

BETWEEN:

QUARRY PARK LAND OWNERS' ASSOCIATION,
a society under the laws of Alberta
("the Operator")

OF THE FIRST PART

- and -

THE CITY OF CALGARY,
a municipal corporation under the laws of Alberta
("The City")

OF THE SECOND PART

LANDSCAPE MAINTENANCE AGREEMENT

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Schedules: Schedule "A" - City Park Classification Map
 Schedule "B" - Director's Maintenance Standards for Schedule "B"

THIS LANDSCAPE MAINTENANCE AGREEMENT made this 4 day of April, 2018

BETWEEN:

QUARRY PARK LAND OWNERS' ASSOCIATION,
a society under the laws of Alberta
("the Operator")

OF THE FIRST PART

- and -

THE CITY OF CALGARY,
a municipal corporation under the laws of Alberta
("The City")

OF THE SECOND PART

LANDSCAPE MAINTENANCE AGREEMENT

BACKGROUND

- 1.01 The City is and will be the owner of reserve lands in the residential development called Quarry Parks. The reserve lands in Quarry Parks are for the use of all the citizens of Calgary.
- 1.02 The Operator was formed to manage certain community amenities in Quarry Parks for the benefit of its members.
- 1.03 The Operator wants to maintain the reserve lands according to the provisions of this Agreement and at least to the same level as would normally be done by The City.

By signing this Agreement, the Operator and The City accept all of the provisions that follow.

DEFINITIONS

2.01 In this Agreement, including the Background:

"Agreement" means this Landscape Maintenance Agreement together with the following attached schedules:

- (i) Schedule "A" - City Park Classification Map
- (ii) Schedule "B" - Director's Maintenance Standards for Schedule "A"

"Council" means the elected Mayor and Councillors of the City;

"Director" means the Director of Calgary Parks or their designate;

"GM" means the General Manager of Community Services of The City;

"Including" when introducing a list of items, does not limit the meaning of the words to those items of a similar kind;

"Indemnify" or **"Indemnity"** means the positive duty of one party to make good any loss, damage or liability another party has incurred;

"Lands" means the parcels of land which are outlined in colour on the attached Schedule "A";

"Landscaping" means various features on the Lands including grass, shrubs and the planting of those features;

"Maintenance" and **"Maintain"** mean the process of maintaining and caring for the Landscaping;

"Operator" means the Quarry Park Land Owners' Association;

"Operating Grant" means the monies provided to the Operator by The City as set out in Section 7;

"Plant Life" means all living vegetation including grass, flowers, and shrubs;

"Regional Pathway" means a constructed feature primarily of asphalt that continually links together the main parks and natural features within and between communities, as well as linking adjacent communities with each other to facilitate non-motorized movements;

"Term" means the period of time for this Agreement outlined in Section 3.01;

"The City" means The City of Calgary, a municipal corporation under the laws of Alberta;

"Underground Utilities" means any public utility lines, overland drainage routes and irrigation systems.

TERM

- 3.01 The Term of this Agreement will be for twenty-five (25) years beginning on Jan 1st, 2018 and ending on Dec 31st, 2042 unless otherwise terminated by the provisions of this Agreement.
- 3.02 The Operator hereby acknowledges that this Agreement in no way gives it any right, title or interest in the Lands.

APPLICATION FOR RENEWAL

- 4.01 On or before October 1st, of the last year of the initial Term or any renewal term as the case may be, the Operator may apply for a renewal of this Agreement. The term of renewal shall be mutually agreed to and subject to the then in place policies of The City for this and similar types of agreements.
- 4.02 To be eligible to apply for a renewal, the Operator must:
- (a) not be in default of any provision of this Agreement; and
 - (b) agree to abide by the governing policies of The City regarding landscape maintenance agreements in place at that time; and
 - (c) acknowledge that there will be no further right of renewal.
- 4.03 The Director will not unreasonably withhold the approval of the application for a renewal of this Agreement when sections 4.01 and 4.02 have been complied with.

TERMINATION

- 5.01 Either party may terminate this Agreement by written notice to the other party. The notice must be given no later than December 31st of any year during the term or within thirty (30) days of written notice by The City to the Operator of the amount of the yearly Operating Grant, whichever last occurs and will be effective on April 1st thereafter.

MANAGEMENT OF THE LANDS

- 6.01 The Operator must maintain the Lands to a good and workmanlike standard and at least to The City standards as set out in Schedule "B".
- 6.02 The Operator accepts the Lands and Landscaping in their current condition. The Operator agrees that The City has not made any representation, warranty or undertaking about the condition or quality of the Lands or Landscaping, their suitability or fitness for the Operator's purposes, or their safety.
- 6.03 The Operator must comply with all provisions of law including federal and provincial enactments, City bylaws and all governmental or City regulations which relate to the management of the Lands. The City acknowledges that the Operator shall have no policing obligations with respect to the activities of members of the general public on the Lands.
- 6.04 The Operator must not use or occupy or permit any of its agents, servants, employees or members to use or occupy the Lands:
- (a) for any illegal purpose;
 - (b) for any use or purpose not permitted on reserve lands pursuant to the *Municipal Government Act*;
 - (c) in any manner which would create a fire hazard or cause the cancellation of any insurance or the refusal of any insurer to give the insurance required under this Agreement;
 - (d) with any harmful, noisy or offensive act, trade, business or occupation;
 - (e) with anything that is or may become an annoyance, nuisance, damage or disturbance to the:
 - (i) City, its officers, agents and employees, or;
 - (ii) to the general public, or;
 - (iii) to occupants or owners of adjoining lands or properties.

Except to the extent same is reasonably required in relation to the Operator's Maintenance of the Lands and Landscaping.

- 6.05 The Operator must not store or bring on to the Lands any articles of a dangerous nature unless they are specifically required for the Maintenance of the Lands or Landscaping.
- 6.06 The Operator must not permit, by any of its agents, servants, employees or members, any waste or damage to the Lands or Landscaping.

- 6.07 Subject to section 18.01, the Operator must not give another person an interest in any form in this Agreement or authorize anyone else to do so, without the prior written consent of the Director.
- 6.08 The City will not issue any permit for an activity regarding recreational use on the Lands that is likely to unduly damage the Lands.

OPERATING GRANT

- 7.01 Those portions of the Lands which have been given a final acceptance certificate qualify for an Operating Grant. When a portion of the Lands receives a final acceptance certificate after the Operating Grant for the year in which it receives the final acceptance certificate has been set, The City will include funds in the Operating Grant for that portion of the Lands in the following year.
- 7.02 Subject to Council approval of the appropriate Calgary Parks budget, The City agrees to pay the Operator an Operating Grant. The amount of the Operating Grant will be equal to the Council approved budget for seasonal maintenance of the Land as determined by The City in its sole discretion less 8% or the cost to administer and monitor the Agreement as determined by The City.
- 7.03 The City is responsible to pay the Operating Grant to the Operator only for those Lands which have a final acceptance certificate. The Operator shall only be responsible for maintaining those Lands for which a final acceptance certificate has been issued.
- 7.04 The Operator shall maintain each individual park or area constituting the Lands according to the classification of park outlined in Schedules "A" and "B" at the time its final acceptance certificate was issued.
- 7.05 If Landscaping features are added to the Lands subsequent to the issuance of a final acceptance certificate then the Maintenance thereof shall be included in the Operating Grant and carried out by the Operator.
- 7.06 The Operating Grant determined under Section 7.02 is subject to adjustment by the Director, who may annually adjust the Maintenance standards outlined in Schedule "B" as a result of budgetary adjustments made by Council to the Director's operating budget.
- 7.07 The Operating Grant will be held by The City's and distributed to the Operator after an invoice has been submitted and approved by our Accounts Payable Department.
- 7.08 The Operator acknowledges that the Operating Grant may vary from year to year in accordance with budgetary approvals made by Council.

- 7.09 The Operator must use the Operating Grant to pay for the maintenance of the Landscaping for the year in which it was paid.
- 7.10 The Operating Grant will become available on Jan 1st of each year and distributed pursuant to clause 7.07.

MAINTENANCE

- 8.01 The Operator must use the Operating Grant for the Maintenance of the Landscaping which shall be carried out to the satisfaction of the Director acting reasonably and to the minimum levels described in the attached Schedule "B".
- 8.02 The Operator must also take proper care of the Lands and Landscaping and keep the Landscaping in good working order and good repair, including:
- (a) observing all relevant regulations and directions of building inspectors, health, fire or other officers and City or provincial agencies or departments;
 - (b) servicing and maintaining in good working order and in a tidy, clean and sanitary condition every part of the Lands and Landscaping.
- 8.03 The Operator must keep a log in a form satisfactory to the Director their designate, of all Maintenance done by the Operator. The log must be made available to the Director or their designate upon request.
- 8.04 The Operator agrees that The City, its officers, employees or agents, may examine the condition of the Landscaping. The City may then notify the Operator of its responsibility for any necessary work or repairs in the event that these conditions fall below the conditions described in sections 8.01 and 8.02. The Operator will complete the required work or repairs after receiving this notice according to the following time periods:
- (a) immediately if the Director identifies that the work or repairs are required for public safety;
 - (b) within a maximum of ten (10) days or within a reasonable period as determined by the Director in all other situations.
- 8.05 If the Operator fails to complete the work or repairs within the times specified in section 8.04, The City may undertake to complete the work or repairs. The Operator acknowledges The City, its officers, employees and agents may enter the Lands to complete the work or repairs. The cost of any work or repairs when The City has completed the work or repairs is at the Operator's cost and is payable upon demand.

8.06 In the event of damage to or destruction of any part of the Landscaping (except where arising in connection with any acts or omissions of The City or its agents, contractors, employees or servants), the Operator must:

- (a) **either** repair or replace any or all parts of the Landscaping destroyed in accordance with any agreement which may be made by it with The City;
- (b) **or** at its own cost, repair or replace the damage or destruction if there is no such agreement, provided that The City has paid to the Operator any City funds or insurance available for such damage or destruction;

Any repair or replacement by the Operator, pursuant to this clause 8.06, shall be done in a good and workmanlike manner. Any such repair or replacement must at least meet, the "Minimum Landscape Development Activities" set out in the then current issue of The City's Development Guidelines and Standard Specifications - Landscape Construction for the same or similar classification of park.

8.07 Without limiting the generality of Clauses 8.01 and 8.02, the Operator will be responsible, at its sole expense for the watering, and tree well maintenance of all trees on the Lands. The City will be responsible for all trees and new tree planting on the Lands in accordance with The City's standards for parks of the same classification.

8.08 The Operator and The City will together, prior to the commencement of performance of this Agreement by the Operator, inspect and record the state of all Landscaping.

REPAYMENT OF OPERATING GRANT

9.01 If the Operator is wound up, dissolved or substantially changed in nature, then it agrees to:

- (a) notify the Director of the wind-up, dissolution or substantial change; and
- (b) any unspent portion of the Operating Grant will remain with The City.

PUBLIC UTILITY LINES AND OVERLAND DRAINAGE ROUTES

10.01 The Operator acknowledges that there are Underground Utilities within the Lands

10.02 The Operator must not interfere with The City's operation and maintenance of any Underground Utilities on the Lands without the prior written consent of the Director.

- 10.03 If The City carries out any work on the Underground Utilities on the Lands, The City must, as much as is practical, restore the Lands to their original condition.
- 10.04 The Operator must not, without prior written consent of the Director, plant shrubs in locations which, in the reasonable opinion of the City Engineer, may interfere with the operation and maintenance of any Underground Utilities on the Lands.
- 10.05 The Operator agrees not to alter the Lands or Landscaping without the prior written consent of the Director.

INDEMNITY

- 11.01 The Operator must indemnify The City against any loss or liability arising from and any damages, costs, charges and expenses (including legal costs on a solicitor-and-own-client basis) incurred in connection with:
- (a) The City exercising a remedial right under this Agreement;
 - (b) the Operator breaching any provision of this Agreement;
 - (c) a person being injured or killed or property being damaged directly or indirectly from the Operator's use or occupation of the Lands;
 - (d) any act, omission, negligence or wilful misconduct by the Operator, its officers, agents, employees, customers or invitees or anyone permitted by the Operator to be on the Lands.
- 11.02 If The City is made a party to an action commenced by or against the Operator, the Operator must indemnify The City including all costs paid by The City for legal fees on a solicitor-and-own-client basis. This obligation will apply to all matters excepting a *bona fide* action by the Operator against The City or an action arising from the negligence or wilful misconduct of The City, its officers, agents or employees.
- 11.03 The City must indemnify the Operator against any loss or liability arising from and any damages, costs, charges and expenses (including legal costs on a solicitor-and-own-client basis) incurred in connection with:
- (a) the Operator exercising a remedial right under this Agreement;
 - (b) The City breaching any provision of this Agreement;
 - (c) a person being injured or killed or property being damaged directly or indirectly from The City's use or occupation of the Lands;

- (d) any act, omission, negligence or wilful misconduct by The City, its officers, agents, employees, customers or invitees or anyone permitted by The City to be on the Lands.

11.04 If the Operator is made a party to an action commenced by or against The City, The City must indemnify the Operator including all costs paid by the Operator for legal fees on a solicitor-and-own-client basis. This obligation will apply to all matters excepting a *bona fide* action by The City against the Operator or an action arising from the negligence or wilful misconduct of the Operator, its officers, agents or employees.

11.05 Each Indemnity is a continuing obligation, separate and independent from either party's other obligations. It continues after this Agreement ends or is terminated. The City does not have to incur any expense before it can seek to enforce a right of Indemnity under section 11.01.

INSURANCE

12.01 The Operator must maintain insurance policies in a form and substance and with an insurer satisfactory to The City including:

- (a) a comprehensive general liability insurance policy with an inclusive limit of not less than Two Million Dollars (\$2,000,000.00) for death, bodily injury and property damage. This policy must also contain specific endorsements stating that:

- (i) The City is named as an additional insured;
- (ii) the policy contains a cross liability clause;
- (iii) the policy includes the broad form contractual liability coverage;
- (iv) the policy includes products and completed operations coverage; and
- (v) the policy contains non-owned automobile liability;
- (vi) ensure any contractor hired by the Operator maintains a comprehensive general liability insurance policy with an inclusive limit of not less than Two Million Dollars (\$2,000,000.00) for death, bodily injury and property damage. The contractor's insurance must be for any one occurrence including:

- (a) products, completed operations and contractual liability coverage;
- (b) a cross liability clause;
- (c) The City, the Operator, the contractor and all sub-contractors are additional named insureds.

- 12.02 All insurance policies required under this Agreement must include a provision that The City will be notified in writing thirty (30) days before the policy is discontinued or materially changed.
- 12.03 All insurance policies required under this Agreement and all deductible amounts provided in them are at the Operator's cost.
- 12.04 The Operator must provide certificates of insurance to The City at the beginning of the Term. The Operator must also provide proof, to The City satisfaction, of the renewal or continuance of the Operator's insurance before it expires.
- 12.05 The Operator must assume the liability and relieve The City from any responsibility from any loss or damage covered by the insurance required under this Agreement.
- 12.06 The Operator must comply with all regulations imposed by insurance underwriters providing the insurance under this Agreement.
- 12.07 Any money received from insurance policies required by Sections 12.01(b) and 12.01(c)(i) of this Agreement must be used:
- (a) either to repair or rebuild the property that was insured or for other purposes contemplated under this Agreement;
 - (b) or for purposes mutually agreed upon between The City and the Operator.
- 12.08 The Operator agrees that The City may require the Operator to carry new commercially reasonable types, forms and amount of insurance. The City may require these changes once a year during the Term. The Operator agrees to make any changes to the insurance as may be required by The City within thirty (30) days of being notified.

ADDITIONAL RESPONSIBILITIES OF THE OPERATOR

- 13.01 The Operator must pay any amounts that are payable by the Operator as soon as they are due.
- 13.02 Everything the Operator must do in this Agreement must be done at its cost, except where otherwise provided herein.
- 13.03 The Operator is responsible for paying all utilities for the Lands and Landscaping including gas, sewer and electrical services.

- 13.04 The Operator will be responsible to pay the water and any associated costs, when the amount of water can be determined by metering.
- 13.05 The Operator must always keep the Lands and Landscaping open and accessible to the public, except as may be necessary to ensure the safety of the public.
- 13.06 The Operator acknowledges that the Director or their representative may, at any time, enter the Lands to:
- (a) check whether the terms of this Agreement are being complied with;
 - (b) exercise any of the rights or obligations of The City under this Agreement;
 - (c) perform any work or operation usually carried out by The City on the Lands.
- 13.7 The Operator shall comply with all provisions of the *Companies Act (Societies Act)*, as amended, and not later than five (5) days after receiving confirmation that its Annual Return was filed by the Registrar as required by the statute, provide one (1) legible copy of the confirmation to the Director.

FINANCIAL REPORTING

- 14.01 The Operator must submit its annual audited financial statement to the Director within ten (10) days of its annual general meeting where the annual audited financial statement is presented to the members of the Operator for their review.
- 14.02 Annual audited financial statements submitted pursuant to Section 14.01 must be prepared in accordance with generally accepted accounting principles and must contain the following:
- (a) a statement of revenue and expenditures;
 - (b) a balance sheet;
 - (c) a statement of equity; and,
 - (d) a statement of changes in financial position.
- 14.03 The City may appoint an auditor to review the financial records of the Operator at The City's cost.
- 14.04 The Operator must provide complete and immediate access to all financial records for the auditor's review.

EVENTS OF DEFAULT BY THE OPERATOR

15.01 Any of the following events will constitute an event of default by the Operator where The City has the right to immediately terminate this Agreement by notice to the Operator:

- (a) if the Operator's interest in this Agreement is seized, taken in execution, or attached by a creditor of the Operator;
- (b) if any interest of the Operator in the Lands or Landscaping is seized, taken in execution or attached by a creditor of the Operator;
- (c) if the Operator moves, commences, attempts or threatens to move any Landscaping off the Lands without the prior written approval of the Director (excluding anything associated with Maintenance); or except as required or permitted by this Agreement;
- (d) if the Operator voluntarily winds up its affairs or disbands;
- (e) if the Operator becomes insolvent or bankrupt;
- (f) if the Operator files a proposal or a notice of an intention to file a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, Chapter B-3, as amended;
- (g) if a liquidator or a receiver or a trustee in bankruptcy is appointed for the Operator.

15.02 Any of the following events will constitute an event of default by the Operator where upon notice from The City the Operator will have thirty (30) days to remedy the default. If the default is not remedied after a minimum of thirty (30) days or after a reasonable period of time as determined by the Director, The City has the right to immediately terminate this Agreement by notice to the Operator:

- (a) the Operator fails to pay any amount due under the provisions of this Agreement after a demand has been made;
- (b) the Operator not performing or not observing any provision of this Agreement;
- (c) the Operator fails to promptly comply with any directions, rules or regulations of The City made in accordance with this Agreement, within a reasonable time after the Operator has been informed of them;

- (d) the Operator fails to hold an annual general meeting as set out in their bylaws;
- (e) the Operator fails to maintain good standing under the *Companies Act (Societies Act)*;
- (f) the Operator merges with any other group, without written consent of the Director.

15.03 If The City is in default of any of its obligations under this Agreement and has failed to remedy such default within thirty (30) days of the Operator giving The City notice of such default, then, in addition to any other rights or remedies available to the Operator, the Operator shall have the right to immediately terminate this Agreement.

EXPIRATION AND TERMINATION

16.01 When this Agreement expires or is terminated the Lands and Landscaping must be left in the same condition that is required under this Agreement, except for reasonable wear and tear.

16.02 When this Agreement expires or is terminated the Landscaping becomes the property of The City without compensation to the Operator.

HOW THE CITY MAY EXERCISE ITS RIGHTS

17.01 The City may exercise a right, remedy or power in any way The City considers appropriate.

17.02 If The City does not exercise a right, remedy or power at any given time, this does not mean The City cannot exercise it later.

17.03 The rights, remedies and powers of The City under this Agreement are in addition to any other rights, remedies and powers provided by law, independently of it.

17.04 The City may excuse a violation of this Agreement without its losing any right to insist on and enforce compliance with the Agreement in the future.

ASSIGNMENT

18.01 The Operator may assign its entire interest in this Agreement to a non-profit organization, subject to the consent of the Director, which consent shall be in the sole discretion of the Director. Such assignment shall be in writing and in a form satisfactory to the City Solicitor. The Operator shall be released of all its obligations hereunder upon the execution and delivery of such assignment.

NOTICES AND COMMUNICATIONS


- 19.01 Notices and communications, including demands and certificates, made in connection with this Agreement must be in writing.
- 19.02 They must be delivered to the following addresses:
- (a) To the Operator: Quarry Park Land Owners' Association
300, 200 Quarry Park Boulevard SE
Calgary, Alberta
T2C 5E3
Attention: President
 - (b) To The City: The City of Calgary
7th Floor, Public Building
205 - 8th Avenue S.E.
Calgary, Alberta T2P 2M5
Fax: (403) 268-5278
Attention: Director
Parks (Mail Code #54)
 - (c) if they are sent by mail, they are taken to be received on the 10th day after posting;
 - (d) if delivered or sent by fax, they are taken to be received on the business day next after they were delivered or faxed.
 - (e) either party may change its address for service by notice to the other party.

GENERAL


- 20.01 This Agreement is governed by the laws of Alberta.
- 20.02 A term of this Agreement, or a right created under it, may not be waived or varied except in writing signed by the Operator and The City.
- 20.03 Time shall be of the essence of this Agreement.
- 20.04 The Operator and The City acknowledge that to the full extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this Agreement are excluded.
- 20.05 The Operator acknowledges that it has not relied on the skills or judgement of The City in deciding to enter this Agreement.

- 20.06 The Operator and The City acknowledge that this Agreement supersedes all prior Landscape Maintenance Agreements related to the Lands.
- 20.07 This Agreement only applies to land which has received a final acceptance certificate, and that further "as built" drawings of the Landscaping will be incorporated into this Agreement by their addition to Schedule "A".
- 20.08 The Operator and The City agree that nothing in this Agreement shall be construed to:
- (a) create the relationship of master and servant between any of the parties or their members, employees, servants or agents; and
 - (b) convey any right or interest in the Lands to the Operator.
- 20.09 If a provision of this Agreement is found to be invalid or unenforceable the rest of the Agreement remains in effect.
- 20.10 The Operator and The City acknowledge that the headings in this Agreement have been inserted for convenience of reference only.

The Operator and The City execute this Agreement under seal by the signatures of the properly authorized officers signing below.


 Randall MacFarlane
 Secretary/Treasurer

QUARRY PARK LAND OWNERS' ASSOCIATION (Signature)


 Randy Renington
 President

 First and last name (Please print)

 Title (Please print)



THE CITY OF CALGARY (Signature)

Allan Nearing

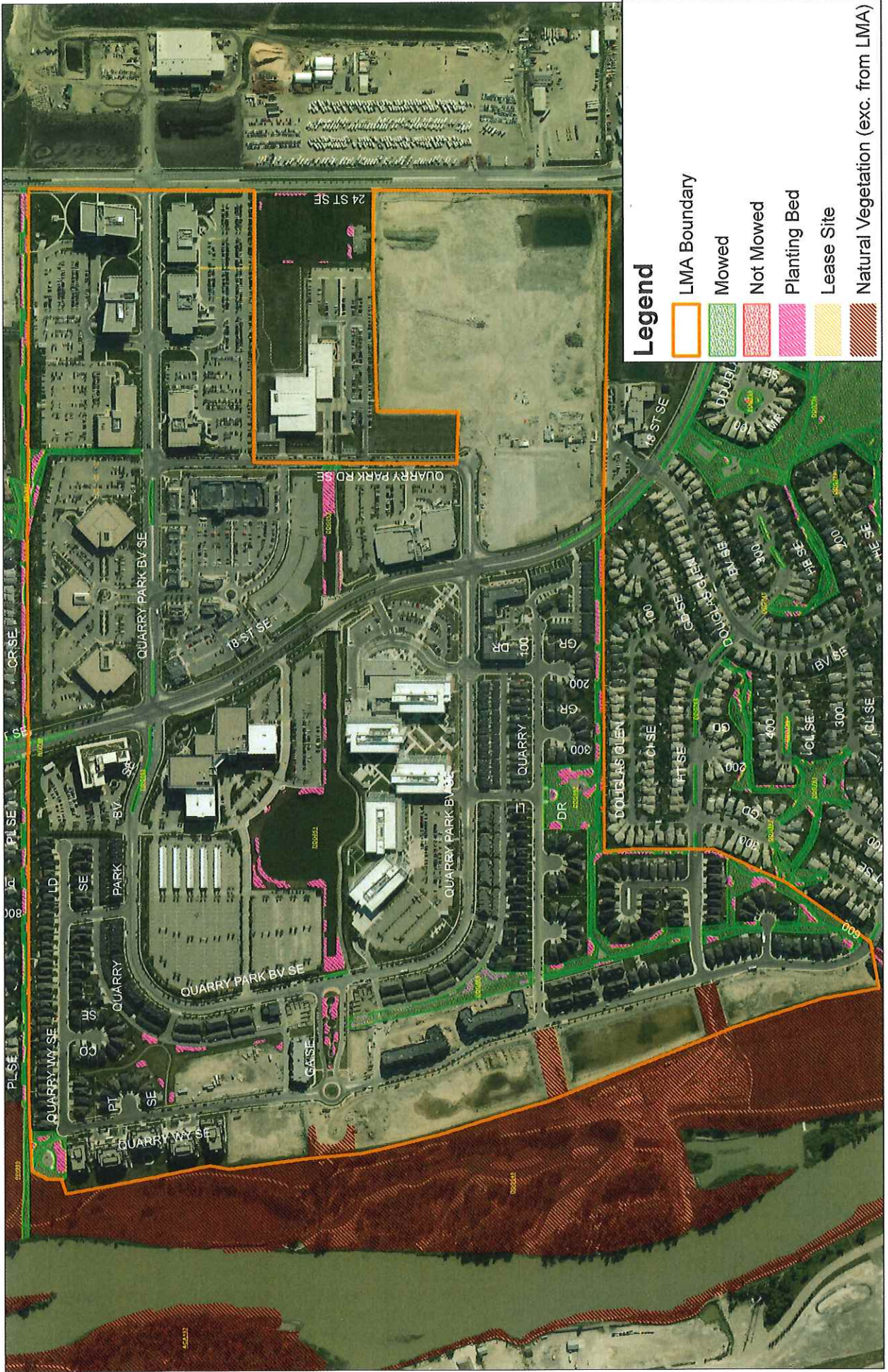
 First and last name (Please print)

Manger Parks South Region

 Title (Please print)

APPROVED	
As To Content	
Parks 	
As To Form	
SOLICITORS	

QUARRY PARK



Maintenance Standards for Schedule "B"

Calgary Parks Operations have developed these maintenance standards as a benchmark for minimum level of performance. At its discretion the community may desire to perform an increased level of maintenance.

Mowing

Desired Results: Height 5 – 10 cm

All turf has been cut evenly at designated height, in a safe and efficient manner.

- No damage to turf
- No damage to trees, shrubs or other park features such as scraped bark on trees and shrubs, bent or scraped park furniture
- No areas have been missed
- Prior to and after mowing, no highly visible debris, paper, etc. have been left on turf
- No scalped turf
- No lubricant or fuel spills on turf or non-turf areas

Small Mowing / Power Trim

Desired Results: Height 5 – 10 cm

All turf has been cut evenly at designated heights and to standard.

- No areas have been missed
- No scalped turf
- Prior to and after mowing, no visible litter
- No damage to trees, shrubs or other park features such as scraped bark on trees and shrubs, bent or scraped park furniture
- No highly visible grass clippings on class B turf areas
- Grass clippings should not be present on sidewalks, pathways or any hard surfaces for any class of park
- No lubricant or fuel spills on turf or non-turf areas

Litter Control

Desired Results: Not to exceed 1 pieces per 100 m².

- Removal of all "Ad Hoc" structures in the park (tree forts, etc.)
- Fence lines cleaned of highly visible accumulated litter
- Lack of highly visible litter per 100 m² on turf

Curb Sweeping / Spring Cleanup/ Fall Cleanup

Desired Results:

- All possible areas within the site swept in a safe and efficient manner
- No litter or visible debris left on the turf
- Proper disposal of all hazardous material including biohazardous waste, in compliance to applicable policy
- All debris piles removed from the site in a safe and efficient manner without damage to trees, shrubs or other park features
- No damage to parks buildings or amenities
- No lubricant or fuel spills on turf or non-turf areas

Shrub Bed and Tree Well Maintenance

Desired Results:

- Shrub beds and tree wells to be either cultivated or mulched
- Shrub bed and tree wells to be weeded and cultivated before mulch is applied
- Mulch to be spread evenly to a depth of 4 inches
- If well is mulched, mulch should be spread evenly to a depth of 4 inches and not piled against or touching trunk of tree or shrub as this can rot the wood causing decay or even death of the tree
- If tree well is cultivated, well should be free of weeds and of a standard size, approximately 1 metre in diameter
- No more than 5% of shrubs dead, missing or diseased
- No more than 5% of broken, dead or diseased shrub branches remaining in bed
- Shrub beds 90% free of weeds
- All visible litter removed

Flower Bed Fertilizing

Desired Results:

- Fertilization of the flower displays in a safe and efficient manner, using the correct rates and frequencies as recommended by the manufacturer
- Healthy, vigorous and colourful flower displays in part as a result of an ongoing effective fertilizer program
- Even coverage of target plants, without significant spillage
- No symptoms of toxicity as a result of over fertilization
- No significant salt accumulations
- No fertilizer concentrate spilled on flower bed or surrounding area
- All immediate hazards removed
- All tools and equipment removed from site following completion of fertilizing activities

The operating grant provided to your community is calculated based on the total parks space in your community and the below activities.

Operating Grant Maintenance Activities

Mowing

Small Mowing / Power Trim

Litter Control

Curb Sweeping / Spring Cleanup/ Fall Cleanup

Tree Well Maintenance

Shrub Bed Maintenance

Flower Bed Fertilizing

Calgary Parks will continue to support and manage the below resources in your community.

Services provided by Calgary Parks:

Garbage Receptacle Emptying

Street Sidewalk (Snow Removal)

Park Features

Parks Features: including but not limited to park furniture signs, sculptures, garbage receptacles, lights, bollards, stairway/platforms

Playfield additional maintenance

Top dressing, aeration, over seeding, fertilizing

Natural Area Maintenance

Integrated Pest Management

Urban Forestry

BETWEEN:

**QUARRY PARK LAND OWNERS'
ASSOCIATION,**

a society under the laws of Alberta
("the Operator")

OF THE FIRST PART

- and -

THE CITY OF CALGARY,

a municipal corporation under the laws of Alberta
("The City")

OF THE SECOND PART

LANDSCAPE MAINTENANCE AGREEMENT

GLEND A E. COLE, Q.C.
City Solicitor and General Counsel
The City of Calgary
Law and Legislative Services
Law, Legal Services (8053)
12th Floor, 800 Macleod Trail S.E.
Calgary, Alberta T2G 2M3

(P. O. Box 2100, Station "M" (8053)
Calgary, Alberta, T2P 2M5)

Solicitor: Gary Zemp

File No.: KN9624