

Attachment-3 Recommended Zoning Regulations and Amendments to Draft Plan Conditions

3A – Zoning Regulations

The applicant is requesting a “Specialized Residential Single Detached” (R.1C-26) Zone for these two additional lots to match the zoning of the adjacent lots within the draft plan.

In addition to the regulations set out in Table 5.1.2 – for the “Residential Single Detached” (R.1C) Zone of Zoning By-law (1995)-14864, as amended, the following specialized regulations have been requested to facilitate this proposal:

- To permit a minimum lot area of 360 square metres, whereas 370 square metres is required;
- To require a minimum front yard of 6 metres to an attached garage and 4.5 metres in all other cases, whereas a minimum front yard of 6 metres is required; and,
- To permit a minimum side yard of 1.2 metres on one side and 0.6 metres on the other side, whereas a side yard setback of 1.2 metres is required for both side yards.

3B – Draft Plan of Subdivision Conditions

Staff are recommending that Council amend the following draft plan conditions in accordance with Section 51(44) of the Planning Act:

Condition 1 – to include the red-line revised date of January 25, 2021.

That this approval applies to the draft plan of subdivision prepared by Metropolitan Consulting Inc., Drawing 1 dated November 13, 2013, and draft approved by the Ontario Municipal Board on November 22, 2013, and **red-line revised on January 25, 2021 to permit two additional residential lots** as shown in Attachment 8, with the exception of the width of Road Number 4 and Road Number 8, which shall both be 17 metres wide.

Condition 44(n) – revise notification to future purchasers/tenants that public access to the primary trail connection will be between Lots 16 and 17.

“Purchasers and/or tenants of all lots or units are advised that a primary north-south trail connection will be installed or exists in Stormwater Management Blocks 143 and 144 and Open Space Block 137 and that public access to this trail will occur between Lots **16** and **17** and Lots 114 and 115. Be advised that this primary trail is a multi-purpose pathway intended for forms of transportation such as walking, cycling, in-line skating, skateboarding, scooters, personal mobility devices and possibly electric bicycles. Public access and periodic maintenance on this trail will occur on a year around basis.”

The following draft plan conditions were approved by the former Ontario Municipal Board (OMB) on November 22, 2013.

1. That this approval applies to the draft plan of subdivision prepared by Metropolitan Consulting Inc., Drawing 1 dated November 13, 2013, and draft approved by the Ontario Municipal Board on November 22, 2013, and red-line revised on January 25, 2021 as shown in Attachment 8, with the exception of the width of Road Number 4 and Road Number 8, which shall both be 17 metres wide.

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 By-law (2010)-19058 prior to any grading, tree removal or construction on the site.
3. The Developer shall obtain a Site Alteration Permit in accordance with City of Guelph By-law (2016)-20097 to the satisfaction of the City Engineer and the GRCA.
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, if required by the City Engineer.
7. The Developer shall prepare an overall site drainage and grading plan, satisfactory to the City Engineer, for the entire subdivision. Such a plan will be used as the basis for a detailed lot grading plan to be submitted prior to the issuance of any building permit within the subdivision.
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 and the GRCA.
9. The Developer shall provide a qualified environmental inspector, satisfactory to the General Manager of Planning and Building Services, to inspect the site during all phases of development and construction including grading, servicing and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures, and compliance with the Environmental Impact Study. The environmental inspector shall report on their findings to the City as recommended by the Environmental Impact Study.
10. The Developer shall submit a detailed Storm Water Management Report and Plans to the satisfaction of the City Engineer which shows how storm water will be controlled and conveyed to the receiving water body. The report and plan shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report for the applicable watershed. Maintenance and operational requirements for any control and/or conveyance facilities must be described. Prior to any grading, site alteration or execution of the subdivision agreement, the Developer shall satisfy the City with respect to managing the expected high groundwater conditions. The Developer is advised that basements and underground parking may not be permitted in this development.

Conditions to be met prior to grading and site alteration (continued)

11. The Developer shall prepare an Environmental Implementation Report (EIR) to the satisfaction of the City's General Manager of Planning and Building Services and the Grand River Conservation Authority (GRCA). The EIR shall be comprehensive and integrate information from other disciplines including hydrogeology, geomorphology,

ecology, and hydrology/stormwater management. The EIR will include a monitoring program to assess the performance of the storm water management facilities, the effectiveness of mitigation measures recommended to protect the ecological functions of Pond A as well as a monitoring and adaptive management plan for the natural channel design. It shall address the information and implementation process for providing details to the homeowners concerning the storm sewer and storm water management process. The EIR shall also address the recommendations from the EIS Addendum dated July 25, 2013, the comments outlined in the EAC resolution dated August 21, 2013, the GRCA letter dated February 9, 2010 and the City staff comments dated August 9, 2013. The Developer shall implement all recommendations of the EIR to the satisfaction of the City and GRCA.

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 acknowledges that the City does not allow retaining walls higher than 1.0 metre abutting existing residential properties without the permission of the City Engineer.
14. The Developer shall stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the development agreement on the block/lot so disturbed.

Conditions to be met prior to execution of subdivision agreement

15. The Developer shall make arrangements, satisfactory to the City Engineer, concerning the scheduling of the development and the developers payment of costs for services for the subdivision.
16. The Developer shall have engineering drawings and final reports prepared for the approval of the City Engineer.
17. That any dead ends and open sides of road allowances created by the draft plan be terminated in 0.3 metre reserves, which shall be conveyed to the City at the expense of the Developer.
18. 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, but not limited to, such works as lot grading and drainage, 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 will also include a share of the costs of the future reconstruction of Victoria Road South as well as any traffic lanes, signals or signage on Victoria Road South required to accommodate this development, as determined by the City Engineer. In addition, the Developer will be required to pay the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, storm water management facilities, watermains and emergency accesses. Prior to commencing construction, the Developer shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require the Developer to post securities in a format approved by the City, in an amount of 100% of the estimated cost of constructing the municipal services to the satisfaction of the City. The Developer shall have a Professional Engineer administer the construction contract up to

the end of the warrantee period and shall maintain the municipal services to the satisfaction of the City until assumption. Engineering, inspection and review fees will be collected based on the estimated cost of constructing the municipal services.

Conditions to be met prior to execution of subdivision agreement (continued)

19. The Developer shall be responsible for all costs associated with the design and construction of the entire primary north-south trail connection in Storm Water Management Blocks 143, 144 and Open Space Block 137 between Street No. 2 and Street No.6 ("PTC"). This shall include (1) obtaining any required permits, (2) submitting any required drawings for approval, (3) the submission of construction documents by a Professional Engineer, an OALA full member, and any other professionals as required for approvals; and (4) the cost of construction of all required components of the PTC, all to the satisfaction of the City. Prior to the execution of the Phase 1 subdivision agreement, the Developer shall, to the satisfaction of the City, complete the design of the PTC, and provide the City with cash or letter of credit to cover a portion of the costs of the City approved estimate, based on the City approved estimate for the construction of the PTC. Prior to the execution of subsequent subdivision agreement(s), the Developer shall, to the satisfaction of the City, provide the City with cash or letter of credit to cover the cost for construction of the remainder of the PTC. The PTC shall be completely constructed and operational by the time the last of the two roadways to which it connects are both constructed.
20. 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 shall pay to the City the cost of all municipal services within and abutting the proposed subdivision, which comprise the existing watermain, gravity sanitary sewer and road reconstruction on Victoria Road South, as determined by the City Engineer.
21. The Developer shall submit an updated Traffic Impact Study to the satisfaction of the City Engineer and the Developer shall implement to the satisfaction of the City Engineer the recommendations of the Traffic Impact Study undertaken for this subdivision and approved by the City Engineer.
22. 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.
23. 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.

Conditions to be met prior to execution of subdivision agreement (continued)

24. The Developer shall pay to the City the cost of installing bus stop pads at locations to be determined by Guelph Transit.
25. The Developer shall provide an On-Street Parking Plan for the subdivision to the satisfaction of the City Engineer.
26. The site plans for all corner building lots, as determined by the City, shall be submitted to the City for approval of driveway location.
27. 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.
28. The Developer shall phase the subdivision to the satisfaction of the City of Guelph. Such phasing shall conform to the current Development Priorities Plan.

Conditions to be met prior to execution of subdivision agreement (continued)

29. The Developer shall be responsible for the cost of design and development of the "Basic Park Development" as per the City of Guelph current "Specifications for Parkland Development", which includes clearing, grubbing, topsoiling, grading and sodding for any phase containing a Park block to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of development of the Basic Park Development for the Park Block to the satisfaction of the Deputy CAO of Public Services.
30. The Developer shall be responsible for the cost of design and development of the demarcation of all lands conveyed to the City in accordance with the City of Guelph Property Demarcation Policy. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by a Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of development of the demarcation for the City lands to the satisfaction of the Deputy CAO of Public Services.
31. The Developer shall be responsible for the cost of design and implementation of the Open Space Works and Restoration in accordance with the "Environmental Implementation Report" to the satisfaction of the General Manager of Planning and Building Services and Deputy CAO of Public Services. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of the Open Space works and restoration for the City lands to the satisfaction of the Deputy CAO of Public Services.
32. The Developer shall design and develop the Storm Water Management Facility Landscaping in accordance with the City's current "Design Principles for Storm Water Management Facilities" to the satisfaction of the Deputy CAO of Public Services and the City Engineer. This shall include the submission of drawings and the administration of the construction contract up to the end of the warrantee period completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services and the City Engineer.
33. The Developer shall be responsible for the cost of design of the Pedestrian Trail System for the Storm Water Management & Open Space Blocks. This shall include obtaining a GRCA permit, submitting drawings for approval, identifying the trail system, interpretative signage and trail design details, to the satisfaction of the Deputy CAO of Public Services and the City Engineer. This shall include the submission of drawings completed by an Ontario Association of Landscape Architect (OALA) member for approval to the satisfaction of the Deputy CAO of Public Services and the City Engineer.

Conditions to be met prior to execution of subdivision agreement (continued)

34. The Developer agrees to provide temporary signage describing the existing/proposed park, open space, trail and required fencing on all entrance signs for the development, at the street frontage of Park Block 133 and storm water management Block 144, and entrance/exits of trails, to the satisfaction of the General Manager of Planning and Building Services and the Deputy CAO of Public Services. The signage shall:

- a. Advise prospective purchasers of dwellings in the area of the type of park, open space and/or trail and level of maintenance of these parcels of land by the City;
- b. Clearly state that the maintenance of the park block and/or trail are the responsibility of the Developer until such time as the City accepts the park and/or trail, and partially releases the associated Letter of Credit; and,
- c. Clearly state that all questions relating to the maintenance of the park block and/or trail shall be directed to both Developer and the City. The signage shall be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the Blocks by the City. The Developer further agrees that the proposed Park Block, Open Space Block, trails and fencing be identified on any marketing or promotional material.

35. The Developer shall provide Planning Services with a digital file in either AutoCAD - DWG format or DXF format containing the following final approved information: parcel fabric, street network, grades/contours and landscaping of the park, open space and storm water management blocks.

Conditions to be met prior to registration of the plan

36. The Developer shall obtain approval of the City with respect to the availability of adequate water supply and sewage treatment capacity, prior to the registration of the plan, or any part thereof.

37. The Developer shall carry out an archaeological assessment of the subject property and mitigate, through preservation or resource removal, adverse impacts to any significant archaeological resources found. No demolition, grading or any soil disturbances shall take place on the subject property, prior to the issuance of a letter from the Ministry of Citizenship, Culture and Recreation to the City indicating that all archaeological assessment and/or mitigation activities undertaken have met licensing and resource conservation requirements.

38. That the Developer deeds to the City any lands required by the City for Storm Water Management Facilities and Open Space including Blocks 134, 135, 136, 143, 144 and 137 inclusive. Furthermore, the Developer shall demarcate the boundaries of any lands conveyed to the City in accordance with the policies of the City.

39. The Developer shall dedicate Block 133 for park purposes in accordance with the provisions of City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545, By-Law (2007- 18225), or any successor thereof.

40. The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a Qualified Person (QP) as defined in Ontario Regulation 153/04 to prepare and submit a Phase 1 Environmental Site Assessment (and any other subsequent phases required), to assess any real property to 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, a Qualified Person shall certify that all properties to be conveyed to the City are free of contamination.

41. Prior to the City accepting any real property interests, if contamination is found, the Developer shall:

- a. Submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the land to be conveyed to the City and the proposed remedial action plan to the satisfaction of the 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.

Conditions to be met prior to registration of the plan (continued)

- 42. That the Developer shall at its expense implement and address all recommendations contained in the latest Environmental Impact Study that has been approved by the City, for the subdivision, and the developer shall address each recommendation to the satisfaction of the Grand River Conservation Authority and the City.
- 43. The Developer shall enter into a Subdivision Agreement, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
- 44. The Developer shall place the following notifications in all offers of purchase and sale for all lots and/or dwelling units and agrees that these same notifications shall be placed in the City's subdivision agreement to be registered on title:
 - a. "Purchasers and/or tenants of all lots are advised that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a certified design by a Professional Engineer. Furthermore, all sump pumps must be discharged to the rear yard."
 - b. "Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developer for the planting of trees on City boulevards in front of residential units does not obligate the City or guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling."
 - c. "Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris, drainage and construction traffic".
 - d. "Purchasers and/or tenants of all lots or units located in the subdivision plan are advised that the Stormwater Management Blocks have been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass cutting. Some maintenance may occur in the areas that are developed by the City for public walkways, bikeways and trails."
 - e. "Purchasers and/or tenants of all lots are advised that the Open Space Block 137 has been retained in its natural condition. Be advised that the City will not carry out regular maintenance such as grass cutting. Periodic maintenance may occur from time to time to support the open space function and public trail system."
 - f. "Purchasers and/or tenants of all lots are advised that the Park Block 133 has been designed for active public use and may include sports fields, playgrounds, trails and other park amenities. Be advised that the City may not carry out regular maintenance such as grass cutting. Periodic maintenance may also occur from time to time to support the park functions."
 - g. "Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space, stormwater management and park blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of black vinyl chain link fence."

Conditions to be met prior to registration of the plan (continued)

- h. "Purchasers and/or tenants of all lots or units are advised that a transit route may be installed on Streets 1, 2 and 9 at the discretion of the City. The location of such route and bus stops will be determined based on the policies and requirements of the City. Such bus stops may be located anywhere along the route, including lot frontages."
 - i. "Purchasers and/or tenants of all lots or units adjacent to Victoria Road are advised that Victoria Road may be used as a permitted truck route."
 - j. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that abutting City owned lands may be fenced in accordance with the current standards and specifications of the City".
 - k. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into any Open Space or Storm water Management Blocks".
 - l. "Purchasers and/or tenants of all lots or units are advised that public trails will be installed throughout and around the plan of subdivision and that public access to this trail will occur on a year around basis."
 - m. "Purchasers and/or tenants of all lots or units are advised that the lands adjacent to this subdivision is being actively farmed which includes activities such as herbicide application, planting and harvesting of various crops which may affect the living environment of residents living in close proximity to the farming operations."
 - n. "Purchasers and/or tenants of all lots or units are advised that a primary north-south trail connection will be installed or exists in Stormwater Management Blocks 143 and 144 and Open Space Block 137 and that public access to this trail will occur between Lots 16 and 17 and Lots 114 and 115. Be advised that this primary trail is a multi-purpose pathway intended for forms of transportation such as walking, cycling, in-line skating, skateboarding, scooters, personal mobility devices and possibly electric bicycles. Public access and periodic maintenance on this trail will occur on a year around basis."
45. That the road allowances included in the draft plan and the Victoria Road widening identified in the City's Official 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 exception of the road widths which shall comply with the widths shown on the approved draft plan of subdivision.
46. That all easements, blocks and rights-of-way required within or adjacent to the proposed subdivision are 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.
47. The Developer shall pay any outstanding debts owed to the City.
48. The Developer shall pay development charges to the City in accordance with By-law Number (2019) - 20372, 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.

Conditions to be met prior to registration of the plan (continued)

49. The Developer shall erect and maintain signs at specified entrances to the subdivision showing the proposed land uses and zoning of all the lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the Zoning of all lands abutting the subdivision, inquiries should be directed to Planning Services, City Hall". Further, the signs shall be resistant to weathering and vandalism.
50. 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.
51. 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.
52. 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.
53. 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.
54. The Developer agrees to eliminate the use of any covenants that would restrict the use of clotheslines and that prior to the registration of all or any portion of the plan, the Developer's lawyer shall certify to the General Manager of Planning and Building Services that there are no restrictive covenants which restrict the use of clotheslines.
55. The Developer shall include a restrictive covenant to be registered on title to lots yet to be identified, whereby the owner agrees and acknowledges that the stormwater infiltration galleries shall not be damaged, removed, blocked, diverted or interfered with in any manner. Furthermore, the Developer shall place a notice in all offers of purchase and sale for those lots advising the purchasers that there is a stormwater infiltration gallery across the rear of the lot and furthermore, that the stormwater infiltration gallery shall not be damaged, removed, blocked, diverted or interfered with in any manner.
56. The owner shall pay the cost of erecting a 1.5 metre high chain link fence along the south property line between Victoria Road and the west corner of Lot 44. The owner shall also erect 'No Trespassing – Private Property' signage along the new fence to the satisfaction of the City.

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

57. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying that all fill placed below proposed building locations has adequate structural capacity to support the proposed building. All fill placed within the allowable zoning bylaw envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information; lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
58. The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (Radon and Methane) in the plan in accordance with applicable provisions contained in the Ontario Building Code.

59. All Stage 1 Services are to be constructed to the satisfaction of the City Engineer.

60. 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.

Conditions to be met prior to site plan approval

61. Prior to the issuance of site plan approval, the Owner's solicitor shall provide the City with written confirmation that the energy efficiency commitments outlined in the Country Green letter dated October 25, 2012 (Revised) to support the Community Energy Initiative, will be implemented during development of the residential subdivision, to the satisfaction of the General Manager of Planning and Building Services.

62. The Developer shall submit a final Noise Impact Report, if necessary, to the satisfaction of the General Manager of Planning and Building Services. The report shall describe adjacent land uses, which are potential generators of excessive noise and the means whereby their impacts will be reduced to acceptable levels. Emphasis shall be placed on Victoria Road traffic noise levels. The Developer shall implement the recommendations of the approved report to the satisfaction of the City.

Agency conditions

63. Prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents shall submit the following plans and reports to the satisfaction and approval of the Grand River Conservation Authority:

- a. A final storm water management report in accordance with the Preliminary Site Servicing and Stormwater Management Design Report.
- b. An erosion and siltation control plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
- c. Detailed lot grading and drainage plans.
- d. The approval and issuance of a Permit from the GRCA for any development within the regulated areas on the subject lands pursuant to Ontario Regulation 150/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation).

64. That the subdivision agreement between the owners and the municipality contain provisions for:

- a. The completion and maintenance of the works in accordance with the approved plans and reports contained in condition 63.
- b. The maintenance of all storm water management systems in accordance with the approved plans throughout all phases of grading and construction.

65. The Owner shall make satisfactory arrangements for the electrical servicing of the subject lands to the satisfaction of the Technical Services Department of Guelph Hydro Electric Systems Inc., prior to the registration of the plan.

66. The Primary Trail Connection (PTC) on the subject property shall be designed and constructed by the Developer to provide safe, year-round, convenient access, to the satisfaction of the City and the Upper Grand District School Board.

- a. That the Developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:

"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school."

- b. That the Developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same located south of the stream corridor Block 137, by inserting the following clause in all offers of Purchase and Sale/Lease, as follows:

"Whereas these lands lie south of the stream corridor (Block 137), a trail will be designed and constructed to facilitate a connection to the proposed elementary school located at the intersection of Zaduk Place and McCann Street."

Agency conditions (continued)

67. 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.
68. 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.
69. 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.
70. 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.
71. 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.
72. The developer agrees that Lots 112 to 129, inclusive, are not to be registered until servicing is available and Street 6 and 7 can be connected to streets in the adjacent subdivision to the north, to the satisfaction of the City Engineer. The developer further agrees that the City may need to temporarily hold lots 50, 83 and 111 until Street 9 and Street 10 are extended to the south unless Streets 9 and 10 can be completed to the satisfaction of the City Engineer.

Notes:

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 their conditions have been satisfied.

That prior to the registration of all, or any portion of, the plan, the Grand River Conservation Authority shall advise the City in writing, how their conditions have been satisfied.

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

That prior to the registration of all or any portion of the plan, the Wellington Catholic District School Board shall advise the City in writing how their conditions have been satisfied.

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

That this Draft Plan Approval shall lapse on November 22, 2022.