



Committee of the Whole
Agenda published June 27, 2025
Addendum published June 30, 2025
Revised Addendum published July 4, 2025

Date: July 7, 2025
Time: 9:30 am
Location: Council Chambers, City Hall, second floor

Pages

6. Delegations

- 6.1 *Vincent Sowa, representing Burlington Agricultural & Rural Affairs Advisory Committee, regarding Burlington Agricultural Action Plan (DGM-47-25)*
- 6.2 *Kimberly Calderbank, Burlington Aquatic Devilrays, regarding confidential legal report on potential litigation for aquatics procurement (LLS-42-25)*
- 6.3 *Katie Lebel, Burlington Aquatic Devilrays, regarding confidential legal report on potential litigation for aquatics procurement (LLS-42-25)*
- 6.4 *Piers Allington, Burlington Aquatic Devilrays, regarding confidential legal report on potential litigation for aquatics procurement (LLS-42-25)*
- 6.5 *Colleen Bent, Golden Horseshoe Aquatic Club, regarding confidential legal report on potential litigation for aquatics procurement (LLS-42-25)* 1 - 12

7. Consent Items

- 7.6 *Proposed public access easement encroachment – 419 Brant Street (DGM-60-25) (GM)* 13 - 69

Conditionally approve three (3) private encroachments (two [2] permanent and one [1] seasonal) into the City's 128 square metre public access easement located at the north-east corner of Brant Street and James Street, as set out in development and growth management report DGM-60-25; and

Instruct the Commissioner, Legal and Legislative Services to draft, execute and register an encroachment and consent agreement between the proponent and the City to establish the terms of use for that space.

8. Community and Corporate Services

8.1 2026 financial forecast (FIN-24-25)

- a. *Supplemental information memo and revised Appendix A regarding 2026 financial forecast (FIN-24-25)* 70 - 72

11. Public Works

11.3 2025 Corporate Asset Management Plan (PWS-30-25)

- a. *Staff presentation regarding 2025 Corporate Asset Management Plan (PWS-30-25)* 73 - 95

13. Statutory Public Meetings

13.1 Official Plan Amendment and Zoning By-law Amendments for 35 Plains Road East (DGM-40-25)

- a. *Staff presentation regarding Official Plan Amendment and Zoning By-law Amendment for 35 Plains Road East (DGM-40-25)* 96 - 102
- b. *Kregg Fordyce, KFA Architects & Planners, Official Plan Amendment and Zoning By-law Amendment for 35 Plains Road East (DGM-40-25)* 103 - 123

13.2 Zoning By-law Amendment for 1510 and 1515 North Service Road and 2202-2208 Industrial Street (DGM-52-25)

- a. *Staff presentation regarding Zoning By-law Amendment for 1510 and 1515 North Service Road and 2202-2208 Industrial Street (DGM-52-25)* 124 - 129
- b. *Evan Sugden, The Biglieri Group, Zoning By-law Amendment for 1510 and 1515 North Service Road and 2202-2208 Industrial Street (DGM-52-25)* 130 - 140

14. Information Items

- 14.1 *Correspondence from representatives of the Burlington Aquatic Devilrays (BAD) regarding confidential legal report on potential litigation for aquatics procurement (LLS-42-25)* 141 - 171

- 14.2 *Correspondence from Amy Schnurr, Burlington Green, regarding Electric Vehicle Charging Policy and fee options (PWS-02-25) and Burlington Agricultural Action Plan (DGM-47-25)* 172 - 173

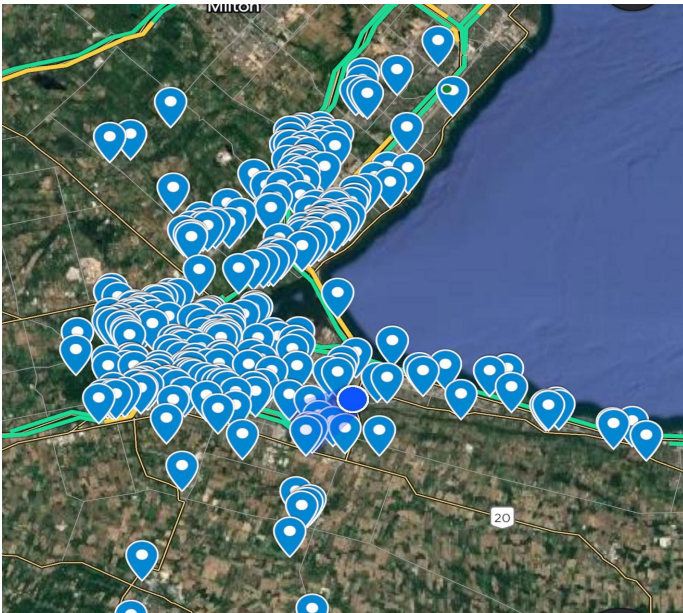


Golden Horseshoe Aquatic Club 2025 RFP Announcement

Our Perspective on the Competitive
Youth Swimming Contract

Who We Are

- GHAC serves the entire Golden Horseshoe: Burlington, Hamilton, Dundas, Stoney Creek
- 20+ years of community involvement
- Inclusive organization that supports and provides high quality programming for youth



2024-2025 GHAC
Membership Geographic
Population

Respecting the Process

- GHAC upheld confidentiality during the RFP process and refrained from commenting
- Now that the contract has been awarded, we're sharing our side

Our RFP Journey

- 2009 – 2020 Used City facilities with a multi-user group allocation approach (similar to most other sports in the city)
- 2020: Submitted proposal, not selected
 - Accepted the result, requested debrief, and improved
 - Continued to provide services in Burlington in non-city owned facilities
- 2025: Submitted RFP again—this time, awarded the contract!

Setting the Record Straight

- Incumbent's contract ended ; no one 'lost' pool time
- Feb 2025 – GHAC approached incumbent to request a meeting to approach city on shared access to city pools
 - Meeting offer was sent to BAD President, Vice President and Head Coach
 - Meeting was declined by BAD Head Coach on behalf of the organization

Commitment to Inclusion

- GHAC supports all swimmers: Olympic and Paralympic stream
- Supported integration between able-bodied and para-athletes
- Fully integrated swimming program for person's with a disability from grassroots to elite. Para swimming combines a broad range of disabilities into three categories:
 - Visual
 - Physical
 - Intellectual
- Coaches with international para experience

Addressing Residency Stats

- In 2024-2025 we trained out of 10 facilities outside of city limits, 2 within Burlington
- 28% statistic provided by Swim Ontario reflects total membership of our entire organization, not the location where swimmers are training
- 85%+ of Burlington-based swimmers are Burlington residents
- We meet all residency requirements

Professionalism & Integrity

- Responsive to all inquiries
- Respect allocation processes set out by municipalities, universities, and private facilities
- History of honoring contracts (2009–2020 with Burlington)
- Operate with transparency and respect

Our Coaching Team

- **GHAC Coaching Team – Key Highlights**
 - Award winning staff
 - Diverse coaching team with over 200 years of combined experience
 - Proven provincial, national and international leadership
 - Focused on technical excellence, athlete well-being, and inclusive growth
 - Coaches with varsity experience
 - Supports transition from club to University athletics
 - Actively involved with Swim Ontario and Swimming Canada committees

Looking Ahead

- 130+ tryouts scheduled through the next few weeks
- ALL inquiries are responded to
- A new chapter for all Burlington youth and families
- All swimmers are welcome to grow with us
 - GHAC finds the right spot for all swimmers.
 - Promotes growth in the individual both in and out of the water

Our Commitment to the Community

Proud. Focused. United.

- **Inclusive Team Culture**

Welcoming swimmers of all backgrounds, skill levels

- **Excellence in Training**

Expert coaching that builds confidence, strength, and sportsmanship

- **Community Engagement**

Actively supporting local events, service projects, and youth outreach.

- **Leadership Through Sport**

Developing discipline, teamwork, and personal growth — in and out of the pool.

- **Family-Focused Atmosphere**

Strong parent support, volunteer spirit, and lifelong friendships.



We're excited for a bright, inclusive future—
together

SUBJECT: Proposed public access easement encroachment – 419 Brant Street

TO: Committee of the Whole

FROM: Development and Growth Management
Community Planning

Report Number: DGM-60-25

Wards Affected: 2

Date to Committee: July 7, 2025

Date to Council: July 15, 2025

Recommendation

Conditionally approve three (3) private encroachments (two [2] permanent and one [1] seasonal) into the City's 128 square metre public access easement located at the north-east corner of Brant Street and James Street, as set out in development and growth management report DGM-60-25; and

Instruct the Commissioner, Legal and Legislative Services to draft, execute and register an encroachment and consent agreement between the proponent and the City to establish the terms of use for that space.

Executive Summary

Purpose of report:

- To recommend conditional approval of proposed encroachments into a Public Access Easement located at the northeast corner of Brant Street and James Street. Staff are of the opinion that the proposed encroachments, as modified by staff, are appropriate with a condition that the proponents enter into an Encroachment Agreement with the City that will stipulate the terms of use for the space.

Recommendation Report

Background

Description of Property

419 Brant Street, 2007 James Street and 2011 James Street are properties located along the north side of James Street, between Brant Street and John Street in downtown Burlington. These properties were part of a comprehensive mixed-use tall building development approved in 2017 and recently constructed.

The approved development was subject to the provision of a number of community benefits under the previous Section 37 regime of the *Planning Act*, which permitted municipalities to secure community benefits in exchange for increased height and density.

As set out in Report PB-33-18, one of the community benefits secured as part of this development related to ‘the provision of public areas, crosswalks, and walkways, and connections to external walkways / trail systems.’ The Developer agreed to provide public access by way of an easement to be registered on title for lands located at the northeast corner of Brant Street and James Street, the minimum dimensions of which are in the form of a triangle measured at 16 metres x 16 metres (128 square metres). This type of arrangement is commonly referred to as a Privately Owned Public Space (POPS). This publicly accessible triangle was secured through a Section 37 agreement between the developer and the City (registered in June 2018) and the subsequent registration of a Public Access Easement (registered in November 2023).

Description of Proposal

The tenant of the retail / commercial unit located at 419 Brant Street (Bardo Restaurants) adjacent to the privately owned public space (POPS) has expressed an interest in using the POPS as follows:

- Two (2) permanent patio / fence encroachments to facilitate minor extensions to the existing approved permanent patios that exist along Brant Street and James Street, as shown on the plan attached as Appendix A; and,
- The temporary installation / seasonal use of the POPS as follows:
 - Installation of tables, chairs, furniture, planter boxes, flowers, etc. for use by patrons of the restaurant;
 - Usage between beginning of May – end of October;
 - Use would occur 7 days a week, between 11am – 10pm;

Analysis

Executed Section 37 Agreement

The executed and registered Section 37 agreement between the City and the property owner sets out that the owner shall construct, repair and maintain the Privately Owned Public Space (POPS) at all times free and clear of encumbrance for pedestrian use, in perpetuity. The agreement goes on to state that the POPS shall remain open and accessible to the public year-round. The Owner is to advise the City 30 days prior to any obstruction of the space and the City is to respond with any concerns 15 days prior to the date of obstruction. The Agreement stipulates that the Owner shall not use the POPS in a manner that will render the POPS exclusive to the use of the residents / tenants of the site.

Public Access Easement

The Public Access Easement ('easement') was established over the 128m² POPS at the northeast corner of Brant Street and James Street and allows the City and general public to use the space as a publicly accessible open space and publicly accessible amenity area. Similar to the Section 37 agreement, the easement sets out that the area is to remain open and accessible to the public 365 days a year.

The easement sets out that the lands will remain free and clear of any physical encumbrances (i.e. trees, fences, structures, obstructions, etc.) unless permitted by the City's Commissioner, Development & Growth Management. Notwithstanding, the Owner is permitted to install any such physical encumbrances that have been permitted on an approved site plan. The approved site plan for these lands (attached as Appendix D) shows movable tables and chairs within the easement area, but does not specify the ownership of use of those items or show any obstructions that would hinder or prevent public access to that space.

The easement also speaks to leases and sets out that the Owner will not enter into any agreement or lease which has the effect of granting the use of the easement lands unless the proposed user enters into an agreement with the City which sets out the obligations and terms of use. As such, any use of the POPS would require an agreement between the City and the proposed user (i.e. Bardo Restaurant).

Circulation

Planning staff circulated this proposal to internal departments for review and comment.

Transportation staff have commented that they have no concerns with the proposed permanent encroachments from a mobility, safety or traffic operations perspective.

Transportation staff have also commented that they have no concern with the proposed seasonal encroachment / use of the POPS provided that a 6 metre x 6 metre visibility triangle is maintained, within which no solid fencing or landscaping exceeding a height of 1 metre would be permitted.

Recreation, Community and Culture (RCC) staff commented that the City may wish to use the POPS occasionally for City needs or special events taking place within the downtown, in Civic Square, or along Brant or James Streets on occasions when those streets are closed to vehicular traffic. RCC staff recommend that the agreement for the use of this space be structured in such a manner to provide flexibility in terms of the City's needs to use the space.

Planning Analysis

Planning staff is of the opinion that the two proposed permanent encroachments into the POPS are minor in nature (approximately 2.6 square metres in area along Brant Street and 3.2 square metres in area along James Street) and would not impact the intended purpose or function of the POPS as a publicly accessible space. These encroachments would allow additional area within the existing approved permanent patio spaces along Brant Street and James Street and increase the functionality of those patios. Further no concerns were raised from any internal departments as it relates to these two proposed permanent encroachments.

While these would represent permanent physical encroachments into the POPS, the Public Access Agreement sets out that such encroachments may be permitted, as long as they are deemed to be minor and maintain the intent of the easement.

With respect to the proposed temporary / seasonal encroachment that is being proposed, planning staff is of the opinion that a modified encroachment is considered appropriate conditional upon certain parameters being established and included in the recommended agreement between the City and the proponents to ensure the POPS remains publicly accessible and a benefit to the public at large. In line with the Public Access Easement, staff would recommend that the use of this space be conditional upon the user entering into an agreement with the City that would establish and reinforce the City's expectations in terms of the use of the space being publicly accessible as intended when it was established as a community benefit. Staff would recommend that the agreement align with the expectations as outlined in the Section 37 agreement and Public Access Easement, and build upon them by stipulating the following:

- the use would be limited between May 1st – October 31st;
- the use would only be permitted between 11am – 10pm;
- the space would continue to be publicly accessible. Any physical encumbrances that restrict public access or prevent or hinder public access (i.e. fencing, planter boxes, etc.) would not be permitted;
- flexibility is provided to allow the City to use the space as needed, given that sufficient notice has been provided to the user to allow them time to vacate the space, as required.

Option 1 - Conditional approval of proposed encroachments (recommended).

Benefits: This option will ensure that the interests of the City, the public and the private business are all balanced and respected, while contributing to the vibrancy and beautification of this important location within the City's downtown.

Considerations: This option would be conditional upon the business entering into an agreement with the City, which would stipulate the terms of use for the POPS space.

Option 2 – Refuse any encroachments into the POPS (not recommended).

Benefits: This option would ensure the space remains fully publicly accessible at all times.

Considerations: This option is not recommended as the approved site plan for this property envisions that the space would be activated in order to increase the overall vibrancy of the space. Refusing the proposed encroachments would also have a negative impact on the restaurant business and limit their ability to operate in this area.

Option 3 – Allow permanent encroachment into the entirety of the POPS area (not proposed or recommended).

Benefits: This option would be beneficial for the restaurant operation, it would have limited benefit to the City or its residents.

Considerations: Permitting permanent encroachment into the entire POPS space would negate the community benefit of public access to this space that was negotiated and secured through the development approvals process in exchange for additional height and density for the existing tall building.

Recommendation Details

Planning staff is of the opinion that the two proposed permanent encroachments into the POPS are minor in nature (approximately 2.6 square metres in area along Brant Street and 3.2 square metres in area along James Street) and would not impact the intended purpose or function of the POPS as a publicly accessible space. The proposed modified temporary / seasonal encroachment is also considered appropriate, on the basis that it can support a local business, contribute to the vibrancy of the downtown, and ensure that the space remains publicly accessible and an asset to the City and the downtown.

Key Dates & Milestones

- November 13, 2017 – Council approved an Official Plan and Zoning By-law Amendment in principle for a mixed-use building, subject to execution of a Section 37 agreement (Report PB-62-17);
 - April 23, 2018 – Council approved Section 37 Community Benefits and instructed staff to prepare the Section 37 agreement (PB-33-18);
 - June 19, 2018 – Section 37 Agreement was executed and registered;
 - November 23, 2023 – Public Access Easement was registered.
-

Implications

Legal staff would need to prepare the recommended agreement.

References

- PB-62-17 – Report Recommending modified approval of an Official Plan and Zoning By-law Amendment for 421-431 Brant Street
 - PB-33-18 – Section 37 Community Benefits for 421-431 Brant Street
-

Strategic Alignment

- Designing and delivering complete communities
 - Providing the best services and experiences
 - Protecting and improving the natural environment and taking action on climate change
 - Driving organizational performance
-

Author:

Kyle Plas, RPP, MCIP
Manager of Development & Design
905-335-7777 ext. 7824

Appendices:

- A. Proposed Permanent POPS Encroachments
- B. Section 37 Agreement
- C. Public Access Easement
- D. Approved Site Plan

Notifications:

Bardo Restaurants

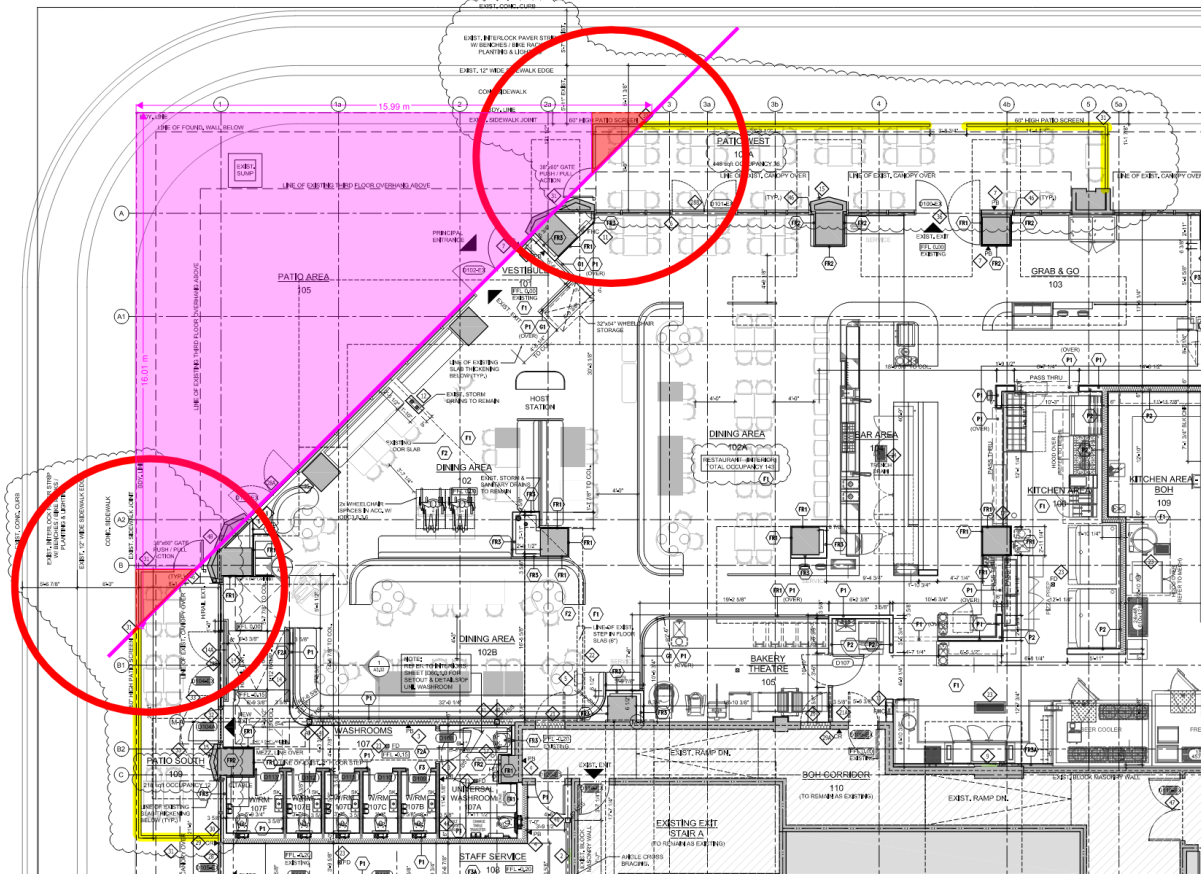
Contact Info to be provided separately

Report Approval:

All reports are reviewed and approved by the Commissioner, Head of Corporate Affairs, Chief Financial Officer, and Commissioner of Legal and Legislative Services/City Solicitor.

Appendix A – Proposed Permanent Encroachments

Proposed permanent encroachments shown as red triangles, inside the red circles.



LRO # 20 Notice

Received as HR1550104 on 2018 06 19 at 10:38

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 38

Properties

PIN 07067 - 0061 LT
Description PT LT 7 BLK E , COMPILED PLAN PL92 , AS IN 683529 ; BURLINGTON
Address 421 BRANT STREET
 BURLINGTON

PIN 07067 - 0059 LT
Description PT LT 6 BLK E, COMPILED PLAN PL92, AS IN 853986; CITY OF BURLINGTON
Address 427 BRANT STREET
 BURLINGTON

PIN 07067 - 0060 LT
Description PT LT 7 BLK E , COMPILED PLAN PL92 , BEING THE NWLY 16 FEET, EXCEPT TW IN
 830422; CITY OF BURLINGTON
Address 425 BRANT ST
 BURLINGTON

PIN 07067 - 0058 LT
Description PT LT 6 BLK E , COMPILED PLAN PL92 , AS IN 832485 ; BURLINGTON
Address 429 BRANT ST
 BURLINGTON

PIN 07067 - 0057 LT
Description PT LTS 5 & 6 BLK E, COMPILED PLAN PL92, AS IN 406094, S/T 286712 ; BURLINGTON
Address 431 BRANT ST
 BURLINGTON

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF BURLINGTON
Address for Service 426 Brant Street
 Burlington, ON
 L7R 3Z6

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Rick Goldring, Mayor, and Andrea Holland, Deputy City Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Rena Mary Goff	426 Brant Street Burlington L7R 3Z6	acting for Applicant(s)	Signed	2018 06 19
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Tel 905-335-7600

Fax 905-335-7842

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE CITY OF BURLINGTON	426 Brant Street Burlington L7R 3Z6	2018 06 19
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Tel 905-335-7600

Fax 905-335-7842

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

File Number

Applicant Client File Number : 520-02/17; 505-02/17

520-02/17, 505-02/17
421, 425, 427, 429 and 431 Brant Street

THIS AGREEMENT made under section 37 of the *Planning Act*, R.S.O. 1990, c. P.13, this
27th day of April 2018.

BETWEEN:

421 BRANT STREET INC.

As to the First, Second, and Fifthly described lands

2493940 ONTARIO INC.

As to the Third and Fourthly described lands

Collectively, hereinafter called the “**Owner**”

- and -

THE CORPORATION OF THE CITY OF BURLINGTON

Hereinafter called the “**City**”

WHEREAS the Owner is the registered owner of property known municipally as 421, 425, 427, 429 and 431 Brant Street, City of Burlington, which is more particularly described in **Schedule “A”** (the “**Site**”);

AND WHEREAS the Owner proposes to construct a mixed-use development (the “**Development**”), as further defined in section 2.1.;

AND WHEREAS the Owner has applied for an amendment to the City’s Official Plan, to amend the site specific policies in the Official Plan, and Zoning By-law 2020, as amended, seeking approval to increase the density otherwise permitted to allow the Development as noted above;

AND WHEREAS section 37 of the Planning Act permits the City to enact a zoning by-law to authorize increases in the density of development otherwise permitted by the by-law in return for the provision of such facilities, services or matters as are set out in the by-law;

AND WHEREAS the City's Official Plan includes policies to allow for the provision of community benefits in relation to an increase in height and density, including the provision of housing types, affordable housing, improved public transit, public areas, public parking, protection or enhancement of significant views, public art, street furnishings and landscaping, and green technology and sustainable architecture;

AND WHEREAS Official Plan Amendment No. 106, attached as **Schedule "B"**, contains provisions relating to the authorization of an increase in density in respect of the Site as well as the facilities, services and matters required to be provided in relation thereto;

AND WHEREAS the Owner has elected to make a cash contribution towards the provision of certain facilities, services, and matters, and provide facilities, services and matters in return for certain authorized increases in density as set out in the proposed Zoning By-law Amendment to be enacted as attached in **Schedule "C"** (the "Proposed Zoning By-law");

AND WHEREAS subsection 37(3) of the *Planning Act* provides that, where an owner of land elects to make a cash contribution towards the provision of certain facilities, services and matters, and provide facilities, services and matters in return for an increase in the density or height of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters and that the agreement can be registered on title to the lands to which it applies;

AND WHEREAS this Agreement has been entered into by the parties pursuant to s. 37(3) of the *Planning Act* and will be registered on title to the Site.

IN CONSIDERATION of the sum of two dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other, and for other good and valuable consideration, (the receipt and sufficiency of which is hereby expressly acknowledged) the parties covenant and agree, to and with each other, as follows:

1. SCHEDULES

1.1 The following Schedules form part of this Agreement:

Schedule "A" -	Legal Description of the Site
Schedule "B" -	Official Plan Amendment No. 106
Schedule "C" -	Proposed Zoning By-law Amendment

2. DEFINITIONS

2.1 For the purposes of this Agreement, the term:

- (a) **"Amending By-law"** means the Amendment and Zoning By-law Amendment substantially having the content attached hereto as Schedule "C";
- (b) **"Building Code Act, 1992"** means the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, re-enacted or substituted from time to time;
- (c) **"Building Permit"** means a permit, issued by the City, pursuant to section 8 of the *Building Code Act, 1992*, to construct the Development or a portion thereof, but it does not include any permits issued by the City pursuant to section 8 of the *Building Code Act, 1992*, to construct a sales office on Site or for any demolition, shoring or excavation on the Site;
- (d) **"Date of Final Approval of the Amending By-law"** shall have the meaning given to it in section 7 herein; (Date of Final Approval);
- (e) **"Development"** means the development of the Site in accordance with the Amending By-law;
- (f) **"Development Charges Act"** means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended, re-enacted or substituted from time to time;
- (g) **"Development Charges"** shall mean those charges under the City's Development Charges By-law, being By-law No. 46-2014, as amended, re-enacted or substituted from time to time;
- (h) **"Municipal Act, 2001"** means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, re-enacted or substituted from time to time;

- (i) **“Official Plan”** means the City of Burlington Official Plan, which is in force on the date of execution of this Agreement;
- (j) **“Parties”** means the Owner and the City and **“Party”** means any of the Owner or the City;
- (k) **“Planning Act”** means the *Planning Act*, R.S.O. 1990, c.P.13, as amended, re-enacted or substituted from time to time;
- (l) **“Public Art”** means any permanent or portable creative works in any discipline, not necessarily those of professional artists, placed or incorporated in public spaces, which may include, but are not limited to:
 - (i) paintings, drawing, prints (both original and reproduction), photographs and other two dimensional art works;
 - (ii) sculpture including freestanding, while supported or suspended, connetic, static or electronic, in any material or combination of materials;
 - (iii) installation, including multi-media displays that do not adhere to traditional genres of art making;
 - (iv) mural and any material or variety of materials;
 - (v) earthworks;
 - (vi) fiber works, neons, glass or mosaics;
 - (vii) structural features for unique or limited editions; or
 - (viii) tableau, vignettes or creative displays that interpret the heritage of a building, feature or site.
- (m) **“Site Plan Approval”** means site plan approval for the development of the Site pursuant to section 41 of the *Planning Act*;
- (n) **“Uptown Area”** means that area described in the City’s Official Plan (1994) as the uptown mixed use centres and more particularly described in Schedule “F” of the City’s Official Plan (1994);
- (o) **“Unwinding Date”** shall have the meaning attributed to it in section 8.1 herein;
- (p) **“Zoning By-law”** means the City of Burlington Zoning By-law No. 2020.

3. CONFIRMATION OF RECITALS

3.1 The Parties confirm and agree that the recitals are true, accurate and form a part of this Agreement.

4. PROVISION OF PUBLIC BENEFITS**4.1 Long-Term Affordable Housing**

Prior to the issuance of a zoning certificate and application for an above grade building permit for the Development, the Owner shall, at its sole cost and expense, agree to provide a total credit of \$300,000.00 to Halton Community Housing Corporation (“HCHC”) for use by HCHC at its sole discretion, against the purchase price of up to 10 dwelling units within the Development. The Owner agrees that HCHC shall have up until December 31, 2018 to exercise its option to purchase unit(s) using the \$300,000.00 credit. In the event that HCHC does not enter into agreements to purchase unit(s) in the Development prior to December 31, 2018, the Owner agrees to provide the City with a financial contribution of \$300,000.00 by way of bank draft, wire or certified cheque, within 10 days of condominium registration, to the satisfaction of the Director of City Building for the City. The Owner and the City agree that in the event that the Owner is required to provide \$300,000.00 to the City, the City shall deposit the funds into a reserve account for use toward affordable housing initiatives within the City’s Urban Growth Centre as described in the City’s Official Plan.

4.2 Car Share Parking and Vehicle

Prior to the registration of the condominium, the Owner shall, at its sole cost and expense, agree to provide one (1) publicly accessible car share parking space within the Development to the satisfaction of the City’s Director of Transportation. This publicly accessible car share parking space is required in addition to the parking spaces required by the applicable site specific Zoning By-law and this Agreement. The Owner shall also contribute to the City’s emerging car-share network by either providing or contracting to provide at its sole expense, a car-share vehicle for a minimum of two (2) years starting from the first occupancy or equivalent, to the

satisfaction of the City's Director of Transportation. The combined total of these indirect community benefits are assessed at \$100,000.00.

4.3 Civic Square

Prior to the issuance of a zoning certificate and application for above grade building permit for the Development, the Owner shall, at its sole cost and expense, agree to provide a direct community benefit of a \$50,000.00 financial contribution by way of bank draft, wire or certified cheque to the City towards the future expansion and/or improvement of Civic Square, to the satisfaction of the Executive Director of Capital Works for the City.

4.4 Easement for Public Space

- (1) Within thirty-six (36) months of the issuance of a zoning certificate and application for above grade building permit for the Development, the Owner shall, at its own cost and expense, agree to prepare all documents and convey an easement to the City for a Privately Owned Publically-Accessible Space ("POPS") to be registered on title for lands located at the northeast corner of Brant Street and James Street, the minimum dimensions of which are in a form of a triangle measured at 16 m x 16 m (128 m²) (an indirect community benefit assessed at \$75,000.00) to the satisfaction of the Executive Director of Capital Works for the City.
- (2) The easement for POPS is to be conveyed to the City for nominal consideration and such lands are to be free and clear of all physical and title encumbrances to the satisfaction of the City Solicitor. For greater clarity, for any financial encumbrances on title, the City Solicitor shall be satisfied provided the Owner obtains, at no cost to the City, any necessary postponements to ensure that the easement for the POPS will have priority over any other interest in the Site.
- (3) The Owner shall, within thirty (30) months of the issuance of a zoning certificate and application for above grade building permit for the Development submit a draft

Reference Plan of survey to the Director, Department of City Building, for review and approval, prior to depositing in the Land Registry Office. The plan should

- (a) shall be related to 6 degrees UTM Datum, NAD 83.
 - (b) delineate by separate PARTS the easement lands to be conveyed to the City, the remainder of the Site and any appurtenant rights-of-way and easements
 - (c) show the coordinate values of the main corners of the subject lands in a schedule on the face of the plan.
- (4) The Owner shall pay all costs for preparation and registration of the Reference Plan(s);
- (5) The Owner shall construct, repair and maintain the POPS on the Site at all times free and clear of encumbrance for pedestrian use, in perpetuity, including the clearing of debris, at its sole cost and expense and to the satisfaction of the Director, Department of City Building for the City. The Owner shall be required, at its sole cost and expense, to clear snow and ice from the POPS to the extent required to allow for safe and usable pathways for pedestrian access to and from the entrances to the buildings on the Site.
- (6) The Owner shall, from time to time, and at all times hereafter fully indemnify and save harmless the City, its elected officials, officers, employees, agents, their successor and assigns, or any of them, from and against all actions, causes of action, suits, claims and other proceedings which may be brought against or made upon the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, and from and against all loss, liability, judgment, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them may sustain, suffer or be put to resulting from or arising out of:
- (a) the failure of the Owner to construct, repair and maintain the POPS in accordance with the terms of this Agreement; and
 - (b) any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly,

resulting from or sustained by reason of any act or omission of the Owner or any person for whom its is in law responsible in connection with this Agreement.

- (7) The Owner shall take out and maintain, at its expense, commercial general liability insurance with respect to the POPS acceptable as to form, limits and conditions to the City for a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence (such limit be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the City) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the lands subject to the POPS. The insurance policy shall include the City as an additional insured and shall contain a cross-liability and severability of interest clause and include contractual liability coverage. The liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect protection given by the policy to any other insured. The liability insurance policy shall include a clause providing that the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owner shall supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the City's Director of City Building within thirty (30) days of issuance and evidence of continuance shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance.
- (8) The POPS shall:
- (a) remain open and accessible to the public at least from the hours of 6:00 a.m. to 12:01 a.m. the following day, 365 days per a year, and the Owner may refuse such access, or may require a person to leave the POPS, in the case of any person who:

- (i) unreasonably interferes with or restricts, or attempts to unreasonably interfere or restrict, the ability of other members of the public or other lawful users, including occupants of the Development, to access, use or enjoy the POPS or any portion thereof;
 - (ii) carries on, or attempts to carry on, any illegal or unlawful activity on or within the POPS;
 - (iii) acts in a manner unreasonably inconsistent with the intended use of the POPS and the Development;
 - (iv) obstructs or injures, or attempts to injure, any other person or persons who are using or enjoying the POPS or any portion thereof;
 - (v) harms or destroys, or attempts to harm or destroy, the POPS, public art located within the POPS or any portion thereof or any property rights associated therewith, and /or property of any person or persons entitled to use or enjoy the POPS;
 - (vi) obstructs, damages, injures or interferes with, or attempts to obstruct, damage, injure or interfere with, any lawful business or occupation carried on by, or any rights or interest of, the building owners (s) or person(s) in lawful possession or ownership of the POPS or Development or any portion thereof; or
 - (vii) commits any criminal or quasi-criminal offence or is in breach of any municipal by-law.
- (b) be illuminated substantially in accordance with the Plans to be detailed in the Site Plan Agreement for the Site.
- (9) The City acknowledges that the Owner may be required, from time to time, to use or obstruct parts of the POPS to maintain the Development, both above and below grade, after delivery of the POPS. If such use or obstruction is required by the Owner, the Owner shall notify the Director of City Building in writing of the duration and nature of the obstruction at

least thirty (30) days prior to the commencement of the use or obstruction. The City shall advise the Owner within fifteen (15) days of the date of such notice of any concerns that it may have with respect to the proposed obstruction, and, in such event, the Owner shall consult with the Director of City Building to resolve such concerns prior to the proposed commencement of the use or obstruction.

- (10) During the hours the POPS is open to the public, the Owner shall not use the POPS in a manner that will render the POPS exclusive to the use of the residents of the Site.
- (11) The Owner covenants and agrees to construct the POPS with materials specified in the Site Plan Agreement in accordance with the approved Plans to the satisfaction of the Director of City Building.

4.5 Public Parking

The Owner, at its sole cost and expense, agrees to provide eight (8) visitor parking spaces in the first level of underground parking in the Development, to the satisfaction of the Director of Transportation. The Owner agrees that these visitor parking spaces may not be sold and must remain common elements in a registered plan of condominium for the Development. The value of this indirect community benefit is assessed at a value of \$400,000.00.

4.6 Protection or Enhancement of Significant Views

The Owner has agreed to provide increased building setbacks, including widened sidewalks on Brant Street, James Street, and John Street, and view corridors on Brant Street and James Street to City Hall and the Cenotaph than what would have otherwise been required by the City's Zoning By-law. These increased setbacks and view corridors are reflected in the zoning by-

law amendment attached as Appendix 'C' to this Agreement. This indirect community benefit is assessed at a value of \$250,000.00.

4.7 Public Art

The Owner agrees, at its sole cost and expense, to provide a direct community benefit of a financial contribution in the amount of \$150,000.00, to be paid to the City by certified cheque, wire transfer or bank draft, towards the public art reserve fund to be used within the POPS easement area referred to in Section 4.4 and/or in the future Civic Square expansion and/or improvement area referred to in Section 4.3, all to the satisfaction of the Director of City Building within thirty-six (36) months of the issuance of a zoning certificate and application for above-grade building permit for the development.

4.8 Green Technology and Sustainable Architecture

The Owner agrees, at its sole cost and expense, to implement green technology and sustainable architecture elements into the Development. The Owner may satisfy this obligation by constructing the development to LEED® certification standards. Additionally, or in the alternative, the Owner may satisfy this obligation by incorporating elements of the City's Sustainable Building and Development guidelines totaling \$300,000 in value, as assessed by and to the satisfaction of the Director of City Building.

4.9 Streetscape Improvements in accordance with Council approved design guidelines

The Owner agrees, at its sole cost and expense, to implement City of Burlington Streetscape Guideline Standards within the Brant Street, James Street, and John Street public realm areas, including the expanded building setback areas at-grade and the POPS easement area outlined in Section 4.4

to the satisfaction of the Director of City Building. The value of this indirect community benefit is assessed at a value of \$150,000.00.

- 4.10** The Owner agrees that the decision as to what public art, civic square improvements and streetscape improvements are to be benefitted shall be in the sole discretion of the City further to consultation with the Owner and any decision made by the City in this regard is final.

5. FURTHER REPRESENTATIONS AND ACKNOWLEDGMENTS

- 5.1** It is understood and agreed by the parties that the works and facilities to be completed or provided under this agreement shall be completed or provided (as the case may be) to the satisfaction of the responsible Directors of the City, acting reasonably.
- 5.2** The City represents that it has the legal authority to adopt and pass the official plan and zoning by-law amendments in the form attached as “**Schedules “B” and “C”**” respectively, and to enter into this agreement with the Owner. The Owner, on behalf of itself and its successors and assigns, acknowledges and agrees that it shall be estopped from contesting, before any court of competent jurisdiction, the power or authority of the City to adopt or enact the official plan and zoning by-law amendments and to enter into this agreement.
- 5.3** This Agreement and all obligations and liabilities imposed on the Owner under this agreement shall automatically be terminated and have no further force or effect in the event the amending zoning by-law pertaining to the Site is not fully and finally approved or enacted substantially in the form annexed as **Schedule “C”**, or is quashed in whole or in part by a court of competent jurisdiction. The determination of whether same substantially conforms to the official plan and zoning by-law

amendments annexed as **Schedules “B” and “C”** respectively, will be made solely by the City in its sole discretion, acting reasonably, within 30 days of the date of the zoning by-law amendment pertaining to the Site coming into force or effect in a form different than that provided in **Schedule “C”**. Upon the happening of that event, the City shall forthwith return to the Owner the Cash Deposit previously received from the Owner pursuant to this agreement, and the Owner shall not oppose or question (or cause to be opposed or questioned) the passing of any official plan or zoning by-law amendment by the City which would have the effect of returning the official plan designation and zoning standards pertaining to the Site, to those that existed on **November 12, 2017**. The Owner further covenants and agrees not to apply for a building permit in respect of the Site for a period of 30 days following the date of the City’s determination as to whether substantial conformity to **Schedules “B” and “C”** has occurred, in order to give the City an opportunity to take appropriate steps to consider enacting such zoning or official plan amendments as it deems appropriate.

5.4 The Owner hereby consents to the registration of this agreement against the title to the lands comprising the Site within thirty (30) days of the amending zoning by-law contained in Schedule “C” coming into effect; provided, however, that in the event this agreement is terminated pursuant to the provisions of section 8, then the City shall forthwith execute all requisite documents or assurances in order to discharge and delete the registration of this agreement from title to the lands comprising the Site.

5.5 The parties to this Agreement that are collectively defined as the “Owner” shall be jointly and severally responsible for all duties and obligations in this Agreement.

6. COMPLETION AND UNWINDING

6.1 Subject to sections 7, 8 and 9 hereof, this Agreement shall be effective, enure to the benefit of and be binding upon the Parties hereto on and after the date of this Agreement. On the Final Confirmation Date, the Parties shall give notice in writing

to one another that the Final Confirmation Date has occurred and, upon any Party hereto giving such notice, section 8 (Unwinding of this Agreement) shall have no further effect.

7. FINAL CONFIRMATION DATE AND DATE OF FINAL APPROVAL

7.1 The Final Confirmation Date for the purposes of this Agreement shall be the second (2nd) business day, other than a Saturday, Sunday or public holiday in Ontario, following the later of:

- (a) the date of Final Approval of the Amending By-law; or
- (b) such other date that the Parties may agree, provided that the occurrence of the Final Confirmation Date, in accordance with the foregoing, shall be expressly conditional upon the occurrence of the Date of Final Approval of the Amending By-law.

7.2 The “Date of Final Approval of the Amending By-law” for the purposes of this Agreement, shall be the first day upon which all of the provisions of the Amending By-law has actually come into force and effect, with all applicable appeal periods having lapsed, with no appeals or rehearing requests to the Local Planning Appeal Tribunal and/or Applications to Court having been launched with respect thereto or with any such appeals or rehearing requests to the Local Planning Appeal Tribunal and/or Applications to Court having been finally determined in favour of the Amending By-law, so that the Building Permit(s) could be issued by the Chief Building Official for the City, permitting the construction contemplated by the Amending By-law to the heights and densities as permitted thereunder, upon the Owner obtaining all requisite approvals, submitting the appropriate applications for a Building Permit(s), and paying the requisite application fees.

7.3 For the purposes of this Agreement, the term:

- (a) **“Application to Court”** means an application for leave to appeal, an appeal, an application for judicial review, an application to quash pursuant to the

Municipal Act, 2001, and includes an appeal(s) from a decision or order in respect of any such application or appeal;

- (b) **“Final Disposition”** means any of the following events:
- (i) the entry of an Order of the Local Planning Appeal Tribunal finally disposing of the Amending By-law, which rejects the Amending By-law or results in certain amendments to the Amending By-law;
 - (ii) the entry of an Order of the Local Planning Appeal Tribunal which follows a rehearing by the Local Planning Appeal Tribunal finally disposing of the Amending By-law or results in certain amendments to the Amending By-law; or
 - (iii) the entry of an Order of the Court which finally disposes of an Application to Court and rejects the Amending By-law or results in certain amendments to the Amending By-law.

8. UNWINDING OF THIS AGREEMENT

8.1 The date of unwinding of this Agreement, should such occur (hereinafter referred to as the “Unwinding Date”), shall be the earlier of:

- (a) the date of Final Disposition of the Amending By-law if the Final Disposition rejects the Amending By-law; or
- (b) the date of expiry of the sixty (60) day period specified in a Notice of Termination, which is given pursuant to subsection 8.2 or 8.3 hereof.

8.2 On the occurrence of a Final Disposition of the Amending By-law which results in the Amending By-law coming into force and effect with amendment(s) thereto, then sixty (60) days’ written notice terminating this Agreement (hereinafter called a “Notice of Termination”) may be given by either of the Parties to the other Party. Unless the Parties otherwise agree, the Unwinding Date shall occur on the expiry of the sixty (60) day period specified in such Notice of Termination. If a Notice of Termination is not given in accordance with this section, the amendment(s) shall be deemed to be “Permitted Amendments” for the purpose of this Agreement.

- 8.3** If, as a result of being required to do so by the Final Disposition of the Amending By-law, Council passes, or adopts an amendment(s) to the Amending By-law which is not one of the Permitted Amendments pursuant to subsection 8.2, then the City shall forthwith give notice thereof to the Owner. At any time within thirty (30) days from the date of giving of notice of the passing or adoption of such amendment(s) by the City to the Owner, sixty (60) days' written Notice of Termination may be given by the Owner to the City. If the Owner gives such written notice, the Unwinding Date shall occur on the expiry of the sixty (60) day period specified in such Notice of Termination. If a Notice of Termination is not given in accordance with this section, the modification(s) or amendment(s) shall be deemed to be one of the Permitted Amendments for the purposes of this Agreement.
- 8.4** Upon the occurrence of the Unwinding Date, this Agreement shall be null and void and have no further force and effect. On or after the occurrence of the Unwinding Date, the Owner, at its own expense, may expunge registration of this Agreement by appropriate means according to the requirements of the registry system pertaining to the affected property and the City shall cooperate with all requests of the Owner, acting reasonably, in such respect, including the execution of releases and quit claims in suitable form for registration. Without fettering City Council in any way in the exercise of its discretionary powers, on or after the occurrence of the Unwinding Date, Council may repeal or amend the Amending By-law with the object of restoring the Zoning By-law provisions, as they relate to the Site, to the state they were in on the day immediately prior to the date of the passing of the Amending By-law. In respect of any repealing or amending by-law(s) which is passed pursuant to this section either on or after the occurrence of the Unwinding Date, the Owner covenants and agrees that it will not object to the passing, approval, or coming into force and effect of such rescinding or amending by-law(s).

9. FURTHER ASSURANCES

The Parties hereto covenant and agree that at all times and from time to time hereafter, upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

10. INTENTION OF THE PARTIES

Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the City Council which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind Official Plan Amendments; and to approve or withhold approval to permit any demolition, relocation, construction, alteration, remodelling or any other things or act which may materially affect any building, structure, or part thereof that is the subject of an agreement.

11. PERMITS AND AGREEMENTS

The Parties acknowledge that the Owner will, from time to time, apply for one or more permits and/or agreements, including encroachment agreements, and may be required by the City to enter into one or more permits and/or agreements, including encroachment agreements with the City in order to facilitate the construction, repair and maintenance of the Development on the Site

12. ENUREMENT

12.1 The Parties hereto agree that the covenants, rights, duties, provisos, conditions and obligations herein contained shall enure to the benefit of each Party and their successors and assigns. Without limiting the generality of the foregoing, the Parties expressly acknowledge and agree that the Parties and their successors and assigns

(with respect to all or any portion of the Site) shall be entitled to enforce the provisions of this Agreement which are covenants, duties or obligations of each other against each other and their respective successors and assigns.

12.2 Notwithstanding anything in this Agreement to the contrary, in the event that the City acquires any part of the Site for any municipal purposes, including road widening, the City shall not be bound by this Agreement as an Owner.

12.3 The City agrees it shall consider any reasonable request made from time to time by successors in title to any portion of the Site to which this Agreement or particular sections of this Agreement applies, for a release from this Agreement or particular sections or provisions hereof, as may be applicable, provided the work required under the applicable portions of this Agreement has been completed or in the opinion of the applicable Directors and the City Treasurer, is being completed and is adequately secured by a letter of credit, and the warranty period has expired or is adequately secured by a letter or letters of credit being held by the City.

13. DEVELOPMENT CHARGES

The parties acknowledge and agree that the facilities, services and matters to be provided to the City pursuant to this Agreement do not constitute Development Charges, nor do they qualify as a Development Charge Credit under the Development Charges By-law No. 46-2014, as may be amended. The Owner further acknowledges the requirement to pay Development Charges in accordance with the provisions of the Development Charges By-law 46-2014, as may be amended, or re-enacted from time to time.

14. REGISTRATION OF AGREEMENT

14.1 The Owner consents to the registration of this Agreement or Notice of it against the title to its interest in the Site as a first charge.

14.2 The Owner agrees to do such things and to obtain such discharges, releases or postponements as are required to permit this agreement to be registered against the Site as a first charge.

14.3 Upon the registration of this Agreement or Notice of it against the title to its interest in the Site, the Owner shall, at its sole expense, obtain and deliver to the City a Solicitor's Opinion as to the title, addressed to the City, which opinion shall be to the satisfaction of the City Solicitor.

15. TAXES

The Owner covenants and agrees to pay and fully indemnify the City in respect of any taxes, including the *Excise Tax Act* (Goods and Services tax) associated with the benefit to the City of any facility, service, matter or thing referenced in this Agreement and provided to the City for the benefit of the City by the Owner, including any service, matter or thing required under Section 41 of the *Planning Act* provided:

- (a) such indemnity shall be net of any rebate available to the City; and
- (b) the Owner may defend against the imposition of such taxes in the name of the City, provided that the Owner may, in such event, elect to pay and satisfy any such claim for taxes and, in such event, the City shall inform the Owner fully of such claim for taxes and shall offer the Owner every cooperation in the defence of said claim for taxes. For clarity, the Parties acknowledge and agree that, as at the date of this Agreement, the Parties have not determined whether goods and services tax will be eligible upon the said facilities, services, matters and things and agree that, in the event the goods and services tax is eligible, the Owner will be responsible for the payment thereof and will fully indemnify and save harmless the City with respect thereto.

16. NOTICES

Any notices to be given under this Agreement shall be in writing and shall be delivered as follows by personal or facsimile transmission only as follows:

For the City of Burlington:

The Corporation of the City of Burlington
Attention: City Clerk
426 Brant Street, Box 5013
Burlington, ON L7R 3Z6
905 335 7881 (facsimile)

For the Owner:

421 Brant St. Inc
Attention: Nick Carnicelli
421 Brant Street, Suite 201
Burlington, ON L7R 2G3
905 333 9640 (facsimile)

16.1 The Parties agree to notify each other immediately, in writing, of any changes of address or of facsimile number from those set out above.

16.2 Notice shall be deemed to have been received by a Party on the date of personal delivery or confirmed facsimile transmission.

17. JURISDICTION TO ENTER INTO AGREEMENT

17.1 This Agreement is entered into pursuant to subsection 37(3) of the *Planning Act*. If this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power and jurisdiction of the City, and appeals from such decision have been exhausted, the Parties agree that the Amending By-law may be repealed by the City, and the Owner covenants and agrees not to oppose or cause to be opposed or cause to be opposed, the repeal thereof.

17.2 If any individual provision(s) of this Agreement is or are determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement if the Parties agree, and the remainder of the Agreement shall continue in full force and

Agreement and, likewise, the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The Parties hereto, their successors, assigns and lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

17.4 No liabilities or obligations, other than those to be undertaken prior to the passing of the Amending By-law or prior to the Final Confirmation Date, shall be imposed under this Agreement upon the Parties hereto until the amending by-law for the Site has fully, finally and actually come into force. On the date that the Amending By-law

of the non-performance of such acts or non-occurrence of such events, the Owner agrees that it shall not commence any proceedings of any nature or kind whatsoever against the City or any of its employees or officials, for the issuance of such Building Permit and that this Agreement may be pleaded by the City as an estoppel against the Owner in any such proceedings taken by the Owner. This shall not, however, be interpreted as preventing proceedings for an interpretation by the courts as to whether or not the requirements of this Agreement, with respect to the performance of such acts or the occurrence of such events have been met.

18. FACILITIES, WORKS AND MATTERS

The Owner agrees that certain facilities, works, matters and payments required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City. In addition, the Owner agrees that upon failure by it to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement, enter upon the Site, if necessary, and do the said act at the Owner's expense and collect the cost in like manner as municipal taxes as provided for in section 446 of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended.*

19. OBLIGATION RE REALTY TAXES UNAFFECTED

Nothing in this Agreement affects such realty taxes as are lawfully assessed from time to time against the Site, or any part thereof, under the *Municipal Act, 2001, S.O. 2001, c. 25, as amended.*

20. SPECIFIC PERFORMANCE

The Owner acknowledges that any breach of this Agreement by the Owner would not be adequately compensated by payment of damages and, accordingly, the Owner admits that specific performance is an appropriate form of remedy in the event of default by the Owner.

21. ARBITRATION

If any claim or dispute shall arise with respect to any of the provisions herein, including but not limited to application of the formula set out herein, or the performance or non-performance by either Party of the provisions hereof, either Party may, by service of a notice in writing to the other Party, require that such claim or dispute be submitted to and settled by a single arbitrator pursuant to the provisions of the *Arbitrations Act*, 1991, S.O. 1991, c.17, as amended, whose decision shall be conclusive and binding upon the Parties, and judgment shall be rendered thereon, provided however, that the Parties shall continue their performance of the terms and conditions of this Agreement before and during any such arbitration proceeding to the extent possible. The cost of any such arbitration shall be borne equally by the Owner and the City; Parties shall bear their own legal and consultant costs.

22. INTERPRETATION

22.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

22.2 Unless the context otherwise requires, the terms used herein shall have the same meaning as the same terms have in City of Burlington By-law No. 2020, as amended.

22.3 Reference to an official of the City in this Agreement shall be deemed to include a reference to the official of the City who performs the duties of such referenced person from time to time.

22.4 This Agreement shall be construed with all changes in number and gender as may be required by the context.

22.5 Time shall be of the essence of this Agreement.

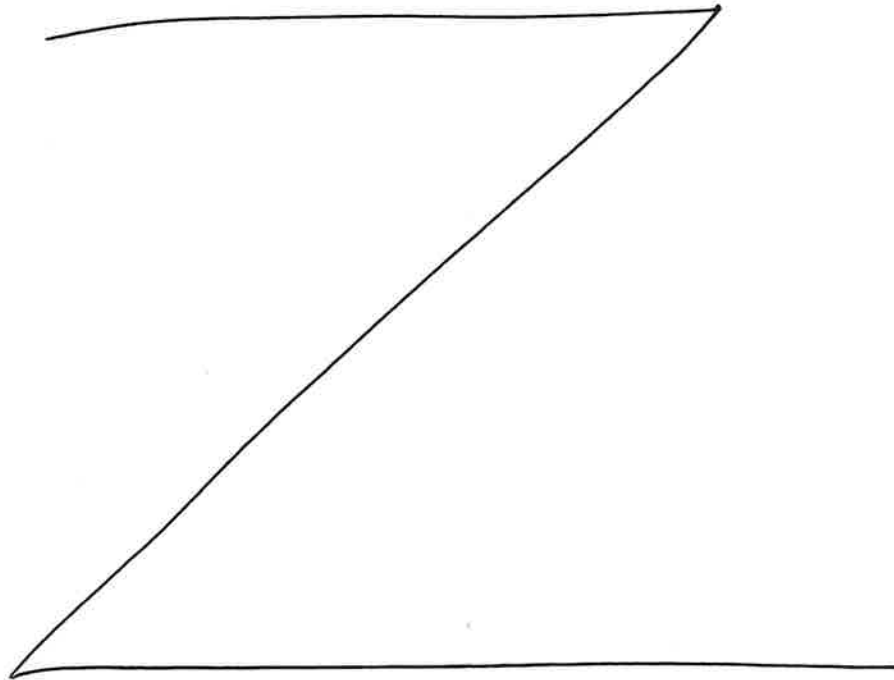
22.6 Whenever the provisions of this Agreement require an approval or consent of any official of the City, the approval or consent may alternatively be given by City Council or such other official as City Council may director or is otherwise empowered to act.

23. COMMENCEMENT

This Agreement commences on the date of its execution by both Parties.

24. FORCE MAJEURE

24.1 Notwithstanding anything in this Agreement to the contrary, if the Owner or the City is *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of a material or labour shortage, strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts or public enemy, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its own default and not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause exists. Moreover, the Party so delayed will be entitled, without being in breach of this agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.




24.2 Nothing in section 24 shall operate to excuse the Owner from:

- (a) prompt payment of all sums required to be paid to the City pursuant to the terms of this Agreement; and
- (b) prompt provision of any Letter of Credit required to be provided to the City pursuant to the terms of this Agreement.


IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND)
)
 DELIVERED)
)
 This 16th day of May, 2018)
)
 at the City of Burlington))
 Province of Ontario)

421 BRANT STREET INC.
 as to the First, Second, and Fifthly described lands


 Name: NICK CARNICELLI
 I have authority to bind the corporation


2493940 ONTARIO INC.
 as to the Third and Fourthly described lands


 Name: NICK CARNICELLI
 I have authority to bind the corporation



Authorized by By-Law 25-2018
 Passed on Apr 26/18
 Item 18-33-18

THE CORPORATION OF THE CITY OF BURLINGTON


 Rick Goldring MAYOR


 Angela Morgan CITY CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Burlington, in the Regional Municipality of Halton, and Province of Ontario, more particularly described as

FIRSTLY:

Pt Lt 7, Blk E, Compiled Plan PL92 as in 683529; Burlington
Being the whole of PIN 07067-0061 (LT)
Municipally known as 421 Brant Street

SECONDLY:

Pt Lt 6, Blk E, Compiled Plan PL92, as in 853986, Burlington
Being the whole of PIN 07067-0059 (LT)
Municipally known as 427 Brant Street

THIRDLY:

Pt Lt 7, Block E, Compiled Plan PL92, being the nwly 16 feet, except t/w in 830422;
Burlington
Being the whole of PIN 07067-0060 (LT)
Municipally known as 425 Brant Street

FOURTHLY:

Pt Lt 6, Blk E, Compiled Plan PL92, as in 832485; Burlington
Being the whole of PIN 07067-0058 (LT)
Municipally known as 429 Brant Street

FIFTHLY:

Pt Lts 5 & 6, Blk E, Compiled Plan PL92, as in 406094, s/t 286712; Burlington
Being the whole of PIN 07067-0057 (LT)
Municipally known as 431 Brant Street

SCHEDULE "B"**AMENDMENT NO.106 TO THE OFFICIAL PLAN
OF THE BURLINGTON PLANNING AREA****CONSTITUTIONAL STATEMENT**

The details of the Amendment, as contained in Part B of this text, constitute Amendment No. 106 to the Official Plan of the Burlington Planning Area, as amended.

PART A – PREAMBLE**1. PURPOSE OF THE AMENDMENT**

The purpose of this Amendment is to amend the existing Downtown Core designation of 421 – 431 Brant Street to facilitate the development of a 23 storey, mixed use building with 4 levels of underground parking and a maximum floor area ratio of 9.45:1.

2. SITE AND LOCATION

The subject lands are comprised of the southern portion of the City block bound by Brant Street to the west; James Street to the south; and John Street to the east. The five properties, known municipally as 421, 425, 427, 429 and 431 Brant Street, have a combined area of 0.2 hectares (0.5 acres) and currently accommodate several commercial / retail buildings and operations as well as surface parking areas to the rear accessed from John Street.

Surrounding land uses consist of retail / commercial uses to the north of the subject properties; retail / commercial uses and residential land uses to the east; retail / commercial uses, office uses (southeast), and residential uses (southwest) to the south; and City Hall to the west.

3. BASIS FOR THE AMENDMENT

- a) The subject application proposes intensification that is consistent with the Provincial Policy Statement (PPS). The PPS promotes densities for new housing which efficiently use land, resources, infrastructure and public service facilities. These land use patterns promote a mix of housing, employment, recreation, parks and open spaces and transportation choices that increase the use of active transportation and transit before other modes of travel;
- b) Build towards the achievement of a complete community that is compact, transit-supportive and makes effective use of investments in infrastructure and public service facilities. Contribute towards a community that is well-designed, offers transportation choices, accommodates people at all stages of life and provides

the right mix of housing, and good range of jobs and easy access to stores and services to meet daily needs.

- c) Directing intensification to areas in proximity to transit and mixed use centres by providing policies that identify the appropriate type and scale of development to assist the City in achieving its intensification targets and meet the intent of the Provincial Growth Plan and the Region of Halton Official Plan;
- d) The property is identified within the boundary for the Downtown Urban Growth Centre. Within the Urban Growth Centre boundary as delineated on Schedule B, Comprehensive Land Use Plan – Urban Planning Area, and Schedule E, Downtown Mixed Use Centre, the target is established of a minimum gross density of 200 residents and jobs per hectare, in accordance with the Provincial Growth Plan for the Greater Golden Horseshoe, 2017. The proposed higher intensity development with 169 units will contribute to reaching the minimum density target required for the Urban Growth Centre.
- e) Permitting a high density tall building form supports the City’s residential objectives to broaden the range of housing forms to meet the City’s need and address compatibility with surrounding properties;
- f) The subject development would establish the context of design excellence in the Downtown to maintain and enhance the Downtown’s image as an enjoyable, safe and pedestrian-oriented place designed to complement pedestrian activity and surrounding context;
- g) The subject development would recognize and enhance the civic and public gathering functions existing at the Brant Street and James Street intersection. The development would also establish significant view corridors from James Street to City Hall, Civic Square and the War Memorial (Cenotaph);
- h) The applicant submitted technical studies and reports that provide adequate and appropriate information to support the development; and,
- i) The proposed development is located on lands with adequate infrastructure and in close proximity to transit routes, commercial uses and community amenities so meets Official Plan policies to provide housing opportunities in locations that can reduce travel times and decrease dependence on the car.

PART B – THE AMENDMENT

1. DETAILS OF THE AMENDMENT

Map Change: None Proposed

Text Change:

The text of the Official Plan of the Burlington Planning Area, as amended, is hereby amended as follows:

By deleting policy m) in Part III, Section 5.5 Downtown Mixed Use Centre, Subsection 5.5.8 Downtown Core Precinct, and replacing it with the following policy:

North-east corner of Brant Street and James Street	m) Notwithstanding Part III, Subsection 5.5.8.2 b), c) and e) of this Plan, for the lands described as 421, 425, 427, 429 and 431 Brant Street, the maximum height of buildings shall be 23 storeys and 81 metres. The maximum floor area ratio shall be 9.45:1.
--	--

2. INTERPRETATION

This Official Plan Amendment shall be interpreted in accordance with the "Interpretation" policies of Part VI, Implementation, Section 3.0, Interpretation, of the Official Plan of the Burlington Planning Area.

3. IMPLEMENTATION

This Official Plan Amendment will be implemented in accordance with the appropriate "Implementation" policies of Part VI of the Official Plan of the Burlington Planning Area.

**AMENDMENT No. 106 TO THE OFFICIAL PLAN
OF THE BURLINGTON PLANNING AREA**

File No. 505-01/17
520-02/17

**SCHEDULE E
DOWNTOWN MIXED USE CENTRE
Land Use Plan**

Legend

- Downtown Core Precinct
- Emerald Neighbourhood Precinct
- St. Luke's Neighbourhood Precinct
- Old Lakeshore Road Low Rise Mixed Use Precinct
- Residential - Medium and/or High Density Residential Precincts
- Downtown Urban Growth Centre Boundary (Within the Downtown Mixed Use Centre)

DATE: SEPTEMBER 2017

"Downtown Core Precinct designation to be amended for increased height and density"

SCHEDULE “C”

BY-LAW NUMBER 2020.XXX, SCHEDULE ‘A’ AND EXPLANATORY NOTE

THE CORPORATION OF THE CITY OF BURLINGTON

BY-LAW NUMBER 2020.XXX

Being a By-law to amend By-law 2020, as amended; for 421 – 431 Brant Street, for the purpose of facilitating the development of a 23 storey mixed use building.
File Nos.: 505-01/17 & 520-02/17 (PB-62/17)

WHEREAS Section 34(1) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, states that Zoning By-laws may be passed by the councils of local municipalities; and

WHEREAS the Council of the Corporation of the City of Burlington approved PB-62/17 on November 13, 2017, to amend the City’s existing Zoning By-law 2020, as amended, to permit a residential development consisting of a residential apartment building;

THE COUNCIL OF THE CORPORATION OF THE CITY OF BURLINGTON HEREBY ENACTS

AS FOLLOWS:

1. Zoning Map Number 9A of PART 15 to By-law 2020, as amended, is hereby amended as shown on Schedule “A” attached to this By-law.
2. The lands designated as “A” on Schedule “A” attached hereto are hereby rezoned from DC and DC-434 to DC-473.
4. ***PART 14 of By-law 2020, as amended, Exceptions to Zone Classifications, is amended by replacing Exception 434 with the following:***

Exception 473	Zone DC-473	Map 9A	Amendment 2020.391	Enacted
1. <u>Regulations for Apartment Building</u>				
a) Apartment buildings shall be subject to footnote (g) of Table 6.2.1 and shall contain a minimum of 365 square metres of office space on the second storey				
b) Ground floor retail and/or service commercial area 935m ²				

c)	Lot Area	0.2 ha
d)	Density	169 units maximum
e)	Floor Area Ratio	9.45:1 maximum
f)	Yard Abutting Brant Street	
	Floors 1 to 4	2.9m
	Floors 5 to 18	9.2m
	Floors 19 to 22	10.2m
	Floor 23	15.2m
g)	Yard Abutting James Street	
	Floors 1 to 4	2.6m
	Floors 5 to 18	5.5m
	Floors 19 to 22	6.5m
	Floor 23	14m
h)	Yard Abutting John Street	
	Floors 1 to 4	1.8m
	Floors 5 to 20	5.2m
	Floors 21 and 22	6.2m
	Floor 23	13.5m
i)	Side Yard (North)	
	Floors 1 to 2	0m
	Floors 2 to 5	0m
	Floors 6 to 22	12.4m
	Floor 23	13m
j)	Balconies	
	Floors 2 to 4	Balconies cannot encroach into a required yard
	Floors 5 to 22	Balconies can encroach a maximum of 2m into a required yard
k)	Parking Structure	
	Abutting a street	0.5m
	Abutting all other lot lines	0.7m
	Entrance and exit ramps to below grade parking structure setback	6m
l)	Building Height	23 storey maximum taken from fixed grade up to 81m
	Floor 1	5m
	Floor 2	3.9m
i)	Maximum Floor Area	
	Storeys at or above the 6 th storey	760m ²
j)	Glazing Percentage on the First Storey Elevation	
	Facing a Street	
	John Street	25%
m)	Parking	

Occupant parking	1.2 parking spaces per residential unit
Visitor parking spaces	8
n) Visibility Triangle	
Brant Street x James Street	16m x 16m
James Street x John Street	6m x 6m
2. <u>Community Benefits pursuant to Section 37 of <i>The Planning Act</i>:</u>	
a) To assist in the pursuit of long-term affordable housing in the Urban Growth Centre, the Developer agree to a discount of \$300,000 to be used against the purchase price of up to 10 dwelling units within the subject development, or in the event that a purchase(s) is/are not to occur within the subject development, the Developer agrees to provide the City with a cash contribution of \$300,000 prior to condominium registration, to the satisfaction of the Director of City Building; and	
b) The Developer agrees to provide one (1) publicly accessible car share parking space (indirect community benefit assessed at \$50,000) and contribute to the City's emerging car-share network by accommodating a car-share vehicle for a minimum of two years starting from the first occupancy (indirect community benefit assessed at \$50,000), or equivalent, to the satisfaction of the Director of Transportation; and	
c) The Developer agrees to provide a direct community benefit of a \$50,000 contribution towards the future expansion of Civic Square, to the satisfaction of the Executive Director of Capital Works; and	
d) The Developer agrees to provide public access by way of an easement to be registered on title for lands located at the northeast corner of Brant Street and James Streets, the minimum dimensions of which are in the form of a triangle measured at 16m by 16m (128m ²)(an indirect community benefit assessed at \$75,000) to the satisfaction of the Executive Director of Capital Works; and	
e) The Developer agrees to provide eight (8) visitor parking spaces (indirect community benefit assessed at \$400,000), to the satisfaction of the Director of Transportation; and	
f) The Developer agrees, and it is enshrined within the amending zoning by-law, that increased building setbacks, including widened sidewalks along Brant Street, James Street, and John Street, and view corridors on Brant Street and James Street to City Hall and the Cenotaph (indirect community benefit assessed at \$250,000), to the satisfaction of the Director of City Building; and	
g) The Developer agrees to provide a direct community benefit of \$150,000 towards the public art reserve fund to be used within the publicly accessible privately owned easement area referred to above and/or in the future Civic Square expansion area, to the satisfaction of the Director of City Building; and	
h) The Developer agrees to implement green technology and sustainable architecture elements into the subject property in accordance with either LEED certification standards and/or compliance with the City's Sustainable Building and Development guidelines (indirect community benefit assessed at \$300,000), to the satisfaction of the Director of City Building; and	
i) The Developer agrees to implement City of Burlington Streetscape Guideline Standards within the Brant Street, James Street and John Street public realm areas, including the expanded building setback areas at grade and the publicly accessible open space easement area outlined above (an indirect community benefit assessed at \$150,000), to the satisfaction of the Director of City Building.	
Except as amended herein, all other provisions of this By-law, as amended, shall apply	

- 5 a) When no notice of appeal is filed pursuant to the provisions of the Planning Act, R.S.O. 1990, c.P.13, as amended, this By-law shall be deemed to have come into force on the day it was passed;

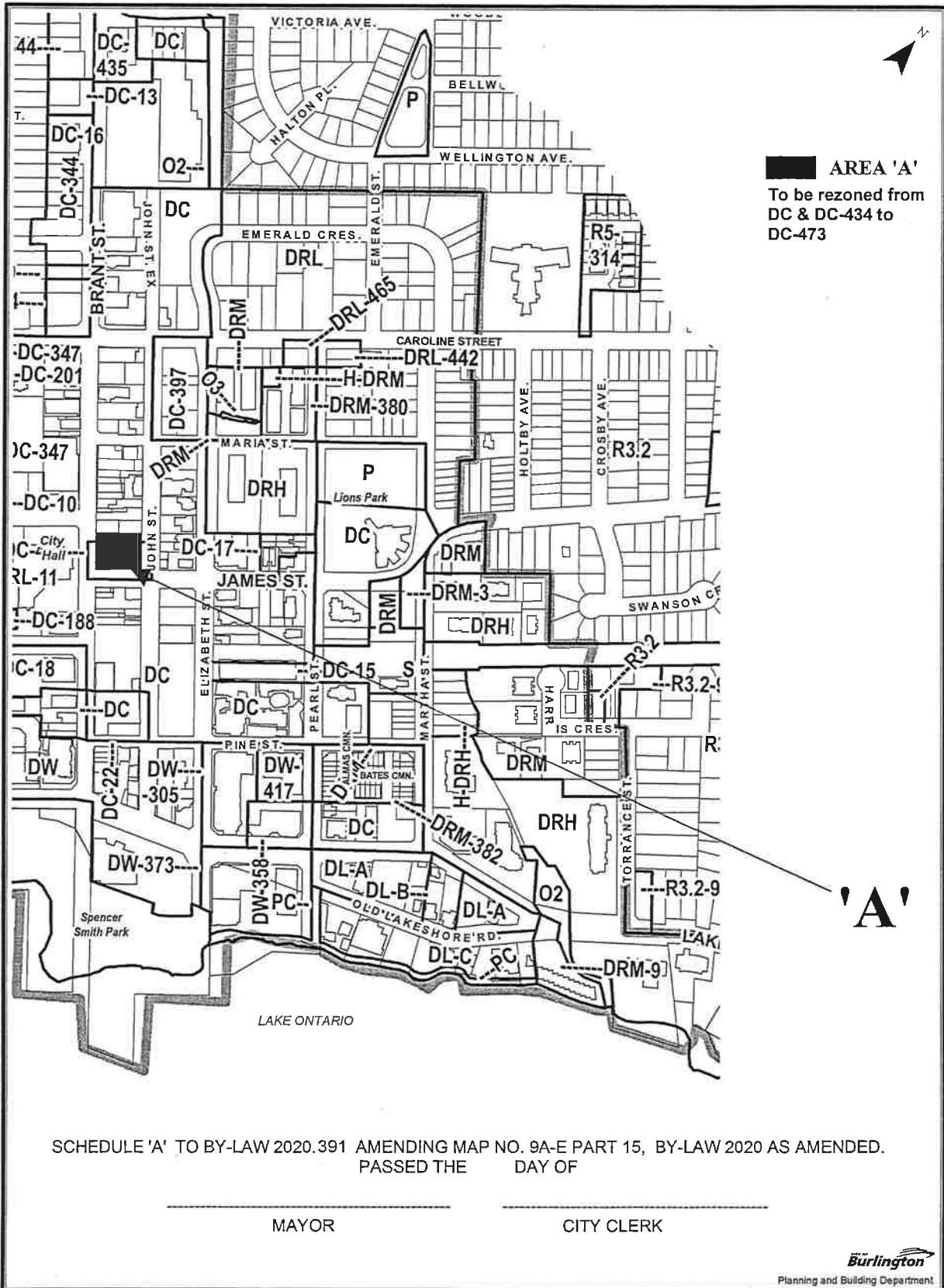
- 5 b) If one or more appeals are filed pursuant to the provisions of the Planning Act, as amended, this By-law does not come into force until all appeals have been finally disposed of, and except for such parts as are repealed or amended in accordance with an order of the Ontario Municipal Board this By-law shall be deemed to have come into force on the day it was passed.

ENACTED AND PASSED this.....day of2018.

_____MAYOR

_____CITY CLERK

Schedule 'A' to By-law 2020.XXX



EXPLANATION OF PURPOSE AND EFFECT OF BY-LAW 2020.XXX

By-law 2020.XXX rezones lands 421 – 431 Brant Street, to permit a mixed-use development consisting of a 23 storey building, with ground floor retail / commercial uses, 2nd floor office uses and residential apartment units above.

For further information regarding By-law 2020.XXX, please contact Kyle Plas of the City of Burlington Planning & Building Department at (905) 335-7600, extension 7453.

LRO # 20 **Transfer Easement**

Received as HR2002374 on 2023 11 23 at 11:31

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 11

Properties

PIN 07067 - 0117 LT Interest/Estate Easement Add Easement
 Description SERVIENT LANDS: PART LOT 7, BLOCK E, COMPILED PLAN 92, DESIGNATED AS PART 10
 ON PLAN 20R-22535; CITY OF BURLINGTON
 DOMINANT LANDS: SEE SCHEDULE.
 Address BURLINGTON

Consideration

Consideration \$2.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name GALLERY DEVELOPMENTS (BRANT STREET BURLINGTON) INC.
 Address for Service 2119 Old Lakeshore Road
 Burlington, Ontario
 L7R 1C8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name THE CORPORATION OF THE CITY OF BURLINGTON
 Address for Service 426 Brant Street
 P.O. Box 5013
 Burlington, Ontario
 L7R 3Z6

Statements

Schedule: See Schedules

Signed By

Denise Patricia Kocsis 1 James Street South 14th flr PO acting for Signed 2023 11 23
 Box 926
 Hamilton
 L8N 3P9
 Transferor(s)

Tel 905-523-1333

Fax 905-523-5878

I have the authority to sign and register the document on behalf of the Transferor(s).

David Martin Klacko 426 Brant Street acting for Signed 2023 11 23
 Burlington
 L7R 3Z6
 Transferee(s)

Tel 905-335-7600

Fax 905-335-7842

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

SCARFONE HAWKINS LLP 1 James Street South 14th flr PO Box 2023 11 23
 926
 Hamilton
 L8N 3P9

Tel 905-523-1333

Fax 905-523-5878

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
 Provincial Land Transfer Tax \$0.00
 Total Paid \$69.95

The applicant(s) hereby applies to the Land Registrar.

File Number

Transferor Client File Number : 18R380
Transferee Client File Number : 575-06-B.27

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 07067 - 0117 SERVICENT LANDS: PART LOT 7, BLOCK E, COMPILED PLAN 92, DESIGNATED AS PART 10 ON PLAN 20R-22535; CITY OF BURLINGTON

DOMINANT LANDS: SEE SCHEDULE.

BY: GALLERY DEVELOPMENTS (BRANT STREET BURLINGTON) INC.
TO: THE CORPORATION OF THE CITY OF BURLINGTON

1. PATTI LYNN SULLIVAN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE CITY OF BURLINGTON described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4. Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
 LRO 20 Registration No. HR2002374 Date: 2023/11/23

B. Property(s): PIN 07067 - 0117 Address BURLINGTON Assessment -
 Roll No

C. Address for Service: 426 Brant Street
 P.O. Box 5013
 Burlington, Ontario
 L7R 3Z6

D. (i) Last Conveyance(s): PIN 07067 - 0117 Registration No. HR2001108
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: David Martin Klacko
 426 Brant Street
 Burlington L7R 3Z6

PUBLIC ACCESS EASEMENT RESERVED BY THE CORPORATION OF THE CITY OF BURLINGTON

Easement Lands: Part 10, Plan 20R-22535

1. Reservation of Easement:

- (a) The Transferor transfers unto the Transferee (the "City"), for be benefit of the City and its successors and assigns, the right, license, liberty, privilege and easement or right in the nature of an easement in perpetuity ("Easement") on, in, over and through the lands designated at Part 10, Plan 20R-22535 (the "Easement Lands"), for the use by the City and by the general public during the times set out herein as a publicly accessible open space and publicly accessible amenity area (collectively "Public Access Rights").
- (b) In addition to the Public Access Rights described herein, the City shall have the right but not the obligation to inspect, maintain, repair and replace improvements on the Easement Lands including any appurtenances, attachments, lighting, markers and other improvements in, on, over and/or through the Easement Lands, all at the Transferor's expense, together with rights of ingress, egress and staging in, on, over and through the Easement Lands for the City's servants, agents, contractors, vehicles, supplies and equipment, for all purposes necessary or incidental to the exercise and enjoyment of the rights reserved in this paragraph (such rights being collectively referred to as "City's Maintenance Rights").

2. Covenants of the Transferor:

- (a) Notwithstanding the City's Maintenance Rights in paragraph 1(b) herein, the Transferor covenants and agrees that: (i) the Transferor is responsible for all aspects of the operation, inspection, maintenance, repair and replacement of the Easement Lands, including but not limited to the clearing of ice, snow and debris, salting, and the repair and replacement of asphalt, concrete, handrails, illumination and any such other paved surfaces on the Easement Lands, together with the ongoing maintenance and upkeep of any and all trees and vegetation on the Easement Lands and that; (ii) the Transferor will maintain the Easement Lands in safe condition and good repair including but not limited to clearing of ice, snow, debris and salting, and will take all reasonable precautions so as to ensure the safe exercise by the general public of the rights reserved herein, all at the sole risk and expense of the Transferor (such obligations collectively being referred to as the "Transferor's Maintenance Obligations"). In undertaking the Transferor's Maintenance Obligations, the Transferor shall minimize to the extent reasonably possible any such temporary short term restrictions on public access to the Easement Lands, provided furthermore that if such temporary short term restrictions are reasonably required in connection with the exercise of the Transferor's Maintenance Obligations herein, the Transferor shall provide a minimum of thirty (30) days prior written notice to the City of the planned temporary short term restrictions and the

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Transferor shall furthermore be responsible for erecting such signage as the City may reasonably require notifying the public of such temporary access restrictions. The City shall advise the Transferor within fifteen (15) days of the date of such notice of any concerns that it may have with respect to the proposed obstruction during exercise of the Transferor's Maintenance Obligations, and, in such event, the Transferor shall consult with the Executive Director Community Planning, Regulation & Mobility to resolve such concerns prior to the proposed commencement of the maintenance or obstruction.

- (b) The Easement Lands shall be illuminated substantially in accordance with plans approved under Site Plan Agreement registered as instrument No. HR1716834 on July 30, 2020 (Site Plan File No. 535-021/18) and any such approved site plan drawings in connection therewith.
- (c) The Transferor covenants and agrees that the Easement Lands will remain open and accessible to the public between the hours of 6:00 a.m. to 12:01 a.m. the following day, 365 days per year, it being provided furthermore that a member of the public may be required to leave the Easement Lands in the case of a person who:
 - (i) unreasonably interferes with or restricts, or attempts to unreasonably interfere or restrict, the ability of other members of the public or other lawful users, including occupants of the condominium development, to access, use or enjoy the Easement Lands or any portion thereof;
 - (ii) carries on, or attempts to carry on, any illegal or unlawful activity on or within the Easement Lands;
 - (iii) acts in a manner unreasonably inconsistent with the intended use of the Easement Lands and the condominium development;
 - (iv) obstructs or injures, or attempts to injure, any other person or persons who are using or enjoying the Easement Lands or any portion thereof;
 - (v) harms or destroys, or attempts to harm or destroy, the Easement Lands or any portion thereof or any property rights associated therewith, and /or property of any person or persons entitled to use or enjoy the Easement Lands;

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- (vi) obstructs, damages, injures or interferes with, or attempts to obstruct, damage, injure or interfere with, any lawful business or occupation carried on by, or any rights or interest of, the building owners (s) or person(s) in lawful possession or ownership of the Easement Lands or condominium development or any portion thereof; or
 - (vii) commits any criminal or quasi-criminal offence or is in breach of any municipal by-law.
- (d) The Transferor covenants and agrees that the Easement Lands will remain free and clear of physical encumbrances; no trees, structures, obstructions, fences, tables, patios or signs of any kind will be placed or permitted to remain on the Easement Lands unless permitted by the City's Executive Director Community Planning, Regulation & Mobility or designate, and all conditions that the City may impose in granting such permission have been fulfilled to the satisfaction of the City. Notwithstanding the generality of the foregoing, the Transferor shall be permitted to install any such physical encumbrances as have been permitted and/or approved under Site Plan Agreement registered as instrument No. HR1716834 on July 30, 2020 (Site Plan File No. 535-021/18) and any such approved site plan drawings in connection therewith. Without limiting the generality of the foregoing, the Transferor acknowledges that the City will not consent to any construction, work, or improvement that will interfere with the Public Access Rights herein.
- (e) No other easement will be granted on, in, over, under or through the Easement Lands other than to or in favour of the City unless the City consents in writing to such easement and all conditions that the City may impose in granting such easement have been fulfilled to the satisfaction of the City.
- (f) This Agreement will be registered against the Easement Lands at the sole cost of the Transferor. Prior to registration the Easement Lands shall be free and clear of all physical and title encumbrances to the satisfaction of the City's Executive Director of Legal Services and Corporation Counsel. For greater clarity, for any financial encumbrances on title, the Executive Director of Legal Services and Corporation Counsel shall be satisfied provided the Transferor obtains, at no cost to the City, any necessary postponements to ensure that this Agreement and the grant of Easement contained herein has priority over any other interest in the Easement Lands.
- (g) The Transferor will not convey by deed, transfer, or grant or assign or exercise a power of appointment or enter into an agreement of purchase and sale in respect of the Easement Lands, or any portion thereof, or enter into any other agreement or lease which has or could have the effect of granting the use of or right in the Easement Lands, or any portion thereof, unless the Transferor requires the proposed purchaser, transferee, grantee, assignee, lessee, or other person who would be entitled to the benefit of such agreements or transactions, as the case may be, to execute and deliver

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to the City an agreement with the City, satisfactory in form and content to the City's Executive Director of Legal Services and Corporation Counsel, in which such person agrees to assume and be bound by the covenants and obligations of the Transferor set out in this Agreement and be bound by the terms of this Easement, and agrees to obtain from any purchaser, transferee, grantee, assignee, lessee the same undertaking, so that at all times there is in force in favour of the City the agreement to be bound provided for in this paragraph. The foregoing requirement shall not apply to purchasers of condominium units provided that the covenant to comply with this Easement together with an assumption of all of the covenants and obligations of the Transferor herein are contained in the Condominium Declaration.

- (h) The Transferor will, from time to time and at all times hereafter, fully indemnify and save harmless the City, or its councilors, directors, elected or appointed officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns, or any of them, (collectively, the "Indemnified Persons") from and against all actions, causes of action, suits, claims, demands, damages, liability, interest, expenses, losses, costs, liens, charges, prosecutions and any other proceedings whatsoever which may be brought against or made upon the Indemnified Persons, or any of them (collectively, "Claims"), and from and against all loss, costs, charges, liens, demands, judgments, damages, expenses, or interest they may suffer, sustain or be put to in respect of, resulting from, or arising out of any loss, damage, or injury (including death resulting from injury) to any person or property (collectively, "Losses") which result directly or indirectly from, is sustained by reason of, or arise out of: (i) the Easement or rights reserved in the Easement, except if, and to the extent, such Claims or Losses are the result of the gross negligence or willful misconduct of the Indemnified Persons; (ii) the default by the Transferor of any of its obligations herein, including the Transferor's obligation to maintain the Easement Lands in proper and good repair in and condition in accordance with this Agreement; (iii) any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly, resulting from or sustained by reason of any act or omission of the Transferor or any person for whom it is in law responsible, in connection with the Easement or the exercise of rights under the Easement; (iv) the use or occupation of the Easement Lands, or adjoining lands by the Transferor, its agents, contractors, employees, tenants, permitted occupants, invitees or any person for whom the Transferor is responsible at law, whether or not such act or omission is otherwise permitted pursuant to the terms of this Agreement.

- (i) The Transferor shall take out and maintain, at its expense, commercial general liability insurance with respect to the Easement Lands for a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the City) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the Easement Lands. The insurance policy shall include the City as an additional insured and

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shall contain a cross-liability and severability of interest clause and include contractual liability coverage. The liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect protection given by the policy to any other insured. The liability insurance policy shall include a clause providing the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Transferor shall supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the City's Executive Director Community Planning, Regulation & Mobility or designate within thirty (30) days of issuance and evidence of continuance shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance.

- (j) The Transferor releases, remises and forever discharges the Indemnified Persons from any and all manner of actions, causes of action, suits, claims, demands and any other proceeding whatsoever which the Transferor had, now has, or which its successors and assigns or any of them can, will, or may have against the Indemnified Persons, for or by reason of the existence or use of the Easement Lands or maintenance thereof including, without limiting the generality of the foregoing, any claim for consequential damages.
- (k) If the Transferor, in the sole and absolute opinion of the City's Executive Director Community Planning, Regulation & Mobility or designate, is in default of any of its obligations under this Agreement, the City may give twenty-four (24) hours notice of the default to the Transferor. In the event that the Transferor fails to cure the default within the twenty-four (24) hour period, or in the case of an emergency, the City's Executive Director Community Planning, Regulation & Mobility or designate being the sole judge thereof in either case, the City may without notice or any form of legal process whatsoever, cure the default. The Transferor shall pay to the City, upon demand, the cost to the City of curing the default. The City may recover the cost and any interest from the Transferor in any court of competent jurisdiction, as a debt due and owing to the City.

3. Notice:

- (a) Any notice, consent, approval or other communication required, permitted or desired to be given ("Notice") under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered by personal delivery or by prepaid registered mail to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like Notice:

If to the Transferor: Gallery Developments (Brant Street Burlington) Inc.
50 King Street East
Hamilton, ON
L8N 1A6

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If to the City: City Hall
426 Brant Street
P.O. Box 5013
Burlington, Ontario L7R 3Z6

Attention: Executive Director Community Planning,
Regulation & Mobility

With a copy to:

City Hall
426 Brant Street
P.O. Box 5013
Burlington, Ontario L7R 3Z6

Attention: Executive Director of Legal Services and
Corporation Counsel

For the purpose of this section, "Business Day" means a day which is not a Saturday or a Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario or a day that the City of Burlington is not open for business. Any Notice so given will be deemed conclusively to have been given and received on the date of delivery, if personally delivered, or on the third (3rd) Business Day following the date of mailing if sent by prepaid registered mail, provided that if there is any anticipated or existing postal dispute, Notice will be personally delivered.

4. General:

- (a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns including successors in title from title to time. The burden of the Easement hereby granted shall run with and bind each and every portion of the Easement Lands and shall be binding upon the Transferor, its successors and assigns and successors in title of the Easement Lands.
- (b) The benefit of the Easement, which the parties hereto acknowledge and agree is for the purpose of a transportation system, including public access and other public utilities, will run with and be appurtenant to the lands and hereditaments of the City and every part thereof, which lands and hereditaments include, without limitation, the City's public lanes, roads and highways. The parties furthermore acknowledge and agree that, in the event it should be determined that, notwithstanding the agreement of the parties as set out herein, all or a portion of this Easement does not pertain to a transportation

- 7 -

system or other public utility, then the dominant tenement shall be all or any portion of: the lands forming part of the public highways known as Brant Street and James Street legally described in the parcel registers for PINs 07067-0001 and 07067-0002 respectively.

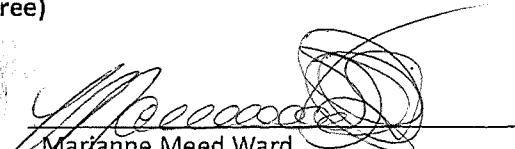
- (c) This Agreement shall be construed in accordance with the laws of the Province of Ontario.
- (d) The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers.
- (f) The parties will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true meaning of this Agreement.
- (g) Time will in all respect be of the essence of all matters provided for in this Agreement, provided that the time for doing or completing of any matter may be extended or abridged by an agreement, in writing, executed by the City and the Transferor, or by their respective solicitors who are expressly appointed for that purpose.
- (h) Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City will not be prevented or prejudiced in carrying out its statutory rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligation on the City's officers, employees, agents, representatives or elected and appointed officials.
- (i) No communication or dealing between the Transferor and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Transferor and the City as parties to the Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Transferor as parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as party to this Agreement and the Transferor as a party to this Agreement will relieve the Transferor from the responsibility of discharging its lawful obligations to the City


imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Transferor imposed by this Agreement.

THIS INDENTURE shall enure to the benefit of and be binding upon the City, the Transferor and their respective heirs, executors, administrators, successors and assigns.

DATED the 22nd day of November 2023.

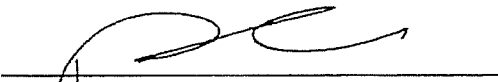
THE CORPORATION OF THE CITY OF BURLINGTON
(Transferee)

Per: 
Marianne Meed Ward
Mayor

Per: 
~~Kevin Arjoon~~ Samantha Yew
Acting City Clerk / Deputy City Clerk

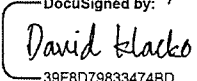
We have authority to bind the Corporation

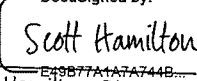
GALLERY DEVELOPMENTS (BRANT STREET
BURLINGTON) INC.
(Transferor)

Per: 
Name: Domenic Carnicelli
Title: Co-President

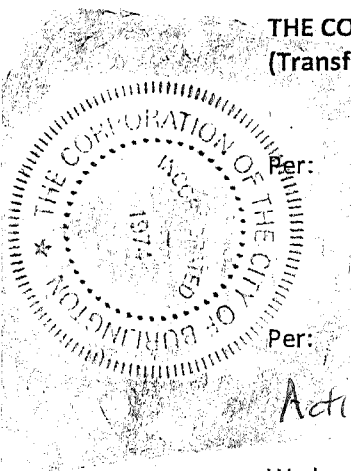
Per: _____
Name:
Title:

I have authority to bind the Corporation

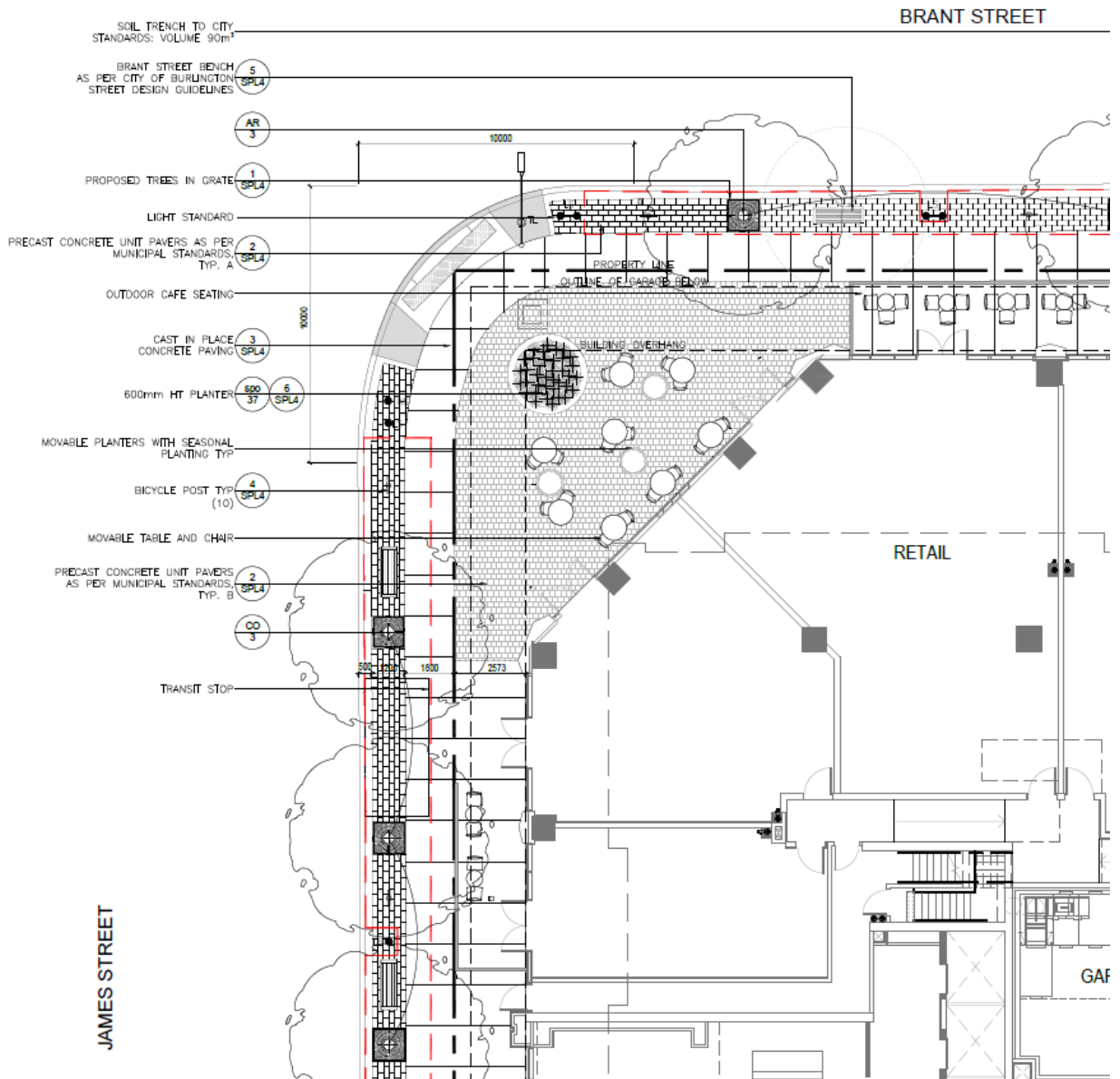
City of Burlington
Legal Department
Approved as to Form By:
DocuSigned by:

39F8D79833474BD...
David Klacko
Date: Nov-20-2023 | 16:37 EST

City of Burlington
Capital Works
Department
Approved as to Content By:
DocuSigned by:

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Scott Hamilton, Director
Date: Nov-20-2023 | 15:29 EST

City of Burlington
Authorized by By-law:
25-2018
Passed on: April 26/18
Item: PB-33-18



Appendix D – Approved Site Plan



SUBJECT: Update to finance department report FIN-24-25 - 2026 Financial Forecast to reflect revised Regional budget increase

TO: Committee of the Whole

FROM: Finance

N/A

Report Number: FIN-24-25

Wards Affected: ALL

Date to Committee: July 7, 2025

Date to Council: July 15, 2025

To determine the overall property tax increase (City, Region and Education), finance department report FIN-24-25 used an estimated 2026 increase of 4.3% for Halton Region (inclusive of police services).

This value was based on the 2026 forecast presented in the Region's 2025 Budget.

Subsequent to the publishing of finance department report FIN-24-25 regarding the 2026 Financial Forecast, Halton Region released their 2026 Budget Directions Report FN-17-25. This report is scheduled to be discussed at Regional Council on July 9, 2025.

FN-17-25 revises the 2026 increase for Halton Region (inclusive of police services) to 3.1%.

As a result of this update, the overall property tax increase (City, Region and Education) quoted within FIN-24-25 can be reduced from 4.4% to 4.0%.

This change does not alter the forecasted City budget change of 5.80% or City portion of the overall increase of 2.98%.

A revised Multi-year Simulation reflecting this adjustment to the Halton Region rate is attached as Appendix A.

This is outlined in the revised table below:

Budget Drivers	Overall Share of Tax Bill	2026 Budget Change (thousands)	2026 Budget % Change	2026 Total Tax Increase
Maintaining Service Levels		\$ 9,338	2.75%	1.6%
Operating Impacts of New Infrastructure		\$ 1,611	0.60%	0.3%
Operational and Financial Sustainability		\$ 100	0.04%	0.0%
Provision to Infrastructure		\$ 5,537	2.08%	0.9%
Total Base Budget		\$ 16,586	5.47%	2.83%
Sustaining City Operations, Financial Oversight and Risk Mitigation		\$ 207	0.08%	0.04%
Enhancing Services		\$ 673	0.25%	0.11%
Total City of Burlington	52.1%	\$ 17,466	5.80%	2.98%
Region of Halton	32.9%		3.10%	1.02%
Education	15.1%		0.00%	0.00%
Total			4.00%	4.00%

Author:

Lori Jivan
 Manager of Budgets & Policy
 Finance Department
 lori.jivan@burlington.ca

Attachments:

- A. Multi-Year Simulation (Revised to reflect updated Regional budget increase)

Memo Approval:

All memos are reviewed and approved by the Commissioner, Head of Corporate Affairs, Chief Financial Officer, and Commissioner of Legal and Legislative Services/City Solicitor.

Multi-Year Budget Simulation (\$ Thousands)

Appendix A of Report FIN-24-25 (revised)

Description		Forecast				
		2026	2027	2028	2029	2030
	City Tax Levy	\$ 264,724	\$ 282,190	\$ 301,456	\$ 321,549	\$ 341,639
1 & 2	Maintaining Service Levels (Base Budget)	\$ 9,338	\$ 9,071	\$ 9,431	\$ 9,806	\$ 10,197
3	% Assessment Growth	0.75%	1.00%	1.00%	1.00%	1.00%
4	Operating Impacts of New Infrastructure					
	Software Maintenance Costs and Enhancements to Systems	\$ 482	\$ 295	\$ 319	\$ 342	\$ 348
	New Asset Maintenance from the Capital Program	\$ -	\$ 150	\$ 194	\$ 180	\$ 180
	Operating impact of Community Growth	\$ 276	\$ 560	\$ 560	\$ 560	\$ 747
	Bateman Operating Costs and Debt Charges	\$ 300	\$ 750	\$ 1,023	\$ 273	\$ -
	Expansion of Transit Service	\$ 554	\$ 554	\$ -	\$ -	\$ -
5	Operational and Financial Sustainability					
	Maintaining Recreational Assets (Preventative Maintenance)	\$ 100	\$ 100	\$ -	\$ -	\$ -
6	Provision to Infrastructure					
	Infrastructure Renewal Levy	\$ 5,287	\$ 5,644	\$ 6,029	\$ 6,431	\$ 6,833
	Multiyear Community Investment Plan Funding	\$ 250	\$ 750	\$ 1,000	\$ 1,000	\$ 1,000
	Additional Base Budget Items	\$ 7,249	\$ 9,363	\$ 9,685	\$ 9,346	\$ 9,854
	Key Investments					
7a	Sustaining City Operations, Financial Oversight and Risk Mitigation	\$ 207	\$ 389	\$ 485	\$ 246	\$ 175
7b	Enhancing Services	\$ 673	\$ 342	\$ 292	\$ 393	\$ 401
	Total Key Investments	\$ 880	\$ 731	\$ 777	\$ 638	\$ 576
8	Allowance for Unknown Factors		\$ 100	\$ 200	\$ 300	\$ 400
	Total Net Taxes	\$ 282,190	\$ 301,456	\$ 321,549	\$ 341,639	\$ 362,666
	City Budget Increase (%)	5.80%	5.77%	5.61%	5.20%	5.10%
	City Share of Overall Property Tax Increase (%)	2.98%	3.02%	2.97%	2.79%	2.78%
	Overall Property Tax Increase (including Region and Education) (%)	3.97%	3.99%	3.95%	3.77%	3.75%
	Overall Property Tax Increase (including Region and Education) (%)	4.00%	4.32%	4.11%	3.89%	3.87%

Regional tax increase estimated at 3.0% in 2026 - 2030

Regional tax increase estimated at 3.1% in 2026, 4.0% in 2027, 3.5% in 2028 and 3.4% thereafter



2025 Asset Management Plan

Committee of the Whole
Date: July 7, 2025



PWS 30-25, COW
July 7, 2025
Staff presentation

Purpose of the Asset Management Plan

Asset Management

Coordinated activity of an organization to realize value from assets.

Realization of value will normally involve a balancing of costs, risks, opportunities and performance benefits.

Informs long-term capital planning

Supports consistent service delivery

Enables sustainable financial decisions

Helps manage risk and infrastructure performance



SUPPORTS
BURLINGTON'S
STRATEGIC PLAN



- FINANCIAL
SUSTAINABILITY



- RESILIENT
INFRASTRUCTURE

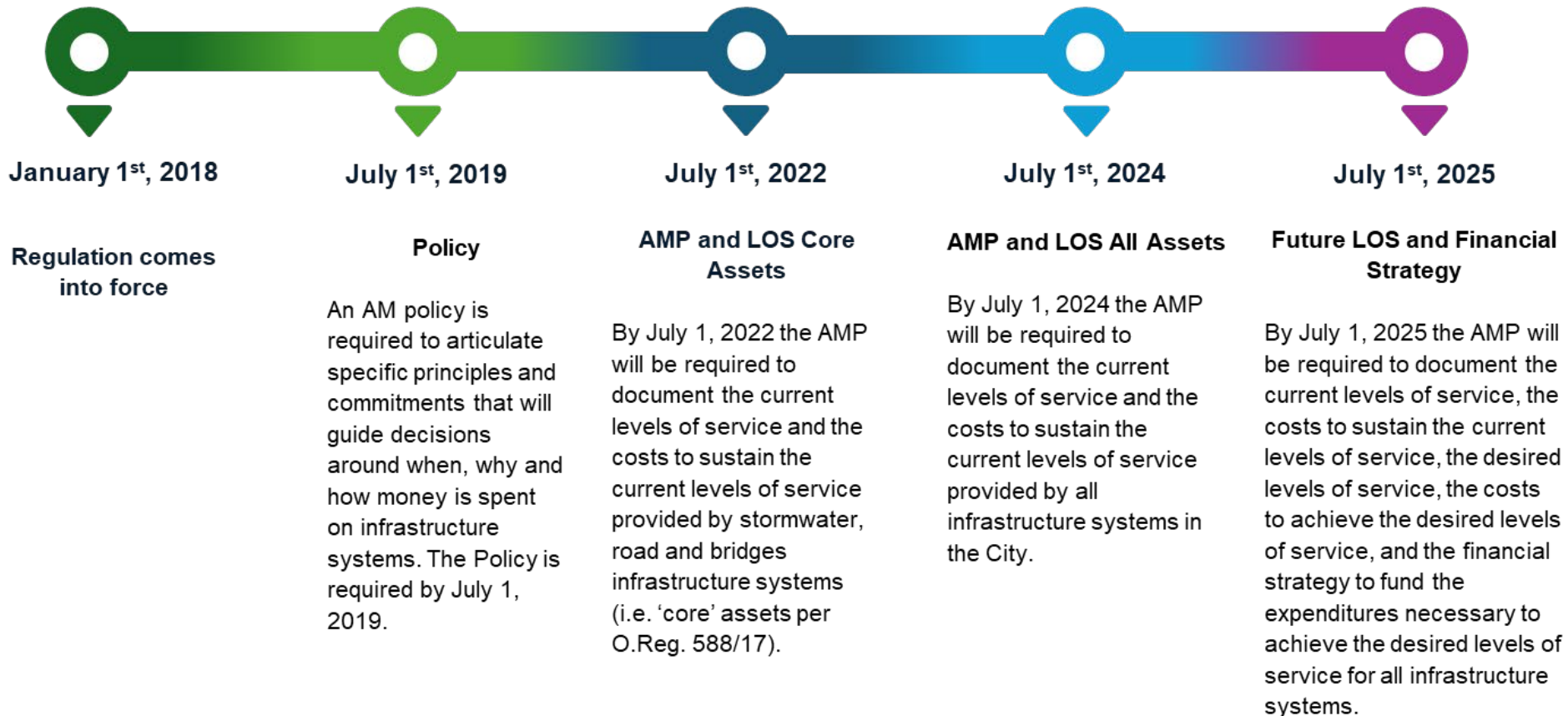


- CLIMATE ADAPTATION



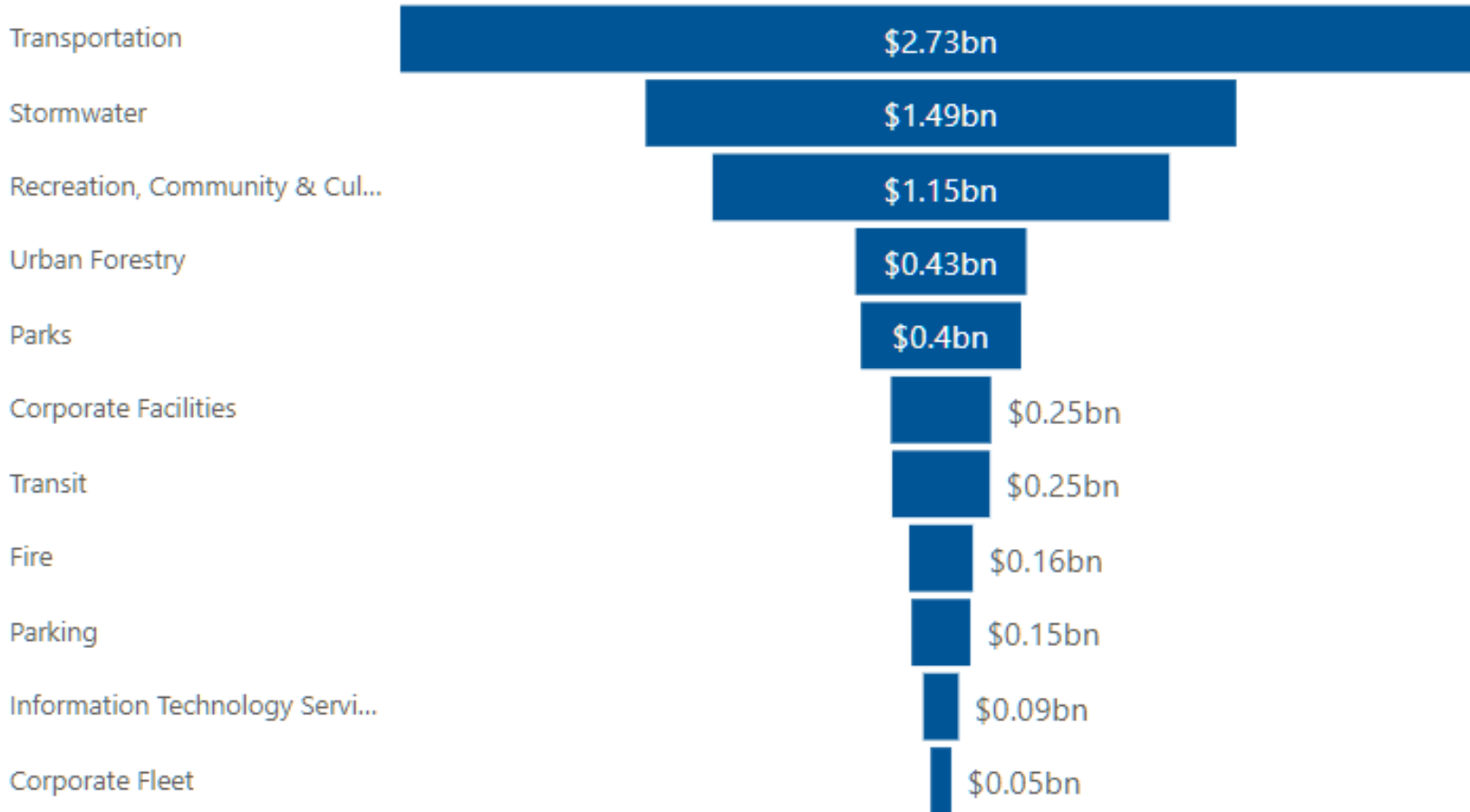
INTEGRATED WITH
BUDGET, CLIMATE, AND
GROWTH PLANNING

Legislative Requirements (O. Reg. 588/17)



State of Infrastructure Snapshot

Replacement Value by Asset Service



76 **\$7.15 Billion**

State of Infrastructure Snapshot

Replacement Value
\$7.15bn

Average Condition
Good

Risk Rating
Low

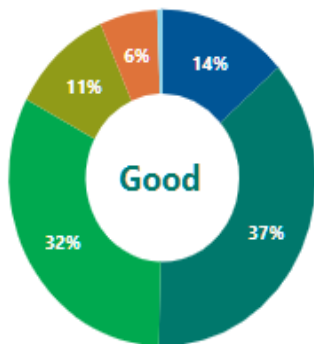
Overall Data Confidence
B

Average Age | Service Life
33 | 65

Average OSI Condition

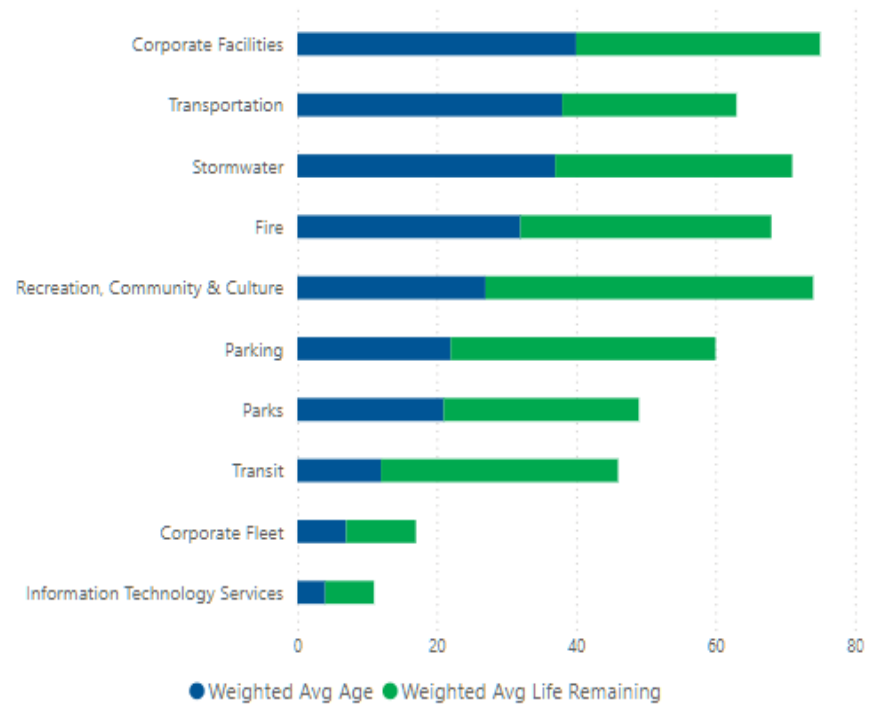


Asset Condition



- Very Good
- Good
- Fair
- Poor
- Very Poor
- Unknown

Average Age and Remaining Service Life



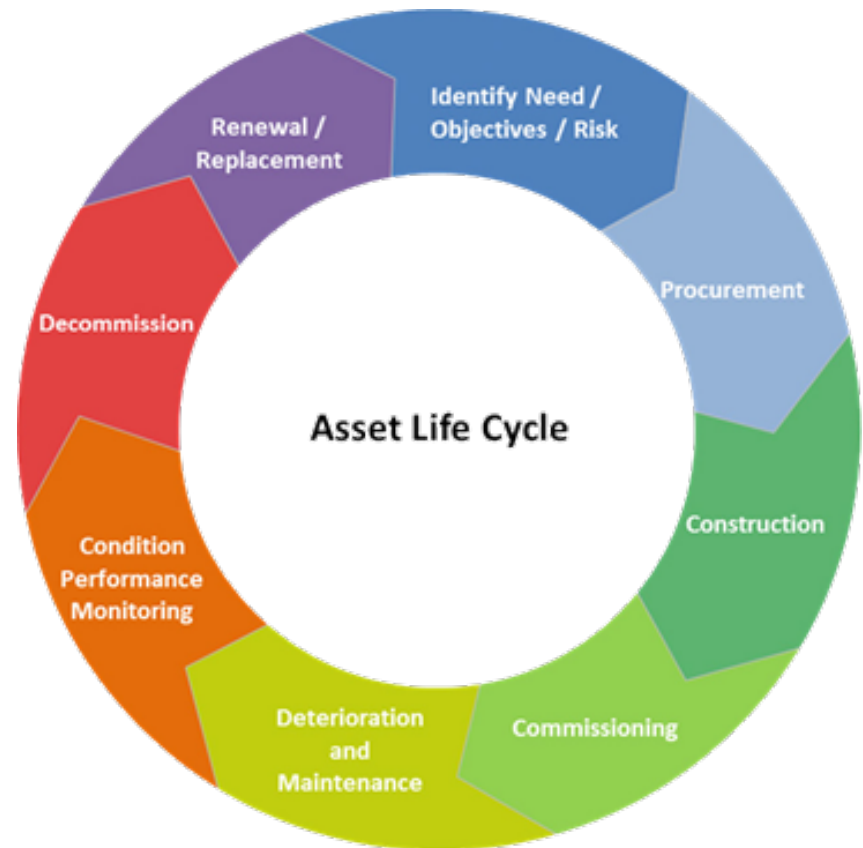
Risk & Lifecycle Strategies

Risk = Likelihood ×
Consequence

Key risks: climate change,
aging assets, funding gaps

Lifecycle: Maintenance →
Rehab → Replacement

Goal: Optimize total cost
over lifecycle



Levels of Service (LOS)

Community LOS: What the public sees/experiences

Community Levels of Service

“What residents experience”

- Roads are smooth and safe
- Parks are clean and accessible

Focus is on:

Safety, accessibility, appearance, reliability

Technical LOS: Metrics and service targets

Technical Levels of Service

“How assets perform”

- Pavement Quality Index ≥ 70
- Play structures inspected monthly

Focus is on:

Condition, capacity, function

Quality & Reliability

Standardized LOS
Measurement Dials

Technical LOS

- Reinvestment Rate
- State of Good Repair \$ Backlog

Lead indicators

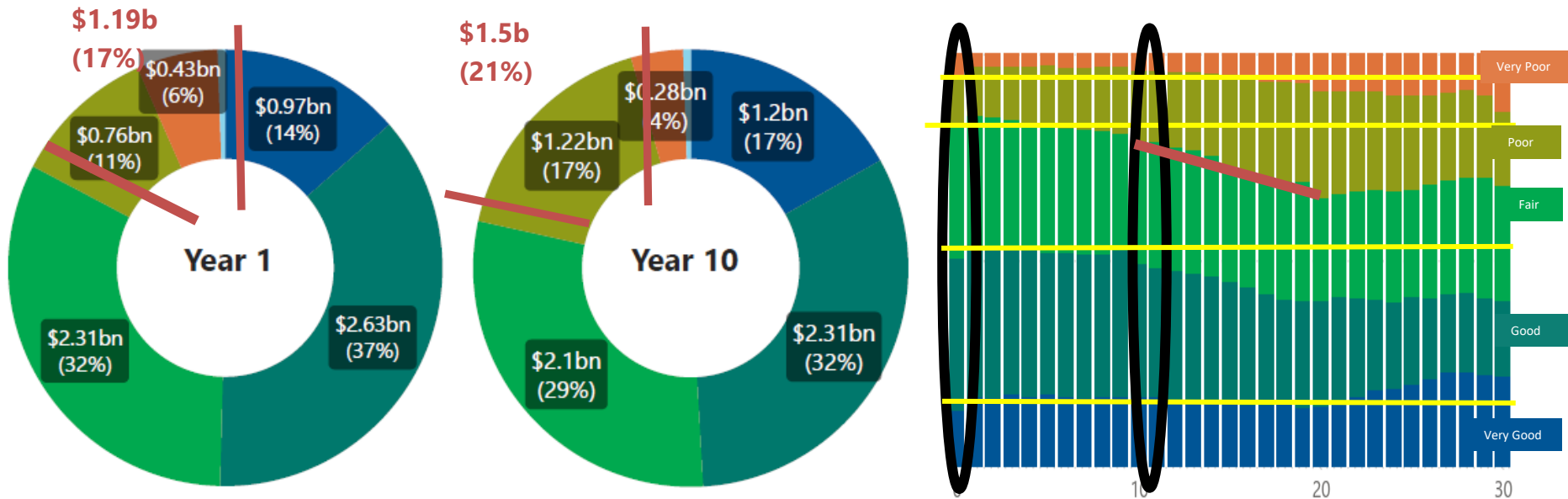


Community LOS

- Percentage of Assets in Poor or Very Poor Condition

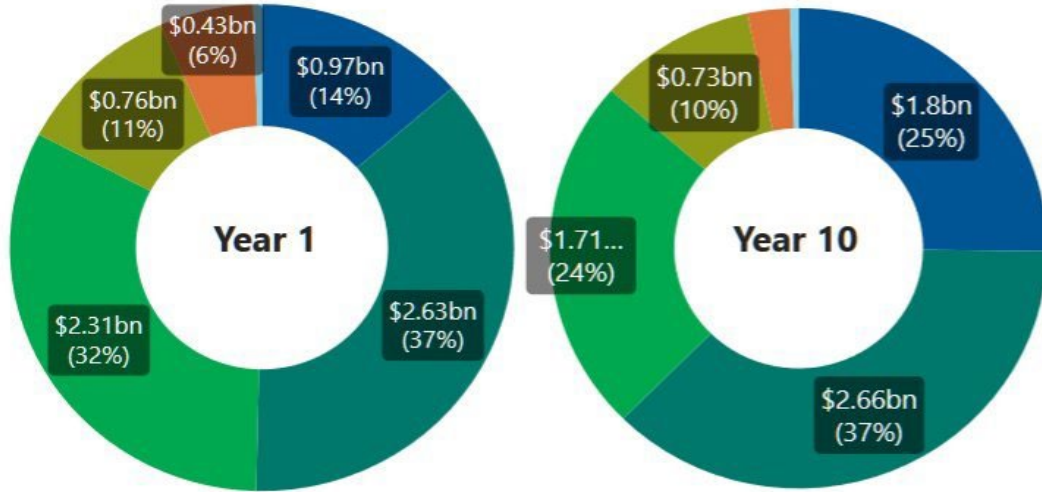
Lag indicators

Planned State of Good Repair Investment

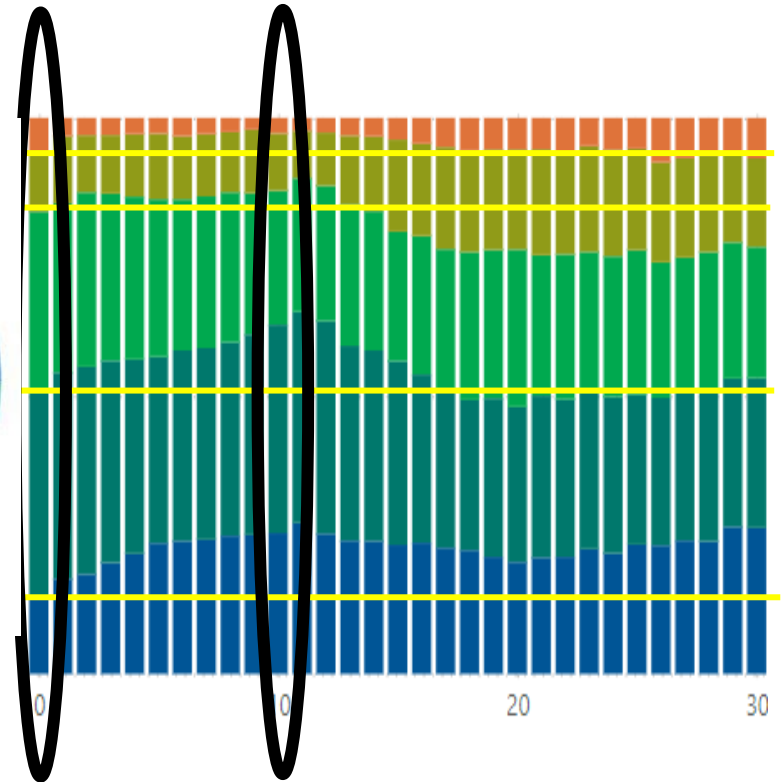


\$868M over 10 years

Optimized "Unconstrained" State of Good Repair Investment



\$1.4B over 10 years



Levels of Service Strategic Options ("Pathways")

Pathway 1: Maintain Current Spending & Monitor LOS

- Continue current spending levels and observe how key Level of Service (LOS) metrics evolve over time. This approach acknowledges the potential for declining LOS.
- *Risk: Potential LOS erosion.*

Pathway 2: Stabilize Current LOS

- Maintain the current LOS by stabilizing key metrics. This may require reallocating existing capital funds or securing additional funding to address any downward trends.
- *Goal: Preserve current service levels.*

Pathway 3: Strategic LOS Reduction

- Reduce LOS in specific asset sub-categories to address State of Good Repair deficits and/or reallocate resources to higher-priority areas. This is a strategic prioritization exercise.
- *Focus: Resource optimization.*

Pathway 4: Targeted LOS Improvement

- Invest strategically to improve LOS in specific asset sub-categories. This will result in improved key metrics (e.g., asset renewal ratios). This pathway is particularly relevant for problematic areas with public safety risks or regulatory non-compliance.
- *Goal: Address critical deficiencies and enhance service.*

Strategy Comparison Overview

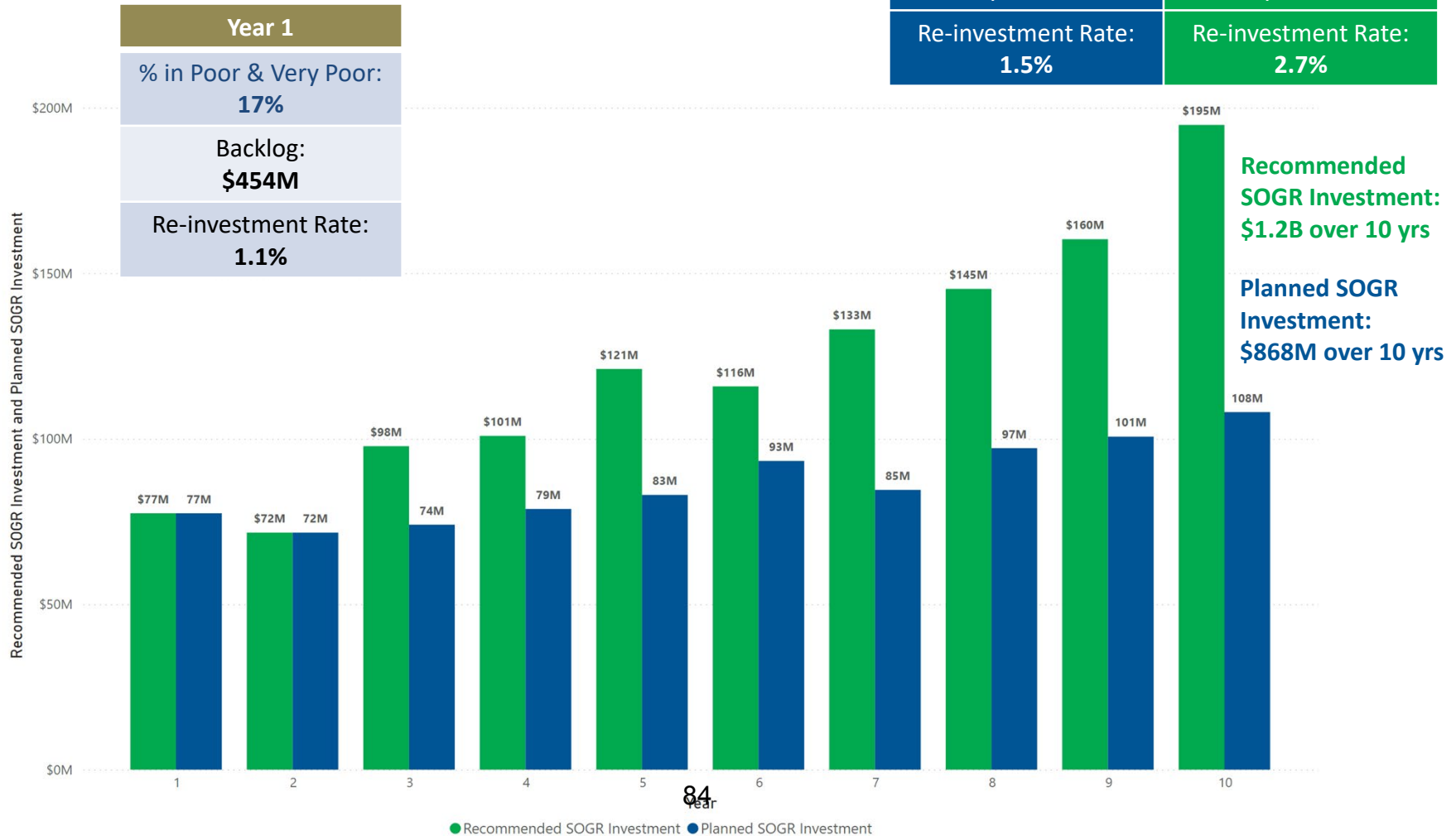
Strategy	Cost (10-Year)	% Assets in P/VP	Key Features
Planned State of Good Repair Investment	\$868M	21%	Lower investment, moderate deterioration, higher future risk
Stabilize LOS Investment (Recommended)	\$1.22B	17%	Higher investment, better asset condition, supports service reliability

Key Differences:

- **Investment Level:** \$352M higher for recommended strategy
- **Asset Health Outcome:** 4-point drop in P/VP condition (\$285M ~19% reduction)
- **Strategic Approach:** Reactive vs. proactive asset management

Planned vs Recommended SOGR Investment

Year 10	
Planned SOGR Investment	Recommended SOGR Investment
% in Poor & Very Poor: 21%	% in Poor & Very Poor: 17%
Backlog: \$515M	Backlog: \$380M
Re-investment Rate: 1.5%	Re-investment Rate: 2.7%



Impacts & Benefits Summary

Planned State of Good Repair

- Lower cost but risks compounding deterioration
- Increased potential for service disruptions and emergency costs
- Defers full resolution of asset performance issues

Stabilize Level of Service (Recommended)

- Improves long-term service reliability and asset performance
- Reduces lifecycle costs through timely renewal
- Builds resilience for future demands and growth
- Supports sustainable financial and service planning

Conclusion:

Investing in the **Stabilize LOS** strategy provides stronger long-term value and positions the municipality to maintain consistent, reliable services while managing risk responsibly.

Financing Strategy - Overview

Ensure long-term financial sustainability by aligning asset needs with funding capacity.

Asset Management Financial Strategy:

- Connects service expectations to affordability
- Supports long-term infrastructure sustainability
- Guides budget and capital planning decisions
- Identifies and addresses funding gaps
- Enables informed trade-offs and risk management

Key Components:

- Asset-lifecycle investment needs
- Infrastructure funding gaps
- Revenue sources (taxes, fees, debt, grants)

Financing Strategy – Key Actions

- **Increase Revenue Access**
 - Optimize existing revenues (e.g., infrastructure levy)
 - Explore new tools (e.g., stormwater fees)
 - Maximize provincial/federal funding
- **Adjust Service Levels**
 - Assess options to maintain, improve, or strategically reduce service levels
 - Focus on cost-effective, risk-based outcomes
- **Apply an Affordability Lens**
 - Ensure strategic and master plans reflect lifecycle costs
 - Balance desired service levels with financial capacity
- **Prioritize Critical Assets**
 - Target investments to address assets in Poor/Very Poor condition
 - Mitigate risk of failure and service disruption
- **Strengthen Budget Integration**
 - Align AMP with annual budget and long-term financial plan
 - Improve forecasting and decision-making with EAMS data

Financing Strategy - Opportunities

Revenue Option	Description
Taxation Revenues	<ul style="list-style-type: none"> • Adjustments to the dedicated Infrastructure Renewal levy, funded from property tax revenue • Consider phased increases to the levy based on the needs as outlined in the AMP
Grants and Government Transfers	<ul style="list-style-type: none"> • Grants from senior levels of government (e.g. Provincial Gas Tax, Federal Gas Tax and Investing in Canada Infrastructure Program) • Continue to actively pursue federal and provincial infrastructure grants and maintain a grant readiness pipeline
User Fees and Charges	<ul style="list-style-type: none"> • Increase cost recovery or apply full-cost pricing principles • Review existing fees and investigate adding new fees (e.g. Stormwater user fee)
Debt Financing	<ul style="list-style-type: none"> • Apply to large capital projects with long useful lives and lifecycle savings and/or intergenerational fairness is evident • Balance with other corporate priorities to maintain Council-approved thresholds

Recent Improvements & Integration



Improved data quality and inventory



New software tools and integrations (e.g., EAMS)



Community Engagement and Proposed LOS



Enhanced coordination with capital planning



Staff training and process updates



Provide future input on LOS targets and funding priorities



Key Messaging / Councillor Questions

- What questions can we anticipate from Councillors? Specific Councillors?
- Data/reporting interests?
- Data gaps e.g. Historical Operating Expenditures ('24-25). Expenditures for both operating and capital do not align with AMP service framework
- Future reporting to Council (annual progress, update AMP, timing with budget)?
- Growth?

Next Steps & Discussion



Approve

Approve the Corporate 2025 AMP with recommended LOS and capital investment



Support

Support further Asset Management integration into planning & finance

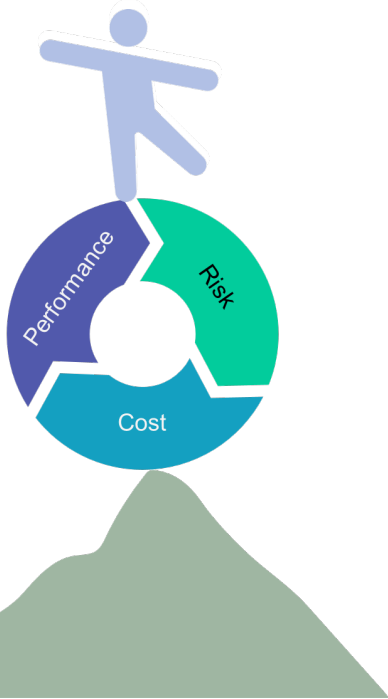


Provide

Provide future input on LOS targets and funding priorities

Asset Management

Balancing priorities



Performance

- What service is required
- Where it must be delivered



Risk

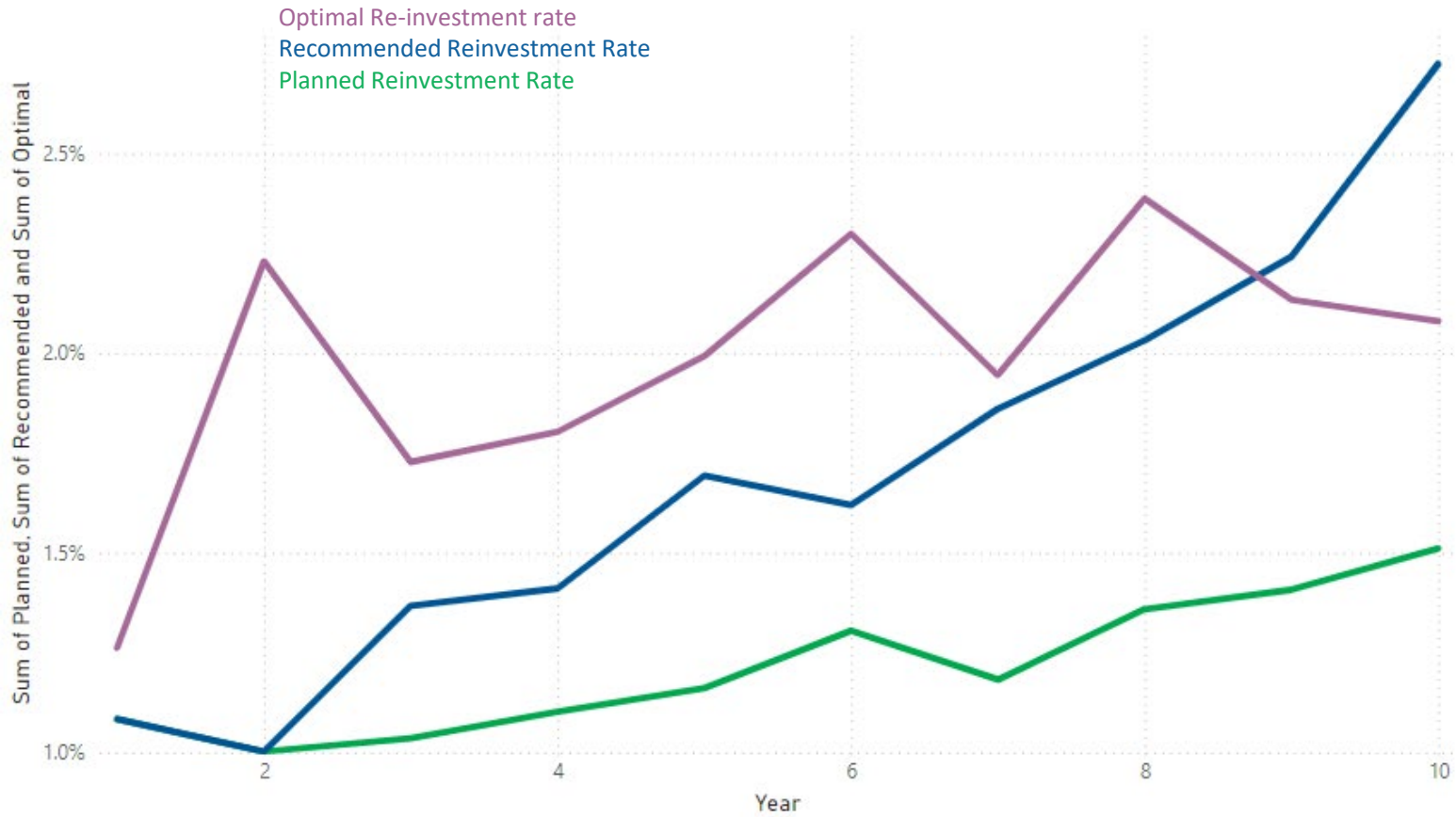
- How might service be disrupted?
- How likely are each of these events?



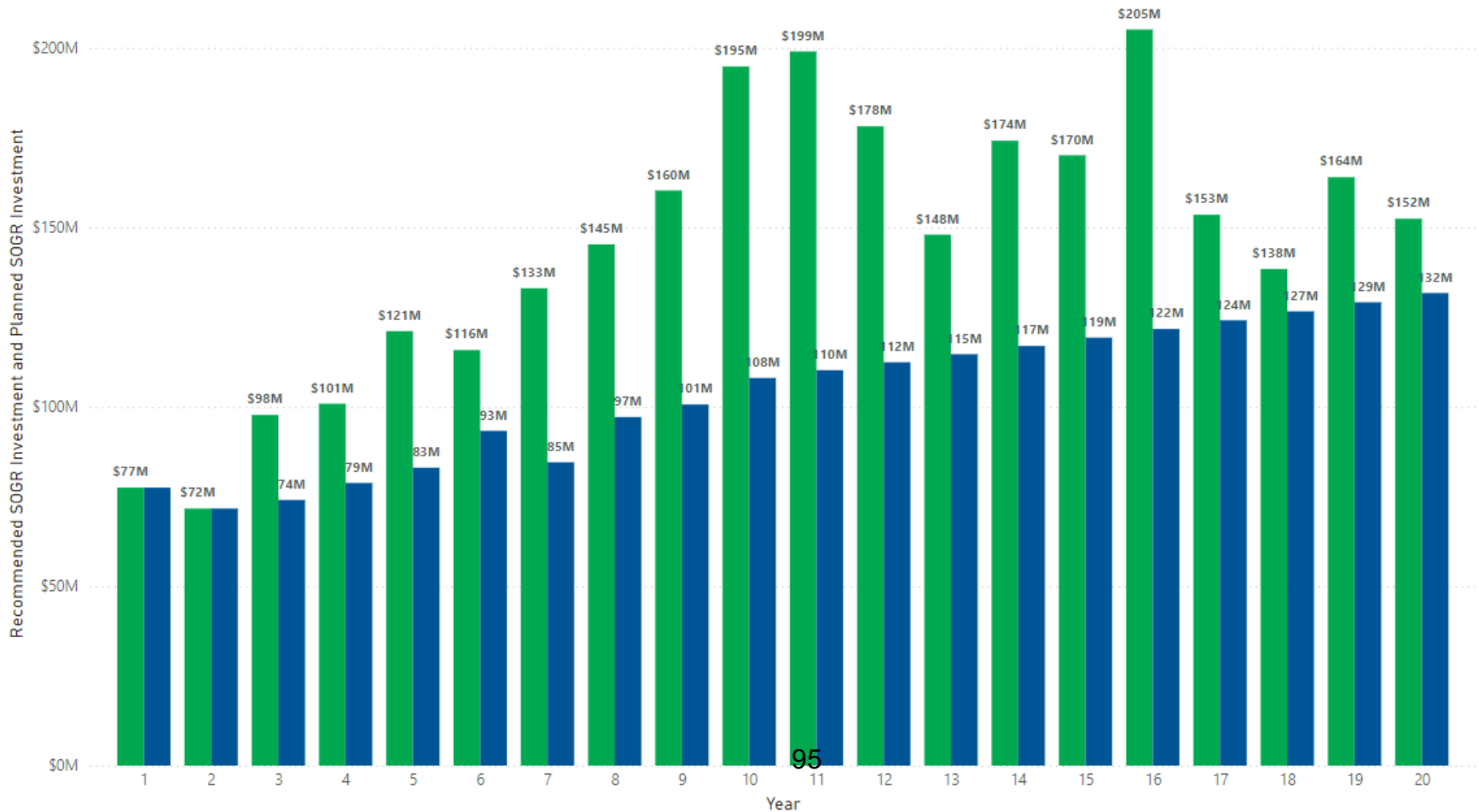
Cost

- Asset costs are directly impacted by economic inflation
- Many asset have existing backlogs

Optimized SOGR Investment



Planned vs Recommended SOGR Investment



Statutory Public Meeting & Recommendation Report

Application for Official Plan and Zoning By-law Amendment

Applicant: KFA Architects and Planners Inc
Addresses: 35 Plains Road East
Ward: 1
File: 505-05/25 and 520-06/25
Date: July 8, 2025
Report: DGM-40-25

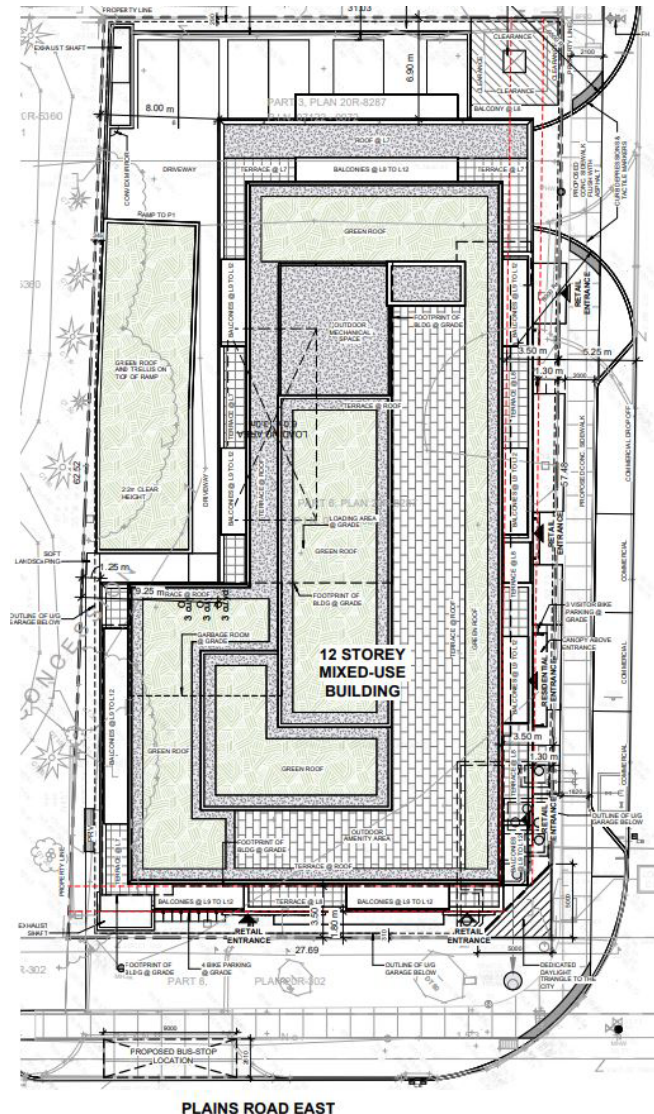
Overview of Development Site



Application History

- Pre-Application Community Meeting – June 10, 2024
- Application Deemed Complete – March 14, 2025
- Notice of Complete Application and Request for Public Comments – March 31, 2025
- Notice of Statutory Public Meeting and Recommendation Report – June 10, 2025
- Statutory Public Meeting – July 8, 2025

Proposal and Modifications



- 13-storey mixed use building consisting of ground floor retail and service commercial uses with 161 residential units above
- Amenity Area Rates:
 - Proposed development: 10m² per unit (1,657 m²)
 - Existing permissions: 17m² per unit (1,240m²)
 - Staff recommendation: 15 m² per unit (2,415m²)

Proposed Official Plan Amendments

- Increased maximum building height from 9 to 13 storeys
- Increased maximum Floor Area Ratio (FAR) from 4.4:1 to 6.9:1.

Proposed Zoning By-law Amendments

 SUBJECT PROPERTY

File Nos. 505-05/25 &
520-06/25

Proposed Zoning

- “MXC-470” to “H-MXC-565”
- Proposed zone includes site-specific amendments and holding provisions



Staff Recommendation

- Approve Official Plan Amendment No.162
- Approve Zoning By-law Amendment 2020.507
- Detailed recommendation in report DGM-40-25

OP & ZBL Amendment Application

—

35 Plains Road East * Burlington * Ontario
Report # DGM-40-25



Presentation Structure

0 Surrounding Context

1 Project Overview

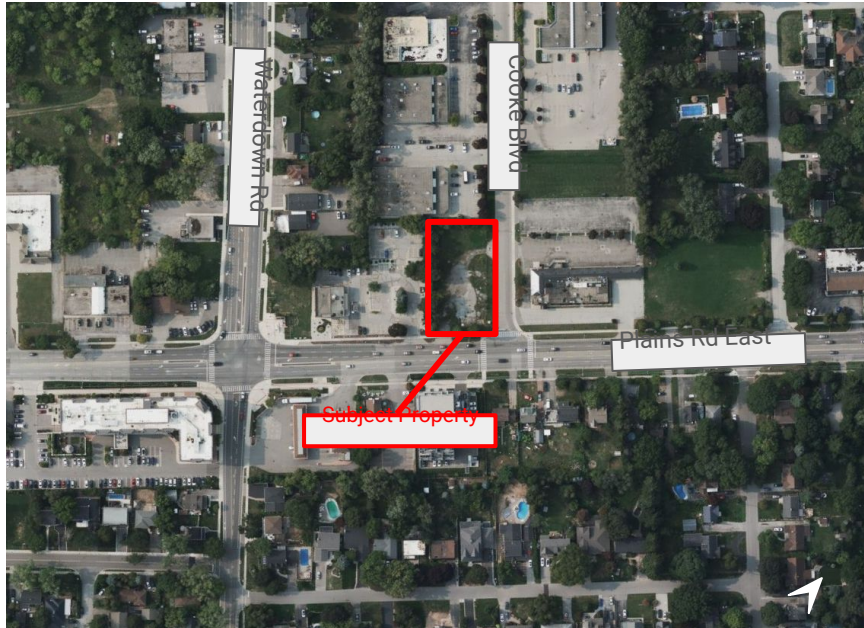
2 Planning Alignment

3 Key OPA and DZBLA Objectives

4 Planning Process

5 A Collaborative Vision for Plains Road

0 Surrounding Context



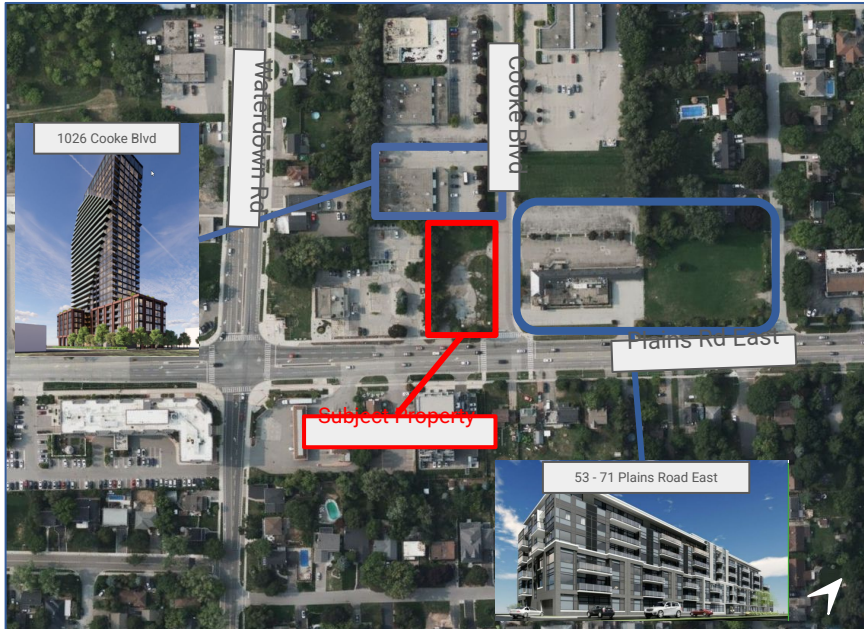
Aerial View, Source: Google Maps

- Location: **Plains Road East & Cooke Boulevard**
- Vacant lot: **1,992 square metres**



Street View of the Subject Property - Source: Google Maps

0 Surrounding Context



Aerial View of the Subject Property - Source: Google Maps

- **North:** Property approved for a **24-storey mixed-use** building (1026 Cooke Boulevard)
- **East:** Properties approved for **two mixed-use** buildings of **18- & 9- storeys** (53 - 71 Plains Road East)
- **South:** 1-2 storey residential and commercial uses, including a **6-storey mixed-use** building
- **West:** 1-storey building currently occupied by the Royal Bank of Canada

1 Project Overview

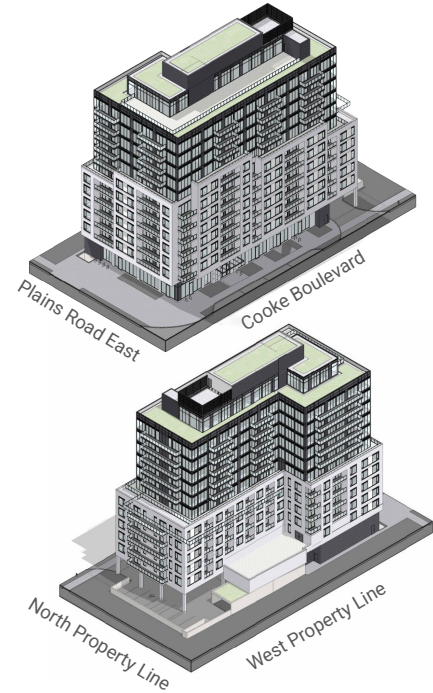
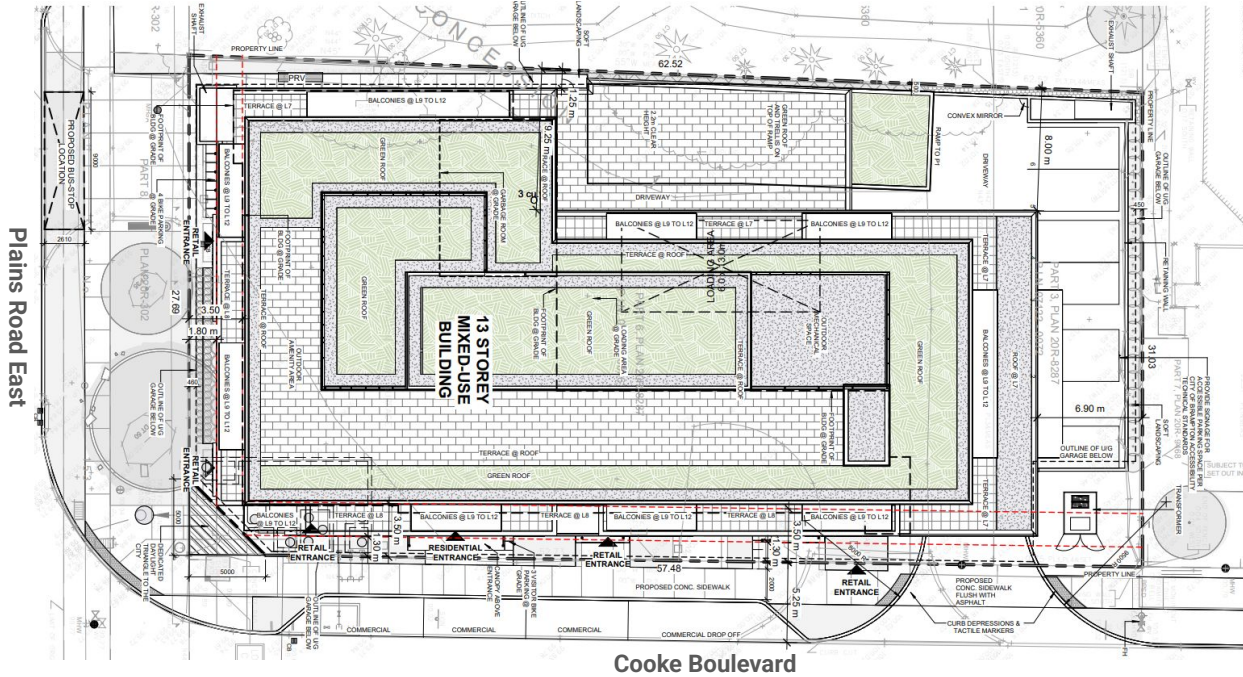
'A complete community vision for a mixed-use, transit-supportive development.'



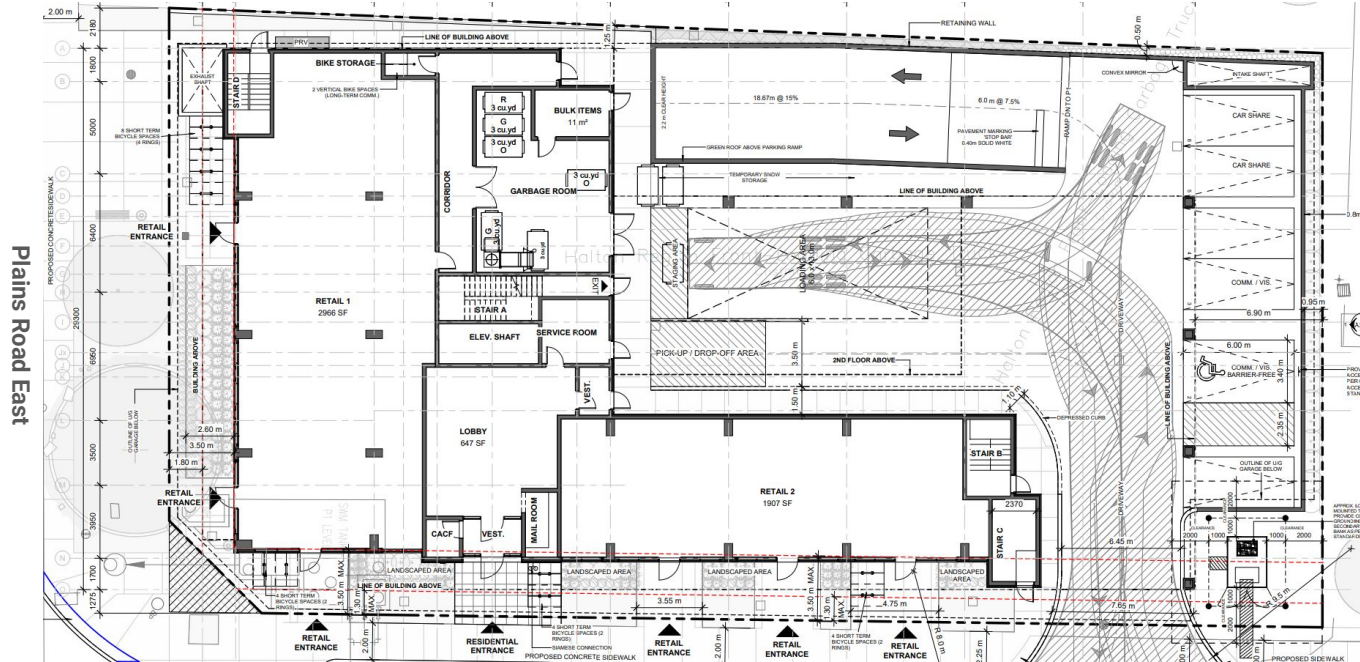
Rendering of the Proposed Development - KFA Architects + Planners

- Height: **13-storeys (42.5 metres)**
- Density (GFA): **6.9**
- Total # of Units: **159 units**
 - 1- bedrooms: **89 (56%)**
 - 2 - bedrooms: **53 (34%)**
 - 3 - bedrooms: **16 (10%)**
- Commercial Space: **457 square metres**
- Parking: **116 spaces (0.69 parking space / unit)**
 - 2 levels of underground parking
- Bicycle Parking: **103 spaces**
- Amenity Space: **2479.94 square metres**

1 Project Overview - Site Plan + Aerial Views



1 Project Overview - Ground Floor

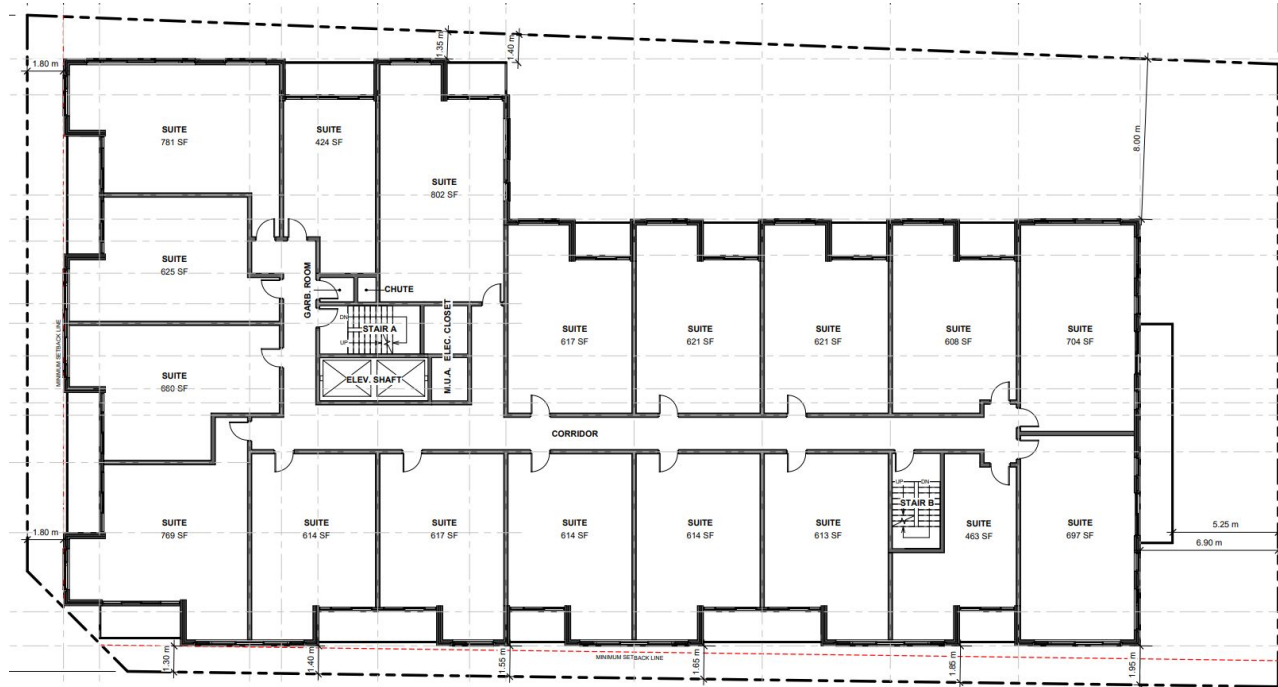


Cooke Boulevard

110

35 Plains Road East, DGM-40-25

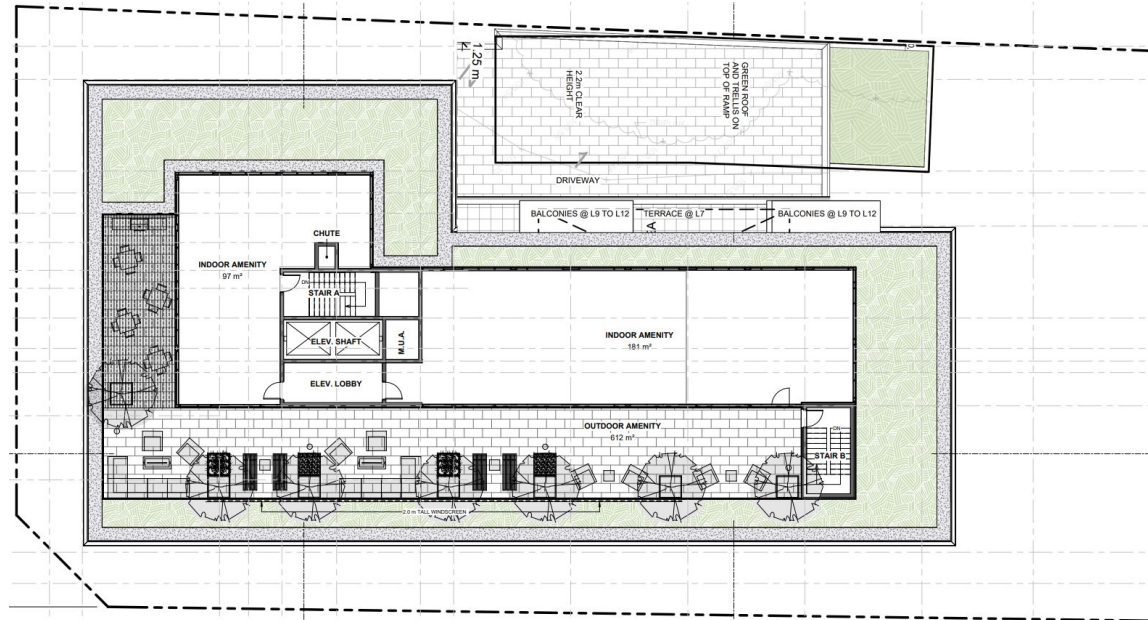
1 Project Overview - Typical Floor (Unit Layout)



111

35 Plains Road East, DGM-40-25

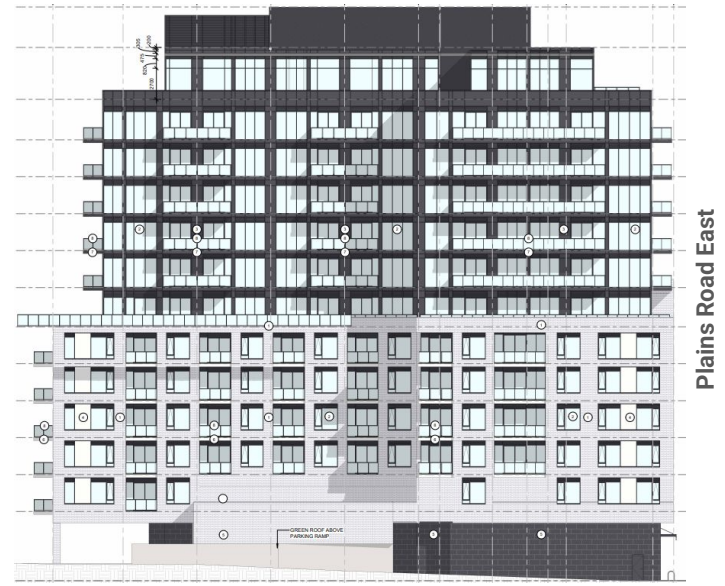
1 Project Overview - Amenity Space



1 Project Overview - Elevations

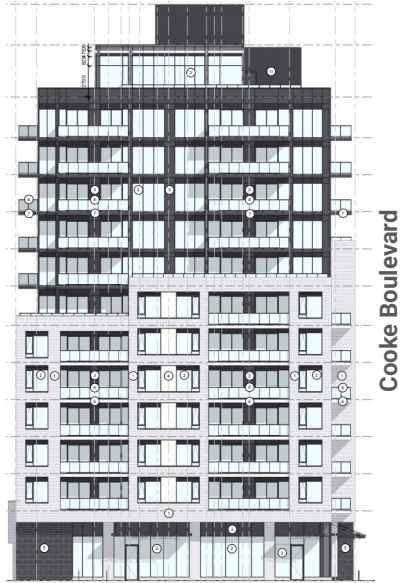


East Elevation

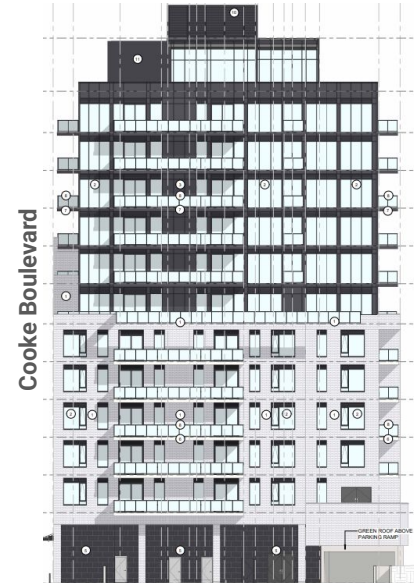


West Elevation

1 Project Overview - Elevations



South Elevation



North Elevation

2 Planning Rationale

Provincial Policy Statement, 2024 (PPS):

- ⇒ The proposal supports the achievement of compact, transit-oriented, and complete communities within a Major Transit Station Area (Section 2.4.1.3).
- ⇒ Provides a mix of housing options to meet the needs of current and future residents (Section 2.2.1 & 2.4.2)
- ⇒ Optimizes the use of a vacant lot, existing resources, infrastructure, and public services (Section 2.3.1.1)
- ⇒ Supports residential and employment growth objectives by delivering a mixed-use development (Section 2.4.2)

City of Burlington Official Plan (2020):

- ⇒ Subject property is designated as **'Mixed Use Nodes and Intensification Corridors'** under Schedule C and is located within the **'Aldershot MTSA Special Planning Area'** as per Schedule B
- ⇒ Makes appropriate use of land with a mixed-use development with residential and commercial uses (Section 8.1.3 (7.1)c)
- ⇒ The proposal encourages active transportation, and maximizes the use of existing transportation services (Section 2.4.2.(1) & Section 12.1.2 (2.2))
including the GO Train and Burlington Transit bus routes
- ⇒ Achieves high-quality urban design by contributing to a vibrant, active, and walkable built environment, with active frontages and cohesive architectural design (Section 12.1.2 (2.2), including policies in Chapter 7)

2 Planning Rationale - Housing Delivery



- ⇒ The proposal to provide housing for approximately **288 people**
- ⇒ Contributes to meeting housing goals set by provincial, regional, and local authorities
 - City of Burlington: **20,500 housing units** by 2041
- ⇒ Delivers housing for families - **16 units**

2 Planning Rationale - Public Realm Benefits



Partial East Elevation - Corner



Partial East Elevation - Residential Entry

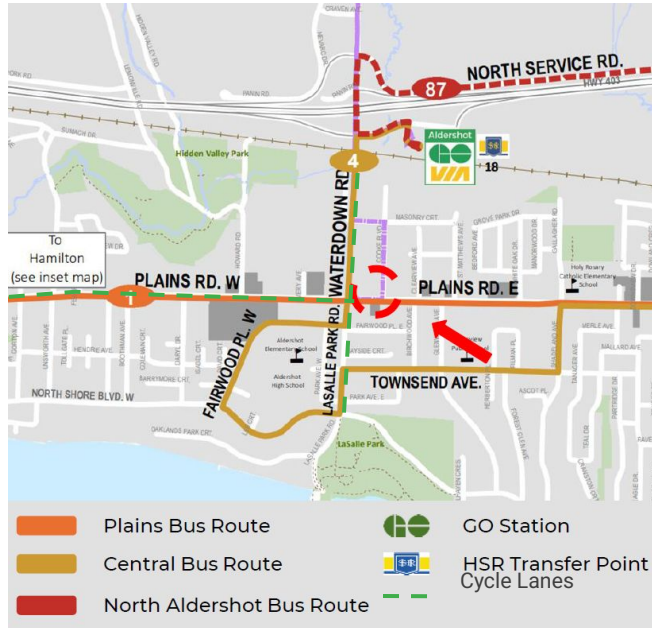


Partial East Elevation - Commercial

The proposal facilitates and strengthens the public realm by:

- Creating vibrant streetscapes with active frontages and landscaped areas
- Encouraging walking, cycling and public transit use along Plains Road East and Cooke Boulevard through ground-floor activity
- Integrating with the local retail identity through commercial uses as grade
- Incorporates facade articulation and variety for visual interest

2 Planning Rationale - Transit Supportive Development



➤ Aldershot GO station:

- 17 min walk
- 5 min by cycling
- 8 min by transit
- 3 min by car

➤ Supported by Bus Routes:

- **Route 1:** King St. at James St. (Hamilton) - Appleby GO
- **Route 4:** Aldershot GO - Appleby GO
- **Route 87:** Aldershot GO - Burlington GO

➤ Bus stops as close as a **3 min. walk**

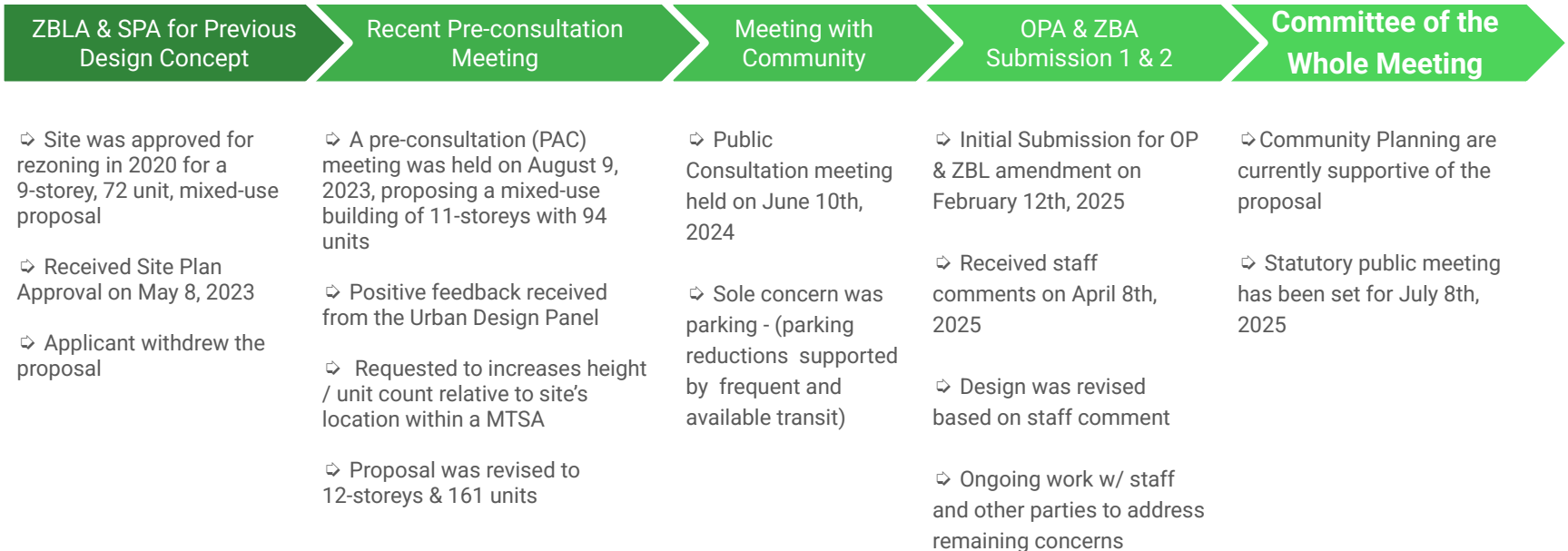
➤ **Cycle lanes** beginning at the intersection of Plains Road East and Waterdown Road

3 Key OPA and DZBLA Objectives

GFA, Height, Density Increases:

<i>Design Elements</i>	<i>Currently Permitted</i>	<i>Proposed</i>
Height	9 Storeys	13 Storeys
Floor Area Ratio	4.4:1	6.9:1
Residential Units	72 Units	159 Units
Retail/Service Commercial Space	278 Square Metres	457 Square Metres

4 Planning Process



4 Summary of Consultation & Revisions

Key Staff Comments:	Applicant Response:
<p>⇒ The proposal to incorporate 10 m² of amenity area per unit (a total of 1657 m²), staff recommendation is 15 m² per unit (2415 m²)</p>	<p>⇒ The proposal meets amenity space request.</p>
<p>⇒ Urban Forestry and Landscaping awaiting permission from neighbouring properties for proposed tree removal .</p> <p>⇒ Tree 2 to be retained.</p>	<p>⇒ Coordination with RBC representatives in progress for consent.</p> <p>⇒ Tree 2 to be preserved.</p>
<p>⇒ Transportation Planning requested the removal of the four commercial parking spaces in a lay-by on Cooke Boulevard</p>	<p>⇒ Lay-by spaces removed.</p>
<p>⇒ Burlington Hydro: concerns over the proposals location within the hydro distribution system with limited capacity.</p>	<p>⇒ Coordination with Electrical Engineer /Hydro representatives underway.</p> <p>No issues anticipated in meeting requirements or securing capacity.</p>
<p>⇒ Halton Region: Applicant to address concern over trunk sewer replacement and revise Functional Servicing Report (FSR)</p>	<p>⇒ Ongoing communication with Halton Region / ADI Developments underway.</p>

5 A Collaborative Vision for Plains Road

Proposal Achievements:

- ⇒ Reflects appropriate growth that integrates well with the current and anticipated urban context.
- ⇒ Provides a mix of housing options near available transit.
- ⇒ Positively contributes to the public realm.
- ⇒ The project has been shaped through meaningful input from both staff and the community.

Thank you.

Recommendation Report

Application for Zoning By-law Amendment

Applicant: The Biglieri Group

Owners: Kau G.P. Inc.

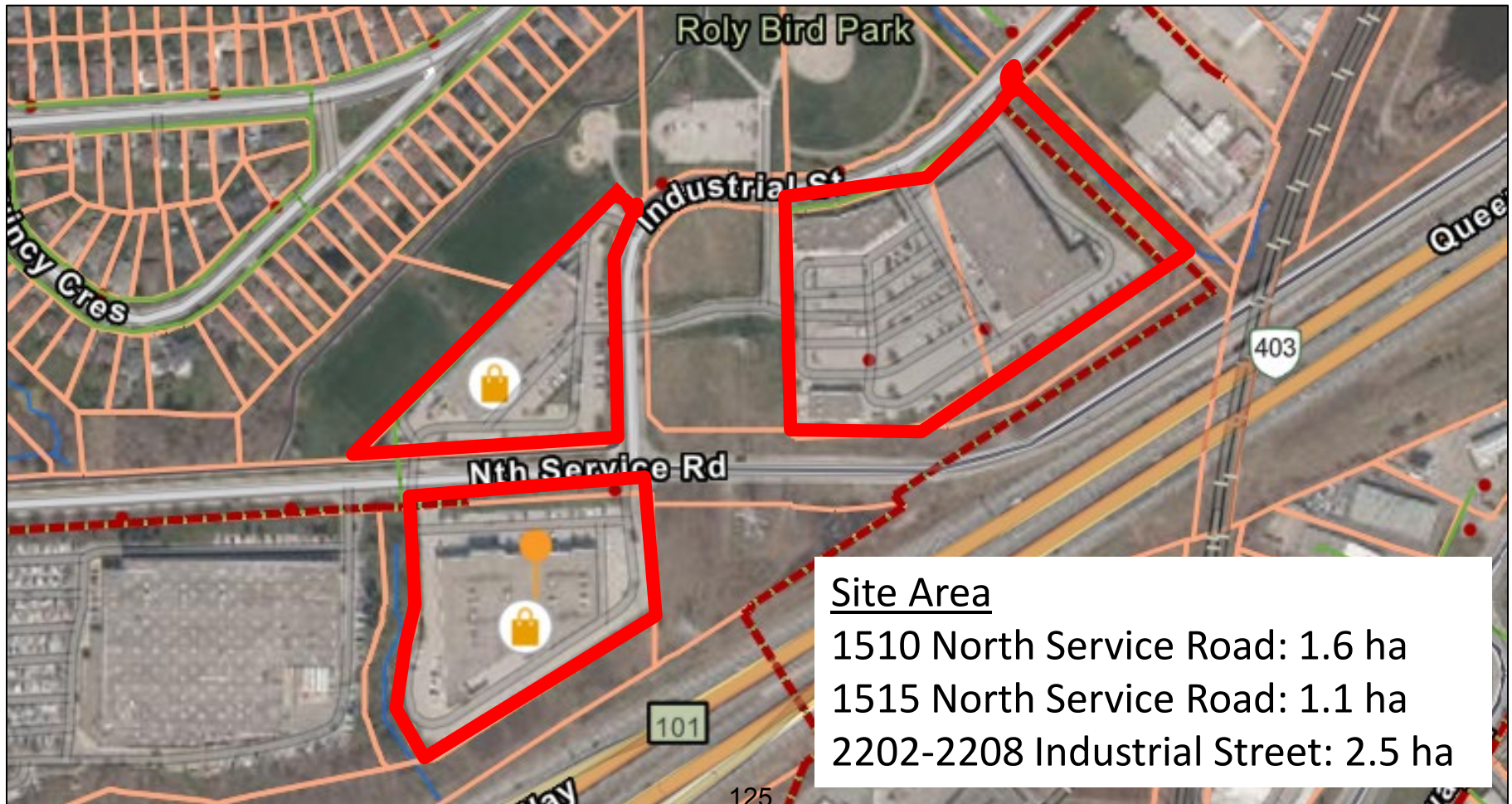
Addresses: 1510 and 1515 North Service Road
and 2202-2208 Industrial Street

File: 520-08/25

Date: July 8, 2025

Report: DGM-52-25

Overview of Development Site



Project History

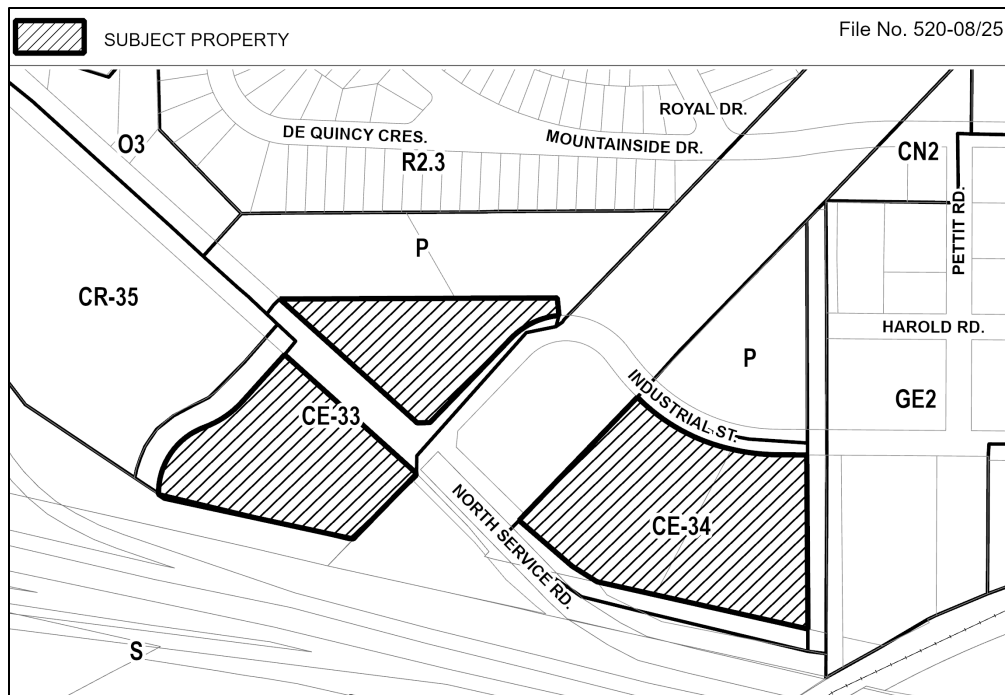
- Application Submitted: April 23, 2025
- Application Deemed Complete: May 2, 2025
- Statutory Public Meeting: July 8, 2025
- Council Meeting: July 15, 2025
- Statutory Deadline: July 22, 2025

Proposed Amendment

Proposed Zoning By-law Amendment

The purpose of this application is to amend the existing site-specific CE-33 and CE-34 zoning to add the following uses to the CE-33 and CE-34 zones:

- To amend each zoning exception to permit one convenience/specialty food store with a maximum floor area of 1800m² in each zone
- To remove Veterinary Services from the prohibited list in the CE-33 Zone
- To remove Recreational Establishments from the prohibited list in the CE-33 and CE-34 Zone.
- To remove Automotive uses from the prohibited list in the CE-33 Zone
- To remove all restaurant uses (convenience, standard, fast food) from prohibited list in CE-33 zone
- Implement a Holding to require a record of site condition for a Recreational Establishment use only.

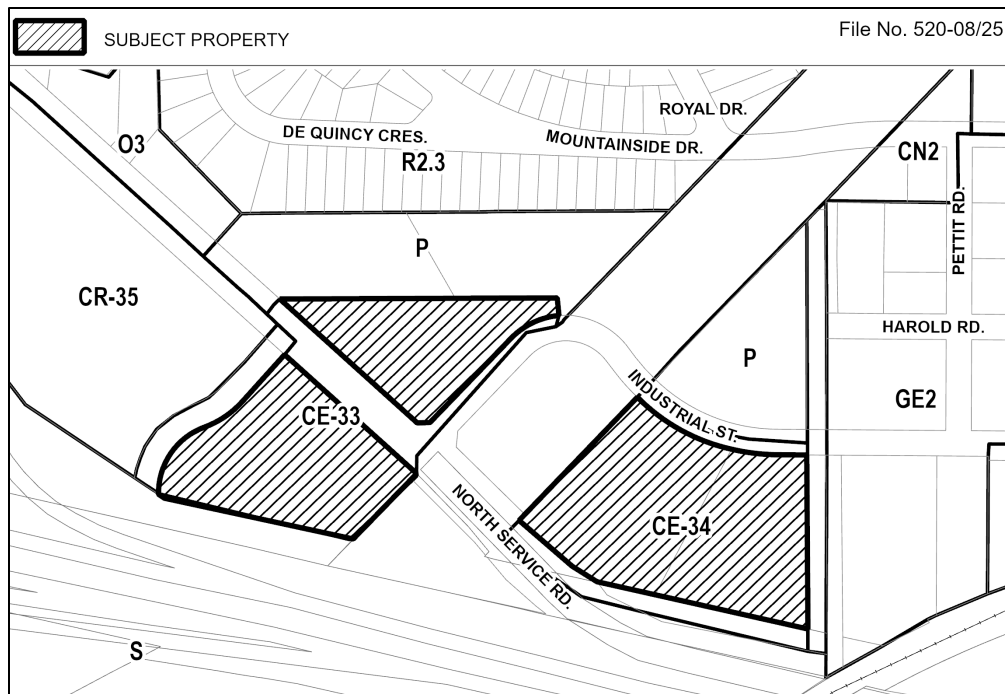


Recommended Modified Approval

Proposed Zoning By-law Amendment

The purpose of this application is to amend the existing site-specific CE-33 and CE-34 zoning to add the following uses to the CE-33 and CE-34 zones:

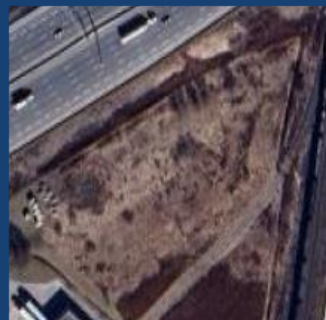
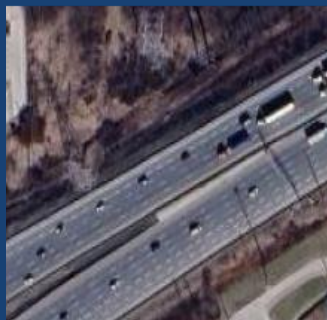
- To amend each zoning exception to permit one convenience/specialty food store with a maximum floor area of 1800m² in each zone
- To remove Veterinary Services from the prohibited list in the CE-33 Zone
- To remove Recreational Establishments from the prohibited list in the CE-33 and CE-34 Zone.
- To remove Automotive uses from the prohibited list in the CE-33 Zone
- To remove all restaurant uses (convenience, standard, fast food) from prohibited list in CE-33 zone
- Implement a Holding to require a record of site condition for a Recreational Establishment use only.



Staff Recommendation

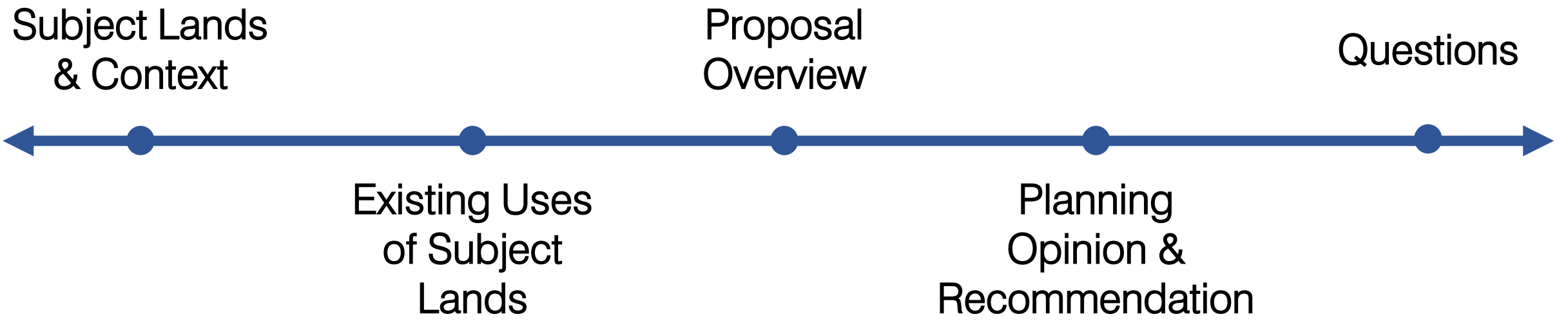
- Modified approval for the Zoning By-law Amendment for 1510 and 1515 North Service Road and 2202-2208 Industrial Street
- Approve Zoning By-law Amendment 2020.508
- Detailed recommendation in report DGM-52-2025

1510 - 1511 North Service Road & 2202 - 2208 Industrial Road

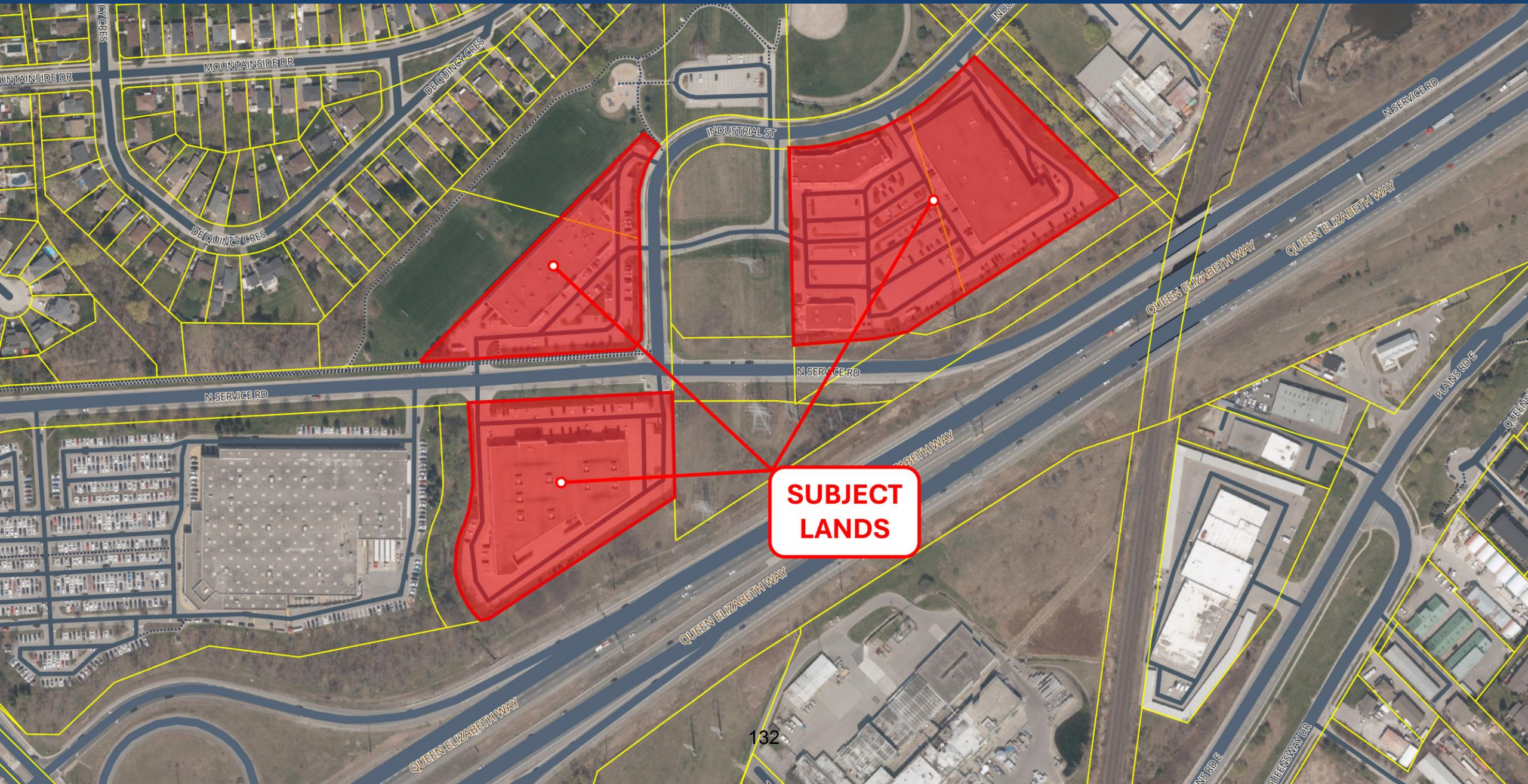


Zoning By-law Amendment
Statutory Public Meeting
July 8th, 2025

City File No. 520-08/25



Context Map



**SUBJECT
LANDS**



- Zoning By-Law Amendment to expand the range of permitted uses within current Site-Specific Employment Commercial Zoning
- Additional Uses Include:
 - Automotive uses
 - Recreational establishments
 - Restaurants (including fast food and convenience restaurants)
 - Veterinary Services
- No changes to existing built form or physical characteristics
- Maintains existing layout and enhances flexibility of permitted uses on Site

- The “proposal” seeks to expand the range of permitted commercial and employment uses on while maintaining the existing built form.

Key Changes Proposed:

- Permit additional uses:
 - ✓ Automotive uses
 - ✓ Recreational establishments
 - ✓ Restaurants (incl. fast food & convenience)
 - ✓ Veterinary services

Increase max floor area for Convenience/Specialty Food Store to **1,800 m² per property**

Add **Holding (“H”) Symbol** for recreational uses → Requires **Record of Site Condition (RSC)** prior to use

No Changes To:

Built form
Site layout
Parking provisions

- The proposed development:
 - ✓ Has appropriate regard for provincial interests under the Planning Act
 - ✓ Is consistent with the Provincial Planning Statement (PPS)
 - ✓ Conforms to both the Region of Halton and City of Burlington Official Plans

- However, a **Zoning By-law Amendment is Required:**
 - Amendment to Zoning By-law 2020, as amended
 - Seeks to expand permitted commercial and employment uses
 - Maintains the existing built form
 - Aligns with the Employment Commercial (CE) parent zone
 - Does not result in any physical changes to subject lands

- A draft Zoning By-law Amendment has been prepared:
 - Submitted as part of the complete applications
 - Outlines site-specific exceptions for each parcel

Provincial Planning Statement

- In our opinion, the proposal is consistent with the 2024 Provincial Planning Statement including the policies outlined for efficient use of land and infrastructure within settlement areas.

Halton Region Official Plan

- In our opinion, the proposed Zoning By-law Amendment conforms with the ROP by supporting a mix of appropriate commercial uses within the Built-Up, Urban Area, outside of the Region's protected employment areas.
- It aligns with the Plan's vision for complete communities, efficient land use, and economic diversification.
- The proposal respects the Regional structure and does not compromise the Region's long-term employment land strategy.

In-Force Burlington Official Plan

- In our opinion, the proposed ZBA to expand the list of permitted commercial uses on the lands conforms with the policy direction of the 1997 OP by preserving the existing character of the site, expanding uses in a manner that remains compatible with the surrounding context, and respecting the limits and intent of the Employment Commercial designation.
- The proposal advances the OP's goals of maintaining a strong economic base, supporting private-sector investment, and ensuring a balanced land use structure that accommodates both traditional and evolving forms of employment.

New Burlington Official Plan (2020)

- In our opinion the proposal conforms with the 2020 OP by helping to advance its vision for intensification and economic diversification within the Urban Area.
- It supports the Employment Commercial Centre designation by reinforcing the site's role as a hub for employment-related and large-format commercial uses, consistent with both the general and site-specific policies of the Plan.
- By maintaining the existing built form while broadening the range of permitted uses, the proposal aligns with the City's goals for a more urban, sustainable, and resilient community.

Targeted Realignment Exercise (TRE)

- The proposal aligns with the direction of Burlington’s ongoing Official Plan realignment, which emphasizes efficient land use and long-term planning for homes and jobs.
- Staff Report DGM-20-25 supports expanded land use permissions and identifies a near-term need for land flexibility to accommodate projected growth to 2051.

Zoning By-law 2020, As Amended

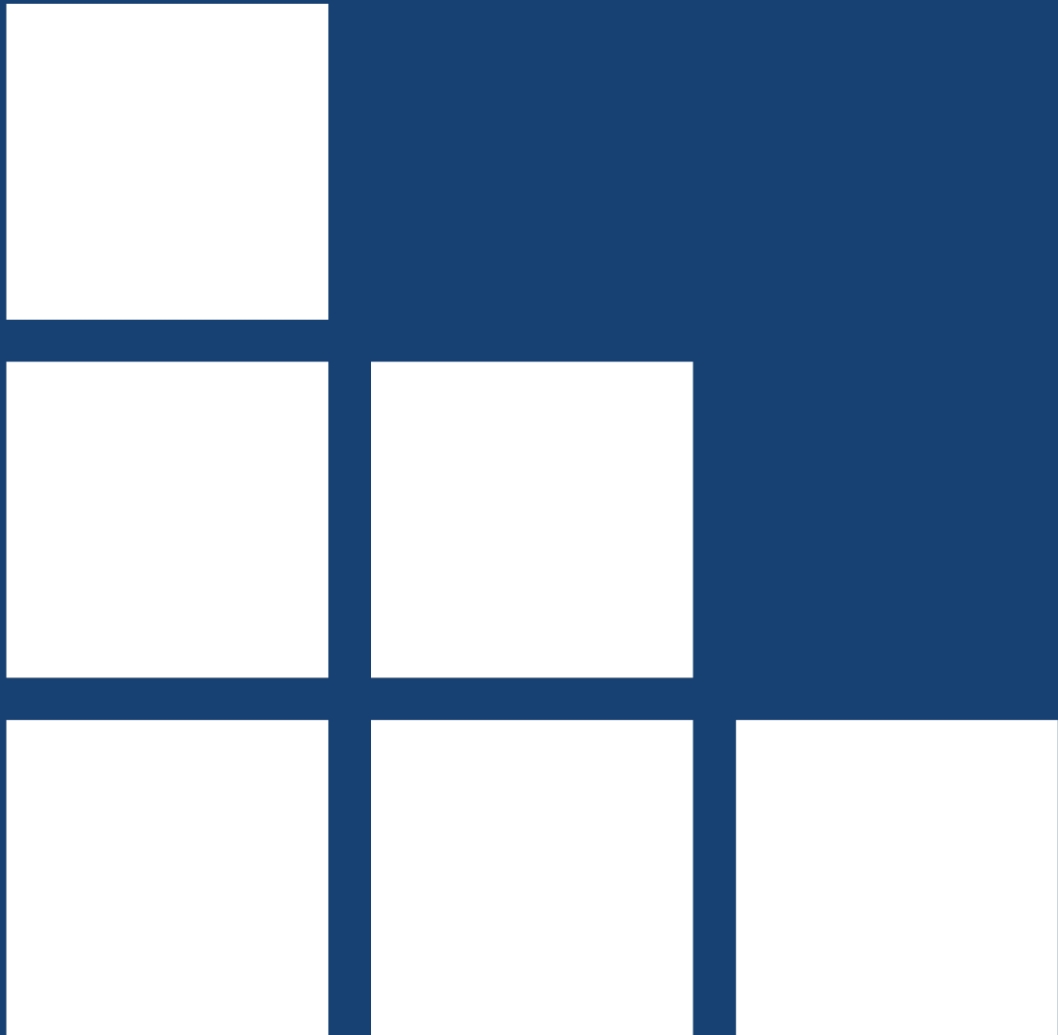
- The proposed ZBA is consistent with the general purpose and intent of the parent Employment Commercial (CE) zone.
- It expands permitted uses—such as automotive, recreational, restaurant, and veterinary services—already contemplated in the broader CE designation, while maintaining the existing built form and layout.

Conclusion

- The proposed ZBA appropriately balances economic flexibility, environmental responsibility, and land use compatibility.
- It reinforces the site’s established commercial role, supports job retention and growth, and aligns with current planning frameworks and long-term City objectives.

- The proposed Zoning By-law Amendment introduces modest, appropriate changes to align site-specific zones with the broader Employment Commercial (CE) zone.
- It permits additional commercial uses (e.g., automotive, recreational, restaurant, veterinary) and modestly increases the floor area for specialty food stores.
- The amendment maintains the existing built form, enhances leasing flexibility, and includes a Holding (“H”) Symbol to ensure environmental compliance.
- It is consistent with the 2024 PPS, conforms to the Halton ROP, and aligns with both the 1997 and 2020 Burlington OPs.
- ❖ **Recommendation:** Approve the proposed Zoning By-law Amendment as it represents good planning and supports long-term economic sustainability.

Questions?



Dear City of Burlington,

As a Burlington taxpayer and an active member of the Burlington community I am deeply disappointed that the Burlington Aquatic Devilray's has lost pool time at Burlington municipal pools. As you can hopefully understand, pool time is required for a swim club to remain viable. The action of taking away pool time from a Burlington swim club and transferring that time to a club with the majority of members from other communities is ludicrous in my opinion no matter what process was used to justify this decision.

As you are hopefully beginning to understand, the Burlington Aquatic Devilray's is more than a club; it is an extended Burlington family with over 40 years of coaching and swimming excellence for Burlington youth. My two older children, [REDACTED] swim with the Burlington Aquatic Devilray's and it has been a very positive experience for both of them with excellent coaching and a club with amazing team spirit. My son [REDACTED] has qualified for the Ontario Swimming Championships this year as have many other BAD team members.

The Burlington Aquatic Devilray's is a pillar of excellence in our community. Why is the city bureaucracy trying to destroy this? Please do what you can to restore the pool time to the Burlington Aquatic Devilray's!

Sincerely,

Art Hilson

To Mayor Marianne Meed Ward and Members of Burlington City Council,

My name is Kendra Baskin, and I'm writing as a concerned parent of a swimmer with the Burlington Aquatic Devilrays. I recently learned that our team is at risk of losing pool time in the city—a consequence of what appears to be a procurement technicality.

Frankly, the idea that hundreds of young athletes could lose access to their swim team and training space over a bureaucratic oversight is not only disappointing—it's ludicrous. At some point, City Council needs to shift the focus from technicalities and process to best practice, and ask: what is truly in the best interest of Burlington's youth, families, and community?

The Burlington Aquatic Devilrays is a not-for-profit organization that gives back consistently, through food and clothing drives and by fostering a culture of inclusion, resilience, and teamwork among its athletes. The club is a second home for these kids. For my daughter, and many others, the team has been a source of friendship, mentorship, confidence, and physical wellness. The coaches encourage excellence, but even more importantly, they build character.

Losing pool access wouldn't just cancel practices—it would dismantle something incredibly positive that this city should be proud to support. These swimmers aren't just athletes; they are Burlington kids who are learning discipline, building community, and giving back.

I strongly urge the City to reconsider any action that would limit or remove pool access from the Burlington Aquatic Devilrays. Let's find a solution that prioritizes our local children and recognizes the value this team brings to the community.

Sincerely,

Kendra Baskin

Proud Burlington resident and parent of a Burlington Aquatic Devilrays swimmer

-

Good morning,

I am writing this letter as a Burlington resident and taxpayer. I am a mother of 3 children, ages 12, 10 and 8. My son plays hockey with the Burlington Bulldogs, and my youngest daughter plays with the Burlington Barracudas. My 10yo daughter swims competitively with the Burlington Aquatic Devilrays (BAD), and has been with this club since the age of 7. I am also a steward of the city of Burlington. I am a family doctor here, and my practice of just under 1000 patients include many Burlington residents. My office visits inevitably start with patients asking how my children are doing. A few swim with BAD, but others have watched the news, read the Burlington gazette, seen the online petition, and are asking me - how did BAD get to a place where after 40 years in this city, they no longer have pool time?

As a physician, part of my job in making a diagnosis is to look at the facts and ask questions.

FACT #1: As per the city's press release dated June 30, 2025 - "the City has allocated pool time for competitive swim programs through a formal procurement process....this helps ensure we get the best value for residents and that all QUALIFIED swim clubs have an EQUAL opportunity to apply"

FACT #2: As part of the RFP process, BAD was asked to submit a document (a certificate of incorporation as a non-profit or not-for-profit organization) that DOES NOT EXIST. Service Ontario has confirmed that there is no such document. A similar document, one that is legally recognized in Ontario, was submitted showing the same proof of non profit incorporation, and BAD's bid was disqualified as it failed to submit the city's required document - a document that DOES NOT EXIST. A formal request for review was submitted by BAD, and the city's decision remained unchanged.

QUESTION: If flaws to the procurement process were unveiled (requesting non existent documents), would it not be in the city's best interest to fix them before continuing with the process, to ensure that EQUAL opportunity is given to all swim clubs?

FACT #3: as per the city's press release dated June 30, 2025 - "the RFP required all applicants to demonstrate that atleast 85% of their registrants live in Burlington." According to Swim Ontario, GHAC's CURRENT membership only includes a Burlington residency rate of 28%. This includes the development ("learn to swim" or "fundamentals") and competitive programs. This is FAR BELOW the required 85% that the city is requiring.

QUESTION: If GHAC did not meet all the requirements of the RFP process, why wasn't their bid disqualified?

Fact #4: The city updated their press release dated June 30, 2025, stating "bidders were required to demonstrate how their organizations will ensure 85% of participants are Burlington residents....GHAC demonstrated that it could fulfill this requirement upon service commencement in September 2025...and annually thereafter".

QUESTION: Why is the city giving GHAC the opportunity to meet a certain requirement AFTER the closing of the RFP process, when the same opportunity was not given to BAD? And what happens if the residency requirement is not met annually?

Mayor Meed Ward, members of council - you are stewards of the city of Burlington. Many of your constituents have reached out to you regarding this ongoing issue, and the same automated replies sent back to them in response are very disheartening. Burlington is set to lose a swim club that has been rooted here for the last 40 years. BAD is a non profit organization run by VOLUNTEER PARENTS. We don't have paid staff to run the club, let alone lead the fight that we are currently in. I want to thank Kimberly Calderbank and the rest of the leadership team for taking the helm in an effort to ensure that a fair and transparent RFP process has taken place. I only ask that you look at all the facts with an OPEN and UNBIASED mind, and ask yourself this question - is the city's RFP process actually giving all QUALIFIED swim clubs an EQUAL opportunity to apply?

Respectfully,

Dr. Deborah Lee
Burlington resident & taxpayer

Subject: Written Delegation in Support of the Burlington Aquatic Devilrays – RFP 25-202

Dear Mayor Meed Ward and Members of Burlington City Council,

My name is Darlene Smith, and I have had the privilege of serving as a parent volunteer with the Burlington Aquatic Devilrays (BAD) for the past nine years. Both of my children have trained under Coach Sergei Soloukhin, and for our family, BAD has become more than just a swim club — it is a second home. I have witnessed firsthand the extraordinary positive impact this organization has on young people, families, and our community as a whole.

The Burlington Aquatic Devilrays is more than just a competitive swim team — it is a vital part of the fabric of Burlington. For over 40 years, BAD has provided a structured, inclusive, and supportive environment where young athletes develop not only exceptional swimming ability, but also confidence, discipline, and resilience.

Central to that success is Coach Sergei Soloukhin, who has led the club with distinction for more than two decades. His mentorship has helped shape generations of swimmers into high-achieving, community-minded adults. His influence reaches far beyond the pool deck, and I am continually inspired by the respect and gratitude his athletes — including my own children — carry with them.

BAD operates under a community-based, not-for-profit model that prioritizes inclusion, accessibility, and youth development. Our intentionally low club fees allow the club to reach a broad and diverse population, regardless of financial circumstances. We believe that every child in Burlington should have the opportunity to participate in sport, build lifelong skills, and grow with the support of caring coaches and mentors.

Beyond athlete development, BAD has contributed directly to public sport infrastructure. The club has supported the installation of diving blocks at Centennial Pool and Nelson Pool, and a scoreboard used in competitions — improvements that benefit all users of these municipal facilities.

Our programming also brings visibility and economic benefit to Burlington. BAD-hosted meets attract teams from across Canada and internationally — including from St. John's, Newfoundland and even Mexico. These events showcase our city as a vibrant destination for youth sport, boost tourism, and build community pride and connection.

Unfortunately, I am deeply concerned that the recent decision to disqualify BAD's bid under RFP 25-202 places this legacy at risk. I respectfully request that the City of Burlington reconsider this decision and initiate a new Request for Proposals — one that allows for a fair, transparent, and thorough review of all submissions.

A renewed RFP process would also provide the opportunity to ensure that language and criteria are clearly and consistently applied, particularly across similar RFPs. For a volunteer-led, community-driven organization like BAD, clarity and fairness are essential to our ability to continue operating and serving the public.

BAD is not just a swim club. It is a trusted partner in youth development, a support system for families, and a contributor to public infrastructure and local economic vitality. With renewed support and a fair opportunity, I am confident BAD will continue to invest in Burlington's future — one swimmer, one family, and one season at a time.

Please accept this letter as my **written delegation** in support of the **verbal delegation by the Burlington Aquatic Devilrays**, which is taking place at City Hall on **Monday, July 7th**. I hope that Council will consider the value and legacy of this organization and support a path forward that allows it to continue serving our city.

Thank you for your continued service to our community. I respectfully ask for your support in ensuring that this valued institution has the opportunity to continue its meaningful work for generations to come.

Warm regards,

Darlene Smith



To the Mayor, Members of the City Council,

I am writing to express my deep concern and unwavering support for our local swim club, BAD (Burlington Aquatic Devilrays), which is currently facing an incredibly difficult and unfair situation.

BAD has always been more than just a swim club—it is a second home for hundreds of youth in our city. It fosters discipline, physical and mental well-being, lifelong friendships, and a sense of belonging. It is a place where young people grow not only as athletes, but as individuals. The possibility that our community's swim club could lose access to its local pools—its home base—to an out-of-town organization feels deeply wrong. This isn't just about pool time; it's about losing a cornerstone of our local community.

My family has proudly been part of BAD since 2016. Today, we have two dedicated swimmers who have found their passion in the water, their mentors in the coaches, and their closest friendships through this club. As a family, we invest countless hours each week—not only attending practices and competitions, but also volunteering to support the club, the events, and the broader community of families and children who benefit from it.

BAD has been one of the most positive and enriching environments our children have ever known. The idea that it could all be lost due to a clerical or administrative error is devastating. This club is not just a youth sports program—it is our kids' lives. It gives them purpose, structure, and joy. And it gives parents like us a community and a sense of shared investment in something truly meaningful.

I urge you to please do everything in your power to protect and prioritize our local club, our children, and their future in this sport. Burlington deserves to keep its community-rooted swim club—one that has served its families with dedication, integrity, and heart for decades.

Sincerely,
Geraldine Guenot
Parent and Proud BAD Swim Family Member Since 2016

Dear Mayor Marianne Meed Ward and Burlington City Counsellors

My daughter is twelve years old and has been swimming for the Burlington Aquatic Devilrays for the past three years. She has always been a kid who enjoyed the water, and it was initially this love of swimming that led us to sign her up with BAD. Over the past three years she has developed meaningful friendships and maintained important relationships with the coaches who are dedicated to working with the swimmers in this club. Being a part of this swim community has been good for her overall social, emotional, and physical well-being. More importantly however, has been the impact this club and this sport have had on her level of self-confidence, determination, and drive to succeed.

Over the past three years, I have watched my daughter go from a kid who loved the water to an athlete who is dedicated, passionate and focused on achieving her goals. She has never been an early riser, like me; she has always enjoyed staying up late and sleeping in. In September, when she was moved to a squad with four 5:30 am practices a week, I was concerned that this would deter her from swimming and worried that it might even lead her to consider quitting the team. It took her a few months to adjust to this new schedule, but to my surprise, she has embraced the early morning practices and prefers to be the first to arrive, allowing herself time to quietly sit by the pool and ground herself before the start of a two-hour training session.

She has recently been very successful in swimming the 50m Butterfly, a particularly difficult stroke. As her time continues to improve, she has started asking questions about cross-training, exercises she can do to make her “butterfly” muscles stronger. She has been equally concerned about what she has been putting into her body, wanting to know what foods are healthy options and how she can fuel her body appropriately to ensure that she is able to build muscle and maintain proper health and wellness. These questions and this thirst for knowledge are driven by a desire to excel and be a better swimmer, but it is also building healthy habits that will serve my daughter for the rest of her life.

My daughter has had two different coaches while at the club and has made healthy connections with both. She particularly liked Coach D because he made swimming fun, kept her engaged, and helped her transition seamlessly from the “fun development” stage to preparing her to be a competitive athlete. Her current coach, A, provides the perfect mix of seriousness and encouragement. A is a fierce swimmer, qualifying for the world swimming competition in Singapore, beyond her swimming she is a triathlete, a mother to two young children and an excellent coach. She embodies the qualities that I want my daughter to strive for and is an amazing role model for all swimmers, but particularly the female ones.

We have a younger child at home who has significant special needs. Our home can be stressful and chaotic at times due to circumstances beyond our control. BAD has provided a safe space for my daughter to grow, learn, develop self-confidence and form meaningful, lasting relationships that matter. If BAD is not provided with the pool time they require for the next season, not only will my child be devastated, but it will have an immediate impact on our entire family unit. The other swimming club in Burlington does not provide the competitive edge that my daughter is looking for, and this will force us to look for space at a club in another city. Meaning more travel time for practices, more time away from home, less time for homework and other activities and less time we can spend as a family unit. It will force my daughter to start all over again, having to develop new relationships with other swimmers and coaches and

learn the culture of a new club in a new city. With her current training time at ten hours weekly and the likelihood of it extending as she progresses, driving back and forth to another city is something that will cause my family unnecessary hardship. Meeting the demands of her busy training schedule has already stretched our resources thin, balancing full-time employment, a competitive sport, and the challenges that parenting a child with special needs requires. This situation has caused my entire family unit a level of stress that was not necessary. We live in Burlington. We pay taxes in Burlington. My child should get to swim in Burlington. I am not against the existence of another club in our beautiful city but feel strongly that we should have a choice as to whether we join that club. If my daughter is no longer able to swim for BAD, she will be losing much more than just a swim club and the impact will be detrimental to her emotional and physical wellbeing.

Sincerely,

Helen Ziegler

Burlington Resident (Ward 1)

July 3, 2025

Dear Mayor Meed Ward and Councillor Galbraith,

Thank you for the opportunity to submit this written delegation in support of the Burlington Aquatic Devilrays (BAD).

I want to tell you about a moment I observed while I was volunteering at a swim meet at Nelson pool in late June. In the lane next to me, a young BAD swimmer was nervously awaiting the beginning of her race. She was about to race a 200-metre individual medley, a tough event that tests all four swim strokes, and she worried about how she would perform. Luckily, in her lane an older BAD swimmer was volunteering as a race timekeeper, and she encouraged the young athlete to dive in and try her very best.

At the time, I didn't think much of it. Because it's exactly the kind of thing I see all the time at BAD. BAD is about more than training swimmers to shave seconds off of a race time. Through BAD, my daughter has made friends across the city, given back by volunteering at swim meets and donating to local food banks, and been inspired by her coaches to achieve her very best. BAD coaches are exemplary individuals and athletes; several have competed at the national and Olympic levels, and they've encouraged my daughter to push herself in new races, and even to try her hand at competing in a triathlon.

Without BAD, that would all disappear. The ability to compete for and represent a Burlington-based team is incredibly important for our family. Practically, if we needed to travel to another city to train, it would be impossible to continue the sport. But, on a personal note, we love the community we've built here in Burlington, and we're proud to have Burlington on the back of our T-shirts at swim meets across Ontario.

Thank you again for taking the time to listen to so many of our voices over the last week. I understand that city leadership continues to work with BAD to resolve this issue, and I'm grateful that we have received this support.

Sincerely,

Jill Scarrow

Dear Mayor Meed Ward and Members of Council,

First and foremost, thank you for your continued dedication to our community and for giving us the opportunity to be heard. Your leadership and service to Burlington are deeply appreciated especially in times when community voices need support and understanding.

We are writing to respectfully request your assistance in addressing a situation that has left the Burlington Aquatic Devilrays Swim Club, an organization that has served this city for over 40 years, without access to municipal pool facilities for the upcoming season.

To be clear, we understand that this situation is not the result of a decision made by you, the Mayor, or by Council. We are not here to assign blame. We are here because 400 athletes, over 85% of them Burlington kids, are currently without a home in the water. We are here to seek your help in ensuring this oversight can be resolved swiftly, fairly, and in the best interest of Burlington families.

Recently, our club's Request for Proposal (RFP) submission was rejected due to an administrative issue related to incorporation documentation. The City requested a "current and valid certificate of incorporation," a document that does not exist in its requested form for long-standing non-profits like ours. We provided an official Certificate of Status to confirm our good standing as a registered non-profit, yet it appears this was not accepted.

As a result, our access to Burlington pools is now at risk, and so too are the dreams and development of hundreds of young athletes. The timing of this process has made it especially difficult for swimmers to find placements in other clubs, many of which have already finalized rosters. For some of the senior swimmers, this could seriously impact their ability to train at a competitive level, pursue scholarships, or continue a sport that means so much to them.

But the impact goes far beyond competition. For so many kids, this team is their second family. It gives them purpose, structure, and joy. In our own family, our 10-year-old has found a sense of belonging, confidence, and discipline through this team that we could never have imagined. Swimming has become more than just a sport, it has been a lifeline. The coaches and teammates are role models. Practices are where they feel their best. The friendships, the goals, the pride of representing Burlington, it's all incredibly meaningful. The idea that this might be taken away because of a technical misunderstanding is heartbreaking.

Beyond athletic achievement, this club is part of the fabric of Burlington. The club rents over \$20,000 in pool time monthly and is funded entirely by families. BAD brings in hundreds of spectators and supporters during competitions and meets. The economic and community impact of our presence is real and measurable. Most importantly, our swimmers, coaches, and volunteers live here, work here, go to school here, and give back here.

We recognize the importance of a fair and open RFP process. We fully support the City's commitment to transparency, equity, and best practices. We simply believe that a miscommunication or documentation misunderstanding should not jeopardize the future of a program that has delivered four decades of excellence and community engagement.

We respectfully ask that Council consider advocating for a resolution that preserves our access to Burlington facilities. Whether that's by revisiting our RFP application, providing interim accommodations, or exploring alternative solutions, we are committed to working in partnership with the City to move forward constructively.

Thank you again for your time, attention, and service. We are hopeful that with your help we can ensure the Burlington Aquatic Devilrays continue to proudly represent this city in and out of the pool.

With gratitude and respect,

--

Rev. Jim Gill
Coordinating Minister

Dear Members of Council,

Thank you for taking the time to read this. My name is Krista, and I'm a Burlington resident and parent. My [REDACTED] son swims with the Burlington Aquatic Devilrays, and I wanted to share what this situation has meant to our family—and why I'm asking for your support.

I understand this decision was made by City staff, not Council. But your support still matters. You are the voice of this community, and right now, hundreds of families need you to speak up.

For my son, BAD isn't just a swim team. It's where he's learned to push himself, to show up even when it's hard, and to be part of something bigger. He trains through pain. He cheers for other swimmers. He's found a second home with this team. This club has helped him grow into a confident, disciplined, and kind kid—and it's given our family a sense of connection and stability.

"I've been part of BAD for almost half my life. If you take this away, I wouldn't just be losing swimming—I'd be losing my friends and coaches. This club works for my family because it's in our neighbourhood, near my school. There's nowhere else I can get to after school, and without that, I can't keep swimming."

— [REDACTED] 11-year-old BAD Swim Club member

We've been told this was about a missed form. But from what I understand, another club also missed a requirement and wasn't penalized in the same way. That inconsistency is hard to accept, especially when the consequences are this serious.

BAD has been part of Burlington for 40 years. It's a well-run, high-performing club that helps keep sport accessible for families. These kids are future lifeguards and swim instructors. They are committed, community-minded, and they deserve the chance to keep going.

"My coaches have taught me not to give up and that nothing's impossible. I don't want to see them have to leave and join other clubs. And I don't want to start over somewhere else, working hard just to prove my swimming to new people who don't know me. This is my team."

— [REDACTED], 11-year-old BAD Swim Club member

I know you didn't make this decision—but I hope you'll support this delegation, ask the tough questions, and help find a fair and timely path forward. One that reflects Burlington's values and doesn't leave hundreds of kids behind.

Thank you for listening—and for standing with this community when it counts.

Sincerely,
Krista Barnett

Dear Mayor Meed Ward, Counsellor Bentivegna and Council Members,

RE: July 7th, 2025 Council Meeting. Agenda Item 9.3 Aquatics Procurement
Burlington Aquatic Devilrays Delegation

My husband and I and our three children are residents of North Burlington (ward 6) and our two eldest daughters (age 9 and age 8) are proud Burlington Aquatic Devilray swimmers. Joined BAD in September 2024 after a successful tryout and this club has been an important pillar of our lives for the last year. We've seen such growth, not only in swimming ability, but in sense of belonging and team pride, grit and determination, sense of responsibility and new friendships. We are looking forward to many more years with BAD and it is our hope that our youngest daughter (age 4) will one day join the club too.

Thank you so much for the opportunity for our club to address council this morning regarding our urgent concerns about the recent Aquatics Procurement process resulting in disqualification of BAD's bid for the 2025-2026 swim season. This decision was a devastating blow to our club, which has been a strong Burlington community organization for the last 40 years. We respectfully ask that the process leading to this exclusion from pool time be reviewed for fairness and transparency, particularly, the reason for the bid's disqualification (ie request for a current and valid certificate of incorporation, which is not a document available from Service Ontario) and the requirement that the successful bid go to an organization with > 85% members who are residents of Burlington (BAD has 89% Burlington residents).

Regardless of the outcome of the Aquatics Procurement or the result of the council's investigation into the process, our main focus remains on securing pool time in Burlington to allow our swimmers to continue to train, thrive and represent the city we love! Thank you for hearing our voices.

Sincerely,

Lisa C.A. D'Alessandro
Resident of Burlington
Parents of BAD swimmers

July 3, 2025

To whom it may concern,

My name is [REDACTED] and I have been a part of the BAD community and family for 4 years. I do say 'family' because I truly believe we are more of a family than a team.

BAD is a place where you spend up to every day with your teammates. I swim 4 times a week before school and it is the highlight of my day. I originally started swimming because I loved the sport, but I think I speak for a lot of us when I say that I couldn't have imagined the friends I would have made in these pools. These friendships will last a lifetime and these pools are like a home to us. The experiences I have had, would never have happened without BAD, the coaches, friends, parents & pools.

Sincerely,

[REDACTED]
BAD swimmer, Age 13

Dear Mayor ward

I am so umbelively mad at the situation that is happening with GHAC and BAD I don't get why they get our pools. WE LIVE in Burlington. Yea maybe 28% people that go to GHAC live in Burlington. But there are hundreds of people that live in Burlington, that swim for BAD. IT'S NOT FAIR that US swimmers have to go to different swim clubs just to do the thing we love. IT'S NOT FAIR us swimmers don't get to swim were we live.

Swimming for BAD is really important to me because I have GOOD friends, GOOD coaches, I have so many good memories at BAD. I don't want to have to swim some were else I LOVE BAD it's like my second family. Everything at BAD was fun sometimes a bit hard but life is hard too. We do things as a group. Help each other out. All are team breakfasts after practise. When I wasn't in the best mood after friends made me smile. When I was disa pointed in my self at a swim meet my coach said "There's still tomorrow, it's just one bad day. YOU can do better tomorrow." And she was right. I did do well. I LOVE my swim team, I LOVE BAD. I want to make more good memories, I want us to have more team breakfasts, I want my friends NOT new people, I want my coach, I WANT MY SWIM CLUB BAD. This is why BAD is important to me.

Burlington resident 12 years old

Dear Mayor Meed Ward and Burlington City Councillors,

Thank you so much for taking the time to read this message. I am submitting this to you and respectfully request that it be included in Support of the Burlington Aquatic Devilrays at the Committee of the Whole, on July 7th, 2025.

My name is [REDACTED], and I am going into grade 10 at M.M. Robinson High School here in Burlington. Additionally, I am a competitive swimmer and have been competing with the Burlington Aquatic Devilrays swim team (BAD) for over six years. During this time, I have learned various lessons that will help me with my future, made lifelong connections, and interacted with a strong community.

Competitive swimming means the world to me. I've been participating in the sport for as long as I can remember and while there have been ups and downs, I ultimately do not know where I would be without it. About four years ago, I met the best friends I've ever had. People have joined and left the sport but those who remained by my side are some who I would trust with my life. I believe that being put through grueling tasks practically every day helps one grow close to their peers and I can attest to that. Adding on to that, the coaches are like second parents, helping us swimmers achieve our goals while also comforting us when things don't go the way we want.

Swimming is not an easy sport. While many sports have one or two practices a week, this sport is full time commitment, typically providing a minimum of ten practices a week. Waking up at 5 a.m. even when I didn't want to, pushing through a difficult workout, and working hard for the results that I want, have taught me a meaningful lesson about discipline. Good things don't come easy, and I've learned that the tough way.

Some may argue swimming is *just* a sport. It can be done anywhere, from any team, under any coach, and the specifics don't matter. I disagree. I don't believe that I could prosper the way I have under my current coaches and in my current environment if it were to simply switch teams. With the current situation regarding the lack of pool time being provided to our team, our team has suffered. Many swimmers feel like they have no choice and must move to another club to continue training as they have been this year. To me, that is not an option. I intend to stand with BAD and the community that we have built here. This isn't just a team; it's a second family.

BAD has been deeply connected to and identified with the City of Burlington for a long time. We organize fundraisers, clothing and food drives, and a variety of other events that foster community involvement. Ultimately, in my heart, no other team can ever replace BAD.

Thank you,

[REDACTED]

Thank you Deputy Mayor Nisan.

I will submit a written note to the City for the upcoming meeting on July 7th and, in fact, I registered as a delegate but I believe the Burlington Aquatic Devilray's (BAD) will opt to restrict the club's comments to three speakers. Nevertheless, I wanted to respond to your email and have copied those who I assume will be party to the decisions regarding the way forward, including the Mayor's office. I previously wrote to her office and received a response today.

I have several points I want to make for your consideration. As background, let me repeat I am 73 years old, raised two children and have six grandchildren with three in BAD. I have witnessed my oldest granddaughter in BAD during practices, meets and championships for over 8 years. I am quite a swimming enthusiast and while far from an expert, I have a great sense of what makes BAD and its swimmers unique. I understand kids and how "stability" impacts their sense of well-being, particularly as they approach their teen years and grow to young adults. Of course, there are emotions and feelings of distrust in this scenario. However, I have been in the business world for over 50 years and remain an active director of a couple of significant organizations. I am pragmatic and like to make my arguments based on fact and a high degree of respect for all parties. I also pride myself as being someone who understands that common sense must prevail. One of the organizations I represent has a code of conduct that includes the statement: "no rules, policies or guidelines will ever replace good judgement and common sense." After all, if that wasn't the case, we wouldn't need people to make decisions. Whether decisions are being made in courts, businesses, or in one's personal life, common sense and an understanding as to what a reasonable person would do in a particular set of circumstances is the underlying discipline. I trust this is an approach that city representatives embrace as well.

Here are some additional arguments in support of my view that this has been an unfair and unwarranted decision that must be revisited.

1) If there was a technical issue with documents that were created 40 years ago and have somehow been misplaced, with a simple investigation I found that BAD is a not-for-profit organization in good standing and aligned with respectful institutions like Swim Ontario and Swim Canada. You would think that an organization that operated within Burlington for 40 years, and is recognized as a strong member of the Canadian swim community, would have been given the benefit of the doubt and this technical matter brought to a satisfactory conclusion. Instead, a club that does not meet the City's minimum requirements was given flexibility to prove 85% or more Burlington swimmers by September. This seems very much like a double standard.

2) Keeping the kids in mind, please understand they have: enormous pride in Burlington and BAD; love and respect their coaches; enjoy a real feeling of "family"; have grown up with each other; and, generally consider the experience precious. The intensity of their relationships with one another increases as they progress through the program. They don't want to break from this kind of comfort and familiarity. Why should they? The BAD team has enjoyed a lot of competitive success and goodwill.

3) While GHAC will probably argue otherwise, from my observations and discussions with many members of competing clubs, GHAC has not achieved the respect and success that BAD enjoys. The quality of the organization and its coaches may be acceptable but that presents no advantage for BAD swimmers. Again, BAD can outline the backgrounds of their coaches, but suffice to say we have people that have reached National and Olympic levels and many have years of coaching experience. I might add that I have nothing against the kids who swim for GHAC - I wish them well. Hamilton, Burlington, Oakville, Milton and most cities have their own competitive clubs. I assume GHAC came about as there are several smaller communities in the Golden Horseshoe who cannot support their own club and/or may not have the necessary pools. Of course, more pool time is what GHAC wants. Unfortunately, their parents chose to live in Golden Horseshoe communities that may offer certain benefits but also less amenities. In our case, we chose Burlington which has some disadvantages including higher taxes but, in turn, amenities such as pools.

4) How can any club work hard to develop competitive swimmers and fine young adults who are active in their community only to "have the rug swept out from under them" when the next contract falls due. That is what is happening here. No organization can proceed to the best of their ability and build the kind of reputation and success that BAD enjoys in the face of that kind of uncertainty. It takes time to build a successful swim club with years of dedication and hard work (from 6 or 7 years of age to young adults).

5) The application from GHAC should not have been entertained in the first place as they have a low number of Burlington swimmers. Even if they get to the required number by September — what good is that? There is no benefit to BAD swimmers. How will you police it? Those numbers may be artificially increased given the feeling of helplessness our kids are currently experiencing, i.e. they may sign with GHAC in a panic. Most clubs ensure various age groups, or swimmers who have reached certain achievement levels, practice together. There are many reasons for this. The program is tailored to their ages and accomplishments. GHAC may say that they will leave their current swimmers in current pools and only have BAD swimmers in Burlington pools. That is simply not practical if one understands coaching limitations, the importance of learning from each other at various ages/levels, a sense of team, etc. It's clear GHAC is looking for more pool time and our kids should not have to go anywhere outside of Burlington or have new recruits avoided simply because kids from out of town are displacing their opportunity. There is only so much space and pools like Centennial are particularly important for "long invested" senior swimmers.

6) The stress placed on our kids has weakened their sense of security and fairness. They have worked hard and believe in their organization. In this past week, I have witnessed tears, anger, confusion and capitulation. The older swimmers, in particular, have had their belief in fairness and trust in those who represent them at the City extremely damaged - as is the case for the parents and many BAD volunteers and supporters. We have had swimmers leave the club over this mess. While there may be a few considering GHAC out of fear or a belief that there is no alternative, most have gone to Milton or Oakville as they have no desire to endure this uncertainty or be forced into a club they don't want to be part of.

7) I heard from one City representative that the Mayor and Counsellors don't get involved with procurement due to potential conflicts of interest. This is different than normal

procurement. This is a club that has operated for 40 years as a not-for-profit and on top of this they have been active in the community. I am sure the BAD representatives can outline their good work. Common sense tells me GHAC received preferential treatment (they didn't qualify in the first place) and whether there is a degree of culpability on both sides (City or BAD) doesn't matter. The correct approach is to not seek blame. Rather, all parties should simply learn from it and the City should make the correction immediately. GHAC took a risk and it appears they tried to push themselves into Burlington to the detriment of our kids. Quite frankly, I think that is shameful. In their scramble to raise the number of Burlington kids, they are trying to solicit ours which is not consistent with the swim community's normal protocol. We don't poach from other clubs. In my mind, if city policies bring us to this kind of scenario, something must change and it will take the members of Council and the Mayor to do so. There has to be common sense and a better system of escalation before it gets to this stage and/or preference given to renewals of long time reliable organizations. We know that other clubs/cities understand this is a terrible precedent and have expressed their position in support of BAD. I can understand why they may feel threatened — if this can happen to BAD, it can happen to them? This has been a colossal waste of time and money for BAD and the City.

8) With regard to community involvement and representation: a) BAD carries a **Burlington Aquatic Devilray's** banner wherever they go - not Golden Horseshoe Aquatic Club which provides little direct recognition b) our community efforts are within Burlington - not thinly spread across a range of communities knowing there is always limited time to devote to these kinds of activities, and c) meets are held in Burlington which brings families and supporters from across the country for the benefit of Burlington businesses as they seek accommodation, food and activities. Will this be the case with GHAC who is obviously conducting meets in places outside of Burlington today --- one would think they must provide at least some degree of loyalty to other communities? It is quite clear that any pool time allotted to GHAC will be at the expense of lesser focus on Burlington.

I want to give you a greater understanding as to the sense of team and family that these kids enjoy and want to preserve. They feel a real sense of loyalty. As a grandparent, we usually aren't involved in the day-to-day scheduling that my daughter and son-in-law manage with the administrative notices, payments, travel and time commitments, etc. I try to enjoy the kids and the sport from a distance although "it takes a village to raise a child". With three of their four kids in BAD my husband and I often assist with the effort to get them to practices and meets. A couple of years ago, some members went to a swim camp in Spain and my husband and I joined the group. The kids got to meet International swimmers and observe how they trained. They were able to take in some tourist attractions as well. It was a valuable educational experience while building an even greater sense of team and family. During that time, we got a chance to chat with the Head Coach in a casual manner. He is usually a somewhat reserved and focused individual, but he told us about his greatest source of pride during his BAD leadership. I believe he said, four of his BAD swimmers went on to become doctors and others engineers and professional in various disciplines ---and on and on. That is the essence of what is being taken away as you need that sense of family and long term involvement to achieve that kind of pride.

I respectfully ask that you consider these points. I am sure there are many more that will be made by BAD. Just look at the video that Halton News created about a BAD hosted meet at Nelson Pool the weekend before this controversy surfaced. My granddaughter was featured in the video — not planned but simply a swimmer who happened to be available for comment. Her and her friends remarks said it all. Unfortunately, the smile on her face has been wiped away.

Please help our Burlington kids!

Sincerely,
Pam Pitz

Date: July 4, 2025

To:

City of Burlington
Recreation Services Department
426 Brant Street
Burlington, ON L7R 3Z6

Subject: Request for Pool Time Allocation for Burlington Aquatic Devilrays (BAD)

Dear City of Burlington Officials,

I am writing on behalf of the Burlington Aquatic Devilrays (BAD), a long-standing and valued member of the Burlington community for over 40 years. Our club is composed of local families and children who come together to swim for camaraderie, fitness, and competitive excellence. We are proud to represent Burlington and to have contributed positively to the community through our programs and events.

We are deeply concerned about the current allocation of city pool time, which threatens the continued operation of our club. As a team made up mostly of Burlington residents, it is only fair and reasonable that our families benefit from the tax dollars they contribute. It is disheartening to see pool time being granted to a club from Hamilton, while our own local athletes are left without access to the facilities their families help fund.

Moreover, we have observed recruitment videos being filmed in front of Burlington facilities by this same club. This not only undermines the spirit of community investment but also sends a troubling message to our young athletes—that their city does not prioritize their development or recognize their contributions.

The financial implications of this shift are also deeply concerning. Families who are now being directed to join the new club face a significant increase in monthly fees—up to **\$450 per month**, which represents a **42% increase** over current costs. *(These figures specifically reflect the cost increase our family would face for our daughter, who currently swims at a competitive level.)* While both clubs appear to operate as non-profits, the cost to families is not comparable. This increase will likely push many children out of the sport due to financial constraints, limiting access to swimming for those who cannot afford such a steep rise in fees.

The Burlington Aquatic Devilrays have consistently invested in this city by being responsible, engaged, and community-minded as evidenced by our participation in many municipal events such as the Terry Fox Walk, as well as food and clothing drives. We now respectfully ask the City of Burlington to invest in its own citizens by ensuring that our club is granted the pool time it needs to continue serving the youth and families of Burlington.

We would welcome the opportunity to discuss this matter further and work collaboratively toward a solution that supports our local athletes and strengthens our community.

Thank you for your time and consideration.

Sincerely,

Don & Shannon Perkins

As members of the Burlington Aquatic Devilrays (BAD)

****A Heartfelt Appeal to Mayor Marianne Meed Ward and Burlington City council.**

Dear Mayor Meed Ward and Esteemed Members of Council,

I am writing to you today as a parent whose heart is breaking watching my child and hundreds of other Burlington children face the devastating loss of their beloved swimming home. The Burlington Aquatic Devilrays (BAD) has been more than just a swim club for our family—it has been the cornerstone of my daughter's confidence, friendships, and dreams.

**The Heart of Our Community**

For over four decades, BAD has been nurturing young swimmers in Burlington, transforming nervous beginners into confident athletes who carry themselves with pride both in and out of the water. My daughter is one of nearly seven classmates from [REDACTED] school who have found their second family at BAD. Watching these children support each other through victories and defeats, celebrating personal bests together, and forming friendships that extend far beyond the pool deck has been one of the greatest joys of my parenting journey.

The confidence my daughter has gained through BAD extends into every aspect of her life. She stands taller in school presentations, approaches challenges with determination, and has learned the invaluable lesson that hard work and perseverance lead to achievement. This transformation didn't happen overnight—it was carefully cultivated by dedicated coaches and the supportive community that BAD has fostered within our city.

**A Source of Pride for Burlington**

BAD swimmers don't just represent themselves—they represent Burlington. When they compete across Ontario and beyond, they carry our city's name with honor[3][2]. Some of our athletes have even progressed to compete at national levels, showing the world the caliber of talent that emerges from our Burlington pools. These young champions are living proof that when we invest in our youth, they rise to meet and exceed our highest expectations.

How can we explain to these dedicated young athletes that their home pool—the very facility where they've trained for years, where they've learned to push their limits, where they've dreamed of representing Canada at the Olympics—is being handed over to a club from Hamilton? The irony is not lost on us that Burlington residents are being displaced from Burlington facilities while our tax dollars continue to fund these very pools.

**The Devastating Impact**

The administrative technicality that has led to this situation affects approximately 400 young swimmers and their families[2]. These aren't just numbers—they're children who wake up excited for practice, teenagers who've found their passion, and families who've built their schedules around the sport that brings them together. The club maintains more than 85%

Burlington residency, meeting the city's requirements, yet a paperwork error threatens to destroy what has taken decades to build.

My daughter asks me daily when she'll see her teammates again, when she can get back in the pool with her coaches, when things will return to normal. I find myself at a loss for words, struggling to explain how bureaucratic processes can override common sense and community values.

A Plea for Our Children's Future

The young swimmers at BAD don't just dream of weekend competitions—many harbor genuine aspirations of representing Canada at the Olympics. These aren't fanciful childhood dreams; they're goals supported by proven coaching, proper facilities, and a track record of success. When we remove their training ground, we're not just disrupting their current routine—we're potentially derailing Olympic dreams that could bring honor to both our swimmers and our city.

The petition supporting BAD's reinstatement has gathered tremendous community support, demonstrating that this issue extends far beyond our immediate swimming families. Burlington residents recognize that BAD represents the best of what our city can offer its young people: opportunity, excellence, and community spirit.

Our Urgent Request

We respectfully and urgently request that you:

1. **Immediately reinstate BAD's pool access** while any legal or administrative issues are resolved
2. **Prioritize Burlington residents** in the allocation of Burlington pool time
3. **Recognize the community impact** of displacing 400 local families for an administrative oversight
4. **Support the Olympic dreams** of our young athletes who have made our city proud

The children of BAD have done nothing wrong. They've trained faithfully, competed honorably, and represented Burlington with distinction. They deserve better than to have their swimming careers disrupted by bureaucratic technicalities.

A Community United

As elected representatives of Burlington, you have the power to ensure that our pools serve our residents first. The decision to potentially award Burlington's pool time to Hamilton's Golden Horseshoe Aquatic Club sends a troubling message about our city's priorities. Our children are watching, our community is watching, and the swimming world is watching how Burlington treats its own.

I implore you to look beyond the paperwork and see the faces of the children whose dreams hang in the balance. Consider the parent volunteers who've devoted countless hours to building this program, the coaches who've nurtured Olympic hopefuls, and the families who've chosen to call Burlington home partly because of the opportunities we offer our youth.

Please don't let administrative processes override the human impact of this decision. Please don't break the hearts of children who've done nothing but train hard and dream big. Please ensure that Burlington pools remain the home of Burlington swimmers.

The future Olympians training in our pools today will remember how their community supported them in their time of need. Let's make sure they remember Burlington as the city that stood behind its young athletes when it mattered most.

With sincere hope and urgency,

Rajdeep Choudhury

Proud parent of a Burlington Aquatic Devilrays swimmer *Burlington resident and taxpayer*

"We feel we are part of the city and today, I feel like our club is an orphan. Something is missing and I'm not very sure what we did wrong." - Sergei Soloukhin, Head Coach, Burlington Aquatic Devilrays

"As a lifelong Burlington resident who has benefited directly from the parks and recreation programming, I am disheartened by the pool allocation process. Although we were new to the competitive swim world, as soon as my daughter discovered the Burlington Aquatic Devilrays, we knew that we had found a great fit for our very active child. The club is about more than swimming, it is about friendship and teamwork. It is a place our whole family has become members of as swimmers and volunteers. It is extremely unfortunate that the city processes threaten the stability for these swimmers every five years. Swimmers and youth deserve consistent programming. The disruptions for any team to potentially lose their pool time, each time the five year process is up is just not a model that should be in place. We kindly ask that BAD receive the time in Burlington pools, for our Burlington swimmers as we did before. We would like to continue to benefit from our own pools, our city pools and continue to represent Burlington with pride. Thank you for being open to listening to our concerns."

Samantha Beckett
Ward 3

Good afternoon, City Clerk,

We intend to speak to the City's recent RFP decision on competitive youth swimming pool access, which we believe has been handled in a way that is unfair, unjust, and inconsistent with both community values and the City's own Framework for Community Recreation.

This issue affects hundreds of Burlington youth, their families, and our community at large. It is imperative that our voices are heard directly, and that Council understands the harm caused by this flawed process.

We will not let Burlington children be left behind.

Sergei Soloukhin

Yuriy Bepalov , Burlington Aquatic Devilrays, Age Group Coach

I have worked as a swimming coach all of my life since graduating with a PhD. My family came to Canada in 1998 and I pursued Canadian coaching credentials to continue my career as a swimming coach. The best fit for me was the Burlington Aquatic Devilrays club. Throughout all of these years I have had many opportunities to leave and join another club . But BAD was and is my home. I was welcomed there with open hearts. Now, almost 25 years later I am still with BAD and my heart is with them.

Yuriy Bepalov
Age Group Coach
Burlington Aquatic Devilrays

To: Mayor Marianne Meed Ward and Members of Burlington City Council
From: Family of The Burlington Aquatic Devilrays Swim Club
Date: July 3/25
Subject: Request for Support in Restoring Facility Access for Burlington Aquatic Devilrays

Dear Mayor Meed Ward and Members of Council,

First, thank you for your leadership and service to our city. Your commitment to listening to the voices of Burlington families means a great deal, especially at moments like this when our community needs your support.

We are writing to you as parents. Our 10 year old is a proud member of the Burlington Aquatic Devilrays Swim Club (BAD), and our family is heartbroken. We've just learned that due to a technical issue in the City's RFP process, this long-standing community club may lose access to the municipal pools it has called home for over 40 years.

To be clear, we understand this wasn't a decision made by you or the City Council. But we are reaching out to ask for your help in making things right, for the 400 swimmers who call this team their second home.

From what we understand, BAD's RFP submission was rejected because of a documentation issue, specifically a request for a "current and valid certificate of incorporation" which doesn't exist in the form required for legacy non-profits like ours. The club submitted a Certificate of Status to show it's in good standing, but it appears that wasn't accepted. And now, because of this misunderstanding, hundreds of kids, most of them Burlington residents, are at risk of losing access to their team, their training, and their community.

For many of these kids, swimming is so much more than a sport. For my child, it's everything. It's where they've found confidence, discipline, and a sense of belonging. It's where they feel safe, motivated, and proud. It's where the coaches and older swimmers cheer them on and help them grow. It's where they've learned to show up early, try their hardest, and support their teammates.

To think this might be taken away because of a technicality is devastating. We're not a big corporation or an outside group. We're Burlington families. We pay for the pool time, volunteer at meets, drive our kids to 6 a.m. practices, and cheer from the stands. The club spends over \$20,000 a month on facility rentals, all funded by parents like me. We bring hundreds of visitors to Burlington during meets. We're part of the fabric of this city.

We fully support fair, transparent processes and believe in accountability. But we also believe that this situation deserves a second look. A documentation issue shouldn't erase 40 years of service, community impact, and the hopes of 400 young athletes.

Please, if there's anything you or Council can do, whether it's revisiting the RFP, offering an interim solution, or simply opening the door to a conversation, we are ready and eager to work with the City. We just want our kids back in the water, with the team that has shaped who they are becoming.

Thank you again for your time, your care, and your leadership. I hope you'll consider advocating for a resolution that keeps this incredible program alive for the next generation of Burlington swimmers.

With gratitude,

Andrea Gill and Blair Gunby



July 4, 2025

To: Mayor Meed Ward and Members of Council

Re: BurlingtonGreen input regarding **Electric Vehicle Charging Policy and fee options - Report Number: PWS-02-25** , **Burlington Agricultural Action Plan - Report DGM-47-25 report**

BurlingtonGreen is pleased to provide input regarding two items on the Committee of the Whole Agenda for July 7, 2025:

1. Electric Vehicle Charging Policy and fee options - Report Number: PWS-02-25

Since BurlingtonGreen's co-authoring of [Burlington's Electric Mobility Strategy](#) in the fall of 2022, community ownership of electric vehicles in Burlington has grown significantly. The City is to be commended for its continual investment in local charging infrastructure that has supported this growth while contributing to the reduction of emissions from the transportation sector; the largest source of greenhouse gas emissions in Burlington.

BurlingtonGreen has been pleased to continue to actively contribute to extensive community engagement and the organization of events to showcase the multitude of benefits of E-mobility. The 2024 addition of an EV charging station by the BurlingtonGreen Eco-Hub by the beach also serves as a profile feature for our ongoing promotions of sustainable, integrated mobility opportunities.

We support the staff report recommendation of Option 2 to implement a \$2.00/hour fee for city owned Level 2 electric vehicle chargers for the first four hours of charging, increasing to \$5.00/hour for subsequent charging time, and a fee of \$10.00/hour for city owned Level 3 (fast) electric vehicle chargers, as we believe this to be a balanced approach that would help to recover operating costs, thus better sustain the City's long term continued investment in this essential climate-friendly infrastructure.

Recommendation: as stated in the report, an associated communications campaign informing the broader community of the potential introduction of fees will be key. **Leverage BurlingtonGreen's extensive online and outreach engagement via our popular [Make the Switch](#) campaign to help spread the word.**

Recommendation: as previously proposed for various environment-benefiting initiatives (such as bike racks, bus shelters, etc..) brand EV charging stations across the city with 'Take Action Burlington' sticker symbols to help the community 'connect the dots' to how these opportunities advance local action on climate change.

Note: at the time of preparing this submission, the E-Mobility Strategy update report was not available in a Council Information package on the City website. BurlingtonGreen looks forward to learning of the progress made for the 35 action items across the 4 theme areas that we developed together.

2. Burlington Agricultural Action Plan - Report DGM-47-25

BurlingtonGreen congratulates City of Burlington project staff and the Burlington Agricultural and Rural Affairs Advisory Committee for their collective efforts to produce the Burlington Agricultural Action Plan. We are pleased to see the inclusion of climate resiliency considerations, and references to the protection and enhancement of the natural environment.

Recommendation: BurlingtonGreen believes it to be imperative that advocacy be a key priority of the Burlington Agricultural Action Plan. While the staff report references **aligning** with updated provincial policies, particularly given this Provincial government's continued advancement of destructive policies and projects that threaten the future of farmland and a healthy environment, it will be essential that the City speak up for policies that support the vision and objectives of the Burlington Agricultural Action Plan. Example: Highway 413 will pave 400 acres of the Greenbelt and 2000 acres of high-quality farmland.

Recommendation: in addition to the staff report recommendation of a representative from Burlington Economic Development & Tourism to be part of the committee's composition, if not already the case, a representative from the City's Sustainability and/or Forestry staff would be beneficial to support the Burlington Agricultural Action Plan goals pertaining to natural heritage protection and climate resiliency. Additionally, as cited in Burlington's Woodland Management Strategy Vision, "Trees and woodlands will be maintained and enhanced for the long term, in recognition of the valued environmental, social and economic services they provide. The city will work with its partners and the community in the urban and **rural areas** to ensure that this essential resource is managed effectively to maximize tree cover and health, increase native biodiversity, minimize risks to public and property and contribute to the environmental sustainability and quality of life in Burlington".

Recommendation: Leverage BurlingtonGreen's extensive online and community outreach to advance the Plan's action for increased local awareness about the various benefits of local agriculture.

Thank you for considering the above input.

Respectfully,



Amy Schnurr

Co-Founder / Executive Director

amy@burlingtongreen.org