

**ONTARIO MUNICIPAL BOARD**

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr and Douglas Johnson to the Ontario Municipal Board under subsection 17(24) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from a decision of the City of Guelph to approve Proposed Amendment No. 26 to the Official Plan for the City of Guelph

Municipal File No: OP0301

OMB File No: O050062

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr and Douglas Johnson to the Ontario Municipal Board under subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, against Zoning By-law (2005)-17698 of the City of Guelph

Municipal File: ZC0301

OMB File No: R050073

IN THE MATTER OF an appeal by Dennis Murr, Laura Murr, Douglas Johnson and others to the Ontario Municipal Board under subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from a decision of the City of Guelph to approve a proposed plan of subdivision on lands composed of Part Lot 16-20, Concession 4, Part Lot 16-19, Concession 5, in the City of Guelph

Subdivision No: 23T-03501

OMB File No: S050015

**MINUTES OF SETTLEMENT** dated this fifth day of June, 2006

**BETWEEN:**

**DENNIS MURR, LAURA MURR, DOUGLAS JOHNSON AND THE KORTRIGHT  
HILLS COMMUNITY ASSOCIATION  
("Kortright Appellants")**

- and -

**THE CORPORATION OF THE CITY OF GUELPH (the "City"); PHELAN FARM  
TRUST; FIRST GULF HOLDINGS INC. ("First Gulf"); STRADIOTTO BROTHERS  
HOLDINGS LIMITED ("Stradiotto"); BELMONT EQUITY (HCBP) HOLDINGS LTD.  
("Belmont"); and STANFORD ROBERT SNYDER ("Snyder")(collectively  
"Development Group")**

**WHEREAS** on February 21, 2005, Guelph City Council approved the Draft Plan of Subdivision for the Hanlon Creek Business Park/industrial subdivision on 271.64 hectares (671.21 acres) of land legally described as Part of Lots 16, 17, 18, 19 and 20, Concession 4 and Part of Lot 16, 17, 18 and 19, Concession 5 (former Geographic Township of Puslinch) City of Guelph ("subject lands") subject to certain conditions and

changes outlined in a planning report dated February 21, 2005, attached as Schedule "A" to the City of Guelph Council Decision;

**AND WHEREAS** on March 21, 2005, Guelph City Council also passed City of Guelph Official Plan Amendment OP No. 26 and the amending zoning by-law for the Hanlon Creek Business park/industrial subdivision;

**AND WHEREAS** Dennis Murr, Laura Murr and Douglas Johnson subsequently appealed to the Ontario Municipal Board ("OMB") the decisions of the City to approve the Plan of Subdivision on the subject property, the associated zoning by-law amendment, and the associated official plan amendment pursuant to subsections 51(39), 34 (19) and 17(24), respectively, of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

**AND WHEREAS** the above named appellants, together the Kortright Hills Community Association Inc., are parties to the OMB hearing with respect to the matters recited above;

**AND WHEREAS** all of the above named parties have in good faith reached a settlement on the various issues among them as set out in these minutes of settlement, including all schedules attached hereto, which together form the "Minutes of Settlement";

**AND WHEREAS** the City of Guelph has endorsed these Minutes of Settlement and authorized their execution by Council Resolution dated May 31, 2006

**NOW THEREFORE WITNESSETH THAT** the parties hereby agree upon a full and complete settlement in respect of all aspects of the approval of the applications before the Board in this matter on the following terms and conditions:

1. The parties confirm that the foregoing recitals are true and correct.
2. The parties will jointly request that the Ontario Municipal Board (OMB) issue an a decision with respect to this matter, subject to paragraph 10:
  - ◆ Approving an amendment to the City of Guelph Official Plan for the Hanlon Creek Business Park in the form attached as Schedule A to these Minutes of Settlement;
  - ◆ Approving the amending zoning by-law for the Hanlon Creek Business Park in the form attached as Schedule B to these Minutes of Settlement; and
  - ◆ Granting Draft Plan Approval for the Plan of Subdivision for the Hanlon Creek Business Park in the form attached as Schedule C, with draft plan conditions in the form attached as Schedule D to these minutes of Settlement.

3. The Kortright Appellants agree to advise the OMB that all of their appeals in this matter are resolved provided that the Order and approvals as set out in paragraph 2 above is issued by the OMB.
4. The City of Guelph agrees to adopt the Terms of Reference for the Hanlon Creek Business Park Public Liaison Committee in the form attached as Schedule E to these minutes of settlement.
5. The parties agree that prior to issuance of any building permit within the Hanlon Creek Business Park, any business locating within the park shall be required to prepare and submit a Spill Prevention and Containment Plan (SPCP) with the components as outlined in section 7 of the *Hanlon Creek Business Park City of Guelph Hydrogeological Study Update Report* (November 2004) to the satisfaction of the City and the Ontario Ministry of the Environment. A copy of the SPCP for each business will be filed with the Fire Chief, and kept on file with the fire station and made available to those responding to emergencies at the time of the response, in accordance with Fire Department protocol.
6. The parties agree that the Environmental Implementation Report for the Hanlon Creek Business Park shall confirm that the height of berms to be put in place in Block 35 will be retained within the minimum height of 0.6 m and an average height of 1.0 m and that the wetland slope of all berms will be planted with natural vegetation.
7. The Development Group agrees to initiate immediately temperature and stream flow monitoring of Tributary A between Laird and Road A to provide baseline data for the EIR, and further that at the EIR stage modeling of summer stream temperatures on a continuous-in-time model basis will be carried out to demonstrate that SWM Ponds 4 and 5, as designed, will have no negative effect on potential coldwater habitats in main creek from temperature increases, to the satisfaction of GRCA, considering the following factors: (1) magnitude of temperature difference, (2) duration of discharge, and (3) characteristics of fish species.
8. The Development Group agrees establish post development recharge infiltration rate targets at the EIR stage based on the following: (1) target infiltration rates will be set on a block-by-block basis at the EIR through a block-by-block groundwater infiltration reassessment taking into account the spatial distribution of infiltration with special attention to the effects of depressional topography; and (2) as part of the site plan approval process, developers would need to demonstrate that these target infiltration rates will be met.
9. The City acknowledges that any widening of Downey Road and any construction or expansion of sewers designed to service the HCBP will be required to comply with the class environmental assessment requirements pursuant to the *Environmental Assessment Act*.

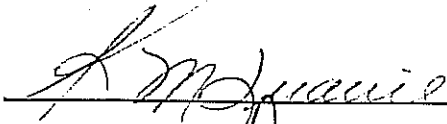

10. The parties hereby acknowledge that the planning documents attached as Schedules B, C, and D to these Minutes of Settlement are subject to changes related to the removal of the hold provisions for cost sharing amongst the Development Group, removal of MTO restrictions on density, modifications to onsite parking requirements, and other minor amendments, which changes affect only those portions of the planning documents which of interest to the Development Group. It is agreed that these final refinements to the planning documents will be addressed at, or prior to, a resumed hearing which is anticipated to occur within six to eight weeks of the signing of these Minutes of Settlement. The appellants shall have the right to review the planning documents in their final form prior to final approval.
11. The parties hereby agree that they will neither, directly nor indirectly, take or support any action of any kind to alter, overturn or in any way challenge the decision by the OMB to grant the order as set out in paragraph 2 above either in the Courts or by any other means.
12. The parties hereby acknowledge that they have taken legal advice and have satisfied themselves that all parties are contractually bound by these Minutes of Settlement and that the provisions of these Minutes of Settlement are immediately enforceable pursuant to the terms of these Minutes of Settlement and all applicable law, should a party be in breach of Minutes of Settlement.
13. Each of the parties hereto agrees not to request a cost award from the OMB against any party arising from these proceedings.
14. These Minutes of Settlement shall be binding and enure to the benefit of the parties hereto, their successors and assigns.
15. These Minutes of Settlement constitutes the entire agreement between the parties as to the matters dealt with herein and supersede all prior negotiation and understandings. Any amendment to these Minutes of Settlement or waiver of any provision of these Minutes of Settlement must be in writing and signed by the parties hereto.
16. Each of the parties to these Minutes of Settlement has been advised to obtain independent legal advice in connection with the matters herein contained. Each party fully understands the intent and purpose of these Minutes of Settlement and their obligations under it.
17. These Minutes of Settlement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

18. These Minutes of Settlement may be executed in several parts of the same form and such parts as so executed shall together form one original of the Minutes of Settlement and such parts shall be read together and construed as if all the signing parties hereto had executed one copy of these Minutes of Settlement. The facsimile versions of signature pages shall constitute good and valid evidence of execution of these minutes in their entirety.

IN WITNESS WHEREOF the parties have executed these Minutes of Settlement.

**THE CORPORATION OF THE CITY OF GUELPH**

Per:

  
\_\_\_\_\_  
  
\_\_\_\_\_

We have authority to bind the corporation

Witness

Witness

**FIRST GULF HOLDINGS INC.**


Per:

\_\_\_\_\_  
I have authority to bind the corporation

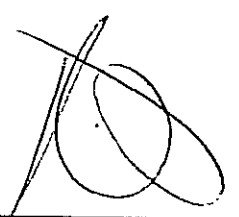
Witness

**PHELAN FARM TRUST**

Per:

  
\_\_\_\_\_  
I have authority to bind the Trust

Witness



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Witness

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Witness

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**FIRST GULF HOLDINGS INC.**

Per:

  
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Witness

  
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**PHELAN FARM TRUST**

Per:

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Witness

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STANFORD R. SNYDER

Witness

\_\_\_\_\_

*B. Hester*

Witness

DENNIS MURR

*DM*

LAURA MURR

*B. Hester*

Witness

*LM*

*[Signature]*

Witness

DOUGLAS JOHNSON

*[Signature]*

KORTRIGHT HILLS COMMUNITY ASSOCIATION INC.

*B. Hester*

Witness

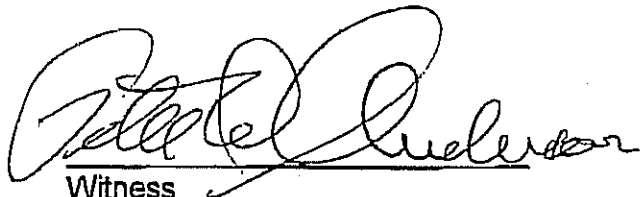
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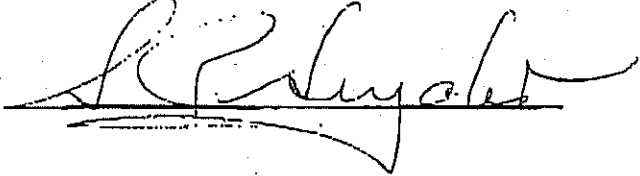
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Witness

**STANFORD R. SNYDER**

  
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**DENNIS MURR**

\_\_\_\_\_  
Witness

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**LAURA MURR**

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Witness

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**DOUGLAS JOHNSON**

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Witness

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**KORTRIGHT HILLS COMMUNITY  
ASSOCIATION INC.**

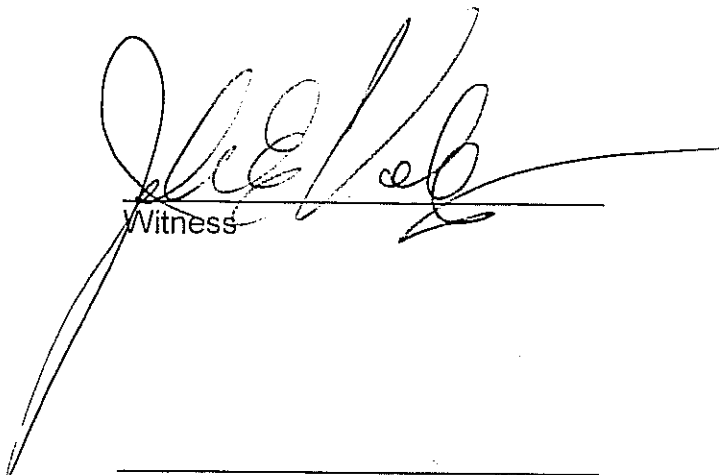
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Witness

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I have authority to bind the corporation



**STRADIOTTO BROTHERS HOLDINGS  
LIMITED**

  
\_\_\_\_\_

Witness

Per:

  
\_\_\_\_\_

I have authority to bind the corporation  
**BELMONT EQUITY (HCBP) HOLDINGS LTD.**

Per:

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I have authority to bind the corporation

Witness

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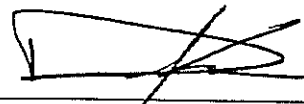
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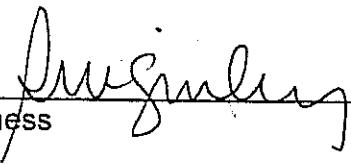
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I have authority to bind the corporation

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Witness

  
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Witness