

BY-LAW NO. 2023-08

A BY-LAW TO REGULATE PURCHASING, LEASING, TENDERING AND DISPOSAL OF SURPLUS PROPERTY, EQUIPMENT AND MATERIALS

Council of Tantramar, under authority vested in it by the Local Governance Act, S.N.B. 2017, c. 18, hereby enacts as follows:

SECTION 1 - PURCHASING, LEASING AND TENDERING

1. This By-Law applies to every contract for the construction, repair or alteration of land, structures or equipment owned by Tantramar, to the purchasing and leasing of goods and services required by Tantramar, and the disposal of surplus property, equipment, and materials.
2. In accordance with the Procurement Act of the Province of New Brunswick, where applicable every award of contract shall be preceded by public tender. Limits currently in place which require a tender as set out in Appendix "A". In some instances, the Chief Administrative Officer or designate may require a public tender when under these limits when it would be in the best interest of the municipality to do so to receive competitive pricing.
3. Every authorization to purchase, lease and/or tender shall be subject to a Council Resolution for approval when the value exceeds as follows:
 - a) in the instance of works other than Public Works (which includes Highways, Building Maintenance, and all Fleet Maintenance), Water and/or Sewer Work, \$10,000.00;
 - b) in the instance of Public Works (which includes Highways, Building Maintenance, and all Fleet Maintenance), Water and/or Sewer Work, \$25,000.00
 - i. Amounts and Limits above shall be per vendor.
 - ii. Transactions shall not be broken down into separate invoices to avoid these limits with at least 60 days required between vendor purchases to reset the values.
 - i. Emergency Repair and Maintenance that exceeds any limits above may be authorized by the CAO or Treasurer provided electronic notice has been provided to Council.
 - iii. All amounts noted shall include all applicable taxes and fees.
 - c) Where the limits noted above are not exceeded:
 - i. The Chief Administrative Officer or Treasurer will assign from time to time, purchasing authorities to Department Heads or nominee as required for prudent operation of Municipal Departments.

- ii. Accounts Payable procedures relating to purchases shall be processed in accordance with Appendix "B"
 - iii. Credit Cards for purchasing shall be provided to Managers in accordance with the rules set out in Appendix "C".
- 4. Public Tenders and their openings shall be done in accordance with the rules set out in Appendix "D" and/or the Procurement Act of the Province of New Brunswick to which if there are any conflicts the Act shall apply.

SECTION 2 - DISPOSAL

- 5. A decision as to what is surplus equipment or material will be made in joint consultation between the Director or designate and the Chief Administrative Officer and will be ratified by Council when the value exceeds \$1,000.00.
- 6. All surplus equipment or material, with a present estimated value over \$1,000.00, shall be either tendered or sent to an auction, and sold to the high bidder. When all bids received in accordance with the tender are rejected or no bids are received the items may be sold by negotiated private sale by the Chief Administrative Officer.
- 7. All surplus equipment or material, with a present estimated value of less than \$1,000.00, shall be disposed of by the Chief Administrative Officer in accordance with the following;
 - a) The Chief Administrative Officer may dispose of by negotiated private sale rather than tender if beneficial to do so.
 - b) No ratification of Council is required for the sale of any item (excluding land) with a present estimated value of less than \$1,000.00.
- 8. All land sales must be authorized and approved by Tantramar Council, in advance regardless of value.
- 9. All monies derived, from the sale of surplus equipment or material shall be deposited in either Tantramar's General Operating or Utility Operating Accounts based on item sold.

SECTION 3 - REPEAL

- 10. Previous Purchasing, Leasing, Tendering and Disposal of Surplus Property By-Laws for the former Town of Sackville and former Village of Dorchester are hereby repealed.

SECTION 4 – EFFECTIVE DATE

11. This By-Law comes into force on the date of final passing thereof.

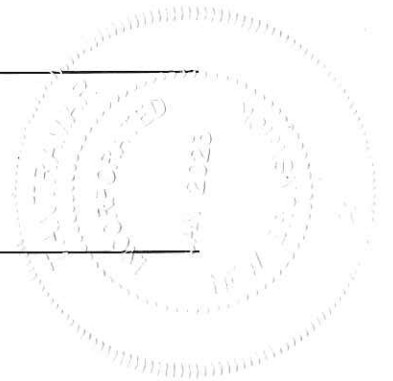
IN WITNESS WHEREOF Tantramar has caused hereto affixed its Corporate Seal of the said Tantramar to be affixed to this by-law the 11th day of July, 2023 and signed by:

Andrew Black

MAYOR

Donna Beal

CLERK



Read a First time this 13th day of June, 2023

Read a Second time this 11th day of July, 2023

Read a Third time and done and passed by Council this 11th day of July, 2023

Appendix "B"

Accounts Payable Processing

1. Local Purchase Order is to be done up for any purchase over \$200.00 (tax incl.)
 - a) These must be signed by the Director or designate for authorization.
2. Central Purchase Order is to be done up for any purchase over \$5,000.00 (tax. incl.)
 - a) These must be written up by the Director or their designate, given to the Treasurer or designate for signature and returned to the Director prior to the order being placed. When possible, three (3) written quotes should be attached. In an instance where a purchase order is to be written which exceeds the allowable limit for purchasing without a tender, the Director shall ensure that the proper procedures were followed as outlined in the By-Law regulating purchasing.
3. The following items do not need purchase orders attached:

- Animal Control Contract	- Audit Fees
- Bond & Coupon Payments	- Electricity Bills
- Furnace Oil Purchases	- Gas & Diesel Fuel Purchases
- Grants & Donations	- Insurance Claims & Premiums
- Legal Services	- Life, Health & Dental Payments
- Manual Payroll	- Membership Dues
- Pension Plan	- Petty Cash
- Postage	- Receiver General Payments
- Service & Lease Agreements	- Telephone/Cellular Bills
- Travel Claims	- Union Dues
- Credit Card Payments	- Regional Service Commission
- Any other payments in which the Treasurer has granted approval to be paid without the use of a purchase order.	
4. Copies of the purchase order are to be given as follows:

- White	Vendor
- Green	Director - Kept in purchase order book
- Canary	Accounting Dept. Immediately after issuance
- Blue	Accounting Dept. Immediately after issuance
- Pink	Accounting Dept. after receiving goods (Include packing slips)
5. All invoices are to be sent to Accounts Payable for processing.
 - a) Electronic Invoices must be sent to invoices@sackville.com. This email is tracked by payables and management.
 - b) Paper invoices are to come to Town Hall (Accounts Payable) in a timely fashion (daily if possible)
 - c) No invoices once received by Accounts Payable are to leave Town Hall.

- c) Employees will be reimbursed \$50.00 per night when they are out of Municipal Boundaries on Business that would normally require a hotel stay and instead, they stay at a private residence.
- d) The following amounts are the rates for claiming fixed expenses, which may be amended at any time by resolution of council:

Mileage	Province of New Brunswick Rate
Breakfast	\$15.00*
Lunch	\$20.00*
Supper	\$30.00*
Other per diem	\$11.00 where you are away from Tantramar for more than four hours in the day.

In the employee is out of the Atlantic Provinces for Travel (outside of New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland) the following rates shall be Reimbursed for meals:

Breakfast	\$20.00*
Lunch	\$30.00*
Supper	\$50.00*

*In the event a meal is provided, the above rates shall be claimed at 50% of the rate in order to allow an employee to undertake the purchase of their own meal (this is granted for the purpose of dietary constraints or other reasons the employee may be unable to eat the meal provided)

9. Petty Cash/Cash Floats

- a) The Director shall be responsible for the overall administration of the petty cash and/or cash floats for their department.
- b) Petty Cash and/or cash floats shall be supplied to a department head or designate for the day-to-day operations of the department. The amount of petty cash and/or cash floats to be allocated to a department shall be determined by the Treasurer.
- c) A request to refill the petty cash shall be made to the Treasurer (Signed for approval) by a department when funds become low in the department's petty cash.
- d) No money shall be re-imbursed without full documentation (detailed receipts of what was purchased and not just a debit or credit slip) attached including receipts.

Appendix "C"

Credit Cards for Purchasing of Goods and Services

1. Credit Cards are a convenient tool to improve the efficiency of low dollar transactions, simplify the purchasing process, reduce paperwork, and reduce cycle times. Cardholders have the responsibility to Tantramar to ensure card security and appropriate use as per the below rules and individual card restrictions.
2. Misuse of a Tantramar issued Credit Card or failure to comply with the terms set out may result in card suspension, termination and/or other disciplinary action.
3. Cardholders responsibilities include but are not limited to:
 - a. Completing Business Only related transactions
 - b. Obtaining Detailed Receipts for all transactions (not just credit slip)
 - c. Maintaining Card Security
 - d. Adhering to Credit Card and Procurement terms
 - e. Reconciliation of transactions in a timely manner
 - f. Advise Vendors that you are a Tantramar employee in case corporate discounts apply.
 - g. Obtaining Signatures for Approvals
4. Application form, as attached to this Appendix, for a Credit Card shall be provided through the Manager responsible for the Department and forwarded on to the Treasurer for approval.
 - a. Individual requesting a Credit Card shall also sign the purchasing Cardholder Acknowledgement which must be included with the application form.
 - b. Once approved, the Treasurer will order a Tantramar Issued Credit Card in the name of the approved individual.
5. Acceptable Business-Related Purchases
 - a. Books and Subscriptions
 - b. Membership/Registrations
 - c. Tools/Small Equipment
 - d. Short term rentals (less than 30 days)
 - e. Office Supplies such as pens, paper, pencils, flash drives
 - f. Advertising
 - g. Meals at Restaurants (Tips not to exceed 20% of value)
 - i. Meals must include, who was at meal and reason for paying meal
 - h. Purchases must be within your assigned transaction limit threshold
6. Unacceptable Purchases
 - a. Personal Purchases
 - b. Long term rentals (more than 30 days)
 - c. Alcohol, narcotics, and hazardous chemicals
 - d. Goods or Services from other officers or employees of Tantramar

- a. Where Tantramar has a charge account with a Vendor the charge account shall remain the preferred method of purchase, do not use the card where Tantramar has a charge account.
- b. Even though a lower price may be able to be received from an online vendor (ie. amazon) the employee should always attempt to purchase and find products locally first where the price is within a reasonable amount.

12. Other

- a. The issuance of a Tantramar issued credit card is for convenience and the approval, suspension or revoking of use of a credit card by an employee shall be the sole direction of the Treasurer and/or CAO.
 - i. Violations shall be progressive and disciplinary action may be taken.
- b. Any violation of use shall be reported to the CAO by the Treasurer for appropriate action if necessary.
- c. The employee who is assigned the card shall be financially responsible for any transaction that occurs in violation of these terms for example:
 - i. Misuse of Card (where credit card company does not reimburse)
 - ii. Not including detailed receipts of transactions
 - iii. Lost receipts which prevent reconciliation
- d. Any cards issued in accordance with other policies or contracts shall be maintained and issued in accordance with those terms (ie. canteen contract)
- e. Upon termination of employment the purchasing card shall be returned to the Treasurer prior to employment ceasing.

This document outlines the responsibilities I have as a Cardholder of the Credit Card program at Tantrammar. My signature certifies that I have read and understood these responsibilities and that I agree to adhere to the policies and procedures established for the program.

1. The Credit Card is intended to facilitate the purchase of goods and services required to conduct Tantrammar business. I understand that I am responsible for the custody, control and use of the Credit Card that is in my name.
2. I understand that the Credit Card is not to be used for personal use and that unauthorized use of the Card can be considered misappropriation of funds which could result in severe consequences for me and/or others responsible.
3. I understand that the Credit Card must be surrendered when I transfer to another department or on the termination of my employment. I may also be requested to surrender the Credit Card for reasons not related to my own personal situation, such as re-organization. I may also be asked to temporarily return the Credit Card when I am on an extended leave of absence.
4. I will maintain the Credit Card with appropriate security whenever and wherever I use the Card. If the Credit Card is lost or stolen, I agree to notify the Treasurer and issuing Credit Card agency immediately. I further understand that failure to report a stolen/lost Credit Card promptly could result in severe consequences for me and/or others responsible.
5. I understand that I will be required to obtain a copy of the detailed cash register receipt and packing slip for each transaction charged to the card. I also understand I will be responsible for reconciling these receipts with the monthly statement. I will resolve any discrepancies by either contacting the supplier, Credit Card agency or the Treasurer as appropriate.
6. I understand that I must forward the reconciled statement and receipts to the Treasurer by the date provided in terms noted in the By-Law.
7. I understand that all charges will be billed directly to and paid directly by the Tantrammar. I understand that the Credit Card agency cannot accept payment from me directly.
8. I understand that the transactions on my Credit Card account will be reviewed by the Finance department and that I may be periodically asked to clarify these transactions for audit purposes.
9. I have read and agree to all the terms and conditions within the By-Law relating to Credit Cards.

Cardholder Name: _____

Department: _____

Cardholder Signature: _____

Date: _____

Card Number: _____

Expiry Date: _____

- c) Subsection (3) applies to a letter or fax of amendment of tender.
- d) If the tender deposit and amendment are found to be a valid submission, then the contract price shall be amended to reflect the original tender deposit as amended by the tender amendment.

3.

3.1 A tender submitted for a proposed contract to which the Act and this By-Law applied shall be rejected and the tender not considered if the tender:

- a) Is not in a properly sealed envelope;
- b) Is not accompanied by the required security deposit or bid bond in the proper amount;
- c) Is not accompanied by a valid bid bond, bank draft, money order or valid credit letter where required;
- d) Is not properly signed by the tenderer;
- e) Does not contain the bid price, unit price or fixed price written in words;
- f) Does not have the words "dollars" and where applicable, "cents" set out in the written item bid;
- g) Contains any form of qualifications of or, unless the tender documents otherwise provide, any unsolicited alternative to the tender;
- h) Does not contain a bid for each item required to be bid;
- i) Does not contain a bid on an item not included in the bid form;
- j) Is not contained in an envelope having on the face of it the name of the tenderer and identification of the contract for which the tender is submitted;
- k) Does not contain all addenda issued to prospective tenderer each signed by the tenderer;
- l) Is the second one submitted by the same tenderer in which cases all tenders submitted by that tenderer shall be rejected;
- m) Contains a change in a written bid price not initialled by the tenderer;
- n) Omits any documents required by or fails to comply with any provisions of the tender documents, or;
- o) Otherwise materially deviates from accepted tendering practices.

9.3 The Municipality may ask the successful tenderer to use the named items supplied by the named supplier in the construction of the work and their tender price per unit shall be amended accordingly.

10. The Municipality may, after notifying the successful tenderer but before the contract is entered into, request the successful tenderer to accept a subcontractor or supplier other than that one submitted in their tender in which case;

- a) the successful tenderer may refuse or
- b) if the successful tenderer accepts, their contract price will be adjusted accordingly.