

## **SECTION 2 – INTERPRETATION AND ADMINISTRATION**

### 2.1 **APPLICATION OF *BY-LAW***

#### 2.1.1 **Lands Subject to *By-Law***

The provisions of this ***By-Law*** shall apply to the areas defined on the Defined Area (Zoning) Maps set out as Schedule “A” of this ***By-Law***

#### 2.1.2 **Conformity with *By-Law***

As of the date of passing of this ***By-Law***, no ***Building*** or ***Structure*** shall be erected or altered, and no change of ***Use*** or occupancy of any ***Building***, ***Structure***, land, premises, or any part thereof shall be made in whole or in part except in conformity with the provisions of this ***By-law***.

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#### 2.1.3 **Technical Revisions to *By-law***

Revisions may be made to this ***By-law*** without the need for a Zoning ***By-law*** amendment in the following cases:

- (1) correction of grammar, punctuation or typographical errors or revisions to format in a manner that does not change the intent of a provision;
- (2) adding or revising technical information on maps or schedules that does not affect the zoning of lands including, but not limited to, matters such as updating and correcting infrastructure information, keys, legends or title blocks; and;
- (3) changes to appendices, footnotes, headings, indices, marginal notes, tables of contents, illustrations, historical or reference information, page numbering, footers and headers, which do not form a part of this ***By-law*** and are editorially inserted for convenience of reference only.

### 2.2 **REPEAL OF EXISTING *BY-LAWS***

***By-law*** 1971-7666 and all amendments thereto are hereby repealed.

### 2.3 **ZONES AND ZONE SYMBOLS**

#### **Zone Classification**

CLASS:	RESIDENTIAL
R.1A	Residential <b><i>Single Detached</i></b> (R.1A) <b><i>Zone</i></b>
R.1B	Residential <b><i>Single Detached</i></b> (R.1B) <b><i>Zone</i></b>
R.1C	Residential <b><i>Single Detached</i></b> (R.1C) <b><i>Zone</i></b>
R.1D	Residential <b><i>Single Detached</i></b> (R.1D) <b><i>Zone</i></b>
R.2	Residential (R.2) <b><i>Semi-Detached/Duplex Zone</i></b>
R.3A	Residential (R.3A) <b><i>Cluster Townhouse Zone</i></b>
R.3B	Residential (R.3B) <b><i>On-Street Townhouse Zone</i></b>

	R.4A	Residential (R.4A) General <b>Apartment Zone</b>
	R.4B	Residential (R.4B) High Density <b>Apartment Zone</b>
	R.4C	Residential (R.4C) Central Business District <b>Apartment Zone</b>
	R.4D	Residential (R.4D) Infill <b>Apartment Zone</b>
	CLASS:	COMMERCIAL
	C.1	Convenience Commercial (C.1) <b>Zone</b>
	NC	Neighbourhood Shopping Centre (NC) <b>Zone</b>
	CC	Community Shopping Centre (CC) <b>Zone</b>
	RC	Regional Shopping Centre (RC) <b>Zone</b>
20187	D.1	Downtown 1 (D.1) <b>Zone</b>
20187	D.2	Downtown 2 (D.2) <b>Zone</b>
20187	D.3	Downtown 3 (D.3) <b>Zone</b>
20187	D.3a	Downtown 3a (D.3a) <b>Zone</b>
	SC.1	Service Commercial (SC.1) <b>Zone</b>
	SC.2	Highway Commercial (SC.2) <b>Zone</b>
	OR	<b>Office</b> Residential (OR) <b>Zone</b>
	CR	Commercial Residential (CR) <b>Zone</b>
	CLASS:	INDUSTRIAL
	B.1	Industrial (B.1) <b>Zone</b>
	B.2	Industrial (B.2) <b>Zone</b>
	B.3	Industrial (B.3) <b>Zone</b>
	B.4	Industrial (B.4) <b>Zone</b>
	B.5	Corporate Business Park (B.5) <b>Zone</b>
	CLASS:	INSTITUTIONAL
	I.1	Educational, Spiritual, and Other Services (I.1) <b>Zone</b>
	I.2	University of Guelph and Guelph Correctional Centre (I.2) <b>Zone</b>
	I.3	Health and Social Services (I.3) <b>Zone</b>
	CLASS:	PARK
	P.1	Conservation Land (P.1) <b>Zone</b>
	P.2	Neighbourhood Park (P.2) <b>Zone</b>
	P.3	Community Park (P.3) <b>Zone</b>
	P.4	Regional Park (P.4) <b>Zone</b>
	P.5	Commercial Recreation (P.5) <b>Zone</b>
	CLASS:	AGGREGATE EXTRACTION
	EX	Aggregate Extraction (EX) <b>Zone</b>
	CLASS:	URBAN RESERVE
	UR	Urban Reserve (UR) <b>Zone</b>
	CLASS:	FLOODPLAIN
	FL	Floodway (FL) <b>Zone</b>
	CLASS:	NATURAL HERITAGE FEATURES
	WL	Wetland (WL) <b>Zone</b>

## 2.4 DEFINED AREA (ZONING) MAPS AND DEFINED AREAS (**ZONES**)

- 2.4.1 The Defined Area (Zoning) Maps, which are attached as Schedule "A" show the boundaries and extent of all of the Defined Areas (**Zones**). These Defined Area (Zoning) Maps, together with all notations, references, and other information are hereby incorporated in and declared to form part of this **By-law**.
- 2.4.2 Where there is uncertainty as to the exact location of the boundary of any **Zone** as shown on the Defined Area (Zoning) Maps, Schedule "A", the following rules shall apply:
- 2.4.2.1 Where the boundaries are indicated as following approximately the centre lines of **Streets**, rights-of-ways, rivers, lanes and their production, such centre lines or productions shall be the boundary.
- 2.4.2.2 Where lines which form **Zone** boundary lines (such as property lines or **Street** lines) vary from the Defined Area (Zoning) Map when measured on the ground or where any other uncertainty exists, the location of the **Zone** boundary line shall be construed to follow the nearest property line.
- 2.4.2.3 Where the **Flood** line forms the **Zone** boundary line, the location of the **Zone** boundary will be determined by the Grand River Conservation Authority.
- 2.4.2.4 **Wetland** boundaries as shown in this **By-law** are subject to confirmation and adjustment by the City of Guelph in consultation with the Ministry of Natural Resources and the Grand River Conservation Authority.

## 2.5 EXISTING **USES, LOTS, BUILDINGS** AND **STRUCTURES**

- 2.5.1 Previous Violations  
No **Building** or **Structure** illegally erected, no **Use** illegally established, and no **Lot** illegally created prior to the date of passing of this **By-law** shall become legal solely by reason of the passing of this **By-law**. Where any such **Building, Structure, Use, or Lot** is in conflict with one or more of the provisions of this **By-law**, such activity will remain illegal and shall not be deemed to be legal in this **By-law**, except where specifically provided for.
- 2.5.2 Conditions for Residential Dwellings Built Prior to June 6, 1971  
Despite Section 2.5.1 of this **By-law**, the regulations of this **By-law** regarding:
- a) **Lot Frontage** and **Lot Area** only shall not apply to an existing property **Used** for residential purposes, as long as the residential

**Building** has been erected prior to June 6, 1971 and continues to exist on the property.

- b) **Front Yard, Side Yard, Rear Yard**, accessory **Building** location and permitted **Yard** projections only, shall not apply to any existing residential **Building**, accessory **Building** or **Yard** projection which was erected prior to June 6, 1971 on a property which existed prior to June 6, 1971.

Any addition erected after June 6, 1971, to a **Building** erected prior to June 6, 1971, or any accessory **Building** or **Structure** thereto erected after June 6, 1971, must conform with all regulations of the applicable **Zone** within this **By-law**.

### 2.5.3 Legal Non-Conforming Uses

Nothing in this **By-law** shall apply:

2.5.3.1 to prevent the **Use** of any land, **Building** or **Structure** for any purpose prohibited by the **By-law** if such land, **Building** or **Structure** was lawfully **Used** for such purpose on the day of the passing of the **By-law**, so long as it continues to be **Used** for that purpose;

17187 2.5.3.2 to prevent the erection or **Use** for a purpose prohibited by the **By-law** of any **Building** or **Structure** for which a permit has been issued under Section 5 of the Building Code Act, as amended from time to time or any successor thereof, prior to the day of the passing of the **By-law** or any predecessor, so long as the **Building** or **Structure** when erected is **Used** and continues to be **Used** for the purpose for which it was erected and provided the permit has not been revoked under Section 6 of the Building Code Act, as amended from time to time or any successor thereof.

2.5.3.3 to prevent the strengthening or renovation of a **Building** or **Structure** which is **Used** for a purpose not conforming with this **By-law**, so long as the strengthening or renovation does not alter the height, size, or volume of the **Building** or **Structure** or change the **Use** on the property unless the change is to a **Use** permitted by this **By-law**.

2.5.3.4 to permit the rebuilding of a non-conforming **Use** if it should be destroyed. The non-conforming **Use** shall cease to be permitted on the property and redevelopment must be in accordance with the **Uses** and regulations of the zoning on the property.

### 15006 2.5.4 Existing Non-Complying Regulations

Nothing in this **By-law** shall apply to prevent an extension or addition from being made to an existing **Building** or **Structure** on a **Lot** or the partial or

complete rebuilding or repair of a legally existing **Building** or **Structure**, even though such **Building** or **Structure**, or the **Lot** on which such **Building** or **Structure** is located does not comply with one or more of the regulations of this **By-law**.

Extensions or additions shall be designed, located, **Used** and otherwise in compliance with the provision of this **By-law**. In the case of rebuilding, all existing **Yards** shall be deemed to conform to the **Yard** requirements of this by-law and the dimensions shall not be increased beyond the **Gross Floor Area** and location of the original **Building** or **Structure** and the location of the rebuilt section, must be verified by Planning and Development staff or through an Ontario Land Surveyor's dimension prior to any work commencing.

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## 2.6

**LOTS REDUCED BY ACQUISITION FOR ROAD WIDENING OR PARK DEDICATIONS**

In instances where road widening or park dedications are required, the area of a **Lot** may be reduced by means of an acquisition of part of the **Lot** by an authority having power of expropriation. Such acquisition may cause the **Lot** to be reduced or legal existing **Building** or **Structure** to have a reduced **Lot Area**, **Lot Frontage**, **Lot Coverage**, area of **Landscaped Open Space**, **Front Yard**, **Side Yard**, **Exterior Side Yard** or **Rear Yard** that does not conform to the regulations for the **Zone** in which such **Lot** is located. Nothing in this **By-law** shall apply to prevent the continued **Use** of the **Lot** reduced by public acquisition provided that:

- i) no further reduction is made in the dimensions, area or any other characteristics of the **Lot** as reduced, subsequent to the date of such acquisition, that would increase the extent of the said non-compliance; and
- ii) no **Building** or **Structure** or addition thereto is erected on the **Lot** as reduced, subsequent to the date of such acquisition, except in accordance with all the provisions for the **Zone** in which such **Lot** is located.

On existing **Lots** and subdivisions, the land that has been dedicated may be included in any calculation for the purpose of determining **Lot Area**, **Lot Coverage**, **Gross Floor Area**, floor area ratio, provided that any **Building** or **Structure** is in accordance with all of the regulations of the **By-law** applicable to the site.

## 2.7 METRIC CONVERSION CLAUSE AND ROUNDING

2.7.1 All imperial measurements converted to metric and all figures submitted in metric but with 3 or more decimal places shall be rounded to 1 decimal place to determine **By-law** compliance.

Example: 29.489 metres = 29.5 metres

1893.76899 feet = 577.22076 metres = 577.2 metres

2.7.2 All measurements of length or area used in the **By-law** are subject to the following rounding principles:

- i) Measurements where the second number of the decimal is four or less than the first decimal number shall remain the same (e.g. 2.449 = 2.4); and
- ii) Measurements where the second number of the decimal is five or greater than the first number of the decimal shall be increased by one or rounded upward (e.g. 2.45 = 2.5).

## 2.8 LANDS ADJACENT TO PROVINCIAL HIGHWAYS

In addition to the applicable municipal requirements, all development adjacent to provincial highways is also subject to the requirements and permits of the Ministry of Transportation.

## 2.9 HOLDING ZONES

Wherever a **Zone** symbol on the Schedule "A" **Zone** Maps has a suffix with the symbol (H) in parentheses, referred to as the holding designation, such **Zone** shall be a holding **Zone** and all provisions of this **By-law** applicable to the **Zone** shall apply except that no person shall erect or alter any **Building** or **Structure** or add any **Use** in the holding **Zone** until this **By-law** has been amended to remove the holding designation. The relevant Holding **Zone** Provisions are denoted by the number (if any) immediately following the symbol (H) on the zoning map.

### 2.9.1 Holding **Zone** Provisions

2.9.1(i) (H1)

Purpose:

To ensure that development does not proceed until resolution of lands to be utilized in the Cityview Road extension.

Permitted Interim **Uses**:Existing **Uses**R950284  
O960015

2.9.1(ii)

(H2) 5 Arthur Street South (Defined Area Map #38)

Purpose:

To ensure that high density apartment and parkland development does not occur until the completion of certain conditions to the satisfaction of the **City**.

Interim **Uses**:

**Manufacturing, Tradesperson's Shop, Warehousing and Repair Service.**

Prior to the removal of the holding symbol "H", the owner shall complete the following conditions to the satisfaction of the **City**:

1. Infrastructure Study  
An infrastructure Study satisfactory to the **City** must be completed to assess the impacts of this proposal. The Study will assess the traffic impacts of this proposal with respect to road, sidewalk and signal requirements and will evaluate sewer and water system demands and capacities along with the structural condition of the existing services. It will also recommend works required to provide adequate infrastructure necessary for the development and make recommendations with respect to the phasing and financing of the required work.
- 17187 2. Decommissioning  
The owner will be required to complete the decommissioning of the lands in accordance with the Ministry of the Environment and Energy's "Guidelines for Use at Contaminated Sites in Ontario, June 1996", as amended from time to time, or any successor thereto.
3. Noise and Vibration Study  
The owner will be required to conduct a Noise and Vibration Study as provided for in the Official Plan for the City of Guelph for the lands adjacent to the CN lines and a similar study as it relates to the Guelph Junction Railway lands provided the said lands have not been officially abandoned for railway purposes.
4. Heritage Resources  
The owner agrees to negotiate reasonably with Guelph LACAC, the City of Guelph, and the Grand River Conservation Authority to determine what portions of the exterior of the existing limestone buildings, as shown on "Illustration of Heritage Building, 5 Arthur Street South" Section 2.9.1 (ii), are of historical or architectural significance and should be retained, and

to further review and determine to what uses those said portions of the existing limestone building should be put as part of the redevelopment of the property and whether further zoning amendments to permit additional **Uses** may be desirable.

The owner further agrees that for a period of one year from the Ontario Municipal Board endorsement of the executed Minutes of Settlement or until a successful settlement as set out above has been negotiated, whichever occurs first, the owner will not demolish or materially alter the exterior portions of the **Building** and agrees to maintain the said exterior portions of the existing **Building** in a safe and secure condition.

17187

5. Site Plan

The owner shall submit to the **City**, in accordance with Section 41 of The Planning Act, R.S.O. 1990 c.P.13, as amended from time to time or any successor thereof, a fully detailed site plan (complete with the **Building** elevations) to the satisfaction of the Director of Planning and Business Development, the Director of Works, the Director of Community Services, and the Grand River Conservation Authority and the owner shall enter into a satisfactory Site Plan Agreement with the **City**, which Agreement shall include, in addition to the usual Site Plan matters, the following conditions:

- a) The owner will be responsible for the cost of all road improvements and traffic control devices recommended by the Infrastructure Study, which are attributable to this development.
- b) The owner will be required to provide road widenings to accommodate the road improvements recommended by the Infrastructure Study, which are attributable to this development.
- c) The owner will be responsible for the cost of all improvements required to the municipal services identified by the Infrastructure Study, which are attributable to this development.
- d) The owner will be responsible for the cost of all service laterals required.
- e) The owner will be required to have a Professional Engineer design a grading plan and storm water management system for the site incorporating a control flow weir and a connection to the storm sewer, satisfactory to the Director of Works.
- f) The owner will be required to grade, develop and maintain the site including the storm water management facilities designed by a



Professional Engineer, in accordance with a Site Plan that has been submitted to and approved by the Director of Works.

Furthermore, the owner shall have the Professional Engineer who designed the storm water management system certify to the **City** that he or she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the **City** and that it is functioning properly.

- g) The owner will be required to fence the property line between the sites and the Guelph Junction Railway lands with eighteen hundred (1800mm) millimetre black vinyl coated chain link **Fence** unless the lands have been officially abandoned by the Guelph Junction Railway for railway purposes, in which case the property shall be demarcated in accordance with the **City's** Property Demarcation Policy.
- h) The owner shall provide a road widening of approximately 1.5 metres in width across the frontage of Elizabeth Street as indicated as Part 22 on the proposed reference plan submitted by the owner.
- i) The owner will be required to pay the cost to reconstruct the deteriorated sections of the curb and gutter and sidewalk along the property's frontage along Cross Street, Arthur Street and Elizabeth Street to the satisfaction of the Director of Works.
- j) The owner will be required to provide six (6m) metre wide easements for each of the storm and sanitary sewers located on the property.
- k) The owner will be required to remove the existing industrial railway siding where it crosses Arthur Street.
- l) The owner shall obtain permission for any additional railway crossings proposed from the Guelph Junction Railway and any other agencies with authority.
- m) The owner shall meet all requirements of the Special Policy Area of the Official Plan.
- n) The owner will be required to incorporate noise and vibration attenuation measures in the development in accordance with the recommendations contained in the required Noise and Vibration Study.

17187

- o) The owner will be required to pay development charges to the **City** in accordance with Development Charges By-law (1994)-14553, as amended from time to time, or any successor thereof, prior to the issuance of a building permit, at the rate in effect at the time of the issuance of a building permit.
- p) The **City** will, for a period of two (2) years after the passage of the by-law removing the holding symbol (H), reserve water supply and sewage treatment plant capacity for the lands, equivalent to the volume of the current industrial **Use** (as of January 6, 1997). If the owner has not applied for a building permit for residential development on the lands within two (2) years following the removal of the holding symbol (H), water supply and sewage treatment capacity will then be made available on the same basis as for other projects in the **City**.
- q) The owner shall construct a sidewalk along the frontage of Arthur Street from Elizabeth Street to Cross Street, including sufficient boulevard. To do this the owner may be required to provide a widening across the frontage of this property. The widened street line shall be located 4.5 metres behind the back of the existing curb in order to provide a 2 metre wide boulevard and a 1.5 metre wide sidewalk located one metre from the street line.
- r) The owner shall meet all requirements of Guelph Hydro, including the provision of easements and agreements with Guelph Hydro, in order to provide the subject property with hydro services to the satisfaction of Guelph Hydro.

6. Deed to the **City**

The owner shall make arrangements satisfactory to the **City** providing for a quit claim deed to the **City**, for the portion of the said lands under the Speed River.

7. Parkland Dedication

The owner shall make arrangements satisfactory to the **City** providing for a deed to the **City** for land for a public walk from the lands known municipally as 5 Arthur Street South, to be constructed by the Owner and maintained by the **City**.

The owner agrees that the location of the said public walk shall be satisfactory to the Director of Community Services and extend from the Speed River to a point at least fifteen (15m) metres from the top of the bank, and shall contain a minimum of 0.662 hectares, excluding the limestone **Building**, which shall be part of the parkland dedication to the **City** in accordance with By-law (1989)-13410, as amended from time to

time or any successor thereof for the properties known municipally as 5 Arthur Street South.

The owner further agrees to construct an eight (8) foot wide asphalt walk and to grade, topsoil, sod and demarcate the park block at the owner's expense, according to the Recreation & Park's Parkland Development Specifications and the **City's** Property Demarcation Policy to the satisfaction of the Director of Community Services, prior to the occupancy of any future development or redevelopment on the said lands.

8. Phasing

The owner shall enter into agreement(s) respecting phasing of the development of the said lands to the satisfaction of the **City**.

9. Agency Circulation and Information Meeting

An application to remove the holding symbol (H) shall be circulated for comment and review to such persons, public bodies, and agencies as the **City** considers appropriate.

Prior to the removal of the holding symbol (H) and after a Site Plan has been provided to the **City** in accordance with Clause 1, a public Information Meeting of Council shall be held with notice given to such persons, public bodies and agencies as the **City** considers appropriate.

R950284  
O960015

2.9.1(iii) (H3) 64 Duke Street and 69 Huron Street (Defined Area Map #38)

Purpose:

To ensure that townhouse, infill apartment and parkland development does not occur until the completion of certain conditions to the satisfaction of the **City**.

Interim Uses:

**Manufacturing, Tradesperson's shop, Repair Service, and Warehousing.**

Prior to the removal of the holding symbol "H", the owner shall complete the following conditions to the satisfaction of the **City**:

1. Infrastructure Study

An Infrastructure Study, satisfactory to the **City**, must be completed to assess the impacts of this proposal. The Study will assess the traffic impacts of this proposal with respect to road, sidewalk and signal requirements and will evaluate the sewer and water system demands and capacities along with the structural condition of the existing services. It will also recommend works required to provide adequate infrastructure

necessary for the development and make recommendations with respect to the phasing and financing of the required work.

2. Decommissioning

The owner will be required to complete the decommissioning of the lands in accordance with the Ministry of Environment and Energy's "Guidelines for Use at Contaminated Sites in Ontario, June 1996", or any successor thereto.

3. Noise and Vibration Study

The owner will be required to conduct a Noise and Vibration Study as provided for in the Official Plan for the City of Guelph for the lands adjacent to the CN lines and a similar study as it relates to the Guelph Junction Railway lands provided the said lands have not been officially abandoned for railway purposes.

17187

4. Site Plan

The owner shall submit to the **City**, in accordance with Section 41 of The Planning Act, R.S.O. 1990, cP.13, as amended from time to time or any successor thereof, a fully detailed site plan (complete with the building elevations) to the satisfaction of the Director of Planning and Business Development, the Director of Works, the Director of Community Services, and the Grand River Conservation Authority and the Owner shall enter into a satisfactory Site Plan Agreement with the **City**, which Agreement shall include, in addition to the usual Site Plan matters, the following conditions:

- a) The owner will be responsible for the cost of all road improvements and traffic control devices recommended by the Infrastructure Study which are attributable to this development.
- b) The owner will be required to provide road widenings to accommodate the road improvements recommended by the Infrastructure Study which are attributable to this development.
- c) The owner will be responsible for the cost of all improvements required to the municipal services identified by the Infrastructure Study which are attributable to this development.
- d) The owner will be responsible for the cost of all service laterals required.
- e) The owner will be required to have a Professional Engineer design a grading plan and storm water management system for the site incorporating a control flow weir and a connection to the storm sewer, satisfactory to the Director of Works.

- f) The owner will be required to grade, develop and maintain the site including the storm water management facilities designed by a Professional Engineer, in accordance with a Site Plan that has been submitted to and approved by the Director of Works. Furthermore, the Owner shall have the Professional Engineer who designed the storm water management system certify to the **City** that he or she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the **City** and that it is functioning properly.
- g) The owner will be required to fence the property line between the sites and the Guelph Junction Railway lands with eighteen hundred (1800mm) millimetre black vinyl coated chain link **Fence** unless the lands have been officially abandoned by the Guelph Junction Railway for railway purposes, in which case the property shall be demarcated in accordance with the **City's** Property Demarcation Policy.
- h) The owner will be required to pay the cost to reconstruct the deteriorated sections of the curb and gutter and sidewalk along the property's frontage along Duke Street to the satisfaction of the Director of Works.
- i) The owner will be required to provide six (6m) metre easements for each of the storm and sanitary sewers located on the property.
- j) The owner shall obtain permission for any additional railway crossings proposed from the Guelph Junction Railway and any other agencies with authority.
- k) The owner shall meet all the requirements of the Special Policy Area of the Official Plan.
- l) The owner will be required to incorporate noise and vibration attenuation measures in the development in accordance with the recommendations contained in the required Noise and Vibration Study.
- m) The owner will be required to pay development charges to the **City** in accordance with Development Charges By-law (1994)-14553, as amended from time to time or any successor thereof, prior to the issuance of a building permit, at the rate in effect at the time of the issuance of a building permit.

17187

5. Parkland Dedication  
 The owner shall make arrangements satisfactory to the **City** providing for a deed to the **City** for land for a public park from the lands known municipally as 69 Huron Street, to be constructed by the owner and maintained by the **City** containing a minimum of 0.39 hectares, which shall be part of the parkland dedication to the **City** in accordance with By-law (1989)-13410, as amended from time to time or any successor thereof for the properties known municipally as 64 Duke Street, 45 Elizabeth Street and 69 Huron Street. The owner further agrees to grade, topsoil, sod and demarcate the park block at the Owner's expense, according to the Recreation & Park's Parkland Development Specifications and the **City's** Property Demarcation Policy to the satisfaction of the Director of Community Services.
  
6. Phasing  
 The Owner shall enter into agreement(s) respecting phasing of the development of the said lands to the satisfaction of the **City**.
  
7. Agency Circulation and Information Meeting  
 An application to remove the holding symbol (H) shall be circulated for comment and review to such persons, public bodies, and agencies as the **City** considers appropriate. Prior to the removal of the holding symbol (H) and after a Site Plan has been provided to the **City** in accordance with Clause 1, an information Meeting of Council shall be held with notice given to such persons, public bodies and agencies as the **City** considers appropriate.

R950284  
O960019

2.9.1(iv) (H4) 45 Elizabeth Street (Defined Area Map #38)

Purpose:

To ensure that cluster townhouse development does not occur until the completion of certain conditions to the satisfaction of the City.

Interim Uses:

**Manufacturing, Tradesperson's Shop, Warehousing, and Repair Service.**

Prior to the removal of the holding symbol "H", the owner shall complete the following conditions to the satisfaction of the **City**:

1. Infrastructure Study  
 An Infrastructure Study satisfactory to the **City** must be completed to assess the impacts of this proposal. The Study will assess the traffic impacts of this proposal with respect to road, sidewalk and signal requirements and will evaluate the sewer and water system demands and capacities along with the structural condition of the existing services.

It will also recommend works required to provide adequate infrastructure necessary for the development and make recommendations with respect to the phasing and financing of the existing services.

2. Decommissioning

The owner will be required to complete the decommissioning of the lands in accordance with the Ministry of Environment and Energy's "Guidelines for Use at contaminated Sites in Ontario, June 1996", or any successor thereto.

3. Noise and Vibration Study

The owner will be required to conduct a Noise and Vibration Study as provided for in the Official Plan for the City of Guelph for the lands adjacent to the CN lines and a similar study as it relates to the Guelph Junction Railway lands provided the said lands have not been officially abandoned for railway purposes.

17187

4. Site Plan

The owner shall submit to the **City**, in accordance with Section 41 of The Planning Act, R.S.O. 1990, c.P.13, as amended from time to time or any successor thereof, a fully detailed site plan (complete with the building elevations) to the satisfaction of the Director of Planning and Business Development, the Director of Works, the Director of Community Services and the Grand River Conservation Authority and the owner shall enter into a satisfactory Site Plan Agreement with the **City**, which Agreement shall include, in addition to the usual Site Plan matters, the following conditions:

- a) The owner will be responsible for the cost of all road improvements and traffic control devices recommended by the Infrastructure Study which are attributable to this development.
- b) The owner will be required to provide road widenings to accommodate the road improvements recommended by the Infrastructure Study which are attributable to this development.
- c) The owner will be responsible for the cost of all improvements required to the municipal services identified by the Infrastructure Study which are attributable to this development.
- d) The owner will be responsible for the cost of all services laterals required.
- e) The owner will be required to have a Professional Engineer design a grading plan and storm water management system for the site incorporating a control flow weir and a connection to the storm sewer, satisfactory to the Director of Works.

- f) The owner will be required to grade, develop and maintain the site including the storm water management facilities designed by a Professional Engineer, in accordance with a Site Plan that has been submitted to and approved by the Director of Works. Furthermore, the Owner shall have the Professional Engineer who designed the storm water management system certify to the **City** that he or she supervised the construction of the storm water management system and that the storm water management system was built as it was approved by the **City** and that it is functioning properly.
- g) The owner will be required to **Fence** the property line between the sites and the Guelph Junction Railway lands with eighteen hundred (1800mm) millimetre black vinyl coated chain link **Fence** unless the lands have been officially abandoned by the Guelph Junction Railway for railway purposes, in which case the property shall be demarcated in accordance with the **City's** Property Demarcation Policy.
- h) The owner shall provide a two (2m) metre road widening across the frontage of Elizabeth Street.
- i) The owner will be required to pay the cost to reconstruct the deteriorated sections of the curb and gutter and sidewalk along the property's frontage along Duke Street and Elizabeth Street to the satisfaction of the Director of Works.
- j) The owner shall obtain permission for any additional railway crossings proposed from the Guelph Junction Railway and any other agencies with authority.
- k) The owner shall meet all the requirements of the Flood Fringe area of the Official Plan.
- l) The owner will be required to incorporate noise and vibration attenuation measures in the development in accordance with the recommendations contained in the required Noise and Vibration Study.
- m) The owner will be required to pay development charges to the **City** in accordance with Development Charges By-law (1994)-14553, as amended from time to time or any successor thereof, prior to the issuance of a building permit, at the rate in effect at the time of the issuance of a building permit.



17187

5. Parkland Dedication

The owner shall make arrangements satisfactory to the **City** providing for a deed to the **City** for land for a public park from the lands known municipally as 69 Huron street, to be constructed by the owner and maintained by the **City**, containing a minimum of 0.39 hectares, which shall be part of the parkland dedication to the **City** in accordance with By-law (1989)-13410, as amended from time to time or any successor thereof for the properties known municipally as 64 Duke Street, 45 Elizabeth Street, and 69 Huron Street. The owner further agrees to grade, topsoil, sod and demarcate the park block at the owner's expense, according to the Recreation & Parks Parkland Development Specifications and the **City's** Property Demarcation Policy to the satisfaction of the Director of Community Services.

6. Phasing

The owner shall enter into agreement(s) respecting phasing of the development of the said lands to the satisfaction of the **City**.

7. Agency Circulation and Information Meeting

An application to remove the holding symbol (H) shall be circulated for comment and review to such persons, public bodies, and agencies as the **City** considers appropriate.

Prior to the removal of the holding symbol (H) and after a Site Plan has been provided to the **City** in accordance with Clause 1, an information Meeting of Council shall be held with notice given to such persons, public bodies and agencies as the **City** considers appropriate.

R950284  
O960015

2.9.1(v)

(H5) 89 Duke Street and adjacent lands on Duke Street and Arthur Street (Defined Area Map #38).

Purpose:

To ensure that single detached residential development does not occur until the completion of certain conditions to the satisfaction of the **City**.

Permitted Interim Use:

A Parking **Lot**.

Prior to the removal of the holding symbol "H", the owner shall complete the following conditions to the satisfaction of the **City**:

17187

1. Parkland Dedication

The owner shall make arrangements satisfactory to the **City** respecting parkland dedication or payment to the **City** of cash-in-lieu for parkland dedication in accordance with By-law (1989)-13410, as amended from

time to time, or any successor thereof, at the rate in effect at the time of application for a building permit for any number of units exceeding a total of four residential units.

2. Phasing

The owner shall enter into agreement(s) respecting phasing of the development of the said lands to the satisfaction of the **City**.

3. Agency Circulation and Information Meeting

An application to remove the holding symbol (H) shall be circulated for comment and review to such persons, public bodies, and agencies as the **City** considers appropriate. Prior to the removal of the holding symbol (H), an information Meeting of Council shall be held with notice given to such persons, public bodies and agencies as the **City** considers appropriate.

4. The owner shall enter into an agreement with the **City** covering the conditions listed below:

- a) That, prior to issuance of a building permit and prior to any severance of the lands, the owner shall deed to the **City**, free of all encumbrances, a triangular road widening in the southerly corner of lot 42 abutting Arthur Street with a frontage of 6.0 metres and a depth of 2.0 metres.
- b) That, prior to issuance of a building permit and prior to any severance of the lands, the owner shall grant the City a new easement from Duke Street to Arthur Street, for a water main, satisfactory to the City Solicitor and the Director of Works.
- c) That the owner pays Development Charges, to the **City**, in accordance with By-law (1994)-14533, as amended from time to time, or any successor thereof, prior to issuance of a building permit, at the rate in effect at the rate in effect at the time of issuance of the building permit.
- d) That the owner applies for sanitary and water laterals and pays the rate in effect at the time of application prior to issuance of a building permit.
- e) That the owner builds on the **Lot** and grades and drains the **Lot** in accordance with a plan that has been submitted to and approved by the Director of Works prior to issuance of a building permit.
- f) That the owner constructs and **Building** at such an elevation that the lowest level of the **Building** (whether basement, cellar or crawl space) can be serviced with a gravity connection to the sanitary

sewer.

15692 2.9.1(vi) (H6) 956 Edinburgh Road South – Deleted by By-law (1999)-16078

15740 2.9.1(vii) (H7) Deleted by By-law (1998)-15895

15749 2.9.1(viii) (H8) North Street west side – Deleted by By-law (1999)-16110

16400 2.9.1(ix) (H9) Hanlon East Industrial - Deleted by By-law (2009)-18760  
18760

16400 2.9.1(x) (H10) Hanlon East Industrial - Deleted by By-law (2007)-18307  
18307

16400 2.9.1(xi) (H11) Hanlon East Industrial – Deleted by By-law (2009)-18706  
17187  
18706

16400 (xii) (H12) Deleted by By-law Number (2003)-17315  
17315

16400 (xiii) (H13) Cedarvale Avenue at Cityview Drive

Purpose

To ensure that development of the lands does not proceed until the **City** has secured the cost to upgrade Cedarvale Avenue and Cityview Drive to full municipal standards including the construction of sewers and watermains.

Conditions

Prior to the removal of the Holding symbol “H”, the **City** shall have a legally binding commitment from the owners on both sides of Cedarvale Avenue and Cityview Drive to pay for:

- a) the cost of constructing sewers and watermains on the existing abutting road;
- b) the cost of upgrading the abutting roadway to the **City’s** urban residential road standard.

16461 (xiv) (H14) Deleted by By-law (2005)-17779  
17779

16463 (xv) (H15) Deleted By By-law (2012)-19477  
19477

16776 (xvi) (H16) 63-65 Woodlawn Road West  
Holding Provision:

Purpose

To ensure that development does not occur on the B.3 **Zoned** industrial lands, until the owner has entered into a Site Plan Control Agreement that has been registered on title, and the Arthur Street sanitary sewer has been adequately upgraded to support the permitted **Uses** to the satisfaction of the Director of Works.

Conditions

Prior to the removal of the Holding Symbol (H);

- a) The owner shall enter into a Site Plan Control Agreement that is executed and registered on title, that includes the conditions of approval endorsed by **City** Council related to application (ZC0106).
- b) The Arthur Street trunk sanitary sewer shall be upgraded to support the proposed **Uses** to the satisfaction of the Director of Works.

16806 (xvii) (H17) Deleted by By-law (2003)-17281  
17281

16840 (xviii) (H18) Deleted by By-law (2002)-16970  
16970

OMB (xix) (H19) 138 College Avenue West – southerly portion (Defined Area Map 17)  
0774

Purpose

To ensure that development does not occur until the southerly portion of the site, zoned R.4B (H19), has been decommissioned to the satisfaction of the **City**.

Conditions

Prior to the removal of the holding symbol “H”, the owner shall demonstrate to the **City** that the southerly portion of the subject lands known municipally as 138 College Avenue West have been decommissioned for residential **Use**, in accordance with the current edition of the Ministry of the Environment document entitled “Guideline for Use At Contaminated Sites in Ontario” and that the owner has filed a Record of Site Condition.

16918 (xx) (H20) Deleted by By-law Number (2003)-17234  
17234

17064 (xxi) (H21) Deleted by By-law Number (2010)-19070  
19070

17236 2.9.1(xxii) (H22) 180 Clair Road West

Purpose

To ensure that the development of the lands does not proceed until the owner has completed certain conditions to the satisfaction of the City of Guelph.

Condition

Prior to the removal of the Holding symbol (H), the owner shall complete the following conditions to the satisfaction of the **City**:

1. The owner and any mortgagees shall enter into a site plan control agreement satisfactory to the **City** Solicitor and registered on title agreeing to the site plan conditions approved by **City** Council.

17698 2.9.1 (xxiii) (H23) Hanlon Creek Business Park

As shown on Defined Area Map Numbers 69 & 70 of Schedule "A" of this **By-law**.

Purpose

To ensure that development does not occur until full municipal services are provided and all applicable costs associated with development are paid to the **City**, to the satisfaction of the City of Guelph.

Condition

Prior to the removal of the Holding designation "H", the owner shall complete the following condition to the satisfaction of the **City**:

1. The owners and any mortgagees shall enter into a Cost Sharing or Front-ending Agreement with the **City**, satisfactory to the **City** Solicitor and registered on the title of the individually-owned parcels of land, agreeing to all conditions related to the development of the lands including the provision of full municipal services and the payment to the **City** of all applicable costs associated with the Hanlon Creek Business Park development, to the satisfaction of the City of Guelph.

18109 2.9.1(xxiv) (H24) 210 and 222 College Avenue East  
20092  
20280

Purpose

To ensure that the use of the lands is not intensified and that **Use** of the lands for **Accessory Apartment, Bed and Breakfast, Day Care Centre, Group Home, Home Occupation, or Lodging House** does not proceed until the owner has completed certain conditions to the satisfaction of the City of Guelph.

Conditions

Prior to the removal of the Holding symbol (H), the owners shall complete the following conditions to the satisfaction of the **City**:

1. That the owners enter into an Engineering Services Agreement with the **City** satisfactory to the **City** Engineer.
2. That the owners agree to pay their share of the actual cost of constructing and installing the following works:
  - a. sanitary sewer complete with all appurtenances including restoration on College Avenue from Power House Lane to the middle of the lands associated with 222 College Avenue East;
  - b. sanitary sewer laterals including restoration to each of the properties.
3. That the owners pay to the **City**, the **City's** estimate of the cost of constructing the above noted works.
4. That the owners have connected their dwellings to the municipal watermain to the satisfaction of the **City** Engineer and the **City's** Plumbing Inspector. Furthermore, the owners have paid to the **City** all unpaid frontage and lateral charges in accordance with the policies of the **City**.
5. That the owners have connected their dwellings to the municipal sanitary sewer to the satisfaction of the **City** Engineer and the **City's** Plumbing Inspector.
6. That any domestic wells on the properties have been properly abandoned in accordance with current Ministry of the Environment Regulations and Guidelines to the satisfaction of the **City** Engineer.
7. That the owners have entered into an Agreement with the **City**, registered on title, satisfactory to the **City** Solicitor covering the above noted conditions.

Purpose:

To ensure that development of the subject lands does not proceed until the following conditions have been met to the satisfaction of the **City** related to the subject development.

Conditions:

1. Completion and final approval of the class environmental assessment processes for a grade-separated crossing at the intersection of Silvercreek Parkway and the C.N.R. rail line at the north edge of the subject lands; and for the re-alignment of Silvercreek Parkway between Paisley Road and Waterloo Avenue and a new public road on the subject lands east of Silvercreek Parkway [right-of-way of 18 m (59 ft.)]
2. Registration on title to the subject lands of an executed Site Plan Agreement which addresses, among other items, appropriate infrastructure requirements
3. The Owner entering into an agreement for a financial contribution to the construction of a stormwater management facility on the portion of the subject lands east of Howitt Creek
4. Conveyance of any lands required for the underpass and road projects noted above, and for the stormwater management facility east of Howitt Creek, and for the proposed parks on the subject lands between Silvercreek Parkway and Howitt Creek, with the exception of the Market (public) square.
5. The awarding of contracts for the construction of the underpass, road and stormwater management projects noted above.

19496 2.9.1 (xxvi) (H26) Deleted by By-law Number (2015)-19946

19946

19968 2.9.1 (xxvii) (H27) 78 Starwood Drive – southerly portion (Defined Area Map 62)

19968

Purpose

To ensure that development of the subject lands does not proceed until the following condition has been met to the satisfaction of the City.

Conditions

The necessary assembly or consolidation of any lands required to ensure orderly development and satisfactory driveway access in association with abutting developable lands with frontage on Watson Parkway North.

- 19968  
20361 2.9.1 (xxiii) (H28) Deleted by By-law (2019)-20361
- 20187 2.9.1 (xxix) (H30) Downtown Zones Holding Provision  
As shown on Defined Area Map Numbers 36, 37, 38 of Schedule "A" of this **By-Law**.

Purpose

To ensure that municipal services are adequate and available, to the satisfaction of the **City**, prior to intensification of the lands.

Interim **Uses** Prior to Removal of the "H"

For such time as the "H" symbol is in place, these lands may be **Used** for:

- a) **Uses** legally existing on the date of the passing of this By-law (2017)-20187.
- b) All **Uses** permitted in the applicable **Zone**.

Interim Regulations Prior to Removal of the "H"

For such time as the "H" symbol is in place, only the following replacements, additions or expansions of **Buildings** or **Structures** legally existing on the effective date of this **By-law** shall be permitted:

- a) Modifications to existing **Building** façade(s).
- b) Minor additions to existing **Buildings**, to a maximum of 10 square metres.

Conditions

Prior to the removal of the Holding symbol "H" a municipal services review shall be completed to the satisfaction of the **City**. The scope and boundary of the municipal services review will be determined by the **City** and may include but is not limited to: watermain condition and water supply; sanitary sewer condition and sanitary capacity; storm sewer condition and capacity; stormwater management facility condition and capacity; road and intersection condition and capacity; transportation facilities; and hydro services.

- a) Should the municipal services review demonstrate that all necessary municipal services required for the proposed development are adequate and available to the satisfaction of the **City**, the "H" may be lifted; or,
- b) Should the municipal services review determine that all necessary municipal services required for the proposed development are not adequate and available, then prior to the "H" being lifted:
  - The actual design and construction costs of any municipal services required for the proposed development shall be



secured where appropriate and in a matter satisfactory to the City; and,

- Any municipal services required for the proposed development shall be designed to the satisfaction of the City; and,
- Any municipal services required for the proposed development shall be constructed to the satisfaction of the City prior to any intensification of the lands.

20187

### 2.9.1 (xxx) (H32) Baker Street Holding Provision

As shown on Defined Area Map Number 36 of Schedule “A” of this **By-law**.

#### Purpose

To ensure a comprehensive master plan is prepared for the site prior to redevelopment and that municipal services are adequate and available, to the satisfaction of the **City**, prior to intensification of the lands.

#### Interim **Uses** Prior to Removal of the “H”

For such time as the “H” symbol is in place, these lands may be **Used** for all **Uses** permitted in the applicable **Zone**, subject to the following interim Regulations:

#### Interim Regulations Prior to Removal of the “H”

For such time as the “H” symbol is in place, only the following replacements, additions or expansions of **Buildings** or **Structures** legally existing on the effective date of this **By-law** shall be permitted:

- a) Modifications to existing **Building** façade(s)
- b) Minor additions to existing **Buildings**, to a maximum of 10 square metres.

#### Conditions

Prior to the removal of the Holding symbol “H”, the following conditions shall be completed to the satisfaction of the **City**;

1. That an Urban Design Master Plan be developed to the satisfaction of the **City** that includes the following items:
  - a. location of public and/or private **Streets** and laneways;
  - b. location, size and configuration of parkland/open space on the site;
  - c. location, uses and massing of **Buildings** and their relationship to adjacent **Streets** and open spaces;
  - d. built form transitions to the surrounding community;
  - e. shadow impacts;
  - f. physical and visual connections to the immediate surroundings and broader downtown area;

- g. conceptual streetscape designs for internal **Streets** and adjacent public **Streets** to be improved;
  - h. heritage attributes to be rehabilitated, conserved and retained in the proposed development;
  - i. locations for heritage interpretation and/or public art;
  - j. general location and lay-out of parking;
  - k. provision of affordable housing; and,
  - l. environmental features and elements that support the Community Energy Plan and the sustainability policies of the Official Plan; and,
2. Prior to the removal of the Holding symbol “H” a municipal services review shall be completed to the satisfaction of the **City**. The scope and boundary of the municipal services review will be determined by the **City** and may include but is not limited to: watermain condition and water supply; sanitary sewer condition and sanitary capacity; storm sewer condition and capacity; stormwater management facility condition and capacity; road and intersection condition and capacity; transportation facilities; and hydro services.
- a. Should the municipal services review demonstrate that all necessary municipal services required for the proposal are adequate and available to the satisfaction of the **City**, the “H” may be lifted; or,
  - b. Should the municipal services review determine that all necessary municipal services required for the proposal are not adequate and available, then prior to the “H” being lifted:
    - The actual design and construction costs of any municipal services required for the proposed development shall be secured where appropriate and in a manner satisfactory to the City; and,
    - Any municipal services required for the proposed development shall be designed to the satisfaction of the City; and,
    - Any municipal services required for the proposed development shall be constructed to the satisfaction of the City prior to any intensification of the lands.

16550 2.10 OFFENCE

Any person who **Uses** land contrary to any provision of this **By-law** and any person who owns land which is Used contrary to any provision of this **By-law** is guilty of an offence.

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2.11 PENALTIES

- a) Any person convicted of an offence under any provision of this **By-law** shall be liable to a penalty as set out in Section 67 (1) of The Planning Act, R.S.O,1990, Chapter P.13.
- b) Any corporation convicted of an offence under any provision of this **By-law** shall be liable to a penalty as set out in Section 67 (2) of The Planning Act. R.S.O. 1990, Chapter P13, or any successor thereof.

2.12 ILLUSTRATIONS

- a) Illustrations in Section 3 are for the purpose of clarification and convenience, and do not form part of this **By-law**.
- b) Illustrations in Section 4 do form part of this **By-law**.

2.13 **Service Animals**

- a) Nothing in this by-law shall apply to prohibit the keeping of a **Service Animal** on residential properties.
- b) For the purposes of this Section, the following definition shall apply:

**Service Animal** as defined by the Accessibility for Ontarians with Disabilities Act, 2005. An animal is a **Service Animal** for a person with a disability if:

- (a) It is readily apparent that the animal is used by the person for reasons relating to his or her disability; or,
- (b) The person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.

