

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER 144-2018

A By-law to delegate authority regarding certain matters to staff.

WHEREAS section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to certain restrictions;

AND WHEREAS the Council of the Corporation of the City of Vaughan has identified certain routine administrative functions that should be delegated to staff to improve daily business efficiencies;

AND WHEREAS the Council of the Corporation of the City of Vaughan has recognized the need to delegate authority to staff during prescribed periods to ensure the continuity of business and the delivery of uninterrupted customer service;

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

1. THAT the delegation of powers and duties as set out in Schedule "A" to this by-law is hereby approved.
2. THAT this by-law does not repeal or replace any existing or future by-laws that delegate authority to staff.
3. THAT notwithstanding any provision of this By-law, matters identified herein may be referred to Council for consideration.
4. THAT this by-law shall come into force and effect on the date it is passed.

Enacted by City of Vaughan Council this 19th day of June, 2018.

Hon. Maurizio Bevilacqua, Mayor

Todd Coles, City Clerk

Authorized by Item No. 24 of Report No. 21
of the Committee of the Whole
Adopted by Vaughan City Council on
June 19, 2018.

**SCHEDULE “A”
DELEGATED AUTHORITY**

DELEGATED AUTHORITY		DELEGATE	CONDITIONS/RESTRICTIONS	LEGISLATIVE AUTHORITY	DURATION*
BUILDING STANDARDS					
1.	Power to enter into agreements described in Clause 8(3)(c) of the <i>Building Code Act</i> .	Chief Building Official	Legislative requirements under section 8(3) must be satisfied.	<i>Building Code Act, 1992, S.O. 1992, c.23, as amended, section 8(3.1)</i>	At all times.
2.	Power to appoint inspectors.	Chief Building Official	The Chief Building Official must maintain an up to date list of all inspectors appointed. Prior to their appointment, each candidate for appointment must hold the necessary legislated qualifications for the position to which they are to be appointed.	<i>Building Code Act, 1992, S.O. 1992, c.23, as amended, section 3(2)</i> <i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.</i>	At all times.
CITY CLERK					
1.	Execution of confidentiality of data and non-disclosure agreements.	City Clerk	Agreements are to be reviewed by Legal Services Department	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
DEVELOPMENT PLANNING					
1.	The powers of Council under Section 41 of the <i>Planning Act</i> outlined in the City’s Site Plan Control Area By-law 123-2013, as amended, for the following classes of development: -Region of York School Boards, including portables (Note 3, Schedule 1, By-law 123-2013)	Deputy City Manager of Planning and Growth Management	This delegated authority only applies where an application is made under Section 41 of the <i>Planning Act</i> that is not appealed to the Local Planning Appeal Tribunal and conforms to the Official Plan of the Vaughan Planning Area and does not require a Zoning By-law Amendment Application.	<i>Planning Act, R.S.O. 1990, c. P.13, as amended, section 41</i> <i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1, 23.2 (2)</i>	Council Summer Hiatus and Election Period between Council meetings.

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<ul style="list-style-type: none"> -Private Schools -Day Care Centre -Nursing Homes -Senior Citizens (Private) -Private Recreational Facilities -All Office Development -All Hotel Development -All Commercial Development outside the Employment Area -Employment Area Development abutting Arterial Roads and Provincial Highways and any Open Space within Employment Area -Retail / Service Commercial / Retail Warehouse Development -Industrial Development Outside the Employment Area -Single Detached Dwellings located in a Heritage District (Section 6. v) iii), By-law 123-2013) 				

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<p>-Corporate Commercial Re-branding (Note 8, Schedule 1, By-law 123-2013)</p> <p>Notwithstanding the above, any class of development identified for delegation, may be “bumped-up” for approval by Vaughan Council in accordance with Section 6. v) v) of By-law 123-2013</p>				
2.	Deputy City Manager of Planning and Growth Management		<i>Planning Act</i> , R.S.O. 1990, c. P.13, as amended, Subsection 17(40.1)	At all times.
3.	Deputy City Manager of Planning and Growth Management		<i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18	Council Summer Hiatus and Election Period between Council meetings.

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	c. Give notice of intention to designate properties				
ECONOMIC DEVELOPMENT					
1.	Power to execute Community Improvement Plan agreements.	Mayor and City Clerk	The agreements must be in a form satisfactory to the City Solicitor and with content consistent with previous reports satisfactory to the Chief Financial Officer and City Treasurer, Chief Corporate Initiatives and Intergovernmental Relations and the Deputy City Manager, Planning and Growth Management.	<i>Municipal Act, 2001</i> , S.O. 2001, C.25, as amended, section 23.1. Community Improvement Project Areas By-law 176-2015 and CIP By-law 177-2015	Council Summer Hiatus and Election Period between Council Meetings.
2	Approve grant applications and execution of grant agreements for grant sources that stipulate that Council approval is required for such applications or agreements.	City Clerk, CFO & City Treasurer, or City Manager	The terms and conditions of such applications and agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001</i> , S.O. 2001, C.25, as amended, section 23.1.	Council Summer Hiatus and Election Period between Council Meetings.

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LEGAL SERVICES					
1.	Commence any action or other legal proceeding on behalf of the City where the monetary value of the claim is below \$100,000, excluding interest and costs.	City Solicitor	City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of any action or other legal proceeding.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
2.	Where the monetary value of a claim is \$100,000 or more, excluding interest and costs, commence any action or other legal proceeding on behalf of the City to ensure that no limitation period or other time restriction expires before Council instructions can be obtained.	City Solicitor	City Solicitor to obtain instructions of Council as soon as practicable thereafter.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
3.	Take all steps necessary to defend any action or legal proceeding commenced against the City.	City Solicitor	City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of any action or other legal proceeding.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
4.	Commence any counterclaim, crossclaim or third party claim as part of the City's defence to any action or other legal proceeding.	City Solicitor	City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of any action or other legal proceeding.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.

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5.	Retain external counsel, any expert or other person to assist in an actual or potential action or other legal proceeding or to obtain legal advice on behalf of the City.	City Solicitor	The cost of the retainer falls within the approved City budget.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
6.	Accept service of any legal document on behalf of the City.	City Solicitor or City Clerk		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
7.	Obtain standing or participate in any administrative proceeding on behalf of the City.	City Solicitor	City Solicitor to obtain instructions of Council as soon as practicable thereafter.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
8.	Take all necessary steps to protect or pursue the rights of the City in its capacity as an owner, occupier, landlord or tenant of property.	City Solicitor	City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of any action or other legal proceeding.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.
9.	Take all steps deemed necessary to collect debts and outstanding accounts, enforce orders, decisions, awards and judgements made in favour of the City, including the commencement of claims or other legal proceedings.	City Solicitor	City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of any action or other legal proceeding.	Various Acts and Regulations, including the <i>Courts of Justice Act</i> , Rules of Civil Procedure and Small Claims Court Rules.	At all times.
10.	Enter into a settlement with any person or entity on behalf of the City where the monetary amount of the settlement is below \$100,000, inclusive of interest or costs.	City Solicitor	Sufficient funds are available within the approved budget. City Solicitor shall report to Council from time to time on all actions or other legal proceedings involving the City, including a description of any settlement of	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 9, 11 and 23.1</i>	At all times.

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			any action or other legal proceeding.		
11.	Execute any agreement or other legal document on behalf of the City that is necessary to carry out the City Solicitor's authority as set out herein, including releases, receipts, waivers, indemnities, and minutes of settlement.	City Solicitor or City Clerk		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
12.	Support Committee of Adjustment approvals before the Local Planning Appeal Tribunal where City staff have no objections or are in support of the application.	City Solicitor		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
13.	Support Committee of Adjustment refusals before the Local Planning Appeal Tribunal where City staff support the refusal of the application.	City Solicitor		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
14.	Where Committee of Adjustment decisions are contrary to the City staff position, that staff attend before the Local Planning Appeal Tribunal to request conditions, if any, only.	City Solicitor		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
15.	Where a Committee of Adjustment decision does not have significant impacts or broader implications, or where the parties are represented by lawyers and/or planners, that staff only attend before the Local Planning Appeal Tribunal to request conditions, if any.	City Solicitor		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
16.	Where an appeal of a Committee of Adjustment matter results in a revised proposal or a settlement proposal that is supported by the parties and staff or	City Solicitor		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.

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	there are no objections, that the Local Planning Appeal Tribunal be advised that the City supports the revised or settlement proposal.				
17.	Take all steps necessary to respond to appeals filed with the Local Planning Appeal Tribunal in accordance with Council decisions, including the retention of external lawyers and experts, as required, and filing or responding to procedural matters, as deemed necessary.	City Solicitor and Deputy City Manager, Planning and Growth Management		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
18.	Where time does not allow for obtaining Council authority, that all steps necessary to respond to appeals before the Local Planning Appeal Tribunal prior to the expiry of any time restrictions or limitation periods be taken, in accordance with recommendations of the Deputy City Manager, Planning and Growth Management and the City Solicitor.	City Solicitor and Deputy City Manager, Planning and Growth Management	City Solicitor to obtain instructions of Council as soon as practicable thereafter.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, section 23.1.</i>	At all times.
19.	Participate in and/or give notice of intention to use mediation, conciliation or other dispute resolution techniques to all appellants and to invite participants to dispute resolution process as deemed necessary.	City Solicitor and Deputy City Manager, Planning and Growth Management	Subsections 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>	Subsections 17(26.1), 17(37.2), 22(8.1), 34(11.0.0.1), 34(20.1), 51(49.1) and 53(27.1) of the <i>Planning Act</i>	At all times.

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REAL ESTATE					
1.	Approve execution of 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 real property for City projects at fair market value, provided that fair market value is \$100,000 or less.	City Solicitor	Terms and conditions of such agreements and related documents must be acceptable to the Senior Manager, Real Estate and the Deputy City Manager of the relevant department.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	Council Summer Hiatus and Election Period between Council Meetings
2.	Approve execution of 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 or above fair market value, of City-owned real property that has been declared surplus or where the requirement for a surplus declaration has been waived in accordance with this authority.	City Solicitor	Terms and conditions of such agreements and related documents must be acceptable to the Senior Manager, Real Estate and the Deputy City Manager of the relevant department.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	Council Summer Hiatus and Election Period between Council Meetings
3.	Waive the requirement for surplus declaration for real property when the conveyance is (a) to a government organization or a public utility, (b) within the scope of usual operations of the City, (c) at or above current market value, (d) the current fair market value of the real property is \$100,000 or less.	Senior Manager, Real Estate or City Solicitor	Waiver is subject to the approval of the Deputy City Manager of the relevant department.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	Council Summer Hiatus and Election Period between Council Meetings
4.	Waive the requirement for surplus declaration for real property when the conveyance is (a) to a government organization or a public utility, (b) within	City Manager and Deputy City Manager of the		<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	Council Summer Hiatus and Election

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	the scope of usual operations of the City, (c) at or above current market value, and (d) the current fair market value of the real property exceeds \$100,000.	relevant department			Period between Council Meetings
5.	Approve execution of agreements for the acquisition of temporary and permanent easements as required for approved capital projects or other municipal purposes, together with such other documents as may be required in connection with such acquisitions, provided the value of consideration does not exceed \$50,000.	Senior Manager, Real Estate or City Solicitor	Terms and conditions of such agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	At all times.
6.	Approve execution of agreements for the disposition of temporary and permanent easements as required for approved capital projects or other municipal purposes, together with such other documents as may be required in connection with such acquisitions, provided the value of consideration does not exceed \$50,000.	Senior Manager, Real Estate or City Solicitor	Terms and conditions of such agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	At all times.
7.	Approve execution of agreements for the acquisition of temporary and permanent easements as required for approved capital projects or other municipal purposes, together with such other documents as may be required in connection with such acquisitions, provided the value of consideration does not exceed \$100,000.	City Manager	Terms and conditions of such agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	At all times.

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8.	Approve execution of agreements for the disposition of temporary and permanent easements as required for approved capital projects or other municipal purposes, together with such other documents as may be required in connection with such acquisitions, provided the value of consideration does not exceed \$100,000.	City Manager	Terms and conditions of such agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	At all times.
9.	Approve execution of agreements for the amendment, extension, renewal, and/or revival of leases and licenses on substantially the same terms and conditions of the original agreements.	Senior Manager, Real Estate or City Solicitor	Terms and conditions of such agreements and related documents must be acceptable to the City Solicitor.	<i>Municipal Act, 2001, S.O. 2001, C.25, as amended, sections 23.1 and 270(1)</i>	Council Summer Hiatus and Election Period between Council Meetings

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