

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER XXX-2022

Preamble

A By-law to require the conveyance of land and payment-in-lieu thereof for park or other public recreational purposes.

WHEREAS section 42 of the *Planning Act*, RSO 1990, c P.13, as amended, authorizes local municipalities to pass By-laws requiring that land or payment-in-lieu thereof be conveyed to the local municipality as a condition of development or redevelopment of land;

AND WHEREAS the Council of the Corporation of the City of Vaughan wishes to use this authority to further the acquisition of lands and payment-in-lieu for park and other public recreational purposes;

NOW THEREFORE the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

Section 1 – Definitions and Applicability

1(1) DEFINITIONS

In this By-law:

- a) **“Act”** means the *Planning Act*, RSO 1990, c P.13 as amended.
- b) **“accessory”** means incidental, subordinate, and devoted exclusively to a principal use, building or structure.
- c) **“additional residential unit”** means a self-contained *residential unit* with full kitchen and bathroom facilities within or as an *accessory* to an existing *residential unit* such as a basement apartment or secondary suite.
- d) **“apartment building”** means a residential building, or the residential use portion of a mixed-use building, other than a townhouse containing four or more residential units each of which shall have access to above grade common halls, stairs, elevators, and yards.
- e) **“building”** means a fully enclosed *structure*, whether temporary or permanent, used or erected for shelter, accommodation or enclosure of persons, animals, materials or equipment, but does not include a house trailer or mobile home.
- f) **“building permit”** means a permit issued under the *Building Code Act*, 1992, SO 1992, c 23 which permits the construction of a *building* or *structure*, or which permits the construction of the foundation of a *building* or *structure*.
- g) **“City”** means the Corporation of the City of Vaughan.
- h) **“commercial purpose”** means the use of the land, *structure* or *building* for the purpose of buying and selling commodities or supplying of services as distinguished from such uses as manufacturing or assembling of goods, warehousing and construction.

- i) **“development”** means the construction, erection or placing of one or more *buildings* or *structures* on land or the making of an addition or alteration to a *building* or *structure* that has the effect of substantially increasing the size or useability thereof, or the laying out and establishment of a commercial parking lot.
- j) **“duplex”** means a building comprising, by horizontal division, two residential units, each of which has a separate entrance to grade.
- k) **“gross floor area”** means the aggregate of the floor areas of all storeys of a building measured from the outside of the exterior walls, but excluding any basement, attic, mechanical room, electrical room, elevator shaft, refuse chute, escalators, vehicle and bicycle parking areas, loading areas located above or below grade.
- l) **“multiple unit building”** means where the development consists of multiple residential units within buildings that are not included in the definition of *single detached residential*, or *semi-detached residential*, or *townhouse*. For clarity “multiple unit building” includes *stacked townhouse*, *semi-detached duplex*, *triplex*, *semi-detached triplex*, and *apartment building*.
- m) **“home occupation”** means an occupation permitted in a *residential unit* and which,
 - i. is clearly secondary to the use of the *residential unit*,
 - ii. does not change the external character of the *residential unit*, and
 - iii. does not create or become a public nuisance, with respect to noise, traffic, or parking.
- n) **“industrial purpose”** means the use of land, *building* or *structure* for the construction, warehousing, manufacturing, processing or assembly of materials to finished products or byproducts, including the storage of such materials and products.
- o) **“institutional purpose”** means the use of any land, building or structure by any organization owned or operated for religious, educational, charitable, recreational, or governmental purposes, whether or not supported in whole or in part by public funds.
- p) **“owner”** means the owner of the land to be developed or redeveloped including the person who has made under lawful authority the *development* or *redevelopment* application for which parkland dedication requirements are imposed by this By-law.
- q) **“mixed-use developments”** means a building or structure containing a residential and non-residential use other than a *home occupation*.
- r) **“place of worship”** means gatherings of a religious or faith-based organization for spiritual purposes.
- s) **“privately owned public space”** means open space that is privately owned and maintained but is a publicly accessible space complementing public parks or offering other public programming purposes secured by an easement with the *City*.
- t) **“redevelopment”** means construction, erection or placing of one or more buildings or structures on land where all or part of a building or structure has previously been demolished on such land or changing the use from a residential to non-residential use or from a non-residential to residential use or from one residential use to another form of residential use.

- u) **“residential purpose”** means the use of land, buildings or structures for human habitation.
- v) **“residential unit”** means one or more habitable rooms designed, occupied, or intended to be occupied as living quarters as a self-contained unit and shall, at a minimum, contain sanitary facilities, accommodation for sleeping and a kitchen.
- w) **“semi-detached duplex”** means one of a pair of attached duplexes, each duplex divided vertically from the other by a party wall,
- x) **“semi-detached residential”** means a building divided vertically into two residential units.
- y) **“semi-detached triplex”** means one of a pair of triplexes divided vertically one from the other by a party wall.
- z) **“single detached residential”** means a building consisting of one residential unit that is not attached to another structure above grade.
- aa) **“stacked townhouse”** means a building, other than a townhouse or apartment building, containing at least three residential units, each residential unit being separated from the other vertically and/or horizontally, and each residential unit having an entrance to grade shared with no more than three other units.
- bb) **“structure”** means anything constructed or erected and is fixed to or supported by the ground or attached to another structure that is fixed to or supported by the ground.
- cc) **“strata park”** means City-owned parkland in the form of a publicly accessible open space located on top of structures, including but not limited to parking garages. The strata component of this definition refers to the horizontal delineation of legal ownership as described in the Condominium Act, 1998, SO 1998, c 19.
- dd) **“townhouse”** means a building, up to three storeys in height, situated on a single parcel and part of a row of at least three but no more than six attached residential units.
- ee) **“temporary building or structure”** means a temporary use permitted under a City zoning By-law enacted per section 34 of the Act.
- ff) **“triplex”** means a building comprising three residential units, each of which has a separate entrance to grade.

1(2) This By-law applies to all lands within the corporate limits of the *City*.

Section 2 – Land Dedication Requirement

- 2(1) The *City*'s preference is for dedication by land conveyance. As a condition of *development* or *redevelopment* of lands in the *City*, Council hereby requires that land be conveyed to the *City* for park or other public recreational purposes such that:
- a) In the case of land proposed for *development* or *redevelopment* for a *commercial purpose* or an *industrial purpose*, two percent (2%) of the said lands shall be conveyed.
 - b) In the case of lands proposed for *development* or *redevelopment* for a *residential purpose*, which includes residential portions of a *mixed-use*

development, or other purpose not mentioned in section 2(1)a), five percent (5%) of the lands shall be conveyed.

- c) In the case of a *mixed-use development* or *redevelopment* where the non-residential *gross floor area* represents equal to or less than twenty percent (20%) of the total *gross floor area*, no parkland dedication shall be imposed on the non-residential portion.
 - d) As an alternative to requiring the conveyance provided for in section 2(1)b), in case of lands proposed for *development* or *redevelopment* for a *residential purpose*, the *City* may elect that land be conveyed at a rate of one (1) hectare for each three hundred (300) *residential units* proposed.
- 2(2) Where a single parcel of land is proposed for *development* or *redevelopment* for purposes referred to in both sections 2(1)a) and 2(1)b), the respective parkland dedication rates shall be applied in the same proportion as the *gross floor area* for section 2(1)a) purposes relative to the *gross floor area* for section 2(1)b) purposes.
- 2(3) Notwithstanding any other sections in this By-law and subject to any applicable restrictions provided by the *Act*, the *City* may determine at its discretion,
- a) the location, configuration and encumbrances of land required for conveyance; and
 - b) when payment-in-lieu of land conveyance or a combination of payment and land are acceptable.

Section 3 – Lands Acceptable for Conveyance and Parkland Credits

- 3(1) The *City* requires lands that fully meet the *City's* Official Plan definitions of parklands. Such lands dedicated shall receive full **(100%)** credit towards satisfying the overall parkland dedication requirement for a *development* or *redevelopment*.
- 3(2) The *City* may choose to accept the following lands at a reduced credit rate for a *development* or *redevelopment*:
- a) For land proposed for dedication as a *strata park*, **66%** of the land area not restricted for public use shall be applied as a credit towards satisfying the overall parkland dedication requirement. Acceptance and credit for a *strata park* shall require the *owner* to enter into an agreement with the *City* providing that the *strata park* be,
 - i. designed, built and maintained to *City* standards;
 - ii. open and accessible to the public at all times; and
 - iii. meet any further applicable criteria in the *City's* Official Plan or Secondary Plan.
 - b) For land encumbered by utility corridors or other publicly owned infrastructure, **66%** of the encumbered land area proposed for dedication which does not prohibit public programming shall be applied as a credit towards satisfying the overall parkland dedication requirement. Acceptance and credit for these lands shall require the *owner* to enter into an agreement with the *City* providing that the encumbered land be,
 - i. designed, built and maintained to *City* standards;
 - ii. open and accessible to the public at all times; and
 - iii. meet any further applicable criteria in the *City's* Official Plan or Secondary Plan.

- c) For land proposed as a *privately owned public space*, **33%** of the land area to be subject to a parkland easement shall be applied as a credit towards satisfying the overall parkland dedication requirement. Acceptance and credit for a *privately owned public space* shall require the *owner* to enter into an agreement with the *City* providing that the *privately owned public space* be,
 - i. designed, built and maintained to *City* standards;
 - ii. open and accessible to the public at all times; and
 - iii. meet any further applicable criteria in the *City's* Official Plan or Secondary Plan.

- d) For land proposed for dedication within the Greenbelt or Oak Ridges Moraine, **up to 66%** of the land area proposed for dedication which does not prohibit public programming shall be applied as a credit towards satisfying the overall parkland dedication requirement. Acceptance and credit shall require the *owner* to enter into an agreement with the *City* providing that the land be,
 - i. designed, built and maintained to *City* standards;
 - ii. open and accessible to the public at all times;
 - iii. meet any further applicable criteria in the *City's* Official Plan or Secondary Plan; and
 - iv. meet requirements of the Greenbelt or the Oak Ridges Moraine policies.

3(3) Lands not acceptable for parkland dedication and any credit are the following:

- a) Lands part of the Natural Heritage Network or any associated buffer as defined in the *City's* Official Plan, applicable Secondary Plans, or as identified in an environmental impact study.

- b) Lands susceptible to flooding, poor drainage, erosion issues, extreme slopes and other adverse physical conditions deemed by the *City* to interfere with its use as parkland.

- c) Lands required to accommodate open storm water management facilities.

- d) Lands deemed by the *City* to be contaminated in any way.

- e) Lands that prohibit public programming including sustainability features.

3(4) Where on-site land dedication is not feasible, the *City* may accept off-site land dedication it considers suitable towards meeting the overall parkland dedication requirement for a *development* or *redevelopment*.

Section 4 – Payment-in-Lieu of Parkland Dedication

- 4(1)** The *City's* preference is for dedication by land conveyance. However, the *City* may elect for a payment-in-lieu at its discretion or where no reasonable prospect for land dedication exists which includes, but is not limited to,
- a) where land conveyance would render the remaining portion of the subject lands unsuitable or impractical for *development* or *redevelopment*;

 - b) where the amount of land conveyance does not meet the *City's* Official Plan definitions of parklands; or

 - c) where existing parks and other recreational spaces are available and deemed sufficient by the *City* to accommodate the further *development* or *redevelopment*.

- 4(2)** Calculations of payments-in-lieu shall be net of the value of any land conveyance made towards the overall parkland dedication requirement for a *development* or *redevelopment*.
- 4(3)** Subject to section 4(4), the amount of payment-in-lieu shall be the value of the land otherwise required to be conveyed.
- 4(4)** A payment-in-lieu for a *multiple unit building development* or *redevelopment* shall be the lesser of,
- a)** the value of land using a rate of one hectare for each five hundred (500) *residential units* based on the subject site land value; or
 - b)** a payment calculated by multiplying the number of *residential units* for the *residential purpose* with the applicable unit rate of,
 - i.** **\$11,300** per unit on the day this By-law comes into full force and effect;
 - ii.** **\$15,050** per unit effective March 1, 2023;
 - iii.** **\$20,050** per unit effective March 1, 2024;
 - iv.** **\$27,994** per unit effective March 1, 2025; and
 - v.** subject to a **4.25%** increase on each one-year anniversary after March 1, 2025 without amendment to this By-law.
- 4(5)** Appraisals for determining the value of the land for payment-in-lieu shall,
- a)** be obtained by the *owner* at their sole expense;
 - b)** be conducted by a certified professional appraiser designated as an Accredited Appraiser by the Appraisal Institute of Canada with experience appraising all types of real property;
 - c)** state the criteria used to determine the value presented in the appraisal; and
 - d)** remain valid for a maximum period of one (1) year from the appraisal date.
- 4(6)** The valuation date of land value for payment-in-lieu, including determining what unit rate shall apply under section 4(4)b), shall be the day before the day the required first *building permit* is issued for the *development* or *redevelopment*.

Section 5 – When Additional Parkland Dedication is Required

- 5(1)** No additional land conveyances or payment-in-lieu shall be required for subject lands for which a previous parkland dedication land conveyance or payment-in-lieu was made unless,
- a)** there is an increase in the number of *residential units* (excluding *additional residential units*) that generates additional dedication requirements;
 - b)** there is additional land area added to the *development* or *redevelopment* that generates additional dedication requirements; or
 - c)** land originally proposed for *development* or *redevelopment* for a *commercial purpose* or *industrial purpose* is now proposed for other purposes.
- 5(2)** If additional land or payment-in-lieu is required, the land and payment-in-lieu already given for parkland dedication by the subject lands shall be factored into the determination of the additional contribution.

Section 6 – Exemptions, Payment Deadlines and Other Administration

- 6(1)** This By-law may be referred to as the “Parkland Dedication By-law”.
- 6(2)** Notwithstanding any other sections in this By-law, no parkland dedication is required for the following exempt categories:
- a. *Development or redevelopment as a place of worship.*
 - b. *Development or redevelopment of land, buildings or structures that is a long-term care home as defined by the Long-Term Care Homes Act, 2007, SO 2007, c 8.*
 - c. *Development or redevelopment of land, buildings or structures for affordable housing per the definition in the Provincial Policy Statement issued under section 3 of the Act.*
 - d. *Development or redevelopment of land being undertaken by a not-for-profit organization.*
 - e. *Development or redevelopment of land, buildings or structures owned by and used for the purposes of the City or Corporation of the Region of York.*
 - f. *Development or redevelopment of land, buildings or structures owned by and used for the purposes of a Board of Education, a college, a university or a school as defined in the Education Act, RSO 1990, c E.2.*
 - g. *Development or redevelopment of land, buildings or structures owned and used by the Cortellucci Vaughan Hospital.*
 - h. Replacement of any *building* that is a direct result of destruction due to fire or other cause demonstrably beyond the control of the *owner*, provided that no intensification or change in use is proposed, including but not limited to an increase in total *residential unit* count.
 - i. The enlargement of an existing single detached or semi-detached *residential unit*.
 - j. *Additional residential units* up to a maximum of five units.
 - k. Enlargement of an existing *commercial purpose, industrial purpose or institutional purpose building or structure* where the size of the subject site is unchanged.
 - l. *Temporary buildings or structures.*
- 6(3)** When parkland dedication is required, title to any land and payment-in-lieu shall be received,
- a) according to the specific payment conditions for the *development or redevelopment*, or
 - b) in all other cases prior to the issuance of a *building permit* or, if more than one *building permit* is required, the day before the day the first permit is issued.
- 6(4)** All payment-in-lieu received by the *City* under this By-law shall be remitted into the Parkland Reserve Fund.
- 6(5)** In administering the Parkland Reserve Fund, the *City* shall,
- a) maintain records of all remittances and expenditures from the fund;

- b) invest fund money in securities as permitted by the *Municipal Act, 2001*, SO 2001, c 25 with any earnings returned to the fund; and
 - c) issue publicly available reports on the fund in a frequency and format as prescribed by the *Act*.
- 6(6)** Should any section or part of a section of this By-law be determined by a court or tribunal of competent jurisdiction to be invalid or of no force and effect, that section or part shall be severable and the remainder of this By-law will continue to operate in full force and effect.

Section 7 – Coming Into Force and Transition

- 7(1)** This By-law comes into full force and effect on September 18, 2022 and previous By-laws 139-90, 205-2012, and 007-2018 are repealed on that date.
- 7(2)** This By-law does not frustrate or supersede the terms of any previous written agreement on the conveyance of land or payment-lieu for parkland dedication between an *owner* and the *City*.

Execution

Enacted by City of Vaughan Council this XXth day of June, 2022.

Hon. Maurizio Bevilacqua, Mayor

Todd Coles, City Clerk

Authorized by Item No. ____ of Report No. ____
of the Committee _____
Adopted by Vaughan City Council on
