

**To:** City of Guelph - Committee of Adjustment  
**From:** *Adjacent Developments GO Expansion & LRT - Third Party Projects Review - Metrolinx*  
**Date:** January 4<sup>th</sup>, 2023  
**Re:** **A-2/24 - 1 Yorkshire Street South, Guelph**

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Metrolinx is in receipt of the Minor Variance application for 1 Yorkshire St S to facilitate the construction of a new 2-storey single detached dwelling. Metrolinx's comments on the subject application are noted below:

- The subject property is located immediately adjacent of Metrolinx's Guelph Subdivision which carries Metrolinx's Kitchener GO Train service.

Advisory Comments:

- Metrolinx would like to note that additional drainage from the proposed development is not permitted onto Metrolinx-owned lands, without prior approval from Metrolinx and our Technical Advisor, AECOM.
- The proposed development is adjacent to the Metrolinx Rail Corridor Right-of-Way and may be subject to a work permit and review. The Proponent can find more information on the submission requirements here: <https://www.metrolinx.com/en/about-us/doing-business-with-metrolinx/development-opportunities/construction-beside-go-corridors>.
  - In addition to the technical review (by our Technical Advisor AECOM), it should be noted that various Metrolinx permits/approvals/agreements with associated fees may be required for implementation/construction. For example, this includes, but not limited to, private property when works are proposed within 30ft (10m) of an active rail. This includes, but is not limited to, works involving, shoring, tiebacks and crane swing (i.e., crane, crane boom/crane swing) that fall within 30ft of the active rail.
  - As such, these permits/approvals/agreements with their required fees and processing timelines in advance of proposed work, should be factored into your construction cost and schedule accordingly. More detail can be provided as the application and details progress.
- The Proponent may contact Farah.Faroque@metrolinx.com with questions and to preliminarily assess if work permits/flagging/additional approvals/agreements may be required for this proposal.

Conditions of Approval:

- As Per Metrolinx's Adjacent Development Guidelines, derailment protection in the form of a safety barrier (e.g., Crash wall, earthen berm, etc.) is required for residential uses immediately adjacent to the rail corridor. For infill development, safety barriers are often infeasible. In these instances, the Proponent will be required to enter into an Infill Adjacent Development Agreement with Metrolinx. The Proponent may contact Farah.Faroque@metrolinx.com with any questions and for a copy of the Infill Adjacent Development Agreement.

- As per section 3.9 of the Federation of Canadian Municipalities and Railway Association of Canada's Guidelines for New Development in Proximity to Railway Operations, the Owner shall grant Metrolinx an environmental easement for operational emissions. The environmental easement provides clear notification to those who may acquire an interest in the subject property and reduces the potential for future land use conflicts. The environmental easement shall be registered on title of the subject property. A copy of the form of easement is included for the Owner's information. The applicant may contact Farah.Faroque@metrolinx.com with questions and to initiate the registration process. (It should be noted that the registration process can take up to 6 weeks).
- The Proponent shall provide confirmation to Metrolinx, that the following warning clause has been inserted into all Development Agreements, Offers to Purchase, and Agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the Railway Corridor:
  - **Warning:** Metrolinx and its assigns and successors in interest has or have a right-of-way within 300 metres from the subject land. There may be alterations to or expansions of the rail or other transit facilities on such right-of-way in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx to use the right-of-way or their assigns or successors as aforesaid may expand or alter their operations, which expansion or alteration may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual lots, blocks or units.

Should you have any questions or concerns, please do not hesitate to contact me.

Best regards,  
Farah Faroque  
Project Analyst, Third Party Projects Review  
Metrolinx  
10 Bay Street | Toronto | Ontario | M5J 2N8

### Form of Easement

WHEREAS the Transferor is the owner of those lands legally described in the Properties section of the Transfer Easement to which this Schedule is attached (the “**Easement Lands**”).

IN CONSIDERATION OF the sum of TWO DOLLARS (\$2.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Transferor, the Transferor transfers to the Transferee, and its successors and assigns, a permanent and perpetual non-exclusive easement or right and interest in the nature of a permanent and perpetual non-exclusive easement over, under, along and upon the whole of the Easement Lands and every part thereof for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Easement Lands at any time during the day or night (provided that doing so is not contrary to law applicable to Metrolinx) with noise, vibration and other sounds and emissions of every nature and kind whatsoever, including fumes, odours, dust, smoke, gaseous and particulate matter, electromagnetic interference and stray current but excluding spills, arising from or out of, or in connection with, any and all present and future railway or other transit facilities and operations upon the lands of the Transferee and including, without limitation, all such facilities and operations presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increases, enlargement and other changes to such operations.

THIS Easement and all rights and obligations arising from the above easement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective officers, directors, shareholders, agents, employees, tenants, sub-tenants, customers, licensees and other operators, occupants and invitees and each of its or their respective heirs, executors, legal personal representatives, successors and assigns. The covenants and obligations of a party hereto, if such party comprises more than one person, shall be joint and several.

Easement in gross.