher for a purchase made with the Card. If we have not received a credit voucher when a monthly statement is prepared, the balance shown on the statement must be paid as required by this Agreement, and any credit will appear on a subsequent statement following our receipt of the voucher.

If you do not notify us within thirty (30) days after the date of a consolidated statement summary or statement of any error or omission, the statement will be conclusively settled to be complete and correct except for any amount improperly credited to the Account.

A microfilm or other copy of a sales draft, cash advance draft, credit voucher or other document relating to a transaction involving the Card will be sufficient to establish your liability.

14. CONVENIENCE SERVICE

Bank Machine Access to Account: We may make available to you the service of cash dispensing at bank machines displaying the "VISA" symbol through the use of the Card. You may obtain such services by duly completing the Purchasing Card Cash Advance and Convenience Cheque Order Form (Form P9) for each individual cardholder that will have access to the convenience service. You agree to be bound by the Convenience Banking Service Agreement, a copy of which will be sent to you with the cards and may be amended from time to time. You must keep the service passwords confidential and will be responsible if any Cardholder does not do so or otherwise fails to comply with the Convenience Banking Service Agreement.

15. AUTHORIZATION CONTROLS

We shall establish an initial total credit limit or subcredit allocation for you as set out on Appendix "A", and may change this at any time without notice. We will, upon your written instructions, issue Cards to your employees and establish for each Cardholder:

- (i) maximum credit limits;
- (ii) purchase dollar and number limits;
- (iii) VISA International Merchant Classification Code ("MCC") restrictions.

You acknowledge that according to specific authorization control procedures these limits and restrictions will normally cause certain transactions to be refused or declined. You are responsible for any transactions that contravene these controls.

16. FINANCIAL INFORMATION

In order to implement the Purchasing Card Program CIBC requires a credit facility. If there is no credit facility established CIBC requires the following:

- (i) past three (3) years of audited financial statements prior to commencement of this agreement;
- (ii) any financial forecasts;
- (iii) as soon as available, but in any event within sixty (60) days after the end of each fiscal year or semi-annual periods, a copy of the Annual Report or semi-annual Report, respectively, filed by you and your audited financial statement prepared by independent certified public accountants.

You also agree to provide us from time to time, such other information regarding your financial condition as we may reasonably request. If you fail to comply with your obligation contained in this Section, such failure shall be deemed to be a default on your part pursuant to Section 17.

17. TERM OF AGREEMENT, TERMINATION AND SUSPENSION

This Agreement shall continue until terminated by either you or us upon ninety (90) days prior written notice to the other party. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.

Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one or more of the following events:

- (i) Dissolution, liquidation, insolvency, bankruptcy or similar event with respect to the other party;
- (ii) Any material adverse change in the financial condition of the other party;
- (iii) Any default by the other party under this Agreement, but only after written notice of such default has been given to the other party by the terminating party and the other party has not cured the default (if the default is curable) within thirty (30) days of the delivery of the notice; and
- (iv) Upon ninety (90) days written notice from one party to the other.

In addition we may terminate this Agreement upon sixty (60) days written notice to you (or such lesser time as may be required) in the event that we are required to terminate the Agreement or otherwise terminate its Purchasing Card Program by the Office of the Superintendent of Financial Institutions or other governmental authority having jurisdiction, or by the VISA Canada Association or VISA International and may terminate immediately, by written notice of such termination if we terminate any loan or line of credit to you, or otherwise deny credit to you.

Immediately upon notice to you, we shall have the right to suspend all services and obligations under this Agreement in the event that the amount due from you as the result of purchases, card fees, and other charges, in the aggregate, equal or exceed your approved credit limit. The credit limit may be amended from time to time by us.

Upon termination of this Agreement for any reason, you will instruct all Cardholders to return all Cards, cut in half (in such manner as we instruct you). You will thereafter verify that all Cards issued were returned, and will then either return all Cards to us or provide us with certification that all Cards have been destroyed and disposed of as instructed.

Upon termination, all Indebtedness and other amounts owing hereunder shall become due and payable. You shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Card or Account prior to or after the termination date. Cancellation shall not affect your liability for Indebtedness or interest.

18. PROPERTY

The Card is our property and we may revoke and take possession of it, without notice or refund of any part of the Annual Fee, upon termination of this Agreement or breach of any obligation contained herein. You shall immediately cut up, in such manner as directed by us, and return any Card to us on termination of employment of the individual named on it or on advice by us of revocation of the Card.

19. PROPRIETARY INFORMATION/CONFIDENTIALITY/SECURITY

We consider the Purchasing Card Program to be a unique service involving proprietary information of our operations and sensitive Cardholder information. You agree that reports, manuals, documentation, data and related materials will be circulated only to persons, and only to the extent, necessary in order that you, and Cardholders may participate in the Purchasing Card Program. You agree to exercise the same standard of care and security to protect such information as you use to protect your own proprietary and confidential information and not to release such information to any person or party not essential to participation in the Purchasing Card Program as herein described. All reports indicating fees and program parameters, account numbers, credit limits and purchase limits must be kept confidential, and stored in a secure place. When any records related to the Purchasing Card Program are no longer needed, they will be destroyed by shredding to render them unreadable.

Doing business with a financial institution involves providing information about your company and its employees. At CIBC, you have control over how your information is obtained, used and given out. Your information is kept confidential and your privacy is protected. This is explained in our brochure. "Your Privacy is Protected". Please pick up this brochure at any branch or office of CIBC, or on our Web site: www.cibc.com.

20. REGISTERED MARKS AND TRADEMARKS

Each party recognizes that there is no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Each party agrees that, without prior written consent from the other party they will not use any name, logo, copyright, service mark or trademark owned or licensed by the other party.

21. MODIFICATION OR AMENDMENT

This Agreement, including fees and charges, may be amended from time to time by us, and each amendment shall take effect thirty (30) days after a copy thereof has been sent to you. An amendment may apply both to existing Indebtedness and to Indebtedness arising after the amendment is made.

22. EMPLOYMENT OF AGENTS

We may in our sole discretion employ agents to perform part or all of its obligations under this Agreement at any time without your consent; provided, however, that such action shall not affect our obligations to you hereunder. We will share confidential client/cardholders information with agents as required in order to perform their duties. They will treat information with the same privacy/confidentiality standards as CIBC.

23. NOTICES AND COMMUNICATION

Except with respect to notices relating to the status of individual Cards which may be established in writing between you and us, all notices, requests and other communication provided for hereunder must be directed to the other party at the respective addresses indicated in Appendix "A" and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered or delivered by facsimile.

24. MISCELLANEOUS

This Agreement will be binding upon the parties, their successors and assigns, provided however that either party without the written consent of the other will not assign the Agreement.

This Agreement sets forth the entire Agreement and understanding between the parties with respect to the subject matter. All prior agreements, negotiations, warranties, representations, undertakings and discussions, whether oral or written, are superseded by this Agreement.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from the Agreement and the other provisions will remain in full force.

No failure or delay of either party to exercise any power or right granted under this Agreement will be a waiver of the rights of that party to demand full and exact compliance with this Agreement.

The parties agree that each of them will, upon reasonable request of the other, do or cause to be done all further acts, deeds, and assurances whatsoever to more effectively carry out the intention of the provisions of this Agreement.

Unless the context otherwise requires, the singular includes the plural and the masculine gender includes the feminine gender.

The section headings are for the convenience of the parties only and do not have any legal effect.

This Agreement will be governed by and construed in accordance with the laws of the Province or Territory in Canada and any action concerning it will be brought in the courts of that province.

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Il est la volonté expresse des parties que cette convention et les documents s'y rattachant soient rédigés et signés en anglais.

IN WITNESS WHEREOF the parties hereto have properly executed these presents by their authorized officers on the _____ day of _____, _____.
(Month) (Year)

CANADIAN IMPERIAL BANK OF COMMERCE

(By its agent, ECOMM STRATEGIES INC, if applicable)

(Company Legal Name)

By _____

By _____

By _____

APPENDIX "A"
To CIBC Purchasing Card Agreement _____

PERIOD OF STATEMENT: Monthly
GRACE PERIOD: X 10 days 21days

INITIAL INTEREST RATE*: 16.5 % per year

ANNUAL CARD FEE -- \$30.00 per individual account.

CASH ADVANCE FEE*: A \$2.00 charge applies to each cash advance obtained at any financial institution or bank machine displaying the VISA symbol. A cash advance bears interest from the date it is withdrawn from the CIBC VISA Purchasing Card account and is subject to the available VISA credit.

FOREIGN CURRENCY CONVERSION*: If CIBC pays for a foreign transaction in Canadian currency, the Cardholder will be charged the same conversion rate CIBC is required to pay, plus an administration fee of 1.80% of the converted amount. This fee applies to both debits and credits.

DISHONoured CHEQUE CHARGE*: If CIBC dishonours a Cheque for a VISA payment (drawn on any financial institution, including CIBC) due to insufficient funds (NSF) or account closed, the fee is \$25.00.

INITIAL CREDIT LIMIT OR SUB CREDIT ALLOCATION, monthly: _____

SOFTWARE COSTS:*

Corporate Office Online - waived

CORPORATE LIABILITY WAIVER INSURANCE

Claims inquiries should be directed to: Royal & Sun Alliance Insurance Company of Canada
Claims Management Services
10 Wellington Street East
Toronto, Ontario M5E 1L5

Within the Toronto Region telephone (416) 367-3264
Outside the Toronto Region telephone 1 -877-291-8757
Please refer to the program and policy # VC500500

* All fees are subject to change on 30 days' notice from CIBC

ADDRESSES FOR NOTICES AND COMMUNICATION:

Company Name and Address: _____

Attention: _____
Telephone: _____

Facsimile (Fax): _____

CIBC

CIBC VISA
Commercial Cards
Box 320
Station A
Toronto, Ontario
M5W 1C2

Attention: Commercial Cards Operations
Telephone: 1-800-652-3888

Facsimile (Fax): 1-888-999-9359

(CIBC Initial)

(Company Initial)

Appendix "B"
**CIBC VISA Purchasing Card
Liability Waiver Insurance
Certificate of Insurance**

*This certificate is a valuable source of information. Please keep it in a safe place.
This insurance is provided by Royal & Sun Alliance Insurance Company of Canada.*

What is CIBC Visa Liability Waiver Insurance?

The CIBC Visa Liability Waiver program allows Companies that have established a CIBC VISA Purchasing Card account (the "Company") to request the CIBC to waive the Company's liability for certain Unauthorized Charges made by Cardholders.

The CIBC Visa Liability Waiver program will waive the Company's liability for Unauthorized Charges up to \$50,000 per CIBC VISA Purchasing Card, provided that the Company complies with the terms outlined below.

Who Provides this Insurance?

This program is insured by Royal & Sun Alliance Insurance Company of Canada. The policy number is VC 500500.

Definitions

"Affidavit of Waiver" shall mean a written request sent to the CIBC by mail, telegram, fax or telex from the Company requesting the CIBC to waive the Company's Unauthorized Charges in accordance with the terms and conditions of this program.

"Cardholder" is an employee over age 18 of the Company authorized to use the CIBC VISA Purchasing Card for Company business purposes only.

"Charges" are amounts, billed or unbilled including purchases and cash advances, charged to the Cardholder's CIBC VISA Purchasing Card.

"Company" shall mean a corporation, partnership, sole proprietorship or any other entity which has signed a CIBC VISA Purchasing Card Account Agreement with the CIBC and subsequently issues CIBC VISA Purchasing Card accounts for use by those Cardholders designated by the Company.

"Date of Notification of Termination" of the Cardholder's employment shall mean the date the Company gives or receives a written notice of immediate or pending termination or the date the Cardholder leaves the Company's service, whichever is earlier, or if the Cardholder is a member of a bargaining unit of a union and the employer contract includes grievance procedures, the date the Company files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated.

"CIBC VISA Purchasing Card" shall mean a VISA Purchasing Card issued by the CIBC to the Company.

"Waiver Date" is the date on the Request for Waiver Letter sent from the Company to the CIBC.

What are Unauthorized Charges?

A. "Unauthorized Charges" mean Charges to a Cardholder's CIBC VISA Purchasing Card incurred by a Cardholder:

- a) Which do not benefit the Company directly or indirectly in whole or in part; or
- b) for which the Company has reimbursed the Cardholder but the Cardholder has not paid the CIBC.

Provided that such Charges:

- i) are billed within the seventy-five (75) days preceding the Notification of Termination, or preceding the date the CIBC receives the request from the Company to cancel the CIBC VISA Purchasing Card account on which Unauthorized Charges were incurred;
- ii) are incurred but unbilled up to fourteen (14) days after the CIBC has received a request to cancel the Cardholder's CIBC VISA Purchasing Card however the Company must have notified the CIBC within two (2) business days of the Notice of Termination, if any; and
- iii) are discovered not later than 75 days after the termination of
 - a) the insurance policy; or
 - b) the insurance in respect of the Company whichever occurs first

B. Auditors fees incurred with the insurer's consent solely to substantiate the amount of the claim.

What are Not Waivable Charges?

The following Charges whether Unauthorized Charges or authorized Charges are not covered by this policy:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, or persons who are not employees of the Company at the time Charges were incurred.
2. Interest or fees imposed by the CIBC on outstanding unpaid Charges.
3. In cases where the CIBC invoices the Cardholder, any amount on a cheque submitted by a Cardholder which is not paid by the Cardholder's financial institution, if the Cardholder has, within the last twelve (12) months, submitted any other cheque to the CIBC which was not paid by the Cardholder's financial institution.

4. Charges to purchase goods or services for the Company or bought for someone else if instructed by the Company will not be covered. However, these Charges would be covered if the CIBC bills the Cardholder directly, and the Company has reimbursed the Cardholder and the Cardholder has not paid the CIBC.
5. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or more than fourteen (14) days after the CIBC receives the request by the Company to cancel the CIBC VISA Purchasing Card, or immediately on the Date of Notification of Termination if the Notification of Termination was not sent to the CIBC within two (2) business days of the Date of Notification of Termination.
6. Charges resulting from either a lost or stolen CIBC VISA Purchasing Card or Charges to a CIBC VISA Purchasing Card account which is closed, frozen or ninety (90) or more days delinquent.
7. Cash advances, after the Date of Notification of Termination or immediately after the CIBC receives the request by the Company to cancel the CIBC VISA Purchasing Card, in excess of \$300.00 per day per Cardholder, or a maximum of \$1,000.00 per Cardholder, whichever is less.
8. Any interest on money owing.
9. At the time the Charges were incurred, the Company had less than two (2) Commercial Cards.

What are the Responsibilities of your Company?

The Company may request the CIBC to waive the Company's liability for Unauthorized Charges only if the Company meets all of the following requirements:

1. The Company must use its best efforts to retrieve the Cardholder's CIBC VISA Purchasing Card from the employee and must notify the CIBC in writing to cancel the CIBC VISA Purchasing Card within two (2) business days of the Date of Notification of Termination or its intention to cancel the Cardholder's CIBC VISA Purchasing Card.
2. The Company must notify the CIBC in writing to cancel the CIBC VISA Purchasing Card within two (2) business days of the Date of Notification of Termination or immediately of its intention to cancel the Cardholder's CIBC VISA Purchasing Card . The letter must state:
 - a) That the Company requests the waiver of Unauthorized Charges;
 - b) The Cardholder's name, CIBC VISA Purchasing Card number, and last known business and home addresses;
 - c) If applicable, that the Cardholder's employment has terminated and the Date of Notification of Termination;

d) In cases where the CIBC sends its statements to the Cardholder directly, that the Company has contacted the Cardholder in writing and directed the Cardholder to immediately pay all outstanding Charges to the CIBC;

e) Whether the CIBC VISA Purchasing Card was retrieved from the Cardholder and, if so, confirmation that such card is in its possession or is enclosed therein.

Failure to notify the CIBC in writing within two (2) business days of the Date of Notification of Termination or immediately of its intention to cancel the Cardholder's CIBC VISA Purchasing Card will exclude coverage for any Charges incurred after the request to cancel the CIBC VISA Purchasing Card.

3. The Company must deliver to the Cardholder or send by first-class mail, fax or telegram, a written notice stating that the Cardholder's CIBC VISA Purchasing Card has been cancelled, that the Cardholder should immediately discontinue all use of that CIBC VISA Purchasing Card, that the Cardholder must immediately pay any outstanding amounts owed to the CIBC, and that the Cardholder must immediately return the CIBC VISA Purchasing Card to the Company.

4. An officer, or other authorized official of the Company must send an Affidavit of Waiver to the CIBC by mail, fax or telegram within thirty (30) days of a Cardholder's Notification of Termination date or the date of the Company's intention to cancel the Cardholder's CIBC VISA Purchasing Card and all claim documents must be filed with the insurance underwriter within six (6) months from the Cardholder's Date of Notification of Termination.

5. The Company must promptly give written notice to the CIBC in cases where the CIBC invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the CIBC for those Charges.

6. If the Company recovers any amounts for Unauthorized Charges from any source after the Company has filed an Affidavit of Waiver with the CIBC, the Company will remit all such amounts to the CIBC. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the CIBC. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Insurer.

7. The Company will not name any person to receive a CIBC VISA Purchasing Card on any of its present or future accounts if that person has been named at any time by the Company in an Affidavit of Waiver or has been found guilty of theft or fraud by a court of competent jurisdiction.

Other Insurance

This program does not cover losses that are covered by other insurance, and/or, losses that would have been paid if this program did not exist. Losses that are above those covered by other insurance as noted, but less than the limit of this coverage are eligible for payment.

This certificate is not a contract of insurance. It contains only a summary of the principal provisions of the policy. In the event of any conflict between the description of coverage in this certificate and the policy, the policy will govern.

Termination

Coverage under this policy will automatically terminate on the earliest of the following:

- 1) the date the Company's CIBC VISA Purchasing Card account agreement is cancelled; or
- 2) the date the policy terminates; or
- 3) thirty (30) days after the Date of -Notice of Termination by the CIBC.

Mis-statement

Any fraud, mis-statement or concealment by the Company either in regard to any matter affecting this insurance or in connection with the making of a claim shall render this insurance null and void.

Currency

All claims will be paid in Canadian dollars.

Inquiries

Please direct any claim inquiries to:

Royal & Sun Alliance Insurance Company of Canada
Claims Management Services
10 Wellington Street East
Toronto, Ontario
M5E 1L5

Within the Toronto Region telephone (416) 367-3264
Outside the Toronto Region telephone 1-877-291-8757
Please refer to the program and the policy number.

(CIBC Initial)

(Company Initial)