



**Minutes of Guelph City Council  
Held in the Council Chambers Room, Guelph City Hall on  
Monday, December 2, 2013 at 5:30 p.m.**

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**Attendance**

Council: Mayor Farbridge  
Councillor Bell  
Councillor Burcher  
Councillor Dennis  
Councillor Findlay  
Councillor Furfaro  
Councillor Guthrie  
Councillor Hofland  
Councillor Laidlaw  
Councillor Piper  
Councillor Van Hellemond (*arrived at 6:05 p.m.*)  
Councillor Wettstein

Absent: Councillor Kovach

Staff: Ms. A. Pappert, Chief Administrative Officer  
Dr. J. Laird, Executive Director of Planning & Building, Engineering and Environment  
Ms. S. Smith, Associate City Solicitor  
Mr. T. Salter, General Manager, Planning Services  
Ms. M. Aldunate, Manager of Policy Planning and Urban Design  
Ms. S. Kirkwood, Manager of Development Planning  
Ms. T. Agnello, Deputy Clerk  
Ms. D. Black, Council Committee Coordinator

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

Mayor Farbridge called the meeting to order.

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

1. Moved by Councillor Guthrie  
Seconded by Councillor Findlay

That the Council of the City of Guelph now hold a meeting that is closed to the public, pursuant to Section 239 (2) (a) (b), (e) and (f) of the *Municipal Act* with respect to security of the property; personal matters about an identifiable individual; litigation or potential litigation and advice that is subject to solicitor-client privilege.

CARRIED

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

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

There were no disclosures.

Item C.2013.40 "Personal Matters About an Identifiable Individual" was withdrawn from the agenda.

The following matters were considered:

## **C.2013.39 CAO Objectives – 2013 Performance**

### **Rise from Closed Meeting (6:40 p.m.)**

*Council recessed.*

### **Open Meeting (7:00 p.m.)**

Mayor Farbridge called the meeting to order.

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

Councillor Hofland disclosed a pecuniary interest regarding CON-2013.36 - 35 & 40 Silvercreek Parkway South – Proposed Official Plan and Zoning By-law Amendments (Files: OP1201/ZC1204) – Wards 3 & 4 because she resides in the neighbourhood and did not discuss or vote on the matter.

### **Presentations**

Mr. Todd Salter, General Manager, Planning Services, introduced the Planning Excellence Award from the Ontario Professional Planning Institute (OPPI) for the Guelph Downtown Secondary Plan.

Dr. Wayne Caldwell, Past President of OPPI and Director, School of Environmental Design and Rural Development, University of Guelph presented the Mayor with the award.

### **Consent Agenda**

The following items were extracted:

- CON-2013.36      35 & 40 Silvercreek Parkway South – Proposed Official Plan and Zoning By-law Amendments (Files: OP1201/ZC1204) – Wards 3 & 4**  
**CON-2013.37      Proposed Demolition of 103 Dawn Avenue – Ward 6**

Mayor Farbridge announced that in accordance with The Planning Act, Council is now in a public meeting for the purpose of informing the public of various planning matters.

### **Proposed Draft Plan Amendment 54: Guelph Innovation District Secondary Plan**

Ms. Joan Jylanne, Senior Policy Planner, outlined the history of the Guelph Innovation District Secondary Plan (GID), its integration with other City policies, the process, vision and principles. She noted staff responses to comments previously received from the public and provincial government. Ms. Jylanne explained how the block planning will provide continuity and control of the overall development plans.

Discussion ensued regarding density, park spaces, service hookups, transportation, protection of heritage and cultural resources, and view corridors.

Mr. Eduardo Garay, on behalf of Yorklands Green Hub, advised they are proposing re-purposing a portion of the Guelph Correctional Center to establish a research and educational hub focusing on sustainable local food collection, wise water use and water protection using

available technologies. He advised they have a petition of over 600 signatures and numerous organizations supporting their initiatives.

Ms. Grist advised they could utilize the “undevelopable” lands to provide an education, demonstration and research facility by developing workshops, explore solar energy, geothermal energy, and possibly conduct small urban farming, including providing allotments to the public. They support the GID but are concerned that the land east of the Eramosa River has too much Institutional and Industrial designations. She advised they have approached Infrastructure Ontario and received a favourable response and would be pleased to partner and collaborate with others on the heritage site. She suggested that staff to meet with their organization and allow them input.

Mr. Mario Venditti, representing two property owners in the proposed GID, requested the removal of the Employment Mixed Use proposed designation and removal of the Residential Land Use designation from 728 Victoria Road South in order to allow for higher density residential development for a high rise development limited to ten stories and to permit Residential Town Houses at 555 Stone Road East.

Dr. Hugh Whiteley addressed the importance of the Eramosa River Valley natural heritage system. He advised that maintaining the 30 meter setback from the top of slope along the full length of the river corridor and minimizing the crossings of the river between Stone Road and Victoria Road is essential to protect the natural heritage system.

Ms. Barbara Mann, expressed concern about using prime agricultural land for development instead of brownfield properties. She advised that staff should consider a submission by the public at an open house regarding green technologies, work/live scenarios, and preservation of the agricultural land and innovative building use.

Discussion ensued regarding the Hiking Trail Club issues, achieving higher densities, reviewing the 30m setbacks, exploring the Yorklands Green Hub and the submissions referred to by Ms. Mann.

2. Moved by Councillor Burcher  
Seconded by Councillor Hofland

That Report 13-62 regarding proposed Official Plan Amendment 54 (OPA 54) for the Guelph Innovation District Secondary Plan from Planning, Building, Engineering and Environment dated December 2, 2013 be received.

VOTING IN FAVOUR: Mayor Farbridge, Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond, and Wettstein (12)

VOTING AGAINST: (0)

CARRIED

**Proposed Administrative Amendment to Zoning By-law Number (1995)-14864  
(Guelph’s Comprehensive Zoning By-law) – Citywide**

Ms. Katie Nasswetter, Senior Development Planner, advised that the proposed housekeeping amendments include new and revised definitions, minor changes and additions that clarify the intent of existing regulations, the removal of inconsistent wording, the correction of technical and typographical errors and updated mapping, as detailed within the attachment to the report.

She noted the modulation of parking space sizes could be addressed under the upcoming comprehensive zoning by-law review.

3. Moved by Councillor Dennis  
Seconded by Councillor Findlay

That Report 13-74 regarding a proposed administrative amendment to Zoning By-law Number (1995)-14864, from Planning, Building, Engineering and Environment dated December 2, 2013, be received.

VOTING IN FAVOUR: Mayor Farbridge, Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond, and Wettstein (12)

VOTING AGAINST: (0)

CARRIED

### **Extracted Consent Agenda Items**

#### **CON-2013.36 35 & 40 Silvercreek Parkway South – Proposed Official Plan and Zoning By-law Amendments (Files: OP1201/ZC1204) – Wards 3 & 4**

Councillor Hofland did not participate in discussion or vote on the matter.

Mr. Robert Fischer withdrew his request to be a delegation.

Mr. Ron Foley, President of the Howitt Park Neighbourhood Residents' Association, advised they agree with the proposal in principle but want to ensure previous commitments will be upheld.

Ms. Astrid Clos, on behalf of the applicant, advised they support the staff recommendation. She estimated 900 jobs will result from the commercial portion of the development.

Mr. West and Mr. Halinski withdrew their requests to be delegations.

Ms. Susan Smith, Associate Solicitor, advised that the correspondence submitted regarding the Minutes of Settlement confirms the applicant's commitment to the terms.

4. Moved by Councillor Findlay  
Seconded by Councillor Burcher

1. That the application by Astrid J. Clos Planning Consultants on behalf of Silvercreek Guelph Developments, to alter site specific commercial use and size policies for the property municipally known as 35 & 40 Silvercreek Parkway South, and legally described as Lots 7-12, West side of Guelph & Galt Railway, Plan 52 and Part Lot D and E, West side Guelph & Galt Railway, and Part Napoleon Street, Plan 52 (formerly Guelph Township), (closed by order BS12480); designated as Part 1, 61R4027, and, Part Lots 3, 21 and 22, Concession Division A (formerly Guelph Township), designated as Part 3, 61R10726, City of Guelph, be approved in accordance with the policies attached hereto as Schedule 1.

2. That the application by Astrid J. Clos Planning Consultants on behalf of Silvercreek Guelph Developments, to amend site specific zoning regulations regarding additional commercial uses and building sizes in the specialized CC-21 (H25) and SC-56 (H25) Zones for the property municipally known as 35 & 40 Silvercreek Parkway South, and legally described as Lots 7-12, West side of Guelph & Galt Railway, Plan 52 and Part Lot D and E, West side Guelph & Galt Railway, and Part Napoleon Street, Plan 52 (formerly Guelph Township), (closed by order BS12480); designated as Part 1, 61R4027, and, Part Lots 3, 21 and 22, Concession Division A (formerly Guelph Township), designated as Part 3, 61R10726, City of Guelph, be approved in accordance with the provisions attached hereto in Schedule 1.
3. That Council direct staff to advise the Ministry of Municipal Affairs and Housing and/or the Ontario Municipal Board, as the case may be, to incorporate this Official Plan Amendment into any review and/or approval of Official Plan Amendment 48.

VOTING IN FAVOUR: Mayor Farbridge, Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Laidlaw, Piper, Van Hellemond, and Wettstein (11)

VOTING AGAINST: (0)

CARRIED

### **CON-2013.37 Proposed Demolition of 103 Dawn Avenue – Ward 6**

Staff advised that changes to the use of the properties would require a new application for approval of Council, and the tree by-law would govern tree protection.

5. Moved by Councillor Guthrie  
Seconded by Councillor Furfaro
  1. That Report 13-72 regarding the proposed demolition of a detached dwelling at 103 Dawn Avenue, legally described as Plan 555, Lot 2, Part Lot 1; City of Guelph, from Planning, Building, Engineering and Environment dated December 2, 2013 be received.
  2. That the proposed demolition of the detached dwelling at 103 Dawn Avenue be approved.
  3. That the applicant prepare and submit a Tree Inventory, Preservation and Compensation Plan in accordance with the Private Tree Protection By-law to the satisfaction of the General Manager of Planning Services prior to issuance of a demolition permit.
  4. That the applicant erect any required protective fencing recommended by the Tree Inventory, Preservation and Compensation Plan at one (1) metre from the dripline of any existing trees on the property or on adjacent properties prior to commencement of demolition and maintain fencing during demolition and construction of the new dwelling.
  5. That the applicant be requested to contact the General Manager of Solid Waste Resources, within Planning, Building, Engineering and Environment regarding options for the salvage or recycling of all demolition materials.

VOTING IN FAVOUR: Mayor Farbridge, Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond, and Wettstein (12)

VOTING AGAINST: (0)

CARRIED

### **By-laws**

6. Moved by Councillor Bell  
Seconded by Councillor Hofland

That By-law Number (2013)-19665 is hereby passed.

VOTING IN FAVOUR: Mayor Farbridge, Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond, and Wettstein (12)

VOTING AGAINST: (0)

CARRIED

### **Notice of Motion**

Councillor Burcher advised that she would be bringing forward a motion at a subsequent meeting of Council related to Council endorsing the National Housing Strategy.

### **Adjournment (8:50 p.m.)**

7. Moved by Councillor Furfaro  
Seconded by Councillor Hofland

That the meeting be adjourned.

CARRIED

*Minutes to be confirmed on January 27, 2014.*

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Mayor Farbridge

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Deputy Clerk

## Recommended Policies, Provisions and Conditions

The property affected by the Official Plan Amendment and Zoning By-law Amendment applications is municipally known as 35 & 40 Silvercreek Parkway South and legally described as Lots 7-12, West side of Guelph & Galt Railway, Plan 52 and Part Lot D and E, West side Guelph & Galt Railway, and Part Napoleon Street, Plan 52 (formerly Guelph Township), (closed by order BS12480); designated as Part 1, 61R4027, and, Part Lots 3, 21 and 22, Concession Division A (formerly Guelph Township), designated as Part 3, 61R10726, City of Guelph.

### Official Plan Amendment

The following amendment alters site specific policies in the City's Official Plan for the subject property (deletions shown as ~~red~~, additions shown as **red**).

#### 7.18.5.1 Mixed Use Node:

The Mixed Use Node is intended provide a wide range of retail, service entertainment and recreational commercial uses as well as complementary uses including open space, institutional, cultural and educational uses, hotels and live work studios. Medium and high density multiple residential development and apartments shall also be permitted in accordance with the policies of Section 7.2. The policies contained in Sections 7.4.4 to 7.4.11 shall apply to the Mixed Use Node.

The Silver Creek Junction Mixed Use Node is divided into 2 Sub Areas as follows:

#### Sub Area 1:

A maximum of ~~22,760~~ **21,830** sq m (~~245,000~~ **235,000** sq. ft.) of retail gross leasable floor space shall be permitted in Sub Area 1 only as shown on Schedule "A". This total floor area will be composed of either:

- a) a maximum of one (1) "large-format retail store" comprised of **one of a retail establishment, warehouse membership club or a home improvement retail warehouse, with a maximum gross floor area of 13,470 sq. m (145,000 sq. ft.) together with retail stores with a maximum gross floor area per individual retail store of 5,574 sq. m (60,000 sq. ft.) in a minimum of at least two separate buildings. OR,**
- b) ~~ancillary~~ **A combination of retail stores (excluding supermarkets), with a maximum aggregate individual retail store gross floor area of ~~9,300 sq. m (100,000 sq.ft)~~ 5,574 sq. m (60,000 sq. ft.), in a minimum of at least two (2) separate buildings, to be located in Sub-Area 1 only as shown on Schedule "A" to this amendment.**, ~~subject to a maximum retail unit size of 3,716 sq. m (40,000 sq. ft.)~~

Commercial development to this area shall incorporate a reduced retail parking standard, to be established through the site-specific implementing zoning provisions.

~~Appropriate phasing requirements shall be imposed on the retail commercial components in Sub Area 1 through appropriate implementing zoning provisions.~~

#### Sub Area 2:

The maximum of 3,900 sq. m (42,000 sq. ft.) of service commercial gross leasable floor **area** shall be permitted in Sub Area 2 only as shown on Schedule "A". **Within this gross leasable floor area a maximum of 929 sq. m (10,000 sq. ft) shall be permitted as retail uses.** This area shall be subject to a restricted range of service commercial uses **together with limited retail**, to be established in the implementing zoning by-law; the policy intention is to focus on true convenience-oriented service uses to serve the neighbourhood such as restaurants, financial institutions and personal services. The range of permitted uses will also allow a mixed use design with residential or office space permitted above ground floor commercial and live-work arrangements. A minimum building massing equivalent to two (2) storeys (7.6m) shall be achieved in the buildings adjacent to the central "village market square." Buildings shall be located close to the street line with primary entrances facing the street and grouped in manner to reinforce the limits and identity of the village market square focal point. Reduced building setbacks shall

be encouraged from the public streets, to help define the streetscape and enhance the pedestrian environment. Commercial development in this area shall incorporate a reduced parking standard, to be established through the site-specific implementing zoning provisions.

Commercial development in this area shall incorporate a reduced parking standard, to be established through the site-specific implementing zoning provisions.

**Recommended Zoning** (deletions shown as ~~red~~, additions shown as ~~red~~.)

6.2.3.2.21 **CC-21 (H25)**

35 and 40 Silvercreek Parkway South

As shown on Defined Area Map Numbers 10 and 15

6.2.3.2.21.1 **Permitted Uses**

All uses permitted by Section 6.2.1.2 with the following additions:

- A maximum of one (1) **Large-Format Retail Establishment**, which may ~~be either consist of any Retail Establishment use, including a Warehouse Membership Club~~ or a **Home Improvement Retail Warehouse Establishment**
- Apartment Building
- Stacked Townhouse
- Cluster Townhouse

~~6.2.3.2.21.2 **Prohibited Uses**~~

- ~~• **A Supermarket**~~

The following definitions shall apply in the CC-21(H25) **Zone**:

A "**Large-Format Retail Establishment**" shall mean a **Retail Establishment** with a minimum **Gross Floor Area** of 9,300 square metres (100,000 square feet)

A "**Warehouse Membership Club**" shall mean a **Retail Establishment** engaged in the retailing to club members of a wide range of non-food items and services, in combination with a general line of food-related products, where the goods, wares, merchandise, substances or articles are displayed, stored and sold in a warehouse format. The warehouse format means a configuration where the floor area devoted to sales is integrated with the storage of things sold and is accessible to patrons of the **Warehouse Membership Club**.

A "**Home Improvement Retail Warehouse Establishment**" shall mean a **Building** where a full range of home furnishings and home improvement products are displayed, stored and sold in a warehouse format. Such products may include but are not limited to a combination of furniture, appliances, electrical fixtures, lumber and building supplies, hardware, carpets and floor coverings, home décor items, landscape and garden supplies, and plumbing fixtures.

~~A "**Supermarket**" shall mean a **Lot** and a **Building**, or **Structure**, or portion thereof, having a **Gross Floor Area** in excess of 465 m<sup>2</sup> in which primarily food produce is stored, offered, and kept for retail sale and as an **Accessory Use**, items or merchandise of day-to-day household necessity may be stored, offered, or kept for retail sale but shall not include a **Warehouse Membership Club**.~~

6.2.3.2.21.3 **Regulations**

In accordance with the regulations of the CC **Zone** as specified in Sections 4 and 6.2.2 (Community Shopping Centre **Zone** regulations) of Zoning **By-law** (1995)-14864, as amended, with the following additions and exceptions:

6.2.3.2.21.3.1 **Maximum Total Gross Floor Area for all Retail Establishments**

~~21,830 sq m (235,000 sq. ft.)~~ **22,760 sq. m (245,000 sq. ft.)**

6.2.3.2.21.3.2 **Maximum Gross Floor Area for a Large-Format Retail Establishment**

13,470 sq. m (145,000 sq. ft.)

6.2.3.2.21.3.3 **Maximum Total Gross Floor Area for all Retail Establishments other than a Large-Format Retail Establishment**

~~9,300 (100,000 sq. ft.),~~ **subject to the following:**



- Minimum unit size shall be 465 square metres (5,000 square feet) and the maximum unit size shall be 5,574 square metres (60,000 square feet)
- Such floor area shall be located in a minimum of two (2) separate **Buildings.**
- ~~Building permits shall be issued no sooner than September 1, 2012 for up to 5,200 sq. m (56,000 sq. ft.) of the above Aggregate **Gross Floor Area**~~
- ~~Building permits shall be issued no sooner than September 1, 2014 for the remaining balance of the permitted maximum aggregate **Gross Floor Area**~~
- ~~minimum unit size shall be 465 sq. m (5,000 sq. ft.), and maximum unit size shall be 3,716 sq. m (40,000 sq. ft.)~~

#### 6.2.3.2.21.3.4 Minimum Off-Street Parking

The minimum off-street parking required for all permitted commercial **Uses** shall be 1 space per 23.2 sq. m (250 sq. ft.) of **Gross Floor Area.**

#### 6.4.3.1.56 Service Commercial SC.1-56 (H25)

Silvercreek Parkway South

As shown on Defined Area Map Numbers 10 and 15

##### 6.4.3.1.56.1 Permitted **Uses**

Despite the **Uses** permitted by Section 6.4.1.1 the **Uses** in the SC.1-56 (H25) **Zone** shall be limited to the following:

- **Restaurant**
- **Restaurant (take-out)**
- **Medical Office**
- **Personal Service Establishment**
- Travel Agent
- **Convenience Store**
- **Financial Establishment**
- **Day Care Centre**
- **Dry Cleaning Outlet**
- **Video Rental Outlet**
- **Office**
- **Artisan Studio**
- **Art Gallery**
- **Florist**
- **Bake Shop**
- **Commercial School**
- **Veterinary Service**
- **Catering Service**
- **Dwellings Units** with permitted commercial **Uses** in the same **building** in accordance with Section 4.15.2
- **Live-Work Units**
- **Accessory Uses** in accordance with Section 4.23
- **Occasional Uses** in accordance with Section 4.21

- 6.4.3.1.56.1.1 **Retail Establishment Use**  
Notwithstanding 6.4.1.56.1, **Retail Establishment** shall be a permitted use, limited to a total **Gross Floor Area** of 929 square metres (10,000 square feet)

*(no further changes to the SC.1-56 zone proposed)*

**H25 Holding Provision Conditions**

*(no changes proposed to existing holding conditions)*

Prior to the removal of the Holding designation "H", the owner shall satisfy the following conditions:

1. Completion and final approval of the class environmental assessment processes for a grade-separated crossing at the intersection of Silvercreek Parkway and the C.N.R. rail line at the north edge of the subject lands; and for the re-alignment of Silvercreek Parkway between Paisley Road and Waterloo Avenue and a new public road on the subject lands east of Silvercreek Parkway [right-of-way of 18 m (59 ft.)]
2. Registration on title to the subject lands of an executed Site Plan Agreement which addresses, among other items, appropriate infrastructure requirements
3. The Owner entering into an agreement for a financial contribution to the construction of a stormwater management facility on the portion of the subject lands east of Howitt Creek
4. Conveyance of any lands required for the underpass and road projects noted above, and for the stormwater management facility east of Howitt Creek, and for the proposed parks on the subject lands between Silvercreek Parkway and Howitt Creek, with the exception of the Market (public) square.
5. The awarding of contracts for the construction of the underpass, road and stormwater management projects noted above.

**Conditions**

These conditions are meant to be read and addressed together with, and in addition to, those in Schedule E of the existing Minutes of Settlement as they have the same intent with updated wording and relevance. The developer is expected to meet all conditions in the approved Minutes of Settlement that are related to this portion of the site. All conditions are meant to be implemented at the time of Site Plan Approval unless otherwise noted.

1. The Developer shall submit to the City, in accordance with Section 41 of The Planning Act, a **fully detailed site plan**, indicating the location of buildings, landscaping, parking, circulation, access, lighting, grading and drainage on the said lands and easements for feedermain and storm outlet alignments, to the satisfaction of the General Manager of Planning Services and the General Manager of Engineering Services/City Engineer, prior to Site Plan approval, and furthermore the Developer agrees to develop the said lands in accordance with the approved plan.

- a. That the site plan submission be generally in accordance with either one of the two site concept plans submitted, as found in Attachment 5 of this report (Report 13-46 dated November 25, 2013), with exception in regards to any amendments addressing urban design concerns identified in this report including building length and parking design. The first site concept is a result of the OMB Minutes of Settlement and is dated December 16, 2008. The second concept is related to this revised application and is dated August 28, 2012.
  - b. That prior to site plan approval, the Howitt Park Neighbourhood Residents' Association (HPNRA) be informed of any site plan submission and be provided opportunity to the review the application materials and provide comments.
2. The Developer agrees to implement the commercial component of the development in keeping with the **Urban Design Guidelines** set out in the report by Brook McIlroy Planning + Urban Design with Michael Spaziani Architect Inc. revised November 2007.
3. The Developer shall prepare an overall **Site Drainage and Grading Plan**, satisfactory to the City Engineer, for the entire development, prior to any grading or site alteration. Such a plan will be used as the basis for a detailed lot grading plan to be submitted with site plan approval applications, prior to the issuance of any building permit within the development.
4. The Developer agrees that no work, including, but not limited to **tree removal, grading or construction**, will occur on the lands until such time as the Developer has obtained written permission from the City Engineer or has entered into a site plan agreement with the City.
5. 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.
6. The Developer shall prepare and implement a **construction traffic access and control plan** during all stages 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.
7. The Developer shall submit a **Stormwater Management Design Report** to the satisfaction of the City Engineer. The Report shall be prepared in accordance with recognized best management practices, Provincial Guidelines, the City's current "Design Principles for Stormwater Management Facilities" and shall address the following: (a) detailed design of all on-Site stormwater management facilities; and (b) maintenance and operational requirements for all quality/quantity control and conveyance facilities described in a format to be available for the City of Guelph's Operations Department.
8. The Developer shall convey to the City all lands and easements, in a form satisfactory to the City Solicitor, required for **Stormwater Management Facilities**, at the expense of

the Developer and in accordance with the Minutes of Settlement. The Developer to provide a postponement for any mortgages, satisfactory to the City Solicitor, to be registered on title by the City at the expense of the Developer. The City acknowledges and agrees that the construction of the stormwater management facility will be cost shared between the City and the Developer as outlined in the Minutes of Settlement.

9. 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 or monitoring wells** drilled for environmental, hydrogeological or geotechnical investigations must also be properly abandoned.
10. 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, and the Minutes of Settlement to the extent that they apply, the Developer is responsible for the total **cost of the design and construction** of all services within and external to the development that are required by the City to service the lands within the development including sanitary facilities, storm facilities, water facilities, walkways and road works including Sidewalks, boulevards and curbs with the distance, size and alignment of such services to be determined by the City. This shall include the provision of a Detailed Design Report for the proposed inverted siphon under the Hanlon Expressway that will be required to provide sanitary services to the site in accordance with the City Standards and Ministry of the Environment Regulations and Guidelines to the satisfaction of the City Engineer.
11. 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, and the Minutes of Settlement to the extent that they apply, the Developer shall pay to the City the cost of all **municipal services** within and abutting the proposed development, as determined by the City Engineer.
12. The Developer shall pay the cost of supplying and erecting **street name and traffic control signs** in the development, to the satisfaction of the City.
13. 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 development.
14. The Developer shall pay to the City the cost of installing **bus stop pads** at locations to be determined by Guelph Transit.
15. The Developer shall submit a report prepared by a professional engineer to the satisfaction of the Chief Building Official certifying that all fill placed below proposed building locations has adequate **structural capacity** to support the proposed building. 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.
16. 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 development in accordance with applicable provisions contained in the Ontario Building Code.

17. That **street lighting** and underground wiring shall be provided throughout the development at the Developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro Electric Systems Inc.
18. The Developer shall erect and maintain **signs** at specified entrances to the development showing the proposed land uses and zoning within the proposed development and predominantly place on such signs the wording "For the Zoning of all lands abutting the development, inquiries should be directed to Planning Services, City Hall". Further, the signs shall be resistant to weathering and vandalism.
19. That all **blocks** required within or adjacent to the proposed development be conveyed free and clear of any encumbrance, to the satisfaction of the solicitor's for City of Guelph, Guelph Hydro Electric Systems Inc. and other utilities. Every conveyance shall be registered on title by the respective solicitor at the expense of the Developer.
20. That all **easements and rights-of way** required within or adjacent to the proposed development be conveyed to the satisfaction of the respective solicitor's for the City of Guelph, Guelph Hydro Electric Systems Inc. and other utilities. Every transfer of easement shall be accompanied by a Postponement, satisfactory to the respective solicitor, for any mortgage, charge or lease and such Postponement shall be registered on title by the respective solicitor at the expense of the Developer.
21. That the **road allowances** included in the development and shown on the concept plan and any road widening required, be shown and dedicated at the expense of the Developer as public highways and that 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, amended.
22. 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 (Legal)
23. That prior to any grading or construction on the site, the Developer shall submit the following plans and reports to the satisfaction and approval of the **Grand River Conservation Authority**:
  - a. A detailed storm water management report and plans in accordance with the Ministry of Environment entitled, "Stormwater Management Practices Planning and Design Manual" dated March 2003.
  - b. A Storm Servicing Plan showing the layout of the storm sewer system

- c. A Lot Grading and Drainage Control Plan showing the limits of all grading, including existing and proposed grades
- d. An erosion and sediment control plan and plan in accordance with the Grand River Conservation Authority's Guidelines on Erosion and Sediment Control for construction sites, including the means whereby erosion will be minimized and sediment maintained on site throughout all phases of grading and construction, including a monitoring and maintenance plan and provisions for timely revegetation of the site.

That the site plan agreement between the owners and the municipality contain provisions for:

- The completion and maintenance of the works in accordance with the approved plans and reports contained in condition 26.
- The maintenance of all storm water management systems in accordance with the approved plans throughout all phases of grading and construction.

**24.** That the Developer shall include in the site plan agreement and insert in all agreements of purchase and sale or lease for each dwelling unit within 300 metres of the railway right-of-way the following **warning clause**:

**"Warning:** Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres of the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successor as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CNR will not be responsible for any complaints or claims arising from use of such facilities and operations on, over or under the aforesaid right-of-way."

**25.** The Developer agrees to satisfy all conditions stipulated by the **Ministry of Transportation of Ontario (MTO)** prior to the issuance of building permits.

**26.** The Developer shall enter into an **Engineering Services Agreement** with the City, satisfactory to the City Engineer, under which the City shall provide engineering services with respect to the design and supervision of construction and installation of the municipal services.

**27.** The Developer agrees to fulfill the requirements of the City's **Community Energy Initiative** (CEI), to the satisfaction of the General Manager of Planning Services, including undertaking a study of the feasibility of integrated energy master planning for the development, jointly with Guelph Hydro, and the implementation of LEED certification measures, or equivalent measures, in conjunction with the development of the lands.

28. Prior to the issuance of site plan approval for the lands, the Developer shall pay to the City, the City's total cost of reproduction and distribution of the **Guelph Residents' Environmental Handbook**, to all future tenants/businesses within the project, with such payment based on a cost of one handbook per tenant/business, as determined by the City.
29. The Developer shall pay **development charges** to the City 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 District School Board, as amended from time to time, or any successor by-laws thereto prior to issuance of a building permit, at the rate in effect at the time of issuance of the building permit.
30. The conveyance of the area designated as "Market Square" on the concept plans to the City, shall take place as a condition of formal site plan approval for the uses fronting on to the Market Square, so that the configuration and exact location of the Market Square have been determined. The City and the developer further agree to enter into an agreement to establish an ongoing framework to permit the flexible use of the Market Square for purposes associated with, and/or related to, the uses fronting onto it, without the requirement for additional municipal permissions, prior to the use of Market Square.
31. At the time of construction, all buildings comprising SubArea 2 within the Official Plan amendment shall be built to a comparable building height equivalent to two (2) storeys. In addition, all said buildings (in Sub Area 2) shall be built with foundations and underground servicing, sized/designed to accommodate a second storey, irrespective of whether such a storey is initially intended.
32. That prior to any site alteration, the Developer shall prepare an updated **Tree Inventory & Preservation Plan** as well as a **Compensation Planting Plan**, satisfactory to the General Manager of Planning Services prior to any grading, tree removal or construction on the site.
- a. Specific efforts shall be made through site design and mitigation planning to preserve the mature Bur oak tree measuring over 100 cm DBH, to the satisfaction of the General Manager of Planning.
33. That prior to any site alteration, the Developer shall provide a qualified **Environmental Inspector**, satisfactory to the General Manager of Planning Services and 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 on a weekly or more frequent basis and report on their findings on a monthly basis.

34. That prior to any site alteration, the Developer shall provide a letter of assurance from the **Ministry of Transportation** indicating the feasibility of including plantings within the 14 m setback from the Hanlon Expressway.
35. The Developer shall convey lands, free and clear of any encumbrance, to the east and west of the new local street 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, to the satisfaction of the City Solicitor and Executive Director of Community and Social Services, registered by the City at the Developer's expense. The developer and the City mutually agree that the parkland dedication shall include a parcel of land to the east of the new local street with a minimum frontage of 33.5 metres, a parcel of land to the west of the new local street and additional lands to accommodate a public square feature to the east of Silvercreek Parkway South. The total combined dedication shall include a minimum area of 0.49 hectares and the lands for the public square feature shall include a minimum area of 0.147 hectares. Further, the conveyance of the parkland shall occur prior to the lifting of the Holding (H) zone, with the exception of the public square, which shall be conveyed as a condition of formal site plan approval for the market square buildings to the east of Silvercreek Parkway South.
36. The Developer shall be responsible for the cost of design and development of the "**Basic Park Development**" for the **Easterly Park Block** 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 Executive Director of Community and Social Services. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by a Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Executive Director Community and Social Services. Construction documents for the Basic Park Development shall be finalized prior to any Site Plan approval for the adjacent residential zone, and shall be implemented prior to occupancy of the first residential building. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the Basic Park Development for the Easterly Park Block to the satisfaction of the Executive Director of Community and Social Services. (Park Planning & Development)
37. The Developer shall be responsible for the cost of the final design and for the cost of the final design implementation for the "**Final Park Development**" for the **Westerly Park Block** as per the City of Guelph current policies and specifications for Final Park Development which includes but is not limited to clearing, grubbing, topsoiling, grading, sodding, paving, landscaping, installing site furniture and all required amenities to the satisfaction of the Executive Director of Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. This shall include the submission of drawings and the administration of the construction contract up to the



end of the warrantee period completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Executive Director Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. Construction documents for the Westerly Park Block shall be finalized prior to Site Plan approval for any adjacent Service Commercial zone, and shall be implemented prior to occupancy of the first adjacent Service Commercial building. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the Final Park Development for the Westerly Park Block to the satisfaction of the Executive Director of Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. (Park Planning & Development, Planning)

38. The Developer shall be responsible for the cost of the final design and for the cost of the final design implementation for the "**Market Square Development**" as per the City of Guelph current policies and specifications for such work which includes but is not limited to clearing, grubbing, topsoiling, grading, sodding, paving, landscaping, installing site furniture and all required amenities to the satisfaction of the Executive Director of Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Executive Director of Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. Construction documents for the Westerly Park Block shall be finalized prior to Site Plan approval for any adjacent Service Commercial zone, and shall be implemented prior to occupancy of the first adjacent Service Commercial building. The Developer shall provide the City with **cash or letter of credit** to cover the City approved estimate for the cost of development of the Market Square Development to the satisfaction of the Executive Director of Community and Social Services and the Executive Director of Planning, Building, Engineering and Environment. (Park Planning & Development, Planning)
39. The Developer shall place the following **notifications** in all offers of purchase and sale or lease for all lots and/or units and agrees that these same notifications shall be placed in the Site Plan development agreement to be registered on title (Planning):
- "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that the abutting City owned lands may be fenced in accordance with the current standards and specifications of the City".
  - "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into any City Park or Open Space Blocks from any abutting lands.
  - "Purchasers and/or tenants of all lots or units are advised that public trails will be installed or exist in the City Parks and Open Space Blocks, and that the trails may be abutting or in close proximity to private lots or units, and that public access to these trails will occur at the Park Blocks.

- "Purchasers and/or tenants of all lots are advised that the Open Space Block has been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass cutting. Some maintenance may occur in the areas that are developed by the City for public walkways, bikeways and trails."
- "Purchasers and/or tenants of all lots are advised that the Park Blocks have been designed for active public use and may include sportsfields, playgrounds, trails and other park amenities. Be advised that the City may carry out regular maintenance such as grass cutting. Periodic maintenance may also occur from time to time to support the park functions."
- "Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space and park blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of *[items to be determined through the Site Plan process]*."

40. The Developer agrees to provide **temporary signage** describing the existing and proposed park, open space blocks, trails and any required fencing on all entrance signs for the development and at the street frontage of the city park blocks to the satisfaction of the General Manager of Planning and Building Services. The signage shall:

- advise prospective purchasers and tenants in the area of the type of park, open space and trails;
- Clearly state that the maintenance of the park block is the responsibility of the Developer until such time as the City accepts the park, and
- Clearly state that all questions relating to the maintenance of the park block shall be directed to the Developer.

The signage shall be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the park blocks and partial release of the securities for these blocks by the City. The Developer further agrees that the proposed park block, storm water management block, trails and fencing shall be identified on any marketing or promotional materials.

41. The developer (and successors) shall be responsible for all regular **ongoing maintenance** of the Market Square and the Westerly Park Block, and the developer shall enter into an agreement with the City prior to Site Plan approval for any adjacent Service Commercial zone that covers all details regarding maintenance of these open spaces to the satisfaction of Executive Director of Community and Social Services. (Park Planning & Development)

42. The Developer shall provide Development Planning with a **digital file** in either AutoCAD – DWG format or DXF format containing the following final approved information: parcel fabric, street network, grades/contours, existing vegetation to be retained in the park, and landscaping for the open space and storm water management blocks.

43. The Developer shall enter into a **Site Plan Agreement**, to be registered on title by the City at the expense of the Developer, satisfactory to the City Solicitor, which includes all requirements, noted above, financial and otherwise to the satisfaction of the City of Guelph.