

From: **Rachel Marshall**

Date: Mon, Sep 16, 2024 at 1:47 PM

Subject: Commentary for Official Plan Amendment - File No UHOPA-24-008/ZAC-24-026

To: <james.vanrooi@hamilton.ca>

CC: Rachel Marshall

Good Afternoon,

I'm sending in comments regarding the potential rezoning [of 1809-1843 Rymal Road East](#) - please include these with the application for this rezoning plan.

- File No: Urban Hamilton Official Plan Amendment - UHOPA-24-008
- File No: Zoning By-Law Amendment – ZAC-24-026
- Owner: 2324780 Ontario Inc.
- Agent: MHBC Planning LTD. C/O Dave Aston
- Statutory Public Meeting Date: December 3, 2024
- Address: 1809,1817, 1825,1829,1831,1835,1837,1841,[1843 Rymal Road East, Stoney Creek \(Ward 09\)](#)

I had sent the below email prior to an earlier meeting. I am forwarding it on with any additional comments below to make it easy to keep track of.

I'm sure anyone taking notes from the resident information meeting gathered most of the additional comments that were put forth on top of the below email, but to summarize on behalf of the residents of this area - we disagree with the plan to rezone this strip of land for a multitude of reasons.

Residents of the area have signed a petition for this when it was first announced. You can find it here: [Petition · Stop Zoning Amendments - 1809 to 1843 Rymal Road East · Change.org](#)

- 287 families/households as of September 2024 have signed.

- Many of the residents, who stand to be most impacted by increased traffic, were not even aware of this plan - and are very displeased.

Additional notes below for our disagreement with this plan that we would like presented to decision makers:

- First and foremost, the families and persons who purchased the homes on Columbus Gate did so with the express description that LOW LEVEL COMMERCIAL was all that would be built behind them. We were specifically given brochures and information with this detailed - photo included **below** showing the physical brochure given to us that I still have. "Future Retail Space" was deemed only as low level commercial, with a retaining wall that was to be placed between our homes and said commercial space.

In fact - even the retaining wall was bypassed because I was told Losani "didn't deem it necessary" at the time. Losani has misrepresented the intention for this land and sold its customers property on false pretenses of what was to be built there. **This is fraudulent inducement.** This move is forcing the existing residents to have to consider moving (when some planned to retire here upon purchase), in a market with high interest rates and at a time they hadn't planned to - causing incurred, unplanned fees, school changes (if they can even get in), daycare changes (where they won't be able to get in), and upheaval. Some of the residents of this area have already moved due to just the potential of this plan. If they choose to stay and this moves forward, it will in all likelihood depreciate the value of our properties immensely - a huge hit to the largest investment you can make. This would also depreciate the quality of living for any residents adjacent to the site in PRIVACY. Our blinds would need to be closed at all times to keep our privacy, and any backyard privacy we had would be gone. NOISE and LIGHT pollution would be added to all existing residents. Current residents are reviewing their legal right with a real estate lawyer in this matter due to the depreciated quality of living we would incur.

- **Traffic is an enormous concern.** Per our city councillor on the original call, the city is not ready to extend the Red Hill Valley Parkway (RHVP), and at this time it is already extremely bottlenecked at peak hours, and even during regular traffic times. The closing of Upper Mount Albion, due to already existing traffic concerns with Bishop Ryan, have made Central Park the "cut through" for existing traffic coming off the RHVP and looking to avoid the Rymal lights. Adding another 700+ families, on top of the apartment building already slated to be built beside Bishop Ryan, will make the streets of Central Park and Rymal Road dangerous and incredibly busy with through traffic. This is irresponsible to consider placing more families in this area that is already "bursting at the seams". Our Maps and GPS also already tell us when driving even close to rush hour to not even attempt to go the approximately 600 metres down Rymal Road from the upper red hill valley parkway end at Rymal to Columbus gate. It sends us through the subdivision already because it's so busy in that short stretch. This means the same route for the additional 700+ families and commuters - again causing stress and burden on the existing area and your already paid customers via more traffic for everyone and a much busier and more dangerous neighbourhood environment.

- **Space for these structures.** The conceptual drawings that were put forth **DO NOT** represent the actual space available for structures of this size and the required parking. They also showcase dozens of fully developed trees in the drawings that are **not** present (and would not be able to fit

anywhere in the final space) - just to make it look "nicer", we assume, for presenting to the city. In fact, any existing trees that have been there for decades and decades would be ripped out. Considering this area is directly adjacent to a conservation area, this also seems irresponsible. Additionally, it showcases the homes behind these structures as SIGNIFICANTLY farther away from them than they will be - and not even the proper layout of the existing homes is present. It shows only small clusters of a few homes together, and not the tight layout of the existing neighborhood as it is. **If a proper review of this project is to be done, then TO SCALE and MEASURED drawings should be submitted, not a beautiful mockup that does not at all represent the available space, landscaping and layout of existing homes and surrounding area.** This is misrepresentative and should not be submitted as what this project would look like in finality - **this is unfair to submit something for approval based on images that falsely outline what the area looks like and its available capacity.**

- **Parking** is another concern. The parking in Central Park is barely existent as it is. Parking during the winter when it snows is almost impossible. Current residents have a hard time having visitors at all - and now 700+ new families and their visitors are to be introduced. I am aware there is parking, above and below ground, slated for this project - but I also know that visitor parking for 700+ families is VERY unlikely to fit here. Overflow parking will surely land on Columbus Gate and adjacent streets where the only viable parking for our guests currently is. This is poor planning on behalf of Losani to introduce a neighborhood with this little parking, and then additionally to plan to cram more families into this space. They knew the parking in this neighborhood would be tight – this was in our contract. We agreed to this knowing that all that would be added behind us was low level commercial buildings – NOT another entire neighbourhood - and yet they are trying to cram more into the space surrounding them. **Photo again attached of this in our contract. Highlighted with a red star.**

- **Infrastructure/Services:** as mentioned below, I will clarify here again that surrounding schools and daycares are OVER capacity. Schools are not even reviewing out of catchment requests due to capacity constraints. Daycare lists are so long that I had my one year old on 7 waitlists, and have never heard back from any for a space for him – he was only luckily accepted as a favour in the one his brother had been in due to being a family relation. The same happened with my now 4.5 year old. The only daycare he was able to get into was one that was not in the directory yet, and opening the month I required space. I had him enlisted on 8 other lists and only ONE called me back, 7 months after I required his care to start. This area has been FULL at school level for quite some time, and with an apartment building being built already beside Bishop Ryan, AND SOHO adding what appears to be 7 more levels of families, there will be no where for additional families to go without driving out of the area - adding MORE traffic and environmental impact (pollution) to an area that is already supposed to be protected with the conservation area.

- **Pollution:** Finally, this entire stretch of property in question is full of decade old trees. Losani even went to the length when we moved here of including in their contract (**image attached, highlighted with a red star**) that we could not remove ANY trees from the property - now there is

proposal to remove dozens of decade old trees from the area without concern? For a company promoting Central Park as a Nature Focused area (next to Eramosa as a selling feature, "tree lined paths through a lit park", CENTRAL PARK being the only green space in NYC that comparison was drawn to for marketing purpose - this is a far departure from what was promised to your customers. This is also disappointing considering the entire worlds dedication and required help to aid the environment in being further decimated. Additionally, another 700+ families on top of the other apartments slated for the area will be an unimaginable amount of noise and light pollution. Rymal road already is considered a level 3 noise zone for this area – on top of pollutants from all the traffic it already sees. Now right beside a conservation area there will be thousands more humans added? It is irresponsible.

We understand as a city that we need to build "UP AND NOT OUT" and we know that the current housing climate is abysmal - but moving ahead with this many residents added to this neighborhood is not fair to the existing residents OR the new ones. This is setting the area up for failure, a decreased quality of living, and environmental pollution and impact.

All we can hope is that the city and our representatives can understand that this is NOT what is best for this community and its existing residents (both in this neighborhood and surrounding area). This plan is a blatant misrepresentation of what was promised (and still has not been delivered with unfinished services outstanding) to Central Park residents. This rezoning stands to make this entire community, not just the one Losani owns, difficult to travel in, noisier, more polluted, and dangerous. It also serves to depreciate the quality of living for this and surrounding neighborhoods that DO NOT belong to Losani Homes.

Thank you for your consideration.

Regards,

Rachel Marshall



4. The Purchaser and future Transferees shall not interfere with the final lot grading of the lands herein as shown on the Grading Plan approved by the City. In the event that the Transferee breaches this covenant, as determined by the City, the said Transferee shall carry out, at his/her expense, such works as may be necessary to correct such interference and shall restore all damaged property to its original condition as determined by and to the satisfaction of the City.

5. Purchasers are advised that the Lot purchased herein may have a catchbasin in its rear yard, and that owners of lots with catchbasins are responsible for the operation and maintenance of such catchbasin. A restrictive covenant will also prohibit the owners of lots with catchbasins from interfering, altering, or removing the catchbasin or its connection to the City's main storm sewer drain.

D. Developer's Restrictive Covenants

The Vendor and Purchaser (The Vendor and Purchaser are also, alternatively, referred to herein as the Transferor and Transferee, respectively) agree that the restrictive covenants hereinafter set out in this section "C" (Restrictive Covenants) shall be attached to the transfer document such that the Restrictive Covenants are registered on and run with the Transferee's title to the Land. The Restrictive Covenants shall be registered on title of the Land. The burden of each of the following restrictive covenants hereinafter set out shall run with each and every building lot for a period of fifteen (15) years from the date of registration of same:

1. The lands to which these building restrictions shall apply (hereinafter called the "said lands") include Lots 1 through 76, on Plan 62M-(to be registered) and Parts 109 to 110 on Plan 62R-(to be registered), City of Hamilton (Stoney Creek), Province of Ontario;
2. No buildings shall be erected on the said lands other than as private dwelling houses to and for the use by a single family;
3. The design, locations and elevation of any structures or landscaping shall not be such as to interfere with the drainage of surface water on the lot or block nor of surface water originating from adjacent lots or blocks;
4. No dwelling unit shall be converted so as to create any additional dwelling units, nor shall any part of a dwelling unit be rented or leased or offered for rent or lease to a person or household requiring cooking and/or bathroom facilities in addition to those used by the owner or tenant, as the case may be;
6. The Transferee acknowledges and covenants that he/she shall be bound by the following provisions:
 - (a) No yards of a lot shall be used for the storage of materials or equipment other than such as are usually stored in connection with the occupation of a building use for private residential purposes.
 - (b) No repairs of any automobiles or any other vehicle or equipment shall be carried out in the front yard of any lot.
 - (c) Front yard, for the purposes of this paragraph 5 shall be defined as that part of a lot extending across the full width of such lot between the front lot line and the nearest part of any building or structure on the lot.
6. No television or radio antenna, aerial, tower, transmitter, or receiver or other communications device shall be on any building, structure or lot other than small satellite dishes for personal use having a diameter not in excess of eighteen inches (18");
7. No building waste or other material of any kind shall be dumped or stored on the said lands except clean earth for the purpose of leveling in connection with the erection of a building thereon or for the immediate improvement of the grounds;
8. No signs (except "for sale" signs), billboard, notices or other advertising matter of any kind shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the prior written consent of the Transferor;
10. The exterior of any dwelling and its garden and grounds shall not be left in an unsightly or unreasonably untidy conditions;
11. No living tree shall be cut down or removed from the said lands other than those standing within an area to be excavated for the erection of a building thereon without the consent in writing of the Transferor. During the period of construction any existing tree shall be protected so as to prevent any damage and, subject to the above exception, if any tree is cut down, removed or damaged without such consent first having been obtained, the Purchaser will forthwith replace the same under the supervision and to the satisfaction of the Transferor;
12. No animal, livestock, or farm fowl, other than two (2) domestic dogs or two (2) domestic cats, shall be kept on the property and no breeding of pets for sale shall be carried on upon the said lands; and
13. The Vendor, the Developer, their successors or assigns, may amend, vary or cancel and remove any restrictions herein contained and substitute any other restrictions in respect of the land.

Purchaser's Initials

Purchaser's Initials

- 25
- n) The Purchaser acknowledges that the Vendor has advised the Purchaser that as of the date of execution of this Agreement of Purchase and Sale, the Lot or Block has or may have, as the case may be, a RLCB upon it, and that owners of lots with catchbasins (RLCB) are responsible for the operation and maintenance of such catchbasin. A restrictive covenant will also prohibit the owners of lots with catchbasins from interfering, altering, or removing the catchbasin or its connection to the City's main storm sewer drain.
 - o) In the event that the Purchaser of the Lot or Block is a builder that has purchased the property for the purpose of constructing a dwelling unit on the property and its resale to a home buyer then the Purchaser/Builder covenants and agrees that, prior to the sale of the property to a home buyer who intends to occupy the premises as a residence, the Purchaser/Builder shall, at its own expense, notify in writing, the home buyer that the property has or will have, as the case may be, a RLCB.
 - p) Where roof leaders are not connected to the storm sewer the Purchaser acknowledges, understands and agrees that there are continuing Lot/Block grading obligations and requirements.
 - q) Purchaser of all lots are advised that at the time of this agreement, the City Subdivision Agreement has not yet been finalized and as such additional requirements of the City, or other approval authorities, may be contained within the Subdivision Agreements that will be registered on title to the Lands. Purchasers hereby acknowledge any further requirements contained therein and agree to accept the same.
 - r) Purchasers of Lots are advised that the adjacent lots may have reduced side yard setbacks (as little as 2') which require a 4' wide maintenance easement along the side yard of their lot. The purpose of this easement is to allow the owners of the adjacent lots to enter upon said lots to maintain their dwelling at any time. Purchasers of Lots hereby acknowledge that this easement may exist and agree to accept same.
 - s) Purchasers are directed to inquire with the City of Hamilton as to any applications or concepts for development of adjacent properties. Losani Homes has not made any representation to the Purchaser concerning the zoning in effect of the development proposed for any lands adjacent to its development.
 - t) The Purchasers hereby further agree to not make any written or oral objections to any Planning Act applications related to this subdivision with the City of Hamilton.
 - u) Purchasers are advised that all lots and units may have a sump pump. Notwithstanding any plans or specifications contained in this Purchase Agreement or the Vendor's marketing material, the location of the sump pump will be determined by the Vendor's consulting engineer and/or the municipality in their sole, unfettered and absolute discretion.
 - v) Purchasers are advised that garages are provided for the purpose of parking a vehicle. It is the responsibility of the property owner/tenant to ensure that the parking provided on site is sufficient for his/her needs (including those of visitors). Parking in the surrounding neighbourhood is highly restrictive and on-street parking, over flow parking may not be available and cannot be guaranteed in perpetuity.
2. Purchasers of Lots 35 to 52 (inclusive) are adjacent to a Public Park. A chain link fence will be constructed separating the lots from these lands and individual gates for access from these lands are not permitted.

