



TOWN OF OXFORD

Committee of the Whole Meeting

Conducted through Zoom and Streamed Live to Facebook

Monday, 01 February 2021

Immediately following the Special Town Council Meeting at 6 pm

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Previous Minutes
 - 3.1 Regular Committee of the Whole Minutes – 11 January 2021
4. New Business
 - 4.1 Election Results - for discussion
 - 4.2 IamResponding - RFD
 - 4.3 Budget Preparations - for discussion
 - 4.4 Audit Committee Recommendations
 - 4.5 Police Advisory Board Recommendation
 - 4.6 Joint Council Meeting - Tuesday, February 2, 2021
5. Adjournment
 - 5.1 Regular Council Meeting is scheduled for Tuesday, February 16, 2021.



Minutes of the Committee of the Whole Meeting

Place: Conducted through Zoom, streamed live to Town of Oxford FaceBook.
Date: Monday, January 11, 2021
Presiding Officer: Mayor Gregory Henley
Councilors Present: Deputy Mayor Wade Adshade, Carla Black, Brenton Colborne, and Paul Jones
Regrets: Nil

A quorum was present throughout the meeting.

Staff in attendance: Deputy Clerk - Linda Cloney (recording secretary)

1. Call to Order

Mayor Henley called the meeting to order at 6:03 pm.

2. Approval of Agenda

It was moved and seconded that the agenda of the Committee of the Whole Meeting for January 11, 2021 be approved, as presented.

Motion Carried

3. Approval of Previous Minutes

It was moved and seconded that the minutes of the Regular Committee of the Whole Meeting for December 7, 2021 be approved.

Motion Carried

4. New Business

4.1 Temporary Borrowing Resolution: Duke Street Watermain Replacement

It was moved and seconded that Committee of the Whole recommend to Town Council to adopt the following Temporary Borrowing Resolution as presented.

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the Town of Oxford, subject to the approval of the Minister of Municipal Affairs and

Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the Town of Oxford has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the Town of Oxford has determined to borrow the aggregate principal amount of Six Hundred and Sixty-Three Thousand Dollars (\$ 663,000) for the purposes of Duke Street Watermain Replacement;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the Town of Oxford borrow a sum or sums not exceeding Six Hundred and Sixty-Three Thousand Dollars (\$ 663,000) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the Town of Oxford to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding Six Hundred and Sixty-Three Thousand Dollars (\$663,000) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

Motion Carried

4.2 Returning Office Report

Returning Officer Cloney presented to Council the Returning Office Report regarding the Special Election.

Voting will commence at noon on Monday, January 18 and end on Saturday, January 30, 2021.

Voter Information Letters have been mailed to eligible voters. If there are any eligible voter that did not receive their letter, they should contact the Returning Office at 902-447-2624.

5. Correspondence

5.1. Habitat for Humanity Update

Mayor Henley presented to Council correspondence from Habitat for Humanity. There will be a live zoom meeting on Wednesday, January 13 that the Mayor will be attending. Mayor Henley will update Council at the Regular Council Meeting on January 18, 2021.

6. Adjournment

At 6:11 pm, it was moved and seconded that the meeting be adjourned.

Motion Carried

Gregory Henley, Mayor

Linda Cloney, Recording Secretary



The Unofficial 2021 Special Election Results

The Town of Oxford hosted a Special Election January 18 - 30, 2021 for the two positions of Municipal Councillor.

49.1% of the eligible voters for Oxford voted. 351 voted by internet and 110 voted by telephone. A total count of 461 voters.

The unofficial results of the 2021 Special Election are as follows:

Office of Councillor (2 seats)

David Coté (79 votes)

Norma Estabrooks (124 votes)

Alfred King (145 votes)

Elected Arnold MacDonald (199 votes)

Byron MacDonnell (99 votes)

Elected Chrystal McNutt (205 votes)

There was 1 spoiled vote.

The official addition of the votes will be held at the Town Hall (105 Lower Main Street, Oxford, NS) starting at 10:00 am on Tuesday, February 2, 2021.

Dated at Oxford, NS in the County of Cumberland this 30th day of January, 2021.

Linda Cloney

Returning Officer

Town of Oxford

Wild Blueberry Capital of Canada

lcloney@oxfordns.ca



REQUEST FOR DECISION
IamResponding.com Subscription
#001-2021

Date: 01 February 2021	Subject: IamResponding.com Subscription for OFVD
Proposal Attached: Yes	Submitted by: Linda Cloney, Deputy Clerk

Proposal:	That the Town Council approve the Oxford Volunteer Fire Department's request to purchase the IamResponding.com as a tool for their communications.
Background:	<p>The County of Cumberland use to cover the cost for the Oxford Volunteer Fire Department to use the IamResponding.com communications tool.</p> <p>The Oxford Volunteer Fire Department have been using this for approximately 5 years now.</p> <p>In December 2020, the County of Cumberland ceased paying for the Town of Oxford. As the IamResponding.com was reaching out to advise the Town of Oxford, they did not have an updated list of contacts and were unable to reach to us in a timely manner.</p> <p>The Town Office spoke with the IamResponding.com and they have kindly waived a one month fee as we approach Council regarding this matter.</p> <p>There is a subscription agreement that we would need to enter, but it needs to be applied by March 1, 2021 or the Oxford Volunteer Fire Department will not be able to utilize this service.</p>
Benefits:	It will keep the efficiency of communications to our Fire Department Volunteers if there is a fire and it will let the Fire Hall know who is responding to the call.
Disadvantages:	The cost of the subscription as we are on a Budget Freeze
Options:	<ol style="list-style-type: none"> 1. Enter the subscription agreement with IamResponding.com <ol style="list-style-type: none"> 1.a – One-year Subscription - \$300.00 1.b – Three-year Subscription – Paid annually, at \$300/year <ol style="list-style-type: none"> 1.b.2 – Three-year Subscription – Paid up-front, for a total of \$900 1.c – Five-year Subscription – paid annually, at \$300/year

	<p>1.c.2 – Five-year Subscription – Paid up-front, for a total of \$1,425 (5% discount from annual payment rate)</p> <p>The One-time Set-up Fee has been waived: it was \$50</p> <p>Note: Telephone Call Costs: \$5/year. – This is paid annually, together with your annual Base Subscription Fee.</p> <p style="text-align: center;"><u>OR</u></p> <p>2. Do not enter the subscription agreement with Iamresponding.com and the Oxford Volunteer Fire Department will need to rely on their paging system.</p>
Required Resources:	Funds
Source of Funding:	General Operating
Sustainability Implications: (Environmental, Social, Economic and Cultural)	
Workplan Implications (now/future):	Will need to put this in the budget for the next years if Option 1 is chosen.
Communication Plan:	Will advise the Oxford Volunteer Fire Department of decision.
Staff Comments/ Recommendations:	Trueman Rushton, Fire Chief, highly recommends keeping the IamResponding.com service. Attached is a copy of his correspondence.
Deputy Clerk's Review/ Comments:	IamResponding.com has proven to be a useful tool for the Oxford Volunteer Fire Department and they have become reliant to this service when responding to Fire Calls.

Deputy Clerk Initials: _____

Target Decision Date: February 16, 2021

I am writing this letter on behalf of the Oxford Fire Dept. It was brought to our attention that our subscription to our I am Responding tool from what we figured out was that the county use to cover the cost for us but for some reason they are not anymore and our subscription runs out at the end of the month, after Linda talked with the subscriber we did get an extra month to make payment before they shut it off. As the budget is froze I was asked to write this to see if you could possibly cover this cost to keep this service. The I am Responding tool is as important to us as is the pager system many of our members can't carry their pagers to work but they always have their phones which the page will come across from the tool meaning we wouldn't have a delay getting to calls, the tool will also show who is responding to the hall , who cannot make it so the first one at the hall can look at the screen and know who is responding. There are many other uses for this tool we can track equipment, training, it can be set up so we can talk with our mutual aid department. The I am responding tool will also work if the paging system for some reason goes down meaning we would still know if we have a call so there wouldn't be a delay getting to a call. The cost for a years subscription is 300.00 then there is a 3 year and a 5 year term as well if we do not renew it do it at a later date there is a cost for setting it back up. I would just like to state again this is an important tool for us considering the cost of a new pager is around \$600.00 so if we have no pagers and new members get in we can have them set up so that they will get all the pages that we do. If you have any further questions on the I am Responding tool feel free to contact me at 902-664-6600 or by email at truemanrushton@gmail.com

Thanks

Trueman Rushton Chief

Linda,

I'm so sorry about the delay. Here is a lot of information for you:

First I have attached the full agreement. The \$50 set up fee was paid for by Cumberland in 2015 so that is waived.

Second I have attached our brochure, it is missing some of our new features such as the custom display and Two tone detect but it covers a bit.

Next I wanted to give some background on the account. In 2015 the account was started with the Cumberland County group. Since then they have paid for the account. December 2020 we were informed by Mike Carter that Oxford was not part of the Cumberland Group. We reached out to the email ovfd@town.oxford.ns.ca which is the address that we had for Past Chief Rushton. January we reached out to the only master user on the account for Oxford, Chief Trueman Rushton.

In order to continue service we will need the attached agreement filled out, signed and returned as soon as possible. We do understand this was sent to you late and there is a grace period so the account WILL NOT be suspended on February first if we don't have the agreement and payment. We are happy to work with you every step of the way and I am here if you have any questions at all.

There is a good amount of regular use in the system but there are features that are not currently in use. We do offer free training anytime so if that is something that is of interest we are happy to set that up as well.

[Request training information here!](#) Or Email us at Training@Emergencysmc.com

Kelsey Furth
IamResponding.com

Emergency Services Marketing Corp., Inc.
PO Box 93
DeWitt, New York 13214
Phone: 315-701-1372 x 29
Facsimile: 315-314-7748
kfurth@emergencysmc.com

For technical support assistance, please email: support@emergencysmc.com

We LOVE referrals from our subscribers. We'll provide a free month extension to your subscription for every referral that results in a new department subscribing. The more you refer the more free months you could receive. Please contact me for more information.



SUBSCRIPTION AGREEMENT

NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate.

FULL SUBSCRIBER NAME:

Oxford Fire Department (NS)

(The name of the entity that is subscribing, hereinafter "Subscriber")

SUBSCRIPTION COMMENCEMENT DATE:

February 1, 2021

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the IamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its' own internet connection and hardware.

1. The subscription shall commence on the Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided until ESMC has received this signed Subscription Agreement from Subscriber.

2. a) Term and Base Subscription Fee (*In this section, you must check one box*):

The subscription length and cost selected by Subscriber is as follows:

One-year Subscription

\$300

Three-year Subscription

Paid annually, at \$300/year

Paid up-front, for a total of \$900

Five-year Subscription

Paid annually, at \$300/year

BEST OVERALL VALUE → Paid up-front, for a total of **\$1,425** (5% discount from annual payment rate)

b) One-time Set-up Fee: **\$50 Waived.**

This is due with your initial Base Subscription Fee.

c) Telephone Call Costs: **\$5/year.**

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$5, times the number of years of your selected Term (\$15 for a 3-year agreement; \$25 for a 5-year agreement).

Please return by:

Email to: Subscriptions@emergencysmc.com

Facsimile to: (315) 314-7748

Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 1 of 5 (KGF)

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at www.iamresponding.com.
5. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
6. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
7. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
8. If Subscriber has a website for its department or agency on which it is able to place links to other websites, Subscriber shall add a link on its site to www.iamresponding.com.
9. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than _____ (insert "none" if no sales person was involved in procuring this subscription).
10. If Subscriber has selected a multi-year Term in paragraph 2(a), ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
11. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.
12. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.
13. Subscriber has specifically represented to ESMC that its average annual number of dispatched events for the past three (3) years has been less than 100/events per year, and that it does not reasonably believe

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Page 2 of 5 (KGF)

that this average will be exceeded during the term of this agreement. Subscriber understands that the subscription fee set forth in this agreement represents special pricing based specifically upon these representations, and that, but for such representations, the normal subscription fee for a one year subscription would be \$800.

14. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.
15. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
16. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
17. Subscriber certifies that Subscriber (**check one box below**):
 - IS** a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is:
_____ (*Please attach tax exemption certificate*).
 - IS NOT** a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.

Please return by:

Email to: Subscriptions@emergencysmc.com

Facsimile to: (315) 314-7748

Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 3 of 5 (KGF)

18. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Subscribing Entity's Name: _____

Printed Name: _____

Date: _____

Signature: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
Daniel R. Seidberg, President

All subscription fees are in US funds, and shall be paid in US funds. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.

Please return this ENTIRE agreement to us; not just the signature page!

*All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005*

Please return by:

Email to: Subscriptions@emergencysmc.com

Facsimile to: (315) 314-7748

Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 4 of 5 (KGF)

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FROM AS YOUR INVOICE

IamResponding.com

Emergency Service Marketing Corp., Inc.
 P.O. Box 93
 Dewitt, New York 13214-0093
 Phone: (315) 701-1372 Fax: (315) 314-7748

Self Made Invoice

Date: _____

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
<p>Please select <u>ONE</u> applicable payment option below:</p> <p><input type="checkbox"/> One-Year Term (\$300 Base Fee + \$50 Set-Up Fee + \$5 Telephone Fee = \$355)</p> <p><input type="checkbox"/> Three-Year Term, Paid Annually (\$300 Base Fee + \$50 Set-Up Fee + \$5 Telephone Fee= \$355)</p> <p><input type="checkbox"/> Three-Year Term, Paid Up-Front (\$900 Base Fee + \$50 Set-Up Fee + \$15 Telephone Fee = \$965)</p> <p><input type="checkbox"/> Five-Year Term, Paid Annually (\$300 Base Fee + \$50 Set-Up Fee + \$5 Telephone Fee = \$355)</p> <p><input type="checkbox"/> Five-Year Term, Paid Up-Front (\$1,425 Base Fee + \$50 Set-up Fee + \$25 Telephone Fee = \$1,500)</p>	
<p>**All fees are in US funds, and shall be paid in US funds. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.</p>	<p>Total :</p>

Please update your billing contact information!

<p>Billing Contact Name: _____</p> <p>Billing Contact Email: _____</p> <p>Billing Contact Phone: _____</p> <p>Billing Contact Fax: _____</p> <p>Billing Address: _____</p> <p>_____</p>	<p>All payments in US funds ONLY</p> <p>Payments accepted via Check or Money Order</p> <p>Make checks payable to: Emergency Services Marketing Corp., Inc. (Tax ID #: 20-5787005)</p> <p>Thank you for your business!</p>
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Please return by:
 Email to: Subscriptions@emergencysmc.com
 Facsimile to: (315) 314-7748
 Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093
 Page 5 of 5 (KGF)

Recommendations from the Audit Committee to Oxford Town Council.

The Audit Committee met on January 14, 2021 and would like to present Council with two recommendations.

1. The Audit Committee recommends that each Council member should be a chairperson for a department. This is for the purpose that Council members would be authorizing each invoice from their respecting department and reporting back to Council.
2. The Audit Committee recommends that Council should revisit the Procurement Policy. Department heads are purchasing without any council input or authorization, and it is felt that there should be more involvement from Council. Also, the audit committee has offered to revise the Procurement Policy if Council so chooses.

Town of Oxford Procurement Policy

Effective Date: 18 December 2018

Approval by Council Resolution: 17 December 2018

Table of Contents

Contents

Purpose.....	3
Application.....	4
Spending Authority.....	5
Procurement Process.....	7
Appendix 1 – Definitions.....	12
Appendix 2 –Special Services.....	15
Appendix 3 – Alternative Procurement.....	16
Appendix 4 – Procurement Tools.....	18
Appendix 5 - Purchasing Cards.....	19
Appendix 6 – Cardholder Agreement.....	24
Appendix 7 – Purchasing Card Application/Change.....	25
Appendix 8 – Cardholder Transaction Log.....	26
Appendix 9 – Procurement Decision Tree.....	27

Purpose

1. To provide guidelines for the procurement of all goods and services for the Town of Oxford based on sound management and public procurement practices. Procurement methods shall be open, fair, transparent and consistent, while being both efficient and effective; procurement methods should reflect the need to make timely decisions and make best use of staff time to reach defensible procurement decisions.
2. To establish a more efficient and cost-effective method of procuring and paying for low dollar value, high volume goods and services, as well as, travel expenses, registrations and other corporate affiliated expenses, while maintaining acceptable levels of control and accountability.

Application

3. This policy applies to all procurement activity of the Town of Oxford.
4. The Chief Administrative Officer (CAO) of the Town of Oxford is responsible for ensuring compliance with this policy.
5. All Town of Oxford personnel who have responsibility for the procurement of goods, services, construction, or facilities must adhere to this policy. Failure to adhere may result in a temporary or permanent loss of procurement privileges or in more extreme cases result in disciplinary action and/or dismissal.

Spending Authority

Roles and Responsibilities

6. Chief Purchasing Officer Responsibilities

- a) The CAO shall be the Chief Purchasing Officer for the Town and shall oversee the purchasing practices of all departments to ensure compliance with the Town's purchasing policy.
- b) The CAO shall issue purchase orders for operational supplies for the general government services department, Emergency Management Office (EMO) and other protective services, public health and welfare services for all departments in accordance with purchasing policy procedures. The CAO shall issue operational purchase orders for the other departments in the absence of the respective director.
- c) *Low value thresholds* – The CAO shall be responsible for approving low value operational purchases of \$10,001 or more for all departments in accordance with Procurement Policy procedures.
- d) *High value thresholds* – The CAO shall prepare and call tenders for all high value purchases of the Town and shall guide the tender opening process through the appropriate procedure, as detailed in this policy.

7. Director Responsibilities

- a) Directors shall issue all purchase orders for their departments only. All purchase of goods and services shall require a purchase order to be issued.
- b) No director shall charge a purchase to another department without the prior knowledge and approval of the director affected.
- c) *Low Value Thresholds* – Directors of departments shall be responsible for approving low value operational purchases up to and including \$10,000 for their own department in accordance with Procurement Policy procedures.
- d) *High Value Thresholds* – For purchase requirements above high value thresholds set in the Procurement Policy, the director shall submit a set of specifications for inclusion in the public tender call process to the CAO.

Operational Purchasing

8. Purchase Order Procedures

- a) The Town uses a purchase order (PO) system for each purchase. The CAO and directors are the only individuals with the authority to use POs.
- b) POs must be signed and dated. One copy is given to the accounts payable (A/P) clerk while the director maintains one copy until the goods/service has been received. Once received, the director's copy is sent to the A/P clerk and matched with the first copy.
- c) Once received, the invoice is matched with the PO to ensure a valid purchase.

- d) The A/P clerk enters all invoices for payment and initials the invoice once posted. A report is prepared for the Deputy Clerk to compare to posted invoices.
- e) The A/P clerk runs cheques for invoices posted. The clerk matches invoices to cheques and puts the cheque number and date on the invoice and PO.
- f) The cheques and invoices are given to individuals with signing authority. They compare the invoices to the cheque and sign when satisfied. They also initial the invoice to indicate they have reviewed and signed the cheque.
- g) Bank reconciliations are performed each month by the Deputy Clerk Reconciliations are initialed and dated by the Deputy Clerk once completed. Reconciliations are reviewed and approved by the CAO.
- h) All purchases must be covered with a purchase order.
- i) Prior to budget approval, directors shall not purchase items considered unnecessary to the continuance of the existing operation.
- j) It is not permissible to issue a PO that will put the account over budget without first having approval for the over-budget amount. Reallocation between expenditure accounts and equipment priority changes in the same expenditure must also have prior approval.

Procurement Process

Objectives

9. The Town of Oxford is committed to:
 - a) Providing for the procurement of goods, services, construction and facilities in a fair, open, consistent, and transparent manner resulting in best value.
 - b) Encouraging competition, innovative ideas and solutions, while respecting all Legislative and Trade Agreement obligations.
 - c) Promoting sustainable procurement in procurement decisions, including identifying and exploring opportunities to work with and support social enterprises and businesses that are owned by and who employ under-represented populations.
 - d) Ensuring that qualified suppliers have equal opportunity to bid on the Town of Oxford's procurement activity.
 - e) Being accountable for procurement decisions.

Thresholds

10. *Low Value Procurement*¹

- a) Goods up to and including \$10,000
- b) Services up to and including \$25,000
- c) Facilities up to and including \$10,000
- d) Construction up to and including \$25,000

11. For all low value procurement activity with a procurement value as outlined above (excluding taxes), Town of Oxford personnel are expected to, as far as practicable, attempt to obtain at least three quotes and award to the supplier offering best value. The only exception to this would be when the Town of Oxford personnel are using Alternative Procurement Practices as outlined in this Policy or are accessing a publicly tendered standing offer.

12. When selecting the list of suppliers to be provided the opportunity to quote, Town of Oxford personnel will make every effort to ensure a fair and open process is followed. While Town of Oxford personnel are expected to invite only qualified suppliers, they are not to consistently invite bids from only one or a select group of suppliers. Invitations and bidding opportunities are to be equitably distributed among all potential bidders in an area, and all interested and qualified suppliers are to be evaluated on a consistent and equitable basis. here

¹ Purchases under \$1,000 do not require a quote. If one exists, they must be purchased under a standing offer provided it would provide best value. Directors must approve such purchases and appropriate documentation (e.g. receipts, invoices) must be kept.

increased competition is appropriate, Town of Oxford personnel may choose to publicly tender for goods, services, construction or facilities that fall within the above thresholds.

13. *High Value Procurement*

- a) Goods over \$10,000
- b) Services over \$25,000
- c) Facilities over \$10,000
- d) Construction over \$25,000
- e) In some cases where deemed appropriate to improve efficiencies the CAO may revert to a three-quote process upon agreement of Council where it does not contravene, regional, national or international trade agreement.

14. All procurement activity with a procurement value over the thresholds (excluding taxes) outlined above must be obtained through a public tender. See Appendix 4 of this Policy for an outline of tools available for public tender. The only exception to this would be when Town of Oxford personnel are using an Alternative Procurement Practice or are accessing a publicly tendered standing offer. All public tender opportunities must be posted on the Province of Nova Scotia Procurement Web Portal. Town of Oxford personnel may wish where appropriate to also advertise in local, provincial, or national media; however, there is no obligation to do so. In addition, a notice of tender opportunity may be sent to selected suppliers where required to ensure an adequate degree of competition.

15. *Alternative Procurement Practices*

In order to balance the need for open, competitive process with the demands of urgent or specialized circumstances, Alternative Procurement Circumstances have been developed. These circumstances must be used only for the purposes intended and not to avoid competition or used to discriminate against specific suppliers. To ensure appropriate use, each circumstance must be documented by Town of Oxford personnel stating the rationale permitting the Alternative Procurement Circumstance and signed by the CAO. All documents must be filed and maintained for audit purposes. See Appendix 2 for a list of the Alternative Procurement circumstances, as well as further requirements on documentation.

16. *Bid Opening, Evaluation, and Award*

- a) *Bid Opening*
Bids are accepted in accordance with the closing time, date, and place stipulated in the bid request documents. Members of the public may receive the list of bidders electronically after bid opening.
- b) *Bid Evaluation*

All bids are subject to evaluation after opening and before award of contract. The bid request documents must clearly identify the requirements of the procurement, the evaluation method, evaluation criteria based on the purpose and objectives of this policy, and the weights assigned to each criterion.

c) *Award*

The winning bidder and contract award amount for all high value procurement activity must be posted on the Province of Nova Scotia's Procurement Web Portal. After contracts have been awarded, routine access to information at the vendors' request shall be provided in the following areas:

d) *Bidders list*

- i. Name of winning bidder
- ii. Award price excluding taxes of the winning bidder
- iii. Access to tender documents or other proprietary information is subject to the provisions of the Freedom of Information and Protection of Privacy Act.

e) *Supplier Debriefing*

At the request of a supplier who submitted a bid, Town of Oxford personnel will conduct a supplier debriefing session to provide feedback on the evaluation of the public tender. Suppliers can find out how their proposal scored against published criteria, obtain comments on their bid, and gather information on how future bids may be improved. Bids are not compared to others, nor will information on other bids be provided.

f) *Supplier Complaint Process (SCP)*

When a supplier is not satisfied with the information provided in a supplier debriefing, the supplier may file a complaint in accordance with the Supplier Complaint Process as defined in the Public Procurement Act. The SCP is not a dispute resolution process, but rather is intended to handle supplier complaints and to improve faulty or misleading procurement processes. The SCP is an integral part of a fair and open procurement policy.

17. *Fair Treatment for Nova Scotia Suppliers*

While it is recognized that this policy has no provision for "local preference" purchasers should ensure that local suppliers have an equal opportunity to participate in the competitive bidding process described in this policy. Based on the principle of best value for the Town of Oxford and when deemed to be in their best interest, Town of Oxford personnel may apply a preference for goods valued up to and including \$25,000 that are manufactured or produced in Nova Scotia. The final decision to apply a preference to a Nova Scotia supplier shall be approved by the CAO. Town of Oxford personnel may also choose to apply a Nova Scotia preference or restrict the receipt of quotations at or below the low value procurement thresholds to Nova Scotia suppliers. Any decision made by Town of Oxford personnel should be based on budget considerations and shall be approved by the CAO.

Other Considerations

18. *Cooperative Procurement*

Town of Oxford personnel are encouraged to look for opportunities to collaborate with government agencies when the arrangement may result in overall cost savings or other substantial advantages. For example, joint procurement may be appropriate to procure commonly used goods, services, fuel oil, natural gas, telecommunications, etc.

19. *Standing Offers*

Town of Oxford personnel may access all Province of Nova Scotia standing offers, as well as any standing offer established through the Procurement Advisory Group for the Province should Town of Oxford personnel wish to make use of the savings opportunities.

Obligations under the *Public Procurement Act*

20. In addition to the areas already covered by this Policy, the following are additional obligations of the *Public Procurement Act* that the Town of Oxford personnel are required to adhere to with their procurement practices.

a) *Terms and Conditions*

Every public tender notice must include or have attached the terms and conditions that govern the purchase of goods, services, construction, or facilities. The terms and conditions of every public tender notice must be consistent with the Atlantic Standard Terms and Conditions for the procurement of goods, services, or facilities and the Construction Contract Guidelines developed in collaboration with the Construction Association of Nova Scotia for the procurement of construction.

b) *Posting Tender Notices and Awards*

All opportunities subject to a public tender must be advertised on the Province of Nova Scotia Procurement Web Portal. Town of Oxford personnel must also post on the Procurement Web Portal the name of the successful bidder for the public tender and the contract amount awarded.

c) *Code of Ethics*

Town of Oxford personnel and council must ensure their conduct in relation to procurement activity is consistent with the "Duties of public sector entity employees" in the *Public Procurement Act*. This includes a request for removal from a procurement activity when a personal conflict of interest is perceived.

d) *Other*

i. *Policy Posting*

Town of Oxford personnel will ensure this policy is posted on the town's web site.

ii. *Supplier Development Activities*

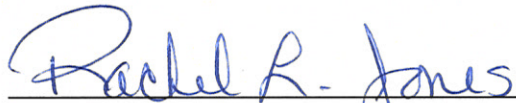
Town of Oxford personnel will make every attempt where appropriate to participate in vendor outreach activities as requested by the Procurement Governance Secretariat.

iii. *Regulations*

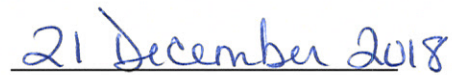
Town of Oxford personnel will make sure that procurement practices remain consistent with any regulations that are adopted under the *Public Procurement Act*.

Clerk's Annotation for Official Policy Book

THIS IS TO CERTIFY THAT this the foregoing is a true and accurate copy of the Town of Oxford's Procurement Policy which was adopted by Council at its duly convened meeting held 17 December 2018.



Chief Administrative Officer



Date

Appendix I – Definitions

1. *Atlantic Standard Terms & Conditions*
Standard instructions that support public tenders issued by the four Atlantic provinces for goods and services. Supplements may be added if and when required.
2. *Best Value*
Evaluating bids not only on purchase price and life cycle cost considerations, but also taking into account items such as environmental and social considerations, delivery, servicing, and the capacity of the supplier to meet other criteria as stated in the tender documents.
3. *Bid*
A supplier response to a public tender notice to provides goods, services, construction or facilities.
4. *Construction*
The construction, reconstruction, demolition, repair, or renovation of a building, structure, road or other engineering or architectural work, excluding the professional consulting services related to the construction contract unless they are included in the procurement.
5. *Construction Contract Guidelines*
Standard instructions developed in consultation with the Construction Association of Nova Scotia that support construction tenders.
6. *Goods*
Materials, furniture, merchandise, equipment, stationery, and other supplies required by the Town of Oxford for the transaction of its business and affairs and includes services that are incidental to the provision of such supplies.
7. *Facilities (also referred to as Building Leases)*
All building lease requirements covering the conveyance of the right to use tangible building property for a specified period of time in return for rent.
8. *Procurement Activity*
The acquisition of all goods, services, construction, or facilities procured by purchase, contract, lease, or long-term rental.

9. *Procurement Value*

The value of the total contract excluding taxes but including all options whether exercised or not. For Facilities this value is determined by the monthly lease/rent times the term of the contract.

10. *Procurement Web Portal*

The public website maintained by the Province of Nova Scotia where all public tender notices are posted.

11. *Public Advertisement*

Advertising a public tender notice on the procurement web portal.

12. *Public Procurement Act (PPA)*

An Act outlining the rules related to the procurement activity of all public-sector entities (including municipalities) in the Province of Nova Scotia.

13. *Public Tender*

Procurement for goods, services, construction, or facilities obtained through public advertisement. (See Appendix 3 for an outline of the various tools that can be used for public tender.)

14. *Public Tender Notice*

Notice of intended procurement for goods, services, construction, or facilities obtained through public advertisement.

15. *Services*

Services required by the Town of Oxford for the transaction of its business and affairs, excluding services provided by an employee through a personal services contract.

16. *Standing Offer*

A standing offer is a contractual arrangement with a supplier to provide certain goods or services on an 'as required' basis, during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit.

17. *Sustainable Procurement*

Sustainable Procurement involves taking a holistic approach to obtain best value. This will be done by integrating the following considerations in the procurement process:

- a) Environmental considerations: e.g. Green House Gas Reduction, Waste Reduction, Toxic Use Reduction

- b) Economic considerations: e.g. Life Cycle Cost, Fiscal Responsibility, Support for the Local Economy
- c) Social considerations: e.g. Employee Health and Safety, Inclusiveness and Fair Wage, Health Promotion.

Appendix 2 –Special Services

1. Legal services will be acquired by public tender every five years.
2. Banking services will be acquired by request for proposal every five years.
3. Audit services will be acquired by public tender every five years. The Auditor's quality of work will be reviewed each year by the Audit Committee. Annual renewal of the contract for audit services will be made by the Audit Committee.
4. Engineering services will be by public tender every five years.
5. Insurance coverage will be by public tender every five years.

Appendix 3 – Alternative Procurement

Only those holding the appropriate role/position may delegate signing authority.

1. Low Value Purchase

The CAO may delegate signing authority for low value Alternative Procurement transactions to the head of a given business area. No further approvals will be necessary. The CAO will ensure persons with delegated signing authority will be held accountable for their actions and that all procurement activities by Town of Oxford personnel are properly documented and filed for follow up and audit. The CAO shall remain accountable for the proper use of alternative procurement transactions.

2. High Value Purchase

Town of Oxford personnel wishing to make use of a high value Alternative Procurement practice (with the exception of an emergency) must consult with the CAO to obtain his or her approval and identify the most appropriate means by which to proceed with the satisfaction of the requirement. If in agreement, CAO may direct Town of Oxford personnel to proceed with the procurement. The CAO may wish to confer with provincial government procurement officials for discussion, validation, and/or alternative options. The CAO may delegate signing authority for high value alternative procurement transactions to an Acting CAO in their absence. All appropriate documentation will be maintained on file for audit purposes. The CAO will ensure persons with delegated signing authority will be held accountable for their actions. The CAO shall remain accountable for the proper use of alternative procurement transactions.

Alternative Procurement Circumstances

3. No Threshold Restrictions

Town of Oxford personnel may use the following Alternative Procurement practices as described below for the procurement of goods, services, construction or facilities, with no threshold restrictions:

- a) Where an unforeseeable situation of urgency exists, and the goods, services, or construction cannot be obtained in time by means of open procurement procedures. Entities must ensure inadequate planning does not lead to inappropriate use of this exemption.
- b) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption, or otherwise be contrary to the public interest.
- c) Where compliance with the open tendering provisions set out in this Policy would interfere with a Party's ability to maintain security or order, or to protect human, animal, or plant life or health.

- d) In the absence of tenders in response to an open or selective tender, or when the tenders submitted have been collusive, or not in conformity with the essential requirements in the tender.
- e) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright, and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative.
- f) Where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists.
- g) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly.
- h) For the purchase of goods on a commodity market.
- i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor.
- j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.
- k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
- l) For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- m) For the procurement of original works of art.
- n) For the procurement of subscriptions to newspapers, magazines, or other periodicals.
- o) For the procurement of real property.
- p) For the procurement of goods intended for resale to the public.
- q) For the procurement from philanthropic institutions, prison labour, persons with disabilities, sheltered workshop programs, or through employment equity programs.
- r) For the procurement from a public body or a non-profit organization.
- s) For the procurement of services of expert witnesses, specifically in anticipation of litigation or for the purpose of conducting litigation.

5. Threshold Restrictions

Town of Oxford personnel may use the following Alternative Procurement practices as described below, up to the high value thresholds of this Policy:

- a) For the procurement of goods or services for the purpose of evaluating or piloting new or innovative technology with demonstrated environmental, economic, or social benefits when compared to conventional technology, but not for any subsequent purchases.
- b) For procurement that fosters the development of minority businesses.

Appendix 4 – Procurement Tools

Below is an outline of some of the various tools available for use when issuing a public tender:

1. *Request for Proposal (RFP)*

Used when a supplier is invited to propose a solution to a problem, requirement, or objective. Suppliers are requested to submit detailed proposals (bids) in accordance with predefined evaluation criteria. The selection of the successful proposal is based on the effectiveness, value, and price of the proposed solution. Negotiations with suppliers may be required to finalize any aspect of the requirement.

2. *Request for Construction (RFC)*

Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.

3. *Request for Quotation (RFQ)*

A request for quotation on goods or products with a minimum specification. Award is usually made based on the lowest price meeting the specification. An RFQ does not normally but may sometimes include evaluation criteria.

4. *Request for Standing Offer (RSO)*

A public tender to provide commonly used goods or services. The term of the standing offer can vary in duration but will be clearly defined in the tender documents. RSO's may include evaluation criteria depending on the requirement.

5. *Request for Expression of Interest (REI)*

The Request for the Expression of Interest is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short-listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.

Appendix 5 - Purchasing Cards

Objectives

1. The Town of Oxford is committed to:
 - a) Reducing the costs of procuring and paying for low dollar value goods, services, and travel expenses by reducing the number of small orders and invoices processed and the number of cheques issued.
 - b) Eliminating the issuance of travel and cash advances in addition to separate payments or registration fees, transportation costs, and accommodations.
 - c) Maintain the existing levels of discounts negotiated with suppliers for prompt payment by providing a more efficient payment process.
 - d) Streamline administrative functions and reduce the time spent by departments processing payments.
 - e) Maintain an acceptable level of accountability and safekeeping of the Town of Oxford's assets by setting appropriate limits and restrictions on the use of cards.

Roles and Responsibilities

2. Purchasing cards may be used by select authorized purchasers for procuring both goods and services for the Town of Oxford. The purchasing card has a transaction limit which is set by the Town of Oxford to meet the cardholder requirements. The CAO shall use discretion in the number of cards in use at the Town of Oxford by reviewing the nature of the positions which have cards and the requirement of their respective departments.
3. Unless a separate and different level has been specifically approved by Council, the purchasing card limits shall be as follows:
 - a) Mayor - \$5,000
 - b) CAO - \$5,000
 - c) Directors - \$2,500

These limits are defined as the maximums for individuals the CAO deems appropriate to have a purchasing card. The limits represent the total amount of purchases that can be charged to the card during a one-month billing cycle.
4. Under no circumstances shall a transaction be split into two or more separate receipts to bypass the transaction dollar limit on the card or the approval limits of the employee.
5. The purchasing card may not be used to purchase or pay for:
 - a) Personal purchases
 - b) Cash Advances
 - c) Alcohol

Procedure

6. Orders, reservations, and registrations may be placed either by internet, fax, phone or in person. The monthly processing can be summarized as follows:
 - a) Authorized cardholders make purchases in the normal course of business and maintain a record of all card transactions.
 - b) Cardholders verify monthly statements against their record and purchase transaction logs (provided in Appendix 6) and provide project, process or reason for purchase.
 - c) Supervisor of the cardholder approves the statement for payment and sends to Deputy Clerk for payment.
 - d) The Deputy Clerk receives and pays the monthly billing allocating expenses according to details provided.
7. Written agreements shall be made with the bank, including fee schedules and processing procedures. The bank may assign a manager to the Town's account in addition to the Town's monitoring mechanisms
8. To enhance accountability, there shall be a segregation of duties involved with purchasing cards, including payment approval, accounting, and reconciliation.

Receiving Goods

9. The cardholder shall keep a copy of all supporting documentation (e.g. cash register and purchasing card receipts, vendor notices, purchase register, etc.) and attach it to the monthly statement. The cardholder shall certify that the goods have been received by signing the sales slip.

Disputed Items and Returns

10. Disputed items are purchases that do not accurately reflect the transactions made by the cardholder (e.g. wrong amount, incorrect account number, multiple posting, etc.) The cardholder shall be responsible for reporting these as soon as possible to the bank and the Deputy Clerk.
11. Problems with merchants relating to unsatisfactory goods, late delivery, changes from quoted process, etc. shall not be considered disputed items and shall be settled directly with the vendor by the buyer. In the event the goods are to be returned to the supplier, the cardholder shall request a Return Confirmation Number from the supplier along with return instructions and forward the goods back to the supplier in accordance with these instructions. All credits must be processed against the purchasing card; under no circumstances shall a cash refund be permitted.

Billing and Statements

12. Purchases made on the purchasing card shall be the liability of the Town of Oxford. Upon receipt of a monthly bill, the Deputy Clerk will ensure payment is affected promptly to avoid financing charges. Individual card statements detailing purchasing activity during a billing cycle will be reconciled by the cardholder in a timely manner and returned to Deputy Clerk.

Reconciliations

13. In order to keep a record of the purchases on the card and perform proper statement verification, the cardholder will maintain a transaction record or log. This record will assist in the verification of the monthly card statement. It is possible that all card transactions may not appear on the statement due to timing differences. In these cases, the cardholder shall make a note of this to ensure the transaction is carried forward to the next month's transactions for verification against the following month's statement. Missing credits shall be addressed directly with the vendor.

14. In order to verify the monthly card statement, the cardholder shall keep a copy of the transaction records. A transaction log may be used for this purpose and is a good way to record items such as registrations for which the buyer does not receive a transaction record at all times. The following information shall be provided on the transaction log:
 - a) Cardholder Name
 - b) Cardholder signature verifying accuracy and accepting responsibility
 - c) Purchase Date
 - d) Vendor Name
 - e) Description of goods purchased – project, process or equipment
 - f) Total amount of invoice
 - g) GST amount
 - h) Budgeted Account to be allocated
 - i) Manager's signature of authorization

If purchases appear on the transaction log and not on the corresponding statement, the cardholder shall document these purchases on another log to be used for the following month and cross them off the current month's log.

Card Issuance

15. Cards shall be issued in the name of the Town of Oxford and the individual designated by the CAO. Individuals wishing to be appointed card shall apply to the CAO (see Appendix 5). The CAO shall be responsible to ensure that the individual is familiar with the guidelines for the use of this card as outlined in this document. Cardholders should be fully trained on the responsibilities associated with the purchasing cards, including telephone, fax and internet

purchases, as well as the repercussions if they abuse the card. Upon receipt of the card, the cardholder shall be required to sign a Cardholder Agreement, as set out in Appendix 4.

Card Cancellation

16. Purchasing cards will be cancelled when the cardholder no longer holds a position approved for a card, no longer requires the card, the card is lost or stolen or when the cardholder has terminated employment with the Town of Oxford. The card may also be cancelled if it is not used in accordance with the guidelines outlined in this document. Any card can be cancelled at any time by the CAO or the cardholder's manager.

17. A written request from the cardholder's manager shall be forwarded to the CAO with the name of the cardholder and the reason for cancellation. The Deputy Clerk shall contact the bank and shall confirm the cancellation. It shall be the responsibility of the manager to ensure that terminated employee's cards are cancelled immediately upon termination from the Town of Oxford. It shall also be the manager's responsibility to ensure that cancelled purchasing cards are returned to the CAO for destruction.

Lost or Stolen Cards

18. All purchasing cards shall remain the property of the Town of Oxford and must be protected in the same way as a personal purchasing card. Should the card be lost or stolen, it shall be the cardholder's responsibility to report the event immediately to the bank and to the CAO. If the cardholder requires assistance with statements, disputed items or other issues, they may contact the Deputy Clerk

Roles and Responsibilities

19. *CAO or designate shall be responsible to:*
 - a) Administer and audit the purchasing card program
 - b) Maintain a master list for all cards
 - c) Maintain all original cardholder agreements
 - d) Ensure monthly billings are paid in a timely fashion
 - e) Ensure cardholders are completing statement reconciliations accurately
 - f) Offer training and support to cardholders when issues occur during the process
 - g) Monitor employee activities, print reports, and adjust spending levels
 - h) Perform random audits of purchasing card transactions
 - i) Track historical data to monitor program performance and ensure cost control targets are reached
 - j) Overall administration of purchasing card program

20. *Cardholder shall be responsible for:*

- a) The security of their card and should not share the purchasing card or the card number with other individuals
- b) The use of the card in accordance with the guidelines outlined in this document and other related policies and procedures
- c) Confirm budget allocation for items being purchased;
- d) Keep supporting documents (e.g. cash register and purchase card receipts, vendor notices, packing slips, etc.) related to all purchases made with the card for reconciliation
- e) Maintain a log of transactions for statement verification and providing expenditure details
- f) Submit all supporting documents and a reconciled statement to the Finance Department within one week of receipt of the statement
- g) Contacting the supplier if there are any problems with the order received and address disputes for a resolution
- h) Ensure all returns are credited to the statement
- i) Reporting lost or stolen cards to the bank and the CAO
- j) Returning the card when requested to do so

Appendix 6 – Cardholder Agreement

Employee Acknowledgement of Responsibilities and Obligations Form

The Town of Oxford is pleased to present you with a purchasing card. It represents the Town's trust in you and your empowerment as a responsible employee of the Town to safeguard and protect the Town's assets.

I, _____, hereby acknowledge receipt of a Town of Oxford purchasing card, number _____.

As a cardholder, I agree to comply with the terms and conditions of this Agreement and the applicable provisions of the Purchasing Card Policy. I acknowledge receipt of the Purchasing Card Policy and confirm that I have read and understand its terms and conditions. I understand the Township is liable to the Bank for all charges made by me.

As the cardholder of this purchasing card, I agree to accept responsibility for the protection and proper use of this card as outlined in the Purchasing Card Policy. I understand that the Township may audit the use of the purchasing card. I also understand that I cannot use the procurement card for restricted uses listed in the Purchasing Card Policy.

I further understand that improper use of the purchasing card may result in disciplinary action up to and including termination of employment. Should I fail to use the purchasing card properly, I authorize the Town to deduct from my salary or from any other amounts payable to me, an amount equal to the total of improper purchases. I also agree to allow the Town to collect any amounts owed by me even if the Town no longer employs me. If the Town is required to initiate legal proceedings to recover amounts owed by me under this agreement, I agree to pay legal fees incurred by the Town in such proceedings.

I understand that the Town may terminate my right to use this purchasing card at any time for any reason. I agree to return the purchasing card to the Town's CAO immediately upon request or upon termination of my employment.

Cardholder Printed Name: _____

Signature: _____ Date: _____

Appendix 7 – Purchasing Card Application/Change

A purchasing card is requested for:

Name: _____ Department: _____

The above-named individual is responsible for purchasing goods and services in the performance of their position responsibilities, and as such, requires a purchasing card.

Type of Purchases:

Recommendations:

After giving consideration to the types and volume of purchases that I would expect to be covered by the purchasing card of this employee, I would recommend the following:

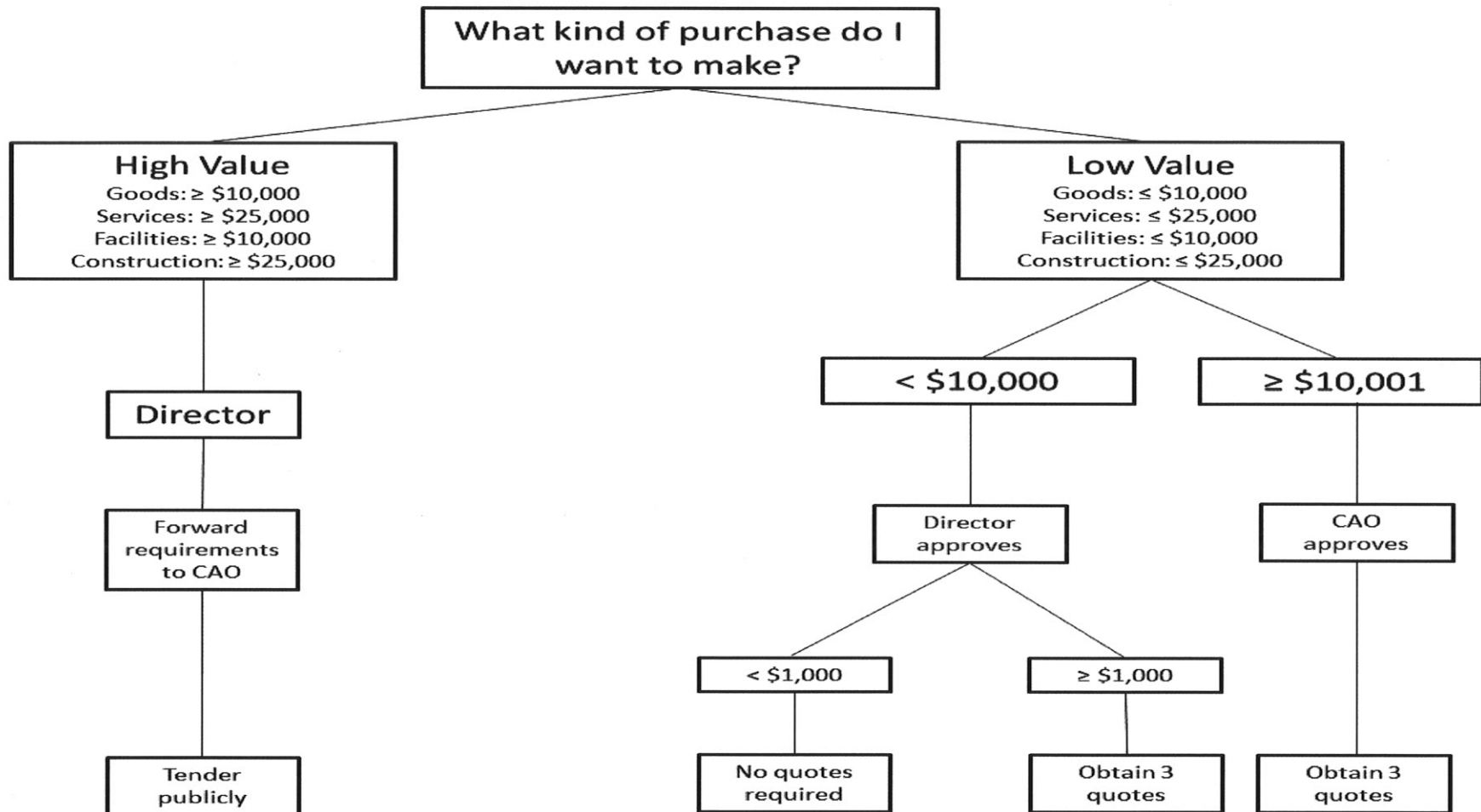
Transaction Limit: _____
(maximum value per transaction)

Monthly Balance Limit: _____
(maximum total purchases per month)

Supervisor's Approval: _____ Date: _____

CAO's Approval: _____ Date: _____

Appendix 9 – Procurement Decision Tree



Police Advisory Board Recommendation to Oxford Town Council

The Police Advisory Board met on January 26, 2021 at 6:00 pm.

The Police Advisory Board recommends to Council to approve the review of the intersection of Main, Lower Main, and Water Streets by WSP Canada Inc. as indicated within their proposal, dated January 23, 2020.

Note: This was recommended to Committee of the Whole on February 3, 2020 and it was decided to be considered during the budget discussions that year and now the Police Advisory Board would like this to be revisited.

This issue was originated by Council and given to the Police Advisory Board for their evaluation. This is the decision for the Police Advisory Board for the safety of the citizens that travel through that intersection.



January 23, 2020

Linda Cloney,
Deputy Clerk
Town of Oxford

via email: [lcloney@town.oxford.ns.ca]

**RE: Proposal to Complete Intersection Review
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

2020-03

Dear Ms. Cloney:

As requested, this is our proposal to conduct an Intersection Review for Main Street/Lower Main Street at Water Street in Oxford, NS (See Figure 1). The existing T-intersection is stop controlled on all approaches, however, there has been a history of rolling stops and concerns with vehicle and pedestrian conflicts at this location. WSP has completed many intersection reviews throughout the region and we have a strong understanding of this assignment and its requirements. This letter outlines our objectives, project team as well as our proposed scope and associated budget.

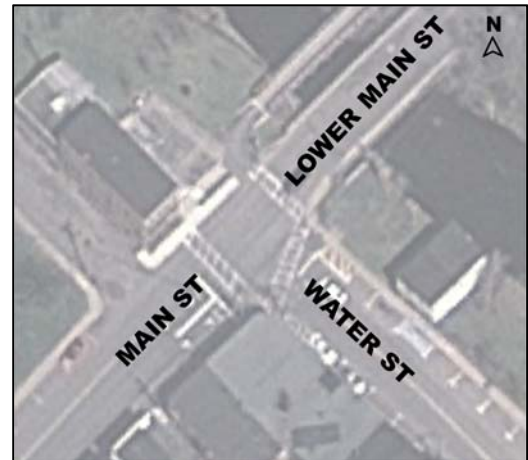


Figure 1 – Study Intersection, Oxford, NS

STUDY OBJECTIVES

The primary objective of this assignment is to conduct an intersection review for the Main Street at Water Street intersection that:

- Establishes existing traffic conditions at the Study Intersection using traffic volume data provided by the Town;
- Considers lane configuration and traffic control modifications that could be made to the Study Intersection; and,
- Assesses the impact of intersection changes to the Study Intersection.

PROJECT TEAM

Our project team includes professionals experienced in the practice of traffic engineering with extensive experience preparing intersection reviews of this scope. Key team members are described below:

Greg O'Brien, P.Eng. – will act as Project Manager and Senior Advisor for this Project, providing input on options and reviewing all submissions for quality assurance. He has been actively involved in traffic engineering and transportation planning for more than twenty years. He is a knowledgeable transportation engineer with extensive experience in preparation and review of Traffic Impact Studies, site plans and transportation functional designs. Greg is a member of the Transportation Association of Canada Traffic Operations and Management Standing Committee (TOMSC) and is a Past President of the Atlantic Section of the Canadian Institute of Transportation Engineers (CITE). He is familiar with the study area and is a registered Professional Engineer in the Provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador.

Hannah McBride, MScE, EIT - will act as Transportation Engineer for this project. Hannah will be responsible for the management of technical documentation, reviewing and analyzing traffic data as well as preparation of the final report. Since joining WSP, she has been heavily involved in several intersection and crosswalk reviews throughout the Maritimes. Her experience with traffic and active transportation projects as well as interests in emerging practices will be an asset to this project. Hannah is a registered Engineer in Training in Nova Scotia.



STUDY METHODOLOGY

The following section describes the tasks necessary to complete the Intersection Review for Main Street/Lower Main Street at Water Street:

1. WSP has previously met with the Town of Oxford representatives and have provided count forms for the Town to collect vehicle intersection turning movement data and pedestrian volumes. These counts were completed by the Town in May 2019 and WSP has since tabulated the data in 15-minute intervals with peak hours indicated by shaded areas.
2. We will project design hourly volumes at the intersection using an applicable growth rate based on available historical data and local knowledge of the area.
3. We will complete level of performance analyses at the intersection for AM and PM peak periods using *Synchro 10.0* intersection analysis software. Level of performance analysis will be completed for the existing traffic control and lane configuration, as well as scenarios using alternate traffic control and lane configurations. This will enable comparison of how changes to intersection lane configuration and traffic control could impact level of performance for the intersection.
4. We will review and comment on existing crosswalk locations and treatments at the intersection and we will consider additional transportation infrastructure that may improve traffic operations and increase safety at the intersection for all users.
5. We will prepare Concept Sketches for the intersection illustrating the recommended modifications.
6. We will prepare a draft technical Memorandum that summarizes methodology, findings, and recommendations for traffic control and configuration at the intersection. Once we have received and incorporated your comments on the draft we will finalize the Memorandum.

COST QUOTATION AND SCHEDULE

We estimate that the Intersection Review, as described above, can be completed for a total overall budget of **\$3,150 plus HST**. However, if work beyond that described above is required, extra work will be provided at our current hourly rates, plus expenses and HST. WSP Standard Terms and Conditions are attached for your review.

If you have any questions or comments, please contact me by email at greg.obrien@wsp.com or by telephone at 902-444-8347.

Sincerely,

Greg O'Brien, P.Eng.
Atlantic Practice Manager – Traffic Engineering & Transportation Planning
WSP Canada Inc.



**Proposal to Complete Intersection Review
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

Agreement:

I hereby accept the cost estimate of **\$3,150 plus HST** for provision of a Intersection Review, as described above, and authorize *WSP Canada Inc.* to proceed with the project.

Signed in _____ on January ____, 2020; _____
(Location) *(Signature)*

Billing Information: (Please update the following contact information as necessary)

Invoice to: _____ (Name)

_____ (Address)

_____ (Postal Code)

Land Phone: _____

Cell Phone: _____

Fax: _____

Email: _____



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim** or **Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.
- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law** or **Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandataries, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the Client by WSP and dated **23/01/2020**.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers (N/A).
- (q) **Services Agreement** has the meaning given to such term in Subsection 19.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the Project is located.
- (t) **WSP** means WSP Canada Inc.

2. INTERPRETATION

2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:

- (a) these General Terms and Conditions;
- (b) the Proposal, excluding the General Terms and Conditions and the attachments;
- (c) if applicable, the other attachments to the Proposal;
- (d) if applicable, the Purchase Orders.

2.2 **Severability.** If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions



GENERAL TERMS AND CONDITIONS

that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

3. SCOPE OF SERVICES

3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.

3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

4. OBLIGATIONS

4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.

4.2 **Obligations of the Client.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.

4.3 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.

4.4 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.

4.5 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

5. CHANGES

5.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.

5.2 **Change compensation.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.

5.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.

6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

6.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.

6.2 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.

6.3 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.

6.4 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.

6.5 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

7. INSURANCE

7.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.

7.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

8. LIABILITY AND INDEMNIFICATION

8.1 **Liability of the Parties.** Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:

- (a) third persons;
- (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.



GENERAL TERMS AND CONDITIONS

- 9.2 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.4 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.
- 9.5 **Information from the Client.** The Consultant shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.6 **Acts of Third Parties.** The Consultant shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. The Consultant shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.7 **Independent Expert.** The Consultant shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by the Consultant.
- 9.8 **Manufacturing Defects.** The Consultant shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.
- 9.9 **Safety.** The Consultant shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.
- 10. FORCE MAJEURE EVENT**
- 10.1 **Force Majeure Event.** If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.
- 11. INDEPENDENT CONTRACTOR**
- 11.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.
- 12. PAYMENT**
- 12.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.
- 12.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month.
- 13. SUSPENSION OR TERMINATION**
- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
- (a) the Completion date;
 - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 **Termination by the Client.** In the event of a material failure by the Consultant to fulfill any of its obligations under the Agreement, the Client shall notify the Consultant that the default must be cured. If the Consultant fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if the Consultant fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to the Consultant. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to the Consultant for the Services provided up to the termination date, in addition to all the costs incurred by the Consultant up to said date, in the manner set forth in the Agreement.
- 13.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more than thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon



GENERAL TERMS AND CONDITIONS

delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

14. CONFIDENTIALITY

- 14.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

15. DISPUTE RESOLUTION

- 15.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 15.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

16. NOTICES

- 16.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

17. SURVIVAL OF PROVISIONS

- 17.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 *Ownership of Deliverables and Intellectual Property Rights*, Section 8 *Liability and Indemnification*, Section 9 *Limitation of Liability*, Section 14 *Confidentiality*, Section 15 *Dispute Resolution*, and Section 18 *Governing Laws*.

18. GOVERNING LAWS

- 18.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.
- 18.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

19. GENERAL PROVISIONS

- 19.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 19.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 19.3 **Entire Agreement.** Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 19.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 19.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT