July 11, 2006

Mayor Di Ianni and Members of Council
City of Hamilton
71 Main Street West
Hamilton, Ontario
L89 4Y5

Re: Meadowlands of Ancaster Phases 8 & 9
Draft Plans of Subdivision 25T200410 & 25T200501

Dear Mayor Di Ianni and Members of Council,

At the July 10, 2006 meeting of the Planning and Economic Development Committee, after its deliberations on the above referenced matter, the Committee issued a typed statement, which will be forward to Council for approval.

Landmart Realty Corp., ("Landmart") would like to respond to the position taken by the Committee and clarify our position regarding these matters for consideration by Council.

- Landmart did not appeal the draft plan conditions for Phase 8, which were amended by the Director of Planning.
- Landmart did not request the Planning Director to amend the Phase 8 draft plan conditions #25 & 28.
- Landmart did request, in a letter dated May 4, 2006 from our lawyer Mr. Stephen Waque to Mr. Art Zuidema, that under section 51(58) of the Planning Act, the Director of Planning consider condition #25 as being satisfied on the basis it “will be fulfilled” in the future.
- In the May 4, 2006 letter, Landmart agreed to continue to try and secure lands over the hydro corridor for the two road crossings from the Province and committed to continue to negotiate with Mr. Ray Wilson, as well as providing the City with an indemnity, so as to save the City harmless in the event the City decides to expropriate the alleged Wilson interest. Landmart therefore, was in agreement with the principle of imposition of the roads crossings, as a condition of Phase 9.
- On May 24, 2006 the Director of Planning amended the draft plan conditions for Phase 9, by adding a new condition relating to the acquisition of land for the road crossings
- On June 13, 2006, our lawyer, Borden Ladner Gervais, on behalf of Landmart appealed the added draft plan condition on the basis that 1) it is not possible for the owner to acquire lands for the crossings of the hydro corridor because a party claiming ownership in those lands is an unwilling Vendor, and 2) the Province requires the City and not the owner to be the Purchaser. Landmart is in agreement with the need for the road crossings and to pay the costs of acquisition however, it is not in agreement with the wording of the amended condition.
- Given the stated positions of both Mr. Ray Wilson and the Province, Landmart is unable to fulfill the amended Phase 9 condition and had to appeal the wording, as it presently exists, or we would find ourselves in a similar situation as in Phase 8.

- Another landowner (P & L Livestock Limited) has appealed the amended conditions for both Phases 8 & 9, to the OMB. Although Landmart has attempted to resolve the issues raised by P & L Livestock Limited, it is the City and not Landmart who will have to provide the assurance to the appellant, before it withdraws its objections to the Phase 8 & 9 draft plan conditions. Even if Landmart were to remove its appeals, the appeals by P & L Livestock would remain outstanding.

- We also wish to point out, that the Director of Planning has already dealt with another condition #53 for Phase 8 dealing with a multi-purpose trail system, to be located within the hydro corridor, in a similar manner to the one we proposed for condition #25. The City realized that Landmart was unable to fulfill this condition for Phase 8 and agreed to impose the condition in Phase 9 and considered the condition fulfilled in Phase 8. The City has already established a precedent once for what was being requested for the hydro road crossing.

While Landmart is of the view, based on the above, that the typed statement prepared by the Planning and Economic Development Committee is not totally accurate, it appeals to Council to direct staff to work with the parties to solve the problem. It specifically requests that Council direct staff to:

A. Work to bring all appeals to the OMB at the earliest possible date

B. Negotiate a new wording for the Phase 9 condition that recognizes the fact of the Provincial position and the fact of Mr. Wilson’s position

Regardless of the statements being made by various parties, we recognize that the homebuyers are looking to see who is working to address their issues, not who is making what statements. We commit to working with you and ask you direct staff to work with us.

Yours truly,

Mario Roque
President, Landmart Homes

c. Stephen Waque, Borden Ladner Gervais
   John Ariens, Planning Engineering Initiatives Limited