

February 4, 2017

To: Town of Aurora
HR Manager
Sandra McKenzie

Dear Ms McKenzie,

I am submitting below a complaint under your “Document 23 Code of Conduct”, to be followed all employees, concerning Jim Tree in his role as Manager of Parks. I take this complaint very seriously, so I have included a lot of facts and copies of emails, etc. I apologize in advance for the resulting volume of paper.

I have never met Mr. Tree in person. All communication I have had has been through email, and through his assistants.

The basis for my complaint is solely Mr. Tree's longstanding and persistent refusal to honestly provide residents with an off leash dog park of a quality befitting a town the size and “richness” of Aurora. This was done in a lengthy pattern of behaviour as opposed to simple incompetence.

This behaviour leads me to believe Mr. Tree did not use... **”sound judgement and apply the Code in a proactive fashion in order to maintain the public's trust in the Town's objectivity and integrity.”**... as the Code of Conduct directs.

I already described elsewhere some history of “Canine Commons” serving 1 in every 3 homes in town. He has managed maintenance for the dog park and was named the sole point of contact between the Town and the Canine Commons Committee volunteers.

It was at his direction that his Staff failed to maintain the dog park equally to 'people parks'.

He took specific steps to reduce the quality and enjoyment possibilities for dog owners.

Fencing – Mr. Tree allowed cattle fencing having 6.5 X 7 inch openings, incapable of retaining small dogs, to become damaged and poorly maintained.. The fence lets small dogs escape and large dogs can have their necks captured by the wire and they can choke. The fence is covered in sharp pieces of wire twisted to hold it together and to hold it onto fence posts. Every crossing of the horizontal and vertical wires is held by a twist of wire exposing rusted ends to catch a dog's skin. The entire top surface is a series of sharp wires which catch on any person or animal touching them. Dogs love to jump up at birds or squirrels outside the fence.

No dog park sign was ever erected to let people know the park existed. You would not see the park if you drove by. Even despite repeated requests over the years, as recently as December 2017, no park sign exists today. He made it hard to find....externally by omitting signage, and internally by not giving Canine Commons mention or support in publications printed each season, and in internal parks directories for Staff. My phone call in January asking the address for the park was met with no success

from Customer Service staff, she had no listing for Canine Commons and she directed me to let my dog run at Sheppards Bush.

The parking lot is included in his acreage calculations but it exists for the Arboretum, and there is a beautiful carved sign for that just a few feet from the lot. Yet no sign for the dog park.

After the first years, up to about 2007, the park was a mess under his maintenance, and Director Downey decided if it was to continue, volunteers must be found to clean it up each day. Several people banded together and took over. Mr. Downey executed a verbal agreement with a professional dog walker who has acted as "lead" volunteer to this day. Mr Tree was named the sole point of contact, a backup allowed for in the agreement was never named but Sara Tienkamp was always used by volunteers as backup for requests.

Mr. Tree withdrew all town support from the volunteers. They got NOTHING from 2007 through 2012/13 in terms of repairs, maintenance or grass cutting. The volunteers were told they had to do everything. Provide gas and a lawn mower, buy materials and repair fencing, buy and provide water bowls. They were not told that in advance. Each request for help was met with "that is the responsibility of the volunteers". This violated the code of conduct requiring...

“The public must have confidence in the integrity of employees and in their dedication to the Town's best interests“

He and his employees had no dedication at all in the Town's interest in providing a safe off leash dog park. They gave it no attention at all.

The quality and usability of the park declined through 2012 when the volunteers all quit, citing a complete lack of support from Mr. Downey and Mr. Tree, and the Town. They had worked tirelessly for no recognition, no support, no signage, no grass cutting, no maintenance, no safety repairs, no wood mulch for covering the constantly muddy grounds.

Volunteers met the PRAC December 20, 2012.... from those minutes.....

DELEGATIONS

(a) Helen Clarke, Resident

Re: Item 1 – PRAC12-006 – Leash Free Dog Park Needs Analysis Ms Clarke, a long-term volunteer representing the Leash Free Dog Park users, acknowledged that the subject report covered all the issues, of which the provision of wood chip mulch and the addition of lighting are the highest priorities. **She suggested further needs and improvements including signage restricting food in the Park, running water, better fencing, additional picnic tables and benches, additional trees, and hedge to act as a sound barrier.** Ms Clarke noted that the users do not have a formal committee, but they do have a Facebook page with about 125 members.

Moved by Ron Weese Seconded by Gordon Barnes THAT the comments of the delegation be received for information. CARRIED

MATTERS FOR CONSIDERATION

PRAC12-006 – Leash Free Dog Park Needs Analysis

Moved by Juergen Daurer Seconded by Gordon Barnes THAT the Parks and Recreation Advisory Committee receive report PRAC12-006; and THAT the Canine Commons users be requested to form a committee sufficient to complete an Adopt-a-Park arrangement with the Town and **be encouraged to seek fundraising opportunities for additional operating and capital expenses as they may regard as appropriate**; and THAT staff provide a progress report in three (3) months to confirm the existence of the Adopt-a-Park arrangement; and THAT staff provide an annual report to the Parks and Recreation Advisory Committee. CARRIED

It is important to note that the volunteers were always acknowledged in these minutes as having needs for better fencing, water, etc. And yet even today they are told they have to AGAIN make those needs known to Parks and Rec. At a PRAC meeting Feb. 16, 2017. No Parks staff or any council ever member ever said “No” to the requests made every year, but none of the requests ever got done.

Mr. Downey heard their complaints in 2012 after they quit, and then, with legal counsel, proposed and wrote a 10 page agreement with the same volunteers. It was named PKS-011-15.

Here:

https://drive.google.com/file/d/0Bx9_Evivp1YPdWotODJOZlpYS0E/view?usp=sharing

Not one of the agreement terms was met by Mr. Downey from date of signing through November 2017.

Signed agreement between Mr. Downy and Canine Committee quoted.....

In exchange for the services to be provided by the Canine Commons Committee, ***the Town*** ***agrees to provide the Canine Commons Committee with*** recognition for its efforts as initialed

below:

- commemorative Town of Aurora “Adopt-a- Park” plaque;
- Park signage with the Canine Commons Committee name, to be displayed during the Term, near or attached to current signage bearing the Park name;
- annual recognition during the Term in the Leisure Services Guide published by the Town;
- recognition in the Town of Aurora Community Notice Board published in the local newspaper;
- first right of renewal for this Agreement at the end of the Term;
- recognition at, and a minimum of two invitations, to any Community Partnership Recognition and Awards Ceremony, which includes Adopt-a- Park recognition, as scheduled by the Town during the Term.

Not one of these commitments was kept 2013- Dec. 2016.

DELEGATIONS

(a) Helen Clarke, Resident

Re: Item 1 – PRAC12-006 – Leash Free Dog Park Needs Analysis Ms Clarke, a long-term volunteer representing the Leash Free Dog Park users, acknowledged that the subject report covered all the issues, of which the provision of wood chip mulch and the addition of lighting are the highest priorities. **She suggested further needs and improvements including signage restricting food in the Park, running water, better fencing, additional picnic tables and benches, additional trees, and hedge to act as a sound barrier.** Ms Clarke noted that the users do not have a formal committee, but they do have a Facebook page with about 125 members.

Moved by Ron Weese Seconded by Gordon Barnes THAT the comments of the delegation be received for information. CARRIED

MATTERS FOR CONSIDERATION

PRAC12-006 – Leash Free Dog Park Needs Analysis

Moved by Juergen Daurer Seconded by Gordon Barnes THAT the Parks and Recreation Advisory Committee receive report PRAC12-006; and THAT the Canine Commons users be requested to form a committee sufficient to complete an Adopt-a-Park arrangement with the Town and **be encouraged to seek fundraising opportunities for additional operating and capital expenses as they may regard as appropriate;** and THAT staff provide a progress report in three (3) months to confirm the existence of the Adopt-a-Park arrangement; and THAT staff provide an annual report to the Parks and Recreation Advisory Committee. CARRIED

The agreement was discussed at the PRAC meeting March 21, 2013. Mr. Downey described progress on creating the agreement, and stated “all outstanding concerns have been addressed”.

Quote:

NEW BUSINESS Al Downey provided a verbal status update regarding the dog park. It was reported that an agreement has been approved by the Legal Services Department but has not yet been forwarded to the resident; however, the resident is aware and has been actively involved in the development of the agreement. Regarding the Adopt-A-Park Program, the resident does have interested parties, the “Canine Commons Committee” (CCC), eager to sign up and get involved. It was noted that the agreement will include a schedule attached outlining Parks and Recreation Advisory Committee Thursday, March 21, 2013 Page 4 of 4 the terms and conditions of how the park is to be used and the standard operating procedures noting the expectations of the CCC. A release and waiver of liability will also be included to be signed by users. **In closing it was reported that all outstanding concerns have been addressed.** A copy of the agreement will be provided to the Committee for review as soon as possible. A final report will be provided to the Committee at the next meeting in April.

It was not on the agenda April 18, 2013 PRAC Agenda.

<http://www.aurora.ca/TownHall/Documents/2013%20Council%20and%20Committee%20Documents/2013%20Parks%20and%20Recreation%20Accessibility%20Advisory%20Committee%20Agendas%20and%20Minutes/2013-04-18%20PRAC%20Agenda.pdf>

Director Downey offered to guarantee in writing the support he would give in return for certain volunteer actions. Mr. Tree and his staff would manage according to the agreement.

From 1996 on, the “Adopt-A-Park” program had been in place, so Mr. Downey convinced the volunteers to form a group to “adopt” Canine Commons. They agreed. There was a published, standard 2 page contract for park adoptions. It was simple, understandable and clear as to what the town provided, even a place for monetary contributions from the town. But by this time, the Parks department had killed one dog inside the fence with one of their vehicles. Mr. Downey included in his extensive contract verbiage describing how 2 staff members must be on site to monitor any volunteer use of equipment. Of course there was no budget money provided in his contract, no free work gloves, no help to move materials. The contract also signed away any and all liabilities to the town for injury to volunteers, they gave up liability coverage against damage they might cause and were told to buy their own liability insurance. Mr. Downey constructed the most objectionable contract for an unpaid volunteer to sign, he wanted them all to refuse so the park could be closed.

Jim Tree was named sole point of contact for the volunteers to the Town.

He did not count on the volunteers wanting a park so bad that they readily signed. He knew the lead volunteer needed the park more than him so they proceeded working for free after the contract.

Mr. Tree, from 2012 to December 8, 2016, did not honour even ONE commitment in his agreement. Not one. No signs, no recognition, no maintenance, no repairs, no grass cutting, no volunteer dinners, NOTHING.

I have to cite a lengthy bit of the code of conduct... if one agrees the word “Agreement” with volunteer groups equates to “Contract” in the legal monetary sense.

FRAUD AND BREACH OF TRUST:

All employees of the Town are responsible for immediately reporting suspected fraud, breach of trust or other wrongdoings to their Supervisor, Director, Town Solicitor, or the Chief Administrative Officer.

In addition to contravening the policy, acts of fraud and breach of trust may constitute a criminal offence as referenced in the Criminal Code. **Examples of fraud and breach of trust include, but are not limited to** the following:

Inappropriately obtaining a benefit ***or avoiding an obligation by actions such as***, but not limited to:

- Illegally obtaining money, including acceptance of bribes;
- Using equipment or property for illegal purposes;
- Avoiding penalties, fees or taxes;
- Obtaining approvals under false pretences;
- ***Avoiding contractual obligations; or***
- The use of a public position for private gain, either directly or indirectly.

Using deceit to gain a benefit or advantage by actions such as, but not limited to:

- Providing false or incomplete information;
- Falsifying records;
- ***Avoiding proper procedures; or***
- Non-compliance with statutory requirements.

T
e

There is not even one trash container at the park. Only open blue recycling boxes, so volunteers would have to carry them to the road. Trash containers at all other parks are locked and emptied by Parks staff.

Mr. Tree avoided EVERY obligation in Mr. Downey's agreement.

Every one.

Further, he made sure his staff also ignored the agreement, he either did not mention the completed agreement, or he did not circulate the agreement to his staff. He avoided every proper procedure he had established for all other parks. The most obvious and blatant is the monthly safety inspection guaranteed in every park. This was never done. In fact, Canine Commons is not mentioned in the latest document ...

TOWN OF AURORA GENERAL COMMITTEE REPORT No. PR15-011

SUBJECT: ***Parks Maintenance Service Level Standards***

FROM: **Allan D. Downey, Director of Parks and Recreation Services** DATE: May 5, 2015

at: <https://www.aurora.ca/TownHall/Documents/2015%20Council%20and%20GC%20Documents/General%20Committee%20Agendas/GC-2015-05-05-Item-12-PR15-011-Parks-Service-Level-Standards-with-attachment.pdf>

This 81 page document **mentions the word “dog” twice and “canine” once**, both are in the address listing for all parks. There is no discussion of Canine Commons at all, no service level discussed. This tells you he has had no intention of maintaining Canine Commons.

Code of Conduct

STANDARDS OF CONDUCT: Employees in exercising their authority in performing their duties shall at all times: *Promote public safety including safety of buildings and municipal infrastructure*

His policy of no standard service level for dog parks lets accidents happen.

Mr. Jim Tree was the sole contact approved in the Agreement. It was up to Mr. Tree to execute the terms of the agreement.

COMMUNITY PARTNERSHIP PROGRAM

AGREEMENT NO. PKS-011-15

Aurora Leash Free

Dog Park Agreement

General Terms

All communication to the Town regarding this Agreement shall be directed to Jim Tree, Parks Manager, and the Town agrees to provide the Canine Commons Committee with the name of an alternate contact should the need arise during the Term of this Agreement.

Requests to Mr. Tree or his staff were met with “that is the responsibility of the volunteers”. Or, they had no required materials. Or repairs were to be done by volunteers. The pattern resulted in the volunteers cutting their own grass to be able to see the poop. They bought various fencing repair materials and patched what they could.

Just visit the park to see the fence. View the results on YouTube at: <https://youtu.be/kqQ2rJ-XjMM>

Schedule A

8. The Town agrees to conduct the following maintenance functions **as deemed**

necessary to the satisfaction of the Director:

a. Curb side pick-up of properly contained animal waste in the green bins;

SCHEDULE "A" – Specific Terms and Conditions

b. Curb side pick-up of properly contained garbage;

c. Curb side pick-up of properly contained recyclables in the blue boxes;

d. The Town will provide said recycling containers and green bins at the request of CCC and at no charge to the CCC;

e. The Town will, **at the request of CCC, provide and spread recycled wood mulch in the Park**, subject to availability of mulch, labour and equipment.

In addition, provision of recycled mulch will occur only **when site conditions are acceptable and passable in the opinion of the Director;**

f. When accessing the Park the Town will adhere to the policies set out in Schedule "C";

g. Parking lot maintenance inclusive of snow removal and grooming of the granular surface as required.

9. **Any further works requested by the CCC, beyond those set out in section 6, deemed minor in nature in the opinion of the Director,** shall first be approved by the Director.

10. **If the CCC requests additional works or services of a major nature in the opinion of the Director** (e.g. fencing structures, signage, benches, major surface

improvements, lighting etc.) such requests shall be submitted **in writing to the**

Director each year prior to August 31 for consideration by council for inclusion in the operational or capital budget. Should any such requested works be approved by the Town, the Town agrees to obtain the input of the CCC on all aspects of

the works contemplated for installation or placement in the Park.

The agreement was signed by both parties in 2013 and again in 2015. I cannot believe the lead volunteer needed the park so bad she signed again after two years of no support, but she did, and every dog owner suffered for that.

The volunteers did their part, but Mr. Tree blocked every request for items in the agreement either directly, through Mr. Downey or Sara Tienkamp..

Mr. Tree did not follow the signed agreement. Mr. Tree finally did install “Adopt-A-Park” signs by January 3, 2017, 4 years late, as agreed in 2013, yet they were due when they verbally agreed to volunteer in 2003 (Adopt-A-Park existed in 1996). That is the only clause he honoured, and that was ONLY after my email campaign. The sign does not make it clear volunteers do all the work, nor does it call for more volunteers to come forward. So users think the volunteer picking up poop is paid.

To confirm that all other adopted parks have to appear at Committee to get maintenance on their fence and gates, I asked Carole Wright and Mr. Downey for a list of all adopted parks, they have **not complied** and the list is not on the web site. They claim 20 adopted parks.

I have been visiting and documenting signage in every park, 56 of 61 done so far, I found 3 adopted signs in total. It may be that Mr. Tree has simply not honoured the rest of the 17 parks' agreements for recognition signage. The Arboretum group is actually a registered “not for profit” entity, so they do not display an adopted sign that I have found yet.

Mr. Downey signed in the agreement to deliver wood chips on request to Canine Commons, admittedly dependent on availability. October 5, 2016 they said they had none. Mr. Tree and staff did not wait for re-supply then send them. They did nothing. But on December 8, they had supply when forced to deliver by my emails. I have checked and photographed at 56 of 62 Parks properties and in each park with children's swing sets and climbing equipment the ground is VERY thickly covered in chips. I will look for the trails he covered in chips. At my own park, Summit Park, the parking lot is half filled today with stockpiled piles of chips. I guess awaiting spring, or avoiding being used at Canine Commons. I believe it is fair to say Mr. Tree and his staff are being disingenuous when they says they have no more chips for Canine Commons after December 8, there are plenty of chips, he just will not deliver them per the agreement.

When the contract was being finalized, the lead volunteer and Jim Tree were quoted in a Banner article along with the lead volunteer. See the full article here:

<http://www.yorkregion.com/news-story/2876757-community-may-take-control-of-aurora-dog-park/>

Community may take control of Aurora dog park

Aurora Banner
By [Chris Simon](#)

The Canine Commons committee may take over care of the park, giving more people a chance to help out with routine maintenance.

*The agreement would also **allow the committee to host fundraising initiatives, seek sponsorship and promotion** and work toward the **upgrade and expansion of the park**.*

*“It’s pretty exciting,” said Ms Clarke, a member of the committee. “I’ve been a one-person show, but now I’ve got support from other people. I’m hoping this means **we’ll get a budget** and can **do some fundraising**. We’ve got a **few things on our list** that we’d like to see done.”*

The park needs lighting, fresh water access, a better drainage system and improved fencing, she said.

She would not have said these things to a reporter unless Mr. Tree along with Mr. Downey led her to believe they would now be covered by her new agreement.

Mr. Tree was quoted in the same article as saying:

*“The proposal will also **benefit the municipality**, parks manager Jim Tree said.*

The committee will be allowed to approach council with specific funding requests and town staff can step back from the daily operation of the site.

“The park was supposed to have been operated by a volunteer group. That’s what was put to council at the time.”

There was never an executed operations agreement, however, so the town has been involved by default.

*“**We’ve found a deal that works for everybody,**” Mr. Tree said. “We’re very happy to have a group of go-to people. **It can lead to a lot of benefits.**”*

*The **draft agreement will be debated by the town’s parks and recreation advisory committee this week.**”*

In fact, the deal led to no benefits at all.

The next day, things returned to normal, Mr. Downey had inserted language in the agreement to retain personal control of every aspect, the volunteers had no benefit from anything promised by Mr. Tree in the article.

Not one single change or improvement happened after this article was printed. Not one.

BUT, it does document that Mr. Tree was aware of the requirements and repairs list the volunteers sent each year to him to be considered for budgeting inclusion. No item on any annual list ever got into any budget. None from August 2016 got into the 2017 budget because Mr. Downey did not approve them, again.

The budget set each year for maintenance of Canine Commons was zero dollars. Nothing was in the budget, nothing ever got done.

The contract as signed specified Jim Tree as the **sole contact with the Town**, not Council.

Code of Conduct...

Avoiding penalties, fees or taxes;
Obtaining approvals under false pretences;

In December 2013 an ice storm took down a lot of trees, public and private. Parks cleaned them up and used a machine to break the trimmings up into smaller pieces, smaller being up to 18 inches long. Mr. Tree then directed staff to dump hundreds of tons of this garbage “tree trimmings” on Canine Commons, covering the entire surface, very deep in places. He did this without the required application or pre-approval or permit from the Town nor the Lake Simcoe Region Conservation Authority

(LSRCA) which regulates development on flood plain lands. They require approval for dumping.

This took the form of chunks of wood... Small dogs cannot walk on it. People twist their ankles on it as it is several feet thick in places. The entire surface of the park is covered in this junk, it's not just here and there, it is the entire park grounds surface covered deeply.

Surplus amounts were left in large piles as well. When we asked last fall for the piles to be spread to cover mud, instead they sent a dozer to flatten the piles in place. I guess this was to make our request redundant.

Dogs see it as a yard of sticks to be chased and chewed. Unfortunately, over the years the wood is soaked in urine and feces, and the dogs vomit up the pieces later in the night. The ENTIRE surface is covered in this stuff.

Dogs do not pick up and chew the proper mulch as it does not feel like a stick in their mouths, so the contamination is not as much of an issue.

I submitted a query by email to the LSRCA.

rom: Bob Lepp [<mailto:boblepp@gmail.com>] **Sent:** Monday, January 09, 2017 11:22 PM **To:** Michelle Bates **Subject:** Re: Canine Commons, Industrial Parkway, Aurora (APID 40363)

Michelle,

I was just reading the Watershed Development Guidelines.

2.2.2 specifies what activities require written permission.

Site grading.

And the temporary or permanent placing, dumping or removal of any material originating on the site or elsewhere;

In December 2013 a huge ice storm took down large numbers of trees all over Aurora on private and public lands. The Parks department undertook cleanup of these trees. There must have been a huge number cleaned up. They seem to have used rough "mulching machines" since the resulting material is comprised of sizable chunks down to finer splinters.

I was not using the dog park in 2014, but other users tell me that after the cleanup many truckloads of this "garbage" scrap wood were dumped in the dog park. We presume it was done to save the cost of transport and dumping at the Bloomington composting facility. There are dozens of tons of this scrap dumped in piles and spread around.

This dumped material changed the shape of the contours, placing a huge long pile in the central area, covering the entire fenced area, and 5 or 6 mounds were stored in the southwest corner. The depth in the centre is about six or more feet, the stored piles were about five feet high.

I am attaching some photos of the garbage wood, and I include the "proper" fine soft recycled wood mulch one would use in a dog run.

Do these pictures match the description of any written permission from 2014??

If there was no permission granted, is dumping of this stuff improper? It damages dog paws, rips nails, small dogs cannot walk on it as their paws go between the scraps of wood. The proper soft mulch works well for all paw sizes, but the garbage wood twists ankles regularly.

There was paving of a portion of the entryway and parking lot, was a permit issued?

2012 before dumping

Type of equipment likely used on Dec. 2013 downed trees.

Garbage wood

Good mulch versus garbage wood.

Looking north from top of pile.

Top of pile in centre

SW corner storage piles until late October 2016

Hi Bob,

A Freedom of Information Request will need to be made for your inquiries since they involve releasing property information (i.e. history of authorization/permits) to an individual that is not the property owner. If you would like to proceed with the request or need more information, you can contact our Freedom of Information Coordinator (below).

Shelley Fogelman

s.fogelman@lsrca.on.ca

General guidelines for placing fill can be found in section 4.2 and 4.3; however, requirements for mulch material size are not included.

Thanks,

Michelle Bates

LSRCA regulations require pre-approval and a permit Mr. Tree never asked for, or applied for approval before dumping. I suppose he knew no one would challenge him from the Province.

Hi Bob,

The subject property is located within an area regulated by the Lake Simcoe Region Conservation Authority (LSRCA) under Ontario Regulation 179/06. On this basis, a permit is required for any development on the property.

The fence would require a permit from our office and it would need to be designed in accordance with the LSRCA Watershed Development Guidelines (available at www.lsrca.on.ca/permits). Section 5.3.10 of the Guidelines outlines guidelines for fences in floodplains, including that fences must have minimum 75 mm vertical gaps. Chain link fencing would not meet this standard, however other styles (e.g. wrought iron picket fence) which meet section 5.3.10 would be acceptable.

Pavement of the parking lot would also require a permit from our office and its design would need to comply with the LSRCA Watershed Development Guidelines (see Section 5.3.14) and if applicable, policies of the Lake Simcoe Protection Plan.

Chris Currie is the LSRCA Regulations Analyst for the Aurora area and would review the application and associated plans. Chris can be reached at c.currie@lsrca.on.ca or extension 284. Chris can also review and discuss any draft plans before submitting an application if you wish to do so.

Please note that for all permit applications, landowner authorization (i.e. from the Town of Aurora if municipally owned lands) must be obtained and provided to the LSRCA. Please find attached the permit application form and landowner authorization form.

Kind regards,

Michelle Bates
Environmental Regulations – CSR Analyst
Lake Simcoe Region Conservation Authority
120 Bayview Parkway,
Newmarket, Ontario L3Y 3W3
905-895-1281, ext. 286 | 1-800-465-0437
m.bates@LSRCA.on.ca | www.LSRCA.on.ca
Twitter: @LSRCA
Facebook: LakeSimcoeConservation

I entered a Freedom of Information request and was quickly told no approvals or permits were ever registered.

Mr. Tree had not made a request for approval of his dumping.

The LSRCA then undertook “enforcement” action. After a few days they came back, reversed their decision on permits being required and stated that no permit was required to dump the garbage tree trimmings. She had not left the office, had not visited the park. This is in total contradiction to their own guidelines. Whether approved or not, any dumping requires a permit, and approval IN ADVANCE.

Mayor Dawe is the Chairman of the Board of the LSRCA, you could ask him why the process was bypassed. I feel the many years association between the Town and LSRCA has caused an exception in judgement. I have appealed their decision and await a decision.

I will let you examine the samples I provided with this letter and ask you whether it was good judgement to force people and dogs to walk on that type of surface while Parks provides million dollar artificial grass for soccer players, and fine mulch for walking trails and for under playground equipment.

Code of Conduct

“ABIDING BY THE LAW:

In acting on behalf of The Town of Aurora, no employee shall at any time take any action which he or she knows, or reasonably should know, **violates any applicable law or regulation.** “

Aurora bylaws are “laws or regulations”.

The Town of Aurora bylaw By-law Number 4752-05.P Page 3 of 10

See bylaw at:

<http://www.aurora.ca/live/documents/live%20documents/parks%20and%20public%20places%20bylaw%20-%204752-05.p.pdf>

Quote:

“**Waste and Pollution**

7. **No person shall in any park or public place: (a) dispose or dump** garbage, litter, ***tree trimmings***, or any other refuse, except that which is generated through the normal use of the park or public place and shall only deposit same in receptacles provided for such purpose.”

End quote

So even if the LSRCA has reversed its own guidelines, Aurora itself has a bylaw forbidding dumping of “tree trimmings”. Now Mr. Tree likely contends it was a good decision to avoid paying to send the tons of material for composting, but there is no other park in town that got this treatment. None in Canada. And if a bylaw was created, “tree trimmings” cannot be “good” for any park.

Mr. Tree cannot point you to any other park in any other town or this one where garbage tree trimmings were laid out deep on the ground. It is not an accepted practise anywhere for any reason.

Mr. Tree will likely contend yet again that the dumped tree trimmings lifted the surface out of the swamp. The swamp was/is due to water flow from up slope and from a high water table. It is forbidden in LSRCA regulations to disrupt or alter water flow in flood lands as well. He disrupted water flow.

STANDARDS OF CONDUCT:

Employees in exercising their authority in performing their duties shall at all times:

Promote public safety including safety of buildings and municipal infrastructure with reference to public health, fire protection, structural efficiency, **barrier free accessibility**, energy conservation and **environmental integrity**.

Apply all Codes, By-laws and all applicable legislation uniformly and impartially without influence from anyone.

Mr. Tree broke his own Town's bylaw, did not promote public safety for either dogs or people with an unstable surface cover, did not do anything to promote barrier free accessibility since no wheelchair or unstable person on crutches could transit the park, and contaminated the environment within the fence with the garbage wood. The wood then absorbed dog urine and feces and spread that material to the stomachs of the dogs and to the hands of anyone touching it. Kids play fetch with their dogs and throw sticks. Enough said about where they then stick their fingers. The improper wire fence has been discussed, it exposes children and dogs to sharp wire points all over the fence.

In December 2016, I undertook to ask the OSPCA to do a safety inspection of Canine Commons. agreen@ospca.on.ca

They refused an inspection based on their existing Aurora contract for \$250,000 to do "canine control". Their profit making business superseded their charity charter to prevent injury to animals. Before making a decision, she said:

Hi Bob,

I didn't see in you first email where you mentioned dogs have been injured. I will certainly discuss this with Dan.

Thank you,

A.Green

*Senior Inspector – Central Region
Ontario SPCA Investigations Department*

After a short period:

Hi Bob,

Please talk to the Town about any concerns you have regarding the conditions of the park.

Thank you,

A.Green

Without leaving their offices, the OSPCA curtly deferred me back to the town. By then, the business deal with the town was made clear to her I presume. Someone must have spoken to them. The contract or deals my Town makes on my behalf should not supersede the responsibilities of charitable organizations like the OSPCA to respond to my valid request for a safety assessment of the dog park forced on us. My Town should have worked to inspect the park for safety itself, or to have an outside entity do that.

In: <https://www.aurora.ca/Live/Documents/New%20to%20Aurora/2016%20Residents%20Guide%20Web.pdf>

2016 Aurora Living Resident's Guide

Playgrounds Page 35

The Town of Aurora provides 35 playground areas throughout the Town which are open year-round. Our playgrounds are designed to provide recreational opportunities for children of all ages.

The Town has been upgrading and replacing playground systems on a regular schedule to ensure that all playground equipment is C.S.A. compliant and maintained to current Town of Aurora service level standards. **This involves a regular monthly detailed inspection of all equipment and facilities.** Please note, playgrounds are unsupervised by The Town of Aurora and children using the equipment should be accompanied and supervised by an adult at all times.

Not only did Mr. Tree fail to perform the monthly inspection on Canine Commons, but also he failed to respond to specific requests to inspect the safety of the fence, gates and ground cover prior to December 8, 2016.

Code of Conduct

Special Treatment

An employee shall not use their position to give any person or organization **special treatment** that would advance the employee's own interests or that of any of the employee's relatives or business associates.

Mr. Tree directed the supply of wood chips to Parks' favoured trails and his playgrounds, rather than to Canine Commons where he had a signed agreement to do so. He did not have agreements from other groups at other parks to supply chips, it was his decision. He did not fairly distribute this resource. Over 13 years from 2003 to December 2017 no wood chips were delivered when requested. I emailed on behalf of the volunteer off sick with cancer on September 28, 2016, to Carole Wright as Mr. Tree was absent. After no reply, I contacted Ms Wright again, and she asked Sara to respond.

A week after my requests, Sara inserted answers after each question, ***shown in this bold, italic, underlined format.***

From: Bob Lepp [mailto:boblepp@gmail.com]
Sent: September-28-16 2:53 PM
To: Wright, Carole Subject: Dog park - some requests

Hi Carole,

If an email is not appropriate to make these requests please let me know. I am happy to follow any procedures you have. You were very helpful last time Jim was away.

Helen is undergoing chemotherapy now and is unable to come out some days but I discussed the following with her.

1. Grass - it could use a cut now as it is swallowing up droppings so they cannot find. I imagine one more at end of October will do it. Please ask them to chop down the thistles on the pathways too. My reading tells me that only constant cutting will kill them. **We will cut once more over the next 2-3 weeks**
(did not happen until Dan Elliott intervened after a few weeks as a daily user of the park.)
2. Dead tree - northeast corner. Not dropping limbs yet. Good size tree. 6-7 Meyers?? Will be harder to identify when all leaves are down but this one has been bare all summer. **I will get on a work order for the arboriculture crew. They can identify quite easily dead trees even with no leaves. I believe it is an elm is very strong, not going to drop limbs readily.**
(never happened)
3. Muddy areas under 2 shade trees west side. There are piles of extra wood chips in the southwest corner. If a Bobcat could drop a few loads under each of the two shade trees it will be a great assistance in keeping dogs mud free fall through spring. A load dropped south of the large rocks in the south end of the parking lot will cover the mud there nicely. The challenge for the dog owner is to get back to the car with minimal mud. **We do not have any mulch right now as we have been using it to dress out trails. We will need to restock before we can get you some**
(never happened, Mr. Downey's decision to use the chips for trails and kiddies' equipment superseded his signed agreement with volunteers)
4. Perimeter weed growth. There are very tall thick weeds on the outer border on the west (boulevard) and north (parking lot) sides which make the park look uncared for. The east and south fence lines border the arboretum property and blend in nicely with it. But from the street and parking lot the park looks a bit shabby. **These areas are unmaintained by us as they are naturalized. The dog park volunteers have cut them down previously.**
5. Driveway and parking lot. This is costly I know but many more taxpayers use these areas daily than will use the expensive new sidewalks just constructed. I attached a photo from a recent rainy day. The muddy potholes mess up our dogs' feet after having a very clean visit on the wood chips. We hear they may pave twelve feet around the sidewalk. If this could be extended up to the eastern edge of the drive leaving the parking spots gravelled it would eliminate most of the mud. In the past the grader has done light grading but it always leaves the pot hole just below the surface so they quickly get emptied of the loose gravel. **This will remain gravel as per Council approval of Canine Commons when park was built. We are however starting to do some lot maintenance in the next two weeks. It has been hard for us with sidewalk work over the last month or so. Paving request would go to the director for review as per the Canine Commons Agreement. Allan Downey would be the contact.** (Jim Tree is "sole contact with the Town" per the signed Agreement, but everyone directed requests back to Mr. Downey)
6. Entry between gates. Interlocking pavers were placed loosely here but since they are above grade they get kicked loose and become a tripping hazard. **This was installed by the dog park volunteers at some point and we do not have the time to deal with it. Perhaps you can contact the volunteers on the committee**
7. Chains to hold gates closed. The first one has been broken. The light spring latches work in summer but shift with the frost in winter and the chains are all that hold the gates closed. **We can look at the latches/chains, I was unaware there was an issue**

That's it. Again if you prefer some other form of request let me know. I assume you need money in your budget for paving but I am willing to help pitch the need to whoever makes those decisions. Again a lot of residents use the park every day and the volume exceeds many if not all of the smaller "people parks" around town. One of your medium size parks trucks rolled

through earlier this week but did not even slow down. Not sure if they were to inspect anything.

Best regards Bob Lepp 905-727-4188

Late November 2016, early December, I undertook an email and social media campaign to bring pressure on the Town to fix things. I copied the Mayor, councillors, newspapers, anyone I thought could help. I was irate in tone. My goal was to embarrass the Town into action, any action.

The pressure worked, and Parks was compelled by CAO Nadarozny, Dan Elliott told me at the park December 8 in the evening, to get it fixed. There was a Parks meeting Monday December 5. No decision was every issued to any volunteer or anyone we knew. What I did find out from Mr. Nadorozny was that I was put on a “do not respond” status for emails to the Town. They had had enough of me, the whistleblower.

The lead volunteer and I entered a “good cop/bad cop” routine with Mr. Downey and Mr. Tree. She played nice and cooperative as she had been for ten years, I played the upset taxpayer, irate mostly now. December 3, Friday before the big meeting, Mr. Tree tried to deflect blame to the volunteer, stating in an email he was unaware of any outstanding issues. He had known since May 15, 2013 about all the issues and he knows he had never fixed any of them. But he still tried to blame the volunteer for not advising him of any “issues”. He is quoted in Council meetings where the problems were discussed. He and Mr. Downey told Council everything was covered.

December 5 Parks decided on a December 8 work day to dump chips, fix gates, remove a dead tree.

December 7 in the morning, Jim Tree phoned the volunteer and asked her to write and sign a letter to him disparaging me as not speaking for the dog park. She declined, as per our deal. He persisted but she stayed firm and sent him a list of official volunteers who had signed the agreement. I was not on the list. I was not a volunteer. She texted me the contents of his call, he had offered her “chips the next day at the park” if she would just write the disparaging letter.

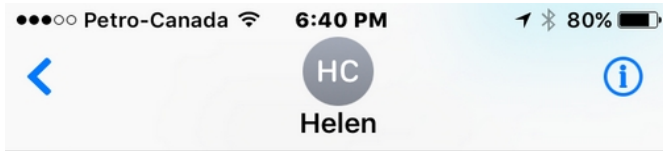
I drove to her home in minutes and we talked at length about the attempted bribe using town resources to coerce a negative statement about me. After half an hour, Tom Mrakas, Councillor, called and made the same attempted bribe while I stood with the volunteer. I cannot say for certain who if anyone put them both up to this. I must assumed Mr. Tree thought it up on his own and worked with Tom Mrakas to attempt to shut up the whistleblower.

I took up the bribery issue with York Regional Police who advised it was not illegal for a senior manager in the municipality, or a Councillor even, to offer a taxpayer a bribe of town materials in consideration for writing a letter, he said it was simple a “character flaw” on their parts. A bribe requires money or goods of value to be transferred.

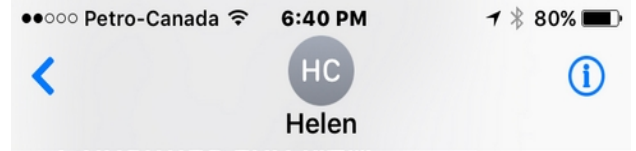
I have her texts for viewing after Jim's call.

Code of Conduct

Employees cannot disclose confidential or privileged information about the property, or affairs of the organization, or use confidential information to advance personal or others' interests.

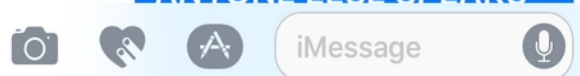


Please keep this between you and me. I don't. Want this to get back to the town. (Good Cop). Just heard from Jim Tree. He asked to write a note saying that you do not speak for Canine Commons and that I appoint someone else on the committee to speak for me. If I do that we will have our chips tomorrow morning. Please let's try it their way until the new year. Let's see what happens. Calm things down. Have a good Christmas and New Year. The email just has to go to Jim Tree no one



Christmas and New Year. The email just has to go to Jim Tree no one else. They have not said I need to make a public statement. But, they definitely want you to stop. I am going to do as he asks. I did say anything about me resigning and neither did he. I will be at the park at 11.

Nope. I'm a taxpayer. I'll post that to FB. You can quote that to him. Just say I'm not a volunteer. I'm just a user Do not say I don't speak for CC. ITS NOT YOUR PLACE TO TELL HIM WHAT ANYONE ELSE SPEAKS



After this I stepped up my email requests for replacing the fence and eliminating the garbage tree trimmings. The lead volunteer decided to return to her complicit character before my intervention.

The 2010 dog park plan does agree with the need for:

- Lighting
- Water tap
- Seating
- Paddock-type entry
- Benches
- Water fountain
- Waste containers

In 2016, this dog park plan was reduced to:

- Benches
- Water fountains
- Waste containers
- Small dog area

At no time did Mr. Tree undertake any project recommended in the Parks Master Plans, nor did he get the committee's requests before Council for budget approval.

Employees of The Town of Aurora **must be** independent, **impartial** and responsible to the public in carrying out their duties. The public must have confidence in the integrity of employees and in their dedication to the Town's best interests.

Employees are **expected to use sound judgement** and apply the Code in a proactive fashion in order to maintain the public's trust in the Town's objectivity and integrity.

The observance of the Code of Conduct constitutes a condition of employment for all employees and **breaches of the Code may be grounds for disciplinary action** up to and including dismissal or other action.

Employees in exercising their authority in performing their duties shall at all times: **Act only within the qualifications that they have achieved through technical accreditations**, applicable legislation, and job authority. Commit to a continuous education program to maintain technical qualifications where required by legislation.

Code of Conduct

The **Town's standard operating procedures do not take precedence over legal obligations**. Appropriate recommendations for change should be brought forward where a practice is in clear conflict with an overriding legal obligation.

If uncertain about the application or interpretation of a law or regulation, employees should consult with their Supervisor, who in case of doubt will consult with their Director, Town Solicitor, or the Chief Administrative Officer.

All parks should be kept free of litter accumulation. This is encouraged by placement of waste receptacles in parks. My visits to and photo survey of 59 Town park properties shows consistent placement of one or more square, wooden trash containers, each having a lock for access to remove the bag of waste. Some smaller parks have 3 or more receptacles. The skate park has FOUR receptacles just around the concrete area, as if every skateboarder brings a bail of candy to every visit.

Canine Commons is the only singular exception. The park is 4.5 acres. There is not one trash container in the park. There are only green “kitchen waste” recycling pails, and wide open blue box recycling boxes. There is nowhere to deposit pure “garbage”, that which is neither kitchen waste nor recyclables. There is nothing to keep dogs or other animals out of the garbage in the bins. This exposes dogs to the choking hazards of water bottle caps and other objects discarded.

Mr. Tree has allowed pure trash to contaminate the recycling stream just because the volunteers are required to move the blue bins to and from the curb each week, while his staff would have to empty the waste bin every week or two in winter. To save his staff labour, he has violated recycling rules everyone in town is expected to follow.

His own document on Parks Maintenance Standard Service Levels speaks in Code 010 about:

Quote: “Distribution of garbage receptacles, picnic tables, bleachers, park benches and sports equipment storage lockers throughout the parks system for general use and to facilitate special cultural and sporting events. Included in this activity is the retrieval of this equipment. During the winter months all equipment is inspected, repaired and repainted as required. Initial distribution of this equipment will occur on or about May 1 st of each year. A crew consisting of two staff, a parks vehicle and trailer will be utilized for this task for both the distribution and removal from the parks at the end of the season. “

None of this annual procedure has ever been used on Canine Commons. In fact, the “good” strong commercial picnic tables once in the park were “retrieved” to go to Ribfest a couple of years back. They were not returned. Instead Mr. Tree had cheap, 2X6 nailed residential tables from Home Hardware or similar put in to Canine Commons. These tables quickly broke down, literally, and one was repaired by a volunteer. The good tables were built for year round use, but hardware store tables are designed for a family of four on weekends. None of the 59 parks I visited had cheap 2 x 6 tables.

I believe this one photo of Allen Woodlot, 1.69 acres in total, is typical of his treatment of all other parks...it has a nice trash can between two lovely benches.

The replacement of proper tables by inferior products so Machell Park could have Canine Commons' tables is another example of the bias Mr. Tree has against dogs.

Dog owners do not “deserve” the good tables, only the beer gardens at Ribfest should have the good tables.

Mr. Tree is well aware Canine Commons is a year round park. He is also well aware of the slope on which he built the park, it slopes both west down to the east towards the river, and at the entry gate there is a north to south slope, quite steep, as you pass the second gate. Between the two gates is a flat area which gets heavily compacted and icy at the best of times in winter.

At no time in 13 years did Mr. Tree allow or direct a container of sand or wood chips to be located at the gates for use in slippery conditions. He would spread salt and sand at other Parks properties and buildings such as the ice rinks and Rec. Centre, but Canine Commons never got any sanding or salting. Year round usage, remember.

On Dec. 25 2016 I fell on the ice between the gates, not hard to enough to be injured. That night I reported the slippery conditions and asked for a sand container and shovel, and for sand to be spread using the Town problem reporting tool PingStreet. Even explicitly asking for sand did not accomplish a safe park. One day later, on Dec. 26, a woman slipped and fell hard to the ground in the same icy sloped gate area. She reportedly broke a hip, at least witnesses who helped her into the ambulance said she did. Sand was not spread by Parks staff until well after Dec. 26, and a sand container, a generic yellow box, was not delivered until January 10: Facebook: Aurora Dog Park, Nancy Skelton, Jan. 10, 2017 *"Sand box filled with sand/ salt mixture and scoop delivered and positioned inside park this morning ! Parks staff threw sand/ salt onto hill according to my husband who was there this am ."*

Year round parks need year round maintenance. And an entry in the Standards of Service manuals. Mr. Tree failed us when it came to maintenance and emergency response. Had he responded to my first request for sand, she may not have broken a hip.

I realize this is a long document, but 13 years of mismanagement of Canine Commons takes time to absorb, I have spent many hours researching Town documents.

Please consider my report, and do with it what you wish. I ask only you reply once you have completed your decisions. Or certainly contact me for questions, or (heaven forbid) more details.

Sincerely yours,



Bob Lepp
227 Orchard Hts Blvd.
Aurora, ON L4G 5A5
905 727-4188