

BRIEF OF THE RESPONDENT

ISSUER OF LICENCES

APPEAL BY PAISLEY & WHITE LAW INC. and
PRAMILA NEPALI

BEFORE THE BUSINESS LICENCE APPEALS
COMMITTEE OF THE CITY OF GUELPH

MARCH 24, 2026

OVERVIEW OF THE POSITION OF THE ISSUER OF LICENCES ON THIS APPEAL

1. The City's Business Licence By-law (2009)-18855 ("Business Licence By-law"), in section 28, stipulates that the Issuer of Licences may refuse to issue or renew a Business Licence under any of the following circumstances:

- a) if all Inspections required pursuant to this By-law have not been completed and passed;
- b) where the conduct of the Applicant or Licensee, including the conduct of any officer, director, employee or agent of an Applicant or Licensee affords reasonable cause to believe that the Applicant or Licensee will not carry on or engage in the Business in accordance with the law or with honesty and integrity;
- c) where the issuance of the Business Licence, or renewal of the Business Licence, would be contrary to the health, safety or wellbeing of people in the City of Guelph;
- d) where the Applicant or Licensee has past convictions under this Bylaw, or any other By-law, statute or regulation relating to the Business;
- e) where the Applicant or Licensee is carrying on an activity in relation to the Business that is, or will be , if the Applicant is licensed , in contravention of this By-law or any other By-law, statute or regulation;
- f) where it is determined that the Business does not comply with applicable legislation such as but not limited to the Building Code, and Building Code Act, Fire Protection and Prevention Act, Health Protection and Promotion Act, and the Property Standards By-law;
- g) where there is a Court order, or any federal or provincial order ceasing the activity of the Business;
- h) where a Business has ceased to operate or,
- i) upon such other grounds as are set out in this By-law.

2. On behalf of the Issuer of Licences, it is submitted that subsections (b), (e), and (f) of this list are directly engaged.

3. Schedule "11" of the Business Licence By-law further provides, at section 4:

4. *In addition to all other requirements of this By-law, every Private Parking Agent seeking to obtain or holding a valid Business Licence must:*

- (e) *Ensure that parking enforcement conducted by the Private Parking Agent of the said property is only conducted under the provisions of City of Guelph By-laws regulating parking.*

4. On behalf of the Issuer of Licences, it is submitted that “provisions of City of Guelph By-laws regulating parking” include both the Private Property Parking By-law (1997)-15402 (“Private Parking By-law”) and the minimum parking requirements contained in the City’s Zoning By-law (2023)-20790 (“Zoning By-law”). The Applicant must, therefore, ensure that any private parking enforcement business is carried out in accordance with both, and it is a valid and necessary concern of the Issuer of Licences to ensure that issuing or renewing a licence does not create or condone a breach of law.

5. Section 5(3) of the Private Parking By-law provides that parking infraction notices can only be issued by “a police officer, a by-law enforcement officer employed by the City, or an agent duly appointed by the City.” The mechanism for that duly appointed agent is the Private Parking Agent licence under the Business Licence By-law. The licence holder exercises delegated regulatory power, and is not merely acting as the enforcer of any private contractual rights of the property owner. It should be further noted that section 3(1) of the Private Parking By-law provides that “No person shall park or leave any vehicle on private property without the consent of the owner **or of the occupant** of such property” [emphasis added].

6. It is notable that although Ms. Nepali has applied for a licence as an individual, she has done so on behalf of a specific Business and in respect of a particular property. Indeed, Schedule 11 under which the licence for a private parking agent is sought specifically notes that “a Business License issued for a Private Parking Agent shall apply only to the property or properties identified in the application and set out in the Licence”.

7. It is the Property and actions of Paisley & Whitelaw which is the owner of that Property, not those of Ms. Nepali, which is the problem. The Property, as evidenced by outstanding compliance notices, has been and remains in material non-compliance with the parking requirements under the applicable Zoning By-law. Paisley & Whitelaw’s outstanding defiance of the Tribunal Order is acknowledged in the Appeal Letter submitted on behalf of Ms. Nepali and her employer, Paisley & Whitelaw Inc.

8. Specifically, the Property and Paisley & Whitelaw are subject to an Order of the Ontario Land Tribunal which requires the following:

- (1) A minimum of 377 parking spots until August 6, 2026 and thereafter a minimum of 420 spots;
- (2) Parking for legal residents and their guests; and
- (3) Unrestricted ingress and egress from said parking lot.

9. The Appellant has acknowledged in writing that the minimum parking has not been provided and maintained. In the Application, the Appellant has also expressly proposed parking rules which will preclude the issuance of any guest parking passes even though the 377 number fixed by the Tribunal is inclusive of both residential and visitor parking.

10. The evidence to be presented to the Appeals Committee will further establish that onsite parking is not adequately delineated to permit orderly parking in designated parking spots and that recurrent maintenance concerns have exacerbated the undercapacity. This is in contravention of s. 4(b) of Schedule “11” to the Licensing By-law which requires that an applicant “Ensure that the private property is signed to indicate the parking regulations to the satisfaction of the City of Guelph prior to the issuance of Parking Infraction Notices.”

11. Under these circumstances, specifically the illegal undercapacity of the parking lot and Paisley & Whitelaw’s defiance of the Tribunal’s direction to facilitate visitor parking to the degree that one space per unit is not required by unitholders, issuing defensible parking tickets other than for matters like blocking fire routes at the Property is not viable. Tickets would be invalid on their face because the individuals were not given an opportunity to obtain a valid pass for an adequately sized parking lot. This will either clog the system or lead to Guelph residents and visitors being coerced into paying fines that are not appropriate.

12. Paisley & Whitelaw has been in knowing contravention of the zoning by-law for more than six months. They have taken no steps to address the shortfall in on-site parking which they advised the Tribunal they had the capacity to provide and executed site plan agreements with the City in support of such plans.

13. It is surely a valid and indeed a necessary exercise of the discretion of the Issuer of Licences to avoid making the City a party to ongoing infractions and using tickets issued in the City’s name as a means of harassing guests who have no legal means of obtaining valid passes. Paisley & Whitelaw assured the Ontario Land Tribunal that it could and would provide 377 parking spaces and yet it has never done so – it has reduced, not increased the parking capacity. Unless or until that deficiency is addressed it is wholly inappropriate to licence anyone – Ms. Nepali included – to issue tickets at that property.

14. Paisley & Whitelaw and Ms. Nepali will be free to re-apply when these infractions have been addressed, which application should contain Rules consistent with the terms of the Ontario Land Tribunal’s Order.

Evidence on behalf of the Issuer of Inspections will be offered by Cory McKeown, who carried out the most recent set of licensing inspections prior to the issuance of the refusal,

and Mr. McKeown and/or counsel to the Issuer of Inspections will be pleased to answer any questions from the Committee in respect of this position.

February 6, 2026

Paisley & Whitelaw Inc.
401 Fountain St N.
Cambridge ON N3H 1H7

RE: 201 Elmira Road S. - Number of Temporary Required Parking Spaces

A Zoning By-law inspection conducted on January 21, 2026, by Building Services at 201 Elmira Road S. has confirmed that the minimum required temporary parking spaces are not being provided on this overall property which contains buildings addressed at 1098 Paisley Road, 181 Elmira Road S., and 191 Elmira Rd. S. This is a violation of the Zoning By-law and the Ontario Land Tribunal Case No. OLT-24-001002 decision dated August 6, 2025, which varies Section 4.13.4.3 of Zoning By-law (1995)-14864 and Section 5.5 of City of Guelph Zoning By-law (2023)-20790, as amended, which states:

Ontario Land Tribunal decision file No. 24-001002 requires a minimum of 377 spots are to be provided generally in the location shown on the Site Plan prepared by ABA Architects (SP-1), dated November 25, 2024

Zoning By-law No. (1995)-14864, as amended
Section 4.13.4.3, varied by Ontario Land Tribunal decision file No. 24-001002 requires:

A temporary minimum required parking supply of 377 spaces, until 12 months after the date that the Tribunal Decision is issued (August 6, 2026).

Note: After which the permanent parking requirements are to be provided.

and

Zoning By-law (2023)-20790, as amended
Section 5.5, Table 5.3, Row 2, varied by Ontario Land Tribunal decision file No. 24-001002 requires:

City Hall
1 Carden St
Guelph, ON
Canada
N1H 3A1

T 519-822-1260
TTY 519-826-9771

guelph.ca

A temporary minimum required parking rate of 377 spaces, until 12 months after the date that the Tribunal Decision is issued (August 6, 2026). "This is contingent upon Zoning By-law No. (2023)-20790's parking regulations coming into force and effect for the Subject Property"

Section 5.5(a) Off-street parking spaces for all uses on lots in zones excluding downtown zones shall be provided in accordance with Table 5.3.

Table 5.3 Row 2 Apartment building – Minimum required - For the first 20 dwelling units: 1.5 spaces per dwelling unit, and for each dwelling unit in excess of 20: 1.25 spaces per dwelling unit. A minimum of 20% of the required parking spaces shall be for the use of visitor parking

Note: After August 6, 2026, the permanent parking requirements are to be provided.


As the property owner, the following option is available to gain compliance:

1. Increase the number of temporary parking spaces on the property to 377 temporary parking spaces to meet the requirements of the Ontario Land Tribunal decision file No. 24-001002

The City of Guelph is requesting action be taken in order to correct this violation no later than **April 6, 2026**. Should this violation not be corrected by April 6, 2026, legal action may commence.

Should you require further clarification I may be reached at the contact information listed below. Thank you for your anticipated co-operation in this matter.

Sincerely,



Bruce Aubrey
Zoning Inspector II

Building Services
Location: 1 Carden Street – 3rd Floor

T 519-837-5615 x 2340
E bruce.aubrey@guelph.ca

Cc:

SUN LIFE ASSURANCE COMPANY OF CANADA
227 King Street South P.O. Box 1601, Station Waterloo
Waterloo, Ontario, N2J 4C5
Attention: Commercial Mortgages

KINGSETT MORTGAGE CORPORATION
Scotia Plaza, 40 King Street W,
Suite 3700, P.O. Box 110,
Toronto, ON M5H 3Y2

TRAVELERS INSURANCE COMPANY OF CANADA
165 University Avenue
Toronto, ON M5H 3B9

26 Initial Complaint Inspection - 201 Elmira Rd S - 26 000093 000 00 CZ

DATE	USER	COMMENTS	RESULT
Jan 9, 2026 15:28:27	Bruce Aubrey	inspection with Kelly P. Upon arrival to the parking lot, i noted that the entrance looked a little small - only one way traffic access. The parking lot going towards the rear had very large pot holes in the ice. The depth looked to be approx 6 inches. Upon getting to the rear of the lot i noticed that the roads and parking spaces began to get extremely icy. upon getting out of my vehicle, i had trouble standing due to the ice. the parking lot is on a slope, the ground was wet due to rain and was very slippery to the point where i would stand and slide down the slope. I saw multiple vehicles back out of their spaces and not get traction right away due to ice - there was no salt or gravel. Due to safety concern, inspection was cancelled and will be rebooked due to high chance of slip and fall. photos taken of lot as there were cars parked in all directions all over lot. construction fence was on an angle and went to approx edge of apartment - vehicles also parking up and down the laneway right in front of the buildings parallel with the building.	Office Work
Jan 9, 2026 15:32:42	Bruce Aubrey	emailed the Ps dept to request they review the lot due to safety concern to see if it is a PS violation that needs to be addressed - sent them photos as well.	Office Work
Jan 22, 2026 16:24:47	Bruce Aubrey	inspection - observed location on where vehicles are parking - i will mark up site plan to show location and which spaces are not present based on layout of the lot - will review number of parking spaces	Office Work
Jan 23, 2026 15:51:37	Bruce Aubrey	reviewed site plan in relation to onsite inspections and confirmed due to construction fencing and snow placement which is outside designated area - they have removed 106 spaces - site plan was approved based on required parking spaces pre-OLT decision - therefore the property doesnt comply	Valid

























City of Guelph
Bylaw Violation Notice



Location: 201 Elmira Rd S Guelph ON
DIV E CON 2 PT LOTS 2 & 3, RP 61R8581 PART
1 SAVE AND EXCEPT RP 61R8682 PART 6

Folder No: 26 000129 CM
Notice Issued: January 14, 2026

Violation: WALKWAYS/DRIVEWAYS

Owner(s):

Paisley & Whitelaw Inc
RT Office
401 FOUNTAIN ST N
CAMBRIDGE ON N3H1H7
CAN

Date of Inspection : January 13, 2026

DESCRIPTION OF REQUIRED ACTION

As the result of an inspection conducted at 201 Elmira Rd S in the temporary parking area, and in accordance with City of Guelph Yard Maintenance By-law (2008)-18552, you shall:

1. All steps, pedestrian walkways, driveways, parking spaces and other similar areas on their land are maintained so as to afford clear, unobstructed and safe passage by pedestrians and vehicles; as per section 3.2.1

NOTE: SPECIAL EMPHASIS PLACED ON THE PARKING SPACES WHICH DO NOT APPEAR TO HAVE BEEN TREATED IN ANY FORM.

The owner may object to the contents of this notice; You may register the contents of your objection to the Manager, Corporate and Community Safety Division, Operations Department, c/o Property Standards, City of Guelph, 1 Carden Street, Guelph, ON, N1H 3A1 or by email to propertystandards@guelph.ca before the compliance date.

The above noted violation(s) must be rectified by January 18th 2026, after which time further action may be taken without notice, including, but not limited to:

1. Prosecution in Provincial Offences Court; and / or,
2. The remedial work may be undertaken by the City or its Agents. The Owner will be responsible for all costs incurred, including administration fees.

Stephen W. Jamieson, B.A, CPSO, BCQ | Property Standards Inspector II
Corporate and Community Safety Division | Operations Department
City of Guelph

T 519-822-1260 x 2199 | F 519-822-1751
E stephen.jamieson@guelph.ca

Properties

PIN 71254 - 0843 LT
Description PART LOTS 2 AND 3, CON 2, DIV E, TWP OF GUELPH, PART 1, 61R8581 EXCEPT PART 6, 61R8682 AND PARTS 2 AND 3, 61R21408; SUBJECT TO AN EASEMENT IN GROSS AS IN WC682931; SUBJECT TO AN EASEMENT IN GROSS AS IN WC695033; CITY OF GUELPH
Address GUELPH

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF GUELPH
Address for Service 1 Carden Street
Guelph ON N1H 3A1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Kimberly Mercado 1 Carden St. acting for Signed 2023 03 28
Guelph Applicant(s)
N1H 3A1

Tel 519-837-5637

Fax 519-822-0705

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE CITY OF GUELPH 1 Carden St. 2023 03 28
Guelph
N1H 3A1

Tel 519-837-5637

Fax 519-822-0705

Fees/Taxes/Payment

Statutory Registration Fee \$69.00

Total Paid \$69.00

SITE PLAN CONTROL AGREEMENT

This Agreement made this 27 day of March, 2023.

B E T W E E N:

PAISLEY & WHITELAW INC.

(the "Owner")

AND

THE CORPORATION OF THE CITY OF GUELPH

(the "City")

AND

SUN LIFE ASSURANCE COMPANY OF CANADA

(the "Mortgagee")

AND

KINGSETT MORTGAGE CORPORATION

(the "Mortgagee")

AND

TRAVELERS INSURANCE COMPANY OF CANADA

(the "Mortgagee")

WHEREAS:

- A. The Owner is the registered owner of the lands and premises municipally known as 201 Elmira Road South and legally described as Part Lots 2 and 3, Concession 2, Division E, (formerly Township of Guelph), designated as Part 1, Reference Plan 61R8581 save and except Part 6, Reference Plan 61R8682 and Parts 2 and 3, Reference Plan 61R21408; City of Guelph (the "Lands").
- B. The Owner proposes to develop Phase 2 - with a parking structure and apartment building (Building C) (the "Development") as shown on the plans, drawings and reports listed in section 2 of this Agreement.
- C. The Owner covenants that the following encumbrance is the only encumbrance registered upon or otherwise affecting the title to the Lands and that no other encumbrance shall exist prior to registration of this Agreement upon the title to the Lands:

- (1) A Charge/Mortgage in favour of Sun Life Assurance Company of Canada registered in the Land Registry Office for the Land Titles Division of Wellington as Instrument No. WC677001 on June 22, 2022 and a Notice of Assignment of Rents registered as Instrument No. WC677002 on June 22, 2022.
 - (2) A Charge/Mortgage in favour of Kingsett Mortgage Corporation registered in the Land Registry Office for the Land Titles Division of Wellington as Instrument No. WC677003 on June 22, 2022 and a Notice of Assignment of Rents registered as Instrument No. WC77004 on June 22, 2022.
 - (3) A Charge/Mortgage in favour of Travelers Insurance Company of Canada registered in the Land Registry Office for the Land Titles Division of Wellington as Instrument No. WC677005 on June 22, 2022.
- D. The City requires the submission of plans and the execution of this Agreement pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "*Planning Act*") and City By-law (1986)-12024, as amended, prior to the development of the Lands.
- E. Subsection 41(10) of the *Planning Act* provides for the registration of Site Plan Agreements on title to the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties covenant and agree as follows:

RECITALS

1. The foregoing recitals are true and accurate and the terms defined therein shall bear the meanings indicated throughout this Agreement.

PLANS, DRAWINGS AND REPORTS

2. The following plans, drawings and reports shall be deemed to be a part of this Agreement and are filed in the office of the General Manager of Planning and Building Services at the City under File No. SP22-096:
 - SP-1 – Phase II Overall Site Plan
 - SP-2 - Phase II Site Plan
 - SP-3 – Phase II Site Plan
 - TGP-2 – Phase II Traffic Geometric Plan
 - A1.1 – Parking Garage P1 Level Plan
 - A1.2 – Parking Garage P2 Level Plan
 - A1.3 – Parking Garage P3 Level Plan
 - A1.4 – Parking Garage P4 Level Plan
 - A1.5 – Parking Garage P5 Level Plan

- EP-1.1 – Elevations – Amenity Buildings
 - FP1.1 – Floor Plan – Amenity Buildings (Bicycle Parking)
 - EP-1.2 – Elevations – Amenity Buildings
 - EP-1.3 - Elevations – Amenity Buildings
 - EP-3.4 – Parking Garage Elevations
 - EP-1.2 – Cross Sections (Parking Garage)
 - EP-1.1 – Building C Cross Sections and Angular Planes
 - EP-3.1 – Building C Elevations
 - EP-3.2 – Building C Elevations
 - EP3-3 – Building C – Bird Friendly Compliance Diagram
 - E0.1 – Site Lighting Plan (Photometric Plan Phase II)
 - E0.2 – Lighting Schedule and Details
 - TPP-1 – Phase 1 Tree Protection Plan & Phase 2 Landscape Plan
 - LP-1 PH 2 – Phase 2 Landscape Plan
 - LP-2 PH 2 – Phase 2 Landscape Details
 - LP-3 PH 2 – Phase 2 Landscape Details
 - LP-4 PH 2 – Phase 2 Landscape Details
 - RP-2A – Phase 2 Site Preparation Plan 1
 - RP-2B – Phase 2 Site Preparation Plan 2
 - SSP-2A – Phase 2 Servicing Plan 1
 - SSP-2B – Phase 2 Servicing Plan 2
 - GP-2A – Phase 2 Grading Plan 1
 - GP-2B – Phase 2 Grading Plan 2
 - DN-2 – Notes & Details
 - WMP – Phase II Waste Management Plan (Includes amendment to Building B)
 - Waste Management Plan and Source Separation Commitment, dated June 29, 2022 (includes Buildings A, B & C)
 - Salt Management Plan Report Addendum #3, prepared by Development Engineering (London) Limited, dated October 26, 2022
 - Storm Water Management Report Addendum #4, prepared by Development Engineering (London) Limited, dated December 14, 2022
3. In the event of a conflict between the plans, drawings and reports as listed in section 2 of this Agreement and any other plans, drawings and reports, the plans, drawings and reports as listed in section 2 and stamped "final approval" once final approval has been given by the City shall prevail (subject to any subsequent minor revisions to the same as approved in writing by the City in its sole and absolute discretion).

PROHIBITION

4. The Owner agrees that no development or redevelopment will proceed or take place on the Lands except as shown on plans, drawings and specifications approved by the City's General Manager of Planning and Building Services (hereinafter referred to as the "Site Development Plans"). For the purposes of this Agreement, "development" and "re-development" shall have the same meaning as prescribed at section 41 of the *Planning Act*.

CONFORMITY WITH SITE DEVELOPMENT PLANS AND CONDITIONS

5. The Owner shall develop the Lands substantially in accordance with the Site Development Plans, and the terms and conditions of this Agreement (including any schedules attached hereto).

CERTIFICATES

6. The Owner shall submit a letter certified by a Professional Engineer confirming that all engineering on-site works are completed in accordance with the Site Development Plans.

SECURITY

7. As a condition of approval of any Site Development Plans, the Owner shall provide the City with financial security in the amounts set out in Schedule "A" and in a form satisfactory to the City ("Security"), for the work as specified in Schedule "A" ("Secured Work"). The Security shall remain in effect until the Secured Work to which such Security relates has been completed in accordance with the requirements of this Agreement. In the event the Owner does not comply with the requirements related to the Secured Work under this Agreement, the City shall have, after any applicable notice and curative periods under this Agreement have expired, the right to draw on the Security for such Secured Work, in whole or in part, from time to time, retain the money secured by such Security and apply such money for the sole purpose of completing the Secured Work to which the Security relates.

RELEASE OF SECURITY

8. Upon certification by the City that all conditions imposed by this Agreement relating to any Secured Work have been satisfied, and provided the Owner is not in default with respect to any other provisions of this Agreement, the Owner shall be entitled to the release of the balance of the Security held by the City at the time of such certification in respect of such Secured Work. The City shall not be required to refund or account for any Security utilized by the City as a result of any default by the Owner under the provisions of this Agreement. If, in the opinion of the City, the amount of the Security should be reduced to reflect partial completion of the Secured Work, the Owner may substitute a Security in the reduced amount and the City will return the earlier issued security in its possession to the Owner.

CONSULTANTS

9. The Owner shall retain the services of appropriate professional consultants which may include an architect, an engineer and a landscape architect, to supervise the installation and construction of the Development and to maintain records of the same, which records shall be made available to the City upon request, and to provide certifications to and as required by the City.
10. Immediately upon request by the City, the Owner shall advise the City in writing of the names of and contact information for its professional consultants and shall thereafter advise the City in writing of any change in the names of or contact

information for its professional consultants within ten (10) days of any such change.

11. Upon completion of the Development, the Owner shall cause its professional consultants to certify to the City that the Development have been completed in accordance with the plans, drawings and reports listed in section 2.
12. If, following receipt of the certifications referred to in section 11 of this Agreement, the City inspects the Lands and finds deficiencies of any nature whatsoever, the City shall notify the Owner, and the Owner shall remedy such deficiencies and shall cause its professional consultants to provide further certifications confirming that the deficiencies have been remedied.

GUIDELINES AND STANDARDS

13. Unless otherwise specified on the plans, drawings and reports listed in section 2, the Owner shall install and construct the Development in accordance with the guidelines of the City, Grand River Conservation Authority and any provincial or federal laws, regulations and standards.

CONSTRUCTION

14. The Owner shall undertake all construction activity on the Lands in such a manner so as not to unreasonably interfere with adjoining lands or traffic on adjacent streets. The Owner shall control all dust, mud and debris resulting from any construction activities and remove the same promptly from any municipal catch basin, manhole, sewer, ditch, culvert, roadway, boulevard or sidewalk. The Owner shall reimburse the City for any damage to any municipal services, facilities or works resulting from the development or redevelopment of the Lands, howsoever caused, and the determination of the City's General Manager/City Engineer with respect to whether or not said damage was caused by the Owner or with respect to the extent of the damage shall be final and binding on all parties.
15. The Owner shall maintain in good repair and in a safe and clean condition the Lands, vegetation, structures, buildings, facilities, services, works and landscaping improvements on the Lands at his own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance and use thereof, including the replacement or repair of broken, damaged or worn material or parts and the replacement of dead or deceased vegetation. The Owner shall further keep the Lands free and clear of all refuse, debris and obstructions. Without limiting the generality of the foregoing, and in addition to anything else contained herein, the Owner shall:

- a) keep in a proper state of repair and operation the access roadways to the satisfaction of the City;
- b) rectify, replace or repair any part of the Development not constructed in accordance with the Site Development Plans or in accordance with any "as constructed" drawings submitted by the Owner and approved in writing by the City in its sole and absolute discretion;
- c) do all maintenance and repairs pursuant to this Agreement as the Owner may be directed to do in writing by the City; and
- d) ensure all snow shall either be placed, stored or deposited on the Lands in accordance with the plans, drawings and reports listed in section 2.

FAILURE TO MAINTAIN OR PERFORM OBLIGATIONS

- 16. If, in the reasonable opinion of the City, the Owner is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the City, the City may, upon providing ten (10) days' written notice to the Owner respecting such non-performance, and an opportunity to rectify same within that time, enter upon the Lands and repair, replace or otherwise maintain the Lands at the Owner's expense.
- 17. The Owner hereby covenants and agrees that should it be in default of any of its obligations with respect to maintenance, without any limitation whatsoever, the City in its sole discretion may add any costs incurred by the City to fulfill or rectify such default to the tax roll for the Lands, and that the City shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest payable to the City in the same manner as taxes in arrears.

CONNECTIONS TO MUNICIPAL SERVICES

- 18. Relocation of any municipal services, facilities or utilities (including any curbs, gutters, catch basins, poles, bus shelters, manholes, telephone boxes, valves, drains, or transformers), whether owned by the City or any utility company, shall be carried out by the City, a City approved contractor or the utility company at the Owner's expense.

PARKING AREA

- 19. The parking spaces shall be laid out and clearly marked on the Lands by painted lines or such other method approved by the City in accordance with the Site Development Plans.

GARBAGE

- 20. The Owner shall store all garbage in the garbage storage facilities as shown on the Site Development Plans. If the garbage storage facilities are designed for the

use of a bulk lift container, it shall be the Owner's responsibility to provide for such container and for the regular removal and replacement of the same as may be reasonably required. In the event no garbage storage facilities are shown on the Site Development Plans, all garbage shall be stored indoors.

STORM WATER MANAGEMENT

21. The Owner agrees to develop and maintain the Lands, including the stormwater management facilities and oil-grit separator, in accordance with the Site Development Plans. The Owner shall keep maintenance records.

INSPECTIONS

22. The Owner hereby grants permission to the City and its agents, contractors and employees to enter upon the Lands at any reasonable time or times to perform such inspections as may be reasonably necessary to determine whether the Development is in compliance with and continues to be in compliance with the provisions of this Agreement.

EMERGENCY REPAIRS

23. During the development of the Lands, the City and its agents, contractors and employees may enter upon the Lands at any time or times for the purpose of making emergency repairs to the Development. Such entry and repair shall not be deemed to be an assumption by the City of any liability in connection with the development of the Lands, nor a release of the Owner from any of its obligations under this Agreement.

ADDITIONAL WORKS

24. If at any time or from time to time during the development of the Lands, the City is of the opinion that, because of previously unknown or unforeseen conditions, it is necessary to supply, install or construct additional works in order to adequately provide services for the Lands or in order to prevent damage to any other lands, the Owner shall supply, install or construct such additional works at the request of the City.

DAMAGE

25. The Owner shall immediately repair any damage done to any property as a result of the development of the Lands.
26. If the Owner fails or neglects to immediately repair any damage done to any property as a result of the development of the Lands, after any applicable notice and curative periods under this Agreement have expired, the City shall be entitled to repair such damage and, if the damage relates to the purpose of the Security, shall be entitled to draw upon the Security and to use the proceeds thereof to repair

such damage. In the event there is no Security applicable to the damage, the City shall be entitled to collect the costs and expenses incurred to repair the damage in a like manner as municipal taxes.

27. The Owner shall stabilize all disturbed soil with a vegetative cover within ninety (90) days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150mm (six (6) inches).

OWNER'S EXPENSE

28. The Owner acknowledges that, where this Agreement obliges the Owner to perform any work or do anything, it is to be done at the Owner's expense and not at the City's expense.

COSTS

29. The Owner shall pay to the City, forthwith upon demand, all costs and expenses incurred by the City, whether directly or indirectly, in connection with this Agreement and the approval of any Site Development Plans. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the processing of the Site Development Plans by the City, and all legal, surveying and engineering costs and the costs of any consultants retained by the City incurred in connection with this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this Agreement and the registration thereof on title to the Lands.

INDEMNITY

30. Save and except for any actions, causes of action, suits, liens, claims, demands or costs arising out of any fault or neglect of the City, the Owner shall indemnify the City against all actions, causes of action, suits, liens, claims, demands and costs whatsoever which may arise either directly or indirectly as a result of the development of the Lands.

DEFAULT

31. In the event of any default by the Owner pursuant to any of the terms of this Agreement, which is continuing after any applicable notice and curative periods under this Agreement have expired, in addition to any other remedies available to the City and without any limitation thereof, the City may:
 - a) draw on the Security in whole or in part for the purpose of the Security;
 - b) undertake or complete any obligation of the Owner hereunder;
 - c) enter upon the Lands through its servants or agents for any purpose whatsoever relating to this Agreement;

- d) issue a stop work order with respect to any further development, redevelopment or work upon the Lands pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, or other applicable legislation; and
- e) recover from the Owner all costs and expenses incurred by the City whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes.

CONSTRUCTION ACT

- 32. The Owner shall comply with all of the provisions of the *Construction Act, R.S.O. 1990, c. C.30* as amended, including retention of all holdbacks and funds required. The Owner shall at its own expense, within ten (10) days of receiving written notice from the City to do so, pay or otherwise discharge or vacate any lien, charge or claim brought or registered pursuant to the *Construction Act* (whether perfected or not) which affects any lands owned by the City or in which the City has an interest, and which arise out of the performance of this Agreement.
- 33. The Owner hereby indemnifies the City from and against all suits and claims of any nature arising out of or connected with the carrying out of the Owner's obligations pursuant to this Agreement and, particularly, against any claim(s) pursuant to the *Construction Act*. This indemnity does not extend to the negligence of the City, its employees, agents or contractors.
- 34. Any reductions in the Security are subject to the provisions of the *Construction Act* and the City shall retain a holdback either in accordance with the said Act or in accordance with the *Construction Act* provisions of this Agreement.
- 35. The City may use all or part of the Security to pay, discharge, vacate and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the *Construction Act* which affect any lands owned by the City including public highways in the event that the Owner defaults in respect of its obligations under this Agreement relating to the purpose of the Security.

OWNER'S EXPENSE

- 36. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

FEES

- 37. Upon execution of this Agreement, the Owner shall pay to the City the fee for preparing the Agreement pursuant to the City's Planning Act Fees By-law.

REMEDIES

38. The rights and remedies provided for in this Agreement are in addition to and shall not limit the ability of the City to take such actions as may be available to it to ensure compliance with the requirements of this Agreement.

NOTICE

39. To be effective, a Notice must be in writing and delivered: (a) personally, either to the individual designated below for that party, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below; (b) by fax; (c) by registered mail; [or (d) by electronic mail], to the address [or electronic mail address] set out opposite the party's name below or to any other address [or electronic mail address] for a party as that party from time to time designates to the other party in the same manner:

To the Owner at:

Paisley & Whitelaw Inc.
 Attn: Gordon Schembri
 1 Columbia Street W.
 Waterloo, ON N2L 0C8
 E: gordon@schembripm.com
 T: 519-578-2734
 E: 519-746-4777

To the City at:

City of Guelph,
 1 Carden Street
 Guelph ON N1H 3A1
 Attention: General Manager of Planning and Building Services
 T: 519-822-1260
 F: 519-822-4632

Any Notice is effective: (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was delivered before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day; (ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 5:00 p.m. local time in the place of delivery or receipt, and otherwise on the next Business Day, (iii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service, Notice must be given by means other than mail; or (iv) if sent by electronic mail, on the day the sender receives confirmation of receipt by return electronic mail from the recipient, if that day is a Business Day and if the confirmation was received before 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

REGISTRATION

40. The City shall be entitled to register this Agreement upon the title to the Lands at the Owner's expense and the Owner shall execute any document that may be required to allow such registration.

MORTGAGEE SAME AS OWNER

41. The Mortgagee, its successors and assigns agree that in the event it obtains the equity of redemption of the Lands or conveys the Lands by way of Power of Sale or takes possession of the Lands (either in character of a mortgagee in possession or by way of a receiver and manager or agent), the Lands shall be subject to the terms of this Agreement and the Mortgagee (but only during such period of time as it is in possession as aforesaid or is the Owner of the Lands) and any purchaser under such Power of Sale, will observe and perform all the obligations of the Owner under this Agreement in the same manner as if it had executed this Agreement as the Owner. The Mortgagee hereby postpones its Mortgage in favour of this Agreement.

TAXES

42. Prior to commencing construction of the Development, the Owner shall pay any and all outstanding taxes on the Lands.

RELEASE FROM AGREEMENT

43. The Owner may make an application for release of this Agreement in a form acceptable for registration. The City shall grant a release at the City's sole discretion, if, without limitation, the Owner has satisfied all the requirements of this Agreement, there are no longer any ongoing obligations on the part of the Owner and the Owner is not in default of any provision of this Agreement. All applications for a release must include a payment of the fee in effect at the time of the request.

COUNCIL DISCRETION

44. Notwithstanding any other provision of this Agreement, the Owner acknowledges and agrees that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter the Council of the City in the exercise of any of its discretionary powers. The Owner hereby acknowledges and agrees that it does not expect and shall not receive any advantageous planning or other consideration by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

SEVERABILITY

45. The invalidity of any provision of this Agreement shall not affect any other provision of it, and, if any particular provision of this Agreement is declared to be invalid by

a court or tribunal of competent jurisdiction, this Agreement shall be construed as if the invalid provision had been omitted.

GOVERNING LAW

46. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

HEADINGS

47. The headings in this Agreement are for convenience of reference only.

GENDER AND NUMBER

48. This Agreement shall be read with such changes in gender and number as the context may require.

COVENANTS

49. The covenants, agreements, conditions and undertakings contained in this Agreement on the part of the Owner shall run with the Lands and shall be binding upon them and upon the Owner's successors and assigns.

50. The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

COUNTERPARTS

51. This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitute one single document. Counterparts may be in an electronically scanned form. Parties transmitting electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement. The parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000* S.O. 2000, c. 17, as amended from time to time, with respect to the execution of this Agreement.

ADDITIONAL CONDITIONS

52. NIL

NEXT PAGE BEGINS WITH "IN WITNESS WHEREOF"

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

PAISLEY & WHITELAW INC.

Name: Gordon Schembri
Title: President

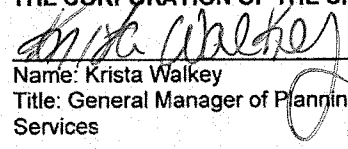


Name:
Title:

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF GUELPH

Name: Krista Walkey
Title: General Manager of Planning and Building Services



I have authority to bind the Corporation

SUN LIFE ASSURANCE COMPANY OF CANADA

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

KINGSETT MORTGAGE CORPORATION

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

PAISLEY & WHITELAW INC.

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF GUELPH

Name: Krista Walkey
Title: General Manager of Planning and Building Services

I have authority to bind the Corporation

SUN LIFE ASSURANCE COMPANY OF CANADA

Name: Evan Ward, Managing Director
Title:

Name: Mac Zemelko, Associate Director
Title:

I/We have authority to bind the Corporation

KINGSETT MORTGAGE CORPORATION

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA

Name:
Title:

Name:
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15
15

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

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In the presence of:

PAISLEY & WHITELAW INC.

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THE CORPORATION OF THE CITY OF GUELPH

Name: Krista Walkey
Title: General Manager of Planning and Building Services

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Name:
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KINGSETT MORTGAGE CORPORATION

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA

T. Phelan

Name: Taina Phelan
Title: National Underwriting Director

Howard P. Friedman

Name: Howard P. Friedman
Title: Vice President & CUO

I/We have authority to bind the Corporation

16
-13

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

PAISLEY & WHITELAW INC.

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF GUELPH

Name: Krista Walkey
Title: General Manager of Planning and Building Services

I have authority to bind the Corporation

SUN LIFE ASSURANCE COMPANY OF CANADA

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

KINGSETT MORTGAGE CORPORATION

BS
Bryan Salazar (Mar 8, 2021 12:01 EST)

Name: Bryan Salazar
Title: Managing Director

Name:
Title:

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

17
14

SCHEDULE "A"

LIST OF SECURITY

Secured Work	Amount (\$)
On-site landscape works	\$466,704.00
On-site engineering works	\$201,026.16

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this day of June, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter referred to as "the City"
OF THE FIRST PART

-and-

PAISLEY & WHITELAW INC.

Hereinafter referred to as "the Owner"
OF THE SECOND PART

-and-

SUN LIFE ASSURANCE COMPANY OF CANADA, KINGSETT MORTGAGE CORPORATION, TRAVELERS INSURANCE COMPANY OF CANADA

Hereinafter referred to as "the Mortgagee"
OF THE THIRD PART

(collectively the "Parties" and, individually, a "Party")

WHEREAS the Owner, the City and the Mortgagee, entered into a Site Plan Control Agreement (pursuant to Site Plan File No. SP22-096) dated March 27, 2023 and registered March 28th, 2023 as Instrument No. WC699002 (the "SPC Agreement") in respect of property municipally known as 201 Elmira Road S. and legally described as Part Lots 2 and 3, Concession 2, Division E, (formerly Township of Guelph), designated as Part 1, Reference Plan 61R8581 save and except Part 6, Reference Plan 61R8682 and Parts 2 and 3, Reference Plan 61R21408; City of Guelph;

AND WHEREAS the SPC Agreement contains certain terms and conditions;

AND WHEREAS the Parties wish to amend the SPC Agreement to permit modifications to the previous approved site plan for Phase 2 including amending the approved parking structure building layout and related site changes, and extension of the temporary parking structure (new Site Plan File No. SP24-024).

THEREFORE in consideration of other good and valuable consideration and the sum of Two dollars (\$2.00) of lawful money of Canada now paid by each of the Parties to the other (the receipt whereof is hereby acknowledged), the Parties agree:

1. **REGISTRATION OF AGREEMENT**

This Site Plan Control Amending Agreement shall be registered upon the title of Part Lots 2 and 3, Concession 2, Division E, (formerly Township of Guelph), designated as Part 1, Reference Plan 61R8581 save and except Part 6, Reference Plan 61R8682 and Parts 2 and 3, Reference Plan 61R21408; City of Guelph, and being PIN 71254-0843.

2. **2. PLANS, DRAWINGS AND REPORTS**

The SPC Agreement is amended by adding or replacing the following plans, drawings and reports through new Site Plan File No. SP24-024, which shall be deemed to be a part of the SPC Agreement as follows:

Original Approval (SP22-096)	Site Plan Amendment (SP24-024)	Summary
SP-1 – Phase II Overall Site Plan	SP-1 – Phase II Overall Site Plan	New Plan to be applicable in conjunction with the original plan
SP-2 - Phase II Site Plan		Original Plan to be applicable in conjunction with New Plan - SP-1
SP-3 – Phase II Site Plan		Original Plan still applies
TGP-2 – Phase II Traffic Geometric Plan		Original Plan still applies
A1.1 – Parking Garage P1 Level Plan	A0.0 - Cover Page	New Plan replaces the original
A1.2 – Parking Garage P2 Level Plan	A2.01 - Parkade - Ground Floor Plan	New Plan replaces the original
A1.3 – Parking Garage P3 Level Plan	A2.02 - Parkade - Level 1.0 Up To Level 2.0	New Plan replaces the original
A1.4 – Parking Garage P4 Level Plan	A2.03 - Parkade - Level 2.0 Up To Level 3.0	New Plan replaces the original
A1.5 – Parking Garage P5 Level Plan	A2.04 - Parkade - Level 3.0 W/Partial Ramp	New Plan replaces the original
EP-1.1 – Elevations – Amenity Buildings		Original Plan still applies
FP1.1 – Floor Plan – Amenity Buildings (Bicycle Parking)		Original Plan still applies
EP-1.2 – Elevations – Amenity Buildings		Original Plan still applies
EP-1.3 - Elevations – Amenity Buildings		Original Plan still applies
EP-3.4 – Parking Garage Elevations	A3.01 - Building Elevations	New Plan replaces original
EP-1.2 – Cross Sections (Parking Garage)		Plan not applicable
EP-1.1 – Building C Cross Sections and Angular Planes		Original Plan still applies
EP-3.1 – Building C Elevations		Original Plan still applies
EP-3.2 – Building C Elevations		Original Plan still applies
EP3-3 – Building C – Bird Friendly Compliance Diagram		Original Plan still applies
E0.1 – Site Lighting Plan (Photometric Plan Phase II)		Original Plan still applies
E0.2 – Lighting Schedule and Details		Original Plan still applies
TPP-1 – Phase 1 Tree Protection Plan & Phase 2 Landscape Plan		Original Plan still applies

LP-1 PH 2 – Phase 2 Landscape Plan	LP-1 PH 2 – Phase 1 Tree Protection Plan & Phase 2 Landscape Plan	New Plan to be applicable in conjunction with the original plan
LP-2 PH 2 – Phase 2 Landscape Details	LP-2 PH 2 – Phase 2 Landscape Plan	New Plan to be applicable in conjunction with the original plan
LP-3 PH 2 – Phase 2 Landscape Details	LP-3 PH 2 – Phase 2 Landscape Details	New Plan to be applicable in conjunction with the original plan
LP-4 PH 2 – Phase 2 Landscape Details	LP-4 PH 2 – Phase 2 Landscape Details	New Plan to be applicable in conjunction with the original plan
	LP-5 PH 2 – Phase 2 Landscape Details	New Plan to be applicable in conjunction with the original plan
RP-2A – Phase 2 Site Preparation Plan 1	RP-2A – Phase 2 Site Preparation Plan 1	New Plan replaces the original
RP-2B – Phase 2 Site Preparation Plan 2		Original Plan to be applicable in conjunction with New Plan - RP-2A
SSP-2A – Phase 2 Servicing Plan 1	SSP-2A – Phase 2 Servicing Plan 1	New Plan replaces the original
SSP-2B – Phase 2 Servicing Plan 2	SSP-2B – Phase 2 Servicing Plan 2	New Plan replaces the original
GP-2A – Phase 2 Grading Plan 1	GP-2A – Phase 2 Grading Plan 1	New Plan replaces the original
GP-2B – Phase 2 Grading Plan 2	GP-2B – Phase 2 Grading Plan 2	New Plan replaces the original
DN-2 – Notes & Details	DN-2 – Notes & Details	New Plan replaces the original
WMP – Phase II Waste Management Plan (Includes amendment to Building B)		Original Plan still applies
Waste Management Plan and Source Separation Commitment, dated June 29, 2022 (includes Buildings A, B & C)		Original Plan still applies
Salt Management Plan Report Addendum #3, prepared by Development Engineering (London) Limited, dated October 26, 2022	Salt Management Report Addendum #5, prepared by Development Engineering (London) Limited, dated February 20, 2025	New Plan replaces original
Storm Water Management Report Addendum #4, prepared by Development Engineering (London) Limited, dated December 14, 2022	Storm Water Management Report Addendum #6, prepared by Development Engineering (London) Limited, dated February 20, 2025	New Plan to be applicable in conjunction with original plan

3. **SCHEDULE "A"**

The SPC Agreement is amended by adding an additional On-Site engineering works security in the amount of \$48,366.74 and the following note:

Note: The previously approved landscape cost estimate that was received as a Letter of Credit associated with SP22-096, and includes the elements of the main Common Amenity Space (i.e play area, tennis courts, shade structure, dog wash station, bike racks, etc.), covers the costs associated with this latest submission and therefore shall be retained by the City until such time as all works associated with SP22-096 and SP24-024 are completed to the satisfaction of the General Manager of Planning and Building Services.

4. **GENERAL**

All other provisions of the SPC Agreement shall remain in full force and effect. This Site Plan Control Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

THE CORPORATION OF THE CITY OF GUELPH

Name: Krista Walkey
Title: General Manager of Planning and Building Services

I have the authority to bind the Corporation

PAISLEY & WHITELAW INC.

Name: Gordon Schembri
Title: President

Name:
Title:

I/We have the authority to bind the Corporation

SUN LIFE ASSURANCE COMPANY OF CANADA



Name: Montesir Shirazi
Title: Senior Director



Name: Mac Zemelko
Title: Director

I/We have authority to bind the Corporation

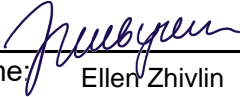
KINGSETT MORTGAGE CORPORATION


Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA


Name: Ellen Zhivlin
Title: Manager, Developer Surety


Name: Howard P. Friedman
Title: VP & CUO, Residential Surety

I/We have authority to bind the Corporation

KINGSETT MORTGAGE CORPORATION


Name: **Tanya Lee**
Title: **Executive Director,**
Mortgage Operations

I/We have authority to bind the Corporation

TRAVELERS INSURANCE COMPANY OF CANADA

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation

December 5, 2025

VIA EMAIL

Jennifer Meader and Mark DeJong
TMA Law
25 Main St W,
Hamilton, ON L8P 1H6

Dear Jennifer and Mark,

RE: Compliance with Site Plan and OLT Order – 201 Elmira Rd. S. – Your Client: Paisley & Whitelaw Inc. (“P&W”)

I write in response to your communication by email of Friday, November 28, 2025.

Your client’s defiant response to these serious matters is disappointing.

The site plan and OLT Order are clear. They do not permit your client to unilaterally allocate lands which the site plan designates as parking areas for construction staging. The OLT Order specifically directs an increase, not a decrease, to the parking areas shown on the site plan. Further, if I read your email accurately, your client has advised that even beyond the alleged exigencies of its own creation, P&W does not intend to comply with the OLT Order or even fully restore the parking areas on the current approved site plan at any time prior to the completion of the parking garage.

The Tribunal, hearing your client’s position and evidence on demand for parking, ordered that 377 parking spots were to be kept open and maintained. While the City is not party to the contractual dispute between your client and its purchasers over parking rights, the City is not prepared to accept the indefinite reduction of the parking area as your client proposes. The temporary zoning requirements are as specified in the OLT Order.

Your client’s assertion that the site plan control agreement authorizes the stockpile of soil on an area well-removed from the construction is without merit. No such stockpile was authorized. The Cease and Desist Order provides clear directions and I read your latest email as confirming your client’s intention to continue to defy those directions.

In my November 21, 2025 letter I gave you formal notice in accordance with section 16 of the SPCA that your client was to address the breaches of the SPCA within 10 days. While in your letter of November 28, 2025 you indicated you’re your client had “undertaken to begin the

City Hall
1 Carden St
Guelph, ON
Canada
N1H 3A1

T 519-822-1260
TTY 519-826-9771

guelph.ca

preparation of installing temporary lighting for the temporary lot, which will be completed as soon as possible" it provided no timelines or other particulars as to when these installations would be completed and the lighting has not been installed. The City requires that this issue be addressed by December 11, 2025 by which date your client must bring the lighting into compliance with the SPCA, or provide the City with an acceptable schedule for correction.

The time period for notice of the matters of site plan non-compliance has now run without being meaningfully addressed except to the limited extent outlined above. The City reserves all rights and remedies.

Yours truly,



Allison A. Thornton, Associate Solicitor
Legal and Court Services, Corporate Services
Location: City Hall

519-822-1260 Extension **2438**; TTY 519-826-9771
519-822-0705
allison.thornton@guelph.ca

CC Krista Walkey, General Manager, Planning and Building Services (via email)

Jennifer Charles, General Manager, Legal and Court Services/City Solicitor (via email)

Paisley & Whitelaw Inc. (via authorized email)

Traveler's Insurance Company of Canada (via registered mail)

Sun Life Assurance Company of Canada (via registered mail)

Kingsett Mortgage Corporation (via registered mail)

From: [Mark de Jong](#)
To: [Allison Thornton](#); [Jennifer Meader](#)
Cc: [Jennifer Charles](#); [Kip Phillips](#); [Sara Temple](#)
Subject: RE: 201 Elmira S. - Site Plan Control Agreement and OLT Order Compliance Matters
Date: Friday, November 28, 2025 10:13:17 AM
Attachments: [image002.png](#)
[E-mail from PW to Occupants - Parking Registration - Final Notice - November 25 2025.pdf](#)
[E-mail from PW to Occupants - Parking Registration - November 6 2025.pdf](#)
[E-mail from PW to Occupants - Parking Registration - November 17 2025.pdf](#)

[EXTERNAL EMAIL] This email originates outside the City of Guelph. Do not click links or attachments unless you recognize the sender and know the content is safe.

Good morning Allison,

We are writing in response to your correspondence dated November 21, 2025 and our subsequent meeting on November 26.

Temporary Parking Situation

Our Client expects that the area of the temporary lot currently occupied by staging for the parking structure construction can be reduced significantly within the span of three to four weeks.

Currently, approximately 65 spaces in the temporary lot are occupied by the staging area.

In three to four weeks, the staging area can be significantly reduced. Our client estimates that approximately 40 spaces can be restored at that time, resulting in a total of 336 spaces between the temporary lot and the visitor parking area.

As explained in our correspondence of November 24, this staging area is necessary for safe access and construction of the permanent parking structure. Without this staging area, it will be impossible to construct the parking structure at all. It is in every party's best interest that this permanent structure be completed as soon as possible.

Our client also advises that the temporary lot is not at capacity, even with the unauthorized vehicles that are parking there, given that as of the date of this correspondence, the City has refused to enforce parking.

Our client is in the process of implementing a parking permit system, to become effective December 1, 2025, and has communicated this intention to building residents on three occasions: November 6, November 17, and November 25, 2025. Parking passes will be made available to any lawfully contracted occupant of the buildings.

Unregistered tenants who are occupying units in the building without our client's consent will not receive a parking pass and are not entitled to a parking pass.

As of November 24, 2025, a total of 135 lawfully contracted occupants have been issued parking passes. This leaves the demand for parking well below the available supply.

If the City starts enforcing parking, demand on the temporary lot will be significantly alleviated, thereby erasing any concerns about the ability of the lot to service the parking needs of lawful residents of the buildings.

On the foregoing basis, our client respectfully requests that the City work with them through the next three to four weeks until the staging area can be reduced.

Transit Passes

Our client is also proposing that, in the unlikely event that the demand for parking passes by lawfully contracted occupants exceeds available supply in the temporary lot, any applicant for a pass who does not receive one will be provided with a complimentary City of Guelph monthly transit pass for the month of December.

Our client is prepared to continue the offering of transit passes for the month of January in the event that demand for parking exceeds availability and demand for transit passes remains.

Please note that our client is not prepared to offer transit passes to residents of the building who do not own or have a vehicle which would otherwise be permitted to park in the temporary lot as they are not being inconvenienced by the temporary reduction of spots.

Temporary Lighting

Our client has also undertaken to begin the preparation of installing temporary lighting for the temporary lot, which will be completed as soon as possible.

Soil Stockpile and Site Alteration Permit

Our client maintains that the temporary soil stockpile is entirely outside the fence delineating the NHS buffer.

With respect to the City's demand for a Site Alteration Permit, our client maintains that such a permit is not required in the circumstances under the City's Site Alteration By-law. Our client has difficulty understanding why the City is demanding a permit at this stage, when the City never requested a permit from our client in respect of the far more significant temporary soil stockpiles which were created on the site during the course of construction of Buildings A, B, and C (see attached photos). The City's position now conflicts with its prior position and appears to our client to be a punitive measure. Again, the stockpile is necessary for the implementation of the site plan. Any reference to the previous owners' work on site is not comparable or relevant. Unlike our client, the previous owner was not implementing a development application that is exempt from the requirement of a Site Alteration Permit.

We look forward to discussing the above matters with you further. As noted, it is in the best interest of the City, our client, and the residents of the building that the permanent parking structure be completed as soon as possible.

Kind regards,



Mark A. de Jong
25 Main Street West, Suite 2010
Hamilton, ON L8P 1H1
C: 289-527-9805
www.tmalaw.ca

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Allison Thornton <Allison.Thornton@guelph.ca>
Sent: November 21, 2025 4:28 PM
To: Mark de Jong <Mdejong@tmalaw.ca>; Jennifer Meader <jmeader@tmalaw.ca>
Cc: Jennifer Charles <Jennifer.Charles@guelph.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>
Subject: 201 Elmira S. - Site Plan Control Agreement and OLT Order Compliance Matters

Dear Mark and Jennifer

Please see the City's response, attached, to the matters of site plan/OLT compliance that have been raised below and in our previous correspondence.

Matters related to draft plan of condominium conditions are being dealt with in consultation with Robson Carpenter LLP and further to Jennifer's discussion of yesterday will be addressed under separate cover by that law firm.

Best regards,
Allison

Allison A. Thornton (she/her)
Associate Solicitor
Land Use Planning and Development
Corporate Services
Legal and Court Services
City of Guelph

519-822-1260, x. 2438
allison.thornton@guelph.ca

From: Mark de Jong <Mdejong@tmalaw.ca>

Sent: Tuesday, November 18, 2025 3:40 PM

To: Allison Thornton <Allison.Thornton@guelph.ca>; Jennifer Meader <jmeader@tmalaw.ca>

Cc: Jennifer Charles <Jennifer.Charles@guelph.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>

Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

[EXTERNAL EMAIL] This email originates outside the City of Guelph. Do not click links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Allison,

This e-mail is to respond to your e-mail below, as well as to your e-mail and letter of November 12.

Site Alteration

Our Client has confirmed that the stockpile **does not** encroach on the NHS buffer. Indeed, the stockpile is outside the fence delineating the “Extent of Tree Preservation Area” as confirmed in the attached updated photos from November 10, 2025.

Our Client also notes that they have never been required to obtain a separate Site Alteration Permit for the temporary storage of fill on-site, where there is an existing Site Plan and Building Permit. Our Client was not required to obtain a Site Alteration Permit during the course of construction of Buildings A, B, or C. The storage of the fill is to facilitate the construction of the approved Parking Structure and to implement the approved Site Plan. In the circumstances this temporary storage of fill falls squarely within the exemption provided for under Section 21(b) of the Site Alteration By-law. Again, in the circumstances, to require our Client to obtain a separate Site Alteration Permit is unreasonable and unnecessary.

Reduction in Temporary Parking Spots for Construction Staging

Our Client acknowledges that a number of spaces in the temporary parking lot are being temporarily used for construction staging. This was a necessary closure to allow for safe access to the construction area and will be rectified once that access is no longer required.

Our Client notes that, even with those spaces being temporarily blocked by construction activities, there are still more than enough spaces available in the temporary lot for occupants of the buildings and their visitors.

Our Client expects the spaces being occupied by construction activities to be reinstated shortly. We are currently looking into the timing for this to occur.

Finally, please see attached the Site Plan showing the location of the 377 temporary spaces.

Lighting of Temporary Parking Lot

Our Client was not, and is not, required to install temporary lighting for the temporary parking lot. The E0.1-Site Lighting Plan (Photometric Plan Phase II) referenced in your letter pertains to the permanent lighting for the site, which will be installed in due course as the Site Plan is implemented. Of note, there is no requirement as to the timing of the implementation of the Site Lighting Plan.

Visitor Parking

Our Client is in the process of implementing a parking pass system which will permit lawfully contracted occupants of the buildings to park in the temporary lot. The 27 spaces around the buildings will be designated for use by guests and visitors. Permanent occupants of the buildings will not be permitted to park in these 27 spots (apart from the accessible spots, which will be for use by permanent occupants or visitors).

Our Client notes that the City has refused to enforce the parking in those 27 permanent spaces, resulting in occupants of the building parking in those spaces which are intended for visitor parking.

Member Rajae's Order does not specifically require the allocation of the 377 spaces on-site between residents and guests.

Nonetheless, our Client has advised, via e-mail, all purchasers and registered residence that the 27 permanent spaces surrounding the building are for use by visitors, and not by tenants (apart from the accessible spaces). Notices have also been posted at the front and rear doors of each of the buildings. Photographs of the notices are attached.

Statutory Declaration

Please find attached a Statutory Declaration by Mr. Schembri in satisfaction of Paragraph 75(c) and (d) of Member Rajae's Decision (as corrected on October 7, 2025).

Plan of Condominium Application

We are still waiting to hear from you as to the Application for Draft Plan of Condominium, which was deemed complete on October 1, 2025. We have attempted to address the concerns you raised regarding securities for the parking garage, but have not heard back. Very little progress has been made since the application was deemed complete. This should be a very straight-forward process, given the status and history of development on this site. It appears to our Client that the City is not taking this application seriously, choosing instead to focus on the above manufactured or incorrect allegations of infractions rather than prioritizing the processing of the Draft Plan application. We continue to emphasize the need to have the application approved as quickly as possible, so that the tenants can take possession of their units.

We look forward to hearing from you.



Mark A. de Jong
25 Main Street West, Suite 2010
Hamilton, ON L8P 1H1
C: 289-527-9805
www.tmalaw.ca

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Allison Thornton <Allison.Thornton@guelph.ca>

Sent: November 14, 2025 4:36 PM

To: Mark de Jong <Mdejong@tmalaw.ca>; Jennifer Meader <jmeader@tmalaw.ca>

Cc: Jennifer Charles <Jennifer.Charles@guelph.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>

Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

Good afternoon Mark

I appreciate your acknowledgement that this is a serious matter and look forward to hearing from you on Monday.

Best regards and have a good weekend.

Allison

Allison A. Thornton (she/her)
Associate Solicitor
Land Use Planning and Development
Corporate Services
Legal and Court Services
City of Guelph

519-822-1260, x. 2438

allison.thornton@guelph.ca

From: Mark de Jong <Mdejong@tmalaw.ca>

Sent: Friday, November 14, 2025 3:49 PM

To: Allison Thornton <Allison.Thornton@guelph.ca>; Jennifer Meader <jmeader@tmalaw.ca>

Cc: Jennifer Charles <Jennifer.Charles@guelph.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>

Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

[EXTERNAL EMAIL] This email originates outside the City of Guelph. Do not click links or attachments unless you recognize the sender and know the content is safe.

Hi Allison,

Apologies for our delayed response. We are treating this matter with the seriousness it

deserves but are still seeking instructions. We respectfully request that we be permitted to provide a response to this letter, and your separate e-mail regarding the Cease and Desist order, by end-of-day on Monday, November 17.

Thank you,



Mark A. de Jong
25 Main Street West, Suite 2010
Hamilton, ON L8P 1H1
C: 289-527-9805
www.tmalaw.ca

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Allison Thornton <Allison.Thornton@guelph.ca>
Sent: November 12, 2025 3:21 PM
To: Mark de Jong <Mdejong@tmalaw.ca>; Jennifer Meader <jmeader@tmalaw.ca>
Cc: Jennifer Charles <Jennifer.Charles@guelph.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>
Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

Dear Jennifer and Mark

Please see a further letter following from the email communications below.

Thank you and best regards,
Allison

Allison A. Thornton (she/her)
Associate Solicitor
Land Use Planning and Development
Corporate Services
Legal and Court Services
City of Guelph

519-822-1260, x. 2438
allison.thornton@guelph.ca

From: Allison Thornton
Sent: Friday, October 31, 2025 11:53 AM
To: 'Mark de Jong' <Mdejong@tmalaw.ca>
Cc: 'Jennifer Meader' <jmeader@tmalaw.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>
Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

Good morning again, Mark. Quick correction because my math isn't mathing this morning. There are 15 spaces fewer than prescribed by Member Rajae, so that is 362 not 352 on the ground. Also, I listed four items but said there were three. Apparently lawyers should not be charged with even basic math.

Thanks again for providing an update as you're able.

Allison

Allison A. Thornton (she/her)
Associate Solicitor
Land Use Planning and Development
Corporate Services
Legal and Court Services
City of Guelph

519-822-1260, x. 2438
allison.thornton@guelph.ca

From: Allison Thornton
Sent: Friday, October 31, 2025 11:05 AM
To: Mark de Jong <Mdejong@tmalaw.ca>
Cc: Jennifer Meader <jmeader@tmalaw.ca>; Kip Phillips <Kip.Phillips@guelph.ca>; Sara Temple <Sara.Temple@guelph.ca>
Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

Thank you for this, Mark.

Can you kindly confirm the completion and/or the timing for fulfillment of the following three deliverables arising out of the Amended Order of Member Rajae which will be in effect on acknowledgement of this Notice of Withdrawal by the OLT?

- (1) The affidavit/statutory declaration provided for in clause 75 (c);
- (2) The modified affidavit and undertaking set out in Amended clause 75(d);
- (3) The notices prescribed in clause 75(e); and
- (3) The submission of a site plan application to bring the total number of temporary parking spots up to the prescribed 377 as per clause 75 (b) (my information is that there are currently 352 temporary parking spots on site).

As zoning compliance is also anticipated to be one of the City's conditions for draft plan of condominium, we hope that we can work constructively with you towards the timely completion of any outstanding matters arising from the decision.

Thank you in anticipation of your timely response.

Best regards,
Allison

Allison A. Thornton (she/her)
Associate Solicitor
Land Use Planning and Development
Corporate Services
Legal and Court Services
City of Guelph

519-822-1260, x. 2438

allison.thornton@guelph.ca

From: Mark de Jong <Mdejong@tmalaw.ca>

Sent: Tuesday, October 28, 2025 2:43 PM

To: Zwarycz, Tamara (MAG) <tamara.zwarycz@ontario.ca>

Cc: Jennifer Meader <jmeader@tmalaw.ca>; Peter C. Pickfield BA LLB LLM (pickfield@garrodpickfield.ca) <pickfield@garrodpickfield.ca>; Alex Ciccone <aciccone@garrodpickfield.ca>; Allison Thornton <Allison.Thornton@guelph.ca>

Subject: RE: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Notice of Withdrawal of Appeal (Paisley & Whitelaw Inc.)

[EXTERNAL EMAIL] This email originates outside the City of Guelph. Do not click links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Zwarycz,

Re: WITHDRAWAL OF APPEAL
OLT Case Number: OLT-23-000462 and OLT-23-000463
Reference Number(s): By-law (2023)-20790 and OPA No. 88
Municipality/Upper Tier: Guelph/Wellington

Please find attached correspondence, withdrawing the appeal by our Client, Paisley & Whitelaw Inc., of the City of Guelph's CZBL and OPA No. 88.

Thank you,



Mark A. de Jong
25 Main Street West, Suite 2010
Hamilton, ON L8P 1H1
C: 289-527-9805
www.tmalaw.ca

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From: Peter Pickfield <pickfield@garrodpickfield.ca>
Sent: September 16, 2025 12:15 PM
To: Zwarycz, Tamara (MAG) <Tamara.Zwarycz@ontario.ca>
Cc: allison.thornton@guelph.ca; Alex Ciccone <aciccone@garrodpickfield.ca>; Jennifer Meader <jmeader@tmalaw.ca>; Mark de Jong <Mdejong@tmalaw.ca>; thalinski@airdberlis.com; jcmfraser@airdberlis.com; ecostello@airdberlis.com; mfoderick@mccarthy.ca; dangelucci@mccarthy.ca; jpcole@mccarthy.ca; meaghanm@davieshowe.com; kthompson@svlaw.ca; ggiuga@svlaw.ca; edavis@svlaw.ca; Chris Manning <cmanning@svlaw.ca>; clerks@guelph.ca
Subject: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - tomorrow's CMC

Dear Ms. Zwarycz,

Together with Allison Thornton, associated City Solicitor, and Alex Ciccone of my firm, I am co-counsel for the City of Guelph with respect to this matter. The matter relates to multiple appeals to the City of Guelph (the "City") Zoning By-law (2023) – 20790, the City's

Comprehensive Zoning By-law (the “CZBL”). I am writing on behalf of the City to provide an update on the status of outstanding CZBL appeals as well as to suggest a proposed agenda for tomorrow’s case management conference on the matter.

Status Report: By way of background, following a Tribunal decision on a City-initiated scoping motion in February 2024, there was one remaining City-wide appeal of the CBZL and fifteen site-specific appeals.

Five of the site-specific appeals have been resolved either through settlement with minor modifications to the CZBL previously approved by the Tribunal or agreement which has involved withdrawal of the appeal. The appeals in this category are appeals by Thomasfield Homes Limited, Ferrovial Investments Limited, Windmill Development Group, Forum Assets Management and IJK Holdings. A sixth appeal, by Paisley & Whitelaw Inc., was partially resolved through a settlement and decision by the Tribunal and is reduced to one remaining issue.

The remaining City-wide appeal is by the Guelph and District Homebuilder’s Association. This appeal has been scoped to multiple regulations related to a variety of residential zones. The parties to this appeal have been involved in on-going active expert meetings and discussions which have resulted in settlement on a number of specific provisions. Productive discussions are continuing on the remaining issues in dispute. Meetings have been scheduled over the next few months with the goal of reaching settlement on as many issues as possible, and agreeing to a scoping issues list for unresolved issues, if any. The parties are agreed that this appeal should be adjourned to a settlement hearing together with, if necessary, a case management conference to establish a procedural order and issues list for a hearing on any remaining contested issues. The parties have discussed the timeframe needed to bring these discussions to closure and bring forward to the Tribunal for approval a settlement and if needed a procedural order to set a date for adjudication of unresolved issue. Based on this, the GDHA and the City are jointly proposing that a date be set at the CMC for a settlement hearing and further CMC to set a date for a hearing if necessary for unresolved issues in **the last week of February 2026 or first week in March.**

The nine remaining unresolved site-specific appeals are: 1) Cook Homes (2014707 Ontario Inc.); (2) Silvercreek Investments Limited; (3) Guelph Watson Holdings Inc.; (4) Loblaws Properties Limited; (5) 642762 Ontario Inc.; (6) University Village (Guelph) Limited; (7) 642762 Ontario Inc.; (8) three related numbered companies who own lands at 120 and 125 Malcolm and 45 Lewis; (9) 2742707 Ontario; and (10) Industrial Equities Guelph Corporations.

Over the past three weeks, counsel for the City has been in communications with counsel for these nine other remaining site-specific appellants to confirm their status. Based on this, the City anticipates that continued discussions over the next few months will lead to further scoping or potential settlement of most if not all of these appeals. The City is proposing that these matters be adjourned to the above-noted proposed CMC in late February/early March,

at which time the parties would bring forward any settlements for Tribunal approval and proposed procedural orders for site specific hearing to resolve any unresolved issues with respect to these appeals. We have heard back from most, but not all, counsel for these appellants that this approach is acceptable.

Proposed CMC Agenda: At Wednesday's CMC we are proposing the following agenda:

1. Role call of counsel for all parties
2. City presents the above status report and proposed next steps
3. Response from appellants to City's proposed next steps
4. Tribunal determination of City proposed next steps
5. Scheduling of next Case Management Conference and settlement hearings (Note that the City is proposing 2 hearing days be scheduled for the last week of February or first week of March).

Would you please forward this information on to the hearing panel who will be presiding at tomorrow's CMC.

Thank you for your assistance.

Peter

Garrod Pickfield LLP
Environmental, Municipal and Planning Law

Peter Pickfield, Partner

T. 519.837.0500 // F.519.763.2204 // pickfield@garrodpickfield.ca
9 Norwich Street W., Guelph, ON N1H 2G8
www.garrodpickfield.ca

From: Zwarycz, Tamara (MAG) <Tamara.Zwarycz@ontario.ca>

Sent: Monday, September 8, 2025 3:05 PM

To: clerks@guelph.ca

Cc: allison.thornton@guelph.ca; Peter Pickfield <pickfield@garrodpickfield.ca>; Alex Ciccone <aciccone@garrodpickfield.ca>; jmeader@tmalaw.ca; mdejong@tmalaw.ca; thalinski@airdberlis.com; jcmfraser@airdberlis.com; ecostello@airdberlis.com; mfoderick@mccarthy.ca; dangelucci@mccarthy.ca; jpcole@mccarthy.ca; meaghanm@davieshowe.com; kthompson@svlaw.ca; ggiuga@svlaw.ca; edavis@svlaw.ca; Chris Manning <cmanning@svlaw.ca>

Subject: OLT-23-000462 (City of Guelph ZBA (2023)-20790) - Withdrawal Acknowledgement (IGK

Holdings Inc.)

Please see attached.

Tamara Zwarycz

Senior Planner | Case Management

Ministry of Attorney General | [Ontario Land Tribunal](#)

(437) 219-5427 | tamara.zwarycz@ontario.ca



Ontario Land Tribunal

**Tribunal ontarien de
l'aménagement du territoire**

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