



# Staff Report

## Community Services

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**Report To:** COW- Admin, Corp and Finance, SI, Comm. Services  
**Meeting Date:** January 13, 2025  
**Report Number:** CS.25.002  
**Title:** Events for Life – Term Sheet  
**Prepared by:** Ryan Gibbons, Director Community Services

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### A. Recommendations

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THAT Council receive Staff Report CS.25.002, entitled “Events for Life – Term Sheet”;

AND THAT Council authorize the Mayor to execute the Term Sheet with Events for Life;

AND THAT Council communicate with Grey County Council to request financial support for the funding requested from the Town by Events for Life.

### B. Overview

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This report is responding to direction from Council to provide a draft Memorandum of Understanding for Council consideration as well as risks and opportunities associated with the proposal. Upon discussion with Legal Counsel, staff are presenting a Term Sheet instead of a Memorandum of Understanding to outline key points and terms focusing on business intentions while allowing more flexibility for both parties.

### C. Background

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August 14, 2023, Events for Life addressed Committee of the Whole as a deputation to request land to utilize for a facility to house their programming.

#### **B.1.2 Kevin Whyte, Chair, Events For Life, Re: Request for Council support regarding the allocation of serviced lands to build the Events For Life Permanent Program Centre**

Moved by: Councillor Hope Seconded by: Councillor Ardiel

THAT Council of the Town of The Blue Mountains receives for information the deputation of Kevin Whyte, Events For Life, requesting Council support for the allocation of serviced lands to build the Events For Life Permanent Program Centre;

AND THAT Council refers the request to staff to work with Events for Life to identify Town of The Blue Mountains Committee of the Whole Minutes 3 August 14, 2023 their specific needs, and to provide a report back to Council for consideration.

Yay (6): Mayor Matrosovs, Councillor Ardiel, Councillor Hope, Councillor Maxwell, Councillor McKinlay, and Councillor Porter

Absent (1): Deputy Mayor Bordignon

**The motion is Carried (6 to 0)**

The initial land request provided by Events for Life identified their needs to be:

- Facility will consist of 4,000 square feet of program space;
- Property should be within walking distance from Thornbury and the core business area;
- Property to be a minimum of three (3) acres to a potential eight (8) acres;
- Construction should be able to begin within two (2) years.

Following this request, Council directed staff to bring a report for consideration. Staff report [FAF.23.180](#) was brought to Committee of the Whole, November 27, 2023. The following resolution was passed:

**B.4.1 Events for Life Land Request, FAF.23.180**

Moved by: Councillor Porter Seconded by: Councillor Hope

THAT Council receive Staff Report FAF.23.180, entitled “Events for Life Land Request”, and directs staff to further explore all potential land site options for Events for Life and operationalize the public engagement process.

Yay (6): Deputy Mayor Bordignon, Councillor Ardiel, Councillor Hope, Councillor Maxwell, Councillor McKinlay, and Councillor Porter

Absent (1): Mayor Matrosovs

**The motion is Carried (6 to 0)**

In response to this direction staff brought forward staff report [CSOPS.24.011](#) on January 15, 2024. The following resolution was passed:

**B.9.1 Follow up to Events for Life Land Report and Peel Street Tennis Court Redevelopment, CSOPS.24.011**

Moved by: Mayor Matrosovs

Seconded by: Deputy Mayor Bordignon

THAT Council receive Staff Report CSOPS.24.011, entitled “Events for Life Land Report and Peel Street Tennis Court Redevelopment”;

AND THAT Council consider the potential use of the Peel Street North Property to be the following options that staff have previously heard as potential uses;

1. Redevelopment of existing Tennis Courts;
2. Land Lease with Events for Life with consideration of being established as a Municipal Capital Facility;
3. Development of an Indoor Racquet Facility;
4. Disposition of Land for the purposes of selling the land;

AND THAT Council provide direction to staff regarding the preferred future use of parts of Town Owned Land, legally described as “PLAN THORNBURY LOTS 40 TO 47 N KING ST AND RP 16R4699 PT PARTS 1 AND 3”, as outlined in Attachment 1;

AND THAT Council direct staff to investigate and report to Council on combined inclusive recreation and programming use, including extending tennis use, dedicated and/or shared indoor multi-use gym facility, and community indoor programming space, and outdoor public space;

AND THAT Council direct staff to complete a valuation of the Peel Street North Lands; AND THAT Council direct staff to provide a comparison of viability of the:

1. Peel Street North Lands
2. Closed Thornbury Landfill property (4+ acres); and
3. The North Part of 125 Peel Street South property
4. 171 King Street

Yay (6): Mayor Matrosovs, Deputy Mayor Bordignon, Councillor Ardiel, Councillor Hope, Councillor McKinlay, and Councillor Porter

Absent (1): Councillor Maxwell

**The motion is Carried (6 to 0)**

At the January 29, 2024 Council Meeting, Council considered the January 15, 2024 Committee of the Whole recommendation and pulled staff report [CSOPS.24.011](#) and added a fifth property for review, 58 Alfred St. W, Beaver Valley Community Centre lands and buildings, and resolved as follows:

**B.9.1 Follow up to Events for Life Land Report and Peel Street Tennis Court Redevelopment, CSOPS.24.011**

Moved by: Councillor McKinlay Seconded by: Deputy Mayor Bordignon

THAT Council receive Staff Report CSOPS.24.011, entitled “Events for Life Land Report and Peel Street Tennis Court Redevelopment”;

AND THAT Council consider the potential use of the Peel Street North Property to be the following options that staff have previously heard as potential uses;

1. Redevelopment of existing Tennis Courts;
2. Land Lease with Events for Life with consideration of being established as a Municipal Capital Facility;
3. Development of an Indoor Racquet Facility;
4. Disposition of Land for the purposes of selling the land;

AND THAT Council provide direction to staff regarding the preferred future use of parts of Town Owned Land, legally described as “PLAN THORNBURY LOTS 40 TO 47 N KING ST AND RP 16R4699 PT PARTS 1 AND 3”, as outlined in Attachment 1;

AND THAT Council direct staff to investigate and report to Council on combined inclusive recreation and programming use, including extending tennis use, dedicated and/or shared indoor multi-use gym facility, and community indoor programming space, and outdoor public space;

AND THAT Council direct staff to complete a valuation of the Peel Street North Lands; AND THAT Council direct staff to provide a comparison of viability of the:

1. Peel Street North Lands
2. Closed Thornbury Landfill property (4+ acres)
3. The North Part of 125 Peel Street South property
4. 171 King Street
5. Beaver Valley Community Centre building and lands

AND THAT Council direct staff to consult with all affected local organizations and groups.

Yay (6): Mayor Matrosovs, Deputy Mayor Bordignon, Councillor Ardiel, Councillor Hope, Councillor McKinlay, and Councillor Porter

Absent (1): Councillor Maxwell

**The motion is Carried (6 to 0)**

At the July 10, 2024 Special Committee of the Whole Meeting, staff presented report CSOPS.24.024, Events For Life Land Request. This was recommended to Council for approval and was confirmed through the consent agenda at the July 15, 2024 Council Meeting.

**B.9.1 Events For Life Land Request, CSOPS.24.024**

Councillor Ardiel vacated the meeting at 11:57 am

Moved by: Mayor Matrosovs

Seconded by: Councillor Hope

THAT Council receive Staff Report CSOPS.24.024, entitled "Events for Life ("EFL") Land Request";

AND THAT Council selects the property at 85 Alfred Street West, Thornbury (BVCC) to enter into an agreement with Events for Life for the purposes of constructing a facility using the Municipal Capital Facility framework.

Yay (6): Mayor Matrosovs, Deputy Mayor Bordignon, Councillor Hope, Councillor Maxwell, Councillor McKinlay, and Councillor Porter

Absent (1): Councillor Ardiel

**The motion is Carried (6 to 0)**

At the December 9<sup>th</sup> Committee of the Whole meeting staff presented an update to the Events for Life Land Request [CSOPS.24.090](#) that included all the elements formally provided by Events for Life.

**B.9.1 Events for Life Land Request Update, CSOPS.24.090**

Moved by: Councillor Hope

Seconded by: Mayor Mastrosovs

THAT Council receive staff report CSOPS.24.090, entitled "Events for Life Land Request Update";

AND THAT Council direct staff to draft a Memorandum of Understanding with Events for Life as described in this report to the satisfaction of the Town's legal representation, Treasurer and the Director of Community Services;

AND THAT Council direct staff to bring a draft Memorandum of Understanding to the January 13, 2025 Committee of the Whole meeting, for final consideration by Council at the January 27, 2025 meeting.

Yay (4): Councillor Hope, Councillor Porter, Councillor McKinlay, Mayor Matrosovs

Absent (2): Councillor Ardiel, Deputy Mayor Bordignon

**The motion is Carried (4 to 0)**

At the same meeting on December 9<sup>th</sup>, Committee of the Whole also provided the following resolution for Town staff to communicate with Grey County Staff.

Moved by: Councillor Hope

Seconded by: Councillor Porter

THAT, with respect to Staff report CSOPS.24.090, entitled Events for Life Land Request Update”, Council direct staff to approach Grey County to discuss the contribution that it would like to make towards the Events for Life project.

Yay (4): Councillor Hope, Councillor Porter, Councillor McKinlay, Mayor Matrosovs

Absent (2): Councillor Ardiel, Deputy Mayor Bordignon

**The motion is Carried (4 to 0)**

## **D. Analysis**

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The direction provided by Council was to provide a Memorandum of Understanding for consideration as well as identifying the risks associated with the proposal. Specific reference was made to the Blue Mountains Attainable Housing Corporation and if there are similar risks associated with this proposal. Although each situation is unique, some similar risks are present.

### **1. Financial Risks:**

Grants and Loans: \$500,000 grant or forgivable loan in addition to providing an interest-free loan covering 50% of construction costs. If Events for Life can't raise their 50% share, this investment risk could diminish with the exception of time and resources already provided. This risk is somewhat mitigated if a facility is constructed as the Town would retain ownership of the facility. The facility may not be needed for Town use but could provide opportunities for office space and programming depending on the final design but would require additional budget to operate. Events for Life has identified that they would maintain a capital reserve which also mitigates some of the risk under certain circumstances.

**Development Charges Waiver:** Development charges, estimated to be around \$425,000, would be waived under a municipal capital facility agreement, equating to a perceived revenue loss.

**Property Tax Exemption:** The full tax exemption for the lands during the agreement term constitutes a sustained revenue gap, although this land may not otherwise be developed outside of Town use which would not provide tax revenue.

**Opportunity Cost:** Lost opportunity cost from interest-free loan provisions, should these funds be diverted from other potential investments.

**Administration and Legal Costs:** This project will require administrative and legal expertise which is estimated to cost up to \$15,000.

**Asset Limitation:** As a not-for-profit organization, Events for Life operates without asset holdings.

## **2. Land and Operational Risks:**

**Community Garden Relocation:** Disruption stemming from the need to relocate the community garden, with potential public opposition and logistical concerns estimated at \$15,000.

**Extended Lease Term and Site Use:** A 50-year, renewable lease at a nominal rent restricts the flexibility of future site uses and entrenchment in suboptimal lease terms.

**Property Maintenance:** The Town will be required to perform additional snow removal and manual property maintenance. Although this will not be a significant addition to the property maintenance programs, it will require additional effort.

## **3. Liabilities and Compliance:**

**Environmental Accountability:** Ensuring the site is free from contaminants requires investigation and is estimated at \$5,000.

**Risk of Noncompliance:** Should subleases or operations deviate from planned adherence under municipal capital facility legislations, potential legal ramifications could arise.

## **4. Inter-Organizational and Strategic Risks:**

**Shared Facilities Management:** Collaborative arrangements could lead to resource allocation inefficiencies and comparative drawbacks if not consistently synchronized.

**Equity Considerations:** The Town must ensure equitable resource distribution and procedural fairness in accommodating the unique needs of various community

organizations, including a transparent assessment of how resource allocations and site use agreements could impact other local non-profits and community groups.

#### **5. Infrastructure and Resource Risks:**

Provision of Site Servicing: Responsibilities of providing essential site services may strain Town budgets and allocated staff resources. Estimated at \$30,000.

Construction Schedule Dependencies: Set timelines for facility completion may inflate both budget and resource requirements if critical path delays occur.

The proposal from Events for Life also presents opportunities for the Town to consider that otherwise may not be available to the community.

#### **1. Infrastructure and Facility Development:**

Construction of a facility ranging between 5,000 to 6,500 sq ft offers an increase in available space for municipal activities, social events, and community programs in times that are not being used by Events for Life.

#### **2. Enhanced Use of Municipal Resources:**

If the facility is developed under the Municipal Capital Facility framework, It allows for enhanced community programming without substantial upfront municipal capital cost outlays relative to building a standalone facility.

#### **3. Community and Social Benefits:**

The project can facilitate a stronger community connection through increased engagement in local programs and services, fostering a more inclusive and vibrant community environment.

By facilitating infrastructure that supports residential and educational activities, the centre enhances the quality of local life and supports economic diversity within the area.

#### **4. Lease and Ownership Advantages:**

Long-term lease terms provide the Town with a stable tenant, minimizing vacancies and ensuring a continuous flow of utility.

Upon expiration of the agreements, ownership of the entire facility will revert to the Town, thus augmenting municipal assets.



## **5. Environmental and Planning Leadership:**

The Town maintains control over environmental and planning processes, which ensures adherence to local development goals and sustainability objectives.

## **6. Inter-Organizational Partnerships:**

Shared facilities and arrangements for town and third-party use promote strategic partnerships and enhance resource collaboration in a unique public / private partnership.

Town Staff communicated with Grey County Staff and identified that there currently are not any known funding envelopes available through Grey County administration, but Grey County staff identified a number of opportunities for Events for Life to consider for the construction and operating elements and have offered to connect directly with Events for Life when it is appropriate.

The proposed project is best described as a 'Discretionary' service within The Town of The Blue Mountains. Such services, while not mandated by legislation or deemed essential for basic municipal operations, are offered to address specific community needs. The Town's commitment to enhancing community engagement and catering to unique local interests underpins the discretionary nature of this development. While these services are not obligatory, their provision is influenced by community interest.

A comprehensive termination clause will be included in an agreement as it provides clarity and safeguards the interests of all involved parties in the event that the agreement needs to be dissolved. The clause will clearly outline the circumstances under which the contract may be terminated, define any notice periods required, and delineate the rights and responsibilities that follow termination.

## **E. Strategic Priorities**

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### **1. Communication and Engagement**

We will enhance communications and engagement between Town Staff, Town residents and stakeholders

### **2. Organizational Excellence**

We will continually seek out ways to improve the internal organization of Town Staff and the management of Town assets.

### **3. Community**

We will protect and enhance the community feel and the character of the Town, while ensuring the responsible use of resources and restoration of nature.

**4. Quality of Life**

We will foster a high quality of life for full-time and part-time residents of all ages and stages, while welcoming visitors.

**F. Environmental Impacts**

To be considered through site investigations and final design.

**G. Financial Impacts**

<u>REQUEST</u>	<u>COST</u>	<u>FUNDING</u>	<u>BUDGET REQUEST</u>
Grant	\$500,000	Taxation or Reserve Funds	\$500,000
Interest Free Loan	Up to \$3,500,000	Balance Sheet Impact – noting that the potential cost to the Town is where the Town requires the funds and then needs to borrow (i.e. interest cost to the Town). Alternatively, a “lost opportunity cost” could exist with respect to investment interest lost, estimated at 3% per year up to \$100K/year	\$0
Development Charges	Estimated \$425,000	This would be a perceived loss. The project is eligible for these charges to be waived using a municipal capital facilities agreement	\$0

Taxes	Estimated less than \$10,000	This would be a perceived loss. The current property is tax exempt.	\$0
Environmental Site Investigation	\$5,000	Taxation / Reserve Funds	\$5,000
Site Servicing	\$30,000	Taxation / Reserve Funds	\$30,000
Legal and Administrative Costs	\$15,000	Taxation / Reserve Funds	\$15,000
Re-location of Community Gardens	\$15,000	Taxation / Reserve Funds	\$15,000
<b>TOTAL</b>			<b>\$565,000</b>

## H. In Consultation With

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Monica Quinlan, Director of Financial and Corporate Services

Will Thomson, Barrister & Solicitor

## I. Public Engagement

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The topic of this Staff Report has not been the subject of a Public Meeting and/or a Public Information Centre as neither a Public Meeting nor a Public Information Centre are required. However, any comments regarding this report should be submitted to Ryan Gibbons, Director Community Services [directorcs@thebluemountains.ca](mailto:directorcs@thebluemountains.ca).

## J. Attached

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1. Term Sheet
2. Site Map

Respectfully submitted,

Ryan Gibbons  
Director Community Services

For more information, please contact:  
Ryan Gibbons, Director Community Services  
[directorcs@thebluemountains.ca](mailto:directorcs@thebluemountains.ca)  
519-599-3131 extension 281

**Report Approval Details**

Document Title:	CS.25.002 Events for Life - Term Sheet.docx
Attachments:	- Att-1-TBM-EFL-Draft-Term-Sheet.pdf - Att-2-Site-Map.pdf
Final Approval Date:	Jan 3, 2025

This report and all of its attachments were approved and signed as outlined below:

**Ryan Gibbons - Jan 3, 2025 - 9:18 AM**