

**Site Plan Agreement
1875159 Ontario Inc.
1105 Baxter Lane**

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THIS AGREEMENT made this day of , 2018.

BETWEEN:

1875159 ONTARIO INC.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner wishes to develop the property for residential use in accordance with Schedules C through G attached hereto;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement:

- (a) **Chief Building Official** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **Clerk** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **Council** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **Director of Community Planning & Development** shall mean the Director of Community Planning & Development of the Corporation of the Town of Pelham.
- (e) **Director of Corporate Services** shall mean the Director of Corporate Services of the Corporation of the Town of Pelham.
- (f) **Director of Public Works** shall mean the Director of Public Works of the Corporation of the Town of Pelham.
- (g) **Facilities and Works** shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) **Lands** shall mean the lands described in Schedule 'A' attached hereto.
- (i) **Professional Engineer** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.
- (j) **Surveyor** shall mean an Ontario Land Surveyor registered in good standing with the Association of Ontario Land Surveyors.

2. General Provisions

- (a) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

- (b) Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved plans to make any payments or install, construct, or carry out any services or action, the provisions therefore contained herein shall be deemed to include the words, "at the sole expense of the Owner".
- (c) The Owner shall perform any and all construction and installation of works on the Lands and any off-site works in accordance with the terms and conditions contained herein and as shown on Schedules C through G attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (d) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedules C through G attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (e) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (f) The Owner shall keep all construction access routes free and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (g) During construction, the Owner shall ensure all construction related vehicles that are not carrying out the works are parked on the subject lands and are not parked within the municipal road allowance.
- (h) All delivery / construction trucks taking materials from the subject lands included within this Agreement shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on neighbouring properties or public roadways.
- (i) 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 & 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 shall immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Businesses and Consumer Services in Toronto (416-326-8392), the Ministry of Tourism, Culture & Sport and the Owner's licensed archaeological consultant.
- (j) The Owner grants to the Town, its servants, agents, and assigns permission to enter upon the Lands for the purpose of inspection of any Facilities and Works referred to in this Agreement and for the purpose of the completion of any Facilities and Works in accordance with this Clause and this Agreement.
- (k) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance, or existence of any Facilities and Works done by the Owner, its contractors, servants or agents on the Lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required Facilities and Works in accordance with this clause and this Agreement.
- (l) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant, and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.
- (m) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the subject lands, then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the lands as a development or part thereof unless and until a new Agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (n) Any lands required to be conveyed by the Owner in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Owner shall complete all services for the lands in accordance with the terms of this

Agreement.

- (o) Notwithstanding the provisions of this Agreement, the Owner shall be subject to all of the Town's By-laws and all Provincial and Federal government statutes and / or regulations and amendments thereto affecting the site's development and installation of municipal services.

3. Design & Supervision of Construction of Services

- (a) The Owner shall employ, at its cost, a competent and qualified Professional Engineer consultant approved by the Director of Public Works to:
 - (i) Carry out all soil investigations required by the Director of Public Works;
 - (ii) Design all of the works required to be completed in this Agreement;
 - (iii) Provide the Director of Public Works with an estimate of the costs of design, construction and maintenance of all works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all works required under this Agreement;
 - (iv) Prepare engineering drawings that include plans, profiles and specifications for the works and to submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such works;
 - (v) Submit to the Director of Public Works the detailed plans for signing and also provide two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to 11"x17" size;
 - (vi) Obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the works;
 - (vii) Call tenders for the installation and construction of the works;
 - (viii) Obtain the approval from the Director of Public Works of the contractor employed to install or construct the works;
 - (ix) Provide full-time resident supervision, inspection and contract administration of all works within the municipal road allowance covered by this Agreement; or in the event that full-time inspection cannot or is not provided, the Town will provide inspection services at a per diem rate of \$1100.00 per day;
 - (x) Provide the Director of Public Works, or designate, 48 hours of notice prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
 - (xi) Have a pre-construction meeting with the Director of Public Works, or designate, prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
 - (xii) Maintain all of the records of the installation or construction of the works and submit a copy of the same to the Director of Public Works;
 - (xiii) Obtain from the Director of Public Works, the details regarding the form and scale of these drawings prior to their presentation;
 - (xiv) Provide the Director of Public Works with individual record sheets illustrating location & depths for all sanitary sewer, storm sewer and water services;
 - (xv) Provide building levels for construction purposes as hereinafter provided;
 - (xvi) Furnish the Director of Public Works with the preliminary lot grading certificate for the subject lands; and
 - (xvii) Provide the Town with the final lot grading certificate.
- (b) The Owner shall not install works prior to a receipt in writing from the Director of

Public Works of the detailed plans and specifications therefor.

- (c) All of the works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Owner's consulting Professional Engineer.
- (d) The Owner shall not close / restrict any public roadway prior to receipt in writing from the Director of Public Works for such activity. In the event that construction works require lane restrictions and / or full closures, a minimum of 48 hours of notice must be given to the Director of Public Works. In addition, the Owner must submit a traffic management plan and is responsible for notification of all affected emergency and non-emergency agencies.

4. Grading

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed site drainage plan for the site, said Plan to clearly indicate the existing drainage pattern on all adjacent Lands originally flowing through, into, or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Public Works. This Plan, attached hereto as Schedule 'E', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Public Works.
- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'E' to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved civil plans, prepared by Upper Canada Consultants Engineers/Planners, dated September 27, 2018, attached hereto as Schedule 'E'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

5. Sanitary Sewer System

- (a) The Owner shall, at its own expense, forever maintain all necessary sanitary sewer connections required to serve the development; and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.
- (b) Domestic waste water from the proposed building(s) shall be discharged into the sanitary sewer system through a drain connection via the sanitary sewer lateral shown on the Site Servicing & Grading Plan. The Owner shall be responsible for exposing the existing lateral to be inspected by Town staff to ensure pipe material and condition is satisfactory for connection. Should it be deemed unsatisfactory, all costs associated with its removal and replacement shall be the Owner's responsibility.
- (c) The sanitary sewer system must comply with the Region's Sewer Use By-law #27-2014.

6. Water Supply

- (a) The Owner shall, at its own expense, forever maintain all necessary connections and all internal water supply services necessary to serve the development.
- (b) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (c) The Owner shall, at its own expense, forever maintain the internal water system necessary for servicing the development and comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water Act* and amendments thereto and all regulations thereunder, on components of the internal water supply.

- (d) The Owner grants the Town, its servants, agents and assigns permission to enter upon the lands for the purpose of the inspection and maintenance of all water meter chambers and the Owner shall ensure that the area in and around the water meter chamber is made free and clear of all encumbrances, at all times, which may interfere with such tasks.
- (e) All internal and external water works, as specified by the site plan agreement, must be completed and be fully commissioned in accordance with Town water commissioning procedures prior to the construction of any structures within the development.

7. Storm Sewer System

- (a) The Owner shall undertake the installation, repair, and perpetual maintenance of the private storm water system as identified in the Site Servicing & Grading Plan, prepared by Upper Canada Consultants, dated September 27, 2018, attached hereto as Schedule 'E', and approved by the Director of Public Works.
- (b) All downspouts fronting the building shall not be directed towards the sidewalk and splash pads are required.
- (c) The storm sewer system must comply with the Region's Sewer Use By-law #27-2014.

8. Roads & Access

- (a) The Owner shall, at its own expense, prior to construction taking place within a Town road allowance, obtain a Town Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, restore any curb cuts and trench excavations within the roadway as per Town standards. All road restorations shall take place no later than two (2) weeks after completion of the installation. No temporary measures will be permitted.
- (c) The Owner shall locate all private signs within the Owner's Lands in accordance with the Site Plan attached as Schedule 'C'.

9. Landscaping & Trees

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads in accordance with the approved Landscape Plans prepared by Donald Martin Landscape Architect, dated 08.31.17 and revised to 05-18, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning & Development.
- (b) The Owner agrees to install appropriate sediment and erosion control fencing prior to the commencement of construction and maintain it in good condition until all construction is complete and all areas are revegetated.
- (c) The Owner agrees to provide the Arborist Report – Baxter Hall, prepared by Arborwood Tree Service Inc., dated April 12, 2018 and attached hereto as Schedule H to all contractors prior to construction.
- (d) The Owner agrees to hire a competent tree care company to remove all trees recommended for removal prior to construction or hoarding installation in accordance with Appendix A to the Arborist Report. Removals shall be done in a controlled manner so that the trees recommended for preservation are not damaged. No machinery (skid steer, bucket truck, stump grinder, etc.) shall drive within the drop zone of the preserved trees without first laying down materials to limit soil compaction and root damage. This can be done using rubber mats, steel plates or plywood over top a layer of mulch.
- (e) After completion of the recommended tree removals by a competent tree care company, hoarding shall be installed in accordance with Appendix C to the Arborist Report. In order to further reduce root damage, access routes to the site shall be kept to a minimum. Upon installation of the hoarding, the Owner shall contact the Town to verify compliance with the recommendations of the Arborist Report.

- (f) The Owner shall enlist a Certified Arborist to monitor all excavation on site. The excavation shall be completed using a less invasive method such as Hydro-Excavation or High Pressured Air Excavation. The Certified Arborist shall perform root pruning to limit excessive damage to the roots as needed. Where any root pruning has been deemed necessary, trees shall have their entire dripzone deep root fed with an Organic Fertilizer with a low micro and macro nutrient analysis (ie. less than 10-10-19 with added micronutrients). This shall be completed once during the growing season and should be repeated for two consecutive years.
- (g) Upon completion of construction, the Owner shall enlist a Certified Arborist to assess and make further recommendations for all trees as necessary including maintenance, pruning, fertilizing, etc. Hoarding may be removed at this time and any further recommendations shall be implemented.

10. Waste Collection

- (a) The Owner shall at all times provide adequate collection and disposal of garbage, recyclables and sanitary refuse.
- (b) That the owner shall provide a written undertaking to Niagara Region Planning and Development Services acknowledging that because the site design does not meet the Region's Corporate Policy for Waste Collection and therefore, garbage/recycling pick-up for the development will be provided through a private contractor and not the Region.
- (c) That the following warning clause be inserted in all Agreements of Purchase and Sale or Lease for each dwelling unit to survive closing:

"Purchasers/Tenants are advised that due to the site layout, garbage/recycling pick-up for the development will be provided through a private contractor and not the Region."

11. Easements / Rights-of-Way

In the event any easements are required by Enbridge Gas to service the development, the Owner shall provide these to Enbridge Gas Distribution at no cost.

12. Photometry

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.
- (b) The Owner shall, at its own expense, provide exterior lighting in accordance with the Photometric Plans attached hereto as Schedule 'G'.

13. Parking, Curbing, Driveways & Sidewalks

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking and driveway areas acceptable to the Town.
- (b) The Owner shall perpetually maintain all internal pavement markings which include crosswalks and parking stall / accessible stall markings.
- (c) The Owner shall install stop signs on each driveway approach to Welland Road as recommended in the Traffic Brief prepared by Paradigm Transportation Solutions Limited dated May 12, 2017 and in accordance with the Ontario Traffic Manual Book 5.

14. Building & Services

- (a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

15. Mail Delivery

Canada Post's multi-unit policy, which requires that the Owner provide the Centralized Mail Facility (front-loading lockbox assembly or rear-loading mailroom), at their own expense, will be in effect for buildings with a common lobby, common indoor or sheltered space.

16. Administrative & Consulting Costs

The Owner shall pay the Town's reasonable costs (\$2,700 or Two-thousand, seven hundred dollars) in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

17. Deposit for Facilities and Works

- (a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to:

- (i) 20 % of the estimated cost of completing the on-site Facilities and Works;
and
- (ii) 100% of the estimated cost of completing the off-site works.

The parties have calculated that the estimated cost for completion to be **\$442 200.63** (Four hundred and forty-two thousand two hundred dollars and sixty-three cents)) excluding taxes. Therefore, security in the amount of **\$88 440.13** (Eighty-eight thousand, four hundred and forty dollars and thirteen cents) shall be provided to the Town.

- (e) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.
- (f) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.
- (g) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.
- (h) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (i) The Owner agrees that all of the Facilities and Works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition. An extension of the completion of Works may be considered by the Director of Community Planning & Development.

18. Default

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of

default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (i) Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- (ii) Make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (iii) Retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (iv) Bring action to compel specific performance of all or any part of this Agreement for damages; and
- (v) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

19. Covenants

The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

20. Registration

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

21. Obligation

This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this Agreement or any negligence of any such person in the performance of the said obligation.

22. Building Permit

Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

23. Plans

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

24. Notices

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at: Clerk
Town of Pelham

P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Owner at: 1875159 Ontario Inc.
169 Chebucto Drive
Oakville, ON L6J 5R1

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 23. Any notice delivered to the party to whom it is addressed in this Section 23 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

25. Schedules


The originals of the plans set out in Schedule 'C', 'D', 'E', 'F', 'G' and 'H' are available at the offices of the Town at the address set out in Section 24.

26. Binding Effect

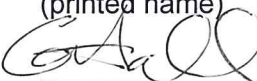
This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS

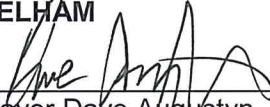
Anthony Hall
(printed name)

(signature)
Nov 10, 2018
(date)

1875159 ONTARIO INC.

Geoff Hall
(printed name)

(signature)
Nov 10, 2018
(date)

☒ 'I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF
PELHAM


Mayor Dave Augustyn


Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

PIN: 64030-0332 (LT)

Part Lot 4 N/S Welland Street, Plan 703 Pelham as in RO717386; PELHAM

Cost Estimates, Security Deposits & Cash Payments

Securities		
On-Site	20% (\$442 200.63)	= \$88 440.13
Off-Site	100% (\$0)	= \$0
Total		= \$88 440.13

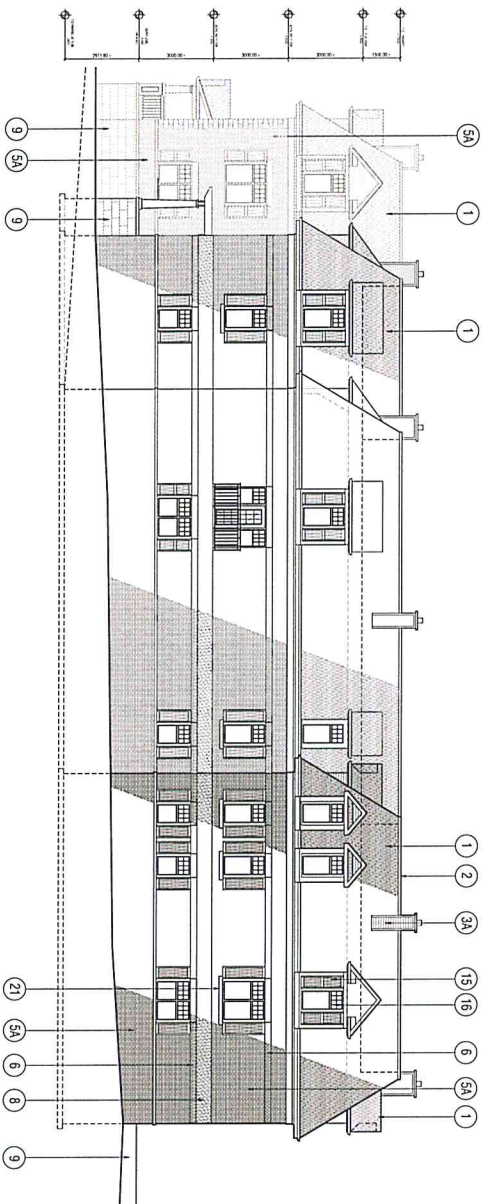
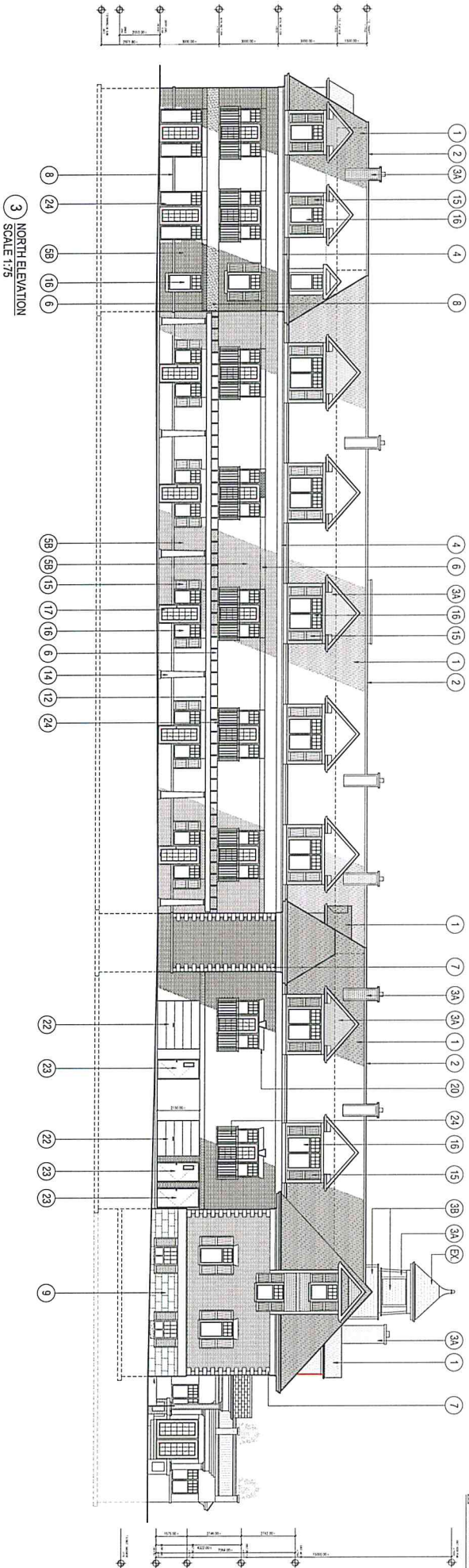
Cash Payments

Administration	\$2 700.00
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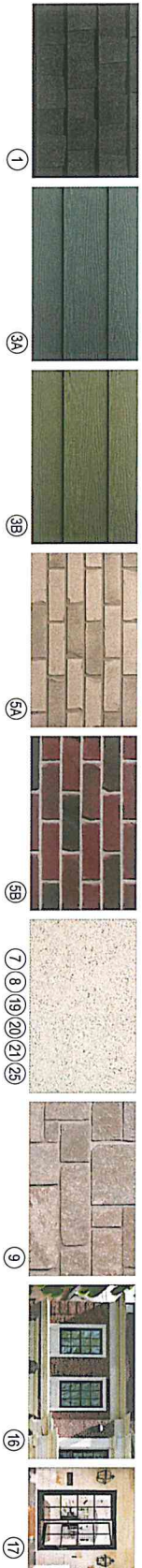
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PROPOSED SITE PLAN

REVISION	
Δ	ISSUED FOR ZONING REVIEW 2015-JUN-18
Δ	RE-ISSUED FOR ZONING REVIEW 2016-MAR-19
Δ	RE-ISSUED FOR ZONING REVIEW 2016-JUN-14
Δ	ISSUED FOR SPA 2017-OCT-19
Δ	ISSUED FOR SPA RE-SUBMISSION 2018-JUL-11
Δ	RE-ISSUED FOR SPA 2018-SEP-05



EXTERIOR FINISHES LEGEND	
EX	POST EXT FINISH TO REMAIN
1	13
2	14
3A	15
3B	16
4	17
5A	18
5B	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26



OWNER NAME	
OWNER'S SIGNATURE	
THE TOWN OF PELHAM	
DATE	
DATE	

ARCHITECT
HUDSON
550 QUEEN ST. E.
TORONTO, ON
M5E 1B7
TEL: 416-518-1077
www.hudsonarchitects.com

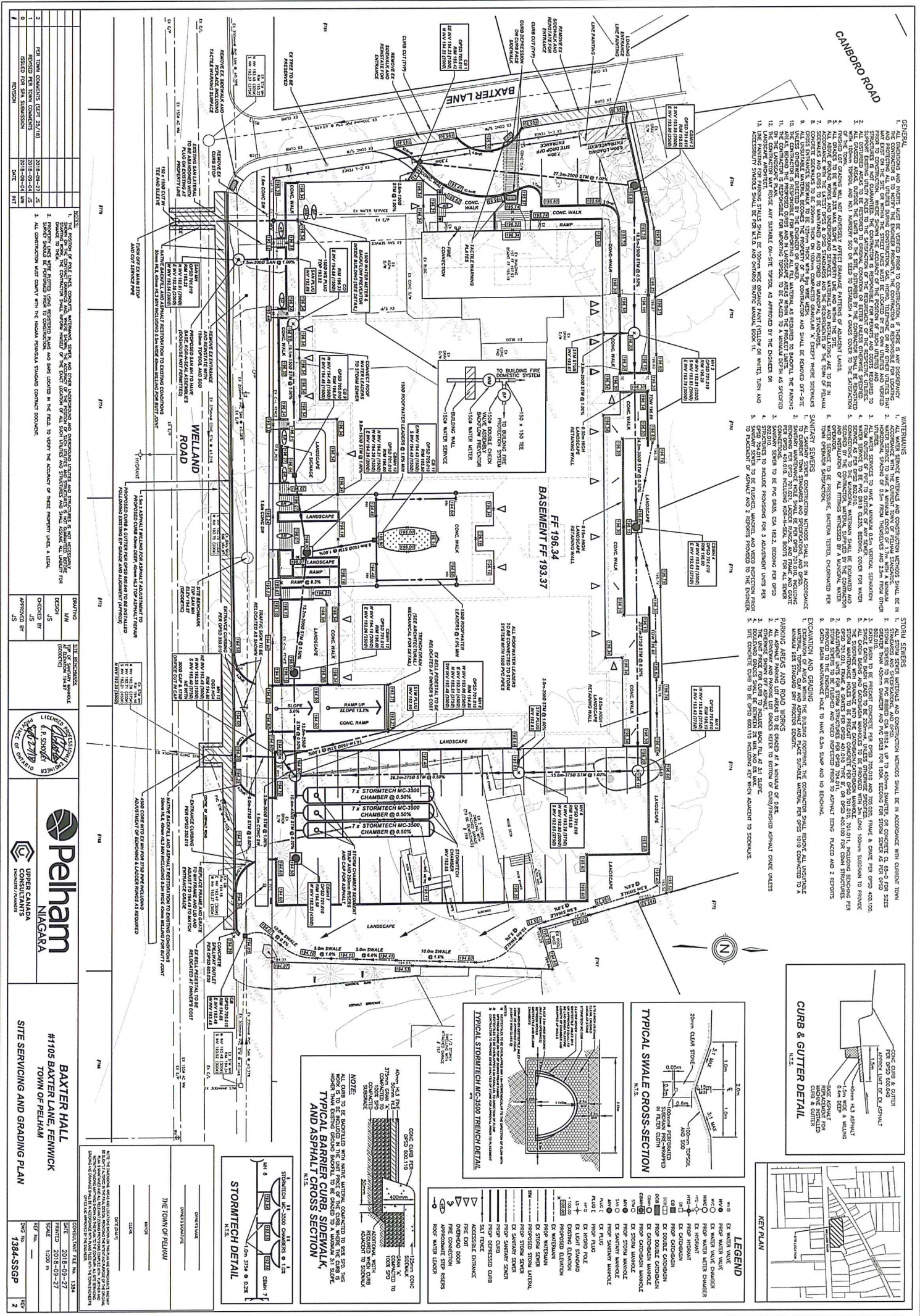
Project
BAXTER HALL
1105 BAXTER LANE
PELHAM, ONTARIO

Scale Title
PROPOSED
NORTH & EAST
ELEVATIONS

DATE	2018-JUL-11
SCALE	1:75
PROJECT	WM
DRAWN	WM
CHECKED	WM
DATE	CURRENT SET
SHEET NO.	

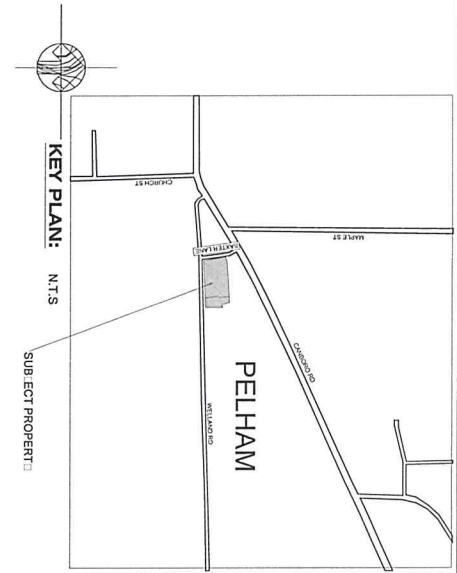
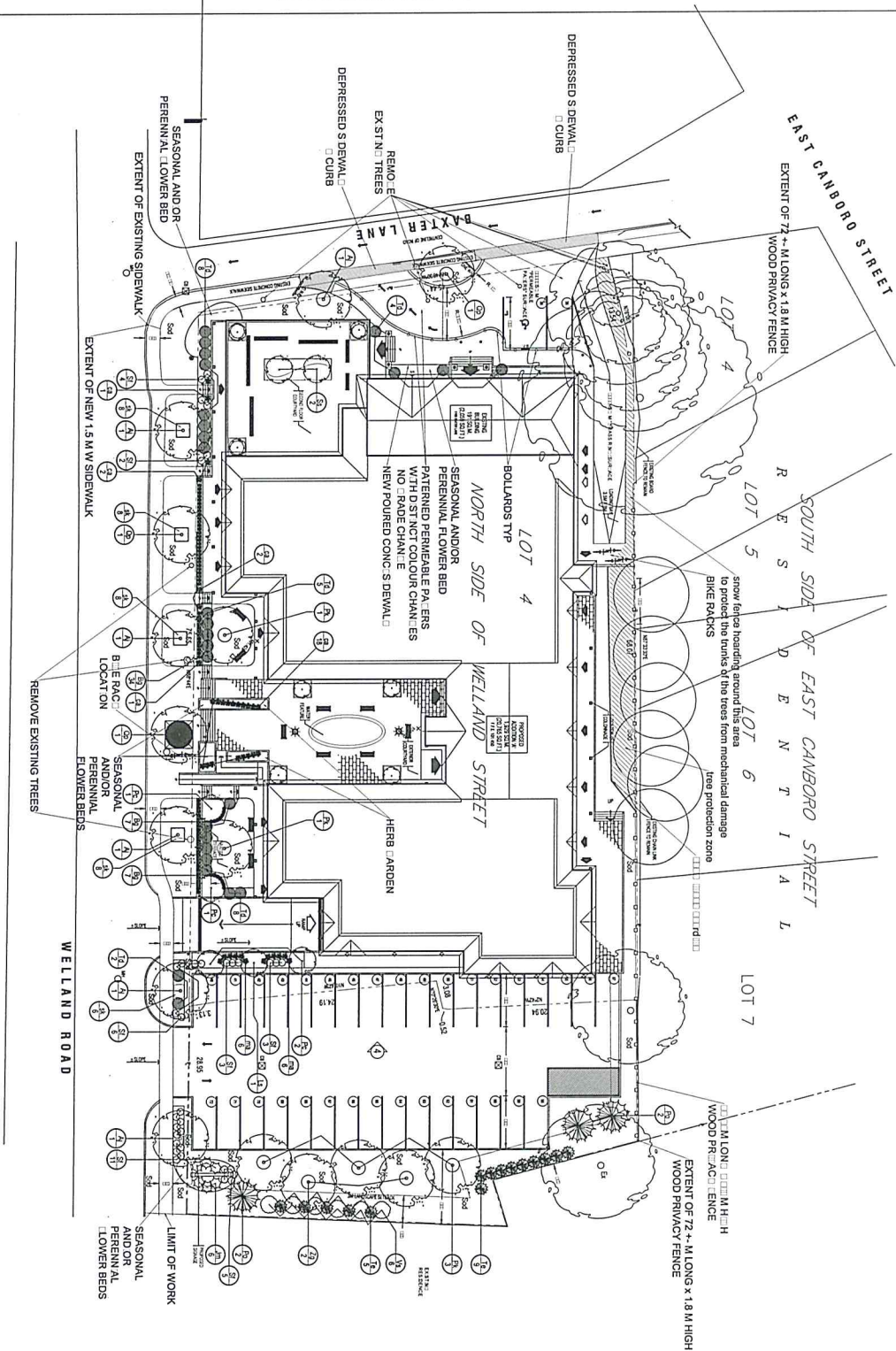
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SCHEDULE E



SCHEDULE F

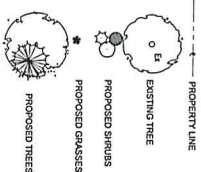
**PART OF LOT 4 & 5 ON THE NORTH SIDE OF WELLS STREET
PLAN 703
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA**



PLANT SCHEDULE:

KEY	BOTANICAL NAME	COMMON NAME	NO.	SIZE	CONDITION
TREES COVERED:					
10	P. GLAUCOBLA	SERIF AN SPRUCE	10	10 CM	W.B.
TREES DECIDUOUS:					
11	ACER FREMIAN - E. FRINSE	AMURAN BLA. E. MARLE	0	10 CM OAL	W.B.
12	LIQUIDAMBAR STYRACIS ALBICORTE	SHILOGETE EMETICUM	1	45 CM OAL	20 OAL
13	PRUNUS SEROTINA - NYM. AN.	"NYM. AN. CHERRY"	5	20 CM	
14	PRUNUS DOLYCHOCALYPTA	ROSBORNE COMMUNAL PEAR	4	60 CM OAL	W.B.
15	"URBICUS PALATIS"		0	10 CM OAL	W.B.
16	ST. JAC. APONICA SHOD CHAMU	SNOW CHERRY	0	10 CM OAL	
17	E. L. O. A. SERPATA - REBE. JAE.	E. L. O. A.	0	10 CM OAL	W.B.
CONIFEROUS SHRUBS:					
18	BIAXUS - REBE. ENL.	"REBE. ENL. FOXWOOD"	10	10 CM	10 CM
19	LARPRUS SALIX MONNA	OAL. LAR. CUPERT	10	10 CM	10 CM
20	TAXUS MEDIA - BENS. OAL.	DEBBE. LEW.	0	10 CM	10 CM
21	THU. A. OCC. DEBATA - S. ENERDAD.	ENBERD CEDAR	0	10 CM	10 CM
DECIDUOUS SHRUBS:					
22	ST. JAC. APONICA LAMN. - MOJONG	LAMN. - MOJONG SP. BKA.	10	10 CM	10 CM
23	VIBURNUM FLORIBUNDUM SHIRAZI	SHIRAZ DOBLOUNTE VIBURNUM	0	10 CM	7 OAL
GROUND COVER OR FERNACEOUS:					
24	10 CM. 11 KENTONIA BLUE GRASS MIX	175.5 CM METERS	24		
25	CALLAMAGROSTIS ACUTICUTULA WULFENI	WAVELEATED-LEATHER REED GRASS	24		1 OAL
26	MESQUINITES SPENSII AUTUMN RED	RED-LEAFED JAWOON GRASS	24	10 cm POT	10 cm POT
27	SEDUM KAWESCHOWITZII	RUSSIAN STONEWORT	26	9 cm POT	

LEGEND:



	_____	GONNERS NAME	_____
	_____	GONNERS SIGNATURE	_____
THE TOWN OF PELHAM			
	_____	MAYOR	_____
	_____	CLERK	_____
	_____	DATED 20.12.20	_____

NOTE: THE DIMENSIONS, AREAS AND LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY BE SLIGHTLY ALTERED IN THE FINAL DESIGN, PROVIDING THE INTENT AND PURPOSE OF THE ORIGINAL PLAN IS MAINTAINED AND ALL RELEVANT ZONING PROVISIONS COMPLIED WITH. FURTHER AND NOTWITHSTANDING ANYTHING SHOWN ON THIS PLAN TO THE CONTRARY, ALL SITE SERVING, GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH PLANS FILED WITH THE TOWN ENGINEERS OFFICE AND APPROVED BY THE ENGINEER.

LANDSCAPE PLAN



1:250

**DONALD MARTIN LANDSCAPE
ARCHITECT**

655 Fifth Avenue • Niagara Falls, Ontario
905-357-1947
phone • fax

PROJECT:

OWNER:

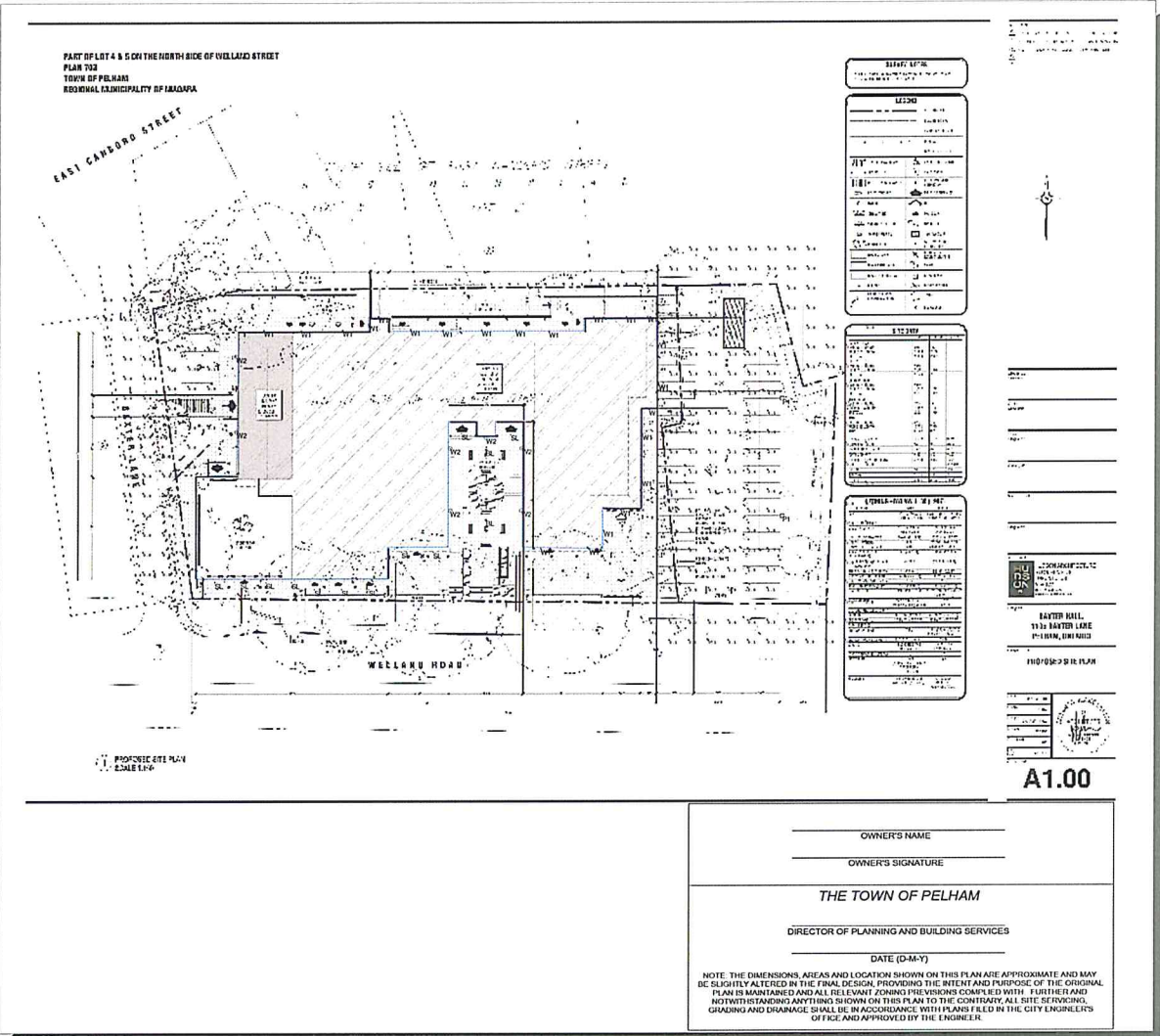
LANDSCAPE PLAN

DESIGN: D.M.	DRAFTING: D.M.
DATE: 08.31.17	SCALE: 1:250
DRAWING NO: 083117-1P	SHEET NO: 1-1 REV: 3

SCHEDULE G

Luminaire Schedule				
Symbol	Qty	Label	Description	Tag
☐	2	ECF-S-32L-1_2A-NW-G2-4-H	ECF-S-32L-1_2A-NW-G2-4-HIS	P1
⌈	23	49279-Photometric Report	49279PLLED	W1
⊙	11	L4R10AE1VA-L4R10835VA-L4	L4R10AE1VA-L4R10835VA-L4RDW	SL
⊙	7	4938202-Photometric Repo	wesley	W2
⊙	2	BP52708-4X5LED35-120V	BP527BOL200Q-LED	BL

Numeric Summary					
Label	CalcType	Avg	Max	Min	Max/Min
East Side Parking	Illuminance	1.62	4.1	0.3	13.67
West Side Parking	Illuminance	0.02	0.2	0.0	N.A.
West Side Spill Light	Illuminance	0.04	0.4	0.0	N.A.
East Side Spill Light_1	Illuminance	0.00	0.0	0.0	N.A.
courtyard and exterior w	Illuminance	0.98	41.7	0.0	N.A.



<div>OWNER'S NAME</div> <div>OWNER'S SIGNATURE</div>
<div>THE TOWN OF PELHAM</div> <div>DIRECTOR OF PLANNING AND BUILDING SERVICES</div> <div>DATE (D-M-Y)</div> <div>NOTE: THE DIMENSIONS, AREAS AND LOCATION SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY BE SLIGHTLY ALTERED IN THE FINAL DESIGN, PROVIDING THE INTENT AND PURPOSE OF THE ORIGINAL PLAN IS MAINTAINED AND ALL RELEVANT ZONING PREVISIONS COMPLIED WITH. FURTHER AND NOTWITHSTANDING ANYTHING SHOWN ON THIS PLAN TO THE CONTRARY, ALL SITE SERVICING, GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH PLANS FILED IN THE CITY ENGINEER'S OFFICE AND APPROVED BY THE ENGINEER.</div>

SCHEDULE H



Arborist Report - Baxter Hall

1105 Baxter Lane, Pelham

Robyn Pollard, ISA ON 1352A | ISA CTRA 1587
April 12, 2018

Dear Geoff Hall,

Please find attached the updated Arborist Report that I have prepared for the Baxter Hall Project to aid in the planning process. My report includes an evaluation of all trees on site that could be affected by the proposed building. My report provides a Tree Inventory and corresponding site plan for the trees as well as recommendations related to the project.

This letter is part of the Arborist Report and may not be used separately.

Please feel free to contact me in order to discuss this report further.

Best regards,

Robyn Pollard

Arborwood Tree Service Inc.

ISA Certified Arborist ON-1352 | ISA Certified Tree Risk Assessor 1587

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Summary

This report was prepared solely by myself Robyn Pollard. The report was requested by Geoff Hall. The report is needed due to the proposed alteration at 1105 Baxter Lane in Pelham which includes the construction of a large building, parking and driveways. The project is planned within a treed green space and therefore a number of trees are recommended for removal. This report documents the necessary removals, tree preservation and future tree care for the site.

Assignment

- ~ Prepare a tree inventory including all existing trees on the subject site that will be affected by the proposed site alteration
- ~ Prepare recommendations for tree preservation
- ~ Prepare recommendations for future tree care

Use of the Report

This report is intended to be used by the property owner(s) to help them plan for proper maintenance of their trees both throughout the proposed project and in the future. It may also be reviewed by the separate contractors (Landscape Architect, Arborist, Construction contractor etc.) involved in the proposed alteration.

Site Description

The site is located 1105 Baxter Lane, Pelham. The subject area is two lots. The larger lot is currently a multi-residential building and the smaller lot is currently a single family home. The larger property has no interior trees but it is surrounded by trees. The smaller lot has a number of mature trees. The main concern with the project is the removal of a number of city trees along the front of the property.

Recommendations

1. All parties involved with the project should review this report prior to construction to ensure that the trees that are recommended for preservation are in fact preserved. Any concerns regarding the report should be brought to the attention of myself.
2. All trees recommended for removal should be removed prior to construction or hoarding installation. The removals should be done in a controlled manner so that the trees recommended for preservation are not damaged. No machinery (skid steer, bucket truck, stump grinder etc.) should drive within the drip zone of the preserved trees without first laying down materials to limit soil compaction and root damage. This can be done using rubber mats, steel plates or plywood over a layer of mulch.
 - 2.1. One tree [tree # 11] is recommended for removal because it is dead. No replacement tree has therefore been suggested.
 - 2.2. Twenty-one trees are recommended for removal because they are within the footprint of the alteration.
 - 2.2.1. Of the 21 recommended removals, 4 are municipal trees (Trees #2, 4, 5 and 29) and will require permission from the city. The city trees will not survive the impact of the proposed alteration so if preservation is required the plan would need to be drastically changed. This is not in my opinion a reasonable option since the trees are mature trees in Fair to Poor condition that would foreseeably need to be removed within the next 10-20 years due to their overall structure and condition.
 - 2.3. A 1:1 ratio has been suggested as replacement for all smaller diameter trees suggested for removal to reduce the impact on the site due to large loss of trees.
 - 2.4. A 1:3 ratio has been suggested for the larger diameter trees suggested for removal to reduce the impact on the site due to large loss of trees.
3. Once the recommended tree removals have been completed by a competent tree care company hoarding should be installed as per the recommendations laid out within the Tree Inventory of this report. The distances laid out are based on industry standards as well as drip zone measurements. Roots can extend 2-3 times the drip zone of a tree so the Tree Protection Zones are only to protect the critical roots of the trees and many of the trees on site will experience some damage to roots outside of these zones. This root damage can be further reduced by limiting the access routes to the site to a minimum. Once the hoarding has been installed it should be inspected & approved by the city.
4. Once the hoarding has been approved construction should begin. Due to the nature of construction and large projects such as these it is foreseeable that further recommendations may be needed to ensure the survival of the trees within proximity to

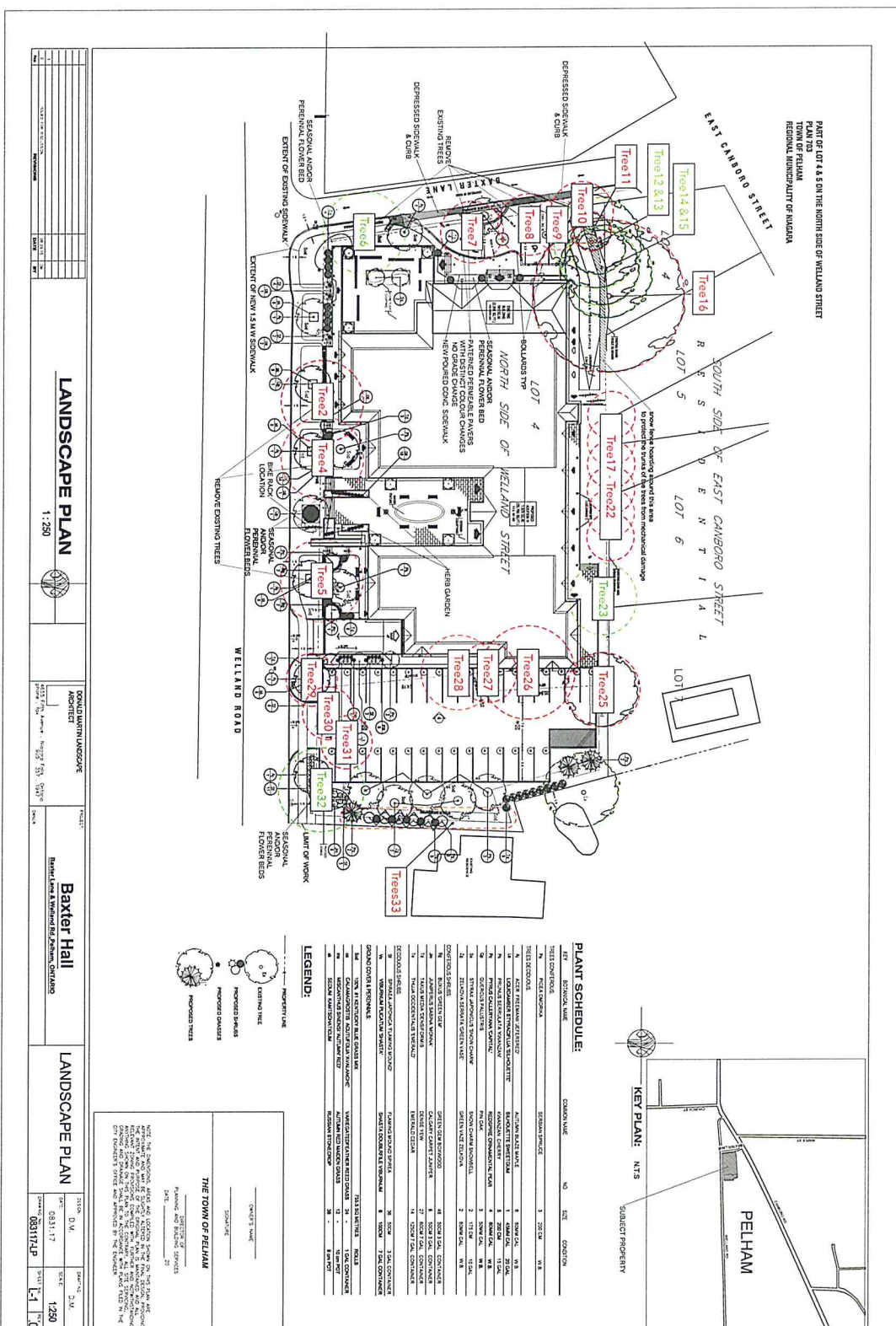
the site. These recommendations may include elevation pruning of limbs to allow for machinery access or root pruning to reduce the impact of excavation.

5. During the excavation phases of the project a number of trees that are recommended for preservation will experience excavation within their dripzones. For these trees a Certified Arborist should be on site to monitor the excavation. The excavation should be completed using a less invasive method such as Hydro-Excavation or High Pressured Air Excavation. The arborist will also most likely need to perform root pruning to limit excessive damage to the roots.
 - 5.1. Where any root pruning has been deemed necessary trees should have their entire dripzone deep root fed with an Organic Fertilizer with a low micro and macro nutrient analysis. (i.e. less than 10-10-10 with added micronutrients). This should be completed once during the growing season and should be repeated for 2 consecutive years.
6. Once the construction phase has been completed it is recommended that all trees be assessed and further recommendations be made if necessary. This may include maintenance pruning fertilizing etc. At this time the hoarding can be removed to allow for the landscape phase.
7. During the landscape phase the replacement trees should be planted as per the Landscape Plan. The amount of replacement trees recommended is 31 trees. These trees should be a mix of species that are planted in a way that their canopies can fully mature. Therefore it is suggested that a mix of ornamental, shade and evergreens should be chosen so that the area is not overly crowded with large shade trees.

Conclusion

Through analysis of the site & current tree conditions I believe that if the recommendations laid out within this report are followed no further tree removals will be necessary and the preserved trees will maintain their health and structural integrity and add significant value to the site.

Appendix A - Tree Preservation Plan



Appendix B - Tree Inventory

Tree ID	Owner	Species (common/ botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condtion	Recommendations	Compensati on
2	City	Sugar Maple, Acer saccharinum	70	11	Fair	Poor	Removal is recommended, but permission is needed from the city	Plant 3 replacement trees
4	City	Silver Maple, Acer saccharinum	101	11	Fair	Fair	Removal is recommended, but permission is needed from the city	Plant 3 replacement trees
5	City	Silver Maple, Acer saccharinum	83	9	Fair	Fair	Removal is recommended, but permission is needed from the city	Plant 3 replacement trees
6	City	Sugar Maple, Acer saccharinum	64	5	Fair	Fair	Preservation is recommended if feasible. Install hoarding 3m from the stem prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood. Fertilize tree post construction for at least 2 years to reduce overall impacts.	n/a
7	Private	Sugar Maple, Acer saccharinum	47	5	Good	Fair	Removal is recommended.	Plant 1 replacement tree
8	Private	Sugar Maple, Acer saccharinum	55	5	Good	Fair	Removal is recommended.	Plant 1 replacement tree
9	Private	Sugar Maple, Acer saccharinum	36	5	Good	Fair	Removal is recommended.	Plant 1 replacement tree
10	Private	Norway Maple, Acer platanoides	28,29 ,33	5	Fair	Fair	Removal is recommended.	Plant 1 replacement tree
11	Private	Oak	25		Dead		Removal is recommended.	n/a

Tree ID	Owner	Species (common/botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condition	Recommendations	Compensation
12	Shared	Norway Maple, Acer platanoides	58	9	Fair	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Preservation is recommended if feasible. Install hoarding 1m from the stem prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance</p> <p>Fertilize tree post construction for at least 2 years to reduce overall impacts.</p>	n/a
13	Shared	Norway Maple, Acer platanoides	35	7	Fair	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Preservation is recommended if feasible. Install hoarding 1m from the stem prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance</p> <p>Fertilize tree post construction for at least 2 years to reduce overall impacts.</p>	n/a

Tree ID	Owner	Species (common/botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condition	Recommendations	Compensation
14	Shared	Norway Maple, Acer platanoides	49	8	Fair	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Preservation is recommended if feasible. Install hoarding 1m from the stem prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance</p> <p>Fertilize tree post construction for at least 2 years to reduce overall impacts.</p>	n/a
15	Shared	Norway Maple, Acer platanoides	60	8	Fair	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Preservation is recommended if feasible. Install hoarding 1m from the stem prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance</p> <p>Fertilize tree post construction for at least 2 years to reduce overall impacts.</p>	n/a

Tree ID	Owner	Species (common/ botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condition	Recommendations	Compensation
16	Shared	Norway Maple, Acer platanoides	100	8	Fair	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 3 replacement trees
17	Shared	Norway Maple, Acer platanoides	18	5	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree
18	Shared	Norway Maple, Acer platanoides	24	5	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree
19	Shared	Norway Maple, Acer platanoides	42	8	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree
20	Shared	Norway Maple, Acer platanoides	27,40	8	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree
21	Shared	Norway Maple, Acer platanoides	32	5	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree
22	Shared	Norway Maple, Acer platanoides	48	9	Good	Poor	Tree was not surveyed so ownership is assumed. Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement tree

Tree ID	Owner	Species (common/botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condition	Recommendations	Compensation
23	Private	Horse Chestnut, Aesculus hippocastanum	70	10	Fair	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Preservation is recommended if feasible. Install hoarding 3m from the stem except where limited by hardscaping prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance</p> <p>Fertilize tree post construction for at least 2 years to reduce overall impacts.</p>	n/a
25	Shared	Norway Maple, Acer platanoides	50,36,39,40	9	Fair	Poor	Removal is recommended, but permission is needed from the shared owner	Plant 1 replacement trees
26	Private	Sugar Maple, Acer saccharinum	140	9	Fair	Poor	Removal is recommended.	Plant 3 replacement trees
27	Private	Norway Spruce, Picea abies	33	4	Good	Fair	Removal is recommended.	Plant 1 replacement tree
28	Private	Norway Spruce, Picea abies	65	8	Good	Fair	Removal is recommended.	Plant 1 replacement tree
29	City	Linden, Tilia cordata	25	3.5	Good	Fair	<p>Tree was not surveyed so ownership is assumed.</p> <p>Removal is recommended, but permission is needed from the city.</p>	Plant 1 replacement tree

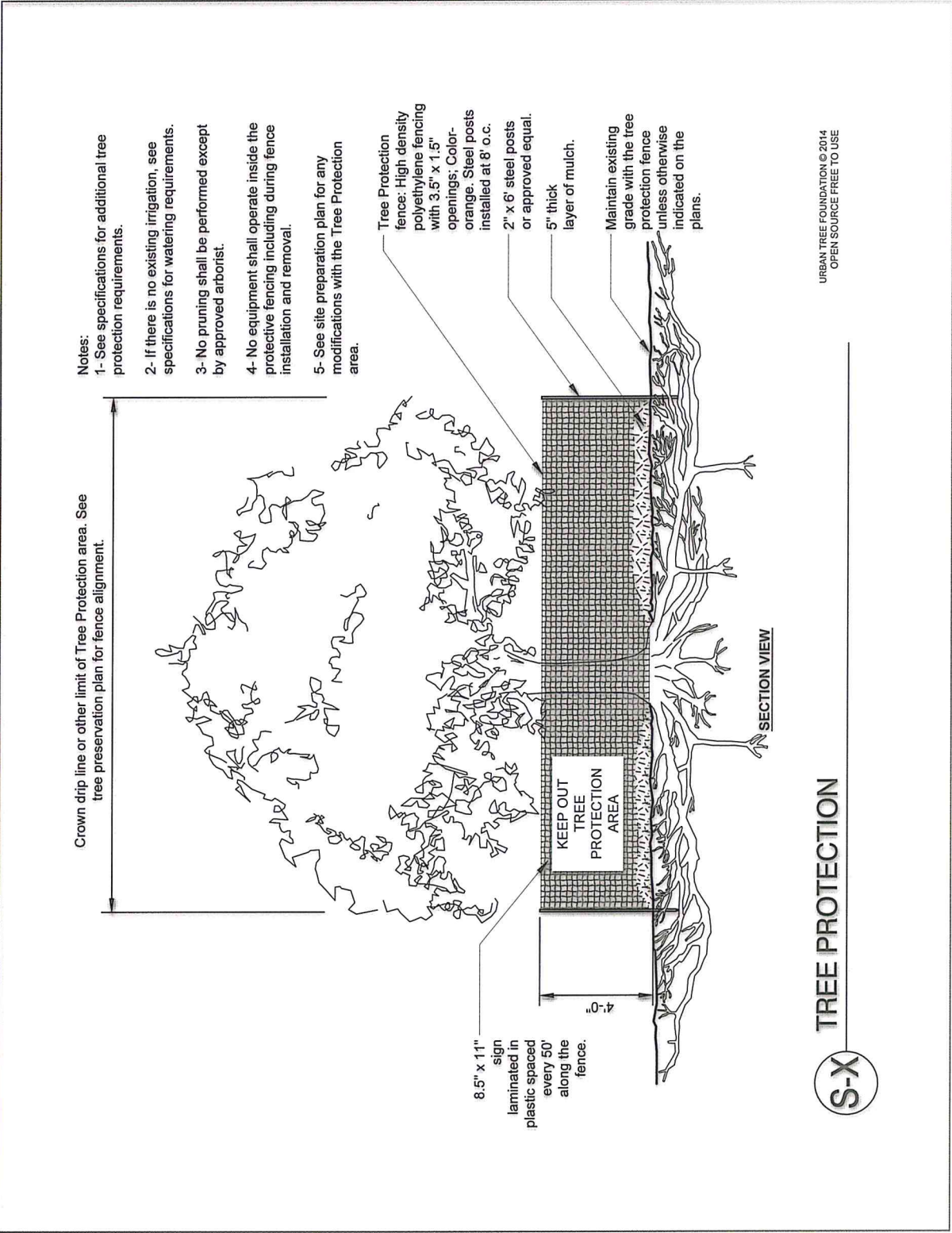
Tree ID	Owner	Species (common/botanical)	DSH (cm)	Drip Line (m)	Tree Health	Structural Condition	Recommendations	Compensation
30	Private	Scots Pine, Pinus sylvestris	25	3	Fair	Good	Tree was not surveyed so ownership is assumed. Removal is recommended.	Plant 1 replacement tree
31	Private	Blue Spruce, Picea pungens	35	4	Fair	Fair	Tree was not surveyed so ownership is assumed. Removal is recommended.	Plant 1 replacement tree
32	?	Catalpa,	80	10	Good	Fair	Tree was not surveyed so ownership is unknown. Preservation is recommended if feasible. Install hoarding 3m from the stem except where limited by hardscaping prior to all construction to protect above and below ground features of the tree. If excavation is necessary within the tree's dripzone hydro vac excavation and root pruning will be necessary to reduce overall impact. Maintenance prune tree pre construction to remove all deadwood and elevate the crown to allow for proper clearance Fertilize tree post construction for at least 2 years to reduce overall impacts.	n/a
33	?	Row of Evergreens					Trees were not surveyed so ownership is unknown. Removal is recommended.	Plant row of evergreen replacement trees

Tree Inventory Methodology

The following is an explanation of the Tree Inventory columns:

- Tree ID - assigned ID number.
- Owner - owner of the tree.
- Species (common/botanical) - the common name of the species of tree inventoried as well as the Latin name.
- DSH (cm) - the diameter of the tree's trunk as measured at 1.4m from grade level which is the standard measurement for diameter.
- Drip Line (m) - the approximate width of the tree's crown measured in metres.
- Tree Health - an overall value given to the tree pertaining to its health and vigour based on a basic visual assessment.
 - Good - no apparent problems observed
 - Fair - minor problems observed
 - Poor - major problems observed
 - Dead - tree is completely dead
- Structural Condition - an overall value given to the tree pertaining to its structure based on a basic visual assessment
 - Good - no apparent problems observed
 - Fair - minor problems observed
 - Poor - major problems observed
 - Hazardous - imminent issues; tree is unstable
- Recommendation - specific recommendations pertaining to the tree in relation to the site alteration including recommendations pertaining to the Tree Protection Zone for the specified tree as well as future care of the tree (i.e. preserve tree, remove tree due to alteration, or maintenance prune tree to remove hazards etc.)
- Compensation - recommendations pertaining to the compensation for the loss of the tree due to the site alteration (i.e. planting a replacement tree)

Appendix C - Tree Protection Diagram



Appendix D - Limits of Assignment/Investigation

The investigation included a visual assessment of the above ground features of the trees on March 29, 2018; no climbing inspections were performed or deemed necessary. The recommendations have been put forth on the basis of root flare, trunk, stem, and scaffold branch assessment and their interdependent nature.

To ensure that the client knows what is technically and professionally realistic in preserving trees, I have included this clause regarding limitations.

The trees presented in this report were assessed using conventional arboricultural techniques. This includes a visual examination of all the above ground parts of the tree. In this visual examination arborists look for scars, defects, external indications of decay (i.e. Fungal fruiting bodies), evidence of attack by insects, discoloured foliage, the conditions of any visible root structures, the degree and direction of lean (if applicable), the general condition of the tree and surrounding area and the nearness of property and people. Unless otherwise stated the trees have not been cored, probed, climbed and there was no detailed inspection completed of the root crowns.

Trees are living organisms that are susceptible to changes in health and vitality at any time. They are not immune to the changes in site condition or seasonal variations in weather conditions. Trees will always pose some risk to surrounding property or persons. Only complete removal of all trees would eliminate all risk, as such the arborist cannot be liable for any damages caused in whole or in part by tree failure. Most trees have the potential for failure in extreme weather and that risk can only be eliminated if the tree is removed. Sensible efforts have been made to ensure that the trees listed as priority two and three are healthy from a visual stand point.

Implementation of the report is the responsibility of the client and Arborwood Tree Service Inc. does not hold any responsibility to ensure that the recommendations provided herein are followed.

Consultant Signature: Robyn Pollard
Date: April 12, 2018

Appendix E - Certificate of Performance

I, Robyn Pollard, certify that:

- ~ I have personally inspected each of the tree(s) and/or the property referred to in this report, and have stated my findings accurately. The extent of any evaluation or appraisal is stated in this report and the Limits of Assessment.
- ~ I have no current or prospective interest in the vegetation of the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.
- ~ The analysis, opinions and conclusions stated herein are my own, and are based on current scientific procedures and facts.
- ~ My compensation is not contingent upon the reporting of a pre-determined conclusion that favours the cause of the client or any other party, or upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.
- ~ My analysis, opinions and conclusions were developed and this report has been prepared according to commonly accepted arboricultural practices.

I further certify that I am a Certified Arborist & Tree Risk Assessor through the International Society of Arboriculture and I have been involved in the fields of Arboriculture and Horticulture in a full-time capacity for more than 12 years.

Signed: Robyn Pollard
Date: April 12, 2018