

Council Chambers  
December 1, 2008 7:00 p.m.

**Council convened in formal session at 7:00 p.m.**

Present: Mayor Farbridge, Councillors Beard, Bell, Billings, Burcher, Farrelly, Findlay, Hofland, Kovach, Laidlaw, Piper, Salisbury and Wettstein

Staff Present: Mr. H. Loewig, Chief Administrative Officer; Mr. J. Riddell, Director of Community Design and Development Services; Ms. M. Plaunt, Manager of Policy Planning & Urban Design; Mr. J. Mairs, Economic Development Project Manager; Mr. S. Hannah, Manager of Development & Parks Planning; Mr. A. Hearne, Senior Development Planner; Mr. C. DeVriendt, Senior Development Planner; Mr. R. Philips, Manager of Transportation Planning & Development Engineering; Ms. T. Agnello, Deputy Clerk; and Ms. D. Black, Assistant Council Committee Co-ordinator

**DECLARATIONS UNDER MUNICIPAL CONFLICT OF INTEREST ACT**

There was no declaration of pecuniary interest.

**PLANNING PUBLIC MEETING**

Mayor Farbridge announced that in accordance with The Planning Act, Council was now in a public meeting for the purpose of informing the public of various planning matters. The Mayor asked if there were any delegations in attendance with respect to planning matters listed on the agenda.

**Southgate Industrial Business Park**

Mr. Allan Hearne, Senior Development Planner advised that the application is to redesignate the south east corner of the lands to recognize the proposed industrial development on Block 1. The subdivision proposal is designed to protect the natural heritage features on the property. It also represents an extension of the existing industrial node from the north comprising the existing Hanlon Creek Business Park on the east side of the Hanlon Expressway and the proposed Business Park located on the west side. The plan will also complete the road connection of Southgate Drive to Maltby Road for

improved traffic circulation. He stated that the proposed zoning is to ensure land use compatibility with surrounding land uses. He advised the uses are similar and the prohibited uses are identical to the Hanlon Creek Business Park application in order to ensure ground water protection. He explained that a couple of issues raised during the public process have been resolved since the writing of the report with respect to conditions 14(g) and 14(i). These items refer to including Block B within the outdoor lighting considerations and ensuring the berm makes optimal use of existing natural resources and incorporating the wetland block.

He also advised that adjoining lands have been added to the plan and the 348 Crawley Road property has been sold and removed from the plans. He stated that all non-developable lands will be dedicated to the City for protection. He explained that there is general support for the development as long as the recharge targets outlined in the conditions of the development are met.

Ms. Astrid Clos, on behalf of the applicant provided the history of the property development and stated that they anticipate development charges to be between 5 and 8 million dollars with annual tax base of between 2 and 4 million dollars. She advised the applicant is committed to supporting the Community Energy Plan and 41% of the land will be designated as Open Space. She referred to correspondence received from Harden Environmental Services on behalf of the Township of Puslinch and stated the applicant has no objections to their request to include the following in the monitoring program:

- Monitoring of the SWM facilities (for roads and private blocks) that confirm the infiltration of stormwater within the required 48 hour period
- Monitoring of surface water crossings beneath Maltby Road to confirm that at two western crossings the flow of water remains from the south to the north and
- Monitoring of the western surface water crossing beneath Maltby Road to confirm that the volume does not increase.

Mr. Mark Cowie, President, Industrial Equities Guelph Corporation stated he has been involved for three years with this land and has worked diligently to bring new employers and businesses to Guelph. He advised they have been successful with bringing development including a lead silver building with the ORC data centre, and his company encourages all those types of low impact development disciplines on the land. He also advised

they have 71 conditions to satisfy including some new ones. He feels they have demonstrated their commitment to the City and the environment.

Mr. Leslie Marlowe, LM Real Estate Consulting wanted to thank staff and residents for the work over the past couple of years to get this development to this point and stated they fully support staff recommendations. He advised they look forward to fulfilling the conditions of the draft plan approval and completing the development.

Mr. Bill Banks, Banks Groundwater, hydro-geologist for this development and the Hanlon Creek Business Park stated his experience includes ongoing groundwater studies and Environmental Implementation Plans to address the conditions in Schedule 2. He advised the three main objectives will include:

- Establishing a groundwater and wetland monitoring program
- Determining the conditions, direction of groundwater flow, relationship between system and surrounding creeks and
- Establishing recharge rates to be maintained at a pre-development range.

He advised that their plans are all in accordance with Ministry of the Environment storm water management regulations and will be undertaken with the clear understanding this is on the Paris Moraine and approach must be carefully and prudently designed.

Mr. Paul Rice requested the scope of the development be modified. He is concerned about preserving the vital natural heritage corridor and emphasized that proper linkages are important. He urged the City to protect Block 1 in order to maintain the integrity of the features and delete it from the proposed industrial designation.

Mr. Charles Cecile expressed appreciation for the woodlot being preserved. He stated there is a need for a natural linkage and connectivity to the larger core land to the east for the woodland to thrive, otherwise the woodland would be surrounded by development and the linkages would be lost and the woodlot would suffer. He urge the City to ensure a linkage of adequate size be included in the draft plan of subdivision. He also requested that the Guelph Field Naturalists be part of any future stewardship of the small woodlot with other groups. He expressed concern about the lack of conformity to the Hanlon Creek Watershed Plan and the impact to wildlife, particularly amphibians.

Staff advised they will consider adding low impact development to condition #14 of Schedule 2 as well as the agreed upon changes with respect to lighting and landscaping. They will review the issues they would like addressed in the EIR. Also consideration will be given whether to include Block 1 in the draft plan approval. Staff will also provide recommendations regarding EIS and Watershed and address the concerns with respect to the linkages of Blocks 8 and 5 and linkages with respect to the Hanlon Creek Watershed. Staff advised they will provide the relevant map and portion of the Hanlon Creek Watershed Study. Council requested staff to review the issue of wildlife traffic collisions on Maltby Road, the Specialized zoning regulation in condition #3 and the request to use all native material in landscaping. Staff were also requested to identify innovative solutions with respect to the storm water management.

1. Moved by Councillor Billings  
Seconded by Councillor Findlay

Mr. J. Riddell

THAT Report 08-105 regarding a Proposed Official Plan Amendment, Draft Plan of Subdivision and associated Zoning By-law Amendment to allow an Industrial Business Park on lands municipally known as 264, 348, 384, 398, 408, 416, 452 Crawley Road and 385 Maltby Road West in the City of Guelph, from Community Design and Development Services dated December 1, 2008, be received;

AND THAT the application by Astrid J. Clos Planning Consultants on behalf of Industrial Equities Guelph Corporation and Evelyn and William Milburn, for approval of an Official Plan Amendment (File OPA Southgate/ 23T-06503/ZC0617) to re-designate Block 1 and surrounding lands from 'Reserve Lands' to the 'Industrial', 'Core Greenlands' and 'Open Space' land use designations, to permit industrial development and the protection of the adjacent wetlands and natural heritage features, on land legally described as Part of Lots 14, and 15, Concession 7, formerly Township of Puslinch, City of Guelph, as described in the Community Design and Development Services Report 08-105 dated December 1, 2008, be placed on the agenda for the December 22, 2008 City Council meeting for a decision;

AND THAT the application by Astrid J. Clos Planning Consultants on behalf of Industrial Equities Guelph Corporation and Evelyn and William Milburn, for approval of a Draft Plan of Subdivision (File OPA Southgate/23T-06503/ZC0617) to permit a Business Park/Industrial Subdivision known as the Southgate Industrial Business

Park, on land legally described as Part of Lots 14, and 15, Concession 7, formerly Township of Puslinch, City of Guelph, as described in the Community Design and Development Services Report 08-105 dated December 1, 2008, be placed on the agenda for the December 22, 2008 City Council meeting for a decision;

AND THAT the application by Astrid J. Clos Planning Consultants on behalf of Industrial Equities Guelph Corporation and Evelyn and William Milburn, for approval of an associated Zoning By-law Amendment (File OPA Southgate/23T-06503/ZC0617) to rezone the lands from the UR (Urban Reserve) Zone, the P.1 (Conservation Land) Zone, the WL (Wetland) Zone and the Specialized Industrial B.2 (H11) Holding Zone, to two new Specialized Industrial B.3 Zones, the WL (Wetland) Zone and the P.1 (Conservation Land) Zone, to permit a Business Park/Industrial Subdivision known as the Southgate Industrial Business Park on land legally described as Part of Lots 14, and 15, Concession 7, formerly Township of Puslinch, City of Guelph, as described in the Community Design and Development Services Report 08-105 dated December 1, 2008, be placed on the agenda for the December 22, 2008 City Council meeting for a decision."

VOTING IN FAVOUR: Councillors Beard, Bell, Billings, Burcher, Farrelly, Findlay, Hofland, Kovach, Laidlaw, Piper, Salisbury, Wettstein and Mayor Farbridge (13)

VOTING AGAINST: (0)

Carried

**CONSENT AGENDA**

2. Moved by Councillor Kovach  
Seconded by Councillor Billings

Mr. J. Riddell

THAT the December 1, 2008 Consent Agenda as identified below, be adopted:

**98 Cityview Drive – Proposed Draft Plan of Subdivision and Associated Zoning By-law Amendment (23T-08501/ZC0801) WARD 1**

2014707 Ontario Inc.  
Mr. J. Riddell  
Mr. D. McCaughan  
Ms. L.E. Payne  
Ms. M. Neubauer

i) THAT Report 08-112 regarding a Proposed Draft Plan of Residential Subdivision and associated Zoning By-law Amendment applying to property municipally known as 98 Cityview Drive, City of Guelph, from Community Design and Development Services dated December 1, 2008, be received;

AND THAT the application by 2014707 Ontario Inc. for a Proposed Draft Plan of Residential Subdivision applying to property municipally known as 98 Cityview Drive, and legally described as Lot 26, Registered Plan 53, Division C, City of Guelph, be approved, subject to the conditions outlined in Schedule 2 of Community Design and Development Services Report 08-112 dated December 1, 2008, attached hereto as Schedule 1;

AND THAT the application by 2014707 Ontario Inc. for a Zoning Bylaw Amendment from the UR (Urban Reserve) Zone to the R.1C (Single-Detached Residential) Zone, the R.1D (Single-Detached Residential) Zone, the R.2 (Residential Semi-Detached/Duplex) Zone, and the P.2 (Neighbourhood Park) Zone affecting the property municipally known as 98 Cityview Drive, and legally described as Lot 26, Registered Plan 53, Division C, City of Guelph, be approved in the form outlined in Schedule 2 of Community Design and Development Services Report 08-112 dated December 1, 2008, attached hereto as Schedule 1.

**Cityview Heights Subdivision: Proposed Redline Amendment to Draft Plan of Subdivision 23T-01506 and Associated Zoning By-law Amendment (ZC0806) – WARD 1**

2014707 Ontario Inc.  
Mr. J. Riddell  
Mr. D. McCaughan  
Ms. L.E. Payne  
Ms. M. Neubauer

ii) THAT Report 08-111 regarding a Proposed Redline Amendment to Draft Plan of Residential Subdivision 23T-01506 and associated Zoning By-law Amendment for the property municipally known as 333 Grange Road and 134 Cityview Drive, City of Guelph, from Community Design and Development Services dated December 1, 2008, be received;

AND THAT the application by 2014707 Ontario Inc. for a Redline Amendment to Residential Draft Plan of Subdivision 23T-01506 on lands municipally known as 333 Grange Road and 134 Cityview Drive, City of Guelph and legally described as Part of Lot 14, and all of Lot 23, Registered Plan 53, City of Guelph, be approved, subject to the conditions outlined in Schedule 2 of Community Design and Development Services Report 08-111 dated December 1, 2008, attached hereto as Schedule 2;

AND THAT the application by 2014707 Ontario Inc. for a Zoning Bylaw Amendment from the UR (Urban Reserve) Zone to the R.2-6 (Specialized Detached/Semi-Detached Residential) Zone and from the R.2-6 (Specialized Detached/Semi-Detached Residential) Zone to the UR (Urban Reserve) Zone affecting the property municipally known as known as 333 Grange Road and 134 Cityview

Drive, City of Guelph and legally described as Part of Lot 14, and all of Lot 23, Registered Plan 53, City of Guelph, be approved in the form outlined in Schedule 2 of Community Design and Development Services Report 08-111 dated December 1, 2008, attached hereto as Schedule 2.

VOTING IN FAVOUR: Councillors Beard, Bell, Billings, Burcher, Farrelly, Findlay, Hofland, Kovach, Laidlaw, Piper, Salisbury, Wettstein and Mayor Farbridge (13)

VOTING AGAINST: (0)

Carried

**ADJOURNMENT**

The meeting adjourned at 8:20 o'clock p.m.

Minutes read and confirmed December 22, 2008.

.....  
Mayor

.....  
Deputy Clerk

## SCHEDULE 2

### Regulations and Conditions

#### PART A

"THAT the application by 2014707 Ontario Inc. for a Proposed Draft Plan of Residential Subdivision and associated Zoning By-law Amendment (23T08501/ZC0801) on lands municipally known as 98 Cityview Drive, and legally described as Lot 26, Registered Plan 53, Division C, City of Guelph, **be approved**, subject to the following conditions:

#### CITY CONDITIONS

1. That this approval applies only to the revised draft plan of subdivision prepared by 2014707 Ontario Inc., dated April 24, 2008, subject to the revisions shown on **Schedule 4** of the planning report dated December 1, 2008, which includes:
  - a) a 0.1715 hectare expansion of Park Block 40 to occupy the lands shown as Lots 21 to 23 within the applicant's proposed plan shown on **Schedule 4**; and
  - b) the resulting development of a total of 39 residential units, including road widenings and reserves.

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

2. The Developer shall complete a **tree inventory and conservation plan**, satisfactory to the City Engineer in accordance with City of Guelph Bylaw (1986)-12229 prior to any grading, tree removal or construction on the site.
3. The Developer shall obtain a **Site Alteration Permit** in accordance with City of Guelph Bylaw (2007)-18420 to the satisfaction of the City Engineer.
4. The developer shall prepare and implement a **construction traffic access and control plan** for all phases of servicing and building construction to the satisfaction of the City Engineer. Any costs related to the implementation of such a plan shall be borne by the Developer.
5. The Developer agrees that no work, including, but not limited to **tree removal, grading or construction**, will occur on the lands until such time as the Developer has obtained written permission from the City Engineer or has entered into a Subdivision Agreement with the City.
6. The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Engineer.
7. The Developer shall prepare a **site drainage and grading plan**, for the entire subdivision, satisfactory to the City Engineer. Such a plan will be used as the basis for a detailed lot grading plan to be submitted prior to the issuance of any building permit within the subdivision.



8. The Developer shall construct, install and maintain **erosion and sediment control** facilities, satisfactory to the City Engineer, in accordance with a plan that has been submitted to and approved by the City Engineer.
9. The Developer shall provide a qualified **Environmental Inspector**, satisfactory to the City Engineer, to inspect the site during all phases of development and construction including grading, servicing and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures, and compliance with the approved plan. The environmental inspector shall report on their findings to the City on a monthly or more frequent basis.
10. The Developer shall submit a detailed **Stormwater Management Report and Plans** to the satisfaction of the City Engineer which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report for the applicable watershed. Maintenance and operational requirements for any control and/or conveyance facilities must be described.
11. The Developer shall submit a **Geotechnical Report** to the satisfaction of the City Engineer with describes the potential impacts of groundwater and provides recommendations for pavement design and pipe bedding.
12. The Developer shall ensure that any **domestic wells located within the lands be properly decommissioned** in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the City Engineer. Any **boreholes** drilled for hydrogeological or geotechnical investigations must also be properly abandoned.
13. The Developer shall ensure that the height of any proposed retaining wall that abuts existing residential property does not exceed 1.2 metres.
14. That the developer shall **stabilize all disturbed soil** within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the subdivision agreement on the block/lot so disturbed.

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

15. That any dead ends and open sides of road allowances created by the draft plan be terminated in **0.3 metre reserves**, which shall be conveyed to the City at the expense of the Developer.
16. That with the exception of any share determined by the City to be the City's share in accordance with its by-laws and policies, the Developer is responsible for the total **cost of the design and construction of all services** within and external to the subdivision that are required by the City to service the lands within the plan of subdivision, including such works as sanitary facilities, storm facilities, water facilities, walkways and road works including sidewalks, boulevards and curbs, reconstruction of Cityview Drive to an urban standard, storm sewer on Cedarvale Avenue and construction of the sidewalk and boulevard on the west side of Cedarvale Avenue, with the distance, size and alignment of such services to be

determined by the City. This also includes the Developer paying a share of the cost of the existing downstream stormwater management system as determined by the City.

17. Should this development proceed before Draft Plan 23T01506 development to the west, the Developer shall construct **temporary turning circles** at the westerly end of both Street A and Street B.
18. The Developer shall pay the cost of supplying and erecting **street name and traffic control signs** in the subdivision, to the satisfaction of the City.
19. The Developer shall pay to the City the flat rate charge established by the City per metre of road frontage to be applied to **street tree planting** within the proposed subdivision.
20. The Developer shall pay to the City the cost of installing **bus stop pads** at locations to be determined by Guelph Transit.
21. The Developer shall provide an **on-street parking plan** for the subdivision to the satisfaction of the City Engineer.
22. Developer shall pay the cost of the installation of one Second Order, **Geodetic Benchmark** within the proposed subdivision to the satisfaction of City Engineer.
23. The Developer shall phase the subdivision to the satisfaction of the City of Guelph. Such **phasing** shall conform with the current Development Priorities Plan.
24. The Developer shall dedicate Block 40 for park purposes in accordance with the provisions of City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545, or any successor thereof at the expense of the Developer. The City acknowledges that the location and configuration of these lands on the plan of subdivision represents a parkland over-dedication of 0.15 hectares to the 5% parkland dedication requirement of Draft Plan of Subdivision 23T08501. The value of this over-dedication of parkland is to be paid by the City to the Owner.
25. The Developer shall be responsible for the cost of design and development of the "**Basic Park Development**" as per the City of Guelph current "Specifications for Parkland Development", which includes clearing, grubbing, topsoiling, grading and sodding for any phase containing a Park block to the satisfaction of the Director of Community Design and Development Services. The developer shall provide the City with cash or letter of credit to cover the City's estimate for the cost of the "Basic Parkland" improvements and works for the Park Block to the satisfaction of the Director of Community Design and Development Services.
26. The Developer shall be responsible for the cost of design and development of the **demarcation** of all lands conveyed to the City in accordance with the City of Guelph Property Demarcation Policy. This shall include submitting drawings completed by a registered Ontario Association of Landscape Architect (OALA) member for approval and to the satisfaction of the Director of Community Design and Development Services. The developer shall provide the City with **cash or letter of credit** to cover the City's estimate for the cost of the "Property Demarcation" improvements and works for the City lands to the satisfaction of the Director of Community Design and Development Services.

27. The Developer shall provide Community Design and Development Services with a **digital file** of the plan of subdivision in either AutoCad – DWG format or DXF Format containing the following information: parcel fabric, street network, grades/contours and existing vegetation to be retained in the park.
28. The Developer shall install a 1.8 metre high board fence along any lot or block abutting the existing Bradson Drive properties to the satisfaction of the Director of Community Design and Development Services.

**Conditions to be met prior to registration**

29. The Developer shall obtain approval of the City with respect to the availability of **adequate water supply and sewage treatment capacity** being available, prior to the registration of the plan, or any part thereof.
30. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a qualified consultant to prepare a **Phase 1 Environmental Site Assessment** (and any other subsequent phases required), to assess any real property to be conveyed to the City to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the registration of the plan, the consultant shall certify that all properties to be conveyed to the City are free of contamination.
31. Prior to the City accepting any real property interests, the Developer shall:
  - a. submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the land to be conveyed to the City and the proposed remedial action plan to the satisfaction of the Manager of Realty Services;
  - b. complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be conveyed to the City meet the Site Condition Standards of the intended land use; and
  - c. file a Record of Site Condition (RSC) on the Provincial Environmental Registry for lands to be conveyed to the City.
32. That the Developer enters into a **Subdivision Agreement**, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
33. That the **road allowances** included in the draft plan be shown and dedicated at the expense of the Developer as public highways and that prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria - July 23, 1993" with the exception of the road widths which shall comply with the widths shown on the approved draft plan of subdivision.
34. That all **easements and rights-of-way** required within or adjacent to the proposed subdivision be conveyed clear of encumbrance to the satisfaction of the City of Guelph,

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

35. The Developer shall pay any **outstanding debts** owed to the City.
36. The Developer shall pay **development charges** to the City in accordance with the City's Development Charges By-law, as amended from time to time, or any successor thereof and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board as amended from time to time, or any successor by-laws thereto.
37. The Developer shall **erect and maintain signs** at specified entrances to the subdivision showing the proposed land uses and zoning of all lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the zoning of all lands abutting the subdivision, inquiries should be directed to Community Design and Development Services, City Hall". Further, the signs shall be resistant to weathering and vandalism.
38. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title:
  - "Purchasers and/or tenants of all lots are advised that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a 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."
  - "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developers for the planting of trees on City boulevards in front of residential units does not obligate the City nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling."
  - Purchasers and/or tenants of all lots or units located in the subdivision plan are advised that a transit route may be installed on Cityview Drive and/or Cedarvale Avenue at the discretion of the City. The location of such route and bus stops will be determined based on the policies and requirements of the City. Such bus stops may be located anywhere along the route, including street frontages."
  - "Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris, drainage and construction traffic."
  - "Purchasers and/or tenants of all lots or units are advised that the boundaries of the park block will be demarcated in accordance with the City of Guelph Property Demarcation Policy."
39. The Developer shall ensure that **street lighting and underground wiring** shall be provided throughout the subdivision at the Developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro Electric Systems Inc.

40. The Developer shall pay to the City, the total cost of reproduction and distribution of the **Guelph Residents Environmental Handbook**, to all future residents within the plan, with such payment based on a cost of one handbook per residential dwelling unit as determined by the City.
41. That **site plans for all corner building lots**; as determined by the City Engineer, shall be submitted to the City Engineer for approval of driveway location.
42. The Developer agrees to eliminate the use of any covenants that would restrict the use of **clotheslines** and that prior to the registration of all or any portion of the plan, the Developer's lawyer shall certify to the Director of Community Design and Development Services that there are no restrictive covenants which restrict the use of clotheslines.
43. Lots 38 and 39 are not to be developed until they are adjoined with the abutting parcels in Draft Plan 23T-01506 to the satisfaction of the City.

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

44. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official **certifying all fill** placed below proposed building locations has adequate structural capacity to support the proposed building. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
45. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of **soil gases** (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
46. Prior to the issuance of a building permit, all **Stage 1 Services** are to be constructed to the satisfaction of the City Engineer.
47. Prior to the issuance of a building permit, the Developer shall provide the City with written confirmation from the Engineering Department of **Guelph Hydro** that the subdivision hydro servicing has been completed to the satisfaction of Guelph Hydro.
48. Prior to registration of the plan, the Developer shall provide the City with written confirmation that the dwelling units on the subject site will be constructed to a standard that implements **energy efficiency** in order to support the Community Energy Plan, to the satisfaction of the City. The owner shall provide a letter of undertaking on the energy efficiency standards to be implemented for the dwelling units, which include an Energy Star standard and/or other recognized equivalent programs, including LEED for Homes, Ener and R-2000, and include verification through third party certification. These requirements shall be included in the subdivision agreement.

**AGENCY CONDITIONS:**

49. The Developer shall ensure that all **telephone service and cable TV service** in the plan shall be underground. The Developer shall enter into a servicing agreement with the appropriate service providers to provide for the installation of underground utility services for the Lands.
50. The Developer and the **Wellington Catholic School Board** shall reach an agreement regarding the supply and erection of signage, at the developer's expense, affixed to the subdivision sign advising potential Separate School supporters of the location of schools serving the area and the current practice of busing students outside the immediate area should schools in the area be at capacity.
51. The Developer agrees to provide the **Upper Grand District School Board** with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.
52. The Developer agrees in the subdivision agreement to **advise all purchasers** of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
  - "Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside the area, and further, that students may in future have to be transferred to another school.
53. The Developer and the **Upper Grand District School Board** shall reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to Upper Grand District School Board specifications) affixed to the permanent development sign advising perspective residents that students may be directed to schools outside the neighbourhood.
54. The Developer shall satisfy all requirements and conditions of **Canada Post** including advisories and suitable mailbox locations. The developer shall ensure that the eventual lot/home owner is advised in writing by the developer/subdivider/builder that Canada Post has selected the municipal easement to their lot for a Community Mail Box installation and the developer shall be responsible for the installation of concrete pads in accordance with the requirements of Canada Post, in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes. The concrete pads are to be poured at the time of curb installation within each phase of the subdivision.
55. That this **Draft Plan Approval shall lapse** at the expiration of 3 years from the date of issuance of the extension of Draft Plan approval.
56. That prior to the registration of all or any portion of the plan, the **Wellington Catholic District School Board** shall advise the City in writing how condition 50 has been satisfied.
57. That prior to the registration of all or any portion of the plan, **Upper Grand District School Board** shall advise the City in writing how conditions 51, 52 and 53 have been satisfied.

58. That prior to the registration of all or any portion of the plan, **Guelph Hydro Electric Systems Inc**, shall advise the City in writing how conditions 39 and 47 have been satisfied.
59. That prior to the registration of all or any portion of the plan, **Canada Post** shall advise the City in writing how condition 54 has been satisfied.

## SCHEDULE 2

### REGULATIONS AND CONDITIONS

#### PART A

"THAT the application by 2014707 Ontario Inc. for a Proposed Redline Amendment to Draft Plan of Residential Subdivision 23T01506 and associated Zoning By-law Amendment (ZC0806) on lands municipally known as 333 Grange Road and 134 Cityview Drive, and legally described as Part of Lot 14, and all of Lot 23, Registered Plan 53, City of Guelph, **be approved**, subject to the following conditions:

#### CITY CONDITIONS

1. That this approval applies only to the revised draft plan of subdivision prepared by 2014707 Ontario Inc., dated September 18, 2008, to include the development of 74 residential units, as shown on **Schedule 5**, including road widenings and reserves.

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

2. The Developer shall complete a **tree inventory and conservation plan**, satisfactory to the City Engineer in accordance with City of Guelph Bylaw (1986)-12229 prior to any grading, tree removal or construction on the site.
3. The Developer shall obtain a **Site Alteration Permit** in accordance with City of Guelph By-law (2007)-18420 to the satisfaction of the City Engineer.
4. The developer shall prepare and implement a **construction traffic access and control plan** for all phases of servicing and building construction to the satisfaction of the City Engineer. Any costs related to the implementation of such a plan shall be borne by the Developer.
5. The Developer agrees that no work, including, but not limited to **tree removal, grading or construction**, will occur on the lands until such time as the Developer has obtained written permission from the City Engineer or has entered into a Subdivision Agreement with the City.
6. The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Engineer.
7. The Developer shall prepare a **site drainage and grading plan**, for the entire subdivision, satisfactory to the City Engineer. Such a plan will be used as the basis for a detailed lot grading plan to be submitted prior to the issuance of any building permit within the subdivision.
8. The Developer shall construct, install and maintain **erosion and sediment control** facilities, satisfactory to the City Engineer, in accordance with a plan that has been submitted to and approved by the City Engineer.



9. The Developer shall provide a qualified **Environmental Inspector**, satisfactory to the City Engineer, to inspect the site during all phases of development and construction including grading, servicing and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures, and compliance with the approved plan. The environmental inspector shall report on his or her findings to the City on a monthly or more frequent basis.
10. The Developer shall submit a detailed **Stormwater Management Report and Plans** to the satisfaction of the City Engineer which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report for the applicable watershed. Maintenance and operational requirements for any control and/or conveyance facilities must be described.
11. The Developer shall ensure that any **domestic wells located within the lands be properly decommissioned** in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the City Engineer. Any **boreholes** drilled for hydrogeological or geotechnical investigations must also be properly abandoned.
12. The Developer shall ensure that the height of any proposed retaining wall that abuts existing residential property does not exceed 1.2 metres, with the exception of the height of the wall abutting the DiCicco property at 327 Grange Road.
13. That the developer shall **stabilize all disturbed soil** within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the subdivision agreement on the block/lot so disturbed.

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

14. That any dead ends and open sides of road allowances created by the draft plan be terminated in **0.3 metre reserves**, which shall be conveyed to the City at the expense of the Developer.
15. That with the exception of any share determined by the City to be the City's share in accordance with its by-laws and policies, the Developer is responsible for the total **cost of the design and construction of all services** within and external to the subdivision that are required by the City to service the lands within the plan of subdivision, including such works as sanitary facilities, storm facilities, water facilities, walkways and road works including sidewalks, boulevards and curbs, reconstruction of Cityview Drive to an urban standard, storm sewer on Cedarvale Avenue, with the distance, size and alignment of such services to be determined by the City. This also includes the Developer paying a share of the cost of the existing downstream stormwater management system as determined by the City and a share of the cost of the reconstruction of Grange Road.
16. Should this development proceed before Draft Plan 23T-08501 to the east at 98 Cityview Drive, the Developer shall **construct Street A and Street B** that are external to the plan to the satisfaction of the City. Street A and Street B are to be shown as separate blocks, conveyed to the City, and dedicated as right-of-way at the expense of the Developer and to the satisfaction of the City, prior to registration of the plan.

17. The Developer shall submit a **Geotechnical Report** to the satisfaction of the City Engineer which describes the potential impacts of groundwater and provides recommendations for pavement design and pipe bedding.
18. The Developer shall submit a **Traffic Impact Study** to the satisfaction of the City Engineer addressing vehicular and pedestrian site access, the potential impact of the development on the existing road network, traffic signage, the design of bikeways and traffic calming measures.
19. The Developer shall pay the cost of supplying and erecting **street name and traffic control signs** in the subdivision, to the satisfaction of the City.
20. The Developer shall pay to the City the flat rate charge established by the City per metre of road frontage to be applied to **street tree planting** within the proposed subdivision.
21. The Developer shall pay to the City the cost of installing **bus stop pads** at locations to be determined by Guelph Transit.
22. The Developer shall provide an **on-street parking plan** for the subdivision to the satisfaction of the City Engineer.
23. The Developer shall pay the cost of the installation of one Second Order, **Geodetic Benchmark** within the proposed subdivision to the satisfaction of City Engineer.
24. The Developer shall phase the subdivision to the satisfaction of the City of Guelph. Such **phasing** shall conform with the current Development Priorities Plan.
25. The Developer shall provide Community Design and Development Services with a **digital file** of the plan of subdivision in either AutoCad – DWG format or DXF format containing the following information: parcel fabric, street network, grades/contours and existing vegetation to be retained.
26. The Developer shall **demarcate the boundary of the Walkway Block** in accordance with the City of Guelph Property Demarcation Policy, to the satisfaction of the Director of Community Design and Development Services.
27. The Developer shall install a **1.8 metre high board fence** along any lot or block abutting the existing Bradson Drive properties to the satisfaction of the Director of Community Design and Development Services.

**Conditions to be met prior to registration**

28. The Developer shall obtain approval of the City with respect to the availability of **adequate water supply and sewage treatment capacity** being available, prior to the registration of the plan, or any part thereof.
29. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a qualified consultant to prepare a **Phase 1 Environmental Site Assessment** (and any other subsequent phases required), to assess any real property to be conveyed to the City to ensure that such

property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the registration of the plan, the consultant shall certify that all properties to be conveyed to the City are free of contamination.

30. Prior to the City accepting any real property interests, the Developer shall:
- a. submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the land to be conveyed to the City and the proposed remedial action plan to the satisfaction of the Manger of Reality Services;
  - b. complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be conveyed to the City meet the Site Condition Standards of the intended land use; and
  - c. file a Record of Site Condition (RSC) on the Provincial Environmental Registry for lands to be conveyed to the City.
31. That the Developer enters into a **Subdivision Agreement**, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
32. That the **road allowances** included in the draft plan be shown and dedicated at the expense of the Developer as public highways and that prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria - July 23, 1993" with the exception of the road widths which shall comply with the widths shown on the approved draft plan of subdivision.
33. That all **easements and rights-of-way** required within or adjacent to the proposed subdivision be conveyed clear of encumbrance to the satisfaction of the City of Guelph, Guelph Hydro Electric Systems Inc and other Guelph utilities. Every Transfer Easement shall be accompanied by a Postponement, satisfactory to the City Solicitor, for any mortgage, charge or lease and such Postponement shall be registered on title by the City at the expense of the Developer.
34. The Developer shall pay any **outstanding debts** owed to the City.
35. The Developer shall pay **development charges** to the City in accordance with the City's Development Charges By-law, as amended from time to time, or any successor thereof and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board as amended from time to time, or any successor by-laws thereto.
36. The Developer shall **erect and maintain signs** at specified entrances to the subdivision showing the proposed land uses and zoning of all lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the zoning of all lands abutting the subdivision, inquiries should be directed to Community Design and Development Services, City Hall". Further, the signs shall be resistant to weathering and vandalism.

37. The Developer shall place the following **notifications** in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title:
- "Purchasers and/or tenants of all lots are advised that **sewer 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 sewer pumps are discharged to the rear yard and the Developer shall notify all purchasers that the discharge shall be to the rear yard."
  - "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developers for the planting of trees on City boulevards in front of residential units does not obligate the City nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling."
  - Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised that a transit route may be installed on Cityview Drive and/or Cedarvale Avenue at the discretion of the City. The location of such route and bus stops will be determined based on the policies and requirements of the City. Such bus stops may be located anywhere along the route, including street frontages.'
  - "Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris, drainage and construction traffic."
  - "Purchasers and/or tenants of all lots or units are advised that the boundaries of the walkway block will be demarcated in accordance with the City of Guelph Property Demarcation Policy.'
38. The Developer shall ensure that **street lighting and underground wiring** shall be provided throughout the subdivision at the Developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro Electric Systems Inc.
39. The Developer shall pay to the City, the total cost of reproduction and distribution of the **Guelph Residents Environmental Handbook**, to all future residents within the plan, with such payment based on a cost of one handbook per residential dwelling unit as determined by the City.
40. That **site plans for all corner building lots**, as determined by the City Engineer, shall be submitted to the City Engineer for approval of driveway location.
41. The Developer agrees to eliminate the use of any covenants that would restrict the use of **clotheslines** and that prior to the registration of all or any portion of the plan, the Developer's lawyer shall certify to the Director of Community Design and Development Services that there are no restrictive covenants which restrict the use of clotheslines.
42. Blocks 6, 7, 8, 9, 10 and 11 as shown on the Plan are not to be developed until they are adjoined with the abutting parcels to the satisfaction of the City.
43. The Developer shall be responsible for paying cash-in-lieu of parkland for the entire development, in accordance with the City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545, or any successor therof.

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

44. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official **certifying all fill** placed below proposed building locations has adequate structural capacity to support the proposed building. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
45. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of **soil gases** (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
46. All **Stage 1 Services** are to be constructed to the satisfaction of the City Engineer.
47. The Developer shall provide the City with written confirmation from the Engineering Department of **Guelph Hydro** that the subdivision hydro servicing has been completed to the satisfaction of Guelph Hydro.
48. Prior to registration of the plan, the Developer shall provide the City with written confirmation that the dwelling units on the subject site will be constructed to a standard that implements **energy efficiency** in order to support the Community Energy Plan, to the satisfaction of the City. The owner shall provide a letter of undertaking on the energy efficiency standards to be implemented for the dwelling units, which include an Energy Star standard and/or other recognized equivalent programs, including LEED for Homes and R-2000, and include verification through third party certification. These requirements shall be included in the subdivision agreement.

**AGENCY CONDITIONS:**

49. The Developer shall ensure that all **telephone service and cable TV service** in the plan shall be underground. The Developer shall enter into a servicing agreement with the appropriate service providers to provide for the installation of underground utility services for the Lands.
50. The Developer and the **Wellington Catholic School Board** shall reach an agreement regarding the supply and erection of signage, at the developer's expense, affixed to the subdivision sign advising potential Separate School supporters of the location of schools serving the area and the current practice of busing students outside the immediate area should schools in the area be at capacity.
51. The Developer agrees to provide the **Upper Grand District School Board** with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.

52. The Developer agrees in the subdivision agreement to **advise all purchasers** of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
- "Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside the area, and further, that students may in future have to be transferred to another school.
53. The Developer and the **Upper Grand District School Board** shall reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to Upper Grand District School Board specifications) affixed to the permanent development sign advising perspective residents that students may be directed to schools outside the neighbourhood.
54. The Developer shall satisfy all requirements and conditions of **Canada Post** including advisories and suitable mailbox locations. The developer shall ensure that the eventual lot/home owner is advised in writing by the developer/subdivider/builder that Canada Post has selected the municipal easement to their lot for a Community Mail Box installation and the developer shall be responsible for the installation of concrete pads in accordance with the requirements of Canada Post, in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes. The concrete pads are to be poured at the time of curb installation within each phase of the subdivision.
55. That this **Draft Plan Approval shall lapse** at the expiration of 3 years from the date of issuance of the extension of Draft Plan approval.
56. That prior to the registration of all or any portion of the plan, the **Wellington Catholic District School Board** shall advise the City in writing how condition 50 has been satisfied.
57. That prior to the registration of all or any portion of the plan, **Upper Grand District School Board** shall advise the City in writing how conditions 51, 52 and 53 have been satisfied.
58. That prior to the registration of all or any portion of the plan, **Guelph Hydro Electric Systems Inc**, shall advise the City in writing how conditions 38 and 47 have been satisfied.
59. That prior to the registration of all or any portion of the plan, **Canada Post** shall advise the City in writing how condition 54 has been satisfied.