

**Minutes of Guelph City Council  
Held in the Council Chambers, Guelph City Hall on  
Monday July 13, 2015 at 5:30 p.m.**

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**Attendance**

Council: Mayor Guthrie  
Councillor Bell  
Councillor Billings  
Councillor Gibson  
Councillor Gordon  
Councillor MacKinnon  
Councillor Piper  
Councillor Salisbury  
Councillor Van Hellemond  
Councillor Wettstein

Staff: Ms. A. Pappert, CAO  
Mr. M. Amorosi, Deputy CAO, Corporate Services  
Mr. A. Horsman, Deputy CAO, Infrastructure, Development and Enterprise  
Mr. D. Thomson, Deputy CAO, Public Services  
Ms. B. Swartzentruber, Executive Director, Intergovernmental Relations, Policy and Open Government  
Mr. P. Busatto, Plant Manager, Water Services  
Mr. D. Belanger, Water Supply Program Manager  
Mr. T. Salter, General Manager, Planning, Urban Design & Building Services  
Ms. S. Kirkwood, Manager of Development Planning  
Mr. R. Kerr, Manager, Community Energy  
Mr. M. Witmer, Development Planner II  
Mr. C. DeVriendt, Senior Development Planner  
Ms. L. Sulatycki, Senior Development Planner  
Mr. S. O'Brien, City Clerk  
Ms. D. Black, Council Committee Coordinator

Also  
Present: Mr. P. Pickfield, Solicitor

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**Call to Order (5:30 p.m.)**

Mayor Guthrie called the meeting to order.

**Authority to Resolve into a Closed Meeting of Council**

1. Moved by Councillor Bell  
Seconded by Councillor Van Hellemond

That the Council of the City of Guelph now hold a meeting that is closed to the public, pursuant to Section 239 (2) (b), (e) and (f) of *the Municipal Act*, with respect to litigation or potential litigation; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

**Closed Meeting** (5:31 p.m.)

**Disclosure of Pecuniary Interest and General Nature Thereof**

There were no disclosures.

The following matters were considered:

**C-2015.25 Dolime Update**

**C-2015.29 Citizen Appointments to the Board of Trustees of the Elliott**

**Rise and recess from Closed Meeting** (7:00 p.m.)

**Open Meeting** (7:05p.m.)

Mayor Guthrie called the meeting to order.

**Disclosure of Pecuniary Interest and General Nature Thereof**

Based upon counsel he received, Councillor Gibson advised that he would not be declaring a pecuniary interest as he did for the IDE -2015.25 Municipal Support for Local Renewable Energy Projects: Independent System Operator Feed-In-Tariff 4.0 item at the July 7, 2015 Infrastructure, Development and Enterprise Committee.

**Presentation**

Mayor Guthrie announced that Guelph was the recipient of the United Way 2014 Campaign of the Year, Public Sector award. He thanked Sean Finlay, Dawn Hamilton, Dana McKellar and Tina MacKinnon for their hard work and creative ideas for the campaign.

Mr. Sean Finlay, the City's United Way 2014 Campaign Manager highlighted some of the activities and advised the City exceeded their goal.

The Mayor introduced Alex Chapman, the City's 2015 Campaign Manager and acknowledged Misty Gagne the campaign coordinator. Mr. Chapman advised of some planned events for the upcoming campaign.

The Mayor advised the campaign officially kicks off August 31<sup>st</sup> and noted that if every employee donated \$1 per week, we would reach \$100,000

He presented the Campaign of the Year, Public Sector award to Mr. Finlay.

**Infrastructure Development & Enterprise Committee Sixth Consent Report**

The following item was extracted:

**IDE-2015.25 Municipal Support for Local Renewable Energy Projects:  
Independent System Operator Feed-In-Tariff 4.0**

The Manager of Community Energy provided clarity regarding the regulations for the program and terminology used for the applications.

2. Moved by Councillor Bell  
Seconded by Councillor Gordon

WHEREAS the Province's FIT Program encourages the construction and operation of rooftop solar photovoltaic and ground mount solar photovoltaic projects (the "Projects");

AND WHEREAS one or more Projects may be constructed and operated in the City of Guelph;

AND WHEREAS, pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in these Applicants being offered a FIT Contract prior to other Persons applying for FIT Contracts;

NOW THEREFORE BE IT RESOLVED:

1. That Report IDE-BDE-1506 from Infrastructure, Development and Enterprise, dated July 7, 2015 be received.
2. That Council of the City of Guelph supports without reservation the construction and operation of the Projects anywhere in the City of Guelph.
3. That Council direct the City Clerk to sign the attached "Template: Municipal Council Blanket Support Resolution" (Attachment 1 to the report).
4. That Council direct the Manager, Community Energy to provide a completed and signed "Template: Municipal Council Blanket Support Resolution" (Attachment 1 to the report) to applicants requesting same for the purposes of submissions to the Independent Electricity System Operator's Feed-In-Tariff 4.0 Program.
5. That the Municipal Council Blanket Support Resolution remain in effect for one year from the date of adoption.

*VOTING IN FAVOUR: Mayor Guthrie, Councillors Bell, Billings, Gibson, Gordon, MacKinnon, Piper, Salisbury, Van Hellemond and Wettstein (10)*

*VOTING AGAINST: (0)*

CARRIED

### **Consent Agenda**

The following item was extracted:

**CON-2015.35      44, 56, 66 and 76 Arkell Road: Proposed Zoning By-Law Amendment (File: ZC1314) and Proposed Demolitions - Ward 6**

3. Moved by Councillor Wettstein  
Seconded by Councillor Billings

That the balance of the July 13, 2015 Consent Agenda as identified below, be adopted:

**CON-2015.33      1023 Victoria Road South - Proposed Draft Plan of Residential Subdivision and Associated Zoning By-Law Amendment (File: 23T-01508 / ZC1306) (Phase 4 of Kortright East Subdivision) - Ward 6**

1. That the application from Black, Shoemaker, Robinson and Donaldson Limited on behalf of Fusion Homes for approval of a proposed Draft Plan of Residential Subdivision consisting of 186 to 215 residential units, consisting of 128 to 157 single detached dwellings, 29 semi-detached dwellings (58 units) and an open space/wetland block, as shown in Attachment 7, applying to the property municipally known as 1023 Victoria Road South and legally described as Part of the Northeast Half of Lot 4, Concession 8 (Geographic Township of Puslinch), City of Guelph, be approved for a three (3) year period in accordance with conditions outlined in Schedule 1 attached hereto.
2. That the application by Black, Shoemaker, Robinson and Donaldson Ltd. on behalf of Fusion Homes for approval of a Zoning By-law Amendment from the Township of Puslinch "Agriculture" (A) Zone, to the "Specialized Residential Single Detached" (R.1D-43) Zone, to two separate "Specialized Residential Semi-Detached/Duplex (R.2-?) Zones, "Conservation Land" (P.1) Zone and "Wetland" (WL) Zone to implement a residential Draft Plan of Subdivision comprising 186 to 215 residential units, be approved, as outlined in Schedule 1 attached hereto.
3. That in accordance with Section 34(17) of the Planning Act, City Council has determined that no further public notice is required related to the minor modifications to the proposed Zoning By-law Amendment affecting 1023 Victoria Road South.

**CON-2015.34      Request For An Extension of Draft Plan Approval 927 and 1023 Victoria Road South (Phase 3 of Kortright East Subdivision) (File: 23T-01508) - Ward 6**

That the application by Black, Shoemaker, Robinson and Donaldson Limited on behalf of Gamma Developers Limited and Fusion Homes (formerly owned by Northmanor Estates Inc.) for an extension to the Draft Plan Approval of subdivision on lands municipally known as 927 and 1023 Victoria Road South (23T-01508) and legally described as Part of Lots 3 and 4, Concession 8 (Geographic Township of Puslinch), City of Guelph, be approved with a three (3) year lapsing date, subject to the conditions contained in Schedule 2 attached hereto.

**CON-2015.36      0 Lee Street Proposed Zoning By-Law Amendment (File: ZC1501) - Ward 1**

That the City initiated Zoning By-law Amendment to rezone a portion of the former Grange Road alignment from the UR (Urban Reserve) Zone to the R.2-6 (Residential Semi-Detached/Duplex) Zone to facilitate the creation of three (3) single detached lots for the property municipally referred to as 0 Lee Street, be approved, as outlined in Schedule 3 attached hereto.

*VOTING IN FAVOUR: Mayor Guthrie, Councillors Bell, Billings, Gibson, Gordon, MacKinnon, Piper, Salisbury, Van Hellemond and Wettstein (10)*

*VOTING AGAINST: (0)*

CARRIED

### **Extracted Items**

#### **CON-2015.35      44, 56, 66 and 76 Arkell Road: Proposed Zoning By-Law Amendment (File: ZC1314) and Proposed Demolitions - Ward 6**

Staff provided clarity regarding the waste management plan and the site plan approval process. They also addressed questions regarding how current development projects relate to the City's potential affordable housing goal.

4. Moved by Councillor Billings  
Seconded by Councillor Gordon
  1. That the application by Astrid J. Clos Planning Consultants on behalf of Moshi Holdings Ltd. for approval of a Zoning By-law Amendment to change the Zoning from the UR (Urban Reserve) Zone, WL (Wetland) Zone, R.1B (Residential Single Detached 'B') Zone and R.3A-48 (Specialized Cluster Townhouse) Zone to a R.3A-58 (Specialized Cluster Townhouse) Zone, P.1 (Conservation Land) Zone and WL (Wetland) Zone to permit the development of ninety-three (93) cluster townhouse dwelling units on the properties municipally known as 44, 56, 66 and 76 Arkell Road, legally described as Part of Lot 6, Concession 8 (Geographic Township of Puslinch) and Lots 3, 4, 5, And 6, Registered Plan 514, City of Guelph, be approved in accordance with the zoning regulations and conditions outlined in Schedule 4 attached hereto.
  2. That in accordance with Section 34(17) of the *Planning Act*, City Council has determined that no further public notice is required related to the minor modifications to the proposed Zoning By-law Amendment affecting 44, 56, 66 and 76 Arkell Road.
  3. That the proposed demolitions of the four (4) single detached dwellings at 44, 56, 66 and 76 Arkell Road be approved.
  4. That if demolition is to occur during breeding bird season (approximately May 1 to July 31), a nest search be undertaken by a wildlife biologist prior to demolition so as to protect the breeding birds in accordance with the federal *Migratory Birds Convention Act* (MBCA) prior to any works occurring.

5. That the applicant shall erect protective fencing at one (1) metre from the dripline of any existing trees to be retained on the property or on adjacent properties which may be impacted by demolition and construction activities.
6. That the applicant shall contact the City's Environmental Planner to inspect the tree protection fence prior to demolition and/or site alteration commencing.
7. That the applicant be requested to contact the General Manager of Solid Waste Resources, within Infrastructure, Development and Enterprise regarding options for the salvage or recycling of all demolition materials.

*VOTING IN FAVOUR: Mayor Guthrie, Councillors Bell, Billings, Gibson, Gordon, MacKinnon, Piper, Salisbury, Van Hellemond and Wettstein (10)*

*VOTING AGAINST: (0)*

CARRIED

**By-laws**

5. Moved by Councillor Gibson  
Seconded by Councillor Piper

That By-laws Numbered (2015)-19930 to (2015)-19935, inclusive, are hereby passed.

*VOTING IN FAVOUR: Mayor Guthrie, Councillors Allt, Bell, Billings, Downer, Gibson, Gordon, Hofland, MacKinnon, Piper, Salisbury, Van Hellemond and Wettstein (13)*

*VOTING AGAINST: (0)*

CARRIED

**Adjournment (7:38 p.m.)**

6. Moved by Councillor Billings  
Seconded by Councillor Van Hellemond

That the meeting be adjourned.

CARRIED

*Minutes to be confirmed on September 28, 2015.*

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Mayor Guthrie

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Stephen O'Brien, City Clerk

**1023 Victoria Road South  
Draft Plan of Subdivision (23T-01508) – Phase 4 of Kortright East Subdivision  
Conditions and Zoning Regulations**

**PART A: DRAFT PLAN OF SUBDIVISION CONDITIONS**

"THAT the application by Black, Shoemaker, Robinson and Donaldson Limited on behalf of Fusion Homes for approval of a proposed Draft Plan of Residential Subdivision applying to property municipally known as 1023 Victoria Road South and legally described as Part of Northeast Half of Lot 4, Concession 8, formerly Township of Puslinch, now City of Guelph, BE APPROVED, subject to the following conditions:

**CITY CONDITIONS**

1. That this approval applies only to the draft plan of subdivision prepared by Black, Shoemaker, Robinson and Donaldson Limited, Project No. 12-9247-2, dated April 15, 2013, as shown in Attachment 7, including road widenings and reserves.

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

2. The Developer shall complete a **tree inventory, preservation and compensation plan**, satisfactory to the General Manager of Planning, Urban Design and Building Services and City Engineer, in accordance with the City of Guelph By-law (2010)-19058, prior to any tree removal, grading or construction on the site.
3. The Developer shall obtain a **site alteration permit** in accordance with City of Guelph By-law (2007)-18420 to the satisfaction of the City Engineer if grading/earthworks is to occur prior to entering into the subdivision agreement.
4. 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.
5. The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Engineer.
6. 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.
7. The Developer shall construct, install and maintain **erosion and sediment control** facilities, satisfactory to the City Engineer, in accordance with a plan that has been submitted to and approved by the City Engineer.
8. The Developer shall retain a qualified **environmental inspector**, satisfactory to the City, 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 Environmental Implementation Report. The environmental inspector shall report on their findings to the City.

9. The Developer shall submit a detailed **Storm Water Management Report and Plans** 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 plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report for the applicable watershed. Maintenance and operational requirements for any control and/or conveyance facilities must be described.
10. The Developer shall ensure that any **domestic wells located within the lands be properly decommissioned** 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.
11. The Developer shall **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 development agreement on the block/lot so disturbed.
12. The Developer acknowledges that the City does not allow **retaining walls higher than 1.0 metre** abutting existing residential properties without the permission of the City Engineer.
13. The Developer shall prepare an **Environmental Implementation Report (EIR) Addendum** to update the EIR prepared by Stantec Consulting and dated 2007/2008 to the satisfaction of the General Manager of Planning, Urban Design and Building Services and the Grand River Conservation Authority (GRCA). The EIR Addendum will provide details with respect to the wildlife corridors and crossings, tree management plan, pedestrian trails and connectivity with existing and proposed trails, stormwater management plan as well as a grading, drainage and erosion and sediment control plan within the Phase 4 lands.
  - a. The Developer shall implement all recommendations of the EIR to the satisfaction of the City and GRCA.
14. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a Qualified Person as defined in Ontario Regulation 153/04 to prepare and submit a **Phase One Environmental Site Assessment** and any other subsequent phases required, in accordance with Ontario Regulation 153/04, to assess any real property 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 site plan approval, a Qualified Person shall certify that all properties to be developed are free of contamination.

15. If contamination is found, the Developer shall:
- a. submit all environmental assessment reports prepared in accordance with the **Record of Site Condition** (O. Reg. 153/04) describing the current conditions of the land to be conveyed to the City and the proposed remedial action plan to the satisfaction of the City;
  - b. complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be conveyed to the City meet the Site Condition Standards of the intended land use; and
  - c. file a Record of Site Condition (RSC) on the Provincial Environmental Registry for lands to be developed.

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

16. That any dead ends and open sides of road allowances created by the draft plan be terminated in **0.3 metre reserves**, which shall be conveyed to the City at the expense of the Developer.
17. The Developer shall have **engineering drawings** and final reports prepared for the approval of the City Engineer.
18. With the exception of any share determined by the City to be the City's share in accordance with Its by-laws and policies, the Developer is responsible for the total **cost of the design and construction of all municipal services** within and external to the subdivision that are required by the City to service the lands within the plan of subdivision including such works as sanitary facilities, storm facilities, water facilities, walkways and road works including sidewalks, boulevards and curbs, with the distance, size and alignment of such services to be determined by the City. This includes the Developer paying the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, stormwater management facilities, watermains and emergency accesses.
19. The Developer shall submit a **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.
20. The Developer shall supply and erect **street name and traffic control signs** in the subdivision, to the satisfaction of the City.
21. The Developer shall prepare a **street tree planting plan** and implement such plan to the satisfaction of the City.
22. The Developer shall pay to the City the cost of installing **bus stop pads** at locations to be determined by Guelph Transit.

23. The Developer shall provide an **On-Street Parking Plan** for the subdivision to the satisfaction of the City Engineer.
24. The **site plans for all corner building lots**, as determined by the City, shall be submitted to the City for approval of driveway location.
25. The Developer shall pay the cost of the installation of one Second Order **Geodetic Benchmark** within the proposed subdivision to the satisfaction of City Engineer.
26. The Developer conveys to the City any lands in the plan that are required by the City for Stormwater Management Facilities, parks, wetlands and buffers and open space.
27. The Developer shall be responsible for the cost of design and development of the **demarcation** of all lands conveyed to the City in accordance with the City of Guelph Property Demarcation Policy. This shall include the submission of drawings for approval by the City and the administration of the construction contract up to the end of the warrantee period by an Ontario Association of Landscape Architects (OALA) member to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the demarcation for the City lands to the satisfaction of the Deputy CAO of Public Services.
28. The Developer shall be responsible for the cost of design and implementation of the **Open Space Works and Restoration** in accordance with the "Environmental Implementation Report" to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by a full member of Ontario Association of Landscape Architects (OALA) for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with **cash or letter of credit** to cover the City's estimate for the cost of the Open Space works and restoration for the City lands to the satisfaction of the Deputy CAO of Public Services.
29. The Developer shall be responsible for the cost of detailed design of the **Pedestrian Trail System** for the Storm Water Management & Open Space Blocks. This shall include obtaining any required permits, submitting drawings for approval, identifying the trail system, interpretative signage and trail design details, to the satisfaction of the Deputy CAO of Public Services and the City Engineer. This shall include the submission of drawings for approval completed by a full member, with seal, of Ontario Association of Landscape Architects (OALA) member to the satisfaction of the Deputy CAO of Public Services.
30. The Developer shall be responsible for the cost of design and development of the **"Basic Trail Development"** as per the City of Guelph current "Specifications for Basic Trail Development", which includes rough grading and drainage, any associated infrastructure (bridges and abutments, guard and hand rails, retaining walls) and sodding/ seeding to the satisfaction of the Deputy CAO of Public

Services. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the Basic Trail Development to the satisfaction of the Deputy CAO of Public Services.

31. The Developer shall provide Community and Social Services and Infrastructure, Development and Enterprise 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, open space and storm water management blocks.
34. The Developer shall install, at no cost to the City, chain link fencing, adjacent to Blocks 30, 31, 33, 34, 35, 38, 39, and Lots 8 and 9. The Developer further agrees that the fencing will be installed following grading operations of the subdivision in accordance with the current standards and specification of the City and to the satisfaction of the General Manager of Planning and Building Services. Further, all property lines must be accurately surveyed and clearly marked in the field prior to establishing all fence line locations. Fences shall be erected directly adjacent to the established property line within the City owned lands.
35. The Developer agrees to provide temporary signage describing the existing/proposed park, open space, trail and required fencing on all entrance signs for the development, at the street frontages of the park block and Open Space Block 40 to the satisfaction of the General Manager of Planning, Urban Design and Building Services. The signage shall:
  - advise prospective purchasers of dwellings in the area of the type of park, open space and trail and level of maintenance of these parcels of land by the City;
  - clearly state that the maintenance of the park and open space blocks are the responsibility of the Developer until such time as the City accepts the park and open space blocks, and
  - clearly state that all questions relating to the maintenance of the park and open space block shall be directed to the Developer until such time as the City accepts the park and open space blocks.
  - The signage shall be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the park and open space blocks by the City.
36. The Developer further agrees that the proposed park block, open space block, trails and fencing be identified on any marketing or promotional materials.
37. The Developer shall **phase the subdivision** to the satisfaction of the City. Such phasing shall conform to the current Development Priorities Plan.
38. The Owner acknowledges and agrees that the dwelling units on the subject property will be constructed to a standard that promotes energy efficiency in order to comply with the **Community Energy Initiative**, to the satisfaction of the City in accordance with the letter attached as Attachment 11 in Infrastructure, Development and Enterprise Report 15-59 dated July 13, 2015.

**Conditions to be met prior to registration of the plan**

39. The Developer shall obtain approval of the City with respect to the availability of **adequate water supply and sewage treatment capacity**, prior to the registration of the plan, or any part thereof.
40. The Developer shall enter into a **Subdivision Agreement**, to be registered on title, to the satisfaction of the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
41. That the **road allowances** included in the draft plan be shown and dedicated at the expense of the Developer 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".
42. That all **easements, blocks and rights-of-way** required within or adjacent to the proposed subdivision be conveyed clear of encumbrance to the satisfaction of the City of Guelph, Guelph Hydro Electric Systems Inc. and other Guelph utilities. Every Transfer Easement shall be accompanied by a Postponement, satisfactory to the City Solicitor, for any mortgage, charge or lease and such Postponement shall be registered on title by the City at the expense of the Developer.
43. The Developer shall pay any **outstanding debts** owed to the City.
44. The Developer shall pay **development charges** to the City in accordance with By-law Number (2014) - 19692, 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.
45. The Developer **dedicates to the City** Block 40 (Open Space/Wetland Block).
46. The Developer shall erect and maintain **signs** at specified entrances to the subdivision showing the proposed land uses and zoning of all the 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 Planning Services, City Hall". The signs shall be resistant to weathering and vandalism.
47. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title:
  - a. "Purchasers and/or tenants of specified 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."

- b. "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developers for the planting of trees on City boulevards in front of residential units 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."
- c. "Purchasers and/or tenants of all lots or units located in the subdivision plan, are 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, drainage and construction traffic."
- d. "Purchasers and/or tenants of all lots or units are advised that the boundaries of the Open Space and Stormwater Management Blocks will be demarcated in accordance with the City of Guelph Demarcation Policy."
- e. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that abutting City owned lands may be fenced in accordance with the current standards and specifications of the City."
- f. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into Blocks 30, 31, 33, 34, 35, 38, 39, and Lots 8 and 9 that abut City lands."
- g. "Purchasers and/or tenants of all lots or units are advised that a public trail will be installed or exists abutting or in close proximity to Blocks 30, 31, 33, 34, 35, 38, 39, and Lots 8 and 9 and that public access to this trail will occur adjacent to Block 30, between Lots 8 and 9, between Blocks 34 and 35, between Blocks 33 and 39, between Blocks 38 and 39."
- h. "Purchasers and/or tenants of all lots are advised that the Stormwater Management Blocks have been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass cutting. Some maintenance may occur in the areas that are developed by the City for public walkways, bikeways and trails."
- i. "Purchasers and/or tenants of all lots are advised that the Open Space Blocks have been retained in their natural condition. Be advised that the City will not carry out regular maintenance such as grass cutting. Periodic maintenance may occur from time to time to support the open space function and public trail system."
- j. "Purchasers and/or tenants of all lots are advised that the Park Block has been designed for active public use and may include sportsfields, playgrounds, trails and other park amenities. Be advised that the City may carry out regular maintenance such as grass cutting. Periodic

maintenance may also occur from time to time to support the park functions.”

- k. “Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space and park blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of black vinyl chain link fence adjacent to Blocks 30, 31, 33, 34, 35, 38, 39, and Lots 8 and 9.
48. The Developer agrees to eliminate the use of any **covenants that would restrict the use of clotheslines** and that prior to the registration of all or any portion of the plan, the Developer’s lawyer shall certify to the General Manager of Planning, Urban Design and Building Services that there are no restrictive covenants which restrict the use of clotheslines.
  49. The Developer shall ensure that all **telephone service and cable TV service** in the plan shall be underground. The Developer shall enter into a servicing agreement with the appropriate service providers to provide for the installation of underground utility services for the Lands.
  50. The Developer shall ensure 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.
  51. 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.
  52. The Developer shall meet all conditions and recommendations of the **Traffic Impact/Management Report** and shall implement all conditions and recommendations to the satisfaction of the City, prior to the registration of each phase of the subdivision. Further, the Developer has submitted a Traffic Calming Management Plan to the City for approval and shall incorporate the recommendations into the final subdivision design and shall implement all conditions and recommendations to the satisfaction of the City. Further, the Developer shall implement the recommended traffic calming measures described in the Kortright East Extension – Traffic Calming Recommendations report prepared by Paradigm Transportation Solutions Limited dated January 3, 2005.
  53. The Developer shall pay to the City the **cost of any existing** services within or abutting the proposed subdivision, as determined by the City.
  54. The Developer shall make arrangements, satisfactory to the City, concerning the **scheduling of the development** and the developers payment of cost for services for the subdivision.

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

55. All **Stage 1 Services** are to be constructed to the satisfaction of the City Engineer.
56. The Developer shall provide the City with written confirmation from the Engineering Department of **Guelph Hydro Electric Systems Inc.** that the subdivision hydro servicing has been completed to the satisfaction of Guelph Hydro.
57. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying that all **fill** placed below proposed building locations has adequate structural capacity to support the proposed building. 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.
58. 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 in accordance with applicable provisions contained in the Ontario Building Code.

**AGENCY CONDITIONS:**

59. 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. A final stormwater management report in accordance with the Preliminary Site Servicing and Stormwater Management Design report;
  - b. An erosion and siltation control plan in accordance with the Grand River Conservation Authority Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on site throughout all phases of grading and construction.
  - c. Detailed lot grading and drainage plans.
  - d. The approval and issuance of a Permit from the GRCA for any development within the regulated areas on the subject lands pursuant to Ontario Regulation 150/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation).
  - e. Addendum to the "2007 Kortright East Extension Subdivision – Remaining Lands Environmental Implementation Report (EIR)".
60. The Developer and the **Wellington Catholic School Board** shall 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 schools in the area be at capacity.

61. 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.
62. 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.
63. 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.
64. The Developer shall satisfy all requirements and conditions of **Canada Post** including: set-up fees, advisories and suitable mailbox locations. The developer shall ensure that the eventual lot/home owner is advised in writing by the developer / subdivider / builder that Canada Post has selected the municipal easement to their lot for a Community Mail Box installation and the developer shall be responsible for the installation of concrete pads in accordance with the requirements of Canada Post, in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.

**NOTES:** That this **Draft Plan Approval shall lapse** at the expiration of 3 years from the date of issuance of Draft Plan approval.

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 13 and 58 have been satisfied.

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 condition 59 has been satisfied.

That prior to the registration of all or any portion of the plan, **Upper Grand District School Board** shall advise the City in writing how conditions 60, 61 and 62 have been satisfied.



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 conditions 42, 49 and 55 have been satisfied.

That prior to the registration of all or any portion of the plan, **Canada Post** shall advise the City in writing how condition 63 has been satisfied.

AND

**PART B: ZONING REGULATIONS**

That the Zoning By-law Amendment application be approved and that City Staff be instructed to prepare the necessary amendment to Zoning By-law Number (1995)-14864, as amended, to transfer the subject lands from the Township of Puslinch 'A' (Agriculture) Zone, as follows:

**PROPOSED ZONING**

The following zoning is proposed for the subject site:

**R.1D - 43 (Single Detached Residential) Zone**

In accordance with Section 5.1 of Zoning By-law (1995)-14864, as amended.

Permitted Uses

In accordance with Section 5.1.1 of Zoning By-law (1995) – 14864, as amended.

Regulations

In accordance with Section 5.1.2 of Zoning By-law (1995) – 14864, as amended (see excerpt of Table 5.1.2 below), with the following exceptions:

Despite Table 5.1.2, Row 6, and Sections 4.6, 4.24, 5.1.2.3, 5.1.2.4 and 5.1.2.7 and 5.1.2.2, the minimum front yard shall be 4.5 metres to habitable floor space and 6 metres to the front wall of the garage.

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

1	Residential Type	Single Detached Dwellings
2	Zone	<b>R.1D</b>
3	Minimum Lot Area	275 m <sup>2</sup>
4	Minimum Lot Frontage	9 metres and in accordance with Sections 5.1.2.5 and 5.1.2.6.
5	Maximum Building Height	3 Storeys and in accordance with Section 4.18.
6	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.
6a	Minimum Exterior Side Yard	4.5 metres and in accordance with Sections 4.6, 4.24, 4.28, 5.1.2.3, 5.1.2.4 and 5.1.2.7.
7	Minimum Side Yard 1 to 2 Storeys Over 2 Storeys	0.6 metres and in accordance with Sections 5.1.2.1 and 5.1.2.2.

8	Minimum Rear Yard	7.5 metres or 20% of the <i>Lot Depth</i> , whichever is less and in accordance with Section 5.1.2.4.
9	Accessory Buildings or Structures	In accordance with Section 4.5
10	Fences	In accordance with Section 4.20.
11	Off-Street Parking	In accordance with Section 4.13.
12	Minimum Landscaped Open Space	The <i>Front Yard</i> on any <i>Lot</i> , excepting the <i>Driveway (Residential)</i> shall be landscaped and no parking shall be permitted within this <i>Landscaped Open Space</i> . Despite the definition of <i>Landscaped Open Space</i> , a minimum area of 0.5 metres between the <i>Driveway (Residential)</i> and nearest <i>Lot Line</i> must be maintained as landscaped space in the form of grass, flowers, trees, shrubbery, natural vegetation and indigenous species.
13	Garbage, Refuse and Storage	In accordance with Section 4.9.
14	Garages	For those <i>Lots</i> located within the boundaries indicated on Defined Area Map Number 66, attached <i>Garages</i> shall not project beyond the main front wall of the <i>Building</i> . Where a roofed porch is provided, the <i>Garage</i> may be located ahead of the front wall of the dwelling (enclosing <i>Habitable Floor Space</i> on the first floor) equal to the projection of the porch to a maximum of 2 metres.

**R.2 - ? (Specialized Residential Semi-Detached/Duplex) Zone (Lots 1 to 20 and 26 to 29)**

In accordance with Section 5.2 of Zoning By-law (1995)-14864, as amended.

Permitted Uses

In accordance with Section 5.2.1 of Zoning By-law (1995) – 14864, as amended.

Regulations

In accordance with Section 5.2.2 of Zoning By-law (1995) – 14864, as amended (Table 5.2.2 below), with the following exceptions:

Despite Table 5.2.2, Row 2, the minimum lot area shall be 448 square metres for every two units and 224 square metres for every unit.

Despite Table 5.2.2, Row 3, the minimum lot frontage for every lot shall be 13.7 metres and the minimum lot frontage per unit shall be 6.8 metres.

Despite Table 5.2.2, Row 5, and Sections 4.6, 4.24 and 5.2.2.1, the minimum front yard shall be 4.5 metres to habitable floor space and 6 metres to the front wall of the garage.

Despite Table 5.2.2, Row 11, the maximum lot coverage shall be 50% of the lot area.

**R.2 - ? (Specialized Residential Semi-Detached/Duplex) Zone (Lots 21 to 25)**

In accordance with Section 5.2 of Zoning By-law (1995)-14864, as amended.

Permitted Uses

In accordance with Section 5.2.1 of Zoning By-law (1995) – 14864, as amended.

Regulations

In accordance with Section 5.2.2 of Zoning By-law (1995) – 14864, as amended (Table 5.2.2 below), with the following exceptions:

Despite Table 5.2.2, Row 2, the minimum lot area shall be 416 square metres for every two units and 208 square metres for every unit.

Despite Table 5.2.2, Row 3, the minimum lot frontage for every lot shall be 13.7 metres and the minimum lot frontage per unit shall be 6.8 metres.

Despite Table 5.2.2, Row 5, and Sections 4.6, 4.24 and 5.2.2.1, the minimum front yard shall be 4.5 metres to habitable floor space and 6 metres to the front wall of the garage.

Despite Table 5.2.2, Row 5a, and Sections 4.6, 4.24, 4.28 and 5.2.2.1, the minimum exterior side yard shall be 3.0 metres.

Despite Table 5.2.2, Row 11, the maximum lot coverage shall be 50% of the lot area.

**TABLE 5.2.2 – REGULATIONS GOVERNING THE R.2 ZONE**

1	Residential Type	<ul style="list-style-type: none"> <li>• Duplex Dwelling</li> <li>• Semi-Detached Dwelling</li> <li>• Accessory Apartment in accordance with Section 4.15.1</li> <li>• Bed and Breakfast establishment in accordance with Section 4.27</li> <li>• Group Home in accordance with Section 4.25</li> <li>• Home Occupation in accordance with Section 4.19</li> </ul>
2	Minimum <b>Lot Area</b>	460 m <sup>2</sup> for every two units 230 m <sup>2</sup> for each unit
3	Minimum <b>Lot Frontage</b>	15 metres for every two units. 7.5 metres for each unit. Despite the above, the <b>Lots</b> located within the boundaries of Defined Area Map Number 66 of Schedule "A" shall have a minimum <b>Lot Frontage</b> of not less than the average <b>Lot Frontage</b> established by existing <b>Lots</b> within the same <b>City Block Face</b> .
4	Minimum <b>Ground Floor Area</b> 1 <b>Storey</b> 1.5 <b>Storeys</b> 2 or more <b>Storeys</b>	80 m <sup>2</sup> 55 m <sup>2</sup> 40 m <sup>2</sup>

5	Minimum <b>Front Yard</b>	6 metres and in accordance with Sections 4.6, 4.24 and 5.2.2.1.
5a	Minimum <b>Exterior Side Yard</b>	4.5 metres and in accordance with Sections 4.6, 4.24, 4.28, 5.2.2.1.
6	Minimum <b>Side Yard</b> (each side)	1.2 metres Where a <b>Garage, Carport</b> or off- <b>street Parking Space</b> is not provided for each <b>Dwelling Unit</b> , each <b>Side Yard</b> shall have a minimum width of 3 metres to accommodate off- <b>street</b> parking. Despite the above, no interior <b>Side Yard</b> is required along the common <b>Lot</b> line of <b>Semi-Detached Dwellings</b> .
7	Minimum <b>Rear Yard</b>	7.5 metres or 20% of the <b>Lot Depth</b> , whichever is less.
8	Accessory <b>Buildings</b> or <b>Structures</b>	In accordance with Section 4.5.
9	<b>Fences</b>	In accordance with Section 4.20.
10	Maximum <b>Building Height</b>	3 <b>Storeys</b> and in accordance with Section 4.18.
11	Maximum <b>Lot Coverage</b>	40% of the <b>Lot Area</b> .
12	Off- <b>Street</b> Parking	In accordance with Section 4.13.
13	<b>Garages</b>	For those <b>Lots</b> located within the boundaries indicated on Defined Area Map Number 66, where a roofed porch is provided, the <b>Garage</b> may be located ahead of the front wall of the dwelling (enclosing <b>Habitable Floor Space</b> on the first floor) equal to the projection of the porch to a maximum of 2 metres.
14	Garbage, Refuse Storage and Composters	In accordance with Section 4.9.
15	Minimum <b>Landscaped Open Space</b>	The <b>Front Yard</b> of any <b>Lot</b> , excepting the <b>Driveway (Residential)</b> , shall be landscaped and no parking shall be permitted within this <b>Landscaped Open Space</b> . Despite the definition of the <b>Landscaped Open Space</b> , for <b>Buildings</b> that do not have a shared <b>Driveway (Residential)</b> access, a minimum area of 0.6 metres between the driveway and nearest <b>Lot Line</b> must be maintained as landscaped space in the form of grass, flowers, trees, shrubbery, natural vegetation and indigenous species and may include a surfaced walk in accordance with Section 4.13.7.2.4.

**P.1 (Block 40)**

In accordance with Section 9.1.1 of Zoning By-law (1995)-14864, as amended.

**WL (Block 40)**

In accordance with Section 13.2 of Zoning By-law (1995)-14864, as amended.

## **927 and 1023 Victoria Road South (Phase 3 of Kortright East Subdivision) Conditions of Draft Plan Approval**

### **Part A: Draft Plan of Subdivision Conditions**

That the application by Black, Shoemaker, Robinson & Donaldson Ltd, on behalf of Wolf von Teichman and Northmanor Estates Inc. for approval of a draft plan of subdivision to permit Phase 3 of the Kortright East Subdivision comprising a total of 215 dwelling units on lands legally described as described as Part of Lots 3 and 4, Concession 8, Geographic Township of Puslinch, and municipally known as 927 and 1023 Victoria Road South, City of Guelph, **be approved**, with a three year lapsing provision, subject to the following conditions:

### **CITY CONDITIONS**

1. That this approval applies only to a **draft plan of subdivision** prepared by Black, Shoemaker, Robinson & Donaldson Ltd (Project No. 07-7364-5), on behalf of Wolf von Teichman and Northmanor Estates Inc. dated March 16, 2012, identifying 215 dwelling units, including the following minor adjustment: That the road allowance for Streets 3 and 4 adjacent to Lots 26 and 31 be extended to permit full servicing of the lots to the satisfaction of the City Engineer and that both road allowances terminate with a 0.3 metre reserve.

### **Conditions to be met prior to any grading or site alteration**

2. The Developer shall follow the approved **tree inventory and conservation plan**, satisfactory to the General Manager of Planning, Urban Design and Building Services and City Engineer, in accordance with City of Guelph By-law (2010)-19058, prior to any grading, tree removal or construction on the site.
3. The Developer shall obtain a **Site Alteration Permit** in accordance with City of Guelph By-law (2007)-18420 to the satisfaction of the City Engineer if grading/earthworks is to occur prior to entering into the subdivision agreement.
4. That the Developer shall prepare a **construction traffic access and control plan** for all phases of servicing and building construction based on the use of Victoria Road as the sole means of access to the satisfaction of the City. Any costs related to the implementation of such a plan shall be borne by the Developer. Any damage or maintenance required to surrounding streets as a result of such traffic shall be at the Developers cost.
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.
6. The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Engineer.
7. The Developer shall prepare an overall **site drainage and grading plan**, satisfactory to the City Engineer, for the entire subdivision. The plan will place emphasis on the minimal disruption of the lands natural topography and shall minimize cut and fill and area grading to that which is required to service the

subdivision to the required standards. The 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.

8. The Developer has prepared an **Environmental Implementation Report (EIR)** based on terms of reference approved by the City and Grand River Conservation Authority (GRCA). The report includes 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.
9. The Developer shall construct, install and maintain **erosion and sediment control** facilities, satisfactory to the City Engineer, in accordance with a plan that has been submitted to and approved by the City Engineer.
10. The Developer shall retain a qualified environmental inspector, satisfactory to the General Manager of Planning, Urban Design and Building 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.
11. The Developer shall submit a detailed **Storm Water Management Report** and Plans 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, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report for the Torrance Creek Subwatershed. Maintenance and operational requirements for any control and/or conveyance facilities must be described.
12. The developer shall ensure that any **domestic wells** located within the lands be properly decommissioned 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.
13. The Developer shall **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 development agreement on the block/lot so disturbed.
14. The Developer acknowledges that the City does not allow **retaining walls** higher than 1.0metre abutting existing residential properties without the permission of the City Engineer.
15. 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 servicing and house construction phases of the subdivision.

16. The developer has completed an **archaeological assessment** of the subject property and mitigated, 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 execution of subdivision agreement**

17. That any dead ends and open sides of road allowances created by the draft plan be terminated in **0.3 metre reserves**, which shall be conveyed to the City at the expense of the Developer.
18. The Developer shall have engineering drawings and **final reports** prepared for the approval of the City Engineer.
19. With the exception of any share determined by the City to be the City's share in accordance with its by-laws and policies, the Developer is responsible for the **total cost of the design and construction of all municipal services** within and external to the subdivision that are required by the City to service the lands within the plan of subdivision including such works as sanitary facilities, storm facilities, water facilities, walkways and road works including sidewalks, boulevards and curbs, with the distance, size and alignment of such services to be determined by the City. This includes the Developer paying the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, stormwater management facilities, watermains and emergency accesses.
20. The Developer shall submit a **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.
21. 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.
22. The Developer is responsible for the total cost of preparing a **tree planting plan** for the roadways shown on the plan of subdivision and implementing such plan to the satisfaction of the City.
23. The Developer shall pay to the City the cost of installing **bus stop pads** at locations to be determined by Guelph Transit.
24. The Developer shall provide an **On-Street Parking Plan** for the subdivision to the satisfaction of the City Engineer.
25. The site plans for all **corner building lots**, as determined by the City, shall be submitted to the City Engineer for approval of driveway location.

26. The Developer shall pay the cost of the installation of one Second Order Geodetic **Benchmark** within the proposed subdivision to the satisfaction of City Engineer.

**Conditions to be met prior to registration of the plan**

27. The Developer shall obtain approval of the City with respect to the availability of **adequate water supply and sewage treatment capacity**, prior to the registration of the plan, or any part thereof.
28. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a Qualified Person (QP) as defined in Ontario Regulation 153/04 to prepare and submit a **Phase 1 Environmental Site Assessment** and any other subsequent phases required, to assess any real property 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 site plan approval, a Qualified Person shall certify that all properties to be developed are free of contamination.
29. If contamination is found, the Developer shall:
- a) submit all environmental assessment reports prepared in accordance with the **Record of Site Condition** (O. Reg. 153/04) describing the current conditions of the land to be developed and the proposed remedial action plan to the satisfaction of the City;
  - b) complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be developed meet the Site Condition Standards of the intended land use;
  - c) and file a Record of Site Condition (RSC) on the Provincial Environmental Registry for lands to be developed.
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.
31. That the **road allowances** included in the draft plan be shown and dedicated at the expense of the Developer 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 the exception of any road widths.
32. That all **easements, blocks and rights-of-way** required within or adjacent to the proposed subdivision be conveyed clear of encumbrance to the satisfaction of the City of Guelph, Guelph Hydro Electric Systems Inc. and other Guelph utilities.



Every Transfer Easement shall be accompanied by a Postponement, satisfactory to the City Solicitor, for any mortgage, charge or lease and such Postponement shall be registered on title by the City at the expense of the Developer.

33. The Developer shall pay any **outstanding debts** owed to the City.
34. The Developer shall pay **Development Charges** to the City in accordance with By-law (2014)-19692, 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.
35. The Developer shall **erect and maintain signs** at specified 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 Planning Services, City Hall." The sign is to be resistant to weather and vandalism.
36. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title :
- a) "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."
  - b) "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developers for the planting of trees on City boulevards in front of residential units does not obligate the City or guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling."
  - c) "Purchasers and/or tenants of all lots or units are advised that a transit route may be installed on any street 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."
  - d) "Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised prior to the completion of home sales, that ongoing construction activities may occur, and there will be potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris, drainage and construction traffic".
  - e) "Purchasers and/or tenants of all lots or units are advised that the boundaries of the Open Space and Stormwater Management Blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy."

- f) "Purchasers and/or tenants of all lots or units are advised that the stormwater management pond has been vegetated to create a natural wetland setting. The City will not carry out routine maintenance such as grass cutting."
- g) "Purchasers and/or tenants of all lots or units are advised that Streets 3, 4 and Macaslister Blvd. will be extended at some future date when the adjacent lands are developed."
37. The Developer shall ensure that all **telephone service and cable TV service** in the plan shall be underground. The Developer shall enter into a servicing agreement with the appropriate service providers to provide for the installation of underground utility services for the Lands.
38. The Developer shall ensure 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.
39. 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**.
40. 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.
41. The Developer shall demarcate the boundary of the Stormwater Management Pond with a 1.8metre high black vinyl **chain link fence** to the satisfaction of the City.
42. The Developer shall convey **Lots 26 and 31** at the expense of the Developer to the City and held until the adjacent future street can be constructed and extended beyond the current terminus, unless the future streets can be extended to adequately service the lots to the satisfaction of the City Engineer. Ultimately, the Developer is responsible for maintaining these two lots including, but not limited to, weed and pest control.
43. The Developer shall meet all conditions and recommendations of the **Traffic Impact/Management Report** and shall implement all conditions and recommendations to the satisfaction of the City, prior to the registration of each phase of the subdivision. Further, the Developer has submitted a Traffic Calming Management Plan to the City for approval and shall incorporate the recommendations into the final subdivision design and shall implement all conditions and recommendations to the satisfaction of the City. Further, the Developer shall implement the recommended traffic calming measures described in the Kortright East Extension – Traffic Calming Recommendations report prepared by Paradigm Transportation Solutions Limited dated January 3, 2005.

44. That the developer **deeds to the City** any lands in the plan that are required by the City for Storm Water Management Facilities, parks, wetlands and buffers and open space. Furthermore, the developer shall demarcate the boundaries of any lands conveyed to the City in accordance with the policies of the City.
45. That the developer shall pay to the City the cost of any **existing services** within or abutting the proposed subdivision, as determined by the General Manager, Planning Services.
46. That the developer makes arrangements, satisfactory to the General Manager of Planning, Urban Design and Building Services, concerning the **scheduling** of the development and the developers payment of cost for services for the subdivision.
47. That the developer **phases** the subdivision to the satisfaction of the City.
48. That the developer shall at its expense implement and address all recommendations contained in the **Environmental Impact Study** that has been approved by the City, for the subdivision, and the developer shall address each recommendation to the satisfaction of the Grand River Conservation Authority and the City.
49. That the developer shall dedicate **Block 158 for parks 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.
50. The Developer shall be responsible for the cost of design and development of the **"Basic Park Development"** as per the City of Guelph current "Specifications for Parkland Development", which includes clearing, grubbing, topsoiling, grading and sodding for any phase containing a Park block to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of development of the Basic Park Development for the Park Block to the satisfaction of the Deputy CAO of Public Services.
51. The Developer shall be responsible for the cost of design and development of the **demarcation** of all lands conveyed to the City in accordance with the City of Guelph Property Demarcation Policy. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of development of the demarcation for the City lands to the satisfaction of the Deputy CAO of Public Services.
52. The Developer shall be responsible for the cost of design and implementation of the **Open Space Works and Restoration** in accordance with the "Environmental Implementation Report" to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an

53. Ontario Association of Landscape Architects (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of the Open Space works and restoration for the City lands to the satisfaction of the Deputy CAO of Public Services.
54. The Developer shall design and develop the **Storm Water Management Facility Landscaping** in accordance with the City's current "Design Principles for Storm Water Management Facilities" to the satisfaction of the Deputy CAO of Public Services and the City Engineer. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an Ontario Association of Landscape Architects (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services.
55. The Developer shall be responsible for the cost of design of the **Pedestrian Trail System** for the Storm Water Management & Open Space Blocks. This shall include submitting drawings for approval, identifying the trail system, interpretative signage and trail design details, to the satisfaction of the Deputy CAO of Public Services and the City Engineer. This shall include the submission of drawings completed by an Ontario Association of Landscape Architects (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services.
56. The Developer shall provide Planning Services and Public 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, open space and storm water management blocks.
57. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title:
- a) "Purchasers and/or tenants of all lots or units are advised that public trails will be installed abutting or in close proximity to Lots 1-17, 51-56 and 62-72, and that public access to these trails will occur adjacent to Lots 1 and 17.
  - b) "Purchasers and/or tenants of all lots are advised that the Stormwater Management Block has been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass cutting. Some maintenance may occur in the areas that are developed by the City for public walkways, bikeways and trails."
  - c) "Purchasers and/or tenants of all lots are advised that the Open Space Block has been retained in its natural condition. Be advised that the City will not carry out regular maintenance such as grass cutting. Periodic maintenance may occur from time to time to support the open space function and public trail system."

- d) "Purchasers and/or tenants of all lots are advised that the Park Block has been designed for active public use and may include sportsfields, playgrounds, trails and other park amenities. Be advised that the City may carry out regular maintenance such as grass cutting. Periodic maintenance may also occur from time to time to support the park functions."
  - e) "Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space, stormwater management and park blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of black vinyl chain link fence adjacent to all lots abutting these lands."
  - f) "Purchasers and/or tenants of all lots or units abutting City owned lands to be demarcated with fencing are advised that no private gates will be allowed."
58. The Developer shall identify the proposed park, open space, trails and demarcation types on all **temporary entrance signs** for the development to the satisfaction of the Deputy CAO of Public Services.
59. The Developer shall provide **two temporary signs on the park block frontages** clearly stating: that the maintenance of the park block is the responsibility of the Developer until such time as the City accepts the park; that all questions relating to the maintenance of the park block shall be directed to the Developer; and the Developer's contact details. The signage shall be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the Blocks by the City.
60. The Developer shall ensure that the proposed park block, open space blocks, trails and demarcation **fencing** are identified on any marketing or promotional materials.

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

- 61. All **Stage 1 Services** are to be constructed to the satisfaction of the City Engineer.
- 62. The Developer shall provide the City with written confirmation from the Engineering Department of **Guelph Hydro** that the subdivision hydro servicing has been completed to the satisfaction of Guelph Hydro.
- 63. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying that all **fill** placed below proposed building locations has adequate structural capacity to support the proposed building. All fill placed within the allowable zoning bylaw 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.

64. 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 in accordance with applicable provisions contained in the Ontario Building Code.

**AGENCY CONDITIONS**

65. 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.

66. 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 bussed to a school outside the area, and further, that students may in future have to be transferred to another school.”

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 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 bussing students outside the immediate area should school in the area be at capacity.

69. 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) A detailed storm water management report and plans in accordance with the 1994 Ministry of Environment and Energy Report entitled, Stormwater Management Practices Planning and Design Manual.

- b) A Storm Servicing Plan showing the layout of the storm sewer system.

- c) A Lot Grading and Drainage Control Plan showing the limits of all grading, including existing and proposed grades.
  - d) 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 and provisions for timely revegetation of the site.
70. That the **subdivision agreement** between the owners and the municipality contain provisions for:
- a) The completion and maintenance of the works in accordance with the approved plans and reports contained in condition 68.
  - b) The maintenance of all storm water management systems in accordance with the approved plans throughout all phases of grading and construction.
71. The Developer shall complete to the satisfaction of the City Engineer and **Canada Post**:
- Include on all offers of purchase and sale, a statement that advises prospective purchasers:
- a) that the home/business mail delivery will be from a designated Centralized Mail Box; and,
  - b) that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
72. The Developer further agrees to:
- a) Work with **Canada Post** to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
  - b) Install a concrete pad in accordance with the requirements of, and in locations to be approved by, Canada Post to facilitate the placement of Community Mail Boxes.
  - c) Identify the pads above on the engineering service drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
  - d) Determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

73. Prior to the registration of the plan, the developer shall arrange for all departments and agencies to submit **clearance letters** to the City, confirming each department and agency is satisfied and the plan can proceed to registration.

**Note to Draft Plan Approval:**

That this Draft Plan Approval shall lapse at the expiration of **3 years** from the date of issuance of Draft Plan Approval."



## **0 Lee Street Recommended Zoning**

The property affected by the Zoning By-law Amendment application is municipally referred to as 0 Lee Street, comprising a portion of the former Grange Road alignment.

### **PROPOSED ZONING**

The following zoning is proposed:

#### **R.2-6 (Residential Semi-Detached/Duplex) Zone**

As shown on Defined Area Map Numbers 56, 57, 61 and 62 of Schedule "A" of this By-law

#### **Permitted Uses**

Notwithstanding the Uses permitted by Section 5.2.1 of By-law Number (1995)-14864, as amended, the permitted Uses in the R.2-6 Zone shall be limited to the following:

- Single-Detached Dwelling
- Semi-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
- Building or Structure accessory to the foregoing permitted uses

#### **Regulations**

Notwithstanding the provisions of Section 5.2.2 of By-law Number (1995)-14864, as amended, the following provisions shall apply:

##### Regulations for Single Detached Dwellings

In accordance with the provisions of Sections 4 and 5.1.2 of By-law (1995)-14864, as amended, with the following additions or exceptions:

Minimum Lot Area – 285 m<sup>2</sup>

Minimum Lot Frontage – 9.5 metres

Maximum Lot Frontage – 14.5 metres for all lots other than a Corner Lot

##### Minimum Front Yard

- i) From Grange Road, Watson Road, and Starwood Drive: 7.5 metres from the Street Line;
- ii) From all other Streets: 6 metres from the Street Line

Minimum Exterior Side Yard – 4.5 metres

##### Location of Legal Off-Street Parking Space

Notwithstanding Sections 4 and 5.1.2 of this By-law, the legal off-street Parking Space shall be located to the rear of the Setback line and a minimum distance of 6 metres from the Street Line

Minimum Side Yard

0.6 metres and in accordance with Sections 5.1.2.1 and 5.1.2.2

Regulations for Semi-Detached Dwellings

In accordance with the provisions of Sections 4 and 5.2.2 of this By-law (1995)-14864, as amended, with the following additions or exceptions:

Minimum Lot Area – 485 m<sup>2</sup>

Minimum Side Yard (Each Side\*)

1 to 2 storeys – 1.2 metres

Over 2 storeys – 2.4 metres

\* Notwithstanding the above, where a garage, carport or off- Street Parking Space is not provided for each Dwelling Unit, each Side Yard shall be a minimum width of 3 metres

Minimum Front Yard

i) From Grange Road, Watson Road and Starwood Drive: 7.5 metres from the Street Line

ii) From all other Streets: 6 metres from the Street Line

Minimum Exterior Side Yard – 4.5 metres

Location of Legal Off-Street Parking Space

Notwithstanding Sections 4 and 5.2.2 of this By-law, the legal off-street Parking Space shall be located to the rear of the Setback line and a minimum distance of 6 metres from the Street Line

**44, 56, 66 and 76 Arkell Road  
Recommended Zoning Regulations and Conditions**

The property affected by the Zoning By-law Amendment application is municipally known as 44, 56, 66 and 76 Arkell Road and legally described Part of Lot 6, Concession 8 (Geographic Township of Puslinch) And Lots 3, 4, 5, And 6, Registered Plan 514, City of Guelph.

**PROPOSED ZONING**

The following zoning categories are proposed for the subject site, as shown in Attachment 6:

**R.3A-58 (Residential Cluster Townhouse) Zone**

In accordance with Section 4 (General Provisions) and Section 5.3.1 and Table 5.3.2 (Residential Townhouse) Zone regulations of Zoning By-law (1995)-14864, as amended, with the following exceptions:

- That the minimum lot area per dwelling unit be 255 m<sup>2</sup> whereas the Zoning By-law requires 270 m<sup>2</sup>;
- That the minimum front yard be 3.9 m whereas the Zoning By-law requires 6 m;
- That the minimum side yard be 3 m whereas the Zoning By-law requires half the building height;
- That the maximum building height be 4 storeys whereas the Zoning By-law requires 3 storeys (for units 81 to 93 only);
- That a private amenity area be a minimum of 1.4 m from a side lot line whereas the Zoning By-law requires 3 m (for unit 93 only);
- That the maximum density of the site be 41 units per hectare whereas the Zoning By-law requires 37.5 units per hectare; and
- That the above provisions shall continue to apply collectively to the whole of the subject lands that are within in the R.3A-58 Zone, despite any future severance, phase of condominium registration, partition, or division for any purpose.

**P.1 (Conservation Land) Zone**

In accordance with Section 9 of Zoning By-law (1995)-14864, as amended.

**WL (Wetland) Zone**

In accordance with Section 13.2 of Zoning By-law (1995)-14864, as amended.

**PROPOSED CONDITIONS**

The following conditions are provided as information to Council and will be imposed through a future site plan control agreement, pursuant to Section 41 of the *Planning Act*, registered on title for the subject site:

1. That the Developer shall submit to the City, in accordance with Section 41 of The *Planning Act*, a fully detailed **site plan**, including, but not limited to the location of the building, elevations and building design, landscaping, parking, traffic circulation, access, lighting, recommended noise attenuation measures,

grading and drainage on the said lands to the satisfaction of the General Manager of Planning, Urban Design and Building Services and the General Manager/City Engineer, prior to any construction or grading on the lands.

2. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a Qualified Person as defined in Ontario Regulation 153/04 to prepare and submit a **Phase One Environmental Site Assessment** and any other subsequent phases required, in accordance with Ontario Regulation 153/04, to assess any real property 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 site plan approval, a Qualified Person shall certify that all properties to be developed are free of contamination.
3. If contamination is found, the Developer shall:
  - a. submit all **environmental assessment reports** prepared in accordance with the RSC (O. Reg. 153/04) describing the current conditions of the land to be developed and the proposed remedial action plan to the satisfaction of the City;
  - b. complete any necessary **remediation work** in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be developed meet the Site Condition Standards or Site Specific Standards of the intended land use; and
  - c. file an **RSC** on the Provincial Environmental Registry for lands to be developed.
4. Prior to site plan approval and prior to any construction or grading on the lands, the Developer shall provide to the City, to the satisfaction of the General Manager/City Engineer, any of the following studies, plans and reports that may be requested by the General Manager/City Engineer:-
  - i. a **stormwater management report** and plans certified by a Professional Engineer in accordance with the City's Guidelines and the latest edition of the Ministry of Environment and Climate Change's "Stormwater Management Practices Planning and Design Manual", which addresses the quantity and quality of stormwater discharge from the site together with a monitoring and maintenance program for the stormwater management facility to be submitted;
  - ii. a **geotechnical report** certified by a Professional Engineer that analyzes the permeability and hydraulic conductivity of the soils and recommends measures to ensure that they are not diminished by the construction and development;
  - iii. a **grading, drainage and servicing plan** prepared by a Professional Engineer for the site;
  - iv. a detailed **erosion and sediment control plan**, certified by a Professional Engineer that indicates the means whereby erosion will be minimized and sediment maintained on-site throughout grading and construction.

5. The Developer shall, to the satisfaction of the General Manager/City Engineer, address and be responsible for **adhering to all the recommended measures** contained in the plans, studies and reports outlined in subsections 4 i) to 4 iv) inclusive.
6. That the Developer shall pay to the City, their share of the actual **cost of constructing a sidewalk** on the north side of Arkell Road across the frontage of the subject lands. Furthermore, prior to site plan approval and prior to any construction or grading on the lands, the Developer shall pay to the City, the estimated cost as determined by the General Manager/City Engineer of the Developer's share of the cost of the sidewalk.
7. The Developer shall be responsible for the actual cost of any **service laterals** required for the lands and furthermore, prior to site plan approval and prior to any construction or grading on the lands, the Developer shall pay to the City, the estimated cost as determined by the General Manager/City Engineer of any service laterals.
8. That the Developer pay the actual cost of removing or decommissioning to the satisfaction of the General Manager/City Engineer, any **existing sanitary sewers, storm sewers, manhole and/or watermains** that are not going to be used for service laterals. Furthermore, prior to site plan approval and prior to any construction or grading on the lands, the Developer shall pay to the City, the estimated cost as determined by the General Manager/City Engineer of the Developer's share of the cost of the removals and decommissioning works.
9. The Developer shall pay to the City the actual cost of the construction of the **new driveway entrances** and required curb cut and/or curb fills. Furthermore, prior to site plan approval and prior to any construction or grading on the lands, the Developer shall pay to the City, the estimated cost as determined by the General Manager/City Engineer of the construction of the new driveway entrance and required curb cut and/or curb fill.
10. The Developer shall pay the actual cost of the removal of the **existing driveway entrances** including the asphalt pavement and gravel within the road allowance, the restoration of the boulevard with topsoil and sod including the required curb fill, with the estimated cost of the works as determined by the General Manager/City Engineer being paid, prior to site plan approval and prior to any construction or grading on the lands.
11. That the Developer constructs, installs and maintains **erosion and sediment control measures**, satisfactory to the General Manager/City Engineer, prior to any grading or construction on the lands in accordance with a plan that has been submitted to and approved by the General Manager/City Engineer.
12. That the Developer constructs the new building at such an elevation that the lowest level of the new building can be serviced with a **gravity connection to the sanitary sewer**.

13. That the Developer **grades, develops and maintains the site** including the storm water management facilities designed by a Professional Engineer, in accordance with a Site Plan that has been submitted to and approved by the General Manager/City Engineer. Furthermore the Developer shall have the Professional Engineer who designed the storm water management system certify to the City that he/she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the City and that it is functioning properly.
14. That the Developer will ensure that any **existing domestic wells** as well as all boreholes and monitoring wells installed for environmental, hydrogeological or geotechnical investigations are properly decommissioned in accordance with current Ministry of the Environment and Climate Change regulations (O. Reg. 903, as amended) and to the satisfaction of the General Manager/City Engineer, prior to site plan approval and prior to any construction or grading on the lands.
15. The Developer acknowledges that the City does not allow **retaining walls** higher than 1.0-metre abutting existing residential properties without the permission of the General Manager/City Engineer.
16. That with the exception of any pad-mounted transformers, all **electrical services** to the lands are underground and the Developer shall make satisfactory arrangements with Guelph Hydro Electric Systems Inc. for the servicing of the lands, as well as provisions for any easements and/or rights-of-way for their plants, prior to site plan approval and prior to any construction or grading on the lands.
17. That the Developer makes satisfactory arrangements with **Union Gas** for the servicing of the lands, as well as provisions for any easements and/or rights-of-way for their plants, prior to site plan approval and prior to any construction or grading on the lands.
18. The Developer shall ensure that all **telephone service and cable TV** service on the Lands shall be underground. The Developer shall enter into a servicing agreement with the appropriate service providers for the installation of underground utility services for the Lands, prior to site plan approval and prior to any construction or grading on the lands.
19. The Developer shall be responsible for the cost of design and development of the **demarcation** of all lands conveyed to the City in accordance with the City of Guelph Property Demarcation Policy. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by a Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the demarcation for the City lands to the satisfaction of the Deputy CAO of Public Services.

20. The Developer shall be responsible for the cost of design and implementation of the **Open Space Works and Restoration** as per the approved 'Environmental Implementation Report' and 'Landscape Plans' to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings for approval and the administration of the construction contract up to the end of the warrantee period completed by a full member with seal of Ontario Association of Landscape Architects (OALA) to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of the Open Space works and restoration for the City lands to the satisfaction of the Deputy CAO of Public Services.
21. The Developer shall be responsible for the cost of design of the **Pedestrian Trail System** for the Open Space Blocks. This shall include obtaining any required permits, submitting drawings for approval, identifying the trail system, interpretative signage and trail design details, to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings completed by Ontario Association of Landscape Architects (OALA) full member with seal for approval to the satisfaction of the Deputy CAO of Public Services.
22. The Developer shall be responsible for the cost of design and development of the **"Basic Trail Development"** as per City's current trail standards as outlined in the Local Service Policy under City's Development Charges Bylaw, to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of the 'Basic trail development' to the satisfaction of the Deputy CAO of Public Services.
23. The Developer shall install, at no cost to the City, **chain link fencing**, adjacent to stormwater management area, common amenity area and in between conservation area and lots. The Developer further agrees that the fencing will be installed following grading operations in accordance with the current standards and specification of the City and to the satisfaction of the Deputy CAO of Public Services. Further, all property lines must be accurately surveyed and clearly marked in the field prior to establishing all fence line locations. Fences shall be erected directly adjacent to the established property line within the City owned lands.
24. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and the condominium declaration(s), and agrees that these same notifications shall be registered on title:
  - a. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that abutting City owned lands may be fenced in accordance with the current standards and specifications of the City".
  - b. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into Blocks XX and Lots XX that abut these Blocks and Lots".

- c. "Purchasers and/or tenants of all lots or units are advised that a public trail will be installed or exists abutting or in close proximity to Blocks XX and Lots XX and that public access to this trail will occur between Blocks XX and Lots XX". *\*(Block and Lot Nos. to be confirmed at site plan approval)*
  - d. "Purchasers and/or tenants of all lots are advised that the Open Space Block has been retained in its natural condition. Be advised that the City will not carry out regular maintenance such as grass cutting. Periodic maintenance may occur from time to time to support the open space function and public trail system."
  - e. "Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of black vinyl chain link fence adjacent to lot numbers \_\_\_." The Developer shall also send written notification of proposed demarcation type to any existing homeowners in lots adjacent to open space blocks.
25. The Developer agrees to **provide temporary signage** describing the existing/proposed park, open space, trail and required fencing on all entrance signs for the development, at the street frontage of park block XX and open space block(s) XX, and entrance/exit of trails, to the satisfaction of the Deputy CAO of Public Services. The signage shall:
- a. advise prospective purchasers of dwellings in the area of the type of park, open space and/or trail and level of maintenance of these parcels of land by the City;
  - b. clearly state that the maintenance of the park block and/or trail are the responsibility of the Developer until such time as the City accepts the park and/or trail, and partially releases the associated Letter of Credit; and
  - c. clearly state that all questions relating to the maintenance of the park block and/or trail shall be directed to both the Developer and the City.

The signage shall be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the Blocks by the City.

The Developer further agrees that the proposed park block, open space block(s), trails and fencing be identified on any marketing or promotional materials.

26. The Developer shall **dedicate conservation lands** and natural open space for trail purpose as per the Council approved Guelph Trail Master Plan.
27. The Developer shall pay **cash in-lieu of parkland conveyance** for the entire development, under City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545, By-Law (2007- 18225), or any successor thereof.
28. The Developer shall prepare and implement an **Environmental Implementation Report** (EIR) to the satisfaction of the General Manager of Planning, Urban Design and Building Services, prior to the issuance of site plan approval. The EIR will provide details with respect to stormwater management and wetland water



balance, vascular plant surveys, additional groundwater monitoring using data loggers, design of trail layout supported by detailed impact assessment, mitigation measures and an analysis confirming no negative impacts to the Natural Heritage System, salt management, tree management, restoration and enhancement including invasive species removal and education and stewardship information, and erosion and sediment control plan. As well the EIR will be based on an approved Terms of Reference and will include grading, drainage, interim and final erosion and sediment control plans and report, baseline data to inform the effectiveness monitoring program and will address the Environmental Advisory Committee motion from June 10, 2015.

29. The Developer shall complete a **Tree Inventory, Preservation and Compensation Plan**, satisfactory to the General Manager of Planning, Urban Design and Building Services and in accordance with the City of Guelph Bylaw (2010)-19058 prior to any grading, tree removal or construction on the site.
30. The Developer will undertake a **post-development monitoring** program as detailed in the Environmental Implementation Report to the satisfaction of the General Manager of Planning, Urban Design and Building Services. The developer shall provide the City with a letter of credit to cover the City approved cost estimate for the post-development monitoring program to the satisfaction of the General Manager of Planning should the monitoring program extend beyond registration of the Draft Plan of Condominium.
31. The Developer shall retain a qualified **environmental inspector**, satisfactory to the General Manager of Planning, Urban Design and Building 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. The inspector shall report on their findings to the City.
32. The Developer agrees to incorporate a **noise attenuation barrier** into the final design of the site, as recommended in the Preliminary Environmental Noise Assessment, for any outdoor living areas between the Arkell Road right-of-way and Setback Line 1.
33. The Developer agrees to make provisions for **central air conditioning** for any dwellings constructed between Setback Line 2 and Setback Line 1, as recommended in the Preliminary Environmental Noise Assessment.
34. The Developer agrees to include the following **warning clause** in purchase and sale agreements for all dwellings constructed between Setback Line 2 and Setback Line 1, as indicated and recommended in the Preliminary Environmental Noise Assessment:
  - a. "Purchasers and/or tenants are advised that the sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the

City of Guelph and the Ministry of Environment and Climate Change. This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Guelph and the Ministry of Environment and Climate Change."

35. The Developer agrees to maintain a **minimum distance** of 1.5 metres between any driveways/entrances and street light poles or pad-mounted transformers, and any relocations required would be at the Developer's expense.
36. The Developer agrees to maintain a **minimum distance** of 3.0 metres between any dwelling units and pad-mounted transformers.