

COMMITTEE OF THE WHOLE (1) – NOVEMBER 28, 2023**COMMUNICATIONS****Distributed November 24, 2023****Item No.**

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| C1. | Robert W. Galloway, Partner, Dooley Lucenti LLP, Barristers & Solicitors, Checkley Street, Barrie, dated November 22, 2023. | 6 |
| C2. | Presentation material titled " <i>Highway 413 Transportation Corridor Public Information Centre and Preliminary Design Project Update</i> " | 1 |
| C3. | Mark Inglis, former Co-Chair, Pedestrian and Cycling Task Force, York Urbanist, dated November 23, 2023. | 5 |
| C4. | Presentation material titled " <i>North Maple Regional Park Family Recreation Area Update November 2023</i> " | 2 |

Distributed November 27, 2023

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| C5. | Victoria Mortelliti, Senior Manager, Policy & Advocacy, Building Industry and Land Development (BILD) Association, Sheppard Avenue East, Toronto, dated November 27, 2023. | 3 |
| C6. | Allan Ramsay, Principal, Ramsay Planning Inc., First Line, Moffat, dated November 24, 2023. | 5 |
| C7. | Memorandum from the Deputy City Manager, Planning and Growth Management, dated November 27, 2023. | 5 |

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Please note there may be further Communications.

November 22, 2023

City of Vaughan
Development Planning Department
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

VIA E-MAIL

Attention: Michael Torres, Planner

Dear Sir:

RE: PINE VALLEY KLEINBURG HOMES LTD.
OUR FILE NO.: 88265

Please be advised that I am the solicitor for Pine Valley Kleinburg Homes Ltd. ("Pine Valley"). I am making this submission on the behalf of Pine Valley with respect to the Rutherford Heights Inc./Caliber Condominium File 19CDM-18V004 and Site Development File DA.21.044 ("Rutherford") development which neighbour's Pine Valley's.

We are requesting that the Committee of the Whole impose upon the Rutherford development a condition in Rutherford's draft plan of condominium that Rutherford must grant to Pine Valley (both the common element corporation and the owners of the lots in that development) an easement in favour of Pine Valley for the purposes servicing and for motor vehicle and pedestrian access, ingress and egress. Please find below draft language that Pine Valley implemented when granting a similar easement to Rutherford:

RESERVING in favour of the owners of Part of Block 1, Plan 65M-4719; being Parts 112, 113, 114, 115, 116, 117, 118, 119, 120, 151, 166, 167, 168 AND 169 ON PLAN 65R-40444 (being all of PIN 03318-0428(LT)) a non- exclusive easement in perpetuity, in common with all others entitled thereto, across, over, upon and along Block 1, Plan 65M-4755 (P.I.N. 03318-0306 (LT)), for the purpose of pedestrian and motor vehicle ingress and egress on foot or by vehicle and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, together with any related appurtenances, for the benefit of all owners of Part of Block 1, Plan 65M-4719; being Parts 112, 113, 114, 115, 116, 117, 118, 119, 120, 151, 166, 167, 168 AND 169 ON PLAN 65R-40444 time to time and their respective successors in title.

RESERVING an easement in the nature of a right of ways or rights in the nature of easements, in favour of the owners of Part of Block 1, Plan 65M-4719; being Parts 112, 113, 114, 115, 116, 117, 118, 119, 120, 151, 166, 167, 168 AND 169 ON PLAN 65R-40444 (being all of PIN 03318-0428(LT)) in, over, through, along and upon part of Block 1, Plan 65M-4755 (P.I.N. 03318-0306 (LT)) for the purpose of installation and maintenance of various services and utilities, together with all appurtenances thereto as may be necessary to convenient from time to time to provide for such services and utilities to any parts of the Pine Valley Kleinburg Homes Ltd. lands, provided that same does not cause any material interference with the construction, location, and use of the buildings and lands of the Block 1, Plan 65M-4755 (P.I.N. 03318-0306 (LT)).

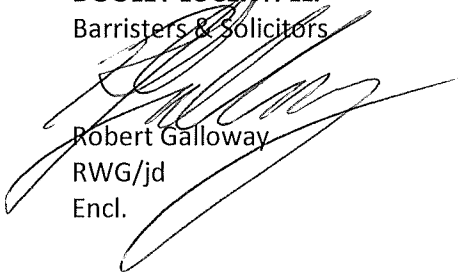


The basis for our request stems from a Front Ending/Cost Sharing Agreement executed between Pine Valley and Rutherford, with a copy of the relevant language included as part of this submission for your review. This agreement includes sections whereby Pine Valley and Rutherford provide the other with certain easements for pedestrian and vehicular access.

A similar easement has been incorporated into Pine Valley's draft plan with the City of Vaughan and the Regional Municipality of York, and Pine Valley intends to register such easement in favour of Rutherford. We would ask that a mutual easement be imposed upon Rutherford.

Yours very truly,

DOOLEY LUCENTI LLP
Barristers & Solicitors



Robert Galloway
RWG/jd
Encl.

- (g) For clarity, the foregoing provisions of this Section 3.8 shall also be applicable, *mutatis mutandis*, to the construction of the PV/DB Common Roads and Services by Pine Valley/Gemini.

ARTICLE 4

CONSTRUCTION AND ACCESS TO PV/DB COMMON ROADS AND SERVICES

4.1 Construction, Connection and Access to PV/DB Common Roads and Services

- (a) The parties agree that the PV/DB Common Roads and Services shall be constructed by Pine Valley and Gemini, in accordance with the provisions of Section 3.8 hereinabove.
- (b) Subject to and in accordance with this Agreement, Rutherford Heights shall be entitled to vehicular, pedestrian and servicing access on, over, under and across the PV/DB Common Roads and Services located on Pine Valley's Owner's Lands for the purposes set out in Schedule "E".
- (c) Subject to and in accordance with this Agreement, Pine Valley shall be entitled to vehicular and pedestrian access on, over and across the PV/DB Common Roads and Services located on Rutherford Heights' Owner's Lands for the purposes set out in Schedule "E".
- (d) Subject to and in accordance with this Agreement, Rutherford Heights shall be entitled to enter over, along and upon and to utilize those portions of the Local Roads and services within Pine Valley's Owner's Lands as may be required for the purposes of: (i) connecting the Local Roads within Rutherford Heights' Owner's Lands thereto by Rutherford Heights and its agents, contractors employees, successors and assigns in conjunction with the development of the Rutherford Heights' Owner's Lands; and (ii) the servicing of Rutherford Heights' Owner's Lands by Rutherford Heights and its agents, contractors, employees, successors and assigns in conjunction with the development of Rutherford Heights' Owner's Lands.
- (e) Subject to and in accordance with this Agreement, any condominium corporation with respect to any Condominium on Rutherford Heights' Owner's Lands shall be entitled to ingress and egress, by owners, tenants and invitees of individual dwelling units situate on Rutherford Heights' Owner's Lands from time to time over, along and upon and those portions of the Local Roads (and including without limitation, the right to utilize the services [sanitary sewers (and appurtenances), storm sewers (and appurtenances), watermains (and appurtenances) and hydro services (and appurtenances)] therein or appurtenant thereto) which are intended to service the Rutherford Heights' Owner's Lands within Pine Valley's Owner's Lands.
- (f) Subject to and in accordance with this Agreement, Pine Valley shall be entitled to enter over, along and upon and to utilize those portions of the Local Roads within Rutherford Heights' Owner's Lands as may be required for the purposes of: (i)

connecting the Local Roads within Pine Valley's Owner's Lands thereto by Pine Valley and its agents, contractors employees, successors and assigns in conjunction with the development of the Pine Valley's Owner's Lands; and (ii) the servicing of Pine Valley's Owner's Lands by Pine Valley and its agents, contractors, employees, successors and assigns in conjunction with the development of Pine Valley's Owner's Lands.

- (g) Subject to and in accordance with this Agreement, any condominium corporation with respect to any Condominium on Pine Valley's Owner's Lands shall be entitled to ingress and egress by owners, tenants and invitees of individual dwelling units situate on Pine Valley's Owner's Lands from time to time over, along and upon those portions of the Local Roads (and including without limitation, the right to utilize the services therein or appurtenant thereto which are intended to service the Pine Valley's Owner's Lands) within Rutherford Heights' Owner's Lands.
- (h) The use and operation of the PV/DB Common Roads and Services shall also be subject to the provisions of Schedule "E" attached hereto.

4.2 PV/DB Common Roads and Services Located within Condominium Lands

- (a) The parties acknowledge that certain of the PV/DB Common Roads and Services are or will be located within lands which will form part of one or more condominiums to be registered against or within the Pine Valley's Owner's Lands or Rutherford Heights' Owner's Lands as the case may be (the "**Condominium(s)**").
- (b) Pine Valley shall be solely responsible for obtaining and registering, where applicable, in scope, form and content satisfactory to Rutherford Heights acting reasonably, all permissions, easements, consents and approvals from or by Pine Valley and/or the Condominium(s), as applicable, which may be necessary or advisable in order for Rutherford Heights, and its agents, contractors, employees, successors and assigns and owners, tenants and invitees of individual dwelling units therein as applicable to access the Local Roads within Pine Valley's Owner's Lands for the purposes set out in Sections 4.1(a), (d) and 4.1(e) and for causing the Condominiums within Pine Valley's Owner's Lands to take such steps and to perform the matters described in Section 4.2(d) hereof. Pine Valley shall indemnify and hold Rutherford Heights harmless from and against any losses, damages, claims, actions, costs, liabilities and obligations which may arise from its failure to obtain any of the foregoing.
- (c) Rutherford Heights shall be solely responsible for obtaining and registering, where applicable, in scope, form and content satisfactory to Pine Valley, acting reasonably, all permissions, easements, consents and approvals from or by Rutherford Heights and/or the Condominium(s) which may be necessary or advisable in order for Pine Valley, and its agents, contractors, employees, successors and assigns and owners, tenants and invitees of individual dwelling

units therein as applicable to access the Local Roads within Rutherford Heights' Owner's Lands for the purposes of Sections 4.1(c), (f) and 4.1(g) and for causing the Condominiums within Rutherford Heights' Owner's Lands to take such steps and to perform the matters described in Section 4.2(d) hereof. Rutherford Heights shall indemnify and hold Pine Valley harmless from and against any losses, damages, claims, actions, costs, liabilities and obligations which may arise from its failure to obtain any of the foregoing.

- (d) Without limiting the foregoing, Pine Valley and Rutherford Heights each hereby confirms to the other that in the event either such Owner develops its lands by means of the creation of a condominium and registration of one or more condominium plans, such Owner (the "**Condominium Owner**") agrees as follows:
- (i) the Condominium Owner shall cause the applicable condominium corporation to take all steps as may be required in order to assume the applicable obligations as set out in this Article 4 and Schedule "E" to this Agreement insofar as they relate to the right to access over the Local Roads and services located within the Condominium's lands and to ensure that same will continue to be binding upon the condominium corporation;
 - (ii) the Condominium Owner shall cause the applicable condominium corporation to enter into and deliver an assignment and assumption agreement (with respect to the lands within the Condominium) in accordance with subparagraph 4.2(d)(ii) immediately upon registration of such condominium plan and prior to turnover of the condominium to the purchasers of units therein. The failure of the Condominium Owner to obtain the execution of the assignment and assumption agreement shall lead to the suspension of the requirement for the other Owner to make its contribution towards the Community Construction Costs (to the extent that such Community Construction Costs are then payable) until such agreement has been obtained, subject to Section 4.4 hereinbelow;
 - (iii) the Condominium Owner shall cause the applicable condominium corporation to pass a bylaw authorizing the condominium corporation to enter into the assignment and assumption agreement as aforesaid, and shall provide a copy of such by-law to the other Owner;
 - (iv) the Condominium Owner shall cause the applicable condominium corporation to include and set aside a reasonable and sufficient amount in its reserve fund to cover maintenance and repairs, and other items related to the PV/DB Common Roads and Services within the Condominium Lands (costs which for clarity do not include Community Construction Costs);
 - (v) the Condominium Owner shall ensure that the disclosure statement for the applicable Condominium project shall clearly and adequately disclose the

applicable provisions of Article 4 and Schedule “E” of this Agreement and attach a copy hereof;

- (vi) from and after the assignment to and assumption by the condominium corporation, all references in this Agreement, and all Schedules thereto, to the Condominium Owner in connection with the mutual maintenance, operating and cost sharing arrangements with respect to the PV/DB Common Roads and Services (as per Schedule “E”) shall be deemed to refer to the applicable condominium corporation in respect of the lands which are the subject of such condominium and the Owner shall be relieved of all obligations with respect to the Local Roads situate within the Condominium Lands, and save and except that Pine Valley shall continue to be responsible for all obligations related to the construction of the Shared Works as set out in this Agreement.

4.3 Separate Agreement

Pine Valley and Rutherford Heights agree to enter into a separate agreement reflecting the terms of this Article 4 and Schedule "E", with respect to the PV/DB Common Roads and Services. Notwithstanding the foregoing, or any other provision contained in this Agreement and/or the schedules attached hereto and regardless of whether or not the parties enter into such further agreement as above, the rights and easements granted to and in favour of Rutherford Heights and the Rutherford Heights' Owner's Lands in this Agreement shall be effective immediately and shall be and remain in full force and effect, and Rutherford Heights shall be entitled to exercise such rights and easements and utilize the roads and services on the other Owners' Lands for purposes of vehicular and pedestrian access to, and servicing of, the Rutherford Heights Owner's Lands, prior to assumption and dedication thereof by the City (if applicable), and each of the other Owners hereby grants to Rutherford Heights permission to enter, easements and rights in the nature of easements over their respective Lands for the purposes of the foregoing. Such entry shall be subject to the terms set out in Article 4 hereinabove and Schedule “E”, *mutatis mutandis*.

4.4 Granting of Easements as Condition of Payment

- (a) Notwithstanding any other provision contained in this Agreement (including without limitation, the Schedules attached hereto), Rutherford Heights shall not be required to pay any portion of the Community Construction Costs and/or any other amounts payable under this Agreement, until the permissions, easements, consents and approvals as contemplated in this Article, as well as the Rutherford Heights Roadway Easements contemplated in Schedule “E” attached hereto, are in place (including without limitation, registration on title to the Pine Valley's Owner's Lands) to Rutherford Heights' reasonable satisfaction.
- (b) For clarity with respect to the foregoing:
 - (i) any Community Construction Costs which are due and payable prior to the registration of a Condominium will be payable provided that the rights and easements contemplated in this Article, as well as the Rutherford Heights

Roadway Easements contemplated in Schedule “E” attached hereto, are in place (including without limitation, registration on title to the Pine Valley’s Owner’s Lands) to Rutherford Heights’ reasonable satisfaction, and provided that Pine Valley is in good standing of its obligations under this Agreement; and Pine Valley shall continue to be responsible to obtain the permissions, easements, consents, approvals, assumptions and other documentation from the Condominium as required pursuant to Section 4.2(d) hereinabove;

- (ii) Rutherford Heights shall not be required to pay any Community Construction Costs which are due and payable following registration of a Condominium until the permissions, easements, consents, approvals, assumptions and other documentation from the Condominium as required pursuant to Section 4.2(d), as well as the Rutherford Heights Roadway Easements contemplated in Schedule “E” attached hereto, are in place (including without limitation, registration on title to the Condominium Lands) to Rutherford Heights’ reasonable satisfaction, and provided that Pine Valley is in good standing of its obligations under this Agreement.

ARTICLE 5

GENERAL PROVISIONS

5.1 Permission to Enter

- (a) Each Owner agrees to permit the adjacent Owner to access his lands to ensure municipal noise berm and barrier construction requirements will be met for the adjacent Owner, subject to the provisions set out hereinbelow.
- (b) With the exception of the continuous railway berm and barrier (continuous stringent noise fence) construction described in Section 5.1(a), the Owners do not anticipate that any interim entry and/or encroachment beyond their respective property limits will be required to facilitate construction on their respective lands. Should this be required to satisfy subdivision or site plan obligations to the Municipality, the Owner entering or encroaching upon another Owner's Lands agree to restoring any interim encroachment to pre-mobilization conditions or to mutual agreement at its own expense. Pre-mobilization deficiencies to be documented to meet the requirements of Cost-Sharing Engineer for all Owners. Deficiency repair costs to be assessed to the party responsible for the deficiencies. Costs set out in this clause (b) shall not be Community Construction Costs.
- (c) Should an internal water, storm, sanitary and/or hydro connection be required by Rutherford Heights from services or infrastructure located within the Shared Local Road within Pine Valley’s Owner’s Lands to service the Rutherford Heights’ Owner's Lands, subject to review and approval by Rutherford Heights and its consultant of the plans and specifications related thereto, the appropriate connecting pipe and/or sewer (and related appurtenances) will be constructed by Pine Valley, as directed to do so by Rutherford Heights, from the Shared Local

SCHEDULE "E"

TERMS RE: USE AND OPERATION OF PV/DB COMMON ROADS AND SERVICES

1. Grant of Easements by Pine Valley over Pine Valley's PV/DB Common Roads and Services
 - a. Pine Valley hereby covenants and agrees to grant and convey to Rutherford Heights for the benefit of the Rutherford Heights' Owner's Lands, an easement and right in the nature of a temporary easement in favour of Rutherford Heights, its employees, contractors, agents, subcontractors, successors and assigns, and the Rutherford Heights' Owner's Lands, over, along and upon the PV/DB Common Roads and Services to the extent located on Pine Valley's Owner's Lands by vehicles and pedestrians for the purpose of the servicing of the development of the Rutherford Heights' Owner's Lands and connecting the Local Roads and services within the Rutherford Heights' Owner's Lands to the Local Roads and services within the Pine Valley's Owner's Lands subject to and in accordance with the terms hereinafter set out.
 - b. Pine Valley hereby further covenants and agrees to grant to Rutherford Heights for the benefit of the Rutherford Heights' Owner's Lands, an easement and right in the nature of an easement in perpetuity in favour of Rutherford Heights and the Rutherford Heights' Owner's Lands, and any condominium corporation with respect to a Condominium located on Rutherford Heights' Owner's Lands, as well as all owners, tenants, occupants and invitees from time to time of dwelling units within the development to be constructed by Rutherford Heights within Rutherford Heights' Owner's Lands, over, along and upon the PV/DB Common Roads and Services to the extent located on Pine Valley's Owner's Lands for the purpose of ingress, egress and passage by vehicles and pedestrians to and from the Rutherford Heights' Owner's Lands, and the servicing of the Rutherford Heights' Owner's Lands, subject to and in accordance with the terms of this Agreement.
 - c. The easements as set out in subparagraphs 1(a) and (b) hereinabove shall be referred to as the "**Rutherford Heights Roadway Easements**").
 - d. The Rutherford Heights Roadway Easements shall be granted (and registered) as soon as possible following the construction of all of the PV/DB Common Roads and Services within Pine Valley's Owner's Lands to and including the completion of base course asphalt thereon and following the inspection of and determination of any defects or deficiencies therein. For clarity, the Rutherford Heights Roadway Easements shall be granted by Pine Valley, to the extent that it is then the Owner of the Pine Valley Owner's Lands (or any portion thereof) and/or by the applicable Condominiums, to the extent that it is then the Owner of the Pine Valley's Owner's Lands (or any portion thereof), as may be the case at the time of granting of such easements. The parties further agree that, notwithstanding any other provision contained in this Schedule and/or the Agreement to which this Schedule is attached, Rutherford Heights shall not be required to pay any portion

of the Community Construction Costs, and/or any other amounts payable under this Agreement, until the rights and easements contemplated in this Schedule (and Article 4 of the Agreement to which this Schedule is attached) are in place (including without limitation, registration on title to the Pine Valley Owner's Lands), to Rutherford Heights' reasonable satisfaction, subject to Section 4.4.

- e. The easement to be granted in accordance with paragraph 1(a) shall be a temporary easement which will terminate upon completion of the initial servicing of the Rutherford Heights' Owner's Lands and the completion of connections of the Local Roads within the Rutherford Heights' Owner's Lands to the Local Roads within the Pine Valley's Owner's Lands.
- f. Pine Valley shall be responsible for applying for and obtaining all consents required pursuant to the *Planning Act (Ontario)* with respect to the granting of the Rutherford Heights Roadway Easements, and satisfying all conditions of the approval for such consents, as well as for preparing all of the requisite transfers of easements to be conveyed to Rutherford Heights. The reasonable costs of the reference plans required for the Rutherford Heights Roadway Easements and obtaining such consents and preparing and registering the requisite Transfer(s) of Easement shall be included in the Community Construction Costs related to the Shared Local Road and Pine Valley shall be responsible for arranging for the preparation and deposit of such reference plans. The transfers of the Rutherford Heights Roadway Easements by Pine Valley shall be completed prior to, and as a pre-condition of, payment by Rutherford Heights of its Proportionate Share of the Community Construction Costs. If there are any registered charges on title to the Pine Valley Owner's Lands, then Pine Valley shall be obliged to obtain a postponement of the charge or charges to the Rutherford Heights Roadway Easements by the time that such easements are granted to Rutherford Heights. The costs of obtaining the postponements shall be borne by Pine Valley.
- g. No barriers or other obstacles shall be erected on or in respect of the PV/DB Common Roads and Services except as required by the Municipality or by law.
- h. The easements to be granted in this paragraph 1 are not intended nor shall they be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Pine Valley Owner's Lands.

2. Grant of Easements by Rutherford Heights over Rutherford Heights' PV/DB Lands

- a. Rutherford Heights hereby covenants and agrees to grant and convey to Pine Valley for the benefit of the Pine Valley Owner's Lands, a temporary easement and right in the nature of an easement in favour of Pine Valley, its employees, contractors, agents, subcontractors, successors and assigns over, along and upon the PV/DB Common Roads and Services to the extent located on Rutherford Heights' Owner's Lands by vehicles and pedestrians for the purpose of the initial servicing of the development of the Pine Valley's Owner's Lands and connecting the Local Roads within the Pine Valley's Owner's Lands to the Local Roads

within the Rutherford Heights' Owner's Lands subject to and in accordance with the terms hereinafter set out.

- b. Rutherford Heights hereby covenants and agrees to grant to Pine Valley for the benefit of the Pine Valley's Owner's Lands an easement and right in the nature of an easement in perpetuity in favour of any condominium corporation with respect to a condominium located on Pine Valley's Owner's Lands and all the owners, tenants, occupants and invitees from time to time of dwelling units within the development to be constructed by Pine Valley within Pine Valley's Owner's Lands over, along and upon the PV/DB Common Roads and Services to the extent located on Rutherford Heights' Owner's Lands for the purpose of ingress, egress and passage by vehicles and pedestrians to and from the Pine Valley Owner's Lands subject to and in accordance with the terms of this Agreement.
- c. The easements as set out in subparagraphs 2(a) and (b) hereinabove shall be referred to as the "**Pine Valley Roadway Easements**").
- d. The Pine Valley Roadway Easements shall be granted (and registered) as soon as possible following completion of all of the PV/DB Common Roads and Services within Rutherford Heights' Owner's Lands to and including the completion of base course asphalt thereon and following the inspection of and determination of any defects or deficiencies therein.
- e. The easement to be granted in accordance with paragraph 2(a) shall be a temporary easement which will terminate upon completion of the initial servicing of the Pine Valley's Owner's Lands and the completion of connections of the Local Roads within the Pine Valley Owner's Lands to the Local Roads within the Rutherford Heights' Owner's Lands.
- f. Rutherford Heights shall be responsible for applying for and obtaining all consents required pursuant to the *Planning Act (Ontario)* with respect to the granting of the Pine Valley Roadway Easements, and satisfying all conditions of the approval for such consents, as well as for preparing all of the requisite transfers of easements to be conveyed to Pine Valley. The reasonable costs of the reference plans required for the Pine Valley Roadway Easements and obtaining such consents and preparing and registering the requisite Transfer(s) of Easement shall be included in the Community Construction Costs related to the Shared Local Road and Rutherford Heights shall be responsible for arranging for the preparation and deposit of such reference plans. The transfers of the Pine Valley Roadway Easements by Rutherford Heights shall be completed prior to, and as a pre-condition of the Community Construction Costs. If there are any registered charges on title to the Rutherford Heights' Owner's Lands, then Rutherford Heights shall be obliged to obtain a postponement of the charge or charges to the Pine Valley Roadway Easements by the time that such easements are granted to Pine Valley. The costs of obtaining the postponements shall be borne by Rutherford Heights.

- g. No barriers or other obstacles shall be erected on or in respect of the PV/DB Common Roads and Services except as required by the Municipality or by law.
- h. The easements to be granted in this paragraph 2 are not intended nor shall they be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Rutherford Heights' Owner's Lands.

3. **Alterations by Pine Valley to Pine Valley's PV/DB Common Roads and Services**

- a. Once completed, Pine Valley shall not make any alterations or additions to (including demolition and reconstruction on or adjacent to the PV/DB Common Roads and Services) or relocate the PV/DB Common Roads and Services situate on the Pine Valley Owner's Lands, without prior written notice to Rutherford Heights and provided that:
 - i. such alterations, additions or relocation, after they are completed, shall not diminish in any material manner the benefits having been enjoyed by Rutherford Heights from such easements or rights prior to this alteration or relocation; and
 - ii. such alterations, additions, or relocation shall in the interim, during the time such alterations, additions or relocation are being constructed, minimize the interference with the Rutherford Heights Roadway Easements.
- b. Pine Valley shall use its best efforts to ensure that all work done pursuant to this Section 2 shall be done in an expeditious manner.
- c. If at any time during the term of this Agreement, Pine Valley proposes to either make such alterations, additions or relocation to the PV/DB Common Roads and Services located on its Owner's Lands which will lead to a relocation of or otherwise affect any easement or right granted to Rutherford Heights, then, before commencing such alterations or additions, Pine Valley shall give to Rutherford Heights a copy of plans and specifications showing the proposed alterations. If Rutherford Heights, having reviewed such plans, shall not, within thirty (30) days after delivery of said plans and specifications, give written notice advising that it does not consent to such proposed alterations or additions on the basis that same do not comply with the foregoing provisions of this Section, then Rutherford Heights shall be conclusively deemed to have agreed to such alterations, additions or relocation (subject to compliance with the foregoing). If Rutherford Heights does not consent to such proposed alterations or additions or relocation as aforesaid, and if the parties cannot resolve their claims within fifteen (15) days after the giving of notice that it does not consent to the proposed alterations or additions or relocation as aforesaid or after the expiry of the thirty (30) day period as aforesaid, then Pine Valley shall not commence any such alterations or additions until such dispute has been resolved in accordance with Section 5 of this Agreement.

- d. Pine Valley in making all alterations, additions or relocations shall comply with all laws, rules, orders, ordinances, regulations and requirements of any government, municipality or any governmental agency thereof having jurisdiction over the PV/DB Common Roads and Services. Pine Valley shall complete the alterations, additions or relocation as expeditiously as possible so as to minimize any noise or vibration or other interruption which would disturb any users or occupants of the Rutherford Heights' Owner's Lands.

4. **Alterations by Rutherford Heights to Rutherford Heights' PV/DB Common Roads and Services**

- a. Once completed, Rutherford Heights shall not make any alterations or additions to (including demolition and reconstruction on or adjacent to the PV/DB Common Roads and Services) or relocate the PV/DB Common Roads and Services situate on the Rutherford Heights' Owner's Lands, without prior written notice to and provided that:
 - i. such alterations, additions or relocation, after they are completed, shall not diminish in any material manner the benefits having been enjoyed by Pine Valley from such easements or rights prior to this alteration or relocation; and
 - ii. such alterations, additions, or relocation shall in the interim, during the time such alterations, additions or relocation are being constructed, minimize the interference with the Pine Valley Roadway Easements.
- b. Rutherford Heights shall use its best efforts to ensure that all work done pursuant to this Section 2 shall be done in an expeditious manner.
- c. If at any time during the term of this Agreement, Rutherford Heights proposes to either make such alterations, additions or relocation to the PV/DB Common Roads and Services located on its Owner's Lands which will lead to a relocation of or otherwise affect any easement or right granted to Pine Valley, then, before commencing such alterations or additions, Rutherford Heights shall give to Pine Valley a copy of plans and specifications showing the proposed alterations. If Pine Valley, having reviewed such plans, shall not, within thirty (30) days after delivery of said plans and specifications, give written notice advising that it does not consent to such proposed alterations or additions on the basis that same do not comply with the foregoing provisions of this Section, then Pine Valley shall be conclusively deemed to have agreed to such alterations, additions or relocation (subject to compliance with the foregoing). If Pine Valley does not consent to such proposed alterations or additions or relocation as aforesaid, and if the parties cannot resolve their claims within fifteen (15) days after the giving of notice that it does not consent to the proposed alterations or additions or relocation as aforesaid or after the expiry of the thirty (30) day period as aforesaid, then Rutherford Heights shall not commence any such alterations or additions until

such dispute has been resolved in accordance with Section 5.11 of this Agreement.

- d. Rutherford Heights in making all alterations, additions or relocations shall comply with all laws, rules, orders, ordinances, regulations and requirements of any government, municipality or any governmental agency thereof having jurisdiction over the PV/DB Common Roads and Services. Rutherford Heights shall complete the alterations, additions or relocation as expeditiously as possible so as to minimize any noise or vibration or other interruption which would disturb any users or occupants of the Pine Valley Owner's Lands.

5. Conveyance of Lands for PV/DB Common Roads and Services

Pine Valley and Rutherford Heights shall convey to the Municipality, as and when required to do so by the Municipality, and without cost, such lands and/or easements as may be required by the Municipality in connection with the PV/DB Common Roads and Services, free of liens, charges and other encumbrances save and except any agreement with the Municipality or other encumbrances that the Municipality will accept on title.

6. Maintenance and Repair

- a. Pine Valley shall be exclusively responsible, at its sole cost, for arranging, supervising and carrying out the maintenance, operation, repair, replacement and inspection of the PV/DB Common Roads and Services on its Owner's Lands to and including the date referred to in paragraph 3.1(i) of the Agreement (excluding such costs related to the apron constructed upon Pine Valley's Owner's Lands by Rutherford Heights to connect the Local Roads within Rutherford Heights' Owner's Lands to the Local Roads with Pine Valley's Owner's Lands and the cost of deficiencies caused by Rutherford Heights, its employees, contractors, agents, subcontractors, successors and assigns, all of which shall be borne by Rutherford Heights) and as such, to engage all requisite contractors, servicemen and other assistance and/or services as may be required to do so, provided that in the event that Pine Valley fails to maintain, repair and replace the PV/DB Common Roads and Services on its Owner's Lands in accordance with the foregoing, then Rutherford Heights shall be entitled, upon ten (10) business days prior written notice to Pine Valley (or no notice in the event of emergency), to perform and complete such maintenance, repair and replacement work (and shall be entitled to enter onto the Pine Valley Owner's Lands for the purposes thereof), and the cost of same shall be paid by Pine Valley within ten (10) days of written demand therefor.
- b. Pine Valley shall also obtain, at no cost to Rutherford Heights, the agreement by the Condominium to maintain, operate, repair, replace and inspect the portion of the PV/DB Common Roads and Services located on, in or under the Condominium Lands, in the manner set out in paragraph 6(a) and otherwise on and in accordance with the terms set out in this Agreement.

- c. Rutherford Heights shall be exclusively responsible, at its sole cost, for arranging, supervising and carrying out the maintenance, operation, repair, replacement and inspection of the PV/DB Common Roads and Services on its Owner's Lands to and including the date referred to in paragraph 3.1(i) of the Agreement (excluding such costs related to the apron constructed upon Rutherford Heights' Owner's Lands by Pine Valley, if any, to connect the Local Roads within Pine Valley's Owner's Lands to the Local Roads with Rutherford Heights' Owner's Lands and the cost of deficiencies caused by Pine Valley, its employees, contractors, agents, subcontractors, successors and assigns, all of which shall be borne by Pine Valley) and as such, to engage all requisite contractors, servicemen and other assistance and/or services as may be required to do so, provided that in the event that Rutherford Heights fails to maintain, repair and replace the PV/DB Common Roads and Services on its Owner's Lands in accordance with the foregoing, then Pine Valley shall be entitled, upon ten (10) business days prior written notice to Rutherford Heights (or no notice in the event of emergency), to perform and complete such maintenance, repair and replacement work (and shall be entitled to enter onto the Rutherford Heights' Owner's Lands for the purposes thereof), and the cost of same shall be paid by Rutherford Heights within ten (10) days of written demand therefor.
- d. Rutherford Heights shall also obtain, at no cost to Pine Valley, the agreement by the Condominium to maintain, operate, repair, replace and inspect the portion of the PV/DB Common Roads and Services located on, in or under the Condominium Lands in the manner set out in paragraph 6(c) and otherwise in accordance with the terms set out in this Agreement.

Highway 413 Transportation Corridor Public Information Center and Preliminary Design Project Update

City of Vaughan
November 28

Presenters: Jonathan McGarry, Project Manager, MTO

C 2

Communication

CW(1) – November 28, 2023

Item No. 1

Purpose

- Project Overview
- Provide an update on:
 - Project and Consultation Overview
 - Information presented at the recent Public Information Centre (PIC)
 - Summary of the response and feedback received to date
 - The Preliminary Design for the Highway within the municipality/region
- Address questions and receive feedback

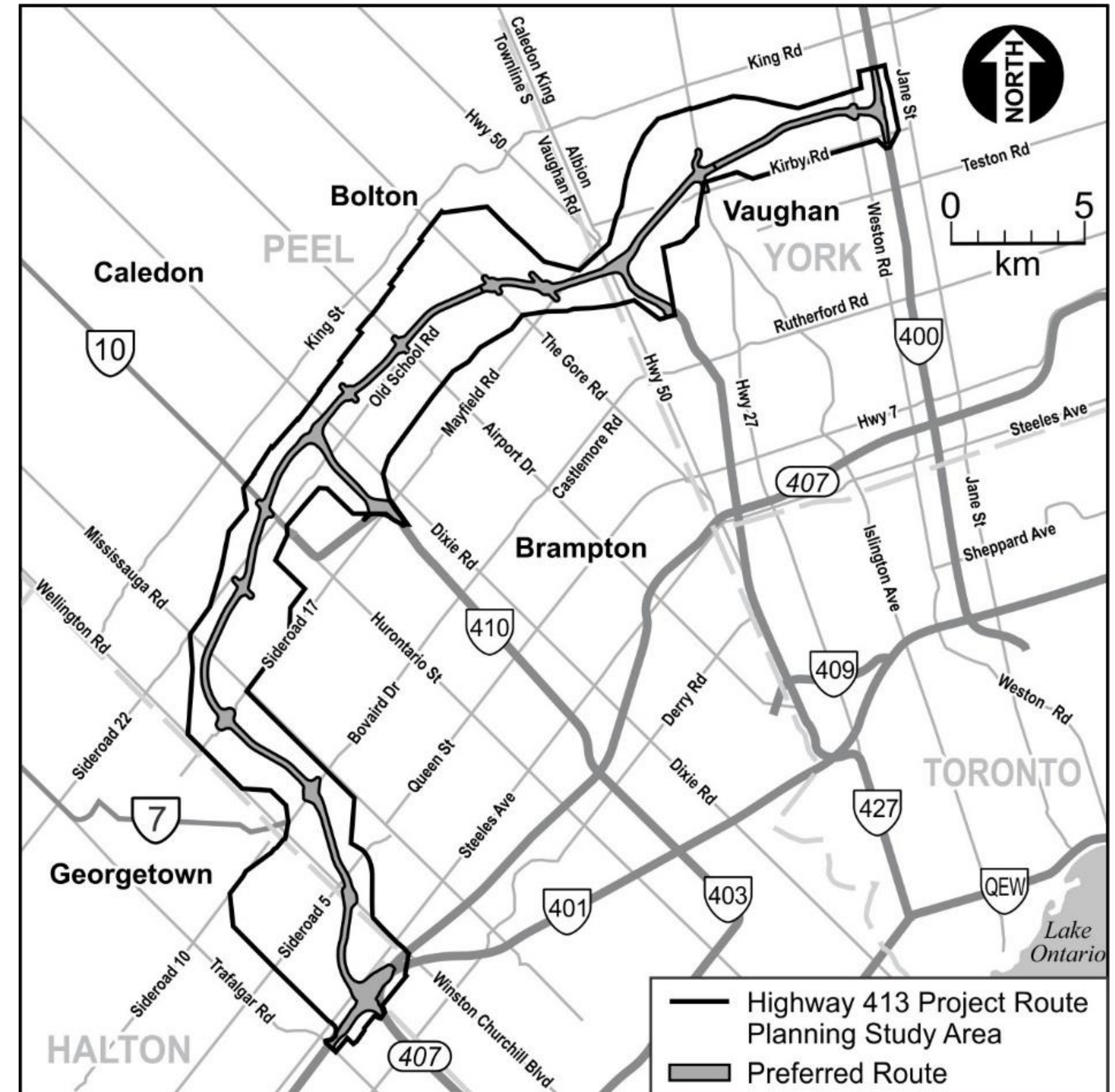
Project Overview

The proposed transportation corridor will feature a 52-kilometre (km) 400-series highway and lands protected for a future transitway. The Highway 413 Project also includes:

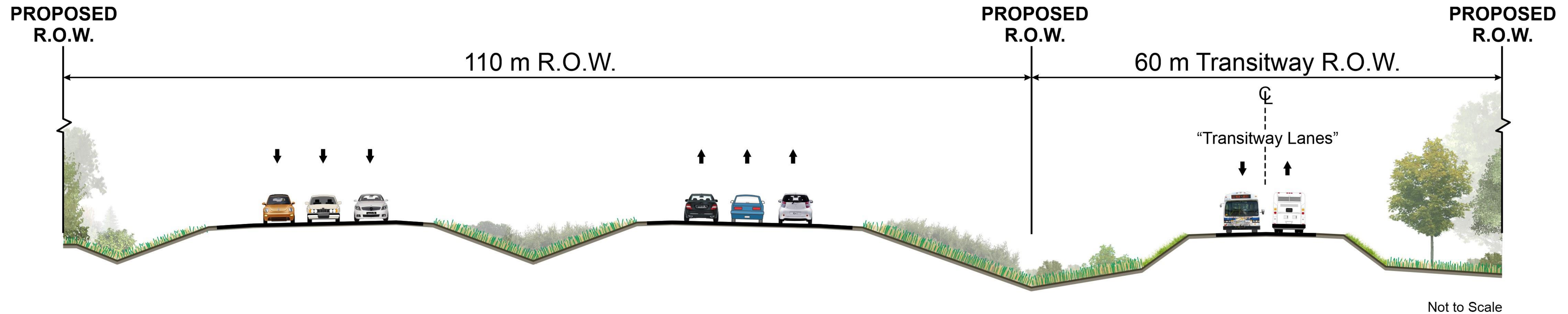
- A 4 km extension of Highway 410, and
- A 3 km extension of Highway 427.

Highway 413 will have:

- 11 interchanges at municipal roads
- goods movement priority features
- bridge infrastructure (including road, railway and watercourse crossings)
- stormwater management infrastructure
- static overhead and roadside signage, roadside safety and highway illumination infrastructure
- Advanced Traffic Management Systems
- maintenance yards and commercial vehicle inspection facilities
- carpool lots, where deemed appropriate



Typical Cross-Section



The corridor will initially be designed as a 6-lane highway with a posted speed limit of 110 km/hr, with the potential for expansion to 10 lanes.

The proposed right-of-way (R.O.W.) will be 170 m (110 m for the highway and 60 m for the transitway).

Lands will also be protected for a separate, adjacent transit corridor.

Consultation Overview (2023)

- Municipal Design Workshops
 - July 25 Halton Region, Halton Hills, Milton
 - July 26 York, Vaughan, Township of King
 - August 2 & 23 Peel, Brampton, Caledon, Mississauga
- Municipal Advisory Group Meetings
 - September 26
- Virtual Public Information Center (PIC) events:
 - September 28 – York Region
 - October 3 – Halton Region
 - October 5 – Peel Region
- At the PICs, the ministry provided an update on:
 - Preliminary Design,
 - Environmental Studies, and
 - Initial Project Description
- Question & Answer Periods were held at various points during the events to cover:
 - What is the status of the Highway 413 Project, and when will construction begin / Highway open
 - Why not use Highway 407 as an alternative
 - What is being done to address concerns about the Greenbelt and farmlands

Questions Specific to Vaughan/York Region

Top inquiries we have received:

- York Region – Status of future transitway and adjacent hydro corridor project.
- Vaughan– Official plan road expansions, dimensions and active transportation/trail requirements. A separate crossing structure was requested for cyclists/pedestrians.
- Vaughan– Considerations for Crossing 7 (west of Kipling Ave) and Crossing 8 (east of Pine Valley Dr).
- Vaughan– Kirby Road Partial Interchange and King Vaughan Road Interchange

Interactive Map

We have developed an interactive map on the Project website.

The interactive map is based on the 50% Preliminary Design and is subject to change based on the findings of the environmental assessment and impact assessment process.

Using the interactive map, you can view the proposed route and zoom in on locations near your home, work, or other places of interest.

[LIVE DEMO](#)

Next Steps

- The PIC presentation material has been uploaded to the website.
- Having recently concluded the 30-day comment period, we are developing a Final Summary Report to amalgamate and respond to feedback received.
- Project Website Updates
 - Cumulative Effects - review the draft Cumulative Effects Assessment Framework and provide comments.
 - Navigable Waterways – Opportunity to provide input to confirm past, present or potential future uses of waterways within the study area.
 - Interactive Map – 50% preliminary design as demonstrated.
- Continuing consultation as the Preliminary Design and Environmental Assessments process progresses

Thank You + Contact Info

- Email: project_team@highway413.ca
- Phone: 1-877-522-6916
- Comments and information regarding this study are being collected to assist the Ministry of Transportation in meeting the requirements of the Environmental Assessment Act. This material will be maintained on file for use during the study and may be included in project documentation
- You are encouraged to contact members of the Project Team if you have any questions regarding the information presented

Question & Answer

From: Clerks@vaughan.ca
To: [John Britto](#)
Subject: FW: [External] COPPER KIRBY DEVELOPMENTS LIMITED
Date: Thursday, November 23, 2023 2:34:54 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)

C 3
Communication
CW(1) – November 28, 2023
Item No. 5

From: mark inglis <yorkurbanist@gmail.com>
Sent: Thursday, November 23, 2023 2:30 PM
To: Clerks@vaughan.ca; Marilyn lafrate <Marilyn.lafrate@vaughan.ca>
Cc: Kathryn Angus [REDACTED]
Subject: [External] COPPER KIRBY DEVELOPMENTS LIMITED

Hi Marilyn

I have reviewed for the second time this subdivision draft plan. The draft plan continues to ignore the need for pedestrian and cycling access within and between this new development and the core of Kleinburg. Excerpts from the Pedestrian and Bicycle Master Plan follow. There are no pedestrian facilities to link this community alongside Regional Road 27. Using a precedent, when Kleinburg Summit was constructed, it included a walkway to connect the village along Stegman's Mill Road. The same criteria exist for this development. The Implementation Policies state that facilities are to be on Arterial Roads, of which Regional Road 27 is one.

Generator	Pedestrian Facilities Implementation Policies
Arterial Road 	On both sides of arterial roads.
Collector Road 	On both sides of collector roads.
Local Road 	On at least one side of all local roads.

Regarding cycling, the report quotes the Task Force recommendations: *b. Regional roads/local collector roads should be given priority when it comes to designating cycling routes, where they will connect to existing routes.*

The following is a cut of the area of this development from the Pedestrian and Bicycle Master Plan. Trails 13 and 14 are specified along the north edge and valley lands adjacent to the development. Trail 14 should be planned and constructed by the developer in accordance with the guidance from the Master Plan. This should be "Routine Accommodation" "Through Development - Block Plans, Subdivisions" as determined by this implementation excerpt from the Master Plan.



ACTIVE TRANSPORTATION IMPLEMENTATION FRAMEWORK

Routine Accommodation - Leveraging Capital Projects and New Development

1. Through development:
 - Intensification Areas / Secondary Plan Areas - Vaughan Metropolitan Centre, Promenade, Weston/Highway 7, Concord, Vaughan Mills Centre, etc.
 - Block Plans, Subdivisions, Site Plans, etc.
2. As part of comprehensive capital projects:
 - a. Internal
 - Capital Projects - State of Good Repair (e.g. in conjunction with watermain replacement, road resurfacing, etc.)
 - Capital Projects - Growth (Sidewalks, Streetlighting, Cycling, Multi-use Recreational Trails and Pavement Markings, etc. in conjunction with new road construction and re-construction, intersection and crossing improvements, etc.)
 - Capital Projects - Traffic (in conjunction with corridor studies, operational reviews, pavement markings contracts, traffic calming, etc.)
 - b. External (Third Party)
 - York Region Road Widening Projects
 - Active Transportation facilities within the boulevard
 - Multi-use Recreational Trails Crossing opportunities
 - The Ministry of Transportation of Ontario, Metrolinx, Link427, Toronto and Region Conservation Authority, etc.
 - Active Transportation facilities incorporated into bridge and interchange designs
 - Multi-use Recreational Trails Crossing opportunities

Also, this draft plan is remaking the design errors of the past. There is no opportunity for a direct pedestrian-bicycle link to the intersection with Kirby or to the side of Regional Road 27.

Please include this in comments regarding the Draft Plan.

Yours truly
Mark Inglis
former co-chair Pedestrian and Cycling Task Force

--

Mark Inglis

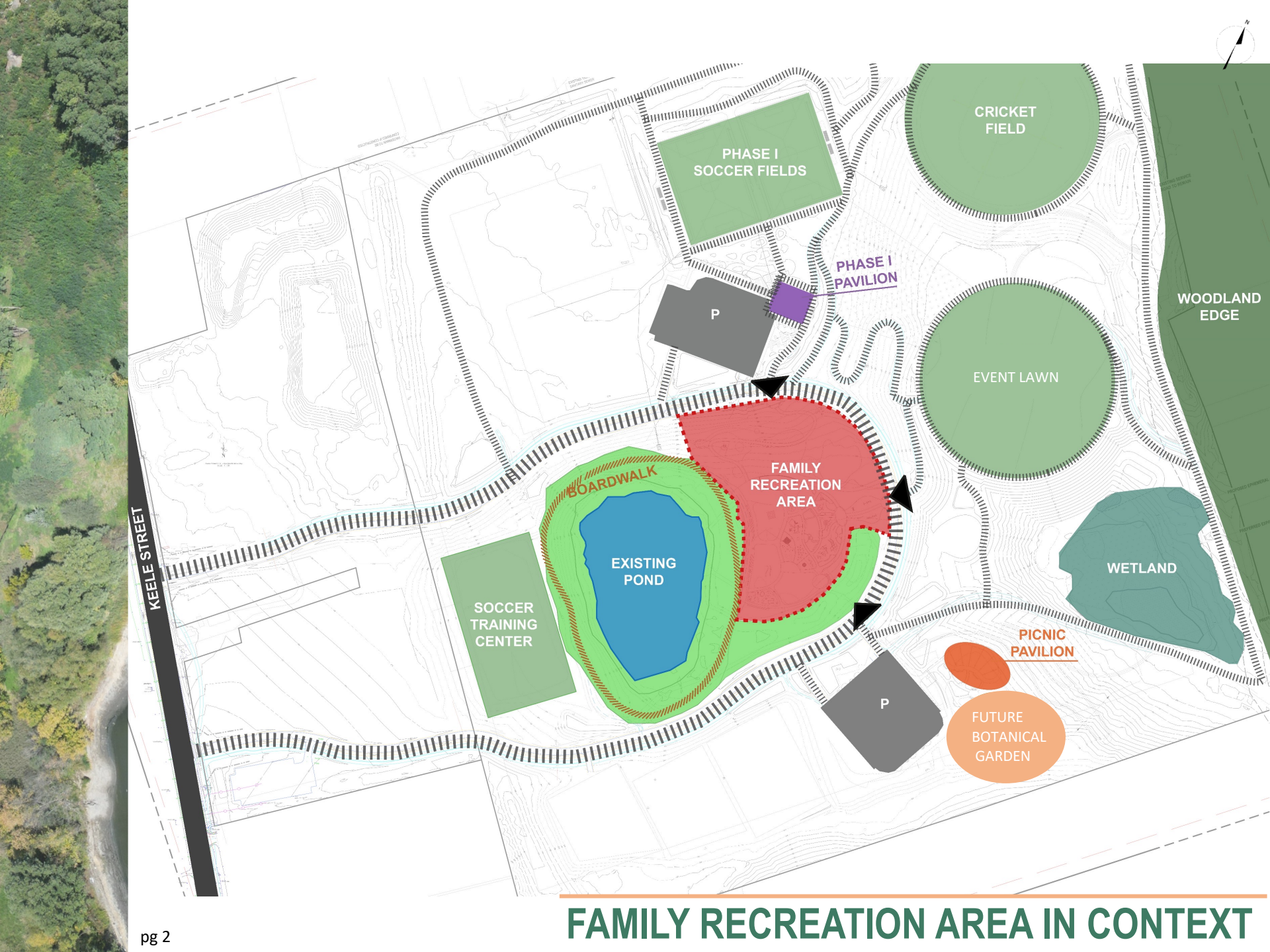


yorkurbanist@gmail.com

@yorkurbanist

NORTH MAPLE REGIONAL PARK FAMILY RECREATION AREA UPDATE NOVEMBER 2023

NOVEMBER 28, 2023





North Entrance

North Entrance

East Entrance

East Entrance

South Entrance

South Entrance

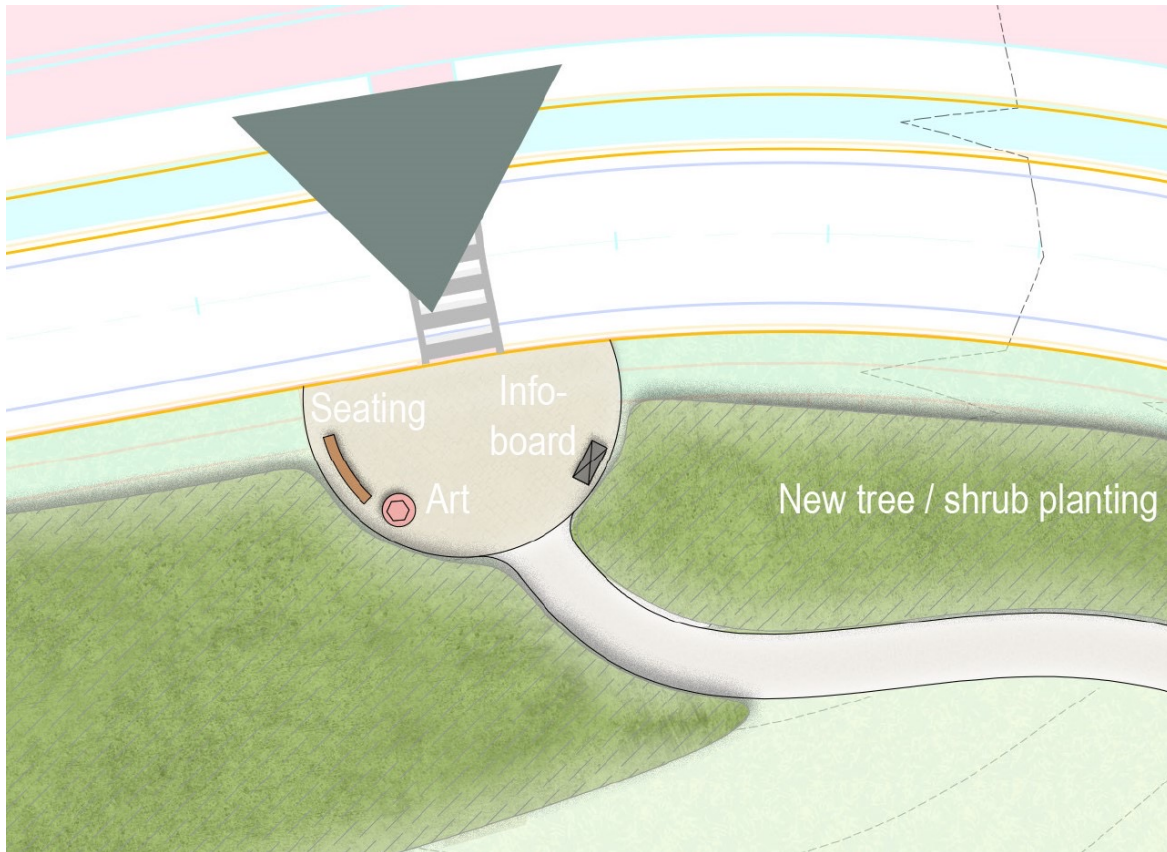
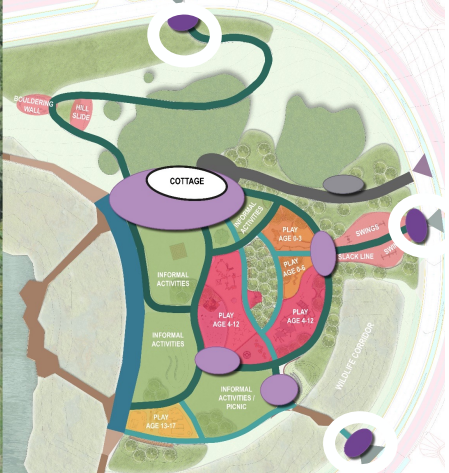
South Parking Lot

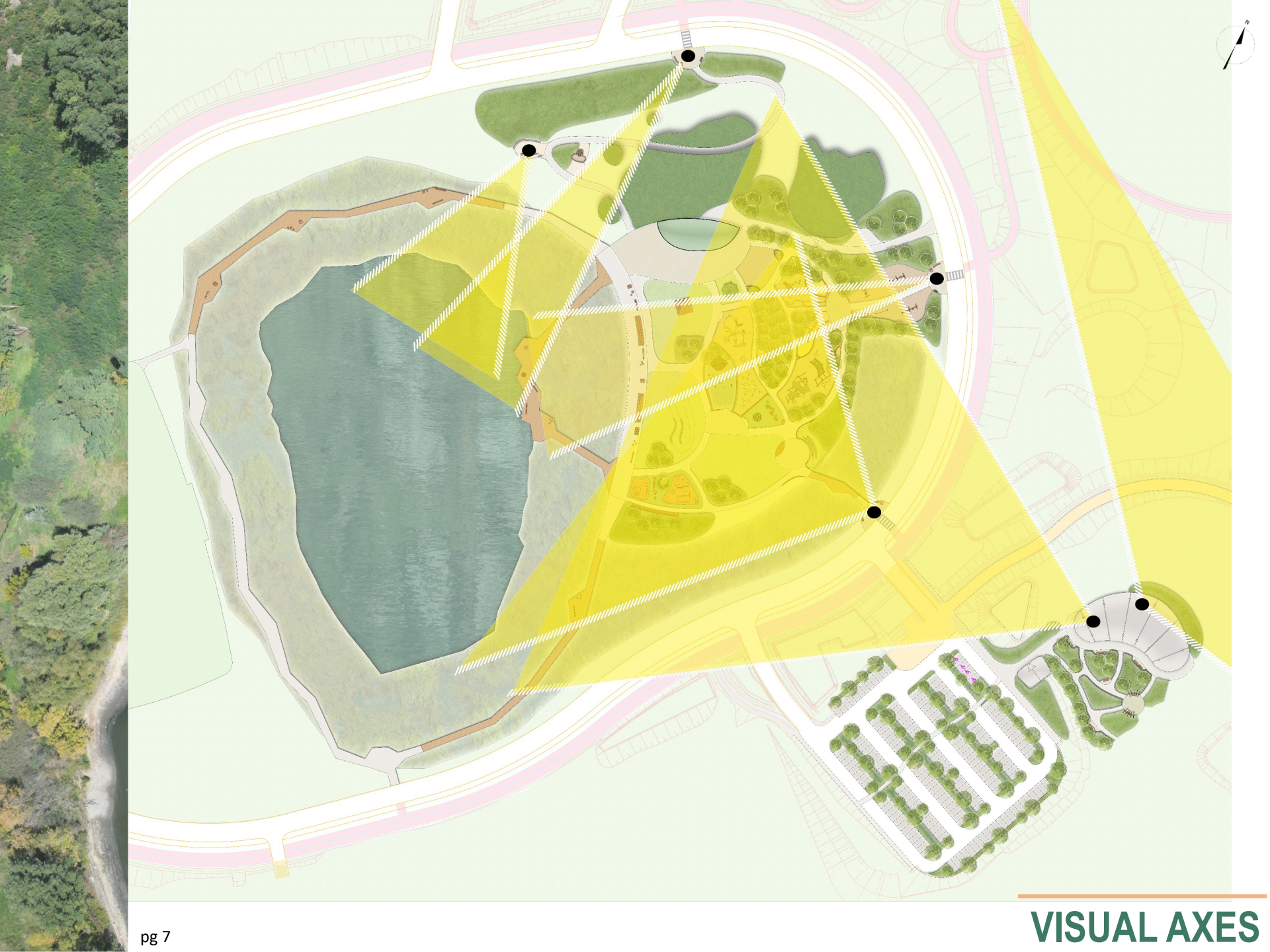
Green Parking Lot



- Entrances
- Plazas
- Promenade
- Main pathways
- Secondary pathways
- Deck/ Boardwalk
- Service access





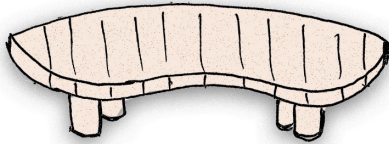




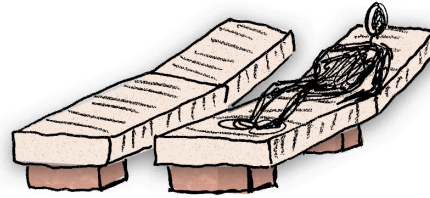




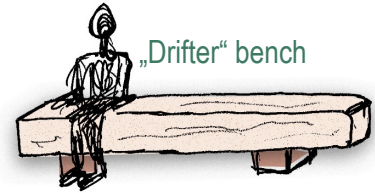
Wooden seating platform



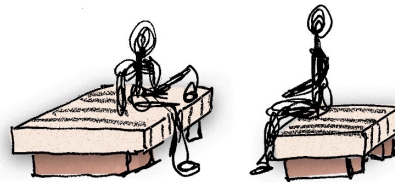
Loungers



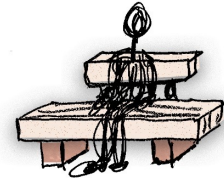
„Drifter“ bench



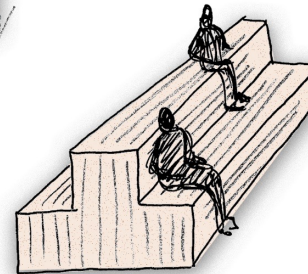
Seating cubes



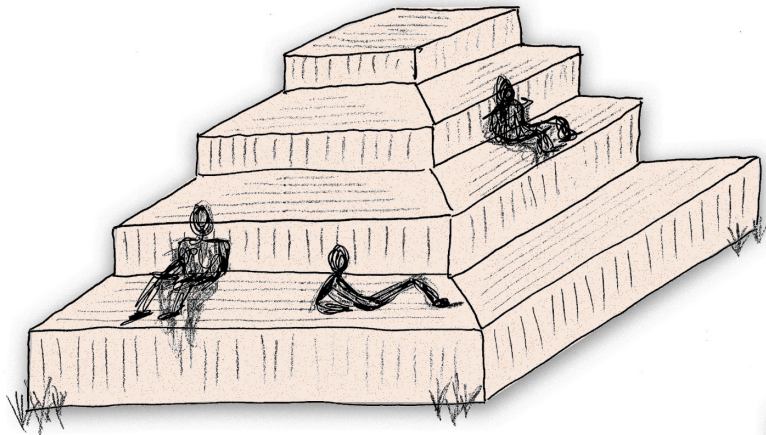
Standard bench



Terraced seating



Seating pyramid

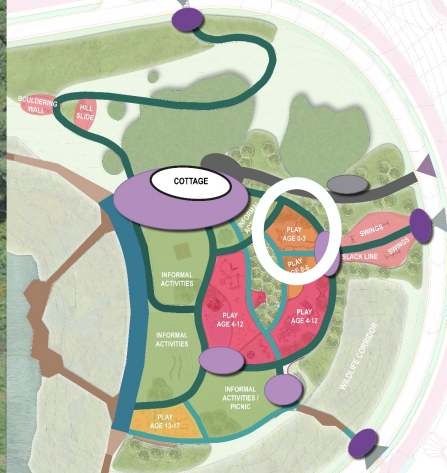


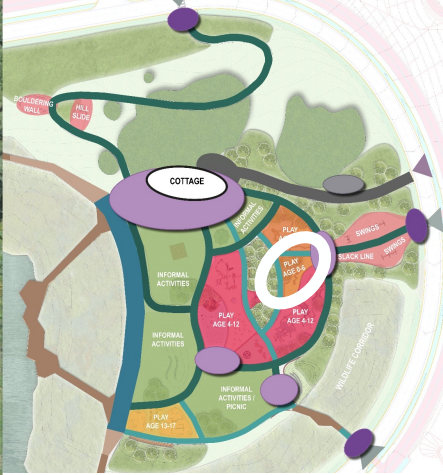




-  Play age 0-3
-  Play age 4-12
-  Play age 13-17
-  Informal activities / Picnic

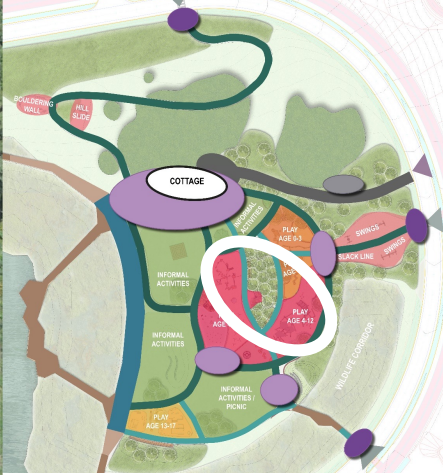
FUNCTIONAL PROGRAM

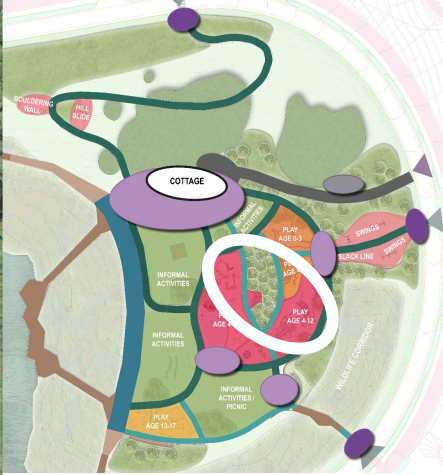


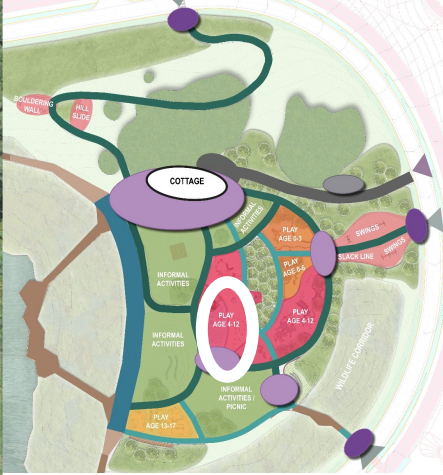


Source: Richter Spielgeräte









Source: Richter Spielgeräte



Source: Richter Spielgeräte

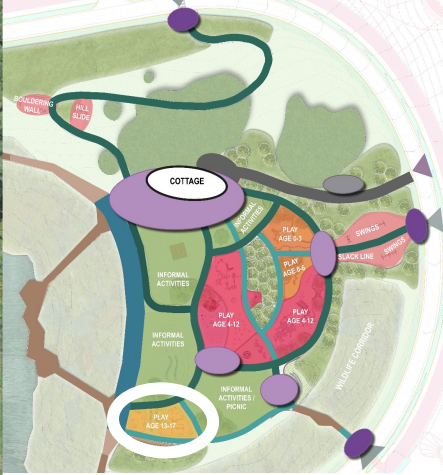


Source: Richter Spielgeräte



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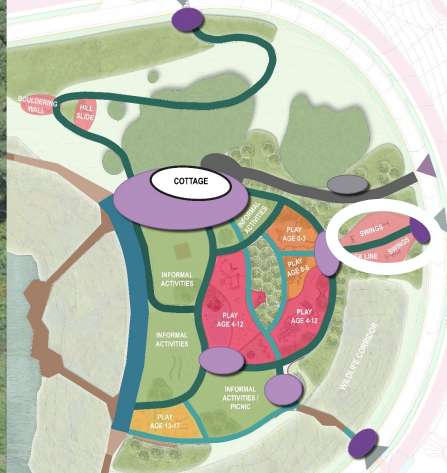


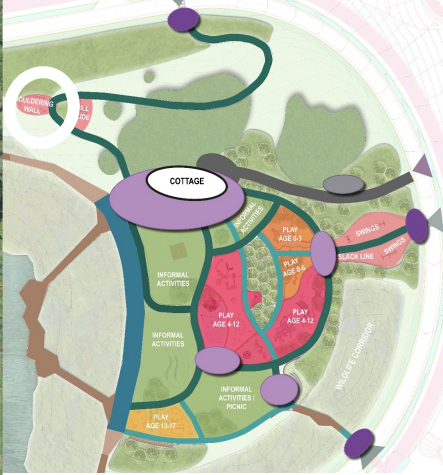


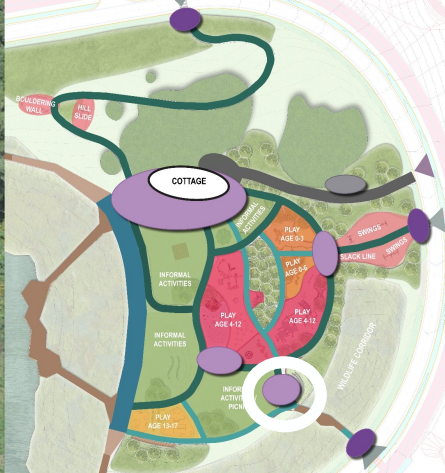
Source: LenzKlick

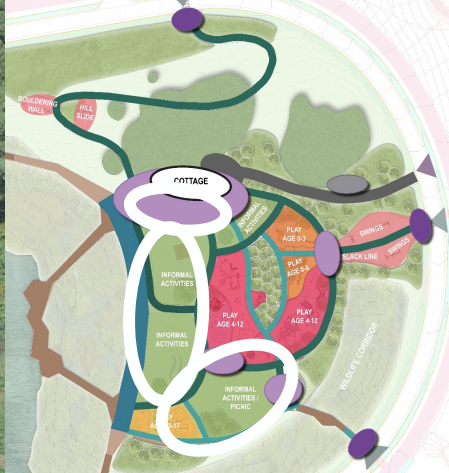


Source: X-Move GmbH

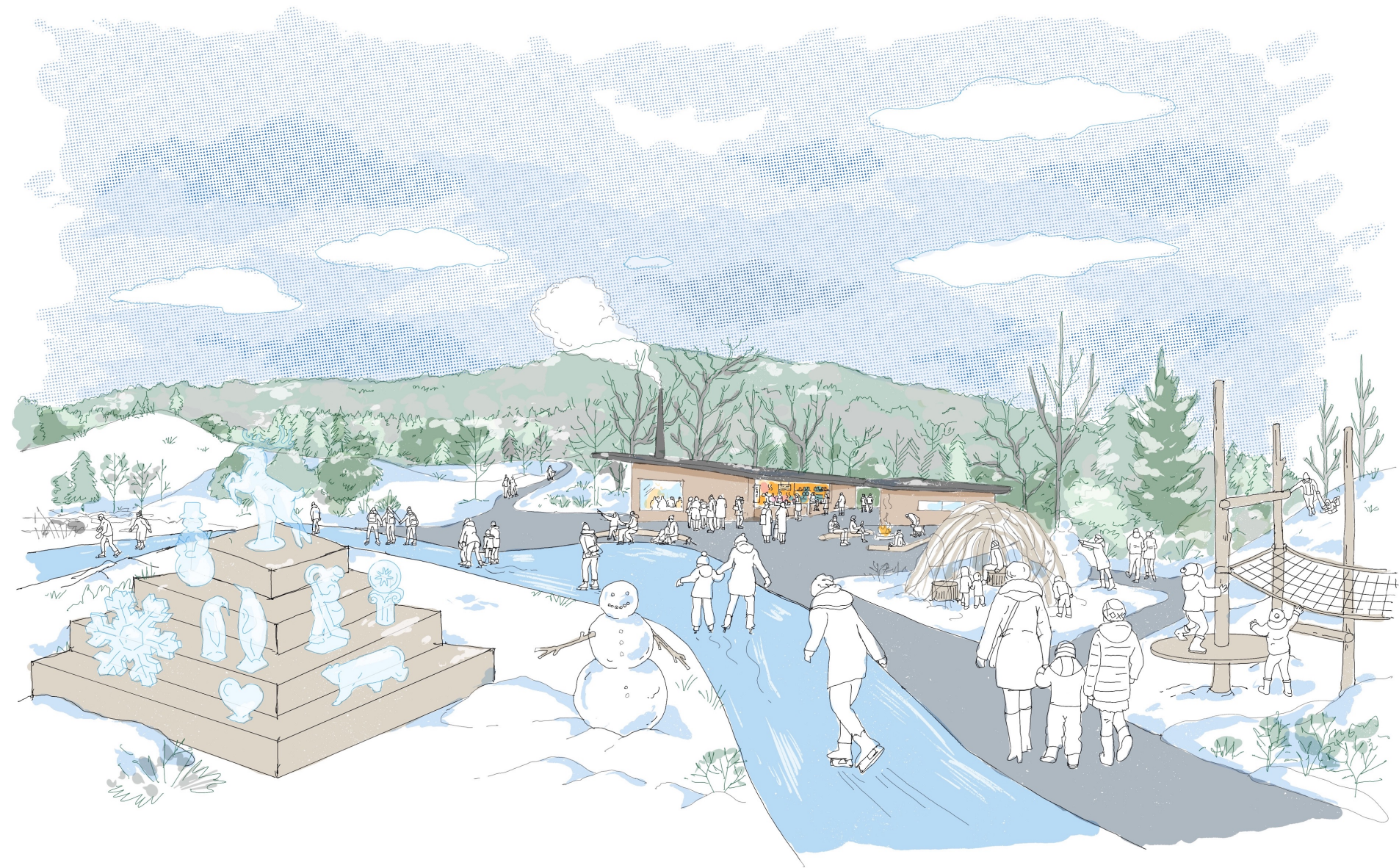






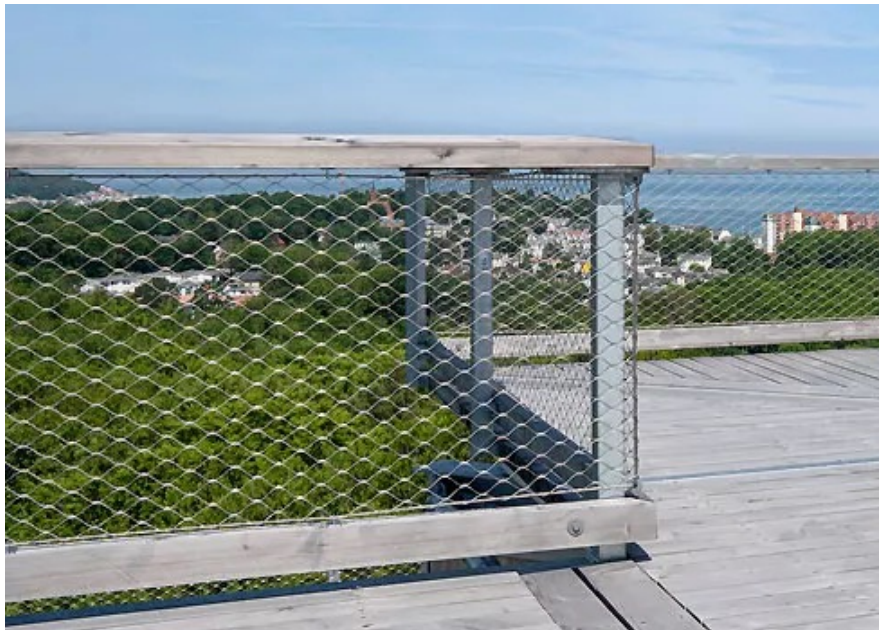






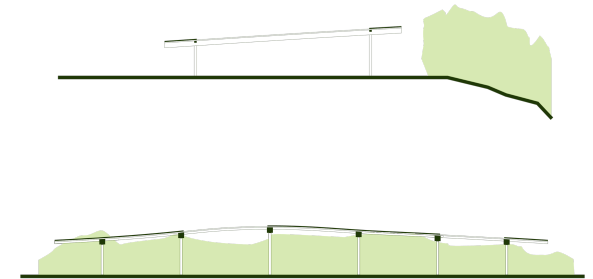
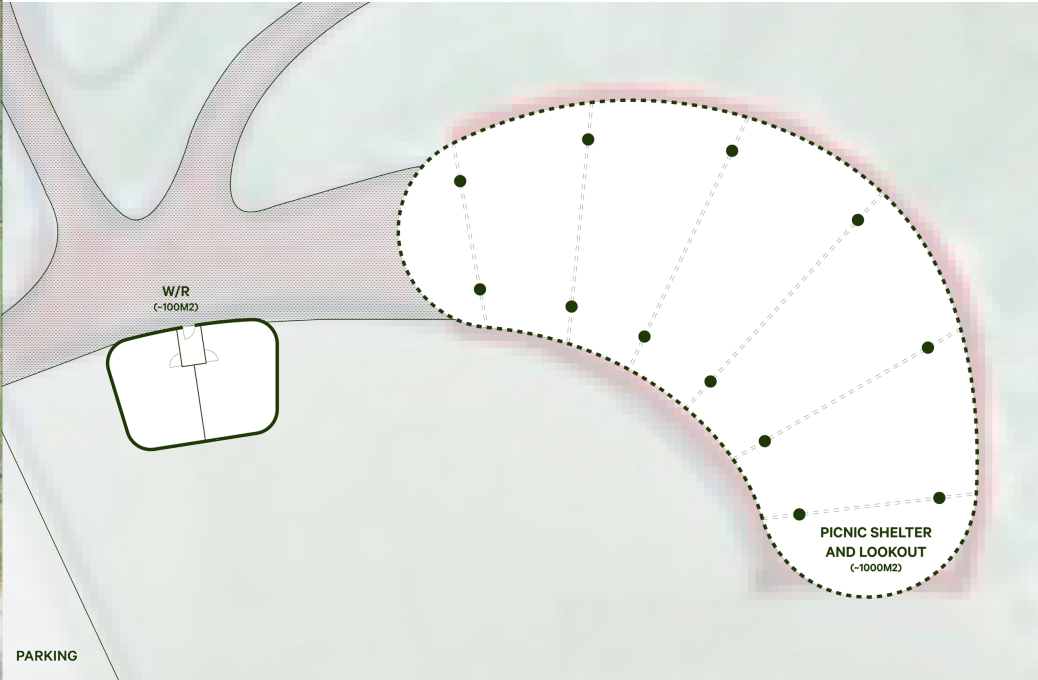














Luotuowan Pergola by LUO Studio



Multihalle; Mehrzweckhalle und Restaurant der Bundesgartenschau

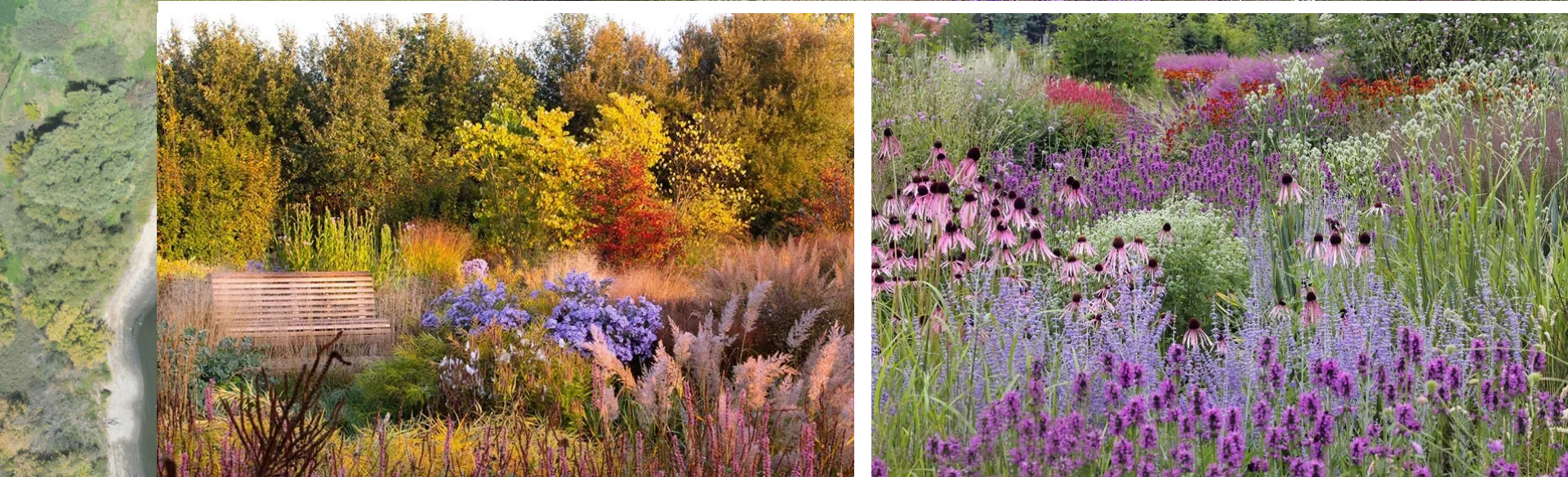


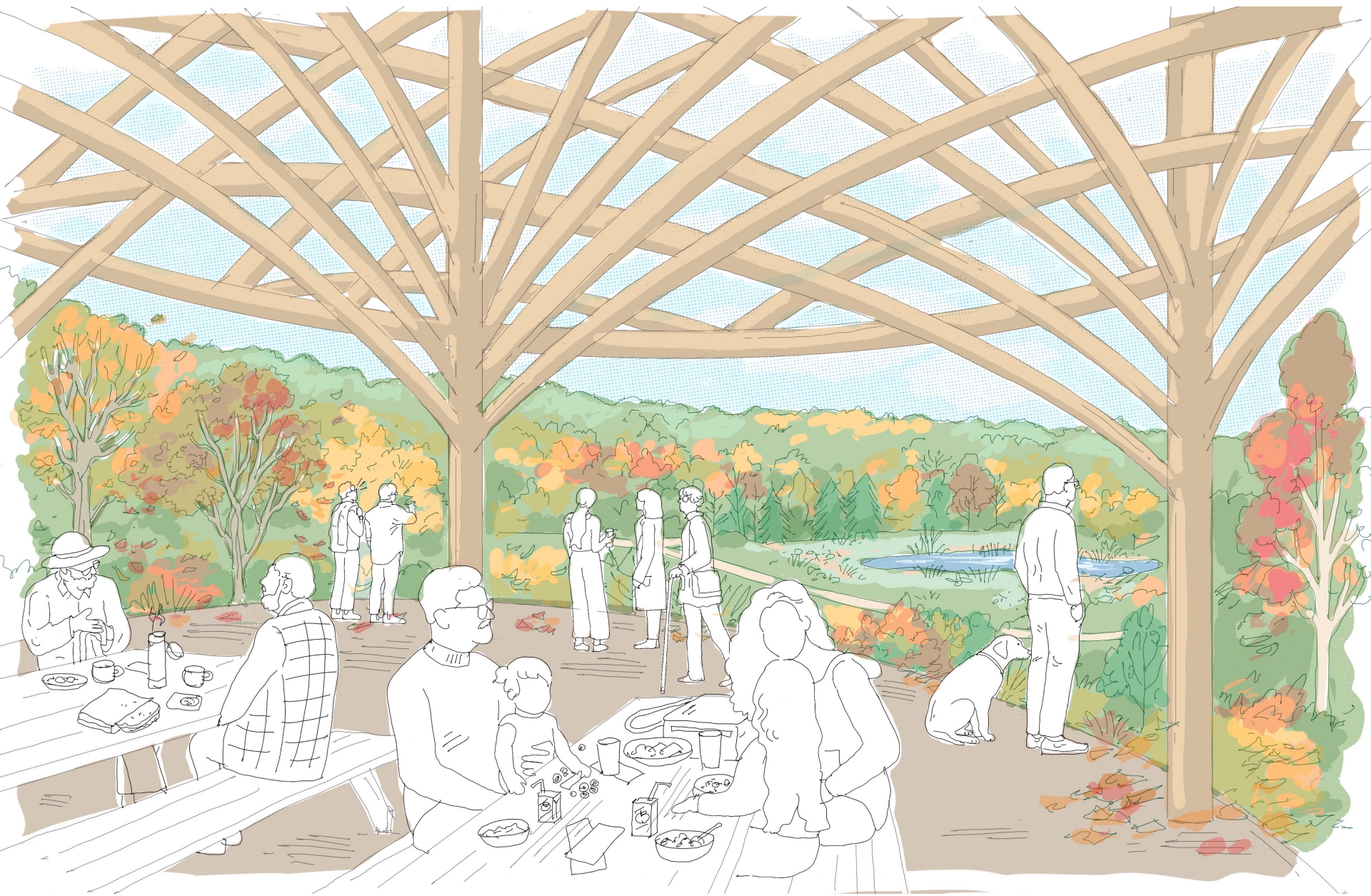
Lincoln Park Zoo South Pond by Studio Gang Architects



Rockwood Conservation Area









QUESTIONS AND DISCUSSION

November 27, 2023

Mayor Del Duca and Members of Council

City of Vaughan
2141 Major MacKenzie Dr W.
Vaughan, ON
L6A 1T1.

Sent via email to clerks@vaughan.ca

**RE: City of Vaughan
Committee of the Whole | NOVEMBER 28
BILD Comments**

Item 3 | AGREEMENT TEMPLATE MODERNIZATION AND PROCESS REVIEW

The Building Industry and Land Development Association ('BILD') is in receipt of Item 3 – *Agreement Template Modernization and Process Review*, which is scheduled for discussion during the Committee of the Whole meeting on Tuesday, November 28th.

We would like to formally express our appreciation to the City for commencing this review. We extend our thanks specifically to the City staff involved in this process for their commendable consultation practices and productive dialogue as it relates to industry feedback.

As conveyed to City staff, it is imperative that, post-implementation, this template remains open to feedback. This approach is crucial for addressing any operational challenges in real-time rather than waiting for the next review cycle. BILD is dedicated to collaborating with the City to identify and implement improvements as we navigate the adoption of this template.

As your partners in community building, thank you for the opportunity to be apart of this review. Should there be any questions, please contact the undersigned.

Kind regards,



Victoria Mortelliti, MCIP, RPP.
Senior Manager, Policy & Advocacy

CC: BILD Members
Frank Suppa, City of Vaughan
Viviana Gallo, City of Vaughan



The Building Industry and Land Development Association is an advocacy and educational group representing the building, land development and professional renovation industry in the Greater Toronto Area. BILD is the largest home builders' association in Canada, and is affiliated with the Ontario Home Builders' Association and the Canadian Home Builders' Association. It's 1,300 member companies consists not only of direct industry participants but also of supporting companies such as financial and professional service organizations, trade contractors, as well as manufacturers and suppliers of home-related products.



Ramsay Planning Inc.

C 6

Communication

CW(1) – November 28, 2023

Item No. 5

Email Only

November 24, 2023

City of Vaughan
Office of the City Clerk
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Dear Clerk,

**Re: Copper Kirby Developments Limited – Zoning By-Law Amendment
(File Z.22.029) and Draft Plan Of Subdivision (File 19t-22v006), 11363
Highway 27, Vicinity Of Highway 27 And Kirby Road, City Of Vaughan**

Allan Ramsay Planning Associates Inc. has been retained by the Friends to Conserve Kleinburg Inc. (“**FTCK**”) and Humberplex Developments Inc. (“**Humberplex**”) with a request to review and provide an independent land use planning opinion regarding the residential development applications submitted by Copper Kirby Development Limited (“**Copper Kirby**”) affecting lands located in the vicinity of Kirby Road and Regional Road 27 (the “**Subject Lands**”). The Subject Lands include the Copper Creek Golf Course and lands immediately to the north.

The purpose of this letter to provide comments regarding the rezoning application and subdivision application submitted by Copper Kirby that affects approximately 17.18 ha of the Subject Lands located at the south-east quadrant of Kirby Road and Highway 27 (the “Phase 1 Lands”). These applications comprise Phase 1 of a four-phase redevelopment scheme of the Subject Lands.

The Proposed Rezoning and Subdivision:

The Phase 1 applications will permit the development of 227 single detached and 70 street townhouse units, and a public park.

The rezoning application proposes to rezone the site to:

- “R2A(H) Second Density Residential Zone”



Ramsay Planning Inc.

Page 2

- “R3A(H) Third Density Residential Zone”
- “R4(H) and R4A(H) Fourth Density Residential Zones”
- “RT1(H) Townhouse Residential Zone”
- “OS1 Public Open Space Zone” and “OS2 Private Open Space Zone”

The proposed draft plan of subdivision comprises:

Lots/Blocks	Land Use	Area (ha)	Units/Lots
1-141	Single Detached with Public Laneway	3.82	141 Lots
142-227	Single Detached	4.22	86
Blocks 228-242	Street Townhouses	1.67	70
Block 246	Public Park	0.86	
Blocks 243-244, 248-298	Road Widening, 0.3m Reserves and Roads	5.73	
Block 245	Landscape Buffer	0.86	
Block 247	Overland Flow Route	0.02	
Total		17.18 ha	297 units

Comments:

In our opinion the proposed rezoning and proposed draft plan of subdivision raises the following issues:

a) Prematurity

In June, 2019 the City of Vaughan adopted OPA 47 to redesignate the Phase 1 Lands from the “Agricultural” and “Natural Areas” designation to the “Low-Rise Residential” designation in Vaughan Official Plan 2010 (the “VOP 2010”). OPA 47, along with OPA 48 which affected the remainder of the Subject Lands, were appealed to the Local Planning Appeal Tribunal and subsequently approved by the Tribunal in June, 2021. These OLT decisions are the subject of a motion for leave to appeal to the Divisional Court which is awaiting a hearing date. A related application for judicial review has also been filed in Divisional Court. In our opinion it is premature to approve the Copper Kirby rezoning application and grant draft plan approval to the subdivision to authorize redevelopment of the Phase 1 Lands while the aforementioned court applications are outstanding.



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Page 3

b) Density and Lot Sizes

Overall, the proposed density and lot sizes will result in a neighbourhood design that does not reflect the distinctive image of the Kleinburg Area and the surrounding neighbourhoods. The surrounding lands are characterized by large lots with lot frontages that generally are in excess of 15 m with many lot frontages in excess of 22 m. In contrast, only 11 of the 227 (4.8%) detached dwelling lots within the proposed Phase 1 subdivision are located within a zone (R2A(H) Zone) that requires a minimum lot frontage of 15 m or greater. The vast majority of detached dwelling lots (191 of the 227 lots or 84.1%) are found within a proposed zone (R4 and R4A Zones) where the minimum lot frontage requirement is 9 m. The proposed draft plan of subdivision represents a small-lot, suburban, car oriented development scheme.

A community design that is based on maintaining the distinctive large lot character of the area while introducing pockets of low-rise multiple unit developments would be a more compatible form of development and would still achieve the minimum density of 50 persons and jobs per hectare required for Designated Greenfield Areas under the Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020).

c) Consistency with the Provincial Policy Statement (2020) (the “PPS”)

Public Spaces, Recreation, Parks, Trails and Open Space (Section 1.5.1) - The proposed rezoning and proposed draft plan of subdivision do not provide sufficient facilities to meet the needs of pedestrians, foster social interaction and facilitate active transportation and community connectivity and do not provide a full range and equitable distribution of publicly-accessible built and natural settings for recreation, including facilities, parklands, public spaces, open space areas, trails and linkages.

Climate Change (Section 1.8.1) - requires municipalities to support energy conservation and efficiency, improved air quality, reduced greenhouse gas emissions, and prepare for the *impacts of a changing climate* through land use and development patterns. The proposed rezoning and draft plan of subdivision will facilitate a traditional suburban, low density automobile oriented subdivision that does not encourage transit-supportive development, maximize vegetation cover within a settlement area or promote a compact form as direct by Section 1.8.1. The proposed low density residential



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Page 4

development will not generate appropriate public transit trips, and is not an efficient use of the road network.

Natural Heritage Features (Section 2.1) – According to our Client's peer reviewer the proposed development is not consistent with Section 2.1.5 (significant valleylands, significant wildlife habitat), 2.1.6 (fish habitat), 2.1.7 (habitat of threatened and endangered species) and 2.1.8 (adjacent lands) that prohibits development or site alteration unless it is demonstrated through an EIS that the development or site alteration will not result in a negative impact on the feature or its functions or in accordance with provincial and federal requirements.

d) Conformity with the City of Vaughan Official Plan ("**VOP 2010**")

- (i) The proposed rezoning and proposed draft plan of subdivision do not conform to s. 2.2.3 that requires new development to protect or strengthen the character of the area and represent a form of development that is sensitive to, or respectful of, the existing character of the area (s. 2.2.3). The proposed development lacks an appropriate transition with adjacent lands.
- (ii) The proposed rezoning and proposed draft plan of subdivision do not conform to s. 2.2.3.2 that requires new development to respect and reinforce the existing scale, height, massing, lot pattern, building type, character, form and planned function of the immediate local area and is sensitive to and compatible with the adjacent lower density lands (s. 2.2.3.2). Within the areas adjacent to existing residential development the proposed will neither respect nor reinforce the existing scale and character of the adjacent lands and will not be compatible with adjacent uses. As outlined above, the proposed development lacks an appropriate transition with adjacent lands.
- (iii) The proposed development does not conform with Section 3.2.3.8 that prohibits development or site alteration on lands adjacent to Core Features unless it is demonstrated through an EIS that the development or site alteration will not result in a negative impact on the feature or its functions. A portion of the Phase 1 Lands are located adjacent the East Humber River Valley and its associated Core Features that include an Environmentally Significant Area. In this location the proposed zoning by-law amendment and proposed draft plan of subdivision permit detached dwellings. Based on our peer



Ramsay Planning Inc.

Page 5

review of the Applicant's supporting studies it has not been adequately demonstrated that development or site alteration will not result in a negative impact on the feature or its functions.

e) **Stormwater Management and Greenbelt Lands**

The proposed draft plan of subdivision relies on stormwater management ponds ("SWM") that are to be located within the East Humber River Valley and outside of the City's Urban Area and within the boundaries of the Greenbelt Plan. It is our opinion that the Greenbelt Plan does not permit infrastructure such as stormwater management ponds that serve an adjacent urban area to be located within the Greenbelt Plan area.

Furthermore, the SWM facilities are situated on lands designated in the VOP 2010 as valley lands for environmental protection. Experts retained by our Clients have objected to the SWM location and sizing, and have serious concerns about the final water balance achieved across the site.

f) **Valley, Woodlands and Vegetation Protection Zone Identification**

A portion of the Phase 1 Lands are adjacent to the East Humber River Valley. Based on our Client's peer review of the Applicant's supporting studies it is our opinion that the limits of the valley, woodlands and Vegetation Protection Zones surrounding the valley corridor and woodlands have not been appropriately defined as required by Section 13.47.1.9 and 13.47.1.11 of OPA 47.

In particular, the Applicant's supporting studies have not adequately demonstrated that that vulnerable species such as the red side dace are protected or how other species-at-risk associated with the nearby branch of the East Humber River will be protected.

In our opinion a significant landscape buffer is required along the top of the valley to protect wildlife movement and habitat.

g) **Tree Preservation**

According to the Applicant's Tree Inventory and Preservation Report 340 inventoried tree are to be removed with 248 trees requiring replacement. This significant tree loss can be avoided or the number of trees removed minimized through the use of larger buffer areas. As proposed vegetation



Ramsay Planning Inc.

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buffers are limited to 10 m. This includes mature vegetation at both the southern limit of the property and golf course entry off Hwy 27.

h) Traffic

Our client's peer reviewer has identified the following traffic issues that need to be addressed:

- The implementation of a signalized intersection to provide access to the proposed development will further decrease the capacity on Highway 27.
- Improvements such as widening of Highway 27 to four lanes between Major Mackenzie Drive and Kirby Road may be required to accommodate traffic generated by the proposed development.
- Driver sight line distance at Kirby Road and Street A is a safety concern. Street A connects to Hwy 27 such that adequate DL triangles (15x15) cannot be provided until the adjacent property to the south develops. Currently there is no timing to the south development.

Summary:

Based on our review the proposed zoning by-law amendment and proposed draft plan of subdivision raise several issues that require further investigation and revisions. Under these circumstances the proposed zoning by-law amendment and proposed draft plan of subdivision should not be approved.

If you have any questions or require further information, please do not hesitate to contact the undersigned.

Yours truly,

Allan Ramsay, MCIP, RPP
Principal



DATE: November 27, 2023

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: HAIQING XU, DEPUTY CITY MANAGER, PLANNING AND GROWTH MANAGEMENT

RE: COMMUNICATION – COMMITTEE OF THE WHOLE, NOVEMBER 28, 2023

**ITEM #5, REPORT NO. 48
COPPER KIRBY DEVELOPMENTS LIMITED
ZONING BY-LAW AMENDMENT FILE Z.22.029
DRAFT PLAN OF SUBDIVISION FILE 19T-22V006
11363 HIGHWAY 27
WARD 1 - VICINITY OF HIGHWAY 27 AND KIRBY ROAD**

Recommendation

The Deputy City Manager, Planning and Growth Management recommends:

1. THAT Recommendation #2 of Item #5, Report No. 48 of the November 28, 2023, Committee of the Whole Report be DELETED and replaced with the following:
2. THAT the Holding Symbol “(H)” shown on Attachment 3 shall not be removed from the Subject Lands, or any portion thereof, until the following conditions are satisfied:
 - a) As the Subject Lands are tributary to future water and sanitary service infrastructure improvements, the Owner must demonstrate that an alternate interim sanitary and water servicing strategy can be achieved utilizing a comprehensive study, and must enter into an Agreement with the City to design and construct the works, to the satisfaction of the City;
 - b) The Owner shall ensure that the proposed sanitary pump station, designated as the Kirby Sanitary Pumping Station (KSPS), is substantially complete to the satisfaction of the Development Engineering Department in accordance with the approved plans, specifications, and all relevant municipal and regulatory standards;
 - c) The Owner shall ensure that the water services are fully operational and commissioned in accordance with the approved plans, specifications, and all relevant municipal and regulatory standards;

- d) External lands are required to provide service and access to the subject lands, therefore, the following conditions must be satisfied:
- i. The Owner shall enter into a Developers' Group Agreement, or provide acknowledgement from the other land owners within Block 55 West to the satisfaction of the City. The Agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads and municipal services, including land dedication and construction of any future roads and streets deemed required to service the Subject Lands. This Agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands, all to the satisfaction of the Development Engineering Department;
 - ii. The Owner shall submit a letter from the Block Trustee or balance of the other landowners within Block 55 West indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 55 West Landowners Cost Sharing Agreement, to the satisfaction of the Development Engineering Department; and
 - iii. The Owner through the Block 55 Developers' Group shall enter into an Agreement with the City to satisfy all conditions, financial or otherwise for the construction of the municipal services for the Block, including but not limited to, roads, water, wastewater, storm and storm water management pond, land conveyances, including the construction of streets and roads south of the Subject Lands or frontend the works and enter into a Development or Subdivision Agreement with the City to satisfy all conditions, financial or otherwise for the construction of the necessary municipal services, including but not limited to, roads, water, wastewater, storm and storm water management pond, land conveyances including the construction of streets and roads south of the Subject Lands. The Agreements shall be registered against the lands to which it applies and to the satisfaction of the Development Engineering Department.
- e) The Owner shall provide an updated functional design prior to the submission of detailed engineering drawings of the Street A & Kirby Road intersection which ensures safe and functional access to the satisfaction of the Development Engineering Department.

Background

Through review of further technical information between the Development Planning and Development Engineering Departments, and subsequent discussions with the Owner, the proposed Holding Symbol "(H)" provisions identified in Recommendation #2 to Item #5, Report No. 48 of the November 28, 2023, Committee of the Whole Report have

been revised as noted above in this Communication to provide more clarity regarding requirements for condition clearance.

Conclusion

This Communication deletes and replaces Recommendation #2 to Item #5, Report No. 48 of the November 28, 2023, Committee of the Whole.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Haiqing Xu', written in a cursive style.

Haiqing Xu, Deputy City Manager,
Planning and Growth Management