

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

OFFICE CONSOLIDATION OF BY-LAW 2016-009

Consolidated on February 19, 2018

Passed by Council on January 12, 2016

Amendments:

- | | | |
|--------------------|-------------------|--------------|
| 1) By-law 2017-076 | April 18, 2017 | Section 6.01 |
| 2) By-law 2018-019 | February 13, 2018 | Section 5.03 |

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2016-009

A BY-LAW TO PROVIDE AUTHORITY FOR THE EXECUTION OF CERTAIN DOCUMENTS AND AFFIX THE CORPORATE SEAL ON BEHALF OF THE CITY OF KAWARTHA LAKES

Recitals

1. In 2004, Council authorized certain signing authorities for various agreements entered into on behalf of The Corporation of the City of Kawartha Lakes.
2. The Corporation may designate who may act on behalf of the City to sign documents necessary to give effect to the matters approved by Council.
3. It is appropriate and necessary that certain officials be authorized to sign documents on behalf of the corporation to implement actions which have been approved by Council without having to seek further approval.
4. The delegation of signing authority will be clear for Council, staff and the public and for others who have dealings with the Corporation.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2016-009.

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

“**agreement**” means a contract duly executed and legally binding.

“**by-law**” means this by-law, as it may be amended from time to time. The Recitals to, and the Schedules attached to this by-law are considered integral parts of it.

“**CAO**” means the Chief Administrative Officer and the person who holds that position or another person designated by Council;

“**City**”, “**City of Kawartha Lakes**” or “**Kawartha Lakes**” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.

“**City Clerk**” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“**City Solicitor**” means the person who holds that position;

“**City Treasurer**” means the office and function of the Treasurer as set out in section 286 of the *Municipal Act, 2001*;

“**contract**” means a formal legal agreement, in writing, between two or more parties that is validated by a due exchange of consideration.

“**Council**” or “**City Council**” means the municipal council for the City;

“**Department Head**” or “**Director**” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Land Management Coordinator” means the person who holds that position and his or her delegates(s) or, in the event of organizational changes, the successor position or another person designated by Council;

“lease” means a contract by which one conveys real estate, equipment, or facilities for a specified term, for specified conditions and for a specified rent.

“licence” means an agreement between two parties giving one party permission to act.

“Mayor” means the head of Council or as applicable, the Acting Mayor.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: General Provisions

2.01 **Agreement Repository:** The City Clerk is responsible to maintain a central repository of all City agreements and contracts.

2.02 **Staff Signing Responsibility:** Every member of staff is responsible to sign agreements and contracts in accordance with the delegated authority set out in this by-law or by Resolution of Council.

2.03 **Staff Responsibility:** Every member of staff who signs an agreement or contract is responsible to forward all executed agreements and contracts to the Office of the City Clerk upon execution for inclusion in the central agreement repository.

2.04 **Electronic Signatures:** All staff that have authority to bind the corporation through the signing of documents, can execute agreements by hand signatures or by electronic signature, in accordance with adopted policy.

2.05 **Use of Templates:** Wherever templates are provided for certain documents that have been approved by the City Solicitor or City Clerk, staff are required to use these templates.

Section 3.00: General Document Execution – Mayor and City Clerk

3.01 **Execution of Documents:** The Mayor and City Clerk, without the specific approval by resolution of Council are authorized to execute under seal on behalf of The Corporation of the City of Kawartha Lakes:

a) any deed, grant, assignment, release, surrender, discharge, quit claim deed, conveyance, re-conveyance, instrument, notice, caution or other document relating to any estate, right or interest in land which is of a routine nature, is for nominal consideration, or has been approved for such execution by the City Solicitor, and falls within any of the categories listed in 3.01(c) below;

b) any agreement for the purchase of services by the Corporation from the successor of an operator with whom the Corporation has a similar agreement immediately prior to the change in operator, where such agreement is required by reason of a change of name, ownership, address or legal status of the operator and the agreement has been approved for such execution by the City Solicitor.

c) contracts and agreements with a value not exceeding \$100,000.00 (exclusive of HST where applicable) other than those procurement

contracts authorized for execution by the purchasing policy as noted below:

1. **Road Allowances:**

- i. conveyance of an original road allowance to an abutting owner or his successor where land is taken without compensation for the site of a highway laid out and opened.
- ii. conveyance of an original road allowance to an abutting owner who or whose predecessors laid out and opened a highway without compensation for the site.
- iii. conveyance to an abutting owner of an unassumed road allowance, highway, street, lane or walk shown on a registered plan of subdivision which has been closed by judge's order.
- iv. Renewal of existing sidewalk cafe licence agreements where the size and location of the café has not changed after it has been approved by the Department Head.

2. **Condominiums:**

- i. Declaration and/or consent where the City is the owner of land or an interest appurtenant to the land described in the description.

3. **Land Titles:**

- i. Application by the Corporation as owner or purchase of land or an interest appurtenant thereto for its own benefit to be registered under the Land Titles Act as owner.
- ii. Consent to a purchaser of land from the Corporation being registered under the Land Titles Act as owner.
- iii. Authorization for actual or beneficial owner of land nominally owned by the Corporation, to have the corporation registered under the Land Titles Act as owner.
- iv. Statement of an adverse claim or a claim not recognized in the application of any person to be registered under the Land Titles Act as owner.
- v. Caution and any renewal therefor against registration under the Land Titles Act of land in which the Corporation has or claims an interest without its consent.
- vi. any notice, caution, inhibition or restriction to protect any unregistered estate, right, interest or equity of the Corporation in registered land from being impaired by any act of the registered owner.
- vii. Application by the Corporation as registered owner for amendment of any entry in the register of its title, including escheat properties.
- viii. Application by the Corporation as registered owner to improve, withdraw or modify restrictions on transferring or charging the land or conditions, restrictions or covenants regarding building thereon or use thereof.
- ix. Application for registration or renewal or withdrawal of a caution against dealing and with land without notice to the Corporation.
- x. Signing of a plan of subdivision and subdivision extensions prepared and to be registered on the Corporation's behalf after it has been approved by the Department Head.
- xi. Application by the Corporation to be entered as the owner of a public highway laid out on a registered plan.
- xii. Application by the Corporation as Registered owner to withdraw land from the Land Titles Act.
- xiii. Application for an order or entry inhibiting any dealing with registered land or registered charge without notice to the Corporation.
- xiv. Application for an entry negating implied covenants on transfer of leasehold estate.

4. **Boundaries:**

- i. Application by the Corporation to have the true location of the boundaries confirmed under the Boundaries Act.

5. **Certification:**
 - i. Application by the Corporation the Certification of Land Titles Act, to have the Registrar certify title to land.
 - ii. A written statement of claim by affidavit alleging an adverse or inconsistent claim to a claim set out in an application for certification of title.
 - iii. Application by Corporation to be paid compensation out of The Land Titles Assurance Fund.
6. **Utilities:**
 - i. Execution of grants of easements for the purposes of the Corporation for water, sewer or other infrastructure services.
7. **Correction of Perfection of Title:**
 - i. Execution of deed, quit claim deed, release or other document to correct inadvertent error or defect of title to land.
8. **Road widening agreements wherein the developer has agreed to dedicate land for public highway purposes:**
 - i. Execution of road widening agreements entered into between the City and developer upon the development or redevelopment of land pursuant to the Planning Act, R.S.O. 1990, c. P.13, s.41, where the developer has agreed to dedicate land for public highway purposes as approved by the Department Head.
9. **Underground Pipe Crossing Agreements:**
 - i. Execution of Agreements with land owners respecting underground pipe.
- d) Application forms for grant funding where any municipal funding is included in the current budget or is part of the normal operations of a department where a budget has not yet been approved or it is 100% funded from external sources.
- e) Service Agreements or Contracts that receive subsidy for mandated operating programs included in the approved operating budget or it is 100% funded from external sources (Example – Social Service Agreements with the Province).
- f) Agreements between the City and Educational Institutions where a partnership for training and development of students working with City staff has been arranged and where there are no budget implications. All Agreements between the City and Educational Institutions where there are budget implications, a report shall be presented to Council and a by-law adopted authorizing the Mayor and City Clerk to sign.
- g) Memorandum of Understanding (MOU) between the City and one or more third parties where an agreement has been developed to investigate future partnership opportunities and where the MOU does not commit the Corporation into future financial or asset encumbrance excluding staff resources.
- h) Amendment to an approved contract or agreement, where the nature of the amendment is of a minor nature and where the contract or agreement does not fall under the jurisdiction of the Purchasing Policy.

Section 4.00: Document Execution – Planning Act and Condominium Act

- 4.01 **Authority** The Director of Development Services is delegated the authority to execute on behalf of The Corporation of the City of Kawartha Lakes:
1. Consent Agreements required to satisfy conditions imposed by the Committee of Adjustment for the City of Kawartha Lakes under the *Planning Act*, R.S.O. 1990, c.P.13, as amended.

2. Condominium Agreements required to satisfy a condition of condominium draft approval under the *Condominium Act*, S.O. 1998, c.19, as amended.

Section 5.00: Document Execution – Land Transactions
--

- 5.01 **Land Sale:** In all cases of the Corporation selling land, Council approval to sell the property shall be done in accordance with the Land Disposition By-law in effect at the time of property sale. The CAO or Land Management Coordinator are authorized to execute all surplus municipal land listing documentation and documentation associated with the receipt of an offer to purchase surplus municipal land for the full appraised value plus any and all costs associated with the transaction; A by-law for the sale of land by the Corporation shall be adopted by Council authorizing the Mayor and City Clerk to sign the requirement documents except as outlined within Section 3.01 of this by-law.
- 5.02 **Land Purchase:** In all cases of the Corporation purchasing land, Council approval to purchase the property shall be done in accordance with the Municipal Act. A by-law for the purchase of land by the Corporation shall be adopted by Council authorizing the Mayor and City Clerk to sign the required documents except as outlined within Section 3.01 of this by-law.
- 5.03 **Lease Agreement with a Third Party:** In all cases of the Corporation entering into a lease agreement, the lease agreement shall have legal review and approval. In all cases, with the exception of 1 below, Council approval is required to enter into the lease agreement and signing authority shall be as follows:
 1. The Lease Agreement with revenue or expense of \$10,000.00 or under per year with a lease term of five (5) years or under, the City Solicitor or Director of Corporate Services to sign.
 2. The Lease Agreement with a revenue or expense over \$10,000 per year and/or a lease term of greater than five (5) years, the City Solicitor approves and the City Clerk puts an authorizing by-law before Council to authorize the Mayor and City Clerk to sign.
 3. The Lease Agreement with revenue or expense over \$10,000.00 per year with a lease term of five (5) years or under, the Mayor and City Clerk to sign.

2018-019 Effective February 13, 2018

- 5.04 **Encroachment Agreement:** In all cases of the Corporation entering into an encroachment agreement, the encroachment agreement shall have legal review and approval, and signing authority shall be as follows:
 1. The encroachment agreement requires a Council Report recommendation adopted by Council that approves the Encroachment Agreement and authorizes the Mayor and City Clerk to sign.
- 5.05 **Licence Agreement with a Third Party:** In all cases of the Corporation entering into a licence agreement, except for software licences, the licence agreement shall have legal review and approval, and signing authority shall be as follows:
 1. The licence agreement where the revenue or expense is \$10,000.00 or under per year, the City Solicitor or Director of Corporate Services to sign.
 2. The licence agreement with revenue or expense over \$10,000.00 per year with a term of five (5) years or under, the City Solicitor approves and the City Clerk put an authorizing by-law before Council authorizing the Mayor and City Clerk to sign.

Section 6.00: Document Execution – Contracts and Agreements

- 6.01 **General Agreement:** This section applies to all contracts and agreements not specifically addressed in another section of this by-law or addressed in the Purchasing Policy. Where the agreement relates to a procurement, the requirements of the Purchasing Policy shall take precedence.

2017-076, effective April 18, 2017

- 6.02 **Specific Signing Authority:** Authority for specific document signing may be delegated to staff if the Council Report recommendation adopted by Council identifies that staff should have this responsibility.

- 6.03 **Rental Agreement for City Facilities:** A rental agreement for use of a city facility within a Council approved policy, shall be approved and signed by Staff as outlined within the approved policy. A rental agreement for use of a city facility not included in a policy requires a Council Report recommendation adopted by Council that approves the rental agreement and authorizes the Mayor and City Clerk to sign.
- 6.04 A contract or agreement with a term of five (5) years or less and funded within the approved Corporate Budget, the CAO or Department Head to approve and:
- a. the Mayor and City Clerk to sign for contracts with an aggregate value greater than \$100,000;
 - b. the CAO and Department Head to sign for contracts with an aggregate value greater than \$50,000 and up to \$100,000;
 - c. the Department Head or designate to sign for contracts with an aggregate value up to \$50,000.
- 6.05 A contract or agreement with a value of up to \$100,000.00 with a term of five (5) years or less and not funded within the approved Corporate Budget but 100% of funding from external source(s) to cover expenses, the CAO or Department Head to approve and the CAO or Department Head to sign but the signing of the contract shall be completed by other than the person who approved.
- 6.06 A contract or agreement with a term of five (5) years or less and not funded within the approved Corporate Budget, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign. This does not include emergency purchases authorized by the Purchasing Policy.
- 6.07 A contract or agreement with a term of five (5) years or more, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.08 A contract or agreement between municipalities, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.09 A contract or agreement between levels of government, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.10 A contract or agreement that does not fall within 6.03 – 6.09 above, requires a Council Report recommendation adopted by Council that approves the contract or agreement and authorizes the Mayor and City Clerk to sign.
- 6.11 A contract or agreement that has an aggregate value greater than \$100,000.00 requires a report to Council and by-law to authorize the execution of the agreement.
- 6.12 An annual contract or agreement where the service is included in the operating budget but extends beyond the spending limit, be approved by the Director of Corporate Services or the CAO, and authorized to be executed by the Manager of Revenue and Taxation or Manager of Information Technology. (Example MPAC Contract and Software Licences)
- 6.13 A contract or agreement that discharges the obligation of a third party to the Corporation once the obligation has been satisfied, the City Solicitor approves the discharge and the City Clerk is authorized to sign the Acknowledgement and Direction document. (Example Ontario Home Renewal Program Liens).
- 6.14 A grant claim form required to be submitted to the funding body is approved by Department Head of the initiating department and the City Treasurer is authorized to sign the document.

Section 7.00: Execution of Documents - Insurance
--

- 7.01 **Insurance Claim Settlements:** The authority to settle insurance claims within the existing insurance deductible shall be exercised as per the prescribed approval authorization limits adopted within the Purchasing Policy.
- 7.02 **Insurance Claim Recoveries:** In all cases of the Corporation entering into an Agreement to settle an insurance claim, the release documentation shall have legal review and approval, and the signing authority shall be as follows:

1. Where the Settlement Agreement is being paid by a third party to the City, the CAO and City Solicitor or Director of Corporate Services shall sign the release documentation.

Section 8.00: Execution of Documents - Finance
--

- 8.01 **Investment Documents:** In all cases of the Corporation entering into an investment, the signing authority shall be as follows:
1. The City Treasurer shall have authority to sign the documents required to invest corporate funds in accordance with adopted policy setting out the parameters.
 2. In the case where the investment is outside of the adopted policy setting out the investment parameters, it requires a Council Report recommendation adopted by Council that approves the investment and authorizes the City Treasurer to sign.
- 8.02 **Procurement Documents:** In all cases of the Corporation entering into a procurement contract or agreement, the signing authority shall be as outlined within the approved Purchasing Policy.
- 8.03 **Banking Documents:** The Mayor, CAO, City Clerk or City Treasurer be authorized to sign account agreements as approved by the City Treasurer and required by the City banking and financial institution.
- 8.04 **Tax Sale Extension Agreements:** A tax sale extension agreement between the City and the property owner, requires a Council Report recommendation adopted by Council that approves the tax sale extension agreement and authorizes the Corporate Services Manager - Revenue and Taxation to sign.
- 8.05 **Release Documents:** A contract or agreement that discharges a financial obligation of a third party to the Corporation upon the completion of the obligation, the City Solicitor or the Manager of Revenue and Taxation approves the discharge and authorizes the City Clerk or the Manager of Revenue and Taxation to sign. The execution of the contract shall not be completed by the person who approved.

Section 9.00: Execution of Documents - Human Resources
--

- 9.01 **Negotiations:** In all cases of the Corporation entering into a tentative Collective Agreement, subject to ratification, the Director, Corporate Services or designate and the negotiating committee shall be authorized to sign the memorandum of settlement.
- 9.02 **Collective Agreements:** In all cases of the Corporation entering into a Collective Agreement, at the end of negotiations, the Director, Corporate Services or designate shall report to Council the terms of the tentative collective agreement. Upon approval by Council of the terms of the tentative collective agreement, the collective agreement shall be signed by the Director, Corporate Services or designate and the negotiating committee.
- Collective Agreements which are amended as a result of interest arbitration shall be reviewed with Council by report and the collective agreement shall be signed by the Director, Corporate Services or designate and the negotiating committee.
- 9.03 **Letter of Understanding:** In all cases of the Corporation entering into a letter of understanding forming part of the collective agreement, the agreement shall be approved by the Director, Corporate Services. The Director and his/her designate shall sign when such agreements do not represent substantive monetary impacts to the Corporation and are within the spending limit of the Director. Letters of Understanding with substantive monetary impacts, entered into during the term of a Collective Agreement (therefore not during the renewal agreement process) must be approved by Council, by written report. Upon approval by Council the letter of agreement shall be signed by the Director, Corporate Services or designate and the appropriate Director.
- 9.04 **Grievances/ Arbitrations:** In all cases of the Corporation entering into a grievance settlement, the agreement shall be approved by the Director, Corporate Services. The Director and his/her designate may sign when such agreements do not represent substantive monetary impacts to the Corporation and are within the spending limit of the Director. Grievance settlements with substantive monetary impacts must be approved by Council, by Report. Upon

approval by Council the grievance settlement shall be signed by the Director, Corporate Services or designate and the appropriate Director.

Section 10.00: Administration and Effective Date
--

10.01 **Administration of the By-law:** The City Clerk and Department Heads are responsible for the administration of this by-law.

10.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 12th day of January, 2016.

Andy Letham, Mayor

Judy Currins, City Clerk