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A vibrant downtown

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An appealing attractive city

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## AGENDA

### GUELPH CITY COUNCIL

July 31, 2006 - 6:30 p.m.

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- O Canada
- Silent Prayer
- Disclosure of Pecuniary Interest

<p style="text-align: center;"><b>PLANNING PUBLIC MEETING UNDER THE PLANNING ACT</b></p>
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Council is now in a public meeting under the Planning Act to deal with the following matters:

- 1) **OFFICIAL PLAN AND ZONING BY-LAW AMENDMENTS FOR THE IMPLEMENTATION OF THE SHARED RENTAL HOUSING REVIEW (OP0603, ZC0514)**
  - Staff presentation by Melissa Castellan
  - Mark Bailey on behalf of the Old University Neighbourhood Ratepayers Association
- 2) **WESTMINISTER WOODS EAST SUBDIVISION PHASE 3 – proposed Residential Draft Plan of Subdivision and Associated Zoning By-law Amendment including Common Element Condominium Landscape Features (File 23T-02502 / ZC0214)**
  - Staff presentation by Allan Hearne
  - Nancy Shoemaker and Brian Blackmere on behalf of the applicant will be present to answer any questions.
- 3) **365 WATSON PARKWAY NORTH – proposed Zoning By-law Amendment (File ZC0603) – for a zoning amendment from the Specialized Residential Single Detached (R.1C-15) Zone to a Specialized R.3A-? Cluster Townhouse Zone**
  - Staff presentation by Chris DeVriendt
  - Nancy Shoemaker on behalf of the applicant
  - Rob Wood

# Please bring reports which were previously distributed.

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## LAND AMBULANCE SERVICE AGREEMENT

THAT the Mayor and Clerk be authorized to execute on behalf of the Corporation of the City of Guelph the proposed agreement provided as Attachment #1 to this report between the City and Royal City Ambulance Service Ltd.

### **BY-LAW**

Resolution:- First and Second Reading of By-law Number. (Councillor Kovach)

*“THAT leave be now granted to introduce and read a first and second time, By-law Number (2006)-18102.”*

By-law Number (2006)-18102

A by-law to authorize the execution of an Agreement between The Corporation of the City of Guelph and Royal City Ambulance Service Ltd.

Verbal Resolution:- Council go into Committee of the Whole to consider the by-laws.

NOTE: When all by-laws have been considered, a member of Council should move “THAT the Committee rise and report the by-laws passed in Committee without amendment (or as amended).

Resolution:- Third Reading of By-laws. (Councillor Laidlaw)

*“THAT By-law Number (2006)-18102, be now read a third time and passed.”*

### **ADJOURNMENT**



# City of Guelph

Report:

## PLANNING & DEVELOPMENT SERVICES Report 06-64

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**TO:** Council

**DATE:** 2006/07/31

**SUBJECT:** Official Plan and Zoning By-law Amendments for the Implementation of the Shared Rental Housing Review (OP0603, ZC0514)

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### RECOMMENDATION:

**"THAT report 06-64 regarding Official Plan and Zoning By-law Amendments for the Implementation of the Shared Rental Housing Review from Planning and Development Services dated July 31, 2006 BE RECEIVED; and**

**THAT the Administrative Amendment to the Official Plan for the definition of "Lodging House" BE APPROVED in the form outlined in Schedule 3 of the Planning and Development Services Report 06-64 dated July 31, 2006; and**

**THAT the Administrative Amendment to the Zoning By-law to implement the recommendations of the Shared Rental Housing Review BE APPROVED in accordance with the regulations set out in Schedule 4 of the Planning and Development Services Report 06-64 dated July 31, 2006."**

### BACKGROUND:

This Official Plan Amendment and Zoning By-law Amendment affects all lands within the City of Guelph.

On July 18, 2005 Guelph City Council received the Planning and Development Services report "Shared Rental Housing Review Final Report and Recommendations" and directed staff to initiate the implementation of the recommendations. The resolution is attached as **Schedule 1**. The recommendations included changes to the regulations for lodging houses and accessory apartments through Official Plan and Zoning By-law amendments.

The background for these proposed amendments includes the following documents (available through Planning Services or on the City website):

1. "Shared Rental Housing Review Final Report and Recommendations" received by Council July 2005.
2. "Lodging House Regulation Review Backgrounder Report" received by Council in May 2003.
3. "Legal Framework Report" prepared by Aird & Berlis, September 2004.
4. "Registered Accessory Apartment Survey Results" November 2004.
5. Shared Rental Housing Newsletters, April 2004 to August 2005.
6. Community Workshop Summaries.

The Shared Rental Housing Review was a three year public process. The proposed changes to the regulations were developed in consultation with City staff from various departments and the public through community workshops, focus group meetings and surveys. Two advisory groups were involved throughout the process; the Technical Staff Steering Committee and the Community Stakeholders Advisory Committee.

## **REPORT:**

**Description of the Proposed Official Plan Amendment:** The Official Plan amendment addresses the definition of "Lodging House" to ensure that the definition is consistent with that proposed in the Zoning By-law (see **Schedule 2** for details).

**Description of the Proposed Zoning By-law Amendment:** Through the Shared Rental Housing Review, it was determined that it is appropriate to regulate lodging houses and accessory apartments and that amendments to the Zoning By-law are necessary to respond to issues raised by the public and City staff. These forms of housing are a distinct form of land use with different characteristics and impacts than other low rise housing forms. It was also determined through the review that these forms of housing have a higher demand for off-street parking. This demand for parking and its associated impacts on community character resulted in proposed amendments to parking regulations and the introduction of regulations to address driveway widths and rear yard parking areas.

The proposed amendments to regulations:

- provide clarity in the zoning by-law,
- remove duplicated regulations,
- create incentives for compliance, and
- respond to community issues.

The overall regulatory framework is intended to protect the health and safety of residents and promote community compatibility and acceptance. The proposed regulatory changes have been designed to support one another and, as such, need to be considered as a whole package rather than individually.

The proposed Official Plan and Zoning By-law amendments are summarized in **Schedule 2**. These proposed amendments support the implementation of the Council approved Shared Rental Housing Final Report and Recommendations.

**CORPORATE STRATEGIC PLAN:**

Supports Strategic Plan Goals 1 and 4:

- 1. Manage growth in a balanced, sustainable manner.
- 4. To enhance community wellness.

**FINANCIAL IMPLICATIONS:**

N/A

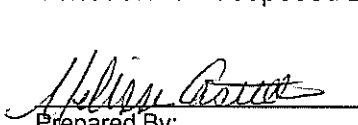
**DEPARTMENTAL CONSULTATION/CONCURRENCE:**

The proposed amendments were coordinated through the Technical Staff Steering Committee. This committee has staff representatives from the following service areas:

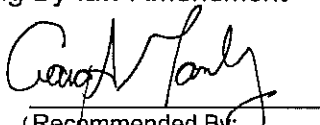
- Planning
- Zoning
- Parking
- Legal
- Police
- Fire

**ATTACHMENTS:**

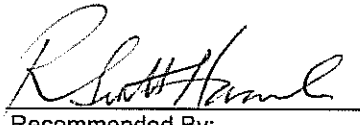
- Schedule 1 – Council Resolution July 18, 2005
- Schedule 2 – Description of Proposed Amendments and Planning Analysis
- Schedule 3 – Proposed Official Plan Amendment
- Schedule 4 – Proposed Zoning By-law Amendment



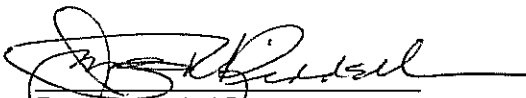
Prepared By:  
Melissa Castellan  
Senior Development Planner



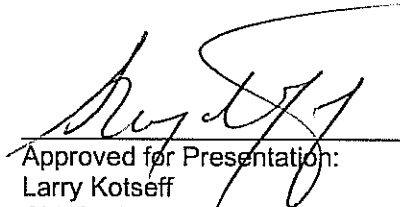
Recommended By:  
Craig Manley  
Manager of Policy Planning



Recommended By:  
R. Scott Hannah  
Manager of Development Planning



Recommended By:  
James N. Riddell  
Director of Planning and Development Services



Approved for Presentation:  
Larry Kotseff  
Chief Administrative Officer

# SCHEDULE 1

## Council Resolution July 18, 2005

"THAT the 'Shared Rental Housing Review – Final Report and Recommendations' dated June 13, 2005 be received,

AND THAT staff be directed to implement the recommendations contained within the 'Shared Rental Housing Review – Final Report and Recommendations' report dated June 13, 2005 and summarized in Schedule 1;

AND THAT staff prepare a status report for the Planning, Environment and Transportation Committee on the implementation of the recommendations in spring 2006;

AND THAT the members of the City's Technical Staff Advisory Committee be directed to continue to meet to promote co-ordination of recommendation implementation;

AND THAT members of the Shared Rental Housing Community Stakeholders Advisory Committee be thanked for their assistance to City staff in the completion of this initiative and that the Committee be disbanded."

# SCHEDULE 2

## Proposed Amendments and Planning Analysis

### Description of Proposed Official Plan Amendment and Planning Analysis:

1. **Official Plan Amendment to definition of 'lodging house':** The purpose of the Official Plan amendment to the definition of "Lodging House" is to ensure that the definition matches the definition as set out in the Zoning By-law. Ensuring that the definition is the same as that proposed for the Zoning By-law will reduce confusion and any potential issues with interpretation. The proposed definition removes the focus from occupants and focuses on the physical form of the dwelling.

### Description of Proposed Zoning By-law Amendments and Planning Analysis:

The intent and purpose of the Zoning By-law Amendments is as follows:

1. **Definition changes** – to provide clarity to the definition for Lodging House and Lodging Unit and focus on the physical form of the dwelling rather than the occupants. The definition has been modified from "more than 3 persons" to "5 or more lodging units". The intent of this modification is to focus regulations on larger scale lodging houses that are clearly a distinct form of residential use. These definitions were developed based on the recommendations of the Legal Framework Report. A new definition is also proposed for "lodging unit".
2. **Amendment to rear yard parking area regulations for R.1 and R.2 Zones** – the proposed amendment places controls on rear yard parking for detached and semi-detached houses to mitigate potential impacts on neighbouring properties. There are currently no regulations in the zoning by-law to address rear yard parking for these forms of residential properties. The proposed 1 metre setback from property lines will allow for a landscaped buffer and solid fence and will also protect drainage swales. The intent of this regulation is to provide a buffer between rear yard parking areas and neighbouring rear yard amenity areas.
3. **Amendment to parking space dimensions** – The proposed amendment to parking space dimensions only applies to those spaces provided in a driveway or outside parking area (e.g. rear yard). The proposed 2.5 metre wide by 5.5 metre long parking space is appropriate for a residential setting. Properties without garages will still be required to have one side yard with a minimum dimension of 3 metres to accommodate parking and driveway access.
4. **Amendment to parking space requirements for accessory apartments** – A survey of registered accessory apartment property owners was conducted in the fall of 2004. This survey asked respondents to indicate the number of vehicles owned by residents of the property and the number of parking spaces available on the property. The results of the survey showed that the current regulation of 2 parking spaces for houses with an accessory apartment is not adequate to meet

the demand for parking on these properties. The proposed regulation is 3 spaces for dwellings with an accessory apartment. This regulation is in keeping with the expected parking requirements for this form of housing and it will assist in mitigating issues with parking on lawns and widening of driveways. A new regulation to limit the number of parking spaces that are permitted to be stacked in the driveway will ensure that the parking spaces are functional for the residents without the need for movement of vehicles.

5. **Amendment to maximum floor area regulation for Accessory Apartments –** The intent of this proposed amendment to reduce the maximum size of an accessory apartment to 80 square metres (860 square feet) from 100 square metres (1075 square feet) is to provide further assurance that these units will be subordinate to the main unit in the house. The proposed maximum floor area of 80 square metres is appropriate for a two bedroom apartment.
6. **Amendments to Lodging House Regulations -** The following regulations are proposed to be deleted from the regulations for Lodging Houses:
  - Minimum lot area (existing regulation is 460 square metres);
  - Minimum lot frontage (existing regulation is 15 metres);
  - Minimum amenity area (existing regulation is 10 m<sup>2</sup> per lodger); and
  - Gross floor area per lodger (existing regulation is 15 m<sup>2</sup> per lodger).

These regulations are already covered for the zone in which Lodging Houses are permitted in other sections of the by-law (i.e., yard area requirements for residential properties). The capability of a property to support a lodging house use will be determined by its ability to support the necessary parking spaces while maintaining the minimum yard standards in addition to the minimum distance separation regulation of 100 metres. Minimum yard standards incorporate amenity area for residents and present a common standard for all types of accommodation whether it is owner occupied or rental.

The background study for the Shared Rental Housing Review indicated that the combination of existing regulations make it difficult for many suitable properties to support the lodging house use. The deletion of these regulations is expected to assist with compliance rates through the removal of duplicated regulations which often conflict with other City regulations. This issue was often cited by property owners as a disincentive. Also, these changes are expected to encourage the creation of rental housing in low-rise forms that meet health and safety standards and are inspected by the City, thereby providing a quality living environment for tenants.

The gross floor area per lodger regulation is adequately addressed by the minimum threshold of habitable space per occupant that is contained within the Property Standards By-law for all residential properties. The Property Standards By-law requires a minimum of 13 square metres of habitable room space per person.



7. **Amendment to Zones in which Lodging Houses are permitted** – The proposed amendment would permit Lodging House Type 1 only in R.1 (Residential Single Detached) Zones and the CBD (Central Business District) Zone. Through the Shared Rental Housing Review it was determined that detached dwellings are an appropriate housing form for Lodging House Type 1. Detached dwellings are permitted within the R.1 Zones and the CBD Zones. This amendment will ensure that lodging houses are permitted in the appropriate zones and housing formats. All references to “Lodging House” as a permitted use are proposed to be removed from the Zoning By-law except for the R.1 and CBD. The R.2-6 Zone, which is a flex zone that permits detached or semi-detached dwellings, will also have Lodging House Type 1 as a permitted use. However, it is only permitted in this zone in a detached dwelling.
8. **Amendment to Driveway Width regulations** – The intent of changes to the regulations for Driveway Widths is to maintain residential streetscape character by ensuring that driveways are not excessively widened. Driveway widenings and parking on grassed areas were often cited issues through the Shared Rental Housing Review. A minimum 0.6 metre wide landscaped strip is proposed between the driveway and the nearest lot line. This landscaped area is proposed because it is desirable to maintain landscaping between neighbouring driveways to reduce the visual impact of hard surface paving. Providing a landscaped area beside the driveway also provides protection of side yard swales required for proper drainage. The clause related to limiting the driveway width to the measurement of the garage is proposed to be deleted in favour of the existing maximum driveway width regulations combined with the proposed regulation for a landscaped strip.
9. **Lodging House Type 2:** The proposed amendments do not include specific regulations for Lodging House Type 2. This definition has been created to address a form of housing that has recently been developed in the City of Guelph to accommodate University students in a non-residence situation in an off-campus location. This form of housing will only be permitted through a site-specific zoning amendment. Regulations will be determined through the zoning amendment application process and recommendations for Council approval will be developed. It is not anticipated that existing townhouse or apartment buildings will be able to be converted to a “Lodging House Type 2”.

# SCHEDULE 3

## Proposed Official Plan Amendment

Amend the Official Plan text by deleting the existing definition of Lodging House in Section 10: Glossary and replacing it with the following new definition for Lodging House:

“Lodging House means any place, including but not limited to a dwelling unit, that is used to provide 5 or more lodging units for hire or gain directly or indirectly to persons.”

# SCHEDULE 4

## Proposed Zoning By-law Amendment

1. Section 3.1 of By-law (1995) – 14684, as amended, is hereby further amended as follows:
  - 1.1 Definition (95) is amended by deleting the existing definition and replacing it with the following new definition (95):

(95) **Lodging House Type 1** means any **Place**, including but not limited to a **Dwelling Unit**, that is used to provide 5 or more **Lodging Units** for hire or gain directly or indirectly to persons.
  - 1.2 Clause (95 a) is deleted and replaced with the following new clause (95 a):

(95 a) **Lodging House Type 2** means the whole of a **Townhouse Building** or **Apartment Building** where one or more dwelling units are each used to provide 5 or more **Lodging Units** for hire or gain directly or indirectly to persons.
  - 1.3 A new clause (95 b) is added, as follows:

(95b) **Lodging Unit**, for the purpose of **Lodging House Type 1** and **Lodging House Type 2**, means a room **Used** to provide living accommodation which does not have the exclusive use of both a kitchen and a bathroom.
2. Section 4.13.7 of By-law (1995) – 14864, as amended, is hereby further amended by adding the following new section:
  - 2.1 New Section 4.13.7.6 is added as follows:

4.13.7.6 Where the **Parking Area** is situated in the **Rear Yard**, the parking area shall not be within 1 metre of any **Lot Line** and is to be screened from adjacent properties with a minimum 1.5 metre high solid fence or suitable landscaping.
3. Section 4.13 of By-law (1995) – 14864, as amended, is hereby further amended as follows:
  - 3.1 Section 4.13.3.2.2 Parking Space Dimensions is amended by deleting the existing clause and replacing it with the following new Section 4.13.3.2.2

“4.13.3.2.2 Despite Section 4.13.3.2.1, the minimum **Parking Space** dimensions for **Single Detached, Semi-Detached, Duplex Dwellings** or **Home Occupations, Group Homes, Bed and Breakfast** establishments, **Accessory Apartment, Lodging House Type 1** and **On-Street Townhouses** are 3 metres by 6 metres within a garage or carport.”

3.2 Section 4.13.3.2.2 Parking Space Dimensions is further amended by adding the following new Section 4.13.3.2.3 and Section 4.13.2.4

“4.13.3.2.3 The minimum exterior **Parking Space** dimensions are 2.5 metres by 5.5 metres.

4.13.3.2.4 Every **Driveway** associated with such **Parking Spaces** shall have a minimum width for access to a **Street** or lane of 3 metres.”

3.3 Section 4.13.4.3 Residential Land Use Ratios is amended as follows:

4.13.4.3 Residential Land **Use Ratios**

<u>Type of <b>Use</b> or <b>Building</b></u>	<u>Minimum Required <b>Parking Spaces</b></u>
<b>Accessory Apartment</b>	3 per <b>Single Detached Dwelling</b> 3 per <b>Semi-Detached Dwelling</b>
<b>Lodging House Type 1</b>	1 per <b>Building</b> plus 1 per 3 <b>Lodging Units</b> .

4. Section 4.15 of By-law (1995) – 14864, as amended, is hereby further amended as follows:

4.1 Section 4.15.1.4.1 is amended by adding the following clause to the existing clause:

“A maximum of 2 **Parking Spaces** are permitted in a stacked arrangement.”

4.2 Section 4.15.1.5 is amended by deleting the existing clause and replacing it with the following new Section 4.15.1.5

“4.15.1.5 An **Accessory Apartment** shall not exceed 45% of the total **Floor Area** of the **Building** and shall not exceed a maximum of 80 square metres in **Floor Area**, whichever is lesser.”

5. Section 4.25 of By-law (1995) – 14864, as amended, is hereby further amended as follows:

- 5.1 Section 4.25.1 is amended by deleting the existing clause and replacing it with the following new Section 4.25.1

**"4.25.1 *Lodging House Type 1***

***Lodging House Type 1*** shall be permitted in the R.1 **Zone** and the CBD **Zone** and any specialized **Zone** thereto, unless specifically prohibited in the specialized **Zone**.

- 5.2 Section 4.25.2 is amended by deleting the existing section and replacing it with the following new Section 4.25.2

**"4.25.2 Maximum Occupancy for *Lodging House Type 1***

4.25.2.1 ***Lodging House Type 1*** shall be limited to a maximum of 12 ***Lodging Units***.

- 5.3 Section 4.25.2.4 is amended by deleting the existing clause 4.25.2.4.1 and replacing it with the following new clause 4.25.2.4.1

4.25.2.4.1 Despite Section 4.13.2, where 1 or more ***Parking Spaces*** are located to the rear of the main front wall of the ***Lodging House Type 1***, a maximum of 2 ***Parking Spaces*** with a minimum size of 2.5 metres wide by 5.5 metres long may be located in the ***Driveway*** and be counted as part of the parking requirement for the ***Lodging House Type 1***.

- 5.4 Section 4.25.2.5 is amended by deleting the existing section.

- 5.5 Table 4.25 is amended by deleting the existing Table 4.25 and replacing it with the following new Table 4.25:

Table 4.25 Regulations Governing **Lodging House Type 1** and **Group Homes**

Row	Regulations	Lodging House Type 1	Group Homes
1	Types of <b>Buildings</b> that may be occupied by <b>Lodging House Type 1</b> and <b>Group Homes</b>	The whole of a <b>Single Detached Dwelling Unit</b> . A <b>Building</b> containing a <b>Lodging House Type 1</b> cannot contain an <b>Accessory Apartment</b> .	The whole of: a <b>Single Detached Dwelling</b> unit, a converted <b>Single Detached Dwelling</b> , both units of a <b>Semi-Detached</b> or Duplex <b>Building</b> .
2	Minimum <b>Gross Floor Area</b>		18 m <sup>2</sup> per adult and 9 m <sup>2</sup> per child.
3	Minimum Separation Distance	Minimum separation between <b>Buildings</b> being used as <b>Lodging House Type 1</b> and <b>Buildings</b> being used as <b>Group Homes</b> shall be 100 metres. Such distance is to be measured from the closest points of the two properties at the property lines.	
4	Minimum Amenity Area		Minimum <b>Amenity Area</b> shall be located in the <b>Rear Yard</b> and amount to 12 m <sup>2</sup> for each resident, including live-in staff or receiving family, and not less than a total of 100 m <sup>2</sup> for each <b>Group Home</b> .
5	Minimum Off- <b>Street</b> Parking	In accordance with Sections 4.13 and 4.25.2.4.	In accordance with Section 4.13 and 4.25.4.

6. Section 5.1.2 of By-law (1995)-14864, as amended, is hereby further amended as follows:

6.1 Section 5.1.2.11 is amended by deleting the clause “The **Driveway** width shall not exceed the **Garage** width of the unit as measured from the outside walls of the **Garage**.”

7. Section 5.1.2 of By-law (1995) 14864, as amended, is hereby further amended as follows:

7.1 Table 5.1.2 – Row 12 is amended by adding the following clause to the existing Minimum **Landscaped Open Space** requirements:

“Despite the definition of **Landscaped Open Space**, a minimum area of 0.6 metres between the driveway and the nearest lot line must be maintained as **Landscaped Open Space** in the form of grass, flowers, trees, shrubbery, natural vegetation and indigenous species.

8. Section 5.2.2 of By-law (1995) – 14864, as amended, is hereby further amended as follows:
  - 8.1 Table 5.2.2 – Row 15 is amended by adding the following clause to the existing Minimum **Landscaped Open Space** clause:

“Despite the definition of **Landscaped Open Space**, for **Buildings** that do not have a shared **Driveway** access, a minimum area of 0.6 metres between the driveway and the nearest lot line must be maintained as **Landscaped Open Space** in the form of grass, flowers, trees, shrubbery, natural vegetation and indigenous species.”
9. Section 5.3.2 of By-law (1995) – 14864, as amended, is hereby further amended as follows:
  - 9.1 Section 5.3.2.8 is amended by deleting the clause “The **Driveway** width shall not exceed the **Garage** width of the unit, as measured from the outside walls of the **Garage**.”
10. Section 5.1.1 is amended by deleting the reference to “**Lodging House**” and replacing it with “**Lodging House Type 1**”.
11. Section 5.2.1 is amended by deleting the reference to “**Lodging House**”.
12. Section 6.1.1 is amended by deleting the reference to “**Lodging House**.”
13. Section 6.2.1.1 is amended by deleting the reference to “**Lodging House**.”
14. Section 6.3.1.1 is amended by deleting the reference to “**Lodging House**” and replacing it with “**Lodging House Type 1**”.
15. Section 6.3.1.2 is amended by deleting the reference to “**Lodging House**” and replacing it with “**Lodging House Type 1**”.
16. Section 6.4.1.1 is amended by deleting the reference to “**Lodging House**.”
17. Section 6.5.1 is amended by deleting the reference to “**Lodging House**.”
18. Section 6.6.1 is amended by deleting the reference to “**Lodging House**.”
19. Section 5.2.3.7.1 is amended by deleting the reference to “**Lodging House**.”
20. Section 5.2.3.8.1 is amended by deleting the reference to “**Lodging House**.”
21. Section 6.1.3.22.1 is amended by deleting the reference to “**Lodging House**.”
22. Section 6.1.3.24.1 is amended by deleting the reference to “**Lodging House**.”
23. Section 6.2.3.2.8.1 is amended by deleting the reference to “**Lodging House**.”

24. Section 6.4.3.1.15.1 is amended by deleting the reference to "**Lodging House.**"
25. Section 6.4.3.1.44.1 is amended by deleting the reference to "**Lodging House.**"
26. Section 6.4.3.1.48.1 is amended by deleting the reference to "**Lodging House.**"
27. Section 6.4.3.1.53.1 is amended by deleting the reference to "**Lodging House.**"
28. Section 6.4.3.2.16.1 is amended by deleting the reference to "**Lodging House.**"
29. Section 6.5.3.7.1 is amended by deleting the reference to "**Lodging House.**"
30. Section 6.5.3.8.1 is amended by deleting the reference to "**Lodging House.**"
31. Section 6.5.3.9.1 is amended by deleting the reference to "**Lodging House.**"
32. Section 6.5.3.10.1 is amended by deleting the reference to "**Lodging House.**"
33. Section 6.5.3.11.1 is amended by deleting the reference to "**Lodging House.**"
34. Section 6.5.3.13.1 is amended by deleting the reference to "**Lodging House.**"
35. Section 6.5.3.16.1 is amended by deleting the reference to "**Lodging House.**"
36. Section 6.5.3.17.1 is amended by deleting the reference to "**Lodging House.**"
37. Section 6.5.3.20.1 is amended by deleting the reference to "**Lodging House.**"
38. Section 6.5.3.21.1 is amended by deleting the reference to "**Lodging House.**"
39. Section 6.5.3.22.1 is amended by deleting the reference to "**Lodging House.**"
40. Section 6.5.3.23.1 is amended by deleting the reference to "**Lodging House.**"
41. Section 6.5.3.24.1 is amended by deleting the reference to "**Lodging House.**"
42. Section 6.5.3.25.1 is amended by deleting the reference to "**Lodging House.**"
43. Section 6.5.3.28.1 is amended by deleting the reference to "**Lodging House.**"
44. Section 6.5.3.33.1 is amended by deleting the reference to "**Lodging House.**"
45. Section 6.5.3.34.1 is amended by deleting the reference to "**Lodging House.**"
46. Section 6.5.3.35.1 is amended by deleting the reference to "**Lodging House.**"
47. Section 6.5.3.36.1 is amended by deleting the reference to "**Lodging House.**"
48. Section 6.5.3.50.1 is amended by deleting the reference to "**Lodging House.**"
49. Section 6.5.3.51.1 is amended by deleting the reference to "**Lodging House.**"





# City of Guelph

Report: 06-61  
PLANNING & DEVELOPMENT SERVICES

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TO: Council

DATE: 2006/07/31

SUBJECT: WESTMINISTER WOODS EAST SUBDIVISION PHASE 3.  
Proposed Residential Draft Plan of Subdivision and Associated Zoning By-law Amendment including Common Element Condominium Landscape Features (File 23T-02502 / ZC0214).

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**RECOMMENDATION:**

"THAT report 06-61 regarding Westminister Woods Limited from Planning and Development Services dated July 10, 2006 be received.

AND THAT the application by Westminister Woods Limited for approval of Phase 3 of a Residential Draft Plan of Subdivision and associated Zoning By-law Amendment for the Westminister Woods East Subdivision (File 23T-02502 / ZC0214), be placed on the agenda for the August 21, 2006, City Council meeting for a decision."

(The Staff recommendation of approval for Council's consideration is outlined in Schedule 2.)

**SUMMARY OF APPLICATION:**

Request for approval of a Residential Draft Plan of Subdivision and associated Zoning By-law Amendment to permit 159 single-detached residential lots of varying sizes (with 22 lots allowing a second coach house unit), 9 on-street townhouse blocks, 1 neighbourhood park block, 5 common element condominium landscape blocks and 1 future development block, yielding a total of 221 dwelling units on 12.72 hectares (31.6 acres) of vacant land at 340 Clair Road East (See **Schedule 1** Location Map).

**BACKGROUND:**

**Original 2002 Westminister Woods East Subdivision Plan (File 23T-02502).**

In May of 2002, the owner applied to subdivide approximately 77.56 hectares (191.64 acres) of land to create a residential subdivision in keeping with the land use policies of the Official Plan and the South Gordon Community Plan. The 2002 subdivision submission (**Schedule 4**) proposed a variety of lots and blocks that would accommodate

*A Great Place to Call Home*

various forms of residential land uses consisting of single detached dwellings, semi-detached dwellings, cluster and on-street townhouses, and apartment dwellings. The total number of dwelling units proposed was in a range of between 939 to 1153 units. The range was created by the use of flexible zoning in the plan. A significant portion of the total dwelling unit count (36%) included multiple residential building types primarily located along Victoria Road. Other land uses in the plan included wetlands, open space including buffers/linkages/corridors, two park sites, woodlands, an elementary school site, storm water management facilities and a potential church site. These amenities were intended to provide important benefits to the community and to both the existing and planned neighbourhood. See **Schedule 4** for the original 2002 subdivision and zoning submissions.

With Phase 1 and the recently approved Phase 2 lands set aside, the remaining balance of the Westminister East lands will yield a density based on the average unit count of 1046 units, of 27.8 units per hectare (11.2 units per acre).

To meet the City's phasing policy for large scale subdivisions, the developer agreed to request draft plan approval on a phased basis. (See **Schedule 1** - Location Map).

#### **REPORT:**

#### **Phase 3 – Request for Subdivision Draft Plan Approval and Associated Rezoning**

The proposed plan of subdivision is bounded to the north by the approved Phase 2 of Westminister Woods East Subdivision, to the east by Victoria Road South, to the south by Clair Road East including the existing Rolling Hills residential subdivision and to the west by the original Westminister Woods Subdivision (23T-98502) (See **Schedule 1** Location Map).

#### **Official Plan Designations**

The lands for Phase 3 are designated "General Residential", "Open Space" and "Non-Core Greenlands Overlay" in Schedule 1 of the City of Guelph Official Plan (See **Schedule 3**).

The subject lands were annexed into the City in 1993 to accommodate future residential growth. Detailed land use planning for this area was completed in 1999 with the approval of the South Gordon Community Plan. The Official Plan has incorporated the Community Plan's land use concept and policy. General Official Plan policy that has been addressed in the processing of this application is included in **Schedule 3**.

### **Description of Proposed Draft Plan of Subdivision**

The subdivision lands have substantial frontages on Clair Road and Victoria Road with internal collector road access connecting to both Clair and Victoria Roads including the developed Westminister Woods Subdivision to the west. The owner proposes to subdivide the subject property to create a variety of sized lots and an innovative housing type in the form of a host single-detached dwelling with a coach house or second dwelling unit above a detached garage, in accordance with the attached draft plan of subdivision (see **Schedule 5**).

The proposed subdivision will create 159 single-detached residential lots, 9 on-street townhouse blocks, 1 neighbourhood park block, 5 common element condominium landscape blocks, 1 future development block and a road widening block, for a total yield of 221 dwelling units on 12.72 hectares (31.6 acres) of land. The realized net residential density will be 28.6 units per hectare (11.63 units per acre).

Phase 3 proposes a dwelling unit count of 181 single-detached units on 159 lots and 40 on-street townhouse units on 9 Blocks for the total 221 dwellings. The 22 lots proposed to flank the main entrance at Clair Road will be developed with special zoning to create an innovative new housing form in Guelph. These lots will have the host dwelling unit facing the main road entrance to the community and will have a second dwelling unit or coach house located on the second floor level of the detached garage in the rear yard. For details of the coach houses and the Phase 3 subdivision breakdown, see **Schedules 5 and 6**.

### **Description of Proposed Zoning Bylaw Amendment**

The subject lands are zoned 'Agriculture' in the Puslinch Township Zoning By-law 19/85. To implement the City Official Plan land use designations, the owner has applied to create specialized zones, some existing in the City Zoning Bylaw already and a new, Specialized R.1C Zone to create a unique single-detached zone that allows the coach house unit on the same property. These units will create a distinct urban form at the entrance of the community. See **Schedule 6** for details of the implementing zoning and specific reference to the proposed modifications to the zoning by-law to permit coach homes in a specialized R.1C- \* Zone.

### **Proposed Common Element Condominium Landscape Features and enhancements**

While reviewing the original Westminister Woods Subdivision and the more recent Phase 2 of the Westminister East Subdivision, Staff recognized the owner's proposed common element condominium landscape features as a key component of the subdivision plan. These common element condominiums were identified in the plan and highlighted as landscaped open space, streetscape and storm water management areas that would receive an enhanced level of landscaping and maintenance by the developer. The actual cost associated with the common element condominiums are to be borne by each homeowner within the subdivision as they would automatically own an interest in the common element condominiums. Through this application, the owner is asking that 5 blocks be recognized as future common element condominium landscaped features in Phase 3 (See **Schedule 5**).

In support of this application, the owner submitted the following support documents since 2002:

1. Westminister Woods East Environmental Impact Study from the Draft Approved Plan of Subdivision (23T-028502)  
Dated: July 2001
2. Addendum to the Westminister Woods East Environmental Impact Study  
Prepared by: North-South Environmental Inc.  
Dated: May 14, 2002
3. Westminister Woods East Preliminary Servicing and Storm Water Management  
Prepared by: Stantec Consulting Ltd.  
Dated: May, 2002
4. Westminister Woods East Traffic Study  
Prepared by: Stantec Consulting Ltd.  
Dated: July 3, 2002
5. Westminister Woods East External Traffic and Noise Impact Study  
Prepared by: Paradigm Transportation Solutions Limited  
Dated: June 12, 2002

#### **PLANNING ANALYSIS:**

Planning and Development Services supports the proposed subdivision and rezoning applications as described in **Schedules 5 and 6**, subject to the conditions and zoning recommendation outlined in **Schedule 2**.

#### **Timing of Development**

With the near registration of Phase 2, the owner is requesting draft plan approval on the next logical phase of the overall 2002 plan, consistent with the City's large-scale subdivision phasing policy and the approved 2006 Development Priorities Plan. The 2006 Development Priorities Plan identifies draft plan approval of Phase 3 in 2006 with expected development in 2007. The extension of existing services is required for this phase and the watermain is to be extended to Victoria Road. Development timing is appropriately linked to the reconstruction of Clair Road (Gordon St. to Victoria Rd.) forecasted for 2006/2007 in the 2005 Capital Budget and the reconstruction of Victoria Road forecasted for 2006/2007 in the 2005 Capital Budget.

#### **Environmental Impact**

The 2002 Environmental Impact Study submitted with the applications has been accepted by the Grand River Conservation Authority, the Environmental Advisory Committee and City Staff. The Preliminary Servicing and Storm Water Management Report submitted with the Phase 2 application has also been approved and will apply to Phase 3.

#### **Water/Wastewater Capacity**

The City Engineer has confirmed there are adequate sanitary and water services to support Phase 3 of the subdivision (See **Schedule 7** for Engineering comments).

### **Traffic Noise Study**

Staff has accepted the Traffic Noise Assessment Report submitted by the owner. The noise assessment criteria requires warning clauses and provision of air conditioning for units facing Clair Road and Victoria Road and short sections of noise barrier where residential units flank Clair Road or Victoria Road.

### **Traffic Study**

Staff has accepted the Traffic Impact Assessment that states that existing roads can accommodate expected traffic, based on the signalization of various intersections and the addition of left-turn lanes.

### **Parkland Dedication**

The parkland dedication of Block 174 within the Phase 3 plan will satisfy the parkland requirements for the entire subdivision including future development out to Victoria Road. The developer will continue to work with City Recreation and Parks Staff to consider park site layouts, shared facilities and pedestrian trail locations and connections.

### **Public Comments/Issues**

The neighbourhood circulation in 2002 and 2006 produced correspondence on behalf of area residents in the Rolling Hills Estate subdivision (See **Schedule 7**). The primary concern is that the subject application has a much higher density and smaller lot size when compared to the Rolling Hills Subdivision. It is suggested that Section 7.2.7 of the Official Plan has not been addressed. This section deals with criteria dealing with land use compatibility when introducing multiple residential housing in the immediate vicinity of existing buildings. In the future phases of the Westminster East plan, the positioning of the future multiple residential blocks along Victoria Road, the planned landscape strip along Clair Road and the potential church site will act as a buffer or transition for Rolling Hills residents and land use compatibility will be properly addressed. This is in addition to the distance separation that is already in place comprised of the Clair Road road allowance and the setbacks from Clair Road of homes established in the Rolling Hills subdivision.

### **Planning and Development Services Recommendation**

The proposal for Phase 3 of the plan, subject to the recommended conditions and zoning outlined in **Schedule 2**, conforms to the goals and objectives of the Official Plan, is in the public interest and represents good planning.

Staff recommend this application be placed on the agenda for the August 21, 2006 City Council meeting for a decision.

### **CORPORATE STRATEGIC PLAN:**

Implements Strategic Direction 1: To manage growth in a balanced, sustainable manner.

### **DEPARTMENTAL CONSULTATION/CONCURRENCE:**

See **Schedule 7**.

## **COMMUNICATIONS:**

The Notice of Public Meeting letter has been circulated to prescribed agencies and the neighbourhood in accordance with the requirements of the Planning Act, prior to the mandatory Public Meeting of July 10, 2006.

## **FINANCIAL IMPLICATIONS:**

### **Population Projections:**

663 persons based on 221 total dwelling units at 3 persons per unit average.

### **Projected Taxation:**

\$530,400 based on 221 total dwelling units, using projected taxation average of \$2400 per dwelling unit.

### **Development Charges:**

\$2,433,616 based on 181 singles at \$11,376 per single unit and 40 multiples at \$9,364 per multiple unit.

## **ATTACHMENTS:**

**Schedule 1** - Location Map

**Schedule 2** - Recommendation - Conditions, Zoning Land Uses and Regulations

**Schedule 3** - Existing Official Plan Land Use Designations and Policy

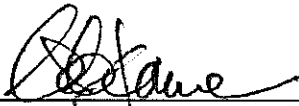
**Schedule 4** – Original Westminister Woods 2002 Subdivision Submission

**Schedule 5** – Phase 3 Subdivision Proposal

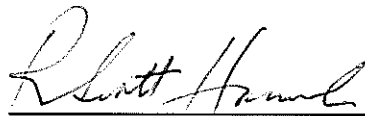
**Schedule 6** – Phase 3 Rezoning Proposal

**Schedule 7** - Circulation Comments and Correspondence

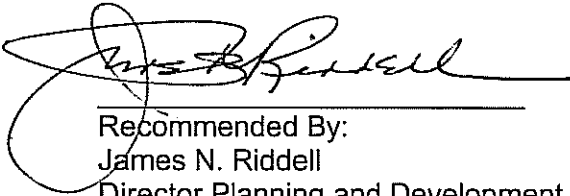
**Schedule 8** - Public Notification



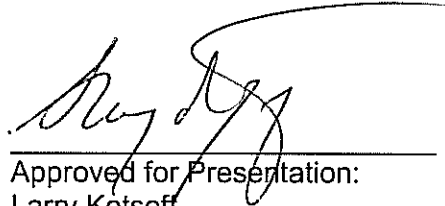
Prepared By:  
Allan C. Hearne  
Senior Development Planner  
837-5616, ext.2362  
al.hearne@guelph.ca



Recommended By:  
R. Scott Hannah  
Manager Development Planning  
837-5616, ext.2359  
scott.hannah@guelph.ca



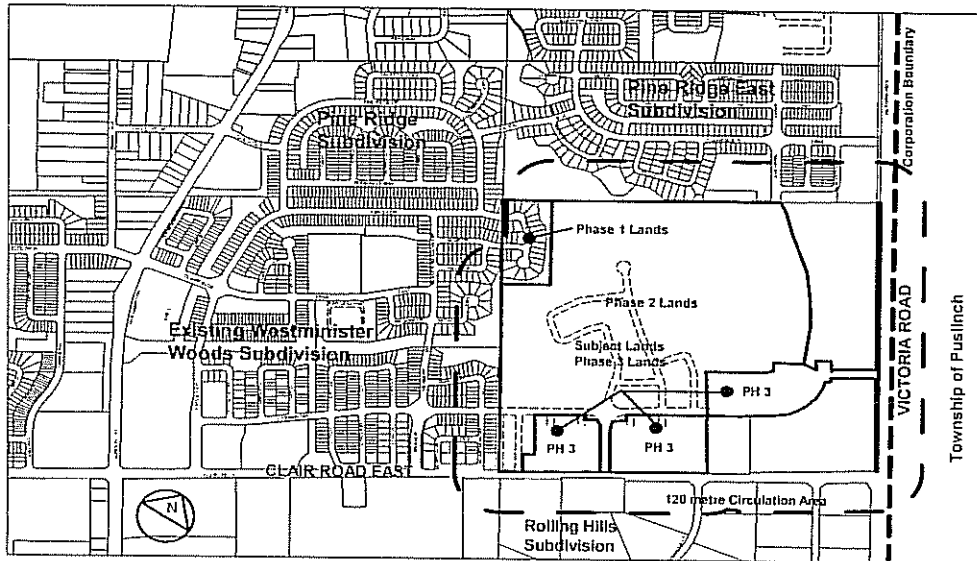
Recommended By:  
James N. Riddell  
Director Planning and Development Services  
837-5616, ext.2361  
jim.riddell@guelph.ca



Approved for Presentation:  
Larry Kotseff  
Chief Administrative Officer

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SCHEDULE 1  
LOCATION MAP





## SCHEDULE 2

### PLANNING RECOMMENDATION – CONDITIONS, ZONING LAND USES AND REGULATIONS

"That the application by Westminister Woods Limited for approval of a Residential Draft Plan of Subdivision and associated Zoning By-law Amendment for the Westminister Woods East Subdivision (File 23T-02502 / ZC0214), applying to land legally described as Part of Lots 9 & 10, Concession 8, (formerly Puslinch Township) in the City of Guelph, municipally known as 340 Clair Road East, be approved, to permit the third logical phase of development as outlined in **Schedules 5 and 6** of the July 10, 2006 Planning and Development Services planning application report, subject to the following conditions:

#### CITY CONDITIONS:

1. That this approval applies only to the revised draft plan of subdivision prepared by Design Plan Services Inc., Westminister Woods East Subdivision (File 23T-02502 / ZC0214), Drawing Number 0112-81, dated May 11, 2006, including road widenings and reserves and the following red-line amendments:
  - All street names shall be removed from the draft plan.
  - 0.3 metre reserves are required on the Draft Plan along the open sides of Goodwin Drive and Frederick Drive, at the open ends of Colonial Drive and Baxter Drive and between Clair Road & Open Space Block 169.
  - The road widening Blocks 176 and 177 should be removed from the Draft Plan because we will already be receiving these road widenings through the registration of the 61M-Plan for Westminister Woods East Phase 2.

#### Conditions to be met prior to grading and site alteration

2. That prior to any grading or construction on the site, the developer enters into an **Engineering Services Agreement** with the City, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise, to the satisfaction of the City of Guelph.
3. That the developer prepares a **site drainage and grading plan** for the entire subdivision, satisfactory to the City Engineer.
4. That the developer submits a detailed **stormwater management report and plans** to the satisfaction of the City Engineer which show how storm water will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quality in accordance with recognized Best Management Practices and Provincial Guidelines.
5. That the developer completes a **tree inventory and conservation plan** in accordance with the City of Guelph Tree By-law (1986)-12229, satisfactory to the

City Engineer and the Director of Planning and Development Services, prior to any grading or construction on the site. Such report shall also specifically address the preservation of hedgerows and treatment of all woodlands.

6. That the developer agrees to **stabilize all disturbed soil** within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the subdivision agreement on the block/lot so disturbed.
7. That the developer constructs, installs and maintains **erosion and sediment control** facilities, satisfactory to the City Engineer, prior to any grading or construction on the subdivision lands in accordance with a plan that has been submitted to and approved by the City Engineer. Furthermore, the developer shall provide a qualified **Environmental Inspector**, satisfactory to the City Engineer, to inspect the site during all phases of development and construction including grading, servicing and building construction. The Environmental Inspector shall monitor and inspect the erosion and sediment control measures and procedures, and compliance with the Environmental Impact Study and the Environment Implementation Report on a weekly or more frequent basis if required. The Environmental Inspector shall report on their findings to the City on a monthly or more frequent basis.
8. That the Developer shall prepare an **Environmental Implementation Report (EIR)** based on terms of reference approved by the City and Grand River Conservation Authority (GRCA). Such a report will include a monitoring program to assess the performance of the storm water management facilities and a public education program for residents. The Developer shall implement all recommendations of the EIR to the satisfaction of the City and GRCA. Further, the Developer shall address all recommendations by the Environmental Advisory Committee including comments from the Guelph Field Naturalists, to the satisfaction of the City and the GRCA, prior to the registration of the plan.
9. That the developer prepares a **construction traffic access and control plan** for all phases of servicing and building construction to the satisfaction of the City Engineer. Any costs related to the implementation of such a plan shall be borne by the developer. Any repair of damage or maintenance required to surrounding streets as a result of such traffic shall be at the developers cost.
10. That the developer agrees that no work, including, but not limited to tree cutting, grading or filling, will occur on the lands until such time as the developer has obtained **written permission** from the City Engineer or has entered into a Subdivision Agreement with the City.
11. That any **domestic wells and boreholes** drilled for hydrogeological or geotechnical investigations be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the City Engineer.
12. Prior to any development or grading of the site, the developer shall submit to the City, a report indicating how regular **dust suppression** will be accomplished during the construction phase of the subdivision.

### Conditions to be met prior to execution of subdivision agreement

13. The developer agrees that, in the event that development of the property is to be phased, a **phasing plan** must be submitted prior to final approval and registration of the first phase. The phasing plan shall indicate consistency with the approved Development Priorities Plan, the sequence of development, the land areas in hectares, the number of lots and blocks in each phase, the proposed use of each block, the specific lots to be developed, site access to each phase, grading and the construction of public services, all to the satisfaction of the City of Guelph.
14. The Developer shall obtain **written permission from the external land owner** adjacent to Lots 87 to 92, Lot 111 and Block 168 if the proposed grading work will affect the adjacent lands. (Engineering)
15. The Developer shall have **engineering servicing drawings** and **final reports** prepared for the approval of the City Engineer. These drawings must reflect the recommendations of all approved reports and studies prepared in support of this application. Such recommendations will be implemented at the cost of the Developer. (Engineering)
16. The Developer shall submit a final **Geotechnical Report** to the satisfaction of the City Engineer which describes the potential impacts of groundwater and provides recommendations for pavement design and pipe bedding. (Engineering)
17. The Developer shall pay the cost related to the installation of 1 second order, second level **Geodetic Benchmark** in a location within the proposed subdivision to the satisfaction of the City Engineer. (Engineering)
18. The Developer is responsible for the **cost of the design and construction** of all municipal services required to service the lands within and external to the limits of the plan of subdivision including roadworks, and sanitary, storm and water facilities unless otherwise funded under the provisions of the City's Development Charges Bylaw (2004)-17361, as amended, the Local Service Bylaw (1994)-14553, as amended, or a legal and binding agreement with another party. In addition, the Developer will be required to pay the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, stormwater management facilities, watermain and emergency accesses. (Engineering)
19. That the developer is responsible for the total cost of the design and construction of all **roadwork, including sidewalks, boulevards and curbs**, within or surrounding the Plan of Subdivision.
20. That the developer shall pay to the City the cost of any **existing services** within or abutting the proposed subdivision, as determined by the City Engineer.
21. That the developer makes arrangements, satisfactory to the City Engineer, concerning the **scheduling of the development** and the developer's payment of costs for services within the subdivision.

22. That the developer shall carry out an **archaeological assessment** of the subject property and mitigate, through preservation or resource removal, adverse impacts to any significant archaeological resources found. No demolition, grading or any soil disturbances shall take place on the subject property, prior to the issuance of a letter from the Ministry of Citizenship, Culture and Recreation to the City indicating that all archaeological assessment and/or mitigation activities undertaken have met licensing and resource conservation requirements.

#### **Conditions to be met prior to registration**

23. That the developer shall pay any outstanding **debts** owed to the City, prior to the registration of the proposed Plan of Subdivision.

24. That the registration of the plan, or any part thereof, shall require approval of the City with respect to **adequate water supply and sewage treatment capacity** being available, prior to the registration of the plan.

25. That prior to the registration of any phase of the subdivision, **sufficient municipal services** including sanitary sewer, storm sewer and storm water management facilities shall be constructed within the fourth phase of the Westminister (West) Subdivision 23T-98502, to properly service the Westminister East Subdivision, if required, to the satisfaction of the City Engineer.

26. That any **dead ends and open sides of road allowances** created by this Draft Plan, or the phasing thereof, be terminated in 0.3 metre reserves which shall be conveyed to the City.

27. That the **road allowances** included in the Draft Plan and the road widening, shown as Block 201, be dedicated as public highways and that prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria - July 23, 1993" with any exceptions.

28. The Developer agrees to place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and in the City's subdivision agreement to be registered on title (Planning):

- "Purchasers and/or tenants of all lots are advised that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a certified design by a Professional Engineer. Furthermore, all sump pumps must be discharged to the rear yard."
- "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developer for the planting of trees on City boulevards in front of residential units it does not obligate the City nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling."
- "Purchasers and/or tenants of all lots or units are advised that a transit route may be installed on Goodwin Drive, Colonial Drive and Frederick Drive within the subdivision at the discretion of the City. The location of such route and

bus stops will be determined based on the policies and requirements of the City. Such bus stops may be located anywhere along the route, including lot frontages.”

- Purchasers and/or tenants of all lots or units located in the subdivision are to be advised, prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris and construction traffic.
  - “Purchasers and/or tenants of lots or units are advised that the stub roads may be extended at some future date when the adjacent lands are developed”
  - “Purchasers and/or tenants of lots or units are advised that the property boundaries of the park block will be demarcated in accordance with the City of Guelph Property Demarcation Policy. The demarcation may include black vinyl chain link fence and/or living fence with property demarcation markers.”
29. That any lots or blocks to be identified by the City, shall be deeded to the City and held until specific roads in the plan can be constructed and extended beyond the **terminus of the road** as shown on the Draft Plan, or it is demonstrated that the lots can be graded to final elevations to the satisfaction of the City Engineer.
30. The developer shall notify all prospective purchasers and homeowners of any lots in the subdivision with frontage or flankage along roads proposed as transit routes, that these streets may be used as part of a **transit route** to provide public transit service through the subdivision.
31. The developer shall pay to the City the cost of installing **bus stop pads** in the subdivision at the locations to be determined by Guelph Transit, prior to the registration of the plan.
32. The developer shall notify all prospective purchasers and homeowners of lots or blocks adjacent to Clair Road, that Clair Road East may be used as a permitted **truck route**.
33. The developer shall build all streets proposed as a transit route with a roadway having a **minimum pavement width** of 10 metres and sidewalks on both sides of these streets to the satisfaction of the City.
34. That the developer makes all necessary arrangements to have all lands required by the City for **stormwater management facilities** deeded to the City including any lands outside of the plan of subdivision. Furthermore, the developer shall demarcate and fence (living and/or chain link), the boundaries of all lands conveyed to the City in accordance with the policies of the City.
35. That the developer shall **erect signs** at all entrances to the subdivision advising that the storm sewer system has been designed and constructed using the principles of storm water detention. The exact wording and size of the sign and lettering is to be provided by the City.

36. If required by the City, the developer shall notify all purchasers that **sump pumps** will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the developer shall ensure that all sump pumps are discharged to the storm sewer and the developer shall notify all purchasers that the discharge shall be to the storm sewer.
37. That the developer pays the cost of erecting **street name and traffic control signs and traffic signals** in the subdivision, to the satisfaction of the City.
38. That the developer pays to the City the flat rate charge established by the City per metre of road frontage to be applied to **tree planting** within the proposed subdivision.
39. That all **easements, blocks and rights-of-way** required within or adjacent to the proposed subdivision be granted to the satisfaction of the City, Guelph Hydro Electric Systems Inc. and other Guelph utilities.
40. That **street lighting and underground wiring** shall be provided throughout the subdivision at the developer's expense and in accordance with the policies of the City and Guelph Hydro Electric Systems Inc.
41. That the developer shall notify all prospective purchasers and homeowners that **on-street parking measures** will be implemented in the subdivision. Further, the developer shall provide an **on-street parking plan** to the satisfaction of the City Engineer, prior to the registration of the proposed plan of subdivision.
42. The developer shall provide a **traffic management plan** for the subdivision plan, to the satisfaction of the City Engineer, prior to the registration of the proposed plan of subdivision.
43. That the developer shall pay **development charges** to the City in accordance with By-law Number (2004)-17361, as amended from time to time, or any successor thereof, and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and The Wellington Catholic District School Board, as amended from time to time, or any successor by-laws thereto, prior to the issuance of a building permit, at the rates in effect at the time of the issuance of a building permit.
44. That the developer shall at its expense implement and address all recommendations contained in the latest **Environmental Impact Study** that has been approved by the City and the developer shall address each recommendation to the satisfaction of the Grand River Conservation Authority and the City.
45. That the developer shall erect **signs at the entrances to the subdivision** showing the proposed land uses and zoning of all lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the zoning of all lands abutting the subdivision, inquiries should be directed to the Planning Division, City Hall".

46. That the developer shall dedicate to the City Block 174 for **Park** purposes, in accordance with the provisions of City of Guelph By-law (1989)-13410 as amended by By-law (1990)-13545, or any successor thereof. These lands shall be ultimately **dedicated to the City** and be free of any encumbrance and in a form that is satisfactory to the City Solicitor and the developer shall pay the cost of all demarcation of these lands, as required by the City. Furthermore, the developer shall demarcate, grade, drain, landscape and fence (living and or chain link) the boundaries of all lands conveyed to the City in accordance with the policies of the City.
47. The developer shall meet all conditions of the **Noise Assessment Report** and shall implement all conditions and recommendations to the satisfaction of the City, prior to the registration of each phase of the subdivision.
48. The Developer shall **locate and construct all driveways** accessing municipal streets to the satisfaction of the City Engineer. (Engineering)
49. The Developer shall provide the Director of Planning and Development Services with a **digital file** in either AutoCAD - DWG format or DXF format containing the following final approved information: parcel fabric, street network, grades/contours and landscaping of the park and open space blocks. (Planning)
50. The developer shall meet all conditions of the **Traffic Study Report** and shall implement all conditions and recommendations to the satisfaction of the City, prior to the registration of each phase of the subdivision.
51. Prior to the registration of the subdivision plan or any part thereof, the developer shall pay to the City, the City's total cost of reproduction and distribution of the **Guelph Residents' Environmental Handbook**, to all future homeowners or households within the plan, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City.

#### **Conditions to be met prior to granting of site plan approval**

52. That site plans for all **corner building lots**, as determined by the City Engineer, shall be submitted to the City Engineer for approval of driveway location.

#### **Conditions to be met prior to issuance of a building permit**

53. The developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official **certifying all fill** placed below proposed building locations. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
54. The developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of **soil gases** (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.

55. Block 175 is indicated as 'future development' and is withheld from development until such time as it is combined with the adjacent lands to the satisfaction of the Director of Planning and Development Services.
56. Prior to the release of building permits for any Phase containing a Park, the developer shall demarcate the boundary of the Park Block(s) in accordance with the "City of Guelph **Property Demarcation Policy**". This shall include submitting drawings for approval, identifying the concrete markers and living fences, to the satisfaction of the Commissioner of Community Services. The developer shall be responsible for the cost of design and development of the living fence and property demarcation for the Park Blocks.
57. Prior to the release of building permits for any Phase containing a Park, the developer shall be responsible for the cost and development of the "**Basic Park Development**" as per the City of Guelph Recreation and Parks Division's "Specifications for Parkland Development", which includes clearing, grubbing, top-soiling, grading and sodding to the satisfaction of the Director of Community Services. The developer shall provide the City with cash or letter of credit to cover the City's estimate for the cost of the 'basic' parkland improvements and works for the Park Block to the satisfaction of the Director of Community Services.
58. Prior to the registration of any portion of the subdivision, the developer shall at its expense, **erect signage** at each entrance to the subdivision advising potential homeowners of the developers intention to introduce a higher level of maintenance for certain enhanced landscape features throughout the subdivision through the establishment of common elements condominiums and each new homeowner would be expected to become a member of the condominium corporation (s), which would be financially responsible for the maintenance of these features.
59. Prior to the issuance of a building permit with respect to any portion of the subdivision, the developer shall make application to the City for a **Draft Plan of Condominium Exemption** to establish the required Common Elements Condominiums in order that the landscape features will be properly managed, financially administered and maintained in the manner set out by the developer, such that there will be no extra/unusual cost to the City of Guelph on account thereof, and further, that such applications are to the satisfaction of the City and approved prior to any transfer of title to homebuyers of any homes intended to be members of the Common Element Condominium.
60. Prior to the registration of the plan, the developer shall submit details to the City regarding the provision of **signage erected** throughout the subdivision, which shall advise homeowners and the general public of the ownership of particular blocks and features in the plan and the method by which the features are maintained and by whom.
61. Prior to the registration of any portion of the subdivision containing enhanced landscape features, the developer or their agent shall apply to the City for a license to maintain certain enhanced landscape features on behalf of the Common Element Condominium to be subsequently created and to be responsible for the maintenance of the enhanced landscape features which will be in City ownership,



at a higher level of maintenance than is normally provided by the City, and such **license agreement** shall be to the satisfaction of the City and without limitations, shall include insurance and indemnity clauses which are satisfactory to the City.

62. Prior to the issuance of a building permit with respect to any portion of the subdivision and prior to the registration of the common elements condominiums, the developer shall enter into an agreement with the City whereby the developer agrees to meet any **restrictions or requirements of the City** regarding the details of the common element condominiums, and this agreement shall be registered on the title to the lands which are described in the condominiums as common elements, to the satisfaction of the City.
63. That the developer shall advise all homeowners and condominium corporation members that the services that they are paying for through the **common element condominiums** are above and beyond the services normally provided by the City and that the condominium related expenses are in addition to any property taxes paid to the municipality.

#### **AGENCY CONDITIONS:**

64. The developer agrees to meet all requirements of **Guelph Hydro Electric Systems Inc.** including the relocation of existing hydro services and the installation of new hydro services and shall enter into any agreements required by Guelph Hydro Electric Systems Inc. in order to fully service the said lands with hydro facilities to the satisfaction of Guelph Hydro Electric Systems Inc., prior to the registration of the plan.
65. That all telephone service and cable TV service in the plan shall be underground and the developer shall enter into a Servicing Agreement with **Bell Canada** providing for the installation of underground telephone service prior to registration of the Plan of Subdivision.
66. That the developer agrees to provide the **Upper Grand District School Board** with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.
67. That the developer and the **Upper Grand District School Board** shall reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to Upper Grand District School Board specifications) affixed to the permanent development sign advising perspective residents that students may be directed to schools outside the neighbourhood.
68. That the developer agrees in the subdivision agreement to **advise all purchasers** of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
- *"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area,*

*you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside the area, and further, that students may in future have to be transferred to another school."*

69. That the developer and the **Wellington Catholic District School Board** reach an agreement regarding the supply and erection of signage, at the developer's expense, affixed to the subdivision sign advising potential Separate School supporters of the location of schools serving the area and the current practice of busing students outside the immediate area should school in the area be at capacity.
70. The developer shall satisfy all requirements and conditions of **Canada Post** including advisories and suitable mailbox locations.
71. That prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents shall submit the following plans and reports to the satisfaction and approval of the **Grand River Conservation Authority**:
  - A detailed storm water management report and plans in accordance with the Ministry of Environment and Energy Report entitled, Stormwater Management Practices Planning and Design Manual, 2003. This report should include geotechnical information addressing the infiltration potential of the site. In addition, a storm servicing plan for the site should be included.
  - A Lot Grading and Drainage Control Plan showing the limits of all grading, including existing and proposed grades including a Tree Conservation Plan.
  - An erosion and sediment control plan and plan in accordance with the Grand River Conservation Authority's Guidelines on Erosion and Sediment Control for construction sites, including the means whereby erosion will be minimized and sediment maintained on site throughout all phases of grading and construction, including a monitoring and maintenance plan.
  - A Fill, Construction and Alteration to Waterways Permit for work within the Torrance Creek Scheduled Area.
72. That the subdivision agreement between the owners and the municipality contain provisions for the **completion and maintenance of the works** in accordance with the approved plans and reports, to the satisfaction of the GRCA.
73. That the developer enters into an **Engineering Services Agreement** with the City and a **Subdivision Agreement** with the City registered on title, satisfactory to the City Solicitor that covers the conditions of approval.
74. Draft Plan Approval of the Westminister East Subdivision shall lapse at the expiration of **3 years** from the date of issuance of Draft Plan Approval.
75. That prior to the registration of all, or any portion of, the plan, **Guelph Hydro Electric Systems Inc.** shall advise the City in writing, how condition 64 has been satisfied.

76. That prior to the registration of all, or any portion of, the plan, **Bell Canada** shall advise the City in writing, how condition 65 has been satisfied.
77. That prior to the registration of all, or any portion of, the plan, the **Upper Grand District School Board** shall advise the City in writing, how conditions 66 to 68 have been satisfied.
78. That prior to the registration of all, or any portion of, the plan, the **Wellington Catholic District School Board** shall advise the City in writing, how conditions 66 to 69 have been satisfied.
79. That prior to the registration of all, or any portion of the plan, the **Canada Post** shall advise the City in writing, how condition 70 has been satisfied.
80. That prior to the registration of all, or any portion of the plan, the **Grand River Conservation Authority** shall advise the City in writing, how conditions 71 and 72 have been satisfied."

AND

"THAT the proposed rezoning of the lands be approved and City Staff be instructed to prepare the necessary amendment to Zoning By-law Number (1994)-14864, as amended, to rezone the subject lands as follows:

LOTS/BLOCKS	LAND USE	ZONING
Lots 1 to 36, 59-111, 141-159	Single Detached Residential Min. Front Yard 9m	R.1D
Lots 37-58	Single Detached Residential Min. Front Yard 12m (Coach house regulations)	Specialized R.1C- ?  (See details following)
Lots 112-125, 137-140	Single Detached Residential Side Yard of 1.2m	R.1B-24
Lots 126-136	Single Detached Residential Min. Front Yard 12 m	R.1C
Blocks 160-168	On-Street Townhouses 50% lot coverage 50% of lot width for driveway	R.3B-7
Blocks 169-173	Landscape Features	Adjacent zoning
Block 174	Park	P.2
Block 175	Future Development	
Blocks 176-177	Road Widening	

Note: The proposed zoning needs to accommodate the rear yard infiltration galleries as was done for the previous phases of Westminster Woods West Subdivision.

## **PROPOSED SPECIALIZED R.1C-? ZONE TO PERMIT ACCESSORY APARTMENT TO BE LOCATED OVER A DETACHED GARAGE**

Attached are the changes that will be required to permit an accessory apartment to be located above the garage that will be located in the Rear Yard of the lots along Street A.

The zone change will seek a Specialized R.1C Zone (12m frontage lots) with the following exceptions or additions:

### **5.1.1 PERMITTED USES**

The following are permitted *Uses* within the R.1A, R.1B, R.1C, and R.1D Zones:

- **Single Detached Dwelling**
- **Accessory Apartment** in accordance with Section 4.15.1
- **Bed and Breakfast** establishment in accordance with Section 4.27
- **Day Care Centre** in accordance with Section 4.26
- **Group Home** in accordance with Section 4.25
- **Home Occupation** in accordance with Section 4.19
- **Lodging Houses** in accordance with Section 4.25

An accessory apartment is recognized as a permitted use within the R.1C Zone – specify that a coach house or accessory apartment above a freestanding garage is a permitted use.

### **Regulations**

#### **Section 4.5 Accessory Building**

- 4.5.1. Not In Front or Exterior Side Yard:  
Since the lots along Street A are actually "through" lots, an explanation needs to be contained in the by-law that identifies Street A frontage as the "Front Yard" and the other frontage on the internal local street to be the "Rear Yard".
- 4.5.1.1. Not more than 30% of lot is occupied:  
With the house and garage (Coach house), the total area occupied will be 41%
- 4.5.2.1.1.1 Accessory building shall not exceed 3.6 m in height:  
Garage (coach house) will be two storeys in height with apartment occupying the second storey.
- 4.5.3. Accessory building shall not be used for human habitation:  
Accessory apartment for human habitation
- 4.5.4. Not more than 10% coverage, including pool:  
Not more than 15% coverage

#### 4.6.2 General Sight Lines

- 4.6.2.2 Within any part of a sight line triangle at vehicular access area no Building, Structure, play equipment, statue or parked motor Vehicle shall be located:  
Require general exemption to this regulation as illustrated on sketch

#### 4.13 Off-Street Parking

- 4.13.2.1: In a R.1, R.2 or R.3B Zone, every Parking Space shall be located a minimum distance of 6 metres from the Street Line and to the rear of the front wall of the main Building or Structure:  
Require reduction to 0.6 metres if located within a garage

#### 4.15 Residential Intensification

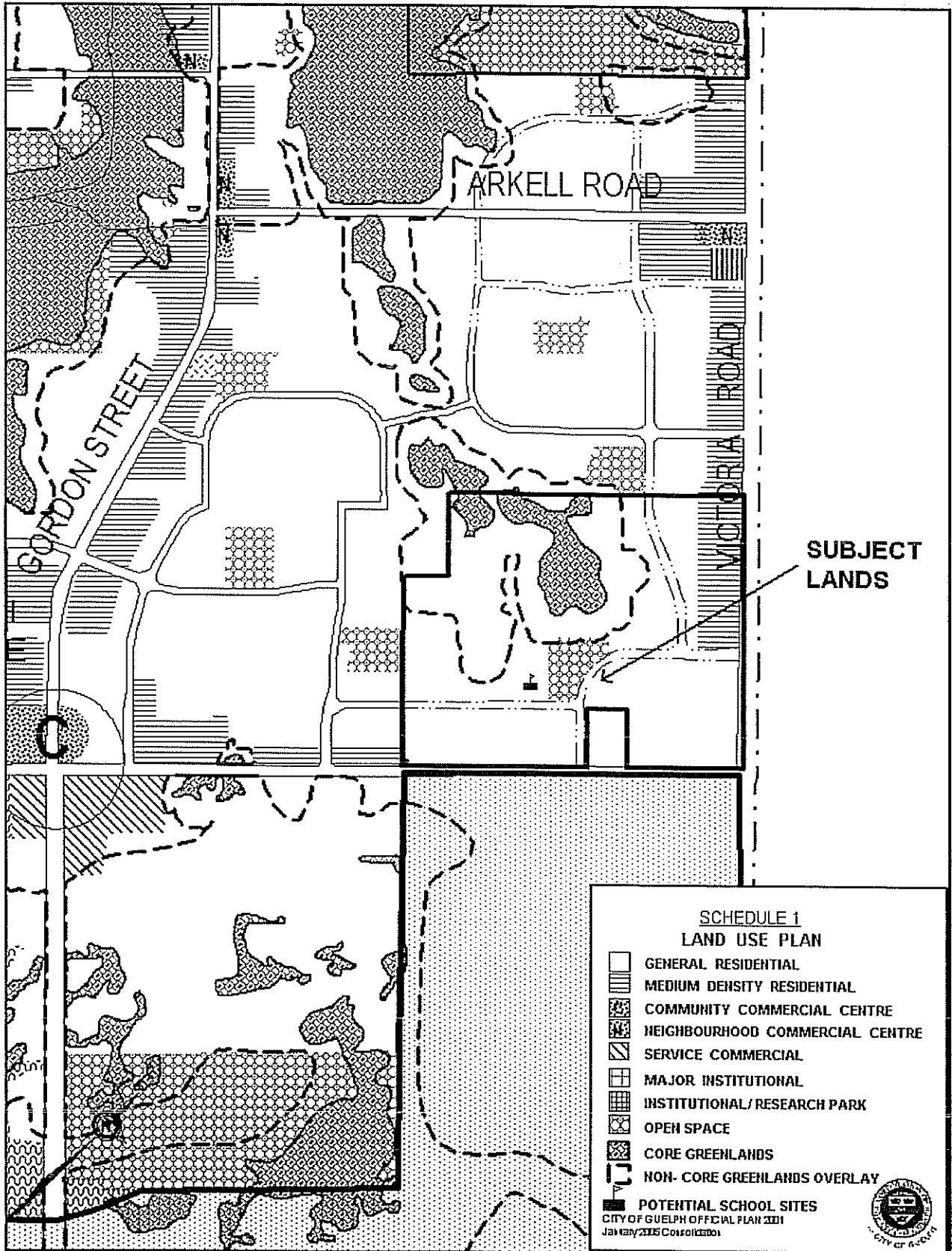
- 4.15.1.2 An Accessory Apartment shall only be permitted within a Single-Detached Dwelling or Semi-Detached Dwelling:  
An Accessory apartment will be permitted within a garage (coach house)
- 4.15.1.5 The Accessory Apartment shall not exceed 45% of the total Floor Area of the Building and shall not exceed a maximum of 100 square metres in Floor Area, whichever is lesser:  
An accessory apartment may occupy the entire 2nd floor of the garage (coach house)
- 4.15.1.6 Interior access is required between floor levels and between the Accessory Apartment and the host Dwelling Unit:  
No access between accessory apartment and host unit is required where the accessory apartment is located within the garage (coach house)

#### TABLE 5.1.2 - REGULATIONS GOVERNING R.1 ZONES

Minimum Front Yard 6 metres and in accordance with Sections 4.6, 4.24, 5.1.2.3, 5.1.2.4 and 5.1.2.7:

Dwelling unit has setback of 4.5 m with no vehicular access to street and garage (coach house) setback of 0.6 metres street line.”

**SCHEDULE 3  
EXISTING OFFICIAL PLAN LAND USE DESIGNATIONS AND POLICY**



## SCHEDULE 3

### EXISTING OFFICIAL PLAN LAND USE DESIGNATIONS AND POLICY

#### The Guelph Official Plan

The Phase 3 proposal conforms to the goals and objectives of the Guelph Official Plan. Several sections of the Plan considered during the application review include:

**Section 2.3 Major Goals #4** (*directing development to areas where municipal services and related physical infrastructure are most readily or can be made available, considering existing land uses, natural heritage features, development constraints and development costs...*) is being met through the approval of Phase 3. Many conditions in **Schedule 2** will ensure these goals are met.

**Goal #6** (*ensuring development in established areas is done in a manner that is sympathetic and compatible with the built form of existing land uses*) is addressed by introducing a subdivision that 'will fit' the subject lands with no detrimental impact on adjoining land uses.

**Goal #11 and #12** (*respecting and encouraging the protection and enhancement of the natural environment...*) is addressed through the dedication of Blocks for wildlife corridor, wetlands, open space and conservation lands within Phase 2. Public Education of the significance of the natural heritage features in the neighbourhood will be considered in the proposed EIR (Condition 8 in Schedule 2).

**Section 3.3 Urban Form Policies a) - compatible intensification, d) – efficient use of municipal services, and g) – providing a range of housing types** are supported through the subdivision proposal.

**Section 3.5.9 (archaeological resources)** has been addressed to the Province's satisfaction (See Condition 22).

**Section 6.3 (Environmental Impact Studies)** has been supported through the submission and approval of the EIS, accepted by the City including EAC and the GRCA (See Conditions 7, 8 and 44).

**Section 6.8 Forestry Resources** has been supported through the protection of the woodlands and the select preservation of hedgerows (See Condition 5).

**Section 6.9 (Environmental Corridors & Ecological Linkages)** has been supported through the strategic location of the parklands, wildlife corridor and open space in Phase 2).

**Section 7.2 Residential e) – ensuring municipal services and related physical infrastructure** are supported through the subdivision proposal (See Conditions 18, 24 and 25).

**Section 7.2.2** encourages the provision of *affordable housing* through the introduction of on-street townhouse dwelling units in the plan. Future phases of the plan will contain semi-detached, cluster townhouse and apartment dwellings (See **Schedule 4**).

The proposal also meets many of the guiding principles of the **South Gordon Community Plan**. Key principles of the Community Plan that are reflected in the proposal are highlighted below:

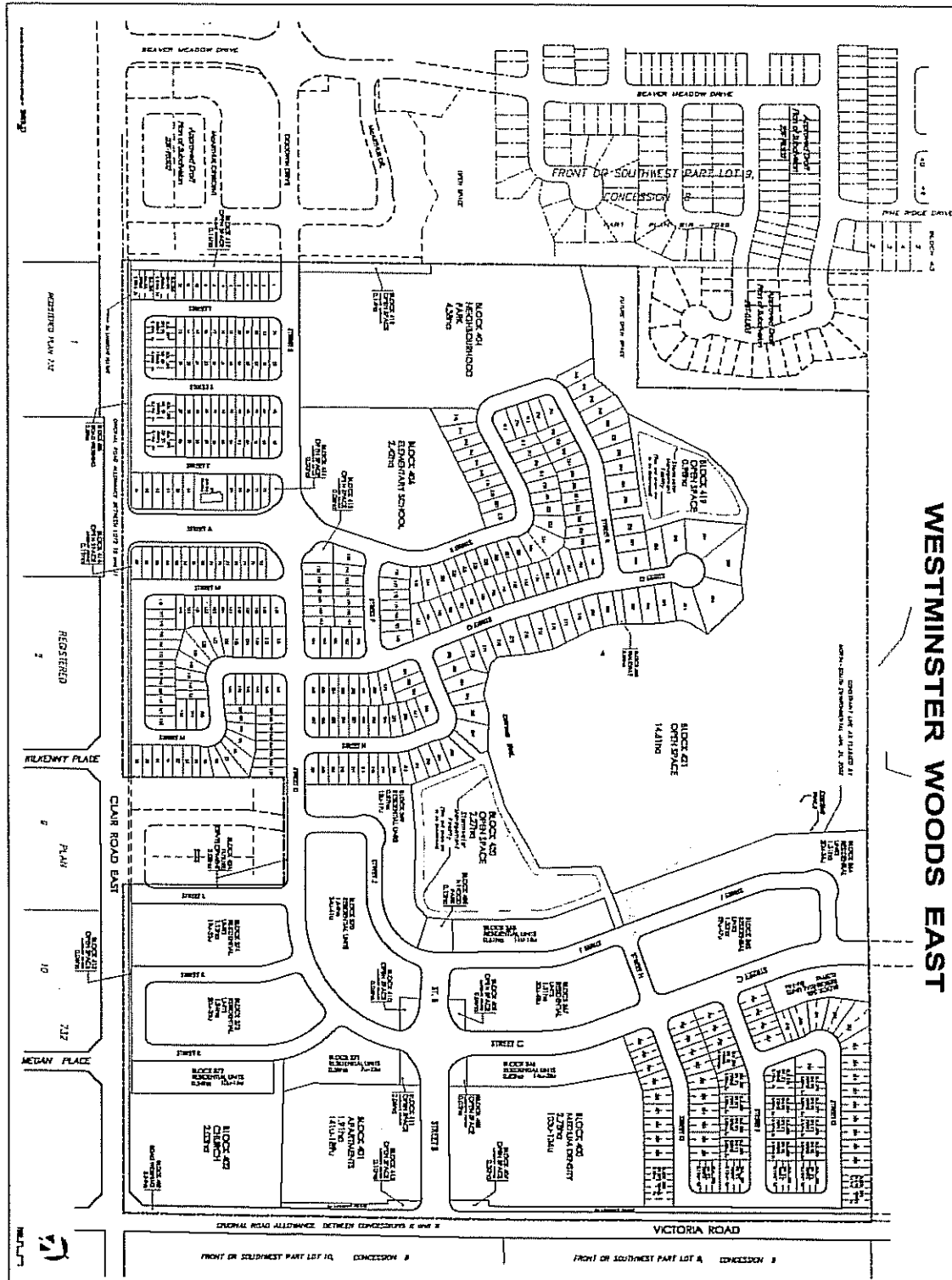
- Provide a balanced and integrated mixture of complementary land uses in convenient locations to meet the daily needs of community residents;
- Utilize the neighbourhood planning principle which provides a diversity of choices and opportunities for residents to live, learn, work, shop, play, recreate, gather and worship within the community.
- Maximize opportunities for the integration of different housing forms, tenure and price suitable for individuals of all ages, household types and income levels within the community.
- Promote sustainability by encouraging compact urban patterns and multiple residential building types which conserve energy, water and other resources.
- Neighbourhoods should be connected to each other and to the rest of the City by roads, pedestrian paths, bicycle linkages and transit routes to create a more accessible, convenient, safe and energy efficient environment.

The proposed Westminister East development will ultimately meet the Community Plan's target of providing approximately 40% of new residential units as multiple residential building types. This range meets a variety of housing needs and provides a compact development pattern that is supportive of public transit and the efficient use of municipal infrastructure.



# SCHEDULE 4

## ORIGINAL WESTMINSTER WOODS EAST 2002 SUBDIVISION SUBMISSION



**WESTMINSTER WOODS EAST**

**REVERSED DEED PLAN OF REVERSED SUBDIVISION PART BLOCK A, 10, CON. 8 CITY OF GUELPH COUNTY OF WESTMINSTER**

**AREA TABLE**

DESCRIPTION	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	1,234,567	28.3
LOT 2	1,234,567	28.3
LOT 3	1,234,567	28.3
LOT 4	1,234,567	28.3
LOT 5	1,234,567	28.3
LOT 6	1,234,567	28.3
LOT 7	1,234,567	28.3
LOT 8	1,234,567	28.3
LOT 9	1,234,567	28.3
LOT 10	1,234,567	28.3
LOT 11	1,234,567	28.3
LOT 12	1,234,567	28.3
LOT 13	1,234,567	28.3
LOT 14	1,234,567	28.3
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LOT 24	1,234,567	28.3
LOT 25	1,234,567	28.3
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LOT 91	1,234,567	28.3
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LOT 94	1,234,567	28.3
LOT 95	1,234,567	28.3
LOT 96	1,234,567	28.3
LOT 97	1,234,567	28.3
LOT 98	1,234,567	28.3
LOT 99	1,234,567	28.3
LOT 100	1,234,567	28.3

**NOTES:**

- The area shown on this plan is the area of the land as shown on the original plan of subdivision.
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**LEGEND:**

- Proposed boundary line
- Proposed easement
- Proposed right-of-way
- Proposed utility easement
- Proposed driveway
- Proposed parking area
- Proposed amenity area
- Proposed amenity building
- Proposed amenity structure
- Proposed amenity structure foundation
- Proposed amenity structure roof
- Proposed amenity structure walls
- Proposed amenity structure floor
- Proposed amenity structure ceiling
- Proposed amenity structure interior
- Proposed amenity structure exterior
- Proposed amenity structure foundation
- Proposed amenity structure roof
- Proposed amenity structure walls
- Proposed amenity structure floor
- Proposed amenity structure ceiling
- Proposed amenity structure interior
- Proposed amenity structure exterior

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	2002-01-01	Original Submission
2	2002-02-01	Revised Submission
3	2002-03-01	Final Submission

**APPROVED:**

**FOR THE CITY OF GUELPH:**

**FOR THE COUNTY OF WESTMINSTER:**

**FOR THE SUBDIVIDER:**

## SCHEDULE 4

### ORIGINAL WESTMINISTER WOODS EAST 2002 SUBDIVISION SUBMISSION

#### AREA TABLE

RESIDENTIAL \ SEMI-DETACHED LOTS	LOTS 1-358	16.31 ha
RESIDENTIAL UNITS	BLOCKS 359-370	11.45
ON STREET TOWNHOUSES	BLOCKS 371-395	2.35
MEDIUM DENSITY	BLOCK 396	2.78
APARTMENTS	BLOCK 397	1.91
CHURCH	BLOCK 398	2.03
WALKWAY	BLOCK 399	0.04
NEIGHBOURHOOD PARK	BLOCK 400	4.71
ELEMENTARY SCHOOL	BLOCK 401	2.42
OPEN SPACE		
LANDSCAPE FEATURE	BLOCKS 402-412	1.29
STORMWATER MANAGEMENT	BLKS. 413&414	3.36
WETLAND & BUFFER	BLOCK 415	14.61
ROAD WIDENING	BLOCKS 418 & 417	1.13
FUTURE DEVELOPMENT	BLOCK 418	0.08
ROADS		13.09 ±
TOTAL		77.56 ha±

#### ROADS

30.0m <sup>(98')</sup> R.O.W.	345 m	
26.0m <sup>(85')</sup> R.O.W.	460	
20.0m <sup>(66')</sup> R.O.W.	835	
17.0m <sup>(56')</sup> R.O.W.	4,535	
15.0m <sup>(49')</sup> R.O.W.	560	
TOTAL		6,735 m

*Roadway lengths indicated refer to Right of Way lengths, not centreline lengths.*

#### UNIT COUNT

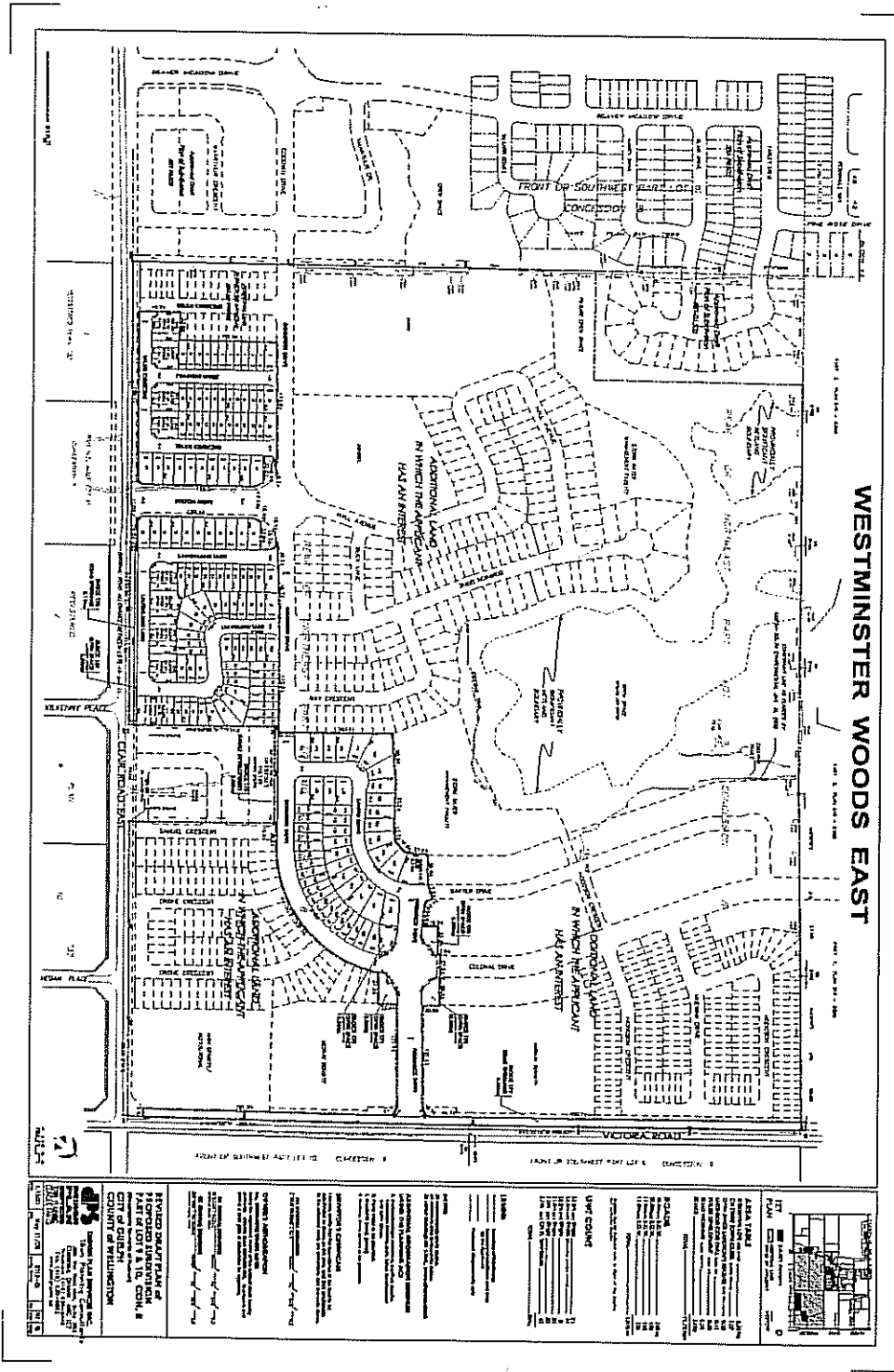
	RANGE OF UNITS	
22.9m <sup>(75')</sup> Single	6U	
18.3m <sup>(60')</sup> Single	9	
15.3m <sup>(50')</sup> Single	30	
12.2m <sup>(40')</sup> Single	69	
11.0m <sup>(36')</sup> Single	84	
9.2m <sup>(30')</sup> Single	119	
7.5m <sup>(25')</sup> Semi-Detached	82	
6.7m <sup>(22')</sup> On St. Townhouse	91	
RESIDENTIAL UNITS	205 - 338	
MEDIUM DENSITY	103 - 136	
APARTMENTS	141 - 189	
TOTAL		939 - 1,153U

*A Great P*



# SCHEDULE 5

## PHASE 3 SUBDIVISION PROPOSAL



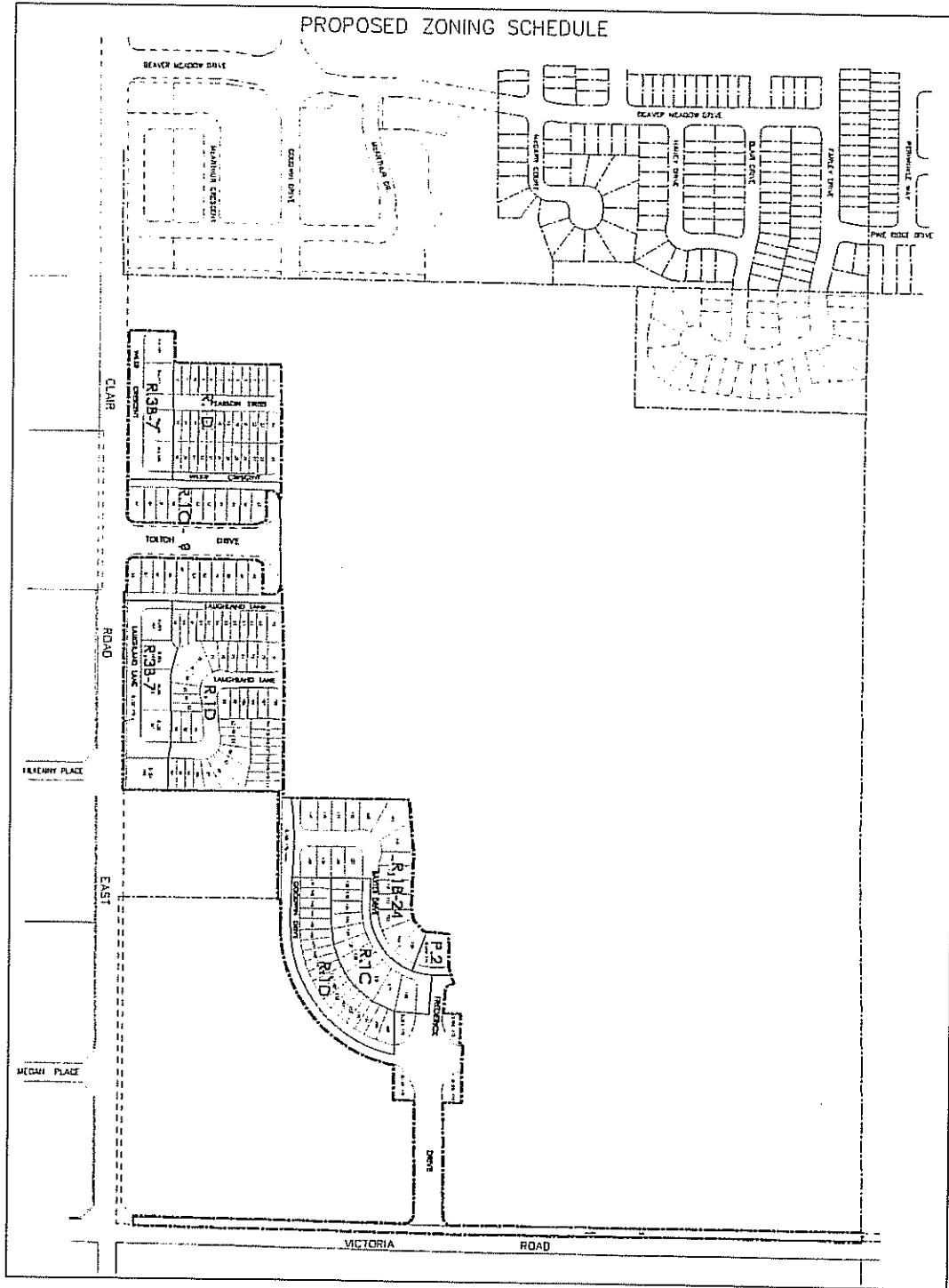
## SCHEDULE 5

### PHASE 3 SUBDIVISION PROPOSAL

LOTS/BLOCKS	LAND USE	ZONING
Lots 1 to 36, 59-111, 141-159	Single Detached Residential Min. Front Yard 9m	R.1D
Lots 37-58	Single Detached Residential Min. Front Yard 12m (Coach house regulations)	Specialized R.1C-?  (See details following)
Lots 112-125, 137-140	Single Detached Residential Side Yard of 1.2m	R.1B-24
Lots 126-136	Single Detached Residential Min. Front Yard 12 m	R.1C
Blocks 160-168	On-Street Townhouses 50% lot coverage 50% of lot width for driveway	R.3B-7
Blocks 169-173	Landscape Features	Adjacent zoning
Block 174	Park	P.2
Block 175	Future Development	
Blocks 176-177	Road Widenings	

# SCHEDULE 6

## PHASE 3 REZONING PROPOSAL



## SCHEDULE 6

### PHASE 3 REZONING PROPOSAL

A highlight of the residential zoning standards from the City of Guelph Zoning By-law are as follows:

Zoning	Minimum Lot Area (sq.m.)	Minimum Frontage (metres)
R.1B	460m <sup>2</sup>	15M.
R.1C	370m <sup>2</sup>	12M.
R.1D	275m <sup>2</sup>	9M.
R.3B	180m <sup>2</sup>	6M

#### PROPOSED SPECIALIZED R.1C-? ZONE TO PERMIT ACCESSORY APARTMENT TO BE LOCATED OVER A DETACHED GARAGE

Attached are the changes that will be required to permit an accessory apartment to be located above the garage that will be located in the Rear Yard of the lots along Street A.

The zone change will seek a Specialized R.1C Zone (12m frontage lots) with the following exceptions or additions:

##### 5.1.1 PERMITTED USES

The following are permitted *Uses* within the R.1A, R.1B, R.1C, and R.1D *Zones*:

- ***Single Detached Dwelling***
- ***Accessory Apartment*** in accordance with Section 4.15.1
- ***Bed and Breakfast*** establishment in accordance with Section 4.27
- ***Day Care Centre*** in accordance with Section 4.26
- ***Group Home*** in accordance with Section 4.25
- ***Home Occupation*** in accordance with Section 4.19
- ***Lodging Houses*** in accordance with Section 4.25

An accessory apartment is recognized as a permitted use within the R.1C Zone – specify that a coach house or accessory apartment above a freestanding garage is a permitted use.

## Regulations

### Section 4.5 Accessory Building

- 4.5.1. Not In Front or Exterior Side Yard:  
Since the lots along Street A are actually “through” lots, an explanation needs to be contained in the by-law that identifies Street A frontage as the “Front Yard” and the other frontage on the internal local street to be the “Rear Yard”.
- 4.5.1.2. Not more than 30% of lot is occupied:  
With the house and garage (Coach house), the total area occupied will be 41%
- 4.5.2.1.2 Accessory building shall not exceed 3.6 m in height:  
Garage (coach house) will be two storeys in height with apartment occupying the second storey.
- 4.5.3. Accessory building shall not be used for human habitation:  
Accessory apartment for human habitation
- 4.5.4. Not more than 10% coverage, including pool:  
Not more than 15% coverage

### 4.6.2 General Sight Lines

- 4.6.2.2 Within any part of a sight line triangle at vehicular access area no Building, Structure, play equipment, statue or parked motor Vehicle shall be located:  
Require general exemption to this regulation as illustrated on sketch

### 4.13 Off-Street Parking

- 4.13.2.1: In a R.1, R.2 or R.3B Zone, every Parking Space shall be located a minimum distance of 6 metres from the Street Line and to the rear of the front wall of the main Building or Structure:  
Require reduction to 0.6 metres if located within a garage

### 4.15 Residential Intensification

- 4.15.1.2 An Accessory Apartment shall only be permitted within a Single-Detached Dwelling or Semi-Detached Dwelling:  
An Accessory apartment will be permitted within a garage (coach house)



4.15.1.5 The Accessory Apartment shall not exceed 45% of the total Floor Area of the Building and shall not exceed a maximum of 100 square metres in Floor Area, whichever is lesser:

An accessory apartment may occupy the entire 2nd floor of the garage (coach house)

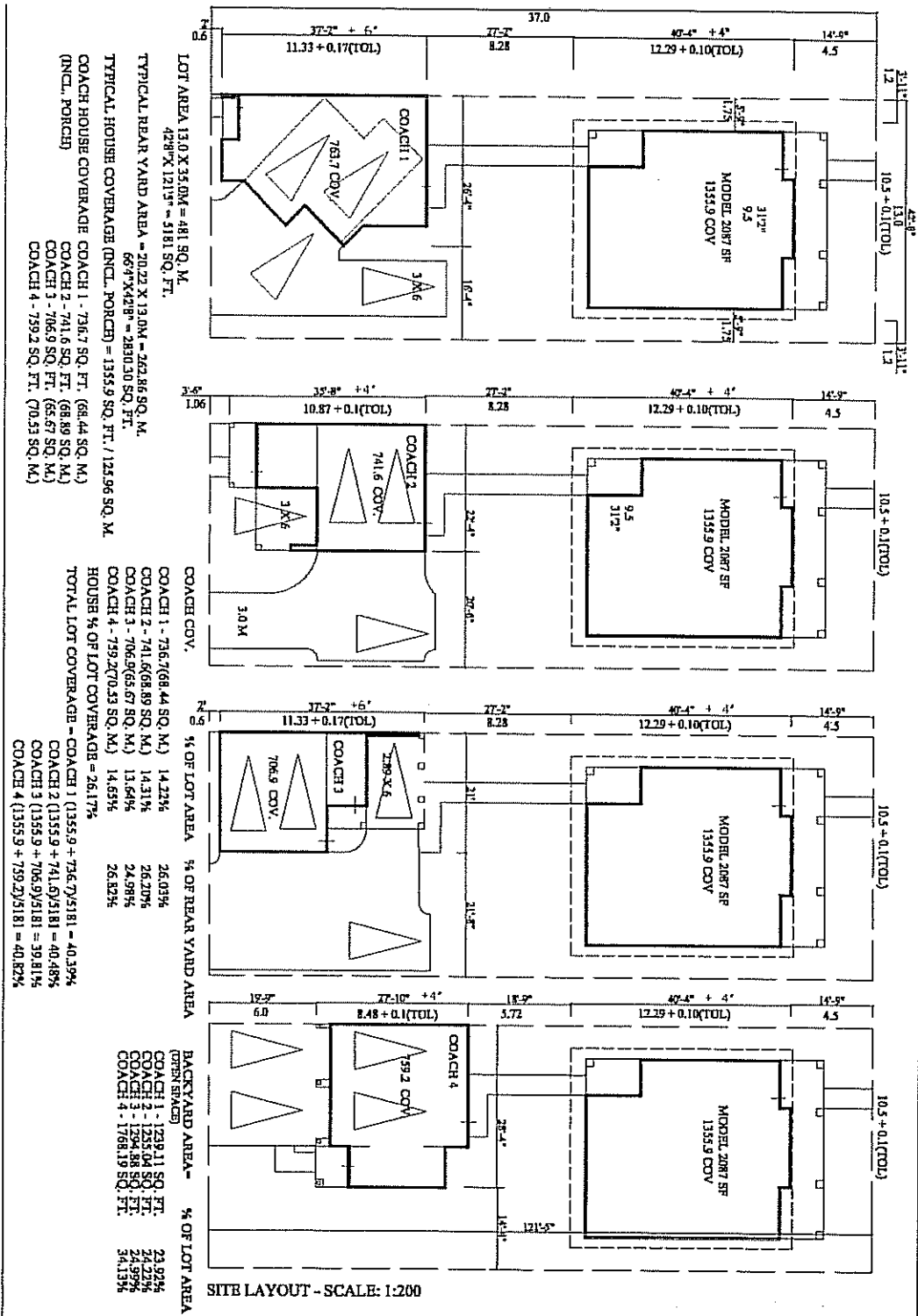
4.15.1.6 Interior access is required between floor levels and between the Accessory Apartment and the host Dwelling Unit:  
No access between accessory apartment and host unit is required where the accessory apartment is located within the garage (coach house)

**TABLE 5.1.2 - REGULATIONS GOVERNING R.1 ZONES**

Minimum Front Yard 6 metres and in accordance with Sections 4.6, 4.24, 5.1.2.3, 5.1.2.4 and 5.1.2.7:

Dwelling unit has setback of 4.5 m with no vehicular access to street and garage (coach house) setback of 0.6 metres street line.

# SCHEDULE 6 PROPOSED SPECIALIZED R.1C-? ZONE TO PERMIT ACCESSORY APARTMENT TO BE LOCATED OVER A DETACHED GARAGE SITE PLAN CONCEPTS



LOT AREA 130.0 X 35.0M = 481.00 M.  
 428'8" X 121'3" = 5181 SQ. FT.  
 TYPICAL REAR YARD AREA = 20.22 X 13.0M = 262.86 SQ. M.  
 66.9' X 42.8' = 2830.30 SQ. FT.  
 TYPICAL HOUSE COVERAGE (INCL. PORCH) = 1355.9 SQ. FT. / 125.96 SQ. M.  
 COACH HOUSE COVERAGE (INCL. PORCH) = 1355.9 SQ. FT. (68.44 SQ. M.)  
 COACH 2 - 741.6 SQ. FT. (68.89 SQ. M.)  
 COACH 3 - 706.9 SQ. FT. (65.67 SQ. M.)  
 COACH 4 - 759.2 SQ. FT. (70.53 SQ. M.)

COACH COV.  
 COACH 1 - 736.7 (68.44 SQ. M.) 14.27%  
 COACH 2 - 741.6 (68.89 SQ. M.) 14.31%  
 COACH 3 - 706.9 (65.67 SQ. M.) 13.65%  
 COACH 4 - 759.2 (70.53 SQ. M.) 14.55%  
 HOUSE % OF LOT COVERAGE = 26.17%  
 TOTAL LOT COVERAGE = COACH 1 (1355.9 + 736.7) / 5181 = 40.39%  
 COACH 2 (1355.9 + 741.6) / 5181 = 40.48%  
 COACH 3 (1355.9 + 706.9) / 5181 = 39.81%  
 COACH 4 (1355.9 + 759.2) / 5181 = 40.82%

BACKYARD AREA - (OPEN SPACE)  
 COACH 1 - 1239.11 SQ. FT.  
 COACH 2 - 1235.04 SQ. FT.  
 COACH 3 - 1294.88 SQ. FT.  
 COACH 4 - 1768.19 SQ. FT.  
 % OF LOT AREA  
 23.92%  
 24.22%  
 24.99%  
 34.13%

SITE LAYOUT - SCALE: 1:200

PREPARED BY: REID'S HERITAGE HOMES LTD.

DESIGNED BY: REID'S HERITAGE HOMES LTD.

DATE: 05-2023

SCALE: 1:200

PROJECT NO: 23-14-0001

DATE: \_\_\_\_\_

REV: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

THIS PLAN IS THE PROPERTY OF REID'S HERITAGE HOMES LTD. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF REID'S HERITAGE HOMES LTD.

**SCHEDULE 7  
CIRCULATION COMMENTS AND CORRESPONDENCE**

<u>RESPONDENT</u>	<u>NO OBJECTION OR COMMENT</u>	<u>CONDITIONAL SUPPORT</u>	<u>ISSUES/CONCERNS</u>
Planning and Development Services City Engineer		✓	Standard conditions
Community Services Finance Department		✓	Standard conditions Development Charges
Fire		✓	OBC compliance & roads
Police	*		
Wellington Catholic School Board		✓	Standard conditions
Upper Grand District School Board		✓	Standard conditions
Guelph Field Naturalists			environmental
Guelph Hydro		*	Standard conditions
Guelph Development Association	*		support
Chamber of Commerce	*		
Canada Post		*	Standard conditions
G.R.C.A.		*	Standard conditions

The following correspondence has been received from the City Engineer and the Rolling Hills residents' representative.

**SCHEDULE 7  
CIRCULATION COMMENTS AND CORRESPONDENCE  
CITY ENGINEERING CORRESPONDENCE**

File No. 16.152.316

To: Al Hearne, Planning  
From: Mary Angelo, Engineering  
Date: June 14, 2006  
Subject: Westminister Woods East Subdivision, Phase 3  
Draft Plan of Subdivision & Zoning By-law Amendment, 23T-02502 & ZC0214

Engineering staff have reviewed the revised Draft Plan of Subdivision prepared by Design Plan Services Inc. dated May 11, 2006 showing 137 single detached units, 40 on-street townhouse units and 44 singles with coach house units and have the following comments:

- a) 0.3 metre reserves are required on the Draft Plan along the open sides of Goodwin Drive and Frederick Drive, at the open ends of Colonial Drive and Baxter Drive and between Clair Road & Open Space Block 169. See draft plan condition # 1.
- b) The road widening Blocks 176 and 177 should be removed from the Draft Plan because we will already be receiving these road widenings through the registration of the 61M-Plan for Westminister Woods East Phase 2. See draft plan condition # 1.
- c) The proposed zoning needs to accommodate the rear yard infiltration galleries as was done for the previous phases of Westminister Woods West Subdivision.
- d) Municipal services can be extended for these lands from the existing Westminister Woods East Subdivision, Phase 2. The coach house lots (both the single detached dwelling and the coach house dwelling) would be serviced from Wilkie Crescent and Laughland Lane.
- e) Lots 87 to 92, Lot 111 and Block 168 are adjacent to external lands that are not owned by Westminister Woods. Westminister Woods may need to obtain written permission from the adjacent land owner in order to carry out the grading of these Lots and Block. See condition # 12.
- f) Block 175 is indicated as 'future development'. We suggest that a condition be imposed that restricts development on this Block until such time as it is combined with the adjacent lands to the satisfaction of the Director of Planning and Development Services.

If the Draft Plan of Subdivision and Zoning By-law Amendment are approved, we recommend the

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following list of conditions be imposed. Please note that we have also included standard staff conditions from other Divisions (i.e. Planning/Park Planning and Building) in our list below but have not included any outside agency conditions.

1. The Draft Plan shall be **corrected** to address issues a) and b) noted above and the zoning corrected to address c) above.

Prior to Grading or Site Alteration

2. The Developer shall complete a **tree inventory and conservation plan**, satisfactory to the Director of Planning and Development Services prior to any grading, tree removal or construction on the site. (Planning)
3. The Developer shall **stabilize all disturbed soil**, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) to the satisfaction of the City Engineer until the release of the subdivision agreement on the block/lot so disturbed.(Engineering)
4. The Developer shall prepare and implement a **construction traffic access and control plan** for all phases of servicing and building construction to the satisfaction of the City Engineer. Any costs related to the implementation of such a plan shall be borne by the Developer. All damage or maintenance required to surrounding streets as a result of such traffic shall be at the Developers cost. (Engineering)
5. The Developer agrees that no work, including, but not limited to **tree removal, grading or construction**, will occur on the lands until such time as the Developer has obtained written permission from the City Engineer or has entered into a Subdivision Agreement with the City. (Engineering)
6. The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise, to the satisfaction of the City. (Engineering)
7. The Developer shall prepare an overall **site drainage and grading plan**, satisfactory to the City Engineer, for the entire subdivision. Such a plan will be used as the basis for a detailed lot grading plan to be submitted prior to the issuance of any building permit within the subdivision. (Engineering)
8. The Developer shall construct, install and maintain **erosion and sediment control** facilities, satisfactory to the City Engineer, prior to any grading or construction on the subdivision lands in accordance with a plan that has been submitted to and approved by the City Engineer. Furthermore, the developer shall provide a qualified Environmental Inspector, satisfactory to City Engineer and the Director of Planning and Development Services, to inspect the site during all phases of development and construction including grading, servicing and building construction. The Environmental Inspector shall monitor and inspect the erosion and sediment control measures and procedures, and compliance with the Environmental Impact Study and the Environment Implementation Report on a weekly or more frequent basis if required.

The Environmental Inspector shall report on their findings to the City on a monthly or more

frequent basis.(Engineering)

9. The Developer shall submit a **Storm Water Management Report** to the satisfaction of the City Engineer which shows how storm water will be controlled and conveyed to the receiving water body. The report and plan shall address the issue of water quantity and quality in accordance with recognized best management practices and Provincial Guidelines. Maintenance and operational requirements for any control and/or conveyance facilities must be provided. (Engineering)
10. That any **domestic wells located within the lands be properly abandoned** in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the City Engineer. Any **boreholes** drilled for hydrogeological or geotechnical investigations must also be properly abandoned. (Engineering)
11. The Developer shall prepare an Environmental Implementation Report (EIR) based on terms of reference approved by the City and Grand River Conservation Authority (GRCA). Such a report will include a monitoring program to assess the performance of the storm water management facilities and a public education program for residents. The Developer shall implement all recommendations of the EIR to the satisfaction of the City and GRCA. Further, the Developer shall address all recommendations by the Environmental Advisory Committee including comments from the Guelph Field Naturalists, to the satisfaction of the City and the GRCA, prior to the registration of the plan. (Planning)
12. The Developer shall obtain **written permission from the external land owner** adjacent to Lots 87 to 92, Lot 111 and Block 168 if the proposed grading work will affect the adjacent lands. (Engineering)

#### Prior to Execution of the Subdivision Agreement

13. The Developer is responsible for the **cost of the design and construction** of all municipal services required to service the lands within and external to the limits of the plan of subdivision including roadworks, and sanitary, storm and water facilities unless otherwise funded under the provisions of the City's Development Charges Bylaw (2004)-17361, as amended, the Local Service Bylaw (1994)-14553, as amended, or a legal and binding agreement with another party. In addition, the Developer will be required to pay the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, stormwater management facilities, watermain and emergency accesses. (Engineering)
14. The Developer is responsible for the total cost of the design and construction of all **roadwork**, including sidewalks, boulevards and curbs, within or surrounding the Plan of Subdivision. (Engineering)
15. The Developer shall pay to the City the cost of any **existing services** within or abutting the proposed subdivision, as determined by the City Engineer. (Engineering)
16. The developer shall make arrangements, satisfactory to the City Engineer, concerning the **scheduling of the development** and the Developer's payment of costs for services within the subdivision. (Engineering)

17. The Developer shall pay the cost of supplying and erecting **street name and traffic control signs** in the subdivision, to the satisfaction of the City. (Engineering)
18. The Developer shall pay to the City the flat rate charge established by the City per metre of road frontage to be applied to **street tree planting** within the proposed subdivision. (Engineering)
19. The Developer shall pay to the City the cost of installing **bus stop pads and Canada Post mailbox pads** at locations to be determined by Guelph Transit and Canada Post. (Engineering)
20. The Developer shall have **engineering servicing drawings and final reports** prepared for the approval of the City Engineer. These drawings must reflect the recommendations of all approved reports and studies prepared in support of this application. Such recommendations will be implemented at the cost of the Developer. (Engineering)
21. The Developer shall submit a final **Geotechnical Report** to the satisfaction of the City Engineer which describes the potential impacts of groundwater and provides recommendations for pavement design and pipe bedding. (Engineering)
22. The Developer shall pay the cost related to the installation of 1 second order, second level **Geodetic Benchmark** in a location within the proposed subdivision to the satisfaction of the City Engineer. (Engineering)
23. The Developer shall pay to the City, the total cost of reproduction and distribution of the **Guelph Residents Environmental Handbook**, to all future residents within the plan, with such payment based on a cost of one handbook per residential dwelling unit as determined by the City. (Planning)
24. That the Developer agrees that, in the event that development of the property is to be phased, a **phasing plan** must be submitted prior to final approval of the first phase. The phasing plan shall indicate the sequence of development, the land areas in hectares, the number of lots and blocks in each phase, the proposed use of each block, the specific lots to be developed, site access to each phase, grading and the construction of public services, all to the satisfaction of the City of Guelph. Such phasing must be in conformance with the current Development Priorities Plan. (Planning)
25. The Developer shall carry out an **archaeological assessment** of the subject property and mitigate, through preservation or resource removal, adverse impacts to any significant archaeological resources found. No demolition, grading or any soil disturbances shall take place on the subject property, prior to the issuance of a letter from the Ministry of Citizenship, Culture and Recreation to the City indicating that all archaeological assessment and/or mitigation activities undertaken have met licensing and resource conservation requirements. (Planning)

#### Prior to Registration of the Plan

26. That prior to the registration of the Plan, or any part thereof, the approval of the City must be obtained with respect to the availability of **adequate water supply and sewage treatment capacity**. (Engineering)
27. That any **dead ends and open sides of road allowances** created by this Draft Plan, or the *A Great Place to Call Home*

phasing thereof, be terminated in 0.3 metre reserves which shall be conveyed to the City. (Legal)

28. That the road allowances and any road widenings included in the Draft Plan be dedicated as public highways and that, prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria - July 23, 1993" with any exceptions. (Engineering)
29. That the Developer acknowledges that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a properly qualified consultant to prepare a **Phase 1 Environmental Site Assessment** (and any other subsequent phases required), to assess any real property to be conveyed to the City to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the registration of the plan, the consultant shall certify that all properties to be conveyed to the City are free of contamination. (Legal)
30. The Developer shall enter into a **Subdivision Agreement**, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph. (Legal)
31. That all **easements, blocks and rights-of-way** required within or adjacent to the proposed subdivision be granted free and clear of encumbrance to the satisfaction of the City of Guelph, Guelph Hydro Electric Systems Inc. and other Guelph utilities. (Legal)
32. The Developer shall pay any **outstanding debts** owed to the City. (Planning)
33. The Developer shall pay **development charges** to the City in accordance with By-law Number (2004) - 17361, as amended from time to time, or any successor thereof and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board as amended from time to time, or any successor by-laws thereto. (Finance)
34. The Developer shall provide an **on-street parking plan** indicating where on-street parking is to be made available and where appropriate signage is required to the satisfaction of the City Engineer. (Engineering)
35. The Developer shall build all streets proposed as a transit route with a roadway having a **minimum pavement width** of 10 metres and sidewalks on both sides of these streets to the satisfaction of the City. (Engineering)
36. The Developer agrees to place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and in the City's subdivision agreement to be registered on title (Planning):
  - "Purchasers and/or tenants of all lots are advised that sump pumps will be required for every



lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a certified design by a Professional Engineer. Furthermore, all sump pumps must be discharged to the rear yard.”

- “Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developer for the planting of trees on City boulevards in front of residential units it does not obligate the City nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling.”
  - “Purchasers and/or tenants of all lots or units are advised that a transit route may be installed on Goodwin Drive, Colonial Drive and Frederick Drive within the subdivision at the discretion of the City. The location of such route and bus stops will be determined based on the policies and requirements of the City. Such bus stops may be located anywhere along the route, including lot frontages.”
  - Purchasers and/or tenants of all lots or units located in the subdivision are to be advised, prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris and construction traffic.
  - “Purchasers and/or tenants of lots or units are advised that the stub roads may be extended at some future date when the adjacent lands are developed”
  - “Purchasers and/or tenants of lots or units are advised that the property boundaries of the park block will be demarcated in accordance with the City of Guelph Property Demarcation Policy. The demarcation may include black vinyl chain link fence and/or living fence with property demarcation markers.”
37. That all **telephone service and cable TV service** in the Plan be underground and the Developer shall enter into a servicing agreement with Bell Canada providing for the installation of underground telephone service. (Planning)
38. That **street lighting** and underground wiring shall be provided throughout the Subdivision at the Developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro Electric Systems Inc. (Planning)
39. The Developer shall **locate and construct all driveways** accessing municipal streets to the satisfaction of the City Engineer. (Engineering)
40. The Developer shall notify all prospective purchasers and homeowners of lots or blocks adjacent to Clair Road that Clair Road may be used as a **permitted truck route**. (Planning)
41. The Developer shall, at its expense, implement and address all recommendations contained in the latest **Environmental Impact Study** that has been approved by the City and the Developer shall address each recommendation to the satisfaction of the City and the Grand River Conservation Authority. (Planning)

42. The Developer shall meet all conditions of the final **noise assessment report** and shall implement all conditions and recommendations to the satisfaction of the Director of Planning and Development Services. (Planning)
43. The Developer shall meet all conditions of the final **traffic study** and shall implement all conditions and recommendations to the satisfaction of the City. (Planning)
44. The Developer shall erect and maintain **signage** at all entrances to the Subdivision prior to the sale of any lots and prior to commencement of subdivision construction which provides notification of the proposed landuse, zoning, road pattern, lotting, phasing and location of postal facilities within the subdivision. The signs shall be resistant to weathering and vandalism. (Planning)
45. The Developer shall be responsible for the cost of design and development of the **property demarcation** (living fence and/or chain link) of all lands conveyed to the City in accordance with the City Property Demarcation Policy. This shall include submitting drawings completed by an Ontario Association of Landscape Architect (OALA) full member for approval and to the satisfaction of the Director of Planning and Development Services. The Developer shall provide the City with security (cash or letter of credit) to cover an estimate approved by the City for the cost of the property demarcation works. (Planning)
46. The Developer shall provide the Director of Planning and Development Services with a **digital file** in either AutoCAD - DWG format or DXF format containing the following final approved information: parcel fabric, street network, grades/contours and landscaping of the park and open space blocks. (Planning)
47. The Developer shall be responsible for the cost of design and development of the “**Basic Park Development**” as per the City of Guelph “Specifications for Parkland Development”, which includes clearing, grubbing, topsoiling, grading and sodding to the satisfaction of the Director of Planning and Development Services. The Developer shall provide the City with security (cash or letter of credit) to cover an estimate approved by the City for the cost of the ‘basic’ parkland improvements and works for the Park Block to the satisfaction of the Director of Planning and Development Services. (Planning)
48. The Developer shall at its expense, **erect signage** at each entrance to the subdivision advising potential homeowners of the Developers intention to introduce a higher level of maintenance for certain enhanced landscape features throughout the subdivision through the establishment of common elements condominiums and each new homeowner would be expected to become a member of the condominium corporation(s), which would be financially responsible for the maintenance of these features. (Planning)
49. The Developer shall make application to the City for a **Draft Plan of Condominium Exemption** to establish the required Common Elements Condominiums in order that the landscape features will be properly managed, financially administered and maintained in the manner set out by the developer, such that there will be no extra/unusual cost to the City of Guelph on account thereof, and further, that such applications are to the satisfaction of the

City and approved prior to any transfer of title to homebuyers of any homes intended to be

members of the Common Element Condominium. (Planning)

50. The Developer shall submit details to the City regarding the **provision of signage** erected throughout the subdivision, which shall advise homeowners and the general public of the ownership of particular blocks and features in the plan and the method by which the features are maintained and by whom.
51. The Developer or their agent shall **apply to the City for a license** to maintain certain enhanced landscape features on behalf of the Common Element Condominium to be subsequently created and to be responsible for the maintenance of the enhanced landscape features which will be in City ownership, at a higher level of maintenance than is normally provided by the City, and such license agreement shall be to the satisfaction of the City and without limitations, shall include insurance and indemnity clauses which are satisfactory to the City.
52. The Developer shall enter into an **agreement** with the City whereby the Developer agrees to meet any restrictions or requirements of the City regarding the details of the common element condominiums, and this agreement shall be registered on the title to the lands which are described in the condominiums as common elements, to the satisfaction of the City. (Planning)
53. The Developer shall **advise all homeowners and condominium** corporation members that the services that they are paying for through the common element condominiums are above and beyond the services normally provided by the City and that the condominium related expenses are in addition to any property taxes paid to the Municipality. (Planning)

Prior to Building Permit Issuance

54. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official **certifying all fill** placed below proposed building locations. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line. (Building)
55. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of **soil gases** (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code. (Building)

We trust that these comments are helpful for now. Please do not hesitate to call me if you have any questions.

Yours truly,

Mary Angelo, P. Eng.  
Development Project Engineer

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**SCHEDULE 7  
CIRCULATION COMMENTS AND CORRESPONDENCE  
CITY ENGINEERING CORRESPONDENCE**

**2006 DPP Water/Wastewater Capacity**

**Explanation:** This chart shows the determination of how many units can be serviced (line 4) after subtracting the actual daily flow used (line 2 a) and 2 b)) and the servicing commitments (line 3) from the total available firm capacity (line 1). Line 5 shows how many units are proposed in the 2006 Development Priorities Plan and line 6 confirms whether there is capacity available for these units.

	<b>October 31, 2005</b>	<b>Water</b>	<b>Wastewater</b>
1	Firm Capacity	75,000 m <sup>3</sup> /day	64,000 m <sup>3</sup> /day
2 a)	Average Maximum Daily Flow (water)	64,575 m <sup>3</sup> /day	N.A.
2 b)	Average Daily Flow (wastewater)	N.A.	52,203 m <sup>3</sup> /day
3	Servicing Commitments	5,961 m <sup>3</sup> /day	6,023 m <sup>3</sup> /day
4	Available Servicing Capacity to Register New Dwelling Units (Uncommitted Reserve Capacity)	3,223 units	5,153 units
5	Units to be Registered in 2006 based on the approved Development Priorities Plan	1,287 units	1,287 units
6	Capacity Available	<b>YES</b>	<b>YES</b>

**Notes**

**1. Total Available Firm Capacity:**

**Water** - the physical capacity of the constructed water infrastructure to deliver an annual daily flow of 75,000 m<sup>3</sup>/day of water supply.

**Wastewater** - the physical capacity of the constructed wastewater infrastructure to deliver an annual daily flow of 64,000 m<sup>3</sup>/day of wastewater treatment

2. a) **Maximum Daily Flow (water)** is the actual maximum daily flow based on the past three year average.

2. b) **Average Daily Flow (wastewater)** is the actual average daily flow for wastewater treatment based on the past three year average. The figure for wastewater treatment also includes a total of 1200 m<sup>3</sup>/day committed to the Village of Rockwood.

3. **Servicing Commitments** are registered and zoned lots/blocks that could currently proceed to building permit and construction. The City provides servicing commitment at the time of lot/block registration in keeping with the agreement with the MOE

## Westminster Woods Subdivision East Phase 3 (23T-02502)

**Explanation:** This chart shows the determination of how many units can be serviced (line 5) after subtracting the actual daily flow used (line 2 a) and 2 b)), the servicing commitments (line 3) and the draft plan approval commitments (line 4) from the total available planning capacity (line 1). Line 6 shows how many units are proposed in the current draft plan application and line 7 confirms whether there is capacity available for the draft plan approval of the units proposed with this application.

	July, 2006	Water	Wastewater
1	Planning Capacity	78,600 m <sup>3</sup> /day	73,000 m <sup>3</sup> /day
2 a)	Average Maximum Daily Flow (water)	64,575 m <sup>3</sup> /day	N.A.
2 b)	Average Daily Flow (wastewater)	N.A.	52,203 m <sup>3</sup> /day
3	Servicing Commitments	5,961 m <sup>3</sup> /day	6,023 m <sup>3</sup> /day
4	Draft Approval Commitments	5,953 m <sup>3</sup> /day	4,816 m <sup>3</sup> /day
5	Available Servicing Capacity for New Draft Plan Approved Units (Uncommitted Reserve Capacity)	1, 524 units	8,888 units
6	Units to be Draft Plan Approved	221 units	221 units
7	Capacity Available	<b>YES</b>	<b>YES</b>

### Notes

#### 1. Planning Capacity:

**Water** - includes the sum of the existing physical capacity of constructed water infrastructure plus additional water pumping certificates of approval, some of which are not currently available) An additional ±5000 m<sup>3</sup>/day will be available once Arkell Springs Supply EA is approved. It should be noted that this additional capacity is not factored in the Planning Capacity shown on this chart.

**Wastewater** - based upon the approved assimilative capacity of the Speed River. Plant expansion to provide an additional 9,000 m<sup>3</sup>/day of treatment capacity in order to reach the approved assimilative capacity is planned for 2008.

2. a) **Maximum Daily Flow (water)** is the actual maximum daily flow based on the past three year average.

2. b) **Average Daily Flow (wastewater)** is the actual average daily flow for wastewater treatment based on the past three year average. The figure for wastewater treatment also includes a total of 1200 m<sup>3</sup>/day committed to the Village of Rockwood.

3. **Servicing Commitments** are registered and zoned lots/blocks that could currently proceed to building permit and construction. The City provides servicing commitment at the time of lot/block registration in keeping with the agreement with the MOE

## SCHEDULE 7

### CIRCULATION COMMENTS AND CORRESPONDENCE

Residents' representative's letters inserted by hardcopy.



1050 Weston Road, Suite #230  
Woodbridge, Ontario L4L 8G7

Tel: (905) 761.5588  
Fax: (905) 761.5589  
Toll Free: 1 (800) 813.9204  
www.mhbcplan.com

John F. MacNaughton  
M.A., FCI, RPP

Richard P. Hermesen  
M.A., MCI, RPP

Paul R. Britton  
M.A., MCI, RPP

V. Brent Clarkson  
M.A., MCI, RPP

James D. Parkin  
M.A., MCI, RPP

Carol M. Wiebe  
M.A.

Lris Menzies  
M.A., MCI, RPP

David A. McKay  
M.A., MCI, RPP

Christian A. Zeman  
M.A., MCI, RPP

Offices in:  
Kitchener  
Vaughan  
London  
Kingston  
Barrie

City, Town and Rural Planning

Municipal Plans and Studies

Land Use and Development

Urban Design /  
Community Planning

andscape Architecture

natural Resource  
and Aggregate Planning

Expert Evidence  
and Mediation

Project Management

14 March 2006

Allan C. Hearne  
Senior Development Planner  
City of Guelph  
Department of Planning  
City Hall  
59 Carden Street  
Guelph, Ontario  
N1H 3A1

Dear Mr. Hearne:

**RE: WESTMINSTER WOODS EAST, PROPOSED PLAN OF SUBDIVISION  
(PHASE 3) AND ZONE CHANGE, YOUR FILES 23T-02502 AND ZC0214,  
OUR FILE Y289**

Thank you for sending me a copy of the Notice of Application for Phase 3 of the Westminster Woods East subdivision plan. As you know, our firm represents the residents of Megan Place and Kilkenny Place.

Attached for your ease of reference are our letters of 16 December 2002, 23 December 2003 and 13 July 2005.

Phase 3 of the proposed Westminster Woods subdivision would, if approved, allow for development of small lot single detached dwellings (9 metres and 12 metres in width) together with street fronting townhouse units on the north side of Clair Road East.

The lots on Megan Place and Kilkenny Place are large estate lots having an area of three to six acres with minimum frontages of approximately 300 feet of frontage.

In our past correspondence to you, we have raised a concern that there should be an appropriate transition between the large estate lots to higher density forms of development. The residents who we represent do not consider townhouse dwellings and single detached dwellings having frontages of 9 metres on the north side of Clair Road to be an appropriate transition from the three to six acre estate lots on the south side of Clair Road.

Section 7.2.7(a) of the City of Guelph Official Plan reads:

*"Multiple unit residential buildings, such as townhouses, row dwellings and apartments, may be permitted within designated areas permitting residential uses. The following development criteria will be used to evaluate a development proposal for multiple unit housing:*

*a) That the building form, massing, appearance and siting are compatible in design, character and orientation with buildings in the immediate vicinity;"*

Before you prepare your staff report, we respectfully request that the developer be asked to explain how this Official Plan criteria is met in these circumstances.

As noted in our previous correspondence, we would be happy to meet with you to discuss the concerns of our clients in further detail.

By copy of this correspondence to Ms. Giles, City Clerk, we hereby formally request notification of any decision of Guelph City Council regarding this application.

We thank you in advance for your consideration.

Sincerely,  
MHBC PLANNING



W. BRENT CLARKSON, MA, MCIP, RPP

Copy: Lois Giles





13 July 2005

Mr. Al Hearne  
Senior Development Planner  
Planning and Building Services  
City of Guelph  
City Hall  
59 Carden Street  
GUELPH, Ontario  
N1H 3A1

Dear Mr. Hearne:

**RE: WESTMINISTER WOODS SUBDIVISION, CLAIR ROAD EAST, GUELPH,  
YOUR FILES 23T-02502 AND ZC0214, OUR FILE Y289**

Our firm represents residents living on Megan Place and Kilkenny Road, south of the proposed plan of subdivision. By correspondence of 16 December 2002 and 23 December 2003 we have provided comments on the proposed Westminister plan of subdivision and zone change applications.

It is our understanding that the City intends to proceed with consideration and possible approval of Phase 1 of the proposed plan which is the westerly portion. This is the section of the proposed plan which is somewhat removed from the residents on Megan Place and Kilkenny Road. As such, my clients will not be attending the Council meeting scheduled for July 18, 2005 because their concerns relate primarily to the easterly portion of the proposed plan of subdivision.

I have been asked to advise you that my clients' concerns regarding the easterly portion of the proposed plan remain. These concerns relate to proposed zoning regulations, small lot sizes and density. The absence of an objection to Phase 1 of the proposed plan of subdivision cannot be interpreted as a lack of concern for the Phase 2 easterly portion of the proposal.

At the appropriate time we would welcome an opportunity to meet with you to discuss the concerns relating to the east portion of the proposed plan.

Sincerely,  
MHBC PLANNING

W. BRENT CLARKSON, MA, MCIP, RPP

Copy: Lois Giles

Ian E. MacNaughton  
MA, FCIP, RPP

Bernard P. Hermansen  
BES, MCIP, RPP

Paul R. Britton  
BES, MCIP, RPP

W. Brent Clarkson  
MA, MCIP, RPP

James D. Parkin  
BES, MCIP, RPP

Carol M. Wiebe  
BES

Kris Menzies  
BES, MCIP RPP

Offices in:  
• Kitchener  
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• London  
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City, Town and Rural Planning

Municipal Plans and Studies

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Urban Design /  
Community Planning

Landscape Architecture

Natural Resource  
and Aggregate Planning

Expert Evidence  
and Mediation

Project Management



**MacNaughton Hermsen Britton Clarkson Planning Limited**  
**REGIONAL & URBAN PLANNING & RESOURCE DEVELOPMENT**

23 December 2003

Allan C. Hearne  
 Senior Development Planner  
 City of Guelph  
 Department of Planning  
 City Hall  
 59 Carden Street  
 Guelph, Ontario  
 N1H 3A1

Dear Mr. Hearne:

**RE: WESTMINSTER WOODS EAST, PROPOSED REVISED PLAN OF  
 SUBDIVISION AND ZONE CHANGE, YOUR FILES 23T-02502 AND ZC0214, OUR  
 FILE Y289**

As indicated in my correspondence dated 16 Dec. 2002, our firm represents residents living on Megan Place and Kilkenny Road. In my earlier correspondence, I outlined a number of concerns regarding land use compatibility and compliance with Official Plan policy relative to the initial Westminster applications.

Since then, revised plans have been filed with the City and are subject of your circulation dated December 3, 2003. You have requested further comment.

Our client believes that the changes to the proposed plan of subdivision and implementing zoning by-law represent improvements over the initial proposal; however, concerns still remain regarding specific zoning regulations and the proposed location and distribution of particular lots.

We would appreciate an opportunity to meet with City Staff to determine if my client's concerns can be addressed in some manner. We will contact you in the new year to set up a meeting.

Thank you for the opportunity to provide comments and best wishes for the holiday season.

Sincerely,  
**MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED**

**W. BRENT CLARKSON, M.A., M.C.I.P., R.P.P.**



MacNaughton Hermsen Britton Clarkson Planning Limited  
REGIONAL & URBAN PLANNING & RESOURCE DEVELOPMENT

16 December 2002

Allan C. Hearne  
Senior Development Planner  
City of Guelph  
Department of Planning  
City Hall  
59 Garden Street  
GUELPH, Ontario  
N1H 3A1

Dear Mr. Hearne:

**RE: WESTMINISTER WOODS EAST PROPOSED RESIDENTIAL PLAN OF  
SUBDIVISION AND PROPOSED ZONING AMENDMENT, YOUR FILES  
23T-02502 AND ZC0214**

Our firm represents residents of Megan Place and Kilkenny Road which is located immediately south of Clair Road and south of the proposed plan of subdivision. Our clients have concerns regarding the proposed residential development which we would like to have considered in preparation of your pending staff report.

It is recognized that the proposed subdivision land is designated General Residential and Medium Density Residential in the City of Guelph Official Plan and that the proposed subdivision and zoning intends to implement those land use designations. However, the subdivision proposal has not had sufficient regard to the objectives for residential development as set out in the Official Plan or for the development criteria of section 7.2.7.

Of most significant concern is the proposed location of the R4 zoning at the northwest corner of Victoria Road and Clair Road. Situated to the south are single detached residences on large estate lots. It is questionable whether the proposed apartment zoning (R4A - ?) is appropriately located for the following reasons:

1. It would be better located further west so that the higher density uses are in close proximity to the elementary school site.
2. In integrating low, medium and higher density residential development, it is appropriate to allow for a transition of densities and built forms. In this case, it is proposed to locate higher density forms of residential development in close proximity to very low density development.
3. One of the objectives of the Official Plan for residential areas is set out in section 7.2 (d): *"To maintain the stability and character of the built forms in*

*existing residential neighbourhoods.*" The proposed subdivision and zoning does not satisfy this objective.

Our clients are also concerned about the location of other forms of residential development and question why no provision is made for single detached residences in the entire subdivision.

Finally, the proposed plan of subdivision and the proposed rezoning are to be evaluated in accordance with the criteria set out in section 7.2.7 of the Official Plan. The first criteria reads:

*"That the building form, massing, appearance and siting are compatible in design, character, and orientation with buildings in the immediate vicinity."*

This proposed zoning and subdivision does not satisfy this criteria and is inconsistent with existing Official Plan Policy.

We would be pleased to meet with you to elaborate on our concerns.

By copy of this letter to Ms. Giles, we ask to be notified of the decision of Guelph City Council.

Sincerely,

**MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING LIMITED**



**W. BRENT CLARKSON, MA, MCIP, RPP**

**SCHEDULE 8**  
**PUBLIC NOTIFICATION**

**Westminister Woods East Draft Plan of Subdivision File 23T-02502/ZC0214**

**Sept. 2002** - Public Notification signage erected on site for Original 2002 submission.

**Original Westminister Woods East 2002 Draft Plan Submission**

Received Original Plan July15, 2002

Circulated plan November 18, 2002

Comments to Consultant December 2002

**Phase 3 Submission**

**Sept. 1/05** - Phase 3 subdivision plan submitted to City.

**Feb. 10/06** - Notice of Application mailed to prescribed agencies and surrounding property owners within 120 metres (400 feet) of subject lands. The Notice encourages public participation and comment.

**July 10/06** – Notice of Public Meeting mailed to prescribed agencies and surrounding property owners within 120 metres (400 feet) of subject lands. The Notice encourages public participation and comment.

**July 31/06** - Statutory Public Meeting of Guelph City Council.

**August 21/06** - Anticipated City Council decision on proposal.

(Note: This report may include hard-copy inserts)



# City of Guelph

Report: 06-65

## PLANNING & DEVELOPMENT SERVICES

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**TO:** Council

**DATE:** 2006/07/31

**SUBJECT:** 365 WATSON PARKWAY NORTH – Proposed Zoning By-law Amendment (City of Guelph File ZC0603) – Ward 1.

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### RECOMMENDATION:

**THAT** report 06-65 regarding 365 Watson Parkway North from Planning and Development Services dated July 31, 2006 be received

**AND THAT** the application by Black, Shoemaker, Robinson and Donaldson Ltd. Planning Consultants on behalf of Simon Wood Limited for a zoning amendment from the Specialized Residential Single Detached (R.1C-15) Zone to the Specialized R.3A-? Cluster Townhouse Zone affecting the property municipally known as 365 Watson Parkway North and legally described as Block 66, Registered Plan 61M-111 in the City of Guelph, BE **APPROVED**, in accordance with the regulations and conditions set out in **SCHEDULE 2** of the Planning Report dated July 31, 2006.

### BACKGROUND:

#### Location

The subject property is located on the south east corner of Watson Parkway North and Shackleton Drive (see Location Map on **Schedule 1**). Adjacent land uses consist of a zoned townhouse site to the north, single family dwellings to the east and a stormwater management block to the south. The subject lands were registered as Block 66 within Registered Plan 61M-111 on March 30, 2005, representing Phase 3 of the Watson East Subdivision (23T-98501).

#### Official Plan Designation

The lands are designated "General Residential" in Schedule 1 of the City of Guelph Official Plan.

## **Existing Zoning**

The subject lands are currently zoned Specialized Residential Single Detached (R.1C-15) Zone. The current zoning permits a maximum of 8 detached residential units on the subject property. Access to the dwellings under the current zoning would be provided by a rear laneway, as no direct access from Watson Parkway to these units would be permitted. This specialized zone was implemented in conjunction with the draft plan approval of the overall Watson East Subdivision (23T-98501).

## **REPORT:**

### **Description of Proposed Zoning By-law Amendment**

The applicant proposes to amend the zoning for the subject property from the current R.1C-15 (Specialized Residential Single Detached) Zone to the R.3A-? (Specialized Cluster Townhouse) Zone to permit the development of 12 townhouse units. The net effect of the development would be four additional dwelling units. The existing and proposed zoning is shown in **Schedule 3**.

The applicant has requested specialized zoning regulations from the standard R.3A Zone Cluster Townhouse Zone to permit a reduced side yard requirement where the windows to a habitable room face the southerly side yard and to exempt the requirement to provide private amenity areas.

### **Planning Analysis**

Planning staff support this application to rezone the subject property to permit a 12 unit cluster townhouse development. The proposed zoning amendment represents a reasonable intensification of 4 residential units by permitting the development of townhouse units as opposed to single detached units. The application is in conformity with the policies of the Official Plan and meets specific criteria for permitting multiple unit residential buildings in the General Residential designation outlined in Section 7.2.7 of the Official Plan.

The proposal supports the intensification policies of the Provincial Policy Statement and the Places to Grow Act. The proposed development of 12 townhouse units would result in a net density of 30 units per hectare. The current zoning for a maximum of 8 detached dwellings would result in a net density of 20 units per hectare.

While the basis of this land use proposal is supported, planning staff have expressed concern with the site design concepts presented by the applicant. Following consultations with the applicant over specific design issues, staff have developed the preferred concept plan shown on **Schedule 5**. Planning staff are recommending that the application be approved on the basis of this preferred concept plan (see **Condition 2** in **Schedule 2**).

### *Applicant's Design Concepts*

The original concept plan submitted by the applicant is shown on **Schedule 4a**. Planning staff expressed concerns with this proposed design, primarily on the basis that no private amenity areas would be provided for the individual

*A Great Place to Call Home*

townhouse units. This concept would have necessitated a specialized zoning regulation to waive the requirement to provide private amenity areas. In response, the preferred staff design shown on **Schedule 5** was developed and presented to the applicant for their consideration. This concept was not supported by the applicant. In response, the applicant developed the alternative design shown on **Schedule 4a**, which represents their current design proposal. This design reverses the orientation of the buildings with a private lane adjacent to Watson Parkway provided to access the driveways and garages of the individual units. Planning staff do not support this concept, as this design does not provide a good street presence orientation to the street, which is contrary to the City's Urban Design Guidelines. Further, this latest concept identifies an access to Watson Parkway North which cannot be permitted, as the City owns a 0.3 metre reserve. This reserve was taken to prevent access to this Block from Watson Parkway at the time the subdivision was approved.

#### *Planning Staff's Preferred Concept*

Planning staff's concept shown in **Schedule 5** is recommended as the preferred design to the applicant's current proposal shown on **Schedule 4b**. This design locates the buildings closer to Watson Parkway North to ensure that the building entries are visible and prominent from the street consistent with the City's Urban Design Guidelines. The provision of the rear laneway and detached garages also minimizes the public view of the parking areas and garages, provides a functional private amenity area and ensures a more interesting and attractive streetscape environment.

The staff preferred concept does not represent a significant change from the expected design of the site under the current zoning, as development of either single detached dwellings or townhouse units would require the provision of a rear lane from Shackleton Drive to access the individual units. The proposed development is compatible with the existing townhouse development to the north and the change from single detached units to townhouse units will not have any additional impacts on the adjacent single detached lots fronting onto Shackleton Drive to the east. Site Plan Approval will be required to ensure that the site is developed appropriately and meets the urban design and compatibility criteria outlined in the Official Plan. A 2 metre buffer strip between the rear lane and the adjacent properties is proposed, as shown on the concept plan on **Schedule 4**.

#### **Public Comments**

Public comments have been received from two property owners along Shackleton Drive that are adjacent to the subject lands (see **Schedule 5**). The residents have expressed their opposition to the proposed zoning bylaw amendment on the basis that the future development of 8 single detached dwellings was expected in this location. Concerns regarding the impact of the proposed rear laneway were also expressed in their comments.



Planning staff have consulted with the adjacent residents in an attempt to address these concerns. The explanation was provided that the development of 8 single detached dwellings under the current zoning would have also included a rear laneway, given that direct access to Watson Road would not be permitted. The current application only proposes a change in the type of residential unit to be developed; 12 townhouse units as opposed to 8 single detached dwellings. The 2 metre buffer strip proposed along the rear of the property will accommodate the appropriate fencing and landscaping to screen the site from the adjacent properties.

#### **CORPORATE STRATEGIC PLAN:**

The subdivision application supports Strategic Direction #1: The management of growth in a balanced and sustainable manner.

#### **FINANCIAL IMPLICATIONS:**

Based on Maximum of 12 Residential Units

##### **Population Projections**

- 31 persons (based on 2.58 persons per unit)

##### **Projected Taxation**

- \$25,548 (based on average values from 2003 to 2005 assessment)

##### **Development Charges**

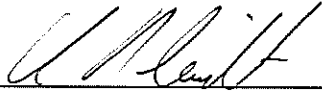
- \$112,368

#### **DEPARTMENTAL CONSULTATION/CONCURRENCE:**

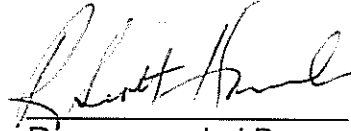
The public and agency comments received during the review of the application are included on **Schedule 5**.

#### **ATTACHMENTS:**

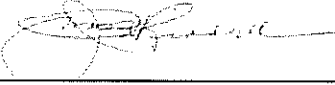
- Schedule 1** - Location Map
- Schedule 2** - Regulations and Conditions
- Schedule 3** - Existing and Proposed Zoning
- Schedule 4a** – Applicant's Original Concept Plan
- Schedule 4b** – Applicant's Current Concept Plan
- Schedule 5** – Planning Staff Preferred Concept
- Schedule 6** – Circulation Comments
- Schedule 7** – Public Notification Summary



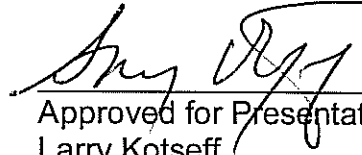
Prepared By:  
Chris DeVriendt  
Senior Development Planner  
(519) 837-5616 ext. 2360  
[chris.devriendt@guelph.ca](mailto:chris.devriendt@guelph.ca)



Recommended By:  
R. Scott Hannah  
Manager of Development  
Planning  
(519) 837-5616 ext. 2359  
[scott.hannah@guelph.ca](mailto:scott.hannah@guelph.ca)



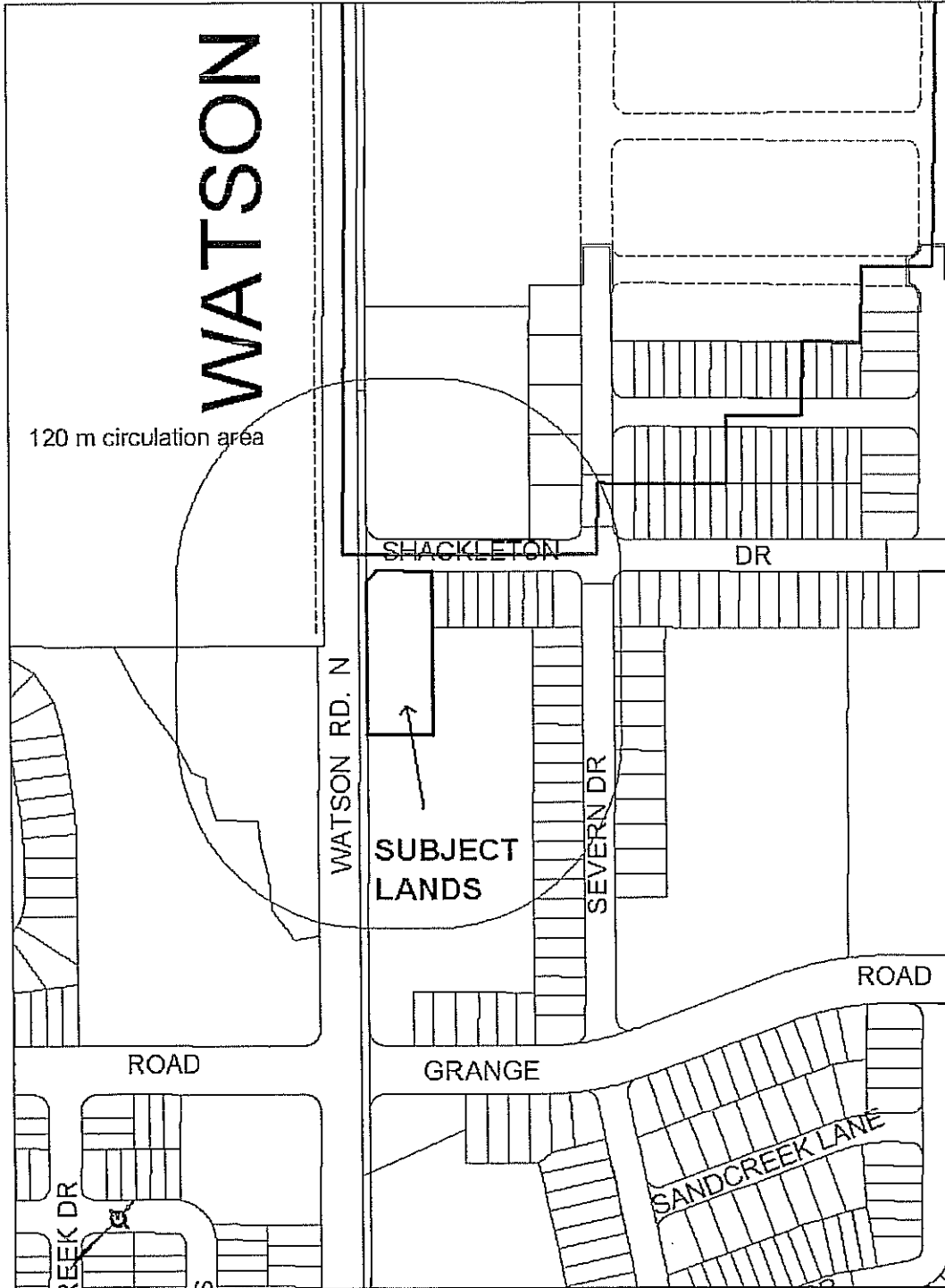
Recommended By:  
James N. Riddell  
Director of Planning and  
Development Services  
(519) 837-5616 ext. 2361  
[jim.riddell@guelph.ca](mailto:jim.riddell@guelph.ca)



Approved for Presentation  
Larry Kotseff  
Chief Administrative Officer

# SCHEDULE 1

## LOCATION MAP



# SCHEDULE 2

## REGULATIONS AND CONDITIONS

The property affected by this zoning amendment is municipally known as 365 Watson Parkway North and legally described as Block 66, Registered Plan 61M-111 in the City of Guelph.

The following zoning is proposed:

Specialized R.3A-? Cluster Townhouse Zone

### Permitted Uses

In accordance with the provisions of Section 5.3.1.1 of Zoning By-law (1995) – 14864, as amended.

### Regulations

In accordance with Section 5.3.2 of Zoning By-law (1995) – 14864, as amended, with the following exceptions:

- 1. Side Yard Setback for Buildings with Windows to Habitable Room**  
Despite Section 5.3.2.2.2, the building with windows to a habitable room shall be permitted 3 metres from the southerly side yard lot line.

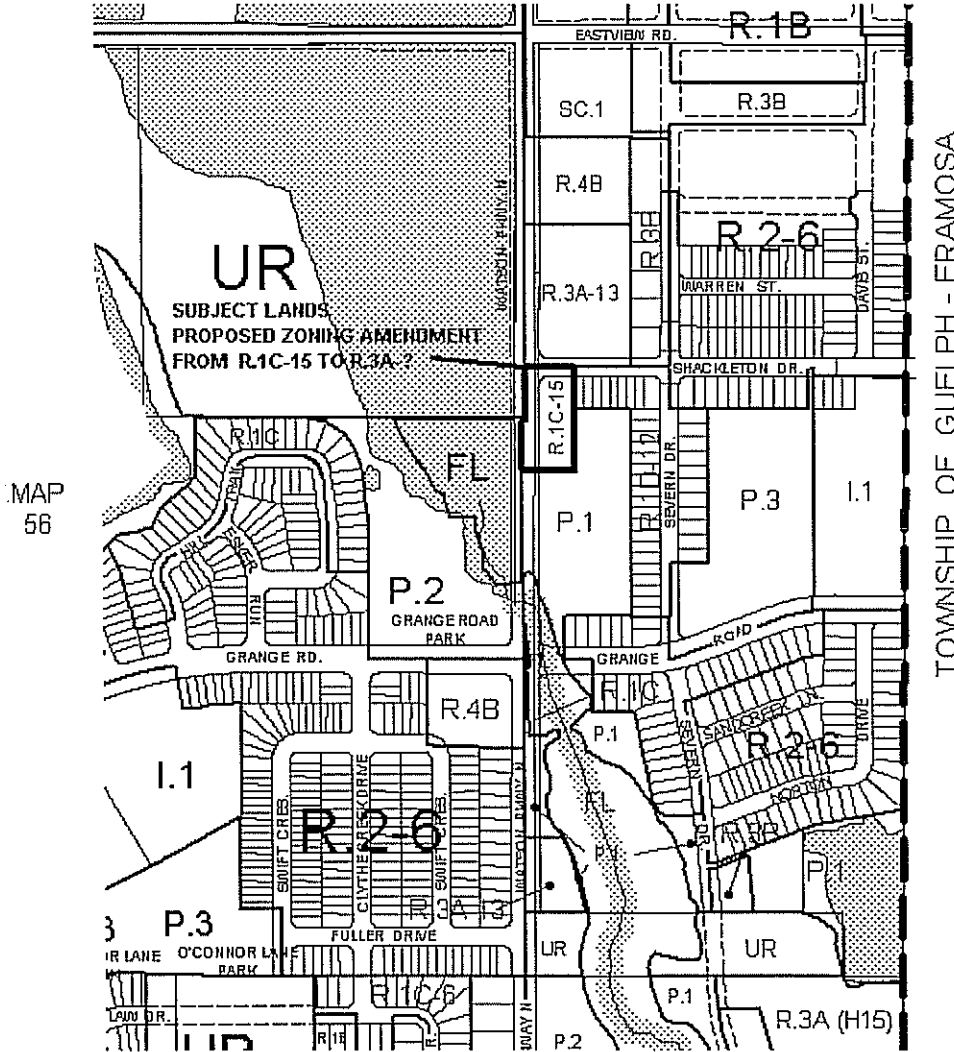
### Conditions

1. That the owner pays to the City, as determined applicable by the City's Director of Finance, development charges and education development charges, in accordance with City of Guelph Development Charges By-law, as amended from time to time, or any successor thereof, and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board, as amended from time to time, or any successor by-laws thereof, prior to issuance of a building permit, at the rate in effect at the time of issuance of the building permit.
2. The owner shall submit to the City, in accordance with Section 41 of The Planning Act, a fully detailed site plan, indicating the location of buildings, landscaping, parking, circulation, access, lighting, building elevations, grading, drainage, and servicing for the said lands, to the satisfaction of the Director of Planning and Development Services, prior to the issuance of the building permit, and furthermore the Owner agrees to develop the said lands in accordance with the approved plan. Further, the Owner agrees that the design shall be consistent with the concept plan illustrated on **Schedule 5** of this report to the satisfaction of the Director of Planning and Development Services.

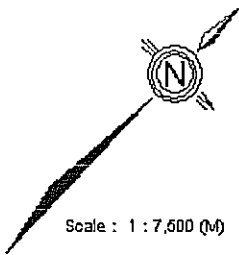
3. That the owner shall pay the actual cost of abandoning and disconnecting, at the watermain, any of the existing water services that cannot be used and furthermore, prior to issuance of a building permit, the owner shall pay to the City the estimate cost of abandoning and disconnecting the existing water services at the watermain as determined by the City Engineer.
4. The owner shall pay the actual cost of abandoning and plugging any of the existing sewer laterals, that cannot be used, in accordance with the City's standard and furthermore, prior to issuance of a building permit, the owner shall pay to the City the estimate cost of abandoning and plugging the existing sewer laterals as determined by the City Engineer.
5. The owner shall pay the actual cost of constructing any service laterals required to service the lands, prior to issuance of any building permit.
6. That prior to the passing of the zone change by-law, the owner shall enter into an agreement with the City, registered on title, satisfactory to the City Solicitor, covering the conditions noted above.

# SCHEDULE 3 EXISTING AND PROPOSED ZONING

MAP 60



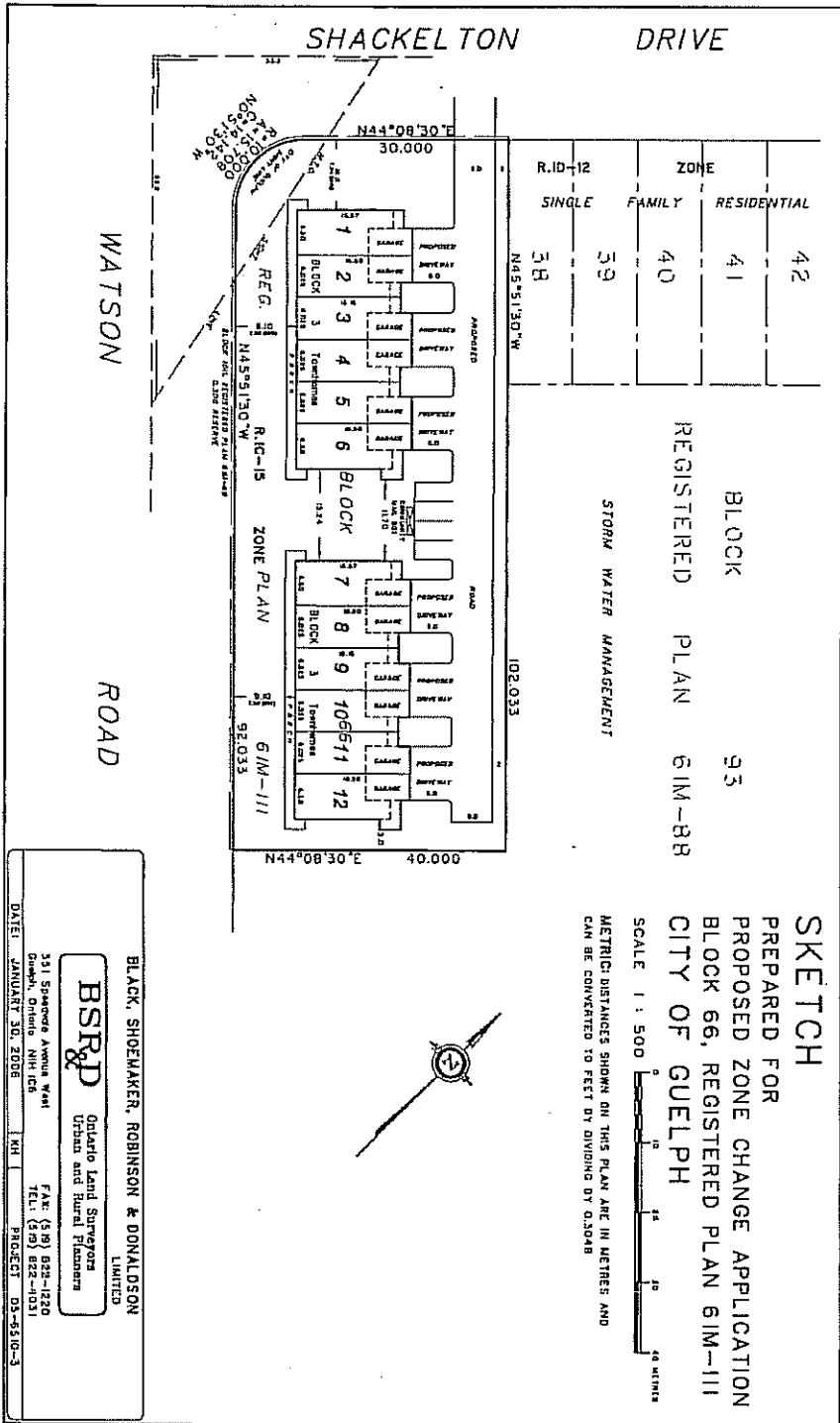
MAP 62



LANDS WITH ONE OF THE FOLLOWING : LOCALLY SIGNIFICANT WETLANDS,  
SIGNIFICANT WOOD LOTS, NATURAL CORRIDOR, OR LINKAGE (See Section 13.4)

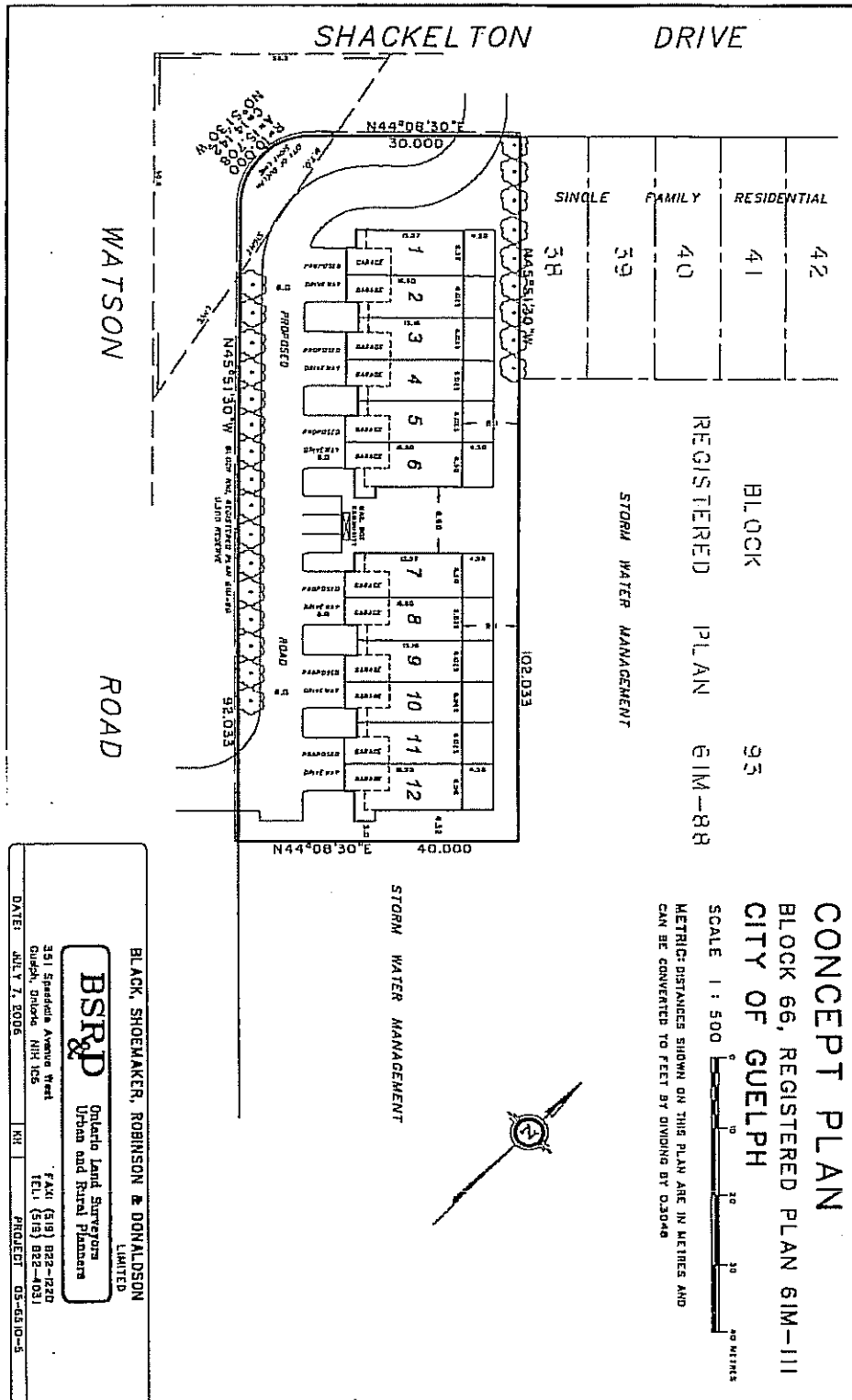
# SCHEDULE 4a

## APPLICANT'S ORIGINAL CONCEPT PLAN



# SCHEDULE 4b

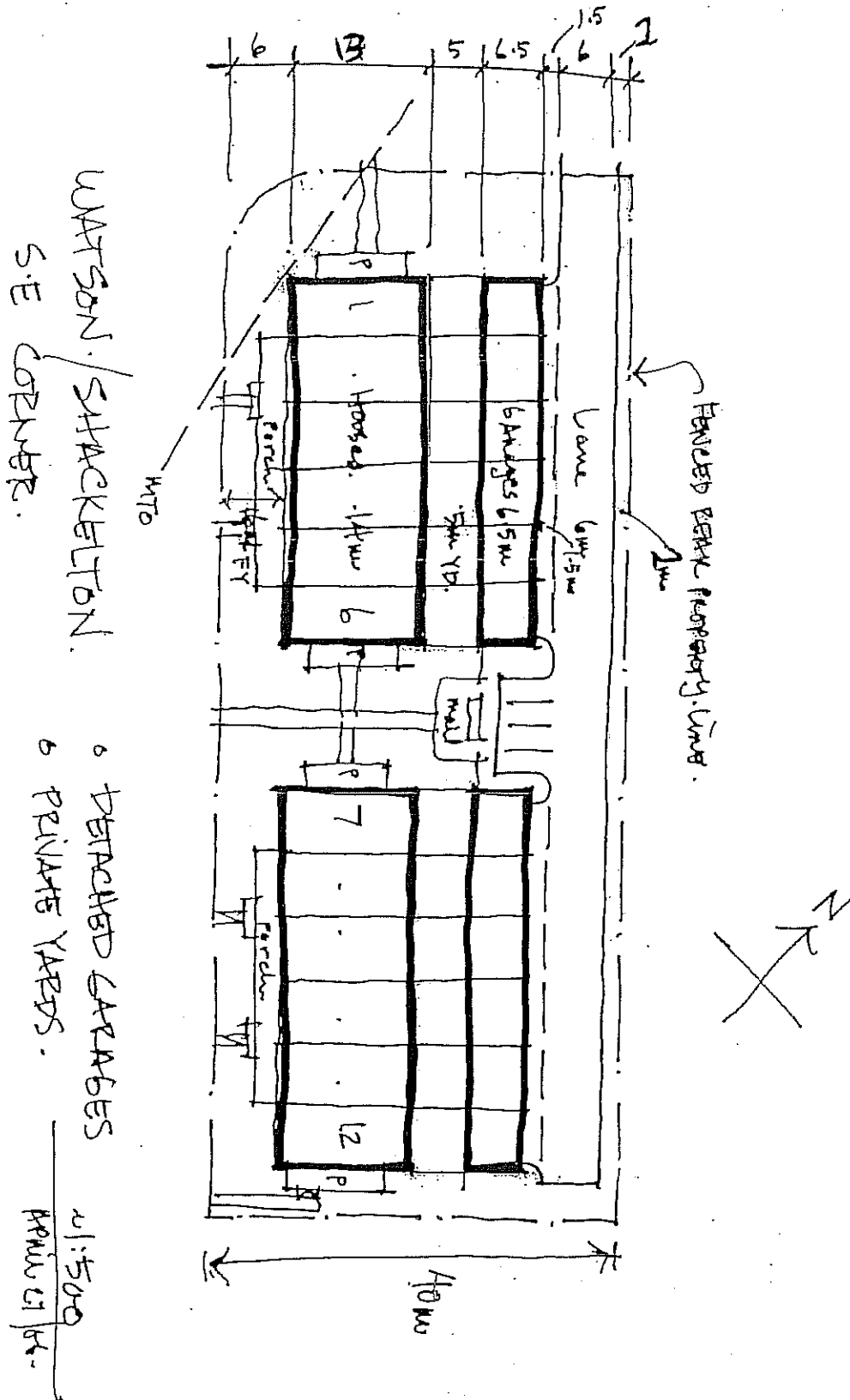
## APPLICANT'S CURRENT CONCEPT PLAN PROPOSED





# SCHEDULE 5

## PLANNING STAFF PREFERRED CONCEPT PLAN



# SCHEDULE 6

## CIRCULATION COMMENTS

<u>RESPONDENT</u>	<u>NO OBJECTION OR COMMENT</u>	<u>CONDITIONAL SUPPORT</u>	<u>ISSUES/CONCERNS</u>
Planning and Development Services		✓	<ul style="list-style-type: none"> <li>• Subject to Schedule 2</li> </ul>
Engineering Services		✓	
Finance		✓	
G.R.C.A.	✓		
Community Services (Recreation and Parks)	✓		
Heritage Guelph	✓		
Guelph Development Association	✓		<ul style="list-style-type: none"> <li>• Support application (see attached letter)</li> </ul>
Economic Development	✓		
Fire Department	✓		
Guelph/Wellington Seniors Association	✓		
Guelph Police Service	✓		
Wellington Dufferin Guelph Public Health	✓		
Wellington Catholic District School Board	✓		
Upper Grand District School Board	✓		
Guelph Chamber of Commerce	✓		
Conseil Scolaire de district Catholique Centre-sud	✓		
Paul and Brenda Hendry (15 Shackleton Drive)			<ul style="list-style-type: none"> <li>• Concerns regarding townhouse units and rear laneway (see attached letter)</li> </ul>
Mika and Michelle Rajamaki (11 Shackleton Drive)			<ul style="list-style-type: none"> <li>• Concerns regarding townhouse units and rear laneway (see attached letter)</li> </ul>



File No. 16.131.001/16.152.299

To: Chris DeVriendt  
From: Don Kudo  
Department: Planning and Development Services Division: Engineering Services  
Date:  
Subject: **Zoning By-law Amendment at 365 Watson Road – File ZC0603 – Block 66, Plan 61M-111**

On Watson Road there is a 375mm sanitary sewer, a 450mm storm sewer, a 400mm watermain, four lanes of asphalt pavement with curb and gutter on both sides of the road. There will be concrete sidewalks on both sides of the road when residential construction is completed.

On Shackleton Drive there is a 200mm sanitary sewer, a 200mm watermain, a 675mm storm sewer, two lanes of asphalt pavement with curb and gutter and there will be concrete sidewalks when residential construction is completed.

Across the rear of the property, parallel to Watson Road from Shackleton Drive to the storm water management pond on Block 93, Plan 61M-88, there is a 1350mm storm sewer on an 8 metre wide easement.

The proposed engineering drawings indicate that sewer and water laterals were to be constructed to service the eight single detached units permitted by the R1.C-15 zoning and a site inspection confirms that service lateral marker posts for the eight lots were installed. It is unclear whether any of the existing service laterals can or will be used for the townhouse development. Any of the sewer laterals that are not used will have to be plugged and abandoned in accordance with the City's standard. Any water service laterals that can not be used will have to be dug up and cut-off at the corporation on the watermain.

The development of this block as a cluster townhouse development with one common driveway to Shackleton Drive, as shown on the conceptual plan, is preferential to development of eight single detached dwellings with individual driveways to Watson Road which is classified as an arterial.

**Memo**



---

If the zoning bylaw amendment for this block to be developed as cluster townhouses, we recommend the following conditions to be imposed:

1. That prior to the issuance of a building permit for the townhouse development, the owner shall submit and receive approval from the City for a site plan under Section 41 of the Planning Act. Furthermore, the owner shall develop the said lands in accordance with the approved site plan.
2. That the owner shall pay the actual cost of abandoning and disconnecting, at the watermain, any of the existing water services that cannot be used and furthermore, prior to issuance of a building permit, the owner shall pay to the City the estimate cost of abandoning and disconnecting the existing water services at the watermain as determined by the City Engineer.
3. The owner shall pay the actual cost of abandoning and plugging any of the existing sewer laterals, that cannot be used, in accordance with the City's standard and furthermore, prior to issuance of a building permit, the owner shall pay to the City the estimate cost of abandoning and plugging the existing sewer laterals as determined by the City Engineer.
4. The owner shall pay the actual cost of constructing any service laterals required to service the lands, prior to issuance of any building permit.
5. That prior to the passing of the zone change by-law, the owner shall enter into an agreement with the City, registered on title, satisfactory to the City Solicitor, covering the conditions noted above.

Memo



PLANNING AND  
BUILDING SERVICES

APR 21 2006

April 20, 2006

Mr. Chris DeVriendt  
Senior Development Planner  
Department of Planning City of Guelph  
59 Carden Street  
GUELPH, Ontario  
N1H 3A1

Dear Mr. DeVriendt:

**Re: Proposed Zoning By-law Amendment for lands municipally known as 365  
Watson Parkway North from a Specialized R.1C-15 Zone to a Specialized  
R.3A Zone to permit a 12 unit cluster townhouse development  
City Guelph File #'s ZC0603**

---

Thank you for your notice of March 31, 2006. The Guelph Development Association supports this application.

The subject property is located along an arterial road and the increase in density from 8 units to 12 units represents a modest intensification for the site.

We encourage staff to expedite the processing of this application.

Yours truly

A handwritten signature in black ink, appearing to read 'Tom Krizsan', with a stylized flourish extending to the right.

Tom Krizsan  
President

Brenda and Paul Hendry  
15 Shackleton Drive  
Guelph, ON  
N1E 7K5  
(519)821-6331

PLANNING AND  
BUILDING SERVICES

APR 19 2006

April 6, 2006

Chris DeVriendt  
Senior Development Planner  
Planning and Building Services  
Planning Division  
City Hall, 59 Carden Street  
Guelph, ON  
N1H 3A1

Dear Mr. DeVriendt,

We have recently been made aware of the zoning amendment being proposed for 365 Watson Parkway North. We are located at 15 Shackleton Drive, which is also known as Lot #39.

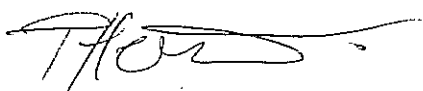
After careful review of the proposal we felt it was necessary to write to let the City know of our disapproval of this rezoning. We purchased our home in October of 2004, at which time we were told that the area of land located at 365 Watson Parkway North was to be 8 detached residential units not town homes. We purchased our home under this understanding. In no way was there a roadway mentioned to run between Lot #38 and this development. This concerns us.

Not only will this proposal add immensely to the population we anticipated living there but also to noise level and traffic in our neighbourhood. We are also concerned that the townhouses will decrease our property value in comparison to single detached homes.

We, along with many of our neighbours, are very opposed to this amendment and hope that our concerns be taken into consideration. Please feel free to contact us for anymore input into this matter.

Thank you!

Sincerely,



Brenda Hendry

Paul and Brenda Hendry

Chris DeVriendt

---

**From:** MIKA RAJAMAKI [mikarajamaki@rogers.com]  
**Sent:** Sunday, April 30, 2006 11:28 PM  
**To:** Chris DeVriendt  
**Subject:** Re: 365 Watson Parkway North- Proposed Zoning By-Law Amendment

Dear Mr. Chris DeVriendt :

As residents and owners of 11 Shackleton Drive, known as Lot 38 on the proposed sketch, we are strongly against the rezoning of 365 Watson Parkway North (File ZC0603) from detached homes to townhouse clusters. Our primary concern is the proposed roadway that provides access to the townhouses' driveways. This road is just over three metres from our home. We can already anticipate the increased noise levels due to this road with cars idling in the driveways, doors slamming and road traffic in the early morning hours.

This is not what we planned on when we chose our dream home to raise our children. We believed the said lot could be developed with detached homes. Had we known there were going to be townhouse clusters with a road, we would definitely not have purchased this lot with the large premium involved. We feel this amendment will cause depreciation in value and quality of our property.

As our property is mainly the only home directly affected by this rezoning, we hope our concern is addressed.

Respectfully,

Mika & Michelle Rajamaki

# SCHEDULE 7

## PUBLIC NOTIFICATION SUMMARY

January 31, 2006	Application submitted to the City of Guelph
March 24, 2006	Notice of Application sign erected on the property.
March 31, 2006	Notice of Application mailed to prescribed agencies and surrounding property owners within 120 metres.
July 10, 2006	Notice of Public Meeting mailed to prescribed agencies and surrounding property owners with 120 metres.
July 31, 2006	Public Meeting of City Council.





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**TO:** Finance, Administration & Community Services Committee

**DATE:** 2006/07/31

**SUBJECT:** LAND AMBULANCE SERVICE AGREEMENT

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**RECOMMENDATION:**

"That the Mayor and Clerk be authorized to execute on behalf of the Corporation of the City of Guelph the proposed agreement provided as *Attachment #1* to this report between the City and Royal City Ambulance Service Ltd."

**BACKGROUND:**

The Finance Administration and Community Services Committee received a report dated July 12, 2006 to authorize the execution of an agreement between the City and Royal City Ambulance Services Ltd. Subsequently on July 17, 2006 the matter was deferred by Council to the July 31<sup>st</sup> meeting. The complete agreement is provided for Council's review.

**REPORT:**

There is a current interim agreement with Royal City Ambulance for services that expires on July 31, 2006. The interim agreement was signed pending the Provincial decision on continued delivery agent status for the City and the County. In April 2006 the City was confirmed as the designated delivery agent by the Ministry of Health and Long Term Care.

This new agreement with Royal City Ambulance service Ltd. Commences on August 1, 2006 and expires December 31, 2008, with an option for the City to extend the agreement for an additional two years on the same terms and conditions, except for compensation which is to be determined by the parties acting reasonably. The City will have to provide notice of the decision to extend no later than 120 days prior to the expiration of the agreement. If the two year option is picked up, then the agreement would be in effect until December 31, 2010.

The new agreement includes the following items of note:

- The Operator agrees to work with staff to relocate the Harvard Rd. base to a mutually acceptable relocation within one year of the agreement as requested by Council.
- New provisions dealing with City control over leases and ambulance bases.

#### **CORPORATE STRATEGIC PLAN:**

To manage growth in a balanced sustainable manner  
To enhance community wellness  
To have exemplary management practices

#### **FINANCIAL IMPLICATIONS:**

The annual approved funding to the contractor for service may be adjusted only through mutual agreement of both parties. The new agreement specifies that the contractor (Royal City Ambulance) must advise the City of any over budget expenditures and must have them approved prior to incurring these unexpected expenditures.

August – December - 2006 \$3,453,433.00 – *As approved in 2006 budget year.*

2007 - \$8,785,275.00

2008 - \$9,312,391.00

No financial projections were submitted for the period of the two year option.

#### **DEPARTMENTAL CONSULTATION/CONCURRENCE:**


The contract and related operational details were reviewed by Legal, Finance and Emergency services. All are in agreement with the content of this contract.

#### **COMMUNICATIONS:**

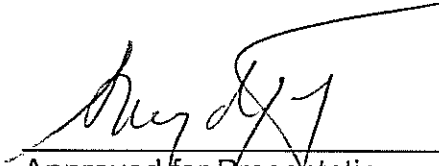
Copies of the subject agreement have been provided to County Staff.



Prepared & Recommended By:  
Lyle Quan,  
Deputy Fire Chief - Administration,  
519-824-6590  
[Lyle.quan@guelph.ca](mailto:Lyle.quan@guelph.ca)



Recommended by:  
Shawn Armstrong,  
Director/Fire Chief,  
519-824-6590  
[shawn.armstrong@guelph.ca](mailto:shawn.armstrong@guelph.ca)



Approved for Presentation:  
Larry Kotseff,  
Chief Administrative Officer

**LAND AMBULANCE SERVICE**

**PERFORMANCE AGREEMENT**

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## LAND AMBULANCE SERVICE PERFORMANCE AGREEMENT

This Agreement dated July 17, 2006:

### **BETWEEN:**

THE CORPORATION OF THE CITY OF GUELPH  
(hereinafter referred to as "the City")

### **OF THE FIRST PART**

- and -

ROYAL CITY AMBULANCE SERVICE LTD.  
(hereinafter referred to as "the Operator")

### **OF THE SECOND PART**

### **WHEREAS:**

- 1) By letter dated the 18<sup>th</sup> day of May, 2000 and further letter dated the 31<sup>st</sup> day of March, 2006, the Province of Ontario has designated the City as the delivery agent for land ambulance services for the area comprising the County of Wellington and the City;
- 2) The City is authorized pursuant to the provisions of the Act to enter into agreements for the provision of ambulance services;
- 3) The City wishes to provide for land ambulance service in accordance with this Agreement, the Act, the regulations passed from time to time under the Act ("the regulations") and the Ministry and EHSB standards ("the standards"), all as may be amended from time to time, or any successor thereof;
- 4) The City published Request for Proposal No. 05-046 to solicit applications from interested service providers ("Request for Proposal"), and has selected the proposal from the above-named Operator, dated July 22, 2005 (the "Proposal"); and
- 5) The City and the Operator are currently working under an Interim Land Ambulance Service Performance Agreement executed by the Operator on June 7, 2005 and by the City on June 9, 2005, which was amended by an Amendment to Interim Land Ambulance Service Performance Agreement dated December 22, 2005, and expires on June 30, 2006;



**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

**DEFINITIONS**

In this Agreement,

“advanced care paramedic” has the same meaning that it has in O. Reg. 257/00;

“Act” means the Ambulance Act, R.S.O. 1990, c. A.19, as amended from time to time, or any successor thereof;

“advanced emergency medical care assistant” has the same meaning that it has in O.Reg. 257/00;

“ambulance” and “ambulance service” have the same meaning that they have in the Act;

“base hospital” has the same meaning that it has in the Act ;

“base hospital program” has the same meaning that it has in the Act;

“business days” means Monday to Friday, excluding any holiday observed by the City;

“certificate” has the same meaning that it has in the Act;

“critical care paramedic” has the same meaning that it has in the Act;

“delivery agent” has the same meaning that is has in the Act;

“Director” has the same meaning that it has in the Act;

“Director of Emergency Services” means the Director of Emergency Services – Fire/Ambulance, of the City, or the Deputy Fire Chief of Administration of the City, or any other person designated from time to time by the Director of Emergency Services – Fire/Ambulance;

“EHSB” means the Emergency Health Services Branch of the Ministry, or any successor thereof;

“emergency” has the same meaning that it has in O. Reg. 257/00;

“emergency medical attendant” has the same meaning that it has in the Act;

“emergency medical care assistant” has the same meaning that it has in O. Reg. 257/00;

“emergency response vehicle” has the same meaning that it has in O. Reg. 257/00;

“land ambulance service” has the same meaning as land ambulance services in the Act ;

“legislation” includes by-laws, statutes and regulations;

“Minister” has the same meaning that it has in the Act;

“Ministry” has the same meaning that is has in the Act;

“O. Reg. 257/00” means Ontario Regulation 257/00, as amended from time to time, or any successor thereof;

“paramedic” has the same meaning that it has in the Act;

“primary care paramedic” has the same meaning that it has in O. Reg. 257/00;

“patient” has the same meaning that it has in O. Reg. 257/00;

“patient care equipment” means the equipment used to provide land ambulance service; and

“term” means the initial term of this Agreement as set out in Paragraph 23.2, and any renewals or extensions of this Agreement.

## ARTICLE 1 - GENERAL

- 1.1 The Operator shall provide the City with a land ambulance service as set out in, and operated in accordance with the Act, the regulations, the standards, all other applicable legislation and this Agreement. **It shall be the Operator’s responsibility to ensure that all aspects of the land ambulance service as described in this Agreement comply at all times with the Act, the regulations, the standards, all other applicable legislation and the provisions of this Agreement.**
- 1.2 In order to ensure that the services provided are as anticipated by the City upon acceptance of the Operator’s Proposal, the Operator shall be bound by all terms of its Proposal (see Appendix F), including all warranties, representations and indemnities contained therein, except to the extent that such terms are in direct conflict with this Agreement or any applicable statute, regulation or standard.

- 1.3 The Operator shall in providing the land ambulance service adhere to and respect the principles for Land Ambulance Service Delivery as set out in the Report of the Land Ambulance Transition Task Force Report to the Minister of Health and Red Tape Commission dated August 1998 ("the principles") and the key objectives of the City as set out in the Request for Proposal ("the objectives").
- 1.4 In the event of direct conflict between any of the Act, the regulations, other applicable legislation, the standards, the principles, the Agreement, the objectives or the Proposal, they shall prevail in that order.
- 1.5 The City shall use the Operator's ambulance service as and when required, but shall be under no obligation to provide any minimum level of activity or call volume to the Operator.
- 1.6 The Operator shall report to the Director of Emergency Services only, on all matters relating to land ambulance service.

## **ARTICLE 2 - CONTINUITY OF SERVICE**

- 2.1 The Operator shall ensure that land ambulance service is continuously available, and that an adequate number of qualified staff are available to deliver land ambulance service in accordance with the staffing pattern set forth in Appendix A. Without limiting any other provision of this Agreement, the Operator shall notify the Director of Emergency Services immediately if the staffing pattern cannot be met at any time. This duty to notify shall not relieve the Operator from its obligations set forth in Paragraph 2.2.
- 2.2 The Operator shall not change the staffing pattern temporarily if such change will compromise Balanced Emergency Coverage for the area as defined in the Central Ambulance Communications Centre Policy and Procedures manual, as amended from time to time, or any successor thereof.
- 2.3 The Operator shall provide access to a supervisor, twenty-four hours a day, seven days a week, for the purpose of addressing service delivery issues.

## **ARTICLE 3 - EMERGENCY STAFF**

- 3.1 For greater clarification, should the requirements of this provision and the requirements set out in the Act, the regulations or any other applicable legislation be inconsistent, the Operator shall at all times adhere to the higher standard.
- 3.2 In addition to and without limiting Article 5 or any other provision of this Agreement, the

Operator shall ensure that each person employed by it as an emergency medical attendant, emergency medical care assistant, advanced emergency medical care assistant or paramedic (including but not limited to primary care paramedic, advanced care paramedic or critical care paramedic) (collectively "emergency staff") holds all applicable qualifications set out in the Act, the regulations and the standards, as the case may be, and holds such qualifications and meets such other conditions as from time to time may be further prescribed by statute, regulation, or standard, or otherwise determined by the Minister or the Director

- 3.3 a) In each instance where the Operator proposes to employ new emergency staff, the Operator shall do so in accordance with applicable legislation, the standards, and any existing employment contracts or collective agreements.
- b) In addition to Article 2, all ambulance units should be staffed with a Paramedic I and a Paramedic II, as part of the normal staffing pattern. It is understood that this may not always be possible due to circumstances such as unforeseen illness, bereavement or other similar circumstances. However, the Operator shall take all reasonable steps to ensure that this provision is met. The Operator shall notify the Director of Emergency Services immediately if this provision cannot be met at any time. This duty to notify shall not relieve the Operator from its obligations set forth in this paragraph.
- 3.4 The Operator shall ensure that all emergency staff in its employ:
- a) abide by and meet the requirements of the Act, the regulations, the standards, this Agreement and all other legislation applicable to the operation of the land ambulance service, including but not limited to all applicable legislation relating to the workplace;
- b) are capable of providing service in accordance with the Act, the regulations, the standards, this Agreement and all other applicable legislation and in particular, shall be capable of continuing to function effectively in accordance with the standards ; and
- c) while on duty, have on his or her person an identification device issued by the Director.

**ARTICLE 4 - LABOUR RELATIONS**

- 4.1 The Operator shall establish and maintain a labour/management environment satisfactory to the City that promotes the effective and efficient delivery of land ambulance service on a continuous basis.

**ARTICLE 5 - TRAINING AND TESTING OF PERSONNEL**

- 5.1 The Operator shall be responsible for assessing and determining the training needs of each staff member and evaluating whether the assessed training needs of staff are met.
- 5.2 In addition, the Operator shall ensure that all emergency staff participate in and remain qualified in continuing education and competency maintenance activities, including local patient care delivery programs such as auto-defibrillation, symptom relief and other advanced life support (ALS) procedures, in accordance with the mandatory training requirements set out in the Act, the regulations, the standards and otherwise as may be required by law from time to time.
- 5.3 The Operator shall provide needed training, directly or in conjunction with support groups such as a base hospital program, regional training coordinator, EHSB or any other agency or program, where applicable.
- 5.4 The Operator, or its designate with full management authority, shall participate in provincial quality assurance and emergency health services planning activities and committees.
- 5.5 The City shall be entitled to:
- a) inspect the results of any tests or examinations related to employment, taken by any staff member of the Operator;
  - b) observe patient care delivery; and
  - c) review patient care documentation and any other relevant file or information of any staff member, subject to the restrictions set out in Section 19 of the Act regarding personal health information, as amended from time to time, or any successor thereof, and any other legislation relating to the disclosure of personal information, as may be applicable from time to time;
- 5.6 Where appropriate, the City may consult with the Operator in matters pertaining to the training and testing of the Operator's staff.
- 5.7 The Operator will require all staff to possess and carry at all times a valid driver's license

for the Province of Ontario and to maintain the driver's license in good standing. The Operator will further require staff to immediately report to the Operator any license suspensions, and any driving-related convictions under the *Highway Traffic Act*, R.S.O. 1990, c. H.8 or the *Criminal Code*, R.S.C. 1985, c. C-46.

- 5.8 The Operator will record all instances of license suspensions, and any *Highway Traffic Act* or *Criminal Code* convictions related to driving, and will report these immediately to the Fleet Superintendent of the City.
- 5.9 The Operator will provide to the Fleet Superintendent of the City, in relation to all staff, an initial photocopy of the driver's license and an annually updated written list of driver's licenses, which shall include the name, address, license number, expiration date and class (AZ, DZ, BM, etc.) and any restrictions noted on each license document.
- 5.10 In addition to its obligations in 5.7, 5.8 and 5.9, it shall be the responsibility of the Operator to ensure that, where applicable, its employees at all times meet all driver's license requirements as may be set out in the Act, the regulations, any other applicable legislation, and the standards.

#### **ARTICLE 6 - UNAUTHORIZED PASSENGERS**

- 6.1 The Operator shall make every reasonable and practical effort to ensure that no person other than employees of the Operator, authorized servants or agents of the Minister or of the City, persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement, medical attendants or escorts for such persons, and any other person, such as a family member or observer, authorized in advance by the Operator, shall travel as a passenger or crew member in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Agreement.

#### **ARTICLE 7 - VEHICLES**

- 7.1 It is acknowledged that the ambulances presently in use in Harriston, Mount Forest, Fergus, Guelph, Arthur and Drayton are the property of the City. There are fourteen (14) ambulances in full service, as set out in Appendix C. The Operator hereby leases the fourteen (14) full services vehicles from the City, at no additional cost to the Operator, for use in accordance with this Agreement.
- 7.2 The Operator, in providing land ambulance service, shall use only those ambulance and emergency response vehicles provided by the City.
- 7.3 The Operator shall ensure that all ambulances and emergency response vehicles used to provide the services herein are properly cared for, operated and maintained in accordance

with the Act, the regulations, any other applicable legislation, the standards and this Agreement.

- 7.4 The Operator shall ensure that a sufficient number of ambulance and emergency response vehicles from the fleet provided by the City are maintained in accordance with the standards set out in paragraph 7.3, at all times, to ensure the continuous provision of land ambulance service in the area normally served by the Operator.
- 7.5 The life cycle and replacement of ambulances provided in accordance with this Agreement will be determined by the Fleet Superintendent of the City.

#### **ARTICLE 8 – EQUIPMENT, MATERIALS AND SUPPLIES**

- 8.1 The Operator, in providing land ambulance service, shall ensure that all ambulances and emergency response vehicles are equipped with the type and quantity of patient care equipment, materials and supplies required by the Act, the regulations, the standards and any other legislation which is applicable from time to time.
- 8.2 The Operator shall not include in the ambulance or emergency response vehicles any materials, supplies or patient care equipment that are not set out in the standards, except with the prior written approval of the Director and the Director of Emergency Services.
- 8.3 The Operator shall not modify or make other changes to the patient care equipment, materials or supplies that may contravene the standards, without prior written approval of the Director and of the Director of Emergency Services.

#### **ARTICLE 9 - MAINTENANCE OF VEHICLES & EQUIPMENT**

- 9.1 The Operator shall ensure that each vehicle and item of equipment used in the provision of land ambulance service is maintained in a safe mechanical condition and in a proper working order in accordance with the Act, the regulations, any other applicable legislation and the standards.
- 9.2 All ambulance service vehicles will be serviced or repaired at the City of Guelph Fleet Services Garage at 45 Municipal Street, Guelph, where possible. The vehicles must be thoroughly cleaned and sanitized for the City to accept them for maintenance or repair.
- 9.3 For repairs outside of the Fleet Services Garage, requests for maintenance or repair of any ambulance service vehicles provided by the City must be made to the City before any work can commence. Written estimates must be provided to and approved by the a Fleet Services Lead Mechanic of the City or the Fleet Superintendent of the City prior to performing any work.

- 9.4 In addition to the duty to thoroughly clean and sanitize ambulance service vehicles prior to maintenance or repair by the City, the Operator shall take all reasonable and practicable measures to ensure that each ambulance service vehicle and all items of equipment, materials and supplies, are clean and sanitary at all times.
- 9.5 The Operator shall ensure that all equipment, materials and supplies are secured in the vehicle in a safe manner in accordance with the standards, with the guidelines issued by the manufacturer, and with the health and safety requirements set out in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.
- 9.6 The Operator shall not modify or make other changes to an ambulance or emergency response vehicle that may contravene the standards, without the prior written approval of the Director and of the Fleet Superintendent of the City.

#### **ARTICLE 10 – COSTS OF MAINTENANCE, REPAIR AND REPLACEMENT**

- 10.1 When approved in accordance with this Agreement, the City shall pay the cost of vehicle maintenance, repair and replacement required to meet the criteria set out in paragraph 9.1, for the City-owned ambulance and emergency response vehicles used by the Operator pursuant to this Agreement.
- 10.2 The City shall be responsible upon request by the Operator to arrange for the maintenance, repair and replacement of equipment permanently mounted in the ambulance or emergency response vehicle, as required to meet the criteria set out in paragraph 9.1, and such maintenance, repair or replacement shall be at the cost of the City.
- 10.3 The Operator shall be responsible to arrange for the provision, maintenance, repair and replacement of:
- i) supplies, including drugs; and
  - ii) equipment that is not permanently mounted in the ambulance or emergency response vehicle,

as required to meet the criteria set out in paragraph 9.1

The provision, maintenance, repair or replacement of such items shall be at the cost of the City in accordance with the approved annual budget set out in Appendix G. However, any such expenses which exceed the approved annual budget set out in Appendix G shall be the responsibility of the Operator and shall not be the responsibility of the City unless the City has provided prior written approval for



same.

- 10.4 All vehicles and equipment, including supplies, shall at all times remain the property of the City. This clause shall apply notwithstanding any assignment of this Agreement pursuant to paragraph 33.1.

#### **ARTICLE 11 – FUEL**

- 11.1 a) The City will provide fuel at its own cost for every ambulance operated in accordance with this Agreement. Fuel will be provided by the City at the Public Works site at 45 Municipal Street. This will be the primary fuelling location, and the Operator shall require its drivers to use this site as a first choice.
- b) Any fuel purchased off site will be purchased at retail locations that have provided the City of Guelph with a fuel card, and will be purchased using that fuel card. A receipt for each purchase of fuel off site, indicating the date, time, quantity of fuel, per unit price, vehicle number and driver's name, must be submitted by the Operator to the Fleet Superintendent of the City on or before the last day of each month. These receipts must balance with the monthly statement provided by each fuel retailer in relation to the fuel card. Any discrepancies will be charged by the City back to the Operator.

#### **ARTICLE 12 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT**

- 12.1 In the provision of land ambulance service herein, the Operator shall use radio and other communications equipment provided by the Ministry.
- 12.2 The Operator shall ensure that all radio and communications equipment used by it in providing services pursuant to this Agreement is maintained in a safe operating condition and in proper working order. The Operator shall schedule repair and maintenance in accordance with the standards and with local Central Ambulance Communications Centre policy regarding maintenance and use of telecommunications equipment, as amended from time to time. It is understood by the parties that the costs for repair and maintenance shall be borne by the Ministry.

#### **ARTICLE 13 - STATIONS**

- 13.1 a) The Operator shall provide, at its own cost, base locations for the ambulance service and its vehicles and personnel, as set out in Appendix D or as otherwise provided for in (c) and (d). Without limiting the foregoing, where any base location is rented or leased by the Operator, the Operator shall maintain such rental or lease agreement in good standing at all times during the term of this Agreement. The Operator shall notify the

City in writing immediately of any default by the Operator relating to any such rental or lease agreement.

- b) The parties agree that the current full-time and part-time base locations are as shown on Appendix D.
- c) The Operator may be required to change base locations as may from time to time be requested by the City. In such case, the new location of the base location must be to the mutual satisfaction of both the Operator and the Director of Emergency Services, acting reasonably, and the Operator agrees that it will in such cases work with the Director of Emergency Services to find a mutually acceptable new location. Without limiting the foregoing, any new base location would also be required to comply with City of Guelph By-law Number (1995)-14864, as amended from time to time, or any successor thereof (“the Zoning By-law”), the standards and all applicable legislation.
- d) Without limiting the Operator’s responsibilities under (a), if, as a result of the termination or expiry of a rental or lease agreement relating to a base location, a base location is no longer available to the Operator, a new base location shall be determined by the parties and the new base location must be to the mutual satisfaction of both the Operator and the Director of Emergency Services, acting reasonably. The Operator agrees that it will in such cases work with the Director of Emergency Services to find a mutually acceptable new location. Without limiting the foregoing, any new base location would also be required to comply with City of Guelph By-law Number (1995)-14864, as amended from time to time, or any successor thereof (“the Zoning By-law”), the standards and all applicable legislation.

- 13.2 The Operator agrees to take all steps necessary to relocate the base location currently located on Harvard Road in the City of Guelph (“Harvard Road base location”) within one year of the Commencement Date of this Agreement, to a location within the service area covered by the Harvard Road base location which is to the mutual satisfaction of both the Operator and the Director of Emergency Services, acting reasonably. The Operator agrees that it will work with the Director of Emergency Services to find a mutually acceptable location for the new base location. Without limiting the foregoing, the new base location must also comply with City of Guelph By-law Number (1995)-14864, as amended from time to time, or any successor thereof (“the Zoning By-law”), the standards and all applicable legislation.

#### **ARTICLE 14 – CHANGE IN SERVICES**

- 14.1 The services provided by the Operator, including the location of the ambulance service base locations, shall not be changed except in accordance with the provisions of this Agreement.

**ARTICLE 15 - GENERAL SECURITY**

- 15.1 Every reasonable and practical attempt shall be made by the Operator to have ambulance and emergency response vehicles and equipment kept in a base location building or other secure area at a base location unless the vehicle is assigned to a vehicle maintenance or safety inspection facility or is otherwise assigned by the Cambridge Central Ambulance Communications Centre.
- 15.2 The Operator shall provide security measures for all ambulance base location buildings and for the contents of ambulance and emergency response vehicles. Without limiting the generality of the above, the Operator shall ensure that all drugs carried in an ambulance or emergency response vehicle are secured in a locked compartment and shall provide and maintain in working order, locks at each entrance to each base location building and a smoke alarm for each base location building.
- 15.3 In addition, the Operator shall provide security measures sufficient to ensure the confidentiality of patient related records.
- 15.4 Without limiting the obligations set forth in Paragraphs 15.1, 15.2 and 15.3, the Operator shall have a written guideline relating to security for ambulance base locations (including buildings), ambulance and emergency response vehicles, drugs and patient related records, and shall provide a copy of such guideline to the City upon request.

**ARTICLE 16 - OPERATIONAL REQUIREMENTS**

- 16.1 It is understood that the Cambridge Central Ambulance Communication Centre, or a successor agency, will provide for the dispatching of calls to the Operator, at no cost to the Operator.
- 16.2 The Operator shall normally provide land ambulance service within the area of the province of Ontario designated in Appendix D and as directed by the Cambridge Central Ambulance Communication Centre. The Operator shall provide land ambulance service beyond the area set out in Appendix D as directed by the Cambridge Central Ambulance Communication Centre, and only in such circumstances.
- 16.3 The Operator shall be responsible for maintaining operational records, including but not limited to, incident reports, ambulance call reports, patient care reviews, service review documents, statistics relating to land ambulance services provided (including call frequencies in specific areas, response times and types of calls), and those documents listed in Appendix E. Operational records shall be provided to the City upon request. Without limiting the foregoing, the Operator shall provide to the City quarterly and annual reports containing the up-to-date statistics relating to land ambulance services for

the relevant quarterly period or calendar year, as the case may be.

- 16.4 The Operator shall be entitled to participate in special events coverage within the area of the province of Ontario designated in Appendix D, and to utilize the ambulance and emergency service vehicles provided by the City pursuant to this Agreement for this purpose, provided that the Operator adheres to the provisions of this Agreement, and to all applicable legislation and standards and that the Operator continues to provide all services at the levels set forth in this Agreement and in accordance with the Act, the regulations, the standards, all other applicable legislation the provisions of this Agreement.

#### **ARTICLE 17 - SERVICE PERFORMANCE TIME AND QUALITY ASSURANCE**

- 17.1 The Operator shall ensure a service reaction time for all emergency calls in accordance with Appendix B. Such reaction time is recognized by the City and the Operator as being a maximum reaction time.

#### **ARTICLE 18 - CONFIDENTIALITY OF INFORMATION**

- 18.1 Information submitted to the City by the Operator as part of this Agreement is supplied in confidence.
- 18.2 Neither party shall disclose the information to any person, with the exception of an inspector or investigator appointed by the Director under the Act, unless required to do so by any other law, or by a court of competent jurisdiction.
- 18.3 Notwithstanding any other provision of this Agreement, the Operator shall ensure that it complies at all times with the restrictions set out in Section 19 of the Act, as amended from time to time, or any successor thereof, regarding the disclosure of personal health information, and with the provisions of any other applicable legislation regarding the disclosure of personal information.
- 18.4 The Operator shall make appropriate arrangements for all affected employees to consent to the release of information to the City confirming that they have been immunized as required by law, as well as the release of driver-related information (including a copy of the employee's driver's license, as may be required from time to time, and information concerning any license suspensions, and any driving-related convictions under the *Highway Traffic Act*, R.S.O. 1990, c. H.8 or the *Criminal Code*, R.S.C. 1985, c. C-46 which the employee may have during the term of this Agreement.

#### **ARTICLE 19 - OPERATIONAL BUDGETS**

- 19.1 The amount of annual compensation to be paid by the City to the Operator during the initial

term of this Agreement is as follows:

- 1) August-December 2006: three million four hundred and fifty-three thousand four hundred and thirty-three dollars and thirty cents (\$3,453,433.30)
- 2) Year 2007: eight million seven hundred and eighty-five thousand two hundred and seventy-five dollars (\$8,785,275.00)
- 3) Year 2008: nine million three hundred and twelve thousand three hundred and ninety-one dollars (\$9,312,391.00),

as set out further in Appendix G attached hereto.

- 19.2 With respect to payment of the compensation referred to in 19.1, the Operator shall receive from the City twelve equal payments per calendar year. Payments are to be made on the 15<sup>th</sup> day of each month.
- 19.4 The Operator agrees to provide the land ambulance service for the initial term in accordance with the approved budget set out in Appendix G.
- 19.5 Notwithstanding Paragraph 19.4, in the event that the Operator proposes to make an expenditure during any quarterly period, as defined in Appendix E, which (i) exceeds the annual budgeted amount for the type of expense as set out in Appendix G, or (ii) is not approved in the annual budget as set out in Appendix G, the Operator shall make a written request to the City for approval of the expense. The City will only be responsible for such cost if it approves the expenditure in writing prior to the purchase being made.
- 19.6 In the event of a surplus at the end of the calendar year based on the overall annual budget set out in Appendix G, any such surplus shall be returned to the City along with the annual financial statement. Such funds shall be retained by the City in a reserve fund for the purpose of offsetting any future approved costs or deficiencies incurred in accordance with this Agreement, that may arise in the operation of the land ambulance service. Any surplus of funds that remains at the termination or expiration of this Agreement, based on the total costs set out in Appendix G, shall be returned to the City no later than ninety (90) days following the termination or expiry date, as the case may be, to be used by the City as it determines appropriate.
- 19.7 Upon execution of this Agreement, the Operator shall provide the City with a letter from a recognized bank or other financial institution, satisfactory to the City's Director of Finance, showing a commitment to provide a line of credit in the amount of three hundred thousand dollars (\$300,000), to secure all of the Operator's obligations under this Agreement.

- 19.8 Notwithstanding Paragraphs 19.1 and 19.4, the City agrees to pay any additional costs for which it is determined by binding arbitration or by a court of competent jurisdiction that the Operator is responsible in relation to the Ontario Health Premium, arising during the term of this Agreement.
- 19.9 Notwithstanding Paragraphs 19.1 and 19.4, the City further agrees to pay any additional costs relating to wage increases in excess of what is set out in Appendix G, arising from a decision made by way of negotiated settlement or binding arbitration after the date of execution of this Agreement by both parties, for wages of employees of the Operator affected thereby which are incurred during the term of this Agreement. It is agreed that any wage increases arising from a decision made by negotiated settlement, binding arbitration or otherwise prior to execution of this Agreement by both parties, are reflected in Appendix G and shall not give rise to any additional costs to the City.
- 19.10 The City shall forward any grant applications of which it is aware to the Operator in a timely manner and the Operator shall be responsible for making any application for provincial grant monies. Should a grant be approved by the Province and grant monies paid to the City then the City will reimburse the Operator the amount of eligible costs expended by the Operator over the approved budget provision, up to amount of the grant monies received, provided that all expenditures for eligible costs over the approved budget have been previously approved by the City.

## **ARTICLE 20 - EXCLUSIVITY**

- 20.1 The Operator shall ensure that any vehicles, equipment, material, supplies and funds provided by the City shall be used exclusively for the purpose of discharging the Operator's obligations under this Agreement and for no other purpose unless such purpose is authorized, in advance and in writing, by the City or an authorized representative thereof.

## **ARTICLE 21 – REPORTS**

- 21.1 The Operator shall complete, maintain and submit reports as set out in Appendix E and any other reports pertaining to the operation of the land ambulance service as are required by the City, the Director or the Minister.
- 21.2 For the purpose of this Paragraph, “quarterly budget variance” means any overall surplus or deficiency based on the total monthly payments due from the City to the Operator during any given quarterly period. “Quarterly period” is as defined in Appendix E. “Annual budget variance” means any overall surplus or deficiency based on the annual budget for the calendar year, as set out in Appendix G.

In addition to the reports set out in Appendix E, the Operator shall submit to the City no later than five (5) business days following the deadline for submission of each quarterly financial performance report, a written report notifying the City of any quarterly budget variance, and the reasons therefore. Similarly, the Operator shall submit to the City no later than five (5) business days following the deadline for submission of the annual financial statement, a written report notifying the City of any annual budget variance, and the reasons therefore.

## **ARTICLE 22 - PROTECTION FROM CLAIMS AND GENERAL INSURANCE**

- 22.1 The Operator shall indemnify and save harmless the City, its officers and employees from and against all claims that may arise from the Operator's provision of or failure to provide services under this Agreement, or that may arise from any breach by the Operator of this Agreement or from any other act or omission of the Operator, its employees, officers, directors, servants, invitees, agents (including contractors and subcontractors) or authorized representatives. This provision shall survive the termination or expiration of this Agreement.
- 22.2 The Operator shall insure itself against all claims that might arise from anything done or omitted to be done by the Operator or its employees, officers, directors, servants, invitees, agents (including contractors and subcontractors) or authorized representatives (collectively referred to in Section 22.3 as "Personnel") in carrying out the services under this Agreement, including any and all claims that might arise from anything so done or omitted to be done under this Agreement where bodily injury, death or property damage, including loss of use or personal injury, is caused.
- 22.3 Without restricting the generality of Section 22.2, the Operator shall maintain in full force and effect during the term of this Agreement, a policy of comprehensive general liability, medical malpractice liability, tenant's legal liability and non-owned auto liability insurance, in form and substance acceptable to the City, each providing coverage of not less than ten million dollars (\$10,000,000.00) per occurrence for claims of bodily injury, death or property damage, including loss of use or personal injury, that may arise directly or indirectly from the acts or omissions of the Operator or its Personnel under this Agreement.
- 22.4 The insurance policy referred to in Section 22.3 shall include the following terms:
- a) a clause that adds Her Majesty the Queen in Right of Ontario, as represented by the Minister of Health, the County, the City, and the officers, directors, employees, agents, assigns, independent contractors and subcontractors of such entities, as additional insureds;

- b) a cross-liability insurance clause endorsement acceptable to the City and the Minister;
- c) a clause requiring the insurer to provide thirty days prior written notice to the City in the manner set forth in the insurance policy prior to any termination, expiry, variation or non-renewal of the policy;
- d) a clause that provides that the protection for the City and the Minister under the insurance policy shall not be affected in any way by any act or omission of the Operator or its Personnel; and
- e) a clause including liability arising out of contract or agreement.

22.5 The Operator shall maintain in full force and effect during the term of this Agreement insurance sufficient in value to cover the cost of and in relation to:

- (i) any building owned by the Operator and used in relation to the land ambulance service;
- (ii) the contents of any building owned or leased by the Operator for use in providing the land ambulance service

22.6 The City shall maintain in full force and effect during the term of this Agreement vehicle insurance for all ambulance service vehicles provided by the City to the Operator. The Operator agrees that it shall ensure that no action is taken by itself, its employees, officers, directors, servants, invitees, agents (including contractors and subcontractors) or authorized representatives that renders any portion of such insurance invalid.

22.7 Upon execution of this Agreement, and thereafter upon renewal or upon request by the City, the Operator shall submit to the City proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policies to demonstrate compliance with the requirements of Sections 22.2, 22.3, 22.4 and 22.5.

22.8 For greater certainty, and without limiting any other provision herein, the Operator shall also at all times:

- (a) maintain a current "Certificate of clearance" from the Workplace Safety and Insurance Board of Ontario, or any successor thereof, and shall upon request by the City provide a copy of the current Certificate of Clearance to the City; and
- (b) comply with the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, as amended from time to time, or any successor thereof, and with all other applicable legislation relating to the workplace.



**ARTICLE 23 - TERM, TERMINATION AND AMENDMENT OF AGREEMENT**

- 23.1 In this Article, "amendment" means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Agreement, including the Appendices to this Agreement, and "amend" has a corresponding meaning.
- 23.2 This Agreement shall become effective at 12:00 a.m. on **August 1, 2006** and shall continue until 11:59 p.m. on **December 31, 2008**, unless terminated earlier under the provisions of this Agreement ("initial term"). The Operator agrees to ensure that there is no lapse of services between the expiration of the existing Interim Land Ambulance Service Performance Agreement between the City and the Operator, which expires on July 31, 2006, and the commencement of this Agreement at 12:00 a.m. on August 1, 2006.
- 23.3 The Agreement may be extended for an additional two (2) year term at the option of the City, on the same terms and conditions, save for compensation which shall be determined by the Operator and the City acting reasonably. The City will provide written notice to the Operator of its intent to extend the Agreement for an additional two (2) year term, no later than one hundred and twenty (120) days prior to the expiration of the initial term set out in Paragraph 23.2.
- 23.4 At any time during the term of this Agreement the parties may agree to amend this Agreement, provided that any amendment must be in writing, signed by both parties and stated or implied to be an express modification of this Agreement.
- 23.5 This Agreement shall terminate immediately where, for any reason the Operator no longer operates or is entitled to operate the ambulance service, and the City may prorate payment to the Operator based on the date of termination. The Operator shall give the City at least 120 days written notice of intention to cease providing land ambulance services, as set out in the Act.
- 23.6 In addition to Paragraph 23.5, this Agreement shall automatically cease and terminate in the event that the Operator:
- (a) becomes insolvent or unable to pay its debts as they come due;
  - (b) makes an assignment for the benefit of its creditors;
  - (c) is placed or places itself in the hands of a trustee, receiver, or liquidator;
  - (d) institutes or has instituted against it bankruptcy, reorganization, arrangement, insolvency or other similar proceedings; or
  - (e) is wound up or liquidated whether voluntarily or involuntarily

and the City may prorate payment to the Operator based on the date of termination.

- 23.7 The City may terminate this Agreement on seven (7) days written notice if the Operator breaches any provision or obligation of this Agreement, and may prorate payment to the Operator based on the date of termination.
- 23.8 In the event of termination under Paragraph 23.5, 23.6 or 23.7, such termination shall be without prejudice to any other rights and remedies available to the City. This provision shall survive the termination of this Agreement.

#### **ARTICLE 24 - OPERATOR AS INDEPENDENT CONTRACTOR**

- 24.1 Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between the parties.
- 24.2 The personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the City.

#### **ARTICLE 25 - NOTICES**

- 25.1 Any notice or other communication by either party to this Agreement to the other shall be deemed to have been sufficiently given five business days after such notice or communication is sent by registered mail or twenty-four hours after such notice or communication is delivered by hand or confirmed to have been delivered by way of a facsimile transmission confirmation sheet.

Any notice or communication shall be addressed or faxed, in the case of notice or communication to the Operator, to:

**Royal City Ambulance Service Ltd.**  
355 Elmira Road North, Unit 134  
Guelph, Ontario  
N1K 1S5  
Facsimile number: (519) 824-5960  
Attention: Harry Hitchon, Supervisor

and, in the case of notice to the City to:

**Guelph Fire Department**  
50 Wyndham Street South  
Guelph, Ontario  
N1H 4E1  
Facsimile number: (519) 824-2147

Attention: Director of Emergency Services – Fire/Ambulance

Each party shall be responsible to provide to the other party any change in address, or in telephone or facsimile number, the proof of which lies upon the party.

25.2 Current Fleet Contacts are as follows:

Name:	Phone:	Fax:
Fleet Superintendent Department of Works City of Guelph	(519) 837-5628	(519) 831-0839
Fleet Services Lead Mechanics Department of Works City of Guelph	(519) 837-5628	(519) 822-8714
Equipment Analyst Department of Works City of Guelph	(519) 837-5628	(519) 822-8714
Head Storekeeper/Assistant Storekeeper Department of Works City of Guelph	(519) 837-5628	(519) 822-8714

**ARTICLE 26 - FORCE MAJEURE**

- 26.1 Notwithstanding anything contained in this Agreement, the Operator shall not be liable to the City for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, labour disputes, strikes, fire, war, order of any legislative body of duly constituted authority, or any other cause or contingency beyond the control of and occurring without the negligence or other wrongdoing of the Operator, its employees, officers, directors, servants, invitees, agents (including contractors and subcontractors) or authorized representatives.
- 26.2 The Operator shall resume providing service when such cause or contingency ceases to be operative, provided that if any curtailment or discontinuance of service resulting from any such cause or contingency continues for any period in excess of forty-eight hours, the City

may reduce operational payments subject to the continuing requirements of the ambulance service, as determined solely by the City, until such time as the provision of service pursuant to this Agreement is resumed by the Operator. In addition, it is agreed that the City may during any interruption of service by the Operator, use or retain any other service or land ambulance operator, either alone or in conjunction with the Cambridge Central Ambulance Communications Centre, as may be necessary to provide a continuous land ambulance service.

#### **ARTICLE 27 - REPRESENTATIONS AND WARRANTIES**

- 27.1 The Operator represents and warrants that it is duly authorized and empowered to enter into and carry out the terms and conditions of this Agreement. The Operator further represents and warrants that it possesses, and will maintain in good standing throughout the term of this Agreement, the required certificate to operate a land ambulance service as set out in the Act and the regulations. The Operator shall provide to the City a current certificate upon execution of this Agreement, and thereafter upon renewal of the certificate and as may be requested by the City from time to time. If at any time during this Agreement the Operator receives an order under Section 11 of the Act, the Operator shall immediately forward a copy of such order to the City. The Operator shall advise the City immediately if the certificate is suspended, revoked or otherwise becomes invalid for any reason.
- 27.2 The Operator acknowledges that it shall be bound by all statements, representations, certifications and warranties set out in the Proposal and hereby confirms that all such statements, representations, certifications and warranties are and remain true and correct as of the date of signing this Agreement. The Operator shall advise the City immediately of any change in any of the information, including all statements, representations, certifications and warranties, provided by it in the Proposal.
- 27.3 In addition to the statements, representations, certifications and warranties set out in the Proposal, the Operator represents and warrants as follows:
- a) that there is no claim, action, suit or proceeding pending or to its knowledge threatened against the Operator or any of its directors or officers; and
  - b) that there is no incorporating statute, or other instrument to which the Operator is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Agreement or in any way impair the force and validity of this Agreement.
- 27.4 Without limiting the foregoing, the Operator further agrees to notify the City in writing immediately if:

- a) during the term of this Agreement or as a result of the service provided by the Operator during the term of this Agreement any claim, action, suit or proceeding is commenced or threatened against the Operator or any of its directors or officers; ;
- b) during the term of this Agreement or as a result of the service provided by the Operator during the term of this Agreement, any judgment, order or disciplinary action, including but not limited to any criminal charge, is taken or threatened against the Operator or any of its directors or officers; or
- c) during the term of this Agreement, the Operator determines that it or any of its directors or officers has a conflict of interest (real, actual or potential) with the fulfillment of the Operator's obligations under this Agreement

- 27.5 The Operator agrees to notify the City in writing immediately if during the term of the Agreement the Operator:
- (i) becomes insolvent or unable to pay its debts as they come due;
  - (ii) makes an assignment for the benefit of its creditors;
  - (iii) is placed or places itself in the hands of a trustee, receiver, or liquidator;
  - (iv) institutes or has instituted against it bankruptcy, reorganization, arrangement, insolvency or other similar proceedings; or
  - (v) is wound up or liquidated whether voluntarily or involuntarily
- 27.6 In addition to the provisions of Paragraphs 23.5, 23.6 and 23.7, the City may terminate this Agreement immediately upon written notice if:
- i) the Operator fails to notify the City in accordance with the provisions of 27.1, 27.2, 27.4 or 27.5 above;
  - ii) any of the statements, representations, certifications or warranties set out in the Proposal do not remain true and correct at any time during the term of this Agreement; or
  - iii) any of the circumstances set out in 27.4 or 27.5 occur
- 27.7 In the event of termination under Paragraph 27.6, such termination shall be without prejudice to any other rights and remedies available to the City. This provision shall survive the termination of this Agreement.

## **ARTICLE 28 - SEIZURES**

- 28.1 The Operator shall not do anything or take any action that would result in the encumbrance of any City assets.

- 28.2 The Operator shall give notice to the City of any and all seizures, garnishments, attachments, forfeitures, liens, claims, privileges, debts, taxes, charges, pledges, or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, at any time during the term of his Agreement:
- a) the assets of the City or of the Operator's ambulance service; or
  - b) the provision of service or the operation of the land ambulance service, as required by this Agreement.

All such notices shall be kept in strict confidence by the City and shall not be released to any other person, firm or corporation or entity without the written consent of the Operator, except as required by law.

#### **ARTICLE 29 - STATEMENTS**

- 29.1 No representation, warranty or agreement other than as set forth in this Agreement shall be binding upon the parties unless expressed in writing, signed by both parties and stated or implied to be an express modification of this Agreement.

#### **ARTICLE 30 - FURTHER ASSURANCES**

- 30.1 Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Agreement.

#### **ARTICLE 31 - SEVERABILITY**

- 31.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

#### **ARTICLE 32 - NON-PERFORMANCE**

- 32.1 The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision.
- 32.2 No waiver of rights under this Agreement shall be of force and effect unless clearly stated in writing and signed by the party to which the benefit of the right accrues.
- 32.3 No waiver of a breach of any provision by either party shall be taken or be held to be a

waiver of any further breach of the same provision or of a breach of any other provision, unless expressly stated to be so in writing in accordance with Section 32.2.

**ARTICLE 33 – ASSIGNMENT**

33.1 This Agreement shall not be assigned by the Operator except with the prior written consent of the City, which may be withheld for any reason. In the event that the Province of Ontario designates a delivery agent other than the City for land ambulance services for the area comprising the County of Wellington and the City of Guelph, the City may assign this Agreement to such designated delivery agent.

**ARTICLE 34 - GOVERNING LAW**

34.1 This Agreement shall be governed by and construed in accordance with the laws of Canada and with the laws of the Province of Ontario.

**ARTICLE 35 - INTERPRETATION**

- 35.1 The headings contained in the body of this Agreement form no part of this Agreement and shall be deemed to have been inserted for convenience of reference only.
- 35.2 For the purposes of this Agreement the singular shall include the plural and the male shall include the female, as the context requires.
- 35.3 The Appendices annexed to this Agreement shall form part of the Agreement as fully as if set forth in the Agreement.
- 35.4 Any reference herein to the Act, the regulations, the standards, any guidelines or other application legislation includes amendments from time to time, or any successors thereof.

35.5 When used in this Agreement, the terms "City", "Minister" and "Director" shall be deemed to include their respective directors, officers, employees, agents, assigns, independent contractors, subcontractors, servants and authorized representatives.

35.6 The following provisions shall survive the termination or expiry of this Agreement or of any renewal hereof: 16.3, 18.1, 18.2, 18.3, 19.6, 19.10, 22.1, 23.8, 26.1, 27.4, 27.7 and Appendix "E" paragraph 6.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized signing officers.

**SIGNED, SEALED AND DELIVERED**

in the presence of :

The Corporation of the City of Guelph:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
K.M. QUARRIE, MAYOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LOIS A. GILES, CITY CLERK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Royal City Ambulance Service Ltd.:

\_\_\_\_\_  
Witness

A. Hitchman  
Name: \_\_\_\_\_  
Position: President

\_\_\_\_\_  
Date

July 10, 2006  
Date

I have authority to bind the Corporation

A. Hitchman



APPENDIX A

**APPROVED SERVICE STAFFING PATTERN**

See attached Page A1

### GUELPH-WELLINGTON APPROVED STAFFING PATTERN

Day	Start	Finish	Days	#of Vehicles	Weekly Hours	Annual Hours
<b>Guelph</b>						
Mon-Fri	0800 Hrs	1600Hrs	5	1	80	4171
Mon-Sun	0600 Hrs	0600 Hrs	7	1	336	17520
	0700 Hrs	0700 Hrs	7	1	336	17520
	0800 Hrs	0800 Hrs	7	1	336	17520
<b>Fergus</b>						
Mon-Sun	0700 Hrs	0700 Hrs	7	1	336	17520
<b>Arthur</b>						
Mon-Sun	0700 Hrs	0700 Hrs	7	1	336	17520
<b>Mount Forest</b>						
Mon-Sun	0800 Hrs	0800 Hrs	7	1	336	17520
<b>Harriston</b>						
Mon-Sun	0800 Hrs	0800 Hrs	7	1	336	17520
Mon-Fri (*Drayton)	0800 Hrs	1600 Hrs	5	1	80	4171
<b>Total Staffed Hours</b>						<b>130982</b>

\*Drayton is staffed part-time, Mon-Fri, 0800-1600 Hrs by moving one of the Harriston Units to the Drayton Fire Station.

APPENDIX B

SERVICE REACTION TIME

Vehicle (s) Staffed On-site:

- a) Reaction time to respond to dispatch priority code 3 and 4 calls:
  - A maximum of 1 minute and 30 seconds 90% of the time.**
  - A maximum of 2 minutes and 30 seconds 99% of the time.**
  
- b) Reaction time to respond to dispatch priority code 8 calls:
  - A maximum of 2 minute 90% of the time.**
  - A maximum of 4 minute 99% of the time.**
  
- c) Reaction time to respond to dispatch priority code 1 and 2 calls:
  - A maximum of 10 minute 90% of the time.**
  - A maximum of 15 minute 99% of the time.**

**APPENDIX C**

**AMBULANCE AND EMERGENCY RESPONSE VEHICLES**

See attached Page C1

# Royal City Ambulance Fleet

AMBULANCE FLEET  
2005/05/11

<u>RADIO #</u>	<u>MIN #/CITY #</u>	<u>YR</u>	<u>MAKE</u>	<u>LN#</u>	<u>SN #1</u>	<u>NOTES</u>
2239	4006	2004	Ford	6789JK	1FDXE45P84HB22945	
2166	4005	2004	Ford	6747JK	1FDXE45PX4HB22946	
2269	4004	2004	Ford	9137ND	1FDXE45P64HB22944	
2167	4002	2004	Ford	6745JK	1FDXE45P44HB22943	
2170	4001	2004	Ford	6828JK	1FDXE45P54HB07268	
2242	4003	2004	Ford	6743JK	1FDXE45P64HB24662	
2254	3060	2003	Ford	4835LJ	1FDWE35FX3HA76188	
2240	00-129	2000	Ford	6773JK	1FDWE35F5YHB37843	
2506	01-109	2001	Ford	9274KK	1FDSS34F61HA60141	
2241	03-146	2003	Ford	3333ME	1FDWE35FX3HB76016	
2238	02-0053	2002	Ford	6374KY	1FDWE35F42HA48322	
2169	02-0054	2002	Ford	6374KY	1FDWE35F92HA48316	
2171	03-061	2003	Ford	4834LJ	1FDWE35F13HA76189	
2168	D2168	1998	Ford	6742JK	1FDSS34FTWHB19463	1st response vehicle

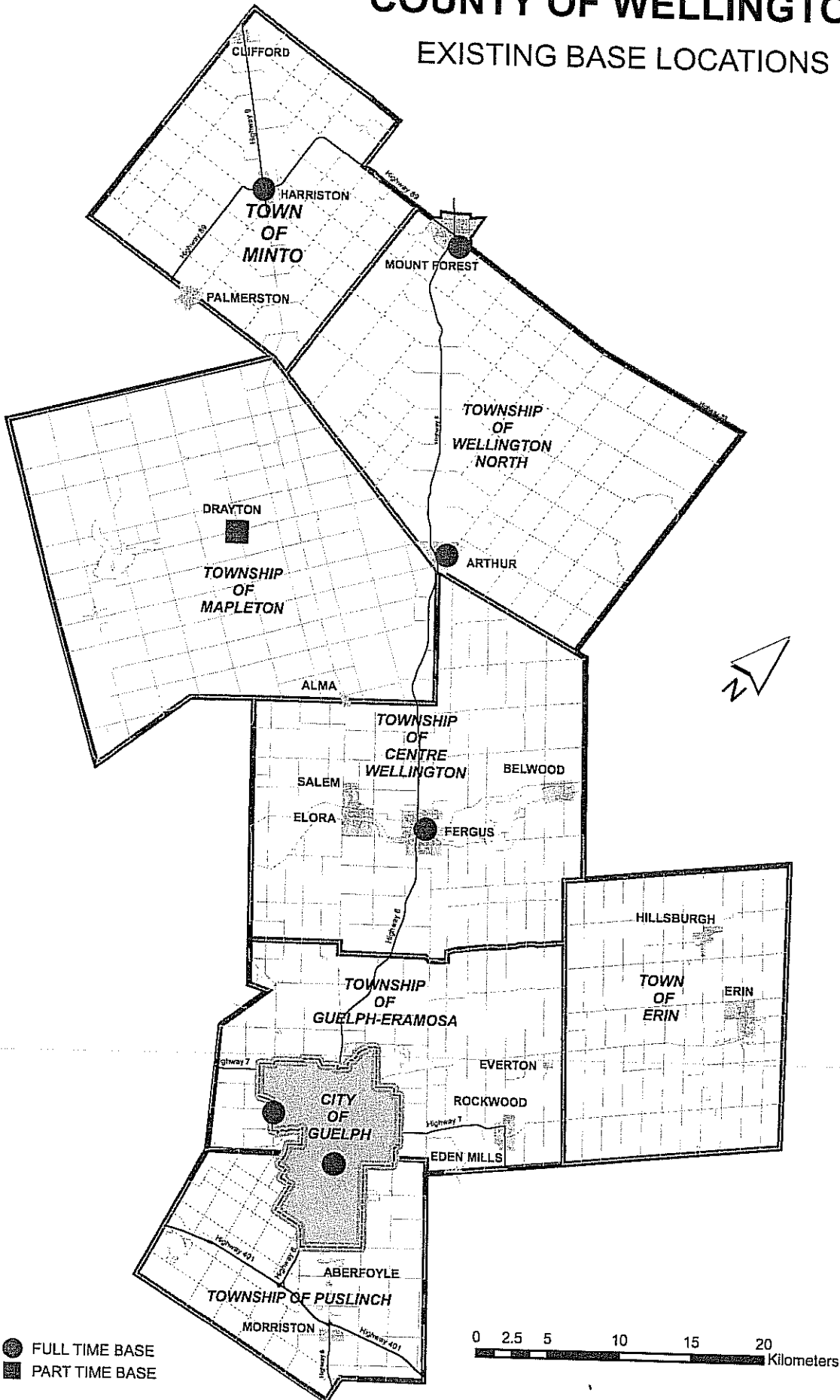
**APPENDIX D**

**NORMAL SERVICE COVERAGE AREA**

See attached Page D1

# COUNTY OF WELLINGTON

## EXISTING BASE LOCATIONS



APPENDIX E

OPERATIONAL AND FINANCIAL REPORTS

1. For the purposes of this Agreement, "quarterly period" means each of January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31, in any given year.
2. In addition to all information required by the Agreement, the Operator shall provide to the City the following:
  - 1) Quarterly financial performance reports, submitted no later than ninety (90) days after the end of each quarterly period; and
  - 2) Audited annual financial statements, submitted no later than ninety (90) days after the end of the calendar year to which they relate.
3. The Operator shall permit the City to inspect its books at any reasonable time.
4. The Operator's budget year shall be the regular calendar year.
5. All budget, operational and financial reports submitted to the City by the Operator shall be in a format acceptable to the City.
6. In the event of termination or expiry of this Agreement, or of any renewal hereof, the Operator shall submit to the City no later than ninety (90) days after the date of termination or expiry an audited financial statement for any period of time occurring after the period covered by the most recent quarterly or annual financial performance report or statement and the date of termination or expiry. The Operator shall also submit, within five (5) business days following the deadline set out in this paragraph, a written report notifying the City of any budget variance occurring during the said period (based on the total monthly payments due from the City to the Operator during the said period).



**APPENDIX F**

**PROPOSAL**

The Proposal, submitted by Harry Hitchon and Leonard Steele on behalf of the Operator, is dated July 22, 2005 and is comprised of the sections shown in the attached Page F1 entitled "Outline of Presentation". The parties hereby agree that the full copy of the Proposal referred to in this Agreement shall be held on file in the City Clerk's office at:

City Hall  
59 Carden Street  
Guelph, Ontario  
N1H 3A1  
Phone: (519) 837-5603  
Fax: (519) 763-1269

**APPENDIX G**

**Operational Budget**

See attached Pages G1, G2 and G3 and G4

**ROYAL CITY AMBULANCE SERVICE LTD. 2006 BUDGET PLUS ENHANCEMENT & 2007 & 2008 ESTIMATE CHANGE**

	2006 BUDGET	Breakdown of \$480 K Enhancement	Revised 2006 Budget With Enhancement	Revised 2007 Estimate With 2006 Enhancement	Revised 2008 Estimate With 2006 Enhancement
<b>Compensation</b>					
PERMANENT SALARIES P1	2,133,080	166,727	2,299,807	2,437,796	2,584,064
PERMANENT SALARIES P2	1,212,808	166,727	1,379,535	1,462,307	1,550,046
PERMANENT SALARIES PARAMEDIC SUPERVISORS	318,400		318,400	337,504	357,754
PERMANENT SALARIES SUPERVISORS	-		0	0	0
PERMANENT SALARIES ADMINISTRATION	436,440		436,440	462,626	490,384
PERMANENT SALARIES (Part-Time)	203,014		203,014	215,195	228,106
	-		0	0	0
SHIFT PREMIUM P1	25,116		25,116	26,623	28,220
SHIFT PREMIUM P2	12,558		12,558	13,311	14,110
SHIFT PREMIUM PARAMEDIC SUPERVISORS	-		0	0	0
SHIFT PREMIUM SUPERVISORS	-		0	0	0
CALL BACK P1	-		0	0	0
CALL BACK P2	-		0	0	0
CALL BACK PARAMEDIC SUPERVISORS	-		0	0	0
CALL BACK SUPERVISORS	-		0	0	0
OVERTIME P1	98,280		98,280	104,177	110,427
OVERTIME P2	49,140		49,140	52,088	55,214
OVERTIME PARAMEDIC SUPERVISORS	-		0	0	0
OVERTIME SUPERVISORS	-		0	0	0
OVERTIME ADMINISTRATION	-		0	0	0
OVERTIME OTHER	-		0	0	0
VACATION/PAID ABSENCES P1	273,000		273,000	289,380	306,743
VACATION/PAID ABSENCES P2	169,260		169,260	179,416	190,181
VACATION/PAID ABSENCES PARAMEDIC SUPERVISORS	49,140		49,140	52,088	55,214
VACATION/PAID ABSENCES Part Time % Basis	27,300		27,300	28,938	30,674
VACATION/PAID ABSENCES ADMINISTRATION	-		0	0	0
PAID ABSENCES OTHER	152,880		152,880	162,053	171,776
	-		0	0	0
WSIB P1	158,550		158,550	168,063	178,147
WSIB P2	79,275		79,275	84,032	89,073
WSIB PARAMEDIC SUPERVISORS	8,667		8,667	9,187	9,738
WSIB SUPERVISORS	-		0	0	0
WSIB ADMINISTRATION	17,652		17,652	18,711	19,834
WSIB OTHER	-		0	0	0

	2006 BUDGET	Breakdown of \$480K Enhancement	Revised 2006 Budget With Enhancement	Revised 2007 Estimate With 2006 Enhancement	Revised 2008 Estimate With 2006 Enhancement
<b>Compensation Section Continued:</b>					
FRINGE BENEFITS P1	687,050	58,355	745,405	790,129	837,537
FRINGE BENEFITS P2	438,655	58,355	497,010	526,830	558,440
FRINGE BENEFITS PARAMEDIC SUPERVISORS	88,788	0	88,788	94,115	99,762
FRINGE BENEFITS SUPERVISORS	-	0	0	0	0
FRINGE BENEFITS ADMINISTRATION	38,052	0	38,052	40,335	42,755
FRINGE BENEFITS OTHER	49,679	0	49,679	52,660	55,819
Employee Assistance Program	7,800	0	7,800	8,268	8,764
TOTAL COMPENSATION	6,734,583	450,164	7,184,747	7,615,832	8,072,782
<b>Patient Care Equipment and Supplies (Please provide)</b>					
PATIENT CARE EQUIPMENT	108,000	0	108,000	114,480	121,349
MEDICAL SUPPLIES	48,600	7,000	55,600	58,936	62,472
EQUIPMENT REPAIRS & MAINTENANCE	32,400	0	32,400	34,344	36,405
DRUGS	59,400	7,000	66,400	70,384	74,607
UNIFORMS	54,000	8,000	62,000	65,720	69,663
LAUNDRY & LINEN	16,200	2,000	18,200	19,292	20,450
TOTAL EQUIPMENT AND SUPPLIES	318,600	24,000	342,600	363,156	384,945
<b>Paramedic Training*</b>					
PARAMEDIC II TRAINING	-	0	0	0	0
TRAINING TUITION	23,520	0	23,520	24,931	26,427
TRAINING WAGES	40,863	4,000	44,863	47,555	50,408
TRAINING PRECEPTOR'S WAGES	63,000	1,836	64,836	68,726	72,850
TRAINING ACCOMMODATION	-	0	0	0	0
TRAINING SUPPLIES	-	0	0	0	0
TRAINING REGISTRATION	-	0	0	0	0
CORPORATE MEMBERSHIP	-	0	0	0	0
TOTAL TRAINING	127,383	5,836	133,219	141,212	149,685
<b>MINISTRY APPROVED TRAINING</b>					
TRAINING FOR P-1'S	-	0	0	0	0
TRAINING P-2's (Ongoing)	50,405	0	50,405	53,429	56,635
TRAINING FARES	63,020	0	63,020	66,801	70,809
TRAINING ACCOMMODATION	-	0	0	0	0
TRAINING SUPPLIES	-	0	0	0	0
TRAINING REGISTRATION	-	0	0	0	0
CORPORATE MEMBERSHIP	-	0	0	0	0

	2006 Budget	Breakdown of \$480K Enhancement	Revised 2006 Budget		Revised 2007 Estimate		Revised 2008 Estimate	
			With Enhancement	Without Enhancement	With 2006 Enhancement	Without Enhancement	With 2006 Enhancement	Without Enhancement
<b>Paramedic Training Section Continued:</b>								
Sub Total MINISTRY REQUIRED TRAINING	113,425		113,425	0	120,231	0	127,444	0
PARAMEDIC TRAINING	240,808	5,836	246,644		261,443		277,129	
<b>Ambulance Stations</b>								
LEASE COSTS	228,302		228,302		242,000		256,520	
COMMON COSTS	3,360		3,360	0	3,562	0	3,775	0
JANITORIAL SERVICE	-							
MAINTENANCE AND REPAIRS	10,500		10,500		11,130		11,798	
WATER & ELECTRICITY	10,395		10,395		11,019		11,680	
HEATING	15,750		15,750		16,695		17,697	
Supervisor Vehicle Lease	10,112		10,112		10,719		11,362	
Supervisor Vehicle Repairs & Maintenance	3,360		3,360		3,562		3,775	
Supervisor Vehicle Fuel	4,725		4,725		5,009		5,309	
PROPERTY TAXES	15,602		15,602	0	16,538	0	17,530	0
AMBULANCE STATIONS	302,106		302,106		320,232		339,446	
<b>Insurance</b>								
MALPRACTICE	24,000		24,000		25,440		26,966	
LIABILITY	-							
BUILDING	19,500		19,500		20,670		21,910	
CONTENTS	-							
EQUIPMENT	-							
INSURANCE	43,500		43,500		46,110		48,877	
<b>Administrative Costs</b>								
ADVERTISING	-							
BANK CHARGES	7,350		7,350		7,791		8,258	
CELLULAR PHONE CHARGES	5,880		5,880		6,233		6,607	
COMPUTER HARDWARE	9,450		9,450		10,017		10,618	
COMPUTER PAYROLL SERVICE CONTRACT	12,000		12,000		12,720		13,483	
COMPUTER SOFTWARE	5,250		5,250		5,565		5,899	
COMPUTER/PHOTOCOPIY PAPER	2,100		2,100		2,226		2,360	
COURIER	1,313		1,313		1,392		1,475	
EQUIPMENT	3,150		3,150		3,339		3,539	
LINE OF CREDIT INTEREST CHARGES	6,300		6,300		6,678		7,079	

	2006 Budget	Breakdown of \$480K Enhancement	Revised 2006 Budget With Enhancement	Revised 2007 Estimate With 2006 Enhancement	Revised 2008 Estimate With 2006 Enhancement
<b>Administrative Costs Section Continued:</b>					
FURNITURE	6,300		6,300	6,678	7,079
LEGAL	52,500		52,500	55,650	58,989
OFFICE SUPPLIES	18,900		18,900	20,034	21,236
POSTAGE	630		630	668	708
PRINTING & REPRODUCTION	4,200		4,200	4,452	4,719
PROFESSIONAL (Accounting) FEES	7,875		7,875	8,348	8,848
TELEPHONE	17,850		17,850	18,921	20,056
Administrative Section Continued:					
TELEPHONE EQUIP REPAIRS & MTCE	2,100		2,100	2,226	2,360
Uncategorized Sundry Expense	5,250		5,250	5,565	5,899
ADMINISTRATIVE COSTS	168,398		168,398	178,502	189,212
<b>TOTAL ESTIMATED BUDGET REQUEST</b>	<b>\$7,807,995</b>	<b>\$480,000</b>	<b>\$8,287,995</b>	<b>\$8,785,275</b>	<b>\$9,312,391</b>

One Time Adjustment of Enhancement for 2006 to adjust it for 10 months only (March to December)

-80,000

-80,000

**ADJUSTED AMOUNT FOR 2006**

**\$8,207,995**