

Attachment-4 Recommended Draft Plan Conditions

THAT the application from Zelinka Priamo Ltd., on behalf of the Owner, Guelph Watson Holdings Inc. for approval of a proposed Draft Plan of Subdivision applying to property municipally known as 115 Watson Parkway North and legally described as Part Lot 5, Concession 3, Division 'C' (City of Guelph), be approved, subject to the following conditions:

General Conditions

1. That this approval applies only to the Draft Plan of Subdivision prepared by Schaeffer Dzaldov Purcell Ltd., dated March 3, 2026, as shown in **Attachment A**, including 0.3 metre reserves.
2. The development of this subdivision shall follow the most recent version of the City of Guelph's Subdivision Assumption Guidance Manual, as amended from time to time, and all conditions and requirements outlined in the Manual shall be followed.
3. 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.
4. Prior to any Pre-Grading Works, the Developer shall obtain a Site Alteration permit, and shall fulfill the conditions outlined in the Site Alteration Permit and under Pre-Grading below.
5. Prior to any Pre-Servicing Works, the Developer shall enter into a Pre-Servicing Agreement with the City of Guelph, and fulfill the conditions outlined under Pre-Servicing and Start of Construction below.
6. Confirmation of the adequacy and availability of municipal servicing is not confirmed by the City of Guelph until such time as the Plan of Subdivision is registered. Any works completed by the Developer prior to the registration of the plan is at the Developer's sole risk.
7. 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.
8. Prior to any site works, the Developer shall submit a Phase One/I Environmental Site Assessment (ESA) in accordance with O. Reg. 153/04 or CSA Z768-00 standard, as appropriate, of the land to be developed and/or conveyed to the City. If potential environmental concerns are noted in the Phase One/I ESA report, the applicant shall complete and submit the following environmental works and reports to the satisfaction of the City:
 - Phase Two/II ESA and/or Supplemental Phase Two/II ESA reports prepared in accordance with O. Reg. 153/04 standard or CSA/industry

standard format, as appropriate, describing the current conditions of the land to be developed and/or conveyed to the City;

- All reports prepared in accordance with O. Reg. 153/04 standard or CSA/industry standard format to complete the remediation and/or risk assessment of the land to be developed and/or conveyed to the City; and
- Submit the MECP acknowledged Record of Site Condition (RSC) documentation, as applicable.
- All the environmental documents, where applicable, shall be certified by a Qualified Person (QP) and shall clearly state that the lands to be developed and/or conveyed to the City meet the applicable or site-specific standard(s) of the intended land use.

Pre-Grading

Conditions to be met prior to Pre-Grading (Site Alteration)

9. The Developer shall retain a qualified Environmental Inspector, satisfactory to the General Manager of Planning and Building 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 and tree protection measures on a weekly basis or more frequent basis. The environmental inspector shall report on their findings to the City on a monthly or more frequent basis.
10. The Developer shall obtain a Site Alteration permit in accordance with City of Guelph By-law (2016)-20097 (Site Alteration Bylaw) to the satisfaction of the City Engineer if grading/earthworks is to occur prior to entering into the subdivision agreement. All work on site is subject to and shall be implemented as per the conditions outlined within the Site Alteration Permit.
11. The Developer shall submit a detailed Stormwater Management Report and Plans to the satisfaction of the City Engineer, which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's Development Engineering Manual 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.
12. The Developer shall, as part of the aforementioned detailed Stormwater Management Report, address outstanding concerns including, but not limited to, in-situ infiltration testing, infiltration gallery design, uncontrolled drainage, and infiltration requirements including source, block targets, and central facility design.
13. The Developer shall submit a Hydrogeological Study, to the satisfaction of the City, outlining site specific groundwater information including, but not limited to, water balance, wellhead protection, infiltration testing results, and

groundwater separation details, per the City's Development Engineering Manual.

14. The Developer shall submit a Geotechnical Report to the satisfaction of the City Engineer which describes the potential impacts of groundwater and provides recommendations for pavement design, and pipe bedding for all proposed servicing work within the City's right-of-way.
15. The Developer shall demonstrate, to the satisfaction of the City, through the submission of a Hydrogeological Study, Geotechnical Investigation, and Stormwater Management Report/Plans, how the stormwater criteria will be met under post-development conditions, including required quality and quantity control, volume control, water balance, and infiltration requirements.
16. 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 site plan within the subdivision.
17. The Developer shall prepare an Erosion and Sediment Control Plan, satisfactory to the City Engineer, for the entire subdivision. Such a plan will detail all temporary and permanent control features, including construction, inspection, maintenance and removal specifications and requirements for all identified features.
18. The Developer shall prepare 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.
19. The Developer shall submit a Traffic Impact Study including to the satisfaction of the City Engineer and shall implement the recommendations of the Study to the satisfaction of the City Engineer.
20. 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.

Pre-Servicing

Conditions to be met prior to Pre-Servicing

21. The Developer acknowledges and agrees that Pre-Servicing construction works are at the Developer's sole risk and cost and is subject to requests for changes based on the City's review of incomplete items. All requested changes are at the Developer's expense.
22. The Developer shall enter into a Pre-Servicing Agreement with the City if servicing works are to occur prior to entering into the subdivision agreement. The Developer shall follow the requirements of the City's Subdivision Assumption Guidance Manual including, but not limited to, submitting to the

City all required securities and fees as determined by the City, a pre-servicing construction schedule, complete with a breakdown of subdivision construction works to be completed under the agreement, including any external works, and a detailed cost estimate for the works, all to the satisfaction of the City Engineer.

23. The Developer shall obtain a Site Alteration Permit in accordance with City of Guelph By-law (2016)-20097 (Site Alteration Bylaw) to the satisfaction of the City Engineer if grading/earthworks is to occur prior to entering into the subdivision agreement. Prior to starting site works, the Developer shall meet all conditions of the Permit and as listed under Start of Construction below.
24. The Developer shall have engineering drawings and final reports prepared for the approval of the City Engineer. These shall be to a level of completion deemed satisfactory to the City Engineer for pre-servicing, as per the City of Guelph Subdivision Assumption Guidance Manual.
25. The Developer shall provide the City an updated Functional Servicing Report outlining the servicing needs of each Block for water pressure and fire flows to the satisfaction of the City Engineer.
26. The Developer shall submit a detailed Stormwater Management Report and Plans to the satisfaction of the City Engineer which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's Development Engineering Manual 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.
27. The Developer shall, as part of the aforementioned detailed Stormwater Management Report, address outstanding concerns including, but not limited to, sufficiency of groundwater monitoring; limits of external drainage areas; stormwater management facility design, infiltration requirements including source, block targets and central facility design; complete groundwater monitoring and verification that groundwater separation requirements are met.
28. The Developer shall submit a Hydrogeological Study, to the satisfaction of the City, outlining site specific groundwater information including, but not limited to, water balance, wellhead protection, infiltration testing results, and groundwater separation details, per the City's Development Engineering Manual.
29. The Developer shall submit a Geotechnical Report to the satisfaction of the City Engineer, which describes the potential impacts of groundwater and provides recommendations for pavement design, and pipe bedding.
30. The Developer shall demonstrate, to the satisfaction of the City, through the submission of Hydrogeological Study, Geotechnical Investigation and Stormwater Management Report/Plans, how the stormwater criteria will be met under post-development conditions, including required quality and

quantity control, volume control, water balance, and infiltration requirements.

31. 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.
32. The Developer shall submit a Traffic Impact Study to the satisfaction of the City Engineer and shall implement the recommendations of the Study to the satisfaction of the City Engineer.
33. The Developer shall prepare an Erosion and Sediment Control Plan, satisfactory to the City Engineer, for the entire subdivision. Such a plan will detail all temporary and permanent control features, including construction, inspection, maintenance and removal specifications and requirements for all identified features.
34. The Developer shall prepare 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.

Execution of Subdivision Agreement

Conditions to be met prior to Execution of Subdivision Agreement

35. The Developer shall enter into a Subdivision Agreement with the City, and submit to the City all required securities and fees as determined by the City, to the satisfaction of the City Engineer. The Developer shall prepare and submit a construction schedule, complete with a breakdown of subdivision construction works to be completed under the agreement, including any external works, and a detailed cost estimate for the works. Prior to starting site works, the Developer shall meet all conditions listed under Start of Construction, below.
36. 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 municipal 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 sanitary services, storm services, water service, stormwater management features, walkways and road works including storm sewers, traffic signals, road widenings, sidewalks, boulevards and curbs, with the distance, size and alignment of such services to be determined by the City. This also includes the Developer paying the cost of the design, construction and removal of any works of a temporary nature including temporary turning circles, cul-de-sacs, sewers, stormwater management facilities, watermains and emergency accesses.
37. The Developer shall have all requested engineering drawings and final reports prepared to the satisfaction and approval of the City Engineer.

38. The Developer shall submit a detailed Stormwater Management Report and Plans to the satisfaction of the City Engineer which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with recognized best management practices, Provincial Guidelines, the City's Development Engineering Manual 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.
39. The Developer shall, as part of the aforementioned detailed Stormwater Management Report, address outstanding concerns including, but not limited to, limits of external drainage areas; infiltration requirements; complete groundwater monitoring and verification groundwater separation requirements are met.
40. The Developer shall submit a Hydrogeological Study to the satisfaction of the City, outlining site specific groundwater information including, but not limited to, updated water balance, infiltration testing results, and groundwater separation details, as per the City's Development Engineering Manual.
41. 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 detailed Block grading plan to be submitted prior to the issuance of Site Plan approval within the subdivision.
42. The Developer shall submit a Geotechnical Report to the satisfaction of the City Engineer which describes the potential impacts of groundwater and provides recommendations for pavement design, and pipe bedding.
43. The Developer shall demonstrate, to the satisfaction of the City, through the submission of Hydrogeological Study, Geotechnical Investigation and Stormwater Management Reports/Plans, how the stormwater criteria will be met under post-development conditions, including required quality and quantity control, volume control, water balance, and infiltration requirements.
44. The Developer shall submit a Traffic Impact Study to the satisfaction of the City Engineer and shall implement the recommendations of the Study to the satisfaction of the City Engineer.
45. The Developer shall submit a functional design for the intersection and ROW improvements required for the development to the satisfaction of the City Engineer. Details of required improvements are included in the final memo prepared by Engineering and Transportation Services dated March 6, 2026 and included in Attachment-14 to this report.
46. The Developer shall prepare an Erosion and Sediment Control Plan, satisfactory to the City Engineer, for the entire subdivision. Such a plan will detail all temporary and permanent control features, including construction, inspection, maintenance and removal specifications and requirements for all identified features.

47. The Developer shall prepare 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.
48. The Developer shall pay to the City the cost of installing bus stop pads at locations to be determined by Guelph Transit.
49. 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.
50. The Developer shall be responsible for the cost of development and implementation (including planting) of the Street Tree Planting Plan in accordance with City specifications. 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 street tree plan to the satisfaction of the City. The Developer shall warranty the trees for two winters (*replace "two winters" with "two full growing seasons" in 2018*). Replacement trees are to be warranted for (a) the remainder of the warranty period of the original tree or (b) an additional year, whichever is greater. Once the tree has been planted, the Developer shall provide the City with a certificate that certifies that the tree stock quality meets Canadian Nursery Landscape Association standards and that the tree has been planted following the City's Part B Specifications. The certificate must be certified by a landscape architect, certified arborist or professional forester (who must be a qualified member of the Ontario Professional Foresters Association). At the end of the warranty period (after the second winter) (*remove "after second winter" in 2018*), the Developer shall provide the City with a second certificate that certifies that the tree was cared for as per the approved watering and maintenance plan on the Street Tree Planting Plan and that the tree is free of defects and disease.
51. 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.
52. 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 Alectra Utilities.
53. The Developer shall place the following notifications in the City's subdivision agreement to be registered on title, and agrees that the same notifications shall be included in all offers of purchase and sale for all lots and/or dwelling units:
 - "Purchasers and/or tenants of units within Block 3 are advised that sump pumps will be required for every unit 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 discharge to a location acceptable to the City."

- “Purchasers and/or tenants of all units are advised that any fee paid by the purchaser to the Developer for the planting of trees on City boulevards in front of residential Block 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. The City shall not provide regular maintenance for trees planted on private property save and except any maintenance conducted pursuant to section 62 of the Municipal Act, 2001, c.25, as amended, and purchasers of all lots or units shall be obligated to maintain any tree on private property in accordance with and pursuant to the City of Guelph’s Property Standards By-law (2000)-16454, as amended.”
 - “Purchasers and/or tenants of all blocks 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.”
- 54.The Developer shall prepare and implement a construction traffic access 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.
- 55.The Developer shall retain a qualified Environmental Inspector, satisfactory to the City, 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. The Environmental Inspector shall report on their findings to the City.
- 56.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.
- 57.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.
- 58.The Developer shall stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the subdivision agreement on the block/lot so disturbed.
- 59.The Developer shall supply and erect street name and traffic control signs in the subdivision, to the satisfaction of the City.
- 60.The Developer shall acknowledge to complete a Detailed Noise Study for each Block at the time of Site Plan in accordance with the Guelph Noise Control Guidelines to the satisfaction of the City.

61. The Owner/Developer shall prepare an Environmental Implementation Report (EIR) based on the terms of reference to be approved by the City. The EIR must be reviewed and approved by the City. The EIR and other supporting documents must include details on all recommendations from the 115 Watson Parkway North, Revised Scoped Environmental Impact Study (North-South Environmental, 2024) and Natural Heritage-related conditions from the Ontario Municipal Board (OMB) settlement (2014), including but not limited to:

- a. Enhancement plantings within the buffer within Block 4. The EIS recommends that the 30m buffer along the riparian corridor of Clythe Creek be restored and enhanced with plantings.
 - The residential block property lines that abut the NHS (i.e., Blocks 3P and 3Q on Drawing RZ005 within the Planning Justification Report, 2024) should be a focus for vegetation plantings to buffer the effects of the development on the NHS as identified within the EIS.
- b. Enhanced Amphibian Movement Corridor. Details of the amphibian wildlife crossing under Watson Road North and wildlife exclusion fencing must be provided consistent with Guelph's Wildlife Crossing Guidelines 2023, as identified within the Environmental Impact Study and related Ontario Municipal Board conditions.
- c. Restoration details for the proposed amphibian pond plan, including pond depth, substrate, vegetation planting and habitat features.
- d. A rescue/relocation plan for species that are to be moved from the existing pond to the proposed constructed amphibian pond.
- e. Planting plan for the required sixty-two (62) compensation trees, as identified in the 115 Watson Parkway North, Arborist Report- Tree Inventory and Preservation Plan (North-South Environmental, 2025). Planting within and adjacent to the natural heritage features is supported. A tree-planting and enhancement plan must be provided that demonstrates how the compensation requirements will be met. Only native species shall be approved for planting within and adjacent to natural features. It should include a planting list specifying the size, species, and quantity of proposed plant material, along with the recommended planting layout and tree planting details.
- f. Monitoring plans for the above reference amphibian pond, amphibian crossing, buffer restoration planting and tree compensations.
- g. The EIR must include a timeline for the initiation and completion of restoration and monitoring activities. The timeline can be tied to other development stages and processes.

- h. A general construction dewatering plan must be provided as part of the EIR. The detailed construction dewatering plans can be deferred to the Site Plan stage if further block-specific information is required.
- 62. The Owner/Developer shall provide cost estimates for 100 per cent of the total cost of the restoration plantings, tree compensation planting, amphibian pond construction, amphibian movement corridor and monitoring activities and any other required action as determined through the Environmental Impact Report (EIR) and Tree Preservation Plan.
- 63. The Developer shall design the trail(s) in accordance with the Local Service Policy of the relevant City of Guelph's Development Charges Background Study that is in effect the time of the execution of the subdivision agreement. This shall include obtaining any required permits, submitting drawings for approval, identifying the trail system, 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 for approval completed by an Ontario Association of Landscape Architects (OALA) full member to the satisfaction of the Deputy CAO of Public Services.
- 64. 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 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".
 - b. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into Block 4 and Block 5".
 - c. "Purchasers and/or tenants of all lots or units are advised that a public trail will be installed in Block 4 in close proximity and that public access to this trail will occur within Block 5".
 - d. "Purchasers and/or tenants of all lots are advised that the Natural Heritage System Block 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 to support the open space function and public trail system."
 - e. "Purchasers and/or tenants of all lots are advised that the Park Block has been designed for active public use and may include sports fields, playgrounds, trails and other park amenities. Be advised that the City will carry out regular maintenance such as grass cutting. Periodic maintenance may also occur to support the park functions."
 - f. "Purchasers and/or tenants of all lots or units are advised that the boundaries of the natural heritage system, 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 adjacent to lot numbers XX.”

65. The Developer agrees to provide temporary signage describing the proposed park, heritage system, trail and required fencing on all entrance signs for the development, at the street frontage of park block 5 to the satisfaction of the Deputy CAO of Public Services.
66. The Developer further agrees that the proposed park block, natural heritage system block, trails and fencing be identified on any marketing or promotional materials.
67. The Developer agrees that the signage shall be erected when rough grading on any phase of the development lands has begun and must be maintained by the Developer until acceptance of the Blocks by the City. The signage shall:
 - a. Advise prospective purchasers of dwellings in the development of the type of park, natural heritage system, and trail and level of maintenance of these parcels of land by the City;
 - b. Clearly state that the maintenance of the park block, and natural heritage system are the responsibility of the Developer until such time as the City accepts the park block and natural heritage system, and
 - c. Clearly state that all questions relating to the maintenance of the park block, and natural heritage system be directed to the Developer.
 - d. The Developer’s contact information and the City’s contact information shall both be on the sign.
68. The Developer shall:
 - a. Not use land dedicated or transferred to the City for the purposes of parkland, open space, or natural heritage system for the depositing of waste, debris, tree debris such as stumps, wood, branches, topsoil, fill material or refuse obtained from the development of the Land, except with the prior approval in writing of the City and subject to such terms as may be required by the City, and
 - b. Not use land dedicated or transferred the City for the purposes of parkland, open space, or natural heritage system for the storing of equipment or stockpiling of any soils, materials, waste or debris, as an interim construction staging area or construction access.

Registration of the Subdivision Plan

Conditions to be met prior to Registration of the Subdivision Plan or any part thereof

69. The Developer shall obtain approval of the City with respect to the availability of adequate water supply and sewage treatment capacity.
70. The Developer shall enter into a Subdivision Agreement, to be registered on title, to the satisfaction of the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
71. The Developer shall pay any outstanding debts owed to the City.
72. The Owner/Developer shall implement the requirements of the approved EIR in accordance with the timeline set out in the EIR.
73. The Owner/Developer shall provide tree compensation in the form of sixty-two (62) replacement trees. Details on planting location are to be confirmed through the EIR.
74. The Owner shall provide either an irrevocable letter of credit or cash securities plus contingencies and HST for 100 percent of the costs of remaining EIR Restoration and Monitoring Activities (i.e., restoration plantings, tree compensation planting, amphibian pond construction, amphibian movement corridor construction and monitoring activities, etc.) to be held by the City as security for the completion of the EIR Restoration and Monitoring Activities to the satisfaction of the General Manager, Planning and Building Services.
 - a. The letter of credit or cash securities shall be kept in force until the completion of the EIR Restoration and Monitoring Activities. Securities will be reduced quarterly upon completion of the various elements of the EIR Restoration and Monitoring Activities to the satisfaction of the General Manager, Planning and Building Services.
 - b. In the event that the Owner fails to complete, to the satisfaction of the General Manager, Planning and Building Services, the EIR Restoration and Monitoring Activities, then it is agreed by the Owner that the City, its employees, agents or contractors may, at the City's sole option and in addition to any other remedies that the City may have, enter on the Lands and so complete the EIR Restoration and Monitoring Activities to the extent of monies received under the letter of credit or cash securities. In the event that there are EIR Restoration and Monitoring Activities remaining to be completed, the City may exercise its authority to have such EIR Restoration and Monitoring Activities completed and to recover the expense incurred in doing so in like manner as municipal taxes.
75. The Developer shall design the Basic Parkland Development for such phase in accordance with the Local Service Policy of the City of Guelph's Development Charges Background Study that is in effect the time of the execution of the Subdivision Agreement. This shall include the submission of drawings for approval by the City and the administration of the construction contract up to

assumption completed by an Ontario Association of Landscape Architects ("OALA") full member for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall submit an itemized cost estimate titled Open Space Works, prepared by an OALA full member. The Developer shall provide the City with satisfactory security to cover the City approved estimate for the cost of the Basic Parkland Development to the satisfaction of the Deputy CAO of Public Services. Basic Parkland Development includes:

- a. Servicing (water, hydro, stormwater, sanitary) connected to a point just inside the property line, catch basins, culverts, manholes and other drainage structures;
- b. Utilities (electrical, fibre/phone, meter and meter boxes) connected to a point just inside the property line
- c. Clearing and grubbing, only where impediments that would inhibit the suitability of parkland exist;
- d. Any other associated infrastructure (minor bridges and abutments, guard and handrails, retaining walls) as required to bring the land to a suitable level for development as a parkland;
- e. Topsoil stripping, rough grading, supply and placement of topsoil and engineered fill to required depths and fine grading, and sodding;
- f. Where parkland is divided between more than one development application or is part of more than one phased application within the same development parcel, temporary perimeter fencing where there is no permanent fence;
- g. Permanent perimeter fencing to City standard adjacent to all abutting lands, and
- h. Temporary park sign(s) advising future residents that the site is a future park.

76. Following the registration of the agreement and the registration of the plan, the Developer shall complete the Basic Parkland Development works within three years of the issuance of the first building permit in the phase in which the Park Block is located. If the Developer fails to meet this timing, the City may draw on the security to complete the works.

77. Forthwith following the registration of the Plan or any phase thereof, the developer shall grant and convey to the City an easement in gross in a form satisfactory to the City on and over all of the private roads identified as Block 3 on the Plan, or, in the event registration of the Plan occurs in phases, that portion of Block 3 on the Plan included in such phase, for the purposes of providing ingress and egress by City-authorized persons, vehicles, equipment and machinery necessary for operation, maintenance, and upkeep of the future park located in Block 5 and the Natural Heritage System Works. This condition shall be contained in the Subdivision Agreement.

78. The Developer shall design 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 for approval by the City and the administration of the construction contract up to assumption and to the end

of the warranty period completed by an OALA full member for approval to the satisfaction of the Deputy CAO of Public Services. Demarcation as per approved subdivision drawings shall be installed between Block 4 and Block 3, and between Blocks 5 and Block 3 but not along the street frontages, adjacent to the established property line, 0.15m within the City owned lands. The Developer shall provide the City with satisfactory security to cover the City approved estimate for the cost of implementation of the demarcation of all lands conveyed to the City.

79. The Developer agrees that demarcation of all lands conveyed to the City will be installed following final grading operations of the subdivision, and that all property lines are to be accurately surveyed and clearly marked in the field to the satisfaction of the Deputy CAO of Public Services.
80. The Developer shall design the Natural Heritage System Works of all lands conveyed to the City in accordance with the approved "Environmental Implementation Report", the Development Engineering Manual and the Park, Trail and Open Space Manual (the "Natural Heritage System Works") to the satisfaction of the Deputy CAO of Public Services OR Deputy CAO of Infrastructure, Development & Environment ("ID&E"). This shall include the submission of drawings and the administration of the construction contract up to assumption and the end of the warranty period completed by an OALA full member for approval to the satisfaction of the Deputy CAO of Public Services and Deputy CAO of ID&E. The Developer shall provide the City with satisfactory security to cover the City approved estimate for the cost of the Natural Heritage System Works for the City lands to the satisfaction of the Deputy CAO of Public Services and Deputy CAO of ID&E.
81. Following the registration of the agreement and the registration of the plan, the Developer shall complete the Natural Heritage System Works within three years of the issuance of the first building permit in the phase in which the Natural Heritage System are located. If the Developer fails to meet this timing, the City may draw on the security to complete the works.
82. Following the registration of the agreement and the registration of the plan, the implementation of Basic Parkland Development Works, and Natural Heritage System Works to be reviewed and accepted by the City, the Developer shall:
 - a. Upon completion the Park Block Works, and Natural Heritage System Works, the Developer must submit to the City a certification letter, site inspection report, and supporting documents prepared by an Ontario Association of Landscape Architects (OALA) full member. The documentation shall include:
 - Pre and post development topsoil composition and topsoil depth test results, with record of any soil remediation completed;
 - Certificate from an Ontario Land Surveyor that any fencing is installed 0.15m on the City side of the common property line;

- As-recorded drawings indicating spot elevations, contour lines, features on-site such as fences and location and size of underground services;
 - Upon completion of pre-grading and after final grading, the developer is to provide a survey plan, prepared by a registered Ontario Land Surveyor, describing the as-recorded topographic condition of the park and/or and natural heritage system. The survey is intended to demonstrate that the park and natural heritage system pre-grades reflect as closely as possible the intent and designed geodetic elevations of the subdivision engineer's grading and drainage plans.
 - Inspection report for structures and utility services, and results of compaction testing and material testing, and
 - Record that sod received two cuts.
- b. Submit a request to the City Park Planner to inspect the work. Should this inspection identify any deficiencies, then the City shall inform the Developer, who shall correct such deficiencies within 15 days, or other time as determined by the Park Planner.
 - c. Agree that preliminary acceptance of Basic Park Development, Natural Heritage System works, and Demarcation, as complete and the commencement of the two (2) year warranty period shall take place only after the City has accepted the correction of deficiencies identified in subsection 8.a., if any, and issued a written notice of the commencement of the warranty period.
 - d. Agree that 90% of the security can be released provided that the Basic Park Development, Natural Heritage System works, and Demarcation have been accepted as complete to the satisfaction of the Deputy CAO of Public Services;
 - e. Agree that at end of warranty period at Final Acceptance, the Developer must submit a certification letter and site inspection report prepared by an Ontario Association of Landscape Architects (OALA) full member, and a request to the City Park Planner to inspect the work. Should this inspection identify any deficiencies, then the City shall inform the Developer, who shall correct such deficiencies within 15 days, or other time as determined by the Park Planner.
 - f. Agree that where the Developer has failed to rectify deficiencies during the two (2) year warranty period and after receiving written notice by the City, the City may apply and use the security to carry out the works and,
 - g. Agree that upon the expiry of the warranty period, the remaining 10% of the security can be released provided that all deficiencies have been rectified to the satisfaction of the Deputy CAO of Public Services.

83. The Developer shall provide Public Services with As-Record Drawings in PDF and in either AutoCAD - DWG format or DXF format georeferenced in a UTM coordinate system containing the following final approved information: parcel

fabric, street network, grades/contours, fencing, and landscaping of the park, natural heritage system, as applicable.

84. At the time of registration of the plan, the Developer shall dedicate Block 5 as Parkland in accordance with the City's Official Plan Policies. This represents 11.66% of the developable area of the approved draft plan of subdivision 23T-25502 dated March 3, 2026.

85. The Developer agrees that the parkland dedication requirement has been based on the proposed residential/commercial/industrial use and calculated at a rate of:

- 11.66 per cent of the developable area of the approved draft plan, which constitutes one hectare per 600 units, as defined by the City of Guelph Parkland Dedication By-law and the Planning Act, up to a maximum of 15 per cent.

86. Prior to registration of the plan, the Developer shall provide Payment in-lieu of Parkland Conveyance for the balance of the development, in accordance with the City of Guelph Official Plan Policies.

87. The Developer agrees that the cash in lieu of parkland dedication requirement has been based on the proposed residential use and calculated at a rate of:

- 3.34 per cent of the developable area after land dedication, which constitutes one hectare per 1000 units, as defined by the City of Guelph Parkland Dedication By-law and the Planning Act, up to a maximum of 15 per cent.

88. Prior to registration of the plan, the Developer shall provide a satisfactory Comprehensive Appraisal Report prepared for the Corporation of the City of Guelph for the purposes of calculating the amount of payment in-lieu of parkland conveyance. The value of the land shall be determined as of the day before the day of the approval of the draft plan of subdivision. The comprehensive appraisal report shall be prepared by a qualified appraiser who is a member in good standing of the Appraisal Institute of Canada and shall be subject to the review and approval of the Deputy CAO of Public Services. Notwithstanding the foregoing, if the comprehensive appraisal provided by the applicant is not satisfactory to the Deputy CAO of Public Services, acting reasonably, the City reserves the right to obtain an independent appraisal for the purposes of calculating the amount of payment in-lieu of parkland conveyance.

Conditions to be met corollary to Registration of the Subdivision Agreement

89. The Developer shall ensure:

- 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, and other 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.

- That the Subdivision Agreement is registered on title for all blocks and any dwelling units, and shall ensure the required notifications on title are included in all offers of purchase and sale.

Construction

Conditions to be as part of all construction works

90. The Developer must apply to the City for approval to start work. As part of the application to proceed with construction, the City will require items detailed in the Subdivision Assumption Guidance Manual.
91. At the start-up of construction, the Developer is required to post signage, including signs indicating "Roads Not Assumed by the City – Use at Own Risk".
92. The Developer acknowledges and agrees that all requirements for construction, inspection, and Preliminary and Final Acceptance shall be as per the Subdivision Assumption Guidance Manual, to the satisfaction of the City Engineer.
93. 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.
94. The Developer shall retain a qualified Environmental Inspector, satisfactory to the City, 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. The Environmental Inspector shall report on their findings to the City.
95. 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.
96. 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.
97. The Developer shall stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the subdivision agreement on the block/lot so disturbed.
98. The Developer shall supply and erect street name and traffic control signs in the subdivision, to the satisfaction of the City.

99. The Developer shall be responsible for the cost of design, development and implementation (including planting) of the Street Tree Planting Plan in accordance with City specifications. 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 street tree plan to the satisfaction of the City. The Developer shall warranty the trees for two winters (*replace "two winters" with "two full growing seasons" in 2018*). Replacement trees are to be warrantied for (a) the remainder of the warranty period of the original tree or (b) an additional year, whichever is greater. Once the tree has been planted, the Developer shall provide the City with a certificate that certifies that the tree stock quality meets Canadian Nursery Landscape Association standards and that the tree has been planted following the City's Part B Specifications. The certificate must be certified by a landscape architect, certified arborist or professional forester (who must be a qualified member of the Ontario Professional Foresters Association). At the end of the warranty period (after the second winter) (*remove "after second winter" in 2018*), the Developer shall provide the City with a second certificate that certifies that the tree was cared for as per the approved watering and maintenance plan on the Street Tree Planting Plan and that the tree is free of defects and disease.
100. The Developer acknowledges and agrees that City staff may attend to the site during construction and may liaise with contractors, engineering consultants, developers, general public, and utility companies. The City may also check for compliance with City standard specifications, Occupational Health and Safety Act, OTM Book 7, Traffic Control Plans, Regional, Federal and Conservation Authority Requirements, adherence to design, and for compliance with any other applicable municipal requirements. The Developer, for himself, his heirs, executors, administrators, successors and assigns, including those working on behalf of the Developer, will not prevent City staff or their assigns in performing their work in accordance with this condition.
101. The Developer acknowledges and agrees that they shall be responsible to carry out construction and inspection works as per the Subdivision Assumption Guidance Manual to the satisfaction of the City Engineer.
102. The Developer acknowledges and agrees that all requirements for Preliminary and Final Acceptance shall be as per the Subdivision Assumption Guidance Manual, to the satisfaction of the City Engineer.

Conditions to be met prior to the Issuance of a Building Permit

103. Plan of Subdivision shall be registered.
104. All easements and conveyances shall be registered and are in favour of the City of Guelph.
105. The Developer has constructed all Stage 1A Services to the satisfaction of the City Engineer and has received preliminary acceptance.

106. Hydro servicing is complete and accepted. The Developer shall provide the City with written confirmation from the Engineering Department of Alectra Utilities that the subdivision hydro servicing has been completed to the satisfaction of Alectra Utilities.
107. All required erosion and sediment control measures are in place and correctly maintained.
108. 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.
109. 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.

Agency Conditions:

110. Prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority (GRCA).
 - a. A detailed storm water management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual".
 - b. A detailed environmental impact study.
 - c. Detailed lot grading, servicing and storm drainage plans.
 - d. 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.
 - e. The submission and approval of a permit under the Prohibited Activities, Exemptions and Permits Regulation from the GRCA prior to construction in a wetland and/or grading in a regulated area and/or construction of a stormwater management outlet in a regulated area.
110. The following items are to be addressed at the time of detailed design, prior to registration of the plan to the satisfaction of the Grand River Conservation Authority (GRCA).

- a. GRCA staff confirmed that topographical information in the civil plans is in the vertical datum CGVD28. The civil drawing notes must be revised to reflect this.
 - b. Detail sizing, depth and footprint of infiltration galleries, storage tanks and other LIDs are to be provided.
 - c. Conveyance of the regulatory storm must be demonstrated through the proposed development.
111. The following conditions are to be addressed to the satisfaction of the Upper Grand District School Board at the time specified in the condition:
- a. That Education Development Charges shall be collected prior to the issuance of a building permit(s).
 - b. That the developer shall agree, upon registration of the plan, to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DWG format containing parcel fabric and street network.
 - c. That the developer shall agree in the site plan agreement / condominium declaration that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.
 - d. That prior to registration of the plan of subdivision, the developer shall supply, erect, and maintain a sign (at its expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.
 - e. That the developer agrees 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:

"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."
 - f. That the developer shall agree in the site plan agreement / condominium declaration to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:

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

Notes: That this **Draft Plan Approval shall lapse** at the expiration of three (3) years from the date of issuance of Draft Plan approval.

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 65-67 have been satisfied.

Appendix A

Park and Trail Development - Terms and Conditions of Subdivision Agreement

1. On the later of the registration of the agreement or the plan, the Developer agrees to dedicate Block 5 as Parkland in accordance with the City's Official Plan Policies. This represents 11.66 per cent of the developable area of the approved draft plan of subdivision 23T-XXXX dated year-month-day
2. The Developer agrees that the parkland dedication requirement has been based on the proposed residential use and calculated at a rate of
 - 11.66 per cent of the developable area of the approved draft plan, which constitutes one hectare per 600 units, as defined by the City of Guelph Parkland Dedication By-law and the Planning Act, up to a maximum of 15 per cent
3. On the later of the registration of the agreement or the plan, the Developer agrees to Payment in-lieu of Parkland Conveyance for the balance of the development, in accordance with the City of Guelph Official Plan Policies.
4. The Developer agrees that the cash in lieu of parkland dedication requirement has been based on the proposed residential use and calculated at a rate of:
 - 3.78 per cent of the developable area after land dedication, which constitutes one hectare per 1000 units, as defined by the City of Guelph Parkland Dedication By-law and the Planning Act, up to a maximum of 15 per cent
5. The Developer shall grant and convey to the City an easement in gross in a form satisfactory to the City on and over all of the private roads identified as Block 3 on the Plan, or, in the event registration of the Plan occurs in phases, that portion of Block 3 on the Plan included in such phase, for the purposes of providing ingress and egress by City-authorized persons, vehicles, equipment and machinery necessary for operation, maintenance, and upkeep of the future park located in Block 5 and the Natural Heritage System Works.
6. The Developer agrees to include 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 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".

- b. "Purchasers and/or tenants of all lots or units abutting City owned lands are advised that no private gates will be allowed into Block 4 and Block 5".
 - c. "Purchasers and/or tenants of all lots or units are advised that a public trail will be installed in Block 4 in close proximity and that public access to this trail will occur within Block 5".
 - d. "Purchasers and/or tenants of all lots are advised that the Natural Heritage System Block 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 to support the open space function and public trail system."
 - e. "Purchasers and/or tenants of all lots are advised that the Park Block has been designed for active public use and may include sports fields, playgrounds, trails and other park amenities. Be advised that the City will carry out regular maintenance such as grass cutting. Periodic maintenance may also occur to support the park functions."
 - f. "Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space, natural heritage system, 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 adjacent to lot numbers XX."
7. The Developer agrees to provide temporary signage describing the proposed park, natural heritage system, trail and required fencing on all entrance signs for the development, at the street frontage of park block 5 to the satisfaction of the Deputy CAO of Public Services.
8. The Developer agrees that the proposed park block, natural heritage system block, trails and fencing shall be identified on any marketing or promotional materials.
9. The Developer agrees that the foregoing signage shall be erected when rough grading on any phase of the development lands has begun and must be maintained by the Developer until acceptance of the Blocks by the City. The signage shall:
- a. Advise prospective purchasers of dwellings in the development of the type of park, natural heritage system, and trail and the level of maintenance of these parcels of land by the City;
 - b. Clearly state that the maintenance of the park block, and natural heritage system are the responsibility of the Developer until such time as the City accepts the park block and natural heritage system, and

- c. Clearly state that all questions relating to the maintenance of the park block, and natural heritage system be directed to the Developer.
- d. The Developer's contact information and the City's contact information shall both be on the sign.

10. The Developer shall:

- a. Not use land dedicated or transferred to the City for the purposes of parkland, open space, natural heritage system for the depositing of waste, debris, tree debris such as stumps, wood, branches, topsoil, fill material or refuse obtained from the development of the Land, except with the prior approval in writing of the City and subject to such terms as may be required by the City, and
- b. Not use land dedicated or transferred the City for the purposes of parkland, or natural heritage system for the storing of equipment or stockpiling of any soils, materials, waste or debris, as an interim construction staging area or construction access.

Following Registration of the Agreement and the Registration of the Plan

- 1. The Developer shall complete the approved Basic Parkland Development design, and The Developer shall complete the Basic Parkland Development works within two years of the issuance of the first building permit in the phase in which the Park Block is located. If the Developer fails to meet this timing, the City may draw on the security to complete the works.
- 2. The Developer shall complete the Natural Heritage System Works within two years of the issuance of the first building permit in the phase in which the Natural Heritage System is located. If the Developer fails to meet this timing, the City may draw on the security to complete the works.
- 3. The Developer agrees that fencing will be installed following final grading operations of the subdivision, and that all property lines are to be accurately surveyed and clearly marked in the field to the satisfaction of the Deputy CAO of Public Services.
- 4. The Developer agrees that during the period between start of construction of any phase of the subdivision and preliminary acceptance of Basic Park Development, and Natural Heritage System works, including but not limited to Demarcation, the Developer shall maintain or cause to be maintained, all surface and landscaping works and every part thereof in acceptable order and in good repair. Any phase of the subdivision shall be kept free off:
 - a. Object or condition that may create a health, fire or accident hazard;

- b. Noxious weeds, as defined in accordance with the provisions of the Weed Control Act R.S.O. 1990 Chapter W.S, or any successor thereof, that directly affect lands used for industries of agriculture and horticulture;
 - c. weeds or grass that are more than 20 centimeters (8 inches) in height;
 - d. Dilapidated or collapsed structure;
 - e. Dead or decaying tree, shrub or brush that creates an unsafe condition;
 - f. hedge, tree or branch located on private property that is likely to hinder pedestrian traffic on a public sidewalk;
 - g. Unstable soil and erosion;
 - h. Ponding of water, unless designed for such use;
 - i. Refuse, garbage, rubbish, salvage or other debris;
 - j. animal excrement.
5. Implementation of Basic Parkland Development Works, and Natural Heritage System Works, to be reviewed and accepted by the City, the Developer shall:
- a. Upon completion of works for the Park Block and Natural Heritage System, the Developer must submit to the City Park Planner a certification letter, site inspection report, and supporting documents prepared by an Ontario Association of Landscape Architects (OALA) full member. The documentation shall include:
 - Pre and post development topsoil composition and topsoil depth test results, with record of any soil remediation completed;
 - Certificate from an Ontario Land Surveyor that any fencing is installed 0.15m on the City side of the common property line;
 - As-recorded drawings indicating spot elevations, contour lines, features on-site such as fences and location and size of underground services;
 - Upon completion of pre-grading and after final grading, the developer is to provide a survey plan, prepared by a registered Ontario Land Surveyor, describing the as-recorded topographic condition of the park and natural heritage system. The survey is intended to demonstrate that the park and natural heritage system pre-grades reflect as closely as possible the intent and designed

geodetic elevations of the subdivision engineer's grading and drainage plans.

- Inspection report for structures and utility services, and results of compaction testing and material testing, and
 - Record that sod received two cuts.
- b. Submit a request to the City Park Planner to inspect the work. Should this inspection identify any deficiencies, then the City shall inform the Developer, who shall correct such deficiencies within 15 days, or other time as determined by the Park Planner.
6. Agree that preliminary acceptance of Basic Park Development and Natural Heritage System works, including but not limited to Demarcation, as complete and the commencement of the two (2) year warranty period shall take place only after the City has accepted the correction of deficiencies identified in subsection 6.a., if any, and issued a written notice of the commencement of the warranty period.
7. Agree that 90% of the security can be released provided that the Basic Park Development, Open Space and Natural Heritage System works, Stormwater Management Facility Landscaping works and Demarcation have been accepted as complete to the satisfaction of the Deputy CAO of Public Services;
8. Agree that after preliminary acceptance of Basic Park Development, and Natural Heritage System works, including but not limited to Demarcation, as complete and the commencement of the two (2) year warranty period shall take place and the City shall assume responsibility for general maintenance (unless otherwise indicated by the development agreement, an Environmental Impact Study, or an Environmental Site Assessment) of the works including:
- a. Removal of Noxious weeds, as defined in accordance with the provisions of the Weed Control Act R.S.O. 1990 Chapter W.S, or any successor thereof, that directly affect lands used for industries of agriculture and horticulture;
 - b. Mowing of weeds or grass that are more than 20 centimeters (8 inches) in height;
 - c. Watering of trees
 - d. Removal of dead or decaying tree, shrub or brush that creates an unsafe condition;
 - e. Removal or trimming of a hedge, tree or branch located on private property that is likely to hinder pedestrian traffic on a public sidewalk;

- f. Removal of Refuse, garbage, rubbish, salvage or other debris;
 - g. Removal of animal excrement.
9. Agree that at end of warranty period at Final Acceptance, the Developer must submit a certification letter and site inspection report prepared by an Ontario Association of Landscape Architects (OALA) full member, and a request to the City Park Planner to inspect the work. Should this inspection identify any deficiencies, then the City shall inform the Developer, who shall correct such deficiencies within 15 days, or other time as determined by the Park Planner.
 10. Agree that where the Developer has failed to rectify deficiencies during the two (2) year warranty period and after receiving written notice by the City, the City may apply and use the security to carry out the works and,
 11. Agree that upon the expiry of the warranty period, the remaining 10 per cent of the security can be released provided that all deficiencies have been rectified to the satisfaction of the Deputy CAO of Public Services.
 12. Agree that at end of warranty period at Final Acceptance, the City shall take over maintenance activities such as mowing, weeding, watering, snow removal, waste removal, invasive species control and playground inspections during the warranty period. Any deficiencies identified during the warranty period are to be corrected by the developer before the warranty period expires.

Attachment 'A' – Draft Plan of Subdivision

