

THIS INDENTURE made in triplicates this 17th day of May, 2016.

BETWEEN:

THE CORPORATION OF THE CITY OF THOROLD
(Hereinafter called the 'City')

OF THE FIRST PART,

-And-

STERLING REALTY (NIAGARA) INC.
(Hereinafter called the 'Developer')

OF THE SECOND PART,

-And-

MERIDIAN CREDIT UNION LIMITED
(Hereinafter called the 'Mortgagee')

OF THE THIRD PART,

WHEREAS the Developer is the Owner of the lands in the City of Thorold described in Schedule A attached hereto, and has applied to the City of Thorold for approval of a Subdivider's Agreement for the purpose of registering the same in the Land Titles Office for Niagara;

AND WHEREAS the Developer desires to subdivide and develop the Lands in accordance with a proposed final plan(s) of subdivision;

AND WHEREAS the City agrees that it will release the Plan for registration subject to the terms and conditions of this Agreement and the conditions of draft plan approval;

AND WHEREAS the City requires the Developer, before final approval of the proposed Subdivision Agreement, to pay for the construction and installation of certain municipal services hereinafter described to serve such a Subdivision and to agree to the provisions herein contained;

AND WHEREAS this Agreement applies to the "Merritt Meadows Subdivision", being part of PT TWP LT 224 THOROLD PT 1, 59R-15140 and in the City of Thorold, prepared by Kirkup Mascoe Ure Surveying Limited, Ontario Land Surveyors, dated April 27, 2015 showing 158 single detached residential lots and 7 blocks for 126 street townhouses (Block 159-165) and 4 blocks for access reserve (Block 168-171) and 1 block (Block 167) for park and 1 block (Block 166) for stormwater management facility.

AND WHEREAS this Agreement is an agreement executed under the authority of s. 51(26) of the Planning Act, R.S.O. 1990, c. P.13, as amended, and as such may be registered against title in the Land Titles Office for Niagara North.

AND WHEREAS the Council of The Corporation of the City of Thorold approved the recommendation of Report PBS2016-19 and authorizing By-law No. 47-2016 at a Special Council meeting held on May 17th, 2016.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the City approving the said plan of subdivision and, in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the developer to the City (the receipt thereof is hereby acknowledged), the parties hereto covenant and agree one with the other as follows:

1 DEFINITIONS

In this Agreement: unless there is something in the subject matter or context inconsistent therewith:

- 1.1 'Approved plans' means the required plans as approved by the City and other government agencies including conservation authorities.
- 1.2 'Assumption of the Subdivision' shall mean the date when all works under the Agreement have been completed, the maintenance period for Operations has expired, no other obligations under the Agreement remain outstanding other than as may be specified on the date of assumption.
- 1.3 'Certificate of Completion' means the certificate of completion of all primary, secondary services issued by the Director of Operations, acting reasonably, upon being satisfied that the primary and secondary services have been completed.
- 1.4 'Conditions' means the conditions of draft approval for the Draft Plan of Subdivision imposed by the City in accordance with the requirements of the Planning Act, Ontario.
- 1.5 'Developer' includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law.
- 1.6 'Easement' means easements that are to be conveyed to the City or Region to service the Lands.
- 1.7 "Engineer" means the Developer's consulting engineer;
- 1.8 'Final approval' means final approval of the Plan for registration given by the City in accordance with the requirements of the Planning Act (Ontario).
- 1.9 'Final Certificate of Approval' means the certificate issued by the Director of Operations, acting reasonably, upon being satisfied with the completion of the primary and secondary services and the completion of all maintenance required during the one (1) year maintenance periods provided for herein.
- 1.10 'Final Plan' means a Plan prepared at the request of the Developer and submitted to the approval authority as a Final Plan suitable for registration. Upon registration, the registered plan shall be the final plan for the purposes of this Agreement.
- 1.11 'Highway' means land dedicated as a public highway by the Plan and includes a proposed public highway and proposed road widening shown on the Draft Plan.
- 1.12 'Inspector' means the Inspector appointed by the City of Thorold for the Subdivision and provides inspection services on behalf of the City.
- 1.13 'Install' shall also mean reinstall, provide, construct, or reconstruct.
- 1.14 'Lands' means all of the lands shown on the Draft Approved Plan and described in Schedule A.
- 1.15 'Primary Services' means road signs, street lighting, watermain, sewers, both sanitary and storm, catch basins or other appurtenances, the base road including base asphalt, curbs and gutters, community mail box pads.
- 1.16 'Secondary Services' means top coat of asphalt, sidewalks and any services not included in 'Primary' including but not limited to tree planting, curb cut, driveway paving on the road allowance, final lot grading and sodding of boulevards.
- 1.17 'Street Lighting' means street lighting and park walkway lighting system which includes all poles, standards, arms, lights, fixtures, wires, ducts and related equipments that are necessary for the safe illumination of the roadway, boulevard, park and walkway to the City requirements.

1.18 'Surveyor' means an Ontario Land Surveyor.

2 ORGANIZATION OF AN AGREEMENT

- 2.1 In the event of construction of this Subdivision proceeding in phases the terms of this Agreement will be read as applying to each such phase as described in Schedules F and K.
- 2.2 This Agreement shall define the obligations and duties of the Developer with respect to the plan of subdivision of the Lands, and without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Operations to be provided and payments required to be made to the City and such other matters as are more specifically set out herein and shall further define the responsibilities of the Developer related to the acceptance and assumption of the said plan of subdivision.
- 2.3 All Schedules attached hereto shall form part of this Agreement and shall have the same force and effect as if the information on them were contained in the body of this agreement.

3 PRECONDITIONS TO THE SIGNATURE OF THE AGREEMENT BY THE CITY

- 3.1 The Developer covenants and agrees to pay all arrears of taxes outstanding and all taxes for the current year in respect to the Lands described in Schedule A, prior to the execution of this Agreement by the City and registration of the final plan.
- 3.2 The Developer covenants and agrees to commute and pay, upon execution of this Agreement, all designated charges, local improvement charges, and imposed rates now assessed and levied upon the Land, including but not limited to levies under the *Local Improvement Act*, *Ontario Water Resources Act*, *Public Utilities Act*, *Drainage Act*, and the *Municipal Act, 2001*, and any other special levies or charge against the property, save and except development charges.
- 3.3 The Developer shall prepare cost estimates for the construction of all Primary Services, Secondary Services and off-site and on-site services and estimate the number of working days associated with the construction of such services upon which the calculation for inspections, Letters of Credit and security deposits shall be based. As part of Schedule F of this agreement the schedule deposits for all phases have been included. Prior to construction of the underground servicing for any phase the developer agrees to make all payments and deposits as described in Schedule F for that phase. The City agrees to give updates on the securities and accounts within 30 days of a written request from the developer.
- 3.4 The Developer covenants and agrees to grant to the City and all appropriate authorities, free from encumbrances, the lands and easements for public purposes, as described in Schedule B hereto or if the subdivision is to be constructed in phases, such conveyances and easements necessary for that phase. The documents for all lands described in Schedule B shall be deposited with the City before execution of this Agreement by the Mayor and Clerk, with the plan numbers left blank in the description in the document. The City is hereby authorized to fill in such blanks after the plan of subdivision is registered and a plan number is assigned.
- 3.5 The Developer shall comply with all conditions of the Subdivision Agreement, which are hereby referentially incorporated.
- 3.6 The Developer hereby covenants and agrees that this Agreement and the Schedules hereto, or any part thereof, will be registered by the City upon the title of the Land within the proposed plan of subdivision and a copy of the registered Agreement will be given to the Developer.

- 3.7 The Developer shall dedicate to the City Block 167 to satisfy the requirements for Parks Dedication pursuant to section 51.1 (1) of the Planning Act.
- 3.8 The Developer shall dedicate to the City Block 166 (The Stormwater Management Pond) to the City.
- 3.9 The Developer shall name all public roads within the development to the satisfaction of the City.
- 3.10 The Developer further covenants and agrees to submit a Final Plan of Subdivision (or phase) for approval.
- 3.11 The Developer agrees that the commitment of servicing allocation by the Niagara Region will be assigned at the time of final approval of the Subdivision for registration purposes. Further, the Developer agrees to include the following clause in all offers and agreements of purchase and sale that may be negotiated prior to registration of the subdivision: "Be advised that a servicing allocation for this subdivision will not be assigned by Niagara Region until the plan is granted final approval for registration."
- 3.12 The Developer shall provide the Niagara Region with a written undertaking that all offers and agreements of purchase and sale, which may be negotiated prior to registration of this subdivision, shall contain a clause clearly indicating that a servicing allocation for this subdivision will not be assigned until the plan is granted final approval for registration.
- 3.13 The Developer is aware that if final approval is not given to this plan within three (3) years of the draft approval date and no extensions have been granted, draft approval shall lapse. If the Developer wishes an extension to the draft approval, a written explanation with reasons why the extension is required, must be received by the City prior to the lapsing date.
- 3.14 The Developer agrees to submit design drawings for the sanitary sewer and storm drainage systems designed to service this development and contributing external drainage areas (sanitary sewer), as well as any proposed downstream sewer improvement, be submitted to Niagara Region for review and approval under the Ministry of the Environment and Climate Change's Transfer of Review Program.

Note: The stormwater management scheme and/or any new storm outlet will require direct approval of the Ministry of the Environment and Climate Change (Toronto office). If required this shall also include a sanitary sewer capacity study of the downstream sanitary sewer system to the satisfaction of the Niagara Region. All works shall be in compliance with the Port Robinson West Master Servicing Plan.

- 3.15 The Developer shall enter into an agreement with the Niagara Region and assume responsibility for the cost of the Regional road works to be undertaken by the Region as a result of this development including contribution to the construction of turn lanes and future signalization at the intersection of proposed Eastman Gateway and Regional Road 37 (Merritt Road).
- 3.16 The Developer agrees that prior to final approval that the appropriate zoning is in place on the lands.
- 3.17 The Developer will submit a certified list from an Ontario Land Surveyor verifying lot frontages and lot area.
- 3.18 The Developer agrees to include the following warning clauses in all Offers and Agreements of Purchase and Sale or Lease for the designated lots/blocks:
 - Lot 1, 2, Block 159, Blocks 160 and Block 163:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of Environment and Climate Change's noise criteria."

- Lot 1, Block 159 and 163:
"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic, may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment and Climate Change's noise criteria."
- Lot 2, Blocks 159, 160 and 163 (for units not immediately adjacent to Merritt Road):
"This dwelling unit has been fitted with duct work and rough-in locations for a fan coil unit and an outdoor condenser and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment and Climate Change's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOE Publication NPC-300, as applicable.)"
- Lot 1, Blocks 159 and 163 (for units immediately adjacent to Merritt Road):
"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment and Climate Change's noise criteria."
- All Units:
"Warning: Purchasers/tenants are advised that this development is in proximity to the Fairgrounds, Sports Complex & Amphitheatre adjacent to the west and industrial uses to the east. There may be alterations and/or expansions to these facilities in the future. Notwithstanding the inclusion of certain mitigation features within the development, dwelling occupants may be subject to noise and high intensity lights from the Fairgrounds, and noise, odour and/or dust from the industrial uses. These impacts may occasionally interfere with some activities of the dwelling occupants."

4 PRECONDITIONS FOR CONSTRUCTION OF SERVICES

Before any work is commenced:

- 4.1 The Developer agrees to make payments and deposits for any phase of this agreement as set out in Schedule F.
- 4.2 The Developer hereby agrees and undertakes to save harmless and keep indemnified the City, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise arising before the issuance of the Final Certificate of Approval and during the maintenance period, in connection with the work required to be done herein by the Developers, contractors, servants or agents.
- 4.3 The Developer shall supply the City with a liability insurance policy in the amount of \$5,000,000.00 in a form satisfactory to the City, indemnifying the City from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Developer of the plan of subdivision. The said policy shall specifically refer to all work to be undertaken by the Developer or its agents on public road allowances. The policy shall be maintained in full force and effect until the City assumes the plan of subdivision. In the event any renewal premium is not paid, the City, in order to prevent the

lapse of such liability insurance policy, may pay the renewal premium or premiums and the Developer agrees to pay the cost of such renewal or renewals within fourteen (14) days of the account therefore being rendered by the City. The Developer covenants and agrees that the City reserves the right to draw on and use the proceeds from the Letter(s) of Credit filed for the Agreement to make such payment if payment is not provided as requested.

- 4.4 The Developer shall submit satisfactory evidence that the contractor is qualified, experienced and has the equipment to successfully complete the works.
- 4.5 The Developer shall ensure that the contractor's bond guarantees the completion of the works and the maintenance thereof for a period of one (1) year from the completion of such works.
- 4.6 The Developer shall employ a professional engineer, approved by the Director of Operations, to carry out the engineering services required herein to the City design criteria and standards.
- 4.7 The Developer shall submit to the Niagara Region and the Niagara Peninsula Conservation Authority for review and approval two (2) copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of the Environment and Climate Change documents entitled Stormwater Management Planning and Design Manual, and Stormwater Quality Guidelines for New Development.

4.7.1 Detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and

4.7.2 Detailed sediment and erosion control plans.

Note: The Region will request the Niagara Peninsula Conservation Authority to review the stormwater management plan and other related plans on the Region's behalf and submit comments to the Niagara Region regarding the approval of these plans and the subsequent clearance of related conditions by Regional Planning staff.

- 4.8 The Owner's Consultant must demonstrate, to the City of Welland, that there will be no detrimental effect on lands within Welland as a result of the proposed storm sewer outletting into Welland. As this infrastructure is inter-municipal in nature, a maintenance agreement is required between the Cities of Thorold and Welland enacted at the developer's expense, or alternatively the storm sewer be redirected so it does not cross the municipal boundary.
- 4.9 The Developer shall submit detailed design drawings complete with calculations for the watermain system, the sanitary sewer system and the stormwater drainage system including spacing of fire hydrant locations required to service the subdivision to the City Operations Department and the City Fire Department for review. The Developer shall submit for approval a completed Form One with the water design drawings and calculations prepared by a Professional Engineer in accordance with the City's Drinking Water Works Permit.
- 4.10 The Developer agrees to provide a grading plan to the City for review and approval by the Director of Operations. The plan will have regard for all the adjacent property elevations and drainage and provide elevations and notes for the following:
 - 4.10.1 Lot corners
 - 4.10.2 Apron elevations
 - 4.10.3 Sump pump discharge locations

4.10.4 Note for roof leader discharge

4.10.5 Note that the maximum height of the concrete showing on the foundation wall shall not be more than 30.48 cm (12 inches) above the final approved grade elevation.

- 4.11 The individual lot grading plans, submitted at building permit application stage, must be prepared by the Developer's design consultant to accommodate the specific house design and topography.
- 4.12 The Developer shall ensure all proposed infrastructure will be constructed to current City specifications and subject to City inspection at the Developer's expense.
- 4.13 The Developer shall provide the required fire flows for the proposed development to the satisfaction of the City Operations Department and the City Fire Department.
- 4.14 The Developer shall submit a residential street lighting plan for approval by the City Operations Department. The street lighting poles and fixtures are to be the same as provided in the first phase.
- 4.15 The Developer's Engineer shall design all the works covered by the Agreement and further file with the City a written undertaking, to the effect that he shall do all works, required of him, as per Schedule G to this Agreement.
- 4.16 The Developer agrees that the City at its discretion may retain the services of an independent Professional Engineer for the purposes of reviewing or approving or inspecting any of the work required pursuant to this Agreement, such engineer shall be paid out of and deducted from the monies held on deposit. Such fees shall be set in accordance with the Schedule of Fees for Consulting Engineer services recommended by the Professional Engineers of Ontario.
- 4.17 The Developer will be required to post with the City Letters of Credit and cash deposits relating to primary and secondary works, plan reviews, site inspections (based on working days), accounting including refunds, signs, barricades and road clean up prior to commencing the installation of any services. The amount of securities will be in accordance with the amounts detailed on Schedule F attached and divided by phases. All future phases will require the posting Letters of Credit and cash deposits prior to construction of underground services.
- 4.18 The Developer shall provide Letter(s) of Credit which shall be in a form approved by the City, and the Developer covenants and agrees that the Letter(s) of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter(s) of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with this Agreement.
- 4.19 The Developer shall be responsible for all costs to construct a 1.5m concrete sidewalk along one side of internal streets to the satisfaction of the City.
- 4.20 The Developer shall post letters of credit or cash deposits with the City for the Subdivision or the first phase to provide security for the provision of the primary and secondary services necessary for the Subdivision or the current phase thereof, based on the estimated cost of construction as follows:
- 4.20.1 Primary Services-Letter of Credit equal to 10% of the estimated cost.
- 4.20.2 Secondary Services-Letter of Credit equal to 110% of the estimated cost.

- 4.20.3 Inspection – Cash deposit for an amount equal to the estimated cost of inspection during the construction of the municipal services. This estimate will be 5% of the construction costs.
- 4.20.4 City Administration – Cash payment will be made in the amount equal to the estimated cost of the City of Thorold administration of this project. This estimate will be 2% of the construction costs. This payment will be used to offset the cost associated with the City's involvement in items that include but are not limited to plans review, agreement preparation, site inspections, and snow ploughing for fire access to an occupied house
- 4.21 The Developer hereby covenants and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Developer fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the City may draw on the Letter(s) of Credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 4.22 The Developer hereby covenants and agrees that the City reserves the right to draw on and use the proceeds from the Letter(s) of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement.
- 4.23 The Developer further covenants and agrees that, notwithstanding Schedule F to this Agreement, in the event that the City determines that any reduction in the Letter(s) of Credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce the Letter(s) of Credit as outlined in this Agreement until such time as such work is satisfactorily completed or the City has sufficient security to ensure that such work will be completed.
- 4.24 The Developer agrees that wherever in this Agreement a Letter(s) of Credit is required to be filed with the City, the Developer may deposit with the Treasurer, cash or a certified cheque to be cashed, in an amount equal to the Letter(s) of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- 4.25 The Developer acknowledges that upon the transfer of Ownership of any of the subject lands to another Developer, the City will not return any Letter(s) of Credit required under this Agreement until the new Owner files with the City, substitute letters of credit in the required amounts.
- 4.26 The Developer agrees to enter into a separate Development Agreement with all necessary utilities for the provision of services.
- 4.27 The Developer shall provide the City and Canada Post with a written undertaking that all offers and agreements of purchase and sale will include a statement advising the prospective purchaser:
- i) that the home/business mail delivery will be from a designated Centralized Mail Box.
 - ii) that the Developer be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.

Further, the Developer agrees to:

- i) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.

- ii) install a concrete pad in accordance with the requirements of, and in locations to be approved by, Canada Post to facilitate the placement of Community Mail Boxes.
- iii) identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- iv) Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

It is Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

- 4.28 The Developer must obtain a Regional Construction Encroachment and/or Entrance Permit prior to any construction taking place within the Regional Road allowance.
- 4.29 The Developer must undertake a Traffic Impact Study (TIS) prepared and endorsed by a professional engineer to be submitted to the Niagara Region and the Ministry of Transportation for review and approval. The Developer shall implement any recommendations from the TIS, solely at the Developer's expense.
- 4.30 The Developer is responsible for the design, construction, and associated costs of the new westbound left turn lane on Merritt Road to the satisfaction of the Niagara Region and will enter into a legal agreement with the Niagara Region for these road improvements associated with this development.
- 4.31 The Developers shall pay cash deposits to erect street name signs and regulatory signs (e.g. stop signs; no exit signs, etc.) to be installed by the Operations Department.
- 4.32 The Developer shall ensure that all streets and development blocks can provide a through-access in accordance with Niagara Region Policy C3.C17, "Collection of Waste by Way of Entry of Private Property in order to provide for curbside collection of waste.
- 4.33 The Developer shall be responsible for the construction of Days Avenue within the City of Welland's limits including extension of sidewalk to St. Lawrence Drive, to current City of Welland standards. Appropriate security, including insurance, must be provided to the City. City of Welland Engineering Services must approve all plans associated with this construction.
- 4.34 The Developer shall be required to reconstruct Hansler Road, including sidewalk to St. Lawrence Drive, to the City of Thorold and City of Welland urban standards as a result of construction of the infrastructure due to servicing (i.e. sanitary and storm sewers). All drawings must be reviewed and approved by both municipalities.
- 4.35 The Developer shall request, together with confirmation from the City of Thorold and the City of Welland to dedicate Blocks 37 and 39, Plan 59M-286 being 0.3 metre reserves as part of Days Avenue, with all expenses at the cost of the Owner.
- 4.36 The Developer agrees that being as the proposed sanitary sewer on Hansler Road serves as an inter-municipal service, it will require a maintenance agreement (metering, billing) between the Cities of Thorold and Welland enacted at the developer's expense, or alternatively the sewer be redirected so it does not cross the municipal boundary. The City of Welland Engineering

Services shall review and approve all drawings and appropriate Permits shall be obtained from the City of Welland. (Note: no longer applicable as Regional main)

- 4.37 The Developer enter into a legal agreement with the Niagara Region for the portion of new sanitary sewer that meets the criteria as a Regional Wastewater Main (MH155 to MH160 and connection to MH600), as detailed in the Addendum to the Port Robinson Secondary Plan Water & Wastewater Servicing (AMEC, July 2012), to the satisfaction of the Niagara Region.
- 4.38 The Developer agrees for any works within the City of Welland, that appropriate Permits be obtained, financial securities must be provided and necessary insurance provisions made to the satisfaction of the City of Welland.
- 4.39 The Developer submit an Environmental Impact Study prepared by a suitably qualified environmental consultant for review and approval to the Niagara Peninsula Conservation Authority, in consultation with Niagara Region, in accordance with the Protocol for Plan Review and Technical Clearance Between Niagara Region and the NPCA, and that the approved recommendations be implemented to the satisfaction of the NPCA, Niagara Region and the City of Thorold.
- 4.40 The Developer agrees that the lands identified as a PSW by the approved EIS and as verified in the field by the MNR including any required buffer zone be placed in an appropriate conservation zone in order to protect the natural features and functions of these lands.
- 4.41 The Developer shall provide the City with a letter signed by a qualified professional (Biologist, Arborist, Landscape Architect, or other) certifying that the approved mitigation measures (1 through 10) described in the March 24, 2015 Niagara Peninsula Conservation Authority letter to the City of Thorold, have been complied with to the extent possible.
- 4.42 The Developer shall submit a Tree Saving Plan prepared by a qualified environmental consultant or registered professional forester to the Niagara Peninsula Conservation Authority for review and approval in accordance with the requirements of the Niagara Region Tree and Forest Conservation By-law and that the approved recommendations be implemented through provisions in the Subdivision Agreement between the owner and the City of Thorold. A copy of the Tree Saving Plan is to be provided to the Niagara Region for information. To clarify, the City may make alterations to the recommendations of the Tree Savings Plan such as but not limited to how the Provincially Significant Wetland and its associated buffer are protected in consultation with the NPCA. (Schedule L)
- 4.43 The Developer agrees to undertake a detailed noise impact assessment, prepared by and endorsed by a qualified acoustical consultant assessing the impact of noise on this development and recommending appropriate measures to reduce noise levels within the development in accordance with the MOECC noise criteria be submitted to the Niagara Region and the City of Thorold for review and approval.
- 4.44 The Developer agrees to implement all noise attenuation requirements for this development as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015 attached as Schedule L, including but not limited to construction of acoustic barriers, inclusion of specific ventilation requirements, upgraded building façade and glazing constructions, and inclusion of warning clauses in offers and agreements of purchase and sale/lease. All noise attenuation requirements shall be complied with and maintained for the life of this development.

5 CONSTRUCTION OF SERVICES

- 5.1 The Developer agrees to construct, and to pay the entire cost of such construction and materials required for all of the works referred to in this Agreement and Schedules attached hereto, and in accordance with the conditions and specifications contained in such Schedule. All materials supplied shall be to the specifications and satisfaction of the Director of Operations.
- 5.2 The Developer shall submit detailed calculations to confirm adequate capacity with respect to sanitary sewers for this development to the City's Operations Department.
- 5.3 The Developer agrees to implement the approved stormwater management, erosion and sediment control measures required in accordance with Section 4.7.
- 5.4 The Developer shall ensure that during construction of the development the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads and sidewalks adjacent to and in the vicinity of the development are kept clean of mud and debris and that any standing water is eliminated. As such, the Developer shall pay to the City a deposit as indicated in Schedule F attached.
- 5.5 The Developer shall be held responsible for the general tidy appearance of the Subdivision until assumption by the City and shall carry out all weed, cutting and maintenance on all unsold lands and all unassumed road allowances to the satisfaction of the City.
- 5.6 The Developer shall pre-grade the Subdivision such that all roads, lot corners, rear yard catch basins, swales, high points, and other features shown are in conformity with the approved 'General Grading Plan'.
- 5.7 The Developer shall construct at its expense the Primary Services for the proposed Subdivision in accordance with the terms of Schedule C attached hereto.
- 5.8 The Developer shall construct at its expense all Secondary Services necessary to service the proposed development in accordance with the terms of Schedule D of this Agreement.
- 5.9 The Developer shall construct at its own expense all Other Services necessary to service the proposed development in accordance with Schedule E of this Agreement.
- 5.10 The Developer shall ensure all the road and road entrance designs are constructed to current City and Regional standards and approved by the City of Thorold and Niagara Region.
- 5.11 The Developer shall make satisfactory arrangements and where necessary enter into an Agreement, with the telephone company, and where applicable, the gas company and cable company for the installation of these utilities and similar arrangements with any other utility to be installed in the Subdivision.
- 5.12 All utility services provided with respect to the lands shall be underground.
- 5.13 The Developer shall, as directed by the Operations Department, ensure that water mains have passed applicable leakage and bacterial testing; sanitary sewer shall also be tested for infiltration and exfiltration. Sanitary and storm sewers shall be flushed and T.V. inspected, to the satisfaction of the Director of Operations.
- 5.14 Upon completion of the Primary Services to the satisfaction of the Director of Operations, the Director shall issue a certificate of completion of the Primary Services.

- 5.15 The Developer agrees that the streets, access reserve blocks (Blocks 171 and 172) are transferred to the City free and clear of any mortgages, liens and encumbrances.
- 5.16 The Developer agrees that two (2) 0.3 m reserves and daylighting triangles (Block 168 and 169) are transferred to the Niagara Region free and clear of any mortgages, liens and encumbrances.
- 5.17 The Developer agrees to carry out the proposed development activity as described in Development Plan GU-DP-003-12 and satisfy the remaining conditions of Subsection 23. (2) of Regulation 242/08, under the Endangered Species Act.
- 5.18 Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport in London (519-675-7742) and the owner's archaeological consultant shall be notified immediately. In the event that human remains are encountered during construction, the owner should immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services in Toronto (416-326-8392), the Ministry of Tourism, Culture and Sport, and the owner's archaeological consultant.

6 INSPECTION

- 6.1 The Developer's Engineer shall:
 - 6.1.1 Supervise and inspect the construction of the works on an as-required basis, including the setting and checking of all lines and grades, quantity control, prior to, during and after construction.
 - 6.1.2 Arrange a pre-construction meeting and site meetings as required but at least once per month to which the City shall be invited and for which the City shall receive forthwith a copy of the minutes.
 - 6.1.3 Arrange for the inspection of works at all stages of construction so that "as recorded" drawings can be prepared.
- 6.2 All underground infrastructure and public road construction shall be constructed to City standards and inspected by the City at the Developer's cost.

7 DEVELOPMENT CHARGES

- 7.1 The Owner agrees to pay to The Corporation of the City of Thorold and the Region of Niagara, all applicable Development Charges in accordance with the current Municipal and Regional By-laws and policies at the time of building permit application.

8 CONDITIONS PRECEDENTS TO THE ISSUANCE OF A BUILDING PERMIT

- 8.1 The Developer covenants in favour of the City not to apply for a building permit until all of the following conditions are met:
 - 8.1.1 Completion of Primary Services for the relevant phase of development.
 - 8.1.2 The Developer/Builder shall submit individual lot grading plans prepared by the design Engineer in compliance with the approved 'General Grading Plan'. A cash deposit at the prevailing lot grading deposit rate is required to ensure final grading complies with the approved 'General Grading Plan'. The final grading shall be certified by the design engineer.

- 8.1.3 Payment of all development charges, including all applicable Municipal and Regional development charges, due and payable at the prevailing rate.
- 8.1.4 Compliance with the Building Code Act.
- 8.1.5 Activation of hydrants for the relevant phase of development.
- 8.1.6 Submission of certification from a Professional Engineer qualified to perform acoustical engineering services in the Province of Ontario confirming that:
 - 8.1.6.1 the architectural plans for the dwelling units immediately adjacent to Merritt Road include appropriate glazing constructions based on actual window to floor area ratios to meet the acceptable sound levels as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015; and,
 - 8.1.6.2 the final grading plan and site plan implement the noise barrier to the required height and extent as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015.
- 8.1.7 Installation of all applicable street and regulatory signs (including Private Road-Use At Your Own Risk) in the Subdivision to the satisfaction of the Director of Operations.
- 8.1.8 The Owner agrees to work with the City considering the draft Urban Design Guidelines for the Port Robinson West Secondary Plan having a focus on landscaping and gateway treatments along Merritt Road/Eastman Gateway.
- 8.2 Notwithstanding 8.1 above, a Conditional Building Permit may be issued for the construction of dwellings, constituting not more than a of total of 8 lots, provided that the dwellings can neither be sold nor occupied as a residence until primary services are provided and all conditions of the permit and this section have been met. It is acknowledged by the Developer that the Conditional Building Permit is issued pursuant to the Building Code Act and to the satisfaction of the Chief Building Official and the Director Planning & Development Services. A Conditional Building Permit agreement and deposit will be required per lot or block and shall be at the current applicable rate.

CONDITIONS PRECEDENT TO THE FINAL OCCUPANCY OF ANY BUILDING

- 8.3 The developer agrees to construct all the fencing and landscaping of the storm water management pond on lot 166 as detailed on the plans.
- 8.4 The developer agrees to construct the noise attenuation walls prior to occupancy of a dwelling unit.

9 CONDITIONS PRECEDENT TO THE ASSUMPTION OF PRIMARY SERVICES AND RELEASE OF SECURITY

The Primary Services shall be assumed upon:

- 9.1 The expiration of one year from the issuance of the Certificate of Completion of Primary Services.
- 9.2 The Developer is responsible for, at its own expense and pending assumption by the City, repairing and maintaining any works to the standards required by the plans and specifications to the satisfaction of the Director of Operations.

- 9.3 When written application for the assumption is received by the Director of Operations, the City shall have thirty (30) days from the receipt of the request to carry out such inspections as it may consider necessary.

9.3.1 The payment of all financial requirements herein are received.

- 9.4 Upon satisfaction of the foregoing conditions, the deposit or letter of credit for Primary Services shall be returned to the Developer.

10 CONDITIONS PRECEDENT TO THE ASSUMPTION OF SECONDARY SERVICES AND THE RELEASE OF SECURITIES

10.1 INSTALLATION

10.1.1 Secondary Services shall be installed within three (3) years from the date that the first non-conditional building permit was issued for the Subdivision or within thirty (30) days of the issuance of the building permit representing 50% plus one (1) of the homes in the Subdivision. Where such date falls between, the 1st of December and 30th of April, then such services shall be completed by the following 30th of June. Upon completion to the satisfaction of the Director of Operations, a certificate of completion of Secondary Services will be issued.

10.2 REDUCTION OF LETTERS OF CREDIT

10.2.1 Forty-five (45) days after completion of the Secondary Services to the satisfaction of the Director of Operations, the Developer may apply to the City and provided no construction liens are registered the Director of Finance will return the letters of credit for Secondary Services less any costs or expense incurred by the City to the Developer and shall retain only 10% of the deposit.

10.3 ASSUMPTIONS AND RETURN OF DEPOSIT.

The Secondary Services shall be assumed upon:

10.3.1 The expiration of one (1) year from the certificate of the Director of Operations that all Secondary Services have been completed.

10.3.2 The completion of such repairs as may be required by the City to bring the works to the standards set forth in the plans and specifications.

10.3.3 When written application for the assumption is received by the Director of Operations, The City shall have thirty (30) days to carry out such inspections.

10.3.4 The payment of all financial requirements herein are received.

10.3.5 Upon satisfaction of the foregoing conditions, the remaining deposit for Secondary Services shall be returned to the Developer.

11 PRECONDITIONS PRECEDENT TO THE ASSUMPTION OF OTHER SERVICES AND THE RELEASE OF SECURITY

11.1 INSTALLATION

11.1.1 Other services shall be installed for each lot within sixty days of the completion of the house upon the said lot or the occupancy of the house, whichever first occurs. Upon completion of the other service to the satisfaction of the Director of Operations, he shall issue a Certificate of Completion of the other services.

11.2 REDUCTION OF LETTERS OF CREDIT

11.2.1 Forty-five (45) days after issuance of the certificate the completion of the other Services, the Developer may apply to the Director of Finance

and provided no construction liens are registered, the City will return the letters of credit for the percentage of work that has been completed and shall retain only the 10% of the deposit for such percentage as is completed but shall retain letters of credit and deposits for the remaining work.

11.3 ASSUMPTION AND RETURN OF DEPOSIT

The other services shall be assumed upon:

- 11.3.1 The expiration of one (1) year from the certificate of the Director of Operations that 100% of the Services have been completed.
 - 11.3.2 The completion of such repairs as may be required by the City to bring the works, including the storm water management pond, to the standards set forth in the plans and specifications.
 - 11.3.3 When the Director of Operations receives written application for the assumption, the City shall have thirty days (30 days) to carry out such inspections.
 - 11.3.4 The payment of all financial requirements herein are received.
 - 11.3.5 The re-staking of all key points in the Subdivision in accordance with the Surveys Act and Regulations thereunder.
 - 11.3.6 The Developers engineer certifying to the Director of Operations that the grading has been completed in accordance with the approved 'General Grading Plan'.
 - 11.3.7 The Developers engineer supplying the Director of Operations with a set of 'As Constructed Drawings' of all the works in a reproducible form satisfactory to the Director of Operations.
 - 11.3.8 When all matters, works, services and things required to be constructed, installed, or done by the Developer shall, in the opinion of the Director of Operations, have been accomplished strictly in accordance with this Agreement and to the specifications and satisfaction of the Director of Operations, the Director of Operations shall issue to the parties hereto the Final Certificate of Approval.
- 11.4 Upon satisfaction of the foregoing conditions the deposit or Letter of Credit for Services or the amount thereof remaining shall be returned to the Developer and upon completion of the Services for all phases.

12 RESTRICTIVE COVENANTS

- 12.1 Pursuant to the Planning Act, this Agreement shall be binding upon the Developers, their heirs, executors, administrators, assigns and successors in title and Developers from time to time of the lands described in Schedule A to this Agreement and any part or parts thereof and that the benefit of the same covenants shall enure to the City, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule A. In particular the 'General Lot Grading Plan' shall be maintained in perpetuity or at the discretion of Council.
- 12.2 It is agreed and understood that the Developer and the City shall have the right to enter upon the lands described in Schedule A from time to time to undertake any drainage works which may be deemed necessary by the Director of Operations and or the Director of Planning and Building Services in order to ensure compliance with the 'General Grading Plan'. In the event the City finds it necessary to undertake any drainage works the cost of any such works performed by the City, shall be paid by the Owner upon demand. It is agreed and understood that should the City find it necessary to enter upon the lands to undertake any drainage works that the City shall proceed

with reasonable care but shall not be responsible for the final restoration of any property including fences, gardens, landscaping, etc.

12.3 Submission of certification from a Professional Engineer qualified to perform acoustical engineering services in the Province of Ontario confirming that:

12.3.1 the architectural plans for the dwelling units immediately adjacent to Merritt Road include appropriate glazing constructions based on actual window to floor area ratios to meet the acceptable sound levels as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015; and,

12.3.2 the final grading plan and site plan implement the noise barrier to the required height and extent as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015.

12.3.3 the final grading plan and site plan implement the noise barrier to the required height and extent as outlined in the "Road Traffic Noise Feasibility Study, Merritt Meadows, Part of Lot 224, Thorold, Ontario" prepared by Howe Gastmeier Chapnik Limited and dated March 17, 2015.

12.4 The Developer agrees to include the following warning clauses in all Offers and Agreements of Purchase and Sale or Lease for the designated lots/blocks:

12.4.1 Lot 1, 2, Blocks 159, 160 and 163:

12.4.1.1 "Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of Environment and Climate Change's noise criteria."

12.4.2 Lot 1, Blocks 159 and 163:

12.4.2.1 "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic, may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment and Climate Change's noise criteria."

12.4.3 Lot 2, Blocks 159, 160 and 163 (for units not immediately adjacent to Merritt Road):

12.4.3.1 "This dwelling unit has been fitted with duct work and rough-in locations for a fan coil unit and an outdoor condenser and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment and Climate Change's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOE Publication NPC-300, as applicable.)"

12.4.4 Lot 1, Blocks 159 and 163 (for units immediately adjacent to Merritt Road):

12.4.4.1 "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment and Climate Change's noise criteria."

12.4.5 All Units:

12.4.5.1 "Warning: Purchasers/tenants are advised that this development is in proximity to the Fairgrounds, Sports Complex & Amphitheatre adjacent to the west and industrial uses to the east. There may be alterations and/or expansions to these facilities in the future. Notwithstanding the inclusion of certain mitigation features within the development, dwelling occupants may be subject to noise and high intensity lights from the Fairgrounds, and noise, odour and/or dust from the industrial uses. These impacts may occasionally interfere with some activities of the dwelling occupants."

- 12.5 All prospective property owners are alerted that noise, odours and/or dust from future industrial uses to the east, noise and high intensity lights from the existing Fairgrounds adjacent to the west may impact the use and enjoyment of their property.
- 12.6 The Developer agrees to insert a similar clause in all offers and agreements of purchase and sale alerting prospective purchasers that on occasion they may be subject to noise, odours and/or dust from future industrial uses to the east, noise and high intensity lights from the existing Fairgrounds adjacent to the west.
- 12.7 The Developer agrees that there shall be no open burning of waste construction materials unless specifically approved by the City Fire Department.
- 12.8 The Developer agrees not to damage or remove any survey evidence adjacent to road allowances and easements during the development of the property and that the owner obtain a certificate from an Ontario Land Surveyor, stating that all existing and new evidence is in place at the completion of the development.
- 12.9 The Developer include in all offers of purchase and sale, of those lots where the sidewalk location has been approved, a requirement that indicates that a sidewalk will be installed and constructed within the road allowance of such lot(s).
- 12.10 The Developer agrees to include a requirement in all offers to purchase and sale that the purchaser agrees to maintain the grassed boulevard including turning circle islands directly in front of his lot.
- 12.11 The Developer agrees to include a requirement in all offers to purchase and sale that the purchaser agrees to keep the sidewalk directly in front his lot clear from snow.
- 12.12 The Developer agrees that all offers and agreements of purchase and sale shall contain a clause notifying Owners that the general tidy appearance and maintenance of individual lots shall be the responsibility of the individual property Owner upon purchase of said lot.
- 12.13 The Developer will indemnify and save harmless the City from and against all actions, causes of actions, interest, claims, demands, costs, charges, damages, expenses and loss which the City may at any time bear, incur, be liable for, sustain or be put unto for any reason or, on account of, or by reason of, or in the consequences related to the discharge of storm water.

13 DEFAULT

- 13.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, the City on forty-eight (48) hours notice to the Developer, or immediately in the event of an emergency, enter upon the lands and remedy such breach and charge the cost thereof to the Developer.

14 SCHEDULES

- 14.1 The provisions of all Schedules attached hereto shall form part of this Agreement.

15 ARBITRATION

- 15.1 If a dispute arises between the parties prior to notice of final default involving a material breach of covenant liability for any payment or other amounts claimed to be owing, by one party against the other, in substitution of any other remedy available to each party at law in equity or pursuant to this Agreement either party may submit the dispute to arbitration in the manner hereinafter set forth:
- 15.1.1 The party seeking arbitration shall give the other party written notice of the issue to be arbitrated, and the relief or remedy desired.
- 15.1.2 The party receiving the notice as above shall within three (3) working days thereof agree to the relief or remedy desired or failing such agreement and within the three (3) working day period, respond in writing by naming an Arbitrator.
- 15.1.3 Within three (3) working days, the party seeking arbitration shall name its Arbitrator. Both Arbitrators shall choose a third Arbitrator within three (3) working days. If any one party fails to appoint an Arbitrator in time, a single Arbitrator shall conduct the arbitration.
- 15.1.4 The hearing to take place within three (3) working days of the appointment of the third Arbitrator, or a single Arbitrator becoming empowered by Clause (c). The Arbitrators shall bring down their report within (10) working days of the hearing. The costs of arbitration shall be borne equally by the parties unless the Arbitrators specifically award costs to either party.
- 15.1.5 The award or decision of the Arbitrators shall be binding upon the parties hereto.

16 MORTGAGEES

- 16.1 The Developer agrees to provide such postponements or discharges as the City may direct any mortgages, liens or other encumbrances on the Lands in order to ensure that this Agreement is registered on title prior to any such mortgages, liens, or other such encumbrances. Any encumbrancer or mortgagee affixing their signature to this Agreement, by so doing, agree to be bound by all terms of this Agreement in the event that such mortgagee forecloses or goes into possession of the Lands. Further, such encumbrancers or mortgagees, by signing this Agreement, agree to postpone any rights they might have of any nature or kind regarding the Lands so that this Agreement shall have full force and effect in priority to any claims to the Lands by the encumbrances or mortgagees.

17 HANSLER ROAD COST SHARING

- 17.1 The City acknowledges there is a cost sharing agreement with the adjacent Lands to the East for the reconstruction/construction/widening of Hansler Road.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule A attached hereto.

ANY NOTICE GIVEN HEREUNDER SHALL BE SUFFICIENTLY GIVEN AND ADDRESSED TO THE DEVELOPER AND MORTGAGEE BEING:

Developer
Sterling Realty (Niagara) Inc.
17 Dunbar Crescent,
St. Catharines, ON L2W 1A6

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective hands and seals to these presents.

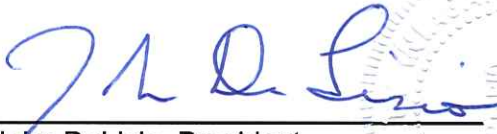
SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY OF THOROLD
Per:

A.T. (Ted) Luciani, Mayor

Susan Daniels, City Clerk
I/We have the authority to bind the Corporation

STERLING REALTY (NIAGARA) INC.

per:



I, John DeLisio, President,
have the authority to bind the Corporation.

MERIDIAN CREDIT UNION LIMITED

per:



KEN HOUTBY
DIRECTOR, COMMERCIAL ACCOUNTS
I, _____,
have the authority to bind the Corporation.

per:



Stephen Otten
Senior Manager, CBC Commercial Credit
I, _____,
have the authority to bind the Corporation.

SCHEDULE A

LEGAL DESCRIPTION

“Merritt Meadows Subdivision”, being PT TWP LT 224 THOROLD PT 1, 59R-15140 and
in the City of Thorold

Roll No # 273100003016400

PIN # 64425-0386 {LT}

SCHEDULE B

FINAL PLANS, LAND DEDICATIONS, EASEMENTS, AND RELATED MATTERS

1. FINAL PLANS

The final Plan means the plan for "Merritt Meadows Subdivision", being part of PT TWP LT 224 THOROLD PT 1, 59R-15140 and in the City of Thorold, prepared by Kirkup Mascoe Ure Surveying Limited, Ontario Land Surveyor, dated April 27, 2015, showing 158 single detached residential lots and 7 blocks for 126 street townhouses and 4 blocks for access reserve and 1 block for park and 1 block for stormwater management facility.

2. LAND DEDICATIONS & EASEMENTS

NOTE: All lands and easements deeded to the Municipality, Region and Hydro One shall be free and clear of any mortgages, liens, and encumbrances, to the satisfaction of the Municipality and Niagara Region.

- 2.1 The Developer agrees to grant to the municipality any required easements for services or utilities.
- 2.2 Two (2) 0.3 m reserves (Block 170, 171 on Schedule H 59M-____) to be deeded to the City.
- 2.3 Block 167 be deeded to the City for Park.
- 2.4 Block 166 be deeded to the City for Stormwater management facility.
- 2.5 The Developer agrees to dedicate all road allowances shown as Eastman Gateway, Andrew Lane, McFarland Street, Campbell Street, Secord Street, Hopkins Street, Singer Street, Elliot Street and Days Avenue upon registration of plan by the City of Thorold.
- 2.6 Two (2) 0.3 m reserves (Block 168 and 169 on Schedule H 59M-____) to be deeded to the Niagara Region.
- 2.7 Daylighting Triangle (Block 172 on Schedule H 59M-____) be deeded to the Niagara Region.
- 2.8 Part 68 on Lot 61 and Part 67 on Block 165 on Schedule I to Hydro One for Switching Plant as shown on Schedule J.

NOTE:

The Developer shall provide the deeds of conveyance along with confirmation of the partial discharge of any mortgagee or other encumbrance affecting the lands being conveyed to the City.

1. Conveying

- a) As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by "metes and bounds", we suggest that the description be so worded, and,
- b) We further suggest that the owner give to the municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the Plan.

2. Land Required to be Registered Under the Land Titles Act

- a) Section 160(1) of The Land Titles Act, which requires all new plans be registered in land titles system;
- b) Section 160(2) - allows certain exceptions.

SCHEDULE C

PRIMARY SERVICES

1. ROADS

- 1.1. All roads dedicated as public highways shall be constructed to urban design standards with the pavement width being 8.5 metres from curb face to curb face; a granular depth of 450 mm and 50 mm HL8 HS asphalt; and concrete curb and gutter of standard type O.P.S.D. 600.04; to the satisfaction of the City and all in accordance with the engineering plans approved by the Department of Operations.
- 1.2. The Developers shall maintain and repair temporary roadways until trench settlement has ceased and adequate compaction of the road sub grade has taken place to permit commencement of permanent pavement construction. In the interest of public safety, all roads shall be kept clear of obstructions and storage of construction materials.
- 1.3. All manhole tops shall be originally set level with the base course of asphalt.
- 1.4. Emergency access for fire protection purposes, turning radii and dead end roadways shall comply with the requirements of the Ontario Building Code Section 3.2.5.6.
- 1.5. To provide a pavement area with a minimum radius of 12.8 metres at any cul-de-sac bulb.
- 1.6. That the centerline turning radius at all intersections are at least 12m.
- 1.7. The Developer is responsible to carry out and pay all costs of restoration of the existing roads from any damages resulting from the servicing and construction of the development.
- 1.8. That during the construction of development the site will be kept in a reasonable tidy condition as that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris and that any standing water is eliminated.
- 1.9. Install concrete pads in accordance with the requirements of, and in locations to be approved by Canada Post.
- 1.10. Identify the concrete pads on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
- 1.11. That any dead ends and open sides or road allowances created by this plan of subdivision shall be terminated in one-foot reserves, to be conveyed to the municipality and held in trust by the municipality until required for future road allowances or the development of adjacent lands (Block 168 to 172 on Schedule H)

2. ELECTRICAL

- 2.1. The Developers shall enter into a separate agreement with Hydro whereby the Developers agree to pay all necessary capital contributions towards the supply to the electrical system.
- 2.2. The Developer shall submit a residential street lighting plan for approval by the Operations Department. The plan will consist of the design & installation of all lighting facilities, including lamp standards, conduits, lamps and control mechanisms in accordance with current TAC, City, and Hydro One standards. The type, number of lights, and their location including a lighting pattern from the manufacturer together with the estimated cost of the total installation must be approved by Hydro One and Operations.

- 2.3. The streetlights selected shall be LED with the design and quality to be approved by the Director of Operations.

3. SANITARY SEWER

- 3.1. All sewers shall be installed in accordance with engineering plans approved by the Director of Operations. The sanitary sewer system shall meet the design criteria of the Niagara Region and the Ministry of Environment and Climate Change for domestic waste.
- 3.2. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the Subdivision is located and as designated or approved by the Director of Operations.
- 3.3. The Developer shall provide detailed calculations to the Director of Operations to confirm that there is adequate sanitary sewer capacity to service this development.

4. PRIVATE DRAIN CONNECTIONS

- 4.1. The Developers shall construct individual service laterals (separate sanitary connections (laterals)) to each lot from the street sewer main to the street property line. The sanitary sewer lateral shall be a minimum 125 mm diameter PVC DR28 with proper waterproof plug fittings approved by the Director of Operations.
- 4.2. The ends of sanitary sewer laterals shall be marked with a wooden stake painted green.

5. STORM SEWER AND STORMWATER MANAGEMENT SYSTEM

- 5.1. The development will utilize the existing road ditches as outlets. The proposed flows must not exceed pre-development levels and storm sewer quality must be addressed
- 5.2. The storm sewer shall be designed to accommodate the runoff from the total catchment area and development drainage area, and all roof water, drainage from basement weeping tile and surface runoff from all roads and abutting properties. The rational method together with the City rainfall chart and runoff coefficients shall be used to determine discharge capacity for 5-year return storm.
- 5.3. Concrete storm sewer pipe, or other approved type shall be used; minimum pipe size for storm sewer shall be 300 mm diameter, except where otherwise specified by the Director of Operations. Surface drainage shall be collected by means of catch basins as per the following detail. Maximum length of gutter flow shall be 100 meters.
- 5.4. Storm laterals will be provided for individual lots within the development. The roof leaders will discharge at grade directed away from all houses.

NOTE

Water and Sewage Systems

Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to approval of the Ministry of the Environment under Section 52 and Section 53 of The Ontario Water Resources Act, R.S.O. 1990.

6. WATERMAINS

- 6.1. All watermains shall be installed in accordance with the Engineering Plans approved by the Director of Operations. The watermain system shall meet the design criteria of the Regional Municipality of Niagara and the Ministry of Environment and Climate Change. All alterations, relocations or connections to

the existing water system will be the responsibility of the Developer and shall be approved by the Director of Operations.

- 6.2. The Developer shall construct complete watermain system or systems and all necessary appurtenances, including hydrants, cathode protection and 19mm house water service connections from the watermain to the lot line. The design shall be as approved by the Director of Operations and constructed in accordance with his specifications. All watermains shall be a 150 mm diameter or a sufficient size to service the Subdivision and structures therein as described in Schedule A.
- 6.3. The Developer shall submit supporting documentation to the City Operations Department and Fire Department that the proposed water system design will deliver adequate fire flows.
- 6.4. The Developer shall provide a metered minimum 19 mm diameter copper water service to each lot.
- 6.5. Where hydrants have been installed but not yet functional or out of service they shall be clearly identified (bagged) as to be not in service.
- 6.6. The City Fire Department will be required to approve the number and location of all proposed fire hydrants.
- 6.7. All hydrants shall be free of obstructions after being activated.
- 6.8. Hydrants 'style' shall comply with the requirements of the Department of Operations
- 6.9. All hydrants and water flow must meet NFPA standards.

SCHEDULE D

SECONDARY SERVICES

- 1 40 mm HL3 top coat of asphalt.
- 2 All manhole covers shall be raised to finished elevation prior to topcoat of asphalt.
- 3 BOULEVARDS:
 - 3.1 A minimum of 50 mm of topsoil shall be applied from the curb road to the property lines and shall be sodded.
 - 3.2 The driveway area between the curb and/or property line, or the sidewalk as the case may be, shall be, at a minimum, asphalt paved or such other of materials to the satisfaction of the Director of Operations.
 - 3.3 Trees shall be placed in locations according to the Tree Planting Plan approved by the Director of Operations.
 - 3.4 Trees shall have a minimum calliper of 50 mm measured at a point 500 mm above the ground.
 - 3.5 The type of tree to be planted shall be mutually agreed upon and approved by the Director of Operations in accordance with the approved Tree Planting Plan.
 - 3.6 Grading and seeding of the ditch along Hansler Road and Merritt Road shall be to the satisfaction of the Region of Niagara, City of Welland and the City Operations Department.
- 4 SIDEWALKS
 - 4.1 The Developer shall to the satisfaction of the City Operations Department:
 - 4.1.1 At its own expense, construct a 1.5 metre sidewalk along one side of all internal streets in the subdivision
 - 4.1.2 At its own expense, construct a 1.5 metre sidewalk along Days Avenue and Hansler Road to St. Lawrence Drive.
 - 4.2 That the Developer agree not to damage or remove any survey evidence adjacent to road allowances and easements during the development of the property and shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of the development.

SCHEDULE E

OTHER SERVICES

1 GENERAL

- 1.1 Roof water and discharge from a sump pump for any building constructed on any lot must be discharged to the surface.
- 1.2 Swales shall be sodded to ensure compliance with the lot grading plans.
- 1.3 The Developer shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings and during the lot grading.
- 1.4 Board on board fencing to be installed along the perimeter of the lands abutting the Niagara Regional Exhibition property and/or in accordance to the Noise Feasibility Study.

SCHEDULE F

SECURITY DEPOSITS AND REQUIRED PAYMENTS

Merritt Meadows Schedule F
Phase 1

Item	Reference	Subject	Estimated Cost	Letter of Credit	Cash
Prior to Signature:					
1	3.1	Tax Arrears @	0	0	0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.20.1	Primary Services - 10%	\$274,361.15	\$274,361.15	\$0.00
2	4.20.2	Secondary Services 110%	\$470,312.37	\$470,312.37	\$0.00
3	6	Inspection	\$158,558.41		\$158,558.41
4	4.20.4	City Administration	\$63,423.36		\$63,423.36
Total				\$744,673.52	\$221,981.77
Prior to Issuance of Building Permit					
1	8.1.2	Lot Grading Deposit			Prevailing lot grading deposit
2	8.1.3	Development Charge			Current Rate

NOTE:

- If works are not substantially complete within 5 years of execution this agreement, revised cost estimates will be required and additional securities may be required.
- Water Metering and Curb Cuts should be incorporated in the cost estimate for Primary Services.
- Separate Agreement with Hydro One, Region of Niagara, City of Welland and other utilities (i.e. Canada Post) may be required.

Merritt Meadows Schedule F
Phase 2

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @			0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4.20.1	Primary Services - 10%	\$39,347.63	\$39,347.63	\$0.00
2	4.20.2	Secondary Services 110%	\$171,741.68	\$171,741.68	\$0.00
3	6	Inspection	\$27,480.25		\$27,480.25
4	4.20.4	City Administration	\$10,992.10		\$10,992.10
Total				\$211,089.31	\$38,472.35
Prior to Issuance of Building Permit					
1	8.1.2	Lot Grading Deposit			Prevailing lot grading deposit
2	8.1.3	Development Charge			Current Rate

- NOTE:
- If works are not substantially complete within 5 years of execution this agreement, revised cost estimates will be required and additional securities may be required.
 - Water Metering and Curb Cuts should be incorporated in the cost estimate for Primary Services.
 - Separate Agreement with Hydro One, Region of Niagara, City of Welland and other utilities (i.e. Canada Post) may be required.

Merritt Meadows Schedule F
Phase 3

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @ Date of approval			0
2	3.3	Local Improvement Charges	0	0	0
Total					0
Prior to Construction of Services:					
1	4..20.1	Primary Services - 10%	\$87,594.88	\$87,594.88	\$0.00
2	4.20.2	Secondary Services -110%	\$335,861.68	\$335,861.68	\$0.00
3	6	Inspection	\$59,063.88		\$59,063.88
4	4.20.4	City Administration	\$23,625.55		\$23,625.55
Total				\$423,456.56	\$82,689.43
Prior to Issuance of Building Permit					
1	8.1.2	Lot Grading Deposit			Prevailing lot grading deposit
2	8.1.3	Development Charge			Current Rate

NOTE:

- If works are not substantially complete within 5 years of execution this agreement, revised cost estimates will be required and additional securities may be required.
- Water Metering and Curb Cuts should be incorporated in the cost estimate for Primary Services.
- Separate Agreement with Hydro One, Region of Niagara, City of Welland and other utilities (i.e. Canada Post) may be required.

Merritt Meadows Schedule F
Phase 4

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
1	3.1	Tax Arrears @ date of approval			\$0
2	3.3	Local Improvement Charges	\$0	\$0	\$0
Total					\$0
Prior to Construction of Services:					
1	4.20.1	Primary Services - 10%	\$77,209.13	\$77,209.13	\$0.00
2	4.20.2	Secondary Services -110%	\$269,558.36	\$269,558.36	\$0.00
3	6	Inspection	\$50,857.22		\$50,857.22
4	4.20.4	City Administration	\$20,342.89		\$20,342.89
Total				\$346,767.49	\$71,200.11
Prior to Issuance of Building Permit					
1	8.1.2	Lot Grading Deposit			Prevailing lot grading deposit
2	8.1.3	Development Charge			Current Rate

NOTE:

- If works are not substantially complete within 5 years of execution this agreement, revised cost estimates will be required and additional securities may be required.
- Water Metering and Curb Cuts should be incorporated in the cost estimate for Primary Services.
- Separate Agreement with Hydro One, Region of Niagara, City of Welland and other utilities (i.e. Canada Post) may be required.

CERTIFIED CORRECT

Director of Finance

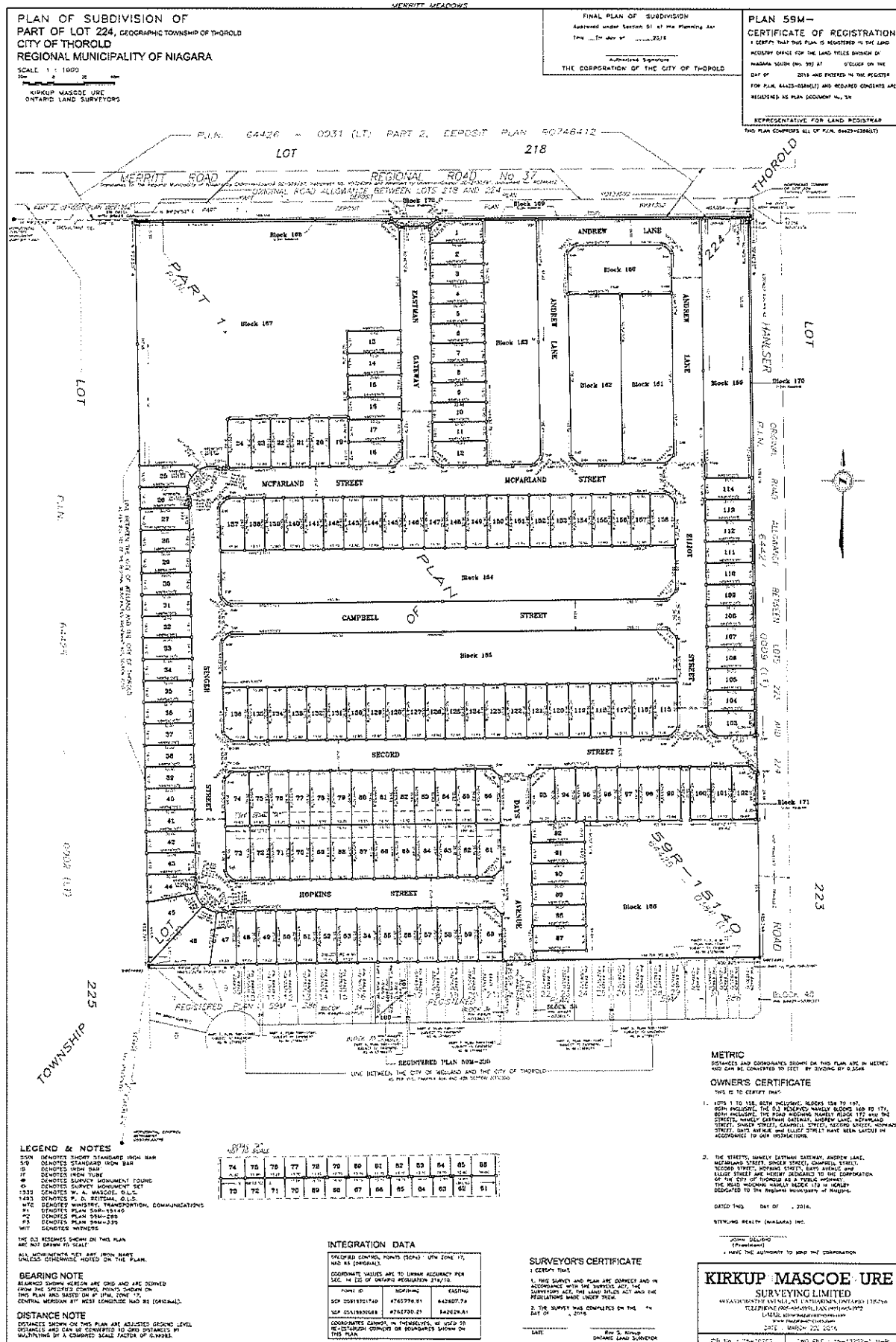
Director of Operations

Authorized Signing Officer

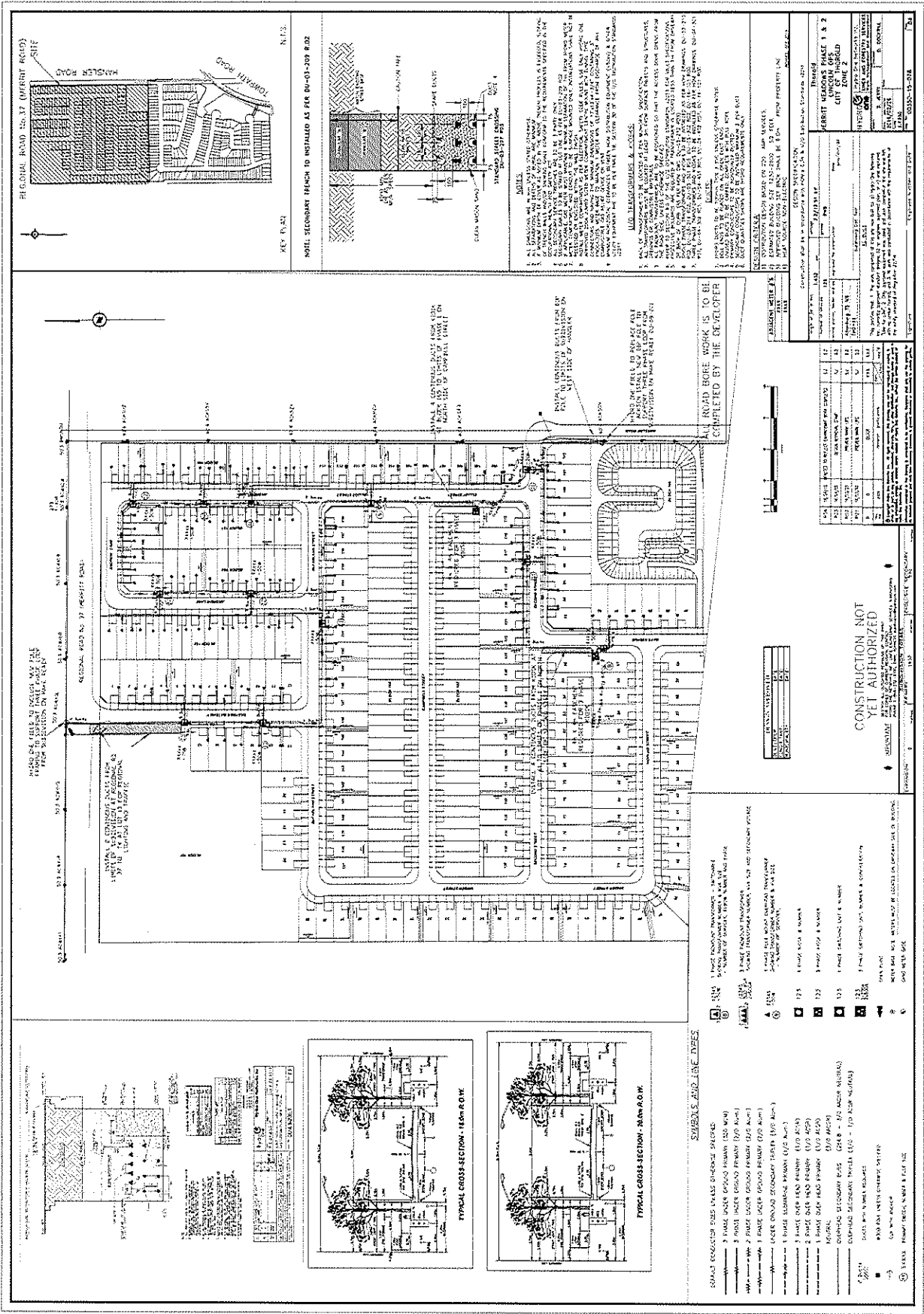
SCHEDULE G

ENGINEER'S UNDERTAKING OF WORKS

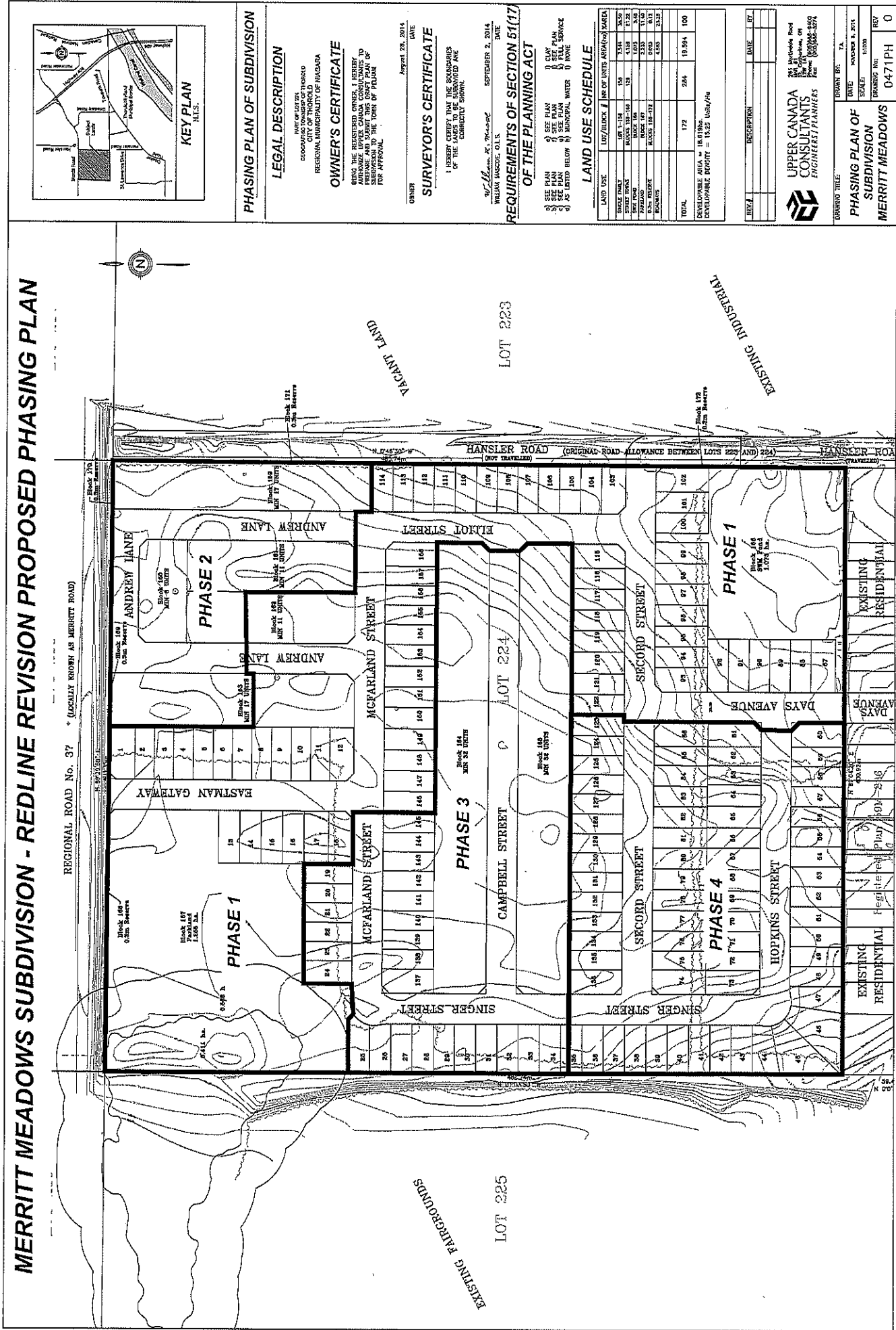
- 1) The Developer's engineer shall:
 - a) Design all the works covered by this Agreement and file with the City a written undertaking:
 - i) That he has been engaged by the Developers to supervise the work and will complete the work as required by this Agreement,
 - ii) That the work will be done in accordance with the approved contract drawings and specifications and all other provisions of this Agreement, and,
 - iii) That all phases of the work are subject to the approval of the Director of Operations.
 - b) Complete a pre-construction survey of all abutting properties.
 - c) Conduct such soil tests as may be required by the Director of Operations.
 - d) Prepare a 'Storm water Management Plan' and a 'General Grading Plan' for surface drainage of all lands in the plan of subdivision, the said plan to clearly indicate the existing drainage pattern on all adjacent lands and to provide for the direction of all surface drainage, including water from adjacent lands originally flowing through, into or over the area of the proposed Subdivision, to the street storm sewer systems or any other outlet approved by the Director of Operations.
 - e) The engineer shall from time to time provide the City upon request with verification that the lot grading is in conformity with the General Grading Plan.
 - f) Upon completion of the project, the design engineer shall certify that all grading, storm sewers, and stormwater management controls (including off site outlets) have been constructed in general conformity to the approved drawing and shall circulate copies of the certification to the Niagara Peninsula Conservation Authority.
 - g) Prepare plans, profiles and specifications for the said works using the following guidelines:
 - i) Title block 13 cm x 8 cm to be placed in lower right hand corner and shall indicate nature of work.
 - ii) A complete copy of design details and calculations of storm and sanitary sewer designs which shall be based on design formula provided by the City.
 - iii) Plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made and shall be 60cm x 84cm.
 - iv) Horizontal ties shall be made to the property lines.
 - v) Levels shall be to datum and all field surveys shall be tied into geodetic benchmarks.
 - vi) As built construction plans to be electronic format (AutoCAD .dwg).
 - vii) Prepare applications to the necessary authorities and obtain approval for the works.



SCHEDULE J



SCHEDULE K



SCHEDULE L



GUIDING SOLUTIONS IN THE NATURAL ENVIRONMENT

December 1, 2014

BEL 214324

Mr. John DeLisio
Sterling Realty (Niagara) Inc.
17 Dunbar Crescent
St. Catharines ON L2W 1A6

via email: j.delisio@sympatlico.ca

Re: Tree Saving Plan
Merritt Meadows Draft Plan of Subdivision
City of Thorold
File No. 26T-2006-01

Dear Mr. DeLisio:

This report presents the findings of a tree inventory for the Merritt Meadows Draft Plan of Subdivision located on Merritt Road on Part of Lot 224 in the City of Thorold, Regional Municipality of Niagara. The location of the property is shown on Figure 1.

A tree saving plan is required in support of the Draft Plan of Subdivision for the property. This report characterizes the treed features on the property that occur within and adjacent to the proposed development area. The Regional Tree and Forest Conservation By-law (No. 30-2008), which is administered by the Niagara Peninsula Conservation Authority (NPCA), regulates the destruction of trees on the property situated within areas designated Environmental Conservation Area (ECA).

The by-law requires that a Tree Saving Plan be prepared with the following components:

- an inventory and graphic display of trees on the property including location, size, species, general age distribution, health, and any individual trees or grouping of trees with particular significance such as but not limited to age, species and size;
- identification of natural features and functions present, whether they should be protected, and if not, why;
- a statement identifying whether any threatened or endangered species are present and if so, how they are to be protected;
- a description and a map of the trees to be removed and retained including reasons why the trees are to be removed or retained;
- an indication as to how the trees to be retained will be marked or otherwise identified as trees to be protected;
- the layout of the proposed development superimposed on the woodland area, including existing and proposed grades, services/utilities, roads, surface drainage and building envelopes;

MARKHAM
144 Main St North, Suite 206
Markham, ON L3P 5T3
TJ905.201.7622 ♦ FJ905.201.0639

BRACEBRIDGE
126 Kimberley Avenue
Bracebridge, ON P1L 1Z9
TJ705.645.1050 ♦ FJ705.645.6639

GUELPH
337 Woolwich Street
Guelph, ON N1H 3W4
TJ519.828.0419 ♦ FJ519.826.9306

PETERBOROUGH
469 Water Street, 2nd Floor
Peterborough, ON K9H 3M2
TJ 705.243.7251

OTTAWA (Sotela Solutions)
470 Somerset Street West
Ottawa, ON K1R 5J8
TJ 613.238.3232

- the specific measures to be used during and after construction or site disturbance to protect and preserve individual trees or clumps of trees identified for retention;
- recommendations for tree replanting or edge management using native species.

A tree inventory of the subject property was completed on September 10, 2014. The majority of the subject property consists of old field meadow. A block at the northwest corner of the property consists of Fresh-Moist Oak-Maple Deciduous Forest (FOD9-2), Red Maple Mineral Deciduous Swamp (SWD3-1), and Gray Dogwood Cultural Thicket (CUT1-4) as identified in the Environmental Impact Study (EIS) prepared by LCA Environmental Consultants (December 2010). There are also several hedgerows on the property.

The proposed development overlaps with portions of the Gray Dogwood thicket and several hedgerow features; therefore, the tree inventory focused on characterizing these groupings. Tree groups were characterized in terms of tree species composition, number of trees, size range of trees, and the general condition of the trees.

Results

Three tree groups were identified on the property and one group was identified adjacent to the property. The locations of tree groupings are shown on **Figure 2** and described as follows.

Group 1

This hedgerow, situated along the west property line, is dominated by Bur Oak, Shagbark Hickory, and Eastern Cottonwood. This group is comprised of approximately 115 mid-aged to mature trees with trunk diameters ranging from 20 cm to 87 cm DBH (seven of which are dead). The species composition and size range of trees in this hedgerow is summarized in **Table 1**.

In addition to the larger trees listed in **Table 1**, there are approximately 100 smaller trees with trunk diameters less than 20 cm DBH, the majority of which are Bur Oak, Shagbark Hickory, Pin Oak, and Red Maple.

Table 1. Species and Size Distribution of Trees in Group 1

Species	Common Name	DBH Range (cm)							Total
		20 - 29	30 - 39	40 - 49	50 - 59	60 - 69	70 - 79	81 - 90	
<i>Acer negundo</i>	Manitoba Maple		1						1
<i>Acer rubrum</i>	Red Maple	2	1	1			1		5
<i>Acer saccharum</i>	Sugar Maple	1	2						3
<i>Acer x freemanii</i>	Freeman's Maple	2							2
<i>Quercus rubra</i>	Red Oak	2	5	2		1	1		11
<i>Quercus macrocarpa</i>	Bur Oak	10	9	8		3	4	1	34
<i>Quercus palustris</i>	Pin Oak		1						1
<i>Ulmus americana</i>	White Elm	3							3
<i>Fraxinus pennsylvanica</i>	Green Ash		3	1					4
<i>Populus deltoides</i>	Eastern Cottonwood	5	4	9	1				19
<i>Salix sp.</i>	Willow	4							4
<i>Carya ovata</i>	Shagbark Hickory	13	6	1					20
<i>Prunus serotina</i>	Black Cherry			1					1
Total:		42	32	23	1	4	6	1	108
Dead		1	2	2	2				7

Group 2

This hedgerow is comprised predominantly of Gray Dogwood, Apple, Hawthorn, Common Buckthorn, and Pear. Trees in this hedgerow are summarized in Table 2.

Table 2.

Species	Common Name	DBH Range (cm)				Total
		5-9	10-19	20-29	30-39	
<i>Quercus macrocarpa</i>	Bur Oak		2			2
<i>Quercus palustris</i>	Pin Oak	3				3
<i>Ulmus americana</i>	White Elm		3		2	5
Total:		3	5	0	2	10
Dead				3		3

Group 3

This small grouping, located along the eastern property line, consists of the following:

- five White Elm (13-35 cm DBH)
- one Black Cherry (15 cm DBH)
- 12 dead White Elm

Group 4.

This grouping corresponds with the Gray Dogwood Cultural Thicket (CUT1-6) identified in the EIS prepared by LCA Environmental Consultants (December 2010). This area is dominated by Gray Dogwood and Glossy Buckthorn, with trees scattered throughout consisting mostly of Red Maple, Pin Oak, and Green Ash. The majority of trees are less than 20 cm DBH. The species composition and size range of trees in this hedgerow is summarized in Table 3.

Table 3.

Species	Common Name	DBH Range (cm)							Total
		5-9.5	10-19	20-29	30-39	40-49	50-59	60-69	
<i>Quercus palustris</i>	Pin Oak	11	12	2	7	4		2	38
<i>Fraxinus pennsylvanica</i>	Green Ash	14	16	9	3				42
<i>Ulmus americana</i>	White Elm	2	1	1					4
<i>Acer rubrum</i>	Red Maple	13	40	6	2				61
<i>Prunus serotina</i>	Black Cherry		2	1	2				5
Total:		40	71	19	14	4	0	2	150

Impact Assessment and Recommendations

The Fresh-Moist Oak-Maple Deciduous Forest and Red Maple swamp identified in the EIS (LCA Environmental Consultant, 2010) will be protected within a park block.

Based on a review of the draft plan of subdivision, the majority of trees within the development area will require removal to accommodate the proposed development, including all trees within Groups 2 and 4. Group 3, located just east of the property, will also require removal to accommodate the extension of Hansler Road. It is estimated that approximately half of the trees in Group 1 will also require removal.

Vegetation clearing, including tree removals on the property must be conducted so as not to interfere with breeding bird activity. The federal Migratory Birds Convention Act protects the nests, eggs, and young of most bird species from harassment, harm, or destruction. The breeding bird season in southern Ontario is generally from mid-April to late-July; hence the clearing of vegetation

must take place outside of these dates (i.e. between August and March). For any proposed clearing of vegetation within the breeding bird season, or where birds may be suspected of nesting outside of typical dates, an ecologist should undertake detailed nest searches immediately prior (within two days) to site alteration to ensure that no active nests are present.

The property lies within the Canadian Food Inspection Agency (CFIA) regulated areas for Emerald Ash Borer, which includes much of Southwestern Ontario. Emerald Ash Borer is a highly destructive insect that feeds on Ash (*Fraxinus* spp.) trees, which ultimately results in the death of the tree. Wood debris from Ash trees must not be removed from the Regulated Area. Woody debris from all Ash trees on the property must be taken to a regulated disposal yard, including stumps, wood, logs, wood chips, branches, brush and leaves.

Tree Preservation

It is expected that some tree removal from Group 1 will be required; however, trees in this hedgerow should be protected to the extent possible by minimizing grading and limiting disturbance along the property line. Where feasible, sediment and erosion control (SEC) fencing should be established at the dripline of the trees. Opportunities for tree preservation will be explored further upon receipt of a site grading plan.

SEC fencing established at the limit of development will demarcate the tree protection zone (TPZ) for trees along the perimeter of the construction area. No equipment or materials shall be stored inside the TPZ. No grading, soil disturbance, or surface treatments shall occur within the TPZ.

In addition to the establishment of the TPZ, the following specifications are recommended to ensure the health and survival of any retained trees:

- Before the beginning of work, the contractor and Beacon Environmental, or other qualified arborist, should meet on site to review work procedures, access routes, storage areas and the TPZ or other tree protection measures.
- Any root damage caused to a retainable tree during construction should be cut cleanly.
- Any injury caused to a retainable tree during construction should be evaluated by a qualified arborist.
- Any pruning of trees for construction clearance shall be performed by a qualified arborist.

Tree Replacement

There is limited area to plant replacement trees with the proposed development; however, to help offset the loss of trees from the property, the following is recommended:

- Planting street trees and landscape trees within the development. Trees should be native species or non-invasive ornamentals.

- Planting an assortment of native trees within the stormwater management block at the southeast corner of the site
- Targeted planting of native trees within the parkland block at the northwest corner of the property.

Report prepared by:
Beacon Environmental



Dan Westerhof B.Sc., MES
Terrestrial Ecologist, Certified Arborist

Report reviewed by:
Beacon Environmental



Ron Huizer, B. Sc. (Honours)
Principal



Legend

- Subject Property
- Development Plan
- Tree Groups

**Tree
Inventory**

Figure 2

Merritt Meadows Tree Preservation Plan

UTM Zone 17 N, NAD 83

First Base Solutions
Web Mapping Service 2010

0 30 60 120 Metres



1:2,500



Project 214324
November 2014



Site Location

Figure 1

Client

First Base Solutions
Web Mapping Service 2010

UTM Zone 17 N, NAD 83

0 100 200 400 Metres



1:10,000



Project 214324
November 2014