

PLANNING, PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA

Meeting #: PPT-2019-0011

Date: Tuesday, September 17, 2019, 3:00 p.m.

Location: Halton Hills Town Hall, Council Chambers

1 Halton Hills Drive

Members: Mayor R. Bonnette, (Ex-Officio), Councillor C.Somerville, Chair,

Councillor J. Fogal, Councillor M. Albano, Councillor B. Lewis,

Councillor M. Johnson, Councillor B. Inglis

Pages

- 1. CALL TO ORDER
- 2. DISCLOSURE OF PECUNIARY INTEREST
- 3. COMMITTEE DELEGATIONS/PRESENTATIONS
- 4. REPORTS & MEMORANDUMS FROM OFFICIALS

Vet Reports to be considered by the Planning, Public Works and Transportation Committee.

Reports will be automatically held when there is a presentation or delegation on the matter.

a. REPORT NO. PLS-2019-0064

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PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0064 dated August 22, 2019 regarding Final Assumption of Subdivision Plan 20M-1029 - Halton Green Estates Development – Davidson Drive, Acton.

b. REPORT NO. PLS-2019-0065

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PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0065 dated August 28, 2019 regarding Southeast Georgetown Secondary Plan – Financial Agreement.

c. MEMORANDUM NO. PLS-2019-0007

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PLANNING AND SUSTAINABILITY MEMORANDUM NO. PLS-2019-0007 dated September 4, 2019 regarding Local Planning Appeal Tribunal (LPAT) Appeal for 12 Church Street East (Acton) Withdrawn.

d. MEMORANDUM NO. PLS-2019-0008

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PLANNING AND SUSTAINABILITY MEMORANDUM NO. PLS-2019-0008 dated September 4, 2019 regarding Award of the Request for Proposal RFP P-049-19 for the Green Development Standards Update.

e. MEMORANDUM NO. TPW-2019-0007

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TRANSPORTATION AND PUBLIC WORKS MEMORANDUM NO. TPW-2019-0007 dated September 9, 2019 regarding 2020-2025 Pavement Management Local and Collector/Arterial Asphalt Resurfacing Programs.

5. CLOSED SESSION

Committee to Convene into Closed Session if necessary.

6. RECONVENE INTO OPEN SESSION

Motion to approve items pertaining to Closed Session.

7. ADJOURNMENT



REPORT

REPORT TO: Chair and Members of Planning, Public Works & Transportation

Committee

REPORT FROM: Romaine Scott, Legal Coordinator

Planning & Sustainability Department

DATE: August 22, 2019

REPORT NO.: PLS-2019-0064

Final Assumption of Subdivision Plan 20M-1029

Halton Green Estates Development – Davidson Drive, Acton

RE: File No. L04 HA

RECOMMENDATION:

THAT Report PLS-2019-0064 dated August 22, 2019 regarding the Town's final assumption of the public services and street installed in the subdivision registered as Plan 20M-1029, in the Town of Halton Hills, be received;

AND FURTHER THAT staff be authorized to bring forward a by-law to assume the public services and street installed in the subdivision registered as Plan 20M-1029.

BACKGROUND:

The Plan of Subdivision registered as 20M-1029 on January 29, 2008 was developed by TB1 Holdings Limited (formerly Debryn Pecan) (the "Developer"). This development comprises 20 residential lots and 7 road widening or reserve blocks.

Plan 20M-1029 is illustrated in Appendix "1" attached to this Report.

In accordance with the Subdivision Agreement registered as Instrument HR642538 on February 15, 2008, the development meets the requirements for final acceptance of the plan of subdivision. Transportation & Public Works staff has now confirmed that all deficiencies have been rectified and all the works associated with the subdivision development are completed to the satisfaction of the Town. Accordingly, staff recommends that the public services within the said development be assumed by the Town.

COMMENTS:

The Developer has provided a statutory declaration stating that all accounts relating to the development have been paid in full. Staff is satisfied that all the works have been completed and all the requirements have been met.

RELATIONSHIP TO STRATEGIC PLAN:

This is an operational issue. The proposed assumption of these public services bears no relation to the Strategic Plan.

FINANCIAL IMPACT:

The securities held by the Town to ensure the completion of this development will be returned to the Developer. The Town will now assume the financial responsibilities for the maintenance of the public services which include:

- 2 new stormwater management facilities with 730m of 1.4m high black chain-link fencing;
- 23 driveway culverts ranging from 450mm to 1000mm in diameters with an average length of 12m;
- Approximately 825m of paved road, 6.5m wide with a rural cross-section in a 20m wide road allowance; and
- 10 street lights and appurtenances;

CONSULTATION:

Transportation & Public Works staff consulted with the Developer regarding the preparation of this Report.

PUBLIC ENGAGEMENT:

There is no public engagement with respect to this Report.

SUSTAINABILITY IMPLICATIONS:

The Town is committed to implementing our Community Sustainability Strategy, Imagine Halton Hills. Doing so will lead to a higher quality of life.

The recommendation outlined in this report is not applicable to the Strategy's implementation.

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COMMUNICATIONS:

There is no communications impact with respect to this Report.

CONCLUSION:

The Developer has provided all the necessary documentation in accordance with the conditions set out in the Subdivision Agreement. Staff recommends that the appropriate by-law be passed to assume the public services and street within Plan 20M-1029, as set out herein.

Reviewed and Approved by,

John Linhardt, Commissioner of Planning and Sustainability

Brent Marshall, Chief Administrative Officer

PLS-2019-0064 Page 3 of 3



REPORT

REPORT TO: Chair and Members of the Planning, Public Works and

Transportation Committee

REPORT FROM: Rob Stribbell, Senior Policy Planner

DATE: August 28, 2019

REPORT NO.: PLS-2019-0065

RE: Southeast Georgetown Secondary Plan – Financial Agreement

RECOMMENDATION:

That Report PLS-2019-0065 dated August 28, 2019 regarding the Financial Agreement for the completion of the Southeast Georgetown Secondary Plan be received;

AND FURTHER THAT the Financial Agreement and related by-law with the Russell-Pines Property Corp, attached as Schedule One to this report be approved;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law attached as Schedule One to this report, to execute the Financial Agreement with the Russell-Pines Property Corp;

AND FURTHER THAT a copy of this report be forwarded to the Russell-Pines Property Corp, for information.

BACKGROUND:

Through Regional Official Plan Amendment No. 38 and Halton Hills Official Plan Amendment (OPA) No. 10, the lands identified as the Southeast Georgetown Lands were brought into the Urban Area in the Town of Halton Hills.

Since that time, Town staff have been corresponding and meeting with representatives of the Russell-Pines Property Corp, in order to prepare a Financial Agreement to facilitate the completion of the necessary secondary plan.

COMMENTS:

Attached as Schedule One to this report, is a proposed Financial Agreement for the consideration of Council.

As noted in the text of the proposed Financial Agreement, an agreement is necessitated by the inclusion of the Southeast Georgetown lands within the Urban Area of Halton Hills to the 2031 planning horizon, through Regional Official Plan Amendment No. 38 and Halton Hills Official Plan Amendment (OPA) No. 10. OPA 10 requires the preparation of a secondary plan and related background studies for the lands, before they can be developed for urban uses. The Town's approved Capital Forecast identifies the Secondary Plan study commencing in 2020. However, the owner of the subject lands wishes to advance the commencement of the Secondary Plan and related background studies relative to the timelines set out in the Town's Capital Forecast.

The proposed Financial Agreement is structured that 100 percent of the costs of the Southeast Georgetown Secondary Plan will be the responsibility of the benefitting landowners. The Town has agreed to reimburse the cost of the Secondary Plan to the property owners in two equal installments of \$150,000 once the Secondary Plan and related background studies have been completed. The First installment shall be paid no later than December 31, 2025 with the second payment being made no later than December 31, 2030.

The proposed Financial Agreement stipulates that:

- the Town retains control over the selection of a Consultant Team to complete the Secondary Plan;
- Russell-Pines Property Corp are responsible for 100 percent of the estimated \$300,000.00 cost for completion of the project;
- The Town agrees to reimburse the Owner \$300,000.00 plus any additional costs upon completion of the Secondary Plan. The Town will pay the applicant in two installments of \$150,000.00.
- if the bid price exceeds \$300,000.00, the Owner shall pay to the Town an amount equal to the Bid Price minus \$300,000.00;
- if additional work is required after work on the Secondary Plan and related background studies commences, the Town, in consultation with the Owner shall determine whether or not to proceed with such additional expenses;
- in the event that the agreement is terminated for any of the reasons set out in the Financial Agreement, the Town shall be entitled to ownership of any portion of the Secondary Plan and the related background studies to the date of such termination, regardless of the state of completion.

Town staff has been working with the Owner of the subject lands and their representatives as well as relevant agencies to prepare a draft Terms of Reference and Environmental Impact Study/Scoped Subwatershed Study. Once these documents are finalized, Town staff will bring forward a report to Council in late fall/winter 2019 for endorsement of the related Request for Proposals in order to hire a consulting team to undertake the Secondary Plan and related studies.

RELATIONSHIP TO STRATEGIC PLAN:

The Strategic Plan sets out a broad vision for the community contained in nine strategic directions. The completion of the Southeast Georgetown Secondary Plan relates to a variety of the Strategic Directions, in particular, Strategic Direction G - Achieve Sustainable Growth and relates closely to the following:

- **G.4** To promote a 'growth pays for itself' philosophy.
- **G.11** To ensure the efficient use of urban land and infrastructure in existing communities and new growth areas.
- **G.12** To explore with the public and private sectors the use of innovative financial strategies to minimize the fiscal impacts of growth on existing development.

In October 2011, Council endorsed a Strategic Action Plan, containing a 'Top Ten' list of priorities to focus on for the 2010-2014 Council term. The sixth priority on the list was entitled Future Residential Area Planning and, amongst others, included the following components:

 Proactively promote opportunities for private sector participation in front-ending emerging growth related infrastructure requirements, recognizing that there will still be municipal costs.

FINANCIAL IMPACT:

Town staff has estimated the cost of the project to be \$300,000.00. As per the attached Financial Agreement the completion of the Secondary Plan is proposed to be financed 100 percent by the Russell-Pines Property Corp. The Town agrees to reimburse the Owner \$300,000.00 plus any additional costs upon completion of the Secondary Plan. The Town will pay the applicant in two installments of \$150,000.00.

CONSULTATION:

Planning staff consulted with the Town solicitor in the preparation of this report. The attached Financial Agreement was prepared by Town staff, with the input of the Town's solicitor, and the assistance of the Town Treasurer and Corporate Services staff.

PUBLIC ENGAGEMENT:

Public consultation and engagement will be a key component of the Study. Staff will adhere to the Public Engagement Charter throughout the duration of the study. Public meetings will be held throughout the study process. The timing of these meetings will be determined following the issuance of the RFP and the selection of a consultant to complete the Secondary Plan.

SUSTAINABILITY IMPLICATIONS:

The Town is committed to implementing our Community Sustainability Strategy, Imagine Halton Hills. Doing so will lead to a higher quality of life.

The recommendation outlined in this report advances the Strategy's implementation.

This report supports the Cultural Vibrancy, Economic Prosperity, Environmental Health and Social Well-being pillars of Sustainability and in summary the alignment of this report with the Community Sustainability Strategy is excellent.

COMMUNICATIONS:

A public consultation and engagement program will be a key element for the successful completion of the Southeast Georgetown Secondary Plan. A detailed communications strategy will be developed as part of the Secondary Plan project.

CONCLUSION:

This report provides a summary of the contents of a proposed Financial Agreement between the Town and the Russell-Pines Property Corp, to provide the necessary funding to complete the Southeast Georgetown Secondary Plan.

It is recommended that the proposed Financial Agreement be approved by Council, and the Mayor and Clerk be authorized to sign the by-law executing the Financial Agreement.

Reviewed and Approved by,

Bronwyn Parker, Manager of Planning Policy

John Linhardt, Commissioner of Planning and Sustainability

Brent Marshall, Chief Administrative Officer

| THIS AGREEMENT made this | day | of | 201 | 16 |
|--------------------------|-----|----|-----|----|
|--------------------------|-----|----|-----|----|

BETWEEN:

RUSSELL PINES PROPERTY CORP.(hereinafter called "the Owner")
OF THE FIRST PART;

- and-

THE CORPORATION OF THE TOWN OF HALTON HILLS

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Owner owns lands located within the area bounded by 10 Sideroad, the Tenth Line, and the Hamlet of Norval ("the Southeast Georgetown Secondary Plan Area") in the Town of Halton Hills, in the Regional Municipality of Halton, as shown on the attached Schedule "A":

AND WHEREAS the Owner wishes to develop its lands for residential and other uses;

AND WHEREAS the Owner's lands are predominantly designated "Future Residential/Mixed Use Area" in the Town's Official Plan, as amended by OPA No. 10:

AND WHEREAS the policies contained in the Town's Official Plan as amended by OPA No. 10 require, among other things, that a secondary plan for the Southeast Georgetown Secondary Plan Area ("the Secondary Plan") be completed prior to the development of the Owner's lands;

AND WHEREAS the Town's approved Capital Forecast identifies the Secondary Plan as commencing in 2020;

AND WHEREAS the Owner wishes to advance the completion of the Secondary Plan including related background studies relative to the timelines set out in the Town's approved Capital Forecast;

AND WHEREAS the Owner has agreed to finance the cost of the Secondary Plan including related background studies upon the terms contained in this Agreement;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) now paid by each of the parties hereto to the other (the receipt and adequacy of which are hereby acknowledged), and for other good and valuable consideration, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

Estimated Cost of the Secondary Plan

 The parties acknowledge that the Town has estimated the cost of the Secondary Plan including related background studies to be \$300,000.00. Immediately upon execution of this agreement and prior to the solicitation of bids or other expressions of interest as contemplated by Section 3 below, the Owner shall pay

- \$300,000.00 towards this cost to the Town. The Parties agree that this payment represents a contribution of 100% of the estimated cost of the Secondary Plan including related background studies.
- 2. The Town agrees to reimburse the Owner \$300,000.00, plus any additional amounts paid to the Town under Sections 5 and/or 6, without interest and in accordance with the following provisions:.
 - a) The reimbursement shall be paid in two equal installments of \$150,000 plus 50% of any additional amounts paid to the Town under Sections 5 and/or 6:
 - b) the first installment shall be paid no later than December 31, 2025;
 - c) the second installment shall be paid no later than December 31, 2030.
- It is agreed that, following the execution of this agreement, the Town may
 proceed to solicit bids or other expressions of interest for the undertaking of the
 Secondary Plan including related background studies in such manner as the
 Town, in its sole discretion sees fit.
- 4. The Parties acknowledge and agree that the Town shall not be obligated to accept any bid or other expression of interest. Should the Town decline to accept any such bid or other expression of interest, this agreement shall be terminated, all obligations hereunder shall cease and no Party shall be entitled to any remedy relating to this agreement, except that the Owner shall be entitled to the return of any unused portion of the monies paid by the Owner pursuant to Section 1 above forthwith.
- 5. Following the acceptance of a bid by the Town, should the cost of the Secondary Plan including related background studies, as set out in that bid or other expression of interest which has been accepted by the Town ("the Bid Price"), exceed the initial estimate of \$300,000.00, the Owner shall, prior to any work on the Secondary Plan and the related background studies being commenced, pay to the Town an amount equal to the Bid Price minus \$300,000.00.
- 6. Following the commencement of work on the Secondary Plan including related background studies, should additional work or additional and/or unexpected expenses become necessary and/or arise, any of which would result in the total cost of the Secondary Plan and related background studies exceeding the Bid Price, the Town's Commissioner of Planning & Sustainability shall obtain an estimate of any additional costs arising from the same ("the Estimate"), consult with the Owner and, following such consultation, determine, acting reasonably, whether or not to proceed with such additional work or incur such additional expenses, as the case may be. Should the Town's Commissioner of Planning & Sustainability decide not to proceed, this agreement shall be terminated, all obligations hereunder shall cease and no Party shall be entitled to any remedy relating to this agreement, other than any unused portion of the monies paid by the Owner pursuant to Section 1 above, which amount shall be repaid to the Owner forthwith. Should the Town's Commissioner of Planning and Sustainability

decide to proceed, the Town shall not be required to proceed with any further work on the Secondary Plan including related background studies until the Owner has paid to the Town an amount equal to the Estimate. Following such payment, the Bid Price shall be deemed to have been increased by the amount of the Estimate, and, subject to that change, this paragraph shall continue to apply should additional work become necessary and/or should additional and/or unexpected expenses arise thereafter.

7. In the event that this agreement is terminated for any of the reasons set out in the preceding paragraph 6, the Town shall be entitled to ownership of any portion of the Secondary Plan and the related background studies completed to the date of such termination, regardless of the state of completion or form of the said unfinished work, including any study, work, data, calculations, observation, electronic data, photographs, draft reports, field notes, notes, analysis, lab results, computer modeling and regardless of the media upon which such unfinished work is recorded and the Town shall be deemed to be the owner of any intellectual property in such unfinished work. Within 20 days of any such termination, the Town shall demand that the consultants who completed the work to date provide the unfinished work, as defined herein, to the Owner and the Town. Notwithstanding the foregoing, the Owner shall be entitled to copies of the same. Any contract entered into by the Town pursuant to this agreement shall contain a clause which complies with the obligations of this Paragraph 7.

Payments

- 8. Any payment made to the Town by the Owner pursuant to this agreement shall be in the form of a cash deposit or letter of credit.
- 9. Any letter of credit submitted to the Town pursuant to this agreement must have the following characteristics:
 - a. It must be an irrevocable letter of credit;
 - b. It must be in the form attached as Schedule "C" and from a financial institution to the satisfaction of the Town Treasurer;
 - c. It must renew automatically and provide the Town with 30 days' notice of cancellation:
 - d. It must contain the address of the bank branch where inquiries can be made and the Letter of Credit called upon; and
 - e. It must authorize the Town to draw down on the Letter of Credit from time to time during the term of this Agreement to pay the Owner's contribution toward the costs of the Secondary Plan including related background studies when those costs become payable.
- 10. The Town may draw down the funds provided under Section 1 from time to time, based on its needs in its sole discretion. Upon request by the Owner, the Town shall provide copied of any invoices reimbursed using the said cash deposit or letter of credit.
- 11. Prior to any work on the Secondary Plan including related background studies being commenced or continued, letters of credit and/or cash deposits in the total amounts required under this agreement in excess of the amount paid on

- execution pursuant to Paragraph 1 must be received by the Town and must have been deemed satisfactory by the Town Treasurer.
- 12. As work on the Secondary Plan including related background studies proceeds, the Town shall draw down the Owner's letter of credit and/or cash deposit in the amount of any costs incurred in association with such work (including the cost of any administrative fees required to draw down the same).

Preparation and Completion of Secondary Plan including related Background Studies

13. The preparation of the Secondary Plan including related background studies shall be undertaken under the Town's sole direction using such resources, including Town staff and/or outside professionals, as the Town may see fit, in its sole discretion. The Owner acknowledges and agrees that nothing in this agreement shall fetter the discretion of Town Council in considering any matter which may come before it in connection with the Secondary Plan, the related background studies or any application made by the Owner under the *Planning Act* or any other legislation.

Interpretation Not Affected by Headings, Etc.

14. Grammatical variations of any terms defined herein shall have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs, the provision of a table of contents and index thereto, and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Severability

15. If any covenant, obligation or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each covenant, obligation and agreement of this agreement shall be separately valid and enforceable to the fullest extent permitted by law, unless such covenant, obligation or provision of this agreement or application of the same which has been determined to be invalid or unenforceable is deemed by the Town, in its sole discretion to be fundamental to this agreement, in which case this agreement shall be null and void.

Governing Law

16. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

Disclaimer of Partnership

17. The parties disclaim any intention to create a partnership or joint venture or to constitute either of them the agent of the other. Nothing in this agreement shall constitute the parties as partners or agents of the other.

Notices

18. All notices under this agreement shall be given to the Parties at the following addresses:

To the Town:

Attention: Town Clerk
The Corporation of the Town of Halton Hills
1 Halton Hills Drive
Georgetown, Ontario
L7G 5G2

Fax No.: (905)873-2347

To the Owner:

Jack Eisenberger, A.S.O Russell Pines Property Corp. 5400 Yonge Street, Fifth Floor Toronto, Ontario M2N 5R5

or to such other address of a party as it shall specify to the other parties by written notice given in the manner aforesaid. Any such notice delivered or sent by facsimile as aforesaid shall be deemed to have been given and received on the date of actual delivery to the addressee.

Waiver

19. No consent or waiver, express or implied, by a party to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first-mentioned party of its rights hereunder.

Amendments

20. This agreement may not be modified or amended except with the written consent of all parties hereto.

Further Assurances

21. The parties hereto agree that they will from time to time, at the reasonable request of any of them execute and deliver such assignments, instruments and conveyances, and take such further actions, as may be required to accomplish the purposes of this agreement.

Successors and Assigns

22. This Agreement shall enure to the benefit of and be binding upon the respective successorsand assigns of each of the parties hereto.

No Assignment Without Consent

23. This agreement shall not be assignable by the Owner without the prior written consent of the Town. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.

Effective Date

24. This agreement shall not be in force, or bind any of the parties, until executed by all of the parties named in it.

Entirety

25. It is agreed and understood that there is no representation or warranty, collateral term or condition affecting this agreement other than those set forth herein, and no other representation or warranty, collateral term or condition shall be binding upon the parties unless expressed in writing, signed by each party hereto and purporting to be expressed in modification 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.

THE CORPORATION OF THE TOWN OF HALTON HILLS

| Mayor | | | |
|-------|--|--|--|
| Clerk | | | |

OWNER

I have the authority to bind the corporation.



MEMORANDUM

TO: Chair and Members of the Planning, Public Works and

Transportation Committee

FROM: Tony Boutassis, Senior Planner – Development Review

DATE: September 4, 2019

MEMORANDUM NO.: MEM-PLS-2019-0007

RE: Local Planning Appeal Tribunal (LPAT) Appeal for 12 Church

Street East (Acton) Withdrawn

PURPOSE OF THE MEMORANDUM:

The purpose of this memo is to advise Council that the Appeal to the Local Planning Appeal Tribunal (LPAT) of the site specific Zoning By-law Amendment (D14ZBA17.002) for 12 Church Street East in Acton has been withdrawn by the Appellant.

BACKGROUND AND COMMENTS:

On April 15, 2019, Council approved a site specific Zoning By-law Amendment to permit 11 townhouse units at 12 Church Street East in Acton.

On May 7, 2019, the Town received an Appeal to LPAT on behalf of the owners of 38 Willow Street South, which abuts the subject property to the east. The appeal cover letter outlined the Appellant's reasons for the appeal, which were:

- concern over the 3-storey height of the units;
- permission for balconies at the rear of the 2nd storey;
- insufficient landscaping;
- concern over unacceptable level of traffic congestion; and,
- perceived non-conformity with the Town's Official Plan.

Town staff met with the Appellant and Applicant on July 22, 2019, where a settlement was agreed to on the basis of following conditions:

- no balconies at the rear of Building 'C' on any storey; see SCHEDULE 1 PROPOSED SITE PLAN;
- compensation in the amount of \$3,500.00 for the installation of new trees on the Appellant's property to mitigate the loss of privacy; and,
- tree protection to be installed for the existing trees on the Appellant's property.

On July 31, 2019, the Appellant formally withdrew their appeal; LPAT acknowledged the withdrawal of the appeal on August 30^{th} and closed their file.

CONCLUSION:

This memo is being provided to the Council for information purposes only.

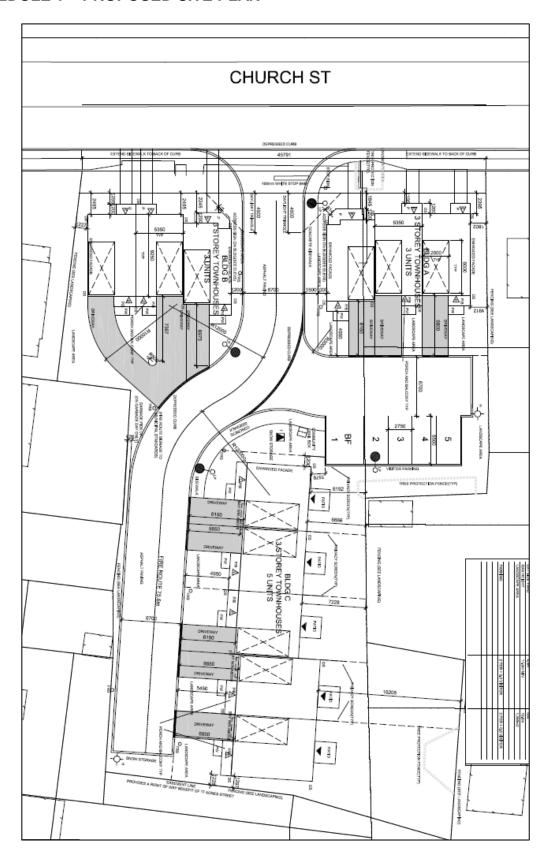
Reviewed and approved by,

Jeff Markowiak, Manager of Development Review

John Linhardt, Commissioner of Planning and Sustainability

Brent Marshall, Chief Administrative Officer

SCHEDULE 1 - PROPOSED SITE PLAN





MEMORANDUM

TO: Chair and Members of the Planning, Public Works, and

Transportation Committee

FROM: Michael Dean

DATE: September 4, 2019

MEMORANDUM NO.: MEM-PLS-2019-0008

RE: Award of the Request for Proposal RFP P-049-19 for the

Green Development Standards Update

PURPOSE OF THE MEMORANDUM:

The purpose of this Memorandum is to provide Council with an update with regards to the selection of a consultant to complete the 2019 Green Development Standards Update (RFP P-049-19). RWDI Consulting was selected as the highest ranking proponent for this project.

BACKGROUND:

Council identified the development of updated Green Development Standards as a priority project for the Town of Halton Hills and included the initiative in the 2014-2018 Council Strategic Action Plan.

During the 2019 municipal budget process, Council approved a project budget of \$80,000.00 to complete the Green Development Standards Update.

On April 15, 2019, Council approved the Terms of Reference for undertaking the Green Development Standards Update as set out in Report PLS-2019-0014.

COMMENTS:

A Request for Proposal (RFP) for the Green Development Standard Update was issued on May 13, 2019. The bid was posted on the Town's website using the electronic bidding platform (Bids and Tenders.ca).

The RFP closed on Jun 11, 2019 and 5 submissions were received as follows:

| Vendor | Location |
|----------------------------|------------|
| ICF Consulting Canada, Inc | Ottawa ON |
| RiskCheck Inc | Toronto ON |
| RWDI | Guelph ON |
| Urban Equation Corporation | Toronto ON |

The bid evaluation process was facilitated by the Manager of Purchasing, and the bids were evaluated by a staff team composed of the Senior Sustainability Planner & Energy Coordinator, the Manager of Development Review, the Manager of Development Engineering, and the Manager of Zoning & Plans Review based on the following evaluation criteria:

| Criteria | Weight |
|-------------------------------------|--------|
| Company Profile and Experience | 30% |
| Approach, Methodology and Value Add | 40% |
| Work Schedule and Fees | 30% |

RWDI Consulting was determined to be the highest ranking proponent.

CONCLUSION:

This Memorandum has provided Council with an update regarding the selection of RWDI Consulting to complete the 2019 Green Development Standards Update.

Reviewed and approved by,

John Linhardt, Commissioner of Planning and Sustainability

Brent Marshall, Chief Administrative Officer



MEMORANDUM

TO: Chair and Members of the Planning, Public Works and

Transportation Committee

FROM: Teri Hoey, Supervisor of Construction

DATE: September 9, 2019

MEMORANDUM NO.: MEM-TPW-2019-0007

RE: 2020-2025 Pavement Management Local and Collector/Arterial

Asphalt Resurfacing Programs

PURPOSE OF THE MEMORANDUM:

The purpose of this memorandum is to advise Council of the 2020-2025 Pavement Management Local and Collector/Arterial Asphalt Resurfacing Programs. Staff used the detailed condition data collected in 2017 to determine the provided program.

BACKGROUND:

The Pavement Management Program was established in 2003 in order to address the condition of local roads in the Town. Local streets in the past typically did not compete well for funding against projects on busier collector and arterial roads. The success of this program has seen 43 km of road resurfaced, minimizing the required maintenance, and increasing the longevity of the pavement.

Report No. CS-2011-0029 "Long Range Financial Plan" (May 16, 2011) made recommendation that the Pavement Management Reserve be separated into two reserves, Pavement Management – Local Roads and Pavement Management – Collector and Arterial Roads. The Pavement Management – Collector and Arterial program will commence in 2021, dependent on budget approval.

In 2011, Report No. INF-2011-0053 provided an update to Council on the Pavement Management Program's status. In the past, the Program has been conducted on a "worst-first" basis. By using this approach, it is difficult to get ahead of the repairs. We will be enhancing the program to include a rehabilitation to address roads that are in fair condition, and to prevent them from falling into poor condition.

COMMENTS:

As the pavement condition deteriorates, it is paramount that pavement condition data is collected, updated and integrated into the Pavement Management system, to continually monitor this valuable asset.

Through a joint Request for Proposal (RFP) in 2017, the Town of Halton Hills with the City of Burlington and Town of Oakville hired Fugro to collect detail condition data of our road network. In the Town of Halton Hills, 940 sections of roadway and approximately 427 centerline kilometres were captured. The data collection included International Roughness Index (IRI), rut-depth testing, and surface distress data. This type of data is collected every 5 years and provides the essential condition information to enable the Town to make sound decisions and set our priorities. This data is added into our Pavement Management application, RoadMatrx, and is used to determine the Pavement Quality Index (PQI), and ultimately the development of the Capital Road Resurfacing program.

In review of the PQI of the road sections and coordination with the Halton Region, we have established the attached program (Attachment A & B, List & Map). The rehabilitation treatment listed is a suggestion only and may be revised based on a detailed engineering review of the road sections. Road segments may be added or removed from the program subject to resource and funding availability and/or updated condition information. Staff will review and update the programs on an annual basis.

CONCLUSION:

The success of the Pavement Management Program introduced in 2003 has provided the Town of Halton Hills with an increased asset value.

The roads to be included in the continued Pavement Management – Local program and new Pavement Management – Collector and Arterial program will benefit the community by improving road safety and the road quality for years to come.

Reviewed and approved by,

W. androus

Bill Andrews, Director of Engineering

Chris Mills, Commissioner of Transportation and Public Works

Brent Marshall, Chief Administrative Officer

2020 Asphalt Resurfacing Program - Local

| Street | From | То | Length Rehab Treatment | PQI |
|-------------------|------------------------------------|------------------------|--|------|
| ARLETTA STREET | KENNEDY STREET | END | 183 Reconstruction - Local - no exist curb | 39.1 |
| ELEANOR CRESCENT | MOORE PARK CRESCENT | ELEANOR CRESCENT | 517 Asphalt Removal + 90mm Overlay | 64.2 |
| JOYCELYN CRESCENT | 165 m W OF MOORE PARK CRES | HYLAND AVENUE | 78 Mill Curb + 40mm Overlay | 66.3 |
| PARK AVENUE | MILL STREET | 125 m S OF MILL STREET | 129 Asphalt Removal + 90mm Overlay | 23.7 |
| PARK AVENUE | 125 m S OF MILL STREET | 45 m E OF MAIN ST S | 149 Asphalt Removal + 90mm Overlay | 47.6 |
| JOHN STREET | BEND | RIVER DRIVE | 235 Asphalt Removal + 90mm Overlay | 27 |
| CRAIG CRESCENT | EATON STREET | EATON STREET | 748 Asphalt Removal + 90mm Overlay | 61.3 |
| NIXON CRESCENT | CRAIG CRESCENT | EATON STREET | 291 Mill Curb + 40mm Overlay | 66.9 |
| | | | | |
| | | | | |
| JOHN STREET | MOUNTAINVIEW ROAD NORTH | BEND | 176 Asphalt Removal + 90mm Overlay | 33.8 |
| | | | | |
| <u>Legeno</u> | d Coordination with Region | | | |
| | Defer with Region project - unknow | n timing | | |

2021 Asphalt Resurfacing Program - Local

| Street | From | То | Length Rehab Treatment | PQI |
|-------------------|--------------------------|--------------------------|------------------------------------|------|
| 22 SIDE ROAD | HIGHWAY 7 | EIGHTH LINE | 1385 Pulverize(R)+60mm Overlay | 38.7 |
| 22 SIDE ROAD | FOURTH LINE | FIFTH LINE | 1388 Pulverize(R)+60mm Overlay | 38.8 |
| EATON STREET | MILLER DRIVE | CRAIG CRESCENT (W. INT.) | 273 Mill Curb + 40mm Overlay | 71.5 |
| EATON STREET | CRAIG CRESCENT (W. INT.) | BARBER DRIVE | 316 Asphalt Removal + 90mm Overlay | 59.6 |
| HEPBURN CRESCENT | ARGYLL ROAD | MILLER DRIVE | 268 Mill Curb + 40mm Overlay | 68.5 |
| BAIRSTOW CRESCENT | PRINCE CHARLES DRIVE | PRINCE CHARLES DRIVE | 326 40mm A/C Overlay | 71.5 |
| REXWAY DRIVE | SARGENT ROAD | HESLOP CT | 144 Mill Curb + 40mm Overlay | 68.6 |

Legend Coordination with Region

2022 Asphalt Resurfacing Program - Local

| Street | From | То | Length Rehab Treatment | PQI |
|---------------------|-------------------------|---------------------|------------------------------------|------|
| TEMPLE STREET | EWING STREET | END | 188 Asphalt Removal + 90mm Overlay | 60.6 |
| PENNINGTON CRESCENT | MOUNTAINVIEW ROAD SOUTH | PENNINGTON CRESCENT | 729 Mill Curb + 40mm Overlay | 67.3 |
| SARGENT ROAD | MOUNTAINVIEW RD SOUTH | GRAY GATE | 349 A/C Removal+B.Repair+O/L-Coll | 59.1 |
| SARGENT ROAD | GRAY GATE | DELREX BOULEVARD | 206 A/C Removal+B.Repair+O/L-Coll | 52.2 |
| SARGENT ROAD | DELREX BOULEVARD | REXWAY DRIVE | 268 A/C Removal+B.Repair+O/L-Coll | 61.7 |
| SARGENT ROAD | REXWAY DRIVE | END | 82 Asphalt Removal + 90mm Overlay | 41.4 |
| MCNABB STREET | KING STREET | QUEEN STREET | 99 Asphalt Removal + 90mm Overlay | 41.6 |
| DAYFOOT DRIVE | WEST END | CHAPEL STREET | 263 Asphalt Removal + 90mm Overlay | 42 |
| ALBERT STREET | GUELPH STREET | McNABB STREET | 180 Asphalt Removal + 90mm Overlay | 44.8 |

Legend Coordination with Region

2023 Asphalt Resurfacing Program - Local

| Street | From | То | Length | Rehab Treatment | PQI | |
|------------------|------------------|------------------|--------|--|-----|------|
| FREDERICK STREET | AGNES STREET | SOUTH END | 85 | Reconstruction - Local - no exist curb | | 39.3 |
| 10 SIDE ROAD | REGIONAL ROAD 25 | THIRD LINE DEV. | 813 | Pulverize(R)+60mm Overlay | | 40.8 |
| 10 SIDE ROAD | THIRD LINE DEV. | THIRD LINE | 602 | Pulverize(R)+60mm Overlay | | 42.8 |
| SIXTH LINE | 22 SIDE ROAD | 20 SIDE ROAD | 1231 | . Pulverize(R)+60mm Overlay | | 41.1 |
| SOMERVILLE ROAD | CEDAR ROAD | 59m SOUTH | 59 | Asphalt Removal + 90mm Overlay | | 44.5 |
| PEARL COURT | CEDAR ROAD | END | 141 | . Asphalt Removal + 90mm Overlay | | 45.8 |
| CAMERON STREET | END | MILL STREET WEST | 159 | Reconstruction - Local - no exist curb | | 45 |

2024 Asphalt Resurfacing Program - Local

| Street | From | То | Length Rehab Treatment | PQI |
|--------------------|----------------------------|----------------------------|--|------|
| WILLIAM STREET | EDITH STREET | MARKET STREET | 102 Reconstruction - Local - no exist curb | 45.6 |
| WILLIAM STREET | CHARLES STREET | EDITH STREET | 99 Reconstruction - Local - no exist curb | 51 |
| MOULTREY CRESCENT | DUNCAN DRIVE | DUNCAN DRIVE | 421 Mill Curb + 40mm Overlay | 68.4 |
| MCGILVRAY CRESCENT | DELREX BOULEVARD | MCGILVARY CRESCENT | 518 Mill Curb + 40mm Overlay | 74.6 |
| MARY STREET | PRINCESS ANNE DRIVE | HILLSIDE CRESCENT (S INT.) | 196 Asphalt Removal + 90mm Overlay | 57.3 |
| MARY STREET | HILLSIDE CRESCENT (S INT.) | HENRY STREET | 437 Asphalt Removal + 90mm Overlay | 63.7 |
| MARY STREET | HENRY STREET | CLEAVEHOLM DRIVE | 264 Mill Curb + 40mm Overlay | 66.3 |
| EVANS PLACE | MARY STREET | WEST END | 126 Asphalt Removal + 90mm Overlay | 37.9 |
| SMITH DRIVE | BARBER DRIVE | MOUNTAINVIEW ROAD SOUTH | 292 Mill Curb + 40mm Overlay | 69.2 |
| SMITH DRIVE | MOUNTAINVIEW ROAD SOUTH | BARBER DRIVE | 285 Mill Curb + 40mm Overlay | 73.3 |
| JAMES YOUNG DRIVE | BARBER DRIVE | ARGYLL ROAD | 546 Mill Curb + 40mm Overlay | 70.7 |

2021 Asphalt Resurfacing Program - Collector/Arterial

| Street | From | То | Length Rehab Treatm | ent PQI |
|-----------------|-------------------------|-------------------------|----------------------|-----------------------|
| 15 SIDE ROAD | REG RD 3 (TRAFALGAR RD) | 300 m E OF TRAFALGAR RD | 301 A/C Removal+B | Repair+o/l-Art 26 |
| 15 SIDE ROAD | 300 m E OF TRAFALGAR RD | MAIN STREET S. | 1130 A/C Removal+B | Repair+o/l-Art 58.5 |
| 22 SIDE ROAD | REGIONAL ROAD 25 | THIRD LINE (WEST LEG) | 697 Pulverize Asp Ba | se+140mm Overlay 34.3 |
| 22 SIDE ROAD | THIRD LINE (WEST LEG) | THIRD LINE (EAST LEG) | 659 Pulverize Asp Ba | se+140mm Overlay 35.7 |
| SINCLAIR AVENUE | MOUNTAINVIEW ROAD | DUNCAN DRIVE | 288 A/C Removal+B | Repair+O/L-Coll 36.4 |

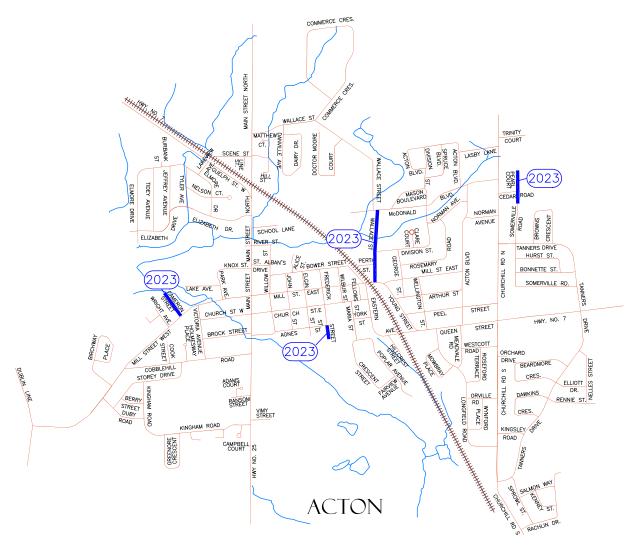
2023 Asphalt Resurfacing Program - Collector/Arterial

| Street | From | То | Length | Rehab Treatment | PQI | |
|-------------------------|---------------------------------|---------------------------|--------|--------------------------------------|-----|------|
| WALLACE STREET | MILL ST (HIGHWAY 7) | DIVISION STREET | | 164 A/C Removal+B.Repair+O/L-Coll | | 32.4 |
| WALLACE STREET | DIVISION STREET | MCDONALD BOULEVARD | | 227 A/C Removal+B.Repair+O/L-Coll | | 47.2 |
| 15 SIDE ROAD | SIXTH LINE | MILL POND DRIVE | | 800 Pulverize Asp Base+140mm Overlay | | 44.2 |
| 15 SIDE ROAD | MILL POND DRIVE | BLACK CREEK COURT | | 492 Pulverize Asp Base+140mm Overlay | | 38.5 |
| 15 SIDE ROAD | BLACK CREEK COURT | TRAFALGAR ROAD | | 100 Pulverize Asp Base+140mm Overlay | | 31.4 |
| ARGYLL ROAD | MOUNTAINVIEW ROAD SOUTH | BARBER DRIVE (E. INT.) | | 310 A/C Removal+B.Repair+O/L-Coll | | 63.3 |
| ARGYLL ROAD | BARBER DRIVE (E. INT.) | SAMUEL CRESCENT (E. INT.) | | 387 A/C Removal+B.Repair+O/L-Coll | | 67.5 |
| MOUNTAINVIEW ROAD SOUTH | PENNINGTON CRESCENT/COMSET GATE | SINCLAIR AVENUE | | 164 A/C Removal+B.Repair+o/l-Art | | 33.6 |

2025 Asphalt Resurfacing Program - Collector/Arterial

| Street | From | То | Length | Rehab Treatment | PQI | |
|-------------------------|----------------------------|---------------------------------|--------|----------------------------------|-----|------|
| MOUNTAINVIEW ROAD SOUTH | EDEN PLACE | DELREX BOULEVARD | 37 | 75 A/C Removal+B.Repair+o/l-Art | | 45.6 |
| MOUNTAINVIEW ROAD SOUTH | DELREX BOULEVARD | PENNINGTON CRESCENT/COMSET GATE | 32 | 22 A/C Removal+B.Repair+o/l-Art | | 64.3 |
| PRINCESS ANNE DRIVE | TRAFALGAR ROAD (REG. RD.3) | ATWOOD AVENUE | 29 | 92 A/C Removal+B.Repair+O/L-Coll | | 61.4 |
| PRINCESS ANNE DRIVE | ATWOOD AVENUE | HOSPITAL ENTRANCE | 34 | 12 A/C Removal+B.Repair+O/L-Coll | | 48 |

Pavement Management Local and Collector / Arterial Program



| Map Legend | | | |
|-------------------|--|---------------|--|
| CONSTRUCTION YEAR | | | |
| 2020 | | | |
| (2021) | | Rural Area | |
| 2022 | | Rural Cluster | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |

