

By-Law Number 22-018

of

The Regional Municipality of Waterloo

A By-law to Authorize and Govern the Delegation of Signing Authority on Behalf of The Regional Municipality of Waterloo and to Repeal By-law 18-036

Whereas the Council of The Regional Municipality of Waterloo deems it expedient to govern the delegation of signing authority on behalf of The Regional Municipality of Waterloo;

And Whereas Section 23.1(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (the "Municipal Act"), provides for a Municipality to delegate its powers and duties under this or any other Act to a person or body subject to restrictions;

And Whereas the Council of The Regional Municipality of Waterloo deems it expedient to authorize the delegation of signing authority to certain officers and employees of The Regional Municipality of Waterloo subject to certain terms and requirements;

Now Therefore the Council of The Regional Municipality of Waterloo enacts as follows:

Part 1 – DEFINITIONS

General

1. In this By-law:

1.1 **"CAO"** shall mean the Chief Administrative Officer of The Regional Municipality of Waterloo;

1.2 **"Commissioner"** shall mean any officer or employee of The Regional Municipality of Waterloo who is designated as the head of a Regional department;

1.3 **"Council"** shall mean The Regional Municipality of Waterloo's Council;

1.4 **"Confirming By-Law"** shall mean a by-law confirming the proceedings of Regional Council that confirms a resolution, including a resolution adopting a Committee recommendation, which expressly or by implication delegates a signing officer(s) the ability to execute a document in relation to a specific matter;

1.5 **"Director"** shall mean an employee of The Regional Municipality of Waterloo who holds the title of Director for a specific division of a department, and who reports directly to a Commissioner.

1.6 **"document"** and **"documentation"** shall mean any written instrument whether on paper or in electronic form including, without limiting the foregoing any contract, agreement, deed, lease, memorandum, letter of intent, application, permit, notice, release, waiver or acknowledgement which, when executed, will have or is intended to have the effect of causing the Region to be

bound in a legally enforceable relationship with, or matter in relation to, any other person; and shall not include:

- (a) Any cheques, bank drafts, orders for payment of money, promissory notes, acceptances, bills of exchange, debentures and any similar instruments; and
- (b) correspondence, whether by letter or in electronic form, intended to convey information or confirm a position on a matter, but not intended to create a contract or agreement between the Region and any other person, whether or not a legally enforceable right or remedy is created thereby;

1.7 **"execute"** and **"execution"** shall mean, subject to the requirements of this by-law, to carry out all activities necessary to finalize and sign a document for a delegated authority, and to exercise the delegated authority to approve the subject matter of such document;

1.8 **"Lame Duck Period"** shall mean any period whereby Council becomes subject to the restrictions contained in subsection 275(3) of the Municipal Act;

1.8 **"Region"** and **"Regional"** shall mean The Regional Municipality of Waterloo;

1.9 **"Regional Chair"** shall mean the Regional Chair of The Regional Municipality of Waterloo;

1.10 **"Regional Clerk"** shall mean the Regional Clerk of The Regional Municipality of Waterloo;

1.11 **"Regional Solicitor"** shall mean the Regional Solicitor of The Regional Municipality of Waterloo; and

1.12 **"signing officer"** shall mean a person delegated authority under a Confirming By-Law, under any other by-law of Council, or under this bylaw to execute a document on behalf of the Region.

Part 2 - APPOINTMENT OF SIGNING OFFICERS

Delegation to Regional Chair and Regional Clerk

2.1 Subject to the requirements of this by-law and any statute regarding the execution of any particular kind of document, the persons who, at the time of execution of any document hold the position of Regional Chair and Regional Clerk are delegated as signing officers of the Region and have the authority to jointly execute documents on its behalf.

Delegation of Signing Authority (General)

2.2 In addition to the signing officers delegated in section 2.1 of this by-law, an officer or employee of the Region who at the time of execution of the particular document holds the respective office or position set out in Column 2 of Schedule "A" of this by-law shall be a signing officer authorized to execute a document listed in Column 1 of Schedule "A" of this by-law, subject to compliance with all other provisions of this by-law including, but not limited to the following:

- (a) the document is in accordance with a form and content approved for the intended purpose by the Regional Solicitor or designate or legal advice from the Regional Solicitor or designate as to the form and content of the document or delegated matter has been obtained where reasonably necessary or appropriate;
- (b) advice from the Region's Risk Manager has been obtained with regard to any insurance and indemnification provisions or requirements;
- (c) any financial obligation of the Region arising from the execution of the document or is provided for in, or consistent with, the then current approved Regional budget, or as has been modified in accordance with the Regional Financial Management By-law and advice from the Region's Chief Financial Officer or designate has been obtained where reasonably necessary or appropriate; and
- (d) any applicable fees relating to the preparation of the document or delegated matter have been paid to the Region;

2.3 It is however a condition of the delegation listed in section 2.2 above that the CAO is in effect the head of all departments of the Region and may intervene or exercise any of the authorities delegated in s. 2.2 of this by-law if in the opinion of the CAO such intervention is prudent and necessary.

Delegation of Signing Authority to CAO

2.4 For any signing officers delegated signing authority for a document listed in section 2.2 of this by-law, the CAO may also exercise such signing authority in their place, and as such, the CAO is hereby appointed a signing officer in respect of any document listed in Column 1 of Schedule "A" to this by-law.

Sub-Delegations of Signing Officers

2.5 (a) Where the original signing officer has been delegated by a Confirming By-Law, under any other by-law of Council, or under this bylaw, such person may appoint a sub-delegate as acting signing officer for the matter.

(b) In the case of the signing officer being absent or such position being vacant then:

- (i) the direct supervisor of the signing officer may designate in writing an employee to hold the position in an acting capacity;
- (ii) the direct supervisor of the signing officer is authorized to exercise the authority in an acting capacity; or
- (ii) in the event that the direct supervisor is absent for any reason or the position is vacant then the direct supervisor of such supervisor of the signing officer authorized to exercise the authority in an acting capacity.

(c) The sub-delegation of a signing officer described in (a) or (b) above by a Commissioner, Director or manager within such department shall be subject to the approval of the CAO.

(d) Notwithstanding (a) or (b) above of this by-law, the sub-delegation of a signing officer by the Regional Solicitor may only be sub-delegated to another Solicitor within such department to act as acting Regional Solicitor in his or her absence. Such sub-delegation shall specify effective date of such sub-delegation and the end date of such sub-delegation authority.

(e) Notwithstanding section (a) or (b) above of this by-law, the sub-delegation of a signing officer by the CAO may only be sub-delegated to a Commissioner to act as acting CAO in his or her absence. Such sub-delegation shall specify effective date of such sub-delegation and the end date of such sub-delegation authority.

(f) For greater clarity, this section 2.5 does not apply where the Regional Chair and Regional clerk are delegated as signing officers.

(g) When a signing officer is sub-delegated pursuant to section (a) or (b) above, each Commissioner shall be responsible for a departmental registry system specifying any sub-delegations of signing authority made pursuant to (a) or (b) above, the effective date of such sub-delegation and the end date of such sub-delegation authority.

Referral of Matter to CAO or Regional Council

2.6. Notwithstanding anything in this by-law, the signing officer appointed pursuant to s. 2.2 may refer any specific matter or document to the CAO for direction, approval, resolution or information at any time and any decision, direction or action of the CAO in respect of such matter shall supersede and replace the signing authority of the approval authority under this by-law in respect of such specific matter or document.

2.7 The CAO may, in exercising their authority listed in section 2.6 of this by-law, and notwithstanding anything in else this by-law, refer any specific matter or document to Regional Council through the appropriate Standing Committee for direction, approval, resolution or information at any time and any decision, direction or action of Regional Council in respect of such matter shall supersede and replace the authority of the approval authority under this by-law in respect of such specific matter or document.

Lame Duck

2.8 Council delegates authority to the CAO to take action during a Lame Duck Period, where such action is necessary to support the efficient operation of the municipal corporation and is otherwise by restricted in accordance with Section 275 (3) of the Municipal Act. Where the exercise of delegated authority under this section will result in an expenditure in excess of an amount budgeted by Regional Council for the expense, the CAO shall first confer with the Regional Chair regarding any such proposed expenditure.

- 2.9 The CAO will report to Council on any actions taken under this delegation at the first regular meeting of the next term of Council.

Signing Officer Titles

- 3.0 The reference to a title or position of a Regional officer or employee in this by-law shall be deemed to refer to any applicable title or position that succeeds the stated title or position or any title or position that assumes responsibility for the program or activity referred to in this by-law without further amendment to this by-law being necessary.

Part 3 - AUTHORITY AND MANNER OF EXECUTION

Authorization by Regional Council

- 3.1 Subject to any statutory requirement to the contrary, signing officers shall not execute any document unless such action is authorized by a by-law enacted by Council. For greater certainty, and without limiting the foregoing, a by-law authorizing execution of a document, includes:
- (a) a by-law expressly or by implication authorizing the execution of the document, and without limiting the generality of the foregoing includes the Regional Purchasing By-law;
 - (b) a Confirming By-Law; and
 - (c) this by-law.

Ancillary Documents

- 3.2 The authority to execute documents authorized by a by-law enacted by Council and described in section 3.1 above, shall include the following ancillary documents:
- (a) any and all documents relating to an offer in respect of the document and any and all documents that are required by the terms of the document or are necessary for its performance or to carry out the Region's obligations under it and any such by-law shall be deemed to include such authority; and
 - (b) documentation in relation to such documents including but not limited to any document relating to the amendment, addendum, renewal, release or termination of such document.

Execution of Documents Conditional on Council Approval

- 3.3 The CAO, Commissioner or the Regional Solicitor may execute any document that is subject to or conditional upon Council approval before the document is so approved, provided that the requirements of section 2.2 of this by-law have been fulfilled and the document expressly states that it is subject to or is conditional upon approval by Regional Council and its execution shall not be legally binding on the Region unless and until a by-law has been passed by Council for such matter.

Manner of Execution of Documents by a Signing Officer

3.4 The following rules shall apply to the execution of documents by a signing officer delegated under a Confirming By-Law, under any other by-law of Council, or under this bylaw:

- (a) Unless otherwise required by statute or this by-law, a document may be executed by the signature(s) of the signing officer(s) and when so executed the document may be endorsed with the words, "I/We have authority to bind the Corporation", or any similar words indicating the authority of the signing officer(s) and the seal need not be affixed; and
- (b) Every signing officer shall ensure that his or her name and title are legibly printed beneath his or her signature.

Electronic Signatures

3.5 A signing officer may cause a document to be executed electronically in accordance with any applicable laws including without limitation the *Electronic Commerce Act*, 2000, S.O. 2000, c. 17, and any Regional policies, operating principles, procedures or directives, provided that the provisions of this by-law are otherwise complied with, subject to any necessary modifications.

Part 4 - Administration

- 4.1 The signing officer shall be responsible for distribution of the executed documents.
- 4.2 All documents executed by the Regional Chair and Regional Clerk shall be kept by the Regional Clerk in accordance with Regional Records Retention By-law 93-076. All other documents shall be kept by the initiating department in accordance with the Regional Records Retention By-law 93-076 unless otherwise directed by the Regional Clerk.
- 4.3 When documents are executed by a signing officer other than the Regional Chair and Regional Clerk, each Commissioner shall be responsible for a departmental registry system that will include information about the documents executed by the signing officers of the respective Regional departments including the specific provision of this by-law that apply.

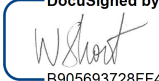
Part 5 - Previous By-Laws, References, Severability, Headings

- 5.1 This by-law may be cited as the "Delegation By-Law".
- 5.2 This by-law shall come into force and effect on the date of final passing by Council.
- 5.3 By-law Number 18-036 is hereby repealed.
- 5.4 Any Regional by-law, including resolutions adopted by confirmatory by-law, inconsistent with this by-law is hereby repealed to the extent of the inconsistency. Despite the foregoing and for greater certainty, this by-law shall not affect in any manner the authority provided for under Financial Management By-Law 05-008, Regional Purchasing

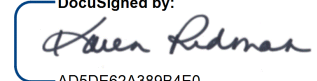
Bylaw 16-032, Regional Commissioner of Planning, Housing and Community Services By-law 01-028, Delegation of Approval under the Planning Act By-law 17-035, Delegation of authority to approve the acquisition of designated classes of, or interests in, real property within the Regional Municipality of Waterloo By-Law 11-055 or Sale or Other Disposition of Lands By-law 20-042.

- 5.5 Despite the repeal of the by-laws mentioned in subsections 5.3 and 5.4, the valid execution of any document, or the repeal of any other by-laws, under the authority of any one of those by-laws prior to the date that this by-law takes effect remains valid.
- 5.6 Failure to adhere to the provisions of this by-law shall not render any document to be void or voidable.
- 5.7 Any reference to a by-law in this by-law shall be deemed to refer to such by-law as may be amended from time to time or to its successor by-law.
- 5.8 Any reference to a statute in this by-law shall be deemed to refer to the statute as may be amended from time to time or to its successor legislation.
- 5.9 Each section of this by-law and every part of each is an independent section or part of a section, and the holding of any section or a part thereof to be void or ineffective for any cause shall not be deemed to affect the validity of any other sections or parts thereof.
- 5.10 Headings are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this by-law.

By-law read a first, second and third time and finally passed in the Council Chamber in the Regional Municipality of Waterloo this 25th day of May, A.D., 2022.

DocuSigned by:

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Regional Clerk

DocuSigned by:

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Regional Chair

Schedule "A"

In accordance with section 2.2 of this by-law, the documents or delegated matters listed in Column 1 may be executed by the signing officer shown opposite in Column 2:

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
Chief Administrator's Office		
1.	Agreements with any federal or provincial Ministry, agency or body, or any local municipality, Board of Education or post-secondary institution, with respect to the hosting of evacuees in the event of an emergency.	CAO
2.	Employment agreement for any department head, except where the department head also holds the position of clerk or treasurer of the municipality, and related authority to dismiss, discipline, and any other like action provided that: (a) consultation with Regional Chair has taken place.	CAO
Planning, Development & Legislative Services Department		
3.	Intellectual property applications, acknowledgements and assignments of intellectual property rights.	Regional Solicitor or any Solicitor
4.	Undertakings, certificates, declarations and similar ancillary documents required for the completion of any transaction involving the purchase, sale, mortgage, lease or exchange of any interest in land, including an easement interest, provided that: (a) any applicable Regional requirements or approvals relating to the transaction have been fulfilled or obtained.	Regional Solicitor or any Solicitor
5.	All applications and supporting documents on behalf of the Region for entry or removal of a notice, interest, caution, lien, restriction, inhibiting order, technical title defect correction, by-law including but not limited to a road closing by-law, property consolidation or name change of a technical nature, acquisition of land for the purpose of widening Regional roads including the conveyance of 1 foot (0.3 metre) reserves, Reference Plan, Expropriation Plan, Registered Plan or any other similar registration in the Ontario Land Registry.	Regional Solicitor or any Solicitor
6.	Document Generals, Document Registration Agreements, Land Transfer Tax statements or affidavits and electronic signatures under the <i>Land Registration Reform Act</i> (Ontario), for	Regional Solicitor or any Solicitor

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
	<p>the registration or entry of any documents provided that:</p> <p>(a) any applicable Regional requirements or approvals relating to the transaction have been fulfilled or obtained.</p>	
7.	<p>Consents, Objections and Waivers of Notice relating to an application for first or absolute title registration under the <i>Land Titles Act</i> (Ontario) provided that:</p> <p>(a) the Commissioner responsible for the program, activity or project to which the lands relate provides information regarding the objection or clearance, which may be subject to conditions and, if so, such conditions are fulfilled.</p>	Regional Solicitor or any Solicitor
8.	<p>Agreements or other documentation for the donation by gift, bequest or otherwise of historical, cultural or artistic objects to the Region, provided that;</p> <p>(a) the donation is consistent with the Regional Policy pertaining to collections development and management.</p>	Commissioner responsible for the facility to which the donation relates
9.	<p>Agreements relating to programs and activities at Waterloo Region Museum, Schneider Haus and McDougall Cottage including but not limited to daily rental or license agreements for special events such as weddings or an entertainment production and exhibit agreements provided that:</p> <p>(a) such agreement pertains to an activity or program that is consistent with the mandate of the programs and activities conducted at the facility; and</p> <p>(b) such agreement provides for the payment of applicable fees prescribed by the then current Regional Fees & Charges By-law.</p>	Manager/Curator responsible for the facility
10.	<p>Agreements and other documentation pertaining to the disposal of Regional objects of a cultural, historic or artistic nature, provided that:</p> <p>(a) the terms of the disposal are in accordance with the Statement of Purpose, Collections Management Policy, and Collections Development Policy of the applicable museum facility; and</p> <p>(b) the value of the object to be disposed of does not exceed \$5,000.</p>	Manager/Curator responsible for the facility to which the Regional personal property relates

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
11.	<p>Agreements for the temporary custody and use of items of Regional personal property on a short term basis from Waterloo Region Museum, Schneider Haus or McDougall Cottage, or for temporary loan of farm animals and other personal property to the Region, for the purpose of research, education, interpretation, exhibition, conservation, reproduction or special event, provided that:</p> <p>(a) the term of such agreement does not exceed two years; and</p> <p>(b) appropriate provision is made for the preservation of the integrity, security and ownership of the subject Regional personal property.</p>	<p>Manager/Curator responsible for the facility to which the Regional personal property relates, or the Manager/Curator responsible for the facility to which the property is being loaned</p>
12.	<p>Agreements for the use of the West Montrose Covered Bridge by third parties, provided that:</p> <p>(a) the road on which the Bridge is located has been temporarily closed in accordance with the applicable by-law;</p> <p>(b) the use is for a period of time not exceeding twenty-four hours;</p> <p>(c) the use is consistent with the preservation of the structure; and</p> <p>(d) such agreement provides for the payment of applicable fees prescribed by the then current Regional Fees & Charges By-law.</p>	<p>Manager/Curator of Waterloo Region Museum</p>
13.	<p>Agreements pertaining to Marketing, Promotion and Advertisement at or in connection with the Region of Waterloo International Airport.</p>	<p>Commissioner of Planning, Development and Legislative Services</p>
14.	<p>Agreements with the Canadian Air Transportation Security Authority, the Canadian Border Service Agency for the provision of Customs inspection and security services at the Region of Waterloo International Airport, Procedural/Operational Arrangements (APOA) and/or Combined Aviation Services and Facilities Agreements with Nav Canada regarding Nav Canada's operations at the Region of Waterloo International Airport.</p>	<p>Commissioner of Planning, Development and Legislative Services</p>
15.	<p>Agreements with the Township of Woolwich relating to the development of the Airport Lands and buildings at the Airport in connection with the Region of Waterloo International Airport.</p>	<p>Commissioner of Planning, Development and Legislative Services</p>

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
16.	<p>Agreements to lease or license to third parties lands or premises, or both, at the Region of Waterloo International Airport, provided that:</p> <ul style="list-style-type: none"> (a) such agreement provides for rent or license fees, exclusive of tax, common area maintenance, utilities and other fees, which do not exceed \$100,000 per annum, and the applicable fees prescribed by the then current Regional Fees and Charges By-law; and (b) such agreement does not exceed a term of twenty-five years. 	Commissioner of Planning, Development and Legislative Services
17.	<p>Agreements, including without limitation operating agreements, with airline carriers carrying on service at the Region of Waterloo International Airport, provided that:</p> <ul style="list-style-type: none"> a) the objectives of such agreement are consistent with the Region's then current Corporate Strategic Plan and Airport Master Plan; b) such agreement does not include any incentive payment to the airline carrier, except for marketing support, by the Region including a minimum revenue guarantee; c) the term of such agreement does not exceed three (3) years; d) the terms and conditions of such agreement is satisfactory to the Chief Financial Officer; e) any period of route exclusivity does not exceed three (3) years; and f) total marketing support provided to the airline carrier does not exceed \$75,000 per route. 	Commissioner of Planning, Development and Legislative Services
18.	<p>Agreements with Transport Canada or documentation required by Transport Canada as required by the Aeronautics Act (Canada) and its regulations including but not limited to Airport Operations Manuals, Airport Wildlife Management Plans, Airport Emergency Plans, Safety Management Systems and Corrective Action Plans in relation to the day to day operations the Region of Waterloo International Airport, provided that:</p> <ul style="list-style-type: none"> (a) Such Agreements comply with the applicable requirements of the Aeronautics Act 	Airport General Manager

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
19.	<p>Agreements for the rental of the Region's mobile teaching lab(s) provided that:</p> <ul style="list-style-type: none"> (a) the term of such agreement does not exceed twelve (12) months; (b) the rental is for the purpose of teaching internet and/or computer skills by the party signing such agreement within the geographic boundaries of the Region; and (c) such agreement provides for the payment of the applicable fees prescribed by the then current Regional Fees & Charges By-law. 	Commissioner of Planning, Development and Legislative Services
20.	<p>Commence or settle any action or other legal proceeding involving the Region where the monetary value of the claim is below \$150,000, excluding interest and costs, provided that:</p> <ul style="list-style-type: none"> (a) consultation with the CAO or the Commissioner responsible for the program, operation or capital project to which the matter relates has taken place. 	Regional Solicitor
21.	<p>Commence any action or other legal proceeding on behalf of the Region to ensure that no limitation period or other time restriction expires before instructions of Council can be obtained, provided that:</p> <ul style="list-style-type: none"> (a) the Regional Solicitor obtains instructions of Council within a reasonable time thereafter. 	Regional Solicitor
22.	<p>Take all necessary steps to defend any claim, action or other legal proceeding commenced against the Region including commence any counterclaim, crossclaim or third party claim, provided that:</p> <ul style="list-style-type: none"> (a) consultation with the CAO or Commissioner responsible for the program, operation or capital project to which the matter relates has taken place. 	Regional Solicitor
23.	<p>Take all necessary steps to defend any person pursuant to By-law Number 95-036 of The Regional Municipality of Waterloo, A By-law to Provide for the Indemnity and Defence of Councillors and Employees of the Regional Municipality of Waterloo Against Liability Incurred While Acting on Behalf of the Regional Municipality, or any successor by-law thereto, provided that:</p>	Regional Solicitor

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
	(a) consultation with the CAO or the responsible Commissioner has taken place.	
24.	Commence any motion or other interim step that is procedural in nature as part of an action or other legal proceeding involving the Region.	Regional Solicitor
25.	Participate in any action or other legal proceeding to defend or pursue spousal support or child support assigned to the Region or the Province of Ontario, provided that: (a) consultation with the CAO or Commissioner responsible for the program or operation to which the matter relates has taken place.	Regional Solicitor
26.	Retainer of any expert or other person to assist in an actual or potential action or other legal proceeding or the acquisition or disposition of any Regional land or property, provided that: (a) consultation with the CAO or Commissioner responsible for the program, operation or capital project to which the matter relates has taken place.	Regional Solicitor
27.	Accept service of any legal document on behalf of the Region	Regional Solicitor
28.	Prosecute any person for the alleged violation of any by-law of the Region or statute of the Province of Ontario, where the prosecution of the statute has been delegated to the Region.	Regional Solicitor
29.	Obtain standing or participate in any administrative proceeding on behalf of the Region, provided that: (a) consultation with the CAO or Commissioner responsible for the program, operation or capital project to which the matter relates has taken place; and (b) instructions of Council is obtained within a reasonable time thereafter.	Regional Solicitor
30.	Take all necessary steps to protect or pursue the rights of the Region in its capacity as a landlord or tenant, provided that: (a) consultation with the CAO or Commissioner responsible for the program, operation or facility to which the matter relates has taken place.	Regional Solicitor

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
31.	<p>Retain outside legal counsel on behalf of the Region, provided that:</p> <ul style="list-style-type: none"> (a) the legal fees and disbursements are not initially estimated to exceed \$75,000, exclusive of tax; (b) the Region's standard form of retainer is used; and (c) any outside legal counsel with an ongoing, existing or pending proceedings against the Region may not be retained except with Council approval. 	Regional Solicitor
32.	<p>Retain outside legal counsel on behalf of the Region where any delay may undermine the Region's best interests despite legal fees and disbursements for such retainer is initially estimated to exceed \$100,000, exclusive of tax, provided that:</p> <ul style="list-style-type: none"> (a) the Regional Solicitor obtains instructions of Council within a reasonable time thereafter. 	Regional Solicitor
Corporate Services Department		
33.	<p>Agreements to lease or license to third parties, residential or non-residential lands or premises, excluding Regional lands and premises referred to specifically elsewhere in this Schedule "A", provided that:</p> <ul style="list-style-type: none"> (a) such lands or premises are not required for then current and known Regional purposes for the term of such agreement; (b) the rent or license fee does not exceed \$100,000 per annum exclusive of taxes, utilities and common area maintenance fees; (c) such agreement contains provisions, including rent or license fees, that are consistent with the current fair market value at time of execution as determined by the Region's Director of Facilities Management in consultation with the Region's Manager, Real Estate Services; (d) the term of such agreement in the case of non-residential lands or premises does not exceed a maximum of 15 years, including renewals at the sole option of the tenant or licensee; 	Commissioner of Corporate Services

Section	Column 1 Document or Delegated Matter	Column 2 Signing Officer
	<p>(e) the revenue from such agreement accrues to the general revenue for the program or activity to which the subject lands or premises relate and is not used for any other purpose; and</p> <p>(f) such agreement is satisfactory to the Commissioner responsible for the program or activity to which the lands or premises relate.</p>	
34.	<p>Agreements to lease or license lands or premises from third parties, other than as more specifically described elsewhere in this Schedule "A", provided that:</p> <p>(a) such lands or premises are required for the purposes of carrying out a program or activity which is part of the then approved Regional budget;</p> <p>(b) the rent or license fees do not exceed \$100,000 per annum exclusive of taxes, utilities and common area maintenance fees;</p> <p>(c) such agreement contains provisions, including rent, that are consistent with the current fair market value at the time of execution as determined by the Region's Director of Facilities Management in consultation with the Region's Manager, Real Estate Services;</p> <p>(d) the term of such agreement does not exceed a maximum of 15 years, excluding options to renew at the option of the Region; and</p> <p>(e) such agreement is satisfactory in form and content to the Commissioner responsible for the program or activity for which the lands or premises are being leased or licensed.</p>	Commissioner of Corporate Services
35.	Requests for Reconsideration pursuant to the <i>Assessment Act</i> (Ontario) and settlement of such Requests pertaining to Regional lands and premises, including on behalf of a tenant or tenants, and related Minutes of Settlement and any documentation.	Chief Financial Officer
36.	Assessment Appeals pursuant to the <i>Assessment Act</i> (Ontario) and settlement of such appeals pertaining to Regional lands and premises initiated by the Region, including on behalf of a tenant or tenants and consent to third party appeals relating to assessment of Regional lands and premises, and related Minutes of Settlement and other	Chief Financial Officer

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	<p>documentation, provided that the Regional Chief Financial Officer shall report to Regional Council at:</p> <p>(a) the commencement of such appeal in order to request Council ratification of such appeal as soon as reasonably practicable after such appeal is initiated;</p> <p>(b) thereafter on the status, but only if such appeal is not resolved/settled within a year that such appeal is initiated; and</p> <p>(c) outcome/settlement of such appeal.</p>	
37.	Documentation and Agreements relating to the Region's banking services requirements, save and except an agreement related to the purchase of banking services obtained pursuant to the Region's Purchasing By-law.	Chief Financial Officer
38.	Documentation relating to all other administrative matters for the Region's banking services requirements including but not limited to overdraft terms, Point of Sale/Merchant Services Agreements, letters of delegation, instructions, verifications opening and closing accounts, EFT services, new services, procurement cards, payment cards and Payment Card Industry Data Security Standards (PCI-DSS) compliance .	Any two of Chief Financial Officer, Director of Treasury Services & Deputy Treasurer and Manager of Treasury Services jointly
39.	Documentation relating to the Region's investment portfolio requirements.	Chief Financial Officer
40.	Documentation to authorize use of data supplied by the Municipal Property Assessment Corporation.	Chief Financial Officer
41.	<p>Documentation to authorize temporary borrowing for current expenditures pursuant to section 407 of the <i>Municipal Act, 2001</i> (Ontario), provided that such borrowing is:</p> <p>(a) temporary until taxes are collected and other revenues are received; and</p> <p>(b) in an amount that is reasonably necessary to meet the current expenditures of the Region for the year in respect of which the borrowing occurs and that does not exceed the limits prescribed by the <i>Act</i>.</p>	Chief Financial Officer
42.	Documentation to authorize temporary borrowing for expenditures made in connection with a work to be financed in whole or in part by the issue of debentures pursuant to section 405 of the <i>Municipal Act, 2001</i> (Ontario) provided that:	Chief Financial Officer

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	<p>(a) the capital works and financing from debentures has been duly approved by Council;</p> <p>(b) the amount to be borrowed does not exceed the amount of long-term financing approved for the capital works; and</p> <p>(c) the amount borrowed does not exceed the limits prescribed by the <i>Municipal Act, 2001</i>.</p>	
43.	<p>Documentation in connection with Receivers or Trustees in Bankruptcy appointed for a debtor of the Region, provided that:</p> <p>(a) such matter is reported to Council in accordance with the Regional Accounts Receivable Policy.</p>	Chief Financial Officer
44.	<p>Proofs of Loss and Claim Releases related to the Region's insured claims, provided that:</p> <p>(a) in the case of a settlement amount paid on behalf of the Region in respect of a Claim Release, such amount does not exceed \$100,000;</p> <p>(b) in the case of a settlement amount paid on behalf of the Region in respect of a Claim Release that is greater than \$100,000 but less than the Region's then current self-insured retention amount, approval of the Waterloo Region Municipalities Insurance Pool's Advisory Board is first obtained; and</p> <p>(c) execution of the document is consistent with the requirements of the then current Subscriber's Agreement and Insurance Policy Conditions.</p>	Manager, Risk Management
45.	<p>Procurement and renewal of insurance coverage and policies for regional services not covered by policies procured by the Waterloo Region Municipalities Insurance Pool, including but not limited to the Region of Waterloo International Airport and Waterloo Region Housing properties.</p>	Chief Financial Officer
46.	<p>Agreements allowing for payment by the Region of development charges as set out in the <i>Development Charges Act</i>, including but not limited to "Section 27 Agreements" for payment of development charges at a time other than when the payments would otherwise be made, in a legal form satisfactory to the Region's Solicitor.</p>	Chief Financial Officer

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47.	Write-offs of uncollectible accounts owed to the Region up to and including the amount of \$10,000.	Chief Financial Officer
48.	Applications, and any other related documentation made pursuant to s. 357, (Cancellation, reduction, refund of taxes), s. 357.1 (Cancellation, reduction, refund of payment in lieu of taxes), s.358 (Overcharges), and 359 (Increase of Taxes) of the <i>Municipal Act</i> .	Chief Financial Officer
49.	Issuance of donation receipts on behalf of the Region under the <i>Income Tax Act</i> .	Chief Financial Officer
Human Resources & Citizen Service Department		
50.	Memoranda of Understanding pertaining to collective bargaining negotiations provided that: (a) such memorandum is conditional upon Council approval.	Commissioner, Human Resources & Citizen Service
51.	Engagement Documentation relating to unpaid or co-operative education work placements and practicum placements.	Director of Talent Management and Employee Services
52.	Agreements pertaining to secondment assignments, including, but not limited to, an employee from an external organization working within the Region and a Regional employee working: (i) on another assignment within their own Regional department; (ii) on an assignment in another department within the Region; or (iii) on an assignment within an external organization, provided that: any applicable Regional requirements or policies relating to the secondment have been fulfilled.	Commissioner, Human Resources & Citizen Service
53.	Employment agreement for any employee or officer below the level of department head, excluding the position of the clerk of the municipality, and related authority to promote, dismiss, discipline, and any other like action provided that: (a) consultation with the CAO with respect to any director level position or equivalent has taken place.	Commissioner of Human Resources and Citizen Service
54.	Letters of understanding, settlement memoranda, agreements, and any other documentation relating to proceedings before administrative tribunals, statutory authorities, mediators and arbitrators pertaining to the Region's labour relations matters including but	Commissioner of Human Resources and Citizen Service

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	not limited to, grievances and arbitration proceedings and matters before the Ontario Human Rights Commission and Tribunal, the Ministry of Labour, the Ontario Labour Relations Board and the Pay Equity Commission.	
Public Health & Emergency Services Department		
55.	Agreements for the purchase of services from physicians, nurses, dentists, lab technicians and other health care professionals for approved programs of the Regional Public Health Department.	Commissioner/Medical Officer of Health
56.	Agreements for the purpose of providing services relating to identified public health supports to vulnerable or at risk populations.	Commissioner/Medical Officer of Health
57.	Agreements with hospitals designated by the Province of Ontario to provide a base hospital program, related to patient care standards and procedures provided that: (a) the then current Provincial requirements are included in such agreement.	Commissioner/Medical Officer of Health
58.	Special Event Agreements for the provision of Ambulance Services provided that: (a) such agreement provides for payment of the applicable fees in accordance with the then current Regional Fees & Charges By-law; and (b) such agreement provides for the Region to withdraw the services in the event of a major emergency elsewhere.	Chief, Paramedic Services
59.	Agreements pertaining to emergency communications and dispatch service, including, but not limited to, Tiered Response agreements.	Chief, Paramedic Services
60.	Agreements relating to research conducted under the Resuscitation Outcomes Consortium provided that: (a) any applicable Federal, Provincial or Regional requirements have been fulfilled.	Chief, Paramedic Services
61.	Agreements pertaining to the funding of Automated External Defibrillators and related training equipment and the provision of associated training, or resources for training events, at specific sites within the Region of Waterloo.	Chief, Paramedic Services

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62.	Agreements related to shared resources and cooperation during emergencies.	CAO
63.	Agreements to implement emergency measures not contemplated in the Region's Emergency Response Plan.	CAO
Community Services Department		
64.	Agreements for the provision of services to the Region in respect of clients under the Ontario Works Program or similar or successor Provincial or Federal program provided that: (a) the then current applicable Federal or Provincial requirements are included in such agreement.	Director of Employment and Income Support
65.	Agreements relating to the admission of persons to Sunnyside Home and related services operated by the Region, including permanent and temporary admissions (respite), convalescent and day programs, provided that: (a) such agreement provides for the payment of applicable fees in accordance with the Provincial requirements and applicable fees prescribed by the then current Regional Fees & Charges By-law.	Director of Seniors' Services
66.	Agreements with homemakers and nursing providers for the provision of homemaker and nursing services in households throughout the Region provided that: (a) any applicable Provincial requirements have been met.	Director of Seniors' Services
67.	Agreements to lease residential lands, where such agreements pertain to tenancies in a care home, as defined under the <i>Residential Tenancies Act, 2006</i> (Ontario).	Commissioner of Community Services
68.	Agreements for the provision of health care services including but not limited to physicians, dentistry, podiatry, physiotherapy and pharmacy services at Sunnyside Home.	Director of Seniors' Services
69.	Agreements with provincially licensed early learning and child care service providers and special needs resourcing agencies for the provision of child care services provided that: (a) the child care centre or special needs resourcing agency has been approved for the provision of child care services on behalf of the Region by Council.	Director of Children's Services or Manager, Early Learning Funding Administration or Manager, Early Years Support Services or Manager, Early Learning Services

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70.	<p>Agreements with home child care providers for the provision of child care services through the Region provided that:</p> <p>(a) the applicable Provincial and Regional criteria for selection have been fulfilled.</p>	<p>Manager, Home Child Care or Supervisor, Home Child Care</p>
71.	<p>Agreements with provincially licensed early learning and child care service providers, agencies, and special needs resourcing agencies for the provision of Provincial or Regional funding relating to costs for matters pertaining to early learning and child care, including but not limited to, wage enhancement, special purpose expense funding, operating funding, major and minor capital projects and professional development activities, provided that:</p> <p>(a) any applicable Provincial requirements have been fulfilled.</p>	<p>Director of Children's Services or Manager, Early Learning Funding Administration or Manager, Early Years Support Services or Manager, Early Learning Services</p>
72.	<p>Agreements with local Boards of Education pertaining to the purchase or provision of services related to child care and recreational programs, including but not limited to, extended day programs and fee collection, provided that:</p> <p>(b) any applicable Provincial requirements have been fulfilled.</p>	<p>Director of Children's Services or Manager, Early Learning Funding Administration</p>
73.	<p>Agreements with identified social service providers for the purposes of addressing homelessness and/or promoting housing stability, including but not limited to, supportive housing agreements, emergency shelter agreements, domiciliary hostel agreements.</p>	<p>Commissioner of Community Services</p>
74.	<p>Agreements for the purpose of providing services relating to identified social services supports to vulnerable or at risk populations, including but not limited to, counselling services, peer counselling services, community outreach program, emergency food hamper program, dental program.</p>	<p>Commissioner of Community Services</p>
75.	<p>Agreements for the provision of research and project grants by the Region related to social development.</p>	<p>Commissioner of Community Services</p>
76.	<p>Rent supplement agreements and other agreements and documentation required to be signed by the Region in its capacity as "Service Manager" under the <i>Housing Services Act, 2011</i> (Ontario), save for agreements specifically referred to in sections 74 and 77 of this Schedule "A".</p>	<p>Commissioner of Community Services</p>

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77.	Agreements to lease or license to third parties, residential or non-residential lands or premises, where such agreements are required to be signed by the Region in its capacity as either "Service Manager" or "housing provider" under the <i>Housing Services Act, 2011</i> (Ontario).	Commissioner of Community Services
78.	<p>Loan and mortgage documentation, and agreements, postponements, discharges and related documentation required under the Investment in Affordable Housing for Ontario (Home Ownership component and Ontario Renovates component) including any successor or new components to be signed by the Region in its capacity as "Service Manager" under the <i>Housing Services Act, 2011</i> (Ontario), provided that:</p> <p>(a) the loans do not exceed the maximum amount prescribed by the applicable component .</p>	Director of Housing Services
79.	To exercise one or more remedies as may be required in the opinion of the Commissioner, pursuant to section 85 of the <i>Housing Services Act, 2011</i> (Ontario), as amended, to receive submissions from housing providers as contemplated by the Act and otherwise take such actions and issue such notices as may be required by Part VII of the Act as more particularly described in Report CR-RS-12-079/P-12-128, dated November 27, 2012.	Commissioner of Community Services
80.	Grant such consents or enter into such agreements as may be required to administer housing programs, on behalf of the Regional Municipality of Waterloo in its capacity as a Service Manager as may be required by the <i>Housing Services Act, 2011</i> (Ontario), as amended, as more particularly described in Report CR-RS-12-079/P-12-128, dated November 27, 2012.	Commissioner of Community Services
Transportation And Environmental Services Department		
81.	Agreements pertaining to landscape advertising on Regional road allowances provided that:	Commissioner of Transportation and Environmental Services
82.	Maintenance Cost-Sharing Agreements for stormwater management ponds and/or other stormwater infrastructure required for Regional purposes.	Commissioner of Transportation and Environmental Services
83.	Notices of Temporary Closure of all or part of a Regional Road for a period of time for the construction, repairing, or improvement of all or part of such Regional Road or	Director of Transportation

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	infrastructure under, over, along, across or upon such Regional Road.	
84.	"Overload" Permits including any conditions in respect of use of Regional Roads issued pursuant to the <i>Highway Traffic Act</i> (Ontario).	Director of Transportation
85.	Boundary Road Maintenance Agreements with municipalities abutting the Region.	Commissioner of Transportation and Environmental Services
86.	Agreements for the installation and operation of traffic control signals on Local Municipal Roads.	Commissioner of Transportation and Environmental Services
87.	"Adopt-A-Road" Agreements with volunteer organizations.	Commissioner of Transportation and Environmental Services
88.	Agreements with the Ministry of Transportation, Local Municipalities and Area Hydro Corporations with respect to infrastructure and maintenance of Regional Roads.	Commissioner of Transportation and Environmental Services
89.	Municipal Access Agreements to permit use of Regional roads, other Regional lands and Regional infrastructure by third parties pursuant to the <i>Telecommunications Act</i> (Canada), provided that: <ul style="list-style-type: none"> (a) such agreement provides for the payment of the applicable fees prescribed by the then current Regional Fees and Charges By-law; and (b) such agreement is consistent with report CR-RS-09-054/E-09-108, dated December 1, 2009. 	Commissioner of Transportation and Environmental Services
90.	Railway Crossing Warning Modification System Agreements, provided that: <ul style="list-style-type: none"> (a) such agreement is in accordance with the <i>Canada Transportation Act</i> requirements. 	Commissioner of Transportation and Environmental Services
91.	Waterloo Spur Access Agreements, provided that: <ul style="list-style-type: none"> (a) such agreement provides for the payment of the applicable fee prescribed by Regional By-law. 	Commissioner of Transportation and Environmental Services
92.	Documents permitted or required under Regional By-law 1-90 (Sewer Use) and Regional By-law 33-90 (Supply of Water), or any successor by-law thereto, subject to the provisions of those respective by-laws	Commissioner of Transportation and Environmental Service, as provided for under Regional By-law 1-90 and Regional

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	including applicable Council approval requirements.	By-law 33-90 or any successor by-law thereto
93.	<p>Agreements, commonly referred to as “servicing agreements”, relating to the reservation of supply of water or wastewater treatment services as a condition(s) of an approval under the <i>Planning Act</i> (Ontario), provided that:</p> <ul style="list-style-type: none"> (a) such agreement provides for its expiry at the end of the calendar year in which it is executed; and (b) the capacity to be allocated under such agreement is available for allocation under the then current Regional Water and Wastewater Monitoring Report. 	Commissioner of Transportation and Environmental Services
94.	Agreements for the sale of advertisement on the Grand River Transit system including but not limited to vehicles, shelters and benches.	Commissioner of Transportation and Environmental Services
95.	<p>Encroachment or License Agreements and other documents permitting Regional infrastructure and/or access or encroachment on, under and over lands or premises of third parties provided that:</p> <ul style="list-style-type: none"> (a) the consideration paid by the Region does not exceed \$100,000 exclusive of taxes and is determined in consultation with the Region’s Manager, Real Estate Services. 	Commissioner of Transportation and Environmental Services
96.	<p>Encroachment or License Agreements permitting access, use or encroachment by third parties for the installation and maintenance of third party structures on, under or over Regional road allowances or other Regional lands provided that:</p> <ul style="list-style-type: none"> (a) such agreement provides for the payment of the applicable fees prescribed by the then current Regional Fees and Charges By-law. 	Commissioner of Transportation and Environmental Services
97.	Agreements with Local Municipalities and/or local utility companies for infrastructure improvements, including but not limited to, sidewalks, storm sewers, sanitary sewers and gas mains on Regional Roads or other Regional lands.	Either the Commissioner of Transportation and Environmental Services or Commissioner of Corporate Services, whichever Commissioner’s department the work relates
98.	Documents permitted or required under Regional By-law 05-076 (Special Events) and Regional By-law 05-075 (Filming on Regional Property) subject to the requirements and provisions of the respective By-law.	Commissioner of Transportation and Environmental Services, subject to Regional By-law 05-076 and Regional By-law 05- 075

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99.	Railway Occupancy License Agreements with railway companies for the installation and/or maintenance of municipal infrastructure.	Commissioner of Transportation and Environmental Services
100.	Agreements with snowmobile associations and/or clubs pertaining to the installation, operation, maintenance and utilization of snowmobile trails on Regional lands.	Director of Transportation
101.	Agreements pertaining to the charter of Grand River Transit vehicles on a short term basis, provided that: (a) such agreements provide for the payment of the applicable fees prescribed by the then current Regional Fees and Charges By-law.	Director of Transit Services
102.	Agreements pertaining to Grand River Transit bus passes, including but not limited to corporate passes and UPasses, provided that: (a) such agreements provide for the payment of the applicable fees prescribed by the then current Regional Fees and Charges By-law.	Director of Transit Services
103.	Agreements or other documentation to provide for the installation of access and roadway improvements, public or private utility connections from or across municipal roadways to abutting lands, at the sole cost of the owner of the abutting lands, in a Regional Construction Contract for works on Regional Roads, as determined to be reasonably feasible by the Commissioner of Transportation and Environmental Services.	Commissioner of Transportation and Environmental Services
104.	Agreements with Local Municipalities with respect to the operation of water and sewer infrastructure.	Commissioner of Transportation and Environmental Services
105.	Agreements with taxi-cab businesses for the purposes of the MobilityPLUS Program.	Director of Transit Services
106.	Agreements pertaining to the charter of Grand River Transit vehicles on a short term basis, provided that: (b) such agreements provide for the payment of the applicable fees prescribed by the then current Regional Fees and Charges By-law.	Director of Transit Services
Multi-Departmental		
107.	Acknowledgements of the status, term and conditions of any lease under which the Region is a tenant and Notices pursuant to	Commissioner that is responsible for the management of the subject property

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	the <i>Residential Tenancies Act, 2006</i> (Ontario) and the <i>Commercial Tenancies Act</i> (Ontario).	
108.	<p>Agreements or other documentation commonly referred to as “Data Sharing Agreements” for the use, shared use, or exchange of data, information, research or resource materials, photographs, documents, reproductions or historic images, logos, or other types of information, small equipment or material of the Region, or by the Region, provided that:</p> <p>(a) such agreement or other documentation provides for the payment of the applicable fees prescribed by the then current Regional Fees & Charges By-law if the subject matter includes Regional data or other information or material; and</p> <p>(b) should such agreement or other documentation provide for the sharing of information in an electronic format, such agreement or other documentation shall be satisfactory to the Region’s Director of Information Technology Services.</p>	Commissioner or Director of the program or activity to which such agreement or other documentation relates
109.	<p>Agreements, commonly referred to as “consent to enter” agreements, permitting the Region and its employees, agents and/or contractors and their respective employees to enter onto and occupy or use lands or premises of third parties provided that:</p> <p>(a) such agreement is for a term that is of the duration reasonably required in connection with the project, program or activity approved by Council; and</p> <p>(b) any fee or payment under such agreement is determined in consultation with the Region’s Manager, Real Estate Services.</p>	Commissioner that is responsible for the project, program or activity
110.	<p>Agreements, commonly referred to as “consent to enter” agreements, permitting third parties to enter onto and occupy or use Regional lands or premises provided that:</p> <p>(a) such agreement is for a duration of 2 weeks or less; and</p> <p>(b) such agreement provides for the payment of the applicable fees prescribed by the then current Regional Fees & Charges By-law.</p>	Commissioner responsible for the Regional lands or premises that are the subject of such agreement
111.	Facility license or rental agreements for the use of facilities on a short term basis by the	Chief Purchasing Officer or Director of Division

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	<p>Region for purposes such as staff meetings, public meetings, public information centres and open houses, provided that:</p> <p>(a) such agreement is for a duration of 2 weeks or less.</p>	<p>responsible for project, program or activity for which facility use is required.</p>
112.	<p>Facility license or rental agreements for the use of Regional facilities, excluding Regional roads and facilities specifically referred to elsewhere in this Schedule "A", by third parties on a short term basis including but not limited to Regional meeting rooms, council chambers and parking lots, provided that:</p> <p>(a) such agreement is for a duration of 2 weeks or less;</p> <p>(b) the subject facilities are not required for Regional purposes on the dates that are the subject of such agreement; and</p> <p>(c) such agreement provides for the payment of the applicable fee prescribed by the then current Regional Fees & Charges By-law.</p>	<p>Director of Division responsible for management of the lands or facilities to which such agreement pertains</p>
113.	<p>Applications for utility, municipal, provincial or federal permits, licenses, approvals, authorizations, Records of Site Condition, or certificates as required under any legislation or regulation in connection with a project, program or activity approved by Council or any Regional lands or facilities and any agreements or other documentation required in connection with such applications, permits, licenses, approvals, authorizations or certificates.</p>	<p>Commissioner responsible for project, program, activity or operations to which the application relates</p>
114.	<p>Applications to any Federal or Provincial Government department, ministry, agency, fund, or program or to any non-governmental organization or foundation for compensation, funding, subsidies or grants related to any Regional programs, activities, operations or approved capital project, and subsequent submissions, declarations, representations and agreements and any other documentation required in connection with the application or the receipt of funds.</p>	<p>Commissioner responsible for the program, activity, operation or project to which the application relates</p>
115.	<p>Non Disclosure Agreements in relation to the non-disclosure of confidential information by the parties in relation to a matter.</p>	<p>Commissioner responsible for the program, activity, operation or project to which such agreement relates.</p>
Region of Waterloo Community Housing Inc.		
116.	<p>All documents requiring execution by the Region in its capacity as sole shareholder of Region of Waterloo Community Housing Inc.</p>	<p>Regional Chair and Regional Clerk jointly</p>

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	save and except matters considered to be fundamental changes to the corporation as defined by Part XIV of the <i>Ontario Business Corporations Act</i> , which matters shall require approval of Council.	
117.	All agreements or other documents pertaining to the banking arrangements for Region of Waterloo Community Housing Inc., subject to any requirements of its by-laws.	Regional Chair and Chief Financial Officer jointly