



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 216 - 2017

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 191-2011.

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 June 22, 2011, Council enacted By-law 191-2011 to consolidate previous delegations of authority to officers, employees, committees or tribunals through various by-laws, and to repeal those by-laws;

AND WHEREAS Council wishes to repeal By-law 191-2011 and delegate powers and duties under this By-law;

AND WHEREAS delegations under certain other By-laws including the Purchasing By-law 310-2015, 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 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;

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

“CAO” means the City’s Chief Administrative Officer appointed by By-law 84-2008;

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

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

“Chief Fire Official” means the City’s Fire Chief appointed by Council pursuant to By-law 84-2008;

“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 84-2008, as amended;

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

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

“Department” means a Department with a Council 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 appointed by Council;

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

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

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

“General Manager” means the General Manager of Transit appointed by Council pursuant to By-law 84-2008, as amended;

“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 310-2015;

“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 84-2008 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.

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 Head or Director has in writing designated a Director or Senior Manager to serve as Acting Department Head or where an Acting Department Head has been appointed by Council, in the absence of the Department Head, the Acting Department Head 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 310-2015, as amended, shall be followed as a condition to the exercise of the delegated authority;

PART IV – GENERAL

12. 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;
13. 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.
14. 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*.
15. Any reference to legislation, regulations or By-laws in this By-law shall be interpreted to include all amendments and any successor legislation thereof.
16. 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.
17. Notwithstanding the provisions of the Purchasing By-law 310-2015, the delegated authority limitations in connection with Real Estate acquisition activities shall be in accordance with Schedule "A" of this By-law.
18. 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.
19. 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.
20. 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

21. By-laws 223-2012, 228-2007 and 191-2011, and any amendments, are hereby repealed;


22. This By-law is effective on the date of its passing.

READ a First, SECOND and THIRD time and PASSED in Open Council this 11th day of October, 2017.

Approved as to
form.
2017/SEP/20
Claire Hicks

Approved as to
content.
2017/SEP/20
Joseph Pittari



Linda Jeffrey, Mayor

Peter Fay, City Clerk

SCHEDULE A – DELEGATION OF POWERS AND DUTIES

#	Delegation	Delegate	Limitation
CAO OFFICE			
Chief Administrative Officer			
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 and implement administrative policies, procedures and practices in the exercise of authority under section 229 of the Act	CAO	
Clerk			
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 19(1) of the <i>Liquor Licence Act</i> , R.S.O. 1990, c. L.19	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	Powers and duties of the Head for the purposes of the <i>Municipal Freedom of Information and Protection of Privacy Act</i> , R.S.O. 1990, M.56	Clerk	
Director			
5	Execute agreements with human resources agencies and consultants	Director, Human Resources	Non-application of the Purchasing By-law 310-2015 has been determined by the Purchasing Agent
6	Execute agreements, and other documents related to the Usual Operations of the Department	Director	Total contract value is \$100,000 or less
7	Execute performing arts agreements and marketing invoices	(a) Artistic Director, Rose Theatre, or (b) Director, EDC	(a) Total contract value is \$10,000 or less (b) Total contract value is more than \$10,000
8	Execute grant agreements with eligible participants for provincial grant funding	Director, EDC	Authorized by Grants Committee
9	Execute grant agreements for community grant funding	Director, EDC	Authorized by Grants Committee Total value is \$2,500 or less
10	Execute sponsorship agreements	(a) Manager in the responsible Department; (b) directors; (c) Director, EDC and applicable Department Head	Total value is: (a) \$5,000 or less; (b) \$50,000 or less; (c) \$100,000 or less Does not include naming rights agreement

#	Delegation	Delegate	Limitation
FIRE AND EMERGENCY SERVICES			
11	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
12	Execute agreements 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
13	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
14	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
TRANSIT SERVICES			
15	Execute agreements, and other documents related to the Usual Operations of the Department	General Manager	Total contract value is \$500,000 or less
16	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
17	Execute agreements 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
18	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
19	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 SERVICES			
Commissioner			
20	Execute agreements and other documents related to the Usual Operations of the Department	Commissioner Corporate Services	Total contract value is \$500,000 or less
21	Execute agreements for the purposes of a capital project as required to implement an approved capital project	Commissioner Corporate Services	Capital project approved by Council through the budget process or other means

#	Delegation	Delegate	Limitation
Treasurer			
22	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
23	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	
24	Execute transfer agreements with the Province	Treasurer	
25	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	
26	Execute forms by which the Corporation's claims for damages against other parties and their insurers are released	Treasurer, Manager, Risk and Insurance	Upon consultation with the City Solicitor
27	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 and Supervisor, Tax Policy and Assessment, Assessment Review Analyst	Subject to approval by: a) Senior Manager, Revenue where the Current Value Assessment (CVA) of 25,000,000 or less; or b) Treasurer where the CVA over 25,000,000
28	Execute minutes of settlement arising out of tax appeals and assessment appeals at the ARB or the Ontario Municipal Board that, in the opinion of the signing officer, are in the best interests of the City.	Treasurer, Senior Manager, Revenue, Manager, Taxation and Assessment and Supervisor, Tax Policy and Assessment	Subject to approval by Treasurer
29	Powers and duties of the Treasurer with respect to the collection of taxes	Treasurer, Senior Manager, Revenue, Manager, Corporate Collections	
30	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. A.31	Treasurer, Manager, Taxation Assessment and Supervisor, Tax Policy and Assessment, Assessment Review Analyst	Subject to approval by Treasurer
31	Settle claims within the existing insurance deductible as follows: (a) less than \$25,000 – any delegated staff; (b) amounts of \$25,000 to \$100,000 - any two of the delegated staff; and (c) for amounts of \$100,000 to \$500,000 - any two of the delegated staff, one of whom must be the Treasurer	Treasurer, Manager, Risk and Insurance; and, Treasurer	Consult with Legal Counsel as required Provide an annual report to Council on insurance claims
32	Determine whether new development has advanced to the stage where environmental insurance is no longer required	Treasurer	Subject to consultation with Risk and the Engineering Services Division of Public Works and Engineering Department

#	Delegation	Delegate	Limitation
33	Execute commodity price hedging agreements	Treasurer and Purchasing Agent	Subject to Commodity Price Hedging Policy
34	Execute extension agreements extending the period of time in which the cancellation price is to be paid in municipal tax sales proceedings	Treasurer, Supervisor, Tax Policy and Assessment	Subject to period of Restricted Acts
35	Collect and enforce fines in accordance with the Memorandum of Understanding executed by the City pursuant to Part X of the POA	Treasurer, Manager, Corporation Collections and City Solicitor	
Chief Information Officer			
36	Execute agreements, and other documents related to the Usual Operations of the Department	Director	Total contract value is \$250,000 or less
City Solicitor			
	The City Solicitor shall receive instructions from the Commissioner or 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.		
37	Accept service of any legal document on behalf of the City	City Solicitor	
38	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
39	Retain external legal counsel to assist in legal matters as City Solicitor considers necessary to protect the Corporation	City Solicitor	With the approval of the Treasurer and CAO where the cost is more than \$100,000
40	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
41	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
42	Execute consents and waivers of notice of applications under the <i>Land Titles Act</i> , R.S.O. 1990, c.L.5	City Solicitor	
43	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
44	Approve document registration agreements	Legal Assistant(s); Development Coordinator; and Law Clerk acting under the direction of the City Solicitor	
45	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
46	Commence any legal proceeding or step in a legal proceeding in Small Claims Court, on behalf of the	City Prosecutor	Claims of \$35,000.00 or less excluding interest

#	Delegation	Delegate	Limitation
	City		and costs
47	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
48	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, in the appropriate forum	
49	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, in the appropriate forum	Instructions of Council are sought as soon as practicable thereafter for claims over \$100,000 excluding interest and costs
50	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
51	Commence any counterclaim, crossclaim or third party claim as part of the City's defence to any legal proceeding	City Prosecutor	Claims of \$25,000.00 or less excluding interest and costs
52	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
53	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
54	Take all necessary steps to protect or pursue the rights of the City in its capacity as landlord or tenant; and the rights of the City in its capacity as landlord or tenant	City Solicitor	Claims of \$100,000 or less and claims over \$100,000 with the approval of the Commissioner
55	Take all reasonable steps to defend all administrative proceedings commenced against the City	City Solicitor and City Prosecutor	
56	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 \$25,000.00 or less excluding interest and costs
57	Negotiate resolutions and execute the necessary documentation including consents, settlement agreements and releases in all administrative and legal proceedings	City Solicitor and City Prosecutor	City Solicitor: Dollar value is less than \$1M City Prosecutor: Dollar value is \$25,000.00 or less
58	Decision not to attend an appeal hearing from a decision of the Committee of Adjustment where an appeal has been filed with the Local Planning Appeal Tribunal (Tribunal) / Ontario Municipal Board (OMB)	City Solicitor	In consultation with the Department Head, Planning and Infrastructure Services Where there is a significant inconsistency between the Committee

#	Delegation	Delegate	Limitation
			of Adjustment decision and the associated recommendations made by City staff, staff will report to Council for direction regarding participation in the appeal
59	Appeal a Committee of Adjustment decision to the Tribunal (OMB), 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 Department Head, Planning and Infrastructure Services) that the decision of the Committee of Adjustment is contrary to the best interests of the City
60	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 Tribunal / OMB and take all necessary procedural steps in the best interests of the City	City Solicitor	Where the City Solicitor (in consultation with the Department Head, Planning and Infrastructure Service) is of the opinion that it is in the best interests of the City to enter into the settlement agreement
61	Defend Council's decision at the Tribunal / OMB 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.
62	Defend decisions of the Commissioner of Planning and Development Services regarding the approval or refusal of plans of subdivision and site plans at the Tribunal (OMB) and take all necessary procedural steps in the best interests of the City	City Solicitor	In consultation with the Commissioner, Planning and Development

#	Delegation	Delegate	Limitation
PLANNING AND DEVELOPMENT SERVICES			
Commissioner			
63	Execute agreements and other documents related to the usual operations of the Department	Commissioner	Total contract value is \$500,000 or less
64	Execute agreements 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
65	Execute agreements made pursuant to clause (c) of subsection 8(3) of the <i>Building Code Act, 1992</i> , S.O. 1992, c.23	Commissioner	
66	Approve condominium descriptions under section 9 of the <i>Condominium Act, 1998</i> , S.O. 1998, c.19	Commissioner	
67	Execute the municipal statement with respect to phased plans of condominiums	Commissioner	
68	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 Business Stimulus Policies and Section 2.3.13 of the Historic Commercial Core Above-Grade Space Rehabilitation/Reuse Incentive	Commissioner	Upon consultation with the Treasurer
69	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>
70	Extend the 180-day non-decision appeal period provided at section 17(40) of the <i>Planning Act</i>	Commissioner	
71	Approve applications under Sign Permit Fee Subsidy Program of the CIP	Commissioner	
72	Execute Façade Improvement Program agreements or the Building Improvement Program agreements	Commissioner	In accordance with the Community Improvement Plan
73	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, Development Services	Subject to the availability of funds and execution of a Façade Improvement Program agreement or a building improvement program agreement
74	Exercise authority under Section 51 of the <i>Planning Act</i>	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
75	Exercise the authority Council under section 41 of the <i>Planning Act</i> , including execution of site plan agreements required pursuant to 41(7)(c) and any documents required to implement the provisions of a site plan agreement	Commissioner	Provided the authority is exercised in accordance with the Corporation's Official Plan

#	Delegation	Delegate	Limitation
76	Consent to alterations to property designated under Part IV property under s.33(15) of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18	Commissioner	Council has no scheduled meeting before expiration of 90 days from receipt, emergency applications, applications for minor interior alterations to a property's heritage attributes, and applications for interior alterations in private residences
77	Grant permits for 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> , R.S.O. 1990, c.O.18 Council has no scheduled meeting before 90 days of expiration from receipt of applications, including emergency applications
Chief Building Official			
78	The powers and authority under section 41 of the <i>Planning Act</i> are delegated where the site plan application is a temporary structure	CBO	Provided it is exercised in accordance with the official plan
79	Execute site plan agreements or documents as required to implement the provisions of the site plan agreement related to a temporary sales office	CBO	
80	Execute shared services agreements, joint undertakings and limiting distance agreements	CBO	
81	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	
82	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>	CBO	
83	Appoint inspectors pursuant to section 3(2) of the <i>Building Code Act</i> , 1992, S.O. 1992, c.23	CBO	
PUBLIC WORKS AND ENGINEERING SERVICES			
Commissioner			
84	Execute agreements and other documents related to the Usual Operations of the Department	Commissioner Public Works and Engineering	Total contract value is \$500,000 or less
85	Execute agreements 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
86	Execute negotiated municipal access agreements and all other documents necessary to give effect to those agreements	Commissioner	
87	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

#	Delegation	Delegate	Limitation
88	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
89	Execute Interment Rights Certificates	Manager (as defined in the Cemeteries By-law)	
90	Execute agreements for cemetery supplies or services on behalf of the City or documents required to be filed under the <i>Funeral, Cremation and Cemetery Services Act, 2002</i> , S.O. 2002, CHAPTER 33	Manager (as defined in the Cemeteries By-law)	Manager must be licensed by the Bereavement Authority of Ontario to sell supplies and services

COMMUNITY SERVICES

Commissioner

91	Execute agreements, and other documents related to the Usual Operations of the Department	Commissioner Community Services	Total contract value is \$500,000 or less
92	Execute agreements 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
93	Execute grant agreements for sports development funding under the Community Grant Program	Director, Recreation Services	Authorized by Grants Committee and total value is less than \$2,500
94	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 Community Services	Applicable only during the Restricted Acts Period

REAL ESTATE SERVICES

Commissioner

	<p>For the purposes of this Part VI – Real Estate, the following words have the following meanings:</p> <p>“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;</p> <p>“Community Group Affiliation Policy” means the City of Brampton policy revised February 3, 2010, or as may subsequently be revised;</p> <p>“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;</p> <p>“Government Organization” means another municipality, local board or conservation authority as those terms are defined in the <i>Municipal Affairs Act</i>, R.S.O 1990, c. M. 46, the Crown, a Crown Corporation, or Crown Agency;</p> <p>“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</p>		
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#	Delegation	Delegate	Limitation
	<p>real estate and includes, without limitation, an easement, lease and license;</p> <p>“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. A Limited Interest Agreement does not include: (a) a license to use Property in connection with a construction project; or (b) a room or field permit that is booked through the City’s CLASS system, or any other successor system as the case may be, and which is not administered by the City’s Realty Services Section.</p> <p>“Occupancy Agreement” means a Limited Interest Agreement for a Limited Interest having a Term which is less than 21 years;</p> <p>“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;</p> <p>“Purchasing By-law” means City of Brampton Purchasing By-law 310-2015 as may be amended, or any successors thereto;</p> <p>“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;</p> <p>“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;</p> <p>“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;</p> <p>“Transaction” means either an Acquisition or Disposal.</p>		
95	Execute closing documents, transfer and any other documents approved by the City Solicitor that are required to complete any Transaction	Department Head	
96	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	Commissioner, Community Services and Treasurer	
97	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, at fair market value, of City owned Property that has been declared surplus, 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	Commissioner, Community Services and Treasurer	
98	<p>Waive the requirement for surplus declaration for Property when at least one of the following criteria is met:</p> <p>(i) the Property is a permanent easement that is being abandoned;</p> <p>(ii) the Property is a street parcel that is being</p>	Department Head	

#	Delegation	Delegate	Limitation
	<p>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 \$75,000 or less</p>		
99	<p>Acquire Property at fair market value of \$175,800 or less, excluding due diligence costs, with pre-approved capital budget with land acquisition component</p>	<p>(a) Department Head where the Acquisition price is valued at less than \$10,000</p> <p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$10,000 or more</p>	
100	<p>Acquire Property at fair market value of \$75,000 or less, excluding due diligence costs, with no pre-approved capital budget with a land acquisition component</p>	<p>(a) Department Head where the Acquisition price is less than \$10,000</p> <p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$10,000 or more</p>	
101	<p>Acquire at nominal value and estimated due diligence costs of \$30,000 or less in instances 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 \$30,000 or less</p>	<p>(a) Department Head where the Acquisition price is less than \$10,000</p> <p>(b) Department Head and the Treasurer where the Acquisition price is valued at \$10,000 or more</p>	
102	<p>Declare Property surplus when one or more of the following criteria applies:</p> <p>(i) the fair market value of the Property is \$75,000 or less and the surplus declaration was initiated by the City or is a condition of any development approval;</p> <p>(ii) 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>(iii) the Property is to be conveyed to a utility or service provider for installation/maintenance of services; or</p> <p>(iv) the Property is to be conveyed to a Government Organization</p>	<p>Department Head and City Solicitor</p>	

#	Delegation	Delegate	Limitation
103	<p>Dispose of surplus Property, at fair market value, when one or more of the following criteria applies:</p> <p>(i) the City initiates the Disposal of fee simple title or Limited Interest for a period of 21 years or more in surplus Property having a fair market value of \$75,000 or less to one or more owners of adjacent property; or</p> <p>(ii) the Disposal of surplus Property having a fair market value of \$75,000 or less is to a utility or service provider requiring the Property for installation/ maintenance of services</p>	Department Head	
104	<p>Dispose of surplus 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 surplus Property having fair market value of \$75,000 or less and is to a Government Organization not governed by the Standard Operating Procedure for Inter-Municipal Transactions</p>	Department Head	
105	<p>Execute Occupancy Agreements for consideration at fair market value pertaining to all City-owned Property or leased facilities and vacant land where the consideration to the City is \$175,800 or less over the Term of the Occupancy Agreement</p>	Department Head	
106	<p>Execute Occupancy Agreements for consideration at less than fair market value pertaining to all City-owned Property or leased facilities and vacant land where the following criteria are met:</p> <p>(i) the Occupancy Agreement is a lease and the tenant has affiliate status according to the City's Community Group Affiliation Policy; and</p> <p>(ii) the rent payable under the lease has been determined in light of the tenant's affiliation status and in accordance with the City's process for rent subsidy requests</p>	Department Head	
107	<p>Execute Occupancy Agreements for consideration either at or below fair market value where the consideration payable by the City is \$75,000 or less over the term</p>	Department Head (less than \$10,000) or Department Head and Treasurer (over \$10,000)	
108	<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</p>		

#	Delegation	Delegate	Limitation
	<p>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>		
109	<p>Obtain due diligence reports required to effect real estate transactions. Due diligence reports include, but are not limited to: appraisal, negotiations, environmental, audit, and accounting reports</p>	<p>Senior Manager, Realty Services</p>	
110	<p>Give approval in capacity of landlord, tenant, or property owner in connection with, and including but not limited to:</p> <p>(a) landlord/owner authorization;</p> <p>(b) tenant authorization;</p> <p>(c) estoppel certificates; or</p> <p>(d) listing agreement</p>	<p>Senior Manager, Realty Services</p>	