

To: City Council

From: Anthony Ambra, P.Eng., Commissioner,
Economic and Development Services Department

Item Number: INFO-25-70

Date: March 19, 2025

Subject: Proposed Columbus Master Parks Agreement

Ward: Ward 1

File: 12-03-1453

1.0 Purpose

The purpose of this Report is to inform City Council of staff's ongoing communication with the Columbus Landowners Group (the "Group") to explore, at the request of the Group, the preparation of a Columbus Master Parks Agreement (the "Agreement") in support of the Columbus Part II Plan. The Group is comprised of a number of different landowners/developers in Columbus.

Attachment 1 is a copy of a letter dated February 3, 2025 from Delta Urban Inc. ("Delta Urban"), a consulting company writing on behalf of the Group, and which provides an overview of the proposed Agreement and the potential benefits to the City.

2.0 Input From Other Sources

The following have been consulted in the preparation of this Report:

- Commissioner, Safety and Facilities Services Department
- City Solicitor

3.0 Analysis

3.1 Background

The Columbus Part II Plan was adopted by City Council on October 2, 2023. It was subsequently approved by the Region of Durham and came into effect on October 16, 2024.

While the Columbus Part II Plan is currently in effect, various policies in the Part II Plan identify areas where additional work needs to be undertaken before development can commence in Columbus, including additional studies (e.g. a Master Environmental Servicing Plan and a Columbus Roads Environmental Assessment). The installation of

Regional servicing (i.e. sewer and water) also needs to be undertaken, together with the development community securing appropriate planning approvals such as Draft Plans of Subdivision and amendments to the Zoning By-law 60-94 as amended (“Zoning By-law Amendments”).

In anticipation of the additional work to be undertaken by the Group in the coming years, and in support of the forthcoming development applications, the Group has reached out to City staff to propose that the City consider entering into an Agreement with the Group, as contemplated by the Columbus Part II Plan.

The City has not previously entered into such an Agreement before. However, it is the Group’s goal to work collaboratively and demonstrate how the Agreement can streamline the parkland dedication process while safeguarding the City’s interests and ensuring the successful implementation of the Columbus Part II Plan and the City’s parkland needs. Ultimately, the Agreement can help to simplify the administrative process for the City and provide certainty for all parties involved in determining parkland dedication.

3.2 Proposed Columbus Parkland Agreement

The Agreement would serve as a framework to establish the planning, dedication, and delivery of parkland in Columbus, ensuring fulfillment of the parkland dedication requirements set out under the Planning Act and the City’s Parkland Dedication By-law 63-2022 (“Parkland Dedication By-law”). It allows for transparency and collaboration and consolidates the parkland obligations for the entire Columbus community into a single agreement, enabling the City and the Group to work together to achieve the parkland-related objectives of the Columbus Part II Plan.

The Agreement would be entered into by the City of Oshawa, individual landowners within the Columbus Part II Planning Area, and the Trustee of the Group. Landowners located within the Columbus Special Policy Area would not be required to enter into the Agreement.

Key components of the Agreement would include:

- **Definition of Park Classifications** – Identification of applicable parks (e.g. Community Park and Neighbourhood Parks), their intended location, size, general configuration/functionality, and state in which they are to be delivered to the City;
- **Total Parkland Obligation** – Establishment of the community’s total parkland dedication requirement in accordance with the Planning Act and the City’s Parkland Dedication By-law;
- **Over-Dedication and Under-Dedication Mechanisms** – A structured approach to address over/under dedications in parkland, including flexibility for the City to request parkland or collect cash-in-lieu (“C.I.L.”) of parkland; and,
- **Schedules and Calculation** – Inclusion of agreed-upon park plans and parkland dedication calculations, outlining the various assumptions utilized.

3.3 Rationale

There are a number of potential benefits to the City for entering into the Agreement. Firstly, the Agreement can provide predictability and certainty. It confirms the total parkland obligation up-front, thus avoiding potential disputes or delays impacting park delivery. It can also accelerate the delivery of park dedications, rather than having to wait for individual landowners' phasing of development, which may delay parkland dedications and lead to fragmented development of parks.

The Agreement can also reduce the administrative and financial burden to the City. Under the City's current process, staff must calculate, monitor and reconcile parkland obligations for each individual application. City staff also have to manage over-dedications and under-dedications through cash transactions, resulting in increased financial and resource burdens on the City. However, the Agreement can help to mitigate and manage any financial and resource burdens through the Group's Cost Sharing Agreement amongst its members, where landowners who are over-dedicating parkland are compensated by other landowners through the internal cost sharing framework. The City would not have to act as a "banker" by calculating and collecting funds from under-dedicated parties or arranging payments to over-dedicated parties.

Further, there would be flexibility in the implementation of the Agreement, as the City would continue to have the right to request additional parkland or C.I.L. as individual development applications proceed. A member of the Group would be responsible for maintaining records of the overall parkland and C.I.L., which would be available for the City's review at any time.

The Columbus Part II Plan has a policy in place that requires landowners to enter into appropriate cost sharing agreements that establish the means by which the costs of developing the community are to be shared. Specifically, Policy 8.8.13.9 of the Columbus Part II Plan states:

"The City recognizes that comprehensive planning requires the equitable sharing amongst landowners of costs associated with the development of land. It is a policy of this Part II Plan that prior to the approval of any draft plan of subdivision, or registration of phase thereof, applicants/landowners shall have entered into appropriate cost sharing agreements which establish the means by which the costs of developing the community (including Region of Durham costs) are to be shared. The City shall also require, as a condition of draft approval or site plan approval, that a clearance letter be provided to the City from the trustee named in the cost sharing agreement that landowners have met their obligations under the relevant cost sharing agreements prior to registration of a plan of subdivision or site plan approval."

Policy 8.8.13.9 of the Columbus Part II Plan supports the Group's request for staff to explore the preparation of the Agreement, owing to the fact that the Agreement is a form of cost sharing agreement.

3.4 Next Steps

Staff will continue to explore the preparation of the Agreement with the Group, and will work together with the Group to develop key terms recommended to be included in an Agreement that will meet the needs of both parties. If all goes well, staff will present recommended key terms to be included in an Agreement to the Economic and Development Services Committee and Council at a future date for their review and approval before proceeding.

4.0 Financial Implications

There are no financial implications associated with this Report.

If all goes well and staff report to the Economic and Development Services Committee with recommended key terms for an Agreement, a more comprehensive financial analysis will be provided at that time, including a fulsome review and calculation of parkland dedication that the City will receive from the Group.

5.0 Relationship to the Oshawa Strategic Plan

This Report responds to the Oshawa Strategic Plan Priority Area:

“Lead: Governance and Service Excellence” with the goal to provide transparent, efficient, and responsible fiscal stewardship and use of resources.



Tom Goodeve, M.Sc.Pl., MCIP, RPP, Director,
Planning Services



Anthony Ambra, P.Eng., Commissioner,
Economic and Development Services Department

February 3, 2025

City of Oshawa
50 Centre Street S
Oshawa ON, L1H 3Z7

Item: INFO-25-70
Attachment 1

Attention: Laura Moebs, MCIP, RPP, Principal Planner
David Sappleton, MCIP, RPP, Manager of Development Planning

RE: Proposed Master Parkland Agreement – Summary and Benefits
Columbus Part II Plan Community

Introduction

Following meetings with City staff on November 5, 2024, and January 14, 2025, we are pleased to provide this memorandum on behalf of the Columbus Landowners Group (the “Group”), which comprises landowners within the Columbus Part II Plan Area (the “Columbus Community”). The purpose of this memorandum is to provide an overview of the makeup of a Master Parks Agreement (“MPA”) and highlight the benefits of an MPA framework for not only the Columbus Community, but for the City of Oshawa (the “City”) and City staff overall. Recognizing the City has not entered into such an agreement before, our goal is to work together and demonstrate how an MPA can streamline the parkland dedication process while safeguarding the City’s interests and ensuring the successful implementation of the Columbus Part II Plan.

An MPA between the City and the Group will serve as a framework to establish the planning, dedication, and delivery of parkland within the community, ensuring fulfillment of the parkland dedication requirements set out under the Planning Act and the City’s Parkland Dedication By-law. It is rooted in fairness, transparency, and collaboration and consolidates the parkland obligations for the *entire* community into a single agreement enabling the City and the Group to work together to achieve the mutual objectives of the Columbus Part II Plan.

Key Considerations for an MPA

1. Structure & Components

The MPA would be entered into by the City of Oshawa, individual landowners within the Columbus Community, and the Trustee of the Group. Key components of the agreement include:

- **Definition of Park Types** – Identification of applicable parks (e.g., Community Parks, Neighbourhood Parks), their intended location, size, general configuration/functionality, and state in which they are to be delivered to the City;
- **Total Parkland Obligation** – Establishment of the community’s total parkland dedication requirement in accordance with the Planning Act and Parkland Dedication By-law;



- **Over-Dedication and Under-Dedication Mechanisms** – A structured approach to address over/under dedications in parkland, including flexibility for the City to request parkettes or collect cash-in-lieu (CIL).
- **Schedules and Calculations** – Inclusion of agreed-upon park plans and parkland dedication calculations, outlining the various assumptions utilized

2. Predictability & Certainty

The MPA provides certainty by confirming the total parkland obligation up-front, thus avoiding potential disputes or delays impacting park delivery. By establishing an MPA, the City can ensure that the parkland being provided supports the objectives and is in alignment with the Columbus Part II Plan, to ultimately protect the needs of the community and future residents.

A MPA with participating landowners can accelerate the delivery of park dedications to achieve completed facilities within a timely manner, rather than having to wait for individual landowners phasing which may delay parkland dedications and lead to fragmented development of parks.

3. Reduced Administrative & Financial Burden

Park location/sizes are generally established through the Columbus Part II Plan, which shows parks located at strategic locations within the Community. Some individual landowners will have a whole or part of a park located on their lands, exceeding their individual parkland requirements, while others may not have any park or provide some parkland that is less than their individual obligations.

Without an MPA, the City must calculate, monitor, and reconcile parkland obligations on a per-application basis; it must manage over-dedications and under-dedications through cash transactions, resulting in increased financial and resource burdens on the City.

Under the City's current processes:

- At each stage of a site-specific development application, the City must calculate the required parkland obligation for the development in accordance with the Planning Act.
 - If an Owner is not required to provide any parkland on their site-specific development, the City will need to seek financial compensation (cash-in-lieu) based on a per-unit rate (if applicable) or land valuation, which must be assessed by a certified appraiser.
 - Alternatively, if the Owner is required to provide parkland beyond their obligation (to satisfy the Part II Plan requirements), they are entitled to compensation, which also requires an appraisal.

Considering the volume of individual applications within the Columbus Community, this process is resource-consuming and can lead to inefficiencies, disputes and delays. Additionally, the City could face a situation where under-dedicated parties develop first, paying CIL at current rates, and later having to compensate over-dedicated parties at potentially higher rates due to increased appraisal values.

With the introduction of an MPA, the processes noted above are eliminated and the management of the over/under-dedications are managed through the Group's Cost Sharing Agreement where Owners who are over-dedicated are compensated by other Owners through the internal cost sharing framework. This



approach ensures that the City does not have to act as a "banker" by calculating and collecting funds from under-dedicated parties or arranging payments to over-dedicated parties.

4. Flexibility for Implementation

We understand that the City wishes to maintain flexibility in administering parkland dedication within the Columbus Community. Should the Columbus Community as a whole be under-dedicated in parkland, the City continues to have the right to request additional parkettes/CIL as individual development applications proceed. The Group Engineer would be responsible to maintain records of the overall parkland and cash-in-lieu being provided to the City, which will be available for the City's review at any time.

Precedents for MPAs in the Greater Toronto Area

There are a number of landowner groups and their respective municipalities across the GTA that have entered into MPAs including:

- Whitby (West Whitby Community)
- Pickering (Seaton Community)
- Vaughan (Block 40/47 Community)
- Oakville (North Oakville Community)
- East Gwillimbury (Sharon West Community)
- Markham (Markham Centre Community)
- City of Barrie (Hewitts Community)

Conclusion

We believe that an MPA is the most efficient tool for managing the complexities of parkland dedication in the Columbus Community. It simplifies the administrative processes and provides certainty for all, while aligning with the City's goals to provide high-quality parks for future residents in a resource-efficient manner. We look forward to furthering our discussions on the principles of an MPA with City staff, with the hope to ultimately develop an agreement to the satisfaction of the City of Oshawa, and the Group

Yours Very Truly,

Mustafa Ghassan
Sr. Project Manager & Partner
Delta Urban Inc.

Hatim Jafferjee
Project Manager III
Delta Urban Inc.



cc.
Columbus Landowners Group Inc.