

TOWNSHIP OF WEST LINCOLN CONDITIONS OF FINAL APPROVAL

ELITE SMITHVILLE DEVELOPMENTS INC.

The conditions for final approval and registration of the Elite Smithville Developments Inc. File No. 2000-94-24, Township of West Lincoln are:

1. That this approval applies to the Elite Smithville Developments Inc. Draft Plan of Subdivision drawing prepared by Weston Consulting, dated May 7, 2025 containing Blocks 1 & 2 for Residential (Medium and High Density), Blocks 3, 4 & 9 for Future Development, Blocks 5 & 6 for Parkland, Block 7 for Trail, Block 8 for Environmental Protection, Block 10 & 11 for 0.3m Reserve, Block 12 & 13 for Road Widening.
2. That the Draft Plan of Subdivision is legally described as Part Lot 11; Concession 9 South Grimsby; Part 4, Plan 30R9485, Save and Except Part 1, Plan 30R15485 Township of West Lincoln.
3. That the Owner provide to the Township of West Lincoln a letter advising that all lots and blocks conform to the requirements of the Township's Zoning By-law.
4. That the Owner enter into a Subdivision Agreement with the Township of West Lincoln to satisfy all of the requirements, financial or otherwise of the Township, concerning the provision of roads, installation of services, drainage, fencing and any other matters related to the development of the site.
5. That the Subdivision Agreement between the Owner and the Township of West Lincoln be registered by the municipality against the land to which it applies.
6. That any outstanding Township invoices, including invoicing related to peer reviews and local servicing studies, be paid in full.
7. That the Subdivision Agreement contain a clause requiring that the road allowance shown on the Draft Plan referred as Street 'B' be dedicated to the Township of West Lincoln as Public Highway.
8. That the Subdivision Agreement contain a clause requiring that the proposed public street (Street 'B') has a road allowance with a minimum of 20 metres and will be subject to the Street Naming Policy POL-PD-01-11.
9. That the Subdivision Agreement contain a clause requiring that the Owner deed a 0.3 metre reserve at the eastern terminus of the Street 'B' road allowance to the Township of West Lincoln, until such time as future development is to occur on those lands, free and clear of any mortgages, liens and encumbrances.
10. That the Subdivision Agreement contains a clause stating that a building permit

shall not be issued for Block 9 until such time that the roadway (Street 'B') is extended and the temporary cul-de-sac is removed to the satisfaction of the Township of West Lincoln.

11. That the Subdivision Agreement contains a clause limiting the number of units that can be constructed to no more than 100 units, until such time that a second permanent access be constructed.
12. That the Subdivision Agreement contain a clause requiring that sidewalks, a minimum of 1.5 metres, be provided along at least one side of all roads within the development, public and private, to standard requirements of the Township of West Lincoln.
13. That the Subdivision Agreement contain a clause requiring that all easements as may be required for utility, servicing and drainage purposes be granted to the appropriate authority.
14. That the Subdivision Agreement contain a clause requiring that Block 7 be dedicated to the Township of West Lincoln for a public primary off-road multiuse trail identified as part of the southwest rail trail corridor in the Township's Transportation Master Plan.
15. That the Subdivision Agreement contain a clause requiring that the Owner design and construct a primary off-road multiuse trail in Block 7 to be a minimum of 4.5 metres wide with 3 metre wide asphalt trail (75mm HL3F asphalt and 300mm Granular 'A') with 0.75 metre on each side that can be maintained. The public off-road multiuse trail shall also connect to the public street (Street 'B') including a trail head where the trail terminates (e.g. park benches, trash receptacles, trees) as determined through the engineering review. This north south connection shall be within the environmental block, subject to approval from NPCA, or a block dedicated to the Township for such purpose.
16. That the Subdivision Agreement contain a clause requiring that Blocks 5 and 6 be dedicated to the Township of West Lincoln for parkland.
17. That the Owner, provide a park design for Blocks 5 and 6, showing integration with surrounding parkland, trail corridor and environment block (Block 8), including, but not limited to park benches and tree plantings, prior to final approval, satisfactory to the Township of West Lincoln, Growth and Sustainability and Community and Protective Services Departments as a part of the engineering submission.
18. That the Owner agrees to install decorative fencing and landscaping on the rears of Blocks 1, 2, and 7.
19. That the Subdivision Agreement contains a clause indicating that the detailed water, sanitary sewer and stormwater drainage systems, required to service this

development are to be confirmed by a qualified professional engineer and that existing capacity of the sewer and watermain servicing to the site is adequate. This must be submitted to the Niagara Region Public Works Department Growth Management and Planning Division and the Township of West Lincoln's Operations Department for review and approval.

20. That the Subdivision Agreement contains a clause that sanitary capacity and allocation within the Township's wastewater network cannot be guaranteed until final registration of the development.
21. That the Subdivision Agreement contains a clause that water and sanitary servicing is dependent on connections through the neighbouring Marz Homes Thrive Subdivision which ultimately requires the construction of the Regional trunk 400mm watermain on South Grimsby Road 5 and upgrades to the Streamside Pumping Station to proceed.
22. That prior to final approval and registration of this plan or prior to servicing, the Owner obtain Environmental Compliance Approval through the Township's CLI-ECA program for the necessary servicing (watermains, sanitary sewers and stormwater management) of this development.
23. That prior to approval of the final plan or any on-site grading, the Owner submit to the Township of West Lincoln's Operations Department for review and approval, copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Township of West Lincoln's Storm Drainage Policies, the Niagara Region's Stormwater Management Guidelines and the Ministry of the Environment, Conservation and Parks Stormwater Management Planning and Design Manual:
 - (a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and
 - (b) Detailed erosion and sedimentation control plans showing how exposed soils, sediment and eroded material will be retained on site during all phases of construction and how the infiltration function will be protected and maintained. Plans should include a maintenance requirement for all employed erosion and sediment control devices.
24. That the Subdivision Agreement between the Owner and the Township of West Lincoln contain provisions whereby the Owner agrees to implement the approved stormwater management plan and erosion and sediment control plan.
25. That the Subdivision Agreement contains a clause that the Owner shall maintain all stormwater management and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction. The Owner will

revegetate or otherwise restore all disturbed areas immediately following the completion of on-site grading and servicing to the satisfaction of the Niagara Peninsula Conservation Authority.

26. That the Subdivision Agreement between the Owner and the Township of West Lincoln contain a clause requiring that the noise attenuating mitigation measures identified in the final Township approved Noise and Vibration Study, prepared by dBA Acoustical Consultants, be implemented.
27. That the Owner agrees to have all final architectural drawings stamped by an acoustical engineer to ensure that the noise control measures recommended in the Detailed Noise Study (required by Condition 26) have been incorporated and NPC-300 indoor sound level criteria has been addressed/satisfied.
28. That the following warning clause is included in the Subdivision Agreement between the Owner and Township of West Lincoln to protect for any potential archaeological resources that may be encountered during construction activities:

"If deeply buried or previously undiscovered archaeological remains/resources are found during development activities on the subject lands, all activities must stop immediately. If the discovery is human remains, contact the police and coroner to secure the site. If the discovery is not human remains, the area must be secured to prevent site disturbance. The project proponent must then follow the steps outlined in the Niagara Region Archaeological Management Plan: Appendix C (Available at: <https://www.niagararegion.ca/culture-and-environment/pdf/archaeological-management-plan.pdf>)."
29. As per the Canadian Pacific and Kansas City (CPKC) Railway, all proposed developments (whether residential, commercial, or industrial) follow the 2013 Proximity Guidelines. It is incumbent upon the Owner to incorporate these safety measures to a degree that satisfies the requirements of the relevant agencies issuing building and development permits. The 2013 Proximity Guidelines can be found here: <http://www.proximityissues.ca/>
30. That the Subdivision Agreement between the Owner and the Township of West Lincoln contain a clause requiring that all construction, continued maintenance, access, ingress and egress must be done without entering railroad right of way. This includes but is not limited to maintenance of any equipment, lawn care, snow ploughing and emergency exits via windows or doors.
31. That the Subdivision Agreement between the Owner and the Township of West Lincoln contain a clause requiring that the below condition be inserted in all property and tenancy agreements or future offers of purchase and sale for all dwelling units in the proposed building(s):

“CPKC and/or its assigns or successors in interest has or have a railway right-of-way and/or yard located adjacent to the subject land hereof with operations conducted 24 hours a day, 7 days a week, including the shunting of trains and the idling of locomotives. There may be alterations to, or expansions of, the railway facilities and/or operations in the future, which alterations or expansions may affect the living environment of the residents in the vicinity.”

32. That the Subdivision Agreement includes provisions requiring the Owner to implement all mitigation measures and recommendations outlined in the Scoped Environmental Impact Study (EIS) and Technical Memorandum prepared by Palmer, part of SLR (dated August 30, 2024 and May 16, 2025, respectively). These measures shall include, but are not limited to, the following:
- (a) Vegetation removals shall be conducted between October 1 and March 14, outside of both the breeding bird nesting period and the active bat season. Should vegetation removal or site alteration be proposed during the restricted period, a survey for active bird nests shall be completed no more than 48 hours prior to the commencement of such activities.
 - (b) Construction activities taking place during the active bat season (April 1 to September 30) shall be limited to daylight hours only. The use of artificial lighting during this period shall be avoided to minimize disturbance to rare bat species.
 - (c) All exterior lighting incorporated into building designs shall be directed downward and/or oriented away from adjacent woodland areas (i.e., directed southward), to the extent feasible, in order to minimize light pollution and impacts to wildlife.
 - (d) Bird-friendly design principles shall be incorporated into residential building designs. These may include strategies consistent with the City of Toronto's Best Practices for Bird-Friendly Glass and Best Practices for Effective Lighting, or equivalent guidelines.
 - (e) Construction materials, equipment, and staging areas shall not be located, even on a temporary basis, within identified natural features or their associated buffers.
33. That an Erosion and Sediment Control (ESC) Plan be prepared for review and approval by the Township of West Lincoln. The plan should incorporate the recommendations found in the Scoped EIS prepared by Palmer, part of SLR dated August 30, 2024. All ESC measures shall be maintained in good condition for the duration of construction until all disturbed surfaces have been stabilized. Muddy water shall not be allowed to leave the site.
34. That a Grading Plan be provided to the satisfaction of the Township of West Lincoln, that demonstrates that no grading within the natural heritage features and/or their buffers will occur, with the exception of the public multi-use trails. The Grading Plan shall designate specific locations for stockpiling of soils and other

materials which will at a minimum be outside of the natural heritage features and their buffers.

35. That a Tree Preservation Plan (TPP) be provided to the satisfaction of the Township of West Lincoln. The TPP shall be prepared by a qualified professional, preferably by a Certified Arborist or qualified member of the Ontario Professional Foresters Association, in accordance with Region's Woodland Conservation By-law. That a revised Landscape Plan be prepared and submitted for review and approval by the Town of West Lincoln. The revised plan shall increase the proportion of native, non-cultivar species plant species, with the objective of enhancing local biodiversity and promoting long-term ecological resilience.
36. That a Restoration Plan be prepared to the satisfaction of the Township of West Lincoln. The plan should include, at a minimum, the following elements:
 - (a) Native plantings will be installed in the 'Restoration Area' (identified on Figure 3 of the Technical Memorandum) incorporating a diversity of trees and shrubs.
 - (b) Removal of invasive species within the NES and associated buffers.
 - (c) Restoration planting areas will be treated as 'natural, self-sustaining vegetation' (no mow).
 - (d) Removal of litter and debris within the NES and Restoration Area.
37. That the Owner provide securities to the Township of West Lincoln in the form of a Letter of Credit in the amount of the estimated cost as approved by the Township for the restorative plantings required in accordance with the above conditions and that the Subdivision Agreement include provisions whereby the Owner agrees that the Township may draw on the Letter of Credit or cash deposit, if required, to ensure installation of the plantings. Ninety percent of the securities for plantings to be returned upon the expiry of the one year maintenance period. The remaining ten percent to be returned upon completion of the Ecological Monitoring Plan as found in Condition 38.
38. That an Ecological Monitoring Plan be prepared to the satisfaction of the Township of West Lincoln. At a minimum the plan should assess the success of the restorative plantings and invasive species removals. The Report should be submitted to the Township of West Lincoln's Growth and Sustainability Department by September 1st of years 1 through 3. The Report should also include photographs and advise actions necessary to address any deficiencies. The monitoring should take place upon the initiation of any development and/or site alteration and continue up to and including 3 years from full build out.
39. That the Subdivision Agreement contain wording wherein the Owner agrees to implement the approved Erosion and Sediment Control Plan, Grading Plan, Tree Preservation Plan, Landscape Plan, Restoration Plan and Ecological Monitoring Plan.

40. That if final approval is not given to this plan within THREE YEARS of the approval date and no extensions have been granted, draft approval shall lapse. If the Owner wishes to request an extension to the draft approval period, a written explanation with reasons why the extension is required together with a resolution from the Township, must be received by the Township prior to the lapsing date.

Region of Niagara

41. That the Owner dedicates to the Regional Municipality of Niagara, free and clear of mortgages, liens and other encumbrances, and agree to pay for all associated cost related to the following:
- (a) Irregular widening along the frontage of Regional Road 20;
 - (b) Land required to accommodate the last leg of the roundabout at Regional Road 20 and South Grimsby Road 6; and
 - (c) 0.3 metre (1ft) reserve along the frontage of Block 1 and Block 4.
42. That detailed engineering drawings for the last leg of the roundabout are submitted to Niagara Region for review and approval.
43. Prior to any construction taking place within the Regional road allowance, the Owner shall obtain a Regional Construction Encroachment and/or Entrance Permit. Applications must be made through the Niagara Region Public Works Department (Permits Section, Transportation Services Division). Road cuts required as part of the development into a recently reconstructed Regional Road 20 must be "as good as" or "better than" condition, at the completion of the works and all costs associated with curb cuts and road replacement will be at the owner's expense.
44. That the Owner enters a legal agreement with Niagara Region, to pay for the required road works associated with the addition of the last leg of the roundabout at Regional Road 20 and South Grimsby Road 6 to the satisfaction of the Niagara Region.
45. That the Owner provides a written acknowledgement to Niagara Region Public Works Growth Management and Planning Division stating that draft approval of this subdivision does not include a commitment of servicing allocation by Niagara Region as servicing allocation will not be assigned until the plan is registered and that any pre-servicing will be at the sole risk and responsibility of the Owner.
46. That the Owner provides a written undertaking to Niagara Region Public Works Growth Management and Planning Division stating that all Offers and Agreements of Purchase and Sale or Lease, which may be negotiated prior to registration of this subdivision shall contain a clause indicating that servicing allocation for the subdivision will not be assigned until the plan is registered, and a similar clause be inserted in the Subdivision Agreement between the Owner and the Township.

47. That prior to final approval for registration of this Plan of Subdivision, the Owner shall submit the design drawings [with calculations] for any new municipal sanitary and storm sewers, and stormwater management facilities required to service this development. The capacity in the Regional system is to be confirmed and copies of the approved CLI ECA forms and final drawings must be forwarded to Niagara Region.
48. That prior to approval of the final plan or any on-site grading, the Owner shall submit a detailed Stormwater Management Plan for the subdivision and the following plans designed and sealed by a qualified professional engineer in accordance with the Ministry of the Environment, Conservation and Parks documents entitled Stormwater Management Planning and Design Manual March 2003 and Stormwater Quality Guidelines for New Development, May 1991, or their successors, to Niagara Region Public Works Department for review and approval:
- (a) Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and
 - (b) Detailed erosion and sedimentation control plans.
49. That the Owner provide revised engineering drawings to address the comments provided in the proposed servicing within the newly constructed roundabout for review and approval by the Niagara Region Public Works Department.
50. That the Subdivision Agreement between the Owner and the Township contain a condition that the Owner agrees to comply with the requirements of Niagara Region's Corporate Waste Collection Policy and enters into an Indemnity Agreement with Niagara Region for the purpose of entering the subject property to provide waste collection services.
51. That the Owner/Developer ensure, throughout all phases of development, that all streets and development blocks can provide an access in accordance with the Niagara Region's Corporate Policy and By-laws relating to the curbside collection of waste and recycling, if Regional services are to be provided. Where a through street is not maintained, the Owner/Developer shall provide a revised draft plan to show an appropriate temporary turnaround to permit Regional waste collection services.
52. That the Subdivision Agreement between the Owner and the Township contain a provision whereby the Owner agrees to obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the completion of the development.

Niagara Peninsula Conservation Authority

53. That the Owner provide detailed grading, construction sediment and erosion control drawings to the Niagara Peninsula Conservation Authority (NPCA) for review and

approval. The Owner agrees that all Sediment and Erosion Control Measures shall be maintained in good condition for the duration of construction until all disturbed surfaces have been stabilized.

54. That prior to the commencement of any works or site alterations on site, the Owner shall obtain Work Permits from the NPCA for any works associated with the construction of the proposed erosion protection for the overland spill. In support of the application, the following information will be required:
 - (a) Detailed design plans which include erosion mitigation techniques; and
 - (b) Any other information as may be determined necessary by the NPCA.
55. That Block 8 be zoned Environmental Protection, or similar protective zoning to preclude development, unless in accordance with the policies and satisfaction of the NPCA.
56. That the Owner provide a 1.5 metre high (minimum) chain link fence along the rear lot lines of the residential lots (Block 2) and the Future Development (Block 4), along the Environmental Protection Block to the satisfaction of the NPCA.

Enbridge Conditions

57. That the Subdivision Agreement include a clause that states to always call before you dig, see web link for additional details:
<https://www.enbridgegas.com/safety/digging-safety-for-contractors>
58. That the Owner shall use the Enbridge Gas Get Connected tool to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.
(https://enbridge.outsystemsenterprise.com/GetConnected_Th/Login2?OriginalURL=https%3A%2F%2Fenbridge.outsystemsenterprise.com%2FGetConnectedApp_UI%2F)
59. That the Owner should be aware if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the Owner/Applicant.
60. That the Owner should be aware that in the event that easement(s) are required to service this development, and any future adjacent developments, the Owner/Applicant will provide the easement(s) to Enbridge Gas at no cost.

Niagara Peninsula Energy Conditions

61. That Niagara Peninsula Energy confirm that satisfactory arrangements, financial and otherwise, have been made with Niagara Peninsula Energy for any Niagara

Peninsula Energy facilities servicing this Draft Plan of Subdivision which are required by the Municipality; a copy of such confirmation shall be forwarded to the Municipality.

62. That the Owner provide a Letter of Credit to Niagara Peninsula Energy for all costs associated with the electrical servicing for the development. The amount of the Letter of Credit will be confirmed once the electrical design has been approved by the Municipality.

Telecommunications (Bell Canada) Conditions

63. That Bell Canada, and/or any other applicable telecommunication company, confirm that satisfactory arrangements, financial and otherwise, have been made with Bell Canada, or any other applicable telecommunication company, for any telecommunication facilities serving this draft plan of subdivision which are required by the Municipality to be installed underground; a copy of such confirmation shall be forwarded to the Municipality.
64. That the Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, and/or any other applicable telecommunication company to grant to Bell Canada and/or any applicable telecommunication company, any easements that may be required for telecommunication services. Note: Easements may be required prior to final approval.

Canada Post Conditions

65. That the following clause shall be included in the Subdivision Agreement and inserted in all offers and agreements of purchase and sale or lease for each dwelling unit:

“The prospective purchaser is advised that the home/business mail delivery will be from a designated centralized mail box and that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.”

66. That the Owner agrees to:
- (a) Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision;
 - (b) Install a concrete pad in accordance with the requirements and approved by Canada Post to facilitate the placement of Community Mail Boxes;
 - (c) Identify the pads on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision;

- (d) Determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans; and
- (e) Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

67. That the Owner agrees to Canada Post's multi-unit policy, which requires that the Owner/Developer provide the centralized mail facility (lock Box Assembly) at their own expense (less than 100 units will require a front loading Lock Box Assembly and more than 100 units will require a rear loading Lock Box Assembly which will require a mail room) will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

CLEARANCE OF CONDITIONS

Prior to granting approval of the final plan, the Township's Growth and Sustainable Department will require WRITTEN notification from the following agencies that their respective conditions have been met satisfactorily:

TOWNSHIP OF WEST LINCOLN

Conditions 1 to 40

NIAGARA REGION

Conditions 41 to 52

NIAGARA PENINSULA CONSERVATION AUTHORITY

Conditions 53 to 56

ENBRIDGE

Conditions 57 to 60

NIAGARA PENINSULA ENERGY

Conditions 61 and 62

TELECOMMUNICATIONS (BELL CANADA)

Conditions 63 and 64

CANADA POST

Conditions 65 to 67

NOTES:

Conveying

As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by "metes

and bounds”, we suggest that the description be so worded.

We further suggest that the Owner give to the municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the plan.

Land Required to be Registered Under the Land Titles Act

Section 160(1) of The Land Titles Act, which requires all new plans be registered in the land titles system;

Section 160(2) – allows certain exceptions.

Water and Sewerage Systems

Inauguration or extensions of a piped water supply, a sewerage system, a storm drainage system or a stormwater management system is subject to approval of the Ministry of Environment (Approvals Branch) pursuant to Section 52 and Section 53 of The Ontario Water Resources Act, R.S.O. 1990.

Agencies to be contacted:

- (a) With respect to the requirements of the Township of West Lincoln Growth and Sustainability Department contact:

Mr. Gerrit Boerema
Director of Growth and Sustainability
318 Canborough Street, P.O. Box 400
Smithville, Ontario L0R 2A0
Telephone – (905) 957-5138
Email – gboerema@westlincoln.ca

Engineering and Infrastructure

Ms. Jennifer Bernard
Manager, Civil Land Development
318 Canborough Street, P.O. Box 400
Smithville, Ontario L0R 2A0
Telephone – (905) 957-3346 ext. 6732
Email – jbernard@westlincoln.ca

- (c) With respect to the requirements of the Region of Niagara contact:
Development Approvals
devtplanningapplications@niagararegion.ca
- (d) With respect to the requirements of the Niagara Peninsula Conservation Authority (NPCA) contact Paige Pearson, Watershed Planner:

ppearson@npca.ca

- (e) With respect to the requirements for Enbridge contact:
MunicipalPlanning@Enbridge.com
- (f) With respect to the requirements of Bell Canada contact:
rowcentre@bell.ca
- (g) With respect to Canada Post contact:
Thomas.Dell@canadapost.postescanada.ca
- (h) With respect to Niagara Peninsula Energy contact:
jim.sorley@npei.ca

Review of Conditions

Applicants are advised that should any of the conditions appear unjustified or their resolution appears too onerous, they are invited to bring their concerns to the Growth and Sustainable Committee's attention. The Committee will consider requests to revise or delete conditions.

In order to assist the agencies listed above in clearing conditions for final approval and registration of the plan, it may be useful to forward executed copies of the Subdivision Agreement between the Owner and the Township to those agencies.

Hydro One Cautionary Note

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