

Delegation on Agenda Item 5.2. Addendum to Agenda to add Report PB-33-18 to the agenda.

Under the Planning Act of Ontario, Section 37 allows municipalities to accept tangible community benefits when granting increased density or height under a Zoning Bylaw or Official Plan Amendment.

Report PB-33-18 recommends that the proposed community benefits provided by The Developer, 421 Brant Street Incorporated be accepted and submitted to council.

Engaged Citizens of Burlington requests that the report be rejected by Planning and Development Committee on the grounds that the community benefits do not come close to compensating the community for the changes allowed in the amendment and that some of the community benefits proposed by 421 Brant Street Incorporated and recommended by staff are not in fact community benefits in any sense of the spirit of Community Benefit.

In the Official Plan in force at the time of this application (Part VI, Page 6 and 7) community benefits are defined quite clearly as: provision of ...

Special needs or low income and affordable housing, parkland beyond the requirement of the plan, public areas, crosswalks, walkways, ... public parking,..... community spaces such as parks, daycare centres, schools, community centres, cultural or recreational facilities, fire halls or libraries.

Community benefits may also include protection of natural and or cultural features, woodlots, significant views.

They should also improve access to public transit or improve the implementation of travel demand management planning.

These definitions are rightly exacting and demanding of developers because a city should not sell or trade away its hard fought zoning bylaws in a way that deprives the community in favour of those developers.

As a Planning and Development Committee you must ask staff how the community benefit proposals submitted by the developer meet these exacting and demanding standards.

The Community Benefits proposed by 412 Brant Street Inc. amount to very little for the community affected by this amendment and in fact do much to provide selling points for the developer.

Generally the community benefits are proposed in a way that makes it too easy for the developer to get out of their obligations and commitments to the community. It is filled with words like ***“...may encourage the use of...agrees to implement.....agrees to the provision of...”*** wording such as this makes it difficult for the city to enforce in the future.

The Municipal Planning Act and other Provincial Legislation use words like “Shall.....Must..... and Will..” to indicate various degrees of compliance requirement and expectations.

The city’s agreement with the developer and other future developers should utilise similar legal imperatives to ensure that developers meet their commitments to the community. Given the commercial advantage they gain from Zoning Amendments, this should not be too onerous upon them.

Then there are Specific Community Benefits which ECoB question as to whether they benefit the community or the development and we would ask council to clarify with Staff and the Developer before approving this Application.

1. The provision of a wide range of housing types to assist in the pursuit of long term affordable housing is both vague and unsustainable in the long term. Does the rebate for “Up to 10 units to a value of \$300,000.00 mean 10 units at \$30,000.00 or could it mean 1 unit at \$300, 000. There is also nothing that guarantees market rates will not come back into force after the first buyer or buyers take possession and resell in the future. This provision of affordable housing units should be tied directly to some long term social housing commitment and some regional or provincial agency to monitor and maintain that affordability.
2. The provision of access to a triangle of the North East Corner of Brant and James is actually a selling feature for the developer and is simply a sales tool for them. Again the language does not compel the developer on this.
3. The provision of 8 additional “Visitor Parking Spaces” is not a community benefit. It enhances the future value for potential buyers while almost certainly off limits to the community as a whole and must be considered a selling feature for the developer. Again the language does not compel the developer on this.
4. The addition of an Elevator Shaft (and presumably with an elevator) while improving the safety of the building, does not improve it for the community but improves the amenity significantly for the potential buyers. This is a self-serving benefit disguised as a community benefit and as such should not be permitted by staff and council as a Community benefit. Again the language does not compel the developer on this.

The total benefit as calculated by the developer is \$500,000.00. Less, probably, than the price of a single small unit in the building. This is hardly a fair exchange for the community when the impact of such a building on that community is considered.

Considering that the amendment allows 23 storeys on a block zoned for 4 in the official plan in effect at the time, the community benefits offered seem somewhat miserly for what the community is asked to give up.

Engaged Citizens of Burlington asks Council and Staff: Where are the Parklands, Hospitals and Schools? The Libraries, Fire halls, Community Centres and Greenspace your own Official Plan calls for in exchange for such a drastic amendment to a plan that the community supports and favours.

The answer must be that they are simply not there and that in their absence or in the absence of much more significant Community benefit, this recommendation must be rejected by council.

It is simply not enough for the price the community will pay in lost amenity for this zoning amendment.

For Engaged Citizens of Burlington

Jim Young.

