

## COMMITTEE OF ADJUSTMENT

### Minutes

The Committee of Adjustment for the City of Guelph held its Regular Meeting on Tuesday October 8, 2013 at 4:00 p.m. in Meeting Room 112, City Hall, with the following members present:

R. Funnell, Chair  
J. Hillen  
B. Birdsell (until 6:42 p.m.)  
C. Downer  
A. Diamond  
L. McNair

Regrets: D. Kelly

Staff Present: M. Witmer, Planner  
M. Bunnett, Acting Secretary-Treasurer

### Declarations of Pecuniary Interest

Committee member B. Birdsell declared a pecuniary interest in applications B-52/13 to B-61/13 as the applicant is a former client.

### Meeting Minutes

Moved by L. McNair and seconded by C. Downer,

“THAT the Minutes from the September 24, 2013 Regular Meeting of the Committee of Adjustment, be approved as printed and circulated.”

Carried

### Other Business

The Acting Secretary-Treasurer advised of a request for a refund of deferral fees for application A-18/13 at 75 Creighton Avenue. She noted that the application was for a deck setback and was deferred so that the owner could discuss his options regarding drainage with Engineering Services. She also noted that a detailed letter has been received from the home owner regarding the request for a refund. She advised that the deferral fee was for \$230.

A brief discussion took place regarding the details of the application and deferral fee.

Consideration of Refund of the Deferral Fee for Application A-18/13

Moved by C. Downer and seconded by L. McNair,

“THAT the Acting Secretary-Treasurer refund 100% (\$230) of the deferral fee for application A-18/13 at 75 Creighton Avenue.”

**Applications:** A-121/13, A-122/13, A-123/13 and A-124/13

**Owner:** 1830334 Ontario Ltd.

**Agent:** Fusion Homes, Samantha Sutton

**Location:** Mussen Street

**In Attendance:** Neal Hallock

The Acting Secretary-Treasurer advised of a grammar error in the notice. She noted that the percentage given in the notice reflects the accurate variances requested for the lot coverage areas.

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. N. Hallock replied the signs were posted and the staff comments were received. He was available for any comments.

Committee member L. McNair commented that there will most likely be a right-of-way at the rear of the lots. He questioned if the right-of-way is considered to be part of the lots.

Mr. N. Hallock replied that this is correct.

Committee member L. McNair commented that the request is not minor in nature and that the regulations in the by-law for lot sizes are appropriate. He questioned the distance from the back of the units to the rear property line and the size of the right-of-ways.

Mr. N. Hallock replied that the rear yards are almost 9 metres deep which is well within the rear yard setback requirement. He commented that he believes the right-of-way is approximately 1.5 metres deep.

Planner M. Witmer commented that the setback requirements have been met which makes the application minor in nature. He also commented that the applicants attempt to meet the setbacks will not cause the units to dominate the streetscape.

Committee member L. McNair noted that he has a concern with the backyard not being large enough.

Mr. N. Hallock commented that they conform to the setbacks and construct two storey units instead of three storeys.

Committee member L. McNair withdrew his comment regarding the rear yard setbacks after he was able to review a plan to confirm that the rear yards are more than 9 metres deep. He commented that he is not able to support application A-121/13 due to the variance required for landscaped open space.

#### Application A-121/13

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by B. Birdsell and seconded by C. Downer,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 5.3.2 Row 8 and Row 13 of Zoning By-law (1995)-14864, as amended, to construct eight (8) on-street townhouse units on Block 5, Registered Plan 61M-189, for properties municipally known as 62 - 76 Mussen Street,

- a) to permit a maximum building coverage of 50% of the lot area when the By-law permits a maximum building coverage of 40%, and,
- b) to permit a minimum landscaped open space of 37.5% of the lot area when the By-law requires a minimum landscaped open space of 40% of the lot area,

be approved.”

Carried

#### Application A-122/13

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by B. Birdsell and seconded by C. Downer,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 5.3.2 Row 8 of Zoning By-law (1995)-14864, as amended, to construct five (5) on-street townhouse units on Block 5, Registered Plan 61M-189, for properties municipally known as 5 - 15 Mussen Street, to permit a maximum building coverage of 50% of the lot area when the By-law permits a maximum building coverage of 40%, be approved.”

Carried

Application A-123/13

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by B. Birdsell and seconded by C. Downer,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 5.3.2 Row 8 of Zoning By-law (1995)-14864, as amended, to construct five (5) on-street townhouse units on Block 5, Registered Plan 61M-189, for properties municipally known as 17 - 25 Mussen Street, to permit a maximum building coverage of 50% of the lot area when the By-law permits a maximum building coverage of 40%, be approved.”

Carried

Application A-124/13

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this

application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by B. Birdsell and seconded by C. Downer,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 5.3.2 Row 8 of Zoning By-law (1995)-14864, as amended, to construct five (5) on-street townhouse units on Block 5, Registered Plan 61M-189, for properties municipally known as 27 - 35 Mussen Street, to permit a maximum building coverage of 50% of the lot area when the By-law permits a maximum building coverage of 40%, be approved.”

Carried

**Application:** A-117/13  
**Owner:** Sarah and Michael Harrison  
**Agent:** n/a  
**Location:** 54 Glasgow Street North  
**In Attendance:** Sarah Harrison  
Michael Harrison

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. M. Harrison replied the sign was posted and the staff comments were received. He explained that they have owned the property since 1997 and are proposing to create an apartment now that their children are getting older. He also explained that they are not enlarging the existing house and would like to introduce the least amount of changes to the dwelling. He commented that their proposal is in keeping with the neighbourhood.

Committee member L. McNair questioned if the basement area is included in the calculation for the total floor area of the dwelling.

Planner M. Witmer replied that the basement is included in the total area calculation of the dwelling.

There were no further questions from the members of the Committee.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by A. Diamond and seconded by B. Birdsell,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Section 4.15.1.5 of Zoning By-law (1995)-14864, as amended, for 54 Glasgow Street North, to permit a two bedroom accessory apartment on the second floor of the residential dwelling to have an area of 107.7 square metres (1,160 square feet) when the By-law requires that an accessory apartment not exceed a maximum of 80 square metres (861.1 square feet) in floor area, be approved.

Reason for approval being:

1. The apartment is considered to be subordinate to the main dwelling.”

Carried

**Application:** A-119/13  
**Owner:** Stephanie Vos  
**Agent:** Ryan Aguanno  
**Location:** 240 Alma Street North  
**In Attendance:** Stephanie Vos

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements.

Ms. S. Vos replied that the sign was posted but was ripped down this week. She explained that it was difficult for them to come from Toronto to re-post the sign.

Planner M. Witmer noted that Planner S. Laughlin was able to confirm with neighbours that the sign had been posted and was down recently.

Ms. S. Vos explained that they purchased the property in 2009 with a finished basement and they now wish to legalize the accessory apartment.

Committee member L. McNair questioned how practical it would be to try to reduce the size of the unit and if the apartment was already created when they purchased the property.

Ms. S. Vos replied that the apartment was already in place and they realized that the apartment was not legalized.

Committee member J. Hillen questioned if the laundry is shared between the two units.

Ms. S. Vos replied that the laundry area is shared.

Committee member J. Hillen questioned if the laundry area has been removed from the floor area calculation.

Planner M. Witmer replied that it is removed from the calculation and it is up to the owner to decide if laundry is a shared area or not.

Ms. S. Vos commented that there is only one door and they have to access the laundry through the apartment.

There were no further questions from the members of the Committee.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by B. Birdsell and seconded by A. Diamond,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Section 4.15.1.5 of Zoning By-law (1995)-14864, as amended, for 240 Alma Street North, for a two bedroom accessory apartment in the basement;

- a) to have an area of 91 square metres (980 square feet) when the By-law requires that an accessory apartment shall not exceed a maximum of 80 square metres (861.1 square feet) in floor area, and
- b) to occupy 47% of the total floor area of the building when the By-law requires that an accessory apartment shall not exceed 45% of the total floor area of the building,

be approved.

The reason for approval being:

1. The dwelling is not operated as a duplex but as a dwelling with an accessory apartment.”

Carried

**Application:** A-118/13  
**Owner:** Susan Hubner  
**Agent:** n/a  
**Location:** 211 Arthur Street North  
**In Attendance:** Susan Hubner  
Hilary Wootton

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Ms. S. Hubner replied the sign was posted and the staff comments were received. She explained that the apartment has existed since 1990 and thought the apartment was legal. She also explained that she understood a fire inspection was required and that she required a variance for the parking. She commented that she has one car and her tenants have bikes. She noted the dwelling is close to downtown with access to public transport. She commented that there is 24 hour parking available on Pearl Street. She explained that the established apartment is on the main floor and does not change the character of the dwelling.

Committee member C. Downer commented that the applicant still has to go through the building permit process.

Chair R. Funnell noted that staff comments indicate permits are required but it is not a proposed condition.

Committee member L. McNair commented that the fire department will look into the fire code issues such as smoke alarms etc. He noted that there already is one parking space but no room for a second one.

Committee member B. Birdsell noted the second parking space is not a legal space since it is not located on the private property.



Committee member C. Downer questioned whether one parking space could be created on the left side of the dwelling.

Planner M. Witmer replied that a variance would be required for creating a second driveway. He advised that the property slopes on Pearl Street side and there might be an issue with the sight line triangle regulation.

Committee member C. Downer commented that perhaps to create a new driveway, the existing driveway could be closed.

Committee member B. Birdsell noted that the owner would lose the existing amenity area and might perhaps have to cut down trees.

Ms. H. Wootton, owner of 209 Arthur Street North, commented that she is supportive of the application.

Committee member L. McNair noted that the decision is a difficult one but he could approve the application for the current owner only. He commented that when the ownership changes, the new owner would have to re-apply for a variance.

Committee member B. Birdsell commented that there is a registration process in place.

Planner M. Witmer noted that Building Services staff is requesting that a building permit is applied for. He advised that if the Committee wishes to add a condition that applies to the current owner only, an agreement could be registered on title prior to issuance of a building permit.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by L. McNair and seconded by B. Birdsell,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Sections 4.13.4.3 and 4.13.2.1 of Zoning By-law (1995)-14864, as amended, for 211 Arthur Street North,

- a) to permit one legal off-street parking space when the By-law requires that a total of three off-street parking spaces be provided for a dwelling with an accessory unit, and
- b) to permit the one off-street parking space to be located ahead of the front wall of the main building, 3.4 metres (11.15 feet) from the front property line, when

the By-law requires that in a R.1 zone, the required parking space shall be located a minimum distance of 6 metres (19.68 feet) from the front property line and to the rear of the front wall of the main building,

be approved, subject to the following condition:

1. That prior to the issuance of a building permit, the owner enters into a Site Plan Control Agreement, satisfactory to the City Solicitor, registered on title, which would limit the variance approval to the term of the applicant's ownership only."

Carried

**Application:**            **A-120/13**  
**Owner:**                 **Jacob Legein**  
**Agent:**                 **n/a**  
**Location:**             **416 Cole Road**  
**In Attendance:**       **Jacob Legein**

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. J. Legein replied the sign was posted and the staff comments were received. He explained that due to the position of structural walls he is not able to comply with the size regulation. He commented that a mature student looking for a one bedroom unit fits with the neighbourhood. He explained that even though the Zoning By-law allows him to create a two bedroom unit, he has no intent on creating a second bedroom. He explained that the unused space has plumbing in it. He noted that he wishes to maintain the integrity of the street.

There were no questions from the members of the Committee.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by L. McNair and seconded by C. Downer,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Section 4.15.1.5 of Zoning By-law (1995)-14864, as amended, for 416 Cole Road, to permit a one bedroom accessory apartment in the basement of the residential dwelling with an area of 92 square metres (990 square feet) when the By-law requires that an accessory apartment not exceed a maximum of 80 square metres (861.1 feet) in floor area, be approved.”

Carried

**Application:** A-115/13

**Owner:** David Neill

**Agent:** n/a

**Location:** 16 Whispering Ridge Drive

**In Attendance:** David Neill  
Robert Rush  
Kenneth Edwards  
Elaine Edwards

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. D. Neill replied the sign was posted and the staff comments were received. He explained that he purchased the house in 2012 and the dwelling was occupied by five residents under one lease. He also explained that the Zoning By-law states that you cannot rent more than four units. He commented that he would like to keep the five tenants under one joint lease. He noted he is not proposing to change the dwelling in any way.

Committee member L. McNair questioned if the five tenants have signed the one lease jointly and if so, is the owner proposing to change that.

Mr. D. Neill replies that this is correct; the tenants are all responsible individually and collectively. He explained that there are two types of lodging homes but he wishes to rent the dwelling to five persons. He also explained that he has previously tried to restrict the number of bedrooms to four but the tenants have always ended up adding a fifth room.

Planner M. Witmer noted that the Zoning By-law regulates Type 1 and Type 2 lodging houses. He explained that Type 2 lodging houses are for higher density townhouse dwellings.

Mr. D. Neill commented that if the tenants are under one joint lease, the City would interview the tenants and decide on the type of a lodging house. He explained that this is not what the Committee is deciding on but that would be his next step.

Planner M. Witmer noted that the minor variance application is for a lodging house. He commented that how the lease is signed is irrelevant to this application.

Committee member L. McNair commented that there is a case in Niagara where the house was considered to be a single detached dwelling since the people knew each other and were on one lease.

Planner M. Witmer advised that the case from St. Catherine's had a different forum. He also advised that the case was regarding challenging the city zoning by-law in court and was not a minor variance application.

Mr. R. Rush, a resident on Whispering Ridge Drive, commented that the street has deteriorated and most residents have left the City. He explained that the problems are immense relating to behaviour and littering. He commented that the homes were built for single family dwellings and not for several students. He noted that there is nowhere to park on the street and garbage trucks and snowploughs have difficulty getting in and out. He commented that the majority of the rental houses do not conform to the by-law regulations and would not pass a fire inspection.

Planner M. Witmer clarified that the term "single family house" cannot be used due to it being discriminatory, term "single detached dwelling" is used instead.

Mr. K. Edwards, the owner of 108 Cole Road, commented that they have not had too many problems with the kids but the problem is that there is already another rental house five doors up. He explained that they cannot find a parking spot on the street for their visiting family. He commented that rental housing is driving the regular families out of the area.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by C. Downer and seconded by A. Diamond,

"THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 4.25 Row 3 of Zoning by-law (1995)-14864, as amended, for 16 Whispering Ridge Drive, to permit a five bedroom lodging house to be located within 17.5 metres of an existing lodging house located at 116 Cole Road and within 73 metres of an existing lodging house

located at 692 Scottsdale Drive when the By-law requires that a minimum separation between buildings being used as a Lodging House Type 1 shall be 100 metres, be refused.

Reasons for refusal being:

1. The variance does not meet the four tests under the Planning Act,
2. The variance is not minor in nature, and
3. There would be a negative impact on the neighbourhood.”

Carried

**Application:** A-116/13

**Owner:** David Neill

**Agent:** n/a

**Location:** 92 Harvard Road

**In Attendance:** David Neill  
Tim Moore  
Linda Moore  
Wendy Townsend  
Larry Townsend  
Christina Tourangeau  
Dan Tourangeau  
Al Sullivan  
Trevor Elmslie

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. Neill replied the sign was posted and the staff comments were received. He explained that the home currently has six bedrooms which are occupied by six residents. He commented that if he cuts the units down to four, this will create a need for another residence for students. He explained that creating an accessory unit is not a beneficial use of the dwelling. He also explained that the second kitchen would create a fire hazard and he would also need to create another exit from the dwelling. He noted that the approved variance would allow him to keep the home in its current state and he would be able to attract his pick of tenants. He also noted that he realizes the application is not minor in nature but he would like to continue the six tenants to legally occupy the home. He advised that he realizes the application will most likely be refused.

Committee member L. McNair questioned if the dwelling currently has four bedrooms in upper level and two bedrooms in the basement.

Mr. D. Neill replied that currently there are three bedrooms up and three in the basement.

Mr. A. Sullivan, the owner of 5 Rickson Ave, explained that there are several student residences in the area, approved and not approved, and he does not believe the variance is in the best interest of the neighbourhood. He also explained that the property in question is a business and is not compatible with the area. He commented that the University of Guelph is dealing with declining enrolment and new residences are being created for the students elsewhere. He ended by commenting that there is no need for the business at 92 Harvard Road and urged the Committee to refuse the application.

Planner M. Witmer commented that they cannot label the tenants as students. He explained that the Zoning By-law defines it a lodging house when five units are being rented.

Mr. A. Sullivan replied that the definition for a lodging house is outdated and should be updated.

Mr. T. Elmslie, a resident on Harvard Road, noted that they have seen an increase in number of students in lodging houses in the last number of years. He explained that the students are not the problem but the number of people that are not engaged in the community to increase the value of the community. He also explained that installing an accessory apartment will cost money the owner is not willing to spend and the only person buying a six bedroom house is a person who wishes to rent it to students. He noted that an accessory apartment would be better for the community than a lodging house.

Planner M. Witmer advised that property can meet the parking requirements for an accessory apartment. He also advised that, to eliminate any fire concerns, Building Services staff would follow the Ontario Building Code requirements.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by C. Downer and seconded by J. Hillen,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Table 4.25 Row 3 of Zoning By-law (1995)-14864, as amended, for 92 Harvard Road, to permit a six bedroom lodging house in a single detached dwelling to be located within 64 metres of an existing

lodging house located at 11 Rickson Avenue when the By-law requires that a minimum separation between buildings being used as a Lodging House Type 1 shall be 100 metres, be refused.

Reasons for refusal being:

1. The variance requested is not minor in nature,
2. The proposal is not desirable for the neighbourhood, and
3. An accessory apartment could be more desirable for the neighbourhood.”

Carried

**Application:**            **A-114/13**

**Owner:**                 **Erica Davis**

**Agent:**                 **Ravi Raman Law, Ravi Raman**

**Location:**             **8 Terrace Lane**

**In Attendance:**       **Erica Davis**  
                              **Ravi Raman**  
                              **John McDonald**  
                              **Ann McDonald**

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. R. Raman, legal representative to Ms. Davis, replied the sign was posted and the comments were received. He explained that there is a long history where Ms. Erica Davis faced four charges based on issues raising with a fence and a shed. He also explained that the Justice of the Peace found Ms. Davis guilty on two charges, one related to the placement of the existing shed. He noted that as per the instructions of the Justice of the Peace, an application for a minor variance was submitted. He explained that the shed has been in existence since 1975 and prior to the current regulations of the 1995 Zoning By-law. He proceeded with quoting Section 34.9 of the Planning Act. He commented that because the by-law was changed, it should not mean that the owner has to change an existing situation. He noted that the location of the shed pre-dates the by-laws, including the swimming pool by-law. He commented that the neighbours have not had any problems with the shed and the details submitted by the neighbours' lawyer should not be relied on.

Committee member J. Hillen questioned if the swimming pool still exists and if the existing shed was used to house pool equipment.

Mr. R. Raman replied that the pool was closed but the intent is to replace the pool. He explained that the shed is still housing the pool pump and all the equipment.

Committee member J. Hillen questioned whether there is any proof of a building permit for the shed.

Committee member L. McNair commented that the shed is not big enough to require a permit.

Mr. R. Raman commented that nothing will be pulled out of the shed until the owner knows what she will need.

Committee member L. McNair questioned if there is a concrete floor and if the actual piping for the pool is coming out of the concrete.

Ms. E. Davis replied that the company which removed the pool is waiting for the ground to settle and will then determine what will be required for the new pool.

Planner M. Witmer advised the Committee members of Section 2.5.2 of the Zoning By-law which states that any accessory building or structure erected after June 6, 1971, must conform with all regulations of the applicable zone within the 1995 by-law. He explained that this confirms the shed is not legal non-complying and a variance is required for the setback.

Mr. J. McDonald, owner of 10 Terrace Lane, commented that fences that his neighbour erected have ruined his existing fence. He explained that he is unable to repair his fence until the shed is removed. He also explained that they purchased their house in 1987 and the shed was built after that, sometime in the early to mid 1990's.

Committee member L. McNair commented that in following the regulations of the swimming pool by-law, the existence of the shed would mean that the owner would have to move the fence away from the shed.

Planner M. Witmer replied that is how the by-law is interpreted.

Mr. J. McDonald stated that he has a pool in his rear yard and Ms. Davis will have a pool in her back yard, the by-law works both ways.

Mr. R. Raman referred to a photograph of the shed and pointed at structures on both sides of the existing fence. He explained that the situation has been lengthy and once the existing shed falls down, Ms. Davis will re-erect a shed which conforms to the by-law regulations.

Mr. J. McDonald stated that the shed could be relocated and does not have to be taken down. He explained that her contractor could have moved the shed when they were there removing the pool.



Committee member L. McNair noted concerns with the retaining wall and fence which will facilitate climbing and does not provide for a safe barrier.

Planner M. Witmer reminded the Committee members that the variance application submitted is for the location of the shed and not for the fence.

Ms. A. McDonald, of 10 Terrace Lane, commented that the swimming pool had to be filled because it was not being maintained and she had the same concerns regarding the shed.

Having considered whether or not the variance(s) requested are minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the Zoning By-law and the Official Plan will be maintained, and that this application has met the requirements of Section 45(1) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended,

Moved by L. McNair and seconded by J. Hillen,

“THAT in the matter of an application under Section 45(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, a variance from the requirements of Section 4.5.1.2 of Zoning By-law (1995)-14864, as amended, for 8 Terrace Lane, to permit a 1.8 metre by 2.4 metre (6 foot by 8 foot) existing shed to be located 0.05 metres (0.17 feet) from the right side lot line in the rear yard when the By-law requires that an accessory building or structure shall not be located within 0.6 metres (1.96 feet) of any lot line, be refused.

Reason for refusal being:

1. The variance requested is not minor in nature.”

Carried

Having declared a pecuniary interest in the following applications, Committee member B. Birdsell left the meeting at 6:42 p.m.

**Applications:** B-52/13 to B-61/13

**Owner:** Guelph Sikh Society and Westminster Woods

**Agent:** SmithValeriotte Law Firm LLP, John Valeriotte, C. Richard Woolfrey

**Location:** 187, 189, 191, 193, 195, 197, 199, 201, 203 and 205 Goodwin Drive

**In Attendance:** John Valeriotte

**Dave Jassal**  
**Divinder S. Grewal**  
**Ranjit Hira**  
**Darshan Jassal**

Chair R. Funnell questioned if the sign had been posted in accordance with Planning Act requirements and if the staff comments were received.

Mr. J. Valeriotte replied the signs were posted and the staff comments were received. He explained that the applications reflect the Reid's side of the application and the Sikh community will create the temple site. He noted that unfortunately, the sequence of registrations did not happen as planned. He explained that, prior to the expiry date of the approved consents, a development agreement was to be signed and registered which did not occur. He commented that it is not uncommon that a deed gets stamped and held in escrow, which did not happen in this case. He noted that it cost his clients \$12,000 in application fees to re-submit the consents and they are respectfully asking for a relief of the application fees.

Committee member L. McNair questioned whether the applicant is in agreement with all the conditions.

Mr. J. Valeriotte replied they agree and realize the conditions form part of the agreement.

Application B-52/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

"THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 4 and 12, Reference Plan 61R-10932, to be municipally known as 187 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.

2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City's Community Energy Plan.
4. That applicant shall pay to the City, the City's total cost of reproduction and distribution of the Guelph Residents' Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.

7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot

- in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
  17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
  18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
  19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-53/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 5 and 13, Reference Plan 61R-10932, to be municipally known as 189 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City’s Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary,

- storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
  8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
  9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.

11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsement of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
15. That prior to the endorsement of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the



draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk.”

Carried

Application B-54/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 6 and 14, Reference Plan 61R-10932, to be municipally known as 191 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost

of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.

5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
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- within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
  11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
  12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
  13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
  14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of

Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.

17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-55/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

"THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 7 and 15, Reference Plan 61R-10932, to be municipally known as 193 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.

2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City's Community Energy Plan.
4. That applicant shall pay to the City, the City's total cost of reproduction and distribution of the Guelph Residents' Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.

7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot

- in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
  17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
  18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
  19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-56/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 8 and 16, Reference Plan 61R-10932, to be municipally known as 195 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City’s Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary,



- storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
  8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
  9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.

11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsement of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
15. That prior to the endorsement of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the

draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk.”

Carried

Application B-57/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 9 and 17, Reference Plan 61R-10932, to be municipally known as 197 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.

5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to the pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and

- required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
  11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
  12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
  13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
  14. That prior to building or endorsement of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsement of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.

17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-58/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

"THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 10 and 18, Reference Plan 61R-10932, to be municipally known as 199 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.

2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City's Community Energy Plan.
4. That applicant shall pay to the City, the City's total cost of reproduction and distribution of the Guelph Residents' Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.

7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot



- in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
  17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
  18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
  19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-59/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 1 and 4, Reference Plan 61R-20148, to be municipally known as 201 Goodwin Drive, a parcel with a frontage of 9.2 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City’s Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary,

- storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
  8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
  9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.

11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the

draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk.”

Carried

Application B-60/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

“THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 2 and 5, Reference Plan 61R-20148, to be municipally known as 203 Goodwin Drive, a parcel with a frontage of 11 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.
2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City’s Community Energy Plan.
4. That applicant shall pay to the City, the City’s total cost of reproduction and distribution of the Guelph Residents’ Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.

5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.
7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to the pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall

- forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
  10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
  11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
  12. The Owner agrees to make arrangements for the provision of underground hydro servicing to the said lands as well as provisions for any easements and/or rights-of-way for their plants, satisfactory to the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to issuance of any building permit for the new dwellings. The servicing costs would be at the owner's expense.
  13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.
  14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
  15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
  16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.

17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

Application B-61/13

Having had regard to the matters under Section 51(24) of the Planning Act, R.S.O. 1990, Chapter P.13 as amended, and having considered whether a plan of subdivision of the land in accordance with Section 51 of the said Act is necessary for the proper and orderly development of the land,

Moved by C. Downer and seconded by L. McNair,

"THAT in the matter of an application under Section 53(1) of the Planning Act, R.S.O. 1990, c.P13, as amended, consent for severance of Part of Lot 10, Concession 8 and Part of Block 175, Registered Plan 61M-143, being parts 3 and 3, Reference Plan 61R-20148, to be municipally known as 205 Goodwin Drive, a parcel with a frontage of 12.3 metres and a depth of 32 metres, be approved,

subject to the following conditions:

1. That the applicant shall pay to the City cash-in-lieu of parkland dedication in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545 and By-law (2007)-18225, or any successor thereof prior to the issuance of any building permit, at the rate in effect at the time of the issuance of any building permit.



2. That prior to the issuance of a building permit, the applicant agrees to plant a tree in the rear yard of each property for detached dwellings to the satisfaction of the General Manager of Planning Services to compensate for tree removal.
3. Prior to the issuance of building permits, the owner agrees that the new single detached dwelling units will be constructed to an ENERGY STAR standard that promotes energy efficiency standards to comply with the City's Community Energy Plan.
4. That applicant shall pay to the City, the City's total cost of reproduction and distribution of the Guelph Residents' Environmental Handbook, to all future homeowners or households within the project, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City, prior to the issuance of any building permit for the new dwellings.
5. The Owner agrees to pay to the City, as determined applicable by the City's Director of Finance development charges and education development charges to the City for the new dwellings in accordance with By-law Number (2009)-18729, 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 School Board as amended from time to time, or any successor by-laws thereof; prior to issuance of any building permit, at the rate in effect at the time of the issuance of a building permit.
6. The Owner shall pay to the City the estimated cost of constructing sanitary, storm and water service laterals including curb cuts or fills required to accommodate the new dwellings on the said lands, as determined by the General Manager/City Engineer, to be paid, prior to the issuance of any building permit for the new dwellings. The Owner further agrees to pay the actual cost of constructing sanitary, storm and water service laterals including curb cuts and fill required and shall pay the full amount by which the actual cost exceeds the estimated cost within thirty (30) days of receipt of an invoice from the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of sanitary, storm and water service laterals including curb cuts or curb fill required are not completed within three (3) months of the issuance of the building permit for the new dwellings, the City reserves the right to re-estimate the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills and further, in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing sanitary, storm and water service laterals including curb cuts or curb fills required.

7. The owner agrees to construct the new dwellings on the said lands at such an elevation that the lowest level of the new dwellings can be serviced with a gravity connection to the sanitary sewer.
8. The owner shall be responsible for the actual cost of the construction of the new driveway entrances for the new dwellings. The Owner shall pay to the City, the City's estimated cost of the construction of the new driveway entrances, as determined by the General Manager/City Engineer, prior to the issuance of any building permit. Upon completion of accounting, the Owner agrees to pay the full amount by which the actual costs exceeds the estimated cost within thirty (30) days of receipt of an invoice by the City. Similarly, upon completion of accounting, should the estimated cost exceed the actual cost, the City shall refund the difference to the Owner without interest. In the event that the construction of the new driveway entrances and required curb cuts and/or curb fills are not completed within three (3) months of the issuance of the building permit, the City reserves the right to re-estimate the cost of constructing the new driveway entrances and required curb cut and/or curb fills, and further in this event, the Owner shall forthwith forward to the City any increase in cost resulting from the re-estimate of the cost of constructing the new driveway entrances and the required curb cut and/or curb fills.
9. The Owner agrees to submit a grading and drainage plan for the said lands, to be approved by the General Manager/City Engineer, prior to the issuance of any building permit for the new dwellings. The Owner agrees to grade and drain the said lands in accordance with the approved plan.
10. The Owner agrees to pay the flat rate charge established by the City per metre of road frontage to be applied to tree planting for the new dwellings on the said lands, prior to the issuance of a building permit for any new dwelling.
11. The Owner agrees that any domestic wells, septic systems and boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the General Manager/City Engineer, prior to issuance of any building permit for the new dwellings.
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13. The Owner agrees to notify all purchasers that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot

in accordance with a design by a Professional Engineer. Furthermore, the Developer shall ensure that all sump pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard.

14. That prior to building or endorsation of the deed, the applicant makes arrangement for the hydro servicing to the severed parcels, satisfactory to the Engineering Department of Guelph Hydro Electric Systems Inc.
15. That prior to the endorsation of the deeds, the owner shall enter into an agreement with the City, registered on title, agreeing to satisfy the above-noted conditions and to develop the site in accordance with the approved plans.
16. That the documents in triplicate with original signatures to finalize and register the transaction be presented to the Secretary-Treasurer of the Committee of Adjustment along with the administration fee required for endorsement, prior to October 11, 2014.
17. That all required fees and charges in respect of the registration of all documents required in respect of this approval and administration fee be paid, prior to the endorsement of the deed.
18. That the Secretary-Treasurer of the Committee of Adjustment be provided with a written undertaking from the applicant's solicitor, prior to endorsement of the deed, that he/she will provide a copy of the registered deed/instrument as registered in the Land Registry Office within two years of issuance of the consent certificate, or prior to the issuance of a building permit (if applicable), whichever occurs first.
19. That a Reference Plan be prepared, deposited and filed with the Secretary-Treasurer which shall indicate the boundaries of the severed parcel, any easements/rights-of-way and building locations. The submission must also include a digital copy of the draft Reference Plan (version ACAD 2010) which can be forwarded by email ([cofa@guelph.ca](mailto:cofa@guelph.ca)) or supplied on a compact disk."

Carried

A general discussion took place between the Committee members regarding the request for a refund of the application fees and the costs for processing the applications.

Consideration of Refund of the Application Fees for Applications B-52/13 – B-61/13

Moved by L. McNair and seconded by C. Downer,

"THAT an application fee of \$1,225.00 be payable for Applications B-52/13 to B-61/13 resulting in an application fee refund of \$11,025.00"

October 8, 2013 C of A Minutes

Committee member L. McNair moved to adjourn the meeting.

The meeting adjourned at 7:00 p.m.

R. Funnell  
Chair

Minna Bunnett, ACST(A)  
Acting Secretary Treasurer