



ADMINISTRATIVE GUIDELINE

Title: Disposal of Surplus Furniture and Equipment

Effective Date: September 27, 2018

Responsibility: Superintendent of Business

Revised Date: January 15, 2021

Rationale:

The Near North District School Board uses public funds to purchase materials, furniture and equipment, it is therefore the Board's policy to utilize all materials, furniture, and equipment throughout the maximum life cycle of the item. This administrative guideline is applicable to all materials (apart from books), furniture and equipment purchased with Board funding, school generated funds or acquired through donations or donated funds. The Purchasing Department will be responsible for the relocation and/or disposal of all Board identified surplus materials, equipment and furniture.

It is important to note that all contents and fixtures of a Board owned facility are the property of the Near North District School board and therefore individual employees, schools or departments do not have the unilateral authority to dispose of any such item(s). Absolutely no items are to be removed or sold without the pre-approval of either the Superintendent of Business or the Purchasing Department.

Procedure:

1. School principals and department managers or designate(s) shall continuously review the furniture, fixtures, equipment and instructional materials at their school/location.
2. Items identified as damaged, not working or obsolete and of no value must be disposed of in an economical and environmentally friendly way. Remove all identifying labels and in coordination with the Facility Supervisor have the items removed and disposed of. If possible TV's and electrical equipment should go to the recycle center.
3. Surplus items that could be used elsewhere in the system or sold at a public sale are to be inventoried by the Principal or designate. The inventory list is to include

a brief description, dimensions, colour and condition of the item(s). The list, along with pictures in JPG format, should be forwarded to the Purchasing Department.

4. The Superintendent of Business will review the list and the Purchasing Department will collate a master list.
 - 4.1 These items will be posted on the internal Purchasing SharePoint site for a period not to exceed 15 calendar days. Items will be available on a first come first served basis and be available to school principals and department managers. Items will be deemed surplus if not claimed within the 15-calendar day period.
 - 4.2 The Purchasing Department will work with the school principal(s), manager(s) or designate(s) to arrange a mutually agreeable time for pick-up and delivery of the materials, furniture and equipment being distributed. Costs associated with the movement of materials and equipment during the disposal process will be borne by the Board. Costs associated for requests to move equipment and materials outside of this process or in other circumstances may require discussion between the Purchasing Department and the school.
 - 4.3 The Purchasing Department will oversee the budget established for such furniture and equipment relocations conducted under this administrative guideline.
 - 4.4 The Purchasing Department will dispose of items deemed unsafe and those deemed to be beyond reasonable repair. These items will be disposed of in an economical and environmentally efficient manner. Disposal shall be designed for maximized return through sale and/or to minimize the cost of disposal.

Items declared surplus are items that are of no further use to the Board, are obsolete or where storage is not economically feasible. The sale of surplus or obsolete items shall always be conducted utilizing an open and transparent public process.

With regards to disposal of computer and electronic equipment please see Section 7 on eWaste.

- 4.5 The disposal of surplus items shall be facilitated by utilizing one or more, of the following methods:
 - Offered for public sale
 - Offered for sale on the Government Deals website
 - High value items may be advertised with a reserve bid

- Donated to non-profit organization or relief fund
- Dismantle for scrap value (i.e. scrap metal)
- Dismantle for recycling
- Disposal for delivery to landfill site

Consideration will be given to the feasibility, cost effectiveness and environmental impact of each option when disposing of surplus/obsolete items.

Members of the Board and employees of the Board may purchase surplus items provided the sale is conducted using an open and transparent public process.

The sale of furniture and equipment will require the purchaser to sign a waiver (Appendix A) indicating acceptance of all liability associated with the item purchased and absolving the Board of all liability.

Revenue generated from the sale of surplus items will become part of miscellaneous Board revenue in order to augment the costs associated with relocation and disposal of identified items.

The Plant Department will dispose of the excess in an economical and environmentally friendly manner.

5. Until the surplus item is claimed or the Purchasing Department disposes of the item(s), the responsibility for storage will remain with the location declaring the item(s) surplus. If in extreme circumstances an item requires immediate removal, the Purchasing Department may proceed directly with disposal of the item. Costs associated with item(s) requiring immediate removal will be covered by the budget of the school/department making the disposal request.
6. Once this process is complete and it is determined that the items of furniture and equipment that remains are not required by any Board locations a public sale will take place.
7. **eWaste Disposal**
 - 7.1 The Technology Department administers and coordinates removal of “eWaste” from schools to ensure electronic equipment is disposed of in a socially responsible, environmentally friendly manner.
 - 7.2 eWaste includes but is not limited to, computer and electronic equipment and other peripherals generally have a useful life cycle of 6 to 10 years.

The Technology Department replaces these outdated devices as budget permits as well as determines when older electronic equipment has reached the end of its life cycle and can be declared surplus.

- 7.3 To ensure safe and secure disposal of “eWaste” and to prevent data loss, the Technology Department removes internal storage (i.e. hard drives) from this equipment and arranges for secure shredding of hard drives with an Electronic Recycling Company to complete this work on an as needed basis throughout the school year.



APPENDIX A

Terms & Conditions of Sale of Surplus Equipment

1. The sale of chattels which are the subject of this agreement (hereinafter referred to as the “goods”) by the Board (hereinafter referred to as the “Seller”) and the Buyer are on an “as is/where is” basis.
2. The Seller makes no warranties whatsoever, either expressed or implied, oral or written, in fact or by operation of law or otherwise with respect to the goods which are being sold pursuant to this agreement.
3. The Buyer and the Seller specifically agree that the chattels do not conform to past or present safety standards as set by the Canadian Standard Association Underwriters Laboratories of Canada, Underwriters Laboratories Inc., or any other safety standard association.
4. The Seller and the Buyer expressly agree that the Buyer does not rely upon the Seller’s skill or judgment in any manner whatsoever, or that the goods are fit for any particular purpose for which the goods are required by the Buyer, and that the Buyer is purchasing the goods based on the Buyer’s own skill and judgment, that the goods are fit for the purpose for which the Buyer intends them to be used.
5. The Seller does not give any warranty that the goods are reasonably fit for any purpose, nor does the Seller warrant that the goods are of merchantable quality, and the Buyer acknowledges that it has examined the goods prior to the purchase. The Seller specifically does not warrant that the goods are free of any defects, including defects which may affect the safe use of the chattel(s), whether patent or latent, and the Buyer specifically agrees that it releases the Seller from any liability if it is determined that the goods have any latent defects which are discovered subsequent to the sale.
6. The parties agree that the Seller, its officers, directors, and servants shall not be liable to the Buyer or to any other party for any other liability, arising out of the sale of the goods or use of the goods by the Buyer, including without limitation, strict liability including liability for any losses or damages including without limitation damages for personal injury, or death, or property damage, economic and consequential losses, or direct or indirect, incidental, exemplary and punitive damages whether in contract, tort, or otherwise, or any claims or expenses in any manner resulting, including without limitation liability, losses, or damages directly, or indirectly, from or connected with the sale of the goods, or use of the goods, or by reason of any action, omission, act of negligence, passive negligence including gross negligence, or any error or omission, misrepresentation, misstatement,

imprudence, lack of skill or error of judgment of or by the Seller, its officers, directors, or servants.

7. The parties acknowledge that the Seller assumes no liability whatsoever with regard to the Buyer's compliance or fulfillment of its obligations with respect to any Statute, Regulation, or By-law, prevailing or the Buyer's failure to comply or fulfill its said obligations arising out of the Buyer's use of the goods.
8. The Buyer agrees to indemnify and hold harmless and defend the Seller from any and all liability for loss, damage and expense which the Seller may incur or for which the Seller may be held liable by reason of claims by any person for damages causing injury (including death), or damage to any property, or any economic or consequential loss, or direct or indirect, incidental, exemplary or punitive damages arising out of any defect in the goods sold by the Seller to the Buyer including claims arising from removal of the item (s) from the Sellers property, improper inspection, set-up, or use by the Buyer, whether such claim may arise in negligence or in contract or otherwise, including any such claims against the officers, directors or servants of the Seller, including any claims for damages, expenses, including legal expenses incurred in the defense of any such claim, or other expenses of any kind or nature whatsoever asserted against the Seller, its officers, directors or servants.
9. The Buyer agrees that it will reimburse the Seller on demand, or pay over to the Seller all sums of money which the Seller shall pay or become legally liable to pay by reason of any of the foregoing, and will make such payments to the Seller as soon as the Seller shall become liable therefore, whether or not the Seller shall have paid out such sums or any part thereof.
10. The Seller shall have the right to demand that the Buyer, at its sole expense, shall defend any and all actions arising from claims against the Seller, its officers, directors and servants, or all of them, against liability, loss, expense, damage, or claim and, upon such demand being made, the Buyer shall so defend.

I have carefully read and agree to the above terms and conditions.

Print Name

Signature

Phone Number

Mailing address

Witnessed By - Print

Witnessed By – Signature

Date