



The Corporation of the City of Brampton

# By-law

Number 31 - 2026

To delegate certain powers and duties under the *Municipal Act, 2001*, S.O. 2001 c.25, the *Planning Act*, R.S.O. 1990 c. P. 13 and other Acts, and to repeal By-law 216-2017.

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Whereas a municipality is authorized to delegate its powers and duties under section 23.1 of the *Act*, subject to the restrictions set out in Part II thereof;

And Whereas on October 11, 2017, Council enacted By-law 216-2017 to make various delegations of administrative authority to officers and employees of the municipality;

And Whereas Council wishes to repeal By-law 216-2017 and delegate powers and duties under this By-law;

And Whereas delegations under certain other By-laws including the Purchasing By-law 19-2018, the Traffic and Parking By-law 93-93 and the Sign by-law 399-2002, are not intended to be addressed in this By-law;

Now therefore, the Council of the Corporation hereby ENACTS as follows:

## Part I – Short Title

1. This By-law may be referred to as the “Administrative Authority By-law”.
2. The Delegation of Powers Policy concerning the delegation of powers and duties of this By-law pursuant to section 270 of the *Act* forms part of and provides guidance respecting the operationalization of this By-law.

## Part II – Definitions

3. For the purposes of this By-law:

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

“Approval” includes authority to sign for approval and execute an agreement, contract, release, waiver, application or document intended to bind the Corporation, and includes any renewal, amendment or termination thereof, and “Approve” has a corresponding meaning;

“Approved as to Content” means that the content, substance and material dealt with in the document are approved and are in accordance with authority delegated under this By-law;

“Approved as to Form” means that the document is approved for execution in the correct form, style and procedures of the City in accordance with the authority delegated under this By-law;

“Audit By-Law” means the City’s Audit By-Law 108-2023, as amended or replaced;

“By-law” means this By-law and includes its Schedules;

“CAO” means the City’s Chief Administrative Officer appointed by By-law 264-2021, as amended;

“Chief Building Official” or “CBO” means the City’s Chief Building Official appointed by Council pursuant to By-law 308-2012, as amended;

“Chief Information Officer” or “CIO” means the Director, Information Technology reporting directly to the Commissioner, Corporate Support Services;

“City Solicitor” means the City Solicitor and includes a Deputy City Solicitor or Legal Counsel acting under the direction of the City Solicitor;

“Clerk” means the City Clerk as appointed by By-law 264-2021, as amended;

“Corporation” means The Corporation of the City of Brampton;

“Council” means the elected Council of The Corporation of the City of Brampton;

“Delegation of Powers Policy” means a policy that has been approved by Council in accordance with section 270(1)6 of the *Act*;

“Department” means a Department with an appointed Commissioner or officer as the Department Head and includes the General Manager and Fire Chief;

“Department Head” means the Commissioner or head of an operating Department;

“Director” means head of a Division reporting directly to a Department Head or to the CAO and also includes the CIO and City Solicitor sitting as the head of Legal Services but not a Deputy Solicitor or Legal Counsel;

“Division” means part of a Department whose Department Head reports directly to the CAO;

“Documents Execution By-Law” means By-Law to Authorize and Govern the Execution of Documents – “By-Law 257-2020”, as amended;

“Execute” has the meaning set out in the Documents Execution By-Law and “Execute” includes execution by electronic signature pursuant to the Electronic Commerce Act and the Documents Execution By-Law;

“Fire Chief” means the City’s Fire Chief appointed by Council pursuant to By-law 264-2021;

“General Manager” means the General Manager of Transit appointed by the CAO;

“Legal Proceeding” means any court or administrative tribunal proceeding commenced by, or against the City;

“Purchasing Agent” means the Purchasing Agent defined in the Purchasing By-law;

“Purchasing By-Law” means the City’s Purchasing By-law 19-2018, as amended or replaced;

“Restricted Acts Period” means the period of time after nomination day but before voting day when Council’s powers are limited pursuant to section 275(1) of the *Act*;

“Treasurer” means the Treasurer of the Corporation appointed by Council pursuant to By-law 264-2021 and includes the Deputy Treasurer in accordance with 286(2) of the *Act*;

“Usual Operations” means the activities and administrative decision making required as part of the day-to-day operations of the Department in the ordinary course of business, which are not legislative or quasi-judicial in nature, as set out in Delegation of Powers Policy and as may be further defined by City’s policies.

Part III – Nature and Scope of Delegation of Powers and Duties

4. Council delegates the powers and duties set out in the attached Schedule "A" to those officers, employees, committees or tribunals listed therein and subject to any limitations specified therein.

5. Notwithstanding the foregoing, Council retains the authority to make or reconsider, at any time and without notice, revoke any delegated power that has been delegated pursuant to this By-law.

6. Any delegation to a Department Head shall be deemed to include the CAO.

7. Any delegation to a Director of a division reporting directly to the CAO shall be deemed to include the CAO.

8. Any delegation to a Director of a Division, excluding the City Solicitor, shall be deemed to include the Department Head of the applicable Division.

9. Where this By-law has delegated power to a Department Head or Director, if the Department Head or Director has in writing designated a Director or Senior Manager to serve as Acting Department Head or Acting Director or where an Acting Department Head has been appointed by Council, in the absence of the Department Head or Director, the Acting Department Head or Acting Director, as the case may be, may exercise the delegated power or duty.

10. Except as otherwise required by law, should any position identified in this By-law with delegated powers or duty be vacant or no longer exist within the Corporation, the powers and duties of that position may be exercised by a person deemed to have authority in accordance with paragraphs 6, 7 and 8 above, until such time as the position is either no longer vacant, or a new delegation for the corresponding delegated power or duty is approved.

11. Where the exercise of a delegated power or duty requires the expenditure of money or subjects the Corporation to a potential financial loss or obligation, funding for the expenditure or provision for the potential loss or obligation must be included in an approved budget and all relevant requirements of Purchasing By-law, as amended, shall be followed as a condition to the exercise of the delegated authority;

12. This By-law does not apply to the settlement of any claim or Legal Proceeding that includes an allegation against a Member of Council, CAO or a Department Head, including allegations of sexual misconduct, the Approval of which shall be made by Council.

#### Part IV - General

13. A document executed under authority delegated by this By-law shall first be Approved as to Content by the Department Head, Director or delegate, and Approved as to Form by the City Solicitor, provided that such approvals may be signified by signature or initials inserted by any electronic means;

14. In the event of any inconsistency between this By-law or any other City By-law, the more restrictive provision shall prevail to the extent of the inconsistency.

15. It is the opinion of Council that any of the legislative powers delegated pursuant to this By-law are of a minor nature within the meaning of subsection 23.2(4) of the Act.

16. Any reference to legislation, regulations or By-laws in this By-law shall be interpreted to include all amendments and any successor legislation thereof.

17. Throughout this By-law (i) the term "including" or the phrases "e.g.," or "for example" shall be interpreted to mean "including, without limitation", (ii) the singular includes the plural and vice-versa and (iii) any gender includes the other gender, unless the context requires otherwise.

18. Notwithstanding the provisions of the Purchasing By-law, the delegated authority limitations in connection with Real Estate acquisition activities shall be in accordance with Schedule "A" of this By-law.

19. Dollar amounts for Real Estate Services in Schedule "A" hereto shall be adjusted for inflation annually on January 1 in accordance with the change in the Consumer Price Index, Toronto.

20. If a court of competent jurisdiction declares any provision, or any part of a provision, of this By-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this By-law, that each and every other provision of this By-law authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.

21. Unless otherwise specified, all delegated authority set out in Schedule "A" and exercised shall be reported on an annual basis to Council, or a Committee of the Council, by the Commissioner described as responsible for the delegated authority.

Part V – Repeal and Effective Date

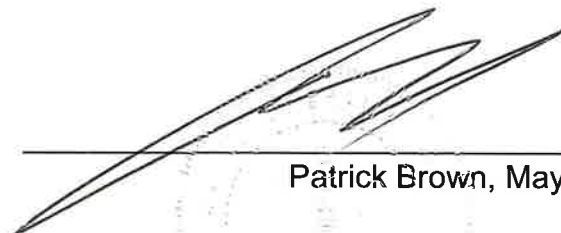
22. By-law 216-2017, as amended, is hereby repealed;

23. This By-law is effective on the date of its enactment.

Enacted and passed this 25<sup>th</sup> day of February, 2026.

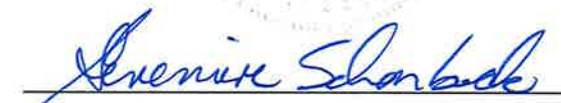
Approved as to form. 2026/01/26 SDSR
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Approved as to content. 2026/02/19 G. Scharback
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Patrick Brown, Mayor



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Genevieve Scharback, City Clerk

Schedule A – Administrative Authority By-law

#	Delegation	Delegate	Limitation
<b>CAO Office</b>			
<b>Chief Administrative Officer</b>			
1	Execute agreements and other documents related to the general control and management of the affairs of the City for the purpose of ensuring its efficient and effective operation in the exercise of authority under section 229 of the Act	CAO	Total value of \$1,000,000 or less
2	Develop, approve, amend, cancel, replace and implement administrative policies, procedures and practices in the exercise of authority under section 229 of the Act	CAO	
<b>Clerk</b>			
3	Designate an event as an event of municipal significance for the purposes of prescribing it as a special event occasion where an application has been made pursuant to subsection 16(1) of the <i>Liquor Licence and Control Act, 2019 S.O. 2019, c. 15</i>	Clerk	Applicable where Council is not scheduled to meet within two (2) weeks from the date a request is received and no objection is identified upon the application being circulated to the Mayor, appropriate Ward Councillor(s) and City staff
4	Approval of a temporary outdoor physical extension of a premises which is located in the municipality and to which a liquor sales licence applies pursuant to Section 153.1 of Ontario Regulation 746/21 under the <i>Liquor Licence and Control Act, 2019, S.O. 2019, c. 15</i>	Clerk	Approval may be subject to any specific conditions as established by Council from time to time
5	Powers and duties of the Head for the purposes of the <i>Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56</i>	Clerk	

Director or Manager			
6	Execute agreements, and other documents related to the Usual Operations of the Department	Director	Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value)
7	Execute grant agreements with eligible participants for provincial grant funding	Director, Economic Development and International Relations	Authorized in accordance with a grant program by Grants Committee
8	Execute sponsorship agreements	(a) Manager in the Responsible Department  (b) Director in responsible Department;  (c) Director, Economic Development and International Relations	Total value is:  (a) \$5,000 or less;  (b) \$50,000 or less;  (c) \$100,000 or less  Does not include naming rights agreement
9	To approve and execute on behalf of the City of Brampton Location Agreements permitting film production on or within City Property, facilities and vacant land	(a) Senior Manager, Economic Development & International Relations  (b) Director, Economic Development & International Relations	(a) Location Agreements in a form of City standard template  (b) Location Agreements, and with revisions to City standard template
10	Execute Interment Rights Certificates	Manager (as defined in the Cemeteries By-law)	
11	Execute agreements for cemetery supplies or services on behalf of the City or documents required to be filed under the <i>Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33</i>	Manager (as defined in the Cemeteries By-law)	Manager must be licensed by the Bereavement Authority of Ontario to sell supplies and services
12	Authorize amendments to the Schedule to the Audit By-Law, containing Committee Terms of Reference and Internal Audit Charter By-law to make required Schedule updates as set out in the Institute of Internal Auditors ("IIA") Standards, with regular reporting to the	Director, Internal Audit	Subject to approval by Audit Committee

	Audit Committee on any changes made to the By-law Schedule		
<b>Fire and Emergency Services</b>			
13	Execute connection agreements to the Corporation's central fire alarm panel	Fire Chief or Deputy Fire Chief	Total contract value is \$100,000 or less
14	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project.	Fire Chief	Capital project approved by Council through the budget process or other means (for clarity, excludes agreements for Acquisition, as defined in Part VI)
15	Execute agreements, and other documents related to the Usual Operations of the Department	Fire Chief	Total contract value is \$500,000 or less. Excludes non-disclosure agreements related to hazardous or dangerous materials and substances
16	Activate an emergency plan and implement the municipal emergency control group notification	Community Emergency Management Coordinator	Decision made in accordance with City Emergency Plan Mayor and CAO are advised as soon as possible
<b>Transit Services</b>			
17	Execute agreements, and other documents related to the Usual Operations of the Department	(a) Director, Transit Development; Director, Transit Operations and Maintenance; Director, Transit Services  (b) General Manager	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value)  (b) Total contract value is \$500,000 or less (for clarity, this includes agreements with nominal value)
18	Execute agreements for the primary purpose of improving the integration of transit services or improving connectivity between transit services	General Manager	Agreement must have no negative financial impact on the City and allow the City to terminate the agreement within six (6) months of providing termination notice

19	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project	General Manager	Capital project approved by Council through the budget process or other means (for clarity, excludes agreements for Acquisition, as defined in Part VI)
20	Enter into a settlement agreement for the purpose of resolving applications made under the Human Rights Tribunal of Ontario	General Manager	Dollar value is \$100,000 or less and in consultation with the City Solicitor and Human Resources
21	Execute minutes of settlement and contracts arising out of the arbitration of matters under Collective Agreements	General Manager	Consultation with Human Resources as may be required, and the City Solicitor

**Corporate Support Services**

**Commissioner**

22	Execute agreements and other documents related to the Usual Operations of the Department	(a) Director (b) Commissioner	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value) (b) Total contract value is \$500,000 or less (for clarity, this includes agreements with nominal value)
23	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project	Commissioner	Capital project approved by Council through the budget process or other means (for clarity, excludes agreements for Acquisition, as defined in Part VI)
24	Execute agreements with human resources agencies and consultants	Director, Human Resources	Non-application of the Purchasing By-law has been determined by the Purchasing Agent

25	Approve funding and execute funding agreements under the Marquee Festival, Experience Brampton Festival, and Sport Tourism Sponsorship Programs	Director, Strategic Communications, Tourism & Events	For Marquee Festival Program or Experience Brampton Festival: funding and funding agreements from and including 2024 For Sport Tourism Sponsorship Programs: The total value of the individual Sport Tourism funding is \$50,000 or less and funding agreement is with non-profit for charitable organization hosting Sport Tourism Event.
26	Exercise the City's rights and execute any necessary documentation under any funding agreement, including, without limitation those relating to cancellation, suspension or reduction of funds granted and/or termination of a funding agreement and/or recovery of City funds	Director, Strategic Communications, Tourism & Events	Any funding agreement executed pursuant to the Marquee Festival, Experience Brampton Festival, Sport Tourism Sponsorship Programs.
27	To approve and execute on behalf of the City of Brampton any required agreements and other documents deemed necessary for the implementation of corporate events, including artist agreements and all other related agreements	Director, Strategic Communications, Tourism & Events	Any agreements deemed necessary for the implementation of corporate events
<b>Treasurer</b>			
28	Giving of notice under section 441(2) of the Act	Treasurer	Note: this notice may be given by POA office as notice of fine and due date
29	Execute agreements with municipalities in order to add any part of a fine that is in default to the tax rolls in accordance with section 441.1 of the Act.	Treasurer	
30	Execute agreements and other documents under <i>Development Charges Act, 1997, S.O. 1997, c.</i>	Treasurer	Total value equivalent to the development charges payable, including all applicable interest.

	27, as amended, including s. 27, s. 26.1 and s. 4.1 agreements		In consultation with Commissioner of Planning, Building and Growth Management
31	Execute transfer payment agreements with the Province	Treasurer	
32	Execute grant applications on behalf of the Corporation, and all contribution and other agreements related to any approved grant application	Treasurer and applicable Department Head	
33	Execute forms by which the Corporation's claims for damages against other parties and their insurers are released	Treasurer and Manager, Risk and Insurance	Upon consultation with the City Solicitor
34	Mediate and settle proceedings at the Assessment Review Board (ARB) with respect to property assessment, taxation and payments-in-lieu of taxes	Treasurer; Manager, Taxation & Assessment; Supervisor, Tax Policy & Assessment; Analyst, Assessment Review	Subject to approval by: a) Senior Manager, Revenue where the Current Value Assessment (CVA) is \$25,000,000 or less; or  b) Treasurer where the CVA is over \$25,000,000
35	Execute minutes of settlement arising out of tax appeals and assessment appeals at the ARB that, in the opinion of the signing officer, are in the best interests of the City.	Treasurer; Senior Manager, Revenue; Manager, Taxation & Assessment; Supervisor, Tax Policy & Assessment	Subject to approval by Treasurer
36	Powers and duties of the Treasurer with respect to the collection of taxes	Treasurer; Senior Manager, Revenue; Manager, Corporate Collections	
37	File complaints to the ARB relating to the assessment or request of reconsideration of assessment, where it is appropriate, in order to safeguard the City's appeal or complaint rights pursuant to the <i>Assessment Act</i> , R.S.O. 1990, c.	Treasurer; Manager, Taxation & Assessment; Supervisor, Tax Policy & Assessment; Analyst, Assessment Review	Subject to approval by Treasurer

	A.31		
38	Cancellation of Penalty and Interest added to taxes due to a City administrative error	Treasurer; Senior Manager, Revenue; Manager, Taxation & Assessment; Supervisor, Tax Policy & Assessment; Supervisor, Tax Services	<p>a) Supervisor, Tax Policy &amp; Assessment or Supervisor, Tax Services only where the Penalty and Interest total \$10,000 or less</p> <p>b) Senior Manager, Revenue, Manager, Taxation and Assessment where the Penalty and Interest total \$25,000 or less; or</p> <p>c) Treasurer where the Penalty and Interest total over \$25,000</p>
39	Settle claims within the existing insurance deductible as follows: (a) up to \$100,000 – any delegated staff; (b) for amounts over \$100,000 up to \$500,000 - any two of the delegated staff; and (c) for amounts over \$500,000 up to \$1,000,000 - any two of the delegated staff and the CAO	Manager, Risk and Insurance; Treasurer; applicable Department Head; CAO	<p>Consult with Legal Counsel as required</p> <p>Provide an annual report to Council on insurance claims</p>
40	Determine whether new development has advanced to the stage where environmental insurance is no longer required	Treasurer	Subject to consultation with Insurance and Risk Management Division and the Engineering Services Division of Public Works and Engineering Department
41	Execute commodity price hedging agreements	Treasurer and Purchasing Agent	Subject to Commodity Price Hedging Policy
42	Execute extension agreements extending the period of time in which the cancellation price is to be paid in municipal tax sales proceedings	Treasurer: Senior Manager Revenue: Manager, Corporate Collections	Subject to the restricted period set out in the <i>Municipal Act, 2001</i>
43	Collect and enforce fines in accordance with the Memorandum of Understanding executed by the City pursuant to Part X of the	Treasurer; Manager, Corporate Collections; City Solicitor	

	<i>Provincial Offences Act, R.S.O. 1990, c. P.33</i>		
44	Write-off of uncollectable <i>Provincial Offences Act</i> Fines, costs and fees, when all collection efforts have been exhausted or when unable to enforce	Treasurer; Manager, Court Administration; Manager, Corporate Collections; Supervisor, Court Administration	Balance up to \$25,000 subject to the limit and authority set out in the Council Policy <i>Provincial Offences Act</i> Fines Collection and Write-Off
45	Write-off of accounts receivable, interest, administration fees when uncollectable or added due to a City administrative error.	Treasurer; Manager, Corporate Collections	Balance up to \$25,000 subject to the limit and authority set out in the Council Policy Accounts Receivable and Collection
<b>Chief Information Officer</b>			
46	Execute agreements, and other documents related to the Usual Operations of the Department	(a) Director (b) Chief Information Officer	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements for nominal value) (b) Total contract value is \$250,000 or less (for clarity, this includes agreements for nominal value)
<b>City Solicitor</b>			
	Unless provided otherwise below, the City Solicitor shall receive instructions from the Department Head, Director or their respective designate responsible for the program, operation or project to which the matter relates in regard to the operation of authority delegated to the City Solicitor in accordance with the delegations below.		
47	Accept service of any legal document on behalf of the City	City Solicitor	
48	Execute any agreement or other legal document on behalf of the City that is necessary to protect the Corporation's interests	City Solicitor	Instructions of Council are sought as soon as practicable thereafter
49	Retain external legal counsel to assist in legal matters as City Solicitor considers necessary to protect the Corporation	City Solicitor	Instructions from Department Head, Director or their respective designate is not required if the cost per retainer is less than \$100,000

			Approval of the Treasurer and CAO where the cost is \$100,000 or more per retainer
50	Retain any expert or other person to assist in an actual or potential action or other legal proceeding	City Solicitor	With approval by the applicable Department Head up to \$100,000
51	Retain any expert or other person to assist in an acquisition or disposition of any City land or other City property	City Solicitor	With approval by the applicable Department Head up to \$100,000
52	Execute consents and waivers of notice of applications under the <i>Land Titles Act</i> , R.S.O. 1990, c.L.5, as amended, including s. 118 consents	City Solicitor	For s. 118 consents instructions from Department Head, Director or their respective designate is not required if the matter is of legal nature
53	Execute by electronic means any documents requiring registration that relate to a transaction relating to any real property matter	City Solicitor, or if execution by a lawyer is not required, the following legal staff: Legal Assistant; Development Coordinator; and Law Clerk acting under the direction of the City Solicitor	Transaction has been authorized by Council or pursuant to authority delegated by Council
54	Approve document registration agreements	Legal Assistant(s); Development Coordinator; and Law Clerk acting under the direction of the City Solicitor	
55	Commence any legal proceeding or step in a legal proceeding, including an application for leave to appeal and an appeal(s), on behalf of the City	City Solicitor	Claims of \$100,000 or less excluding interest and costs
56	Commence any legal proceeding or step in a legal proceeding in Small Claims Court, on behalf of the City	City Solicitor or City Prosecutor or City Paralegal	Claims of \$50,000.00 or less excluding interest and costs  City Prosecutor or City Paralegal with the approval of the City Solicitor

57	Commence any legal proceeding on behalf of the City to ensure that no limitation period or other time restriction expires before instructions of Council can be obtained	City Solicitor	Instructions of Council are sought as soon as practicable thereafter for claims over \$100,000 excluding interest and costs
58	Commence or defend any motion or other interim step in a legal proceeding, including an application for leave to appeal and an appeal(s), in a proceeding commenced by the City, including in respect of any counterclaim, crossclaim or third party claim	City Solicitor or City Prosecutor or City Paralegal, in the appropriate forum	
59	Take all necessary steps to defend any legal proceeding commenced against the City, including an application for leave to appeal and any appeal(s)	City Solicitor or City Prosecutor or City Paralegal, in the appropriate forum	Instructions of Council are sought as soon as practicable thereafter for claims over \$100,000 excluding interest and costs  City Paralegal to obtain approval by City Solicitor
60	Commence any counterclaim, crossclaim or third-party claim as part of the City's defence to any legal proceeding	City Solicitor	Claims of \$100,000 or less excluding interest and costs
61	Commence any counterclaim, crossclaim or third-party claim as part of the City's defence to any legal proceeding	City Prosecutor or City Paralegal	Claims of \$50,000.00 or less excluding interest and costs  City Paralegal to obtain approval by City Solicitor
62	Commence any counterclaim, crossclaim or third-party claim as part of the City's defence to any legal proceeding	City Solicitor	Instructions of Council are sought as soon as practicable thereafter for claims over \$100,000 excluding interest and costs
63	Obtain intervenor status or non-party standing in order to participate in any legal or administrative proceeding in which the City is not already a party	City Solicitor	Instructions of Council are sought as soon as practicable thereafter
64	Take all necessary steps to protect or pursue the rights of the City in	City Solicitor	Claims of \$100,000 or less; and claims over \$100,000 with the

	its capacity as landlord or tenant; and the rights of the City in its capacity as landlord or tenant		approval of applicable Department Head
65	Take all reasonable steps to defend all administrative proceedings commenced against the City	City Solicitor and/or City Prosecutor	
66	Bring or defend a proceeding before the Superior Court of Justice or such other adjudicative bodies as may be necessary to enforce or to restrain a contravention of a City By-law or statute enforced by the City	City Solicitor or City Prosecutor	City Prosecutor: Claims of \$50,000.00 or less excluding interest and costs
67	Negotiate resolutions and execute the necessary documentation including consents, settlement agreements and releases in all administrative and legal proceedings	City Solicitor and/or City Prosecutor	City Solicitor: Dollar value is less than \$1M  City Prosecutor: Dollar value is \$50,000.00 or less
68	Decision not to attend an appeal hearing from a decision of the Committee of Adjustment where an appeal has been filed with the Ontario Land Tribunal (OLT)	City Solicitor	In consultation with the Commissioner, Planning, Building and Growth Management  Where there is a significant inconsistency between the Committee of Adjustment decision and the associated recommendations made by City staff, staff will report to Council for direction regarding participation in the appeal
69	Appeal a Committee of Adjustment decision to the Ontario Land Tribunal (OLT) on the grounds deemed necessary, and take all necessary procedural steps in the best interests of the City	City Solicitor	Where a time restriction would expire before instructions of Council could be obtained provided instructions are obtained as soon as practicable thereafter and the City Solicitor is of the opinion (in consultation with the Commissioner of Planning, Building and Growth Management) that the decision

			of the Committee of Adjustment is contrary to the best interests of the City
70	Negotiate resolutions and execute the necessary documentation including consents, settlement agreements and releases where an appeal from a decision of the Committee of Adjustment has been filed with the Ontario Land Tribunal (OLT) and take all necessary procedural steps in the best interests of the City	City Solicitor	Where the City Solicitor (in consultation with the Commissioner Planning, Building and Growth Management) is of the opinion that it is in the best interests of the City to enter into the settlement agreement
71	Negotiate resolutions and execute the necessary documentation including consents, settlement agreements and releases for disputes pursuant to section 42(10) of the <i>Planning Act</i> , R.S.O. 1990, c. P.13 and take all necessary procedural steps in the best interest of the City	City Solicitor	Up to limit of \$100,000 where the City Solicitor (in consultation with the Commissioner, Community Services) is of the opinion that it is in the best interest of the City to enter into the settlement agreement
72	Negotiate resolutions and execute the necessary documentation including consents, settlement agreements and releases for disputes where an appeal has been filed with the Ontario Land Tribunal pursuant to section 69(3) of the <i>Planning Act</i> and take all necessary procedural steps in the best interests of the City	City Solicitor	Up to \$1 million where the City Solicitor (in consultation with the Commissioner, Planning, Building and Growth Management) is of the opinion that it is in the best interests of the City to enter into the settlement agreement
73	Defend Council's decision at the Ontario Land Tribunal (OLT) for Official Plan Amendments (OPA) and Zoning By-law Amendments (ZBLA) appeals and take all necessary procedural steps in the best interests of the City	City Solicitor	Where Council has made a decision pursuant to the <i>Planning Act</i> , R.S.O. 1990, c. P.13 (" <i>Planning Act</i> ") to approve or refuse an Official Plan Amendment (OPA) or Zoning By-law Amendment (ZBA), unless a new issue arises at the OMB that may change the City's position. Does not apply for appeals of a Council non-decision.

74	Defend decisions of the Commissioner of Planning, Building and Growth Management regarding the approval or refusal of plans of subdivision and site plans at the Ontario Land Tribunal (OLT) and take all necessary procedural steps in the best interests of the City	City Solicitor	In consultation with the Commissioner, Planning, Building and Growth Management
<b>Planning, Building and Growth Management</b>			
Commissioner			
75	Execute agreements and other documents related to the Usual Operations of the Department	(a) Director (b) Commissioner	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value) (b) Total contract value is \$500,000 or less (for clarity, this includes agreements with nominal value)
76	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project	Commissioner	Capital project approved by Council through the budget process or other means (for clarity, excludes agreements for Acquisition as defined in Part VI)
77	Execute agreements made pursuant to clause (c) of subsection 8(3) of the <i>Building Code Act, 1992, S.O. 1992, c.23</i>	Commissioner	
78	Approve condominium descriptions under section 9 of the <i>Condominium Act, 1998, S.O. 1998, c.19</i>	Commissioner	
79	Execute the municipal statement with respect to phased plans of condominiums	Commissioner	
80	Approve applications under the Development Charges Incentive Program of the Central Area Community Improvement Plan (CIP) made under Section 2.3.12 of the Main Street North and Queen Street West Small	Commissioner	Upon consultation with the Treasurer

	Business Stimulus Policies and Section 2.3.13 of the Historic Commercial Core Above-Grade Space Rehabilitation/Reuse Incentive and execute agreements made under sections 28(7) and 28(10) of the <i>Planning Act</i> , R.S.O. 1990, c. P.13		
81	Give notice of intention to use dispute resolution techniques to all appellants and to invite participants to the dispute resolution process	Commissioner and City Solicitor	In accordance with sections 17(26.2), 17(37.3), 22((8.2), 34(11.0.0.2), 34(20.2), 51(49.2) and 53(27.2) of the <i>Planning Act</i>
82	Extend the 180-day non-decision appeal period provided at section 17(40) of the <i>Planning Act</i> , R.S.O. 1990, c. P.13	Commissioner	
83	Approve applications under Sign Permit Fee Subsidy Program of the CIP	Commissioner	
84	Execute Community Improvement Program agreements, including, without limitation, Façade Improvement Program agreements and the Building Improvement Program agreements	Commissioner	In accordance with a Community Improvement Plan approved by Council
85	Execute individual grants valued at less than \$5,000 (inclusive of HST) under the Downtown Façade Improvement Program and the Downtown Building Improvement Program	Director, Downtown Revitalization	Subject to the availability of funds and execution of a Façade Improvement Program agreement or a building improvement program agreement
86	Exercise authority under section 51 of the <i>Planning Act</i> , R.S.O. 1990, c. P.13, including, without limitation, the execution of subdivision agreements required pursuant to section 51 (25)(d) and any document(s) or agreement(s) arising from and/or as may be required to implement the terms and conditions of the subdivision agreement	Commissioner	Provided the Corporation is a prescribed lower-tier municipality for the purposes of section 51(6). Does not apply where a policy decision or a potentially controversial decision is being made

87	Exercise the authority of Council under section 41 of the <i>Planning Act</i> , R.S.O. 1990, c. P.13, including, without limitation, the execution of site plan agreements required pursuant to section 41(7)(c) and any document(s) or other agreement(s) arising from and as may be required to implement the terms and conditions of the site plan agreement	Commissioner	Provided the authority is exercised in accordance with the Corporation's Official Plan
88	Exercise the authority of Council under Section 70.2 and O. Reg. 173/16 of the <i>Planning Act</i> , R.S.O. 1990, c. P.13, including execution of development/community planning permit agreements and any documents required to implement the provisions of a development/community planning permit agreements.	Director, Development Services and Design	Provided the authority is exercised in accordance with the Corporation's Official Plan
89	Execute settlement documentation, in consultation with City Solicitor, in connection with resolution of section 42(10) or 69(3) of the <i>Planning Act</i> , R.S.O. 1990, c. P.13 disputes.	Commissioner	Up to limit of \$100,000
90	Consent to alterations to property designated under Part IV of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18	Commissioner	<p>In accordance with section 33(15) of the <i>Ontario Heritage Act</i></p> <p>For applications when:</p> <ul style="list-style-type: none"> <li>(a) Council has no regular scheduled meetings before expiration of the 90-day period,</li> <li>(b) is an emergency application,</li> <li>(c) is for minor interior alterations to a property's heritage attributes, or</li> <li>(d) is for a minor interior alteration to a private residential property</li> </ul>

			All as further set out in By-law 278-2014
91	Execute a heritage easement agreement under Part V, Section 37(1) of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c. O. 18	Commissioner	Provided the <i>Ontario Heritage Act</i> is complied with, including consultation with the City's Heritage Committee/Board and Council has approved entering into the easement agreement
92	Execute a heritage grant or loan agreement or other related document under section 39, Part IV of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c. O. 18	Director	Provided the <i>Ontario Heritage Act</i> is complied with, including Council has approved such grant or loan
93	Grant permits for the alteration of property designated under Part V of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18	Commissioner	In accordance with section 42(16) of the <i>Ontario Heritage Act</i> ; or  For applications when: (a) Council has no regular scheduled meetings before expiration of the 90 day period, or (b) is an emergency application  All as further set out in By-law 278-2014
94	Exercise the authority of Council under Section 39.2 of the <i>Planning Act</i> , R.S.O. 1990, c. P.13 to approve Zoning By-law Amendments to lift holding "H" symbols and housekeeping by-laws for the purpose of making clerical or other changes to assist in the interpretation of a zoning by-law.	Commissioner	Provided the authority is exercised in accordance with the Corporation's Official Plan.
95	Execute agreements that are required as conditions of a Committee of Adjustment decision.	Commissioner	Provided the Committee of Adjustment decision has not been appealed.
96	Approve and execute a licence agreement, transfer of easement or other such agreement as may be required, at nominal value or such other consideration as may	Commissioner	The licence agreement, transfer of easement or other agreement is required to satisfy a condition of subdivision or site plan approval (as signed by the

	be satisfactory to the Commissioner, for access and/or the construction, maintenance and repair of improvements to City owned lands.		Director of Development Services and Design) or of a Consent to Sever decision or pursuant to a subdivision agreement or site plan agreement or Consent to Sever agreement, or at the discretion of the Commissioner, and any required surplus declaration or waiver thereof has been obtained from Council or delegated authority by Realty Services.
<b>Chief Building Official</b>			
97	The powers and authority under section 41 of the <i>Planning Act</i> , R.S.O. 1990, c. P.13 are delegated where the site plan application is a temporary structure	CBO	Provided it is exercised in accordance with the official plan
98	Execute site plan agreements or documents as required to implement the provisions of the site plan agreement related to a temporary sales office	CBO	
99	Execute shared services agreements, joint undertakings and limiting distance agreements	CBO	
100	Execute agreements made pursuant to clause (c) of subsection 8(3) of the <i>Building Code Act</i> , 1992, S.O. 1992, c.23	CBO, and Manager, Plans and Permits	
101	Issue or refuse to issue a permit to demolish residential property upon application to Council pursuant to section 33(3) of the <i>Planning Act</i> , R.S.O. 1990, c. P.13	CBO	
102	Appoint inspectors pursuant to section 3(2) of the <i>Building Code Act</i> , 1992, S.O. 1992, c.23	CBO	

<b>Public Works and Engineering</b>			
<b>Commissioner</b>			
103	Execute agreements and other documents related to the Usual Operations of the Department	(a) Director  (b) Commissioner	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value)  (b) Total contract value is \$500,000 or less (for clarity, this includes agreements with nominal value)
104	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project	Commissioner	Capital project approved by Council through the budget process or other means (for clarity, excludes agreement for Acquisition, as defined in Part VI)
105	Execute negotiated municipal access agreements and all other documents necessary to give effect to those agreements	Commissioner	
106	Enter into a settlement agreement for the purpose of resolving applications made under the Human Rights Tribunal of Ontario	Commissioner	Dollar value is \$100,000 or less and in consultation with the City Solicitor and Human Resources
107	Execute minutes of settlement and contracts arising out of the arbitration of matters under Collective Agreements	Commissioner	Consultation with Human Resources as may be required, and the City Solicitor
<b>Community Services</b>			
<b>Commissioner</b>			
108	Execute agreements, and other documents related to the Usual Operations of the Department	(a) Director  (b) Commissioner	(a) Total contract value is \$100,000 or less (for clarity, this includes agreements with nominal value)  (b) Total contract value is \$500,000 or less (for

			clarity, this includes agreements with nominal value)
109	Execute agreements and other documents for the purposes of a capital project as required to implement an approved capital project.	Commissioner	Capital project approved by Council through the budget process or other means (for clarity, excludes agreement for Acquisition, as defined in Part VI)
110	Execute grant agreements for community grant funding under the Advance Brampton Fund Program and exercise the City's rights and execute any necessary documentation under any such funding agreement, including, without limitation those relating to cancellation, suspension or reduction of funds granted and/or termination of a funding agreement and/or recovery of City funds	Commissioner	(a) Within a Council approved framework of the Advance Brampton Fund; or  (b) As directed by Council
111	Consent to or refuse applications to repeal designating by-laws, applications to erect, alter or demolish buildings or structure on properties designated in Parts IV and V of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18 and to give notice of intention to designate such properties, upon consultation with the City's Heritage Committee	Commissioner	Applicable only during the Restricted Acts Period
112	Execute performing arts agreements	(a) Manager, Theatres  (b) Director, Cultural Services	(a) Total contract value is \$100,000 or less  (b) Total contract value is more than \$100,000

**Real Estate Services**

For the purposes of this Part VI – Real Estate, the following words have the following meanings:

“Acquisition” means the acquiring without duress by the City of Brampton, of Property, by means of negotiation or gratuitous conveyance, but excluding expropriation, in compliance with applicable

legislation, City policies and standard operating procedures. An agreement to effect an Acquisition may be, but is not limited to, an agreement of purchase and sale for fee simple or a Limited Interest Agreement;

“Community Group Affiliation Policy” means the City of Brampton policy as may exist from time to time with respect to the City’s affiliation with community groups;

“Disposal” means the disposing without duress of Property by means of negotiation or gratuitous conveyance in compliance with applicable legislation, City policies and standard operating procedures. An agreement to effect a Disposal includes, but is not limited to, an agreement of purchase and sale for fee simple, or a Limited Interest Agreement;

“Government Organization” means another municipality, local board or conservation authority as those terms are defined in the *Municipal Affairs Act*, R.S.O 1990, c. M. 46, the Crown, a Crown Corporation, or Crown Agency;

“Limited Interest” – means an interest or rights in Property that is less than fee simple ownership pursuant to which an owner of the limited interest has some specific right(s) to control and/or use the real estate and includes, without limitation, an easement, lease and license;

“Limited Interest Agreement” means an agreement to effect a Limited Interest including, but not limited to, an easement, lease, license, management and operation agreement, encroachment agreement, permission or consent to enter, and joint use agreement. For clarity, a Limited Interest Agreement does not include: (a) a license to use City owned Property in connection with a City construction project, regardless of the amount of consideration (and duration of the Term); (b) a licence or easement granted for access to and/or the construction, maintenance and repair of improvements on City owned Property in connection with a development application whereby such access and/or improvement is required to satisfy a condition for subdivision or site plan approval or for a Consent to Sever decision or a condition in a site plan or subdivision agreement, or a Consent to Sever agreement regardless of the amount of consideration (if any) and duration of Term; (c) Municipal Access agreements; (d) any other form of licence, including without limitation, a permission or consent to enter, the authority for which is delegated under other Parts of this by-law or otherwise by Council, regardless of the amount of consideration (if any) and duration of the Term; or (e) a room or field permit that is booked through the City’s Xplor Recreation system, or any other successor system as the case may be, and which is not administered by the City’s Realty Services Section.

“Occupancy Agreement” means a Limited Interest Agreement for a Limited Interest having a Term which is less than 21 years;

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

“Purchasing By-law” means City of Brampton Purchasing By-law 19-2018 as may be amended, or any successors thereto;

**"Real Estate Activity"** means an action taken to effect the Acquisition or Disposal or Surplus Declaration of Real Property, or the giving of approval in the capacity of landlord, tenant or property owner;

**"Surplus Declaration"** means formal assertion authorized by City by-law or delegated authority that specific Property is not required by the City for present or future needs;

**"Term"** means the period of time a Limited Interest Agreement is in effect, including the initial term and any renewal or extension terms, or the period of time a temporary easement in Property is being conveyed to or by the City;

**"Transaction"** means either an Acquisition or Disposal.

113	Execute closing documents, transfer and any other documents approved by the City Solicitor that are required to complete any Transaction	Department Head	
114	Execute agreements of purchase and sale for fee simple title together with such other documents as may be required in connection with the City's Acquisition of properties for City projects, at fair market value, conditional upon the approval and ratification of the Agreement of Purchase and Sale by Council and the approval of a budget to fund the acquisition costs by Council and on such other terms and conditions as may be acceptable to the Senior Manager, Realty Services	Department Head	
115	Execute agreements of purchase and sale for fee simple title together with such other documents as may be required in connection with the City's Disposal of City owned Property for fair market value, conditional upon the approval and ratification of the Agreement of Purchase and Sale by Council and on such other terms and conditions as may be acceptable to the Senior Manager, Realty Services	Department Head	Disposal is of fee simple or a Limited Interest 21 years or longer and Surplus Declaration has been made or waived by Council or pursuant to delegated authority
116	Waive the requirement for surplus declaration for Property when at least one of the following criteria is met:	Department Head	

	<p>(i) the Property is a permanent easement that is being abandoned;</p> <p>(ii) the Property is a street parcel that is being conveyed to a public authority to effect a change of jurisdiction;</p> <p>(iii) the conveyance is to a Government Organization, is routine and within the scope of usual operations of the City and current market value of the Property is \$93,945.00 or less</p>		
117	Acquire Property at fair market value of \$220,207.00 or less, excluding due diligence costs, with pre-approved capital budget with land acquisition component	<p>(a) Department Head where the Acquisition price is valued at less than \$12,526.00</p> <p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$12,526.00 or more</p>	
118	Acquire Property at fair market value of \$93,945.00 or less, excluding due diligence costs, with no pre-approved capital budget with a land acquisition component	<p>(a) Department Head where the Acquisition price is less than \$12,526.00</p> <p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$12,526.00 or more</p>	
119	Acquire at nominal value and estimated due diligence costs of \$37,578.00 or less in instances	(a) Department Head where the Acquisition price is less than \$12,526.00	

	<p>where one or more of the following criteria applies:</p> <p>(i) Acquisition is by pre-dedication;</p> <p>(ii) Acquisition is from a Government Organization another government; or</p> <p>(iii) If the fair market value of the Property was being paid it would be \$37,578.00 or less</p>	<p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$12,526.00 or more</p>	
120	<p>Declare Property surplus when one or more of the following criteria applies:</p> <p>(i) the fair market value of the Property is \$93,945.00 or less and the surplus declaration was initiated by the City or is a condition of any development approval;</p> <p>(ii) it relates to a condition of any development approval</p> <p>(iii) the Property was acquired with funds from a pre-approved capital budget having a land component, and the Property is excess to the needs of the capital project;</p> <p>(iv) the Property is to be conveyed to a utility or service provider for installation/maintenance of services; or</p> <p>(v) the Property is to be conveyed to a Government Organization</p>	<p>Department Head and City Solicitor</p>	
121	<p>Dispose of Property, at fair market value, when one or more of the following criteria applies:</p>	<p>Department Head</p>	<p>If disposal is of fee simple or a limited interest 21 years or longer, surplus declaration has been made or waived by</p>

	<p>(i) the City initiates the Disposal of fee simple title or Limited Interest for a period of 21 years or more in Property having a fair market value of \$93,945.00 or less to one or more owners of adjacent property; or</p> <p>(ii) the Disposal of Property having a fair market value of \$93,945.00 or less is to a utility or service provider requiring the Property for installation/maintenance of services</p>		Council or pursuant to delegated authority.
122	<p>Dispose of- Property, at less than, fair market value, when one or more of the following criteria applies:</p> <p>(i) the Disposal is to the Region of Peel and in compliance with the Standard Operating Procedure for Inter-Municipal Transactions</p> <p>(ii) the Disposal is of Property having fair market value of \$93,945.00 or less and is to a Government Organization not governed by the Standard Operating Procedure for Inter-Municipal Transactions</p>	Department Head	If disposal is of fee simple or a limited interest 21 years or longer, surplus declaration has been made or waived by Council or pursuant to delegated authority.
123	Execute Occupancy Agreements for consideration at fair market value pertaining to all City-owned Property, facilities or vacant land where the consideration to the City is \$220,207.00 or less over the Term of the Occupancy Agreement	Department Head	
124	Execute Occupancy Agreements for consideration at less than fair market value pertaining to all City-owned Property, facilities or vacant land	Department Head	Occupancy Agreement is in favour of Brampton based not-for-profit or charitable organization and the duration of the Occupancy Agreement and all other terms, including rents, fees and charges payable, have been

			determined in accordance with the City's policies and process for subsidy requests or Council directions.
125	Execute Occupancy Agreements for consideration either at or below fair market value where the consideration payable by the City is \$93,945.00 or less over the term	Department Head (less than \$12,526.00) or Department Head and Treasurer (over \$12,526.00)	
126	<p>Execute encroachment agreements between City and an encroacher in respect of which the encroachment charge is being waived or is otherwise being made for less than fair market value consideration and one or more of the following circumstances apply:</p> <p>(i) the encroachment charge is waived pursuant to By-law 224-2014;</p> <p>(ii) the encroachment does not physically enclose any City owned Property;</p> <p>(iii) conditions of a development approval require the gratuitous conveyance of lands to the City and an agreement from the City permitting an encroachment to be constructed on the same lands or part(s) thereof; or</p> <p>(iv) the encroachment has resulted from the City's Acquisition of Property from the encroacher</p>		
127	Obtain due diligence reports required to effect real estate transactions. Due diligence reports include, but are not limited to: appraisal, negotiations, environmental, survey, audit, and accounting reports	Senior Manager, Realty Services	
128	Give approval in capacity of landlord, tenant, or property owner in	Senior Manager, Realty Services	

	connection with, and including but not limited to: (a) landlord/owner authorization; (b) tenant authorization; (c) estoppel certificates; (d) listing agreement; or (e) assignment of Occupancy Agreements		
129	Give approval in capacity of property owner in connection with: (a) assignment of Agreements of Purchase and Sale; or (b) assignment of Limited Interest agreement	Department Head	
130	To enter into a trust agreement in connection with the purchase of property on behalf of the City.	Commissioner of Legislative Services	For property purchases valued at \$750,000 or more. Trustee to be subject to regulation by the Law Society of Ontario.
<b>Enforcement and By-Law Services</b>			
131	To appoint or rescind the appointment of municipal law enforcement officers for the purposes of enforcing parking on private property contrary to the by-laws of The Corporation of the City of Brampton.	Director	