



<b>Instrument Title:</b>	Municipal Delegation and Signing Authority Bylaw
<b>Instrument No.:</b>	<b>2020-06</b>
<b>Council Motion No.:</b>	20-418
<b>Date Approved:</b>	October 20, 2020
<b>Instrument Type:</b>	Bylaw
<b>Legislative Authority:</b>	<i>Part 5, Division 1, Finance Operations Municipal Act, RSY 2002, c. 154,</i>
<b>Enactment:</b>	This Bylaw shall come into force and effect on the final passage thereof.
<b>Revision/Amendment History:</b>	
SUMMARY	The Municipal Delegation and Signing Authority Bylaw is bylaw that governs the signing authorities for agreements, contracts, financial accounts, and other documentation for the Town of Faro.

Read a first time on the 6 day of October 2020.

Read a second time on the 20 day of October 2020.

Read a third time and adopted on the 20 day of October 2020.

Original signed by

Leonard Faber  
Mayor

Original signed by

John Thomas  
Chief Administrative Officer



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## Preamble:

**WHEREAS** Section 179(1) of the Act authorizes Council to delegate by bylaw, any of its powers, duties, or responsibilities to a Council Committee, employee, designated municipal officer; and

**WHEREAS**, pursuant to Section 240(1) of the Municipal Act (the "Act"), the Mayor, Chief Administrative Officer or their designate are authorized to sign cheques and other financial instruments on behalf of the Town of Faro,

**WHEREAS** the Town of Faro believe it is necessary to develop and implement a clear signing authority program for municipal documents,

**NOW THEREFORE** the Council of the Town of Faro hereby ENACTS AS FOLLOWS:

### 1. Title:

1.1. This Bylaw may be cited as "Municipal Delegation and Signing Authority Bylaw".

### 2. Intent

2.1. This bylaw establishes and confirms the signing authorities to conduct business with financial institutions, other orders of governments, and vendors and suppliers on behalf of The Corporation of the Town of Faro.

### 3. Definitions

3.1. In this Bylaw, the following terms or phrases shall be interpreted as follows:

3.1.1. "Acting" means any person serving in a position listed in section 6.10 on a temporary basis.



- 3.1.2. "Adequate Notice" means not less than one week notice and where one week's notice is not possible, as soon as possible.
- 3.1.3. "Administration" or "Administrative Official" means any person employed by or is an authorized Volunteer of The Corporation of the Town of Faro.
- 3.1.4. "Authorized Signing Officers" shall mean persons occupying the roles listed in section 6.10.
- 3.1.5. "Bylaw" means this bylaw and includes its Schedule.
- 3.1.6. "Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the Town of Faro as appointed by Council.
- 3.1.7. "Corporation" means The Corporation of the Town of Faro.
- 3.1.8. "Complainant" means a person who initiated a complaint in accordance with this bylaw.
- 3.1.9. "Department Head" means the General Manager of Finance, General Manager of Projects & Public Works, General Manager of Administration & Community Services, General Manager of Recreation and Culture, and the Fire Chief.
- 3.1.10. "Elected Official" or "Member of Council" means a person duly elected to serve on Council.
- 3.1.11. "Natural Justice" means to encapsulate the principle of procedural fairness and not be concerned with the correctness of the decision. Natural Justice also includes the following requirements:
- 3.1.11.1. The provision of adequate notice to both the Complainant and Subject of an investigation and of the nature of the proceedings, and of the issue to be decided;



- 3.1.11.2. Disclosure of the nature of the matter, all information in the possession of the Town which may be used against a Subject of an investigation, depending on the nature of the matter. Where there is a reasonable fear that the Complainant may be Subjected to reprisal by the Subject of a complaint or where confidentiality is deemed necessary so as to protect the integrity of the investigation, the Town of Faro shall be under no obligation to release the identity of the Complainant prior to the conclusion of the investigation;
- 3.1.11.3. The Complainant and Subject of a complaint must be provided with an opportunity to present one's case including whatever information or evidence they wish to be present for consideration prior to the conclusion of the case. Submissions shall not be limited to oral format but may include written submissions as well;
- 3.1.11.4. The Complainant and Subject of a complaint must be immediately informed of any information or evidence in the Town's possession in the course of an investigation and be provided with an opportunity to respond to any evidence in a timely manner;
- 3.1.11.5. The Town of Faro is bound to consider all pertinent evidence, material, and information brought forward by the Complainant or Subject of an investigation;
- 3.1.11.6. The Complainant and Subject of an investigation must be informed of when it would be appropriate to consult a Counsel or be informed of their right to Counsel when warranted;
- 3.1.11.7. All parties are entitled to an impartial decision free from bias;



3.1.11.8. The parties are entitled to a decision in a reasonable amount of time so as to not cause prejudice towards the Complainant or Subject of an investigation which may breach the principle of procedural fairness;

3.1.11.9. The Complainant and Subject of an investigation are entitled to be provided with the decision and the reasons for a decision.

3.1.12. "Official" means an Elected Official or Administrative Official.

## 4. Severability

4.1. In the event that any provision of this bylaw is determined to be void, invalid, or unenforceable in whole or in part by a Court of competent jurisdiction, such provision shall be deemed not to affect or impair the validity of the remaining provisions, all of which shall be and remain in full force and effect.

## 5. Compliance and Accountability

5.1. The CAO shall be responsible for ensuring the full implementation of this Bylaw.

5.2. The CAO may delegate or direct a member of the Senior Management Team the responsibility for implementing or enforcing specific provision(s) of this Bylaw.

5.3. All incidents of suspected or alleged, potentially unauthorized, negligent, or willful misuse of signing authority by a Member of Council, employee including the CAO or paid volunteer of the Town shall be reported to Council at an in-camera session of a Regular Council Meeting immediately following the suspected, alleged, or potential misuse.



5.3.1. In the interest of preserving the financial integrity and reputation of the Town while recognizing the principles of natural justice, all suspected, alleged, potential unauthorized, negligent, or willful misuse of signing authority shall be investigated by a third party and a report containing at least the findings of the investigation and recommendations of remedial actions, if any, shall be presented as follows:

5.3.1.1. To the Council if the subject of the investigation is a Member of Council;

5.3.1.2. To the Mayor and Council if the subject of the investigation is the CAO; or

5.3.1.3. To the CAO if the subject of the investigation is an employee or paid volunteer.

5.3.2. Recommendations for remedial actions where it is found that a Member of Council misused their signing authority shall, at a minimum, be consistent with but not limited to the recourses available in the public policy instrument governing Council's Code of Conduct.

5.3.3. Recommendations for remedial actions where it is found that an employee including the CAO or paid volunteer misused their signing authority, shall be consistent with but not limited to the recourses available in any existing contracts, applicable bylaws, corporate policy, or other instrument(s) governing the relationship between the employee or volunteer and the Town.

## 6. General Operations of the Bylaw



- 6.1. If there is conflict between the provision(s) of this bylaw and any other active bylaw or policy, the provision(s) of this bylaw shall prevail to the extent of the inconsistency.
- 6.2. Authorized Signing Officers shall complete and submit to the Chief Administrative Officer, Schedule A of this Bylaw prior to signing any document on behalf of the Town of Faro.
- 6.3. Council delegates the powers and duties set out in this bylaw to those elected officials, officers, and employees or paid volunteer, subject to any limitations specified therein.
- 6.4. Notwithstanding the foregoing, Council retains the authority to make or reconsider at any time and without prior notice, revoke any power that has been delegated pursuant to this Bylaw.
- 6.5. Where a document of an operational nature requires signing and the matter is timely, meaning it cannot wait until an Elected Official becomes available, and where it is in the best interest of the Town of Faro to proceed with signing the document, the document may be signed by two (2) members of the Administration. For clarity, at least one signatory must be the Chief Administrative Officer.
- 6.6. If or when a situation arise that this Bylaw did not anticipate, the Chief Administrative Officer shall consult with the Mayor.
- 6.7. Any person serving in an Acting capacity shall have the same rights, privileges, and delegated authority as if they permanently occupied the role.
- 6.8. Unless a Designated Municipal Officer is expressly appointed by Council in this or another Bylaw of the Town, the CAO shall have all the powers, duties, and functions given to a Designated Municipal Officer pursuant to the Municipal Act or any other statute or enactment.





6.9. The CAO is authorized to further delegate any powers, duties and functions assigned to the CAO by Council under the Municipal Act and under this or any other bylaw to a designated officer or an employee of the Town.

6.9.1. Notwithstanding any delegation of power by the CAO pursuant to section 6.9, the CAO shall remain responsible to Council for exercising any powers and responsibilities conferred by this Bylaw.

6.10. The Authorized Signing Officers of The Corporation of the Town of Faro shall be as follows:

- 6.10.1. Mayor
- 6.10.2. Deputy Mayor
- 6.10.3. Councillor
- 6.10.4. Chief Administrative Officer
- 6.10.5. General Manager of Finance
- 6.10.6. General Manager of Administration and Community Services
- 6.10.7. General Manager of Projects and Public Works
- 6.10.8. General Manager of Recreation and Culture
- 6.10.9. Fire Chief

6.10.9.1. And any person serving in an Acting capacity in any of the roles listed above.

6.10.9.2. For clarity, the use of the term "Councillor" in 6.10.3 shall mean to include all on Council.

6.11. *Public Policy Instruments and Governance Related Documents (Council Bylaws, Policies, Minutes of Council or Council Committee(s))*

6.11.1. The signing authority for documents pertaining to public policy instruments such as Bylaws, Policies adopted by Council, minutes of meetings of Council (i.e. Regular, Special, or Committee of a Whole), and/or minutes of Council Committee(s) shall be governed by Bylaw # 2007 - 05, Procedures Bylaw.



*6.12. Zoning and Property Development, and Assessment and Taxation Documents*

6.12.1. The signing authority for documents pertaining to Zoning and Property Development within the Town of Faro shall be governed pursuant to the Bylaw # 2017-01 "*Zoning Bylaw*".

*6.13. Documents with other Orders of Governments*

6.13.1. Where the Town of Faro and any other order of government, i.e. Federal, Territorial, First Nations, and Municipal, endeavor to enter into a contract or agreement, the following will apply:

6.13.1.1. For agreements or contracts of a political nature, the most senior available Elected Official for the Town of Faro shall be a signatory to such document.

6.13.1.2. For agreements or contracts of an administrative or operational nature, the most senior available administrative official for the Town of Faro shall be a signatory of such document.

6.13.2. In the event a document requires the signature of both an Elected Official and an Administrative Official, the most senior Officials shall sign the document on behalf of the Town.

6.13.3. The Administration shall bring forward at the next Regular Meeting of Council any contract or agreements signed between the Town of Faro and other orders of government.

*6.14. Operational Matters - Expenses Approved through the Budget or another Public Policy Instrument*

6.14.1. The Chief Administrative Officer or Department Head shall sign all agreements, contracts, and purchase orders for



matters of an operational nature for goods and/or services for which the expense was approved by Council through a bylaw, policy, or resolution.

- 6.14.2. Except for investment fund accounts or direct transfer between Town of Faro bank accounts, all documents of a financial nature i.e. electronic payment or physical cheques for account payables including payroll, mortgages, or investment documents shall be signed by one (1) Member of Council and the Chief Administrative Officer or designate. For clarity, documents pertaining to the investment fund account shall be signed by the Chief Administrative Officer and or Mayor and shall be processed in accordance with the terms and conditions of the Town's investment program.
- 6.14.3. A confidential copy of the payment registers and supporting documentation, i.e. invoice or work order, shall be provided to Council during the next Regular Meeting of Council.
- 6.14.4. All documents requiring signing pursuant to the *Municipal Loans Act, RSY 2002, c. 156*, shall be signed by at least one (1) Member of Council and the Chief Administrative Officer or designate.
- 6.14.5. All documents requiring signing pursuant to the *Municipal Finance and Community Grant Act, RSY 2002, c. 155* shall be signed by at least one (1) Member of Council and the Chief Administrative Officer or designate.
- 6.15. All documents pertaining to real property, property taxation, liens, or land titles shall be signed by the Chief Administrative Officer or designate. For clarity, if such document requires the signature of an Elected Official, the most senior available Elected Official may sign the document.
- 6.16. Grant applications including Gas Tax Applications shall be signed by the Chief Administrative Officer or designate.



6.17. Except for Gas Tax, all other grant transfer payment agreements, shall be signed by the respective Department Head from which the application originates or for which the transfer payment agreement will be directed to.

6.18. Except for the Chief Administrative Officer's position, all employment contracts or documents pertaining to the employee/employer relationship, shall be signed by the Chief Administrative Officer or designate. For clarity, the signing of the Collective Bargaining Agreement will be done through a Bylaw.

6.19. Legal Document - Litigation

6.19.1. Unless otherwise specified, generally all litigation documents shall be signed by an Elected and/or Administrative Official.

6.19.2. In all instances where a litigation document is signed by an Official of the Town, such document shall be reported to Council at an in-camera session at the next Regular or Special Council Meeting.



## Schedule A - Acknowledgement and Agreement

I, \_\_\_\_\_, acknowledge that I have read and understand my requirements under this bylaw. I agree to adhere to this bylaw and will reasonably ensure that persons working under my direction adhere to this bylaw. I understand that if I violate the rules/procedures outlined in this bylaw, my actions may be subjected to a review.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Signing Officer)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Witness)