

STAFF REPORT:

Planning & Building Services Department



REPORT TO: Planning & Building Committee
DATE: May 3, 2010
REPORT NO.: PL.10.42
SUBJECT: Cash in Lieu of Parkland
PREPARED BY: David Finbow, Director, Planning & Building Services

A. Recommendations

THAT Council receive Staff Report PL.10.42 respecting Cash in Lieu of Parkland;

THAT Council adopt an Interim Policy related to "Cash in Lieu of Parkland – Residential Consents (S. 53 of the PA) reflective of a cash in lieu payment of \$650.00 for each lot to be created"; and,

THAT Council direct Staff to report back on all consents since January 1, 2009 wherein a Provisional Consent has been granted with a condition of cash in lieu of parkland be provided reflective of the appraised value of the land and the financial implications of modifying such conditions to be reflective of the recommended Interim Policy.

B. Background

Council at its meetings of February 8 and April 12, 2010 considered the matter of comprehensive cash in lieu of parkland policy and subsequently adopted the following motion related to two specific provisional consents:

"THAT Council made a determination in the matter of the Vail Consent B24-2009 and Grainger Consent B11-2009 of a cash-in-lieu payment of \$650 each, as an interim measure and note this determination shall not be deemed to be a precedent;

AND THAT Council deems this to be a minor modification to the conditions of Consent."

Planning Services gleaned from Council's discussion that it desired a flat rate for Cash in Lieu of Parkland and that the \$650 cash-in-lieu payment be considered an interim measure (until a flat rate rationalization can be developed). Given that Planning Services continue to process consent applications, it is important that the Council formally endorse an interim measure.

In addition, it is recommended that Town staff report back on other provisional consents wherein the cash in lieu of parkland condition is reflective of the appraised value of the lands so that Council can make a determination as to what action they desire to take on these.

C. The Blue Mountains' Strategic Plan

The recommendation in this Planning Staff Report is consistent and supports the following Strategic Plans Goals:

"1. Managing growth to ensure the ongoing health and prosperity of the community".

D. Budget Impact

To be determined.

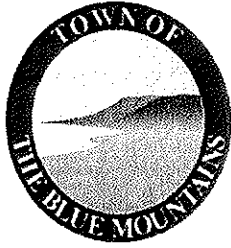
E. Attached

1. PL.10.14.
2. PL.10.28.
3. Council Minutes of April 12, 2010.

Respectfully submitted,

David Finbow, Director, Planning & Building Services
26 Bridge Street – Box 310
Thornbury, ON NOH 2P0
519-599-3131 ext.246
1-888-258-6867
F: 519-599-3018
dfinbow@thebluemountains.ca

STAFF REPORT: PLANNING & BUILDING SERVICES



REPORT TO: Council
MEETING DATE: February 8, 2010
REPORT NO.: PL.10.14
SUBJECT: Cash in Lieu of Parkland
PREPARED BY: David Finbow, Director, Planning & Building Services

A. Recommendations

1. **THAT** Council receive Staff Report PL.10.14 respecting "Cash in Lieu of Parkland";
2. **THAT** Council make a determination with respect to the request from Jack and Naomi Vail related to deleting condition number 2 of Provisional Consent Decision No. B24-2009 (5% cash in lieu of parkland requirement);
3. **THAT** Council make a determination with respect to the 5% cash in lieu of parkland requirement associated with Provisional Consent No. B11-2009 – "Grainger"; and,
4. **THAT** Council make a determination with respect to the Town's Cash in Lieu Policy – specifically Option a, b, c, d or e as identified in this report.

B. Background

1. The Town is in receipt of a letter dated January 18, 2010 from Jack and Naomi Vail (Addendum A) with respect to Consent No. B24-2009. In this letter they raise a number of issues, including the costs of going through the consent process and obtaining an appraisal to determine the value of the land, and specifically requests that Council waive the 5% parkland fee.
2. With respect to the authority to collect cash in lieu of parkland, specifically 5% of the value of the land, same is found at Sections 42, 51.1 and 53(13) of the *Planning Act*.
3. The matter of cash in lieu of parkland, including policies related to technical severances, was considered by the Finance & Administration Committee on August 18, 2009 via Staff Report PL.09.94 (Addendum B).
4. Planning Services currently provide a recommendation to Council to impose the following condition of consent:

That the owner make a cash payment in lieu of parkland in the amount of 5% of the land to be conveyed with such value to be determined as of the day before of the day of approval of the consent by an accredited appraiser (AACI, P.App., CRA) with the Appraisal Institute of Canada.

5. Prior to 2009, Planning Services simply recommended to Council that Council consider imposing a condition of consent requiring "payment of the applicable parkland dedication charges". This payment was implemented by way of the Town's collection of a flat fee of \$500.00 for all consents without regard to the value of the land.
6. With respect to the Vail's request, it is within Council's authority to change or to delete a condition of the consent. If Council is desirous of doing so, it first must determine that the change is minor in nature. This can be done by resolution. If Council determines that it is, no

further notice is required and Council can then delete or change the condition, again by resolution.

7. With respect to the Grainger Provisional Consent, the concerns that he has raised are similar to the ones raised by the Vails. Again, if Council is desirous of changing or deleting a condition of the consent, it first must determine that the change is minor in nature. This can be done by resolution. If Council determines that it is, no further notice is required and Council can then delete or change the condition, again by resolution.
8. From a broader policy perspective, if Council is concerned with respect to the condition currently provide by Planning Services staff to Council related to a consent, Council has many "go forward" options.

Prior to discussing options, it is appropriate to review the issues. Firstly in the instance of a rural consent, the issue appears to be that the conveyed parcel size is not necessarily reflective of the land required to support a new dwelling which is the driver on the Town's park infrastructure. Secondly, the cost of an appraisal especially in light of the fact that in some instances the cost of the appraisal could exceed the cash in lieu payment.

Options:

- a) Status quo.

"That the owner make a cash payment in lieu of parkland in the amount of 5% of the land to be conveyed with such value to be determined as of the day before the day of approval of the consent by an accredited appraiser (AACI, P.App., CRA) with the Appraisal Institute of Canada."

This condition has been found to be problematic for rural consents creating 20 + acres (i.e. 5% cash in lieu payment based on the value of the acreage) along with the cost of an appraisal being approximately \$2,000.00.

- b) Not require as a condition of consent a cash payment in lieu of parkland.

Town staff is not supportive of this direction in as much as the occupants of the newly created parcel would not be contributing financially to "park or other public recreational purposes" notwithstanding they potentially would place a demand on same.

- c) Impose as a condition of consent that the owner make a flat rate payment in lieu of parkland (\$500.00 was previously utilized) provided this amount does not exceed 5% of the value of the conveyed land (\$500.00 would equate to the conveyed land, without regard to the conveyed parcel size, having a value of \$10,000).

Town staff are not supportive of this direction in as much as it is not consistent with our current policy with respect to plans of subdivision, development and redevelopment of land as same are based on the value of the land and not a flat rate.

- d) Impose as a condition of consent that the owner make a cash payment in lieu of parkland of 5% of the land to be conveyed with such value to be determined as of the day before the day of approval of the consent by an accredited appraiser and that the valuation in the instances of rural land (not commercial and/or industrial) located outside of the Town's Service Districts, be assignable to 0.8 hectares of the conveyed parcel.

Town staff support the "0.8 ha approach" in as much as it recognizes the portion of the conveyed parcel that would be occupied by a new dwelling and related amenities that would put demands on the Town's park infrastructure. However, Town staff do note that the public has identified that the requirement for an accredited appraisal to be problematic due the cost (especially where the cost for same, in the instance of a 0.8 ha approach, may exceed the actual cash in lieu payment requirement).

- e) As per d) however the value of the land would be determined pursuant to an assumed value per hectare for rural land (not commercial and/or industrial) located outside of the Town's Service Districts, with same being assignable to 0.8 hectares of the conveyed parcel.

As stated previously, Town staff support the 0.8 ha approach and note that this option would address concerns related to the cost of the appraisal.

With respect to Options e), Town staff inquired of local real estate agents as to the value per acre of rural land located outside of the Town Service Districts which are not commercial and/or industrial. We have been advised that assuming that the land has the ability to support a dwelling (frontage on a public highway, not encumbered by natural features, etc.) that the value per acre could, depending on the attributes of the land (building envelope location, scenic, proximity to Thornbury, etc.), range from as little as \$3,500 per acre to \$25,000 per acre. Based on a 0.8 ha parcel (1.98 acres), the cash in lieu payment required would be as little as \$346.50 ($\$3,500.00 \times 1.98 \times 5\%$) and as high as \$2,475.00 ($\$25,000.00 \times 1.98 \times 5\%$) For Council's information, below is a table that is reflective of cash in lieu payment requirements based on certain land values per acre and the related Cash in Lieu requirements based on 0.8 hectares.

Value per Acre	Cash in Lieu at 5% (Based on 0.8 hectares)
\$3,500/acre	\$346.50
\$5,000/acre	\$495.00
\$7,500/acre	\$742.50
\$10,000/acre	\$990.00
\$12,500/acre	\$1,237.50
\$15,000/acre	\$1,485.00
\$20,000/acre	\$1,980.00
\$25,000/acre	\$2,475.00

If Council desires to proceed with an assumed value per acre for rural land (not commercial and/or industrial) located outside of the Town's Service Districts, with same being assignable to 0.8 hectares of the conveyed parcel, it would be appropriate for Council to identify which "assumed value" they wish to pursue. Town staff note that based on the information that we have been able to compile that a value per acre of less than \$7,500.00 would not necessarily be a true representation of the value of the majority of the land within the rural part of our community.

The above could be utilized in reconciling the Vail and Grainger requests by changing the problematic condition so as require:

"That the owner make a cash payment in lieu of parkland in the amount of \$x."

C. The Blue Mountains' Strategic Plan

"Providing a strong, well managed municipal government."

D. Environmental Impacts

N/A

E. Budget Impact

F. Addendums

- A. Letter dated January 18, 2010 from Jack & Naomi Vail,
- B. Staff Report PL.09.94

Respectfully submitted,



David Finbow
Director, Planning & Building Services

Jack & Naomi Vail
RR 1, Clarksburg, ON N0H 1J0
Tel.: (519) 599-3544

A.

January 18, 2010

Mayor Ellen Anderson & Members of Council
The Blue Mountains
26 Bridge St., PO Box 310
Thornbury, ON N0H 2P0

RECEIVED
JAN 21 2010

Dear Mayor Anderson & Members of Council:

RE: Application for Consent File No. B24-2009
Part Lot 23, Concession 10, Town of The Blue Mountains, PL10.01 SP

We received notification last week that the above Application for Consent has been approved and accepted by Council. We thank you for your approval.

The conditions outlined in the granting of the application are acceptable with the exception of Item #2, "That the owner make a cash payment in lieu of parkland in the amount of 5% of the value of the land to be conveyed with such value to be determined as of the day before the day of approval", etc. In no way do we disagree with the need to have resources for our community to have soccer and baseball facilities, as well as arenas, etc. It is indeed enough to have to pay the "hard costs of Town Wide Development Charges", but the additional "5% of the value of the land to be conveyed", with our current beef farming income is truly not viable at this time in our lives. We have been in the beef farming business for over 55 years, and prices are as low as they were approximately 30 years ago, including setbacks due to the BSE (Mad Cow Disease) in the country as well as more and more government regulations and added costs associated with producing our beef. The land is Specialty Agriculture and will never be developed, and as such, we feel that the 5% that you are requesting for parkland would take away from the economic viability of this agricultural land. Also, it is expensive to go through this proposal process and the added costs associated with obtaining an appraisal and the remaining costs associated with this would be better invested back into the agricultural land which the Town and Government of Ontario is now preserving.

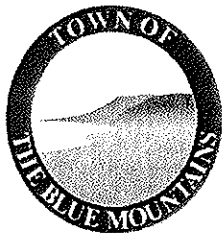
Therefore, we are asking Council to waive the 5% parkland fee in order to be able to sustain the agricultural viability of this property. We look forward to hearing of your decision.

Yours truly,

Jack & Naomi Vail
Mr. & Mrs. Naomi Vail

cc: Planning
Rob Cummings

STAFF REPORT: Planning and Building



REPORT TO: Finance and Administration Committee
MEETING DATE: August 18, 2009
REPORT NO.: PL.09.94
SUBJECT: The Blue Mountains Parkland Dedication Policy
PREPARED BY: Cindy Welsh, MCIP, RPP
Senior Policy Planner

A. Recommendations

1. **THAT Council receive Planning Services Report PL.09.94 "Parkland Dedication Policy";**
2. **THAT Council approve the definition of "technical severance" as outlined in this report;**
3. **THAT Council not require land to be dedicated for park purposes or cash in lieu thereof in accordance with the provisions of the *Planning Act* for "technical severances";**
4. **THAT Council delete the condition related to cash payment in lieu of parkland associated with its Provisional Consent No. B10-2009; and,**
5. **THAT Council deem the change of the condition associated with Provisional Consent No. B10-2009 to be minor in nature and therefore no further notice being required.**

B. Background

Council at its meeting of June 8, 2009 adopted the recommendations contained in Staff Report PL.09.61 respecting Grace United Church, 138 and 140 Bruce Street South, and thereby issued provisional consent and subsequently enacted a Zoning By-law Amendment to rezone the property. A condition associated with the provisional consent requires the owner to make a cash payment in lieu of parkland in the amount of 5% of the value of the land to be conveyed. Grace United Church has now requested that Council reconsider this condition.

In response to the request from Grace United Church, Planning Services Staff conducted a comprehensive review of the provisions of the Planning Act, Provincial Policy Statement, 2005, the Town's Official Plan, By-law No. 2003-31 and our operational policies and have now developed a recommended policy related to

“technical severances” in order to ensure that this request, and subsequent similar requests, are dealt with in a consistent fashion.

PURPOSE OF PARKLAND DEDICATION PROVISIONS

The general purpose of the parkland dedication provisions of the Planning Act must be read in concert with the Public Spaces, Parks and Open Space policy statements found in the Provincial Policy Statement, 2005. These are:

1.5 Public Spaces, Parks and Open Space

1.5.1 Healthy, active communities should be promoted by:

- a. planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, and facilitate pedestrian and non-motorized movement, including but not limited to, walking and cycling;
- b. providing for a full range and equitable distribution of publicly-accessible built and natural settings for *recreation*, including facilities, parklands, open space areas, trails and, where practical, water-based resources;
- c. providing opportunities for public access to shorelines; and
- d. considering the impacts of planning decisions on provincial parks, conservation reserves and conservation areas.

Effectively, the purpose of the parkland dedication provisions contained in the *Planning Act* are to ensure that there is a full range and equitable distribution of publically-accessible settings for recreation in our community to meet our needs.

PROVINCIAL POLICY STATEMENT (“PPS”), 2005

The Provincial Policy Statement (“PPS”) does not speak specifically to parkland dedication however policy 2.3.4.2 indicates the following:

“Lot adjustments in prime agricultural areas may be permitted for *legal or technical reasons*.”

Section 6 of the PPS defines *legal or technical reasons* as follows:

“for the purposes of policy 2.3.4.2, means severances for purposes such as easements, corrections of deeds, quit claims, and minor boundary adjustments, which do not result in the creation of a new lot.”

PARKLAND DEDICATION PROVISIONS – PLANNING ACT

The *Planning Act* gives authority to municipalities to require that land be conveyed to the municipality for park or other public recreational purposes. Generally speaking, the amount to be conveyed is 2% for commercial or industrial purposes and in all other cases 5% (exception for higher density developments at one hectare per 300 dwelling units proposed). The applicable sections are:

1. Section 51.1 As a condition of a plan of subdivision or condominium;
2. Section 53 (13) As a condition of consent; and,
3. Section 42 As a condition of development or redevelopment of land with It being noted that municipalities must pass a by-law which requires the conveyance of land for park or other public recreational purposes to the municipality as a condition of development or redevelopment.

The *Planning Act* allows a municipality to require the payment of cash in lieu of land where land dedication on the site is impractical or the Town can make better use of the money to acquire parkland or improve the capacity of existing parkland elsewhere in the municipality.

When cash-in-lieu is utilized, the cash value is assessed based upon the value of the land as of the day before:

- the day of approval of the Draft Plan; or,
- the day before the day of the granting of Provisional Consent; or,
- the day before the issuance of the building permit in the instance of development or redevelopment of land.

The *Planning Act* indicates that funds provided to municipalities for park or other public recreational purposes are to be spent only for such purposes including land acquisition, erection or repair of buildings and the acquisition of machinery.

THE BLUE MOUNTAINS OFFICIAL PLAN PARKLAND POLICIES

The Town of The Blue Mountains Official Plan provides policy direction related to the provision of open spaces and recreational areas within the Town. Section 6.4.1, Parkland Dedication, indicates that "it is the intent of the Plan to require parkland dedication for all plan of subdivision and condominium development, including lot creation under the consent process". Further, it states that "Council may also pass a by-law to require parkland dedication for all new development or redevelopment". Council may also require cash-in-lieu of parkland dedication.

Policies specifically related to consents are found at Section 9.3. This includes a policy that indicates "The applicant may also be required to enter into one or more agreements, including such things as parkland dedication..."

BY-LAW NO 2003-31 – DEVELOPMENT OR REDEVELOPMENT OF LAND

Council enacted By-law No. 2003-31 on April 7, 2003, pursuant to Section 42(1) of the *Planning Act*, being a by-law to require the conveyance of land for park or other public recreational purposes to the municipality as a condition of development or redevelopment. Section 4 of the By-law outlines categories of uses that are exempt from the requirement for conveyance of land for park or other public recreational purposes:

- 1) lands, buildings or structures owned by and used for the purposes of the municipality and exempt from taxation under section 3 of the Assessment Act, RSO 1990, c.A.31 as amended.
- 2) lands, buildings or structures owned by and used for the purposes of a board as defined in subsection 1(1) of the Education Act, RSO 1990, c.E.2, as amended, and as exempt from taxation under section 3 of the Assessment Act RSO, 1990, c.A.31 as amended.
- 3) buildings or structures used as public hospitals governed by the Public Hospitals Act, RSO 1990, c.P.40, as amended.
- 4) land, buildings or structures used for a place of worship or for the purpose of a cemetery or burial ground and exempt from taxation under the Assessment Act RSO 1990, C.A.31 as amended.
- 5) lands which have been made subject of parkland dedication under Section 51(25) or 53(15) of the Planning Act.
- 6) buildings or structures being replaced at the same size and bulk as a result of demolition or accidental loss.

As Council will note, the above noted exceptions speak to proposals for which there is no additional demand for parkland created by way of development or redevelopment.

SECTION 53 OF THE PLANNING ACT – CHANGE OF CONDITIONS OF PROVISIONAL CONSENT

With respect to Grace United Church's request, it is noted that Section 53 of the Planning Act indicates the following:

Change of conditions

(23) The council or the Minister, as the case may be, may change the conditions of a provisional consent at any time before a consent is given. 1994, c. 23, s. 32.

Notice

(24) If the council or the Minister changes conditions of a provisional consent under subsection (23) after notice has been given under subsection (17), the council or the Minister shall ensure that written notice of the changes containing the information prescribed is given within 15 days to,

- (a) the applicant;

- (b) each person or public body that made a written request to be notified of changes to the conditions;
 - (c) the Minister, with respect to a change of conditions by council, if the Minister has notified the council that he or she wishes to receive a copy of the changes of conditions; and
 - (d) any other person or public body prescribed. 1994, c. 23, s. 32; 1996, c. 4, s. 29 (8).
- (25) Repealed: 1996, c. 4, s. 29 (9).

No notice required

(26) An approval authority is not required to give written notice under subsection (24) if, in the opinion of the approval authority, the change to conditions is minor. 1994, c. 23, s. 32.

SUMMARY & RECOMMENDATIONS

Given that certain consents granted by the approval authority (Council) do not create new demand for additional parkland, Planning Services Staff recommend that:

1. Council adopt the following definition of a “technical severance”
 - i. A consent granted for the purposes such as an easement, corrections of deeds, quit claims and minor boundary adjustments, which do not result in the creation of a new lot.
 - ii. Where one existing land parcel (with two existing buildings) is severed into two new parcels, each with one of the existing buildings on it, and there will be no development or redevelopment of the two parcels as per Section 42 of the *Planning Act*.
2. Council adopt a policy that in the instance of a request for a “technical severance” that the Town not require as a condition of consent the conveyance of land for parkland purposes or cash in lieu thereof.

With respect to the request from Grace United Church, and if Council is supportive of the above recommendations, it would be appropriate for Council as the approval authority, and in accordance with the provisions of Section 53(26) of the *Planning Act*, do the following:

3. Change Condition 2 of its Provisional Consent No. B10-2009 by deleting same.
4. Deem the change of Condition 2 of Provisional Consent No. B10-2009 as being minor and therefore not require notice be provided of same.

C. The Blue Mountains' Strategic Plan

1. Managing growth to ensure the ongoing health and prosperity of the community.

D. Environmental Impacts

This does not appear to generate any significant environmental impacts that can be regulated by the Town.

E. Budget Impact

This will result in no parkland dedication or cash in lieu of parkland being collected by the Town for technical severances.

F. Attachments

Nil.

Submitted by:

Cindy Welsh, MCIP, RPP
Senior Policy Planner
The Blue Mountains
26 Bridge Street E.
Box 310
Thornbury, ON N0H 2P0
Tel: (519) 599-3131, ext. 262
Toll Free: 1-888-258-6867
Fax: (519) 599-3018
E-mail: cwelsh@thebluemountains.ca

David Finbow
Director, Planning & Building
Services/CBO
The Blue Mountains
26 Bridge Street E.
Box 310
Thornbury, ON N0H 2P0
Tel: (519) 599-3131, ext. 246
Toll Free: 1-888-258-6867
Fax: (519) 599-3018
E-mail: dfinbow@thebluemountains.ca

STAFF REPORT: PLANNING & BUILDING SERVICES



REPORT TO: Council
 MEETING DATE: April 12, 2010
 REPORT NO.: PL.10.28
 SUBJECT: Cash in Lieu of Parkland – Residential Consents (S. 53 of PA)
 PREPARED BY: David Finbow, Director, Planning & Building Services

A. Recommendations

1. **THAT** Council receive Staff Report PL.10.28 respecting "Cash in Lieu of Parkland – Residential Consents (S. 53 of PA)";
2. **THAT** Council adopt the Policy entitled "Cash in Lieu of Parkland – Residential Consents (S. 53 of PA)";
3. **THAT** Council make a determination with respect to the request from Jack and Naomi Vail related to deleting condition number 2 of Provisional Consent Decision No. B24-2009 (5% cash in lieu of parkland requirement); and,
4. **THAT** Council make a determination with respect to the 5% cash in lieu of parkland requirement associated with Provisional Consent No. B11-2009 – "Grainger".

B. Background

Council at its meeting of February 8, 2010 considered Staff Report PL.10.14 respecting "Cash in Lieu of Parkland" and adopted the following resolution:

Moved by: Cameron Kennedy Seconded by: John McGee

THAT Report PL.10.14 be tabled for a future Council Meeting until a full complement of Council is present, Carried.

The minutes associated with Council's consideration of this matter are attached as Addendum "A".

Council discussion proved to be beneficial in terms of providing direction on this matter and has allowed Town staff to refine the Draft Policy related to Residential Consents considerably (with it being noted that the reference to Residential Consents includes all consent applications that are not for commercial or industrial purposes). The attached draft policy is reflective of the following principles:

- Cash in lieu of parkland is to be provided at the rate permitted by the *Planning Act* being 5% of the value of the land to be conveyed.
- Addressing consistency (maximum parcel size that the valuation will be calculated on is 0.8 hectares).
- Alleviating concerns related to the costs associated with an appraisal by way of utilizing MPAC Current Value Assessment.
- Establishing a minimum of \$500.00 cash in lieu of parkland payment per lot.
- Entrenching a dispute mechanism by allowing the proponent the option of having an appraisal prepared by an accredited appraiser.

If the Policy is adopted, the formula for calculating parkland would be as follows:

(Value per Acre based on MPAC Current Value) x (# of Acres associated with the newly created parcel, maximum parcel size of 0.8 ha/2 acres) x 5% = Cash in Lieu of Parkland Payment

Examples of Application of Proposed Policy:

1. 0.54 Acre Serviced/Urban Parcel/Proposal to sever land and create two 0.18 acre lots

MPAC 2008 Current Value \$523,000.00

Value per acre = \$968,518.51

Maximum 0.8 ha (1.98 acres) parcel for the purposes of calculating the cash in lieu payment

5% of the value of the land cash in lieu (minimum \$500.00)

$\$968,518.51 \times 0.18 \times 2 \times 5\% = \$17,433.33$ (or, \$8,716.67 per lot)

Cash in Lieu of Parkland Payment = \$8,716.67 per lot

2. 100 Acre Rural Parcel/Proposed 50 Acre Consent

MPAC 2008 Current Value \$385,000.00

Value per acre = \$3,850.00

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment

5% of the value of the land cash in lieu (minimum \$500.00)

$\$3,850.00 \times 1.98 \text{ acres} \times 5\% = \381.15

Cash in Lieu of Parkland Payment = \$500.00 (minimum)

3. 91.85 Acre Rural Parcel/Proposed 25 Acre Consent

MPAC 2008 Current Value \$521,967.00

Value per acre = \$5,682.82

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment

5% of the value of the land cash in lieu (minimum \$500.00)

$\$5,682.82 \times 1.98 \text{ acres} \times 5\% = \562.60

Cash in Lieu of Parkland Payment = \$562.60

4. 0.52 Acre Serviced/Urban Parcel (150' x 150')/Proposed Consent to create a 0.26 acre parcel (75' x 150')

MPAC 2008 Current Value \$275,000

Value per acre = \$528,846.15

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment

5% of the value of the land cash in lieu (minimum \$500.00)

$\$528,846.15 \times 0.26 \times 5\% = \$6,875.00$

Cash in Lieu of Parkland Payment = \$6,875.00

As referenced in Staff Report PL.10.24, there remain two consents (Grainger, Expiry Date July 13, 2010 and Vail, Expiry Date January 11/2011) wherein proponents have requested Council's reconsideration of the condition related to cash in lieu of parkland. It is within Council's authority to change or to delete a condition of the consent. If Council is desirous of doing so, it first must determine that the change is minor in nature. This can be done by resolution. If Council determines that it is, no further notice is required and Council can then delete or change the condition, again by resolution.

The above could be utilized in reconciling the Vail and Grainger requests by adopting the following Resolutions:

1. That Council hereby determines that it desires to change the conditions related to cash in lieu of parkland associated with its Consent Decision Nos. B11/2009 and B24/2009;
2. That Council hereby determines that the proposed changes are minor in nature; and,
3. That Council hereby changes the conditions related to cash in lieu of parkland associated with its Consent Decision Nos. B11/2009 and B24/2009 to:

"That the owner make a cash payment in lieu of parkland in accordance with the provisions of the *Planning Act* and in accordance with Town Policy."

C. The Blue Mountains' Strategic Plan

"Providing a strong, well managed municipal government."

D. Environmental Impacts

N/A

E. Budget Impact

To be determined based on the number and type of consent applications.

F. Addendums

- A. "Cash in Lieu of Parkland – Consent" Policy
- B. Staff Report PL.10.14
- C. Council Minutes of February 8, 2010 – Cash in Lieu of Parkland

Respectfully submitted,

David Finbow
Director, Planning & Building Services



TOWN OF THE BLUE MOUNTAINS

POLICY & PROCEDURES

Subject Title: CASH IN LIEU OF PARKLAND – RESIDENTIAL CONSENTS (SECTION 53 OF THE PLANNING ACT)

Corporate Policy (Approved by Council) X Policy Ref. No.:
Administrative Policy (Approved by CAO) By-law No.:
Department Policy: (Approved by Mgr.) Name of Dept.: Planning & Building Services
Date Approved: Staff Report: PL.10.28 Cash in Lieu of Parkland – Residential Consents (S. 53 of PA)

Policy Statement

The Corporation of the Town of The Blue Mountains will require as a condition of a residential consent pursuant to Section 53 of the Planning Act the provision of 5% of the land for parkland or, at the discretion of the approval authority, a cash payment in lieu of parkland in accordance with this Policy.

Purpose

The purpose of this Policy is to provide direction related to calculating the cash in lieu of parkland required as it relates to a consent pursuant to Section 53 of the Planning Act.

Application

This Policy applies to all consent applications pursuant to Section 53 of the Planning Act.

Definitions

Residential Consent means a consent for other than a commercial or industrial purpose.

Procedures

In the instance of a provisional consent where the approval authority requires that cash in lieu of parkland be provided, the amount of cash to be provided is to be calculated in accordance with the following:

1. The value of the land is to be determined by the latest MPAC Current Value for the lands. If the proponent disagrees with the MPAC Current Value, the proponent may retain the services of an accredited appraiser to develop an appraisal for the property for the Town's consideration.
2. The maximum amount of land to be considered for determining the cash payment in lieu of parkland is 0.8 hectares (1.98 acres).
3. The minimum cash payment in lieu of parkland shall be \$500.00.

The formula for calculating cash in lieu of parkland is as follows:

Value of the land based on MPAC Current Value

X

Area of the land associated with the newly created parcel
(maximum parcel size of 0.8 ha/2 acres)

X

5% =

Cash in Lieu of Parkland Payment
(minimum payable is \$500.00)

Examples:

1. 0.54 Acre Parcel/Proposal to sever land and create two 0.18 acre lots

MPAC 2008 Current Value \$523,000.00

Value per acre = \$968,518.51

Maximum 0.8 ha (1.98 acres) parcel for the purposes of calculating the cash in lieu payment
5% of the value of the land cash in lieu (minimum \$500.00)

$\$968,518.51 \times 0.18 \times 2 \times 5\% = \$17,433.33$ (or, \$8,716.67 per lot)

Cash in Lieu of Parkland Payment = \$8,716.67 per lot

2. 100 Acre Parcel/Proposed 50 Acre Consent

MPAC 2008 Current Value \$385,000.00

Value per acre = \$3,850.00

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment
5% of the value of the land cash in lieu (minimum \$500.00)

$\$3,850.00 \times 1.98 \text{ acres} \times 5\% = \381.15

Cash in Lieu of Parkland Payment = \$500.00

3. 91.85 Acre Parcel/Proposed 25 Acre Consent

MPAC 2008 Current Value \$521,967.00

Value per acre = \$5,682.82

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment
5% of the value of the land cash in lieu (minimum \$500.00)

$\$5,682.82 \times 1.98 \text{ acres} \times 5\% = \562.60

Cash in Lieu of Parkland Payment = \$562.60

4. 0.52 Acre Parcel (150' x 150')/Proposed Consent to create a 0.26 acre parcel (75' x 150')

MPAC 2008 Current Value \$275,000

Value per acre = \$528,846.15

Maximum 0.8 ha (1.98 acres) Parcel for the purposes of calculating the cash in lieu payment
5% of the value of the land cash in lieu (minimum \$500.00)

$\$528,846.15 \times 0.26 \times 5\% = \$6,875.00$

Cash in Lieu of Parkland Payment = \$6,875.00

Exclusions

N/A

References and Related Policies

Section 53(1) of the *Planning Act* authorizes an approval authority to grant a consent if it is "satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the municipality".

Section 53(12) of the *Planning Act* indicates that Section 51.1 applies with necessary modifications to the granting of a provisional consent. 1994, c. 23, s. 32.

Section 51.1 of the *Planning Act* indicates that the approval authority may impose as a condition to the approval of a plan of subdivision that land in an amount not exceeding, in the case of a subdivision proposed for commercial or industrial purposes, 2 per cent and in all other cases 5 per cent of the land included in the plan shall be conveyed to

the local municipality for park or other public recreational purposes or, if the land is not in a municipality, shall be dedicated for park or other public recreational purposes.

Section 53(13) of the *Planning Act* indicates that "on the giving of a provisional consent, land is required to be conveyed to a municipality for park or other public recreational purposes and the council of the municipality requires the payment of money to the value of the land in lieu of the conveyance, for the purpose of determining the amount of the payment, the value of the land shall be determined as of the day before the day the provisional consent was given".

Consequences of Non-Compliance

Not Applicable.

Review Cycle

This policy will be reviewed annually by the Director, Planning & Building Services and, if in the opinion of the Director, Planning & Building Services changes are recommended and/or warranted, a recommendation will be presented to Council for Council's consideration.

THAT Council made a determination in the matter of the Vail Consent B24-2009 and Grainger Consent B11-2009 of a cash-in-lieu payment of \$650 each, as an interim measure and note this determination shall not be deemed to be a precedent;

AND THAT Council deems this to be a minor modification to the conditions of Consent, Carried.