



TOWN OF AURORA
ADDITIONAL ITEMS
FOR GENERAL COMMITTEE MEETING

Tuesday, March 24, 2015
7 p.m.
Council Chambers

- **Delegation (b) Don Given, representing Eyelet Investment/Treasure Hill Homes and Aurora 2C Landowners Group Inc.**
Re: Item 16 – Report No. PL15-020 – Proposed Plan of Subdivision and Zoning By-law Amendment, Eyelet Investment Corp., 1114 Wellington Street East, Files: SUB-2014-03 and ZBA-2014-08

- **Item 17 – Memorandum from Director of Planning & Development Services**
Re: Additional Information for Item 16 – Report No. PL15-020 – Proposed Plan of Subdivision and Zoning By-law Amendment, Eyelet Investment Corp., 1114 Wellington Street East, Files: SUB-2014-03 and ZBA-2014-08

RECOMMENDED:

THAT the memorandum regarding Additional Information for Item 16 – Report No. PL15-020 – Proposed Plan of Subdivision and Zoning By-law Amendment, Eyelet Investment Corp., 1114 Wellington Street East, Files: SUB-2014-03 and ZBA-2014-08 be received; and

THAT Condition #58 be removed from the Conditions of Approval attached as Schedule “A” to Report No. PL15-020 in favour of a clause inserted into the Subdivision Agreement.



Delegation (b)

Legal and Legislative Services
905-727-3123
CSecretariat@aurora.ca
Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

DELEGATION REQUEST

This Delegation Request form and any written submissions or background information for consideration by either Council or Committees of Council must be submitted to the Clerk’s office by the following deadline:

4:30 P.M. ON THE BUSINESS DAY PRIOR TO THE REQUESTED MEETING DATE

COUNCIL/COMMITTEE/ADVISORY COMMITTEE DATE: General Committee Meeting
March 24th, 2015

SUBJECT: Eyelet Investment Corp. (SUB-2014-03 & ZBL-2014-08), Draft Plan of Subdivision
Condition # 58

NAME OF SPOKESPERSON: Don Given, Malone Given Parsons Ltd.

NAME OF GROUP OR PERSON(S) BEING REPRESENTED (if applicable):

Primary Client - Eyelet Investment/Treasure Hill Homes
Secondary Client - Aurora 2C Landowners Group Inc.

BRIEF SUMMARY OF ISSUE OR PURPOSE OF DELEGATION:

To request that Condition 58, which adds a new fee of \$3,000 per unit, be removed from the final Draft Conditions on the basis that the fee is inconsistent with the conditions imposed on the rest of the Draft Plans of Subdivision in the 2C West lands, is inconsistent with the executed Parks and Trails Agreement between the Town and the landowners group and the reason for the fee is unclear.

PLEASE COMPLETE THE FOLLOWING:

Have you been in contact with a Town staff or Council member regarding your matter of interest? YES NO

IF YES, WITH WHOM? Neil Garbe **DATE:** March 24th, 2015

I acknowledge that the Procedural By-law permits five (5) minutes for Delegations.



March 23rd 2015

Mayor Dawe and Members of Council
Town of Aurora
100 John West Way, Box 1000
Aurora, ON
L4G 6J1

MGP File: 14-2278

Attention: Mr. Stephen Huycke, Town Clerk

RE: Request for Delegation Status
Eyelet Investment Corp. (SUB-2014-03 & ZBL-2014-08), Draft Plan of Subdivision Condition # 58
General Committee Meeting, Tuesday March 24th 2015

Dear Mayor Dawe and Members of Council:

I am requesting that this letter be read prior to consideration of Item # 16.

I represent the Aurora 2C Landowners Group and am acting on behalf our client who is the owner of the above noted subdivision. The Eyelet lands, previously owned by the Stronach Group have been a participant in the Aurora 2C West Landowners Group since its inception in 2005. The lands have been comprehensively planned with the other 5 subdivisions within the 2C West Secondary Plan – OPA 73. The property was recently purchased by Eyelet Investment/Treasure Hill Homes who are a member in good standing with the landowners group and who have also participated in funding agreements for allocation and are party to the Master Parks Agreement with the Town that was signed in 2014.

We received final Draft Plan of Subdivision Conditions regarding the Eyelet Investment Corp. from the Town on Friday, March 20th 2015, in the afternoon with an addition to the preliminary conditions provided to us on March 11th, 2015. The new condition (copied below) requires our client to pay an unanticipated and additional \$246,000 in addition to their obligations to the group and the Town.

58. The Owner shall covenant and agree in the Subdivision Agreement to provide the Town with a Community Improvement Benefit fee in the amount of \$3,000.00 per residential dwelling unit to be used by the Town, in its sole discretion, towards the future construction of community recreation facilities.

This condition unfairly places a huge financial burden on one owner and is inconsistent with the conditions imposed on the rest of the Draft Plans of Subdivision Agreement that were approved in 2013 and have been registered within the Aurora 2C West Area and is inconsistent with the executed Parks and Trails Agreement.

Master Parks Agreement

As noted above, the 2C West Group, including the Town and the Eyelet lands are party to a Parks and Trails Agreement which states on pg. 2 in paragraph 7 *'that the Actual Parkland Dedication to be contributed to the Community is more than the required Overall Parkland Dedication for the Community based on the requirements of the Planning Act in the aggregate amount of 0.39 ha. . . . and shall be provided by the Group to the Town without additional payment, reimbursement, credit or compensation by the Town.'*

The Agreement further states that all costs related to the construction and design of parks (p12a. pg 4) are and will continue to be funded through Development Charges which are collected by the Town at registration. Trails are treated similarly in the Agreement.

An additional \$275,000 for environmental monitoring of the natural areas within the 2C West lands was also required by the Agreement and provided to the Town.

A copy of the executed Parks Agreement is attached.

Other Group Obligations and Contributions

As a condition of registration of the first subdivision in the 2C West lands, the landowners group provided the Town with a \$250,000 Wildlife Park Contribution, to which the Eyelet owners were required to pay their proportionate share under the Group's cost sharing agreement which the Town requires each developing owner to be party to (Draft Plan Condition 55).

At the Town's request, the Aurora 2C Landowners Group, including the Eyelet property, made a \$100,000 contribution to the Town's recreation facility in January 2015.

In addition to the recreation facility contribution, at Mayor Dawe's suggestion, the landowners group, including the Eyelet lands, voluntarily contributed another \$750,000 to Southlake Hospital which will be provided to the hospital at registration.

It is unclear as to what the Community Improvement Benefit fee will be used for and why it should be applied to one owner within a recently approved development area that is already providing additional parkland and funding for other community uses.

We believe that this new condition which has been applied to one owner who has paid their share of the group's obligations throughout the approval process and is expected to continue to pay their share of the group's commitments, is an unfair burden on Eyelet Investment Corp.

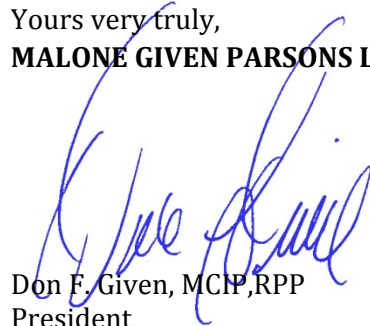
Request

We request that this condition be removed from the final Draft Plan of Subdivision Conditions that will be heard by Committee at the March 24th, 2015 General Committee Meeting.

We trust that the above information is sufficient to justify the removal of this condition. Should you have any questions with respect to the above, please contact the undersigned.

Yours very truly,

MALONE GIVEN PARSONS LTD.



Don F. Given, MCHP, RPP
President

cc. J. Weiner, Treasure Hill
Aurora 2C Landowners Group
C. Barnett, Davis LLP
M. Ramunno, Town of Aurora
N. Garbe, Town of Aurora

Att/1



Parks and Recreation Services
Allan D. Downey, Director
905-727-3123 ext. 4752
adowney@aurora.ca

Town of Aurora
100 John West Way
Box 1000, Aurora, ON L4G 6J1

March 18, 2014

Don Given, Group Manager
Malone Given Parsons Ltd.
140 Renfrew Drive, Suite 201
Markham ON L3R 6B3

Dear Mr. Given:

RE: Master Parks Agreement between the Town of Aurora and Aurora 2C Landowners Group Inc., Trustee of the Aurora 2C Landowners Group

Please find enclosed three duly executed Master Parks Agreements between the Town of Aurora and the Aurora 2C Landowners Group Inc., for your files.

I trust this information is sufficient. Please do not hesitate to contact me if you have any questions or require further information.

Regards,

M. Saavedra per:

Allan D. Downey
Director of Parks and Recreation Services

Encls. (3)

/ms

THIS AGREEMENT made as of the 12th day of March, 2014

BETWEEN:

**AURORA 2C LANDOWNERS GROUP INC.,
TRUSTEE OF THE AURORA 2C LANDOWNERS GROUP**

(the "Trustee")

-and-

THE CORPORATION OF THE TOWN OF AURORA

(the "Town")

WHEREAS:

- I. The Trustee is named as the trustee of the Aurora 2C Landowners Group (the "Group") which has been created by the signing of a Cost Sharing Agreement dated January 8, 2014 (the "Cost Sharing Agreement") and has authority to enter into this Agreement and therewith to bind the Group;
- II. The Group is comprised of Mattamy (Aurora) Limited, Shimvest Investments Limited, Brookfield Homes (Ontario) Aurora Limited, St. John's Road Development Corp., TACC Developments (Aurora) Inc., Aurora North Residential Inc., Brookfield Homes (Ontario) Limited and York Region Christian Senior Homes Inc. (together with such other landowners within the Community which may join the Group from time to time) (collectively the "Owners" and individually an "Owner"), who are the owners of lands in the secondary plan area known as the Aurora 2C (West) Community Plan as shown on Schedule "A" attached hereto (the "Community");
- III. The Group proposes to develop the lands within the Community generally for residential and commercial/mixed uses;
- IV. The Group has submitted several studies in support of the proposed development of the Community, and has commissioned the preparation of various figures and tables dated November 28, 2013 based on draft plans and zoning approved in March/April and June, 2013 (and subject to further refinement based on the draft plan approval(s) in respect of those lands which have not been draft plan approved as of the date hereof), illustrating the area and location of parks, schools, greenway corridors and other open space proposed to be provided within the Community as part of the development thereof, generally as shown on Schedule "B" attached hereto (the "Parks Schedule");
- V. The Town and the Group are in agreement with the Parks Schedule and are desirous of entering into an Agreement to effect the implementation of the open space plan contemplated in the Parks Schedule;

THIS AGREEMENT WITNESSES that in consideration of the sum of two dollars (\$2.00), the receipt and adequacy of which is hereby acknowledged by the parties and in consideration of the mutual covenants set out herein the parties hereto agree as follows:

1. The parties agree that the Recitals are true and correct.
2. The following Schedules are attached to this Agreement and form an integral part thereof:
 - Schedule A – Aurora 2C (West) Community Plan
 - Schedule B – Aurora 2C (West) Parkland Locations and Size
 - Schedule C – Parkland Dedication Table
 - Schedule D – Trails to be Built by Town and Owners
3. The Town agrees that the configuration and dedication of park lands as shown on the Parks Schedule is satisfactory to the Town and constitutes full and final satisfaction of the parkland dedication requirements for the development of 2,940 residential units within the Community as set out on Schedule "C" attached hereto, and does not include any industrial, commercial, or institutional development (whether stand-alone or mixed use, except in the case of the Shimvest mixed use as per Schedule "C").

PARKLAND DEDICATION

4. The parties acknowledge and agree that the calculation and dedication of the parkland contribution requirements for the residential-uses portion of the Community pursuant to the requirements of the *Planning Act* and the Aurora 2C (West) Secondary Plan (the "Overall Parkland Dedication") have been and will be calculated on a collective basis based on the Group's lands within the Community as a whole and not on the individual Owners' lands therein, and on the basis of the Parks Schedule.
5. The parties acknowledge and confirm that the calculation of the Overall Parkland Dedication for the residential-uses portion of the Community, calculated on the basis of the parkland dedication requirements set out in the *Planning Act*, is 10.19 hectares, which shall be satisfied and provided to the Town by the dedication of lands for park purposes, as set out in this Agreement and as shown on the Parks Schedule.
6. The parties further confirm and agree that, based on the Parks Schedule, the actual dedication of lands for park purposes within the Community (the "Actual Parkland Dedication") is anticipated to be 10.58 hectares, which Actual Parkland Dedication shall be satisfied and provided to the Town by the dedication of lands for park purposes, as set out in this Agreement and on the Parks Schedule. Such park lands shall be contributed in component parts by individual Owners upon registration of their respective plans of subdivision. The distribution of such parkland will be provided as closely as practically possible to the distribution as outlined on the Parks Schedule.
7. The parties further confirm and agree that, notwithstanding that the Actual Parkland Dedication to be contributed within the Community is more than the required Overall Parkland Dedication for the Community based on the requirements of the *Planning Act*,

in the aggregate amount of 0.39 ha, as set out on Schedule "C" attached hereto (the "Overdedication"), such Overdedication shall be provided by the Group to the Town without additional payment, reimbursement, credit, or compensation by the Town.

8. The calculation and distribution of parkland dedication by each Owner and over/underdedication by each owner will follow Schedules "B" and "C" attached hereto as closely as possible. However, there may be changes as plans of subdivision are finalized. In cases where the portion of the Actual Parkland Dedication within an Owner's lands is less than the estimated dedication for such lands and/or the number of residential units constructed within an Owner's lands exceeds the estimated number of residential units for such lands, as set out in Schedules "B" and "C" attached hereto (whether by reason of changes in area, use, density and/or any other reason), the individual Owner of such lands shall be solely responsible for any additional parkland dedication or cash-in-lieu payment to the Town. In cases where the portion of the Actual Parkland Dedication within an Owner's lands exceeds the estimated dedication for such lands and/or the number of residential units constructed within an Owner's lands is less than the estimated number of residential units for such lands, as set out in Schedules "B" and "C" attached hereto (whether by reason of changes in area, use, density and/or any other reason), the individual Owner of such land shall not be entitled to any additional payment, reimbursement, credit, or compensation from the Town.
9. The parties confirm and agree that the Overall Parkland Dedication and/or the Actual Parkland Dedication shall not be increased or decreased in the event that the Town amends its parkland requirements from the requirements existing as of the date of this Agreement.
10. The sharing of parkland dedication amongst the individual Owners within the Group shall be implemented through the Group's Cost Sharing Agreement.
11. Each Owner shall construct the park facilities within the park lands located within their respective plans of subdivision, to the standards as required by the Town's 2014 development charge and background study. The construction of such park facilities shall commence, within each respective plan and on a plan-by-plan basis, by no later than eighteen (18) months following closings to homebuyers of fifty (50%) percent of the lots within the plan of subdivision in which the subject park is located. Each Owner shall provide security (by way of letter of credit or other security acceptable to the Town) (the "Park Security") to the Town for the estimated Park Costs (as hereinafter defined) in respect of the park facilities within its plan of subdivision, at the same time as securities are posted in accordance with a subdivision agreement for that plan of subdivision. In the event that the Owner shall fail to construct the park facilities in accordance with the foregoing, the Town shall be entitled to draw down on the Park Security in order to complete such construction. The parties acknowledge and agree that the Owners shall only be required to construct from time to time those park facilities which are located within each plan of subdivision or phase thereof which is registered in respect of its lands. The Town shall assume all maintenance of the park facilities (including, without limitation, maintenance of lawns, landscaping, shrubbery, and all fences, structures and improvements, and snow removal) upon substantial completion thereof (as certificated by the Owner's consulting engineer and/or landscape architect) and preliminary acceptance of same by the Town in accordance with the terms of the Owner's subdivision agreement, provided that the Owner shall provide a warranty in respect of deficiencies in the construction of such park facilities for a period expiring upon the

assumption of the plan of subdivision within which such park facilities are located. The foregoing provisions regarding maintenance and assumption of the park facilities shall be provided for in the applicable subdivision agreement for the plan of subdivision within which the park facilities are located.

12. (a) The Town hereby confirms and agrees that all costs related to the design and construction of such park facilities (hard and soft costs) (the "Park Costs") are and will continue to be included in the Town's development charges and will be subject to 100% percent recovery by the Owner who secures and/or constructs the park facilities, through development charge credits or other reimbursement or recovery satisfactory to the Owner. For greater clarity, an Owner who has a park facility within their lands, and who provides the Park Security to the Town in respect of the construction of such park facility as per paragraph 11 hereinabove, shall be entitled to development charge credits to be applied against the parks component of the Town's development charge, in an amount equal to the full amount of the Park Security provided by such Owner. Such credits shall be applied against the parks component of the Town's development charge which would otherwise be payable by the applicable Owner.
 - (b) In the event that the amount of the development charge credits available to such Owner's lands are less than the amount of the Park Security provided by such Owner, then the Town shall reimburse the amount of Park Costs incurred by such Owner, in excess of the development charge credits granted as aforesaid, to such Owner within sixty (60) days following completion of the applicable parks facilities and confirmation of the Park Costs incurred by such Owner (as certified by such Owner's consulting engineer and/or landscape architect).
 - (c) In the event that the amount of the development charge credits available to such Owner's lands are sufficient to provide credits for the full amount of the Park Security, then such credits shall be granted to such Owner based on the full amount of the Park Security and such Owner shall not be required to subsequently account or adjust for the actual amount of the Park Costs incurred by such Owner (i.e. whether or not the actual Park Costs are more or less than the amount of the credits granted to the applicable Owner). The Owner shall also pay the remaining amount of the parks component of the Town's development charge, if any, which may be payable after application of the development charge credits as contemplated herein, together with the payment of other development charges by such Owner.
 - (d) Notwithstanding the foregoing, the Town and the applicable Owner may enter into alternate arrangements in order to satisfy the over- or under-payment of Park Costs.
13. The Owners' obligations to construct the park facilities as aforesaid shall be subject to and conditional upon the finalization and approval by the Town and the Owners of the plans and specifications for such park facilities and the estimated costs related thereto. The Town agrees that, in order to ensure that the Owners are fully reimbursed for the Park Costs through development charge credits or reimbursements, as hereinabove set out, the costs and standards for the park facilities which will be required by the Town to be constructed by the Owners pursuant to this Agreement shall not exceed the costs and standards for such park facilities which are included in the Town's 2014

development charge by-law and related background study (the "DC Standards"). In the event that the Town shall require construction of park facilities in addition to the DC Standards, then the costs of such additional facilities shall be included in the Park Security and the applicable Owner shall be entitled to development charge credits for the costs related to such additional facilities in accordance with paragraph 12 hereinabove. In the event that an Owner shall elect to construct park facilities in addition to or exceeding the DC Standards, then such Owner shall be solely responsible for all costs related to such additional park facilities.

TRAILS

14. The Group acknowledges that the Aurora 2C (West) Community Plan encourages the development of a system of pedestrian and bicycle trails ("Trails") to link the community together as part of the natural heritage system and that routes for such trail system have been established as part of the Aurora 2C (West) planning approvals and each plan of subdivision application. Each of the Owners within the Group covenants and agrees to convey to the Town all lands required for Trails within each plan of subdivision at the time the Owner registers that phase of any plan of subdivision which contains such Trail lands, at no cost and free and clear of all encumbrances and at the sole cost of the Group without credit or reimbursement in any way by the Town on account of compensation for such lands. The Town agrees that the transferring Owner(s) and/or the Group shall be entitled to enter onto the Trail lands following such conveyance in order to complete the Trails and other work or services thereon which may be required in connection with the development of the Lands.
15. The Group agrees that each Owner shall be responsible for constructing Trails within developable area within its plan of subdivision (e.g. Trails within and/or adjacent to streets, parks and storm water management facilities). Each Owner shall construct such Trails to the standards as required by the Town's 2014 development charge and background study and the Trails Master Plan/Urban Design Guidelines, and generally as shown on Schedule "D" attached hereto. Such Trails shall be completed, within each respective plan and on a plan-by-plan basis, within twelve (12) months following the first closing of the sale to a homebuyer of a lot adjacent to the subject Trail within the plan of subdivision in which the subject Trail is located.
16. The Town hereby confirms and agrees that all costs related to the design and construction of the Trails (hard and soft costs) to be constructed by the Owners outside of developable lands (as shown on Schedule "D" attached hereto) (the "Trails Costs") are and will continue to be included in the Town's development charges and will be subject to 100% percent recovery by the Owner(s) through development charge credits or other reimbursement or recovery satisfactory to the Owners.
17. Each Owner shall provide security (by way of letter of credit or other security acceptable to the Town) (the "Trails Security") to the Town for the estimated Trails Costs in respect of the Trails within its plan of subdivision, at the same time as securities are posted in accordance with a subdivision agreement for that plan of subdivision. In the event that the Owner shall fail to construct the Trails in accordance with the foregoing, the Town shall be entitled to draw down on the Trails Security in order to complete such construction. The parties acknowledge and agree that the Owners shall only be required to construct from time to time those Trails which are located within each plan of subdivision or phase thereof which is registered in respect of its lands.

18.
 - (a) An Owner who has Trails within their lands, and who provides the Trails Security to the Town in respect of the construction of such Trails as per paragraph 17 hereinabove, shall be entitled to development charge credits to be applied against the parks (or other applicable) component of the Town's development charge, in an amount equal to the full amount of the Trails Security provided by such Owner. Such credits shall be applied against the parks (or other applicable) component of the Town's development charge which would otherwise be payable by the applicable Owner.
 - (b) In the event that the amount of the development charge credits available to such Owner's lands are less than the amount of the Trails Security provided by such Owner, then the Town shall reimburse the amount of Trails Costs incurred by such Owner, in excess of the development charge credits granted as aforesaid, to such Owner within sixty (60) days following completion of the applicable Trails and confirmation of the Trails Costs incurred by such Owner (as certified by such Owner's consulting engineer and/or landscape architect).
 - (c) In the event that the amount of the development charge credits available to such Owner's lands are sufficient to provide credits for the full amount of the Trails Security, then such credits shall be granted to such Owner based on the full amount of the Trails Security and such Owner shall not be required to subsequently account or adjust for the actual amount of the Trails Costs incurred by such Owner (i.e. whether or not the actual Trails Costs are more or less than the amount of the credits granted to the applicable Owner). The Owner shall also pay the remaining amount of the parks (or other applicable) component of the Town's development charge, if any, which may be payable after application of the development charge credits as contemplated herein, together with the payment of other development charges by such Owner.
 - (d) Notwithstanding the foregoing, the Town and the applicable Owner may enter into alternate arrangements in order to satisfy the over- or under-payment of Trails Costs.
19. The Owners' obligations to construct the Trails as aforesaid shall be subject to and conditional upon the finalization and approval by the Town and the Owners of the plans and specifications for such Trails and the estimated costs related thereto. The Town agrees that, in order to ensure that the Owners are fully reimbursed for the Trails Costs through development charge credits or reimbursements, as hereinabove set out, the costs and standards for the Trails which will be required by the Town to be constructed by the Owners pursuant to this Agreement shall not exceed the costs and standards for such Trails which are included in the Town's 2014 development charge by-law and related background study (the "DC Standards"). In the event that the Town shall require construction of Trails in addition to the DC Standards, then the costs of such additional facilities shall be included in the Trails Security and the applicable Owner shall be entitled to development charge credits for the costs related to such additional facilities in accordance with paragraph 18 hereinabove. In the event that an Owner shall elect to construct Trails in addition to or exceeding the DC Standards, then such Owner shall be solely responsible for all costs related to such additional Trails.
20. The Group acknowledges and agrees that the Trail lands conveyed to the Town pursuant to the foregoing shall not be included in the calculation of the Overall Parkland

Dedication and/or the Actual Parkland Dedication for the Community, except to the extent that such Trail lands are included in park lands to be dedicated by the Group in accordance with this Agreement.

ECOLOGICAL INTEGRITY MONITORING OF NATURAL HERITAGE SYSTEM LANDS

21. The parties agree that the Group shall make a payment to the Town, in the aggregate amount of \$275,000.00, on account of any and all ecological integrity monitoring which may be required by the Town (or other applicable authority) with respect to the natural heritage systems lands (including, but without limitation, woodlots and wetlands) located within the Community. Such payment shall be in full and final satisfaction of the Group's obligations with respect to such ecological integrity monitoring, and such ecological integrity monitoring shall be undertaken and completed by the Town and neither the Group nor any of the Owners therein shall have any obligation, responsibility or liability with respect thereto. Such payment shall be made upon full execution of this Agreement.

TOWN CONTRIBUTION TOWARDS HARTWELL WAY VALLEY CROSSING

22. The parties acknowledge and agree that the Group, in conjunction with the development of the lands, will be required to construct the Hartwell Way valleyland crossing (the "HWVC"). The Town has indicated that, as part of such construction, it may require the "oversizing" of the HWVC in order to accommodate pedestrian crossings below the HWVC (the "HWVC Oversizing"). The Town shall advise the Group, in writing, as to whether or not it requires the construction of the HWVC Oversizing to be completed by the Group, within thirty (30) days following delivery by the Group of a written estimate as to the costs associated with the HWVC Oversizing. In the event that the Town requires construction of the HWVC Oversizing as aforesaid, then the Town shall pay and reimburse the costs related to the design, engineering and construction of the HWVC Oversizing. The amount of such payment shall be based on the actual costs (hard and soft costs) incurred in respect of the HWVC Oversizing, as certified by the Group's consulting engineer, and shall be paid by the Town to the Trustee within sixty (60) days following completion of construction of the HWVC, as certified by the Group's consulting engineer. In the event that the Town elects not to proceed with the HWVC Oversizing, as aforesaid, then the Town shall pay and reimburse all costs incurred by the Group as a result of the HWVC Oversizing and/or arising from the Town's decision not to proceed with same (e.g. costs of re-designing the HWVC), within thirty (30) days following submission of a written invoice by the Trustee.

GENERAL PROVISIONS

23. The Trustee shall provide the Town with written confirmation, prior to the registration of any plan of subdivision within the Community, that such plan of subdivision is in conformity with this Agreement and the owner of the subject lands is a signatory to and in good standing with the Group's Cost Sharing Agreement.
24. The Town agrees not to approve plan registration with any landowner within the Community unless such a letter of confirmation has been received from the Group's Trustee confirming adherence to this Agreement and the Cost Sharing Agreement.

25. Any notices required or permitted to be given under this Agreement shall be forwarded to such party at the address set out below:

Town:

The Corporation of the Town of Aurora
100 John West Way, Box 1000
Aurora, Ontario
L4G 6J1
Attention: Town Clerk

Trustee:

Aurora 2C Landowners Group Inc.
c/o 7501 Keele Street
Suite 200
Vaughan, Ontario
L4K 1Y2
Attention: Helen A. Mihailidi


Group Manager:

c/o Malone Given Parsons Ltd.
140 Renfrew Drive
Suite 201
Markham, Ontario
L3R 6B3
Attention: Don Given / Joan MacIntyre

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their proper officers duly authorized in that behalf.


AURORA ZC LANDOWNERS GROUP INC.

Per: 
Name: MICHAEL N. DURKIN A.S.O.

Per: _____
Name: _____ A.S.O.

I/We have the authority to bind the corporation.

THE CORPORATION OF THE TOWN OF AURORA

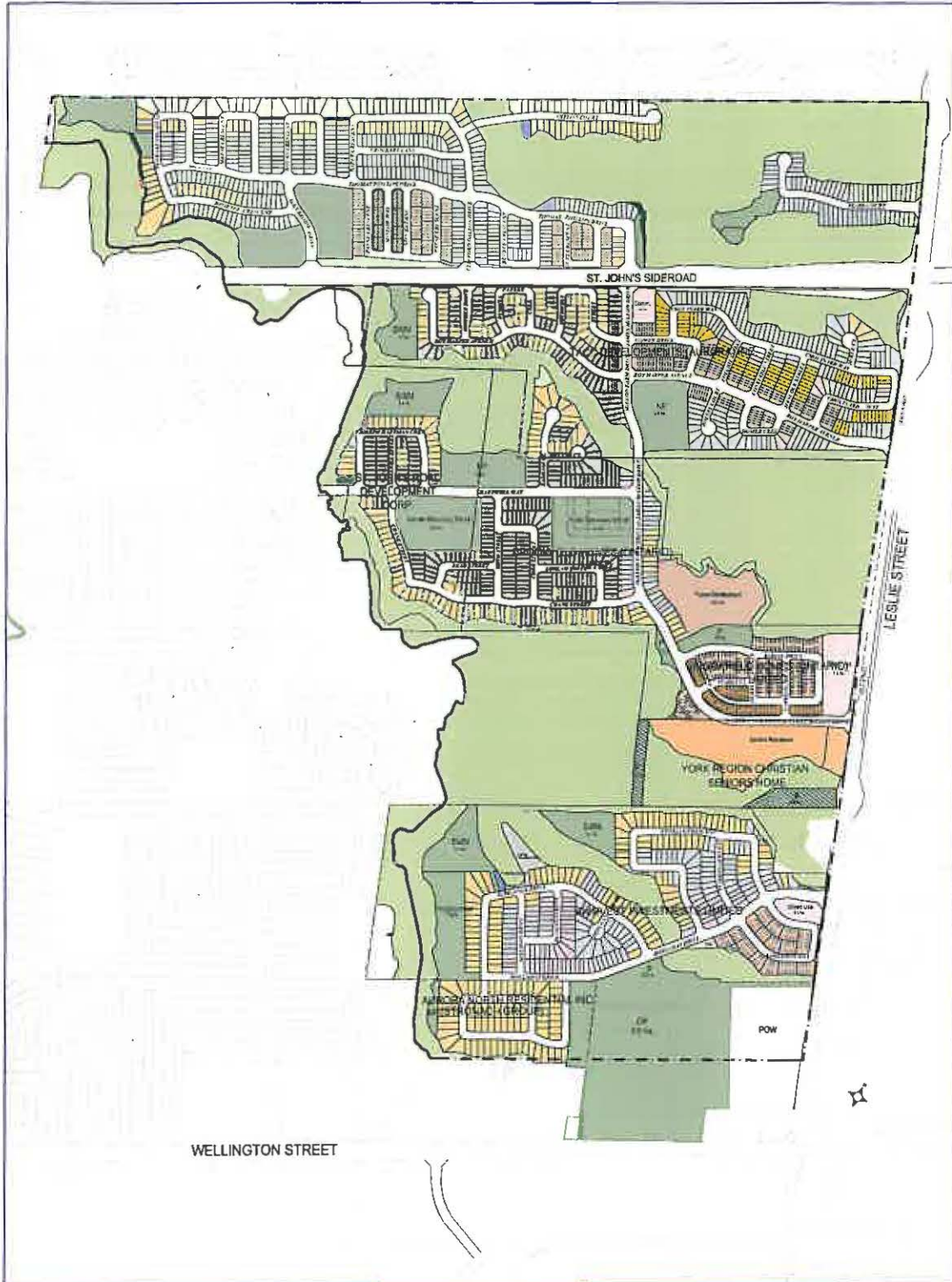
Per: 
Name: Geoffrey Dawe
Title: Mayor

Per: Warren Mar
Name: Warren Mar
Title: Town Clerk (Acting)

I/We have the authority to bind the Town.

*Approved as to Form
By Legal Services*
Signature: Warren Mar
Date: March 13, 2014

SCHEDULE A: AURORA 2C (WEST) COMMUNITY PLAN



AREA 2C, AURORA

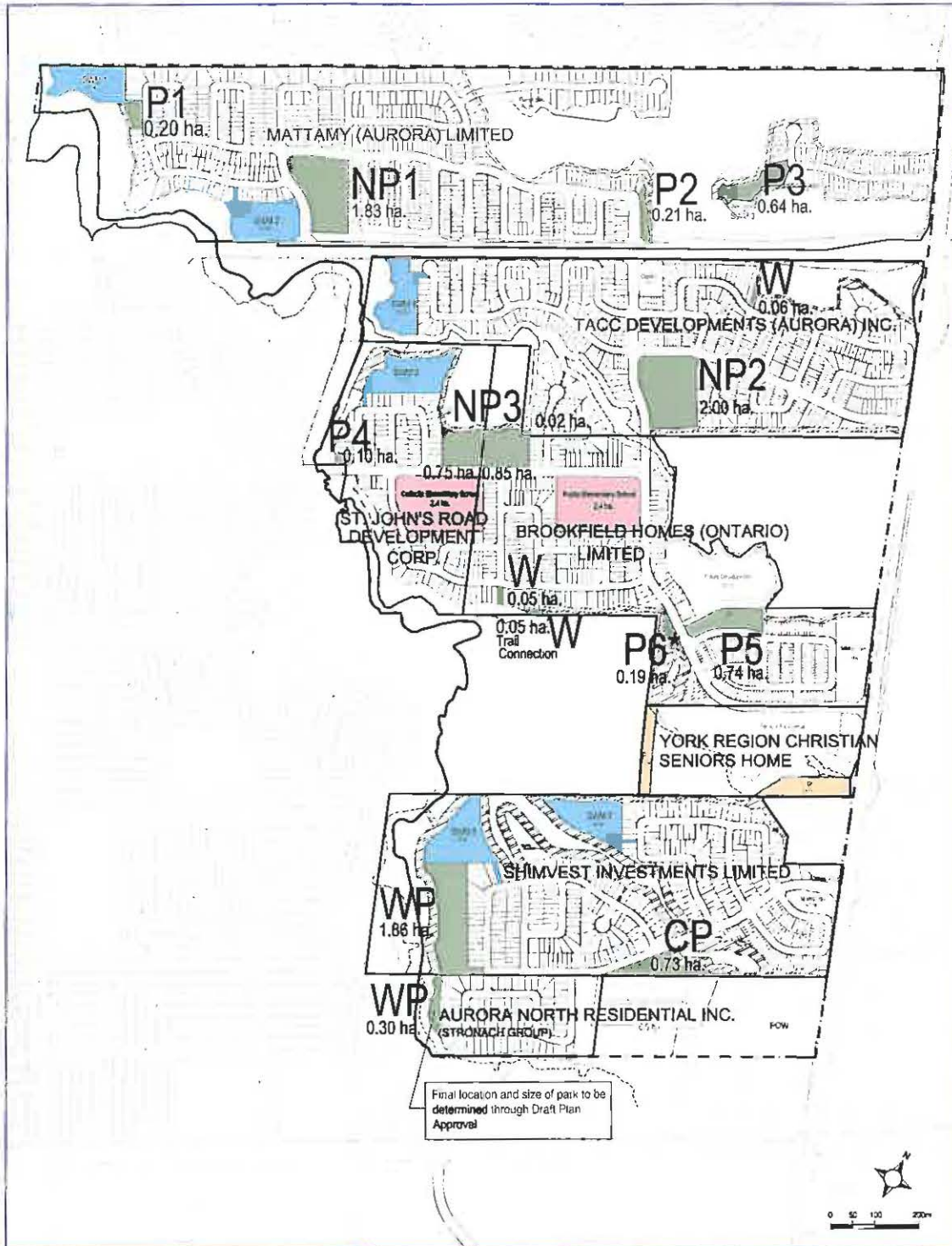
- | | | |
|--|---|--------------------|
| Single Family Residential Min. 15.0m (50') | Rear Lane Townhouses Min. 6.0m (20') | Vistas and Buffers |
| Single Family Residential Min. 13.0m (43') | Back to Back Townhouses Min. 6.4m (21') | Mixed Use |
| Single Family Residential Min. 11.0m (36') | Seniors Residence | Pumping Station |
| Single Family Residential Min. 9.0m (30') | Natural Heritage System | Future Development |
| Semi-detached Residential Min. 8.5m (28') | Parks, Schools, Storm Water Management | |
| Street Townhouses Min. 6.0m (20') | "Other" Open Space Lands | |

Date: March 12, 2014

Project No.: 05-1496

MALONE GIVEN PARSONS LTD.

SCHEDULE B: AURORA 2C (WEST) PARKLAND LOCATIONS & SIZES



AREA 2C, AURORA

Parkland Areas by Type

Area	Type
0.16	W Walkway & Trail Connection
0.73	CP Additional Community Park land
5.45	NP Neighbourhood Park as shown on Secondary Plan Schedule 'A'
1.89	P Parkette shown on Secondary Plan Schedule 'A'
0.18	P Parkette not shown in Secondary Plan
2.18	WP Wildlife Park shown on Secondary Plan Schedule 'A'
10.58	

[Hatched Box]	Buffers adjacent to parks and SWM
[Blue Box]	Storm water management facilities
[Pink Box]	School Sites
[Orange Box]	"Other" Open Space to be Conveyed to the Town

Date March 12, 2014
Project No 05-1486

MALONE GIVEN PARSONS LTD.

SCHEDULE C - PARKLAND DEDICATION TABLE

AURORA 2C (WEST) LANDS

PARKLAND DEDICATION (areas shown in hectares)

Parkland for Residential Units Only: Based on Dedication Requirement of 1 ha/300 Units or 5% of Developable Area (whichever is higher)

Draft Plan of Subdivision	Net Res. Dev. Area (ha.) (1)	Residential Units by Type					Total Residential Units	Park Required @			Park Supplied (3)			Parkland Supplied over Dedication Req'd
		Singles and Semi's	Town-houses	Condo Blocks - future	Apt. / MU	Seniors Apt.		1ha/300 units	5% dev. Area	Greater of the calculations (2)	NP & CP ha.	Parks, Parkettes & Wildlife Park	Total Area (ha.)	
TACC	34.04	408	145	0	0	0	553	1.84	1.70	1.84	2.02	0.06	2.08	0.24
St. John's Dev. (Metrus)	11.82	116	0	0	0	0	116	0.39	0.59	0.59	0.75	0.10	0.85	0.26
Brookfield (4)	28.86	234	165	65	175	0	639	2.13	1.44	2.13	0.85	1.03	1.88	(0.25)
York Region Christian Seniors (5)	4.24	0	0	0	0	350 - 430	430	1.43	0.21	1.43	0.00	0.00	0	(1.43)
Shimvest	28.25	273	72	8	12	0	365	1.22	1.41	1.41	0.73	1.86	2.59	1.18
Mattamy (revised plan)	46.67	547	200	0	0	0	747	2.49	2.33	2.49	1.83	1.05	2.88	0.39
Stronach (6)	5.7	90	0	0	0	0	90	0.3	0.30	0.30	0.00	0.30	0.30	0.00
Total 2C West Lands	159.58	1,668	582	73	187	350 - 430	2,940	9.80	7.98	10.19	6.18	4.40	10.58	0.39
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>g</i>	<i>h</i>	<i>i</i>	<i>j</i>	<i>k</i>	<i>l</i>	<i>m</i>	<i>n</i>

Note: Underdedication of park shown as (0.00).

(1) Net residential area excludes environmental lands, 2B lands on Shimvest and commercial lands on TACC assuming no residential uses.

(2) Park dedication requirement based on 1 ha/300 units or 5% of residential development area. Residential units in excess of those shown to be dealt with separately through cash-in-lieu with the Town. Comm'l park requirements assumed to be dealt with as cash-in-lieu with Town at 2%.

(3) See Parkland Areas Plan prepared by Malone Given Parsons Ltd. dated July 23, 2013. Park areas include walkways and parkettes smaller than 0.2 ha and reflect the approved draft plans and exclude buffers.

(4) Residential units on the Brookfield condo and apt. blocks are estimated.

(5) Residential units on the Seniors site estimated at 350 - 430. 430 units is used for calculating parkland dedication due to the Town while 350 has been agreed to for the purposes of group cost sharing. Nursing home beds have not been included in units.

Open Space to be conveyed to the Town at has not been included in Park Supplied area.

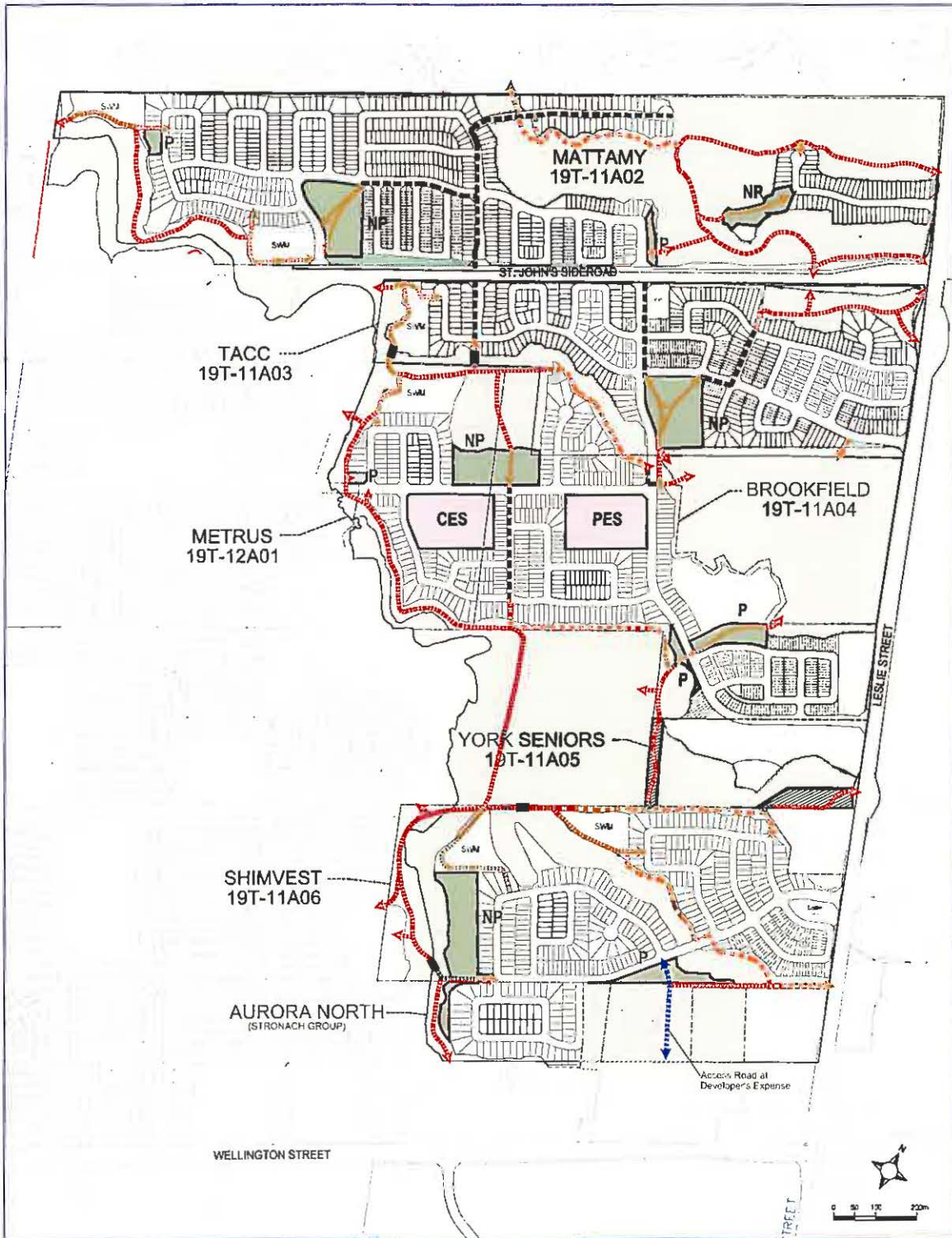
(6) No plan has been submitted for Stronach lands, parkland required based on 5% or equivalent of 90 units @ 1ha/300 units.

(7) Dates of approved draft plans are:
 TACC - May 7, 2013 - Parkland Supplied includes 12m Walkway
 St. John's Dev. - May 7, 2013
 Brookfield - March 25, 2013 - Parkland Supplied includes 12m Walkway
 York Region Christian Seniors - January 14, 2013
 Shimvest - May 1, 2013
 Mattamy - September 12, 2013

March 12 2014

**MALONE GIVEN
PARSONS LTD.**

SCHEDULE D: TRAILS TO BE BUILT BY TOWN AND OWNERS



AREA 2C, AURORA

- | | |
|---|--|
|  Trails by Town of Aurora |  Parks |
|  Trails by Owner |  "Other" Open Space Lands |
|  Trails in Parks or on SWM Access Roads (by Owner) |  Vista Blocks / Grading Buffers |
|  On Street Trail Connection (by Owner) |  Natural Heritage System |
|  Park Access Road by Aurora at Developer's Expense |  CES Catholic Elementary School |
|  Boardwalk |  PES Public Elementary School |



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MEMORANDUM

DATE: March 24, 2015

TO: Mayor and Members of Council

FROM: Marco Ramunno, Director of Planning & Development Services

RE: Additional Information for Item 16 – Report No. PL15-020
Proposed Plan of Subdivision and Zoning By-law Amendment
Eyelet Investment Corp.
1114 Wellington Street East
Files: SUB-2014-03 and ZBA-2014-08

RECOMMENDATION

THAT the memorandum regarding Additional Information for Item 16 – Report No. PL15-020 – Proposed Plan of Subdivision and Zoning By-law Amendment, Eyelet Investment Corp., 1114 Wellington Street East, Files: SUB-2014-03 and ZBA-2014-08 be received; and

THAT Condition #58 be removed from the Conditions of Approval attached as Schedule “A” to Report No. PL15-020 in favour of a clause inserted into the Subdivision Agreement.

BACKGROUND

Staff have been working with the 2C Landowners Group regarding the financial contribution towards the Town’s future construction of community recreational facilities and an agreement has been reached regarding the Group’s contribution. The Town acknowledges the Group’s contributions including contributions to the Wildlife Park, Southlake Regional Health Centre and Aurora Family Leisure Centre amounting to approximately \$1,600 per unit.

It is recommended that the condition be removed and that a clause will be included in the future subdivision agreements to be registered within the 2C Planning Area, which is a consistent approach to the other 2C owners.