

STAFF REPORT: Planning



REPORT TO: Mayor & Members of Council
MEETING DATE: September 17, 2007
REPORT NO.: PL.07.112
**SUBJECT: Memorandum of Understanding
- Peaks Bay, Delphi / Phoebus,
Smith and Tabone Lees.
Part Lot 25, Concession 5 and 6
Town of The Blue Mountains**
**PREPARED BY: Robert Armstrong, Manager of
Development Services & IS**

A. Recommendations

**THAT Council does receive Planning Staff Report #PL.07.112 , “
Memorandums of Understanding - Peaks Bay, Delphi / Phoebus, Smith and
Tabone Lees” Part Lot 25, Concession 5 and 6, and;**

**THAT Council approve the execution of the Memorandums of
Understanding by the Mayor and Clerk based on the comments contained
in the Staff Report subject to final approval by the Town Solicitor, CAO,
Manager of Development Planning and Director of Finance;**

B. Background

Planning Staff, presented a report to Council on June 5, 2007 which endorsed an Action Plan to address matters of achieving a preferred method of Transportation for the Development of the subject lands, as well as, obtaining access to the Town park. The Action Plan (attached) contained in the report was endorsed by Council.

Since that time Town Staff, together with Peaks Bay, have been able to negotiate principles of an agreement that will be contained in Memorandums of Understanding with both the Smith's and Tabone and Lees.

The basic principle of these agreements is that Peaks Bay will perform various works on their lands with no cost recovery and subject to various construction conditions. The southerly road will be conveyed to the Town, together with an easement for a waterline along the northern portion that would facilitate the works. The Town will prepare the transfer deeds in both cases.

In addition, there are specific exceptions to each case as follows:

- a) Tabone / Lees – When the Town proceeds with the Municipal Act By-law to impose sewer and water capital charges, the two existing cottages will be considered as deferred benefit based on the fact that they cannot physically connect to the municipal systems. Any request to redevelop the lands, including any expansion to the existing buildings, would trigger the lands to be moved to direct benefitting. It being noted that, based on the current zoning, a By-law Amendment would be required to redevelop the lands.
- b) Smith – This agreement would not take effect until such time as Smith receives Conditional Consent for 6 lots on the southerly road without any negative comments being received as part of the Public process. It is noted that this Agreement does not fetter the decision of Council on the consents, which must follow the Planning Act process. Applications have been made and a hearing is scheduled for October 1. Further we do not anticipate any objections on the basis that the proposed lots were part of the overall concept plan for this area as approved by the OMB. In addition, the Town will commit servicing capacity for the six proposed lots on the basis that there is a significant Public Benefit that is desired by the Town.

The other agreement required is the Memorandum of Understanding, between the Developers and the Town, that details the cost sharing of various works including intersection improvements at Peaks Road, works to connect Peaks Bay West and the Neighbourhoods at Delphi development, works connecting and on the Town Park to the east. In addition the agreement includes the phasing requirements required by the Ministry of Transportation.

The following are some specifics of the agreement:

- a) Peaks Road intersection improvements and works on Szekely's land will be completed by the Neighbourhoods with cost sharing based on a per unit basis with Peaks Bay.
- b) Peaks Bay will construct all works to connect to Town Park, as well as the entrance on the Town park.
- c) The Town will pay for the works on the Town Park as it will primarily consist of our entrance to the parking lot. It was confirmed that some funds were contained in the 2007 Budget for the Development of the Town Park and based on cash-in-lieu payments coming from the Peaks Bay Development, funds will be available to cover the Town portion of these costs.
- d) With regard to the works on Peaks Bay land, which facilitates the development of our park by obtaining an entrance, staff are of the opinion that it is appropriate to provide a Development Charge Credit of the recreational component for the 40 lots in the Peaks Bay Development. This constitutes a maximum of \$59,920.

- e) The Town prepared an appraisal to determine the amount of cash-in-lieu of parkland for these lands in accordance the Minutes of Settlement. Based on this appraisal, we determined that the amount of cash-in-lieu would be \$203,250. We also considered the value of the shorefront being dedicated by the proponent (324 metres) in relation to the development proposed both by Peaks Bay and Camperdown and note that the amount of shoreline contribution would exceed the shoreline dedication requirement by more than double that required by the Official Plan for Growth and Settlement. Based on the foregoing, we agreed to support a 50% reduction in the cash-in-lieu of parkland for lands that are being deeded to the Town that will complement our Town Park.

Based on the aforementioned, Planning Staff, together with other applicable Staff and the Town Solicitor are in a position to recommend the execution of the Memorandums of Understanding by Council. It be noted that there may be some minor wording changes to be negotiated between the parties which will require the final review and acceptance by Staff and our Solicitor.

C. The Blue Mountains' Strategic Plan

These changes continue to be consistent with Strategic Plan Goal 1. *Managing growth to ensure the ongoing health and prosperity of the community.*

This proposal is integral to the orderly development of the lands and part of securing access to the Town's Delphi Park.

D. Budget Impact

Contribution for road works on Town Park – Current Estimate \$63,600

E. Attachments

1. Staff Report #PL.07.79
2. Memorandum of Understanding – Smith
3. Memorandum of Understanding – Tabone / Lees
4. Memorandum of Understanding – Developers
5. Composite Plan

Respectfully submitted,

Robert Armstrong MCIP RPP CPT
Manager of Development Planning and IS