

May 9, 2022

By E-Mail Only to *clerks@vaughan.ca*

His Worship Mayor Maurizio Bevilacqua and Members of Council
Council Chamber
2nd Floor, Vaughan City Hall
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Attention: Todd Coles, City Clerk

Dear: Your Worship and Members of Council:

**Re: Committee of the Whole (2), May 10, 2022
City of Vaughan (the “City”)
Item 6.1 City-Wide Development Charges and Area Specific Development
Charges Public Statutory Meeting and Community Benefits Charge
Strategy Update
Submission of Laurier Harbour (Keele) Inc. (“Laurier”)**

We are counsel to Laurier, the owner of the lands municipally known as 9785 and 9797 Keele Street (the “**Subject Lands**”).

We write to you in respect of a request by our client for a brief extension to the deadline included in a Development Charge Prepayment Agreement between the City and Laurier.

Background

On August 8, 2015, Laurier submitted applications to the City for an official plan amendment (“**OPA**”), zoning by-law amendment (“**ZBLA**”) and draft plan of subdivision (“**DPS**”), to facilitate a 19 unit residential townhouse development on the Subject Lands (collectively, the “**Applications**”). The Applications were deemed complete on September 28, 2015. As a result of the proposed changes to the *Planning Act* contemplated by Bill 139, on May 26, 2017, Laurier filed a Notice of Appeal to the Ontario Land Tribunal (the “**Tribunal**”) for the City’s failure to make a decision on the Applications (collectively, the “**Appeals**”).

Laurier elected not to expedite the hearing of the Appeals. Rather, it intended to work cooperatively with City staff to settle any outstanding issues and concerns over the Applications.

Through ongoing discussions with the City's staff, Laurier revised the Applications to facilitate the development of eight semi-detached dwelling units along Keele Street, and eight townhouse dwelling units to the rear, served by a common element condominium road (the "**Proposal**"). Laurier then submitted a site plan application ("**SPA**") to the City on September 1, 2017.

Discussions proved to be productive in avoiding any contested issues and, on April 2, 2020, the Tribunal issued a decision where it approved a settlement between Laurier, the City and the Region of York, and ordered that the OPA and DPS be approved, and that the ZBLA be approved in principle, pending final approval of the Tribunal.

Contemporaneous to the discussions with City staff, Laurier and the City entered into a Development Charge Prepayment Agreement dated September 17, 2018 (the "**Agreement**") to permit Laurier to pre-pay development charges with respect to the Subject Lands at the rates applicable under City By-law No. 045-2013 (the "**Prior DC By-law**"), which otherwise expired on September 21, 2018. The Agreement contained certain conditions, including that a building permit be issued within a specified deadline. The deadline was later determined through an amendment to the Agreement, and was specified as the earlier of December 31, 2021 or the date a new City-Wide Development Charge By-law came into effect.

Given significant delays due to the COVID-19 pandemic, Laurier and the City agreed that they would not be able to finalize the ZBLA in time to obtain final approval of the Tribunal, execute a final SPA and subsequently apply for a building permit before the December 31, 2021 deadline. Consequently, Laurier made a request to the City to extend the deadline outlined in the Agreement.

In a report of the Committee of the Whole (2) (the "**Committee**") dated April 13, 2021, the Committee recommended that Council authorize City staff to execute a second amending Development Charge PrePayment Agreement with Laurier, and that the deadline for a building permit to be issued by be amended to the earlier of June 30, 2022 or the day prior to the next City-Wide Development Charges By-law coming into effect.

The Committee stated that the proposed extension to developers who have current and/or active Development Charge PrePayment Agreements, allows for a fair and transparent process. In addition, developers would be required to submit a work plan as a condition to entering into this amending agreement. As detailed below, Laurier attorned to that requirement.

On April 20, 2021, City Council adopted the Committee's recommendations.

In response, Laurier submitted its work plan which was accepted by the City's staff. A copy of that work plan is enclosed with this letter. Thereafter, the City and Laurier entered into the Second Amending Agreement to Development Charge Prepayment Agreement

dated June 28, 2021 (the “**Amending Agreement**”). The Amending Agreement provides, among other things, that:

- In order for the rates in the Prior DC By-law to prevail, a Building Permit for the Proposal must be issued by the Chief Building Official by the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law, and that any building permit issued after the aforementioned date will be subject to additional development charges representing the difference between the rates in effect at the time of building permit issuance and the rates in effect on the date of this agreement; and
- An executed Site Plan Agreement or Letter of Undertaking must be received on or before the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law to facilitate the issuance of a building permit.

Laurier’s Progress

The enclosed work plan outlines the estimated timeline of implementing the Proposal. While the City and Laurier have been working diligently to meet this timeline, at the fault of no-one, the Proposal’s implementation is not on schedule.

The following timeline outlines the current progress in implementing the Proposal:

Activity	Completed Date
OPA/ZBLA/DPS Submission	September 22, 2015
SPA Submission	September 1, 2017
Heritage Vaughan Submission	July 24, 2019
Heritage Vaughan 1st Resubmission	September 18, 2019
SPA 1st Resubmission	September 19, 2019
Approval of Site Servicing Allocation and Council-Endorsed Recommendation for Draft SPA Approval and Conditions	November 19, 2019
Council Approval of Demolition of Existing Dwellings	November 19, 2019
Tribunal Approval of OPA, DPS and Approval in Principle of ZBLA	April 2, 2020
SPA 2nd Resubmission	September 11, 2020

SPA Partial Resubmission	October 30, 2020
Heritage Vaughan 2nd Resubmission	December 22, 2020
SPA Partial Resubmission	July 26, 2021
Execution of Tree Protection Agreement	November 9, 2021
Approval of Street Name for Site	November 16, 2021
Execution of Fill Permit Agreement 21-017EF	December 21, 2021
SPA 3rd Resubmission	February 22, 2022

As is evident from the timeline, both Laurier and the City have been working diligently towards finalizing the SPA, obtaining final ZBLA approval and submitting building permit applications. Both City staff and Laurier’s team have made best attempts to avoid the complexities and difficulties associated with irregularities created by the pandemic.

It is expected that this can occur during Q3 and Q4 of this year; however, it is not expected to occur before the deadline outlined in the Amending Agreement.

Request

The purpose of this letter is to request an extension to the deadline to obtain building permits in the Amending Agreement.

It is our client’s understanding that subsequent to the Public Meeting on May 10, 2022 regarding the new City-Wide Development Charge By-law (the “**New DC By-law**”), staff are looking to bring the New DC By-law to Council at the June 28, 2022 Council meeting.

Given that the Amending Agreement expires the earlier of the passing of the New DC By-law or June 30, 2022, **Laurier requests a 6-month extension of this expiry date, to December 30, 2022.**

Laurier submits that an extra 6-months will ensure that both the City and Laurier are completely satisfied with the final form of the ZBLA and the subsequent SPA execution and registration. In addition, similarly to the terms outlined in the Amending Agreement, Laurier would be happy to provide an updated work plan to the City to outline its projected timeframe and to demonstrate that it will continue to work diligently towards the implementation of the Proposal.

We thank you for the opportunity to provide comments and kindly request confirmation of receipt of these written submissions, along with, notice of all future steps in this matter.

Yours truly,
DAVIES HOWE LLP



Aaron I. Platt
Professional Corporation

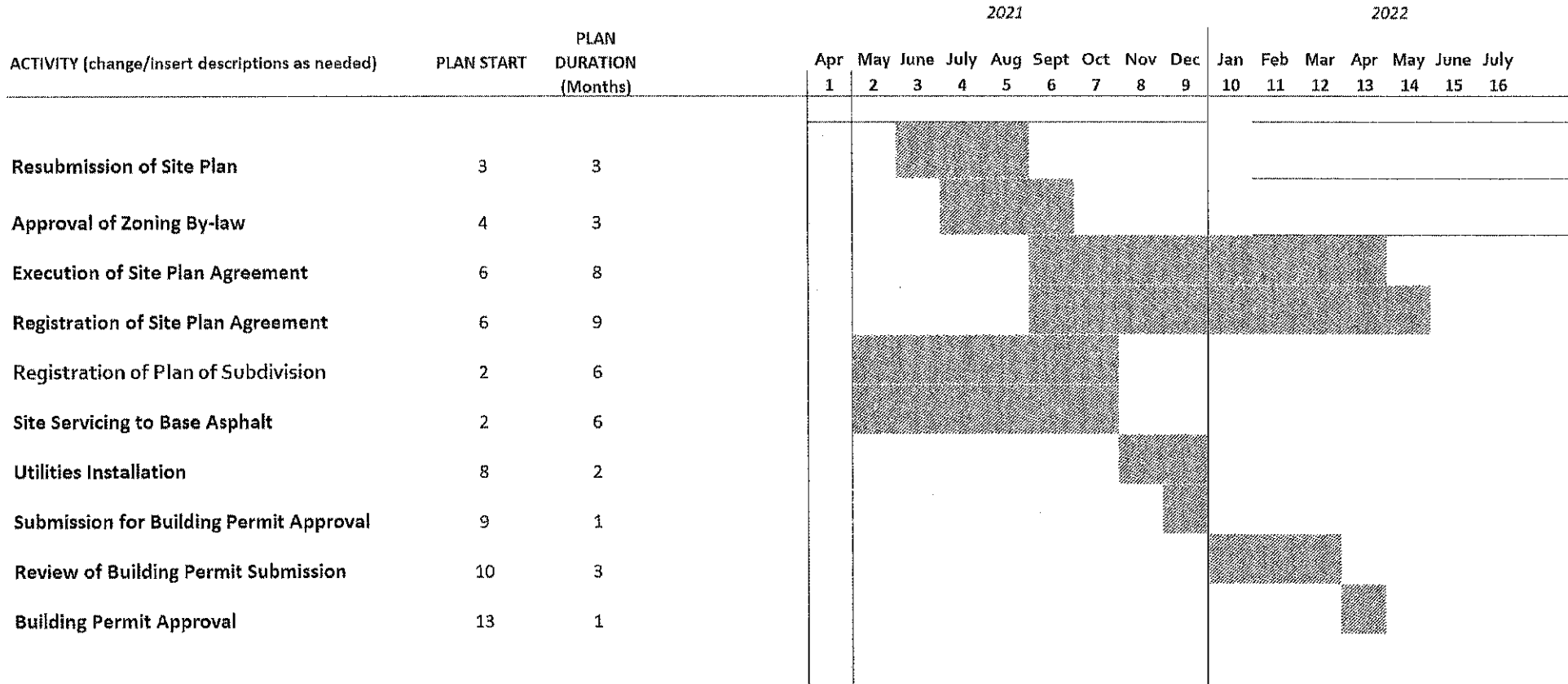
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copy: Ryan Guetter & Sandra Patano, *Weston Consulting*
Client

Work Plan (Laurier Harbour (Keele) Inc D.A.17.068)

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 1 Plan Duration



Schedule "A"
Approved Work Plan

**SECOND AMENDING AGREEMENT
TO DEVELOPMENT CHARGE PREPAYMENT AGREEMENT**

(this "Amending Agreement")

THIS AMENDING AGREEMENT dated this 28th day of June, 2021.

BETWEEN

THE CORPORATION OF THE CITY OF VAUGHAN
(hereinafter called the "City")

AND

LAURIER HARBOUR (KEELE) INC.
(hereinafter called the "Owner")

WHEREAS:

- A. By-law No. 045-2013, as amended, for the imposition of Development Charges under the *Development Charges Act, 1997*, S.O. 1997, c.27 (the "Act"), expired on September 21, 2018, and the successor by-law passed on May 23, 2018 had the effect of increasing development charge rates effective September 21, 2018;
- B. Section 27 of the Act authorizes a municipality to enter into an agreement providing for the payment of all or any part of a development charge before it would otherwise be payable and for such agreement to provide that the amount of the development charge to be payable is the amount determined under a development charge by-law as of a day specified in the agreement;
- C. The parties hereto entered into a Development Charge Prepayment Agreement dated as of the 17th day of September, 2018 for the lands with the legal description Parcel 176-1, Section 65M-2407, being Block 176, Plan 65M-2407, City of Vaughan, being all of PIN 03339-0086 (LT); Part Lot 19, Concession 3, designated as Part 1 on Reference Plan 65R-34966, City of Vaughan, being all of PIN 03339-1110 (LT); and Part Lot 19, Concession 3, designated as Part 1 on Reference Plan 65R-35001, City of Vaughan, being all of PIN 03339-1111 (LT) (the "**DC Prepayment Agreement**"), to permit the Owner to prepay development charges at the rates applicable under Bylaw No. 045-2013 providing certain conditions, including the issuance of a building permit within certain deadlines, were met;
- D. On December 17, 2019, pursuant to By-Law No. 188-2019, City Council resolved to grant and delegate the City Treasurer and Deputy City Manager, Administrative Services and City Solicitor (the "**City Solicitor**") joint authority to execute amending DC Prepayment Agreements under Section 27 of the Act in accordance with the criteria set out in the staff report to the Committee of the Whole dated December 10, 2019, and any additional administrative and legal criteria deemed necessary by the City Treasurer and City Solicitor, and that such authority be limited to the period beginning on December 17, 2019 and ending on January 31, 2020. As part of that resolution, City Council determined that that the date for which a building permit must be issued by can be amended to require the issuance of same on or before the earlier of December 31, 2021 or the date a new City-Wide DC By-law comes into effect; and
- E. On April 20, 2021, pursuant to By-Law No. 055-2021, City Council resolved to grant and delegate the City Treasurer and City Solicitor joint authority to execute second amending DC Prepayment Agreements under Section 27 of the Act in accordance with the criteria set out in the staff report to the Committee of the Whole dated April 13, 2021, and any additional administrative and legal criteria deemed necessary by the City Treasurer and City Solicitor, and that such authority be limited to the period beginning on April 20, 2021 and ending on June 30, 2021. As part of that resolution, City Council determined that that the date for which a building permit must be issued by can be amended to require the issuance of same on or before the earlier of June 30, 2022 or the day prior to the next City-Wide DC By-law comes into effect;
- F. As a condition of entering into this Amending Agreement, the Owner is required to submit a satisfactory work plan demonstrating that the objectives of the DC Prepayment Agreement can be achieved by the new expiry date; and

- G. The Owner has submitted and the City has approved the work plan attached as Schedule "A" to this to Amending Agreement and the Owner covenants and agrees to act in accordance with the terms and conditions of such approved work plan; and
- H. The parties hereto have agreed to amend the DC Prepayment Agreement upon the terms and conditions hereinafter set out.

NOW THEREFORE this Amending Agreement witnesses that, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The recitals contained herein are true in substance and in fact.

AMENDMENTS

2. The parties hereto agree that the following provisions of the DC Prepayment Agreement are deleted and replaced as follows:

- (a) Delete Section 2(a)(iii) and replace it with the following:

"An executed Site Plan Agreement or Letter of Undertaking must be received on or before the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge Bylaw;"

- (b) Delete Section 2(a)(iv) and replace it with the following:

"In order for the rates in subsection (i) to prevail, a Building Permit for the Proposed Development must be issued by the Chief Building Official by the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law. Any building permit issued after the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law will be subject to additional development charges representing the difference between the rates in effect at the time of building permit issuance and the rates in effect on the date of this agreement;"

- (c) Delete the first two lines in Section 2(b) and replace it with the following:

"If the Site Plan Agreement or Letter of Undertaking is not executed on or before the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law (the "Expiry Date") in accordance with 2a(iii), this Agreement"

- (d) Delete the two instances of the date "June 20, 2022" in Section 5 and replace each instance with the date "December 30, 2022".

- (e) Add a new Section 24 as follows:

"24. The Owner covenants and agrees to act in accordance with the approved work plan attached as Schedule "C" to this Agreement."

- (f) Delete the Definition of "Expiry Date" contained in Schedule "A" and replace it with the following:

"Expiry Date: If the Site Plan Agreement or Letter of Undertaking is not executed on or before the earlier of June 30, 2022 and the day prior to the enactment of the next City-Wide Development Charge By-law (the "Expiry Date") in accordance with 2(a)(iii), this Agreement shall terminate on the Expiry Date and the Owner shall pay all additional Development Charges."

- (g) Insert Schedule "A" of this Amending Agreement as Schedule "C" to the DC Prepayment Agreement.

REGISTRATION

3. The Owner covenants and agrees that this Amending Agreement may, at the City's sole option and at the Owner's sole cost, be registered on title to the Lands and may be enforced by the City against subsequent owners of the Lands.
4. In the event that the electronic registration system (the "**System**") under Part III of the Land Registration Reform Act, R.S.O. 1990 C.L. 4, as amended, is operative in the applicable Land

Titles Office in which the Lands are registered, then the Owner acknowledges, covenants and agrees to do all things necessary and as may be requested or required by the City to register using the System.

LEGAL AND ADMINISTRATIVE COSTS

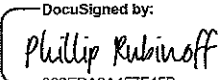
- 5. (a) At the time of execution of this Amending Agreement, the Owner shall pay to the City, in accordance with City of Vaughan By-law No. 171-2013 as amended, the following: preparation of agreement fee in the amount of \$1,600.00.
- (b) The Owner shall further pay to the City such disbursements, if any, as may be incurred by the City in connection with the registration of any postponements or discharges required to be registered to give effect to the terms of this Amending Agreement including registration fees and conveyancer's fees.
- (c) Legal and administrative fees are non-refundable.

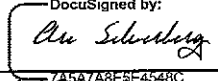
OTHER

- 6. The parties hereto confirm that all terms and expressions used in this Amending Agreement, unless contrary intention is expressed herein, shall have the same meaning as they have in the DC Prepayment Agreement and all capitalized terms not defined herein shall have the same meaning as defined in the DC Prepayment Agreement.
- 7. The parties hereto further confirm that the terms, covenants and conditions of the DC Prepayment Agreement remain unchanged and in full force and effect, except as modified by this Amending Agreement and henceforth this Amending Agreement and the DC Prepayment Agreement shall be read and construed as one agreement.
- 8. To the extent that the terms and provisions of this Amending Agreement conflict with the terms and provisions of the DC Prepayment Agreement, the terms and provisions of this Amending Agreement shall govern and take precedence.
- 9. The parties hereto represent and warrant that each have the full right, power and authority to enter into this Amending Agreement. The parties hereto agree to execute all further assurances that each may reasonably request to give effect to the foregoing and the terms contained herein.
- 10. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original or electronic form, and the parties to this Amending Agreement adopt any signatures received by electronic mail as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement, as of the date hereinabove first set out.


LAURIER HARBOUR (KEELE) INC.

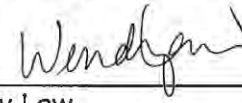
DocuSigned by:

 Per: _____
 Name: Philip Rubinoff
 Title: A.S.O.

DocuSigned by:

 Per: _____
 Name: Ari Silverberg
 Title: A.S.O.

I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE CITY OF
VAUGHAN**

Per: 
Michael Coroneos
Deputy City Manager, Corporate Services,
City Treasurer and Chief Financial Officer

Per: 
Wendy Law
Deputy City Manager, Administrative Services
and City Solicitor

I/We have the authority to bind the Corporation.