

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 79

Properties

<i>PIN</i>	75073 - 0378 LT
<i>Description</i>	LOTS 258, 259 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0379 LT
<i>Description</i>	LOTS 262, 263 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0380 LT
<i>Description</i>	LOTS 266, 267 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0381 LT
<i>Description</i>	LOTS 270, 271 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0382 LT
<i>Description</i>	LOT 274 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0383 LT
<i>Description</i>	LOT 276 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0390 LT
<i>Description</i>	LOTS 260, 261 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0391 LT
<i>Description</i>	LOTS 264, 265 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0392 LT
<i>Description</i>	LOTS 268, 269 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0393 LT
<i>Description</i>	LOTS 272, 273 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0394 LT
<i>Description</i>	LOT 275 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0395 LT
<i>Description</i>	LT 277 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0396 LT
<i>Description</i>	LT 278 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0397 LT
<i>Description</i>	LT 279 & 280 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY
<i>PIN</i>	75073 - 0398 LT
<i>Description</i>	LTS 281 & 282 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
<i>Address</i>	TILBURY

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 75073 - 0399 LT
Description LTS 283 & 284 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0400 LT
Description LTS 285 & 286 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0401 LT
Description LTS 287 & 288 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0402 LT
Description LTS 289 & 290 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0403 LT
Description LTS 291 & 292 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0404 LT
Description LTS 293 & 294 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0405 LT
Description LTS 295 & 296 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0406 LT
Description LTS 297 & 298 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

PIN 75073 - 0407 LT
Description LTS 299 & 300 PL 1624 TILBURY NORTH; TOWN OF LAKESHORE
Address TILBURY

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name CORPORATION OF THE TOWN OF LAKESHORE
Address for Service 419 Notre Dame Street
 Belle River ON N0R 1A0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Mary Masse, Clerk of the Town of Lakeshore.

Party To(s)

Capacity

Share

Name 507822 ONTARIO INC.
Address for Service Attn: Nicole Mailloux-McKinlay
 3440 Marentette Avenue
 Windsor ON N8X 5C2

Name 1403543 ONTARIO INC.
Address for Service Attn: Nicole Mailloux-McKinlay
 3440 Marentette Avenue
 Windsor ON N8X 5C2

The applicant(s) hereby applies to the Land Registrar.

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Maureen Theresa Lesperance	419 Notre Dame Belle River NOR 1A0	acting for Applicant(s)	Signed	2015 02 06
Tel 5197282700				
Fax 5197283180				

I have the authority to sign and register the document on behalf of all parties to the document.

Maureen Theresa Lesperance	419 Notre Dame Belle River NOR 1A0	acting for Party To(s)	Signed	2015 02 06
Tel 5197282700				
Fax 5197283180				

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

THE CORPORATION OF THE TOWN OF LAKESHORE	419 Notre Dame Belle River NOR 1A0			2015 02 06
Tel 5197282700				
Fax 5197283180				

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

THE CORPORATION OF THE TOWN OF LAKESHORE

BY-LAW NO. 77 - 2014

A BY-LAW TO AUTHORIZE

THE EXECUTION OF A
DEVELOPMENT AGREEMENT

PERTAINING TO THE

ADMIRAL COVE DEVELOPMENT (HAVEN AVENUE)

WHEREAS 507822 Ontario Inc. and 1403543 Ontario Inc. are the owners of Lots 258 to 300, inclusive, on Plan 1624, in the Geographic Township of Tilbury North, now the Town of Lakeshore;

AND WHEREAS it is deemed desirable for the municipality to enter into a Development Agreement for the development of 22 residential lots for detached single unit dwellings lots, more specifically described as Lots 258 to 300, inclusive on Plan 1624;

AND WHEREAS there is no development agreement between the Owner and Lakeshore for the development of the Subject Lands;


AND WHEREAS the current zoning of the subject lands requires that this agreement be entered into as a condition of the removal of the holding designation;

AND WHEREAS pursuant to the *Planning Act*, R.S.O. 1990, c.P.13, as amended, municipalities may enter into such agreements;

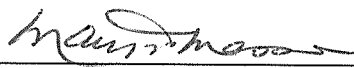
NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF LAKESHORE ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute a Development Agreement with 507822 Ontario Inc. and 1403543 Ontario Inc. in connection with the Admiral Cove Development (Haven Avenue) substantially in the form attached hereto;
2. That this By-law shall come into force and have effect upon the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9th DAY OF DECEMBER, 2014.



MAYOR
TOM BAIN



CLERK
MARY MASSE

**DEVELOPMENT AGREEMENT
(Admiral's Cove Developments)**

THIS AGREEMENT made (in triplicate) this 9th day of December, 2014.

BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE, (hereinafter referred to as "Lakeshore"),

OF THE FIRST PART

- and -

507822 ONTARIO INC. AND 1403543 ONTARIO INC.
(hereinafter collectively referred to as the "Owner"),

OF THE SECOND PART

WHEREAS Plan 1624 was registered pursuant to a judge's order on, April 18, 1963;

AND WHEREAS the Owner owns Lots 258 to 300, both inclusive, on Plan 1624, more particularly described in Schedule "A" attached hereto (the "Subject Lands")

AND WHEREAS the Owner wishes to develop the Subject Lands in the manner depicted on the plan attached hereto as "Schedule "B" (the "Plan");

AND WHEREAS there is no development agreement between the Owner and Lakeshore for the development of the Subject Lands;

AND WHEREAS the current zoning of the subject lands requires that this agreement be entered into as a condition of the removal of the holding designation;

AND WHEREAS Lakeshore has certain design criteria that the Owner's construction and installation of services must meet or exceed. Lakeshore's design criteria are contained in its Development Manual, as may be amended from time to time (hereinafter referred to as the "Development Manual");

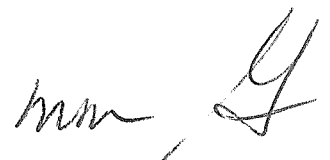
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid premises and in consideration of the sum of Five (\$5.00) Dollars now paid by the Owner to Lakeshore, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

Definitions

1.1 In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

(a) "Agreement" means this development agreement;

20,874,513.13\147186-00002



- (b) "Engineer" means the Owner's consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
- (c) "Planning Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;
- (d) "Specifications" means those requirements and specifications contained in the Development Manual;
- (e) "Works" means all services to be constructed pursuant to this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore.

Lands Affected

- 1.2 This Agreement applies to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

Scope

- 2.1 (a) This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.
- (b) The obligations of the Owner set out in this agreement shall be joint and several between 507822 Ontario Inc. and 1403543 Ontario Inc.. Lakeshore may, in its sole discretion, enforce its rights under this agreement against either 507822 Ontario Inc. or 1403543 Ontario Inc. or both and shall be under no obligation to exhaust its remedies against one before pursuing a remedy against the other. Further, Lakeshore's failure to seek a remedy against one shall not in any way release the other from such obligation.

GENERAL CONDITIONS

Cost of Works

- 2.2 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction



lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

Consulting Engineer

2.3 The Owner shall employ at its sole expense a Professional Engineer registered under the *Professional Engineers' Act* of Ontario (hereinafter called the "Engineer"). The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all necessary engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Specifications. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with its Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Specifications prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, engineering drawings for the Works;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.

A handwritten signature in black ink, appearing to be 'mm' followed by a stylized flourish.

Lakeshore's Review and Inspection

2.4 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:

- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
- b) supervising the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

Prior to Commencement of Construction

2.5 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the Specifications and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute discretion require.

Contractor for Construction of Works

2.6 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not be unreasonably withheld. The contract(s) shall be a Canadian Construction Documents Committee ("CCDC") form and provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the Specifications or that may result in the Works or any part thereof being unsatisfactory to the Lakeshore.

Approval of Plans

2.7 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications



shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, Lower Thames Valley Conservation Authority and any other government required approvals have been received.

Installation

2.8 The Works shall be constructed and/or installed in accordance with the plans and specifications approved pursuant to section 2.7, above, the Specifications, this Agreement and all applicable law.

Inspection of Work

2.9 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner but if, in the opinion of Lakeshore, no such unacceptable work is found by such investigations, the said costs shall be borne by Lakeshore.

Sewer Video Inspection Program

2.10 The Owner covenants and agrees to:

- a) undertake and pay for a sewer video inspection program for all new storm sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Director of Engineering and Infrastructure Services prior to the video inspection being undertaken;
- b) provide Lakeshore with video tapes and written reports in a format as specified by Lakeshore;
- c) carry out the video inspection:
 - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
 - ii. prior to Assumption of the applicable works; and
 - iii. at any other time if required by Lakeshore's Director of Engineering and Infrastructure Services; and
- d) remove all silt and debris from the storm prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in



the written report or as may be identified by Lakeshore during its review of the video.

Specifications and Materials

- 2.11 All work or detail required for the completion of the Works shall adhere to the Specifications.
- 2.12 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this agreement and in accordance with the Specifications and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.
- 2.13 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Specifications.
- 2.14 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.13. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

Right-of-Way Damage

- 2.15 The Owner agrees to reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

Damage to Pavement

- 2.16 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

Dirt and Debris

- 2.17 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.



(b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.17(a), above. Should the Owner fail to comply with the requirements of section 2.17(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

Topsoil

2.18 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

Specific Requirements

2.19 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

Taxes Etc.

2.20 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

Municipal Street Numbers

2.21 The Owner shall request from Lakeshore allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.

School Board Issues

2.22 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a

A handwritten signature in black ink, appearing to be 'M. M. G.', is located in the bottom right corner of the page.

guarantee of its future availability and bussing may be required due to future circumstances.”

Development Charges

2.23 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore’s Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

NOTE: The Corporation of the Town of Lakeshore has passed a by-law under the *Development Charges Act, 1997* that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore’s development charges by-law is not registered on title but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at www.lakeshore.ca.

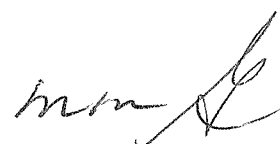
Species at Risk

2.24 The Owner hereby acknowledges that it is aware that the Ministry of Natural Resources and Forestry (“MNRF”) has commented, through the Ministry of Municipal Affairs and Housing, with respect to the Subject Lands:

“there were no known occurrences of Species at Risk within the property area of the map in the notice. However the subject lands do fall within the regulated habitat for the Eastern Fox Snake (Carolinian Population) under the Endangered Species Act, 2007 and there are known occurances of Species at Risk (SAR) turtles in the general area of the subject lands.”

“The occurrences of turtles are likely associated with the nearby Provincially Significant Wetlands to the west, north, and east. Specifically, there are known occurrences of Spiny Softshell immediately adjacent the property along the canals off Mariners Drive. Spiny Softshell is a threatened species that receives both species and general habitat protection under the ESA 2007.”

Accordingly, the Owner may be required to initiate the “Species at Risk Screening Process” by submitting an “Information Request” to MNRF. A copy of



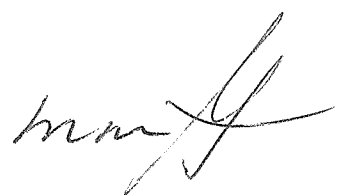
the "Technical Memo: *Species at Risk Screening Process*" published by MNRF and current as of the date of this Agreement is attached hereto as Schedule "J" as a reference in this regard. It is acknowledged that as of the date of this Agreement neither the Endangered Species Act, 2007 nor any of the regulations thereunder are "Applicable Law" within the meaning of the Ontario Building Code and therefore compliance with this legislation is not currently an issue affecting the availability of a building permit. This circumstance may, however, change at anytime.

Costs

- 2.25 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Development and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for approval for the development of the Plan is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand

Applicable Laws

- 2.26 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by Lakeshore if at any time Lakeshore considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, above. If the Owner fails to comply with such direction, Lakeshore may take action to remedy the situation at the expense of the Owner and in this regard Lakeshore shall also be entitled to

A handwritten signature in black ink, appearing to be 'mmf', is located in the bottom right corner of the page.

draw upon any security filed by the Owner under this Agreement in order to recover its costs incurred in this regard.

- 2.27 The Owner shall immediately advise Lakeshore and the Ministry of the Environment should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment.

SPECIFIC WORKS

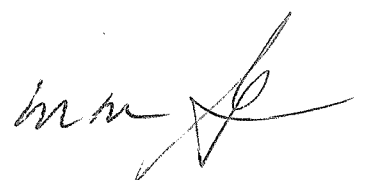
Storm Sewers

- 3.1. The Owner agrees to construct a complete storm sewer system or systems for the Plan, including private storm connections to the lot lines as well as catch basins, leads and subdrains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Specifications. No construction of the above-mentioned systems shall take place without a Certificate of Approval issued by the Ministry of the Environment.

Sanitary Sewage

- 3.2. Sanitary Sewer capacity is not available to service the Subject Lands. Accordingly, each lot will be temporarily serviced by an individual, on site septic system. So as to ensure these septic systems continue to function properly over their life span the Owner shall require each Purchaser to enter into and cause a restrictive covenant to be registered on the title of the Subject Lands providing that the Purchaser will:

- (a) maintain the individual septic systems in accordance with the manufacturer's specifications and to Lakeshore's satisfaction;
- (b) commencing with the third anniversary of the installation of a given individual septic system, and at three (3) year intervals thereafter, provide Lakeshore with a certificate, prepared by a qualified person, certifying that the septic system continues to be in good working order;
- (c) immediately replace any individual septic system that cannot be repaired and, in Lakeshore's sole discretion, returned to good working order; and
- (d) immediately connect to the municipal sanitary sewage collection system, once one becomes available, and thereafter abandon and decommission



the individual sanitary septic system in accordance with all applicable laws.

Such restrictive covenant shall run with the Lands, be binding upon subsequent purchasers and be enforceable by Lakeshore.

Watermains

- 3.3. The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots in the Plan in accordance to designs approved by Lakeshore and in accordance with the Specifications. No construction of the above-mentioned water mains shall take place without the necessary approvals from the Ministry of the Environment or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of the Environment's "Form 1 – Record of Watermains Authorized as a Future Expansion" completed and submitted by the Engineer.

Oversizing

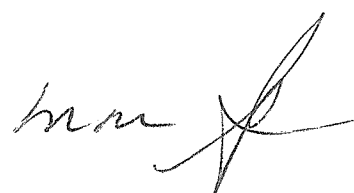
- 3.4. If Lakeshore deems necessary, the Owner agrees to oversize the storm sewer and water main systems within the Subject Lands to service additional downstream lands according to the design approved by Lakeshore and the Specifications.

Conservation Authority Requirements

- 3.5. If the Subject Lands are within an area regulated by the Lower Thames Valley Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Lower Thames Valley Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule "C" attached hereto and forming part of this Agreement.

Electrical Services & Utilities

- 3.6. The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots together with a street lighting system for the Plan all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.7. The Owner agrees to co-ordinate the underground installation of any telephone cable, television cable, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such



installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.

- 3.8. The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

Roadways, Curbs and Gutters

- 3.9. The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Specifications.

Noise and Vibration

- 3.10. The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

Drainage

- 3.11. Until the Works are Assumed by Lakeshore pursuant to this agreement, Owner agrees to:
- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Development;
 - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of the Environment and the Lower Thames Valley Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements that were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
 - (c) the stormwater management works associated with the Plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.12. The Owner shall by Restrictive Covenant registered on title, require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.



3.13. The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Lower Thames Valley Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.

Tree Planting

3.14. The Owner agrees to pay Lakeshore the amount of \$350 per tree, being the sum of \$7,700 which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said fees have been paid, in accordance with the Specifications. The number of trees to be planted shall be determined as follows:

(a) Single Family Residential Lots: 1-60mm caliper tree per lot;

Parkland Dedication

3.15. The Owner agrees to provide cash-in-lieu of parkland as set out in Schedules "C" and "E".

Boulevards

3.16. The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

REQUIRED CONVEYANCES

4.1 The Owner shall gratuitously dedicate as public highways all road allowances shown on the Plan and shall name all such road allowances in a manner satisfactory to Lakeshore.

4.2 The Owner shall convey, without cost and free of all encumbrances, all 0.3 metre reserves shown on the Plan to Lakeshore.

4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Act, 2001* and O.Reg. 119/03, both as amended, or any other authorizing legislation.

4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, Bell Canada, Cable TV, Union Gas

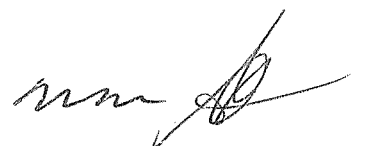


and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable TV, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility provider, and at the expense of the Owner.

- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan that contain or will contain the storm water management works.
- 4.6 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5 shall be completed prior to the commencement of the construction of the Works.

ACCEPTANCE OF WORKS

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.
- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.10 and test results of the material testing company referred to in paragraph 2.13 and 2.14 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.3 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Specifications.
- 5.4 Forty-five (45) days after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.



- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Specifications.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.
- 5.8 The final coat of asphalt shall be placed no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.

MAINTENANCE PERIOD AND SECURITY

- 6.1 The maintenance period shall run for a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire before the final surface asphalt has been completed. During this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore a certified cheque, a subdivision bond or an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.
- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

ASSUMPTION OF WORKS

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.10, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Department of Engineering and



Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Director of Engineering and Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.

- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Director of Engineering and Infrastructure Services to complete his report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed.
- 7.5 The Owner agrees that its obligations under this Agreement shall not be considered complete until the Works have been assumed by Lakeshore in accordance with this Agreement.

INDEMNITIES AND INSURANCE

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.
- 8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Lien Act*, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.



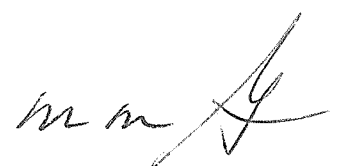
BUILDING PERMITS

9.1 The Owner agrees:

- (a) that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has approved the Works in accordance with the requirements of this Agreement;
- (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten percent (rounded upward) of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:
 - i. the base coat of asphalt has been installed, to the satisfaction of the Director of Engineering and Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
 - ii. all works necessary to comply with section C.4 of Schedule "C" to this Agreement have been completed;
 - iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
 - iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
 - v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
 - vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

PERFORMANCE SECURITIES

10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit or subdivision bond as security for the Owner's performance of its obligations under this agreement. The said letter of credit or subdivision bond shall be in a form acceptable to Lakeshore and shall be in an

A handwritten signature in black ink, appearing to be 'm m g', is located in the bottom right corner of the page.

amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner's Consulting Engineer shall provide an estimate of the value of the Works that, subject to the Lakeshore's right to verify and approve the said estimate, shall be used to establish the amount of the securities.

10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.

10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

ADMINISTRATION

Notices

11.1 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

507822 Ontario Inc.
Attn: Nicole Mailloux-McKinlay
3440 Marrentette Avenue
Windsor Ontario N8X 5C2

Facsimile: 519-972-5767

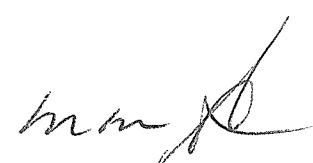
or such other address or facsimile number of which the Owner has notified Lakeshore's Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

(b) If any notice is required to be given by the Owner to Lakeshore with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

The Corporation of the Town of Lakeshore
Attention: Clerk
419 Notre Dame,
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530

or such other address or facsimile number of which Lakeshore has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.



Registration of Agreement

11.2 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered on title to all Lots shown on the Plan and that construction of the Works shall not commence until such registration has been completed. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

Postponement and Subordination

11.3 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

Enforcement

11.4 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in the manner set out in s. 446 of the *Municipal Act, 2001*.

11.5 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied.

11.6 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within one year of the date of execution of this Agreement, or, having commenced the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without

A handwritten signature in black ink, appearing to be 'mmA', is located in the bottom right corner of the page.

further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Specifications and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

Time Limit for Completion

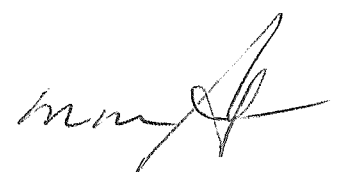
11.7 If the Works are not completed within five (5) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion, but under no circumstances will interest be paid on any refund.

No Challenge to Agreement

11.8 The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, any party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any legislative provision interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of the aforementioned right.

No Fettering of Discretion

11.9 Without fettering Lakeshore council's discretion, following the termination of this Agreement, the Council may repeal or further amend the amendment to the

A handwritten signature in black ink, appearing to be 'm. A.', located in the bottom right corner of the page.

Lakeshore zoning by-law with the object of restoring the zoning by-law provisions applicable to the Subject Lands to the state they were in on the day immediately prior to the date of the passing of the amendments made to facilitate this development. The Owner covenants and agrees not to oppose or appeal or otherwise challenge the aforementioned zoning by-law amendment.

Other Applicable Laws

11.10 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body that may have jurisdiction over the Subject Lands.

Interpretation of Agreement

- 11.11 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

Waiver

11.12 Lakeshore's failure at any time to require the Owner's performance of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall Lakeshore's waiver of the performance of any



obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Lakeshore shall specifically retain its rights at law to enforce this Agreement.

Lakeshore as Agent of Owner

11.13 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

Governing Law

11.14 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

Successors & Assigns

11.15 It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Subject Lands.

11.16 The Owner covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Owner's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement substantially in the form set out in Schedule "H"

Recitals

11.17 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

LIST OF SCHEDULES

12.1 The following schedules are attached hereto and form part of this Agreement:

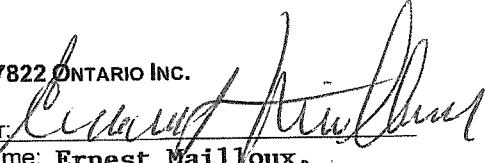
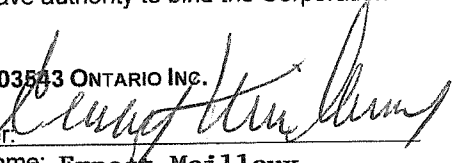


- SCHEDULE "A": Subject Lands
- SCHEDULE "B": Plan
- SCHEDULE "C": Specific Requirements
- SCHEDULE "D": Summary of Required Financial Payments, Guarantees and Insurance
- SCHEDULE "E": Summary of Required Conveyances
- SCHEDULE "F": Planning Sketch
- SCHEDULE "G": Phasing Map
- SCHEDULE "H" Form of Assumption Agreement

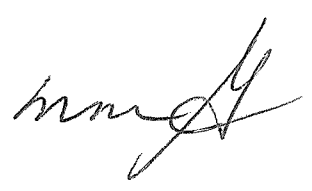


SCHEDULE "I" Railway Noise Assessment Report
SCHEDULE "J" Technical Memo: Species at Risk Screening Process

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals
attested by the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

)
) **507822 ONTARIO INC.**
) per: 
) Name: **Ernest Mailloux,**
) Title: **President**
) I have authority to bind the Corporation
)
) **1403543 ONTARIO INC.**
) per: 
) Name: **Ernest Mailloux**
) Title: **President**
) I have authority to bind the Corporation
)
)
) **THE CORPORATION OF THE TOWN OF**
) **LAKESHORE**
)
) per: 
) Tom Bain, Mayor
)
) per: 
) Mary Masse, Clerk
) We have authority to bind the Corporation



SCHEDULE "A"
to a

DEVELOPMENT AGREEMENT dated December 9, 2014

BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

Subject Lands

PIN: 75073-0378 to 75073-0383 (LT)

Lots 258, 259, 262, 263, 266, 267, 270, 271, 274 and 276, Plan 1624, Tilbury North, Town of Lakeshore;

PIN: 75073-0390 to 75073-0394 (LT)

Lots 260, 261, 264, 265, 268, 269, 272, 273 and 275, Plan 1624, Tilbury North, Town of Lakeshore;

PIN: 75073-0395 to 75073-0407 (LT)

Lots 277 through to 300, inclusive, Plan 1624, Tilbury North, Town of Lakeshore.

SCHEDULE "B"
to a

DEVELOPMENT AGREEMENT dated December 9, 2014

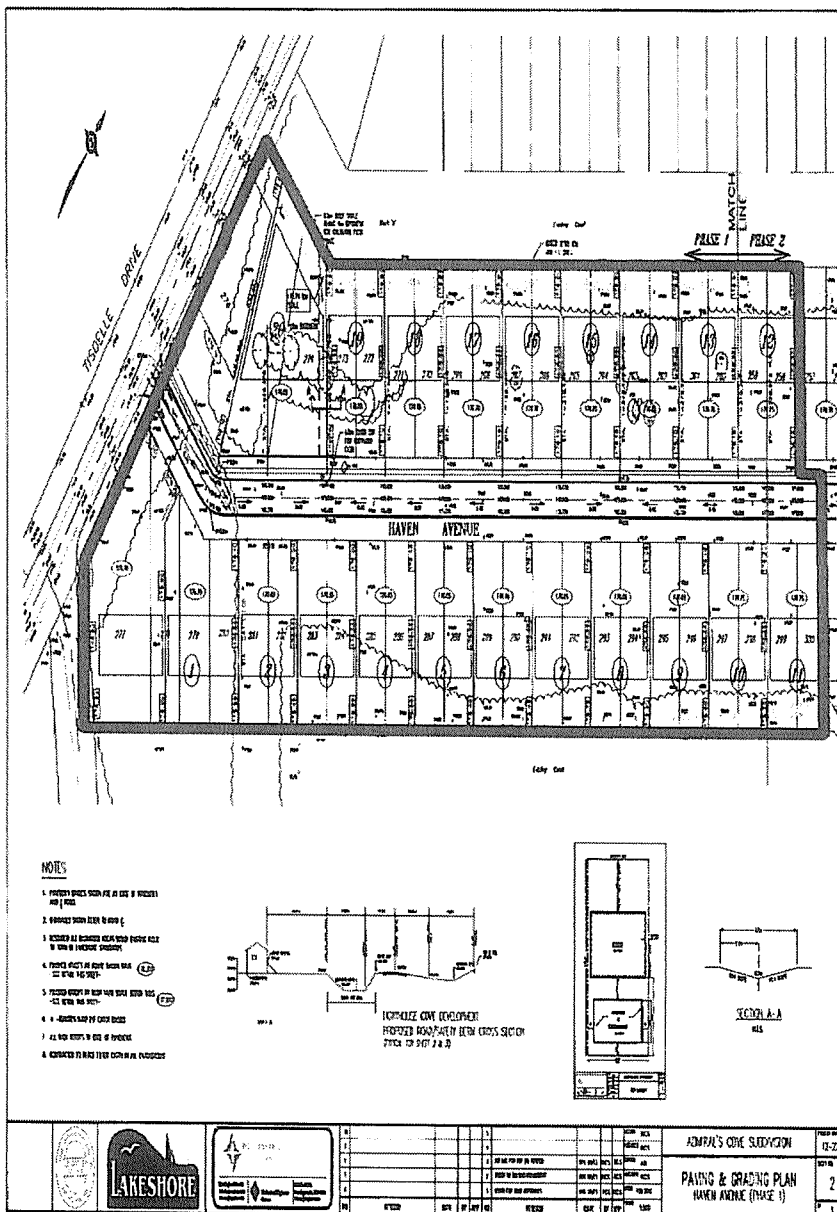
BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

Plan



SCHEDULE "C"
to a

SUBDIVISION AGREEMENT dated December 9, 2014

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE
-and-
507822 ONTARIO INC. & 1403543 ONTARIO INC.

Specific Requirements

Storm Water Management

C.1 The Owner agrees to prepare, submit to Lakeshore for approval and implement the approved Storm Water Management Plan for the Subject Lands to the satisfaction of Lakeshore and the Lower Thames Valley Conservation Authority.

Grading

C.2 The Owner agrees to submit a grading plan to Lakeshore for approval and to grade, seed and mulch all lands including storm water management lands in accordance with the grading plan, as approved by Lakeshore, to Lakeshore's satisfaction. .

Cash-in-Lieu of Parkland Dedication

C.3 The Owner agrees to pay cash-in-lieu of dedicating parkland for the Plan in the amount of \$1,200 per lot for a total of \$26,400, payable on a per lot basis at the time of building permit application.

Railway Noise Mitigation

C.4 The Owner shall construct, and maintain in perpetuity, the safety berm and in all other ways give effect to the recommendations, including, but not limited to, those requiring the insertion of certain warning clauses into all agreements of purchase and sale, contained in the report prepared by Colin Novak of akoustik engineering limited dated July 8, 2014 and attached to this agreement as Schedule "I".

Sediment and Erosion Plan

C.5 The Owner agrees to prepare and implement, to Lakeshore's Satisfaction, a plan to control sediment and erosion within the Plan.

0.3 Metre Reserve

C.6 All 0.3 metre reserves shall be conveyed to Lakeshore upon the execution of this agreement.



Merging of Lots

C.7 The Owner agrees to take all steps necessary to ensure that the individual 50 foot lots shown on plan 1624 that comprise the Plan can only be conveyed as part of a land parcel with a minimum 100 foot frontage on a public road.

Lot Reconfiguration

C.8 The Owner agrees to reconfigure the lots contained in the area numbered three (3) on Schedule "F", attached to this agreement, substantially as shown on the Plan. The intent of the said lot reconfiguration is to create sufficient frontage on Haven Avenue for lot 277 on Plan 1624 to permit access to the said lot 277 from Haven Avenue. The Owner acknowledges and agrees that the holding designation will not be removed from the zoning for the said lot 277 and the adjacent lot 278, from which the required frontage shall be taken, until the aforementioned lot reconfiguration has been completed.

Required Rezoning

C.9 The Town and the Owner agree that the area numbered 4 on Schedule "F", attached to the agreement, shall be zoned Residential Watercourse 2 holding 18 (RW2-h18), which requires full municipal servicing and is consistent with other RW2 lots of record. It is understood that the Owner shall extend the canal to the extent possible to service all proposed lots on the south side of Haven Avenue presently without canal access.

Phasing

C.10 Further phasing of Phase 1 shown on Schedule "G" is permitted in accordance with the Development Manual. Any future individual sub-phases of Phase 1 shall be separated by 0.3 meter reserves. All such 0.3 metre reserves shall be conveyed to Lakeshore.

C.11 Phase 2 shown on Schedule "G" is a future phase requiring separate approval and a separate agreement. This agreement does not apply to Phase 2. Phase 1 shall be separated from Phase 2 by a 0.3 metre reserve, which shall be conveyed to Lakeshore.



SCHEDULE "D"

to a

DEVELOPMENT AGREEMENT dated December 9, 2014

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

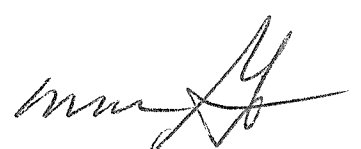
-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

Summary of Required Financial Payments, Guarantees and Insurance

OBLIGATION	AMOUNT	METHOD	DUE DATE
Performance Guarantee	50% of Value of Works	Letter of Credit / Subdivision Bond	Prior to Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to Construction
Lakeshore's costs including Engineering, Planning, Legal Fees and any other related Fees	As Per Tariff of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	\$7,700	Certified Cheque / Bank Draft	Execution of Agreement
Cash-in-Lieu of Parkland	\$1,200 per lot	Certified Cheque / Bank Draft	Building Permit Application
Maintenance Guarantee	25% of Value of Works	Letter of Credit / Subdivision Bond	Acceptance of Works by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to Construction

* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.



SCHEDULE "E"

to a

DEVELOPMENT AGREEMENT dated December 9, 2014

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

Summary of Required Conveyances

Lands to be Conveyed:

0.3 metre reserve separating Phase 1 from Phase 2 as such phases are depicted on Schedule "G", attached to this agreement.

Easements to be Conveyed:

None.

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

SCHEDULE "F"
to a

DEVELOPMENT AGREEMENT dated December 9, 2014

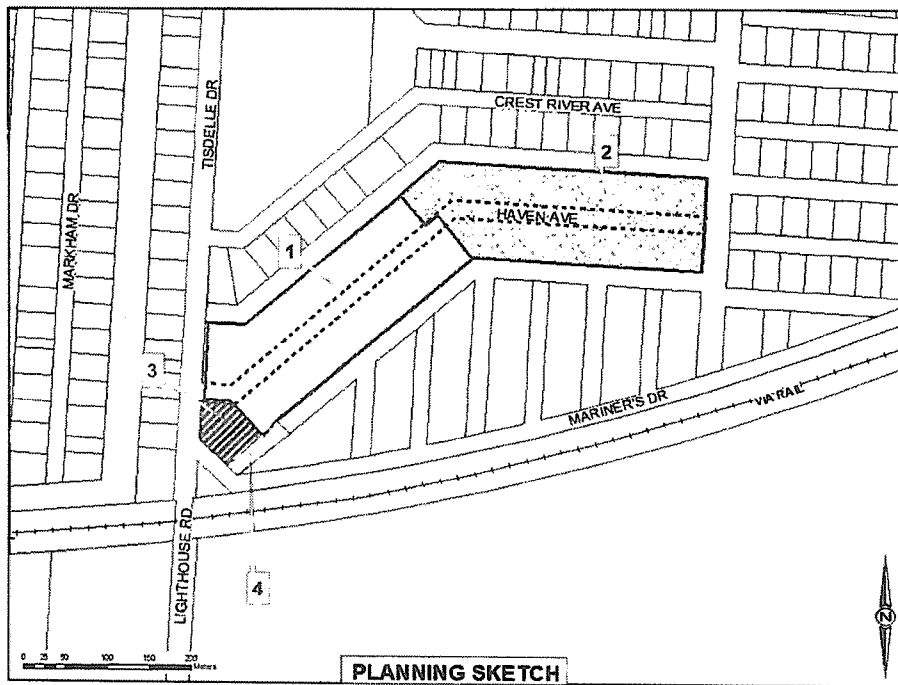
BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 14035403 ONTARIO INC.

Planning Sketch



SCHEDULE "G"
to a

DEVELOPMENT AGREEMENT dated December 9, 2014

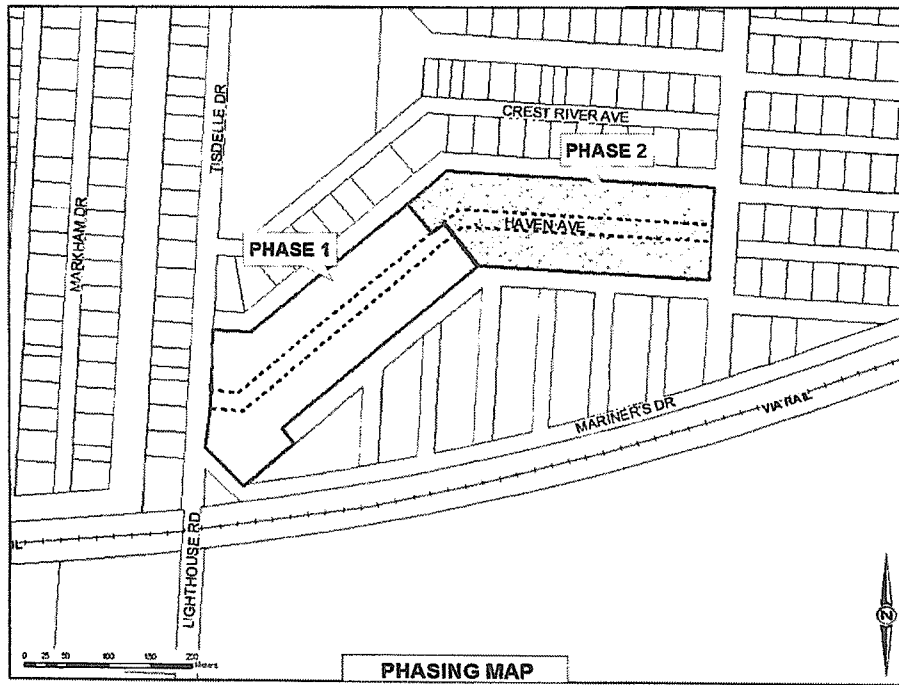
BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 14035403 ONTARIO INC.

Phasing Map



SCHEDULE "H"
to a

DEVELOPMENT AGREEMENT dated December 9, 2014

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 14035403 ONTARIO INC.

Form of Assumption Agreement

THIS AGREEMENT dated the _____ day of _____ 20 .

BETWEEN

507822 ONTARIO INC. & 14035403 ONTARIO INC.

(hereinafter collectively the "Owner")

OF THE FIRST PART

and

[NAME OF ASSIGNEE]

(hereinafter the "Assignee")

OF THE SECOND PART

And

The Corporation of the Town of Lakeshore

(hereinafter "Lakeshore")

OF THE THIRD PART

WHEREAS the Owner and Lakeshore entered into and executed a Development Agreement dated _____ in respect of the lands described in Schedule "A", attached hereto, (the "Subject Lands");

AND WHEREAS the aforementioned Development Agreement was registered against title to the Subject Lands as Instrument Number _____ on [date] (the "Development Agreement");

AND WHEREAS the Subject Lands has been [or will be] transferred from the Owner to the Assignee;

AND WHEREAS the Assignee has indicated that it will assume all of the Owner's duties, liabilities and responsibilities as set out in the Development Agreement;

AND WHEREAS Lakeshore Council has consented to releasing the Owner from its duties, liabilities and responsibilities under the Development Agreement subject to the

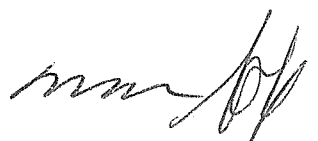


Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee, the Owner and Lakeshore entering into and executing an Assumption Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the parties hereto agree and follows:

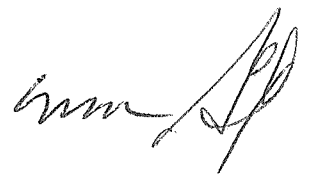
1. The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Development Agreement and in all respects to be bound under the Development Agreement as if the Assignee had been the original party to the Development Agreement in place of the Owner.
2. Lakeshore hereby releases the Owner from all claims and demands of any nature whatsoever against the Owner in respect of the Development Agreement. Lakeshore hereby accepts the Assignee as a party to the Development Agreement in substitution of the Owner, and agrees that the Assignee will be bound by all the terms and conditions of the Development Agreement as if the Assignee had been the original executing party in place of the Owner.
3. Clause _____ of the Development Agreement is hereby amended to [specify revision].
4. All terms, covenants, provisos and stipulations in the Development Agreement are hereby confirmed in full force and effect save and except for the amendments noted in Clauses 1, 2 and 3 herein and such other modifications as are necessary to make said clauses applicable to the Development Agreement

**THIS SPACE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS IMMEDIATELY**



IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested by the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
)
) **507822 ONTARIO INC.**
)
) per: _____
)
) I have authority to bind the Corporation
)
)
) **1403543 ONTARIO INC.**
)
) per: _____
)
) I have authority to bind the Corporation
)
)
) **[NAME OF ASSIGNEE]**
)
)
) _____
) Name:
) Title:
) I have authority to bind the Corporation.
)
)
)
) **THE CORPORATION OF THE TOWN OF**
) **LAKESHORE**
)
) per: _____
) Tom Bain, Mayor
)
) per: _____
) Mary Masse, Clerk
) We have authority to bind the Corporation



SCHEDULE "I"

to a

DEVELOPMENT AGREEMENT dated December 9, 2014


B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

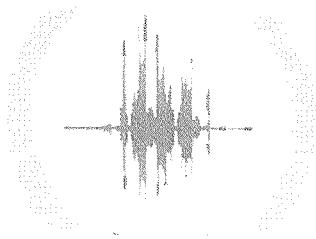
Railway Noise Assessment Report

A handwritten signature in black ink, appearing to be 'M. J. ...', located in the bottom right corner of the page.

2014-07-14
Revision: 01

Railway Noise Assessment Report for Proposed Admiral's Cove Development

(Zoning Applications ZBA-19-2012 and ZBA-20-2012)




akoustik
engineering limited

Submitted to:

Mr. Jeff Slopen
2510 Ouellette Avenue Suite 301
Windsor, Ontario N8X 1L4
Canada

10630 Tecumseh Road East, Windsor, ON N8R 1A8
Phone: (519) 979-5050 Fax: (800) 241-9149

Ontario Representative
Brüel & Kjær 


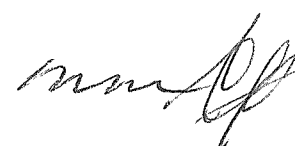
A handwritten signature in black ink, appearing to be 'm. s.', located in the bottom right corner of the page.

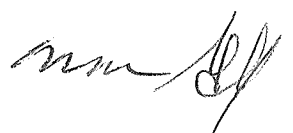
Table of Contents

Statement of Liability	3
Introduction	4
Identification of Noise Sources	4
Ministry of the Environment Noise Criteria	4
Noise Source Data	5
Identification of the Representative Receptor Locations	5
Assessment Approach	6
Results and Noise Control Requirements	6
Conclusion	10
Appendix A: Site Location	11
Appendix B: Land-use Zoning Map of Area	16
Appendix C: NPC-300 Reference Pages	17
Appendix D: Noise Modeling Results	26
Appendix E: VIA Rail Canada – Line Requirements	29
Appendix F: Foundation Vibration Isolation	37



Statement of Liability

Akoustik Engineering Limited prepared this report for Mr. Jeff Slopen for consideration and review by the Town of Lakeshore in regard to the proposed Admiral's Cove residential development. The material in it reflects Mr. Peter D'Angela and Dr. Colin Novak's judgement in light of the information available to them and Akoustik Engineering Limited at the time of the study. Any use that a Third Party (other than those indicated above) makes of this report, or any reliance on decisions made based on it, is the responsibility of such Third Parties. Akoustik Engineering Limited accepts no responsibility for damages, if any, suffered by any Third Party resulting from decisions made or actions based on this report.

A handwritten signature in black ink, appearing to be 'mm SP', located in the bottom right corner of the page.

Introduction

This report is a noise assessment for the proposed residential development to be located in Lighthouse Cove near Tisdelle Drive and north of Mariners Drive. This report was prepared for Mr. Jeff Slopen on behalf of 1403543 Ont. Inc. and 507822 Ont. Inc., better known collectively as Admiral's Cove Development. The assessment pertains to the environmental noise impact from the nearby VIA rail line. Appendix A includes an illustration of the general geographical area with the proposed development area identified. Also given as Exhibit A3 is the proposed lot layout for the development. Expected noise impacts have been modelled using the Ministry of the Environment (MOE) prediction software STAMSON, and are based on present rail traffic volumes, which have been projected 10 years forward. The rail line is located approximately 30 m to the south of the property line of the proposed development. Given that train pass-bys occur during day, evening and nighttime periods, as defined by the applicable MOE's Noise Pollution Control (NPC) documents, the assessment has been carried out for the entire 24 hour period in accordance to the MOE document NPC-300. A zoning map of the area is provided in Appendix B.

Identification of Noise Sources

The Ministry of the Environment (MOE) specifications for the identification of existing or future major sources of noise impact on a development is whether they are within 500 metres of the site. The noise sources which could possibly produce an impact on this proposed development is the VIA railway, located along the south of the proposed development. There are no other major transportation routes or stationary noise sources which may impact the proposed development.

Ministry of the Environment Noise Criteria

In accordance to the MOE Guideline NPC-300, the following sound level limits for residential developments of Class 2 have been set and are shown in Table 1 below. The proposed development is classified as a Class 2 area, given that the region exhibit features of both a Class 1 and a Class 3 area, based on the environmental noise characteristics, i.e. nearby farmland property as well as dominant traffic noise impacts from multiple nearby sources. It is worth noting that when the sound level limits presented in Table 1 are exceeded, noise control abatement is required.

Table 1: Ministry of the Environment Noise Criteria

Location	Daytime L_{eq} [dBA]	Nighttime L_{eq} [dBA]
Outdoor Living Area	55	--
Plane of Window	55	50
Indoor Area (measured/calculated outside of building)	60	55



From Table 1, daytime refers to the period from 07:00 to 23:00 and nighttime refers to the period from 23:00 to 07:00 hours. An outdoor living area (OLA) refers to a location such as a patio, yard, or barbeque area.

As mentioned, the limits presented in Table 1 are the limits before noise control measures are required. The noise level limit in an OLA may be exceeded by up to 5 dBA if proper warning clauses are inserted in the titles, deeds, and any tenancy agreements relating to the property and only after barriers or other noise control measures have been found to be impractical or unfeasible. A noise attenuation barrier is required to protect and bring the sound level down to 55 dBA in the OLA if the noise level exceeds 60 dBA. Only in cases where the required noise control measures are not feasible for technical, economic or administrative reasons would an excess above the limit (55 dBA) be acceptable with the appropriate warning clause; in this situation, any excess above the noise limit will not be deemed acceptable if it exceeds 5 dB.

The guideline also recommends the provision for the installation of central air conditioning when the noise level outside the plane of a window exceeds 55 dBA for the daytime or 50 dBA for the nighttime. If the noise level exceeds 65 dBA for the daytime or 60 dBA for the nighttime the installation of central air conditioning should be implemented.

For the indoor assessment, if the sound level outside the bedroom or living/dining room windows exceeds 55 dBA or the daytime sound level outside the bedroom or living/dining area windows exceeds 60 dBA, building components including windows, walls and doors, where applicable, need to be designed so that the indoor sound levels comply with the sound level limits presented in Table 1. The acoustical performance of the building components (windows, doors and walls) needs to be specified. In addition, brick veneer exterior wall construction will be required if the first row of houses are within 100 metres of railroad tracks and/or when the 24 hour noise levels are greater than 60 dBA at a location of a nighttime receptor.

Noise Source Data

Prior to the noise modelling, the rail traffic volume growth rate was predicted using historical traffic volumes supplied by the Town of Lakeshore, in cooperation with VIA Railway. This information was used to predict the growth rate over the next 11 years (for 2014). The rail volume (taken from the year 2003) was projected for 21 years, based on a 2.5% increase per annum. As such, the predicted noise levels given in this report are for future traffic volumes for the year 2024. It should be noted that the projected traffic volumes used are higher than the actual present 2014 traffic volumes plus 2.5% per year over the next ten years. As such, the analysis given in this report is worst case and conservative.

Identification of the Representative Receptor Locations

The lots selected for assessment calculations for this development are identified as lots 1, 2, 11, 20, 276 and 277. Only the lots located outlined in the Phase 1 of the construction of the development have been taken into account for this assessment. Lot's 1 and 2 were selected for their close proximity to the



railway, although both are partially shielded by the safety berm. Lot 11 was selected as it represents the lot nearest to the railway at the east end of the property and that is least benefited by the proposed earth safety berm. Lot and 276 was selected as it was within the nearest proximity to the railway for the second row of housing. It is important to note that for the purposes of this assessment, the worst-case assumption was taken that the first row of houses (closest to the railway) are not constructed when the second row is complete; that is, the second row of houses were not modeled with the inclusion of the first row of houses, which would act as a shielding device. Lot 277 was selected as it represents the worst-case lot, given that it is closest to the VIA railway and is not effectively shielded by the earth berm. Lot 277 is also the closest to the railway crossing to the west of the proposed development. Based on the information provided on the lot layout drawing, the elevation changes between the railway, earth safety berm and lots have been taken into account in the model calculation.

Assessment Approach

The predicted sound levels from nearby railway traffic have been determined through the application of the prediction noise modelling software STAMSON 4.1. All input data pertaining to the lot layout parameters was based on the layout provided at the time of the study, as shown in Exhibit A3 in Appendix A. The sound level exposures for the selected lots impacted by railway traffic noise have been evaluated and the input data and the program output have been included in Appendix D.

The MOE noise software program STAMSON Version 4.1 was used to model the noise impact from the rail traffic. The rail volume input data was taken from correspondence by VIA and used a previous 2003 noise assessment. This information included the schedule of train pass-bys, number of cars per train, engine type, train speed, track type and number of locomotives per train. The model was created including the specified 2.4 m (8 ft) high earth safety berm as shown in the proposed lot layout in Appendix A. A model of the predicted noise levels for several dwellings was created to determine the extent of the noise control measures required (if any). As per the MOE's requirements, a separate model was included for each of the selected dwellings, which includes the added noise impact resulting from the train whistle.

Results and Noise Control Requirements

The following section is a summary of the modeled results, including a subsequent assessment of the predicted results.

As specified by the MOE Environmental Noise Guideline NPC-300, the outdoor and indoor sound level limits at residence for railway noise are 55 and 40 dBA respectively, based on the one-hour LA_{eq} values. The NPC-300 document also states the noise control measures that should be followed for the outdoor living area (OLA), plane of a window (ventilation requirements) and the indoor living area (building components). Select pages from the NPC-300 guideline have been included in Appendix C for reference. This includes the stated warning clauses and other requirements based on the modeled results.



In accordance to NPC-300, the assessment of outdoor noise levels and noise levels at the plane of a window are not made with the inclusion of the affect from whistle noise. The assessment for indoor noise is made with the inclusion of the affect of whistle noise. As such, the results given below include the outcomes for both with and without whistle noise.

Table's 1a, 1b and 1c below illustrate the results of the modeled railway noise impacts. The detailed modeled output for a single lot is provided in Appendix D for reference.

Table 1a: Model Results and Corresponding Noise Control Measures – OLA Assessment

Lot #	Daytime Period LAeq (dBA) – 1.5 m Receptor Height	Noise Control Measures (if Required)	Warning Clause (if required)
1	55	None	None
2	53	None	None
11	48	None	None
276	50	None	None
277	57	See Note A	Type A

Table 1b: Model Results and Corresponding Noise Control Measures – Plane of Window

Lot #	Daytime Period LAeq (dBA) – 4.5 m Receptor Height	Noise Control Measures (if Required)	Warning Clause (if required)	Nighttime Period LAeq (dBA) – 4.5 m Receptor Height	Noise Control Measures (if Required)	Warning Clause (if required)
1	56	See Note C	Type C	50	None	None
2	54	None	None	50	None	None
11	49	None	None	44	None	None
276	52	None	None	47	None	None
277	58	See Note C	Type C	52	See Note C	Type C

Table 1c: Model Results and Corresponding Noise Control Measures – Indoor Living Area as determine Outside the Home (Including Whistle Noise)

Lot #	Daytime Period LAeq (dBA) – 4.5 m Receptor Height	Noise Control Measures (if Required)	Warning Clause (if required)	Nighttime Period LAeq (dBA) – 4.5 m Receptor Height	Noise Control Measures (if Required)	Warning Clause (if required)
1	60	See Note's E & F	None	55	None	None
2	58	None	None	52	None	None
11	50	None	None	45	None	None
276	55	None	None	49	None	None
277	62	See Note F	None	56	None	None

Notes:

Note A: Noise control measures may be applied to reduce the sound level to 55 dBA. If measures are not provided, prospective purchasers or tenants should be informed of potential noise problems by a warning clause Type A.

Note B: Noise control measures should be implemented to reduce the level to 55 dBA. Only in cases where the required noise control measures are not feasible for technical, economic or administrative reasons would an excess above the limit (55 dBA) be acceptable with a warning clause Type B.

Note C: The dwelling should be designed with a provision for the installation of central air conditioning in the future, at the occupant's discretion. Warning clause Type C is also recommended.

Note D: Installation of central air conditioning should be implemented with a warning clause Type D. In addition, building components including windows, walls and doors, where applicable, should be designed so that the indoor sound levels comply with the sound level limits in Table C-2 (Provided in Appendix C).

Note E: Building components including windows, walls and doors, where applicable, need to be designed so that the indoor sound levels comply with the sound level limits in Table C-2 (Provided in Appendix C). The acoustical performance of the building components (windows, doors and walls) needs to be specified.

Note F: The exterior walls of the first row of dwellings next to railway tracks are to be built to a minimum of brick veneer or masonry equivalent construction, from the foundation to the rafters when the rail traffic Leq (24-hour), estimated at a location of a nighttime receptor, is greater than 60 dBA, and when the first row of dwellings is within 100 metres of the tracks.

For all buildings and units that are applicable to Note's E and F, it is recommended that the building plans be inspected and approved by a qualified acoustical engineer to ensure that the proposed building materials and design comply with the noise and vibration control requirements.

Based on the results of the noise modelling, it is shown that only Unit's 277 and 278 require noise control measures as specified in the corresponding Tables 1a to 1c. All other units have been shown to be within the noise limits set by the MOE as per rail traffic noise impact guidelines.

Given that units 279 and 280 are within 100 meters of the railroad right-of-way, these houses require brick veneer on the sides of the house that face the rail line.

Table 2 summarizes the required warning clauses and building requirements, if any, for all lots within the proposed development. It is required that any necessary warning clauses be implemented in all development agreements, offers to Purchase, and agreements of Purchase or Sale or Lease for each of the lots identified in Table 2:



Table 2: Summary of Warning Clauses and Building Component Requirements

Lot(s)	Ventilation Requirement(s)	Building Component Requirement(s)	Brick Veneer/Masonry Exterior Walls Requirement	Warning Clause(s)
1	Provision for the Installation of Central Air Conditioning	Standard Building Requirements	Yes	Type C & VIA
2 – 20 and 276	No Requirement	Standard Building Requirements (windows, walls and doors)	No	VIA
277	Provision for the Installation of Central Air Conditioning	Upgraded Building Requirements	Yes	Type A, Type C & VIA

Warning Clause(s):

Type A: “Purchasers/tenants are advised that sound levels due to increasing road traffic (rail traffic) (air traffic) may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.”

Type C: “This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.”



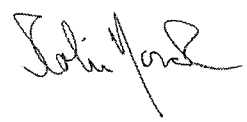
VIA Warning: VIA Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 meters from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.

The railway is classified as a Principal Main Line and thus must meet the requirements as specified in Appendix E. While no vibration measurements were conducted for the proposed development, it is possible that the RMS levels will exceed the 0.14 mm/s RMS limit, given the close setback of the property (approximately 30 m) to the railway at the west corner of the property. While not confirmed to be required, it is recommended that appropriate vibration attenuation be designed into the building foundations for houses located within 70 meters of the rail right-of-way, similar to that illustrated in Appendix F.

In addition to the required warning clauses, it is required that a safety berm having a 2.5 m (8 ft) height be constructed/installed as per the guidelines detailed in Appendix E. Exhibit A4 (an old lot layout drawing) shows the general location of the safety berm. The general requirements for a Principal Main Line should also be adhered to as outlined in Appendix E for a Principal Line.

Conclusion

The results of the noise impact assessment of VIA rail line on the proposed development have been shown to be within the limits set by the Ontario Ministry of the Environment and that recommended by the MOE (by VIA Rail) for railway noise impact, given that the stated control and warning measures are put into effect. As such, it is recommended that this development be given approval with respect to the measures concerning the railway noise impacts within the development as specified, with the understanding that the stated control measures will be implemented.

For  akoustik engineering limited		
	Prepared by: Peter D'Angela, M.A.Sc., EIT	Reviewed by: Colin Novak, Ph.D., PEng



Appendix A: Site Location



A1: General Location of Proposed Development and Surrounding Area

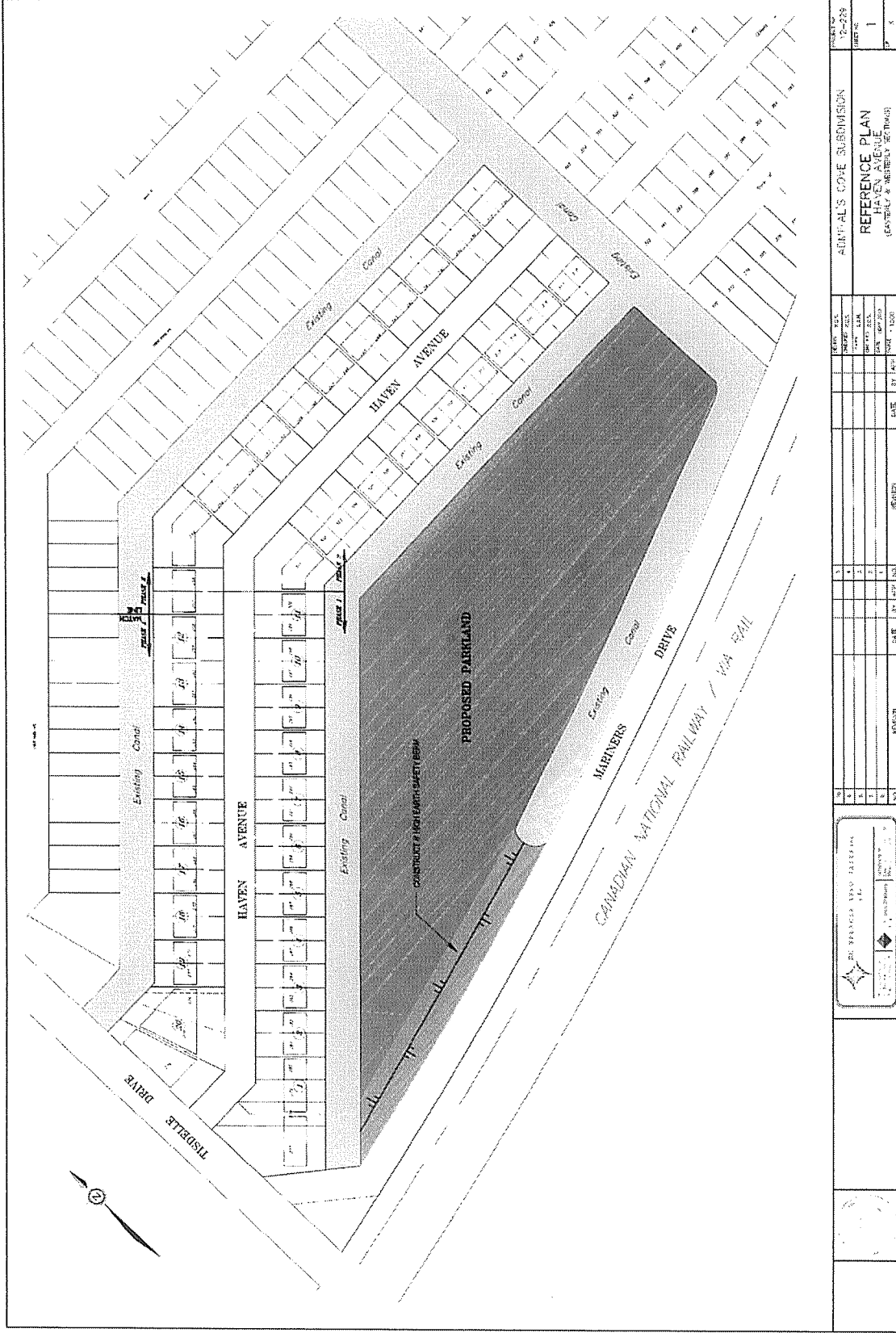


A2: Location of Proposed Development Site

h m / d

A3: Proposed Development Layout – Revised Lot Layout

A handwritten signature in black ink, appearing to read "Wm. G. G.", located in the bottom right corner of the page.

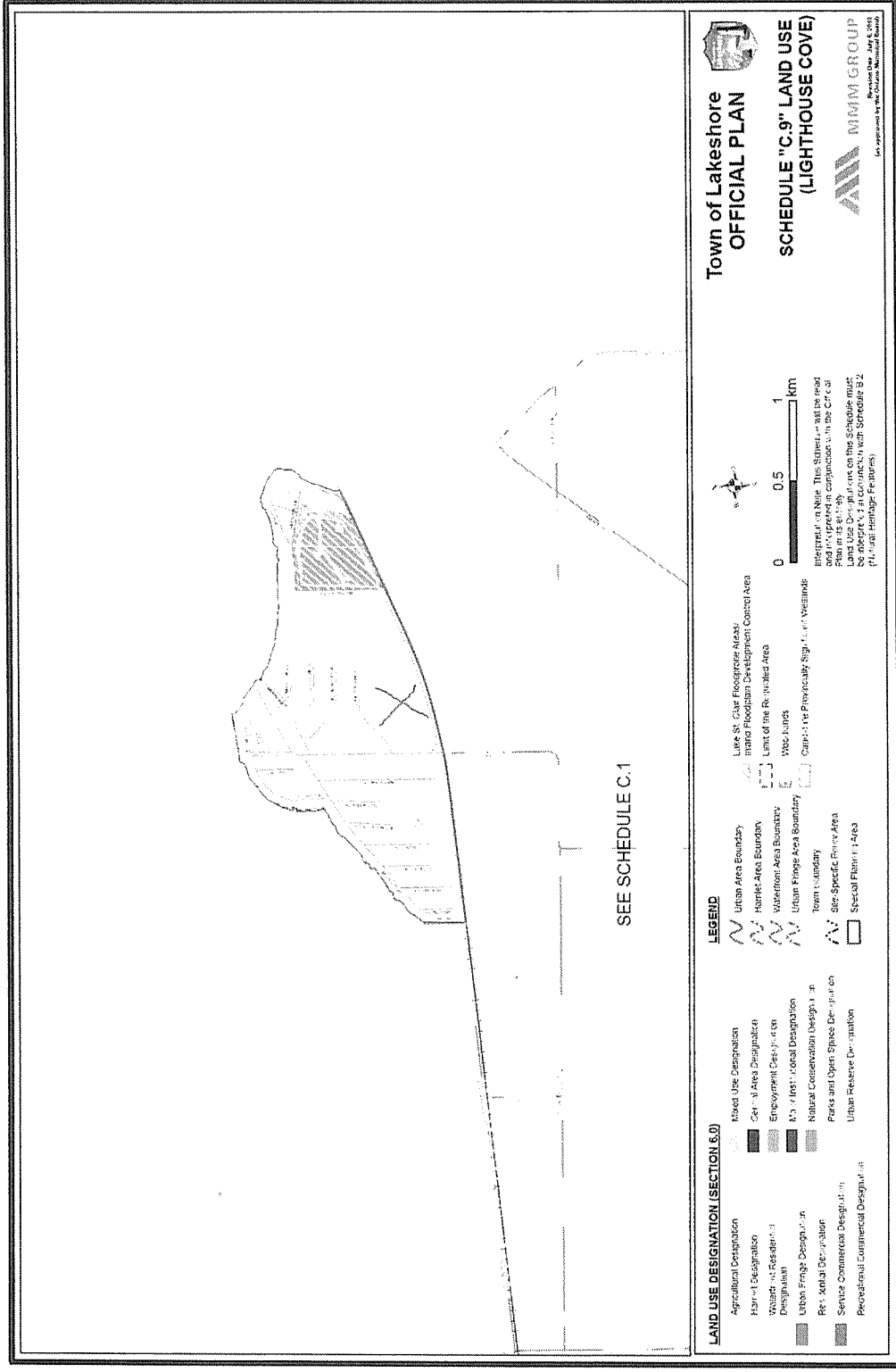


A 4: Previous Development Layout Illustrating Earth Safety Berm

		PROJECT NO. 12-229 SHEET NO. 1 OF 5	
AMTAL'S COVE SUBMISSION REFERENCE PLAN HAVEN AVENUE (GENERAL & UTILITY SERVICES)		DATE: 12/15/10 BY: [Signature] CHECKED: [Signature] DATE: 12/15/10 DRAWN: [Signature]	REVISIONS:
NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			

Handwritten signature

Appendix B: Land-use Zoning Map of Area



B 1: Town of Lakeshore By-law Map – C.9 (Lighthouse Cove) – Proposed Development Marked with a Red “X”

Appendix C: NPC-300 Reference Pages

ENVIRONMENTAL NOISE GUIDELINE Stationary and Transportation Sources - Approval and Planning		NPC-300																			
<p>L_{eq} (8). For complete description on assessing road traffic impacts, refer to ORNAMENT. Other traffic noise prediction models have been and are being developed by various authorities and may be adopted from time to time for use in Ontario by the MOE.</p> <p>In order to be consistent with MOE guidelines, the sound level should be assessed in an OLA, such as a rear yard or a patio, and in indoor living areas, such as bedrooms and living rooms. Where the noise impact exceeds the applicable sound level limits, mitigation measures such as site planning, architectural design, noise barriers, building envelope elements (windows, exterior walls, doors) with upgraded sound isolation performance and/or central air conditioning may be required. Noise control measures are not required if the sound level estimated in the OLA is 55 dBA or less during the daytime and 50 dBA or less in the plane of bedroom windows during either daytime or nighttime.</p>																					
<p>C3.2.2 Daytime Outdoor Sound Level Limit</p> <p>Table C-1 gives the equivalent sound level (L_{eq}) limit for designated OLAs. The limit applies to the entire daytime period from 07:00 to 23:00.</p>																					
<p style="text-align: center;">Table C-1 Sound Level Limit for Outdoor Living Areas Road and Rail</p>																					
<table border="1"> <thead> <tr> <th>Time Period</th> <th>L_{eq} (16) (dBA)</th> </tr> </thead> <tbody> <tr> <td>16-hour, 07:00 – 23:00</td> <td>55</td> </tr> </tbody> </table>		Time Period	L_{eq} (16) (dBA)	16-hour, 07:00 – 23:00	55																
Time Period	L_{eq} (16) (dBA)																				
16-hour, 07:00 – 23:00	55																				
<p>C3.2.3 Indoor Sound Level Limits</p> <p>Table C-2 gives the equivalent sound level (L_{eq}) limits and the applicable time periods for the indicated types of indoor spaces. The specified indoor sound level limits are maxima and apply to the indicated indoor spaces with windows and doors closed.</p>																					
<p style="text-align: center;">Table C-2 Indoor Sound Level Limits Road and Rail</p>																					
<table border="1"> <thead> <tr> <th rowspan="2">Type of Space</th> <th rowspan="2">Time Period</th> <th colspan="2">L_{eq} (dBA)</th> </tr> <tr> <th>Road</th> <th>Rail</th> </tr> </thead> <tbody> <tr> <td>Living dining den areas of residences; hospitals, nursing homes, schools, daycare centres, etc.</td> <td>07:00 – 23:00</td> <td>45</td> <td>40</td> </tr> <tr> <td>Living dining den areas of residences; hospitals, nursing homes, etc. (except schools or daycare centres)</td> <td>23:00 – 07:00</td> <td>45</td> <td>40</td> </tr> <tr> <td>Sleeping quarters</td> <td>07:00 – 23:00</td> <td>45</td> <td>40</td> </tr> </tbody> </table>		Type of Space	Time Period	L_{eq} (dBA)		Road	Rail	Living dining den areas of residences; hospitals, nursing homes, schools, daycare centres, etc.	07:00 – 23:00	45	40	Living dining den areas of residences; hospitals, nursing homes, etc. (except schools or daycare centres)	23:00 – 07:00	45	40	Sleeping quarters	07:00 – 23:00	45	40		
Type of Space	Time Period			L_{eq} (dBA)																	
		Road	Rail																		
Living dining den areas of residences; hospitals, nursing homes, schools, daycare centres, etc.	07:00 – 23:00	45	40																		
Living dining den areas of residences; hospitals, nursing homes, etc. (except schools or daycare centres)	23:00 – 07:00	45	40																		
Sleeping quarters	07:00 – 23:00	45	40																		
<p>Ministry of the Environment, August 2013</p>		<p>38</p>																			

C 1: Daytime Outdoor and Daytime/Nighttime Indoor Sound Level Limits

Type of Space	Time Period	L _{eq} (dBA)	
	23:00 – 07:00	40	35

C3.3 Rail Traffic Noise

C3.3.1 Method

The assessment of rail traffic noise impact should be conducted using a prediction method entitled STEAM, Sound from Trains Environmental Analysis Method, published in 1990 by MOE, Reference [34]. The descriptors used in the assessment are the 16-hour daytime and the 8-hour nighttime equivalent sound levels, L_{eq} (16) and L_{eq} (8). Other traffic noise prediction models have been and are being developed by various authorities and may be adopted from time to time for use in Ontario by the MOE.

The impact of railway traffic noise and the requirement for noise control measures should be assessed similarly to road traffic noise. The sound level should be assessed in an OLA, such as a rear yard or a patio, and in indoor living areas, such as bedrooms and living rooms, and compared with MOE guidelines. Noise control measures are not required if the sound level estimated in the OLA is 55 dBA or less during the daytime and 50 dBA or less in the plane of bedroom windows during daytime or nighttime.

C3.3.2 Daytime Outdoor Sound Level Limit

The outdoor noise impact should be assessed in the OLA during daytime hours, 07:00 to 23:00, considering a combination of only two sources of rail traffic noise, namely the locomotive and the wheel-rail interaction. Whistle noise is not included in the outdoor noise impact assessment. Table C-1 gives the equivalent sound level (L_{eq}) limit for OLAs.

C3.3.3 Indoor Sound Level Limits

The indoor assessment should consider the combination of all three railway noise sources, i.e., locomotive, wheel-rail and whistle. Table C-2 gives the equivalent sound level (L_{eq}) limits for the indicated types of indoor space. The specified indoor sound level limits are maxima and apply to the indicated indoor spaces with windows and doors closed.

A major characteristic of railway noise is its high pass-by sound level for short periods and a major low frequency component produced by the operation of the diesel locomotive. This special character of the sound should be taken into account, particularly when assessing the indoor sound levels. Consequently, in order to account for the special character of railway sound, the indoor sound level limits for rail noise, Table C-2, are 5 dBA lower than the indoor sound level limits for road traffic noise.

C 2: Rail Traffic Noise

This difference results in a requirement for acoustically superior architectural components such as windows and walls, for railway noise.

C3.4 Air Traffic Noise

C3.4.1 Method

Aircraft noise impact assessment is based on Noise Exposure Forecast/Noise Exposure Projection (NEF/NEP) contours determined by methods approved by Transport Canada.

Where the noise impact exceeds the applicable limits, warning clauses and mitigation measures for indoor spaces such as architectural design, special building components and/or central air conditioning may be required. The indoor NEF/NEP values, specified in Table C-4 and Table C-10, are related to the outdoor values and the acoustical insulation provided by the building. The indoor NEF values can be calculated by converting the indoor sound levels, expressed as $L_{eq}(24)$ (dBA), using the expression $NEF = L_{eq}(24) - 31$ dBA.

Section 1.6.7.2 of the 2005 Provincial Policy Statement, Reference [26], establishes the applicable development criterion. With the exception of redevelopment or infilling, Section 1.6.7.2 of the 2005 Provincial Policy Statement, Reference [26], prohibits new residential development and other sensitive land uses in aircraft noise zones above the NEF/NEP 50 contour. The noise impact on the proposed noise sensitive land use is determined based on the location of the noise sensitive land use with respect to the official NEF/NEP contours. NEF/NEP contours are usually available for major civil aviation airports from the airport authority. The more restrictive of the NEF and NEP contours would apply.

C3.4.2 Outdoor Limit

Table C-3 gives the aircraft noise limit in terms of an NEF/NEP value in any outdoor area, including the OLA. The limit applies to the entire 24-hour period. The distance separation from the airport and, consequently, the location of the noise sensitive land use with respect to the NEF/NEP contours, is the only measure that controls the outdoor noise impact.

**Table C-3
 Outdoor Aircraft Noise Limit**

Time Period	NEF/NEP
24-hour	50

C 3: Rail Traffic Noise (Continued)

the emissions are not required to be included with the overall noise assessment of a stationary source facility.

In addition, sound level limits do not apply to emergency equipment operating in emergency situations.

C4.5.4 Sound Level Limits for Layover Sites

The sound level limit for noise from a layover site in any hour, expressed in terms of the One-Hour Equivalent Sound Level (L_{eq}) is the higher of either 55 dBA or the background sound level.

C5 Noise Impact Assessment – Multiple Sources

Impulse sources, non-impulse sources and emergency equipment are to be analyzed separately. Where there are multiple, non-impulse sources at a stationary source, the noise assessment should be based on the combined effect of all sources comprising the stationary source, added together on an energy basis.

C6 Noise Impact Assessment – Supplementary Noise Limits

Indoor limits for transportation sources applicable to noise sensitive land uses are specified in Table C-2 and Table C-4. Table C-9 and Table C-10 are expanded versions of Table C-2 and Table C-4, and present guidelines for acceptable indoor sound levels that are extended to land uses and developments which are not normally considered noise sensitive. The specified values are maximum sound levels and apply to the indicated indoor spaces with the windows and doors closed. The sound level limits in Table C-9 and Table C-10 are presented as information, for good-practice design objectives.

Table C-9
Supplementary Indoor Sound Level Limits
Road and Rail

Type of Space	Time Period	L_{eq} (Time Period) (dBA)	
		Road	Rail
General offices, reception areas, retail stores, etc.	16 hours between 07:00 – 23:00	50	45
Living dining areas of residences, hospitals, schools, nursing retirement homes, daycare centres, theatres, places of worship, libraries, individual or semi-private offices, conference rooms, reading rooms, etc.	16 hours between 07:00 – 23:00	45	40
Sleeping quarters of hotels, motels	8 hours between 23:00 – 07:00	45	40
Sleeping quarters of residences, hospitals, nursing retirement homes, etc.	8 hours between 23:00 – 07:00	40	35

C 4: Noise Impact Assessment – Supplementary Noise Limits

Table C-10
Supplementary Indoor Aircraft Noise Limits
 (Applicable over 24-hour period)

Type of Space	Indoor NEF/NEP*
General offices, reception areas, retail stores, etc.	15
Individual or semi-private offices, conference rooms, etc.	10
Living/dining areas of residences, sleeping quarters of hotels/motels, theatres, libraries, schools, daycare centres, places of worship, etc.	5
Sleeping quarters of residences, hospitals, nursing retirement homes, etc.	0

* The indoor NEF/NEP values listed in Table C-10 are not obtained from NEF/NEP contour maps. The values are representative of the indoor sound levels and are used as assessment criteria for the evaluation of acoustical mitigation requirements.

C7 Noise Control Measures

The following sections provide MOE guidance for appropriate noise control measures. These sections constitute requirements that are applied to MOE approvals for stationary sources. This information is also provided as guidance which land use planning authorities may consider adopting.

The definition in Part A describes the various types and application of noise control measures. All the noise control measures described in the definition are appropriate to address the impact of noise of transportation sources (road, rail and aircraft) on planned sensitive land uses. Only some of the noise control measures described in the definition are appropriate to address the noise impact of stationary sources on planned sensitive land uses.

C7.1 Road Noise Control Measures

C7.1.1 Outdoor Living Areas

If the 16-Hour Equivalent Sound Level, $L_{eq}(16)$ in the OLA is greater than 55 dBA and less than or equal to 60 dBA, noise control measures may be applied to reduce the sound level to 55 dBA. If measures are not provided, prospective purchasers or tenants should be informed of potential noise problems by a warning clause Type A.

If the 16-Hour Equivalent Sound Level, $L_{eq}(16)$ in the OLA is greater than 60 dBA, noise control measures should be implemented to reduce the level to 55 dBA. Only in cases where the required noise control measures are not feasible for technical, economic or administrative reasons would an excess above the limit (55 dBA) be acceptable with a warning clause Type B. In the above situations, any excess above the limit will not be acceptable if it exceeds 5 dBA.

C7.1.2 Plane of a Window – Ventilation Requirements

C7.1.2.1 Daytime Period, 07:00 – 23:00 Hours

Noise control measures may not be required if the $L_{eq}(16)$ daytime sound level in the plane of a bedroom or living dining room window is less than or equal to 55 dBA. If the sound level in the plane of a bedroom or living dining room window is greater than 55 dBA and less than or equal to 65 dBA, the dwelling should be designed with a provision for the installation of central air conditioning in the future, at the occupant's discretion. Warning clause Type C is also recommended.

If the daytime sound level in the plane of a bedroom or living dining room window is greater than 65 dBA, installation of central air conditioning should be implemented with a warning clause Type D. In addition, building components including windows, walls and doors, where applicable, should be designed so that the indoor sound levels comply with the sound level limits in Table C-2. The location and installation of the outdoor air conditioning device should comply with sound level limits of Publication NPC-216, Reference [32], and guidelines contained in Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, Reference [6], or should comply with other criteria specified by the municipality.

C7.1.2.2 Nighttime Period, 23:00 – 07:00 Hours

Noise control measures may not be required if the $L_{eq}(8)$ nighttime sound level in the plane of a bedroom or living dining room window is less than or equal to 50 dBA. If the sound level in the plane of a bedroom or living dining room window is greater than 50 dBA and less than or equal to 60 dBA, the dwelling should be designed with a provision for the installation of central air conditioning in the future, at the occupant's discretion. Warning clause Type C is also recommended.

If the nighttime sound level in the plane of a bedroom or living dining room window is greater than 60 dBA, installation of central air conditioning should be implemented, with a warning clause Type D. In addition, building components including windows, walls and doors, where applicable, should be designed so that the indoor sound levels comply with the sound level limits in Table C-2. The location and installation of the outdoor air conditioning device should comply with sound level limits of Publication NPC-216, Reference [32], and guidelines contained in Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, Reference [6], or should comply with other criteria specified by the municipality.

C7.1.3 Indoor Living Areas – Building Components

If the nighttime sound level outside the bedroom or living dining room windows exceeds 60 dBA or the daytime sound level outside the bedroom or living dining area windows exceeds 65 dBA, building components including windows, walls and doors, where applicable, should be designed so that the indoor sound levels comply with the



sound level limits in Table C-2. The acoustical performance of the building components (windows, doors and walls) should be specified.

C7.2 Rail Noise Control Measures

C7.2.1 Outdoor Living Areas

Whistle noise is not included in the determination of the outdoor daytime sound level due to railway trains. All the provisions of Section C7.1.1 apply also to noise control requirements for rail noise.

C7.2.2 Plane of a Window – Ventilation Requirements

Whistle noise is not included in the determination of the sound level in the plane of a window. All the provisions of Section C7.1.2 apply also to noise control requirements for rail noise.

C7.2.3 Indoor Living Areas – Building Components

The sound level, L_{eq} , during the daytime (16-hour) and nighttime (8-hour) periods is determined using the prediction method STEAM, Reference [3-4], immediately outside the dwelling envelope. Whistle noise is included in the determination of the sound level.

If the nighttime sound level outside the bedroom or living dining room windows exceeds 55 dBA or the daytime sound level outside the bedroom or living dining area windows exceeds 60 dBA, building components including windows, walls and doors, where applicable, need to be designed so that the indoor sound levels comply with the sound level limits in Table C-2. The acoustical performance of the building components (windows, doors and walls) needs to be specified.

In addition, the exterior walls of the first row of dwellings next to railway tracks are to be built to a minimum of brick veneer or masonry equivalent construction, from the foundation to the rafters when the rail traffic L_{eq} (24-hour), estimated at a location of a nighttime receptor, is greater than 60 dBA, and when the first row of dwellings is within 100 metres of the tracks.

C7.3 Combination of Road and Rail Noise

The noise impact in the OLA and in the plane of a window, and the requirements for outdoor measures, ventilation measures and warning clauses, should be determined by combining road and rail traffic sound levels.

The assessment of the indoor sound levels and the resultant requirement for the acoustical descriptors of the building components should be done separately for road

In Class 4 areas, where windows for noise sensitive spaces are assumed to be closed, the use of central air conditioning may be acceptable if it forms an essential part of the overall building designs.

C7.9 Verification of Noise Control Measures

It is recommended that the implementation of noise control measures be verified by qualified individuals with experience in environmental acoustics.

C8 Warning Clauses

The use of warning clauses or easements in respect of noise are recommended when circumstances warrant. Noise warning clauses may be used to warn of potential annoyance due to an existing source of noise and/or to warn of excesses above the sound level limits. Direction on the use of warning clauses should be included in agreements that are registered on title to the lands in question. The warning clauses would be included in agreements of Offers of Purchase and Sale, lease/rental agreements and condominium declarations. Alternatively, the use of easements in respect of noise may be appropriate in some circumstances. Additional guidance on the use of noise warning clauses is provided in Section C7.1.1, Section C7.1.2.1, Section C7.1.2.2, Section C7.3 and Section C7.4.

C8.1 Transportation Sources

The following warning clauses may be used individually or in combination:

TYPE A: (see Section C7.1.1)

“Purchasers/tenants are advised that sound levels due to increasing road traffic (rail traffic) (air traffic) may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.”

TYPE B: (see Section C7.1.1 and Section C7.4)

“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 (rail traffic) (air traffic) may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.”

TYPE C: (see Section C7.1.2.1, Section C7.1.2.2 and Section C7.4)

“This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of



central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.”

TYPE D: (see Section C7.1.2.1, Section C7.1.2.2 and Section C7.4)

“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 sound level limits of the Municipality and the Ministry of the Environment.”

C8.2 Stationary Sources

It is not acceptable to use warning clauses in place of physical noise control measures to identify an excess over the MOE sound level limits. Warning clause (Type E) for stationary sources may identify a potential concern due to the proximity of the facility but it is not acceptable to justify exceeding the sound level limits.

TYPE E: (see Section C7.6)

“Purchasers/tenants are advised that due to the proximity of the adjacent industry (facility) (utility), noise from the industry (facility) (utility) may at times be audible.”

C8.3 Class 4 Area Notification

TYPE F: (see Section B9.2 and Section C4.4.2)

“Purchasers tenants are advised that sound levels due to the adjacent industry (facility) (utility) are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed.”

C 9: Noise Control Measures – Warning Clauses (Continued)

Appendix D: Noise Modeling Results

Lot 1 – Indoor Sound Level Assessment

STAMSON 4.1

MINISTRY OF THE ENVIRONMENT

NOISE ASSESSMENT AND SYSTEMS SUPPORT

COMPREHENSIVE REPORT

Filename: ac2014.te Time Period: Day/Night 16/8 hours

METRIC

Date: 14-07-2014 13:01:34

Train data, segment # 1: (day)

Train Type	! Trains (Left)	! Trains (Right)	! Speed (km/h)	! No of loc per Train	! No of Cars per Train	! Eng type	! Cont weld
1.	! 11.7	! 0.0	! 150.00	! 1.00	! 8.00	! Diesel	! Yes

Train data, segment # 1: (night)

Train Type	! Trains (Left)	! Trains (Right)	! Speed (km/h)	! No of loc per Train	! No of Cars per Train	! Eng type	! Cont weld
1.	! 1.7	! 0.0	! 150.00	! 1.00	! 8.00	! Diesel	! Yes

Data for Segment # 1:

Angle1 : -90.00 deg Angle2 : 90.00 deg
Wood depth : 0 (No woods.)
No of house rows : 0
No of house rows night : 0
Surface : 1 (Absorptive ground surface)
Receiver source distance : 110.00 m
Rec src dist night : 110.00 m
Receiver height : 4.50 m
Receiver height night : 4.50 m
Topography : 4 (Elevated; with barrier)
Whistle Angle : 50 deg Track 1
Barrier angle1 : -40.00 deg Angle2 : 2.00 deg
Barrier height : 2.44 m
Elevation : 0.86 m
Barrier receiver distance : 75.00 m
Barr Rec Dist Night : 75.00 m
Source elevation : 0.00 m
Receiver elevation : 0.00 m
Barrier elevation : 0.00 m
Reference angle : 0.00

Train # 1: , Segment # 1: (day)

Barrier height for grazing incidence

Source Height (m)	Receiver Height (m)	Barrier Height (m)	Elevation of Barrier Top (m)
4.00	4.50	4.16	4.16
0.50	4.50	1.77	1.77

LOCOMOTIVE (46.89 + 48.02 + 50.25) = 53.39 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-90	-40	0.47	67.22	-12.71	-7.62	0.00	0.00	0.00	46.89
-40	2	0.32	67.22	-11.45	-6.43	0.00	0.00	-0.86	48.48*
-40	2	0.47	67.22	-12.71	-6.48	0.00	0.00	0.00	48.02
2	90	0.47	67.22	-12.71	-4.25	0.00	0.00	0.00	50.25

* Bright Zone !

WHEEL (37.61 + 34.99 + 41.18) = 43.43 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-90	-40	0.57	59.25	-13.62	-8.01	0.00	0.00	0.00	37.61
-40	2	0.43	59.25	-12.35	-6.47	0.00	0.00	-5.44	34.99
2	90	0.57	59.25	-13.62	-4.45	0.00	0.00	0.00	41.18

LEFT WHISTLE (48.63 + 51.39 + 51.84) = 55.60 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-68	-40	0.47	70.58	-12.71	-9.24	0.00	0.00	0.00	48.63
-40	2	0.32	70.58	-11.45	-6.43	0.00	0.00	-0.86	51.84*
-40	2	0.47	70.58	-12.71	-6.48	0.00	0.00	0.00	51.39
2	50	0.47	70.58	-12.71	-6.03	0.00	0.00	0.00	51.84

* Bright Zone !

Segment Leq : 57.81 dBA

Total Leq All Segments: 57.81 dBA



Train # 1: , Segment # 1: (night)

Barrier height for grazing incidence

Source	Receiver	Barrier	Elevation of
Height (m)	Height (m)	Height (m)	Barrier Top (m)
4.00	4.50	4.16	4.16
0.50	4.50	1.77	1.77

LOCOMOTIVE (41.52 + 42.66 + 44.89) = 48.02 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-90	-40	0.47	61.85	-12.71	-7.62	0.00	0.00	0.00	41.52
-40	2	0.32	61.85	-11.45	-6.43	0.00	0.00	-0.86	43.11*
-40	2	0.47	61.85	-12.71	-6.48	0.00	0.00	0.00	42.66
2	90	0.47	61.85	-12.71	-4.25	0.00	0.00	0.00	44.89

* Bright Zone !

WHEEL (32.25 + 29.62 + 35.81) = 38.06 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-90	-40	0.57	53.88	-13.62	-8.01	0.00	0.00	0.00	32.25
-40	2	0.43	53.88	-12.35	-6.47	0.00	0.00	-5.44	29.62
2	90	0.57	53.88	-13.62	-4.45	0.00	0.00	0.00	35.81

LEFT WHISTLE (43.26 + 46.02 + 46.48) = 50.24 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj	SubLeq
-68	-40	0.47	65.21	-12.71	-9.24	0.00	0.00	0.00	43.26
-40	2	0.32	65.21	-11.45	-6.43	0.00	0.00	-0.86	46.47*
-40	2	0.47	65.21	-12.71	-6.48	0.00	0.00	0.00	46.02
2	50	0.47	65.21	-12.71	-6.03	0.00	0.00	0.00	46.48

* Bright Zone !

Segment Leq : 52.44 dBA

Total Leq All Segments: 52.44 dBA

Appendix E: VIA Rail Canada – Line Requirements

Railway Classification for Application of Standard Impact Mitigation Measures

Railway lines in Ontario are classified by the railway companies into five classes for the purpose of applying the Standard Impact Mitigation Measures, to be incorporated in New Residential Developments Adjacent to Railways. The classification is based on the present and potential traffic using the lines, and other operating characteristics, and is described below.

Maps showing the classification of the various railway lines are available for reference.

1. Principal Main Line

Traffic: Includes heavy trains with 3 or 4 power units per train.
High speeds, frequently exceeding 80 k.p.h. (50 m.p.h.)
Volume generally exceeds 10 trains per day

Crossings, gradients etc. may increase normal railway noise and vibration.

2. Secondary Main Line

Traffic: Trains generally light or moderate weight, with 1 or 2 power units per train.
High speeds, frequently exceeding 80 k.p.h. (50 m.p.h.)
Volume generally exceeds 5 trains per day

Crossings, gradients etc. may increase normal railway noise and vibration.

3. Principal Branch Line

Traffic: Trains generally light or moderate weight, with 1 or 2 power units per train, but may include heavier trains with more units
Low speeds, generally limited to 50 k.p.h. (30 m.p.h.)
Regular scheduled traffic, usually less than 5 trains per day

4. Secondary Branch Line

Traffic: Intermittent, unscheduled traffic, usually less than 1 trains per day
Low speeds, generally limited to 50 k.p.h. (30 m.p.h.)
Trains generally of light to moderate weight with 1 power unit per train

5. Spur Line

Traffic: Unscheduled traffic on a demand basis
Low speeds, generally limited to 50 k.p.h. (30 m.p.h.)
Trains of light weight, with 1 power unit per train

6

E 1: VIA Rail Canada – Railway Classification for Application of Standard Impact Mitigation Measures



Standard Impact Mitigation Measures to be Incorporated in New Residential Developments Adjacent to Railways

The measures are graduated in accordance with the operating characteristics of the rail lines the dwellings are to be built close to. Five categories are established for the "normal" situation of a fairly flat tract of land with houses at roughly the same elevation as the railway tracks. Variations would then apply for the cases where the tracks were in cut or on embankment, with the houses at a higher or lower level.

All of the railway lines in Ontario will be classified by the railway companies into the five classes described in "Railway Classifications for Application of Standard Impact Mitigation Measures". Where the Standard Measures call for site testing and evaluation this will be scrutinized by the Ministry of the Environment to ensure that the appropriate measures are provided.

Standard Impact Mitigation Measures

Appropriate measures for residential development adjacent to railway corridors are outlined in the following Standard Impact Mitigation Measures for a Principal Main Line, a Secondary Main Line, a Principal Branch Line, a Secondary Branch Line and a Spur Line.



PRINCIPAL MAIN LINE REQUIREMENTS



- A. Safety setback of dwellings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- B. Noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- C. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- D. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- E. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: VIA Rail Canada Inc. or its assigne or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- F. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- G. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale of lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of VIA.
- H. The Owner enter into an Agreement stipulating how VIA's concerns will be resolved and will pay VIA's reasonable costs in preparing and negotiating the agreement.

E 3: VIA Rail Canada – Principal Main Line Requirements



SECONDARY MAIN LINE REQUIREMENTS



- A. Safety setback of dwellings from the railway rights-of-way to be a minimum of 20 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.0 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- B. Noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 4.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- C. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- D. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the initial property line.
- E. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: VIA Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- F. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- G. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of VIA.
- H. The Owner enter into an Agreement stipulating how VIA's concerns will be resolved and will pay VIA's reasonable costs in preparing and negotiating the agreement.

E 4: VIA Rail Canada – Secondary Main Line Requirements



PRINCIPAL BRANCH LINE REQUIREMENTS



- A. Safety setback of dwellings from the railway rights-of-way to be a minimum of 15 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.0 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- B. Noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 4.0 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- C. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz. and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz. and 200 Hz., +/- 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- D. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- E. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: VIA Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- F. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- G. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale of lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of VIA.
- H. The Owner enter into an Agreement stipulating how VIA's concerns will be resolved and will pay VIA's reasonable costs in preparing and negotiating the agreement.

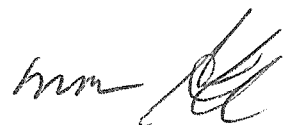
E 5: VIA Rail Canada – Principal Branch Line Requirements

SECONDARY BRANCH LINE REQUIREMENTS



- A. Safety setbacks of dwellings from the railway rights-of-way to be a minimum of 15 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.0 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- B. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, \pm 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- C. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- D. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: VIA Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and or operations on, over or under the aforesaid rights-of-way."
- E. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- F. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale of lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of VIA.
- G. The Owner enter into an Agreement stipulating how VIA's concerns will be resolved and will pay VIA's reasonable costs in preparing and negotiating the agreement.

E 6: VIA Rail Canada – Secondary Branch Line Requirements



SPUR LINE REQUIREMENTS



- A. Safety setback of dwellings from the railway rights-of-way to be a minimum of 15 metres.
- B. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- C. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: VIA Rail Canada Inc. or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings(s). VIA will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- D. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.

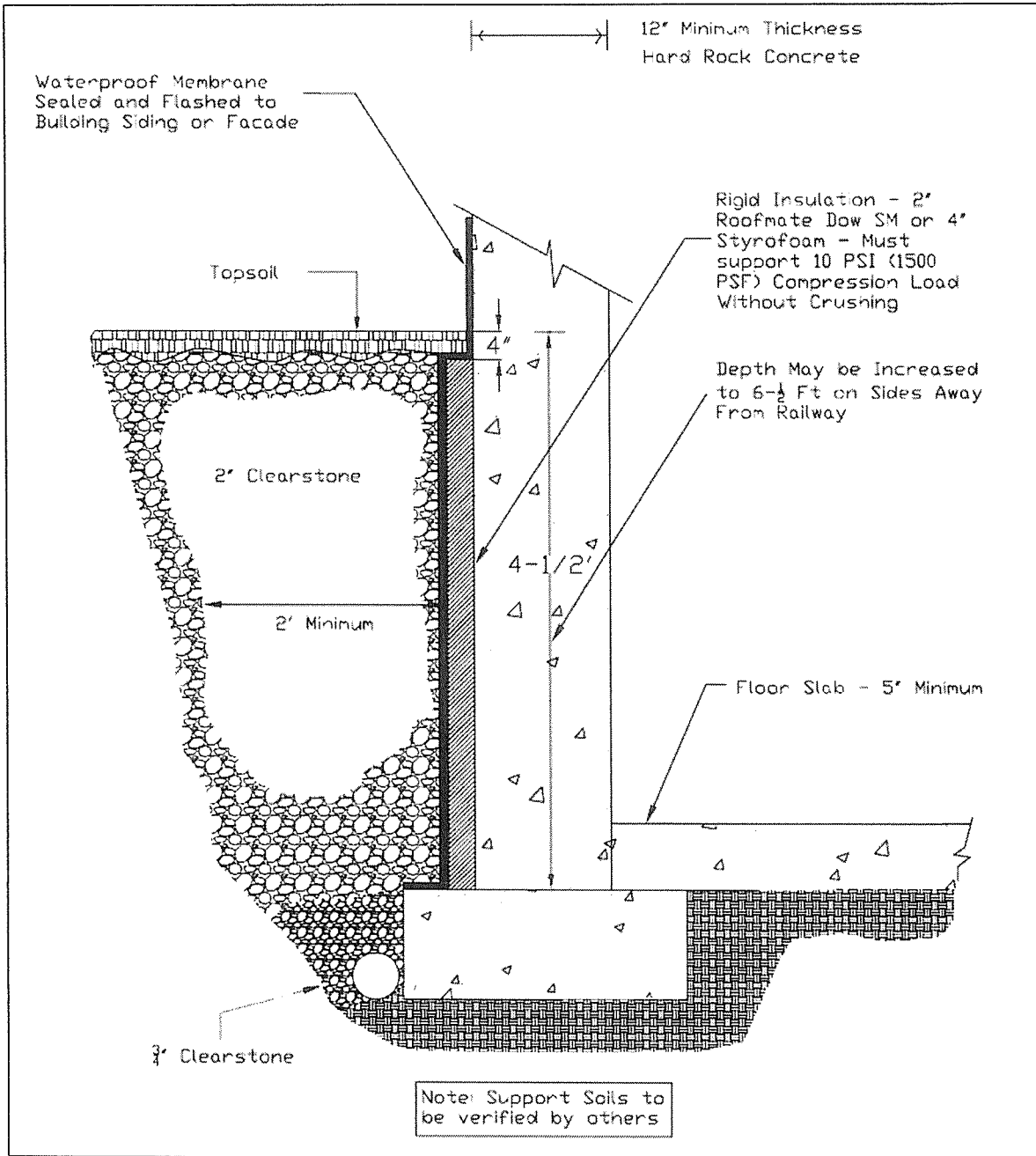
E 7: VIA Rail Canada – Spur Line Requirements



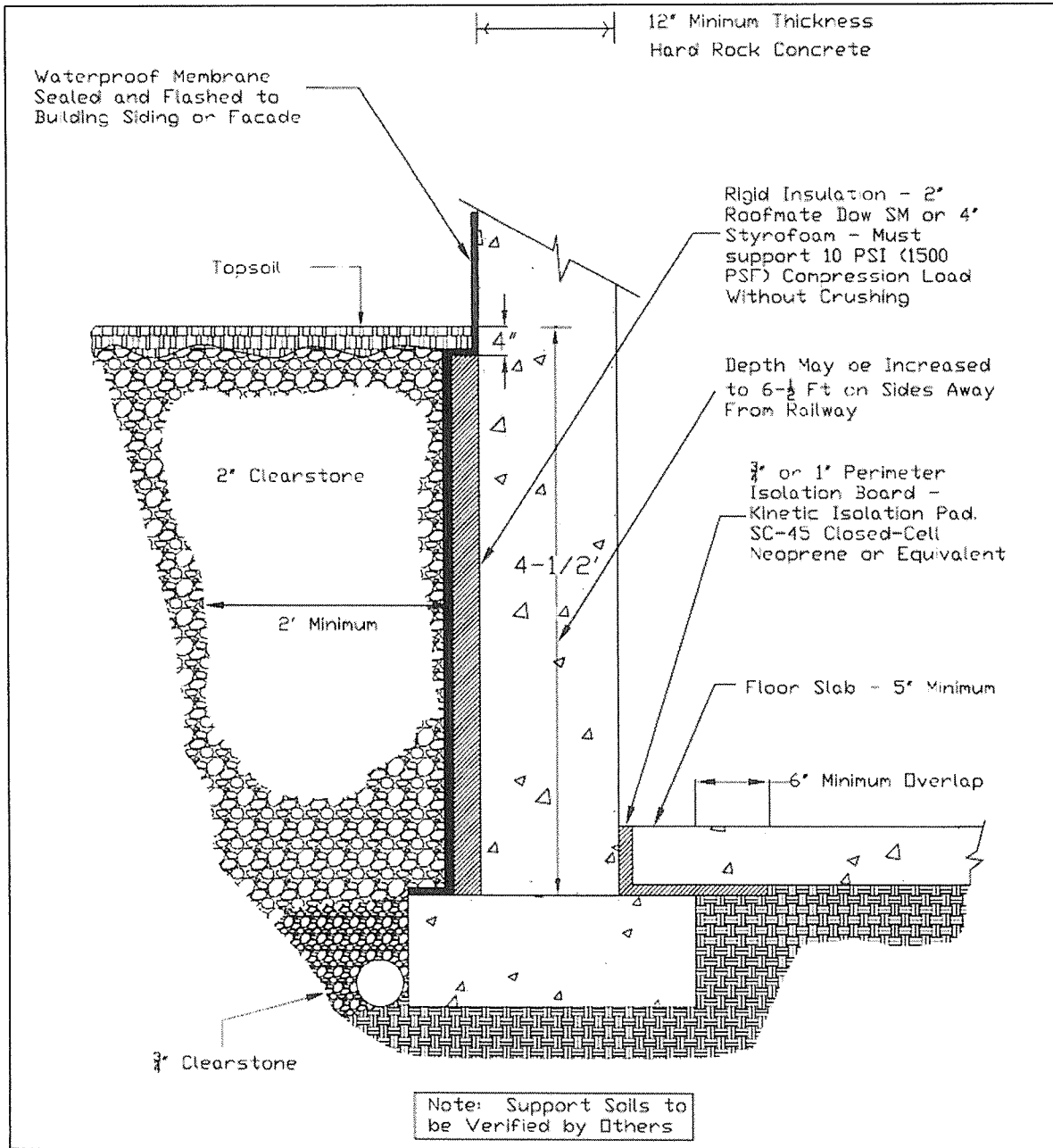
PRINCIPAL MAIN LINE

- A. Noise berm, or combination berm and acoustic fence, adjoining and parallel to the railway right-of-way and having returns at the ends:
- (i) Minimum total height 5.5 metres above top-of-rail.
 - (ii) Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre (4 lb./sq. ft.) of surface area.
- Note: The Railway may consider other measures recommended by an approved Noise Consultant satisfactory to the Railway.
- B. Safety setback of dwellings from the railway right-of-way to be a minimum of 30 metres in conjunction with the safety berm noted below. In the absence of a safety berm, we require a dwelling setback of 120 metres.
- C. Ground-borne vibration transmission to be estimated through site testing and evaluation to determine if dwellings within 75 metres of the Railway right-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec. RMS between 4 Hz. and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec. RMS on and above the first floor of the dwelling.
- D. Safety berm adjoining and parallel to the railway right-of-way with returns at the ends, 2.5 metres above grade is required despite none being required to address the Railway's noise concerns.
- E. The following clause should be inserted in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease of each dwelling: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way."
- F. Any proposed alterations to the existing drainage pattern affecting Railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- G. The Developer shall install and maintain at his own expense, a chain link fence of minimum 1.83 metre (6 feet) height along the mutual property line, which shall be maintained by the Owner.
- H. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have the sole responsibility for and shall maintain these measures to the satisfaction of CN Rail.
- I. Pursuant to the Planning Act, the Municipality shall provide this office of the Railway with written notice of the public meeting, by-law and passing of the by-law appropriately zoning the lands hereby proposed for subdivision.
- J. The Owner enter into an Agreement stipulating how CN Rail's concerns will be resolved and will pay CN Rail's reasonable costs in preparing and negotiating the agreement.

Appendix F: Foundation Vibration Isolation



F 1: Foundation Vibration Isolation – No Perimeter Isolation



F 2: Foundation Vibration Isolation – With Perimeter Isolation

Handwritten signature

SCHEDULE "J"

to a

DEVELOPMENT AGREEMENT dated December 9, 2014

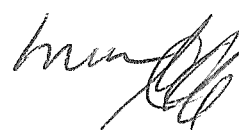
B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

507822 ONTARIO INC. & 1403543 ONTARIO INC.

Technical Memo: Species at Risk Screening Process



Ministry of Natural
Resources and Forestry
615 John Street North
Aylmer ON N5H 2S8
Tel: 519-773-9241
Fax: 519-773-9014

Ministère des Richesses
naturelles et des Forêts
615, rue John Nord
Aylmer ON N5H 2S8
Tél: 519-773-9241
Télé: 519-773-9014



Technical Memo: *Species at Risk Screening Process*

The *Endangered Species Act, 2007 (ESA)* came into force on June 30, 2008, and provides both species protection (section 9) and habitat protection (section 10) to individuals listed as Endangered or Threatened in Ontario. Ministry of Natural Resources and Forestry (MNRF) Aylmer District provides the service of responding to species at risk (SAR) information requests and project screenings when:

- The request comes from the property owner or consultants on their behalf;
- There is a likelihood of SAR species and/or their habitat to occur on the property; and
- A specific project/activity is proposed.

Stage 1: Information Request

An information request should be submitted prior to the beginning of a project. MNRF's response to the information request will help inform the type and timing of field work that may be required to confirm the presence of protected species or habitat. For MNRF to respond to an information request, the following information is required:

- Proponent information (e.g. name, mailing address, and email address)
- Detailed property location information (maps are beneficial)
- Digital photos of the property, including the vegetation on-site, if available
- General description of all proposed activities (e.g. residential, driveway)
- Timing and duration of proposed activities
- Summary of past correspondence with MNR about the property, if applicable
- Type and status of planning process, if any is being undertaken

Once the above information has been provided MNRF will review species occurrence information on file and in the Natural Heritage Information Centre to determine if SAR individuals and/or their habitat(s) are known or likely to occur on or adjacent to the requested property. See below for MNRF's one-window contacts for Aylmer District.

**NOTE: The absence of an element occurrence record does not indicate the absence of a protected species. The province has not been surveyed comprehensively for the presence of SAR and MNRF data relies on observers to report sightings of SAR.*

Field assessments are necessary if there is a high likelihood for a plant or animal SAR species and/or habitat to occur within the footprint of the proposed activities. In this circumstance, MNRF recommends that a qualified biologist be retained to complete field assessments on the property. MNRF expects the qualified biologist to use the information provided in the information request response to scope and design the SAR field assessments, including identifying appropriate survey methodologies and timing windows.

**NOTE: Some field assessment methodologies may require MNRF authorizations under the ESA and Fish and Wildlife Conservation Act.*

Stage 2: Project Screening

After a response to an information request is provided and appropriate field assessments have been completed a project screening request can be submitted to the MNRF. A project screening occurs when site-specific details of the project are known and there is the potential for impacts to SAR species and/or their habitat. MNRF uses the information to determine the likelihood that the project would contravene section 9 (impacts to protected individuals) and/or section 10 (impacts to protected habitat) of the ESA.

For MNRF to respond to a project screening request, the following information should be provided:

- Name and qualifications of retained biologist
- Dates and weather conditions of field assessment days
- Survey methodologies and survey times, frequencies and durations
- Maps showing locations of each SAR individual and/or habitat features observed
- Detailed description of all proposed activities (e.g. residential footprint, vegetation removal)
- Analysis of results from field work including size and quality of SAR habitat area that could be impacted based on overall proposed footprint area.

When activities are associated with a *Planning Act* application, the above noted information is normally provided in conjunction with assessments of other natural heritage features documented through an Environmental Impact Study. If not associated with a *Planning Act* application, the above information is normally communicated to MNRF in a technical memo/letter.

The information request/project screenings must be submitted to MNRF Aylmer District through the appropriate one-window email account, outlined below:

- Requests specific to SAR and not related to a planning file should be directed to the ESAScreeningRequest.AylmerDistrict@ontario.ca
- Requests related to a planning file (e.g. an Environmental Assessment under the *Environmental Assessment Act*) or a broader natural heritage request (which may include SAR) should be directed to Heather.Riddell@ontario.ca.

**NOTE: MNRF responses may take approximately 6-8 weeks after receipt of all required information due to the high volume of requests received. To avoid delays, it is strongly recommended that information requests and project screening requests be submitted to MNRF as early as possible before the scheduled project commencement date.*

If MNRF's review of the project screening determines that a contravention under the ESA is not likely to occur, then a letter to proponent (LOA) may be provided. The LOA may include recommendations to avoid impacts to SAR. If MNRF's review of the project screening determines that a contravention under the ESA is likely to occur, then MNRF will initiate discussions regarding the permit process or alternative regulatory processes (see note below). Please be advised that applying for an ESA authorization does not guarantee approval and processes can take several months before a permit may be issued.

**NOTE: On July 1, 2013, regulations came into effect under the ESA that may apply to specific projects. For more information on the new ESA regulations, please visit MNR's website <http://www.ontario.ca>. Questions on the registry process can be directed to MNR's Registry and Approval Services Centre at 1-855-613-4256 or at mnr.rasc@ontario.ca.*

