



## NOTICE OF DECISION

### On Application for Approval of Draft Plan of Vacant Land Condominium under the Planning Act, and the Condominium Act, 1998

**Approval Authority:** County of Wellington

**File Number:** 23CD-19001  
North Rockwood Developments Inc.

**IN THE MATTER** of an Application for Condominium being Pt Lot 7, Concession 4, Eramosa, RP 61R-20528 Part 1, Rockwood, now Township of Guelph-Eramosa in the County of Wellington.

**TAKE NOTICE** that the Corporation of the County of Wellington gave approval for an application for a draft plan of Vacant Land condominium, Wellington County File No.23CD-19001, on under Section 51 of the Planning Act, R.S.O. 1990 as amended and pursuant to the Condominium Act, 1998 in respect of Pt Lot 7, Concession 4, Eramosa, RP 61R-20528 Part 1, Rockwood, now Township of Guelph-Eramosa in the County of Wellington subject to conditions of approval.

**PUBLIC INPUT:** There were written submissions received and considered by the County of Wellington. No oral submissions were made at the Public Meeting in support or opposition to the proposed draft plan of vacant land condominium.

**RELATED APPLICATIONS** – Zoning application ZBA 4-2021 with the Township of Guelph/Eramosa

**AND TAKE NOTICE** that any person or public body may appeal the decision to approve or to refuse the draft plan of Vacant Land Condominium, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of Vacant Land Condominium (if applicable) to the Ontario Land Tribunal, by filing with the Director of Planning and Development for the County of Wellington, not later than **Thursday, December 29, 2022 at 4:00 p.m.**, a written notice of appeal setting out the reasons for appeal.

**AND THAT** the applicant or any public body may, at anytime before the approval of the final plan of Vacant Land condominium, appeal any of the conditions imposed by the Corporation of the County of Wellington by filing with the Director of Planning and Development a written notice of appeal that must set out the reasons in support of the appeal, accompanied by the applicable fee of \$1100.00, (certified cheque or money order) made payable to the Minister of Finance of Ontario.

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of Vacant Land Condominium if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of Vacant Land Condominium, or made a written request to be notified of changes to the conditions of approval of the draft plan of Vacant Land Condominium, accompanied by the applicable fee of \$1100.00, (certified cheque or money order) made payable to the Minister of Finance of Ontario..

### PLANNING ACT REGULATIONS (O.Reg 544/06, as amended)

#### Section 9(4)

- i. You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of condominium if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of condominium, or made a written request to be notified of changes to the conditions of approval of the draft plan of condominium.
- ii. No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

Section 9(5)

- i. Only individuals, corporations or public bodies may appeal decisions in respect to a proposed plan of condominium to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.
- ii. No person or public body shall be added as a part of the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

A copy of the decision, including the conditions, is attached. Additional information regarding the proposed plan of Vacant Land Condominium is available to the public for inspection in the Planning and Development Department of the County of Wellington, as well as at the Municipal Offices for the Township of Guelph-Eramosa during regular business hours.

**DATED** at the City of Guelph, County of Wellington Administration Centre, December 09, 2022



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Sarah Wilhelm, BES, MCIP, RPP  
Manager of Policy Planning

**THE CORPORATION OF THE COUNTY OF WELLINGTON  
DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON**

With respect to an application by North Rockwood Developments Inc., pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended and pursuant to the Condominium Act, 1998 for approval of a plan of Vacant Land Condominium, being Part of Lot 7, Concession 4, Rockwood, Township of Guelph-Eramosa in the County of Wellington.

**CONDITIONS OF APPROVAL FOR  
DRAFT PLAN OF VACANT LAND CONDOMINIUM 23CD-19001**

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<b>No.</b>	<b>Condition</b>
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1. THAT this draft approval applies to the draft plan of vacant land condominium, file No. 23CD-19001, as prepared by Astrid J. Clos, Planning Consultants on November 3, 2020 boundary certified by Jamie Laws, Van Harten Surveying, depicting 50 Townhouse Units (1.02 ha) with a Common Element private road, common amenity area, visitor parking, snow storage area and sidewalk (0.43 ha). Subject property is 1.45 ha in area.
2. THAT the plan proposed for registration shall be reviewed and accepted by the Township of Guelph/Eramosa prior to the County of Wellington granting final approval.
3. THAT prior to final approval by the County of Wellington, the County is to be advised by the Township of Guelph/Eramosa that the Plan complies with the Township's Zoning By-law.
4. THAT all exclusive use portions of the common element shall be dimensioned on the plan of condominium, to the satisfaction of the Township of Guelph/Eramosa.
5. THAT prior to final approval, the Owner shall provide the Township with a draft copy of the Declaration for its review and approval.
6. THAT the Condominium Declaration:
  - a. State that the Condominium Corporation is responsible for the maintenance of all sidewalk connections from the condominium plan to the township sidewalk located in the County Road Boulevard, as well as public sidewalks, pathways, stairs, ramps, public spaces, driveways, access routes and parking areas in a lit, clear, safe and snow/ice free condition at all times in accordance with the Township's Property Standards By-law (50/2018), and any successor by-laws;
  - b. State that the Condominium Corporation is responsible for maintaining the hardscape and landscape common element features on the lands for the life of the development, in accordance with the approved Site Plans and in accordance with the Township's Property Standards By-law (50/2018), and any successor by-laws;
  - c. State that a minimum of seventeen (17) visitor parking spaces are provided on the lands and describe the location of all visitor parking and barrier free parking spaces on the lands. Provisions in the Declaration relating to the number of visitor parking spaces and their use as visitor parking spaces shall not be amended without the consent of the Township;
  - d. State that the Condominium Corporation is responsible for ensuring maintenance of visitor and barrier free parking spaces, including the installation and maintenance of

signage for such parking spaces, and for ensuring that the visitor parking spaces are used by visitors to the site, and not by unit owners;

- e. State that the following common elements on the Plan of Condominium remain permanent common element features for the exclusive use and benefit of the unit owners and occupants of the condominium and the condominium corporation and that the use of said common element features shall be restricted to only the condominium corporation, unit owners, occupants, and invitees/guests of a unit owner or occupant, not for general public use. Said common element features include:
- The Private Road providing access to the units and to Wellington County Road 27'
  - The 1.5 metre wide sidewalk
  - The outdoor common amenity area
  - The snow storage area
  - The landscape area to the west of the Private Road
  - The 17 visitor parking spaces

There shall be no charge to the condominium corporation, unit owners and tenants for the use of said spaces, except for specified reservations or events pre-arranged by unit owners and/or occupants for which the Condominium Corporation may collect a damage/security deposit and recover any reasonable costs incurred by the Condominium Corporation such as clean up charge, security and repair charges.

7. THAT prior to registration the Owner shall:
- a. Undertake in writing to the Township of Guelph/Eramosa that it shall register the final draft Condominium Declaration and Description in the form and content approved by the Township without any amendments thereto;
  - b. Provide the following certifications:
    - i) An Engineer's certification for site servicing, grading, and storm water management with an 'as recorded' drawing that complies with basic engineering principles and the Township accepted engineering plans/reports, to the satisfaction of the Township;
    - ii) A Solicitor's certification stating that all easements necessary to ensure the independent operation of the condominium corporation and the condominium development in perpetuity will be in place upon registration of the condominium;
    - iii) A Surveyor's certification that all easements necessary to ensure the independent operation of the condominium corporation and the condominium development will be in place upon registration of the condominium.
  - c. Provide the Township of Guelph/Eramosa with a solicitor's undertaking that forthwith after registration, the Township shall be provided with one complete hardcopy of the registered Declaration and Description and one digital copy of each document.
  - d. Convey easements required for servicing, fire protection, utilities and communication/telecommunication services to the Township, County or other agency/utility as the case may be. The form and content of the easement shall be to the satisfaction of the Township, county or other agency/utility, as the case may be.
  - e. Satisfy all provisions of the Site Plan Agreement.
  - f. Demonstrate to the Township, in chart form, that the development is in compliance with the Zoning By-law.
8. THAT Owner shall make satisfactory arrangements with the appropriate provider of telephone, natural gas, cable television and other utilities for the provision of such services to this plan of condominium.
9. THAT the private street(s) shall be named and the units numbered to the satisfaction of the Township of Guelph/Eramosa and such new street names shall not be duplicates of street names elsewhere in the County of Wellington.

10. THAT the Owner agrees to satisfy the requirements of the Township of Guelph/Eramosa in reference to parkland dedication by providing cash-in-lieu of parkland in accordance with the Township's Parkland Dedication By-law.
11. THAT the Owner agrees to enter into a Development Agreement with the Township of Guelph/Eramosa and further agrees to satisfy all the requirements, financial and otherwise, of the Township of Guelph/Eramosa including but not limited to the provision of and standard of roads, solid waste removal, snow removal and storage, the installation of services and drainage, sidewalks and trails, street lighting, signage, the planting and preservation of trees, landscaping and the provision of fencing.
12. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect that prior to final approval, the Owner shall develop the common element components of the plan of condominium in accordance with all approved plans, including but not limited to, the site plan, lot grading and drainage controls plans, storm servicing plan, servicing plan and landscape plans, as approved by the Township. For those components of the common elements not completed prior to final approval, the Owner shall provide financial assurances, in a form and content satisfactory to the Township, to ensure that all common elements are completed in a timely and satisfactory manner.
13. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of condominium after final approval, are informed when the land is transferred, of all the development charges related to this development.
14. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions requiring the Owner to submit to the Township for its review and approval, a copy of a Home Owner's Information Package which provides information, including, but not limited to, the development proposed within the condominium, adjacent community trails and/or parks, solid waste removal, snow storage and removal, and visitor parking.
15. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that requires the Owner to require builders within the plan of condominium, to attach the final Grading Plan and Servicing Plan, Landscape Plan and the Home Owner's Information Package to each agreement of purchase and sale for each unit.
16. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that require the installation, completion, operation, maintenance and securities for the extension of municipal services in accordance with the Plans approved by the Township.
17. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that require the Owner to satisfy the requirements of the Township Fire Department including adequate access for Fire Department vehicles.
18. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision or provisions that wastewater treatment allocation will be conditional upon the Owner registering the condominium within five (5) years, failing which the Township may withdraw, at its discretion, said allocation.

19. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision or provisions, in a form acceptable to the Township, that requires the Owner to:
  - a. Undertake all works according to the Plans and report under condition b)
  - b. Construct, install and maintain erosion and sediment control facilities, satisfactory to the Township's Engineer prior to any grading or construction on the Condominium lands in accordance with a plan that has been submitted to and approved by the Township's Engineer. Furthermore, the Owner's engineer shall provide a qualified inspector, satisfactory to the Township's Engineer, to inspect the site during all phases of development and construction including grading, servicing and building construction. The inspector shall monitor and inspect the erosion and sediment control measures and procedures and compliance with the approved Plans on a weekly or more frequent basis, if required. The inspector shall report on his/her findings to the Township's Engineer on a monthly or more frequent basis.
  - c. Maintain all stormwater management facilities in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Township of Guelph/Eramosa.
  - d. Erect a condominium sign on the property containing the following information:
    - i. Identifying all proposed uses within the draft approved plan of condominium;
    - ii. Identifying that on-street parking is not permitted;
    - iii. Illustrating the location of proposed sidewalks, public walkways, trails fences and community mailbox locations.
20. THAT the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township. All damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.
21. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa be registered against the lands to which it applies, and that a copy of that Agreement as registered in the Land Registry Office be filed with the County of Wellington.
22. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions whereby the Owner shall undertake to register the Condominium Plan as one Condominium Corporation to the satisfaction of the Township and the County of Wellington.
23. THAT to final approval by the County of Wellington or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the Township of Guelph/Eramosa for review and approval:
  - a. A Lot Grading and Drainage Control Plan that shows the limits of all grading, including existing and proposed site grades and drainage;
  - b. A detailed Final Stormwater Management Report and Plans in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003). The report shall include an assessment of the impacts on municipal drains and should include geotechnical information addressing the infiltration function will be protected or maintained. In addition, a storm-servicing plan for the site should be included, which shall include details of all swales/infiltration galleries. It must be demonstrated that all swale flows are contained on-site, and do not flood adjacent properties;
  - c. A detailed Functional Servicing Report;
  - d. An Erosion and Sediment Control Plan, which shall include detailed notes for inspection,

maintenance, phasing and restoration, in addition to mud mat and silt curtain fencing/dust control measures deemed necessary along the School Property.

24. THAT the Owner agrees to implement the recommendations of the Noise Feasibility Study prepared by HGC Engineering, dated January 31, 2020, including:
  - a. The installation of an Acoustic barrier, with a minimum height of 1.8 metres, in the locations recommended in the Study. The design and installation of the wall barrier shall be coordinated with the Grading Plan, and shall be of a solid construction with a surface density of not less than 20 kg/m<sup>2</sup>.
  - b. That the following warning clauses, as described further within the Noise Feasibility Study prepared by HGC Engineering, dated January 31, 2020, be registered on title to the lands, and included within purchase and sale agreements, or tenancy agreements.
    - i. Units 1 and 50
      - Type A, Type C and Type D warning clauses
    - ii. Units 2, 3, 4 and 46-49
      - Type B, Type C and Type D warning clauses
    - iii. All other Units
      - Type D warning clause

That Units 1-4 and 46-50 be required to install a forced air ventilation system with duct work sized for the future installation of central air conditioning by the occupant.
25. THAT the Owner enters into an Engineering Services Agreement with the Township in order to provide for the design and construction of all external services which are necessary to provide appropriate levels of service to this plan of condominium.
26. THAT any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of condominium be properly abandoned in accordance with the Ministry of Environment Regulations and Guidelines to the satisfaction of the Township's Director of Public Works.
27. THAT the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. 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.
28. THAT 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 methan) in the plan of condominium in accordance with applicable provisions contained in the Ontario Building Code.
29. THAT Education Development Charges shall be collected prior to the issuance of a building permit(s).
30. THAT the Owner shall agree in the site plan agreement and condominium declaration that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.
31. THAT the site plan agreement and condominium declaration contain a condition that the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.

32. THAT the developer shall agree in the site plan and condominium declaration to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease  
"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated but pick-up point."
33. THAT the Owner shall indicate in the Agreement in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication /telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
34. THAT prior to final approval, the Owner/Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.
35. THAT the Owner provide to Union Gas (Enbridge Gas Inc.) the necessary easements and/or agreements required by Union Gas for the Provision of gas services for this project, in a form satisfactory to Enbridge.
36. THAT the following matters be addressed in the condominium declaration to the satisfaction of the County of Wellington:
  - i) The inclusion of enumerated mechanism in which unit owners would conduct maintenance and repair activities for items that are of a shared nature, including either a process of doing such individually or collectively, including financial implications and procedures;
  - ii) The inclusion within the declaration of strict controls on the size, location and construction standards of any buildings to be constructed, in keeping with section 156 of the Condominium Act, 1998; and,
  - iii) The obligation for unit owners to have major perils insurance placed for the full replacement of the unit should an insurable event occur, listing the condominium as a beneficiary.
37. THAT the Corporation may request to enter into a Service Agreement with the County of Wellington Solid Waste Services under which, as a condition of receipt of County solid waste removal services, the Corporation must continuously meet the standards set within that Agreement. If the Corporation does not enter into a Service Agreement with the County of Wellington Solid Waste Services or does not continuously meet the conditions of service, then it will be required to contract for solid waste services at the Corporation's expense with a private solid waste and recycling collection provider.
38. THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan of condominium.
39. THAT the Owner's surveyor shall provide to the County of Wellington a written undertaking to provide to the County of Wellington a mylar copy and 2 white prints of the final plan of condominium as registered in the Land Titles Office for Wellington (No. 61) should such documents not be forwarded to the County of Wellington by the local Land Registrar's office after registration of the

40. THAT, if final approval is not given to this draft plan of condominium No. 23CD-19001 within five years of this draft approval, and if no extensions to draft approval have been granted, draft approval shall lapse. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution of Council for the Township of Guelph/Eramosa must be received by the Planning Department for the County of Wellington prior to the lapsing date of DECEMBER 10, 2025.
41. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Township of Guelph/Eramosa how conditions 2 to 28 inclusive have been satisfied.
42. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Upper Grand District School Board how conditions 29 to 32 inclusive have been satisfied.
43. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the telecommunication provider how condition 33 and 34 has been satisfied.
44. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by Enbridge Gas how condition 35 has been satisfied.
45. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the County of Wellington Solid Waste Services how condition 37 has been satisfied.
46. THAT prior to final approval by the County of Wellington, the Owner remit to the County of Wellington the applicable **final approval fee** which is in effect at the time of the presentation of the final plan for final approval.

#### **NOTES to DRAFT PLAN APPROVAL**

It is the owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required **clearance letters** are forwarded by the appropriate agencies to the County of Wellington, (to the **attention of the: Planning and Development Department, 74 Woolwich Street, Guelph, Ontario, N1H 3T9**), and quoting the County's file number **23CD-19001**.

If the agency condition(s) related to a condition(s) in the condominium agreement, a copy of the applicable agreement should be sent to them. This will expedite clearance of the final plan.

Payment of a clearance letter fee may be required by the clearing agencies before the clearance letter is issued; please contact the appropriate agency for information regarding this matter.

An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical**

*Wires*" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

The owner/developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication in service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner/developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the alternative communication/ telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

The owner/developer is hereby advised that prior to the issuance of a building permit, Education Development Charges shall be collected on behalf of the Wellington Catholic District School Board and the Upper Grand District School Board.

All measurements in the condominium final plan must be presented in metric units.

A plan of condominium granted final approval by the County of Wellington must be registered within 30 days or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended.

Clearances are required from the following agencies:

**Township of Guelph/Eramosa**  
**Upper Grand District School Board**  
**Telecommunication Provider**  
**Enbridge Gas**  
**Wellington County Solid Waste Services**