

**TOWN OF INGERSOLL
Clerk's Report**

**DEVELOPMENT AGREEMENT
SIFTON PROPERTIES**

Report No. C-172/09
Approval Date: November 9, 2009

Mayor Holbrough & Members of Council:

Purpose:

The purpose of this report is to receive direction from Council regarding the acceptance of parkland dedication in accordance with the Planning Act for Phase 1 of the development located at Clark & Harris.

Discussion:

Phase 1 of the proposed development encompasses the storm water management pond and 54 single family dwellings. A draft development agreement was forwarded to the Director of Engineering, the County of Oxford Public Works, Ron Versteegen, Planner and Sifton Properties. Approval from the County of Oxford and Ron Versteegen has been received. To the best of my knowledge, there are a few issues yet to be resolved being the revision of the engineering drawings and the parkland dedication.

Initially, Sifton Properties proposed that a small portion of the woodlot approximately in the centre of the area be transferred to the Town as their parkland dedication in accordance with the Planning Act. Council opted not to accept this proposal; however, no clear direction was provided to Administration. Council may direct that the agreement require a donation of land and further negotiate the location or accept the cash value earmarked for parkland or other public recreational purposes. I ask that Council consider that the land to be conveyed or the cash-in-lieu value would be minimal due to the value of Phase 1. Would accepting an area that may be of a parkette size serve the community well or should wording in the Development Agreement binding the owner/developer to convey the lands or cash-in-lieu at the time Phase II is being considered be better overall. The Town would be better informed on what further development is being proposed be it residential, commercial or a mix.

There is a risk that the development may be not be developed beyond Phase I or in an orderly fashion. However, should Council agree to proper wording in the agreement to address this matter during the latter phases, there is an opportunity for a substantial area to be conveyed for park or recreational purposes.

The Planning Act and the Conditions for the Draft Plan of Subdivision note that 5% of the land included in the plan be conveyed for parkland or other public recreational purposes or accept in lieu of a conveyance payment of money to the value of the land otherwise required to be conveyed for residential development; however, only 2% is required for commercial/industrial development.

Mr. McLaren and IBI Consulting have been dealing with the deficiencies on the drawings. Correspondence was forwarded along with the draft development agreement requesting Sifton to indicate if they had a further parkland dedication proposal that Council could consider and identified in the development agreement. To date, no counter-proposal has been received. Therefore, I am seeking Council's direction on the parkland issue in order that the Development Agreement may be finalized by this office and forwarded to Sifton Properties for execution.

Council options to consider are:

- a) cash value of the land included in the plan (Phase I)
- b) 5% of the land included in the plan and negotiate the location of the land to be transferred prior to registration of the Agreement (site to be determined).
- c) Wording in the Development Agreement binding the Owner/Developer/Successors to provide the required land/cash for Phase I in a subsequent Development Agreement

RECOMMENDATION:

That the Clerk's Report No. C-170/09 be received and that Administration be directed to include one of the above options in the Development Agreement between the Town and Sifton Properties.

Respectfully submitted
Elaine Clark