

## **Attachment 4 – Conditions of Draft Plan Approval**

1. That this approval applies only to the revised draft plan of subdivision prepared by Astrid J. Clos Planning Consultants, Project No. 0555, dated September 25, 2015, including road widenings and reserves.

### **Conditions to be met prior to grading and site alteration**

2. The Developer shall complete a tree inventory, preservation and conservation plan, satisfactory to the General Manager of Planning and Building Services and City Engineer, in accordance with the City of Guelph By-law (2010)-19058, prior to any tree removal, grading or construction on the site.
3. The Developer shall obtain a Site Alteration Permit in accordance with City of Guelph By-law (2016)-20097 to the satisfaction of the City Engineer if grading/earthworks are to occur prior to entering into the subdivision agreement.
4. The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the City Engineer. Any costs related to the implementation of such a plan shall be borne by the Developer.
5. The Developer agrees that no work, including, but not limited to tree removal, grading or construction, will occur on the lands until such time as the Developer has obtained written permission from the City Engineer or has entered into a Subdivision Agreement with the City.
6. The Developer shall enter into an Engineering Services Agreement with the City, satisfactory to the City Engineer, if required by the City Engineer.
7. The Developer shall prepare an overall site drainage and grading plan, satisfactory to the City Engineer, for the entire subdivision. The approved overall grading plan shall be the basis for any site specific grading plan to be submitted prior to the issuance of any building permit within the subdivision.

### **Conditions to be met prior to grading and site alteration**

8. The Developer shall construct, install and maintain erosion and sediment control facilities, satisfactory to the City Engineer, in accordance with a plan that has been submitted to and approved by the City Engineer.
9. The Developer shall provide 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 inspector shall report on their findings to the City.
10. 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.

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

11. The Developer shall submit a detailed Storm Water Management Report and Plans to the satisfaction of the City Engineer which shows how storm water will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quantity and quality in accordance with Ministry of the Environment and Climate Change Stormwater Management Guidelines, Provincial Guidelines, the City's "Design Principles for Storm Water Management Facilities" and the Storm Water Management Design Report. Maintenance and operational requirements for any control and/or conveyance facilities must be described.
12. The Developer shall submit a Hydrogeological Study to the satisfaction of the City Engineer which shows how pre-development infiltration will be maintained under post-development conditions.
13. The Developer shall stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) until the release of the development agreement on the block/lot so disturbed.
14. The Developer acknowledges and agrees that the City does not allow retaining walls higher than 1.0 metre abutting existing residential properties without the permission of the City Engineer.
15. The Developer shall prepare an Environmental Implementation Report (EIR) based on terms of reference approved by the City and Grand River Conservation Authority (GRCA).
  - a. The EIR will provide details with respect to: stormwater management and wetland water balance mitigation; hydrogeological related details confirming that predevelopment infiltration rates will be maintained post development, including a post construction monitoring program and baseline information; detailed tree management plans including compensation plans, detailed habitat management plans including any invasive species management, buffer enhancement/design and mitigation plans for the terrestrial crayfish habitats; detailed landscape plans (by an accredited landscape architect); detailed design and mitigation plans to support the trail and detailed trail design; a salt management plan; and, a monitoring plan with identified thresholds as well as any other information to implement recommendations from the Environmental Impact Study dated July 14, 2015. As well, the EIR will include: grading, drainage and erosion and sediment control plans, baseline data to inform an effectiveness monitoring program and will address the Grand River Conservation Authority comments from their letter dated June 11, 2015.
  - b. The Developer shall implement all recommendations of the EIR to the satisfaction of the City and GRCA.
16. Prior to any construction or grading on the lands, the Developer shall submit a Phase 1 Environmental Site Assessment in accordance with the Record of Site Condition regulation (O. Reg. 153/04 as amended), describing the current

conditions of the property to the satisfaction of the City. The City also requires the Qualified Person responsible for preparing the Phase I Environmental Site Assessment to submit a reliance letter to indicate that, despite any limitations or qualifications included in the report, the City is authorized to rely on all information and opinion provided in the report.

17. If contamination is found, prior to any construction or grading on the lands, the Developer shall complete the following at the Developer's expense:
  - a) Submit all environmental assessment reports, including reliance letter, prepared in accordance with the Record of Site Condition (O. Reg. 153/04, as amended) describing the current conditions of the land to be developed and the proposed remedial action plan to the satisfaction of the City;
  - b) Complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the lands to be developed meet the Site Condition Standards of the intended land use; and,
  - c) File a Record of Site Condition on the Provincial Environmental Registry for lands to be developed and submit the MOECC acknowledgement letter for the Record of Site Condition to the satisfaction of the General Manager/City Engineer.

#### **Conditions to be met prior to execution of subdivision agreement**

18. That any dead ends and open sides of road allowances created by the draft plan be terminated in 0.3 metre reserves, which shall be conveyed to the City at the expense of the Developer.
19. The Developer shall have engineering drawings and final reports prepared for the approval of the City Engineer.
20. 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 lot grading and drainage, sanitary facilities, storm facilities, water facilities, walkways and road works including sidewalks, boulevards and curbs, with the distance, size and alignment of such services to be determined by the City, including but not limited to reconstruction of Woodlawn Road along the frontage of the subdivision to an urban cross section and correcting the Woodlawn Road vertical curvature/sight distance limitation and constructing a left turn lane and sidewalk on Eramosa Road. This also includes the Developer paying the cost of the design, construction and removal of any works of a temporary nature including temporary cul-de-sacs, sewers, stormwater management facilities, watermains and emergency accesses. Prior to commencing construction, the Developer shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require the Developer to post securities in a format approved by the City, in an amount of 100% of the estimated cost of constructing the municipal services to the satisfaction of the City. The Developer shall have a Professional Engineer administer the construction contract up to the end of the warrantee period and shall maintain the municipal services to the

satisfaction of the City until assumption. Engineering, inspection and review fees will be collected based on the estimated cost of constructing the municipal services.

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

21. The Developer shall be responsible for a one-time payment to the City to operate and maintain the subdivision sanitary pumping station for a period of 20 years beyond final acceptance to the satisfaction of the City Engineer.
22. The Developer agrees that no development will be permitted on the lands unless there is adequate sanitary capacity in the downstream sewer system to the satisfaction of the City Engineer. The Developer shall undertake, at the Developer's expense, a sanitary servicing plan that will include flow monitoring in the receiving system prior to detailed design of the sanitary sewer for the subdivision. The plan shall be prepared to the satisfaction of the City Engineer and the results of the monitoring shall establish that there is adequate downstream capacity to receive the subdivision flows and that there will be no surcharging in the downstream system due to flows from the subdivision. If surcharging is identified as a possibility then the Developer shall undertake, at the Developer's expense for the proportionate share attributed to the development, improvements to the system as required to prevent surcharging to the satisfaction of the City.
23. The Developer shall submit a Geotechnical Report to the satisfaction of the City Engineer which describes the potential impact of groundwater and provides recommendations for pavement design and pipe bedding.
24. The Developer shall submit a Traffic Impact Study including sight line distances and daylighting triangles at the street corners to the satisfaction of the City Engineer and shall implement the recommendations of the Study to the satisfaction of the City Engineer.
25. The Developer shall supply and erect street name and traffic control signs in the subdivision, to the satisfaction of the City.
26. The Developer shall prepare a street tree planting plan within the subdivision and implement such plan to the satisfaction of the City.
27. The Developer shall pay to the City the cost of installing bus stop pads at locations to be determined by Guelph Transit.
28. The Developer shall provide an On-street Parking Plan for the subdivision to the satisfaction of the City Engineer.
29. Overall Grading Plans for all corner building lots, as determined by the City, shall be submitted for approval of driveway location by the City.
30. 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.

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

31. The Developer shall be responsible for the cost of design and development of the "Basic Park Development" according to the City of Guelph's current "Specifications for Basic Parkland Development", which includes clearing, grubbing, site grading and surface drainage, fine grading, topsoil and sodding of the Park block and installation of hydro, water, sanitary and storm drainage servicing up to the Park block property line to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings for approval by the City. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of the Basic Park Development to the satisfaction of the Deputy CAO of Public Services.
32. The Developer shall be responsible for the cost of design and development of the demarcation of all lands to be 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 the end of 2 year warrantee period by a full member (with seal) of Ontario Association of Landscape Architects (OALA) to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of development of the demarcation for the City lands to the satisfaction of the Deputy CAO of Public Services.
33. The Developer shall be responsible for the cost of design and implementation of the Open Space Works and Restoration in accordance with the approved Environmental Implementation Report and 'Landscape Plans' to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings for approval and the administration of the construction contract up to the end of the warrantee period completed by a full member (with seal) of the Ontario Association of Landscape Architects (OALA) to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City's estimate for the cost of the Open Space works and restoration works for the City lands to the satisfaction of the Deputy CAO of Public Services.
34. The Developer shall design and develop the Storm Water Management Facility Landscaping and Signage in accordance with the City's current "Design Principles for Storm Water Management Facilities" to the satisfaction of the Deputy CAO of Public Services. This shall include the submission of drawings for approval and the administration of the construction contract up to the end of the 2 year warrantee period to be completed by a full member (with seal) of the Ontario Association of Landscape Architects (OALA) to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City's estimate for the cost of the landscaping and signage work within SWM Blocks to the satisfaction of the Deputy CAO of Public Services.

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

35. The Developer shall be responsible for the design of the Pedestrian/ Multi-use Trail System, according to the City of Guelph's current trail standards, from Eramosa Road to Woodlawn Road East through the Open Space and Stormwater Management Blocks, through the boulevard along Longfellow Drive and through the 673 Woodlawn Road East property, to the satisfaction of the Deputy CAO of Public Services. . This shall include identifying the trail system, detailed layout, grading and drainage, planting design including interpretative and educational signage and submitting drawings completed by a full member (with seal) of the Ontario Association of Landscape Architects (OALA) for City approval to the satisfaction of the Deputy CAO of Public Services to be to the satisfaction of the Deputy CAO of Public Services.
36. The Developer shall be responsible for the cost of development of the "Basic Trail Development" e.g. rough grading and any associated infrastructure (bridges and abutments, guard and hand rails, retaining walls etc.) as outlined in the Local Service Policy under City's Development Charges By-law of the Pedestrian Trail System from Eramosa Road to 673 Woodlawn Road East through the Open Space and Stormwater Management Blocks, through the boulevard along Longfellow Drive and through to the 673 Woodlawn Road East property to the satisfaction of the Deputy CAO of Public Services. The Developer will be responsible for any associated infrastructure to support the trail that will be constructed by the City within the 673 Woodlawn Road East property. This shall include submitting drawings for approval to the satisfaction of the Deputy CAO of Public Services. The Developer shall provide the City with cash or letter of credit to cover the City approved estimate for the cost of the 'Basic trail development' to the satisfaction of the Deputy CAO of Public Services.
37. The Developer shall be responsible for the equivalent cost of the 1.5 metre wide concrete sidewalk towards the construction of the 3 metre wide asphalt paved 'Boulevard Trail' within the Longfellow Drive road right-of-way.
38. The Developer shall provide a digital file in AutoCAD - DWG format containing the as built information: parcel fabric, street network, grades and contours and landscaping of the park, trails, open space and storm water management blocks.
39. The Developer shall install, at no cost to the City, 1.5 m high black vinyl chain link fencing, or an alternative form of fencing to the satisfaction of the City, adjacent to Blocks 122, 123, 125, 133 and 135 and Lots 1 through 9. The Developer further agrees that the fencing will be installed following grading operations of the subdivision in accordance with the current standards and specification of the City and to the satisfaction of the Deputy CAO of Public Services. Further, all property lines must be accurately surveyed and clearly marked in the field prior to establishing all fence line locations. Fences shall be erected directly adjacent to the established property line within the City owned lands.

### **Conditions to be met prior to registration of the plan**

40. Prior to Basic Parkland Development acceptance by the City, the Developer shall submit a Geotechnical Investigations Report, prepared by a geotechnical engineer certifying that all fill placed on the Parkland has adequate structural capacity to support play structures, swings, pathways, paved courts, sun shelter and other park elements that require footings and foundations, to the satisfaction of the Deputy CAO of Public Services. This report shall include the following information; block number, locations of test pits, depth of topsoil and fill and top elevations of fill.
41. Prior to Basic Parkland Development acceptance by the City, the Developer shall submit a report prepared by a professional engineer certifying that the parkland grading and site servicing have been constructed in accordance with the approved Grading, Drainage and Servicing Plan and Parks Planning Specifications including property demarcation and sodding and are functioning as designed. This report shall be accompanied by as-built Grading drainage and Servicing Plan stamped by the Engineer. The Developer shall also submit the as-built grading, drainage and servicing plan in AutoCAD format to the satisfaction of the Deputy CAO of Public Services.
42. Prior to Basic Parkland Development acceptance by the City, the Developer shall provide a written Topsoil Test Report from a recognized laboratory confirming topsoil compliance with the Parks Planning specifications. The testing shall include, but is not limited to nutrient levels, organic content, heavy metals and pesticides/herbicides (such as Atrazine).
43. The Developer shall obtain approval of the City with respect to the availability of adequate water supply and sewage treatment capacity, prior to the registration of the plan, or any part thereof.
44. The Developer shall enter into a Subdivision Agreement, to be registered on title, satisfactory to the City Solicitor, which includes all requirements, financial and otherwise to the satisfaction of the City of Guelph.
45. The Developer will undertake a post-development monitoring program as detailed in the Environmental Implementation Report to the satisfaction of the General Manager of Planning and Building Services. Prior to registration, the Developer shall provide the City with a letter of credit for 25% of the approved cost estimate for the post-development monitoring program.
46. That the road allowances included in the draft plan be shown and dedicated at the expense of the Developer as public highways and that prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria – July 23, 1993".
47. That all easements, blocks and rights-of-way required within or adjacent to the proposed subdivision be conveyed clear of encumbrance to the satisfaction of the City of Guelph, Guelph Hydro Electric Systems Inc. and other Guelph utilities. Every Transfer Easement shall be accompanied by a Postponement, satisfactory to the City Solicitor, for any mortgage, charge or lease and such

Postponement shall be registered on title by the City at the expense of the Developer.

48. The Developer shall pay any outstanding debts owed to the City.

49. The Developer shall pay Development Charges to the City in accordance with By-law Number (2019) - 20372, as amended from time to time, or any successor thereof and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board as amended from time to time, or any successor by-laws thereto.

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

50. The Developer shall erect and maintain signs at specified entrances to the subdivision showing the proposed land uses and zoning of all lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the zoning of all lands abutting the subdivision, inquiries should be directed to Planning Services, City Hall." The sign is to be resistant to weather and vandalism.

51. 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 Blocks 130, 133, 134 and 135 and Blocks 122, 123, 125 and Lots 1 through 9 that abut these Blocks and Lots."
- c) "Purchasers and/or tenants of all lots or units are advised that a public trail will be installed or exists abutting or in close proximity to Blocks 122, 123, 125, Lots 1 through 9 and that public access to this trail will occur in between Block 135 and Lot 9 and east of Block 125 and north of Lot 1."
- d) "Purchasers and/or tenants of all Lots and Blocks are advised that the Stormwater Management Block has been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass cutting. Some maintenance may occur in the areas that are developed by the City for public walkways, bikeways and trails."
- e) "Purchasers and/or tenants of all lots are advised that the Open Space 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 from time to time to support the open space function and public trail system."
- f) "Purchasers and/or tenants of all lots are advised that the Park Block has been designed for active public use and may include sports fields, playgrounds, trails and other park amenities. Be advised that the City may



carry out regular maintenance such as grass cutting. Periodic maintenance may also occur from time to time to support the park functions.”

- g) “Purchasers and/or tenants of all lots or units are advised that the boundaries of the open space, storm water management and park blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy. This demarcation will consist of 1.5 m high black vinyl chain link fence or an alternative form of fencing approved by the City adjacent to Lots 1 through 9 and Blocks 122, 123, 125, 131, 133 and 135.” The Developer shall also send written notification of proposed demarcation types to any existing homeowners in lots adjacent to open space, storm water management and park blocks.”
- h) “Purchasers and/or tenants of specified lots are advised that sump pumps will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a certified design by a Professional Engineer. Furthermore, all sump pumps must be discharged to the rear yard.”
- i) “Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the Developer for the planting of trees on City boulevards in front of residential units does not obligate the City, nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling.”
- j) “Purchasers and/or tenants of all lots or units located in the subdivision plan, are advised prior to the completion of home sales, of the time frame during which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris, drainage and construction traffic.”
- k) “Purchasers and/or tenants of all lots or units are advised that the boundaries of the Open Space and Stormwater Management Blocks will be demarcated in accordance with the City of Guelph Property Demarcation Policy.”
- l) “Purchasers and/or tenants of Lots 20, 21, 27, 28, 34 and 35 are advised that their Lot may contain a rear yard catch basin and storm lateral. Buildings or other structures (excluding fences) are not permitted within 1.5 metres of the side yard containing the storm lateral. Purchasers and/or tenants are further advised that the rear yard catch basin and storm lateral shall not be removed or altered in any way.”
- m) “Purchasers and/or tenants of Lots 20, 21, 27, 28, 34 and 35 are advised that any future maintenance of the rear yard catch basin and storm lateral is the responsibility of the homeowner.”

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

- 52. The Developer agrees to provide temporary signage describing the existing/proposed park, open space, trail and required fencing on all entrance signs for the development, at the street frontage of Park Block 128 and Open

Space Block 132 and entrance/exits of trails, to the satisfaction of the Deputy CAO of Public Services. The signage shall:

- i. advise prospective purchasers of dwellings in the area of the type of park, open space and/or trail and level of maintenance of these parcels of land by the City;
- ii. clearly state that the maintenance of the park block and/or trail are the responsibility of the Developer until such time as the City accepts the park and/or trail, and partially releases the associated Letter of Credit;
- iii. clearly state that all questions relating to the maintenance of the park block and/or trail shall be directed to both Developer and the City; and,
- iv. be erected when rough grading on and adjacent to the building lots has begun and must be maintained by the Developer until acceptance of the Blocks by the City.

53. The Developer further agrees that the proposed park block, open space block(s), trails and fencing be identified on any marketing or promotional materials.

54. The Developer shall dedicate Open Space Blocks 130, 131 and 132 and Stormwater Management Blocks 133 and 134 and Pumping Station Block 135 to the City.

55. The Developer shall dedicate Block 128 as Parkland in accordance with the provisions of City of Guelph's Parkland Dedication by-law (2019)-20366 as amended by By-law (2019)-20380, or any successor thereof.

56. 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.

57. The Developer shall ensure that street lighting and underground wiring shall be provided throughout the subdivision at the Developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro Electric Systems Inc.

58. The Developer shall pay to the City, the total cost of reproduction and distribution of the Guelph Residents Environmental Handbook, to all future residents within the plan, with such payment based on a cost of one handbook per residential dwelling unit as determined by the City.

### **Conditions to be met prior to the issuance of building permits**

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

60. Prior to the issuance of a building permit, the Developer shall provide the City with written confirmation from the Engineering Department of Guelph Hydro that the subdivision hydro servicing has been completed to the satisfaction of Guelph Hydro.

61. 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 By-law 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.

62. 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 of subdivision in accordance with applicable provisions contained in the Ontario Building Code.

### **Agency Conditions**

63. That prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents shall submit the following plans and reports to the satisfaction and approval of the Grand River Conservation Authority:
- a) A detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices Planning and Design Manual." This report should include geotechnical information addressing the infiltration potential on the site. In addition, a storm-servicing plan for the site should be included. Items to be addressed in the final Stormwater Management Report are included in GRCA comments dated June 11, 2015.
  - b) An erosion and siltation control plan in accordance with the Grand River Conservation Authority Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
  - c) Detailed lot grading and drainage plans showing existing and proposed grades.
  - d) An Environmental Implementation Report (EIR). The EIR should include the above noted reports, monitoring and mitigation outlined in the EIS.
  - e) A Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit under Ontario Regulation 150/06 for any proposed works within the regulated area.
64. The Developer and the Wellington Catholic School Board shall reach an agreement regarding the supply and erection of signage, at the developer's expense, affixed to the subdivision sign advising potential Separate School supporters of the location of schools serving the area and the current practice of busing students outside the immediate area should schools in the area be at capacity.
65. The Developer agrees to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.

66. The Developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, 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 bused to a school outside the area, and further, that students may in future have to be transferred to another school"

67. The Developer and the Upper Grand District School Board shall reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to Upper Grand District School Board specifications) affixed to the permanent development sign advising perspective residents that students may be directed to schools outside the neighbourhood.

68. The Developer shall satisfy all requirements and conditions of Canada Post including: advisories and suitable mailbox locations. The developer shall ensure that the eventual lot/home owner is advised in writing by the developer / subdivider / builder that Canada Post has selected the municipal easement to their lot for a Community Mail Box installation and the developer shall be responsible for the installation of concrete pads in accordance with the requirements of Canada Post, in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes.

### **Administration**

69. That prior to the registration of all or any portion of the plan, the Wellington Catholic District School Board shall advise the City in writing how condition 64 has been satisfied.

70. 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 conditions 65, 66 and 67 have been satisfied.

71. That prior to the registration of all or any portion of the plan, Guelph Hydro Electric Systems Inc, shall advise the City in writing how conditions 47, 57 and 60 have been satisfied.

72. That prior to the registration of all or any portion of the plan, Canada Post shall advise the City in writing how condition 68 has been satisfied.

73. 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 Conditions 15 and 63 have been satisfied."

### **Notes:**

That this Draft Plan Approval shall lapse on November 18, 2025.