

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BYLAW NUMBER 2025-0031 (AD-3)

BEING A BYLAW TO DELEGATE VARIOUS POWERS AND
DUTIES

WHEREAS Section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, (hereinafter referred to as "*the Act*"), authorizes a municipal Council to delegate its powers and duties under *the Act* or any other Act to a person or body, subject to the rules and restrictions set out in Part II of *the Act*;

AND WHEREAS Section 275 of *the Act* restricts the action that may be taken by a Council after nomination day until the new Council takes office;

AND WHEREAS the Council of The Corporation of the Town of Georgina deems that certain routine administrative and legislative powers are of a minor nature, and the delegation of these powers will contribute to the efficient management of the Town while still adhering to the principles of accountability and transparency;

AND WHEREAS Council wishes to consolidate previous delegations of authority to its officers and employees that have been made, through various bylaws and resolutions, and to further delegate powers and duties as set out in this Bylaw;

AND WHEREAS delegations under certain policies and other bylaws are not intended to be addressed in this Bylaw, but shall remain in full force and effect;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF GEORGINA ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1 The short title of this Bylaw is the "Delegation of Authority Bylaw".

2. DEFINITIONS

2.1 In this Bylaw:

“Acquisition” means the acquiring by the **Town** of **property** by means of negotiation or gratuitous conveyance, but excluding expropriation;

“Agreement” means any contract, memorandum of understanding, settlement, minutes of settlement, letter of intent, offer to purchase, agreement of purchase and sale, or other similar **document**;

The term **“Approve”** includes the terms “agree to”, “accept”, “authorize”, “impose”, “determine”, “develop”, “implement”, “have authority to mediate”, “negotiate”, “resolve” and “settle”;

“Building Code Act” means the *Building Code Act, 1992*, S.O. 1992, c. 23;

“CAO” means the individual occupying the office of Chief Administrative Officer for the **Town**;

“Condominium Act” means the *Condominium Act, 1998*, S.O. 1998, c. 19;

“Declare Surplus” means to formally assert, in accordance with **Town** Bylaw or by a delegated authority, that a **property** is not required by the **Town** for present or future needs;

“Deputy CAO/Treasurer” means the individual occupying the office of Deputy Chief Administrative Officer/Treasurer for the **Town**;

“Director” means an individual occupying the office of a Director for the **Town**;

“Disposal” means the disposition by the **Town** of **property**, by means of negotiation or gratuitous conveyance;

“Document” means any written instrument whether on paper or in electronic form including, without limiting the foregoing, any deed, memorandum, consent, application, permit, release, form, retainer, report, waiver or acknowledgement;

“Execute” means to sign on behalf of the **Town** and to complete all formalities necessary to make an **agreement** or **document** effective;

“Fair Market Value” means the highest price, expressed in terms of money, that a **property** would bring, in an open and unrestricted market, between a willing buyer and a willing seller who are both knowledgeable, informed and prudent, and who are acting independently of each other;

“Government Organization” means another municipality, local board or public utility as those terms are defined in the *Municipal Affairs Act*, R.S.O. 1990, c. M. 46, a conservation authority, or an organization or entity forming a part of the provincial or federal government, including its ministries and agencies;

“Head of Human Resources” means the **Town’s** Head of Human Resources and includes a Human Resources Consultant acting on behalf of the **Town**;

“Land Titles Act” means the *Land Titles Act*, R.S.O. 1990, c. L. 5;

“Legal Proceeding” means any court or **tribunal** proceedings commenced by or against the **Town**, and includes carrying out any step or action required as part of a legal proceeding, including providing instructions to legal counsel and any attendance and/or representation on behalf of the **Town**;

“Manager” means an individual occupying the office of a Manager for the **Town**;

“Municipal Act” means the *Municipal Act, 2001*, S.O. 2001, c. 25;

“Planning Act” means the *Planning Act*, R.S.O. 1990, c. P.13;

“Property” means any interest or rights in real property, which includes all land, buildings and structures firmly attached and integrated equipment on the land, and anything growing on the land, but excludes chattels, inventory and other personal property;

“Restricted Act Period” means the first day during the election for a new Council on which it can be determined that one of the following applies to the new Council that will take office following the election:

- (a) if the new Council will have the same number of members as the outgoing Council, the new Council will include less than three-quarters of the members of the outgoing Council;

- (b) if the new Council will have more members than the outgoing Council, the new Council will include less than three-quarters of the members of the outgoing Council or, if the new Council will include at least three-quarters of the members of the outgoing Council, three-quarters of the members of the outgoing Council will not constitute, at a minimum, a majority of the members of the new Council;
- (c) if the new Council will have fewer members than the outgoing Council, less than three-quarters of the members of the new Council will have been members of the outgoing Council or, if at least three-quarters of the members of the new Council will have been members of the outgoing Council, three-quarters of the members of the new Council will not constitute, at a minimum, a majority of the members of the outgoing Council;

“Town” means The Corporation of the Town of Georgina;

“Town Clerk” means the Clerk or the Deputy Clerk of the **Town** appointed by Council;

“Town Solicitor” means the Town Solicitor and includes Legal Counsel acting on behalf of the **Town**;

“Treasurer” means the Treasurer or the Deputy Treasurer of the **Town** appointed by Council;

“Tribunal” means any tribunal that hears and adjudicates matters, and includes, without limiting the foregoing, the Ontario Land Tribunal; and,

“Usual Operations” means the activities and administrative decision making required as part of the day-to-day operations of a Department of the **Town** in the ordinary course of business, including a project, program or service which is not legislative or quasi-judicial in nature.

3. DELEGATION OF POWERS AND DUTIES – NATURE AND SCOPE

- 3.1 That Council hereby delegates the powers and duties set out in Columns A and B of Schedule “A” to this Bylaw to those officers and employees listed in Columns D and E subject to any limitations and conditions in Column F.

- 3.2 A person exercising a power or duty delegated pursuant to this Bylaw shall exercise the power or duty:
- (a) in compliance with the limitations and conditions set out in this Bylaw;
 - (b) in compliance with applicable **Town** policies (e.g. the **Town's** Procurement Policy) and applicable legislation; and,
 - (c) while considering the public interest, and acting in good faith.
- 3.3 Where the exercise of a delegated power or duty requires the expenditure of money or subjects the **Town** to a potential financial loss or obligation, funding for the potential financial loss or obligation must be included in an approved budget as a condition to the exercise of the delegated authority, unless during a **Restricted Act Period**.
- 3.4 Where required as a condition of the delegated authority, reports shall be submitted to Council advising of the exercise of the delegated power or duty.
- 3.5 Any delegated authority provided in this Bylaw includes the authority to:
- (a) execute any **documents** ancillary thereto required to give effect to the matter;
 - (b) terminate an **agreement** in accordance with the provisions contained in the **agreement**; and,
 - (c) extend or renew an **agreement** in accordance with the renewal or extension provisions contained in the **agreement**, provided that the remaining provisions of the **agreement** remain unchanged or are equal to or provide a greater benefit to the **Town** than the initial **agreement**.
- 3.6 This Bylaw does not apply to the settlement of any claim or **legal proceeding** that includes an allegation against a Member of Council, the powers and duties regarding which shall be exercised by Council unless otherwise delegated.
- 3.7 Notwithstanding Section 3.1, Council retains the authority to make or reconsider, at any time and without notice, the revocation or restriction of any power that has been delegated pursuant to this

Bylaw, provided that such revocation or restriction complies with applicable law.

4. DELEGATION OF POWERS AND DUTIES – ADMINISTRATION

- 4.1 The **CAO's** signature and the signatures of any other **Town** employees with delegated signing power may be written, engraved, printed, lithographed, or otherwise mechanically or electronically reproduced in accordance with **Town** policies and procedures.
- 4.2 Any delegation of a power or duty to a **Director** or the **Deputy CAO/Treasurer** shall be deemed to include the **CAO**.
- 4.3 Any delegation of a power or duty to a **Manager** shall be deemed to include the **Director**.
- 4.4 Any delegation of a power or duty to the **CAO** shall be deemed to include the **Deputy CAO/Treasurer** in the absence of the **CAO**.
- 4.5 Any delegation of a power or duty includes a delegation of the power or duty to a member of staff who is appointed or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.
- 4.6 Where a title or a position identified in this Bylaw no longer exists or is modified, the powers and duties may be exercised by a person deemed by the **CAO** to have the responsibilities of the original position until such time as an amending bylaw is adopted by Council.
- 4.7 A member of staff that has been delegated a power or duty shall not:
 - (a) delegate a power or duty to another member of staff other than as expressly permitted by this Bylaw; or,
 - (b) exceed the scope of the delegated authority.
- 4.8 In the event of inconsistency between this Bylaw or any other **Town** Bylaw or resolution, the more restrictive provision shall prevail to the extent of the inconsistency.
- 4.9 It is the opinion of Council that any of the legislative powers delegated pursuant to this Bylaw are of a minor nature.

4.10 Any reference to legislation, regulations, bylaws or policies in this Bylaw shall be interpreted to include all amendments and any successor legislation, regulation, bylaw or policy thereof.

4.11 Throughout this Bylaw:

(a) the term “including” or the phrases “e.g.” or “for example” shall be interpreted to mean “including, without limitation”; and,

(b) the singular includes the plural and vice-versa.

4.12 With respect to monitoring and compliance, the **Town’s** Delegation of Authority Policy shall be followed.

4.13 Notwithstanding the powers and duties delegated by this Bylaw, any matter may be referred to Council for consideration at the discretion of the **CAO**, or a **Director**, in consultation with the **CAO**.

5. SEVERABILITY

5.1 If a court of competent jurisdiction declares any section or part of this Bylaw invalid, it is the intention of Council that the remainder of this Bylaw shall continue in force unless the court makes an order to the contrary.

6. REPEAL

6.1 That Bylaws 92-32, 97-0125, 2002-0041, 2004-0078, 2005-0014, 2007-0148, 2007-0149, 2008-0001, 2020-0018, 2022-0056 and 2023-0034 are hereby repealed.

READ AND ENACTED this 16th day of April, 2025.

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk