

From: Web Committee <webcommittee@thebluemountains.ca>
Sent: Wednesday, February 28, 2024 4:34 PM
To: Committees EA <committeesea@thebluemountains.ca>; Town Clerk <townclerk@thebluemountains.ca>
Subject: Webform submission from: Make a Deputation > Content rows

Dear Council:

You may remember I presented a consent to rezone and sever my property [REDACTED], Clarksburg last summer. I am now writing to you in hopes that I can obtain your help in hopes of removing one of the conditions of my recently granted consent for rezoning and severance for my property.

After four years of hard work to get to where we are, at the 11th hour, after we believed we had successfully completed the last condition to sever and rezone our property, the planning department let us know that the consent approval includes a condition that cash-in-lieu of parkland be paid to the Town.

After paying \$35K in fees required for this process (rezoning/consent costs, planner, grading plans, surveys, geotechnical reports etc) we then learned we also had to pay development fees of \$37, 600 for water, waste, roads to meet the conditions of consent. We were under the impression this would be due at the time of building and planned to sell our house to pay for these fees, so we took out a LOC to pay for these, since we can't sell our house on the property until the property is officially severed. For a young couple, forking out \$75K just to have the right to build on our property we own and reside on, even BEFORE building permit fees and construction costs, has been hard enough to afford. All I am trying to do is find a way to obtain affordable housing in the community I have resided in my entire life. The town preaches about how they support affordable housing, but how can this be if I have already spent \$75K just to have the RIGHT to build on my property I live at? Then adding 5% of my property value, they are asking for another amount of upwards of \$50K. Is it really fair to ask one residential address for \$125,000 just to be ALLOWED the right to build affordable housing on their own property? Even regardless of my young age, does ANYONE have 125K lying around in their chequing account? I grew up driving a tractor, not a Porsche.

The planning department has admitted 5% parkland fee has been written as a clause, all because of the need to rezone my property from development to residential for my proposal, however, my property should have been rezoned to R1-1 when the house was built in the 1960's. The town also required the other property in the proposal be zoned R1 as well, to fix this error. The planning department has admitted that this was missed at the time of the build. I should not have to pay \$50,000 for someone else mistake. I DID however, accept the rezoning fees (5k), a mistake of the failure to remap appropriately, and paid them without a fight, when really, when I shouldn't of had to pay this, so this should be enough of a extra gifted bonus the Town is getting. Now adding additional costs of 5% of my total property value, on top of all other costs so far, would put us, or anyone for that matter in an extremely difficult situation financially, and to be honest, is unfeasible.

In addition to this, there is no formal process outlined for the cash in lieu of parkland. Other communities have a process, and its clearly outlined. I had to ask the planning department, How do I determine what 5% of my property is worth? To learn I have to hire an appraiser (\$1500 before HST), and submit that to learn how much it will cost. The town didn't advise of the type of appraiser needed either - There's many different types of certifications for appraisers - what credentials will the town

accept? I again had to clarify with the town since no formal document or process is in place for this. When I prematurely reached out to appraisers, every single one said, I have never heard of this applying for an individual before, this process only applies to developers, you must have understood wrong, you shouldn't have to pay this. Our builder for the new house said the same thing.

While I understand my application to consent and rezone is quite atypical to most other applications, exceptions should be allowed. This fee typically applies to developers and I absolutely agree it is a very fair charge to them for clear cutting precious woodland and taking away from our natural heritage to building a subdivision for pure profit for a corporation. However, I am not a developer in a corporation clear cutting land for pure profit. We are just a married couple looking to build a house on our property we already live at, to make room to grow our family. I am not developing the land. I am already on Town water and waste, and the land was developed when the house was built 70 years ago.

Although I asked the Planning department for an exception from the parkland fees clause since I am not a developer, they let me know that they require a decision of Council to change/ remove a condition associated with provisional consent, as they cannot make changes without this approval.

Therefore, I am bringing this forward to Council to please take my request for consideration forward at the next council meeting to remove the condition of parkland cash in lieu fees, as an exemption to the norm, based on the circumstances of my consent. While the process the planning department outlined to remove the clause sounds like an extremely lengthy process, I ask that this be addressed in a timely manner as we now have a LOC already building interest, a builder waiting, and our ability to move forward with our plans is all contingent upon this decision before we can list our house to proceed with plans.

I greatly appreciate your time and consideration for this request,

Warm regards,

Sydney Carleton

