



TOWN OF AURORA
ADDITIONAL ITEMS
FOR GENERAL COMMITTEE MEETING

Tuesday, April 5, 2016
7 p.m.
Council Chambers

- **Revised General Committee Meeting Agenda Index**

- **Item 10 – Memorandum from Acting Director of Legal & Legislative Services/Town Clerk; Re: Brookfield Homes (Ontario) Ltd. – Vegetation Management Agreement** pg. 45

- **Notice of Motion (a) Councillor Abel; Re: Disclosure of Information Regarding Property Acquisition in the Aurora Promenade Area** pg. 55

PUBLIC RELEASE
March 29, 2016



**TOWN OF AURORA
GENERAL COMMITTEE MEETING
AGENDA (REVISED)**

Tuesday, April 5, 2016
7 p.m.
Council Chambers

Councillor Gaertner in the Chair

- 1. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

- 2. APPROVAL OF THE AGENDA**
RECOMMENDED:
THAT the agenda as circulated by Legal and Legislative Services be approved.

- 3. DETERMINATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

- 4. ADOPTION OF ITEMS NOT REQUIRING SEPARATE DISCUSSION**

- 5. DELEGATIONS**

- 6. PRESENTATIONS BY THE ADVISORY COMMITTEE CHAIR**

- 7. CONSIDERATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

- 8. NOTICES OF MOTION**

- (a) **Councillor Abel** pg. 55
**Re: Disclosure of Information Regarding Property Acquisition
In the Aurora Promenade Area**

9. NEW BUSINESS/GENERAL INFORMATION

10. CLOSED SESSION

11. ADJOURNMENT

AGENDA ITEMS

1. **BBS16-004 – Mandatory Sewage System Maintenance Inspection Program for Private Properties** pg. 1

RECOMMENDED:

THAT Report No. BBS16-004 be received; and

THAT a public meeting be held to inform property owners of the Sewage System Maintenance Inspection Program; and

THAT the public meeting be used to introduce a new fee related to the Sewage System Maintenance Inspection Program in accordance with the *Building Code Act* and regulations; and

THAT staff bring forward the necessary amendments to Building By-law No. 5402-12, as amended, to implement the Sewage System Maintenance Inspection Program to a future Council meeting.

2. **IES16-032 – Backyard Composting Program Update** pg. 7

RECOMMENDED:

THAT Report No. IES16-032 be received for information.

3. **IES16-033 – Solar Panel Option for the New Operations Centre** pg. 11

RECOMMENDED:

THAT Report No. IES16-033 be received; and

THAT the 2016 Capital Budget be increased by \$130,000 for the installation of a 40 kW solar panel system at the new Operations Centre, to be funded from the Green Initiatives Reserve fund; and

THAT staff be authorized to negotiate an agreement for the installation of a 40kW solar panel system at the new Operations Centre with our current vendor Solera; and

THAT the Mayor and Town Clerk be authorized to execute the Agreement with Solera, including any and all documents and ancillary agreements required to give effect to same; and

THAT all net energy savings generated from the solar panel system be returned to the Green Initiatives Reserve fund for a minimum period of 25 years.

4. IES16-034 – Award of Tender IES 2016-18 for the Supply and Installation of Two New Ice Plant Condensers for the Aurora Community Centre pg. 16

RECOMMENDED:

THAT Report No. IES16-034 be received; and

THAT Tender IES 2016-018 for capital project #72175 for the supply and installation of two new Ice Plant Condensers for the Aurora Community Centre be awarded to CIMCO Refrigeration in the amount of \$133,660.00 excluding taxes; and

THAT the Mayor and Town Clerk be authorized to execute the necessary Agreement, including any and all documents and ancillary agreements required to give effect to same.

5. PRS16-016 – Culture and Recreation Grant Semi-Annual Allocation for March 2016 pg. 20

RECOMMENDED:

THAT Report No. PRS16-016 be received for information.

6. PRS16-018 – Music Strategy pg. 23

RECOMMENDED:

THAT Report No. PRS16-018 be received; and

THAT the Music Strategy attached to Report No. PRS16-018 be endorsed; and

THAT staff be directed to apply for funding from the Ontario Music Fund Grant to support the initiatives identified in the Music Strategy.

7. Accessibility Advisory Committee Meeting Minutes of March 2, 2016 pg. 31

RECOMMENDED:

THAT the Accessibility Advisory Committee meeting minutes of March 2, 2016, be received for information.

8. Heritage Advisory Committee Meeting Minutes of March 7, 2016 pg. 36

RECOMMENDED:

THAT the Heritage Advisory Committee meeting minutes of March 7, 2016, be received for information.

9. Economic Development Advisory Committee Meeting Minutes of March 10, 2016 pg. 41

RECOMMENDED:

THAT the Economic Development Advisory Committee meeting minutes of March 10, 2016, be received for information.

**10. Memorandum from Acting Director of Legal & Legislative Services/
Town Clerk** pg. 45
Re: Brookfield Homes (Ontario) Ltd. – Vegetation Management Agreement

RECOMMENDED:

THAT the memorandum regarding Brookfield Homes (Ontario) Ltd. – Vegetation Management Agreement be received for information.



100 John West Way
Box 1000
Aurora, Ontario
L4G 6J1
Phone: 905-727-3123 ext. 4771
Email: shuycke@aurora.ca
www.aurora.ca

**Town of Aurora
Legal & Legislative Services**

MEMORANDUM

DATE: April 5, 2016
TO: Mayor and Members of Council
FROM: Stephen M.A. Huycke, Acting Director of Legal & Legislative Services/Town Clerk
RE: Brookfield Homes (Ontario) Ltd. – Vegetation Management Agreement

RECOMMENDATIONS

THAT the memorandum regarding Brookfield Homes (Ontario) Ltd. – Vegetation Management Agreement be received for information.

COMMENTS

On January 26, 2016, Council adopted the following resolution:

“THAT Report No. PRS16-004 be received; and

THAT a Pre-Development Tree Protection and Compensation Agreement with Brookfield Homes Ltd. be approved by Council to ensure that the applicant is bound by terms and conditions associated with tree protection and compensation in accordance with Town policy and to the satisfaction of the Director of Parks and Recreation Services prior to the removal of any trees on this property; and

THAT, subject to any requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, the final Pre-Development Tree Protection and Compensation Agreement with Brookfield Homes Ltd. be placed on a future General Committee meeting agenda for information; and

THAT the Mayor and Town Clerk be authorized to enter into an Agreement with Brookfield Homes Ltd., including any and all documents and ancillary agreements required to give effect to same.”

Attached (Attachment 1) is a copy of the executed Agreement between the Town and Brookfield Homes (Ontario) Ltd. (“Brookfield”). The Agreement was signed by the Town on February 22, 2016, and finalized by registering it on title on April 1, 2016. Section 5.1 of the Agreement has been partially redacted pursuant to section 10 of the *Municipal Freedom of Information and Protection of Privacy Act* as it contains commercial and financial information belonging to Brookfield.

Vegetation Management Agreement

THIS DEVELOPMENT AGREEMENT made as of the 26th day of January, 2016.

BETWEEN

BROOKFIELD HOMES (ONTARIO) LIMITED
(hereinafter called the "Owner")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF AURORA
(hereinafter called the "Town")

PARTY OF THE SECOND PART

WHEREAS Town Council on January 26, 2016 authorized the Town to enter into a Pre-development Tree Protection and Compensation Agreement respecting the removal of trees from the Owner's lands;

AND WHEREAS subsection 71(1) of the *Land Titles Act*, R.S.O., 1990, c. L.5, as amended allows any person entitled to or interested in any unregistered estates, rights, interests or equities in registered land to protect same from being impaired by an act of the registered owner by entering on the register such notices, cautions, inhibitions or other restrictions;

AND WHEREAS the Owner and the Town have agreed to set out and be bound by the terms and conditions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and promises contained herein and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

SECTION 1 DESCRIPTION OF LAND

1.1 The lands affected by this Agreement are described as Part Lot 75, Con 1 (W), Part 1, 65R-35169; t/w easement over Part Lot 75, Con. 1 (W), Part 2 as in R698511; t/w easement over Part of Common Elements of YRCP No. 676, Part 3, 65R35169 as in R457895 as amended by as in R460060; Town of Aurora, Regional Municipality of York as described in PIN 03673-0276, municipally known as 155 Vandorf Sideroad, Aurora, and the Owner warrants and represents that it is the registered owner in fee simple of such lands as described in the recitals to this Agreement.

SECTION 2 DEFINITIONS

2.1 In this Agreement, the following terms shall have the following meanings:

- (a) "Agreement" means this Agreement, and includes all the schedules referred to herein;
- (b) "Director of Parks & Recreation Services" means the Director of Parks & Recreation Services for the Town of Aurora, or his/her designate;
- (c) "Lands" means any or all of the real property more particularly described in Section 1.1 herein;
- (d) "Owner" means the registered owners of the Lands, being a listed party to this Agreement, its successors in title, assigns or mortgagees in possession and its invitees, contractors, employees, licenses and agents;

- (e) "Securities" means all cash, letters of credit or other securities provided by the Owner to the Town pursuant to Section 5 of this Agreement;
 - (f) "Site Works" means any tree removal including, but not limited to, clearing or grubbing, placing of fill, grading and/or excavation on the Lands required to facilitate the development and site alterations and Vegetation removal referred to in this Agreement;
 - (g) "Town" means The Corporation of the Town of Aurora; and
 - (h) "Vegetation" means any and all plant life, trees and shrubs including vegetation groupings and individual stems smaller than 100 mm DBH, under storey and ground cover vegetation which are not individually identified on Schedules "A", "B" and "C" attached to this Agreement, but which is found on the Lands and which comprises the total vegetation on the Lands.
- 2.2 Words or definitions importing the singular include the plural thereof and conversely any words importing gender include the masculine, feminine, and neuter.
- 2.3 The division of this Agreement into sections and the insertion of headings exist only for convenience of reference and are not intended to affect the Site Works or interpretation of this Agreement.

SECTION 3 COMPLIANCE WITH DEVELOPMENT REQUIREMENTS

3.1 Development Requirements

The Owner agrees that prior to commencement of any Site Works on the Lands, the Owner shall:

- (a) complete all Site Works in accordance with the: i) Arborist Report prepared by Beacon Environmental dated March 30, 2015, attached hereto as Schedule "A" to this Agreement (hereinafter called the "Arborist Report"); ii) Tree Removal and Preservation Plan prepared by Beacon Environmental dated December, 2015, attached hereto as Schedule "B" to this Agreement (hereinafter called the "Site Plan"); and iii) Addendum to Arborist Report prepared by Beacon Environmental dated January 18, 2016, attached hereto as Schedule "C" to this Agreement (hereinafter called the "Tree Evaluation"); and
- (b) install or cause to be installed tree protection fencing along the limits of the construction/building area identified within the Arborist Report and the Site Plan.

SECTION 4 PRESERVATION OF VEGETATION

4.1 The Owner agrees that the Owner shall:

- (a) complete any and all Vegetation preservation measures in accordance with this Agreement to the satisfaction of the Director of Parks & Recreation Services;
- (c) not disturb any Vegetation to be preserved pursuant to this Agreement except in accordance with the terms and conditions hereof;
- (d) install and maintain in good condition during the completion of the Site Works all tree protection fencing/hoarding to the satisfaction of the Director of Parks & Recreation Services;

- (e) notify the Director of Parks & Recreation Services at the time of installation of tree protection fencing/hoarding and the Director's approval must be obtained for fencing/hoarding locations prior to any Vegetation or tree removal and prior to the commencement of the Site Works or any Construction on the Lands;
- (f) implement all arboricultural practices and protection measures as outlined in the Arborist Report and the Site Plan; and
- (g) replace to the satisfaction of the Director of Parks & Recreation Services any Vegetation which is to be preserved pursuant to this Agreement and which is removed, damaged or dies as a result of the Site Works and to provide compensation plantings in accordance with the Tree Evaluation and subsection 5.3 of this Agreement.

SECTION 5 SECURITIES

- 5.1 The Owner agrees to provide the Town with Securities [REDACTED] in a form satisfactory to the Town to guarantee compliance with the Vegetation preservation requirements as set out in Section 4 of this Agreement.
- 5.2 The Owner and the Town agree that in the event that the Owner fails to comply with the Vegetation preservation requirements as set out in Section 4 of this Agreement, the Owner shall be in default hereunder and the Town shall notify the Owner in writing of such default and the steps and actions required to be taken by the Owner to remedy same. If the notice of default is not complied with and the default has not been remedied within ten (10) days from the date of the issuance of such notice, the Town may, in its sole discretion, draw upon and utilize the Securities to complete the Vegetation preservation requirements as set out in Section 4 of this Agreement. The Town's use of the Securities shall not relieve the Owner of its obligations pursuant to this Agreement.
- 5.3 The Owner and the Town agree that the Securities may be released provided that the Vegetation preservation requirements set out in Section 4 of this Agreement have been completed to the satisfaction of the Director of Parks & Recreation Services and compensation plantings equal to the full amount of the Securities as set out in the Tree Evaluation are completed on the Lands, or if there is insufficient space on the Lands to accommodate the full value of the said compensation plantings, the Owner covenants and agrees to pay a fee to the Town representing an amount equal to the value of the incomplete compensation plantings set out in the Tree Evaluation and in accordance with the Town's Tree Removal/Pruning and Compensation Policy to the satisfaction of the Director of Parks & Recreation Services. All reductions and final release of Securities shall be subject to the recommendations of the Director of Parks & Recreation Services.
- 5.4 The Owner and the Town agree that Securities may be provided in the form of irrevocable letters of credit issued by a financial institution to the satisfaction of the Town.
- 5.5 The Owner and the Town agree that if this Agreement is assigned by the Owner to a different owner(s), the Town may, in its sole discretion, require the amount of the Securities required pursuant to this Agreement to be increased.
- 5.6 The Owner and the Town agree that Securities held by the Town will not accrue any interest and no interest shall be payable to the Owner.

SECTION 6 GENERAL CONDITIONS

6.1 Registration of Agreement

The Owner acknowledges and agrees that this Agreement shall run with and bind the Lands and successors in title thereof and that:

- (a) this Agreement shall be registered on title to the Lands in the appropriate Land Registry Office by the Town; and
- (b) the Owner shall obtain and register a discharge or a consent and postponement of any encumbrance on the Lands to this Agreement, with the intent that any such prior encumbrance will postpone its rights or interests which it may have in the Lands so that this Agreement shall take effect as though executed and registered prior to the creation of such right or interest of such party by the execution and registration of any mortgage or other encumbrance creating or defining such rights or interests. Any consent and postponement by a mortgagee of the Lands shall be in form and substance satisfactory to the Town in its sole discretion, and shall be provided prior to the execution of this Agreement by the Town and registered on title by the Town.

6.2 Release of Agreement

The Owner may make a written request to the Town Clerk for the release of this Agreement from the title to the Lands. The Town shall release this Agreement from the title to the Lands in accordance with the Owner's request and this Agreement shall be at an end, provided that any and all remaining Securities have been released to the Owner as confirmed by the Director of Parks & Recreation Services.

6.3 Fees

The Owner shall be solely responsible for and shall pay any and all costs associated with this Agreement including any and all costs incurred by the Town as a result of the registration and/or release of any other documents pertaining to this Agreement. The Owner agrees to submit to the Town, prior to execution of this Agreement, the Town's administration fee in the amount of One Thousand Six Hundred Dollars (\$1,600.00) for the preparation of this Agreement as well as the Town's registration fee in the amount of Two Hundred Dollars (\$200.00) for the registration of this Agreement, which fees include Harmonized Sales Tax ("H.S.T."). Any registration fees associated with the registration of any discharge of consent and postponement of any encumbrance on the Lands shall be paid by the Owner.

6.4 Notice

Any notice(s) or communication(s) given pursuant to this Agreement shall be in writing, duly signed by the party giving such notice and may be delivered personally or sent by facsimile, charges prepaid as described below, and shall be deemed to have been validly and effectively given and received if delivered personally, on the date of such delivery, and if transmitted by facsimile, on the date received, unless in either case such notice or communication is received as the case may be after 4:00 p.m. local time or on a day other than a Business Day (being Monday through Friday both inclusive except for statutory holidays in the Province of Ontario) in which case such notice or communication shall be deemed to be received on the next Business Day:

Town: Town of Aurora, Attention: Town Clerk
1 Municipal Drive, Box 1000, Aurora, Ontario, L4G 6J1
Fax No. (905)-726-4732

Vegetation Management Agreement

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Owner: Brookfield Homes (Ontario) Limited
7303 Warden Avenue, Suite 100
Markham, ON L3R 5Y6
Fax No. (905) 477-9001

6.5 Inspections by Town Staff

The Town, by its employees and agents, may enter on any part of the Lands at any time during the currency of this Agreement to ensure proper compliance with any of the terms of this Agreement.

6.6 Remedies

It is expressly understood and agreed that the remedies of the Town pursuant to this Agreement are cumulative, not alternative, and the exercise by the Town of any right or remedy for the default or breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of, or alter, affect, or prejudice any other remedy or other rights or remedies to which the Town may be lawfully entitled for the same default or breach. Any waiver by the Town of the strict observance, performance, or compliance by the Owner of any term, covenant, condition, or agreement herein contained or any indulgence granted by the Town to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner nor entitle the Owner to any similar indulgence heretofore granted.

6.7 Binding on Successors

It is hereby agreed by the parties herein that this Agreement shall be enforceable by and against the parties herein, their heirs, executors, administrators, successors, and assigns, and that the Agreement and all the covenants by the Owner herein contained shall run with the Lands for the benefit of the Town.

6.8 Compliance with Applicable Laws

The Owner shall, at its own expense, comply with or cause to be complied with, all laws, rules, requirements, directions, orders, ordinances, by-laws and regulations of all federal, provincial, and municipal authorities

The Owner must obtain and maintain, at its own cost, all permits, licenses, regulatory approvals and certificates required to perform the Site Works. If requested by the Town, the Owner must provide to the Town a copy of any required permit, license, regulatory approval or certificate.

6.9 Indemnity

The Owner acknowledges and agrees that the Owner shall defend, save harmless and fully indemnify the Town from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Town and from and against all losses, costs, charges, legal fees, damages, and expenses which may be sustained, incurred or paid by the Town arising in any way by reason of any work performed and/or approvals to be obtained by the Owner pursuant to this Agreement, including any materials installed and/or any work done by the Town in default of the obligations of the Owner.

6.10 Entire Agreement

This Agreement and all Schedules attached hereto constitutes the entire agreement of the parties and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter hereof, whether oral or written. This Agreement may not be modified or amended except pursuant to an agreement in writing executed by the authorized representatives of the Town and the Owner.

Vegetation Management Agreement

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6.11 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

6.12 Severability

If any provision or provisions of this Agreement are found to be void, voidable, illegal or unenforceable, it or they shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in full force and effect and shall be binding upon the parties hereto as though the said provision or provisions had never been included.

IN WITNESS WHEREOF the Parties herein have hereunto affixed their corporate seals, duly attested by the hands of the proper signing officers in that behalf, and the Parties and witnesses have hereunto set their hand and seal.

**BROOKFIELD HOMES (ONTARIO)
LIMITED**

Per:

Name:

Sid Kerryan

Title:

ASO

Name:

David Murphy

Title:

ASO

(I/We have the authority to bind the Corporation)

**THE CORPORATION OF THE
TOWN OF AURORA**

Geoffrey Dawe

Geoffrey Dawe, Mayor

Stephen M.A. Huycke
Stephen M.A. Huycke, Town Clerk

Date: *February 22nd, 2016*

*Approved as to Form
By Legal Services*

Signature: *[Signature]*
Date: *Feb. 3, 2016*

Vegetation Management Agreement

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SCHEDULE "A"

Arborist Report

This Schedule is incorporated by reference and shall form part of this Agreement whether or not attached hereto and can be viewed at the offices of the Town of Aurora, 100 John West Way, Aurora, Ontario.

Vegetation Management Agreement

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SCHEDULE "B"

Site Plan

This Schedule is incorporated by reference and shall form part of this Agreement whether or not attached hereto and can be viewed at the offices of the Town of Aurora, 100 John West Way, Aurora, Ontario.

Vegetation Management Agreement

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SCHEDULE "C"

Tree Evaluation

This Schedule is incorporated by reference and shall form part of this Agreement whether or not attached hereto and can be viewed at the offices of the Town of Aurora, 100 John West Way, Aurora, Ontario.



NOTICE OF MOTION

Councillor John Abel

Date: April 5, 2016

To: Mayor and Members of Council

From: Councillor Abel

Re: Disclosure of Information Regarding Property Acquisition in the Aurora Promenade Area

WHEREAS the Town of Aurora believes in accountability and transparency, while respecting the need to protect taxpayers by discussing confidential property acquisitions and dispositions in Closed Session; and

WHEREAS Council has made a final decision on a potential acquisition or disposition of property in the Aurora Promenade Area and does not need to keep all information confidential;

NOW THEREFORE BE IT HEREBY RESOLVED THAT staff be directed to make public those portions of the confidential Closed Session staff reports pertaining to the acquisition and disposition of land regarding the Aurora Promenade Area (15157, 15165 and 15171 Yonge Street) where disclosure would not be harmful to the Town as determined by the Town's legal counsel, and where the Town is not required to maintain confidentiality under the *Municipal Freedom of Information & Protection of Privacy Act*; and

BE IT FURTHER RESOLVED THAT the disclosure of the confidential Closed Session staff reports occur on or prior to Council consideration of the Cultural Precinct Plan.